



BOARD OF SUMTER COUNTY COMMISSIONERS

Chairman - Steve Printz - District 5
Vice Chairman - Garry Breeden - District 4
2nd Vice Chairman - Al Butler - District 1
Doug Gilpin - District 2
Don Burgess - District 3

**January 28, 2020
5:00 PM**

PLEASE TURN OFF ALL CELL PHONES AND ELECTRONIC DEVICES
ANY PERSON WHO MAY FEEL THE NEED TO APPEAL A BOARD DECISION IS HEREBY NOTIFIED
THAT IT WILL BE NECESSARY FOR YOU TO PROVIDE YOUR OWN VERBATIM RECORDING OF THE
BOARDS MINUTES OR ANY PORTION THEREOF

Any person requiring reasonable accommodation at this meeting because of a disability or physical
impairment should contact the County Administrator's Office, 7375 Powell Road, Wildwood, FL 34785
(352) 689-4400 at least two days before the meeting.

Everglades Regional Recreation Center (5497 Marsh Bend Trail, Grand Canyon Room, The Villages, FL
32163)

AGENDA

MEETING IS CALLED TO ORDER BY THE CHAIRMAN
INVOCATION
FLAG SALUTE

1. TIMED ITEMS & PUBLIC HEARINGS
None

2. REPORTS AND INPUT

a. County Administrator

1. Tax Increase Concerns - Mr. Terry Lee Schermerhorn (For Information Only)

Documents:

[Tax Increase concerns - Mr. Terry Lee Schermerhorn.pdf](#)

2. Amendment To Certificate of Authorization to Delete Service Area (For Information
Only)

Documents:

[Amendment To Certificate of Authorization to Delete Service Area.pdf](#)

b. County Attorney

- c. Clerk of Circuit Court
- d. Board Members
- e. Public Forum

3. NEW BUSINESS - ACTION REQUIRED

- a. MINUTES
None
- b. SET FUTURE PUBLIC HEARINGS OR MEETINGS
None
- c. APPOINTMENTS

- 1. Affordable Housing Advisory Committee (AHAC) Vacancy (Board's Option).

Documents:

[Executive_Summary_Affordable_Housing_Advisory_Committee_\(AHAC\).pdf](#)
[Ordinance_2016_07.pdf](#)

- 2. Construction Industry Licensing/Fire Code Board of Appeals Vacancy (Board's Option).

Documents:

[Executive_Summary_Construction.pdf](#)
[Ordinance.pdf](#)

- 3. County Tourist Development Council Vacancy (Board's Option).

Documents:

[Executive_Summary_Tourist.pdf](#)
[Ordinance_2013.pdf](#)

- 4. Public Safety Coordinating Council Vacancies (Board's Option).

Documents:

[Executive_Summary_Public_Safety.pdf](#)
[Resolution.pdf](#)

- 5. Sumter County Public Library Advisory Board (SCPLAB) Vacancy (Board's Option).

Documents:

[Executive_Summary_Library_Advisory_Board.pdf](#)
[Resolution.pdf](#)

d. FINANCIAL

- 1. Budget Amendment A-11 (FY 19/20) for Public Defender's Additional Office Space and Security Needs, Public Records Request Tracking Software, Add Second Door to Kennels at Animal Services and Courier Services Through TSG Until the End of the Fiscal Year (Staff Recommends Approval).

Documents:

[ES A-11 Budget Amendment - Various.pdf](#)

2. Approve and Authorize Chairman to Execute the Refunding of County's Capital Improvement Revenue Bond, Series 2018 Resolution (Staff Recommends Approval).

Documents:

[ES 2020 Refunding Bank Loan.pdf](#)
[Sumter Co recommendation letter 1-21-2020.pdf](#)
[Sumter County 2020 Bank Bids 1-20-20.pdf](#)
[SumterCounty.Series2020. TD Bank Term Sheet.pdf](#)
[Resolution.pdf](#)

3. Inventory Transactions - Disposal and Surplus of Property (Staff Recommends Approval).

Documents:

[Executive_Summary 1-28-20.pdf](#)

4. Purchase Order Approval for FY 2019/2020 (Staff Recommends Approval).

Documents:

[Requisition Report.pdf](#)

e. CONTRACTS AND AGREEMENTS

1. Extension Agreement #3 for Sumter County Geotechnical and Materials Testing Services RFQ 040-0-2016/RS (Staff Recommends Approval).

Documents:

[Executive_Summary_Central_Testing_Laboratory_Extention3.pdf](#)
[Geotechnical_Materials_Testing_Services_Agreement_Extension3.pdf](#)
[CTL_Agreement.pdf](#)
[CTL_Renewal Request.pdf](#)

2. Sumter County Board of County Commissioners (SCBOCC) Application for Developments Seeking the Required Local Government Contribution to Support a Florida Housing Finance Corporation (FHFC) State Apartment Incentive Loan (SAIL) (Staff Recommends Approval).

Documents:

[Executive_Summary.pdf](#)
[Application.pdf](#)

3. Amendment #1 to the Agreement with Smith and Smith Realty, Inc. for RFP 048-0-2019/RS Sumter County Real Estate Broker Services (Staff Recommends Approval).

Documents:

[Executive_Summary_Smith_Smith_Amendment1.pdf](#)
[Smith_Smith_Amendment1.pdf](#)

4. Resolution to Small County Outreach Program (SCOP) Agreement for Improvements on C-478 from US 301 to SR 471 (Staff Recommends Approval).

Documents:

[Executive_Summary_C-478 Widening SCOP Agreement.pdf](#)
[Resolution.pdf](#)
[Grant Agreement.pdf](#)

f. GENERAL ITEMS FOR CONSIDERATION

1. Resolution Reaffirming the Oath to Uphold The United States Constitution's Second Amendment (Board's Option).

Documents:

[Sumter County Second Amendment Resolution.pdf](#)

2. Approve Revisions to the Employee Manual Effective January 28, 2020 (Staff Recommends Approval).

Documents:

[Executive_Summary_Job Descriptions.pdf](#)
[Job_Descriptions.pdf](#)

3. Amend the 2019/2020 Classification and Compensation Schedule to Reflect the Reorganization of the Office of Management and Budget Division to Reclassify a Budget Analyst Position (Pay Range 26) to a Budget Technician Position (Pay Range 24) Effective January 28, 2020 (Staff Recommends Approval).

Documents:

[Executive_Summary_Classification and Compensation Schedule.pdf](#)
[Schedule.pdf](#)

4. Approve and Authorize Chairman to Execute the Amended Fire Totals 2019 and the Tax Collector's Recapitulation of the Tax Roll (Staff Recommends Approval).

Documents:

[ES-Amended Fire Total and MSBU Recapitulation.pdf](#)
[Tax Collector Fire Assessment Recapitulations.pdf](#)

5. Approval of Release of Lien for Bruno Kuhlmann (Staff Recommends Approval).

Documents:

[Executive_Summary.pdf](#)
[Release_of_Lien.pdf](#)

6. Satisfaction of Civil Restitution Lien for Raul Gonzalez-Patlan (Staff Recommends Approval).

Documents:

[Satisfaction of Civil Restitution Lien for Raul Gonzalez-Patlan.pdf](#)

7. Satisfaction of Civil Restitution Lien for Michael Anthony Hart Jr. (Staff Recommends Approval).

Documents:

[Satisfaction of Civil Restitution Lien for Michael Anthony Hart Jr..pdf](#)

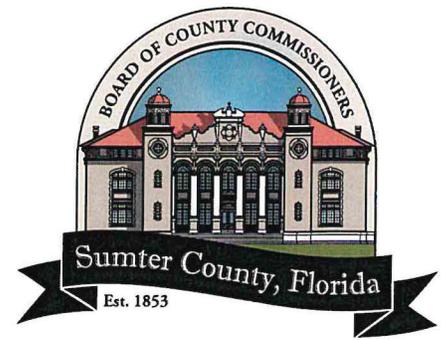
8. Satisfaction of Civil Restitution Lien for Paula Jean Petras (Staff Recommends Approval).

Documents:

[Satisfaction of Civil Restitution Lien for Paula Jean Petras.pdf](#)

Board of County Commissioners Sumter County, Florida

7375 Powell Road, Suite 200 • Wildwood, FL 34785 • Phone (352) 689-4400 • FAX: (352) 689-4401
Website: <http://sumtercountyfl.gov>



January 18, 2020

Mr. Terry Lee Schermerhorn
P.O. Box 567
Union Springs, NY 13160-0567

Mr. Terry Lee Schermerhorn
3503 CR 513
Wildwood, FL 34785

RE: Tax Increase Concerns Voiced at the January 14, 2020 Regular Meeting

Mr. Schermerhorn,

As requested, I am sending you some documentation to your homestead in New York and your seasonal home here in Sumter County.

In reviewing the two years of your ownership of the property, the tax bill for 2018 shows an assessed value of \$58,420 applied for the taxing authorities of Sumter County, the Sumter County School Board, and SWFWMD for a total of ad valorem taxes of \$650.73 and the non-ad valorem assessment of \$124.00 for fire protection services for a total tax bill of \$774.73.

The 2019 tax bill shows an increase in assessed value to \$64,260 which the increase in millage rate of the taxing authority of Sumter County and SWFWMD was applied; however, the Sumter County School Board millage rate was applied against an assessed value of \$84,370 for a total ad valorem taxes of \$905.82 and the non-ad valorem assessment of \$124.00 remained the same as the prior-year for a total tax bill of \$1,029.82.

The first review of increase valuation is based on sales in your area based on the Property Appraiser's website, as attached in the third document. As stated during the meeting, you are in a high growth area it appears that two of the properties acquired may be transitioning from residential to commercial based on the prices of \$750,000 and

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Garry Breeden, Dist 4
Vice Chairman
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7375 Powell Road
Wildwood, FL 34785

Bradley S. Arnold,
County Administrator
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Gloria R. Hayward, Clerk & Auditor
(352) 569-6600
215 East McCollum Avenue
Bushnell, FL 33513

County Attorney
The Hogan Law Firm
Post Office Box 485
Brooksville, Florida 34605

\$400,000 each. This attached sheet shows your property in the center in blue and the area sales used for the assessed value in red.

When I analyzed the two years of billings, the value increase alone (if the taxing authority rates remained the same) is the dominate driving factor (68%) of the increase in your tax bill for 2019, particularly for the higher assessed value assigned to the School Board millage rate.

The increase in your 2019 bill associated with the Sumter County Board of County Commissioners millage rate increase if your value remained the same was \$31.16. The increase with the assessed value increase was \$118.78.

As discussed, making your property in Sumter County your permanent residence would gain homestead exemptions that lower the taxable value of your property and reduce your costs for the Sumter County Board of County Commissioners portion of the bill to \$95.54.

The final document is the budget letter for the adopted FY 19/20 budget and the recommended millage rate of 6.7.

We appreciate your sharing your concerns at the last Board meeting, and based on the information I provided you; I would recommend you contact the Property Appraiser's Office at 352-569-6800 to ask more about the change in the assessed value applied against the School Board's millage rate.

Sincerely,



Bradley Arnold

Attachments: 2018 Tax Bill
2019 Tax Bill
Recent Sales Document
FY 19/20 Budget Letter

RANDY MASK

SUMTER COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2018 PAID REAL ESTATE

1077704

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
G29A394		SEE BELOW	SEE BELOW	SEE BELOW	1001

Scan to Pay Online

SCHERMERHORN TERRY LEE
PO BOX 567
UNION SPRINGS, NY 13160-0567

3503 CR 513, WILDWOOD, 34785
THE S 75 FT OF LOT 42 BLOCK B WILDWOOD
RANCH SUBD PB 3 PG 29A-29B



TAXES BECOME DELINQUENT APRIL 1ST - NO PERSONAL CHECKS ACCEPTED ON DELINQUENCIES!

Mailing Address: 220 E. MC COLLUM AVE., BUSHNELL, FLORIDA 33513 (352) 569-6740

AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
SUMTER COUNTY	5.3365	58,420	0	58,420	311.76
SUMTER CO SCHOOL BOARD	5.5070	58,420	0	58,420	321.71
SWFWMD	0.2955	58,420	0	58,420	17.26
Exemptions Applied:					
TOTAL MILLAGE		11.1390	AD VALOREM TAXES		\$650.73

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
F044 SUMTER CO MUNICIPAL SERVICES	124.00	124.00
NON-AD VALOREM ASSESSMENTS		\$124.00

COMBINED TAXES AND ASSESSMENTS \$774.73 See reverse side for important information

If Received By Please Pay	Apr 30, 2019 \$0.00				
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RETAIN THIS PORTION FOR YOUR RECORDS

IF PAID BY

RANDY MASK

SUMTER COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2018 PAID REAL ESTATE

1077704

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
G29A394		SEE ABOVE	SEE ABOVE	SEE ABOVE	1001

RETURN WITH PAYMENT

SCHERMERHORN TERRY LEE
PO BOX 567
UNION SPRINGS, NY 13160-0567

3503 CR 513, WILDWOOD, 34785
THE S 75 FT OF LOT 42 BLOCK B WILDWOOD
RANCH SUBD PB 3 PG 29A-29B

TAXES BECOME DELINQUENT APRIL 1ST - NO PERSONAL CHECKS ACCEPTED ON DELINQUENCIES!

PLEASE PAY IN U.S. FUNDS (NO POST DATED CHECKS) TO RANDY MASK TAX COLLECTOR • 220 E. MC COLLUM AVE., BUSHNELL, FLORIDA 33513 (352) 569-6740

If Received By Please Pay	Apr 30, 2019 \$0.00				
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Paid 04/22/2019 Receipt # 18-0119740 \$797.97

RANDY MASK

SUMTER COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2019 PAID REAL ESTATE

1077704

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
G29A394		SEE BELOW	SEE BELOW	SEE BELOW	1001

SCHERMERHORN TERRY LEE
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RANCH SUBD PB 3 PG 29A-29B

Scan to Pay Online



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Mailing Address: 220 E. MC COLLUM AVE., BUSHNELL, FLORIDA 33513 (352) 569-6740

AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
SUMTER COUNTY	6.7000	64,260	0	64,260	430.54
SUMTER CO SCHOOL BOARD	5.4200	84,370	0	84,370	457.28
SWFWMD	0.2801	64,260	0	64,260	18.00
Exemptions Applied:					
TOTAL MILLAGE		12.4001	AD VALOREM TAXES		\$905.82

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
F044 SUMTER CO MUNICIPAL SERVICES	124.00	124.00
NON-AD VALOREM ASSESSMENTS		\$124.00

COMBINED TAXES AND ASSESSMENTS \$1,029.82 See reverse side for important information

If Postmarked By Please Pay	Nov 30, 2019 \$0.00				
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RETAIN THIS PORTION
FOR YOUR RECORDS

IF PAID BY

RANDY MASK

SUMTER COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2019 PAID REAL ESTATE

1077704

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
G29A394		SEE ABOVE	SEE ABOVE	SEE ABOVE	1001

RETURN WITH
PAYMENT

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PO BOX 567
UNION SPRINGS, NY 13160-0567

3503 CR 513, WILDWOOD, 34785
THE S 75 FT OF LOT 42 BLOCK B WILDWOOD
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TAXES BECOME DELINQUENT APRIL 1ST - NO PERSONAL CHECKS ACCEPTED ON DELINQUENCIES!
PLEASE PAY IN U.S. FUNDS (NO POST DATED CHECKS) TO RANDY MASK TAX COLLECTOR • 220 E. MC COLLUM AVE., BUSHNELL, FLORIDA 33513 (352) 569-6740

If Postmarked By Please Pay	Nov 30, 2019 \$0.00				
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Paid 11/19/2019 Receipt # 19-0040200 \$988.63

Sumter County Property Appraiser

Joey Hooten - Bushnell, Florida - 352-569-6800

[Download Results](#)

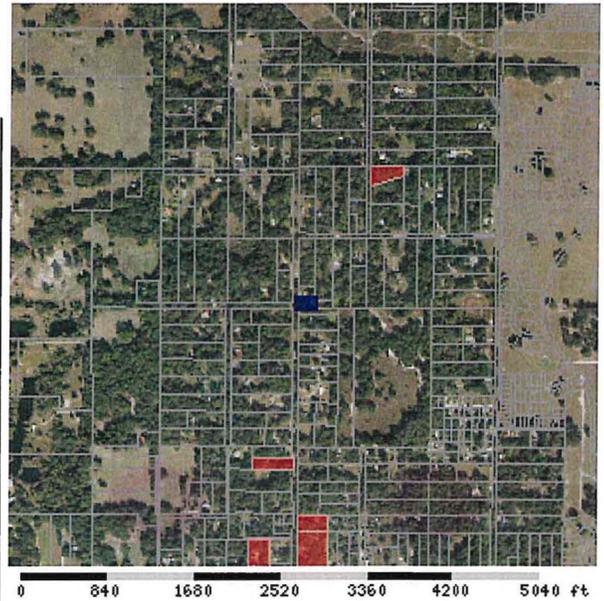
[Print this page](#)

Parcel List Generator

Current Offset Distance: 2640 feet [Run Again](#)

Land Use Filter: Show only SINGLE FAMILY (00100) Land Use type

Target Parcel: G29A394			
Owner's Name	SCHERMERHORN TERRY LEE		
Site Address	3503 CR 513, WILDWOOD, FL 34785		
Mailing Address	PO BOX 567, UNION SPRINGS, NY 13160		
Use Desc. (code)	SINGLE FAMILY (00100)		
Tax District	1001 ()	Neighborhood	2501
Land Area		Market Area	1
Description	NOTE: This description is not to be used as the Legal Description for this parcel in any legal transaction.		
THE S 75 FT OF LOT 42 BLOCK B WILDWOOD RANCH SUBD PB 3 PG 29A-29B			
Sales	NONE		

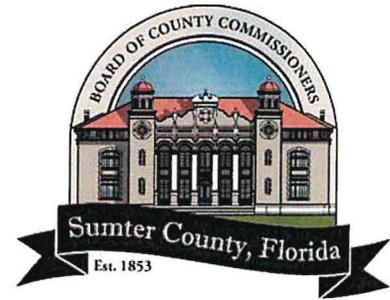


Recent Sales for SINGLE FAMILY (00100) since 2018 - Parcel List Output

1	G29A001	KHANNA DINESH	11049 BRIDGE HOUSE ROAD	WINDERMERE, FL 34786	07/2019	\$750,000			Q
2	G29008	JOHARY REAL ESTATE SERVICES LL	1321 APOPKA AIRPORT RD UNIT E	APOPKA, FL 32712	01/2019	\$400,000			Q
3	G29011	SPEAKMON DANA & HUMPHREY GREGO	3222 CR 513	WILDWOOD, FL 34785	11/2018	\$92,500			Q
4	G29A013	MOUSA AMMAR	5427 TILDENS GROVE BLVD	WINDERMERE, FL 34786	04/2018	\$85,000			Q
5	G29A201	STRONG KENNETH W & MARION	PO BOX 699	BUSHNELL, FL 33513	04/2018	\$5,800			U

Board of County Commissioners ***Sumter County, Florida***

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Website: <http://sumtercountyfl.gov>



September 12, 2019

Chairman Don Burgess
Vice Chairman Steve Printz
Second Vice Chairman Doug Gilpin
Commissioner Garry Breeden
Commissioner Al Butler

Reference: Fiscal Year 2019/2020 Final Budget

Honorable Chairman, Vice Chairman, Second Vice Chairman, and Commissioners:

The enclosed documents contain the Fiscal Year 2019/2020 (FY 19/20) Final Budget for your review and approval.

The Final Budget mirrors the details of the Tentative Budget.

This letter provides additional clarifications based on input from the public following the Tentative Millage, and Tentative Budget Public Hearing held on September 10, 2019. In short, the proposed property tax increase for the FY 19/20 budget ensures the level of service provided to the customers remain resilient over the next five years as Sumter County strives to stay in front of the rapid growth rather than behind it.

This Final Budget complies with the provisions of Chapters 129 and 200 of the Florida Statutes that govern the budget process. All revenue estimates are derived either from the State of Florida or internally generated with the exception of the ad valorem tax revenue that is derived from the final millage rate applied to the Property Appraiser's certified assessed taxable property values.

This Final Budget meets the required funding level for consolidated services within the growth of the metropolitan areas of Sumter County, including the areas of municipal and district governments while providing exceptional delivery of customer service. Sumter County maintains high standards in its service delivery.

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Bushnell, FL 33513

County Attorney
The Hogan Law Firm
Post Office Box 485
Brooksville, Florida 34605

These standards of service delivery continue to receive recognition from professional organizations such as:

Years Valid or Recognized	Recognition	Recognizing Organization
2010-2017	Certificate of Achievement for Excellence in Financial Reporting	Government Finance Officers Association (GFOA)
2013-2019	Distinguished Budget Presentation Award	GFOA
2015-2020	Accredited Public Works Department	American Public Works Association (APWA)
2017-2022	Accredited Fire & EMS Department	Commission on Fire Accreditation International
2017-2022	Accredited Emergency Management	The Council of State Governments
2019-2022	Accredited Ambulance Service	Commission on Accreditation of Ambulance Services (CAAS)
2017-2020	Accredited Economic Development Organization	International Economic Development Council (IEDC)
2017-2022	Accredited Building Department	International Accreditation Service
2018	Project of the Year 2018	Florida Chapter APWA

The Final Budget complies with the goals of the Sumter County Financial Policies in three specific areas:

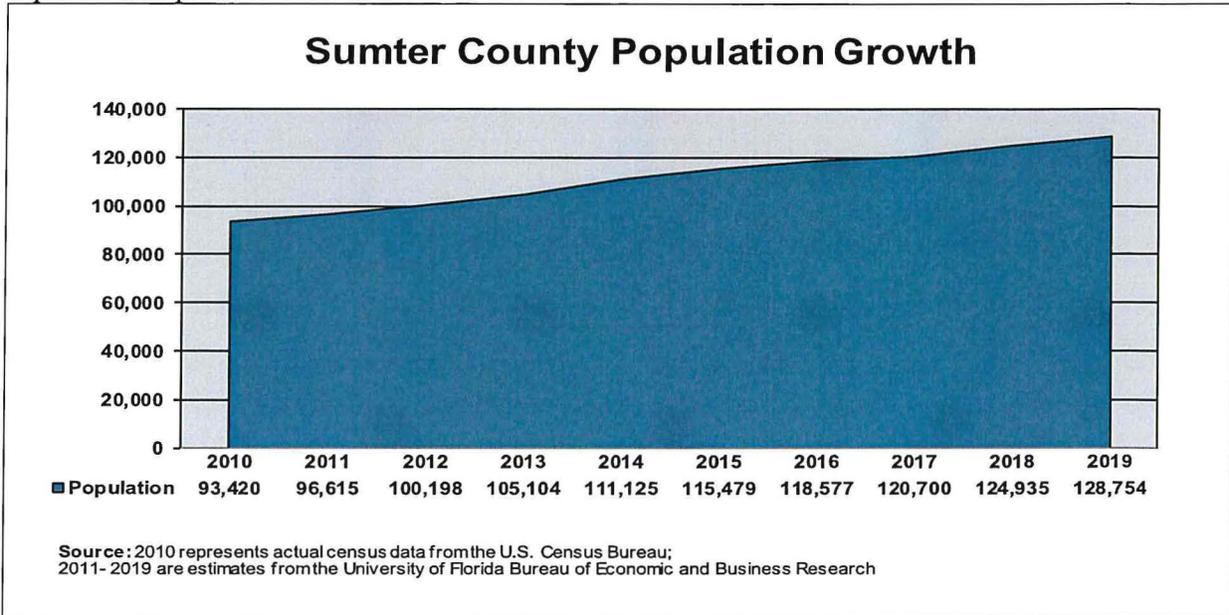
- Maintaining the financial viability of the County to provide adequate levels of services to the customers;
- Maintaining the financial flexibility to adapt to statutory, state, regional, local, economic and demographic changes; and
- Sustaining and enhancing the public infrastructure to provide for the health, safety, and welfare of the County’s citizens.

Moody’s Investor Service’s Issuer Comment 7 December 2018 shows Sumter County with a General Obligation rating of Aa2 with a very good credit position, good financial position, and low debt burden but pointed to the contraction of fund balance as a concern. The contraction of the fund balance relates to meeting the demands of a booming economy and rapid growth of Sumter County that increased reoccurring expenditures that now require additional reoccurring revenue. The final millage rate will increase the primary revenue source of the General Fund to sustain the goals of the Sumter County Financial Policies and Sumter County’s rating position.

Four target indices compare their percentage of growth from one year to the next to that of the General Fund expenditures percentage growth.

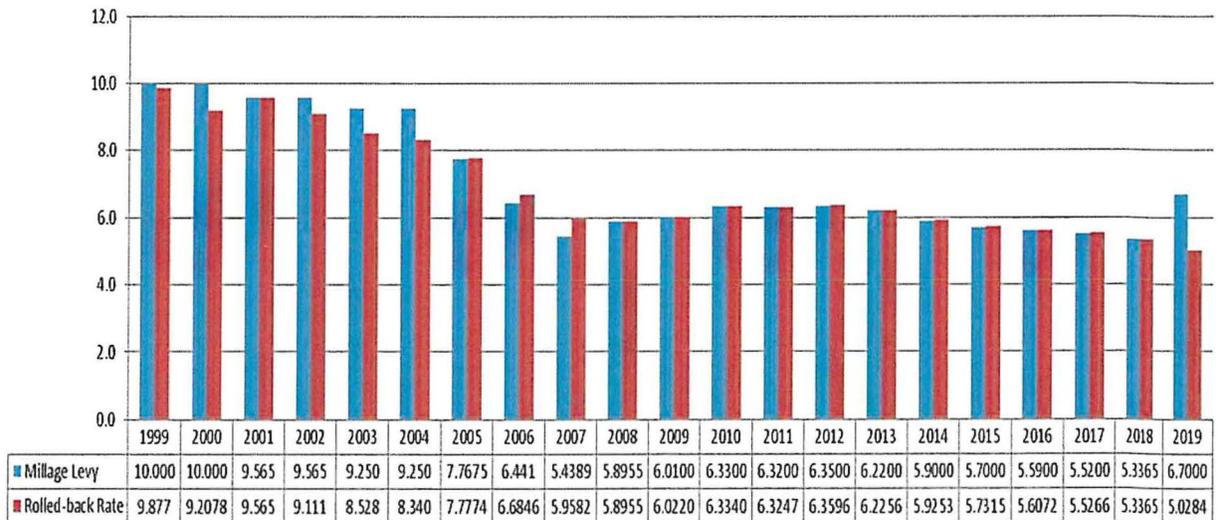
- Sumter County Population Change 2018/2019 (3.05 % : 13.45 %) (Population Source – April 2019 estimate from the U.S. Census Bureau)
- Consumer Price Index (CPI):
 - CPI-W –May 2019 (1.70 % : 13.45 %)
 - CPI-U – May 2019 (1.80 % : 13.45%)
 (Source – U.S. Bureau of Labor Statistics)
- Change in Per capita Florida personal income 2019 (3.39 % : 13.45 %) (Source – March 2019 Florida Office of Economic and Demographic Research)

The expenditure growth in the General Fund exceeds the population growth, CPI-W, CPI-U, and the per capita Florida personal income.



The Sumter County Board of County Commissioners (BOCC) meets the legal standard of no tax increase when setting the millage rate at or below the rolled-back rate. The final millage rate of 6.7000 is 1.6716 mills greater than the rolled-back rate of 5.0284 (33.09% increase) or a 25.6% increase when compared with the prior year millage rate of 5.3365 and constitutes a tax increase. For the last 14 years, Sumter County had the fourth (4th) lowest total tax rate of any county in the State of Florida with Collier, Walton, and Monroe Counties listed as the 3rd, 2nd, and lowest respectively. Collier, Walton, and Monroe Counties are all proposing a tax increase for their FY 20 budgets. For the five year projection, there is no plan for the millage rate to exceed 6.7 each year.

Sumter County Millage Rate History by Tax Year



Outlined below are the final budget increases and decreases by fund type:

	FY 18/19 Adopted Budget	FY 19/20 Final Budget	Percentage Change Increase/ (Decrease)	Dollar Change Increase / (Decrease)
General Fund	110,093,384	124,899,114	13.45%	14,805,730
Special Revenue Funds	37,884,035	80,401,683	112.31%	42,517,648
Debt Service Fund	12,018,943	13,161,110	9.50%	1,142,167
Capital Projects Funds	29,430,000	21,027,366	(28.55%)	(8,402,634)
Internal Services Fund	<u>11,857,576</u>	<u>12,742,067</u>	7.4%	<u>884,491</u>
Total of All Funds	201,283,938	252,231,340	25.3%	50,947,402

The total fund amounts in the above table include transfers from one fund to another and over inflates the change from the FY 18/19 Adopted Budget to the FY 19/20 Final Budget as most noticed in the Special Revenue Funds.

Special Revenue Funds include the Law Enforcement Trust Fund, Tourist Development Fund, Anti-Drug Abuse Fund, Emergency Telephone System Fund, State Housing Initiatives Partnering Program (SHIP) Funds, Transit Fund, Police Education Fund, Crime Prevention Fund, Boating Improvement Fund, Building Services Fund, Alcohol/Drug Abuse Fund, Court Improvement Fund, Court Local Requirements Fund, Court Technology Fund, Florida Arts License Plate Program Fund, State Mosquito Control Fund, Sumter County Road Construction District Impact Fee Fund, County Transportation Trust Fund, and Secondary Transportation Trust Fund. As implied by each of the names of each of the Special Revenue Funds, there are restrictions on the use of the revenues collected based on Florida Statutes. For example, tourist development tax dollars in the Tourist Development Fund cannot be spent to build the proposed animal services building in this Final Budget. Another example is the Sumter County Road Construction District Impact Fee Fund is limited to road capacity improvements only (new roads, widening of roads, and intersection improvements). The significant changes in the special revenue funds are found in the County Transportation Trust Fund that transfers all its revenues to the Secondary Transportation Trust. The Secondary Trust Fund shows a significant increase in revenues with the corresponding significant road maintenance and construction work balanced over the five-year planning horizon.

The Capital Projects Funds include only the Capital Outlay Reserve (Fund 305) and the 2018 Loan Construction (Fund 308). Fund 305 is used for building projects typically receiving unrestricted revenues from the General Fund as a transfer in and certain grants. Fund 308 is used for building projects based on proceeds from a bond or loan financing.

The Internal Service Fund is the Group Self-Insurance (Fund 501).

More detail about the planned revenues and expenditures will follow, starting with the General Fund since it is the largest of all of the funds in both revenues and expenditures.

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GENERAL FUND

Projected Revenues

Change Scenarios Considered

Deliberation of the following six change scenarios was part of the budget preparation process for the projection of revenues:

1. Changes in the level of local economic activity
 - a. A significant jump in local economic activity is the largest factor for both the revenue projections and planned expenditures. The Villages[®] development twelve-month rate of home construction from July 1, 2018, to June 30, 2019, was 2,100 homes, and the spillover growth outside The Villages[®] development added 341 homes. Sumter County also had 159 new commercial buildings launched to add over 2.5 million square feet of business space. One of the largest commercial buildings under construction in The Villages[®] development is a hotel/spa facility complex with a permit value over \$200 million that will contribute to the area tourism by adding a medical tourism component in the adopted Sumter County Tourism Strategic Plan.
 - b. Coupled with the age-restricted home construction and noted commercial construction is a surge in workforce housing demand and for our local construction industry. The pace of construction in all employment sectors drives the growth in tax and non-tax revenues but simultaneously urges a faster pace of capital expenditures by Sumter County, dominated by the need for more regionally significant roads, improvements to existing regional roads, and reoccurring operational expenditures. The Villages[®] Companies committed their fourth (4th) downtown in Sumter County as part of a Regional Road Agreement with Sumter County. When the new downtown begins within the next ten (10) years, another boost to capital investment, sales tax revenues, and tourism development tax revenue will grow.
 - c. The Villages[®] Companies expanded into industrial recruitment with the acquisition and development of the new Governor Rick Scott Industrial Park. They also ventured into more agribusiness with the development of The Villages[®] Grown that will launch shortly to bring fresh produce directly to the grocers and their customers within The Villages[®] development.
 - d. Sumter County's manufacturing is also experiencing continued growth including some new arrivals to Sumter County, particularly with existing industry expansions. Some of these capital investment decisions had a basis from incentives provided by Sumter County in competition with other states. Primus Pipe & Tube initiated construction of its \$30M investment as well as Great Southern Wood – Bushnell, Inc.'s \$8M warehouse and treatment facilities. Both companies are working on the next phase of their future expansions, including a potential \$500M investment by Primus Pipe & Tube. Highway Systems executed an incentive agreement to diversify their manufacturing operation and commence construction no later than 2020. One of our new firms, Mapei, started their warehouse operations and commenced the building expansion approvals for their \$5.1M manufacturing wing. One additional new manufacturer is performing its due diligence phase for acquiring property to locate their manufacturing and distribution operations based on the support and incentives provided by Sumter County.
 - e. The growing interest in Sumter County as a location for agribusiness research accelerated after the recruitment of Agromillora Florida, Inc. Agromillora is currently considering its next expansion in Sumter County. Briteleaf Nursery expanded its

operation to include a research and development (R&D) facility at their existing nursery operation in Lake Panasoffkee with the support of Sumter County incentives targeting R&D. With the recent and proposed changes for hemp and marijuana production, Sumter County Economic Development is fielding more site visits and inquiries for investment in Sumter County due to the pro-agriculture policies of the Board of County Commissioners but also the central location for distribution via the multiple regional and interstate transportation access point.

2. Federal economic and workforce changes

Federal economic and workforce changes are currently favorable for economic development in Sumter County. The federal tax reductions stimulated our local manufacturing to expand their operations to respond to the rise in national economic activity. National economists are conflicted in the timing and depth of the next recession; however, as seen during the recent recession, the partnership with The Villages[®] Companies prevented the decline in property values in Sumter County more so than any other county in the State of Florida as well as provided continued, albeit slower, home and commercial construction for the duration of the recession. The continued construction aided in maintaining a viable workforce in Sumter County as the upswing from the recession materialized.

