Ocala City Council Agenda - Revised
Tuesday, August 4, 2026

Meeting Information

Location
Ocala City Hall
110 SE Watula Avenue
Second Floor - Council Chambers
Ocala, Florida

https://www.ocalafl.gov/meetings

Time
4:00 PM

Council Members
Ire Bethea Sr., Council President
Jay A. Musleh, Pro Tem
Kristen Dreyer
James P. Hilty Sr.
Barry Mansfield

Mayor
Ben Marciano

City Manager
Peter Lee

Mission Statement

The City of Ocala provides fiscally responsible services consistent with the community's current and future expectations.

City Council's Strategic Priorities

Priority 1: Economic hub
Priority 2: Fiscally sustainable
Priority 3: Engaged workforce
Priority 4: Operational excellence
Priority 5: Quality of place

WELCOME!
Citizens are encouraged to participate in City of Ocala meetings. Speakers wishing to provide public comments to the City Council should complete a written public comment form and shall submit said form to the City Clerk prior to the meeting being called to order. Unless otherwise permitted, no person shall be permitted to provide public comments to City Council if they have not completed and submitted a public comment card prior to the meeting being called to order. Speakers will be limited to 3 (three) minutes. Additional time may be granted by the Council President. When recognized, state name and address. Citizen groups are asked to name a spokesperson.

The City of Ocala encourages civility in public discourse and requests that speakers limit their comments to specific motions and direct their comments to the Council. Cell phones should be turned off or set to vibrate.

The order of agenda items may be changed if deemed appropriate by City Council.

Citizens are encouraged to provide comments in writing to the City Clerk before meetings for inclusion into the public record. Citizens may also provide input to council members via office visits, phone calls, letters and e-mail that will become public record. In some instances, i.e., Quasi-Judicial Hearings, these particular contacts may be prohibited.

APPEALS
Any person who desires to appeal any decision at this meeting will need a record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is made.

ADA COMPLIANCE
If reasonable accommodations are needed for you to participate in this meeting, please call the City Manager's Office at 352-629-8401 at least 48 hours in advance so arrangements can be made.

Revised 7/31: Item 4a added

1. Call to Order

2. Roll Call

2a. New Employees
- Ashley Brock, Fleet Management
- Scott Gleason, Fleet Management
- Enrique Gonzalez, Fleet Management
- Hector Maldonado, Fleet Management
- Alben Moses, Fleet Management
- Michael Pagan, Fleet Management

3. Public Notice

4. Proclamations and Awards

4a. Resolution honoring and celebrating the life of Mr. Whitfield Jenkins

4b. The Mayor's Citizen Recognition Award will be presented to Victoria Clifton

4c. Presentation of the Florida Lineworker Appreciation Proclamation to Ocala Electric Utility staff.

4d. Ocala Electric Utility Receives Florida Municipal Electric Association's Inaugural Utility Award of Excellence

4e. Presentation of the National Purple Heart Day Proclamation to Combat Engineer William James; Sergeant First Class Lonzo Douglas; and Military Police Officer John Bowles

5. Presentations

5a. The Ocala Metro Chamber and Economic Partnership annual presentation by Matt McCormick, President and CEO

6. Consent Agenda

Consent Agenda items are considered to be routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of Council or the public request specific items to be removed for separate discussion and action.

6a. Budget Resolution 2026-152 to amend the Fiscal Year 2025-26 budget to appropriate funds from the Police Trust and Agency Fund Reserve for Fund Balance to purchase crime prevention supplies in the amount of $12,612 **BR-2026-152**

Presentation By: Michael Balken

6b. One-year grant agreement with Lutheran Services Florida Health Systems for the Ocala Police Department Chaplain Program position in the amount of $99,779

Presentation By: Michael Balken

6c. Budget Resolution 2026-153 to amend the Fiscal Year 2025-26 budget to accept and appropriate grant funds received from Lutheran Services Florida, Inc. Health Systems for the Ocala Police Department Chaplain Program in the amount of $99,779 **BR-2026-153**

Presentation By: Michael Balken

6d. First one-year renewal of contract for Supply and Delivery of Engineering Wood Fiber Services with Kempfer Sawmill, Inc., in an amount not to exceed $97,350

Presentation By: Greg Vandeventer

6e. Additional expenditures for the provision of natural gas services with TECO Peoples Gas and Mansfield Power and Gas LLC for an increased aggregate expenditure not to exceed $75,000

Presentation By: John King

6f. Purchase of three-phase meter test board from Tesco, The Eastern Specialty Company, totaling $51,186

Presentation By: Doug Peebles

6g. Budget Resolution 2026-154 to amend the Fiscal Year 2025-26 budget to appropriate grant funding from the Duke Energy Foundation in the amount of $9,200 **BR-2026-154**

Presentation By: Doug Peebles

6h. Resolution 2026-45 to approve Off-System Construction and Maintenance Agreement with the Florida Department of Transportation for improvements within City rights-of-way **RES-2026-45**

Presentation By: Sean Lanier

6i. Appointment of David Layman to the Police Officers' Retirement System Board of Trustees for a new two-year term ending August 6, 2028

Presentation By: Angel Jacobs

6j. City Council meeting minutes

Presentation By: Angel Jacobs

7. Consent Agenda Items Held for Discussion

Should any items be removed from the Consent Agenda for discussion, they will be discussed at this time.

8. Introduction and First Readings of Ordinances
(Second and Final Reading - August 18, 2026)

8a. Ordinance 2026-27 to amend Chapter 106, Section 105 - Housing Incentive Fund revising criteria pertaining to affordable housing loan programs including length of terms, applicability, administrative process, and interest rates **ORD-2026-27**

9. Public Hearings / Second and Final Readings / Adoption of Ordinances

9a. Ordinance 2026-17 to annex approximately 82.40 acres for property located at 5575 SW 52nd Street (Parcel 23835-000-00) (Case ANX26-0001) (Quasi-Judicial).

Presentation By: Aubrey Hale

Introduced by: Jay A. Musleh

9b. Ordinance 2026-18 to change the Future Land Use designation of approximately 82.40 acres for property at 5575 SW 52nd Street (Parcel 23835-000-00) from High Residential (County) to Low Intensity (City) (Case LUC26-0001) (Quasi-Judicial)

Presentation By: Aubrey Hale

Introduced by: Barry Mansfield

9c. Ordinance 2026-22 to rezone approximately 82.10 acres for property located at 5575 SW 52nd Street (Parcel 23835-000-00) from A-1, General Agriculture (County) to PD, Planned Development (City) (Case PD26-0001) (Quasi-Judicial).

Presentation By: Aubrey Hale

Introduced by: Jay A. Musleh

9d. Public Hearing to consider a resolution for a PD Plan and Standards Book (Ocala 52 Partners PD) for property located at 5575 SW 52nd Street (Parcel 23835-000-00), approximately 82.10 acres (Case PD26-0001) (Quasi-Judicial)

Presentation By: Aubrey Hale

9e. Ordinance 2026-23 to change the Future Land Use designation from Neighborhood to Public, for property located in the 2800 block of SW 20th Street (Parcel 23476+001-00), approximately 4.06 acres (Case LUC26-0003) (Quasi-Judicial)

Presentation By: Endira Madraveren

Introduced by: James P. Hilty Sr

9f. Ordinance 2026-24 to rezone from R-1, Single- Family Residential, and B-1A, Limited Neighborhood Business, to G-U, Governmental Use, for property located at the 2800 block of SW 20th Street (Parcel 23476+001-00), approximately 4.06 acres (Case ZON26-0008) (Quasi-Judicial)

Presentation By: Endira Madraveren

Introduced by: Kristen M. Dreyer

9g. Ordinance 2026-25 to change the Future Land Use designation from Neighborhood to Low Intensity, for property located in the 2800 block of SW 20th Street (Parcel 23472-003-00, 23472-002-00, and a portion of 23472-001-00), approximately 4.88 acres (Case LUC26-0004) (Quasi-Judicial)

Presentation By: Endira Madraveren

Introduced by: Barry Mansfield

9h. Ordinance 2026-26 to rezone from R-3, Multi-Family Residential District, to INST, Institutional District, for properties located in the 2800 block of SW 20th Street (Parcel 23472-004-00 and a portion of 23472-001-00), approximately 2.99 acres (Case ZON26-0009) (Quasi-Judicial)

Presentation By: Endira Madraveren

Introduced by: James P. Hilty Sr

10. General Business

10a. Fiscal Year 2026-27 tentative millage rates: Basic City - 6.6177; District A - 1.7185; District B - 1.6332; District C - 1.4699

Presentation By: Tammi Haslam

10b. Resolution 2026-46 providing for the reimposition of non-ad valorem Fire Assessments, establishing proposed rates for Fiscal Year 2026-27, directing preparation of the Fire Assessment Roll, setting a date for a public hearing, and directing publication and mailing notices of proposed Fire Assessments **RES-2026-46**

Presentation By: Tammi Haslam

10c. Contract with Sawcross, Inc. to provide and install a new dewatering rotary press at Water Reclamation Facility No. 2, in the amount of $1,648,000 plus a 10 percent contingency, for a total project budget not to exceed $1,812,800

Presentation By: Sean Lanier

10d. One-year renewal of the contract with CentralSquare for ongoing service and maintenance costs for asset management and work-order software, Lucity, with an estimated expenditure amount of $116,787

Presentation By: Kelly Vann

10e. Two-year agreement for roof restoration contractor services as-needed with Unicoat Industrial Roofing Corporation, not to exceed $300,000

Presentation By: Gary Crews

10f. One-year contract with Bomac Construction Services, Inc. doing business as GH Street Sweeping for street sweeping services with an expenditure of $324,000

Presentation By: Darren Park

10g. Two-year renewal of the agreement with Tyndale Enterprises, Inc. to provide a managed uniform program for Ocala Electric Utility and Ocala Fiber Network in an amount not to exceed $160,000

Presentation By: Doug Peebles

10h. Utilization of the Florida Sheriffs Association agreement with Matheny Motor Truck Company for the purchase of two light rescue vehicles for Ocala Fire Rescue, in the amount of $890,634

Presentation By: John King

10i. Task Work Order 26-05 with Infrastructure Consulting and Engineering, PLLC to design services for the relocation of Florida Department of Transportation Pond #3 at Ocala International Airport in the amount of $157,712

Presentation By: Matthew Grow

10j. Renewal of stop loss insurance coverage with HM Insurance Company for the City's self-funded medical and prescription drug plan for the October 1, 2026, through September 30, 2027, plan year in the amount of $2,315,271

Presentation By: Todd Swanson

11. Internal Auditor's Report

12. City Manager's Report

13. Ocala Police Department Report

14. Ocala Fire Rescue Department Report

15. City Attorney's Report

16. Public Comments

17. Informational Items and Calendaring Items

- Tuesday, August 11, 2026 - City Council workshop RE: FY 2026/27 Budget - 12:00pm - Council Chambers
- Tuesday, August 11, 2026 - City Council Special Meeting RE: City Auditor Interviews - 1:00pm - Council Chambers
- Tuesday, August 18, 2026 - Community Redevelopment Area Agency meeting - 3:45pm - Council Chambers
- Tuesday, August 18, 2026 - City Council meeting - 4:00pm - Council Chambers
- Tuesday, August 25, 2026 - TPO Meeting, to be immediately followed by a Transportation Disadvantaged Workshop - 2:00pm - Marion County Board of County Commissions Auditorium
- Tuesday, September 1, 2026 - City Council meeting - 4:00pm - Council Chambers
- Monday, September 7, 2026 - Labor Day - City Offices Closed
- Wednesday, September 9, 2026 - Community Redevelopment Area Agency meeting - 4:30pm - Council Chambers
- Wednesday, September 9, 2026 - City Council Special Meeting for First Public Hearing re: FY 2026/27 Budget and Fire Assessment - 5:00pm - Council Chambers
- Tuesday, September 15, 2026 - City Council meeting - 4:00pm - Council Chambers
- Tuesday, September 15, 2026 - Second Public Hearing to adopt Final Budget and Final Millage Rates - 5:01pm - Council Chambers

17a. Power Cost Adjustment Report - June 2026

17b. Fully Executed Contracts Under $50,000

17c. Monthly budget-to-actual report and Capital Improvement Project status report as of June 30, 2026

18. Comments by Mayor

19. Comments by City Council Members

20. Adjournment

File #: 2026-1890 Agenda Item #: 4a.

Submitted By: Angel Jacobs

Department: City Clerk

STAFF RECOMMENDATION (Motion Ready):
Resolution honoring and celebrating the life of Mr. Whitfield Jenkins

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2026-1283 Agenda Item #: 4b.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
The Mayor’s Citizen Recognition Award will be presented to Victoria Clifton

OCALA’S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2026-1696 Agenda Item #: 4c.

Submitted By: Tyler Puckett

Department: Electric Utility

FORMAL TITLE (Motion Ready):
Presentation of the Florida Lineworker Appreciation Proclamation to Ocala Electric Utility staff.