3. Changes in state tax and expenditure policies

The State of Florida ruled that school boards providing emergency sheltering will not separately seek federal reimbursement from the Federal Emergency Management Agency (FEMA); instead, each county will be responsible for the reimbursement of the school board directly based on the FEMA criteria. This ruling increases the cash outlay of Sumter County when activating emergency shelters owned by the Sumter County School Board and decreases cash flow due to the length of time for FEMA reimbursement for eligible expenditures. Due to the delay in FEMA and the State Department of Emergency Management reimbursement of local governments, multiple back-to-back emergencies could have significant cash flow implications for Sumter County. Following Hurricane Irma's impact to Sumter County in September 2017, it was not until June of 2019 that FEMA cleared the final and largest amount (over \$2 million) for final review by the Florida Department of Emergency Management for release to Sumter County; therefore, reimbursement is still pending.

4. Federal and state mandates requiring local expenditures

Although the state mandates from the Marjory Stoneman Douglas High School Public Safety Act targeted local schools as the responsible party for increased staffing of security personnel at each school, the schools and Sumter County supported the use of the Sheriff's School Resource Officers for this service. The School Board and The Villages[®] Charter Schools each contracted with Sumter County and the Sheriff to best utilize the limited state funding. After the first year of implementation of the new law in 2018, additional requirements emerged from the updated law in 2019 with no appreciable funding from the State of Florida to the schools. Sumter County entered into a new contract, effective July 1, 2019, for one year, with each school entity having a finite and discretionary amount of staff hours of school resource officers to deploy for their school security requirements. Each school entity will reimburse Sumter County at a rate of \$25 per hour; therefore, Sumter County's assistance is greater than the budgeted \$500,000 reimbursement from the schools. This level of financial support is a clear indicator of the Board of County Commissioners care for the children and educators of Sumter County.

5. Changes in financial markets

When the Federal Reserve Board indicated continued increases in the federal funds rate, future borrowing by Sumter County will have increased costs; therefore, during FY 17/18 Sumter County secured a 20-year note at 2.96% for the \$30.1 million for three major capital

projects directly associated with the demands from the growth in Sumter County (a fire station, a parking structure at the courthouse complex, and an additional jail housing unit). With the market rates for financing still favorable and the demand for repair and expansion of roads, this Final Budget includes borrowing of \$40 million in a 10-year note or bond. The rate of interest for the term is planned at no greater than 3.5% for projects. The financing supports the timing of the road projects committed in The Villages® Companies Regional Road Agreement that are the direct responsibility of Sumter County (Buena Vista Boulevard south of SR 44 to Meggison Road and CR 525E from CR 525 to US 301 to serve the industrial park area) as well as regional road repairs, resurfacing, and capacity improvements such as the balance of the rehabilitation of Morse Boulevard from C-466 to SR 44, Buena Vista Boulevard from C-466 to SR 44, C-466A two eastbound lanes from Canal Street to Morse Boulevard, Powell Road from CR 44A to SR 44, C-475N from the Marion County line to C-466, C-478 from US 301 to Center Hill and a new signal at C-466 and Preston. Using beneficial market timing can advance these road projects to support continued economic development, traffic management and safety, and support of property values.

6. Major demographic changes

As the county with the highest average age as well as the highest median aged population in our nation, this population continues to grow due to the success of The Villages® development. A large number of older adults in Sumter County drives the growth of the number and quality of medical services in Sumter County, such as free-standing emergency rooms, future hospitals, and specialty medical care. The need to diversify the economy remains a priority due to the demographic growth as noted with the focused incentives to increase the manufacturing and agribusiness R&D presence in Sumter County.

These change scenarios coupled with three primary assumptions noted below, influence revenue estimations, including those that are tax and non-tax generated. Using moderate economic and demographic assumptions to develop fiscal projections implies that all reasonable effort of considering mitigating factors occurred. It is likely that unanticipated events can affect the long-term projections of revenues or expenditures in the future.

The major assumptions for the next fiscal year are demographic, policy, and economic activity.

Demographic Assumptions

The continued growth of The Villages® age-restricted and non-age-restricted residential developments assumes a contribution rate of an average net gain of 3,000 people per year. Based on the residential home construction rates, this assumption continues to have validation.

Policy Assumptions

The FY 19/20 revenue resource estimates align with the Financial Policies of the Sumter County Board of County Commissioners. With the demand for capital road funding, the Public Works operational funding shifts fully in this Final Budget from the County Transportation Trust Fund (CTT) to the General Fund. The assumption is the Financial Policies will be in effect through the five-year budget period unless otherwise modified by subsequent legal actions, budgetary changes, or actual economic conditions.

Economic Assumptions

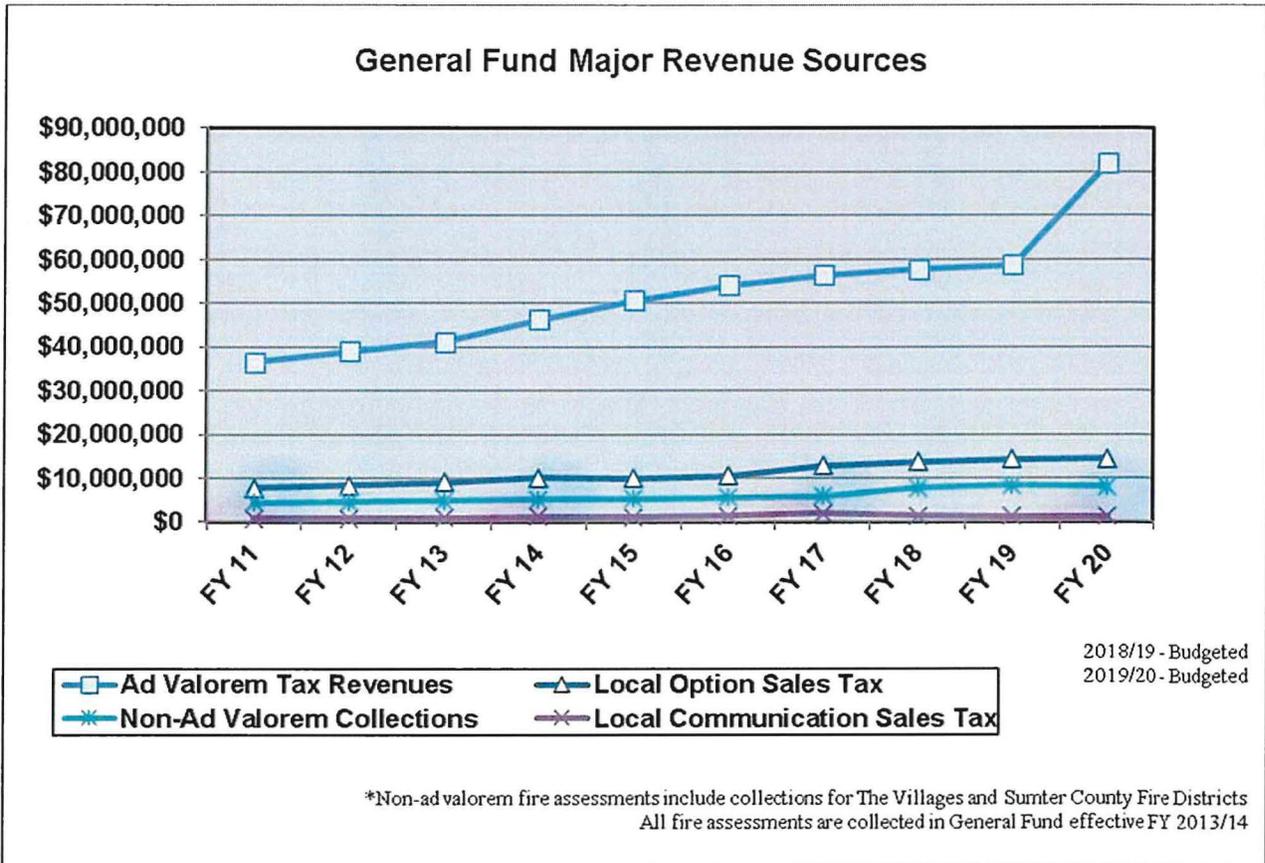
Revenue projections depend on the current and projected indicators of national, regional, and local economic conditions. Such signs include short-term interest rates, stock market fluctuations, employment rates, residential and industrial construction, housing and retail sales, and inflation. Revised assumptions for each of these indicators influence revenue projections over the five-year budget period.

Revenue Sources

The General Fund has eighty-nine (89) sources of revenue. The largest single revenue source is property tax (ad valorem).

The other sources of revenue include local option sales tax, non-ad valorem assessments, intergovernmental transfers, charges for services, and other sources.

The total projected General Fund Revenue for FY 19/20 is \$124,899,114. The revenue projection is an increase of \$14,805,730 compared with the FY 18/19 adopted budget. The Final Budget balances the expenditures and reoccurring revenues and provides 1% of the General Fund operating expenditures as a Reserve for Cash Balance Forward to provide for recovery and more modest carrying amount for the next FY Budgeted Cash Balance Forward. Cash balance forward is not a recurring revenue source. The cash balance forward revenue projection is \$9,597,771 less than the adopted FY 18/19 budget. The Ad Valorem revenue is \$82,113,728 or (65.74%) of all General Fund sources of revenue.



Projected General Fund Expenditures

The major reoccurring operational service increases include the significant subsidy funding for Sheriff's school resource officers to support the School Board and The Villages® Charter School compliance with the Marjory Stoneman Douglas High School Public Safety Act and its latest amendments, the increase in presence of The Villages® Public Safety Department as The Villages® development grows, and consolidated services that started during FY 18/19 such as fleet maintenance services for all Sumter County operations, excluding the Sheriff's Office, and the Community Development Districts (CDDs), 911 call taking/dispatch (all municipalities), regional road street lighting (all CDDs and municipalities), Geographic Information Systems (GIS) (all CDDs and municipalities less Wildwood), Signalization (all CDDs and municipalities less Bushnell).

The expenditure budget process is a modified zero-based process that requires a review of the detailed justifications and priorities for all requested expenditures. The Final Budget contains a five-year operational budget (Proforma) with a comparison of the Final Budget to the prior year adopted and amended budget and a five-year capital improvement plan. This projected expenditure budget section summarizes only the significant changes under the headings of Personnel, Operations, and Capital. The General Fund is the primary focus in this letter; however, other funds are highlighted for any significant changes in the Final Budget.

Personnel

The single largest operational expenditure in a local government's budget is the cost of salaries and benefits. The Final Budget includes funding for positions as noted below:

BOCC proposes a net decrease of two positions for a total of 213 positions (210 full-time and three (3) part-time).

The Supervisor of Elections proposes a net increase of one (1) position for a total of 13 positions.

The Sheriff's Office proposes a net increase of eight (8) positions for a total of 358 positions.

The Tax Collector proposes a net decrease of two (2) positions for a total of 34 positions.

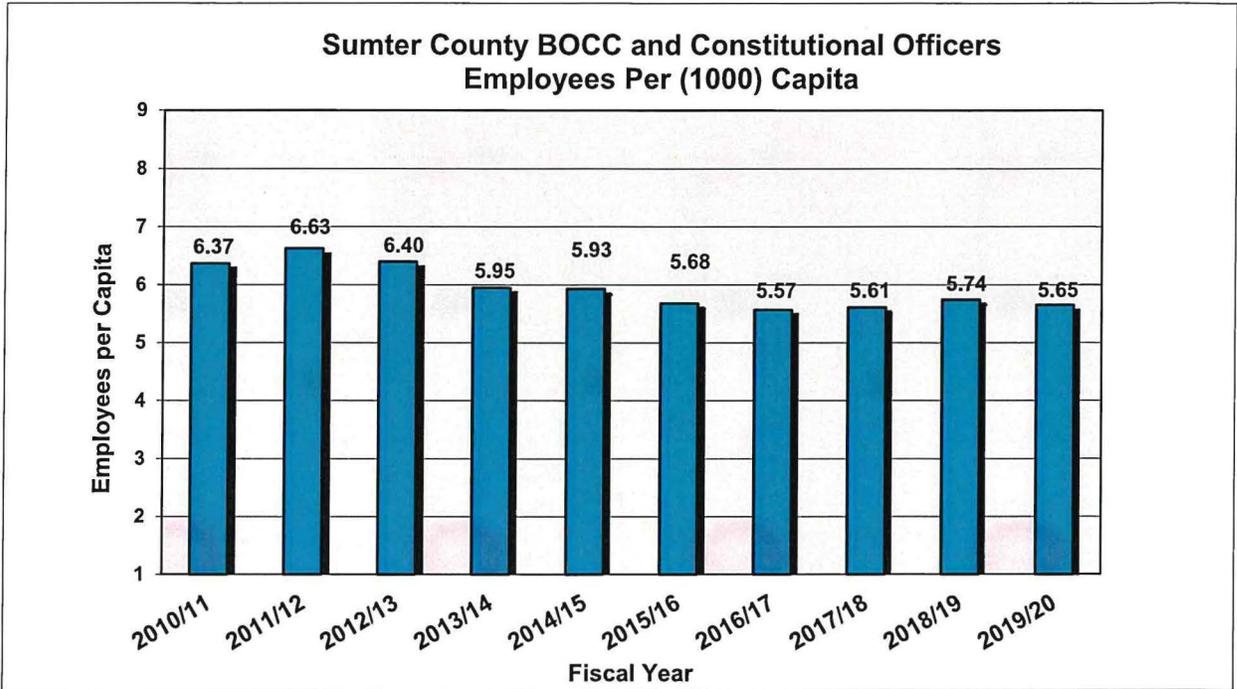
The Clerk of Circuit Court proposes a net increase of two (2) positions for a total of 61 positions.

The Property Appraiser proposes a net increase of two (2) positions for a total of 23 positions.

The attached document "FY 19/20 Sumter County Organization" illustrates the deployment location of personnel in providing services to our customers.

The combined total of BOCC and Constitutional Officers positions on a per capita basis (1,000 persons of the population) per year comparison is below the 2007/08 benchmark of 6.47 employees.

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Included in this budget is funding for a salary increase provided by the BOCC direction at January 2019 workshop of 2.8% for the Sumter County BOCC and Constitutional Officer budgets.

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Provided below is a summary of all the changes to positions that include the elimination, the addition, and any other changes to the positions from the adopted FY 18/19 budget and reflected in the Final Budget FY 19/20 organizational chart:

	POSITION	DIVISION	DESCRIPTION
ADDITIONS			
1	Fleet Manager	Assistant County Administrator	Approved during FY 18/19 – to support the transit and increased fleet responsibilities
2	Assistant Public Works Director - Facilities and Parks	Facilities and Parks	Approved during FY 18/19 – to support the vertical construction projects and increased contract management responsibilities
3	Quality and Compliance Assurance Manager	Compliance and Quality Assurance	Approved during FY 18/19 - to provide increased oversight of quality and compliance of patient outcomes and the citizen information center responsibilities
4	Quality Assurance Technician	Compliance and Quality Assurance	Approved during FY 18/19 - to support the quality and compliance responsibilities
5	Budget Analyst	Office of Management and Budget	Approved during FY 18/19 – to support the increased financial and budget compliance requirements
DELETIONS			
1	(2) GIS Technicians	Public Safety	Approved during FY 18/19 – contracted out fully the functions of GIS to fill the demand and flexibility requirements
2	Chief Building Inspector	Building Services	Proposed to contract out this service to support the Building Official demand needs and flexibility requirements
3	Animal Control Technician	Animal Services and Mosquito Control	Proposed to increase the existing contracted services to fill the demand and flexibility requirements
4	(2) Administrative Professionals	Administrative Services	Approved during FY 18/19 – the increased use of contracted services to fill the demand and flexibility requirements

RECLASSIFICATIONS AND REASSIGNMENTS			
1	Reclassification of four (4) Administrative Professional positions to four (4) Records and Information Specialist positions	Administrative Services	Approved during FY 18/19 – to support the increased demand and statutory compliance of open records, website compliance, agenda preparation, and other high functioning responsibilities
2	Reclassification of an Animal Control Technician to an Animal Control Technician Supervisor	Animal Services and Mosquito Control	Approved during FY 18/19 – to provide increased oversight of the contracted support as well as increase coordination for adoptions and rescues
3	Reclassification of an Animal Control Officer to an Animal Control Supervisor	Animal Services and Mosquito Control	Approved during FY 18/19 – to increase the availability of an ACO supervisor for training ACOs as well as support for personnel in the field
4	Move Animal Services and Mosquito Control Division to the Assistant County Administrator Department	Assistant County Administrator	Approved during FY 18/19 – to provide greater oversight for transitions and performance as well as support to the teams
5	Create the Compliance and Quality Assurance Division and add it to the Assistant County Administrator Department	Assistant County Administrator	Approved during FY 18/19 - to support more quality and compliance oversight of patient outcomes and the citizen information center
6	Move Emergency Management Division to the Assistant County Administrator Department	Assistant County Administrator	Approved during FY 18/19 – to centralize oversight of the BOCC public safety services
7	Move Fleet Services Division to the Assistant County Administrator Department	Assistant County Administrator	Approved during FY 18/19 – to provide direct oversight of the interface and operations of the increased fleet maintenance since a significant portion are public safety vehicles. To also correct the course of the transit operations for better performance outcomes
8	Move Fire and Emergency Medical Services Department to the Assistant County Administrator Department	Assistant County Administrator	Approved during FY 18/19 - to centralize oversight of the BOCC public safety services
9	Eliminate the Public Safety Support Division	Assistant County Administrator	Approved during FY 18/19 – the division’s dispersal to Emergency Management and Compliance and Quality Assurance rendered it obsolete

10	Reclassification of an Administrative Professional to a Quality Assurance Technician	Compliance and Quality Assurance	Approved during FY 18/19 – to coincide with the shift of the Citizen Information Center responsibilities to the Compliance and Quality Assurance Division from the Administrative Division
11	Reclassification of a Quality Assurance Analyst to a Quality Assurance Technician	Compliance and Quality Assurance	Approved during FY 18/19 – to update the additional technical responsibilities of the position
12	Reclassification of an Administrative Professional to a Development Technician	Development Services	Approved during FY 18/19 – to increase the support of building services due to the increased workload from the significant building permitting activities
13	Reclassification of the Assistant Economic Development Director to an Economic Development Specialist - PT	Economic Development	Approved during FY 18/19 – to retain the talents of the former Economic Development Director
14	Reclassification of a Technology Project Specialist to an Emergency Management Technician	Emergency Management	Approved during FY 18/19 – to increase the support to Emergency Management with its additional public safety radio responsibilities
15	Reclassification of the Fire Chief from a pay range 38 to a pay range 34	Fire and EMS	Approved during FY 18/19 - to provide for the appropriate compensation for this position and reflect the standard hours of this position
16	Reclassification of the Assistant County Budget Officer from a pay range 33 to a pay range 36	Office of Management and Budget	Approved during FY 18/19 – to place in the correct range for the duties being performed and aid in the recruitment for the position
17	Reclassification of an Equipment Operator to a Traffic Engineering Technician	Operations	Approved during FY 18/19 - to support the growth in signage, lighting, and signalization support
18	Create the Facilities and Parks Division in the Public Works Department	Public Works	Approved during FY 18/19 – to support the growth of facilities and park maintenance, modifications, and new vertical construction projects

	POSITION	OFFICER	DESCRIPTION
	ADDITIONS		
1	(2) Financial Clerk II	Clerk of the Circuit Court	Proposed to support the additional financial reporting and auditing demands
2	(4) Civilian Road Patrol	Sheriff	Proposed to increase law enforcement activities on patrol and decrease the time for accident reporting for customers
3	(4) Dispatch Call Taker	Sheriff	Proposed due to the increased demand from the consolidation of services with Wildwood
4	Deputy Clerk	Supervisor of Elections	Proposed due to the growth of registered voters
5	Valuation Director	Property Appraiser	Proposed to direct the commercial appraisals, field appraisers, and tangible personal property functions
6	Data Entry Specialist	Property Appraiser	Proposed to support the growth of property data entry
	DELETIONS		
1	(2) Customer Service Specialist	Tax Collector	Increased efficiencies and use of contract employees to meet the performance criteria

BOCC

In addition to the summary of position changes that occurred in FY 18/19 and proposed in FY 19/20, the initial research was favorable for the recommendation and subsequent approval in August 2019 to outsourcing the Mosquito Control operations. The formal budget documentation of this change will be updated as an amendment to the adopted FY 19/20 budget so the currently open and filled positions will remain through the reduction in force period ending on February 2020.

The maximum salaries of all of the elected officials including the Commissioners are set by the State of Florida each September per Florida Statutes §145.001; therefore the salaries were budgeted estimates. Likewise, the participation of Sumter County in the State of Florida Retirement System (FRS) is mandatory per Florida Statutes Chapter 121; therefore, the budgeted contribution rates follow the directive received from the State of Florida in July of each year. Sumter County has an additional mandate to participate in the State of Florida Retiree Health Insurance Subsidy (HIS) Program that is also a cost-sharing, multiple-employer defined benefit pension plan per Section 112.363, Florida Statutes.

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Operations

Public Works

Effective June 1, 2019, Public Works ceased supplemental payments to the Districts for landscaping for consistency throughout the jurisdictions in Sumter County. With this reduction in payments, Districts 1-3 shed their street lighting costs to Sumter County and the municipalities and Districts 5-10 gained the same benefit for the named and regional roads within those areas. The difference in this transition for the District governments was \$300,000 annually to their benefit, and an estimated \$200,000 will benefit the municipal governments for the cost shifts to the County.

Public Works started its migration that will be fully in place, as noted in this Final Budget for full funding in the General Fund rather than the County Transportation Trust (CTT) Fund 103.

The full complement of engineering staff members are in place and include five (5) people to manage the closeout of the existing construction projects and manage the significant increase in the size and number of road projects.

The stormwater work activity will continue to provide regular inspection and repair of stormwater piping in The Villages® development as well as canal cleaning in the southern areas of Sumter County and long-term planning in partnership with the Southwest Florida Water Management District (SWFWMD). The SE 25th Jumper Creek Crossing project is budgeted but dependent on funding and permitting support from SWFWMD before proceeding. The demand for this project was evident in the aftermath of Hurricane Irma as the pipes were inadequate to handle the flow in the creek and weakened the structure for residents to access their homes.

The FY 18/19 budget contemplated the surplus and sale of the Croom-A-Coochee Recreation Park due to inactivity and vandalism; however, two grants remain associated with this park until June 30, 2025. Reconsideration can occur after this date without financial penalty from the grantor.

Assistant County Administrator

Fleet & Transit

FY 17/18 provided the first phase of implementation of the leased vehicle program from one-ton and less with the support of the Property Appraiser, Tax Collector, Supervisor of Elections, UF/IFAS, and Health Department. This program continued into FY 18/19 with the leasing of only four vehicles as a review of the actual usage of vehicles led to a reduction in the size of our overall fleet that was one of the targeted benefits of the program. The transition will show in the future reduced long-term maintenance costs, increase in the positive appearance, safety, and fuel efficiency of the new leased vehicles. This program allows the change out of vehicles on a five-year term to maximize the utility of the vehicles within its warranties and ensure each vehicle achieves at least 10,000 miles of annual usage. The fleet operation transition to the Assistant County Administrator supported the customer service need associated with the consolidation of fleet maintenance with the District governments as of June 1, 2019.

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Fire & EMS

The new West Wildwood Fire station #33 located near the intersection of CR 44A and SR 44 and East of I-75 will be constructed by the end of FY 20; therefore, additional staffing will be required in FY 21.

County Administrator

The Villages® Public Safety Department

The new fire station #47 opened in July 2019, and additional stations and staffing are planned to coincide with the rapid pace of growth of The Villages® development. The dates of the proposed openings and associated staffing are represented by an expenditure increase of \$1 million each year, starting after FY 20.

OMB

The new Assistant Budget Officer will start the review to select new budgeting software to replace the existing software that lacks effective reporting capabilities for the division managers to tie the funding of operations with their operational performance measures. It is the desire to select software that not only serves our internal needs but also provides outward access to the citizens for their review of the budget details and performance reporting of the organization.

Welfare

Sumter County's mandated liability increased from \$1,363,672 to \$1,423,712. These State of Florida mandated costs are associated with the required Medicaid participation, Indigent Burials, and the Health Care Responsibility Act.

Reserves

Reserve for Contingency

Sumter County Financial Policies set a minimum General Fund reserve for contingency (RFC) at five percent and a maximum of ten percent of the General Fund operating budget; therefore, transfers and other reserves are not included. The Final Budget has the RFC at \$5,840,653 or slightly greater than the five percent (5%) minimum of the General Fund operating portion of the fund. The basis for maintaining the Reserve for Contingencies is to provide funds for unforeseen circumstances such as major weather events.

Reserve for Cash Balance Forward (RCBF)

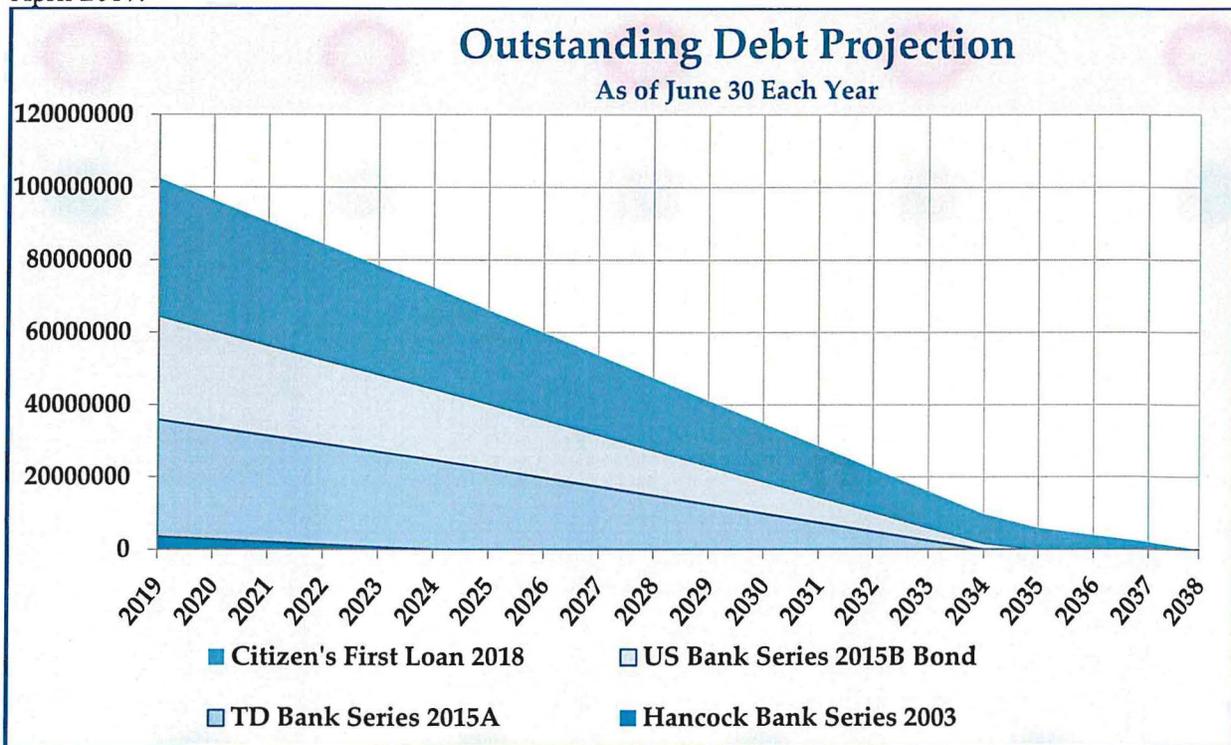
The Sumter County Financial Policies require a minimum of two (2) months cash flow (16.67% of the General Fund operating budget) derived from a Government Finance Officers Association recommendation of an unrestricted fund balance of no less than two months. The policies also provide a recovery period to regain that position should there be a need to budget less than the required minimum. Based on the amount of prepayment of property taxes in Sumter County and to reduce the millage rate for FY 20, the Final Budget has the RCBF at 1% of the General Fund Operating Expenditures. The RCBF provides the reserves for cash flow for the General Fund. The secondary benefit of the RCBF is to reduce the fluctuation and reliance on the budgeted cash balance forward revenue since it is a one-time revenue source.

Reserve for Other Post-Employment Benefits (OPEB)

Governmental Accounting Standards Board (GASB) Statement 45 requires an update of the Other Post-Employment Benefits (OPEB) net obligation valuation every two years. Post-employment healthcare benefits are the most common form of OPEB. Funding of OPEB is not required; however, the proposed reserve amount is \$500,000 and remain at this level to demonstrate acknowledgment of the liability.

DEBT SERVICE FUND

Pledged revenues from the half-cent sales tax, state revenue sharing, and pari-mutuel funds pay the principal and interest of the Hancock Bank 2003 Series Bond Refunding, TD Bank 2006 Series Bond Refunding, 2015B Series Bond and 2018 Citizens First Bank Loan. After satisfying the debt service payments, surplus funds transfer to the General Fund. The Banc of America debt for the Public Safety Radio System retired during FY 18/19. Fitch Ratings listed Sumter County with an AA+ rating for this Debt Service Fund as of April 2017.



Outstanding Debt Summary					
As of June 30 2019					
	Final Payment Date	Original Principal	Original Interest	Total Financed	Total Outstanding As of 6/30/19
Hancock Bank Series 2003	6/1/2024	\$ 7,340,000	\$ 824,801	\$ 8,164,801	\$ 3,594,950
TD Bank Series 2015A Loan	6/1/2034	\$ 28,602,982	\$ 9,701,622	\$ 38,304,604	\$ 32,260,142
US Bank Series 2015B Bond	6/1/2035	\$ 24,330,000	\$ 11,365,265	\$ 35,695,265	\$ 28,653,188
Citizen's First 20 Year Bank Loan	6/1/2038	\$ 30,066,000	\$ 9,770,274	\$ 39,836,274	\$ 37,921,961
Total Outstanding Debt		\$ 90,338,982	\$ 31,661,962	\$ 122,000,944	\$ 102,430,240

CAPITAL FUNDS

The Capital Outlay Reserve Fund and Bond Construction Fund include the completion of the courthouse complex parking structure, the continuation of the construction of the 256-bed jail housing addition, and the completion of the new Fire Station 33 including the road, stormwater, and utilities to serve the site and future industrial park, an expansion of the existing north fleet maintenance building, and an additional building for animal services.

Capital Outlay Reserve Fund (Fund 305)

The Capital Outlay Reserve Fund receives a transfer from the General Fund to support the vertical construction projects not funded by debt service. The animal services building will support the removal of the two temporary sheds used for storage of food and laundry equipment. It will also provide a smaller room for the now infrequent use of euthanasia so that the existing euthanasia building can transition to another cat segregation for disease and aid in increased rescue and adoption opportunities. The north fleet maintenance building needs an expansion to support the future opportunity of the Sheriff’s fleet when the time for this consolidation appears as well as to house the displaced Public Works equipment used for servicing road, signs, and signals in the north area of Sumter County.

Fund	Projects	Location	Project Cost
Capital Outlay Reserve	Animal Services Building	Lake Panasoffkee	\$200,000
Capital Outlay Reserve	Expansion of the North Fleet Maintenance Building	Wildwood	\$700,000
Total FY 19/20			\$900,000

2018 Loan Construction Fund (Fund 308)

Projects in the 2018 Loan Construction Fund reflect projects in the BOCC Capital Improvement Plan but funded through the issuance of the 2018 Loan. The FY 19/20 plan for these projects includes the completion of the first two projects and the jail housing project extending into FY 20/21 for completion early 2021.

Fund	Projects	Location	Project Cost
2018 Loan Construction	West Wildwood Fire Station #33	Wildwood	\$2,290,000
2018 Loan Construction	Courthouse Parking Structure and Lighting Upgrade	Bushnell	\$2,837,366
2018 Loan Construction	Jail Housing Unit and Supporting Infrastructure	Bushnell	\$8,000,000
Total FY 19/20			\$13,127,366

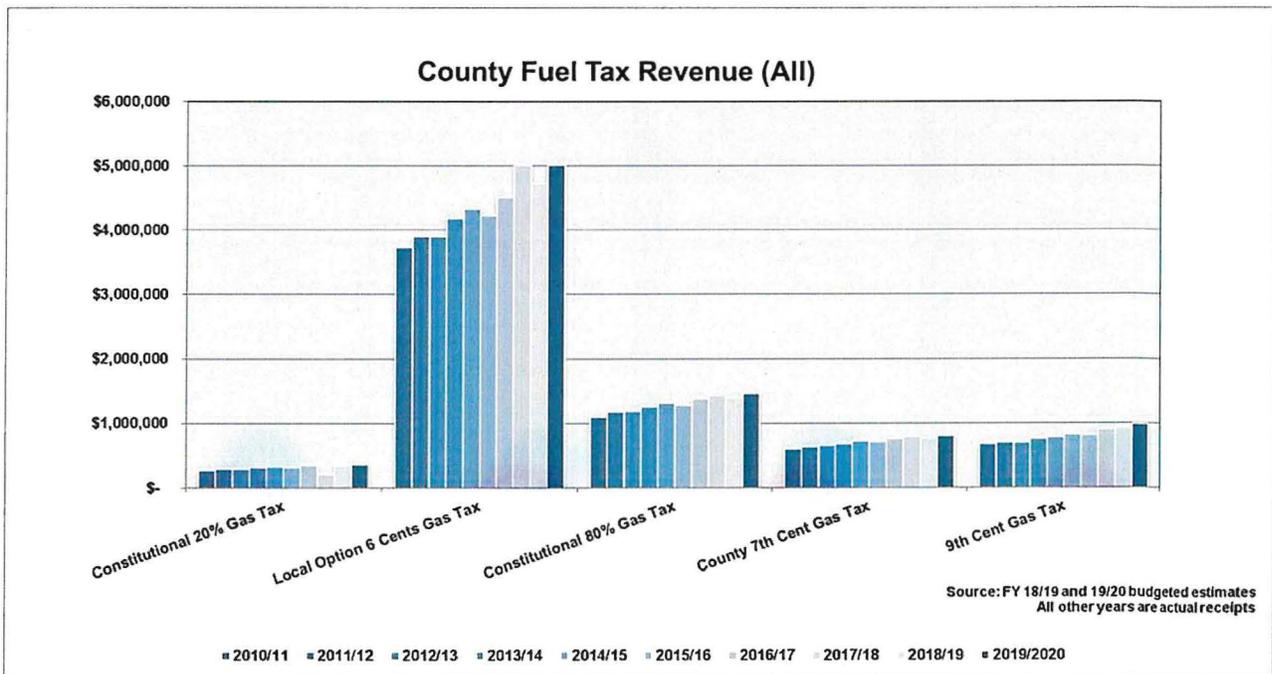
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SIGNIFICANT SPECIAL REVENUE FUNDS

The Final Budget provides a significant increase in road construction projects as found in three major special revenue funds: Fund 103, Fund 106, and Fund 153. To meet the demand for maintenance and support the continued demand for capacity to meet the growth of the community, this Final Budget recommends financing a \$40 million note from the revenues from Fund 103 and Fund 106 as well as two projects for funding by the Road Impact Fee Fund (completion of Warm Springs Avenue from CR 505 to US 301 and the improvement to CR 229 from SR 44 to CR 462). Several regionally significant road projects are included in the financing as part of The Villages® Regional Road Agreement such as the phases of Marsh Bend Trail, Meggison Road, Morse Boulevard south of Warm Springs Road, Corbin Trail, and improvements on Warm Springs Avenue east of Florida’s Turnpike, Marsh Bend Trail. The section of Marsh Bend Trail (fka C-501) south of the Corbin Trail roundabout to C-470 is planned for funding from Fund 106 and a Better Utilizing Investments to Leverage Development (BUILD) grant if awarded. The CR 551 area of roads is proposed for funding from Fund 106 and a Community Development Block Grant if awarded.