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

File #: 2026-1827 Agenda Item #: 4d.

Submitted By: Doug Peebles

Department: Electric Utility

FORMAL TITLE (Motion Ready):
Ocala Electric Utility Receives Florida Municipal Electric Association's Inaugural Utility Award of Excellence

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

City of Ocala

110 SE Watula Ave.
Ocala, FL 34471
352-629-2489
FOR IMMEDIATE RELEASE

OEU RECEIVES FMEA'S INAUGURAL UTILITY AWARD OF EXCELLENCE

OCALA, Fla. (July 17, 2026) – Ocala Electric Utility (OEU) has been honored with the first-ever Utility Award of Excellence by the Florida Municipal Electric Association (FMEA), recognizing the utility's outstanding commitment to reliability, safety, innovation and service to its community.

The award was presented during FMEA's annual conference banquet in Palm Beach and recognizes member utilities that have distinguished themselves through exceptional system enhancements, strategic investments and innovative initiatives that strengthen Florida's public power communities.

OEU has earned national and state recognition for electric system reliability and workplace safety, actively participates in industry education and mutual aid efforts, and recently launched the City Path Training Academy to introduce students and young adults to careers in the utility industry.

"OEU exemplifies excellence through an unwavering commitment to reliability, safety and community engagement," said Amy Zubaly, executive director of FMEA. "This standout utility has been the recipient of many other FMEA awards over the years, and it is our distinct pleasure to present them with our first-ever Utility Award of Excellence."

FMEA is the statewide trade association representing Florida's public power utilities. The association actively represents and advocates for member cities' interests on a wide variety of state and federal issues, provides emergency response and mutual aid coordination, provides education and training for members and serves as a clearinghouse for industry news and information.

For more information about FMEA, please visit www.flpublicpower.com.

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About the Florida Municipal Electric Association
The Florida Municipal Electric Association represents the unified interests of 33 public power communities across the state, which provide electricity to more than 4 million of Florida's residential and business consumers.

Media Contact: Gregory Davis, Public Information Officer
Phone: 352-804-1525, Email: gdavis@ocalafl.gov

File #: 2026-1844 Agenda Item #: 4e.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Presentation of the National Purple Heart Day Proclamation to Combat Engineer William James; Sergeant First Class Lonzo Douglas; and Military Police Officer John Bowles

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2026-1800 Agenda Item #: 5a.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
The Ocala Metro Chamber and Economic Partnership annual presentation by Matt McCormick, President and CEO

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: BR-2026-152 Agenda Item #: 6a.

Submitted By: Sarah Gifford / Susan Dobson

Presentation By: Michael Balken

Department: Police

FORMAL TITLE:
Budget Resolution 2026-152 to amend the Fiscal Year 2025-26 budget to appropriate funds from the Police Trust and Agency Fund Reserve for Fund Balance to purchase crime prevention supplies in the amount of $12,612

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place, Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Police Trust and Agency Fund was created to deposit revenues received from federal, criminal, administrative, or civil forfeiture proceedings. Funds will be used to purchase a DynaLoc Type 2 Explosive Storage Outdoor Magazine with a padlock in the amount of $6,862, a NexGen K9 training kit in the amount of $2,750, and approximately $3,000 will be used to purchase ice cream and related supplies for the Ocala Police Department's Polar Patrol for community-related events.

FINDINGS AND CONCLUSIONS:
The allocation of funding from the Police Trust and Agency Reserve for Fund Balance account into the proper Trust Fund expense accounts will allow adequate spending for Fiscal Year 2025-26.

FISCAL IMPACT:
The transfer of funds will enable the agency to utilize the accumulated funds to account 610-018-808-521-52-52010. Funds within the Trust Fund account will help offset expenses coming from division-related accounts.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

BUDGET RESOLUTION 2026-152

A RESOLUTION AMENDING THE FISCAL YEAR 2025-26 BUDGET TO APPROPRIATE FUNDS FROM THE POLICE TRUST AND AGENCY FUND RESERVE FOR FUND BALANCE FOR THE PURCHASE OF CRIME PREVENTION SUPPLIES IN THE AMOUNT OF $12,612

WHEREAS, the designated account in the Police Trust and Agency Fund was created to deposit revenues received as a result of federal, criminal, administrative, or civil forfeiture proceedings; and

WHEREAS, the Ocala Police Department requires equipment and supplies to enhance operational efficiency and better serve the community; and

WHEREAS, funds are requested to purchase an explosive storage solution with a padlock in the amount of $6,862, a K9 training kit in the amount of $2,750, and approximately $3,000 to purchase ice cream and related supplies for the Ocala Police Department's Polar Patrol for community-related events; and,

WHEREAS, the utilization of $12,612 in funds will enhance both public and police safety through the allocation of funding.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the Fiscal Year 2025-26 budget be amended as outlined below:

SOURCE:

610-099-999-521-81-99999	Reserve for Fund Balance	($12,612)

USE:

610-018-808-521-52-52010	Operating	$12,612

This resolution adopted this _____ day of _____, 2026.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Ire J. Bethea Sr.
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

Outlook

[EXTERNAL] Justrite New Proposal Ready for Your Review #Q2.00007717

From Kaylee Adams <kadams@justrite.com>
Date Wed 5/20/2026 10:15 AM
To David Rodriguez <drodriguez@ocalapd.gov>

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.

Justrite EAGLE CHECKERS NJTRAX

Hi David Rodriguez,

Your quote is ready to place

Your pricing is finalized. Review your quote and place your order below.

QUOTE NUMBER
Q2.00007717

VALID UNTIL
May 27, 2026

SHIPPING TO

David Rodriguez
Ocala Police Dept
402 S Pine Ave
Ocala, Florida, 34471
United States
T: (352) 789-3674

Prepared on May 20, 2026 at 9:15:12 AM CDT

Place Order

No login required

After you click **Place Order**, you will review shipping and payment details, then submit your order securely.

Items		Qty		Quoted Price	Row Total
	**DynaLoc Type 2 Explosive Storage Outdoor Magazine, Red – EL201** SKU: EL201 Country of Manufacture: United States	1	-	$6,145.00	$6,145.00
	**Padlock for DynaLoc Explosive Storage Magazines - 96010125** SKU: 96010125	1	-	$72.00	$72.00
				Subtotal	$6,217.00
				Shipping & Handling	$644.62
				Grand Total	**$6,861.62**

Place Order

Quote valid through May 27, 2026

Tax Exempt?

If your company is tax exempt and your certificate is already on file, your updated tax status will appear at checkout.

Need to submit a form? Send your exemption certificate to your sales rep and we will update your order before you check out.

Need help placing your order?

Call **888-423-9499** or email retailorders@justrite.com

Justrite Safety Group Customer Support | Monday to Friday, 7:00 AM to 5:00 PM CST

Tripwire South, LLC.
1475 Highland Avenue Road
Gettysburg, PA 17325 USA
+17176482792
staff@tripwiresouth.com
https://www.tripwiresouth.com

ADDRESS
Ocala Police Department
402 South Pine Avenue
Ocala, FL 34471 US

SHIP TO
Meet up with Tripwire in
Orlando, FL
location TBD

Quote # 2439

DATE 05/08/2026

EXPIRATION DATE 06/08/2026

SHIP VIA
Pick up in Orlando, FL

DATE	DESCRIPTION	QTY	RATE	AMOUNT

DATE	DESCRIPTION	QTY	RATE	AMOUNT
K9-KIT (NEXGEN)	NexGen K9 Training Kit comes in a Pelican® style hard storage case with all storage materials to include OPSAK® bags and glass jars w/ Teflon™ coated lids. Inserts are custom cut polyethylene foam, which is impermeable to water and highly resistant to water and odor transmission. Kit Contents: • C-2 Sheet Explosive (PETN), 1/2 Lb • C-4 Block, 1.25 LB, 1 Ea • C-4 Bulk w/ Taggants, 1/2 Lb • Cast Booster, 450 G, 1 Ea • Comp-B, Flake, 1/2 Lb • Dynamite, Approx. 1/2 Lb Cartridge, 2 Ea • Emulsion, Approx. 1/2 Lb Cartridge, 2 Ea • HMX, Flake, 1/2 Lb • RDX Comp-A5, 1/2 Lb • Semtex, 25 G • TNT, Flake, 1/2 Lb • Detonating Cord, 18 gr/ft (PETN), 50 Ft • Black Powder, 1 Lb • Smokeless Powder, Double Base, 1/2 Lb • Safety/Time Fuse, Black Powder Core, 15 Ft • Ammonium Nitrate/Fuel Oil (ANFO), 1 Lb • Ammonium Nitrate, Prill, 1 Lb • Potassium Chlorate, HME Precursor, 1/2 Lb • Sodium Chlorate, HME Precursor, 1/2 Lb • Hexamine, HME Precursor, 1/2 Lb	1	2,750.00	2,750.00

TOTAL	$2,750.00

Accepted By

Accepted Date

Tripwire South, LLC.
1475 Highland Avenue Road
Gettysburg, PA 17325 USA
+17176482792
staff@tripwiresouth.com
https://www.tripwiresouth.com

BILL TO
Ocala Police Department
402 South Pine Avenue
Ocala, FL 34471 US

SHIP TO
Meet up with Tripwire in
Orlando, FL
location TBD
Sgt. Rodriguez
352-789-3674

Invoice # 2078

DATE 05/13/2026 **TERMS** Net 30

DUE DATE 06/12/2026

SHIP VIA
Pick up in Orlando, FL

DATE	DESCRIPTION	QTY	RATE	AMOUNT
K9-KIT (NEXGEN)	NexGen K9 Training Kit comes in a Pelican® style hard storage case with all storage materials to include OPSAK® bags and glass jars w/ Teflon™ coated lids. Inserts are custom cut polyethylene foam, which is impermeable to water and highly resistant to water and odor transmission. Kit Contents: • C-2 Sheet Explosive (PETN), 1/2 Lb • C-4 Block, 1.25 LB, 1 Ea • C-4 Bulk w/ Taggants, 1/2 Lb • Cast Booster, 450 G, 1 Ea • Comp-B, Flake, 1/2 Lb • Dynamite, Approx. 1/2 Lb	1	2,750.00	2,750.00

RECEIVED
MAY 26 2026
FISCAL MANAGEMENT
OCALA POLICE DEPARTMENT

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Cartridge, 2 Ea • Emulsion, Approx. 1/2 Lb Cartridge, 2 Ea • HMX, Flake, 1/2 Lb • RDX Comp-A5, 1/2 Lb • Semtex, 25 G • TNT, Flake, 1/2 Lb • Detonating Cord, 18 gr/ft (PETN), 50 Ft • Black Powder, 1 Lb • Smokeless Powder, Double Base, 1/2 Lb • Safety/Time Fuse, Black Powder Core, 15 Ft • Ammonium Nitrate/Fuel Oil (ANFO), 1 Lb • Ammonium Nitrate, Prill, 1 Lb • Potassium Chlorate, HME Precursor, 1/2 Lb • Sodium Chlorate, HME Precursor, 1/2 Lb • Hexamine, HME Precursor, 1/2 Lb			

A service charge of 3% will be applied to all credit card purchases.

TOTAL DUE	$2,750.00

File #: 2026-1760 Agenda Item #: 6b.

Submitted By: Lafayetta Hodges / Susan Dobson

Presentation By: Michael Balken

Department: Police

FORMAL TITLE:
One-year grant agreement with Lutheran Services Florida Health Systems for the Ocala Police Department Chaplain Program position in the amount of $99,779

OCALA'S RELEVANT STRATEGIC GOALS:

Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Ocala Police Department (OPD) Chaplaincy Program is currently staffed by a full-time, compensated Chaplain who provides crisis response, grief support, counseling, spiritual care, and wellness services to officers, staff, and their families. For the 2025-2026 funding cycle, the position was funded through a grant from Lutheran Services Florida, Inc. Health Systems.

On July 6, 2026, OPD was awarded a grant through Lutheran Services Florida, Inc. Health Systems in the amount of $99,779, effective July 1, 2026, through June 30, 2027, to continue to support salary, benefits, and program-related operating costs of OPD's full-time Chaplain.

FINDINGS AND CONCLUSIONS:
The City of Ocala, through the Ocala Police Department, has been awarded $99,779 through the Chaplain's Program Grant from Lutheran Services Florida, Inc. Health Systems. This funding, effective July 1, 2026, through June 30, 2027, will continue to support the salary, benefits, and operating costs of OPD's full-time Chaplain.

FISCAL IMPACT:
A budget resolution to appropriate funds is provided on the same agend. Lutheran Services Florida, Inc. Health Systems will reimburse the City of Ocala based on invoices submitted quarterly. Funds will be applied to revenue account 001-337-000-000-09-33005. The expenditure accounts cross several object codes in 001-051-867* (MUNIS contract#260819).

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

City of Ocala
Amendment 102

This amendment (the "Amendment") is made and entered into by and between Lutheran Services Florida, Inc. d/b/a LSF Health Systems ("LSF") and City of Ocala ("Contractor") to be effective July 1, 2026, or upon execution. Contractor and LSF may be referred to herein individually as a "party" or collectively as "the parties."

Whereas, LSF wishes to amend the purchase order agreement entered into between said parties on July 1, 2025, the purpose of this amendment is to replace the Purchase Order Agreement.

NOW THEREFORE, in consideration of the mutual covenants, and the mutual promises contained hereinafter, and in exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, as independent contractors, the parties agree as follows:

1. Capitalized terms herein shall be ascribed the meaning given by the Purchase Order Agreement. In the event of conflict between this Amendment and the Purchase Order Agreement, this Amendment shall control.

2. Purchase Order Agreement is replaced in its entirety with the Purchase Order Agreement revised July 1, 2026, incorporated herein. All prior purchase order agreements with reference to the same content are deleted.

Except as amended herein, the terms and conditions of the Agreement remain the same in full effect and authority.

The parties' authorized representatives have executed this Amendment with its purchase order agreement to be effective the 1st day of July 2026, or upon execution.

City of Ocala		**Lutheran Services Florida, Inc. d/b/a LSF Health Systems**	
Signature	Date	Signature	Date
Ire J. Bethea Sr	City Council President	Dr. Christine Cauffield	CEO
Printed Name	Title	Printed Name	Title

PURCHASE ORDER AGREEMENT

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

Effective and Ending Dates. The terms of this Agreement shall be effective July 1, 2026, or upon execution, and shall continue through June 30, 2027.

The award for this program will fund the Ocala Police Department's Chaplain Program.

Services to be Provided. The Contractor will employ a Police Chaplain to provide compassionate, holistic care to individuals facing emotional, spiritual, and personal challenges in both routine and crisis situations through ride-alongs and Ocala Police Department meetings, as specified in the **LSF approved Exhibit G – Submission of Information**. The Police Chaplain will assist in bridging the gap between the Ocala Police Department and the community by participating in outreach and ceremonial duties. The services and programs specified in this contract shall be available in the following county(ies): **Marion**.

Section 1. Financial Consideration

1.1. Award Amount

City of Ocala has been awarded an amount not to exceed **$99,779.00** for costs associated with administration of the services at its agency. Funding will be provided through OCA MHA00-CF - ME Mental Health Services & Support - Adult - Carry Forward. This award is subject to availability of funds from the Department of Children and Families (DCF) and/or the State of Florida.

1.2. Budget

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

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

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

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

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

1.3. Payment

This award shall be paid using a fee-for-service payment methodology, subject to the availability of funds. If funds are not available, LSF Health Systems shall promptly notify the Contractor. The Contractor shall comply with the terms of such methodology, as outlined below.

1.3.1 The total monthly payment amount shall not exceed the equal proportion of the approved budget amount according to the agreement period.

1.3.2 The Contractor shall submit monthly data to generate an invoice no later than the 8th calendar day following the month for which payment is being requested, in the form of person and non-person specific data with adequate supporting documentation and appropriate data on service utilization and individuals served, in accordance with the DCF Data System Guidelines;

1.3.2.1 The Contractor shall attest and certify as to each monthly data submission for invoicing that, at the time of submission, no other funding source was known for the included services. This attestation shall be submitted electronically by the 8th.

1.3.2.2 Allowable covered services within a bundled rate, as defined by the FASAMS Pamphlet 155-2, must be reported as the actual covered service (i.e. Case Management, Medical Services, etc.). This is also known as "encounter data".

1.3.3 Failure to submit properly complete and accurate invoice data shall prevent the authorization of payment;

1.3.4 Within ten (10) business days of receipt of properly completed invoice data from the Contractor, the Managing Entity, or designee, shall either approve the invoice for payment or notify the Contractor of any deficiencies that must be corrected by the Contractor;

1.3.5 Failure to submit the required documentation shall cause payment to be delayed until such documentation is received;

1.3.6 The Managing Entity shall make payment not more than thirty-five (35) days from the date eligibility for payment is determined, subject to the availability of funds from the Department;

1.3.7 The Contractor will be paid based upon the accepted data entered into the Managing Entity's reporting system.

1.3.8 Following the conclusion of each state fiscal year, the Contractor shall submit invoice data for the final invoice to the Managing Entity no later than July 31st.

1.3.9 The Managing Entity reserves the right to request additional documentation to support the payment of an invoice at any time.

1.3.10 The Network Service Provider must provide acceptable justification and/or correct data in the Managing Entity's reporting system for all "flagged" services appearing on the monthly invoice.

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

Section 2. Program Administration

2.1. Program requirements are as follows:

2.1.1 Service Tasks

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

2.2. Required Reporting

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

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

Section 3. Documentation

3.1. Cost

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

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

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

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

3.2. Services Rendered

3.2.1. The Contractor is required to submit monthly encounter data into the Managing Entity's data system no later than the eighth (8th) of each month following the month of when the services were rendered.

3.2.1.1. The Contractor agrees that the SAMH data system shall be the source for all data used to determine compliance with performance outcomes measures, understanding that the Contractor submits all data in the manner provided by Management Entity, and once validated by the Managing Entity, the Managing Entity then submits that data to FASAMS. Performance of the Contractor shall be monitored and tracked by the Managing Entity. The Managing Entity shall provide applicable technical assistance to the Contractor and initiate corrective actions, as required, and shall report to the Department on a quarterly basis.

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

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

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

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

Section 4. Miscellaneous

4.1. Employment Screening

4.1.1. As described in CFOP 60-25, Chapter 2 (implementing §110.1127, F.S.), as a condition of initial and continued employment, the Contractor shall ensure that all staff, whether employees or independent Contractors, funded through this agreement as reflected in Sections 1.1 and 1.2, are screened by the Department in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment screening standards in §435.04, 110.1127, and §39.001(2), F. S., including:

i. Employment history check,

ii. Fingerprinting for all criminal record checks,

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

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

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

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

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

Additional guidance regarding background screening is incorporated herein by reference and may be located at: https://www.myflfamilies.com/services/background-screening.

4.2. Representations

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

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

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

4.3. Terms and Conditions

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

4.4. Health Insurance Portability and Accountability Act

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

4.4.2. Business Associates

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

4.5. Insurance

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

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

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

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

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

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

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

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

4.5.9. All insurance policies, at all tiers, shall be provided by insurers licensed or eligible to do and that are doing business in the State of Florida. Each insurer must have a minimum rating of "A" by A. M. Best or an equivalent rating by a similar insurance rating firm and shall name the Managing

Entity and the Department as an additional insured under the policy or policies. The Contractor shall use its best good faith efforts to cause the insurers issuing all such general, automobile, and professional liability insurance to use a policy form with additional insured provisions naming both DCF and the ME as additional insured or a form of additional insured endorsement acceptable to ME in the reasonable exercise of its judgment. The ME reserves the right to require additional insurance. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor 's liability and obligations under this contract. Upon the ME's request, the Contractor shall furnish the ME with written verification supporting the existence of such insurance coverage.

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

4.6. Indemnification

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

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

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

4.6.4. LSF shall not be liable for any costs, expense, or compromise incurred or made by the Contractor in any legal action. The Contractor's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding LSF negligent shall excuse the Contractor of performance under this provision, in which case LSF shall have no obligation to reimburse the Contractor for costs of its defense. If the Contractor is an agency or subdivision of the State, its obligation of indemnify, defend and hold harmless LSF shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

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4.7. Governing Law and Compliance

4.7.1. Governing Law

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

4.7.2. Florida Regulatory Governance

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

4.7.3. Corporate Compliance

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

4.7.4. General Provisions

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

4.7.4.2. Severability

The illegality, unenforceability, or ineffectiveness of any provision of this Agreement shall not affect the legality, enforceability or effectiveness of any other provision of this Agreement. If any provision of this Agreement, or the application thereof shall, for any reason and to any extent, be deemed invalid or unenforceable, neither the remainder of this Agreement, nor the application of the provision to other persons, entities, or circumstances, nor any other instrument referred to in this Agreement shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

4.9.5 Authority to Bind

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

4.9.6 Typewritten or Handwritten Provisions

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

4.9.7 Counterparts: Facsimile Execution and Captions

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

4.9.8 Entire Agreement

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

4.9.9 Cancelation of Agreement

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

The parties' authorized representatives have executed this nineteen-page Agreement to be effective this 1st day of July 2026, or upon execution.

City of Ocala	**Lutheran Services Florida, Inc. d/b/a LSF Health Systems**
Signature Date	Signature Date
Ire J. Bethea Sr City Council President	Dr. Christine Cauffield CEO
Printed Name Title	Printed Name Title

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

Federal Tax ID # (or SSN): 59-6000392 Contractor FY Ending Date: 09/30

ATTACHMENT IV

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

Section 1. Definitions

1.1 Catch-all definitions:

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

1.2 Specific definitions:

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

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

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

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

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. Permitted Uses and Disclosures by Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. Termination

5.1 Termination for Cause

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

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

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

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

5.2 Obligations of Business Associate Upon Termination

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

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

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

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

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

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

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

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

Section 6. Miscellaneous

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

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

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

LSF HEALTH SYSTEMS
MENTAL HEALTH AND SUBSTANCE ABUSE
COVERED SERVICE RATES BY PROGRAM

EXHIBIT F2

Provider Name: City of Ocala | Effective: 7/1/2026 | Amend. #: 102
Contract No.: PO115 | Retroactive to:

Covered Service/Project Code	Unit of Measurement	Program 1 - Adult Mental Health	Program 2 - Adult Substance Abuse	Program 3 - Children's Mental Health	Program 4 - Children's Substance Abuse
01 Assessment	Direct Staff Hour				
02 Case Management	Direct Staff Hour				
02 Case Management [Forensic]	Forensic Direct Staff Hour				
03 Crisis Stabilization	Bed-Day				
04 Crisis Support/Emergency	Direct Staff Hour	$63.14			
05 Day Care	Direct Staff Hour (4 hour)				
06 Day Treatment	Direct Staff Hour (4 hour)				
07 Drop-In/Self Help Ctr.	Non-Direct Staff Hour				
08 In-Home & Onsite	Direct Staff Hour				
09 Inpatient	Day (24 hour)				
10 Intensive Case Mgmt.	Direct Staff Hour				
11 Intervention (Indiv.)	Direct Staff Hour				
11 Intervention (Indiv.) [FSPT]	FSPT Direct Staff Hour				
12 Medical Services	Direct Staff Hour				
13 Medication-Assisted Tx;	Dosage				
14 Outpatient (Indiv.)	Direct Staff Hour				
15 Outreach	Non-Direct Staff Hour				
18 Residential I	Day (24 hour)				
18 Residential I [Forensic]	Forensic Day (24 hour)				
19 Residential II	Day (24 hour)				
19 Residential II [Forensic]	Forensic Day (24 hour)				
19 Residential II [PIL]	PIL Day (24 hour)				
19 Residential II [STGC]	STGC Day (24 hour)				
20 Residential III	Day (24 hour)				
20 Residential III [Forensic]	Forensic Day (24 hour)				
21 Residential IV	Day (24 hour)				
21 Residential IV [Forensic]	forensic Day (24 hour)				
22 Respite Services	Direct Staff Hour				
24 Inpatient Detoxification	Bed-Day				
25 Supported Employment	Direct Staff Hour				
26 Supportive Housing/Living	Direct Staff Hour				

LSF HEALTH SYSTEMS
MENTAL HEALTH AND SUBSTANCE ABUSE
COVERED SERVICE RATES BY PROGRAM

EXHIBIT F2

Provider Name: City of Ocala | Effective: 7/1/2026 | Amend. #: 102
Contract No.: PO115 | Retroactive to:

Covered Service/Project Code	Unit of Measurement	Program 1 - Adult Mental Health	Program 2 - Adult Substance Abuse	Program 3 - Children's Mental Health	Program 4 - Children's Substance Abuse
27 TASC	Direct Staff Hour				
28 Incidental Expenses	Dollar Spent				
28 Incidental Expenses [FSPT]	FSPT Dollar Spent				
28 Incidental Expenses [Uncontracted]	Dollar Spent				
29 Aftercare (Indiv.)	Direct Staff Hour				
30 Information and Referral	Direct Staff Hour				
30 Information and Referral [FSPT]	FSPT Direct Staff Hour				
32 Outpatient Detoxification	Direct Staff Hour (4 hour)				
35 Outpatient (Group)	Direct Staff Hour				
36 R&B with Sup. I	Day (24 hour)				
37 R&B with Sup. II	Day (24 hour)				
37 R&B with Sup. II [PIL]	PIL Day (24 hour)				
37 R&B with Sup. II [PIL - Enhanced Rate]	PIL Enhanced Day (24 hour)				
37 R&B with Sup. II [STGC]	STGC Day (24 hour)				
37 R&B with Sup. II [STGC - B]	STGC - B Day (24 hour)				
37 R&B with Sup. II [STGC - B Enhanced Rate]	STGC - B Enhanced Day (24 hour)				
37 R&B with Sup. II [STGC - L]	STGC - L Day (24 hour)				
37 R&B with Sup. II [STGC - L Enhanced Rate]	STGC - L Enhanced Day (24 hour)				
37 R&B with Sup. II [STGC - N]	STGC - N Day (24 hour)				
37 R&B with Sup. II [STGC - N Enhanced Rate]	STGC - N Enhanced Day (24 hour)				
37 R&B with Sup. II [OTPR]	OTPR Day (24 hour)				
38 R&B with Sup. III	Day (24 hour)				
39 Short-term Residential	Bed-Day				
40 MH Clubhouse	Direct Staff Hour				
42 Intervention (Group)	Direct Staff Hour				
42 Intervention (Group) [FSPT]	FSPT Direct Staff Hour				
43 Aftercare (Group)	Direct Staff Hour				
44 Comprehensive Community Service Team (Indiv.)	Direct Staff Hour				
45 Comprehensive Community Service Team (Group)	Direct Staff Hour				
46 Recovery Support (Indiv.)	Direct Staff Hour				
47 Recovery Support (Group)	Direct Staff Hour				