County Transportation Trust Fund (103)

The County Transportation Trust Fund (CTT) receives gas taxes as its primary revenue source. As noted in the graphic below, gas taxes do not have the same growth rate as Sumter County’s population or the demand for maintenance of the road system. The Final Budget dedicates all CTT funds as a transfer to the County Transportation Secondary Trust Fund (ST) for use for the capital road projects. The operational expenditures are part of the General Fund in the Final Budget and moving forward.



Secondary Trust Fund (106)

The revenue sources for Fund 106 include the County Transportation Trust (CTT) gas taxes, Secondary Trust (ST) gas taxes, Small County Outreach Program (SCOP) state grant funds, Small County Resurfacing Program (SCRAP) state grant funds, Local Agency Program (LAP) federal grant funds, BUILD federal grant funds, Community Development Block federal grant funds, other grant revenues, and transfers from

the General Fund as required. The project summaries and FY 19/20 portion of the project costs are summarized in the following table.

Fund	Project	Description	Project Cost
Secondary Trust	C-48 Withlacoochee River Bridge (SCOP)	Complete the balance of the rehabilitation project	\$10,000
Secondary Trust	CR 48 Jumper Creek Bridge (SCOP)	Complete the balance of the rehabilitation project	\$50,000
Secondary Trust	C-470 Lake Panasoffkee Outlet Bridge #184054 (SCOP)	Complete the balance of the rehabilitation project	\$50,000
Secondary Trust	C-476 Withlacoochee Bridge (SCOP)	Complete the balance of the rehabilitation project	\$70,000
Secondary Trust	C-478 from SR 471 to South Center Hill East – Less Curves covered under LAP (SCOP)	This project consists of the resurfacing of C-478 from SR 471 to the Southern limits of the City of Center Hill	\$4,284,100
Secondary Trust	C-478 From US 301 to SR 471 - Less Curves covered under LAP	This project consists of resurfacing and addition of shoulders for C-478 from US 301 to SR 471	\$2,164,000
Secondary Trust	C-478 Curves from US 301 to the Southern Limits of Center Hill (LAP)	The project consists of grade and pavement modifications as well as signage to improve the safety of the curves on C-478 from US 301 to the Southern limits of the City of Center Hill	\$1,123,300
Secondary Trust	CR 462 from CR 475 to US 301 (LAP)	This project consists of widening, and other improvements along C-462 from NE 15th Drive to CR 228 to improve the safety of the curve	\$324,220
Secondary Trust	Advanced Traffic Management System (CIGP)	The Advanced Traffic Management System (ATMS) Master Plan Phase I implementation	\$1,026,500
Secondary Trust	Marsh Bend Trail (fka C-501) from Corbin Trail roundabout to C-470 (BUILD)	This project will widen to 4-lanes the balance of Marsh Bend Trail to C-470. The FY 19/20 work will be the design if awarded the grant	\$2,532,000
Secondary Trust	CR 245E/CR 245A Intersection and Resurfacing	Complete the balance of this project from FY 18/19	\$170,000
Secondary Trust	CR 525E Phase II	This project involves the construction of the widening and realignment of CR 525E from US 301 to CR 525/CR 525E west of CR 525. The project will improve the operation of the industrial properties in the area and stage for the future realignment of US 301 and serve the future interchange at I-75	\$2,500,000

Fund	Project	Description	Project Cost
Secondary Trust	CR 551 area road resurfacing (CDBG)	This project will consist of a partnership with the City of Bushnell as water line extension will be part of the project to improve the success of the grant application to resurface the roads in this area	\$900,000
Secondary Trust	C-466A from Canal to Morse Boulevard (Eastbound two lanes only)	This project will provide the rehabilitation of the pavement as it shows signs of similar rapid deterioration as found on Morse Boulevard and Buena Vista Boulevard from C-466 to SR 44	\$500,000
Secondary Trust	Morse Boulevard from Stillwell Roundabout to SR 44	This project will provide the rehabilitation of the pavement	\$6,000,000
Secondary Trust	Buena Vista Boulevard from north of the Arnold Palmer Roundabout to CR 44A	The project will provide the rehabilitation of the pavement	\$6,000,000
Secondary Trust	C-475N from the Marion County Line to C-466 / Buena Vista Boulevard from CR 44A to SR 44 / Powell Road from CR 44A to SR 44	This project consists of three road segments for milling and resurfacing	\$1,381,169
Secondary Trust	New signalization at C-466 and Preston Drive	This project will provide 4-way signalization at this intersection	\$575,000
Secondary Trust	New signalization at Inspiration Drive and C-462	Funding of the project is 75% from one developer and the balance from a future developer on the opposite side of C-462. It will provide 4-way signalization at this future intersection	\$450,000
Secondary Trust	Buena Vista Boulevard from SR 44 to Meggison Road	This project will start with a design in FY 19/20 and provide a four-lane facility to connect regional roads	\$1,100,000
Total FY 19/20			\$31,210,289

The new regional roadway contract with The Villages® Companies made the CTT and ST gas taxes as well as the Road Impact Fees priority revenues for meeting the financial payment obligations under the contract. This contract requires The Villages® Companies to provide the right-of-way, design, and long-term stormwater management of the right-of-way for all regional roads in the agreement except CR 525E, Marsh Bend Trail south of the Corbin Trail roundabout, and Buena Vista Boulevard south of SR 44. These roads of exception will be the full responsibility of Sumter County. The Villages® Companies will also provide the financing (fronting the construction costs with no interest (0%) for a term of five years) for the construction portion only for the regional roads noted in the contract with the noted exceptions listed herein. In exchange for this public-private partnership, The Villages® Companies committed their fourth downtown in Sumter County rather than in neighboring Lake County.

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Road Impact Fee Fund (Fund 153)

Projects in the Road Impact Fee Fund reflect a portion of the BOCC Capital Improvement Plan for roads. The funds for capital originate from the fees collected for the consumption impact of new development on the road network in Sumter County at the point of building permit issuance. A study of the road impact fees is underway to meet the Florida Statutory obligations; however, no increase of the fee is proposed due to the required increase in building permit fees effective October 1, 2019. The Marsh Bend Trail Project (formerly known as C-501) from Warm Springs Avenue to the southside of the Corbin Trail roundabout was completed in FY 18/19. The two projects proposed for funding by the Road Impact Fee Fund for the FY 19/20 are noted in the below table. The completion of the Warm Springs Project will conclude the last Road Impact Fee Credit Agreement. CR 229 has a total projected cost of \$4,968,831 over three years of the design, right-of-way acquisition, and construction. The revenues for this fund are projected to remain at \$3.5 million annually.

Fund	Project	Location	Project Cost
Road Impact Fee	Completion of Warm Springs Avenue (formerly known as C-468) from CR 505 to US 301	Wildwood	\$2,246,000
Road Impact Fee	CR 229 from SR 44 to CR 462	Wildwood	\$300,000
		Total FY 19/20	\$2,546,000

BUILDING SERVICES FUND

The building permit fees were artificially low along with a 50% discount for electronic submission of plans to both encourage a more paperless review process and to reduce the reserves in this fund. As planned with the FY 18/19 budget adoption, a study concluded the necessity to increase the fees to ensure service costs were fully covered. The Final Budget includes the revenues required by the fee increase and as adopted by the BOCC at its August 13, 2019 meeting for an effective date of October 1, 2019, to provide sufficient notice to the customers of the rate increase and adjustments in the permitting software.

COURT TECHNOLOGY FUND

This fund receives its major revenue from \$2 per recorded page in the official records of the Clerk of Circuit Court. The fund supports the technology needs of the court (judges) and the offices of Guardian Ad Litem, the State Attorney, and the Public Defender. Fees from the Clerk of Circuit Court are not sufficient to meet the demand for the court technology services. Per Florida Statutes §29.008, the BOCC is responsible for supporting Court Technology Fund activities; therefore, the Final Budget includes a subsidy of \$300,000 from the General Fund.

BOATING IMPROVEMENTS FUND

Projects in the Boating Improvements Fund historically met the needs of the boat ramp parks of Sumter County. Due to meeting all anticipated demands at these facilities, this fund is proposed to support the City of Wildwood’s Lake Deaton Park and the anticipated demand from the new residents of The Villages® development and the surrounding area. The funds for capital originate from the vessel registration fees.

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INTERNAL SERVICE FUND

GROUP INSURANCE FUND

The only internal service fund is Sumter County's self-insurance fund for its health and dental plan and voluntary coverages. This fund serves the BOCC and the Constitutional Officers. The implementation of the voluntary LifeScan program beyond the mandatory use for our Fire & EMS personnel was successful not only in participation but also the primary purpose of early detection and treatment of medical issues to reduce long-term hospitalization expenses. The BOCC approved increases to the employee, dependent, and retiree rates effective October 1, 2019, as claim expenses increased. Based on our actuarial reporting, we will be seeking another premium increase on October 1, 2020, to reduce the General Fund Transfer to support this fund. The new Florida State law will further increase the need for premium increases for this fund since any firefighter diagnosed with cancer will receive a \$25,000 payout from the insurance fund.

SUMMARY

The Final Budget for FY 19/20 provides a millage rate that is greater than the rolled-back rate constituting an increase in property taxes. This budget supports the commitments to the increased capital investments in facilities and regional roadways to encourage further capital investment from private sources for sustained economic prosperity in Sumter County.

Each year the preparation of the budget improves in levels of detail and justification. This effort requires participation at all levels within Sumter County's entities with the Office of Management and Budget, providing the substantial compilation of this Final Budget for your review. I appreciate the efforts of all employees to provide a transparent presentation of the financial and operational plan for Sumter County's delivery of service.

Sincerely,



Bradley Arnold
County Administrator



BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Application for Amendment to Certificate
of Authorization to Delete Service Area in Sumter and
Lake Counties by South Sumter Utility Company, LLC

Docket No. 20200012-WS

**NOTICE OF APPLICATION FOR AMENDMENT TO CERTIFICATE OF
AUTHORIZATION TO DELETE SERVICE AREA**

NOTICE IS HEREBY GIVEN on this 14th day of January, 2020, pursuant to Section 367.045 Florida Statutes, and Section 25-30.036(4), Florida Administrative Code, of the of the Application of South Sumter Utility Company, LLC, for amendment of its Certificates of Authorization to delete territory in Sumter and Lake Counties, Florida. The Utility is not requesting any changes to its rates, classifications, charges, rules or regulations in this application. (The following is a simplified legal description, and a complete legal description may be obtained by contacting Martin S. Friedman, whose contact information is below):

A tract of land lying in of Sections 1 & 12, Township 20 South, Range 23 East, in Sumter County, and in Section 7, Township 20 South, Range 24 East, Lake County, Florida, south of the Florida Turnpike.

Any objections to the Application must be made in writing and filed with the Commission Clerk, Office of Commission Clerk, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, no later than 30 days from the date of this Notice. Please send a courtesy copy to Martin S. Friedman, Esquire, mfriedman@deanmead.com, Dean Mead, 420 South Orange Ave., Suite 700, Orlando, Florida 32801, (407) 310-2077. The objection must state the grounds for the objection with particularity.

South Sumter Utility Company, LLC
3601 Kiessel Road
The Villages, Florida 32163
CustomerService@districtgov.org
Phone (352) 750-0000
Fax (352) 751-3936

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Affordable Housing Advisory Committee (AHAC) Vacancy (Board's Option).

REQUESTED ACTION: Board's Option

Meeting Type: Regular Meeting

DATE OF MEETING: 1/28/2020

CONTRACT: N/A

Vendor/Entity: _____

Effective Date: _____

Termination Date: _____

Managing Division / Dept. **Administrative Services**

BUDGET IMPACT: _____

FUNDING SOURCE: _____

Type: N/A

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

The purpose of the AHAC is to:

- Review the established policies and procedures, ordinances, land development regulations, and adopted local government comprehensive plan of the appointing local government.
- Recommend specific actions or initiatives to the Board of County Commissioners to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value.
- Serve as the Citizen Advisory Task Force (CATF) for Community Development Block Grants.

The committee shall follow the guidelines mandated in Section 420.9076 and Section 290.0426, Florida Statutes and Rule Chapter 73C-23, Florida Administrative Code.

The governing board of a county or municipality shall appoint the members of the affordable housing advisory committee. Pursuant to the terms of any Interlocal agreement, a county and municipality may create and jointly appoint an advisory committee. The local action adopted pursuant to S. 420.9076, which creates the advisory committee and appoints the advisory committee members must name at least 8 but not more than 11 committee members and specify their terms. The committee must consist of one representative from at least six of the categories below:

- (a) A citizen who is actively engaged in the residential home building industry in connection with affordable housing.
- (b) A citizen who is actively engaged in the banking or mortgage industry in connection with affordable housing.
- (c) A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
- (d) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
- (e) A citizen who is actively engaged as a for-profit provider of affordable housing.
- (f) A citizen who is actively engaged as a not-for-profit provider of affordable housing.
- (g) A citizen who is actively engaged as a real estate professional in connection with affordable

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

housing.

- (h) A citizen who actively serves on the local planning agency pursuant to S.163.3174. If the local planning agency is comprised of the governing board of the county or municipality, the governing board may appoint a designee who is knowledgeable in the local planning process.
- (i) A citizen who resides within the jurisdiction of the local governing body making the appointments.
- (j) A citizen who represents employers within the jurisdiction.
- (k) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

Triennially, the advisory committee shall review the established policies and procedures, ordinances, land development regulations, and adopted local government comprehensive plan of the appointing local government and shall recommend specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. The recommendations may include the modification or repeal of existing policies, procedures, ordinances, regulations, ordinances, or plan provisions; the creation of exceptions applicable to affordable housing; or the adoption of new policies, procedures, regulations, ordinances, or plan provisions, including recommendations to amend the local government comprehensive plan and corresponding regulations, ordinances and other policies. At a minimum, each advisory committee shall submit a report to the local governing body that includes recommendations on, and triennially thereafter evaluates the implementation of, affordable housing incentives in the following area:

- (a) The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects, as provided in S. 163.3177 (6) (f) 3.
- (b) The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.
- (c) The allowance of flexibility in densities for affordable housing.
- (d) The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.
- (e) The allowance of affordable accessory residential units residential zoning districts.
- (f) The reduction of parking and setback requirements for affordable housing.
- (g) The allowance of flexible lot configurations, including zero-lot-line configurations, for affordable housing.
- (h) The modification of street requirements for affordable housing.
- (i) The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
- (j) The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
- (k) The support of development near transportation hubs and major employment centers and mixed-used developments.

Sector Position

Status

Term

**SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY**

Building Industry	Diana Couillard	7/12/2018 - 7/12/2020
Essential Service Personnel	Robert Hanson	7/12/2018 - 7/12/2020
For-profit Housing Provider	Priscilla Lewis	7/12/2018 - 7/12/2020
Sumter County Resident	Karen C. Davis	7/12/2018 - 7/12/2020
Areas of Labor Activity	Vacant	7/12/2019 - 7/12/2021
Banking Industry	Samantha Crane	7/12/2019 - 7/12/2021
Low Income Advocate	Sandra Woodard	7/12/2019 - 7/12/2021
Non-profit Housing Provider	Gene Barton	7/12/2019 - 7/12/2021
Real Estate Professional	Danny Smith	7/12/2019 - 7/12/2021
Local Planning Agency	Karl Holley	7/12/2019 - 7/12/2021
Employer Representative	Matthew Yoder	7/12/2019 - 7/12/2021
Alternate	Michelle Purl	7/12/2018 - 7/12/2020

Prepared by: Charlene Pittman

Grammarly Check

ORDINANCE 2016- 07

AN ORDINANCE OF SUMTER COUNTY, FLORIDA, PURSUANT TO THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM, AMENDING THE CODE OF ORDINANCES, CHAPTER 12, ARTICLE III, SECTION 12-47 TO REFLECT CHANGES OUTLINED IN SENATE BILL 1534 REGARDING THE REQUIREMENTS RELATED TO THE CREATION AND APPOINTMENT OF MEMBERS OF THE AFFORDABLE HOUSING ADVISORY COMMITTEE; PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY, PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Ordinance 1993-1, 2013-04, and 2015-12 adopted by the BOCC established policies within the Sumter County Affordable Housing Assistance Program, pursuant to Section 420.907 through 420.9079, Florida Statutes, which was codified in Chapter 12, Article III, Section 12-41 through 12-48 of the Sumter County Code;

WHEREAS, the Sumter County Board of County Commissioners desires to amend the requirements related to the creation and appointment of members of the Affordable Housing Advisory Committee in ordinance with SB 1534 that was signed into law by Florida Governor, Rick Scott, on April 8, 2016;

WHEREAS, the revision to Section 12-47 will remove the requirement for committee members to be appointed by a resolution and decreases the required number of members from eleven to eight;

WHEREAS, the revision allows for more flexibility in the selection of members as the committee now must consist of one representative from at least six of the sectors listed below instead of eleven;

- (1) A citizen who is actively engaged in the residential home building industry in connection with affordable housing;
- (2) A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing;
- (3) A citizen who is a representative of those areas of labor engaged in home building in connection with affordable housing;
- (4) A citizen who is designated as an advocate for low-income persons in connection with affordable housing;
- (5) A citizen who is a for-profit provider of affordable housing;
- (6) A citizen who is a not-for-profit provider of affordable housing;
- (7) A citizen who is actively engaged as a real estate professional in connection with affordable housing;
- (8) A citizen who actively serves on the local planning agency of the county;
- (9) A citizen chosen by the Board of County Commissioners from any profession or occupation;
- (10) A citizen who represents employers within the jurisdiction;
- (11) A citizen who represents essential services personnel, as defined in the local housing assistance plan;

WHEREAS, the revision includes changes to correct reference numbers of the Florida Statute and Florida Administrative Code, adds a triennial reporting requirement as well as changes to the process on how the committee makes recommendations to the Board of County Commissioner regarding the Affordable Housing Incentives;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Sumter County, Florida as follows:

SECTION 1. PURPOSE. The purpose of this Ordinance is to Amend the Sumter County Code of Ordinances: Chapter 12, Article III, Section 12-47, "Sumter County Affordable Housing Advisory Committee" for reasons set forth in the above Whereas clauses, which are incorporated herein.

SECTION 2. AUTHORITY. Pursuant to Article VIII, Section 1 of the Florida Constitution and Section 125.01 and 125.66 of the Florida Statutes, the Sumter County Board of County Commissioners has all powers of local self-government to perform county functions and render county services and facilities except when prohibited by law, including the authority to amend it Code of Ordinances.

SECTION 3. CODIFICATION. It is the intention of the BOCC that the provisions of this Ordinance shall become and be made part of the Sumter County Code and the word "ordinance" may be changed to "section", "article", or other appropriate work or phrase and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention.

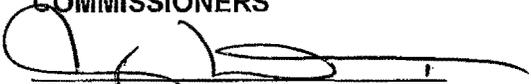
SECTION 4. CONFLICTS AND REPEALER. This Ordinance shall cumulative of all provisions of the ordinances of Sumter County, Florida, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event all Ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its adoption by the Sumter County Board of Commissioners.

PASSED AND ADOPTED BY THE SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS, SUMTER COUNTY, FLORIDA, THIS 24 DAY OF May, 2016.

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS


GARRY BREEDEN, CHAIRMAN



Connie Webb

GLORIA HAYWARD
SUMTER COUNTY CLERK OF CIRCUIT COURT
BY: CONNIE WEBB, Deputy Clerk

Exhibit "A"

Sec. 12-47. - Sumter County Affordable Housing Advisory Committee.

(a) Establishment, Purpose and Intent. There is hereby created the Sumter County Affordable Housing Advisory Committee (hereinafter referred to as the "committee" or "advisory committee"), whose members shall be appointed by the Board of County Commissioners. The local action adopted pursuant to F.S. § 420.9072 which creates the advisory committee and appoints the advisory committee members must name at least eight (8) but not more than eleven (11) committee members and specify their terms. Six (6) members shall constitute a quorum. The committee may not take formal actions unless a quorum is present, but may meet to hear presentations if duly noticed. The committee must consist of one representative from at least six of the categories listed below:

- (1) A citizen who is actively engaged in the residential home building industry in connection with affordable housing;
- (2) A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing;
- (3) A citizen who is a representative of those areas of labor engaged in home building in connection with affordable housing;
- (4) A citizen who is designated as an advocate for low-income persons in connection with affordable housing;
- (5) A citizen who is a for-profit provider of affordable housing;
- (6) A citizen who is a not-for-profit provider of affordable housing;
- (7) A citizen who is actively engaged as a real estate professional in connection with affordable housing;
- (8) A citizen who actively serves on the local planning agency of the county;
- (9) A citizen chosen by the Board of County Commissioners from any profession or occupation;
- (10) A citizen who represents employers within the jurisdiction;
- (11) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

All members must be full-time residents of Sumter County, Florida.

- (b) Term. Six (6) initial members shall serve three-year terms following their appointment, while the remaining initial members shall serve two-year terms following their appointment. All members or their successors may thereafter be appointed for two-year terms at the sole discretion of the Board of County Commissioners. If a member is unable to finish his or her term, his or her replacement shall serve the remainder of the departed member's existing term before being eligible for an appointment to a new two-year term. Alternates shall serve a term of two (2) years.
- (c) Meetings. Meetings shall be held monthly for the first year of committee existence and quarterly, or more frequently, as necessary thereafter. The committee shall comply with the the Sunshine Law, the Florida Public Records Laws including F.S. Ch. 119, and the special provisions regarding notice of plan considerations found in F.S. Ch. 420. Minutes of the meeting will be kept by Sumter County staff and the meetings shall be recorded via audio recording.
- (d) Officers. The committee shall annually elect a Chairperson, Vice Chairperson, and such other officers as it deems necessary. The Chairperson is charged with the duty of conducting the meeting in a manner consistent with Florida law and Roberts Rules of Order.
- (e) Support. Administrative and facility support for advisory committee shall be provided by the Board of County Commissioners and Housing Services staff.

(f) Duties. The advisory committee shall have the following duties:

(1) Review established policies and procedures, ordinances, land development regulations, and the adopted county comprehensive plan, and recommend specific initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. The recommendations may include the modification or repeal of existing policies, procedures, ordinances, regulations or plan provisions; those creations of exceptions applicable to affordable housing; or the adoption of new policies, procedures, regulations, ordinances or plan provisions. Triennially, the advisory committee shall make recommendations on affordable housing incentives in the following areas to the Board of County Commissioners:

- a. The processing of approvals of development orders or permits, for affordable housing projects is expedited to a greater degree than other projects, as provided in F.S. § 163.3177(6)(f)3.
- b. The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.
- c. The allowance of flexibility in densities for affordable housing.
- d. The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.
- e. The allowance of affordable accessory residential units in residential zoning districts.
- f. The reduction of parking and setback requirements for affordable housing.
- g. The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
- h. The modification of street requirements for affordable housing.
- i. The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
- j. The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
- k. The support of development near transportation hubs and major employment centers and mixed-use developments.

The committee recommendations may also include other affordable housing incentives identified by the advisory committee. The committee shall make recommendations approved by a majority of its membership at a public hearing. Notice of the time, date and place of the public hearing of the advisory committee to adopt final affordable housing incentive recommendations shall be advertised in a newspaper of greatest general circulation in Sumter County.

(2) The committee shall serve as the Community Development Block Grant Citizen Advisory Task Force (CATF), pursuant to F.S. § 290.046. The committee shall meet as the CATF as needed to review and monitor Community Development Block Grant projects consistent with the requirements of 73C-23.0041(5)(d), Florida Administrative Code.

Editor's note— Ord. No. 13-04, § 1, adopted Apr. 9, 2013, amended § 12-48 by changing the title from Sumter County Affordable Housing Incentive Plan to Sumter County's Affordable Housing Incentive Review and Implementation Process.

Sec. 6-22. - Construction Industry Licensing Board of Sumter County.

There is hereby established and continued the Construction Industry Licensing Board of Sumter County which shall hereinafter be referred to as the "licensing board."

- (a) *Powers and duties.* The primary responsibilities of the licensing board shall be as follows:
- (1) To evaluate and approve/disapprove contractors for local licensing via the issuance of competency cards, except when a contractor applies for a competency card through the reciprocity procedures set forth in section 6-29. When a contractor applies for a competency card through the reciprocity procedures of this code, the building official shall be responsible for the approval/disapproval of such applications.
 - (2) To act in the capacity of an impartial hearing board for complaints against licensed contractors and to discipline said licensed contractors when warranted.
 - (3) To act in the capacity of an impartial hearing board on reports of unlicensed contractor activity, and to refer said reports to the board when warranted.
- (b) *Appointment, terms and attendance of members.*
- (1) *Appointment.* The licensing board shall consist of five (5) members appointed by the board of county commissioners. Each member shall be a legal, bona fide resident of the county and meet all other appointee requirements established by the board. Membership shall be consistent with 61G4-20.001(1)(b) of the Florida Administrative Code. All contractors appointed shall hold an active competency card or a state certificate of competency.
 - (2) *Terms.* The term of office for each member of the licensing board shall be three (3) years. Each member of the licensing board shall serve until his or her successor is qualified and begins serving on the licensing board. Members of the licensing board shall be eligible for re-appointment.
 - (3) *Attendance.* Licensing board members serve at the pleasure of the board and may be suspended or removed for cause. If any member fails to attend two (2) of three (3) successive meetings without cause and approval of the chair, the licensing board may, by majority vote, declare that member's position vacant and notify the board, who shall promptly fill such vacancy. A member who ceases to be a resident of the county, or a contractor member who does not hold a current license, shall be automatically dismissed.
 - (4) *Officers.* The licensing board shall elect from among its members a chairman and vice-chairman annually. Officers shall serve for a term of one (1) year, with eligibility for subsequent re-election.
 - (5) *Meetings.* The licensing board shall meet at 6:00 p.m. on an as-needed basis at the designated location at which the board conducts its scheduled business. Applicants will be notified of the specific meeting date and location through the letter of notification sent to the applicant by the department. The department shall furnish a secretary who shall maintain written or electronically produced minutes of each meeting and provide clerical services for the licensing board. The county attorney or county attorney designee (also an attorney) shall be present at all meetings. Meetings may be rescheduled to a date certain if a quorum, is not available, or, in the alternative, if the building official finds the scheduled agenda items are not of an urgent nature, the issues for consideration shall be added to the next scheduled licensing board meeting agenda.
 - (6) *Quorum and voting.* A quorum for the licensing board shall consist of a simple majority of the duly appointed members. All members of the licensing board shall vote on each motion that comes before the board, unless a legally recognized conflict of interest exists, in which case a conflict of interest form shall be filed with the licensing board secretary, thus excusing said member from voting on any such matter.

(7) *Rules and regulations.* The licensing board may establish and adopt rules and regulations, in compliance with this article, for the conduct of its members and shall include such actions in the written minutes of the meeting.

(Ord. No. 2009-03, 3-10-09; Ord. No. 2015-11, § 3, 6-23-15; Ord. No. 2017-04, § 3A, 2-28-17; Ord. No. 2018-06, § 3, 2-27-18)

**SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: County Tourist Development Council Vacancy (Board's Option).

REQUESTED ACTION: Board's Sumter Option

Meeting Type: Regular Meeting

DATE OF MEETING: 1/28/2020

CONTRACT: N/A

Vendor/Entity: _____

Effective Date: _____

Termination Date: _____

Managing Division / Dept: **Office of Management & Budget**

BUDGET IMPACT: _____

FUNDING SOURCE: _____

Type: N/A

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

Pursuant to Section 125.0104(4), Florida Statute, Sumter County established The Sumter County Tourist Development Council, indicating the intention of the county to consider the enactment of an ordinance levying and imposing the Tourist Development Tax.

The council shall be established by ordinance and composed of nine members who shall be appointed by the governing board. The chair of the governing board of the county or any other member of the governing board as designated by the chair shall serve on the council. Two members of the council shall be elected municipal officials, at least one of whom shall be from the most populous municipality in the county or sub-county special taxing district in which the tax is levied. Six members of the council shall be persons who are involved in the tourist industry and who have demonstrated an interest in tourist development, of which members, not less than three or more than four, shall be owners or operators of motels, hotels, recreational vehicle parks, or other tourist accommodations in the county and subject to the tax. All members of the council shall be electors of the county. The governing board of the county shall have the option of designating the chair of the council or allowing the council to elect a chair. The chair shall be appointed or elected annually and may be reelected or reappointed.

Sector	Position Status	Term
Chair	Doug Gilpin	
RV/Motel Owner/Operator	Raquel Nacaxe	11/01/2016 - 11/01/2020
RV/Motel Owner/Operator	Vacant	11/01/2016 - 11/01/2020
RV/Motel Owner/Operator	Bobby Hunt	11/01/2018 - 11/01/2022
Tourist Industry	Rebecca Morrison	11/01/2016 - 11/01/2020
Tourist Industry	Evelyn Stetler	11/01/2018 - 11/01/2022
Tourist Industry	Ronald McMahan	11/01/2018 - 11/01/2022
Municipality	Don Levens	11/01/2018 - 11/01/2022
Sub-County Taxing Dist. Municipality(Large)	Joe Elliott	11/01/2016 - 11/01/2020

Prepared by: Charlene Pittman

Grammarly Check

SUMTER COUNTY ORDINANCE 2013- 08

AN ORDINANCE OF SUMTER COUNTY, FLORIDA AMENDING ORDINANCE 2010-22 AND, SPECIFICALLY, THE SUMTER COUNTY TOURISM DEVELOPMENT TAX PLAN TO ALLOW FOR A REALLOCATION OF TOURIST DEVELOPMENT TAX FUNDS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Sumter County, Florida have determined that a reallocation of funds from revenue generated by the Tourist Development Tax approved by Sumter County voters via referendum would be in the best interests of Sumter County.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Sumter County, Florida, as follows:

SECTION 1. AMENDMENT.

Ordinance 2010-22 shall be amended as follows:

The "Objectives" and "Definitions" Section of the Sumter County Tourist Development Tax Plan shall be amended to read as stated in "Exhibit A" attached hereto and incorporated as if stated fully herein.

SECTION 2. EFFECTIVE DATE.

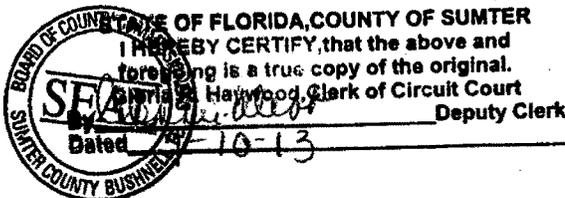
This Ordinance shall take effect upon recording with the Secretary of State by the Sumter County Clerk, on a date no later than October 1, 2013.

SECTION 3. SEVERABILITY.

If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not effect other provisions or applications of the Ordinance which can be given the effect without the invalid provision or application, and to this end, the provision of this act are declared severable.

2013 JUL 15 AM 11:43
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

FILED

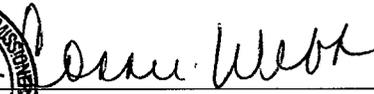


DONE AND ORDAINED this 9th day of July 2013, in regular session by the Sumter County Board of County Commissioners in Bushnell, Florida.

ATTEST: GLORIA HAYWARD
CLERK OF CIRCUIT COURT

SUMTER COUNTY, FLORIDA

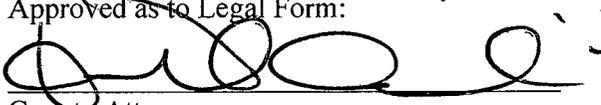



Deputy Clerk
Connie Webb


By: Chairman
DOUG GILPIN

(SEAL)

Approved as to Legal Form:


County Attorney
George Angeliadis

TOURIST DEVELOPMENT TAX

OBJECTIVE

The Sumter County Tourist Development Council endeavors to support local organizations in their effort to develop and promote an event by making available special grant funding, provided that the organization has met the requirements of the Application and Reimbursement process.

LEGISLATIVE AUTHORITY / TDC HISTORY

The Florida State Legislature enacted the Local Option Tourist Development Act (Section 125.0104, Florida Statutes) in response to the growing need of Florida counties to provide additional revenue sources for tourist development in an *effort* to stimulate the local economy. In response to this need, the voters of Sumter County approved in 2004, a two (2%) percent Tourist Development Tax on transient rental accommodations. A Tourist Development Council (hereinafter referred to as "TDC") was created as an advisory Council to the Sumter County Board of County Commissioners (hereinafter referred to as "BOCC") for the purpose of making recommendations, based on statutory guidelines, for the use of the revenue generated by the Tourist Development Tax.

REVENUES

Tourist Development Tax revenues are generated by overnight guests staying in Sumter County RV parks/campgrounds, hotels, motels and condominiums. As a rule, any short term lodging of six months or less is subject to the two percent tax in addition to Sumter County's sales tax. Collections are received through the Florida Department of Revenue and returned to the County on a monthly basis for the County's use. Sumter County records this revenue in a separate Tourist Development Tax fund.

USE OF REVENUES

Florida law outlines the proper use of these tax funds. Funds will be allocated as follows:

15% for FY 2013-14; 30% for FY 2014-15 to FY 2017-18 of the annual budget for the following combined categories

PROMOTIONAL ACTIVITIES – Development of projects that benefit and enhance the tourism industry within Sumter County (i.e. - development of wayfinding signage or tourism website maintenance).

ADVERTISING - Placement of advertisements and co-op advertising at intra-state, state or county level in magazines, newspapers, radio, etc. Development and placement of printed publications, brochures, rack cards, web sites, kiosk systems, tourism trade shows, billboards and any type of advertising opportunities for Sumter County (i.e. - ads directed at specific tourism industry or for general tourism promotion).

SINGLE EVENTS – Sponsorship of events to attract tourism to Sumter County (i.e. - fishing or sporting tournaments that may change geographical location each year).

REOCCURRING EVENTS – Annual events that have been determined to net reoccurring tourism that will most likely draw visitors from out of county who will stay overnight in local hotels, and/or RV parks (i.e. - festivals, County Fair and Dade Battlefield Reenactment).

85% for FY 2013-14; 70% for FY 2014-15 to FY 2017-18 of the annual budget for the following category

CAPITAL IMPROVEMENTS - Projects within the county to establish new or refurbish existing facilities for recreational activities, cultural events and performances within Sumter County.

**SUMTER COUNTY TOURIST DEVELOPMENT COUNCIL
TOURIST DEVELOPMENT FUND GRANT REQUEST**

- **PURPOSE** - The Sumter County TDC was established to act as an advisory Council to the BOCC for the promotion of tourism in Sumter County. As such, the TDC allocates a portion of the Tourist Development Tax revenue for grants to support events that further the purposes of the TDC by promoting tourism. This document sets forth the guidelines and categories for grant requests from Tourist Development Tax funds. Grant applications will be accepted from organizations that will sponsor and promote tourism activities within Sumter County, bring substantial numbers of tourists/visitors to the County and promote overnight bed stays within the County. Tourism Development funds must be matched with other funding sources and must not be the sole source of income.
- Representatives from organizations submitting an application for grant funds will be invited to make a personal presentation at the July Sumter County TDC meeting as scheduled on Page 5.
- If recommended for funding, the Organization Official indicated on the grant application will be notified. The Organization Official will be required to sign an "Acceptance of Funding" form (Exhibit C), assuring the TDC that they understand the advertising requirements and the reimbursement process. If the "Acceptance for Funding" form is not signed and followed, reimbursement will not be authorized.
- Upon grant funding approval by the BOCC, a Purchase Order will be issued. Grant expenditures cannot be made until the Purchase Order is approved by the BOCC. Upon approval, the Financial Services Department will email the applicant a copy of the approved Purchase Order.
- It is the responsibility of the Applicant, if approved, to make sure any reimbursement requests are submitted to the BOCC Financial Services Department within forty-five (45) days after the approved event. All supporting and required documentation shall accompany the reimbursement request; otherwise, it will be deemed ineligible for reimbursement.

SUMTER COUNTY ORDINANCE 2010-22

AN ORDINANCE OF SUMTER COUNTY, FLORIDA AMENDING ORDINANCE 2004-25 AND, SPECIFICALLY, THE SUMTER COUNTY TOURIST DEVELOPMENT TAX PLAN TO ALLOW FOR A REALLOCATION OF TOURIST DEVELOPMENT TAX FUNDS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

2010 DEC - 1 11:08 AM
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA
FILED

WHEREAS, the Board of County Commissioners of Sumter County, Florida have determined that a reallocation of funds from revenues generated by the Tourist Development Tax approved by Sumter County voters via referendum would be in the best interests of Sumter County.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Sumter County, Florida, as follows:

SECTION 1. AMENDMENT.

Ordinance 2004-25 shall be amended as follows:

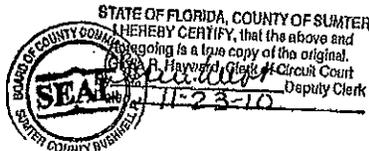
The "objectives" and "Definitions" Section of the Sumter County Tourist Development Tax Plan shall be amended to read as stated in Exhibit "A" attached hereto and incorporated as if stated fully herein.

SECTION 2. EFFECTIVE DATE.

This Ordinance shall take effect upon recording with the Secretary of State by the Sumter County Clerk, on a date no later than December 1, 2010.

SECTION 3. SEVERABILITY.

If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not effect other provisions or applications of the Ordinance which can be given the effect without the invalid provision or application, and to this end, the provision of this act are declared severable.



DONE AND ORDAINED this 23 day of November 2010, in regular session by the Sumter County Board of County Commissioners in Bushnell, Florida.

The Villages

ATTEST: GLORIA HAYWARD
CLERK OF CIRCUIT COURT

SUMTER COUNTY, FLORIDA

 *G. Albert*
Clerk

By: 
Chairman

Approved as to Legal Form:
[Signature]
County Attorney

SUMTER COUNTY TOURIST DEVELOPMENT TAX PLAN

The objective of the TDC is to further enhance the tourism industry and the overall economy of Sumter County through projects or programs that meet the following criteria:

1. Conform to State/County Ordinances
2. Attract new visitors to Sumter County
3. Increase the frequency of visits
4. Increase the length of stay of visitors
5. Increase the per capita spending of visitors
6. Increase the number of room nights, thereby increase tourist development revenues.

All funds will be disbursed using the TDC grant application and must conform to these guidelines in one of the categories outlined below. Applications that do not conform to these guidelines will not be considered for funding. Funding limits are subject to approval by the TDC. A three-fourths affirmative vote of the membership of the TDC shall be required to approve any expenditure of funds in excess of fifty percent of the then available funds.

DEFINITIONS The funds to be disbursed no less than 40% of the annual budget for the following combined categories:

<i>Category</i>	<i>Definition</i>
SPONSORSHIPS	Major events staged in the county by non-profit Organizations that attract large numbers of visitors from outside the county. Examples would include National and international sports events or concerts.
SPECIAL EVENTS	One day and multi day events sponsored by non-profit Sumter County based organizations, which are open to the Public such as festivals, art shows and historical events. Individual grant amounts will be determined by need by the TDC.
EVENTS	Organized tournaments and events held within the county that brings participants from outside the county.
ADVERTISING/PROMOTION	Placement of advertisements and co-op advertising at intra-state, state or county level in magazines, newspapers, radio, BCT. Development and placement of printed publications, brochures, rack cards, web sites, kiosk systems, tourism trade shows, billboards and any type of advertising opportunities for Sumter County.

The funds to be disbursed no more than 60% of the net annual budget for the following category:

CAPITAL IMPROVEMENTS	Projects sponsored Governmental Organizations or non-profit organizations within the county to establish new or refurbish existing facilities for recreational activities, cultural events and performances within Sumter County.
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All material submitted with grant applications will become a matter of public record, open to inspection by any citizen of the State of Florida subject to Chapter 119, Florida Statutes. Sumter County Tourism is to be administered by local Chamber of Commerce.

SUMTER COUNTY ORDINANCE 2004-25

AN ORDINANCE OF SUMTER COUNTY, FLORIDA, LEVYING AND IMPOSING A TOURIST DEVELOPMENT TAX SUBJECT TO APPROVAL OF THE ELECTORS OF SUMTER COUNTY IN A REFERENDUM ELECTION SCHEDULED FOR NOVEMBER 2, 2004; ADOPTING THE SUMTER COUNTY TOURIST DEVELOPMENT TAX PLAN CREATED BY THE SUMTER COUNTY TOURIST DEVELOPMENT COUNCIL; APPOINTING A PERMANENT SUMTER COUNTY TOURIST DEVELOPMENT COUNCIL; PROVIDING FOR USE OF TOURIST DEVELOPMENT TAX REVENUES; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, the Board of County Commissioners of Sumter County created a Tourist Development Council on May 18, 2004, to prepare and submit to the Board a plan for tourist development, and

WHEREAS, the Tourist Development Council held several meetings and studied the issue and filed with the Board on August 17, 2004, a tourist development plan, and

WHEREAS, the next step in determining if there will be a tourist development tax in Sumter County is the adoption of an ordinance levying the tax subject to referendum election and creating a permanent Tourist Development Council, and

WHEREAS, the board has determined that it is the best interest of the citizens and residents of Sumter County to allow this issue to go before the electors of Sumter County to decide the question;

NOW, THEREFORE, be it ordained by the Board of County Commissioners of Sumter County, Florida, as follows:

1. DEFINITIONS: The definitions as set forth in Section 125.0104(2)(b) Fla. Stat. are incorporated into this ordinance by reference.

2. The Sumter County Tourist Development Tax Plan developed by the Sumter County Tourist Development Council submitted to the Board on August 17, 2004, is hereby adopted.

3. There is hereby levied and imposed within the entire area of Sumter County, Florida, a tourist development tax in the amount of 2% of each dollar and major fraction of each dollar of the total consideration charged for lease or rental of properties as set forth in Section 125.0104(3), Fla. Stat.

4. The levy and imposition of the tourist development tax as set forth above is subject to approval by the electors of Sumter County in a referendum election which is hereby scheduled for the General Election of 2004 which to be held on November 2, 2004. The following question shall be on said ballot:

 FOR the Tourist Development Tax
 AGAINST the Tourist Development Tax

5. There is hereby created a permanent Sumter County Tourist Development Council as set forth in Section 125.0104(4)(e), Fla. Stat.

6. All revenues derived from the tourist development tax, if approved, shall be utilized consistent with the provisions of Section 125.0104, Fla. Stat. and the Tourist Development Tax Plan adopted herein.

7. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Sumter County Code and the word "ordinance" may be changed to "section," "article," or other appropriate word or phrase and the sections of this Ordinance may be renumbered or relettered to accomplish such intention.

8. This ordinance shall take effect as provided by law upon approval by the electors.

9. If any phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not effect the validity of the remaining portion.

DONE AND ORDAINED this 31st day of August, 2004, at Bushnell, Sumter County, Florida.



GLORIA HAYWARD
Clerk of Circuit Court

Kirk Paterson
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF SUMTER COUNTY, FLORIDA

By: Benny Strickland
Benny Strickland, Chair

SUMTER COUNTY TOURIST DEVELOPMENT TAX PLAN

The objective of the TDC is to further enhance the tourism industry and the overall economy of Sumter County through projects or programs that meet the following criteria:

1. Conform to State/County Ordinances
2. Attract new visitors to Sumter County
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4. Increase the length of stay of visitors
5. Increase the per capita spending of visitors
6. Increase the number of room nights, thereby increase tourist development revenues.

All funds will be disbursed using the TDC grant application and must conform to these guidelines in one of the categories outlined below. Applications that do not conform to these guidelines will not be considered for funding. Funding limits are subject to approval by the TDC. A three-fourths affirmative vote of the membership of the TDC shall be required to approve any expenditure of funds in excess of fifty percent of the then available funds.

DEFINITIONS

The funds to be disbursed no less than 60% of the annual budget for the following combined categories:

<i>Category</i>	<i>Definition</i>
SPONSORSHIPS	Major events staged in the county by non-profit Organizations that attract large numbers of visitors From outside the county. Examples would include National and International sports events or concerts.
SPECIAL EVENTS	One day and multi day events sponsored by non-profit Sumter County based organizations, which are open to the Public such as festivals, art shows and historical events. Individual grant amounts will be determined by need by the TDC.
EVENTS	Organized tournaments and events held within the county that brings participants from outside the county.
ADVERTISING/PROMOTION	Placement of advertisements and co-op advertising at intra-state, state or county level in magazines, newspapers, radio, ECT. Development and placement of printed publications, brochures, rack cards, web sites, kiosk systems, tourism trade shows, billboards and any type of advertising opportunities for Sumter County.

The funds to be disbursed no more than 40% of the net annual budget for the following category:

CAPITOL IMPROVEMENTS	Projects sponsored Governmental Organizations or non-profit organizations within the county to establish new or refurbish existing facilities for recreational activities, cultural events and performances within Sumter County.
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All material submitted with grant applications will become a matter of public record, open to inspection by any citizen of the State of Florida subject to Chapter 119, Florida Statutes. Sumter County Tourism. To be administered by local Chamber of Commerce.

Sumter Proposed Projects With Budget

Under the provisions of Local Option Tourist Development Act, a two percent (2%) Tourist Development Tax will be levied throughout Sumter County, beginning on the first day of the second month following approval of the ordinance by referendum as provided by this ordinance. The anticipate revenue generated by the Sumter County Tourist Development Tax for the first twenty four (24) months beginning on said day of levy, based on the estimates from the Florida Department of Revenue for a total estimated revenue of \$279,286.00, estimated annually \$139,643.00.

Priority	Budget Funds for One Year	First Year Funds	24 Months Funds
		\$ 139,643.00	\$ 279,286.00
	Collection 3%	\$ 4,189.29	\$ 8,378.58
	Admin fee 10%	\$ 13,984.30	\$ 27,928.60
	Total Net	\$ 121,469.41	\$ 242,978.62
1	Promotion of Sumter Events	\$ 25,000.00	\$ 50,000.00
2	Visitors Information	\$ 10,000.00	\$ 20,000.00
3	Butterfly Festival	\$ 10,000.00	\$ 20,000.00
4	Antique Boat Motor show	\$ 4,493.65	\$ 8,987.30
5	Fall Festival	\$ 6,000.00	\$ 10,000.00
6	Kids Day Dade Park	\$ 3,000.00	\$ 6,000.00
7	Sumter Fishing Events	\$ 3,000.00	\$ 6,000.00
8	Sporting Events	\$ 3,000.00	\$ 6,000.00
9	County July 4 Celebration	\$ 3,000.00	\$ 6,000.00
10	Birding Trail Promo	\$ 3,000.00	\$ 6,000.00
11	Local Artist Festival	\$ 2,000.00	\$ 4,000.00
12	Dade Battle Memorial	\$ 1,400.00	\$ 2,800.00
13	Capitol Projects 40% of Net	\$ 48,595.76	\$ 97,191.53

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Public Safety Coordinating Council Vacancies (Board's Option).

REQUESTED ACTION: Board's Option

Meeting Type: Regular Meeting

DATE OF MEETING: 1/28/2020

CONTRACT: N/A

Vendor/Entity: _____

Effective Date: _____

Termination Date: _____

Managing Division / Dept: Administrative Services

BUDGET IMPACT: _____

FUNDING SOURCE: _____

Type: N/A

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

Chapter 951.26 Florida Statutes provides that each Board of County Commissioners (BOCC) shall establish a county Public Safety Coordinating Council. Chapter 394.657 allows each BOCC to designate the existing Public Safety Coordinating Council as the Planning Council.

The chairperson of the Board of County Commissioners, or another County Commissioner as designee, shall serve as the chairperson of the council until the council elects a chairperson from the membership of the council.

Sector

Member

State Attorney

Brad King

Public Defender

Mike Graves

Chief Circuit Judge

William Hallman III

Chief County Judge

Paul Militello

Chief Correctional Officer

Major Reece Thompson

Sheriff

William Farmer

Police Chief

Vacant

State Probation Administrator (4-year term)

Susan Cizmadia

Court Administration

Lorna Barker

BOCC Commissioner

Doug Gilpin

Director of County Probation (4-year term)

Bradley Arnold

Director of Local Substance Abuse Program (4-year term)

Jonathan Cherry

Director of Community Mental Health

Vacant

DCF Mental Health Representative

Vacant

Consumer of Mental Health Services

Vacant - Selected by Community
Mental Health Director

Consumer of Community-Based Treatment Services

Vacant - Selected by Community
Mental Health Director

Consumer of Substance Abuse Services

Vacant - Selected by Community
Mental Health Director

**SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY**

Family Member of Consumer of Treatment Services	Vacant – Selected by Community Mental Health Director
Homeless Program/Housing Representative	Vacant
Director of Detention Facility of Juvenile Justice	Vacant
Chief Probation Officer of Juvenile Justice	Vacant
Jobs Program Representative (4-year term)	Vacant

The positions designated above as four-year terms will be a term from November 22, 2016 - November 22, 2020.

Prepared by: Charlene Pittman

Grammarly Check

SUMTER COUNTY RESOLUTION 2018- 25

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY,
FLORIDA DESIGNATING THE SUMTER COUNTY PUBLIC SAFETY COORDINATING
COUNCIL AS THE SUMTER COUNTY PLANNING COUNCIL**

WHEREAS, The Sumter County Public Safety Coordinating Council established by Florida Statutes 951.26 is to meet at the call of the chairman of the committee for purpose of assessing the population status of all detention or correctional facilities owned by the county and formulating recommendations to ensure that the capabilities of such facilities are not exceeded, and

WHEREAS, Such recommendations shall include an assessment of the availability of pretrial intervention or probation programs, work-release programs, substance abuse programs, gain-time schedules, applicable bail bond schedules, and the confinement status of the inmates housed within each facility owned or contracted by the county, and

WHEREAS, Each Board of County Commissioners shall designate the county public safety coordinating council or designate another criminal or juvenile justice mental health and substance abuse council or committee, as the planning council or committee as established in Florida Statutes 394.657, and

WHEREAS, the Board of County Commissioners may assign any entity to prepare the application on behalf of the county administration for submission to the Criminal Justice, Mental Health, and Substance Abuse Statewide Grant Review Committee for review.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Sumter County Florida, as follows:

Sumter County hereby designates the Sumter County Public Safety Coordinating Council as the Sumter County Planning Council for the purpose of:

1. Making a formal recommendation to the Board of County Commissioners regarding how the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant Program may best be implemented within a community.
2. Assessing the population status of all detention or correctional facilities owned by the county and formulating recommendations to ensure that the capabilities of such facilities are not exceeded.
3. Recommendations shall include an assessment of the availability of pretrial intervention or probation programs, work-release programs, substance abuse programs, gain-time schedules, applicable bail bond schedules, and the confinement status of the inmates housed within each facility owned or contracted by the county.

DONE and RESOLVED at Bushnell, Sumter County, Florida this 10th day of April 2018.

Effective Date. This Resolution shall take effect on April 16, 2018.

**BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY**

Attest:



Caroline AlRestimawi

**Caroline AlRestimawi
Deputy Clerk**

Al Butler

**Al Butler
Chairman**

SUMTER COUNTY RESOLUTION 2013- 39

A RESOLUTION OF SUMTER COUNTY, FLORIDA, RE-ESTABLISHING A COUNTYWIDE LIBRARY SYSTEM ADVISORY BOARD, PROVIDING TERMS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the intent of Board of County Commissioners to provide open public library services for all the citizens of Sumter County consistent with the Interlocal Service Boundary Agreements with the Cities of Bushnell, Center Hill, Webster, and Wildwood and;

WHEREAS, Section 125.01 (f), Florida Statutes, gives the Board of County Commissioners of Sumter County the authority to provide libraries as a matter of great public interest, and;

WHEREAS, it is desirable to have a countywide library system advisory board in order to provide recommendations of improving technology services for the countywide library system to support the goal of maintaining modern/up-to-date services.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Sumter County, Florida, as follows:

1. The currently appointed members of the formerly established Sumter County Public Library Advisory Board (SCPLAB) are hereby removed without prejudice.
2. There is hereby established the SCPLAB meeting the purpose of improving technology services for the countywide library system to support the goal of maintaining modern/up-to-date services
3. The membership shall be composed of five (5) at-large voting members and one (1) ex-officio member that is the Sumter County Library Single Administrative Head.
4. The at-large voting members shall be appointed by the Sumter County Board of Commissioners for a term of two years commencing October 1, 2013.

PASSED, ADOPTED AND APPROVED THIS 27th day of August 2013.

Effective Date. This resolution supersedes February 14, 2012 Resolution and shall take effect on August 27, 2013.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF SUMTER COUNTY, FLORIDA




Connie Webb


By: Doug Gilpin, Chairman

BOARD OF SUMTER COUNTY COMMISSIONERS
BUDGET AMENDMENT

FISCAL YEAR: 2019-2020

AMENDMENT #: A-11
AGENDA DATE 1/28/2020

FUND NAME	ACCOUNT TYPE	ACCOUNT TITLE	ACCOUNT NUMBER	CURRENT BUDGET	REVENUE		EXPENDITURE		AMENDED BUDGET
					INCREASE	DECREASE	INCREASE	DECREASE	
General Fund	Expenditure	Repair and Maintenance Services	001-100-603-4600	\$ 6,508			\$ 9,185		\$ 15,693
General Fund	Expenditure	Professional Services	001-010-511-3100	\$ 6,600			\$ 2,405		\$ 9,005
General Fund	Expenditure	Books, Subscriptions, Dues	001-010-511-5400	\$ 10,001			\$ 6,615		\$ 16,616
General Fund	Expenditure	Repair and Maintenance Services	001-100-562-4600	\$ 500			\$ 8,363		\$ 8,863
General Fund	Expenditure	Professional Services	001-415-510-3100	\$ 255,470			\$ 3,986		\$ 259,456
General Fund	Expenditure	Professional Services	001-415-520-3100	\$ 255,470			\$ 3,986		\$ 259,456
General Fund	Expenditure	Professional Services	001-415-530-3100	\$ 6,000			\$ 3,986		\$ 9,986
General Fund	Expenditure	Professional Services	001-415-540-3100	\$ 255,470			\$ 3,986		\$ 259,456
General Fund	Expenditure	Professional Services	001-415-550-3100	\$ 255,470			\$ 3,986		\$ 259,456
General Fund	Expenditure	Professional Services	001-415-560-3100	\$ 255,470			\$ 3,986		\$ 259,456
General Fund	Expenditure	Professional Services	001-415-570-3100	\$ 255,470			\$ 3,986		\$ 259,456
General Fund	Expenditure	Reserve for Contingencies	001-991-999-9300	\$ 5,765,994				\$ 54,470	\$ 5,711,524

Totals	\$ -	\$ -	\$ 54,470	\$ 54,470
Total Budget Change	\$ -			

EXPLANATION: Realign funds for Public Defender's additional office space and security needs, Public Records request tracking software, add second door to kennels at Animal Services and courier services through TSG until the end of the fiscal year.

**SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Approve and Authorize Chairman to Execute the refunding of County's Capital Improvement Revenue Bond, Series 2018 Resolution (Staff Recommends Approval).

REQUESTED ACTION: Staff Recommends Approval.

Meeting Type: Regular Meeting **DATE OF MEETING:** 1/28/2020

CONTRACT: N/A Vendor/Entity: _____
Effective Date: Termination Date: _____
Managing Division / Dept: Office of Management & Budget

BUDGET IMPACT: Estimated annual debt service payments \$2,220,344

FUNDING SOURCE: Refunding Capital Improvement Revenue Bond, Series 2018

Type: N/A **EXPENDITURE ACCOUNT:** 2018 Loan Construction Fund

HISTORY/FACTS/ISSUES:

On December 10, 2019, you authorized the County Administrator to explore options for refunding the County's Capital Improvement Revenue Bond, Series 2018, which is held by Citizens First Bank. This loan has a 2.96% interest rate, matures on June 1, 2038 and can be refunded at any time without penalty. Several refunding options were considered including a loan with the same final maturity date, a loan with a 17-year term and a loan with a 15-year term. The 15-year term was selected in order to secure a lower interest rate and maximize total savings.

On January 2nd, a Request For Proposals, with credit and legal packages attached, was sent to 36 national, regional and local banks. We are pleased to report that Sumter County received proposals/bids on January 16th from 10 commercial banks to provide a 15-year loan for up to \$28,200,000 to fully refund the 2018 loan. Proposed fixed interest rates ranged from 2.09% to 2.44%, with varying terms and conditions (see attachments).

The selection committee held a public meeting on January 21st to discuss the proposals and to make a recommendation. They found the proposal of TD Bank to best meet the needs of Sumter County. TD Bank has agreed to lock the interest rate at 2.09% until the closing and for the 15-year life of the loan. This rate is well below the 2.28% average of the other 9 banks and the 2.20% rate that was estimated in the RFP. The refunding saves the County a total of nearly \$3.7 million in debt service, which equals \$2.11 million in present value savings and 7.47% of the refunded principal.

County staff and Gollahon Financial Services Inc. recommend you accept and approve TD Bank's proposal and proceed with a February 6th pre-closing at the County's offices and closing by phone and email on February 7th.

Prepared by: Michelle Bishop **Grammarly Check**



Gollahon Financial Services, Inc.
4125 Bayshore Blvd. N.E.
St. Petersburg, FL 33703

January 21, 2020

The Honorable Chairman and
Board of County Commissioners
Sumter County Government
7375 Powell Road, Suite 200
Wildwood, Florida 34785

Gentlemen:

On December 10, 2019, you authorized the County Administrator to explore options for refunding the County's Capital Improvement Revenue Bond, Series 2018, which is held by Citizens First Bank. This loan has a 2.96% interest rate, matures on June 1, 2038 and can be refunded at any time without penalty. Several refunding options were considered including a loan with the same final maturity date, a loan with a 17-year term and a loan with a 15-year term. The 15-year term was selected in order to secure a lower interest rate and maximize total savings.

On January 2nd, a Request For Proposals, with credit and legal packages attached, was sent to 36 national, regional and local banks. We are pleased to report that Sumter County received proposals/bids on January 16th from 10 commercial banks to provide a 15-year loan for up to \$28,200,000 to fully refund the 2018 loan. Proposed fixed interest rates ranged from 2.09% to 2.44.%, with varying terms and conditions (see attachments).

The selection committee held a public meeting on January 21st to discuss the proposals and to make a recommendation. They found the proposal of TD Bank to best meet the needs of Sumter County. TD Bank has agreed to lock the interest rate at 2.09% until the closing and for the 15-year life of the loan. This rate is well below the 2.28% average of the other 9 banks and the 2.20% rate that was estimated in the RFP. The refunding saves the County a total of nearly \$3.7 million in debt service, which equals \$2.11 million in present value savings and 7.47% of the refunded principal.

We recommend that you accept and approve TD Bank's proposal and proceed with a February 6th pre-closing at the County's offices and closing by phone and email on February 7th.

Sincerely,
Gollahon Financial Services, Inc.

James Gollahon, Independent Financial Advisor
jim@gollahonfinancial.com

cc: Bradley Arnold, County Administrator
Michelle Bishop, Assistant County Budget Officer
Becky Segrest, Assistant Purchasing Agent
Bill Kleinsorge, Finance Director
Jennifer Rey, County Attorney



Gollahon Financial Services, Inc.

Mike Wiener and Brandi Wilson, Holland & Knight, Bond Counsel

SUMTER COUNTY, FLORIDA

Summary of Bank Bids for a 15 Year, \$28.2 million Capital Improvement Refunding Revenue Bond, Series 2020

Lender	BBVA Bank	Bank of America	Citizens First Bank	JP Morgan Bank	Key Bank
Personnel - primary banker	T. Bailey, Mike Glover	Joe Miller	Jason McCray	Dominic Damato	David Zapata
Fixed interest rate	2.44%	2.11%	2.35%	2.10%	2.392
Rate set or indexed and fixed before closing	indicative	indicative	set	set	set
Expiration of rate commitment	2/7/2020	2/7/2020	2/21/2020	2/7/2020	2/22/2020
Full Draw at closing	yes	yes	yes	yes	yes
Prepayment provisions	make whole 1st 7yrs	make whole	4% to par 4yrs	make whole	anytime, no penalty
Bank's counsel, fees and expenses	\$ 7,500	\$ 6,000	\$ 4,050	\$ 10,000	none
Extra legal opinions needed	no	no	no	no	no
Commitment or term sheet	term sheet	term sheet	commitment	term sheet	term sheet
Additional information - options	prepay after 7 yrs at par, no penalty		no prepayment penalty after 4 yrs	3yr prepay: 2.40% 7yr prepay: 2.23% 10yr prepay: 2.16%	
Proceeds to prepay 2018 loan on 2-07-20	28,428,639.72	28,428,639.72	28,428,639.72	28,428,639.72	28,428,639.72
Two months principal & interest, 2018 sinking fund	(305,455.75)	(305,455.75)	(305,455.75)	(305,455.75)	(305,455.75)
County's professionals' fees and contingency	60,711.00	60,711.00	60,711.00	60,711.00	60,711.00
Bank fees and expenses	7,500.00	6,000.00	4,050.00	10,000.00	none
Loan Size	28,191,394.97	28,189,894.97	28,187,944.97	28,193,894.97	28,183,894.97
Average Annual Debt Service	2,275,629	2,223,361	2,261,055	2,222,113	2,267,385
Total Debt Service	33,755,068	32,967,711	33,535,684	32,948,750	33,631,187
TIC (true interest cost including expenses)	2.47%	2.14%	2.38%	2.135%	2.42%
Total Debt Service Savings (net of, after, expenses)	2,863,195	3,650,553	3,082,582	3,669,510	2,987,076
Net Present Value Savings (net of expenses)	1,206,150	2,060,472	1,438,772	2,082,859	1,335,559
Net Present Value/Principal Refunded	4.27%	7.29%	5.09%	7.37%	4.72%

Note: 1 basis point change in the interest rate equals \$1,568 of annual debt service and \$ 23,629 of total debt service.

SUMTER COUNTY, FLORIDA

Summary of Bank Bids for a 15 Year, \$28.2 million Capital Improvement Refunding Revenue Bond, Series 2020

Lender	Raymond James Bk	Regions Bank	Sterling Bank	SunTrust Bank	TD Bank
Personnel - primary banker	Cord King	Karen Song	Mark Cargo	Adam Horn	Rob Catoe
Fixed interest rate	2.27%	2.28%	2.39%	2.16%	2.09%
Rate set or indicative	set	indicative	set	set	set
Expiration of rate commitment	2/14/2020	2/7/2020	2/7/2020	2/12/2020	2/28/2020
Full Draw at closing	yes	yes	yes	yes	yes
Prepayment Provisions	par after 10/1/29	par after 8 years	101% yrs 5-8	make whole	make whole
Bank's counsel, fees and expenses	\$ 7,500	\$ 7,500	\$ 15,000	\$ 8,000	\$ 7,500
Extra legal opinions needed	no	no	no	no	no
Commitment or term sheet	term sheet	term sheet	term sheet	commitment	term sheet
Additional information - options	.25% original issue discount	par after 8 yrs or 4% to 0 over 8yrs anytime par pre-pay rate: 2.50%	par after 8 yrs	prepay 10yr 2.19% prepay 7yrs 2.33% prepay 5yrs 2.46% prepay 3yrs 2.56% prepay anytime, no penalty 2.61%	set for 3 days, then locked if accepted anytime prepay rate: 2.23%
Proceeds to prepay 2018 loan on 2-07-20	28,428,639.72	28,428,639.72	28,428,639.72	28,428,639.72	28,428,639.72
Original Issue Discount	70,655.13				
Two months principal & interest, 2018 sinking fund	(305,455.75)	(305,455.75)	(305,455.75)	(305,455.75)	(305,455.75)
County's professionals' fees and contingency	60,711.00	60,711.00	60,711.00	60,711.00	60,711.00
Bank fees and expenses	7,500.00	7,500.00	15,000.00	8,000.00	7,500.00
Loan Size	28,262,050.10	28,191,394.97	28,198,894.97	28,191,894.97	28,191,394.97
Average Annual Debt Service	2,254,423	2,250,257	2,268,298	2,231,377	2,220,344
Total Debt Service	33,432,912	33,372,890	33,644,361	33,088,423	32,922,190
TIC (true interest cost including expenses)	2.34%	2.31%	2.43%	2.19%	2.12%
Total Debt Service Savings (net of, after, expenses)	3,185,353	3,245,372	2,973,708	3,529,835	3,696,076
Net Present Value Savings (net of expenses)	1,550,875	1,615,323	1,325,656	1,927,022	2,111,779
Net Present Value/Principal Refunded	5.49%	5.71%	4.69%	6.82%	7.47%

Note: 1 basis point change in the interest rate equals \$1,568 of annual debt service and \$23,629 of total debt service.



TD Bank, N.A.
2307 West Kennedy Boulevard
Tampa, FL 33609
Tel: 813-250-3069
Fax: 813-258-5622
Robert.Catoe@td.com

January 16, 2020

Ms. Becky Segrest
Assistant Purchasing Agent
Sumter County Government
7375 Powell Road, Suite 200
Wildwood, Florida 34785

Mr. Jim Gollahon
Financial Advisor
Gollahon Financial Services, Inc.
4125 Bayshore Blvd.
St. Petersburg, Florida 33703

RE: Request for Proposals (the "RFP"): Tax-Exempt, Non-Bank Qualified, Bank Loan Proposal in an amount not to exceed \$28,275,495, secured by a Sumter County, Florida Capital Improvement Revenue Bond, Series 2020.

Dear Ms. Segrest and Mr. Gollahon,

In response to the above referenced RFP, TD Bank, N.A. (the "Bank") is pleased to submit the following proposal to Sumter County, Florida (the "County").

The structure of the proposed Credit Accommodation is outlined in the attached term sheet (Exhibit A) which provides a statement of suggested terms, but under no circumstance shall such statement be construed as a complete summarization of terms necessary for consummation of the proposed Credit Accommodation. PLEASE NOTE THIS PROPOSAL IS SUBJECT TO FORMAL CREDIT REVIEW AND UNDERWRITING IN ACCORDANCE WITH THE BANK'S INTERNAL POLICY AND NOTHING HEREIN SHALL CONSTITUTE A BINDING COMMITMENT TO LEND. Further, we expressly advise you that TD Bank, N.A. has not approved the Credit Accommodation. The Bank shall not be liable to the County or any other person for any losses, damages or consequential damages which may result from the County's reliance upon this proposal letter, the proposed Credit Accommodation, the proposed term sheet or any transaction contemplated hereby.

The Bank's Loan Proposal is subject to acceptance by the County prior to 3:00 pm eastern standard time on February 7, 2020 and is contingent upon a Loan Closing with mutually acceptable documents between the County and Bank prior to 3:00 pm eastern standard time on February 21, 2020.

This letter, including the terms contained within the proposed Credit Accommodation, is delivered to you on the condition that its existence and its contents will not be disclosed without our prior written approval, except (i) as may be required to be disclosed in any legal proceeding or as may otherwise be required by law and on a confidential and "need to know" basis, to your directors, officers, employees, advisors and agents.