LSF HEALTH SYSTEMS
MENTAL HEALTH AND SUBSTANCE ABUSE
COVERED SERVICE RATES BY PROGRAM

EXHIBIT F2

Provider Name: City of Ocala | Effective: 7/1/2026 | Amend. #: 102
Contract No.: PO115 | Retroactive to:

Covered Service/Project Code	Unit of Measurement	Program 1 - Adult Mental Health	Program 2 - Adult Substance Abuse	Program 3 - Children's Mental Health	Program 4 - Children's Substance Abuse
48 Prevention – Indicated	Direct Staff Hour				
49 Prevention – Selective	Non-Direct Staff Hour				
50 Prevention – Universal Direct	Non-Direct Staff Hour				
51 Prevention – Universal Indirect	Non-Direct Staff Hour				
52 Care Coordination	Direct Staff Hour				
53 HIV Early Intervention Services	Direct Staff Hour				
54 Room and Board with Supervision Level IV	Day (24 hour)				
A0 Forensic Multidisciplinary Team [Weekly]	Weekly Census Rate per client				
A1 BNET	Monthly Census Rate per client				
A2 FIT Team	Monthly Census Rate per client				
A3 Central Receiving System [Assessment - Enhanced Rate]	Direct Staff Hour				
A3 Central Receiving System [Medical Services - Enhanced Rate]	Direct Staff Hour				
A3 Central Receiving System [Outpatient Indv. - Enhanced Rate]	Direct Staff Hour				
A4 Care Coordination [Supportive Housing/Living - Monthly]	Monthly Census Rate per client				
A5 First Episode Team	Monthly Census Rate per client				
A6 Self-Directed Care	Monthly Census Rate per client				
A7 Federal Project Grant	Monthly Fixed Rate				
A7 Federal Project Grant [MAT - Buprenorphine]	Dosage				
A7 Federal Project Grant [MAT - Weekly Methadone]	Weekly Census Rate per client				
A7 Federal Project Grant [MAT - Weekly]	Weekly Census Rate per client				
A7 Federal Project Grant [MAT - Weekly Buprenorphine]	Weekly Census Rate per client				
A7 Federal Project Grant [MAT - Multiple Tablets Dispensed]	Dosage				
A7 Federal Project Grant [MAT - Sublocade]	Sublocade Dosage				
A7 Federal Project Grant [MAT - Brixadi - Weekly]	Brixadi Dosage				
A7 Federal Project Grant [MAT - Brixadi - Monthly]	Brixadi Dosage				
A7 Federal Project Grant [Enhanced CSE Rate]	Direct Staff Hour				
A8 Local Diversion Forensic Project	Daily Bed Availability Rate				
A9 Disaster Behavioral Health	Monthly Fixed Rate				
B1 Network Eval. & Dvlpmt.	Dollar Spent				
B2 Transition Voucher [Supportive Housing/Living - Monthly]	Monthly Census Rate per client				
B3 Cost Reimbursement	Dollar Spent				

LSF HEALTH SYSTEMS
MENTAL HEALTH AND SUBSTANCE ABUSE
COVERED SERVICE RATES BY PROGRAM

EXHIBIT F2

Provider Name: City of Ocala | Effective: 7/1/2026 | Amend. #: 102
Contract No.: PO115 | Retroactive to:

Covered Service/Project Code	Unit of Measurement	Program 1 - Adult Mental Health	Program 2 - Adult Substance Abuse	Program 3 - Children's Mental Health	Program 4 - Children's Substance Abuse
B4 CAT Team	Monthly Census Rate per client				
B5 FACT Team	Weekly Census Rate per client				
B6 Provider Proviso Projects	Monthly Fixed Rate				
B6 Provider Proviso Projects [Transitional Beds]	Daily Bed Availability Rate				
B7 Wraparound	Monthly Fixed Rate				
B7 Wraparound Projects [Case Management - Wraparound Clients]	Daily Rate per client served				
B8 FFPSA Training Projects	Monthly Fixed Rate				
B9 Intermediate Level FACT (FACT-I) Teams	Weekly Census Rate per client				
C0 Other Bundled Projects	Monthly Fixed Rate				
C0 Other Bundled Projects [MAT - Weekly]	Weekly Census Rate per client				
C0 Other Bundled Projects [Drop-In/Self Help Centers - Daily]	Day (24 hour)				
C0 Other Bundled Projects [RTH]	Daily Bed Availability Rate				
C0 Other Bundled Projects [Residential Enhanced Rate]	Day (24 hour)				
C0 Other Bundled Projects [MAT - Brixadi - Weekly]	Brixadi Dosage				
C0 Other Bundled Projects [MAT - Brixadi - Monthly]	Brixadi Dosage				
C0 Other Bundled Projects [MAT - Duval]	Dosage				
C0 Other Bundled Projects [MAT - Multiple Tablets Dispensed]	Dosage				
C0 Other Bundled Projects [MAT – Sublocade]	Sublocade Dosage				
C0 Other Bundled Projects [MAT - Buprenorphine]	Dosage				
C0 Other Bundled Projects [Supportive Housing/Living]	Monthly Bundled Rate				
C1 Sustainability Payment for Emergency Response	Monthly Fixed Rate				
C2 Community Action Treatment (CAT) Teams for Ages 0-10	Monthly Census Rate per client				
C3 Family Well-Being Treatment Teams	Monthly Census Rate per client				

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND

COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature	Date
Ire J. Bethea Sr., City Council President	PO115
Name of Authorized Individual	Application or Contract Number
City of Ocala	
Name of Organization	
110 SE Watula, Avenue, Ocala, FL 34471	
Address of Organization	

Docusign Envelope ID: E9D6959E-A4A7-822F-8212-614D27126353

HEALTH SYSTEMS

Submission of Information

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

Docusign Envelope ID: E9D6959E-A4A7-822F-8212-614D27126353

Introduction

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

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

LSFHS uses the Submission of Information process for the following:

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

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

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

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Funding Request Form

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

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

Ocala Police Department, 402 South Pine Avenue, Ocala, Florida 34471

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

LaFayetta Hodges, lhodges@ocalapd.gov, 352-369-7085

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

The Ocala Police Department is requesting support for its Police Chaplain Program, which provides emotional, spiritual, and wellness-focused assistance to sworn officers, civilian staff, and their families. The program supports personnel during critical incidents, high-stress calls, traumatic events, and personal hardships. Chaplains also assist with community-facing situations such as death notifications, crisis response, and moments when residents need compassionate support. This request directly strengthens the department's internal wellness efforts and enhances its ability to respond to community needs with care and professionalism.

The program serves the City of Ocala, located within Marion County, with a population of 70,251 residents. While the primary beneficiaries are Ocala Police Department employees and their families, the broader community is also impacted through improved officer well-being, enhanced crisis response, and increased access to supportive services during emotionally difficult events. By investing in the Chaplain Program, the department can better meet the needs of both its workforce and the residents it serves.

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

The Chaplain Program is currently supported entirely by volunteers who provide pastoral care, counseling, and spiritual support as their schedules allow. While their service has been invaluable, relying solely on volunteer availability creates gaps in coverage, especially during critical incidents or periods of high demand. To ensure consistent, reliable support for department personnel and community members, the Ocala Police Department is seeking funding to establish a full-time Chaplain position.

The total annual request is $99,779, which includes an updated salary of $65,714 with a 3 percent cost-of-living adjustment, benefits totaling $27,022, travel funds of $1,385 for required professional development, and $5,658 in operating expenses to support essential communication tools, office needs, and chaplaincy certifications. The department has full capacity to manage and expend these funds in accordance with city procurement policies, and any costs beyond the grant allocation will be covered by the City to ensure uninterrupted service.

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

Without additional funding to hire a full-time chaplain, the Ocala Police Department will be required to continue operating the Chaplain Program on a volunteer-only basis. While our volunteers provide meaningful support, relying solely on their availability limits our ability to deliver consistent, professional, and comprehensive care to personnel and community members during critical incidents.

This volunteer-driven model creates unavoidable gaps in coverage and reduces continuity of service, especially as the demand for chaplaincy support continues to grow. Without a funded full-time position to provide steady leadership, training, and oversight, the department will not be able to expand or strengthen services beyond the current limited capacity. The population previously served will continue receiving support, but it will remain dependent on volunteer availability rather than a reliable, dedicated chaplain.

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

N/A

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

The Ocala Police Department has established strong expertise in providing chaplaincy support to its workforce and the community. Through the Chaplain Program, the department has consistently delivered compassionate guidance, confidential support, and steady assistance during emotionally difficult situations. Our chaplain has supported employees through stress, grief, and critical incidents, promoted mental and emotional wellness across the agency, and assisted community members during crises. This experience demonstrates the department's ability to deliver effective, meaningful chaplaincy services to the population that will be impacted by the proposed change.

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

The changes outlined in this request are intended to continue beyond the current fiscal year and into subsequent years, assuming an ongoing contractual relationship with LSF Health Systems. Establishing a full-time Chaplain is a long-term programmatic need, not a temporary adjustment, and continued funding will allow the department to maintain consistent support for employees and the community. Sustaining this position ensures stability, continuity of care, and the ongoing delivery of essential chaplaincy services.

9. Define and describe the Program Goals.

The goal of the Chaplain Program is to provide compassionate, holistic support to individuals experiencing emotional, spiritual, or personal challenges. The program is designed to strengthen the well-being of Ocala Police Department personnel and the community by offering confidential support, guidance during difficult events, and resources that promote resilience. Through consistent presence and trained intervention, the program aims to help individuals navigate stress, trauma, and crisis while fostering a supportive environment that encourages stability, healing, and overall wellness.

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

The program will measure Improved Spiritual Comfort through brief post-interaction surveys or interviews. These tools will capture whether individuals feel increased peace, comfort, or emotional relief after meeting with the chaplain. Feedback will be documented and reviewed to track impact and guide program improvements.

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

The Ocala Police Department collects chaplaincy data through its structured Chaplain's Monthly Report, which documents all activities, including counseling sessions, ride-a-longs, training, and department engagement. For example, the April report records "Private counseling Sessions – 10" and "Ride-a-longs Completed – 18 (for a total of 67 hours)." This system provides consistent, auditable data, and the department has full capacity to compile and report this information for program monitoring and evaluation.

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

The Ocala Police Department has strong business administration capacity supported by a dedicated Human Resources team of three full-time professionals who manage recruitment, onboarding, performance management, and employee relations. In addition, the department maintains its own in-house fiscal team that oversees payroll processing, financial tracking, and grant-related expenditures. As a department under the City of Ocala, benefits administration and broader financial oversight are supported through the City's centralized systems, ensuring accuracy, compliance, and consistent adherence to all applicable regulations.

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

Yes. Our organization conducts Level 2 Background Screenings through the DCF Clearinghouse as required. For the prior contract, we ensured our chaplain completed the appropriate DCF-level screening (Mental Health/Substance Abuse). The screening was processed through Accurate and successfully completed on March 9, 2026, and is valid for five years. We remain fully willing and able to complete all required Level 2 screenings for continued compliance with LSF Health Systems.

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

_____ _____

Signature of Organization's CEO **Date**

DocuSigned by:
Peter Lee City Manager 6/8/2026
5BB28E162F2E4C2...