We appreciate this opportunity and are delighted to provide this Proposal. We look forward to working with you to successfully complete this transaction. My contact information is noted above.

Very truly yours,

TD BANK, N.A.

By: 

Robert W. Catoe
Vice President

TD Bank, N.A.
TERMS AND CONDITIONS OF CREDIT ACCOMMODATION DATED
January 16, 2020 (“Loan”)

THIS IS A STATEMENT OF TERMS AND CONDITIONS AND NOT A COMMITMENT TO LEND. ALL CREDIT ACCOMMODATIONS ARE SUBJECT TO FORMAL CREDIT UNDERWRITING AND APPROVAL.

1. **Loan**

- a) **Borrower(s):** Sumter County, Florida (the "Borrower")
- b) **Facility:** Capital Improvement Refunding Revenue Bond, Series 2020, fixed rate tax-exempt non-bank qualified bank loan (the "2020 Bond")
- c) **Purpose:** Proceeds will be used to (i) refund the County's Capital Improvement Revenue Bond, Series 2018, (ii) pay the costs of issuance of the 2020 Bond.
- d) **Amount:** Not to exceed \$28,275,495.00 USD
- e) **Collateral:** Senior lien on the County's Pari-Mutuel Distribution Replacement Revenues, Half-Cent Sales Tax and an amount up to 50% of the sum of the First and Second Guaranteed Entitlement and the Growth Monies received by the County in the prior fiscal year.

In addition to the pledged revenues, the Series 2020 Bond will have a "backup" covenant to budget and appropriate from available non-ad valorem revenues, should debt service coverage drop below 1.30 times.
- f) **Settlement Date:** On or Before February 28, 2020.
- g) **Maturity:** **December 1, 2034**
- h) **Repayment Terms:** Principal and Interest on the 2020 Bond shall be payable semiannually on June 1st and December 1st, commencing on June 1, 2020 and fully amortized over the life of the loan based on level principal payments.
- j) **Interest Rate:** Indicative Tax Exempt Non-Bank Qualified (NBQ) Fixed Rate: **2.09%**

Rate Hold Option: TD Bank will hold the rate of interest through the expected close date of February 28, 2020, if Borrower confirms for the Bank within 3 business days of proposal submission date that the Bank will be recommended as the financial provider for the requested facility along with confirmation of prepayment option being selected. Otherwise the final Loan Rate will be based using the below formula of which was used to quote the Indicative Tax Exempt (NBQ) Rate for this Proposal.

The quoted indicative fixed rate of interest is based upon (81.5% of the prevailing five (5) year Treasury Rate) plus 78 basis points as publicized by the Intercontinental Exchange (ICE) for the Swap Index.

ICE: <https://www.theice.com/iba/historical-data>

k) **Prepayment Provision:**

Option A: At the time of any full or partial prepayment, a "Yield Maintenance Fee" in an amount computed as follows shall apply:

This Bond may be prepaid on any Business Day in whole or in part upon thirty (30) days prior written notice to the Bank. In the event of any prepayment of this Bond, whether by voluntary prepayment, acceleration or otherwise, the Borrower shall, at the option of the Bank, pay a "fixed rate prepayment charge" equal to the greater of (i) 1.00% of the principal balance being prepaid multiplied by the "Remaining Term," as hereinafter defined, in years or (ii) a "Yield Maintenance Fee" in an amount computed as follows:

The current cost of funds, specifically the bond equivalent yield for United States Treasury securities (bills on a discounted basis shall be converted to a bond equivalent yield) with a maturity date closest to the "Remaining Term", shall be subtracted from the "Stated Interest Rate". If the result is zero or a negative number, there shall be no Yield Maintenance Fee due and payable. If the result is a positive number, then the resulting percentage shall be multiplied by the amount being prepaid times the number of days in the "Remaining Term" and divided by 360. The resulting amount is the "fixed prepayment charge" due to the Bank upon prepayment of the principal of this Loan plus any accrued interest due as of the prepayment date and is expressed in the following calculation:

Yield Maintenance Fee = [Amount Being Prepaid x (Stated Interest Rate - Current Cost of Funds) x Days in the Remaining Term/360 days] + any accrued interest due "Remaining Term."

"Remaining Term" as used herein shall mean the shorter of (i) the remaining term of the 2020 Bond, or (ii) the remaining term of the then current fixed interest rate period.

Option B: Borrower can elect to have a "No Prepayment" penalty associated with the 2020 Bond by adding a premium of **14 basis points** to the quoted proposed Loan Rate.

l) **Default Rate of Interest:**

The "default rate of interest" shall be six (6) percentage points in excess of the Prime Rate as quoted in the Wall Street Journal.

m) **Late Charges:**

If any payment due the Bank is more than fifteen (15) days overdue, a late charge of six percent (6%) of the overdue payment shall be assessed.

2. **Fees and Expenses:** The Borrower shall pay to the Bank on demand any and all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements, court costs, litigation and other expenses) incurred or paid by the Bank in connection with the loan. The County's bond counsel will provide documentation associated with this transaction. Documentation will be subject to the review and approval of the Bank and the Bank's counsel. The County agrees to pay all legal fees and expenses of the Bank associated with the review and closing of this transaction, which costs may be paid with proceeds of the Loan with a not to exceed \$7,500.00. Subject to receiving a conflict waiver, we prefer to use Bryant Miller Olive P.A. as Bank's Counsel. As the County's Disclosure counsel, they are not involved in the bank loan. We can find alternative Bank Counsel if the County prefers. The proposed lead attorney for Bank's counsel would be the following:

Kareem J. Spratling
 Bryant Miller Olive
 201 North Franklin Street
 Tampa, Florida 33602
 (813)273-6677

3. **Financial Reporting:**

a) ***Borrower(s) shall furnish the following financial reports:***

<u>Type of Report(s)</u>	<u>Frequency</u>	<u>Due Date</u>
<i>Audited Financial Statements</i>	Annually	Within 210 days after the end of the fiscal year
<i>Annual Budget</i>	Annually	Within 60 days after its adoption
<i>Compliance Certificate</i>	Annually	Within 210 days after the end of the fiscal year

The Bank reserves the right to request reasonable additional financial information to supplement or verify certain financial assumptions or verify the creditworthiness of the Borrower.

4. **Legal Opinion:**

Prior to closing, there shall be delivered to the Bank an opinion of Bond Counsel acceptable to the Bank covering matters customary for a transaction of this type and nature and which shall, without limitation, opine that: (1) the Borrower is duly formed; (2) all loan documents have been validly authorized and executed by and on behalf of the Borrower, if any; (3) all loan documents are valid, binding, enforceable in accordance with their terms and do not violate any legal requirements, including without limitation, organizational documents, laws and material agreements; (4) the loan and loan documents are exempt from registration and qualification under the Securities Act of 1933 and Trust Indenture Act of 1939, and (5) the interest on the 2020 Bond is excludable from the gross income of the Bank. An opinion of counsel to the County in form and substance satisfactory to the Bank.

5. **Financial Covenants:**

All standard covenants and provisions shall be applicable to the Term Loan, including but not limited to:

Annual Coverage Test:

The County covenants that in each fiscal year Pledged Revenues will be at least 1.3x the Maximum Annual Debt Service of all Bonds then Outstanding as of the end of September 30 of the aforementioned Fiscal Year (the "Coverage Ratio"). If coverage drops below 1.3x the County will

provide as additional security a covenant to budget and appropriate of legally available non-ad valorem revenues.

6. **Events of Default:** Customary for like transactions and will include but not be limited to:

- a. Breach of representation or warranties;
- b. Violation of covenants;
- c. Bankruptcy or insolvency; and
- d. Payment Default.

7. **Other Conditions:**

- a. Documents for the 2020 Bond will include taxability language (including retroactive interest, penalties and other fees and costs associated therewith) allowing for a higher taxable loan rate should the IRS deem the Loan to be a taxable facility due to events associated with action or inaction of Borrower.
- b. If the County enters into any credit agreement, bond purchase agreement, liquidity agreement or other agreement secured by or payable with the revenue pledged which (i) includes a more restrictive financial covenant or (ii) includes the right to accelerate or demand such debt due and payable prior to maturity upon an event of default, then the Bank shall be entitled to those same rights.
- c. Facility will be cross defaulted with other similarly pledged revenue debt.
- d. No Material Adverse Change to the Borrower.
- e. Borrower shall maintain a minimum Public Debt Rating of Baa2 / BBB.
- f. All standard representations in the event of default that are acceptable to the bank.
- g. The bank shall not be required to enter into the proposed Credit Accommodation until the completion of all due diligence inquiries, receipt of approvals from all requisite parties and the execution and receipt of all necessary documentation reasonably acceptable to the Bank and its counsel. Furthermore, certain assumptions are made for this proposal which, if altered, could affect the overall credit approval and or terms of the proposed Credit Accommodation.
- h. All legal matters and documentation to be executed in connection with the contemplated proposed Credit Accommodation shall be satisfactory in form and substance to the Bank and counsel to the Bank.

Patriot Act Notice. Lender is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56) (signed into law October 26, 2001)) (the "Act") and hereby notifies the Borrower and Guarantor that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Borrower and Guarantor, which information includes the name and address of the Borrower and Guarantor and other information that will allow Lender to identify the Borrower and Guarantor in accordance with the Act.

THIS PROPOSAL IS NOT AND SHOULD NOT BE CONSTRUED AS A COMMITMENT BY THE BANK OR ANY AFFILIATE TO ENTER INTO ANY CREDIT ACCOMMODATION.

RESOLUTION NO. 2020-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA, SUPPLEMENTING RESOLUTION NO. 2015-15 ADOPTED ON APRIL 28, 2015, AUTHORIZING THE ISSUANCE OF NOT IN EXCESS OF \$28,200,000 IN PRINCIPAL AMOUNT OF SUMTER COUNTY, FLORIDA CAPITAL IMPROVEMENT REFUNDING REVENUE BOND, SERIES 2020 FOR THE PURPOSE OF REFUNDING THE COUNTY'S OUTSTANDING CAPITAL IMPROVEMENT REVENUE BOND, SERIES 2018 AND PAYING COSTS OF ISSUANCE FOR THE SERIES 2020 BOND; PROVIDING FOR THE PAYMENT OF THE SERIES 2020 BOND FROM PLEDGED FUNDS ON A PARITY WITH THE COUNTY'S OUTSTANDING BONDS AND TO PROVIDE ADDITIONAL SECURITY TO THE PURCHASER OF THE SERIES 2020 BOND TO, UPON CERTAIN EVENTS, PROVIDE FOR PAYMENT WITH A COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES OR ADDITIONAL PLEDGED REVENUES; ESTABLISHING OR PROVIDING FOR THE ESTABLISHMENT OF THE DATE, INTEREST RATE, INTEREST PAYMENT DATES, PROVISIONS FOR REDEMPTION AND MATURITY SCHEDULE OF THE SERIES 2020 BOND; DELEGATING CERTAIN AUTHORITY TO THE CHAIRMAN OR VICE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO AWARD THE SALE OF THE SERIES 2020 BOND ON A NEGOTIATED BASIS WITHIN CERTAIN PARAMETERS SET FORTH HEREIN; DESIGNATING THE CLERK OF THE CIRCUIT COURT AND COUNTY COMPTROLLER AS PAYING AGENT AND REGISTRAR WITH RESPECT TO THE SERIES 2020 BOND; AUTHORIZING THE PROPER OFFICERS OF THE COUNTY TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE SALE AND DELIVERY OF THE SERIES 2020 BOND; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 28, 2015, the Board of County Commissioners (the "Board" or the "Governing Body") of Sumter County, Florida (the "Issuer") adopted Resolution No. 2015-15 (the "Bond Resolution"), authorizing the issuance of Bonds secured by a pledge of the Pledged Funds; and

WHEREAS, the Issuer desires to authorize the issuance of its Capital Improvement Refunding Revenue Bond, Series 2020 (the "Series 2020 Bond") in a principal amount not exceeding \$28,200,000 as an Additional Bond pursuant to the terms and provisions of the Bond Resolution for the purpose of refunding its Capital Improvement Revenue Bond, Series 2018 (the "Refunded Bond") issued and

outstanding under the Bonds Resolution and to pay the costs of issuance of the Series 2020 Bond; and

WHEREAS, the Bond Resolution provides that certain details of Additional Bonds shall be determined by Supplemental Resolution and this resolution shall constitute such a Supplemental Resolution with respect to the Series 2020 Bond; and

WHEREAS, the Issuer, after review of responses to a request for proposals distributed on January 2, 2020, and based in part on advice of the County's financial advisor, Gollahon Financial Services, Inc. (the "Financial Advisor"), has determined that, upon satisfaction of the requirements set forth herein, it should award the purchase and sale of the Series 2020 Bond to TD Bank, N.A. (the "Initial Purchaser" and together with its successors and assigns, the "Purchaser"), subject to the terms hereof; and

WHEREAS, because of currently fluctuating conditions in the market for securities similar to the Series 2020 Bond, the Board finds it appropriate to delegate to the Chairman of the Board (the "Chairman"), or in the Chairman's absence or unavailability, the Vice Chairman of the Board (the "Vice Chairman"), and the Clerk of the Circuit Court and County Comptroller and ex-officio Clerk of the Board (the "Clerk") or any Deputy Clerk, the authority to determine whether to proceed with the refunding of the Refunded Bond and to accept the offer of the Initial Purchaser to purchase the Series 2020 Bond so long as such offer complies with certain parameters set forth herein, upon delivery by the Initial Purchaser of a disclosure statement and truth-in-bonding statement meeting the requirements of Section 218.385, Florida Statutes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the Constitution and laws of the State of Florida, particularly Section 159.11, Florida Statutes, Chapter 125, Florida Statutes, Chapter 218, Parts II and VI, Florida Statutes, Section 212.20(6)(d)6.a, Florida Statutes, Article VIII, Section 1, and other applicable provisions of law (the "Act").

SECTION 2. DEFINITIONS. All terms used in this Resolution in capitalized form and not otherwise defined herein shall have the meanings ascribed to such terms in the Bond Resolution, unless the context clearly indicates otherwise. All terms used herein in capitalized form and defined in the preamble hereto shall have the meanings ascribed thereto in said preamble.

In addition, the following terms shall have the meanings ascribed below:

"Authorized Officer" means any of the Chairman or in the Chairman's absence or unavailability, the Vice Chairman, the County Administrator or any other designee of the Chairman.

"Business Day" means, as used herein, a day other than a Saturday, Sunday, legal holiday or day on which banking institutions in the State of Florida are authorized or required by law or executive order to close.

"Non-Ad Valorem Revenues" means all legally available non-ad valorem revenues of the Issuer derived from any source whatsoever, other than ad valorem taxation on real and personal property, including, without limitation, investment income, which are legally available for the payment by the Issuer of debt service on the Series 2020 Bond, including, without limitation, legally available non-ad valorem revenues derived from sources subject to a prior pledge thereof for the payment of other obligations of the Issuer and available after payment of principal and interest on such other obligations, but excluding revenues derived from the Issuer's enterprise funds, except to the extent that revenues derived from such sources are deposited into the Issuer's general fund.

"Rebate Year" means the one-year period beginning on the day after the expiration of the preceding Rebate Year. The first Rebate Year shall begin on the date of issue of the Series 2020 Bond and shall end on the date selected by the Issuer, provided that such Rebate Year shall not exceed one calendar year. The last Rebate Year shall end on the date of retirement of the Series 2020 Bond.

"Repository" means the Municipal Securities Rulemaking Board, which currently accepts disclosure submissions through its Electronic Municipal Market Access system, or such other location as agreed to by the Issuer and the Purchaser.

SECTION 3. FINDINGS.

A. The findings, declarations and statements of the Issuer contained in the Bond Resolution and in the preamble to this Resolution are hereby expressly approved, reaffirmed and ratified to the extent not inconsistent herewith. All provisions of the Bond Resolution, except as expressly provided herein or therein, shall be applicable to the Series 2020 Bond to the same extent as if the Series 2020 Bond was issued under the Bond Resolution.

B. The Issuer is authorized under the Act to issue Bonds for various purposes, including the refinancing of existing debt, and the refinancing of the Refunded Bond through the issuance of the Series 2020 Bond as an Additional Bond under the Bond Resolution constitutes a valid and proper public purpose under the Act.

C. It is necessary and in the best financial interests of the Issuer to provide for the issuance of the Series 2020 Bond as an Additional Bond under the

Bond Resolution for the purpose of refunding the Refunded Bond and for the purpose of financing the costs of issuance of the Series 2020 Bond.

D. The Series 2020 Bond will not be issued unless the requirements set forth herein are satisfied on or prior to the issuance of the Series 2020 Bond, and upon issuance in accordance with the terms hereof, the Series 2020 Bond will constitute an Additional Bond under the Bond Resolution, as supplemented hereby, entitled to all the security and benefits thereof and hereof.

E. It is estimated that the Pledged Funds expected to be received in each year hereafter and legally available for such purpose will be sufficient to pay all the principal of, premium, if any, and interest on the Bonds Outstanding, including the Series 2020 Bond herein authorized, as the same become due, and to make all sinking fund, reserve and other payments in connection therewith as required by the Bond Resolution and this Resolution.

F. The Issuer is not in default in performing any of the covenants and obligations assumed by it under the Bond Resolution, all payments required thereunder to have been made into accounts and funds established therein have been made to the full extent required and no Event of Default has occurred and is continuing under the Bond Resolution.

G. Because of the characteristics of the Series 2020 Bond, prevailing and anticipated volatile market conditions, and savings and benefits to be realized from an expeditious sale of the Series 2020 Bond, and taking into account the advice of the Financial Advisor, it shall be in the best interest of the Issuer to accept the offer of the Initial Purchaser to purchase the Series 2020 Bond at a negotiated sale upon the terms and conditions outlined herein and as determined by the Chairman or Vice Chairman in accordance with the terms hereof.

H. The Series 2020 Bond shall not be secured by the Composite Reserve Subaccount created by the Bond Resolution or any other separate subaccount in the Reserve Account and there shall be no Reserve Account Requirement with respect to the Series 2020 Bond.

I. Prior to the delivery by the Issuer of the Series 2020 Bond, the Initial Purchaser must provide the Issuer with a disclosure statement containing the information required by Section 218.385(6), Florida Statutes and a Truth-In-Bonding Statement pursuant to Section 218.385, Florida Statutes. No further disclosure is or shall be required of the Purchaser by the Issuer.

J. The Issuer shall cause to be delivered to the Purchaser opinions of Bond Counsel and Issuer each in form and substance reasonably satisfactory to the Purchaser.

SECTION 4. INSTRUMENT TO CONSTITUTE A CONTRACT; COVENANTS IN BOND RESOLUTION APPLICABLE. In consideration of the acceptance of the Series 2020 Bond authorized to be issued hereunder by those who shall hold the same from time to time, the Bond Resolution, as supplemented by this Resolution, shall be deemed to be and shall constitute a contract between the Issuer and the Registered Owners (as hereinafter defined) of the Series 2020 Bond. The covenants and agreements set forth herein and in the Bond Resolution to be performed by the Issuer shall be for the benefit, protection and security of the Registered Owners of the Series 2020 Bond, and the Series 2020 Bond shall be of equal rank with the Outstanding Bonds and with all other Additional Bonds hereafter issued under the Bond Resolution, without preference, priority or distinction over any other thereof (except as permitted by the Bond Resolution with respect to the Reserve Account). All applicable covenants contained in the Bond Resolution shall be fully applicable to the Series 2020 Bond as if originally issued thereunder.

SECTION 5. REFUNDING OF REFUNDED BOND AND PAYMENT OF COSTS OF ISSUANCE. The current refunding and redemption of the Refunded Bond and payment of costs of issuance of the Series 2020 Bond is hereby approved and authorized, subject to the issuance of the Series 2020 Bond for such purpose.

SECTION 6. TERMS AND FORM OF SERIES 2020 BOND.

A. Subject and pursuant to the provisions hereof, the Series 2020 Bond to be known as the "Sumter County, Florida Capital Improvement Refunding Revenue Bond, Series 2020," is hereby authorized to be issued in a principal amount not exceeding \$28,200,000 (the "Maximum Principal Amount") as a fixed rate bond, for the purposes described herein. Notwithstanding anything contained herein to the contrary, the Series 2020 Bond shall not be issued until the applicable conditions precedent to the issuance of Additional Bonds contained in the Bond Resolution have been complied with. The specific principal amount of the Series 2020 Bond shall be determined as hereinafter provided. The Authorized Officer, in reliance upon advice of the Financial Advisor, is hereby directed and authorized to award the sale of the Series 2020 Bond to the Initial Purchaser, and to approve the terms of the Series 2020 Bond, including, without limitation, the date thereof, the principal amount thereof, the interest rate with respect thereto, the purchase price thereof and the maturity date thereof and the redemption terms (including, without limitation, optional and mandatory) with respect thereto (if any), all such terms to be set forth in the Series 2020 Bond; provided, however, that in no event shall (i) the principal amount of the Series 2020 Bond exceed the Maximum Principal Amount, (ii) the interest rate on the Series 2020 Bond exceed the maximum rate permitted by law, (iii) the overall net present value savings achieved by refunding the Refunded Bond be less than 5% of the aggregate principal amount of such Refunded Bond (the "Minimum Savings"), or (iv) the final maturity of the Series

2020 Bond be later than the final maturity date of the Refunded Bond (the "Maximum Maturity Date").

B. The Authorized Officer may authorize the modification of the name or series designation of the Series 2020 Bond, as deemed appropriate, the approval of such modification to be evidenced by the execution and delivery of the Series 2020 Bond showing such modification.

C. The Series 2020 Bond shall be dated such date, shall bear interest from its date, payable semiannually on the first day of June and the first day of December of each year, commencing June 1, 2020, or such later date as set forth in the Series 2020 Bond, at such rate, and shall finally mature in such year (not later than the Maximum Maturity Date) all as shall be established by the Series 2020 Bond and approved by the Authorized Officer as herein provided, execution of the Series 2020 Bond to be conclusive evidence of such approval.

D. The Series 2020 Bond shall be issued as a fully registered Term Bond in a single denomination equal to the entire principal amount of the Series 2020 Bond. Interest on the Series 2020 Bond will be computed on the basis of a 360-day year of twelve 30-day months. The Series 2020 Bond shall be numbered "R-1." Upon receipt in full of the principal amount of the Series 2020 Bond, at maturity or otherwise, the Series 2020 Bond shall be cancelled and surrendered by the registered owner of the Series 2020 Bond (the "Registered Owner") to the office of the Clerk, which is hereby appointed as the Paying Agent and Registrar for the Series 2020 Bond.

E. Interest on the Series 2020 Bond will be paid by wire transfer to an account in the United States designated in writing by the Registered Owner at the close of business on the Record Date (as such term is defined in the Series 2020 Bond) (or such other method as agreed upon by the Purchaser and the Issuer), irrespective of any transfer or exchange of the Series 2020 Bond subsequent to such Record Date and prior to the next succeeding Interest Date, unless the Issuer shall be in default in payment of interest due on such Interest Date. In the event of any such default, such defaulted interest shall be payable to the person in whose name the Series 2020 Bond is registered at the close of business on a special record date for the payment of such defaulted interest as established by notice received by the Registered Owner of the Series 2020 Bond not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the person in whose name the Series 2020 Bond is registered at the close of business on the fifth day, whether or not a Business Day, preceding the date of mailing. The registration of the Series 2020 Bond may be transferred upon the registration books upon delivery thereof to the Registrar, if requested by the Issuer or the Registrar, accompanied by a written instrument or instruments of transfer or authorization for exchange in form and with guaranty of signature satisfactory to the Issuer or the Registrar, duly executed by the Registered Owner or his attorney-in-fact or legal representative, containing

written instructions as to the details of the transfer of such Series 2020 Bond, along with the social security number or federal employer identification number of such transferee. In all cases of a transfer of the Series 2020 Bond, the Registrar shall at the earliest practical time in accordance with the terms hereof enter the transfer of ownership in the registration books and shall deliver in the name of the new transferee a new fully registered Series 2020 Bond, for the same principal amount and payable from the same source of funds. So long as the Series 2020 Bond remains outstanding, the Issuer shall maintain and keep, at the office of the Registrar, books for the registration of the Series 2020 Bond.

The Registrar or the Issuer may require payment from the Registered Owner or transferee of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed by a governmental body other than the Issuer in connection with any exchange or transfer of the Series 2020 Bond. Such charges and expenses shall be paid before the new Series 2020 Bond shall be delivered. The Series 2020 Bond shall be issued in a single denomination equal to the principal amount outstanding of the Series 2020 Bond and may be transferred in whole and not in part and only to a "qualified institutional buyer" within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended.

The Issuer and the Registrar may treat the Registered Owner of the Series 2020 Bond as the absolute owner thereof for all purposes, whether or not such Series 2020 Bond shall be overdue, and shall not be bound by any notice to the contrary. The person in whose name any Series 2020 Bond is registered may be deemed the owner thereof by the Issuer and the Registrar, and any notice to the contrary shall not be binding upon the Issuer or the Registrar.

F. Whenever any Series 2020 Bond shall be delivered to the Registrar for cancellation, upon payment of the principal amount thereof, or for replacement, transfer or exchange, such Series 2020 Bond shall, after cancellation, either be retained by the Registrar for a period of time specified in writing by the Issuer, or at the option of the Issuer, shall be destroyed or cancelled by the Registrar and counterparts of a certificate of destruction or cancellation evidencing such destruction shall be furnished to the Issuer.

G. If the date for the payment of principal of, or premium, if any, or interest on the Series 2020 Bond shall be a day other than a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

H. In case the Series 2020 Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer, acting through the Registrar, may in its discretion issue and deliver a new Series 2020 Bond of like series and tenor as the Series 2020 Bond so mutilated, destroyed, stolen, or lost, in exchange and

substitution for such mutilated Series 2020 Bond, upon surrender and cancellation of such mutilated Series 2020 Bond or in lieu of and substitution for the Series 2020 Bond destroyed, stolen or lost, and upon the Registered Owner furnishing proof of ownership and the loss thereof (if lost, stolen or destroyed) and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expense as the Issuer and/or the Registrar may incur. A Series 2020 Bond so surrendered shall be cancelled by the Registrar. If any such Series 2020 Bond shall have matured or will mature within forty-five (45) days, instead of issuing a substitute Series 2020 Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Series 2020 Bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Series 2020 Bond issued pursuant to this paragraph shall constitute an original, additional, contractual obligation on the part of the Issuer, whether or not the lost, stolen or destroyed Series 2020 Bond be at any time found by anyone and such duplicate Series 2020 Bond shall be entitled to equal and proportionate benefits and rights as to lien, source and security for payment, pursuant to this Resolution from the funds, as pledged in the Bond Resolution, to the same extent as any other Series 2020 Bond issued under this Resolution.

I. Upon each principal payment, other than maturity, the principal amount of the Series 2020 Bond shall be deemed to be correspondingly reduced without the necessity of delivery of a new Series 2020 Bond.

J. The Initial Purchaser will be required to deliver an investor letter to the Issuer at the time of the issuance of the Series 2020 Bond to the effect that (i) it is purchasing the Series 2020 Bond for its own account and not with the present intent to distribute or resell, (ii) it is a "Qualified Institutional Buyer" within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended, and Regulation D thereunder, (iii) it has knowledge and experience in making decisions regarding the ownership and acquisition of tax-exempt and taxable obligations and is capable, independently, to evaluate the merits and risks of making the loan evidenced by the Series 2020 Bond, and (iv) it has received and reviewed financial and related information which it has requested to aid in its evaluation of the merits and risks of its investment in the Series 2020 Bond. Such letter shall also cover such other related matters as the Issuer shall reasonably request.

K. The Issuer has not provided as a remedy for an Event of Default under the Bond Resolution with respect to any Bonds Outstanding and shall not provide as a remedy for Events of Default under the Bond Resolution with respect to any Bonds Outstanding or any Additional Bonds a right of acceleration of the principal amount thereof unless it shall also provide a similar remedy to the Holder of the Series 2020 Bond. Further, if the Issuer shall provide additional Events of

Default or additional remedies under the Bond Resolution with respect to any Bonds Outstanding such additional Events of Default or additional remedies shall automatically be deemed to be incorporated by reference into this Resolution and the Purchaser shall have the benefits of such additional remedies as if specifically set forth herein.

L. The Issuer shall file with the Repository or shall make available to the Purchaser on an electronic website by not later than 210 days after the end of each Fiscal Year (the "Compliance Date"), commencing with the Fiscal Year ending September 30, 2019, copies of its audited financial statements for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. The Issuer shall also make available to the Purchaser on an electronic website, by no later than sixty (60) days after its approval and adoption by the Board, a copy of the annual budget for the Issuer. The Issuer shall file with the Purchaser by not later than the Compliance Date a compliance certificate stating the aggregate amount of the Pledged Revenues received during the aforementioned Fiscal Year, the Maximum Annual Debt Service of all Bonds then Outstanding as of September 30 of the aforementioned Fiscal Year and the debt service coverage ratio. The Issuer shall provide any additional financial information, as reasonably requested by the Purchaser.

M. The Issuer agrees that if on the Compliance Date the aggregate amount of the Pledged Revenues received during the aforementioned period does not equal at least the 1.30 times the Maximum Annual Debt Service of all Bonds then Outstanding as of September 30 of the aforementioned Fiscal Year (the "Coverage Ratio") that the following provision shall apply until such time as the Coverage Ratio is at least 1.30 times: To the extent that Pledged Revenues, are not adequate to pay the principal of, interest on the Series 2020 Bond in connection with the Series 2020 Bond and all other payments required herein, the Issuer hereby covenants and agrees, to the extent permitted by and in accordance with applicable law and budgetary processes, to prepare, approve and appropriate in its Annual Budget for each Fiscal Year, by amendment if necessary, and to deposit to the credit of the 2020 Debt Service Subaccount in a timely manner as needed to pay debt service on the Series 2020 Bond, Non-Ad Valorem Revenues of the Issuer in an amount which is equal to the debt service with respect to the Series 2020 Bond for the applicable Fiscal Year. Such covenant and agreement on the part of the Issuer to budget and appropriate sufficient amounts of Non-Ad Valorem Revenues shall be cumulative, and shall continue until such Non-Ad Valorem Revenues in amounts sufficient to make all required payments hereunder and under the Series 2020 Bond as and when due, including any delinquent payments, shall have been budgeted, appropriated and actually paid into the 2020 Debt Service Subaccount; provided, however, that such covenant shall not constitute a lien, either legal or equitable, on any of the Issuer's Non-Ad Valorem Revenues or other revenues, nor shall it preclude the Issuer from pledging in the future any of its Non-Ad Valorem

Revenues or other revenues to other obligations so long as the granting of such pledge does not have the effect of impairing the obligation of the Issuer under this Resolution and the Series 2020 Bond by making unavailable sufficient Non-Ad Valorem Revenues required to timely make payments of principal and interest on the Series 2020 Bond and any other payments required hereunder, nor shall it give the Holder or Registered Owner of the Series 2020 Bond a prior claim on the Non-Ad Valorem Revenues. Anything herein to the contrary notwithstanding, all obligations of the Issuer hereunder shall be secured only by the Non-Ad Valorem Revenues actually budgeted and appropriated and deposited into the 2020 Debt Service Subaccount, as provided for herein. The Issuer is prohibited by law from expending moneys not appropriated or in excess of its current budgeted revenues and surpluses. The obligation of the Issuer to budget, appropriate and make payments hereunder from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues after satisfying funding requirements for obligations having an express lien on or pledge of such revenues and after satisfying funding requirements for essential governmental services of the Issuer or which are legally mandated by applicable law; provided, however, after making provision for the foregoing obligations, the Issuer shall not otherwise be entitled to fail to budget and appropriate debt service for the Series 2020 Bond in order to balance its budget. Notwithstanding the foregoing or anything herein to the contrary, the Issuer has not covenanted to maintain any service or program now provided or maintained by the Issuer which generates Non-Ad Valorem Revenues. In lieu of the foregoing covenant to budget and appropriate, the Issuer may upon consent of the Purchaser supplement this Resolution to provide for an additional pledge of revenues such that that the Coverage Ratio taking into account such additional pledged revenues would be equal to at least 1.30 times.

N. For purposes of determining compliance with the coverage test in the preceding Paragraph M and the covenants for the issuance of Additional Bonds in Section 5.02 of the Bond Resolution in determining Annual Debt Service the interest rate on Variable Rate Bonds shall be determined as follows: (i) if the Variable Rate Bonds are not Taxable Bonds and are not yet Outstanding, one hundred ten percent (110%) of the average rate shown in the SIFMA Index for the twelve (12) months ending with the month preceding the date of calculation, (ii) if the Variable Rate Bonds are Taxable Bonds and are not yet Outstanding, a per annum rate equal to the yield to maturity quoted for the week preceding the date of calculation for direct U.S. Treasury obligations having a maturity substantially the same as the nominal maturity on the Variable Rate Bonds, plus one-half of one percent (0.5%), (iii) if the Variable Rate Bonds are Outstanding, if the Variable Rate Bonds are not Taxable Bonds, the higher of one hundred ten percent (110%) of (a) the average daily interest rate on such Variable Rate Bonds during the twelve months ending with the month preceding the date of calculation, or such shorter period that such Bonds have been Outstanding, or (b) the rate of interest on such Variable Rate Bonds on the date of calculation and if the Variable Rate Bonds are Taxable Bonds, the higher of (X) a per annum rate equal to the yield to maturity

quoted for the week preceding the date of calculation for direct U.S. Treasury obligations having a maturity substantially the same as the nominal maturity on the Variable Rate Bonds, plus one-half of one percent (0.5%), and (Y) the higher of one hundred ten percent (110%) of (a) the average daily interest rate on such Variable Rate Bonds during the twelve months ending with the month preceding the date of calculation, or such shorter period that such Bonds have been Outstanding, or (b) the rate of interest on such Variable Rate Bonds on the date of calculation.

O. No modification or amendment of this Resolution or of any resolution amendatory hereof may be made except with the written consent of the Purchaser.

P. If the Issuer shall default in the performance of or compliance with any term or covenant contained herein it shall be deemed to be an Event of Default under the Bond Resolution and the Purchaser may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the Laws of the State of Florida, or granted and contained in this Resolution and the Bond Resolution, and may enforce and compel the performance of all duties required by this Resolution and the Bond Resolution or by any applicable statutes to be performed by the Issuer or by any officer thereof.

Q. The Issuer agrees to maintain ratings by any of such rating agencies not lower than "BBB" (or its equivalent) by S&P or Fitch or "Baa2" (or its equivalent) by Moody's; provided, however, the Issuer shall not be required to maintain a rating on any Bonds, so long as such ratings shall not have been withdrawn or suspended by such rating agencies for credit related reasons. References herein to ratings are to rating categories as presently determined by the rating agencies, and in the event of the adoption of any new or changed ratings system or a "global" rating scale by any such rating agency, the ratings categories shall be adjusted accordingly to new ratings which most closely approximates the ratings currently in effect.

R. The text of the Series 2020 Bond and the form of the assignment for such Series 2020 Bond shall be substantially in the following form, with such omissions, insertions and variations as may be necessary or desirable and authorized by this Resolution, by any subsequent resolution adopted prior to the issuance thereof:

Bond, are payable, by electronic wire transfer or as otherwise provided in the Supplemental Resolution.

This Bond is issued to refund the Refunded Bond, under the authority of and in full compliance with the Constitution and laws of the State of Florida, particularly Section 159.11, Florida Statutes, Chapter 125, Florida Statutes, Chapter 218, Parts II and VI, Florida Statutes, Section 212.20(6)(d)6.a, Florida Statutes, Article VIII, Section 1, and other applicable provisions of law (the "Act"), and Resolution No. 2015-15, adopted by the Issuer on April 28, 2015 (the "Bond Resolution"), as supplemented by Resolution No. ___, adopted by the Issuer on January 28, 2020 (the "Supplemental Resolution" and together with the Bond Resolution, the "Resolution"), and is subject to all the terms and conditions of the Resolution. All terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

In the event of a Determination of Taxability, the Interest Rate shall be adjusted to cause the after-tax yield on this Bond to the Registered Owner after such Determination of Taxability to equal what the yield would have been to the Registered Owner in the absence of such Determination of Taxability (the "Taxable Rate"), effective retroactively to the date on which such Determination of Taxability was made. In addition, immediately upon a Determination of Taxability, the Issuer agrees to pay to the Registered Owner the Additional Amount. "Additional Amount" means (i) the difference between (a) interest on this Bond for the period commencing on the date on which the interest on this Bond ceases to be excludable from gross income for federal income tax purposes and ending on the earlier of the date this Bond ceased to be outstanding or such adjustment is no longer applicable to this Bond (the "Taxable Period") at a rate per annum equal to the Taxable Rate, and (b) the aggregate amount of interest paid on this Bond for the Taxable Period under the provisions of this Bond without considering the Determination of Taxability, plus (ii) any penalties and interest paid or payable by the Registered Owner to the Internal Revenue Service by reason of such Determination of Taxability. As used herein, "Determination of Taxability" means a final decree or judgment of any federal court or a final action of the Internal Revenue Service or of the United States Treasury Department determining that any interest payable on this Bond is includable in the gross income of the Registered Owner for federal income tax purposes resulting from actions or inactions taken by the Issuer. No such decree or action shall be considered final for the purposes of this paragraph unless the Issuer has been given written notice thereof and, if it is so desired by the Issuer and is legally permissible, the Issuer has been afforded the opportunity to contest the same, at its own expense, either directly or in the name of the Registered Owner and until the conclusion of any appellate review, if sought.

Upon the occurrence and during the continuance of an Event of Default under the Resolution, the Interest Rate shall be equal to the Prime Rate applicable on the date of such Event of Default plus six percent (6%) per annum (the "Default

Rate"). Notwithstanding the foregoing, a breach or default of Section 5.11 of the Bond Resolution or Section 8 of the Supplemental Resolution (as hereinafter defined) shall not be an "Event of Default" for purposes of an adjustment of the Interest Rate to the Default Rate. "Prime Rate" means the per annum rate which TD Bank, N.A. announces from time to time to be its prime rate, as in effect from time to time. TD Bank, N.A.'s prime rate is a reference or benchmark rate, is purely discretionary and does not necessarily represent the lowest or best rate charged to borrowing customers. TD Bank, N.A. may make commercial loans or other loans at rates of interest at, above or below TD Bank, N.A.'s prime rate. Each change in the TD Bank, N.A.'s prime rate shall be effective from and including the date such change is announced as being effective.

Notwithstanding the foregoing, in no event shall the Interest Rate exceed the maximum rate permitted by applicable law.

If any payment of principal or interest due hereunder is not paid within fifteen (15) days after the date due hereunder, the Issuer shall pay the Registered Owner upon demand a late payment fee equal to six percent (6%) of the amount not paid when due.

This Bond and the interest hereon are payable solely from and secured by a lien upon and a pledge of (1) receipts derived from the Pledged Revenues, (2) any Qualified Hedge Receipts (net of Qualified Hedge Payments), and (3) until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in certain of the funds and accounts established by the Resolution, all in the manner and to the extent described in the Resolution (collectively, the "Pledged Funds"). Subject to Section 6, Paragraph M of the Supplemental Resolution, this Bond may be additionally secured by a covenant to budget and appropriate non-ad valorem revenues.

Reference is hereby made to the Resolution for the provisions, among others, relating to the terms of, lien on and security for the Bonds, the custody and application of the proceeds of the Bonds, the rights and remedies of the Owners of the Bonds, the extent of and limitations on the Issuer's rights, duties and obligations, the provisions permitting the issuance of additional parity indebtedness, and the provisions permitting amendments to the Resolution, with and without the consent of the Bondholders, to all of which provisions the Registered Owner hereof for himself and his successors in interest irrevocably assents by acceptance of this Bond.

This Bond shall not be deemed to constitute a general debt or obligation or a pledge of the faith and credit of the Issuer, the State of Florida or any political subdivision thereof within the meaning of any constitutional, legislative or charter provision or limitation. It is expressly agreed by the Registered Owner of this Bond that the full faith and credit of the Issuer, the State

of Florida, or any political subdivision thereof, are not pledged to the payment of the principal of, premium, if any, and interest on this Bond and that such Registered Owner shall never have the right to require or compel the exercise of any ad valorem taxing power of the Issuer, the State of Florida, or any political subdivision thereof, to the payment of such principal, premium, if any, and interest. This Bond and the obligation evidenced hereby shall not constitute a lien upon any property of the Issuer, but shall constitute a lien only on, and shall be payable solely from, the Pledged Funds in the manner and to the extent provided in the Resolution.

Neither the members of the Board of County Commissioners of the Issuer nor any person executing this Bond shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

This Bond is transferable in accordance with the terms of the Resolution only upon the books of the Issuer kept for that purpose at the designated corporate trust office of the Registrar by the Registered Owner hereof in person or by his attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his attorney duly authorized in writing, and thereupon a new Bond or Bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor, and upon the payment of the charges, if any, therein prescribed. This Bond may only be sold, assigned or otherwise transferred in whole to a "Qualified Institutional Buyer" within the meaning of Rule 144A promulgated under the Securities Act of 1933.

The Bonds are issuable in the form of fully registered Bonds in a single denomination equal to the entire principal amount of this Bond. The Issuer, the Registrar and any Paying Agent may treat the Registered Owner of this Bond as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary. The Issuer and the Registrar shall not be obligated to make any exchange or transfer of the Bonds during the fifteen (15) days next preceding an interest payment date or, in the case of any proposed redemption of the Bonds, then, during the fifteen (15) days next preceding the date of the first mailing of notice of such redemption.

This Bond may be prepaid in whole or in part on any Business Day at a price equal to 100% of the principal amount of this Bond to be prepaid plus accrued interest thereon to the date of prepayment, plus the payment of the Fixed Rate Prepayment Charge as determined by the Bondholder and described below. The Fixed Rate Prepayment Charge shall be payable to the Bondholder and shall be computed as follows:

The Fixed Rate Prepayment Charge shall be based on the current cost of funds, specifically the bond equivalent yield for United States Treasury securities (bills on a discounted basis shall be converted to a bond equivalent yield) with a

maturity date closest to the Remaining Term ("Cost of Funds") subtracted from the stated interest rate on this Bond ("Stated Interest Rate"). If the result is zero or a negative number, there shall be no Fixed Rate Prepayment Charge due and payable. If the result is a positive number, then the resulting percentage shall be multiplied by the amount being prepaid times the number of days in the Remaining Term (as defined below) and divided by 360. The resulting amount is the "Fixed Rate Prepayment Charge" due to the Bondholder upon prepayment of all or a portion of the principal of this Bond, plus any accrued interest due as of the prepayment date and is expressed in the following calculation:

"Fixed Rate Prepayment Charge" = Principal Amount Being Prepaid times (Stated Interest Rate - Cost of Funds) times days in the Remaining Term/360 days.

"Remaining Term" as used herein shall mean the remaining term of this Bond.

Any prepayment of this Bond shall be made on such Business Day as shall be specified by the City in a notice delivered to the Bondholder not less than ten (10) days prior thereto specifying the principal amount to be prepaid and the date that shall be the date of such prepayment. Notice having been given as aforesaid, the amount of the outstanding principal of this Bond to be prepaid shall become due and payable on the date of prepayment stated in such notice, together with interest accrued and unpaid to the date of prepayment on the principal amount then being paid plus the Fixed Rate Prepayment Charge, if any. If on the date of prepayment moneys for the payment of the principal amount to be prepaid on this Bond, together with interest to the date of prepayment on such principal amount plus the Fixed Rate Prepayment Charge, if any, shall have been paid to the Bondholder as above provided, then from and after the date of prepayment, interest on such prepaid principal amount of this Bond shall cease to accrue. If said money shall not have been so paid on the date of prepayment, such principal amount of this Bond shall continue to bear interest until payment thereof at the then applicable Interest Rate. Any such failure to pay the prepayment price shall not constitute an Event of Default hereunder. Any prepayment in part shall be applied to the remaining principal payments in inverse order of scheduled payments unless otherwise agreed to between the Issuer and the Bondholder.

If the date for payment of the principal of, premium, if any, or interest on this Bond shall not be a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond, exist, have happened and have been performed, in regular and due form

and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of the Bonds does not violate any constitutional or statutory limitations or provisions.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF, Sumter County, Florida has issued this Bond and has caused the same to be executed by the manual or facsimile signature of the Chairman of its Board of County Commissioners and by the manual or facsimile signature of the Clerk of the Board of County Commissioners and its official seal or a facsimile thereof to be affixed or reproduced hereon, all as of the ____ day of _____, 2020.

SUMTER COUNTY, FLORIDA

By: _____
Chairman, Board of County
Commissioners

(SEAL)
By: _____
Clerk, Board of County Commissioners

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned _____ (the "Transferor"), hereby sells, assigns and transfers unto _____ (the "Transferee")

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF TRANSFEREE

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ as attorney to register the transfer of the within Bond on the books kept for registration and registration of transfer thereof, with full power of substitution in the premises.

Date: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: No transfer will be registered and no new Bond will be issued in the name of the Transferee, unless the signature(s) to this Assignment correspond(s) with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM — as tenants in common

TEN ENT — as tenants by the entireties

JT TEN — as joint tenants with right of survivorship and not as tenants in common

Savings, and with a final maturity no later than the Maximum Maturity Date. Subject to the provisions set forth herein, the Chairman, or in the Chairman's absence or unavailability, the Vice Chairman, is hereby authorized to execute the Series 2020 Bond for and on behalf of the Issuer pursuant to the terms hereof and the Clerk or any Deputy Clerk is hereby authorized to attest such signature.

To the extent permitted under the Code and not otherwise provided by the Issuer by certificate of the Chairman or Vice Chairman delivered at or prior to the issuance and delivery of the Series 2020 Bond, the proceeds from the sale of the Series 2020 Bond, together, to the extent applicable, with certain legally available funds of the Issuer, shall be disposed of as follows:

(A) An amount which, to the extent applicable, together with other legally available funds of the Issuer, will be sufficient to pay debt service on the Refunded Bond, as the same shall be called for redemption, shall be transferred to the holder of the Refunded Bond.

(B) An amount sufficient to pay the costs of issuance of the Series 2020 Bond shall be applied to pay such costs.

SECTION 8. TAX COVENANTS. It is the intention of the Issuer and all parties under its control that the interest on the Series 2020 Bond issued hereunder be and remain excluded from gross income for federal income tax purposes and to this end the Issuer hereby represents to and covenants with the Holder of the Series 2020 Bond issued hereunder that it will comply with the requirements applicable to it contained in Section 103 and Part IV of Subchapter B of Chapter 1 of Subtitle A of the Code to the extent necessary to preserve the exclusion of interest on the Series 2020 Bond issued hereunder from gross income for federal income tax purposes. Specifically, without intending to limit in any way the generality of the foregoing, the Issuer covenants and agrees:

(A) to the extent required by the Code, to make or cause to be made all necessary determinations and calculations of the Rebate Amount and required payments of the Rebate Amount;

(B) to set aside sufficient moneys from the Pledged Funds or other legally available funds of the Issuer, to timely pay the Rebate Amount to the United States of America;

(C) to pay, at the times and to the extent required under the Code, the Rebate Amount to the United States of America from the funds described in (B) above;

(D) to maintain and retain all records pertaining to the Rebate Amount with respect to the Series 2020 Bond issued hereunder and required payments of the Rebate Amount with respect to the Series 2020 Bond for at least

six years after the final maturity of the Series 2020 Bond or such other period as shall be necessary to comply with the Code;

(E) to refrain from taking any action that would cause the Series 2020 Bond issued hereunder to become arbitrage bonds under Section 148 of the Code; and

(F) to refrain from using proceeds of the Series 2020 Bond issued hereunder in a manner that would cause the Series 2020 Bond to be classified as a private activity bond under Section 141(a) of the Code.

The Issuer understands that the foregoing covenants impose continuing obligations of the Issuer that will exist as long as the requirements of Section 103 and Part IV of Subchapter B of Chapter 1 of Subtitle A of the Code are applicable to the Series 2020 Bond.

Notwithstanding any other provision of this resolution or the Bond Resolution, including, in particular Section 8.01 of the Bond Resolution, the obligation of the Issuer to pay the Rebate Amount to the United States of America and to comply with the other requirements of this Section shall survive the defeasance or payment in full of the Series 2020 Bond. Failure of the Issuer to comply with this Section 8 or Section 5.11 of the Bond Resolution shall not be a default under the Bond Resolution or this Resolution.

SECTION 9. TRUST FUNDS. All funds and accounts created by the Bond Resolution are, and shall be deemed to be, trust funds. All moneys deposited in such funds and accounts shall be held in trust, and the Clerk of the Issuer or any other officer of the Issuer, and any other bank, trust company or fiscal agent holding such moneys shall act as trustee thereof and shall hold and apply the same only for the purposes provided in, and subject to the provisions of, the Bond Resolution and this Resolution.

SECTION 10. AUTHORIZATIONS.

A. The Authorized Officer and the Clerk or any Deputy Clerk of the Issuer are hereby authorized and directed on behalf of the Issuer to execute the Series 2020 Bond manually or by their facsimile signatures as provided in this Resolution or the Bond Resolution, and any of such officers are hereby authorized and directed upon the execution of the Series 2020 Bond in the form and manner set forth in this Resolution or the Bond Resolution to deliver the Series 2020 Bond in the amounts authorized to be issued hereunder to the Registrar for authentication and delivery to or upon the order of the Initial Purchaser, upon payment of the purchase price.

B. The Authorized Officer, the Clerk and any Deputy Clerk and such other officers of the Issuer legally authorized to take action in their absence, and

such other officers and employees of the Issuer as may be designated by the Chairman, the Vice Chairman, are each designated as agents of the Issuer in connection with issuance and delivery of the Series 2020 Bond and are authorized and empowered, collectively or individually, to take all action and steps, including, without limitation, to execute and deliver all instruments, documents, contracts and notices on behalf of the Issuer that are necessary or desirable in connection with the execution and delivery of the Series 2020 Bond and the refunding of the Refunded Bond and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution or the Bond Resolution. Such officers and those so designated are hereby charged with the responsibility for the issuance of the Series 2020 Bond.

SECTION 11. GENERAL AUTHORITY. In addition to the authorization set forth above, the members of the Board and the officers, attorneys and other agents or employees of the Issuer are hereby authorized to do all acts and things required of them by the Bond Resolution or which are desirable or consistent with the requirements hereof or of the Bond Resolution, for the full punctual and complete performance of all the terms, covenants and agreements contained herein or in the Series 2020 Bond, and each member, employee, attorney and officer of the Issuer and the Clerk and any Deputy Clerk are hereby authorized and directed to execute and deliver any and all papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder. The Vice Chairman is hereby authorized to do all acts or things required of the Chairman by the terms hereof in the event of the Chairman's absence or unavailability.

SECTION 12. CONTROLLING LAW; MEMBER OF THE BOARD OF ISSUER NOT LIABLE. All covenants, stipulations, obligations and agreements of the Issuer contained in the Bond Resolution and herein shall be deemed to be covenants, stipulations, obligations and agreements of the Issuer to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the Board in his or her individual capacity, and neither the members of the Board nor any official executing the Series 2020 Bond or other documents contemplated hereby shall be liable personally on the Series 2020 Bond or the Bond Resolution or shall be subject to any personal liability or accountability by reason of the issuance or the execution by the Board or such official.

SECTION 13. REPEAL OF INCONSISTENT RESOLUTIONS. Except as supplemented hereby, all provisions of the Bond Resolution remain in full force and effect. All other resolutions or parts of other resolutions in conflict herewith are hereby repealed.

SECTION 14. SEVERABILITY. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution or of the Series 2020 Bond issued hereunder.

[Remainder of Page Intentionally Blank]

SECTION 15. EFFECTIVE DATE. This Resolution shall become effective immediately upon its final adoption.

Passed and duly adopted at a regular meeting of the Board of County Commissioners of Sumter County, Florida on the 28th day of January, 2020.

SUMTER COUNTY BOARD OF COUNTY
COMMISSIONERS, SUMTER COUNTY,
FLORIDA

(SEAL)

ATTEST: GLORIA HAYWARD
CLERK AND AUDITOR

By: Stephen Printz, Chairman

By: Deputy Clerk

#71926893_v9 133993.00005

**SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Inventory Transactions - Disposal and Surplus of Property (Staff Recommends Approval).

REQUESTED ACTION: **Staff Recommends Approval**

Meeting Type: Regular Meeting **DATE OF MEETING:** 1/28/2020

CONTRACT: N/A Vendor/Entity: _____
 Effective Date: Termination Date: _____
 Managing Division / Dept: **Office of Management & Budget**

BUDGET IMPACT: _____
FUNDING SOURCE: _____

Type: N/A **EXPENDITURE ACCOUNT:** _____

HISTORY/FACTS/ISSUES:

Per the Sumter County Board of County Commissioners Tangible Personal Property Policy, Section IV Property Transfers and Surplus Property and Section IV Cannibalization and Disposal of Property. The request for the Board is to approve the inventory transactions as noted below:

Description	Asset Tag #	Custodian	Action
2011 Chevrolet Cutaway Bus	05166	Transit	Surplus to Auction
2010 Chevrolet Cutaway Bus	04907	Transit	Surplus to Auction
Gas Detector	03434	Fire & EMS	Dispose
Mobile Track 5 Shelving System	04844	Public Defender	Remove from Inventory
AG Printer System	03047	Property Appraiser	Dispose

Prepared by: **Suzanne Hammer** **Grammarly Check**

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Purchase Order Approval for FY 2019/2020 (Staff Recommends Approval).

REQUESTED ACTION: Staff Recommends Approval.

Meeting Type: Regular Meeting **DATE OF MEETING:** 1/28/2020

CONTRACT: N/A Vendor/Entity: _____
Effective Date: Termination Date: _____
Managing Division / Dept: **Purchasing**

BUDGET IMPACT: _____

FUNDING SOURCE: _____

Type: N/A **EXPENDITURE ACCOUNT:** _____

HISTORY/FACTS/ISSUES:

The attached list of open purchase requisitions is recommended for approval. In accordance with the County's Purchasing Policies and Procedures, purchase requests \$25,000 and over must be approved by the Sumter County Board of County Commissioners.

The attached Open Requisitions Report is recommended for approval.

Prepared by: Becky Segrest **Grammarly Check**

SUMTER BOARD OF COMMISSIONERS
 Open Requisitions Report

Only Possesion Groups :BOCC Minimum Amount: 9,999,999.00-

Approval Group	Requisition No	Requisition Interface	Approval Status	Fiscal Year	EMG	Initiator	Creation Date	Last Action By	Possession	Requisition Total
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00019284 PO Waiting 2020 No ESCANLON 01/17/20 BARNOLD BOARD APPROV 35,000.00

Line	Qty	Unit Price	Ext Price	Vendor / G/L Account
------	-----	------------	-----------	----------------------

1 1.00 35,000.00 35,000.00 G/L: 001-413-519-4521 V: 4483-FL ASSOC OF COUNTIES TRUST

Description: Deductibles as of 12/31/2019

EM 00019281 PO Waiting 2020 No JBAILEY 01/16/20 BARNOLD BOARD APPROV 46,759.00

Line	Qty	Unit Price	Ext Price	Vendor / G/L Account
------	-----	------------	-----------	----------------------

1 1.00 46,759.00 46,759.00 G/L: 114-155-525-5200 V: 7994-AK ASSOCIATES

Description: Smart911 Annual License (5 Year Contract)

Approved By: _____ Date: _____

Extension Agreement #3
Sumter County Geotechnical and Materials Testing Services

This agreement extension is made and entered into this 28th day of January 2020, between the Board of County Commissioners of Sumter County Florida, 7375 Powell Road, Wildwood, Florida 34785 (County) and Central Testing Laboratory, 130 Satellite Court, Leesburg, Florida 34748 (Firm).

WHEREAS, the parties executed an original agreement dated February 14, 2017 for RFQ 040-0-2016/RS Sumter County Geotechnical and Materials Testing Services;

WHEREAS, the County wishes to extend the agreement through February 13, 2021 under the same terms and conditions.

NOW, THEREFORE, the parties agree as follows:

1. That the certain agreement between the parties originally dated February 14, 2017, is hereby extended to February 13, 2021.
2. Firm shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
3. **IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRMS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Administrative.Services@sumtercountyfl.gov.**
4. Except as expressly modified by this Extension Agreement, all other terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

THIS AGREEMENT is executed the day and year first written above.

Attest: Deputy Clerk

BOARD OF COUNTY COMMISSIONERS,
SUMTER COUNTY, FLORIDA
By: _____
Chairman

Date Signed: _____

Date Signed: _____

Central Testing Laboratory, Inc.
By: _____

Witness:

Date Signed: _____

Date Signed: _____

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Extension Agreement #2 for Sumter County Geotechnical and Materials Testing Services RFQ 040-0-2016/RS (Staff Recommends Approval).

REQUESTED ACTION: Staff Recommends Approval

Meeting Type: Regular Meeting **DATE OF MEETING:** 1/22/2019

CONTRACT: N/A **Vendor/Entity:** Central Testing Laboratory, Inc.

Effective Date: 2/14/2017 Termination Date: 2/13/2020

Managing Division / Dept: Road & Bridge / Public Works

BUDGET IMPACT: Varies depending on project.

FUNDING SOURCE: Varies

Type: Annual **EXPENDITURE ACCOUNT:** Varies

HISTORY/FACTS/ISSUES:

On February 14, 2017, the Sumter County Board of County Commissioners (BOCC) entered into an agreement with Central Testing Laboratory, Inc. for RFQ 040-0-2016/RS Sumter County Geotechnical and Materials Testing Services. Extension Agreement #1 was approved by the BOCC on January 8, 2019 to extend the agreement through February 13, 2019.

At this time, Public Works wishes to renew the agreement to February 13, 2020. There will be one additional one-year renewal left on this agreement.

Attached for BOCC review are the original Sumter County Geotechnical and Materials Testing Services Professional Services Agreement and the Extension Agreement #2.

Prepared by: Becky Segrest

Grammarly Check

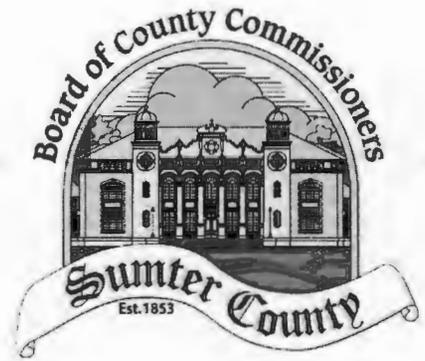
Mailed agreement 1/28/19

APPROVED

Board of County Commissioners

Sumter County, Florida

7375 Powell Road, Suite 200 • Wildwood, FL 34785 • Phone (352) 689-4400 • FAX: (352) 689-4401
Website: <http://sumtercountyfl.gov>



January 28, 2019

Central Testing Laboratory
130 Satellite Court
Leesburg, FL 34748

To whom it may concern:

Enclosed for your record, please find two originals of Extension Agreement #2 , for Geotechnical and Materials Testing Services, between Central Testing Laboratory and The Sumter County Board of County Commissioners, approved at their January 22, 2019 meeting.

Please sign both documents, keep one for your records and return one in the envelope provided.

If you have any questions, I can be reached by phone at 352-569-6612, or, by email at melliott@sumterclerk.com.

Sincerely,

Melissa Elliott
Deputy Clerk
Sumter County Finance
PO Box 247
Bushnell, FL 33513

Al Butler, Dist 1
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Don Burgess, Dist 3
Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Steve Printz, Dist 5
Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Doug Gilpin, Dist 2
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Garry Breeden, Dist 4
Second Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Bradley S. Arnold,
County Administrator
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Gloria R. Hayward, Clerk & Auditor
(352) 569-6600
215 East McCollum Avenue
Bushnell, FL 33513

County Attorney
The Hogan Law Firm
Post Office Box 485
Brooksville, Florida 34605

Extension Agreement #2
Sumter County Geotechnical and Materials Testing Services

This agreement extension is made and entered into this 22nd day of January 2019, between the Board of County Commissioners of Sumter County Florida, 7375 Powell Road, Wildwood, Florida 34785 (County) and Central Testing Laboratory, 130 Satellite Court, Leesburg, Florida 34748 (Firm).

WHEREAS, the parties executed an original agreement dated February 14, 2017 for RFQ 040-0-2016/RS Sumter County Geotechnical and Materials Testing Services;

WHEREAS, the County wishes to extend the agreement through February 13, 2020 under the same terms and conditions.

NOW, THEREFORE, the parties agree as follows:

1. That the certain agreement between the parties originally dated February 14, 2017, is hereby extended to February 13, 2020.
2. Firm shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
3. **IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRMS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Administrative.Services@sumtercountyfl.gov.**

THIS AGREEMENT is executed the day and year first written above.



D. Russell Elliott
Attest: Deputy Clerk

BOARD OF COUNTY COMMISSIONERS,
SUMTER COUNTY, FLORIDA

By: *[Signature]*
Chairman

Date Signed: 1/22/19

Date Signed: 1/22/19

Witness: *Tracy Bryan*

Date Signed: 1/31/19

Central Testing Laboratory, Inc.
By: *[Signature]*

Date Signed: 1/31/19

The Villages DAILY SUN

Published Daily
Lady Lake, Florida
State of Florida
County Of Lake

Before the undersigned authority personally appeared **Sheryl Dufour** who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal Ad #711424 in the matter of **REQUEST FOR QUALIFICATIONS**, was published in said newspaper in the issues of

NOVEMBER 23, 2016

Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he 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.

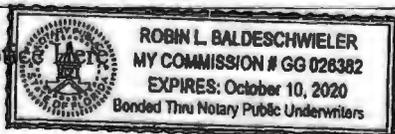
Sheryl Dufour
(Signature of Affiant)

Sworn to and subscribed before me this 25
day November 2016

Robin Louise Baldeschwieler
Robin Louise Baldeschwieler, Notary

Personally Known X or
Production Identification _____
Type of Identification Produced _____

Attach Notary Seal



Villages Sumter County Service Center, Wildwood, FL 34785.

The Selection Committee shall meet on January 13, 2017 at 11:30 a.m. in Room 110 of The Villages Sumter County Service Center to review and discuss the qualification packages.

If necessary, vendor presentations will be held on January 17, 2017 starting at 9:00 a.m. in Room 208 of The Villages Sumter County Service Center.

The Selection Committee's recommendation will be presented to the BOCC on February 14, 2017.

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA
#711424 11/23/2016

REQUEST FOR QUALIFICATIONS (RFQ)

Notice is hereby given that the Sumter County Board of County Commissioners (BOCC) will receive qualification packages for the following: "RFQ 040-0-2016/RS Sumter County Geotechnical and Materials Testing Services".

Information is available upon request by calling (352) 689-4400, by coming to the Purchasing Division located at The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785, or by contacting Demand Star at 1-800-711-1712 or www.DemandStar.com.

All inquiries and questions regarding this request for qualifications must be made only to the contact identified below and shall be made in writing by fax, e-mail, or mail:

Mrs. Becky Segrest,
Assistant Purchasing Agent
Mailing Address:
7375 Powell Road, Suite 200
Wildwood, FL 34785
E-mail: Becky.Segrest@sumter-countyfl.gov
Fax: (352) 689-4401

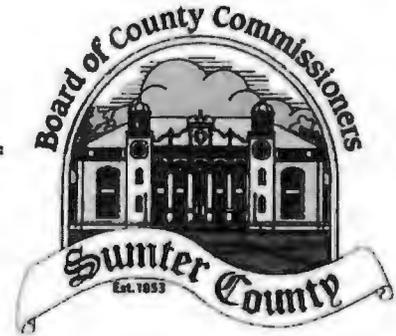
The deadline for submission of questions relating to the RFQ shall be December 7, 2016 by 5:00 p.m. A copy of the RFQ must be obtained in order to view the items being requested by BOCC.

All RFQ packages are due by 10:30 a.m. on January 11, 2017 to the address listed above. Late submittals will be rejected and returned unopened to the Proposer. RFQ packages must be firmly sealed in packaging that is clearly marked on the outside: "RFQ 040-0-2016/RS Sumter County Geotechnical and Materials Testing Services". Sealed RFQs must be mailed or delivered to Mrs. Becky Segrest at the above address.

Upon submission, all RFQ packages will become the property of the BOCC, who has the right to use any or all ideas presented in any packages submitted in response to this RFQ, whether or not the RFQ is accepted. Qualification packages will be opened at 10:35 a.m. on January 11, 2017 in Room 110 of The

Board of County Commissioners
Sumter County, Florida

7375 Powell Road, Suite 200 • Wildwood, FL 34785 • Phone (352) 689-4400 • FAX: (352) 689-4401
Website: <http://sumtercountyfl.gov>



February 15, 2017

Theodore J. Strouse, P.E.
Central Testing Laboratory, Inc.
130 Satellite Court
Leesburg, Florida 34748

Dear Mr. Strouse:

Enclosed for your signature are two (2) originals of the Sumter County Geotechnical and Materials Testing Services Professional Services Agreement approved by the Board of Sumter County Commissioners on February 14, 2017. Please have both copies signed and return one (1) in the envelope provided.

Thank you for your assistance in this matter. If there are any questions, please do not hesitate to contact our office at (352) 569-6629.

Very truly yours,

BOARD OF SUMTER COUNTY COMMISSIONERS

GLORIA R. HAYWARD
CLERK & AUDITOR

By Caroline Al Restimawi
Caroline Al Restimawi
Deputy Clerk

Enclosures

Al Butler, Dist 1
Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Doug Gilpin, Dist 2
Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Don Burgess, Dist 3
Second Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Garry Breeden, Dist 4
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Steve Printz, Dist 5
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Bradley S. Arnold,
County Administrator
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Gloria R. Hayward, Clerk & Auditor
(352) 569-6600
215 East McCollum Avenue
Bushnell, FL 33513

County Attorney
The Hogan Law Firm
Post Office Box 485
Brooksville, Florida 34605

SUMTER COUNTY GEOTECHNICAL AND MATERIALS TESTING SERVICES PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 14th day of February, 2017, by and between **Board of Sumter County Commissioners** (hereafter referred to as "Board"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and **Central Testing Laboratory, Inc.** (hereafter referred to as "Firm"), whose address is 130 Satellite Court, Leesburg, Florida 34748.

RECITALS

WHEREAS, the Board has need of professional services for traffic count data collection, data reduction, mapping and summary reporting for various roads throughout Sumter County and;

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Firm, based on the Firm's response to RFQ 040-0-2016/RS Sumter County Geotechnical and Materials Testing Services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The relationship of the Firm to the Board will be that of a professional Firm and the Firm will provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to Firm's profession, and Firm will endeavor to provide to the Board prompt and efficient consulting services to the best of its ability.
2. Firm is hereby retained and employed as a professional consultant; and will work with the Board to provide said services in accordance with the scope of work outlined in RFQ 040-0-2016/RS.
3. Firm agrees to prepare and complete a report to the Board, detailing the status of services provided pursuant to this Agreement at least ninety (90) days prior to the expiration of the term of this Agreement, or at least ninety (90) days prior to the expiration of any renewal term of this Agreement. Firm may be asked to present the deliverables in person for review by staff or for discussion at a scheduled Board meeting.
4. The term of this Agreement shall commence on the day and year as shown above and continue in full force through February 13, 2018, unless otherwise terminated as provided in paragraph five (5) of this Agreement. This Agreement may be renewed on an annual basis for three additional consecutive one-year periods, if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of this Agreement, including any periods of renewal. The term of this Agreement does not relieve the Firm of any future responsibility as described in paragraph eight (8) of this Agreement.
5. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this agreement is terminated, Firm shall be authorized to receive payment for all work performed up to the date of termination.

6. With regard to compensation paid to Firm, Firm shall furnish to the Board on a monthly basis an itemized invoice detailing all of Firm's hours, services, expenses, and any other services utilized by the Board during the preceding month. Invoice shall be itemized pursuant to and in accordance with the attached Fee Schedule. Firm shall compute the total amount due for the preceding month and all amounts due Firm shall be paid on a monthly basis pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. Firm acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of the Agreement and thereafter shall only be adjusted by mutual written agreement of both parties.