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

Certificate Of Completion

Envelope Id: E9D6959E-A4A7-822F-8212-614D27126353
Subject: SIGNATURE - 2026 OPD Chaplain Grant Application
Source Envelope:
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Certificate Pages: 1
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Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 1
Initials: 0

Status: Completed

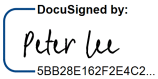
Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
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plewis@ocalafl.org
Pool: StateLocal

Location: DocuSign

Signer Events	Signature	Timestamp
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by:  5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.241.120 Signed using mobile	Sent: 6/8/2026 1:38:17 PM Viewed: 6/8/2026 3:23:59 PM Signed: 6/8/2026 3:24:08 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/8/2026 1:38:17 PM
Certified Delivered	Security Checked	6/8/2026 3:23:59 PM
Signing Complete	Security Checked	6/8/2026 3:24:08 PM
Completed	Security Checked	6/8/2026 3:24:08 PM

Payment Events	Status	Timestamps

Florida Department of Children and Families

Employment Screening Affidavit

CONTRACT NO.: PO115 **DATED** _____

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

VENDOR NAME: City of Ocala
(Print Name)

BY: _____ DATE: 7/7/2022
SIGNATURE OF AUTHORIZED REPRESENTATIVE

REPRESENTATIVE'S NAME/TITLE: Ire J Bethea, Sr., City Council President
(Print Name/Title)

STATE OF Florida
COUNTY OF Marion

Sworn to (or affirmed) and subscribed before me this ___ day _____ of _____ , by

_____.

_____
Signature of Notary

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

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

VENDOR NAME City of Ocala FEIN# 59-6000392

VENDOR'S AUTHORIZED REPRESENTATIVE NAME AND TITLE
Ire J Bethea, Sr., City Council President

ADDRESS: 110 SE Watula Avenue

CITY, STATE, ZIP: Ocala, Florida 34471

PHONE NUMBER: 352-629-2489

EMAIL ADDRESS: Contracts@ocalafl.gov

CORPORATE SEAL (IF APPLICABLE)

Clear

Contract No. PO115

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 - 20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds $25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “debarred”, “suspended”, “ineligible”, “person”, “principal”, and “voluntarily excluded”, as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department’s contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed $25,000 in federal moneys, to submit a signed copy of this certification.
7. The Department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager’s contract file. Subcontractor’s certification must be kept at the provider’s business location.

CERTIFICATION

(1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.

(2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

_____ Signature

_____ Date

Ire J. Bethea Sr
Name (type or print)

City Council President
Title

File #: BR-2026-153 Agenda Item #: 6c.

Submitted By: Lafayetta Hodges / Susan Dobson

Presentation By: Michael Balken

Department: Police

FORMAL TITLE:
Budget Resolution 2026-153 to amend the Fiscal Year 2025-26 budget to accept and appropriate grant funds received from Lutheran Services Florida, Inc. Health Systems for the Ocala Police Department Chaplain Program in the amount of $99,779

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Ocala Police Department (OPD) is currently staffed by a full-time, compensated chaplain who provides crisis response, grief support, counseling, spiritual care, and wellness services to officers, staff, and their families. For the 2026-2026 funding cycle, the position was funded through Lutheran Services Florida, Inc. Health Systems.

FINDINGS AND CONCLUSIONS:
On July 6, 2026, the City of Ocala, through the Ocala Police Department, was awarded grant funding from Lutheran Services Florida, Inc. Health Systems in the amount of $99,779. This grant will continue to support the salary, benefits, and program-related operating costs of the full-time police chaplain dedicated to serving police officers, staff, and their families. This funding is effective July 1, 2026, through June 30, 2027.

FISCAL IMPACT:
Lutheran Services Florida, Inc., Health Systems will reimburse the City of Ocala based on invoices submitted quarterly. Funds will be applied to revenue account 001-337-000-000-09-33005. The expenditure accounts span several object codes in 001-051-861* (MUNIS contract #260819).

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

BUDGET RESOLUTION 2026-153

A RESOLUTION TO AMEND THE FISCAL YEAR 2025-26 BUDGET TO ACCEPT AND APPROPRIATE A CHAPLAIN PROGRAM GRANT FROM LUTHERAN SERVICES FLORIDA HEALTH SYSTEMS IN THE AMOUNT OF $99,779

WHEREAS, the Ocala Police Department recognizes the critical role of police chaplains in providing spiritual support, emotional care, and moral guidance to law enforcement officers, department staff, and their families; and

WHEREAS, the duties of the Police Chaplain include offering confidential counseling, conducting memorial and ceremonial services, responding to critical incidents, assisting with stress management, and supporting community engagement and outreach efforts; and

WHEREAS, on July 6, 2026, the Ocala Police Department was awarded grant funding through a purchase order agreement issued by Lutheran Services Florida, Inc., Health Systems, with an effective date of July 1, 2026, pending City Council approval, through June 30, 2027; and

WHEREAS, Lutheran Services Florida, Inc. Health Systems has allocated an amount not to exceed $99,779 to continue funding a full-time police chaplain position with benefits, without matching funds required from the City of Ocala.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the Fiscal Year 2025-26 budget be amended as outlined below to appropriate $99,779 for salaries and benefits.

SOURCE:		
001-337-000-000-07-33734	OPD Chaplain Program	$99,779
USE:		
001-051-861-521-52-12020	Salaries	$65,714
001-051-861-521-52-21010	FICA	$ 5,675
001-051-861-521-52-22012	Retirement	$ 5,915
001-051-861-521-52-23010	Health & Life Insurance	$15,970
001-051-861-521-52-23030	LTD	$ 190
001-051-861 -521-52-24010	Workers Comp	$ 1,272
001-051-861 -521-52-41010	Communication Services	$ 622
001-051-861 -521-52-47000	Printing & Binding	$ 500
001-051-861 -521-52-40010	Travel & Per Diem	$ 1,000
001-051-861 -521-52-55010	Training	$ 385
001-051-861 -521-52-52010	Operating Supplies	$ 2,170
001-051-861 -521-52-54010	Books, Pubs, Subsc, Memberships	$ 366

TOTAL	$99,779

This resolution adopted this _____ day of _____, 2026.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Ire J. Bethea Sr.
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

City of Ocala
Amendment 102

This amendment (the "Amendment") is made and entered into by and between Lutheran Services Florida, Inc. d/b/a LSF Health Systems ("LSF") and City of Ocala ("Contractor") to be effective July 1, 2026, or upon execution. Contractor and LSF may be referred to herein individually as a "party" or collectively as "the parties."

Whereas, LSF wishes to amend the purchase order agreement entered into between said parties on July 1, 2025, the purpose of this amendment is to replace the Purchase Order Agreement.

NOW THEREFORE, in consideration of the mutual covenants, and the mutual promises contained hereinafter, and in exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, as independent contractors, the parties agree as follows:

1. Capitalized terms herein shall be ascribed the meaning given by the Purchase Order Agreement. In the event of conflict between this Amendment and the Purchase Order Agreement, this Amendment shall control.

2. Purchase Order Agreement is replaced in its entirety with the Purchase Order Agreement revised July 1, 2026, incorporated herein. All prior purchase order agreements with reference to the same content are deleted.

Except as amended herein, the terms and conditions of the Agreement remain the same in full effect and authority.

The parties' authorized representatives have executed this Amendment with its purchase order agreement to be effective the 1st day of July 2026, or upon execution.

City of Ocala		**Lutheran Services Florida, Inc. d/b/a LSF Health Systems**	
Signature	Date	Signature	Date
Ire J. Bethea Sr	City Council President	Dr. Christine Cauffield	CEO
Printed Name	Title	Printed Name	Title

PURCHASE ORDER AGREEMENT

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

Effective and Ending Dates. The terms of this Agreement shall be effective July 1, 2026, or upon execution, and shall continue through June 30, 2027.

The award for this program will fund the Ocala Police Department's Chaplain Program.

Services to be Provided. The Contractor will employ a Police Chaplain to provide compassionate, holistic care to individuals facing emotional, spiritual, and personal challenges in both routine and crisis situations through ride-alongs and Ocala Police Department meetings, as specified in the **LSF approved Exhibit G – Submission of Information**. The Police Chaplain will assist in bridging the gap between the Ocala Police Department and the community by participating in outreach and ceremonial duties. The services and programs specified in this contract shall be available in the following county(ies): **Marion**.

Section 1. Financial Consideration

1.1. Award Amount

City of Ocala has been awarded an amount not to exceed **$99,779.00** for costs associated with administration of the services at its agency. Funding will be provided through OCA MHA00-CF - ME Mental Health Services & Support - Adult - Carry Forward. This award is subject to availability of funds from the Department of Children and Families (DCF) and/or the State of Florida.

1.2. Budget

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

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

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

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

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

1.3. Payment

This award shall be paid using a fee-for-service payment methodology, subject to the availability of funds. If funds are not available, LSF Health Systems shall promptly notify the Contractor. The Contractor shall comply with the terms of such methodology, as outlined below.

1.3.1 The total monthly payment amount shall not exceed the equal proportion of the approved budget amount according to the agreement period.

1.3.2 The Contractor shall submit monthly data to generate an invoice no later than the 8th calendar day following the month for which payment is being requested, in the form of person and non-person specific data with adequate supporting documentation and appropriate data on service utilization and individuals served, in accordance with the DCF Data System Guidelines;

1.3.2.1 The Contractor shall attest and certify as to each monthly data submission for invoicing that, at the time of submission, no other funding source was known for the included services. This attestation shall be submitted electronically by the 8th.

1.3.2.2 Allowable covered services within a bundled rate, as defined by the FASAMS Pamphlet 155-2, must be reported as the actual covered service (i.e. Case Management, Medical Services, etc.). This is also known as "encounter data".

1.3.3 Failure to submit properly complete and accurate invoice data shall prevent the authorization of payment;

1.3.4 Within ten (10) business days of receipt of properly completed invoice data from the Contractor, the Managing Entity, or designee, shall either approve the invoice for payment or notify the Contractor of any deficiencies that must be corrected by the Contractor;

1.3.5 Failure to submit the required documentation shall cause payment to be delayed until such documentation is received;

1.3.6 The Managing Entity shall make payment not more than thirty-five (35) days from the date eligibility for payment is determined, subject to the availability of funds from the Department;

1.3.7 The Contractor will be paid based upon the accepted data entered into the Managing Entity's reporting system.

1.3.8 Following the conclusion of each state fiscal year, the Contractor shall submit invoice data for the final invoice to the Managing Entity no later than July 31st.

1.3.9 The Managing Entity reserves the right to request additional documentation to support the payment of an invoice at any time.

1.3.10 The Network Service Provider must provide acceptable justification and/or correct data in the Managing Entity's reporting system for all "flagged" services appearing on the monthly invoice.

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

Section 2. Program Administration

2.1. Program requirements are as follows:

2.1.1 Service Tasks

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

2.2. Required Reporting

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

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

Section 3. Documentation

3.1. Cost

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

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

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

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

3.2. Services Rendered

3.2.1. The Contractor is required to submit monthly encounter data into the Managing Entity's data system no later than the eighth (8th) of each month following the month of when the services were rendered.

3.2.1.1. The Contractor agrees that the SAMH data system shall be the source for all data used to determine compliance with performance outcomes measures, understanding that the Contractor submits all data in the manner provided by Management Entity, and once validated by the Managing Entity, the Managing Entity then submits that data to FASAMS. Performance of the Contractor shall be monitored and tracked by the Managing Entity. The Managing Entity shall provide applicable technical assistance to the Contractor and initiate corrective actions, as required, and shall report to the Department on a quarterly basis.

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

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

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

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

Section 4. Miscellaneous

4.1. Employment Screening

4.1.1. As described in CFOP 60-25, Chapter 2 (implementing §110.1127, F.S.), as a condition of initial and continued employment, the Contractor shall ensure that all staff, whether employees or independent Contractors, funded through this agreement as reflected in Sections 1.1 and 1.2, are screened by the Department in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment screening standards in §435.04, 110.1127, and §39.001(2), F. S., including:

i. Employment history check,

ii. Fingerprinting for all criminal record checks,

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

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

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

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

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

Additional guidance regarding background screening is incorporated herein by reference and may be located at: https://www.myflfamilies.com/services/background-screening.

4.2. Representations

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

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

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

4.3. Terms and Conditions

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

4.4. Health Insurance Portability and Accountability Act

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

4.4.2. Business Associates

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

4.5. Insurance

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

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

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

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

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

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

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

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

4.5.9. All insurance policies, at all tiers, shall be provided by insurers licensed or eligible to do and that are doing business in the State of Florida. Each insurer must have a minimum rating of "A" by A. M. Best or an equivalent rating by a similar insurance rating firm and shall name the Managing

Entity and the Department as an additional insured under the policy or policies. The Contractor shall use its best good faith efforts to cause the insurers issuing all such general, automobile, and professional liability insurance to use a policy form with additional insured provisions naming both DCF and the ME as additional insured or a form of additional insured endorsement acceptable to ME in the reasonable exercise of its judgment. The ME reserves the right to require additional insurance. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor 's liability and obligations under this contract. Upon the ME's request, the Contractor shall furnish the ME with written verification supporting the existence of such insurance coverage.