7. General Considerations.

- a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Firm and presented to the Board pursuant to this Agreement are and remain the property of the Board as instruments of service.
- b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Firm shall be made available to the Board upon request and shall be considered public records.
- c. Firm shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Board shall have the right to order, inspect, and copy all such Records as often as it deems necessary during any such period-of-time. The right to audit, inspect, and copy records shall include all of the records of sub-Firms (if any).
- d. Firm shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
- e. If the Firm has questions regarding the application of Chapter 119, Florida Statutes, to the firms' duty to provide public records relating to this agreement, contact the custodian of public records at 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Administrative.Services@sumtercountyfl.gov.
- f. Firm shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFQ 040-0-2016/RS, naming Board as an additional insured in each such policy.
- g. Upon Firm's written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Firm and Board mutually deem necessary, and Firm may rely upon same in performing the services required under this agreement.
- h. The Board and Firm each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the Board nor Firm shall assign or transfer their interest in this agreement without the prior written consent of the other party.

8. Should any other professional services be called for by the Board, which are not otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be

agreed upon in advance by the parties hereto. The Firm may be required to provide additional services to the Board on challenges, public protests, administrative hearings, or similar matters. The Firm shall be available to represent the Board, serve as an expert witness, and provide supporting documentation as necessary.

9. The Contract Documents, which comprise the entire Contract between Board and Firm and which are further incorporated herein by reference, consist of the following:

- a. Request for Qualifications (RFQ)
- b. Vendor's RFQ Documents
- c. Permits / Licenses
- d. All RFQ Addenda Issued Prior to RFQ Opening Date
- e. All Modifications and Change Orders Issued

10. Firm does hereby specifically promise and agree to "hold harmless", defend and indemnify the Board and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including payment of all reasonable attorney's fees, costs and expenses associated with the same.

11. Firm, its agents, servants or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the Board and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the Board, except as provided in the scope of services called for herein. Firm is hereby designated as an independent contractor to the Board and none of the employees, agents or servants of the Firm shall have, or be entitled to, any of the fringe benefits applicable to employees of the Board.

12. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

13. Firm does hereby waive any and all "venue privilege" and or "diversity of citizenship privileges" and specifically agrees that any action brought for the enforcement, construction or interpretation of this agreement shall be maintained in the County or Circuit Court in and for Sumter County, Florida, and Firm hereby specifically waives its right or privilege to institute any action of any kind or nature whatsoever, against the Board in any other State Court, Federal Court or administrative tribunal.

14. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.

15. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

16. In performing services hereunder, Firm shall comply with all federal, state, and local laws and regulations. Firm shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Firm shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Firm to provide the type of services required hereunder.

17. Firm shall notify Board in writing of any commitments during the term of this Agreement, which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Board.

18. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

19. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

FOR THE BOARD

FOR THE FIRM

Name: Bradley S. Arnold

Name: _____

Address: 7375 Powell Road, Wildwood, FL 34785

Address: _____

Title: County Administrator

Title: _____

Date: FEB 14 2017

Date: _____

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:



By: Caroline Alrestimawi
CAROLINE ALRESTIMAWI

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

[Signature]
By: DOUG GILPIN, Chairman

Date Signed: FEB 14 2017

ATTEST:

By: Tracy M Bryan

Firm
[Signature]
By: Theodore J. Strouse

Date Signed: 2/21/17



2017
SUMTER COUNTY RFQ# 040-0-2016/RS
GEOTECHNICAL FEE SCHEDULE

1.	<i>Mobilization of crew and equipment, lump sum</i>	\$ 350.00
2.	<i>Mobilization of crew & track rig, lump sum</i>	\$ 750.00
3.	<i>Standard Penetration Test Borings:</i>	
	(a) (0-25 ft. depth)	\$ 13.50/l.f.
	(b) (26-50 ft. depth)	\$ 15.00/l.f.
	(c) (51-75 ft. depth)	\$ 16.50/l.f.
	(d) (76-100 ft. depth)	\$ 19.00/l.f.
4.	<i>Cone Penetration Tests</i>	\$ 9.50/l.f.
5.	<i>Muck probes</i>	\$ 110.00/hour
6.	<i>Install casing, as required</i>	\$ 6.00/l.f.
7.	<i>Undisturbed samples (Shelby Tube)</i>	\$ 120.00/each
8.	<i>Auger borings, 4-inch flight</i>	\$ 10.00/l.f.
9.	<i>Laboratory Testing:</i>	
	(a) Permeability test	\$ 250.00/test
	(b) Atterberg limits	\$ 75.00/set
	(c) Sieve analysis	\$ 60.00/each
	(d) Percent fines	\$ 40.00/each
	(e) Natural moisture content	\$ 12.00/each
	(f) Organic content	\$ 40.00/each
	(g) Corrosion Series Test (soil or water)	\$ 250.00/each
	(h) Dual Ring Infiltration	\$ 500.00/test
10.	<i>Groutlog boreholes, as required</i>	\$ 4.00/LF
11.	<i>Engineering analysis and report preparation:</i>	
	Principal Engineer	\$ 140.00/hour
	Registered Engineer	\$ 125.00/hour
	Staff Engineer	\$ 95.00/hour
	Sr. Lab Technician (soil classification)	\$ 55.00/hour
	Sr. Engineering Technician	\$ 55.00/hour
	Engineering Technician	\$ 50.00/hour
	Technical Draftsperson	\$ 65.00/hour
	Technical Typist	\$ 40.00/hour
	Report copies (Beyond 4 per project)	\$ 20.00/each
12.	<i>Standby of drill crew and equipment for reasons beyond our control or difficult access.</i>	\$ 145.00/hour
13.	<i>Geophysical Survey Capabilities</i>	
	(a) Ground Penetrating Radar-GPR (Ambient Technologies)	\$ 2,000.00/day
	(b) Electric Resistivity Imaging-ERI (Ambient Technologies)	\$ 3,000.00/day
14.	<i>Utility Vac Truck</i>	
	(a) Catch Basin Clean out (TNT Sewer)	\$ 1,000.00/trip



2017
SUMTER COUNTY RFQ# 040-0-2016/RS
FIELD AND LABORATORY TESTING FEE SCHEDULE

Soils and Aggregate Testing

Proctor - Standard (ASTM D-698) or Modified (ASTM D-1557)	\$ 90.00/each
Monitor site work (full time material removal, compaction)	\$ 50.00/hour
Field density testing (sand cone, drive sleeve, or nuclear) (minimum of 3 tests)	\$ 22.00/each
Florida Bearing Value (FBV)	\$ 70.00/each
Limerock Bearing Ratio (LBR)	\$ 300.00/each
Carbonate content	\$ 75.00/each
Moisture content (ASTM D-2216)	\$ 12.00/each
Organic content (ASTM D-2974)	\$ 40.00/each
Sieve analysis	\$ 60.00/each
Percent Fines (ASTM D-1140)	\$ 40.00/each
Atterberg Limits	\$ 75.00/set

Concrete Sampling and Testing

Compressive strength of concrete Including slump, air content, temperature, molding and breaking of 4"x 8" cylinders (set of 5 cylinders)	\$ 85.00/set
Compressive strength of grout cubes/prisms Including molding and breaking of 3 each cubes or prisms	\$ 85.00/set
Additional cylinders	\$ 15.00/each
Additional slump	\$ 15.00/each
Additional air content	\$ 20.00/each
Cure, cap and break cylinders made by others	\$ 20.00/each

Asphalt Sampling and Testing

Marshall Stability, Extraction & Gradation	\$ 200.00/each
Marshall Stability	\$ 125.00/each
Extraction & Gradation	\$ 160.00/each
Rolling Straightedge	\$ 200.00/trip

Coring and Testing of Cores

Mobilization of equipment	\$ 180.00/trip
Concrete coring, per inch of depth	\$ 10.00/inch
Trim, cap, and break concrete cores	\$ 25.00/core
Thickness and density of paving cores	\$ 35.00/core

Engineering Services

Principal Engineer	\$ 140.00/hour
Registered Engineer	\$ 125.00/hour
Staff Engineer	\$ 95.00/hour
Field Technician (Level I)	\$ 50.00/hour
Field Technician Time (for pick-up and standby)	\$ 50.00/hour
Field Technician (Level II)	\$ 55.00/hour
Specialty Senior Technician (Drill Shaft, Paving & Plant Inspector)	\$ 75.00/hour
Senior Lab Technician	\$ 55.00/hour
Technical Typist	\$ 40.00/hour

NOTES:

1.) The above list of services and fees represents the base services offered by CTL. Prices for services not shown will be quoted upon request. Hours over 8.0 hours per day, before 7:00 am and after 5:00 pm, weekends and holidays will be billed at the overtime rate of 1.5 times the rate shown above.

Engineering & Materials Testing

Leesburg
Reply to:

November 13, 2019

Sumter County Board of County Commissioners
7375 Powell Road
Wildwood, Florida 34785
(352) 689-4400 Phone
(352) 689-4401 Fax

Attention: Mr. Shailesh Patel
Shailesh.patel@sumtercountyfl.gov

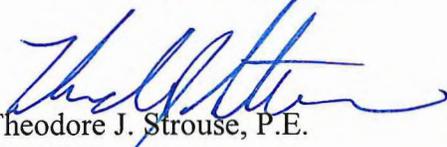
Subject: Renewal of Professional Services Agreement
RFQ 040-0-2016/ RS Sumter County Geotechnical and Materials Testing Services

Dear Mr. Patel

Central Testing Laboratory, Inc. (CTL) wishes to renew the Professional Service Agreement between Sumter County and CTL for Professional Geotechnical and Materials Testing Services. Our current agreement is due for renewal February 13, 2020. CTL is willing to renew the contract with the same terms and conditions and without an increase in unit prices. At this time there are no outstanding project orders or deliverables due. We wish to renew for an additional one year term per original agreement.

CTL appreciates the opportunity to provide these services to Sumter County and looks forward to continuing our working relationship. Should you have any questions, or if further action is required on our part, please contact me at your earliest convenience at (352) 787-1268, or tstrouse@ctfl.com.

Respectfully Submitted,
Central Testing Laboratory, Inc.


Theodore J. Strouse, P.E.
President

TJS/tmb

5400 S. Florida Avenue
Inverness, FL 34450
(352) 726-6447

130 Satellite Ct.
Leesburg, FL 34748
(352) 787-1268

Sumter County
(352) 793-3110

Marion County
(352) 622-1186



**SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS APPLICATION FOR DEVELOPMENTS
SEEKING THE REQUIRED LOCAL GOVERNMENT CONTRIBUTION TO SUPPORT A FLORIDA
HOUSING FINANCE CORPORATION (FHFC) STATE APARTMENT INCENTIVE LOAN (SAIL)**

PART 1

GENERAL INFORMATION

The application is available by calling 352-689-4400, emailing Denna.Lafferty@sumtercountyfl.gov or requesting in person at 319 East Anderson Avenue, Bushnell, FL 33513.

Application submittal can be by either mail to the address above or electronic PDF submission of the entire application and supporting documents to: Denna.Lafferty@sumtercountyfl.gov

Upon submission, all documents will become the property of Sumter County, and the right to use any or all ideas presented in any packages submitted, whether or not an award is approved, is consented.

Each application will be reviewed for feasibility and ability of the applicant to proceed with the construction of the development.

Review and selection of projects for the local government contribution award will be conducted by two Sumter County Economic Development staff. Anyone attempting to lobby selection staff may be disqualified. Final approval for the award of a local government contribution will be subject to the jurisdiction.

Sumter County is a unit of local government and, as such, reserves the right to reject any and/or all applications, reserves the right to waive any informalities or irregularities in the examination process, reserves the right to select any development, and approve an award that is in the best interest of Sumter County.

The Sumter County Board of County Commissioners is governed by Florida's public records laws, Chapter 119 and Section 255.0518 of the Florida Statutes. Applications and supporting documents are open for public inspection thirty (30) days after submittals, or when Sumter County provides notice of a decision or intended decision, whichever is earlier.

APPLICANT'S RESPONSIBILITY

Applicants are fully and completely responsible for the delivery of their application and supporting documents. Sumter County will not be responsible for any mislabeled or misdirected submissions, nor applications handled by delivery persons, couriers, or the U.S. Postal Service.

Applicants submit their request voluntarily and therefore are not entitled to compensation of any kind. No applicant will be reimbursed for any cost incurred because of preparing or submitting their application.

Each applicant shall carefully examine the applicable documents related to requirements for submittals.

The applicant must demonstrate ownership or other legal control of the parcel(s) proposed for the development project at the time of application. Acceptable documentation to demonstrate control includes a contract for purchase & sale, recorded deed and title insurance showing marketable title in the name of the applicant, or a long-term lease with the property owner.

The applicant is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the proposed development.

The applicant will be responsible for keeping the local government informed about all construction activities from the filing of the site plan through 12 months after the certificate of occupancy issuance.

RIGHT TO AUDIT RECORDS

Sumter County shall be entitled to audit the books and records of the applicant to the extent such books and records relate to a development awarded a local government contribution. The applicant shall maintain such books and records for three years from the date of completion of construction under the award unless a shorter period is otherwise authorized in writing.

Part 2

EVALUATION, AND AWARD

- The proposed development must be located in Sumter County;
- The applicant must provide evidence of ownership or other legal control of the parcel(s) proposed for the development project;
- The applicant must provide a plan for providing a minimum of 75 percent of the development's rental units set aside for families earning 50 percent or less of the area median income;
- The project site must have approved land use and zoning authorizing the use for multifamily housing development along with the commitment of infrastructure services to support the development;
- The applicant must provide documentation on their project management experience, previous performance with other local governments, compliance with FHFC financing, and percentage of successful affordable housing developments completed;
- Project cannot be less than a total of 100 rental units.

Part 3

REQUIRED DOCUMENTATION FOR APPLICATION SUBMITTAL

The following mandatory documents, in the following arrangement, must accompany each application submittal:

- Completed application, including pages 1 through 5.
- A detailed narrative of the proposed development, which includes a timeline with key dates, the anticipated timing of permits, credit underwriting, SAIL financing closing date, completion of construction, pre-leasing, stabilized occupancy, and property management. The narrative must clearly define concept, pre-development, construction, and operation for the development. The narrative must also include how the proposed development meets the selection criteria in the Notice of Funding Availability for SAIL Financing.
- Proposed project financing and budget that is in a format acceptable to FHFC, which includes a permanent loan period, detailed funding sources, and expenses.
- Letter from the appropriate local government official that the development is consistent with zoning and land development regulations. The letter must state the current, applicable Future Land Use Map Designation, and verify the site is consistent with regulations regarding density and intended use in the Local Government Comprehensive Plan.
- Proposal on how the income set-asides will be met and a self-scoring that the developer expects to receive on the SAIL application.
- Property ownership or legal control documentation.

PART 4

APPLICATION

FHFC SAIL RFA Number: _____

Requested Amount of Local Government Contribution: _____ (max. \$10,000)

Applicant Name: _____ *(Must be a legally formed entity who is qualified to do business in the State of Florida at the time of application submission)*

DUNS Number: _____

EIN: _____

If partnership or corporation, list the General Partners or Executive Officer:

Name of Contact Person for Application Submittal: _____

Address: _____

Telephone: _____

Email Address: _____

Name of Development: _____

Complete address and project location: _____

(If the property does not have an address, provide the parcel number(s) and map showing site location)

Total Development Cost: _____

Total Number of Units: _____ 1BR _____ 2BR _____ 3BR _____ 4BR _____

Proposed Rents 1BR _____ 2BR _____ 3BR _____ 4BR _____

Development Construction Type: _____

Development Demographics: _____

Percent of Low Income _____ Mixed-Income _____ Set-aside % _____

Population to be served: _____

Current Zoning: _____

Does the development have mixed uses (Y or N): _____

Utility (electric, water, sewer, natural gas) Provider: _____

General Contractor: _____

Project Management and Construction Experience: _____

Previous performance and compliance with FHFC financing and local governments: _____

Number and percentage of successful developments completed:

CERTIFICATION

The undersigned Applicant certifies that the information in this application is true and accurate. The person executing this document represents that he or she has the authority to bind the applicant and all individuals and entities named herein to this warranty of truthfulness and completeness of the application.

The applicant further acknowledges having read all applicable documents related to the application and understand all requirements for applying.

The applicant acknowledges that applying does not constitute a commitment of award from the local government. Applicants must successfully obtain all necessary approvals for credit underwriting by FHFC and provide an award letter of SAIL financing before the issuance of a local contribution award can be made, providing the jurisdiction selects that project as an award recipient.

Applicant Signature Date

Signature of Witness

Name and Title (printed)

Name (printed)

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Amendment #1 to the Agreement with Smith and Smith Realty, Inc. for RFP 048-0-2019/RS Sumter County Real Estate Broker Services (Staff Recommends Approval).

REQUESTED ACTION: **Staff Recommends Approval**

Meeting Type: Regular Meeting **DATE OF MEETING:** 1/28/2020

CONTRACT: N/A Vendor/Entity: Smith and Smith Realty, Inc.
Effective Date: 12/10/2019 Termination Date: 12/9/2021
Managing Division / Dept: **Purchasing**

BUDGET IMPACT: Varies depending on number of real estate transactions.

FUNDING SOURCE: General Fund
Type: Annual **EXPENDITURE ACCOUNT:** 001-412-519-3100

HISTORY/FACTS/ISSUES:

On December 10, 2019, the BOCC entered into an Agreement with Smith and Smith Realty, Inc. for RFP 048-0-2019/RS Sumter County Real Estate Broker Services.

Attached is Amendment #1 to the Sumter County Real Estate Broker Services Agreement that provides a more comprehensive fee schedule for compensation earned by the Broker for their services. Also attached is the original agreement, which is valid through 12/9/2021 with two additional one-year renewal options.

Prepared by: **Becky Segrest** **Grammarly Check**

Amendment #1
Sumter County Real Estate Broker Services Agreement

This agreement extension is made and entered into this 28th day of January 2020, between the Board of County Commissioners of Sumter County Florida, 7375 Powell Road, Wildwood, Florida 34785 (County) and Smith and Smith Realty, Inc. 1102 North Main Street, Suite F, Wildwood, Florida 34785 (Vendor).

WHEREAS, the parties executed an original agreement dated December 10, 2019 for RFP 048-0-2019/RS Sumter County Real Estate Broker Services;

WHEREAS, the County wishes to provide a more comprehensive fee schedule for the compensation earned by the Broker for their services. All other terms and conditions will remain the same.

NOW, THEREFORE, the parties agree as follows:

1. That the certain agreement between the parties originally dated December 10, 2019 is hereby amended to add a compensation of 6% commission due from Seller to Broker if the listing price is \$200,000 or greater and an 8% compensation if the list price is less than \$200,000 with a minimum commission of \$1,000.
2. Firm shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
3. **IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRMS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Administrative.Services@sumtercountyfl.gov.**
4. Except as expressly modified by this Amendment #1, all other terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

THIS AGREEMENT is executed the day and year first written above.

Attest: Deputy Clerk

BOARD OF COUNTY COMMISSIONERS,
SUMTER COUNTY, FLORIDA

By:
Chairman

Date Signed: _____

Date Signed: _____

Witness:

SMITH AND SMITH REALTY, INC.
By:

Date Signed:

Date Signed:

Smith & Smith REALTY

January 8, 2020

Dear Sumter County, BOCC,

Re: Vendor Fee Schedule

The compensation earned by Broker and due from Seller to Broker shall be 6% if the listing price is \$200,000 or greater. And 8% if the list price is less than \$200,000: the minimum commission is \$1,000 per transaction.

Thank you for your business. Let me know if you need anything else.
Thank you,

Danny Smith
Smith & Smith Realty
352-461-1186

Billie Faye Smith
billiefaye@smithsmithrealty.com
352-461-1154

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Resolution to Small County Outreach Program (SCOP) Agreement for Improvements on C-478 from US 301 to SR 471

REQUESTED ACTION: Staff Recommends Approval

Meeting Type: Regular Meeting **DATE OF MEETING:** 1/28/2020

CONTRACT: N/A Vendor/Entity: FDOT
Effective Date: 1/28/2020 Termination Date:
Managing Division / Dept: **Engineering / Public Works**

BUDGET IMPACT: Award amount: \$3,291,410.00 Total Project Cost: \$4,524,700.00

FUNDING SOURCE: SCOP Funding through FDOT & Secondary Trust – County Funds

Type: Capital **EXPENDITURE ACCOUNT:** 106-340-541-6345

HISTORY/FACTS/ISSUES:

The requested action is to approve a resolution authorizing the County Administrator to execute the agreement with the Florida Department of Transportation to provide Sumter County with SCOP funds to be used to fund a roadway improvement project. The project will provide for pavement rehabilitation improvements for an approximate 4.92 mile stretch of C- 478 from US 301 to SR 471.

This project involves milling and resurfacing, widening, and depth reconstruction. Additional roadway improvements include constructing asphalt roadway and driveway turnouts, constructing 2 foot paved shoulders, and signing and pavement markings. Site prep work includes clearing and grubbing, excavation and embankment, and erosion control. Coordination with CSX is on-going and will be required during construction.

Prepared by: Tithonas Davis **Grammarly Check**

RESOLUTION NO 2020-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA, APPROVING THE LOCAL AGENCY PROGRAM AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE C-478 WIDENING FROM US 301 TO WEST OF SR 471, FPN 434403-1-54-01; AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE SAID AGREEMENT.

WHEREAS, the State of Florida Department of Transportation and Sumter County desire to facilitate the C-478 Widening From US 301 to West of SR 471, FPN 434403-1-54-01 and,

WHEREAS, the State of Florida Department of Transportation has requested Sumter County to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 434403-1-54-01,

NOW, THEREFORE, BE IT RESOLVED by the Board of Sumter Commissioners that Bradley Arnold, County Administrator is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 434403-1-54-01.

PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, this 28th day of January, 2020.

ATTEST:

Caroline AlRestimawi,
Deputy Clerk

Steve Printz
Chairman

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
07/19

FPN: <u>434403-1-54-01</u>	Fund: <u>GRSC/ SCED/ SCOP/ SCWR</u>	FLAIR Category: <u>085576</u>
	Org Code: <u>55054010508</u>	FLAIR Obj: <u>751000</u>
FPN: <u>434403-1-54-01</u>	Fund: <u>LF</u>	FLAIR Category: <u>N/A</u>
	Org Code: <u>N/A</u>	FLAIR Obj: <u>N/A</u>
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
County No: <u>18</u>	Contract No: _____	Vendor No: <u>F596000865060</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and Sumter County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "E"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Construction and CEI Services for Milling and Resurfacing, Widening, and Depth Reconstruction of County Road 478 between the Intersections of US 301 and State Road 471, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before June 30, 2021. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$4,524,700.00 (Four Million Five Hundred Twenty Four Thousand Seven Hundred Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$3,291,410.00 (Three Million Two Hundred Ninety One Thousand Four Hundred Ten Dollars and No/100) and, additionally the Department's participation in the Project shall not exceed 75% of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Attachment F – Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
- If this box is selected, advance payment is authorized for this Agreement and Exhibit "G", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of

the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department

which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of

commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be

performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "F", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "D"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights

granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.”

- d. The Recipient shall provide Workers’ Compensation Insurance in accordance with Florida’s Workers’ Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers’ Compensation Insurance for their employees in accordance with Florida’s Workers’ Compensation law. If using “leased employees” or employees obtained through professional employer organizations (“PEO’s”), ensure that such employees are covered by Workers’ Compensation insurance through the PEO’s or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida’s Workers’ Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an “occurrence” basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department’s approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, and E, and Attachment F** are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
07/19

- c. A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit F, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- d. The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement: _____

e. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

*Exhibit C: Engineer's Certification of Compliance

Exhibit D: State Financial Assistance (Florida Single Audit Act)

Exhibit E: Recipient Resolution

*Exhibit F: Terms and Conditions of Construction in Department Right-of-Way

*Exhibit G: Alternative Pay Method

Attachment F – Contract Payment Requirements

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
07/19

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT SUMTER COUNTY

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Loreen C. Bobo, P.E.

Title: _____

Title: Director of Transportation Development

Legal Review:

By: _____

Name: _____

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 434403-1-54-01

This exhibit forms an integral part of the State-Funded Grant Agreement between the State of Florida, Department of Transportation and

Sumter County (the Recipient)

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See project description below.

PROJECT DESCRIPTION:

This project involves milling and resurfacing, widening, and depth reconstruction of County Road 478 between the intersections of US 301 and State Road 471 for a total length of approximately 4.92 miles. The actual improvement total length is approximately 4.73 miles due to an omission of 985 feet from rehabilitation. Full depth reconstruction will be required for approximately 290 feet of the total length. Additional roadway improvements include constructing asphalt roadway and driveway turnouts, constructing 2 foot paved shoulders, and signing and pavement markings. Site prep work includes clearing and grubbing, excavation and embankment, and erosion control.

The Recipient shall adhere to all federal, state, and local environmental regulations. The Recipient shall adhere to all current ADA standards. The Recipient shall construct the project within the limits of the existing right of way, or easements. Coordination with CSX will be required during construction. The Recipient will locally fund any cost in excess of what is programmed for reimbursement.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient may use in-house forces for CEI services at the Recipient's own expense.

Invoices, progress reports and other supporting documentation shall be submitted no more than monthly and no less than quarterly via email to D5-LocalPrograms@dot.state.fl.us.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Construction contract to be let (Bid Opening) by: March 27, 2020
- b) Construction Durations: 300 days
- c) Construction to be completed (Final Acceptance): February 22, 2021

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

SPECIAL CONSIDERATIONS BY DEPARTMENT:

In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible to provide the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

Invoices will be reimbursed at the rate of 75% (seventy five percent) of the total eligible costs incurred. If the Recipient meets the required match for the SCOP funding before the funding is totally expended, the remaining invoices will be reimbursed at 100% (one hundred percent) up to the maximum amount of SCOP funding.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT
EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: <u>Sumter County Board of County Commissioners</u> <u>Public Works Division</u> <u>319 East Anderson Avenue</u> <u>Bushnell, Florida 33513</u>	FINANCIAL PROJECT NUMBER: <u>434403-1-54-01</u>
---	---

I. PHASE OF WORK by Fiscal Year:	FY 2019/2020	FY	FY	TOTAL
Design- Phase 34	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Right of Way- Phase 44	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$ 0.00	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Construction/CEI - Phase 54	\$ 4,524,700.00	\$ 0.00	\$ 0.00	\$4,524,700.00
Maximum Department Participation - (<u>SCOP</u>)	75% or \$ 3,291,410.00	0% or \$ 0.00	0% or \$ 0.00	0% or \$ 3,291,410.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	25% or \$ 1,233,290.00	0% or \$ 0.00	0% or \$ 0.00	0% or \$ 1,233,290.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$ 1,233,290.00	\$ 0.00	\$ 0.00	\$ 1,233,290.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT
EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

Insert Phase and Number (if applicable)	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - <u>(Insert Program Name)</u>	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - <u>(Insert Program Name)</u>	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
II. TOTAL PROJECT COST:	\$4,524,700.00	\$0.00	\$0.00	\$4,524,700.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Amir Asgarinik
District Grant Manager Name

Signature Date

EXHIBIT "C"

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and SUMTER COUNTY

PROJECT DESCRIPTION: Construction and CEI Services for Milling and Resurfacing, Widening, and Depth Reconstruction of County Road 478 between the Intersections of US 301 and State Road 471.

FPID#: 434403-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

SEAL: By: _____, _____ P.E.
Name: _____
Date: _____

EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

- State Project Title and CSFA Number:**
- County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Small County Outreach Program (SCOP), (CSFA 55.009)
 - Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Program Name, Insert CSFA Number

***Award Amount:** \$3,291,410.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

EXHIBIT "E"

RECIPIENT RESOLUTION

The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT "F"

**TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT
RIGHT OF WAY**

1. Construction on the Department's Right of Way. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Department Plans Preparation Manual ("PPM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.

c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does

EXHIBIT "F"

**TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT
RIGHT OF WAY**

not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

- g.** The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- h.** The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.
- i.** The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- j.** If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
- k.** The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- l.** The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- m.** The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- n.** If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its

EXHIBIT "F"

**TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT
RIGHT OF WAY**

discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient 's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

- o.** The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- p.** Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- q.** During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- r.** Restricted hours of operation will be from N/A, (N/A), unless otherwise approved by the Operations Engineer, or designee.
- s.** Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

ATTACHMENT 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://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf



RESOLUTION 2020-___

A RESOLUTION OF THE SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS REAFFIRMING THE OATH TO UPHOLD THE UNITED STATES CONSTITUTION'S SECOND AMENDMENT

WHEREAS, the Constitution of the United States is the supreme law of our nation; and

WHEREAS, the Second Amendment to the Constitution states, "A well regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed."; and

WHEREAS, the Commissioners of Sumter County in taking their oaths of office, each swore to uphold the Constitution of the United States and the Constitution of the State of Florida; and

WHEREAS, the Commissioners acting collectively as the Board of Sumter County Commissioners supports the rights of individuals including their right to keep and bear Arms; and

NOW, THEREFORE, BE IT RESOLVED that the Sumter County Board of County Commissioners determines that:

Section 1. The above recitals are true and correct and incorporated in this Resolution.

Section 2. The Sumter County Board of County Commissioners hereby declares Sumter County a protector of the rights of its citizens guaranteed by the Constitution of the United States of America.

Section 3. A copy of this Resolution shall be spread upon the Minutes of this meeting.

Section 4. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of Sumter County, Florida, this ___ day of _____, 2020.

ATTEST: Gloria Hayward, Clerk of Court

**BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA**

By: _____

Caroline AlRestimawi, Deputy Clerk

By: _____

Steve Printz, Chairman

4.020 HIRING

- a. When a position becomes vacant, and prior to any posting and/or advertisement of the vacancy, the Department Head shall review the position, its job description, and the need for such a position.
- b. All job descriptions and job description revisions will be reviewed by Employee Services and approved by the County Administrator. All job descriptions will be reviewed annually at a minimum.
- c. If the vacant position is to be filled, it will be posted a minimum of five (5) workdays in a conspicuous place ~~within the department and~~ at the County Government Offices. Job openings are also posted on the Board's website, distributed to the Board departments, faxed to surrounding counties, and other recruitment sources as applicable. Reclassifications are not considered vacant positions.
- d. Applicants for positions which, according to the job description, require certification, licensure, a valid Florida State driver's license with special endorsements, etc. must file proof of holding the certification, license, etc. Applicants for positions that require the employee to operate a motor vehicle must be at least eighteen (18) years of age. Driving records of applicants and employees will be checked. Applicants with poor driving records, as determined by Employee Services and the Board's insurer, may be disqualified for employment with the Board in driving positions.
- e. Employee selection:

Only those applicants meeting the minimum requirements of the job description of an open position will be considered for the interview process. A list of the most qualified applicants will be identified to receive an interview.

In the event the top two applicants have equal qualifications, preference may be given to the applicant that is currently employed with the Board of County Commissioners.

A review committee will be formed to recommend applicants as follows:

1. Division Manager or Department Head: A review committee composed of an Employee Services representative, the County Administrator, and his assignees will be formed ~~for the purpose of selecting to recommend~~ candidates to fill an existing vacancy. The employment of Department Heads will be made with confirmation of the Board.
2. Employee: The Department Head will designate a review committee, including an Employee Services representative, ~~for the purpose of selecting to recommend~~ candidates to fill an existing vacancy. The recommendation, as ~~approved~~ supported by the Department Head, will be

forwarded, in writing, to Employee Services for verification and then to the County Administrator who will either approve or disapprove the selection.

3. The County Administrator is the only individual within the Board with ~~the~~ authority to approve or disapprove the applicant selection.
- f. Pre-employment examinations to test the qualifications and ability of applicants, as determined necessary by the County Administrator, may be administered. The Board may contract with any competent agency or individual to prepare and/or administer examinations.

After a conditional offer of employment has been made and prior to the commencement of employment, persons selected for employment may be required to ~~successfully pass a medical examination~~ pass a medical examination, driver's license check, criminal background check, and/or a test for alcohol and/or controlled substances. The purpose of the medical examination is to determine if the individual is physically able to perform the essential functions of the job with or without reasonable accommodation and to ensure his physical condition will not endanger the health, safety, or well-being of other employees or the public.

- g. An applicant who has been given a conditional offer of employment may be disqualified from consideration if:
1. Found physically unable to perform the essential functions of the position, (and the individual's condition cannot reasonably be accommodated); or
 2. The applicant refuses to submit to a medical examination, alcohol or controlled substance test, or complete medical history forms after receiving a conditional job offer; or
 3. If the exam reveals the use of alcohol and/or controlled substances; or
 4. The applicant's criminal background check is unacceptable; or
 5. The applicant's driving record proves unacceptable to Employee Services or the Board's Insurer; or
 6. Any misrepresentation, falsification, incomplete information, or the omission of facts on the employment application.
- h. Employee Services will be responsible for notifying all applicants who specifically applied for the vacancy of their status. Employee Services will contact the successful applicant regarding the effective employment date and orientation appointment.

8.130 DRUG-FREE WORKPLACE

- a. The manufacturing, distribution, dispensation, possession, and use of unlawful drugs or alcohol on Board premises or during work hours by Board employees are strictly prohibited.
- b. Employees must notify the Board immediately of any conviction for a drug violation.
- c. Violation of this policy will result in disciplinary action, which may include termination.
- d. Refusal to submit to testing will result in termination.
- e. Employees who are required to maintain a Commercial Driver's License (CDL), or are employed in a Safety Sensitive Position as determined by Florida Statutes §440.102, are subject to pre-employment, post-accident, reasonable suspicion, random, and return to duty drug testing as required by adopted Department or Board policy.
- f. The Board may discipline or terminate an employee possessing, consuming, controlling, selling, using, or under the influence of alcohol, drugs, or other controlled substances during work hours. The Board reserves the right to search all County property based upon reasonable suspicion of drug-related evidence. Lockers, desks, offices, and the like are not private property and are subject to search. The Board may also discipline or terminate an employee who exhibits an on-going dependence on alcohol, drugs, or other controlled substances which, in the Board's opinion, impairs the employee's work performance, poses a threat to the public confidence or is a safety risk to the employee, the County, or others.
- g. Employees, who voluntarily report alcohol, drug, or controlled substance dependency problem before being caught in violation of this policy or before being requested to submit to a test, will not be considered in violation of this policy. Employees who voluntarily seek treatment may use PTO to attend a bona fide treatment or counseling program. The Board may condition continued employment on the employee's successful completion of treatment or counseling programs and future avoidance of alcohol, drugs, or other controlled substances. Follow up testing will be required.
- h. An employee may be required to submit to alcohol, drug, or controlled substance testing when the employee's work performance causes a reasonable suspicion that the employee is impaired due to current intoxication, drug, or controlled substance use or in cases where employment has been conditioned upon

remaining alcohol, drug, or controlled substance-free following treatment. Refusal to submit to testing will result in termination.