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

4.6. Indemnification

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

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

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

4.6.4. LSF shall not be liable for any costs, expense, or compromise incurred or made by the Contractor in any legal action. The Contractor's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding LSF negligent shall excuse the Contractor of performance under this provision, in which case LSF shall have no obligation to reimburse the Contractor for costs of its defense. If the Contractor is an agency or subdivision of the State, its obligation of indemnify, defend and hold harmless LSF shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

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4.7. Governing Law and Compliance

4.7.1. Governing Law

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

4.7.2. Florida Regulatory Governance

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

4.7.3. Corporate Compliance

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

4.7.4. General Provisions

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

4.7.4.2. Severability

The illegality, unenforceability, or ineffectiveness of any provision of this Agreement shall not affect the legality, enforceability or effectiveness of any other provision of this Agreement. If any provision of this Agreement, or the application thereof shall, for any reason and to any extent, be deemed invalid or unenforceable, neither the remainder of this Agreement, nor the application of the provision to other persons, entities, or circumstances, nor any other instrument referred to in this Agreement shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

4.9.5 Authority to Bind

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

4.9.6 Typewritten or Handwritten Provisions

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

4.9.7 Counterparts: Facsimile Execution and Captions

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

4.9.8 Entire Agreement

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

4.9.9 Cancelation of Agreement

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

The parties' authorized representatives have executed this nineteen-page Agreement to be effective this 1st day of July 2026, or upon execution.

City of Ocala	**Lutheran Services Florida, Inc. d/b/a LSF Health Systems**
Signature Date	Signature Date
Ire J. Bethea Sr City Council President	Dr. Christine Cauffield CEO
Printed Name Title	Printed Name Title

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

Federal Tax ID # (or SSN): 59-6000392 Contractor FY Ending Date: 09/30

ATTACHMENT IV

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

Section 1. Definitions

1.1 Catch-all definitions:

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

1.2 Specific definitions:

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

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

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

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

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. Permitted Uses and Disclosures by Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. Termination

5.1 Termination for Cause

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

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

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

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

5.2 Obligations of Business Associate Upon Termination

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

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

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

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

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

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

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

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

Section 6. Miscellaneous

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

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

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

LSF HEALTH SYSTEMS
MENTAL HEALTH AND SUBSTANCE ABUSE
COVERED SERVICE RATES BY PROGRAM

EXHIBIT F2

Provider Name: City of Ocala | Effective: 7/1/2026 | Amend. #: 102
Contract No.: PO115 | Retroactive to:

Covered Service/Project Code	Unit of Measurement	Program 1 - Adult Mental Health	Program 2 - Adult Substance Abuse	Program 3 - Children's Mental Health	Program 4 - Children's Substance Abuse
01 Assessment	Direct Staff Hour				
02 Case Management	Direct Staff Hour				
02 Case Management [Forensic]	Forensic Direct Staff Hour				
03 Crisis Stabilization	Bed-Day				
04 Crisis Support/Emergency	Direct Staff Hour	$63.14			
05 Day Care	Direct Staff Hour (4 hour)				
06 Day Treatment	Direct Staff Hour (4 hour)				
07 Drop-In/Self Help Ctr.	Non-Direct Staff Hour				
08 In-Home & Onsite	Direct Staff Hour				
09 Inpatient	Day (24 hour)				
10 Intensive Case Mgmt.	Direct Staff Hour				
11 Intervention (Indiv.)	Direct Staff Hour				
11 Intervention (Indiv.) [FSPT]	FSPT Direct Staff Hour				
12 Medical Services	Direct Staff Hour				
13 Medication-Assisted Tx;	Dosage				
14 Outpatient (Indiv.)	Direct Staff Hour				
15 Outreach	Non-Direct Staff Hour				
18 Residential I	Day (24 hour)				
18 Residential I [Forensic]	Forensic Day (24 hour)				
19 Residential II	Day (24 hour)				
19 Residential II [Forensic]	Forensic Day (24 hour)				
19 Residential II [PIL]	PIL Day (24 hour)				
19 Residential II [STGC]	STGC Day (24 hour)				
20 Residential III	Day (24 hour)				
20 Residential III [Forensic]	Forensic Day (24 hour)				
21 Residential IV	Day (24 hour)				
21 Residential IV [Forensic]	forensic Day (24 hour)				
22 Respite Services	Direct Staff Hour				
24 Inpatient Detoxification	Bed-Day				
25 Supported Employment	Direct Staff Hour				
26 Supportive Housing/Living	Direct Staff Hour				

LSF HEALTH SYSTEMS
MENTAL HEALTH AND SUBSTANCE ABUSE
COVERED SERVICE RATES BY PROGRAM

EXHIBIT F2

Provider Name: City of Ocala | Effective: 7/1/2026 | Amend. #: 102
Contract No.: PO115 | Retroactive to:

Covered Service/Project Code	Unit of Measurement	Program 1 - Adult Mental Health	Program 2 - Adult Substance Abuse	Program 3 - Children's Mental Health	Program 4 - Children's Substance Abuse
27 TASC	Direct Staff Hour				
28 Incidental Expenses	Dollar Spent				
28 Incidental Expenses [FSPT]	FSPT Dollar Spent				
28 Incidental Expenses [Uncontracted]	Dollar Spent				
29 Aftercare (Indiv.)	Direct Staff Hour				
30 Information and Referral	Direct Staff Hour				
30 Information and Referral [FSPT]	FSPT Direct Staff Hour				
32 Outpatient Detoxification	Direct Staff Hour (4 hour)				
35 Outpatient (Group)	Direct Staff Hour				
36 R&B with Sup. I	Day (24 hour)				
37 R&B with Sup. II	Day (24 hour)				
37 R&B with Sup. II [PIL]	PIL Day (24 hour)				
37 R&B with Sup. II [PIL - Enhanced Rate]	PIL Enhanced Day (24 hour)				
37 R&B with Sup. II [STGC]	STGC Day (24 hour)				
37 R&B with Sup. II [STGC - B]	STGC - B Day (24 hour)				
37 R&B with Sup. II [STGC - B Enhanced Rate]	STGC - B Enhanced Day (24 hour)				
37 R&B with Sup. II [STGC - L]	STGC - L Day (24 hour)				
37 R&B with Sup. II [STGC - L Enhanced Rate]	STGC - L Enhanced Day (24 hour)				
37 R&B with Sup. II [STGC - N]	STGC - N Day (24 hour)				
37 R&B with Sup. II [STGC - N Enhanced Rate]	STGC - N Enhanced Day (24 hour)				
37 R&B with Sup. II [OTPR]	OTPR Day (24 hour)				
38 R&B with Sup. III	Day (24 hour)				
39 Short-term Residential	Bed-Day				
40 MH Clubhouse	Direct Staff Hour				
42 Intervention (Group)	Direct Staff Hour				
42 Intervention (Group) [FSPT]	FSPT Direct Staff Hour				
43 Aftercare (Group)	Direct Staff Hour				
44 Comprehensive Community Service Team (Indiv.)	Direct Staff Hour				
45 Comprehensive Community Service Team (Group)	Direct Staff Hour				
46 Recovery Support (Indiv.)	Direct Staff Hour				
47 Recovery Support (Group)	Direct Staff Hour				

LSF HEALTH SYSTEMS
MENTAL HEALTH AND SUBSTANCE ABUSE
COVERED SERVICE RATES BY PROGRAM

EXHIBIT F2

Provider Name: City of Ocala | Effective: 7/1/2026 | Amend. #: 102
Contract No.: PO115 | Retroactive to:

Covered Service/Project Code	Unit of Measurement	Program 1 - Adult Mental Health	Program 2 - Adult Substance Abuse	Program 3 - Children's Mental Health	Program 4 - Children's Substance Abuse
48 Prevention – Indicated	Direct Staff Hour				
49 Prevention – Selective	Non-Direct Staff Hour				
50 Prevention – Universal Direct	Non-Direct Staff Hour				
51 Prevention – Universal Indirect	Non-Direct Staff Hour				
52 Care Coordination	Direct Staff Hour				
53 HIV Early Intervention Services	Direct Staff Hour				
54 Room and Board with Supervision Level IV	Day (24 hour)				
A0 Forensic Multidisciplinary Team [Weekly]	Weekly Census Rate per client				
A1 BNET	Monthly Census Rate per client				
A2 FIT Team	Monthly Census Rate per client				
A3 Central Receiving System [Assessment - Enhanced Rate]	Direct Staff Hour				
A3 Central Receiving System [Medical Services - Enhanced Rate]	Direct Staff Hour				
A3 Central Receiving System [Outpatient Indv. - Enhanced Rate]	Direct Staff Hour				
A4 Care Coordination [Supportive Housing/Living - Monthly]	Monthly Census Rate per client				
A5 First Episode Team	Monthly Census Rate per client				
A6 Self-Directed Care	Monthly Census Rate per client				
A7 Federal Project Grant	Monthly Fixed Rate				
A7 Federal Project Grant [MAT - Buprenorphine]	Dosage				
A7 Federal Project Grant [MAT - Weekly Methadone]	Weekly Census Rate per client				
A7 Federal Project Grant [MAT - Weekly]	Weekly Census Rate per client				
A7 Federal Project Grant [MAT - Weekly Buprenorphine]	Weekly Census Rate per client				
A7 Federal Project Grant [MAT - Multiple Tablets Dispensed]	Dosage				
A7 Federal Project Grant [MAT - Sublocade]	Sublocade Dosage				
A7 Federal Project Grant [MAT - Brixadi - Weekly]	Brixadi Dosage				
A7 Federal Project Grant [MAT - Brixadi - Monthly]	Brixadi Dosage				
A7 Federal Project Grant [Enhanced CSE Rate]	Direct Staff Hour				
A8 Local Diversion Forensic Project	Daily Bed Availability Rate				
A9 Disaster Behavioral Health	Monthly Fixed Rate				
B1 Network Eval. & Dvlpmt.	Dollar Spent				
B2 Transition Voucher [Supportive Housing/Living - Monthly]	Monthly Census Rate per client				
B3 Cost Reimbursement	Dollar Spent				

LSF HEALTH SYSTEMS
MENTAL HEALTH AND SUBSTANCE ABUSE
COVERED SERVICE RATES BY PROGRAM

EXHIBIT F2

Provider Name: City of Ocala | Effective: 7/1/2026 | Amend. #: 102
Contract No.: PO115 | Retroactive to:

Covered Service/Project Code	Unit of Measurement	Program 1 - Adult Mental Health	Program 2 - Adult Substance Abuse	Program 3 - Children's Mental Health	Program 4 - Children's Substance Abuse
B4 CAT Team	Monthly Census Rate per client				
B5 FACT Team	Weekly Census Rate per client				
B6 Provider Proviso Projects	Monthly Fixed Rate				
B6 Provider Proviso Projects [Transitional Beds]	Daily Bed Availability Rate				
B7 Wraparound	Monthly Fixed Rate				
B7 Wraparound Projects [Case Management - Wraparound Clients]	Daily Rate per client served				
B8 FFPSA Training Projects	Monthly Fixed Rate				
B9 Intermediate Level FACT (FACT-I) Teams	Weekly Census Rate per client				
C0 Other Bundled Projects	Monthly Fixed Rate				
C0 Other Bundled Projects [MAT - Weekly]	Weekly Census Rate per client				
C0 Other Bundled Projects [Drop-In/Self Help Centers - Daily]	Day (24 hour)				
C0 Other Bundled Projects [RTH]	Daily Bed Availability Rate				
C0 Other Bundled Projects [Residential Enhanced Rate]	Day (24 hour)				
C0 Other Bundled Projects [MAT - Brixadi - Weekly]	Brixadi Dosage				
C0 Other Bundled Projects [MAT - Brixadi - Monthly]	Brixadi Dosage				
C0 Other Bundled Projects [MAT - Duval]	Dosage				
C0 Other Bundled Projects [MAT - Multiple Tablets Dispensed]	Dosage				
C0 Other Bundled Projects [MAT – Sublocade]	Sublocade Dosage				
C0 Other Bundled Projects [MAT - Buprenorphine]	Dosage				
C0 Other Bundled Projects [Supportive Housing/Living]	Monthly Bundled Rate				
C1 Sustainability Payment for Emergency Response	Monthly Fixed Rate				
C2 Community Action Treatment (CAT) Teams for Ages 0-10	Monthly Census Rate per client				
C3 Family Well-Being Treatment Teams	Monthly Census Rate per client				

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND

COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature	Date
Ire J. Bethea Sr., City Council President	PO115
Name of Authorized Individual	Application or Contract Number
City of Ocala	
Name of Organization	
110 SE Watula, Avenue, Ocala, FL 34471	
Address of Organization	

Docusign Envelope ID: E9D6959E-A4A7-822F-8212-614D27126353

HEALTH SYSTEMS

Submission of Information

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

Docusign Envelope ID: E9D6959E-A4A7-822F-8212-614D27126353

Introduction

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

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

LSFHS uses the Submission of Information process for the following:

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

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

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

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Funding Request Form

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

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

Ocala Police Department, 402 South Pine Avenue, Ocala, Florida 34471

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

LaFayetta Hodges, lhodges@ocalapd.gov, 352-369-7085

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

The Ocala Police Department is requesting support for its Police Chaplain Program, which provides emotional, spiritual, and wellness-focused assistance to sworn officers, civilian staff, and their families. The program supports personnel during critical incidents, high-stress calls, traumatic events, and personal hardships. Chaplains also assist with community-facing situations such as death notifications, crisis response, and moments when residents need compassionate support. This request directly strengthens the department's internal wellness efforts and enhances its ability to respond to community needs with care and professionalism.

The program serves the City of Ocala, located within Marion County, with a population of 70,251 residents. While the primary beneficiaries are Ocala Police Department employees and their families, the broader community is also impacted through improved officer well-being, enhanced crisis response, and increased access to supportive services during emotionally difficult events. By investing in the Chaplain Program, the department can better meet the needs of both its workforce and the residents it serves.

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

The Chaplain Program is currently supported entirely by volunteers who provide pastoral care, counseling, and spiritual support as their schedules allow. While their service has been invaluable, relying solely on volunteer availability creates gaps in coverage, especially during critical incidents or periods of high demand. To ensure consistent, reliable support for department personnel and community members, the Ocala Police Department is seeking funding to establish a full-time Chaplain position.

The total annual request is $99,779, which includes an updated salary of $65,714 with a 3 percent cost-of-living adjustment, benefits totaling $27,022, travel funds of $1,385 for required professional development, and $5,658 in operating expenses to support essential communication tools, office needs, and chaplaincy certifications. The department has full capacity to manage and expend these funds in accordance with city procurement policies, and any costs beyond the grant allocation will be covered by the City to ensure uninterrupted service.

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

Without additional funding to hire a full-time chaplain, the Ocala Police Department will be required to continue operating the Chaplain Program on a volunteer-only basis. While our volunteers provide meaningful support, relying solely on their availability limits our ability to deliver consistent, professional, and comprehensive care to personnel and community members during critical incidents.

This volunteer-driven model creates unavoidable gaps in coverage and reduces continuity of service, especially as the demand for chaplaincy support continues to grow. Without a funded full-time position to provide steady leadership, training, and oversight, the department will not be able to expand or strengthen services beyond the current limited capacity. The population previously served will continue receiving support, but it will remain dependent on volunteer availability rather than a reliable, dedicated chaplain.

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

N/A

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

The Ocala Police Department has established strong expertise in providing chaplaincy support to its workforce and the community. Through the Chaplain Program, the department has consistently delivered compassionate guidance, confidential support, and steady assistance during emotionally difficult situations. Our chaplain has supported employees through stress, grief, and critical incidents, promoted mental and emotional wellness across the agency, and assisted community members during crises. This experience demonstrates the department's ability to deliver effective, meaningful chaplaincy services to the population that will be impacted by the proposed change.

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

The changes outlined in this request are intended to continue beyond the current fiscal year and into subsequent years, assuming an ongoing contractual relationship with LSF Health Systems. Establishing a full-time Chaplain is a long-term programmatic need, not a temporary adjustment, and continued funding will allow the department to maintain consistent support for employees and the community. Sustaining this position ensures stability, continuity of care, and the ongoing delivery of essential chaplaincy services.

9. Define and describe the Program Goals.

The goal of the Chaplain Program is to provide compassionate, holistic support to individuals experiencing emotional, spiritual, or personal challenges. The program is designed to strengthen the well-being of Ocala Police Department personnel and the community by offering confidential support, guidance during difficult events, and resources that promote resilience. Through consistent presence and trained intervention, the program aims to help individuals navigate stress, trauma, and crisis while fostering a supportive environment that encourages stability, healing, and overall wellness.

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

The program will measure Improved Spiritual Comfort through brief post-interaction surveys or interviews. These tools will capture whether individuals feel increased peace, comfort, or emotional relief after meeting with the chaplain. Feedback will be documented and reviewed to track impact and guide program improvements.

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

The Ocala Police Department collects chaplaincy data through its structured Chaplain's Monthly Report, which documents all activities, including counseling sessions, ride-a-longs, training, and department engagement. For example, the April report records "Private counseling Sessions – 10" and "Ride-a-longs Completed – 18 (for a total of 67 hours)." This system provides consistent, auditable data, and the department has full capacity to compile and report this information for program monitoring and evaluation.

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

The Ocala Police Department has strong business administration capacity supported by a dedicated Human Resources team of three full-time professionals who manage recruitment, onboarding, performance management, and employee relations. In addition, the department maintains its own in-house fiscal team that oversees payroll processing, financial tracking, and grant-related expenditures. As a department under the City of Ocala, benefits administration and broader financial oversight are supported through the City's centralized systems, ensuring accuracy, compliance, and consistent adherence to all applicable regulations.

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

Yes. Our organization conducts Level 2 Background Screenings through the DCF Clearinghouse as required. For the prior contract, we ensured our chaplain completed the appropriate DCF-level screening (Mental Health/Substance Abuse). The screening was processed through Accurate and successfully completed on March 9, 2026, and is valid for five years. We remain fully willing and able to complete all required Level 2 screenings for continued compliance with LSF Health Systems.

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

_____ _____

Signature of Organization's CEO **Date**

DocuSigned by:
Peter Lee City Manager 6/8/2026
5BB28E162F2E4C2...

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

Certificate Of Completion

Envelope Id: E9D6959E-A4A7-822F-8212-614D27126353
Subject: SIGNATURE - 2026 OPD Chaplain Grant Application
Source Envelope:
Document Pages: 8
Certificate Pages: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 1
Initials: 0

Status: Completed

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
6/8/2026 1:36:48 PM
Security Appliance Status: Connected

Holder: Patricia Lewis
plewis@ocalafl.org
Pool: StateLocal

Location: DocuSign

Signer Events	Signature	Timestamp
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.241.120 Signed using mobile	Sent: 6/8/2026 1:38:17 PM Viewed: 6/8/2026 3:23:59 PM Signed: 6/8/2026 3:24:08 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/8/2026 1:38:17 PM
Certified Delivered	Security Checked	6/8/2026 3:23:59 PM
Signing Complete	Security Checked	6/8/2026 3:24:08 PM
Completed	Security Checked	6/8/2026 3:24:08 PM

Payment Events	Status	Timestamps

Florida Department of Children and Families

Employment Screening Affidavit

CONTRACT NO.: PO115 **DATED** _____

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

VENDOR NAME: City of Ocala
(Print Name)

BY: _____ DATE: 7/7/2022
SIGNATURE OF AUTHORIZED REPRESENTATIVE

REPRESENTATIVE'S NAME/TITLE: Ire J Bethea, Sr., City Council President
(Print Name/Title)

STATE OF Florida
COUNTY OF Marion

Sworn to (or affirmed) and subscribed before me this ___ day _____ of _____ , by

_____.

_____
Signature of Notary

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

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

VENDOR NAME City of Ocala FEIN# 59-6000392

VENDOR'S AUTHORIZED REPRESENTATIVE NAME AND TITLE
Ire J Bethea, Sr., City Council President

ADDRESS: 110 SE Watula Avenue

CITY, STATE, ZIP: Ocala, Florida 34471

PHONE NUMBER: 352-629-2489

EMAIL ADDRESS: Contracts@ocalafl.gov

CORPORATE SEAL (IF APPLICABLE)

Clear

Contract No. PO115

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 - 20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds $25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “debarred”, “suspended”, “ineligible”, “person”, “principal”, and “voluntarily excluded”, as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department’s contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed $25,000 in federal moneys, to submit a signed copy of this certification.
7. The Department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager’s contract file. Subcontractor’s certification must be kept at the provider’s business location.

CERTIFICATION

(1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.

(2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

_____ _____
Signature Date

Ire J. Bethea Sr City Council President
Name (type or print) Title

File #: 2026-1697 Agenda Item #: 6d.

Submitted By: Greg Vandeventer

Presentation By: Greg Vandeventer

Department: Recreation and Parks

FORMAL TITLE:
First one-year renewal of contract for Supply and Delivery of Engineering Wood Fiber Services with Kempfer Sawmill, Inc., in an amount not to exceed $97,350

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
After a competitive solicitation, City Council approved the award of Contract No. REC/240381 to Kempfer Sawmill, Inc. (Kempfer) for engineering wood fiber services on an as-needed basis for playground safety. This agreement is for an initial two-year term, from September 4, 2024, through September 3, 2026, and includes two optional one-year renewal terms.

FINDINGS AND CONCLUSIONS:
Engineering wood fiber meets the fall-zone impact attenuation requirements established in ASTM F2075 for playground safety surfacing. Compliance with this standard ensures the material provides appropriate protection in designated play areas and meets the City's safety specifications.

Kempfer has satisfactorily met all performance requirements for the supply and delivery of engineering wood fiber under City of Ocala contract REC/240381 during the initial contract term.

Per the terms of the contract, Kempfer may request a price increase not to exceed 3% of the original term pricing based on the CPI or other documentation supporting the adjustment. Kempfer has requested a 1% increase, from $29.50 to $29.81 per cubic yard, due to increased fuel costs during the initial contract term.

The First Amendment to Agreement for Supply and Delivery of Engineering Wood Fiber Services - As Needed will renew the agreement from September 4, 2026, through September 3, 2027.

The Recreation and Parks Department recommends approval of the first of the two renewal options.

FISCAL IMPACT:
The contract for engineering wood fiber has an annual fiscal impact not to exceed $97,350. Engineering wood fiber materials are budgeted in the Recreation and Parks Department budget (001-021-120-572-57-46010).

Based on usage during the first two years of the contract, staff does not anticipate that the unit price increase will necessitate raising the ceiling on the annual contract expenditure. Accordingly, the annual not-to-exceed contract amount remains unchanged from prior years.

PROCUREMENT REVIEW:
These goods and services were procured in compliance with the City's procurement policy.

LEGAL REVIEW:
This Agreement has been reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

FIRST AMENDMENT TO AGREEMENT FOR SUPPLY AND DELIVERY OF ENGINEERING WOOD FIBER SERVICES-AS NEEDED

THIS FIRST AMENDMENT TO AGREEMENT FOR SUPPLY AND DELIVERY OF ENGINEERING WOOD FIBER SERVICES-AS NEEDED ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **KEMPFER SAWMILL, INC.,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-2436470) ("Vendor").

WHEREAS, on September 8, 2024, City and Vendor entered into an Agreement for Supply and Delivery of Engineering Wood Fiber Services – As Needed (the "Original Agreement"), City of Ocala Contract No.: REC/240381, for a term beginning September 4, 2024, and ending September 3, 2026; and

WHEREAS, City and Vendor now wish to extend the Original Agreement for the first of two (2) available additional one-year periods.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS**. City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one (1) year term beginning on **SEPTEMBER 4, 2026,** and terminating **SEPTEMBER 3, 2027**. Thereafter, this Agreement may be renewed by written consent between City and Vendor for **ONE** additional **ONE-YEAR** term.
4. **COMPENSATION.** City shall pay Vendor a price not to exceed **NINETY-SEVEN THOUSAND THREE HUNDRED FIFTY AND NO/100 DOLLARS ($97,350)** (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory provision of products and services in accordance with the frequency detailed in Exhibit A – Scope of Work and the pricing schedule below.

Item	Description	UOM	Price
1	Wood Fiber	Cubic Yard	$29.81

5. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:	Kempfer Sawmill, Inc. Attention: Trish Rainwater 6254 Kempfer Road Saint Cloud, Florida 34773 Phone: 407-892-1169 E-mail: kempfer@kempfercattle.com
If to City of Ocala:	Jameel Barnes, Director City of Ocala, Procurement & Contracting Department 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
8. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this First Amendment on _____.

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Ire J. Bethea Sr.
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

KEMPFER SAWMILL, INC.

_____

By: _____
(Printed Name)

Title: _____
(Title)

Docusign Envelope ID: 0F157F5E-7298-4D94-9CA3-636E9A63A1B0

AGREEMENT FOR SUPPLY AND DELIVERY OF ENGINEERING WOOD FIBER SERVICES-AS NEEDED

THIS AGREEMENT FOR SUPPLY AND DELIVERY OF ENGINEERING WOOD FIBER SERVICES-AS NEEDED ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **KEMPFER SAWMILL, INC** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-2436470) ("Vendor").

WHEREAS, on February 15, 2024, City issued an Invitation to Bid for the provision of supply and delivery of engineering wood fiber services on an as-needed basis, No.: REC/240381 (the "Solicitation"); and

WHEREAS, one (1) firm responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, Kempfer Sawmill, Inc., was chosen as the intended awardee to provide supply and delivery of engineering wood fiber services on an-as needed basis; (the "Project"); and

WHEREAS, Vendor certifies that Vendor is qualified and possesses the required experience and licensure.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS**. City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Vendor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

   Exhibit A: Scope of Work (A-1 through A-2)

3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and **Exhibit B – Price Proposal.** The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Vendor an amount no greater than **ONE HUNDRED NINETY-FOUR THOUSAND, SEVEN HUNDRED AND NO/100 DOLLARS ($194,700)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the frequency detailed in **Exhibit A – Scope of Work** and the pricing schedule below.