- i. Employees using any prescription or over the counter drugs, which might impair their work performance should notify their ~~Division Manager~~Supervisor, Division Manager, and Employee Services. At the option of the Division Manager, an employee may be reassigned to less hazardous duty or be placed on PTO if impaired work performance might pose a threat to the public confidence or the safety of the employee or others.
- j. Drug policies adopted and approved by the Board, per individual divisions, will supersede this policy.

SECTION 10 - SAFETY POLICY

10.010 SAFETY POLICY

The Board considers no phase of operations or administration as being of greater importance than accident prevention. It is the policy of the Board to provide and maintain safe methods and work practices at all times.

- a. Job safety is the responsibility of each employee. Job safety requires applying common sense to a situation. Use good common sense and stay alert on the job at all times.
- b. All injuries, no matter how slight, must be reported to your supervisor immediately.
- c. Submitting false or fraudulent information when reporting an injury is a felony crime and will result in dismissal and denial of medical wage loss benefits.
- d. Employees under the influence of drugs or alcohol on the job will be subject to immediate discharge. Employees taking medication (prescribed or over-the-counter) that might impair job performance shall advise their supervisor, Division Manager, and Employee Services prior to the start of the shift.
- e. Report any unsafe condition to your supervisor immediately, regardless of whether the unsafe condition directly affects you.
- f. If at any time you are not sure of how to perform the job you have been asked to do: **STOP AND CHECK WITH YOUR SUPERVISOR.** This is for your safety and the safety of your fellow workers.
- g. Do not start or operate any equipment without proper authority and safety instruction. Never operate a piece of equipment when guards or other safety devices are not in place.
- h. Do not attempt to repair or tamper with equipment that is not working properly. Report the condition to your supervisor immediately.
- i. Any employee who is furnished safety equipment will be required to use such equipment while doing the work for which the equipment was furnished.
- j. Good housekeeping practices should be followed at all times. Housekeeping includes clean tools, dry floors, neat work areas, and properly arranged materials.
- k. Use the correct method of lifting objects. Lift with your legs, not your back. If a load is too heavy or awkward, ask for assistance.
- l. All electrical power tools and cords must have an operational third wire positive ground. Electrical tools and cords without positive grounding should not be used. Double insulated tools must be so marked.
- m. Do not use flammable liquids, toxic materials, chemicals, or acids, unless authorized and instructed in the proper procedure.
- n. Do not smoke in areas that are not specifically designated as smoking areas.

- o. All employees who drive or are passengers while on Board business must wear their seat belts at all times.
- p. Obey all safety and warning signs at all times.

All Board employees are expected to devote serious attention to making safety an integral part of their daily work activities. Safety shall be a constant concern for everyone.

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Amend the 2019/2020 Classification and Compensation Schedule to reflect the reorganization of the Office of Management and Budget Division to reclassify a Budget Analyst position (pay range 26) to a Budget Technician position pay range 24) effective January 28, 2020 (Staff Recommends Approval)

REQUESTED ACTION: Staff Recommends Approval

Meeting Type: Regular Meeting

DATE OF MEETING: 1/28/2020

CONTRACT: N/A

Vendor/Entity: _____

Effective Date 01/28/2020

Termination Date: N/A

Managing Division / Dept: **Employee Services**

BUDGET IMPACT: None

FUNDING SOURCE: _____

Type: N/A

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

A review of the BOCC's organizational structure of the Office of Management and Budget Division was conducted by the Assistant Budget Officer as the Division Director. As a result of this review, it was determined that a Budget Analyst positions (pay range 26) needed to be reclassified to a Budget Technician position (pay range 24).

This reorganization will provide for appropriate staffing to meet the differentiation of job duties and address the competitive marketplace in our region for these positions.

This amendment does not change the total employee count for FY 2019/2020 of 216 employees.

Staff recommends approval.

Prepared by: Kitty L. Fields

Grammarly Check

2019-2020 CLASSIFICATION AND AUTHORIZED POSITION SCHEDULE

Department	Dept. Staffing	Position Title	Pay Range	Authorized Positions
Assistant County Administrator Department				
<i>Animal Services and Mosquito Control Division</i>				
	20	Mosquito Control Technician	17	5
		Animal Control Officer	19	11
		Mosquito Control Operations Supervisor	26	1
		Animal Control Supervisor	26	2
		*Animal Services Manager	27	1
<i>Compliance and Quality Assurance Division</i>				
	4	Quality Assurance Technician	23	3
		*Compliance and Quality Assurance Manager	26	1
<i>Emergency Management Division</i>				
	3	Emergency Management Technician	23	2
		*Emergency Management Director	32	1
<i>Fire and EMS</i>				
	95	Firefighter	12	60
		Firefighter - PT	12	2
		Lieutenant	21	24
		*Battalion Chief	30	7
		*Deputy Chief - Operations	31	1
		*Chief	34	1
<i>Fleet Services Division</i>				
	4	Senior Mechanic	22	3
		*Fleet Manager	25	1
County Administrator Department				
<i>County Administrator</i>				
	2	*Assistant County Administrator	40	1
		*County Administrator/Budget Officer/Purchasing Agent	45	1
<i>Administrative Services Division</i>				
	9	Veterans Counselor	18	1
		Records and Information Specialist	19	5
		Veterans Service Officer	25	1
		Veterans Service Office Manager	26	1
		*Administrative Services Manager	32	1
<i>Economic Development Division</i>				
	4	Housing Coordinator	23	1
		Economic Development Specialist	23	1
		Economic Development Specialist - PT	23	1
		*Economic Development Director	29	1
<i>Employee Services Division</i>				
	4	Employee Services Specialist	23	3
		*Employee Services Manager	36	1
<i>Office of Management and Budget Division</i>				
	7	Budget Technician	24	4
		Budget Analyst	26	2
		*Assistant County Budget Officer	36	1
<i>Purchasing Division</i>				
	11	Maintenance Worker	10	1
		Inventory Technician	18	2
		Traffic Engineering Technician	18	1
		Purchasing Technician	23	6
		*Assistant Purchasing Agent	29	1
Development Services Department				
<i>Building Services Division</i>				
	8	Development Technician	19	6
		*Chief Fire Inspector	26	1
		*Building Official	29	1
<i>Planning Services Division</i>				
	3	Planner	25	2
		*Development Services Director	36	1

Public Works Department

<i>Construction Division</i>	3	Construction and Traffic Inspector	25	2
		*Asst. PW Director - Construction	36	1
<i>Facilities and Parks</i>	11	Maintenance Technician	19	9
		*Facilities and Parks Manager	27	1
		*Asst. PW Director - Facilities and Parks	33	1
<i>Operations Division</i>	25	Equipment Operator	18	12
		Traffic Engineering Technician	18	5
		Senior Equipment Operator	19	2
		Field Supervisor	24	3
		*Road & Bridge Superintendent	27	1
		*Asst. PW Director - Operations	33	1
		*Public Works Director	39	1
<i>Design Division</i>	3	Engineer	25	2
		*Asst. PW Director -Planning and Design	36	1

Total BOCC Staffing 216

Full-time: 213

Part-time: 3

* Indicates Fair Labor Standards Act Exempt Positions.

Revised 01/28/2020

**SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Approve and Authorize Chairman to Execute the Amended Fire Totals 2019 and the Tax Collector's Recapitulation of the Tax Roll (Staff Recommends Approval).

REQUESTED ACTION: Staff Recommends Approval

Meeting Type: Regular Meeting **DATE OF MEETING:** 1/28/2020

CONTRACT: N/A Vendor/Entity: _____
Effective Date: Termination Date: _____
Managing Division / Dept: Office of Management & Budget

BUDGET IMPACT: None

FUNDING SOURCE: N/A
EXPENDITURE ACCOUNT: N/A
Type: N/A

HISTORY/FACTS/ISSUES:

Each year the Office of Management and Budget provides a parcel count to the Tax Collector's Office for each of the Fire Municipal Service Benefit Units. The parcel count for the Sumter County Municipal Services Benefit Unit requires an amendment to reduce the number of parcels by 16 to 19,289. The reason is that these parcels were combined by the Property Appraiser into another parcel that already had a fire assessment.

Staff recommends the approval and execution of the Amended Fire Totals 2019 and the Recapitulations of the Sumter County Municipal Services Benefit Unit (F044) and The Villages Fire District Municipal Services Benefit Unit (F045).

Prepared by: David Meng **Grammarly Check**



RANDY MASK
Sumter County Tax Collector

www.sumtertaxcollector.com

January 16, 2020

Board of Sumter County Commissioners
7375 Powell Rd
Wildwood, FL 34785

Dear Commissioner Printz:

Enclosed for your review are the following 2019 Tax Year recapitulation documents;

- Final Fire Assessment Roll, dated 08/08/2019
- Amended Fire Totals
- Tax Collector Recapitulation Report

The enclosed document named Amended Fire Totals 2019 reflects the correct totals for each fire district. If you agree with the enclosed reports, please sign the amended certification.

If you need further information, please do not hesitate to contact me.

Sincerely,

Rachel Baggett

Tax Department Coordinator
Randy Mask, Sumter County Tax Collector
rbaggett@sumtertaxcollector.com
352-569-6748

Enclosures

Wildwood Office

7375 Powell Road, Suite 135
Wildwood, FL 34785
Office: (352) 689-4540
Fax: (352) 689-4541

Bushnell Office

220 E. McCollum Avenue
Bushnell, FL 33513
Office: (352) 569-6740
Fax: (352) 569-6741

The Villages Office

8033 E C-466, Suite B
The Villages, FL 32162
Office: (352) 689-4645
Fax: (352) 689-4646

Amended Fire Totals 2019

Tax Year

2019	F-044 County Certified Total Parcel Count 19,305	F-044 County Amended Total Parcel Count 19,289
------	--	--

Approval Signature: _____

Time	Account	Tax Year	Reason	Code	Amount
10/10/2019 11:18	G07-111-H808	2019	not found for non-advalorem	44	\$124.00.
10/10/2019 11:18	G07-111-H816	2019	not found for non-advalorem	44	\$124.00.
10/10/2019 11:18	G07-111-H822	2019	not found for non-advalorem	44	\$124.00.
10/10/2019 11:18	G07-111-H828	2019	not found for non-advalorem	44	\$124.00.
10/10/2019 11:18	G07-111-M804	2019	not found for non-advalorem	44	\$124.00.
10/10/2019 11:18	G07-111-M808	2019	not found for non-advalorem	44	\$124.00.
10/10/2019 11:18	G07-111-M820	2019	not found for non-advalorem	44	\$124.00.
10/10/2019 11:18	G07-111-M825	2019	not found for non-advalorem	44	\$124.00.
10/10/2019 11:18	G07-111-M829	2019	not found for non-advalorem	44	\$124.00.
10/10/2019 11:18	G07-111-M830	2019	not found for non-advalorem	44	\$124.00.
10/10/2019 11:18	G07-111-O803	2019	not found for non-advalorem	44	\$124.00.
10/10/2019 11:18	G07-111-O804	2019	not found for non-advalorem	44	\$124.00.
10/10/2019 11:18	G07-111-O808	2019	not found for non-advalorem	44	\$124.00.
10/10/2019 11:18	G07-111-O827	2019	not found for non-advalorem	44	\$124.00.
10/10/2019 11:18	G07-111-O829	2019	not found for non-advalorem	44	\$124.00.
10/10/2019 11:18	G07-111-O831	2019	not found for non-advalorem	44	\$124.00.

Tax Collector's Recapitulation of the Tax Roll For SUMTER CO MUNICIPAL SERVICES (044), Sumter County

Every space must be filled in.
Where there are spaces that
are not applicable, write "None."

COUNTY AND SPECIAL DISTRICT AD VALOREM TAXES			ALL MUNICIPAL AD VALOREM TAXES			TOTAL AD VALOREM TAXES
Real Property	Personal Property	Centrally Assessed Property	Real Property	Personal Property	Centrally Assessed Property	Real, Personal, and Centrally Assessed Property
(1)	(2)	(3)	(4)	(5)	(6)	(7)

DEBITS

1. Taxes Levied as Certified to Department of Revenue by Property Appraiser	2,391,836.00	none	none	none	none	none	2,391,836.00
2. Plus Additions to the Roll.	none	none	none	none	none	none	none
3. Less Subtractions from the Roll Including Rounding Error	none	none	none	none	none	none	none
4. Interest Collected on Current Roll	none	none	none	none	none	none	none
5. Total Taxes Levied on <u>2019</u> Tax Roll	2,391,836.00	none	none	none	none	none	2,391,836.00

CREDITS

6. Total Monies Collected (Including Individual Tax Sale Certificates)	none	none	none	none	none	none	none
7. Discounts Allowed	none	none	none	none	none	none	none
8. Total Cash Credits on Collections (6 + 7)	none	none	none	none	none	none	none
9. Warrants Pending	none	none	none	none	none	none	none
10. County Tax Sale Certificates	none	none	none	none	none	none	none
11. Errors and Insolvencies (under minimum)	868.00	none	none	none	none	none	868.00
12. Uncollected Taxes Due to Pending Litigation	2,852.00	none	none	none	none	none	2,852.00
13. Other Unpays	2,388,116.00	none	none	none	none	none	2,388,116.00
14. Over (-) or Under (+) Collected	none	none	none	none	none	none	none
15. Total Credits (Lines 5 and 15 Should balance)	2,391,836.00	none	none	none	none	none	2,391,836.00

I certify that the information contained herein is accurate and correct to the best of my
knowledge and belief.

Tax Collector's Recapitulation of the Tax Roll For VILLAGES FIRE DISTRICT (045), Sumter County

Every space must be filled in.
Where there are spaces that
are not applicable, write "None."

COUNTY AND SPECIAL DISTRICT AD VALOREM TAXES			ALL MUNICIPAL AD VALOREM TAXES			TOTAL AD VALOREM TAXES
Real Property	Personal Property	Centrally Assessed Property	Real Property	Personal Property	Centrally Assessed Property	Real, Personal, and Centrally Assessed Property
(1)	(2)	(3)	(4)	(5)	(6)	(7)

DEBITS

1. Taxes Levied as Certified to Department of Revenue by Property Appraiser	6,103,156.00	none	none	none	none	none	6,103,156.00
2. Plus Additions to the Roll.	none	none	none	none	none	none	none
3. Less Subtractions from the Roll Including Rounding Error	none	none	none	none	none	none	none
4. Interest Collected on Current Roll	none	none	none	none	none	none	none
5. Total Taxes Levied on <u>2019</u> Tax Roll	6,103,156.00	none	none	none	none	none	6,103,156.00

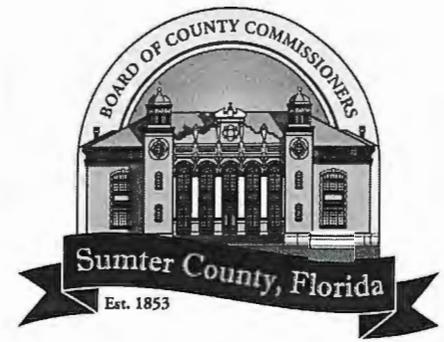
CREDITS

6. Total Monies Collected (Including Individual Tax Sale Certificates)	none	none	none	none	none	none	none
7. Discounts Allowed	none	none	none	none	none	none	none
8. Total Cash Credits on Collections (6 + 7)	none	none	none	none	none	none	none
9. Warrants Pending	none	none	none	none	none	none	none
10. County Tax Sale Certificates	none	none	none	none	none	none	none
11. Errors and Insolvencies (under minimum)	none	none	none	none	none	none	none
12. Uncollected Taxes Due to Pending Litigation	1,364.00	none	none	none	none	none	1,364.00
13. Other Unpays	6,101,792.00	none	none	none	none	none	6,101,792.00
14. Over (-) or Under (+) Collected	none	none	none	none	none	none	none
15. Total Credits (Lines 5 and 15 Should balance)	6,103,156.00	none	none	none	none	none	6,103,156.00

I certify that the information contained herein is accurate and correct to the best of my
knowledge and belief.

Board of County Commissioners Sumter County, Florida

7375 Powell Road • Wildwood, FL 34785 • Phone (352) 689-4400 • FAX: (352) 689-4401
Website: <http://sumtercountyfl.gov>



Memo

To: Rachel Baggett, Sumter County Tax Collector's Office
From: David Meng, OMB Budget Analyst
Date: 8/8/19
RE: Fire Assessment Roll – Tax Year 2019

Count per Approved Assessment Roll from the Sumter County Board of County Commissioners on July 23, 2019.

Provided herein are the parcel counts for the two Fire MSBU Districts, Sumter County Fire MSBU District (F044) and The Villages Fire MSBU District (F045). The County no longer has a separate Oxville District that has been combined into the Sumter County District. Attached with this memo are the approved Resolutions for each fire district including the Form of Certificate to Non-Ad Valorem Assessment Roll.

Parcel counts are as follows:

F044 – 19,305

F045 – 49,219

If you have any questions, please call me at Extension 4440 or email me at david.meng@sumtercountyfl.gov

Al Butler, Dist 1
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Don Burgess, Dist 3
Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Steve Printz, Dist 5
Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Doug Gilpin, Dist 2
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Garry Breeden, Dist 4
Second Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Bradley S. Arnold,
County Administrator
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Gloria R. Hayward, Clerk & Auditor
(352) 569-6600
215 East McCollum Avenue
Bushnell, FL 33513

County Attorney
The Hogan Law Firm
Post Office Box 485
Brooksville, Florida 34605

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Approval of Release of Lien for Bruno Kuhlmann (Staff recommends approval)

REQUESTED ACTION: Staff recommends approval

Meeting Type: Regular Meeting **DATE OF MEETING:** 1/28/2020

CONTRACT: N/A Vendor/Entity: _____
Effective Date: Termination Date: _____
Managing Division / Dept: **Building & Code / Development Services**

BUDGET IMPACT: _____
FUNDING SOURCE: _____

Type: N/A **EXPENDITURE ACCOUNT:** _____

HISTORY/FACTS/ISSUES:

A code enforcement lien was filed against this property on October 31, 2019, in which the property owner at the time was Bruno Kuhlmann. The property was found in compliance on January 9, 2020. Costs in the amount of \$517.62 were paid. Since costs were paid, a Release of Lien is being requested.

Owner Name – Bruno Kuhlmann
Property Addresses – 8366 CR 109, Lady Lake, FL 32159
Parcel – D01C015
Original Hearing Date – August 29, 2019
Date Found In Compliance – January 9, 2020
Staff Costs Paid - \$517.62
Staff Costs Due - \$0.00
Total Lien Amount - \$2,575.00
Daily Fine Amount - \$25.00
Total Amount of Days in Violation - 103

Code Compliance takes pride in helping to ensure property values are maintained by assisting property owners in complying with health, safety, and welfare standards. Periodically, liens are placed on property to support the compliance process. The purpose of the lien is not to generate funds for the county; therefore, once property is brought into compliance, the actual costs incurred by Code Compliance are collected, and the balance of the lien amount is requested to be released.

The lien amount figure is calculated by multiplying the daily fine amount by the total number of days the property remains in violation. Staff costs are calculated by adding the number of inspections performed (@ \$50 each) during the course of the code case, all actual costs of postage, and an administrative cost of \$100.

Prepared by: Sandy Cassels **Grammarly Check**

This instrument prepared by:
Sandy Cassels, Development Services Division
7375 Powell Rd., Ste. 115
Wildwood, FL 34785

RELEASE OF LIEN

In consideration of value received, the lien recorded as part of a Final Order of the Sumter County Code Enforcement Board, dated September 16, 2019, and recorded October 31, 2019, in OR Book 3650, Pages 513 - 515, Document #201960042431, Public Records of Sumter County, direct the Clerk to satisfy the same of record, as is more particularly described as follows:

1. Lien amount: \$2,575.00.00 for daily fines and \$517.62 for staff costs.
2. That certain lien, claimed by above lien notice, is hereby released.
3. This applies to the following described property in Sumter County, Florida:

Parcel: D01C015
Section 01, Township 18S, Range 23E:
Lot 15 Oakland Hills Subd PB 4 Pg 75 -75G
4. Property Owner: Bruno Kuhlmann

ATTEST:

SUMTER COUNTY, FLORIDA

By: Deputy Clerk

By: Steve Printz, Chairman

STATE OF FLORIDA
COUNTY OF SUMTER.

The foregoing instrument was acknowledged before me on the ____ day of _____, 2020, by Steve Printz, Chairman, BOARD OF COUNTY COMMISSIONERS.

Notary Public, State of Florida
My Commission Expires: _____

Personally known _____ or Produced Identification
Type of Identification Produced _____

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **Satisfaction of Civil Restitution Lien for Raul Gonzalez-Patlan**

REQUESTED ACTION: **Staff Recommends Approval**

Meeting Type: Regular Meeting **DATE OF MEETING:** 1/28/2020

CONTRACT: x N/A Vendor/Entity: _____
 Effective Date: Termination Date: _____
 Managing Division / Dept: Choose a division/department.

BUDGET IMPACT: None
FUNDING SOURCE: _____

Type: Select **EXPENDITURE ACCOUNT:** _____
impact type _____

HISTORY/FACTS/ISSUES:

On April 19, 2017 a Civil Restitution Lien for case 2017 CT 569 was ordered in the amount of \$1,450.00, for Raul Gonzalez-Patlan. On January 15, 2020, County Finance received cash, in the amount of \$1,450.00 to satisfy the balance of said lien.

Prepared by: **Melissa Elliott, Deputy Clerk County Finance** **Grammarly Check**

**IN THE CIRCUIT COURT OF THE 5TH
JUDICIAL IN AND FOR**

SUMTER COUNTY, FLORIDA

Criminal Case No: 2017 CT 569

STATE OF FLORIDA

VS.

RAUL GONZALEZ-PATLAN

Defendant

SATISFACTION OF CIVIL RESTITUTION LIEN ORDER

KNOW ALL MEN BY THESE PRESENT: that the Board of County Commissioners of Sumter County, Florida, holder of a Civil Restitution Lien against the Defendant named above in the amount of \$1,450.00, pursuant to an Order for determination of damages and losses and for Civil Restitution Lien Order rendered by the county court of Sumter County on April 19, 2017 and recorded in official records book 3261 page 491 of the public records of Sumter County, Florida, does hereby acknowledge full payment and satisfaction thereof and hereby consents that the same shall be satisfied of record.

Witness the hand and seal of the duly authorized officer of the Board of County Commissioners of Sumter County, Florida this ____ day of _____, 20__.

ATTEST: GLORIA R. HAYWARD

Clerk of Circuit Court

By Deputy Clerk

As Chairman of
Board of County Commissioners
Sumter County, Florida

STATE OF FLORIDA

COUNTY OF SUMTER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____.

WITNESS my hand and official seal in the county and state last aforesaid this ____ day of _____, 20__.

Notary Public, State of Florida

My Commission expires _____

Personally Known _____ OR Produced Identification

Type of Identification Produced _____

IN THE FIFTH JUDICIAL CIRCUIT IN
AND FOR SUMTER COUNTY, FLORIDA

M

STATE OF FLORIDA

COURT: COUNTY

VS

DIVISION: MISDEMEANOR

RAUL GONZALEZ-PATLAN

CASE NO: 2017 CT 569

409 W BAY STREET

WINTER GARDEN, FL 34787-

CIVIL RESTITUTION LIEN ORDER

THIS CAUSE having been heard before the Court on this 19TH DAY OF APRIL 2017
by the undersigned, who has imposed sentence on a criminal matter and being fully advised in the
premises, does hereby

ORDERED AND ADJUDGED as follows:

This Court has jurisdiction over the subject matter and parties to this cause, pursuant to Florida
Statutes 960.293(2) (determination of damages and losses). Sumter County, Florida, 215 E.
McCullum Avenue, Bushnell, Florida 33513, or the State of Florida shall recover from Defendant liste
above, the sum of \$1,450.00 plus interest accruing at the legal rate from the date
of this Order shall constitute a civil restitution lien, for which let execution issue.

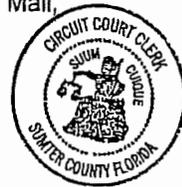
DONE AND ORDERED, in open court, at Bushnell, Sumter County, Florida on this
19TH DAY OF APRIL 2017

[Handwritten Signature]

Judge of County Court

Certificate of Service

I HEREBY CERTIFY that a true copy hereof has been furnished to: Board of County
Commissioners c/o Clerk of the Circuit Court and the defendant at the above address, by U.S. Mail,
on this 26 day of May, 2017.



GLORIA R. HAYWARD, CLERK OF COURT

BY: *[Handwritten Signature]* D.C.

FILED IN THE OFFICE OF
CLERK OF CIRCUIT COURT
SUMTER COUNTY, FLA

2017 MAY 25 AM 11:34

GLORIA R. HAYWARD
CLERK OF CIRCUIT COURT



STATE OF FLORIDA, COUNTY OF SUMTER
I HEREBY CERTIFY, that the above and
foregoing is a true copy of the original
GLORIA R. HAYWARD, Clerk of Circuit Court
By: *[Handwritten Signature]*
Deputy Clerk
Dated 5/30/17

125035

Board of Sumter County Commissioners

215 E McCollum Ave. • Bushnell, FL 33513

RECEIVED from: Raul Gonzalez-Rullan Date 1-15-50

FOR: Civil Restitution Order - Cash \$ 1450.00
Court # 2017 CT 564 \$ _____

Clark of Court OFFICER
By Henry Alderman TOTAL \$ 1450.00

**IN THE CIRCUIT COURT OF THE 5TH
JUDICIAL IN AND FOR**

SUMTER COUNTY, FLORIDA

Criminal Case No: 2014 CF 380

STATE OF FLORIDA

VS.

MICHAEL ANTHONY HART JR

Defendant

SATISFACTION OF CIVIL RESTITUTION LIEN ORDER

KNOW ALL MEN BY THESE PRESENT: that the Board of County Commissioners of Sumter County, Florida, holder of a Civil Restitution Lien against the Defendant named above in the amount of \$9,000.00, pursuant to an Order for determination of damages and losses and for Civil Restitution Lien Order rendered by the county court of Sumter County on March 7, 2016 and recorded in official records book 3118 page 404 of the public records of Sumter County, Florida, does hereby acknowledge full payment and satisfaction thereof and hereby consents that the same shall be satisfied of record.

Witness the hand and seal of the duly authorized officer of the Board of County Commissioners of Sumter County, Florida this ____ day of _____, 20__.

ATTEST: GLORIA R. HAYWARD

Clerk of Circuit Court

By Deputy Clerk

As Chairman of
Board of County Commissioners
Sumter County, Florida

STATE OF FLORIDA

COUNTY OF SUMTER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____.

WITNESS my hand and official seal in the county and state last aforesaid this ____ day of _____, 20__.

Notary Public, State of Florida

My Commission expires _____

Personally Known _____ OR Produced Identification

all
IN THE FIFTH JUDICIAL CIRCUIT IN
AND FOR SUMTER COUNTY, FLORIDA

STATE OF FLORIDA

COURT: CIRCUIT

VS

DIVISION: FELONY

MICHAEL ANTHONY HART JR

CASE NO: 2014 CF 380

6722 CR 552

BUSHNELL, FL 33513-

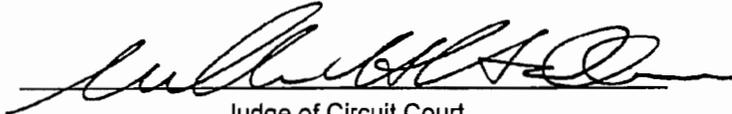
CIVIL RESTITUTION LIEN ORDER

THIS CAUSE having been heard before the Court on this 7TH DAY OF MARCH 2016
by the undersigned, who has imposed sentence on a criminal matter and being fully advised in the
premises, does hereby

ORDERED AND ADJUDGED as follows:

This Court has jurisdiction over the subject matter and parties to this cause, pursuant to Florida
Statutes 960.293(2) (determination of damages and losses). Sumter County, Florida, 215 E.
McCollum Avenue, Bushnell, Florida 33513, or the State of Florida shall recover from Defendant listed
above, the sum of \$9,000.00 plus interest accruing at the legal rate from the date of
this Order shall constitute a civil restitution lien, for which let execution issue.

DONE AND ORDERED, in open court, at Bushnell, Sumter County, Florida on this
7TH DAY OF MARCH 2016


Judge of Circuit Court

Certificate of Service

I HEREBY CERTIFY that a true copy hereof has been furnished to: Board of County
Commissioners c/o Clerk of the Circuit Court and the defendant at the above address, by U.S. Mail,
on this 22 day of June, 2016.

FILED IN THE OFFICE OF
CLERK OF CIRCUIT COURT
SUMTER COUNTY, FLA

2016 JUN 22 1P 3:55

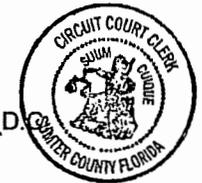
GLORIA R. HAYWARD
CLERK OF CIRCUIT COURT

BY _____

GLORIA R. HAYWARD, CLERK OF COURT
BY: Christiane Datcher



STATE OF FLORIDA, COUNTY OF SUMTER
I HEREBY CERTIFY, that the above and
foregoing is a true copy of the original
GLORIA R. HAYWARD, Clerk of Circuit Court
By Christiane Datcher
Deputy Clerk
Dated 6/24/16



SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Satisfaction of Civil Restitution Lien for Paula Jean Petras

REQUESTED ACTION: Staff Recommends Approval

Meeting Type: Regular Meeting

DATE OF MEETING: 1/28/2020

CONTRACT: x N/A

Vendor/Entity: _____

Effective Date: _____

Termination Date: _____

Managing Division / Dept: Choose a division/department.

BUDGET IMPACT: None

FUNDING SOURCE: _____

Type: Select
impact type

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

On November 18, 2019 a Civil Restitution Lien for case 2019 CF 386 was ordered in the amount of \$50.00, for Paula Jean Petras. On January 16, 2020, County Finance received check #59602 from The Clerk of Courts, in the amount of \$50.00 to satisfy the balance of said lien.

Prepared by: Melissa Elliott, Deputy Clerk County Finance

Grammarly Check

**IN THE CIRCUIT COURT OF THE 5TH
JUDICIAL IN AND FOR**

SUMTER COUNTY, FLORIDA

Criminal Case No: 2019 CF 386

STATE OF FLORIDA

VS.

PAULA JEAN PETRAS

Defendant

SATISFACTION OF CIVIL RESTITUTION LIEN ORDER

KNOW ALL MEN BY THESE PRESENT: that the Board of County Commissioners of Sumter County, Florida, holder of a Civil Restitution Lien against the Defendant named above in the amount of \$50.00, pursuant to an Order for determination of damages and losses and for Civil Restitution Lien Order rendered by the county court of Sumter County on November 18, 2019 and recorded in official records book 3675 page 507 of the public records of Sumter County, Florida, does hereby acknowledge full payment and satisfaction thereof and hereby consents that the same shall be satisfied of record.

Witness the hand and seal of the duly authorized officer of the Board of County Commissioners of Sumter County, Florida this _____ day of _____, 20__.

ATTEST: GLORIA R. HAYWARD

Clerk of Circuit Court

By Deputy Clerk

As Chairman of
Board of County Commissioners
Sumter County, Florida

STATE OF FLORIDA

COUNTY OF SUMTER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____.

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of _____, 20__.

Notary Public, State of Florida

My Commission expires _____

Personally Known _____ OR Produced Identification

Type of Identification Produced _____

IN THE FIFTH JUDICIAL CIRCUIT IN
AND FOR SUMTER COUNTY, FLORIDA

STATE OF FLORIDA

COURT: CIRCUIT

VS

DIVISION: FELONY

PAULA JEAN PETRAS

CASE NO: 2019 CF 386

6069 SE 99TH PLACE

BELLEVIEW, FL 34420-

2019 DEC 12 PM 3:32
GLORIA R. HAYWARD
CLERK OF CIRCUIT COURT

CIVIL RESTITUTION LIEN ORDER

THIS CAUSE having been heard before the Court on this 18TH DAY OF NOVEMBER 2019 by the undersigned, who has imposed sentence on a criminal matter and being fully advised in the premises, does hereby

ORDERED AND ADJUDGED as follows:

This Court has jurisdiction over the subject matter and parties to this cause, pursuant to Florida Statutes 960.293(2) (determination of damages and losses). Sumter County, Florida, 215 E. McCollum Avenue, Bushnell, Florida 33513, or the State of Florida shall recover from Defendant listed above, the sum of \$50.00 plus interest accruing at the legal rate from the date of this Order shall constitute a civil restitution lien, for which let execution issue.

DONE AND ORDERED, in open court, at Bushnell, Sumter County, Florida on this 18TH DAY OF NOVEMBER 2019

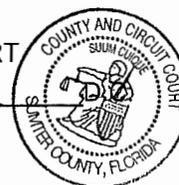
William Halloran

Judge of Circuit Court

Certificate of Service

I HEREBY CERTIFY that a true copy hereof has been furnished to: Board of County Commissioners c/o Clerk of the Circuit Court and the defendant at the above address, by U.S. Mail, on this 12 day of December, 2019.

GLORIA R. HAYWARD, CLERK OF COURT
BY: *Christiane Batcher*



STATE OF FLORIDA, COUNTY OF SUMTER
I HEREBY CERTIFY, that the above and foregoing is a true copy of the original
GLORIA R. HAYWARD, Clerk of Circuit Court
By: *cbatcher*
Dated: 12-18-19

Vendor No: 115-1 BOARD OF CO COMMISSION

Our Customer No: B104

Invoice	Date	Description	Payable	Discount	Net Payable
19CF386	01/07/20	LIEN PETRAS 4/3/2019	50.00	0.00	50.00

CLERK OF CIRCUIT COURT Check No: 59602 01/15/20 BK:4

TOTAL \$50.00