Item	Description	UOM	Price
1	Wood Fiber	Cubic Yard	$29.50

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A. **PRICE ADJUSTMENTS.** Prices offered shall remain firm for the initial contract term. Requests for price adjustments may be submitted, in writing, **no later than NINETY (90) DAYS** prior to the expiration of the prior term and must include proper CPI justification or other documentation supporting the adjustment. The City will review the submitted request for price adjustment and render a decision, in its sole discretion, as to whether it is in the best interest of the City to adjust the pricing on the awarded goods or services or reject the adjusted pricing and issue a competitive solicitation. In any event, price increases for renewal terms shall be subject to a maximum negotiated increase of **no more than THREE PERCENT (3%)** annually unless there are mitigating market conditions. The City is under no obligation to renew the contract for an additional term or to accept Vendor's proposed price increases. Vendor must receive written notification from the City confirming that the City has accepted the new prices prior to processing any orders at the new cost. Any orders issued by the City prior to formal approval of a price increase shall not be modified. Any payment of the adjusted price by City does not constitute acceptance of new pricing. Vendors are expected to pass along to the City any and all decreases in pricing on products and services or to keep pricing constant when market conditions warrant no such increases.

B. **Invoice Submission**. All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor will invoice at least once a month. The City shall provide Vendor with a cover sheet, which must be filled out correctly and submitted with each invoice. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Department of Recreation and Parks** Attn: **Jeff Kerley** Address: **1307 NW 4th Avenue, Ocala, FL 34475**, E-Mail: jkerley@ocalafl.gov.

C. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

D. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.

E. **Excess Funds**. If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

F. **Amounts Due to the City**. Vendor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

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G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

6. **TERM OF AGREEMENT**. This Agreement shall become effective and commence on **SEPTEMBER 4 , 2024** and continue in effect for a term of **TWO (2) YEARS**, through and including **SEPTEMBER 3, 2026** (the "Term"). This Agreement may be renewed for **TWO (2)** optional **ONE (1) YEAR** periods by written consent between City and Vendor.

7. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

8. **INSPECTION AND ACCEPTANCE OF THE WORK**. Vendor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Vendor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.

   A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Bid. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

   B. Neither the Project Manager's review of Vendor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Vendor's furnishing and performing the work.

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9. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

      (1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

      (2) Vendor provides material that does not meet the specifications of the Agreement;

      (3) Vendor fails to complete the work required within the time stipulated in the Agreement; or

      (4) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

   B. **Vendor's Opportunity to Cure Default**. City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

   C. **City's Remedies Upon Vendor Default**. In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

      (1) City shall be entitled to terminate this Agreement without further notice;

      (2) City shall be entitled to hire another Vendor to complete the required work in accordance with the needs of City;

      (3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and

      (4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; or (ii) any other remedy as provided by law.

   D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this

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Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.

10. **DELAYS AND DAMAGES.** The Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Vendor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

11. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.

12. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

13. **VENDOR REPRESENTATIONS**. Vendor expressly represents that:

A. Vendor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.

B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.

C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

D. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, Vendors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1)

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may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) 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.

14. **VENDOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:

    A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

    B. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.

    C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

    D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.

    E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.

15. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

16. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Vendor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work. City will provide adequate venue space for launch site. City will provide security as needed for set up, execution, and breakdown of show.

17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Vendor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Vendor does not own vehicles, Vendor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Vendor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

18. **GENERAL LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

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A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and

B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.

C. Policy must include coverage for contractual liability and independent contractors.

D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Vendor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Vendor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Vendor shall waive and shall ensure that Vendor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Vendor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver**.

20. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting Vendor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractors, or for anyone whose negligent act(s) Vendor may be liable.

B. No insurance shall be provided by the City for Vendor under this Agreement and Vendor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. Certificates of Insurance. No work shall be commenced by Vendor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Vendor shall provide evidence of**

insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov. Vendor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. City as Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.

E. Notice of Cancellation of Insurance. Vendor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Vendor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. Severability of Interests. Vendor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

21. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons that may be affected thereby;

B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose

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acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

22. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

23. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any vendor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

24. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Vendor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Vendor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Vendor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

25. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.

26. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.

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27. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

28. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

29. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:

    A. Keep and maintain public records required by the public agency to perform the service.

    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Vendor does not transfer the records to the public agency.

    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

30. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of

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the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

31. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

32. **E-VERIFY.** Pursuant to section 448.095, Vendor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Vendor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Vendor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Vendor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Vendor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Vendor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

33. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

34. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

35. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

36. **INDEMNITY.** Vendor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.

37. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all

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performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

38. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:	Kempfer Sawmill, Inc. Attention: Trish Rainwater 6254 Kempfer Road Saint Cloud, Florida 34773 Phone: 407-892-1169 E-mail: kempfer@kempfercattle.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

39. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

40. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND

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NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

41. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the State of Florida.

42. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

43. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

44. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

45. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

46. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

47. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

48. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

49. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

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50. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

51. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on 9/8/2024.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Barry Mansfield
550E4A5AC2B44F7...

Barry Mansfield
City Council President

Approved as to form and legality:

DocuSigned by:
William E. Sexton
907DCFC4E86E429...

William E. Sexton, Esq.
City Attorney

KEMPFER SAWMILL, INC.

DocuSigned by:
Trish Rainwater
814E5048382647D...

By: Trish Rainwater
(Printed Name)

Title: Office Manager
(Title of Authorized Signatory)

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BACKGROUND

Contractor shall supply and deliver engineered wood fiber on an as-needed basis. This service will be supporting the Recreation & Parks Department of the City of Ocala.

Specifications

Material shall be a natural wood color, no longer than four inches (4"), and must be free of debris (leaves, sticks, etc.). The material must be ADA-certified for handicap accessibility.

DELIVERY

1. Supplies shall be delivered or shipped to Recreation & Parks Operation, 1307 NW 4th Avenue, Ocala, FL 34475.
2. Scheduling of all deliveries shall be coordinated with the City Project Manager, Jeff Kerley.
3. Delivery shall be made within **ten (10**) calendar days of order placement. All pricing shall include delivery costs and fuel surcharges.

WRITTEN QUOTES

1. Contractor shall submit a detailed written estimate of the proposed services before any work is performed by Contractor. Written quotes shall be submitted within **three (3)** days of the initial request by the City. Contractor shall submit an itemized not-to-exceed price, giving a full description of the project for each project covered by this contract.
2. Written quotes shall list the location name and address. The project estimate shall list every item per bid specifications, i.e., items and quantity, and all hardware items used. Each quote shall be submitted to the City Project Manager by email with a clear sketch or drawing (if applicable).

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor shall utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. The Contractor shall provide an assigned Project Manager, who will be the primary point of contact. The Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. City and Contractor must each be promptly notified by the other of any complaints received.
4. Contractor employees must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. Contractor will operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.

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7. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must display a visible company name/logo on the outside of the vehicle.

DocuSign

Certificate Of Completion

Envelope Id: 0F157F5E72984D949CA3636E9A63A1B0
Status: Completed
Subject: SIGNATURE - Agreement for Supply and Delivery of Engineering Wood Fiber (REC/240381)
Source Envelope:
Document Pages: 16
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
9/4/2024 4:59:44 PM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: DocuSign

Signer Events	Signature	Timestamp
Trish Rainwater kempfer@kempfercattle.com Office Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Trish Rainwater 814E50483826470... Signature Adoption: Pre-selected Style Using IP Address: 50.30.57.114	Sent: 9/4/2024 5:01:29 PM Resent: 9/4/2024 5:02:14 PM Viewed: 9/5/2024 8:18:52 AM Signed: 9/6/2024 1:24:46 PM
Electronic Record and Signature Disclosure: Accepted: 9/5/2024 8:18:51 AM ID: 2bbc338c-6ced-4610-b010-cf454687b433		
William E. Sexton wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: William E. Sexton B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 9/6/2024 1:24:48 PM Viewed: 9/6/2024 1:37:49 PM Signed: 9/6/2024 1:38:24 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Barry Mansfield bmansfield@ocalafl.org Council President City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Barry Mansfield 550E4A5AC2B44F7... Signature Adoption: Pre-selected Style Using IP Address: 174.228.168.142 Signed using mobile	Sent: 9/6/2024 1:38:26 PM Viewed: 9/8/2024 1:18:27 PM Signed: 9/8/2024 1:18:54 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 9/8/2024 1:18:55 PM Viewed: 9/9/2024 8:54:04 AM Signed: 9/9/2024 8:54:29 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 9/9/2024 8:54:03 AM ID: d02edd03-d98b-49c6-9e8d-e0f1c1324d4e		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/4/2024 5:01:29 PM
Envelope Updated	Security Checked	9/4/2024 5:02:14 PM
Certified Delivered	Security Checked	9/9/2024 8:54:04 AM
Signing Complete	Security Checked	9/9/2024 8:54:29 AM
Completed	Security Checked	9/9/2024 8:54:29 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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Item Details

File Number: 2024-1986

ID #:	2024-1986	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	10	**In Control:**	City Council
				File Created:	08/08/2024
Presented By: :				**Final Action:**	09/03/2024

rmal Title: Approve contract award to Kempfer Sawmill, Inc. for the supply and delivery of engineered wood fiber with an aggregate expenditure amount not to exceed $194,700

Internal Notes:

		Target Meeting:	09/03/2024
		Agenda Number:	10d.
Sponsors:		**Enactment Date:**	
Attachments:	FOR COUNCIL- Supply and Delivery of Engineering Wood Fiber (REC 240381), BID TABULATION (14)	**Enactment Number:**	
:ommendation:		**Hearing Date:**	
Entered by:	wcayro@ocalafl.gov	**Effective Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	8/12/2024	Michele Bond	Approve	8/12/2024
1	2	8/21/2024	Julie Johnson	Approve	8/14/2024
1	3	8/23/2024	Jeannine Robbins	Approve	8/23/2024
1	4	8/23/2024	Tammi Haslam	Approve	8/27/2024
Notes:	changed amount in title and throughout to reflect total contract amount instead of annual amount				
1	5	8/23/2024	Shay Roberts	Approve	8/27/2024
1	6	8/26/2024	Patricia Lewis	Approve	8/27/2024
1	7	8/26/2024	Daphne Robinson	Approve	8/28/2024
Notes:	Updated Council Report.				
1	8	8/27/2024	Ken Whitehead	Approve	8/28/2024
1	9	8/27/2024	Peter Lee	Approve	8/29/2024

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/03/2024	Approved				Pass

Action Text:

Text of Legislative File 2024-1986

Submitted By: Julie Johnson
Presentation By: Bill Rodriguez
Department: Recreation and Parks

STAFF RECOMMENDATION (Motion Ready):
Approve contract award to Kempfer Sawmill, Inc. for the supply and delivery of engineered wood fiber with an aggregate expenditure amount not to exceed $194,700

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
Invitation to Bid to public: February 15, 2024

BACKGROUND:
The Recreation and Parks Department maintains twenty-six playgrounds for the City of Ocala. All playgrounds require safety surfacing in fall zones. Engineered wood fiber is an approved safety material for playground fall zones and meets the Americans with Disabilities Act accessibility requirements.

FINDINGS AND CONCLUSIONS:
On February 15, 2024, the City of Ocala issued ITB# REC/240381 for the supply and delivery of engineered wood fiber on an as needed basis. One firm responded and Kempfer Sawmill, Inc., was found to be a responsible bidder meeting all requirements of the solicitation:

Bidder Location Bid Amount
Kempfer Sawmill, Inc. Saint Cloud, FL $97,350

Staff recommends approval of the award of a two-year contract with Kempfer Sawmill, Inc., with two optional one-year renewal terms. Annual expenditures under the contract are anticipated to be $97,350. Staff has bench-marked this pricing.

FISCAL IMPACT:
The contract for the supply and delivery of engineered wood fiber services on an as-needed basis totals $194,700 and will have an annual fiscal impact of $97,350. Adequate funds are budgeted in the Recreation and Parks Department Budget (001-021-120-572-57-46010).

PROCUREMENT REVIEW:
These goods and services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

07/13/2026

City of Ocala
Department of Recreation and Parks
1307 NW 4th Ave.
Ocala, FL 34475

RE: K-Turf Price Increase

In order to keep pace with increasing cost of fuel required to produce and deliver our material, it has become necessary to initiate a price increase from $29.50/CY to $29.81/CY for the contract we have with The City of Ocala.

Please contact me at kempfer@kempfercattle.com with any questions.

Thank You,



Trish Rainwater
Office Manager
Kempfer Sawmill, Inc.
407-892-1169

File #: 2026-1781 Agenda Item #: 6e.

Submitted By: Christina Guy

Presentation By: John King

Department: Facilities Management

FORMAL TITLE:
Additional expenditures for the provision of natural gas services with TECO Peoples Gas and Mansfield Power and Gas LLC for an increased aggregate expenditure not to exceed $75,000

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Natural gas is essential to the operation of numerous City-owned facilities. It provides a reliable and cost-effective energy source for heating buildings and water, and for supporting the operation of equipment and building systems necessary for daily municipal services.

FINDINGS AND CONCLUSIONS:
On October 1, 2025, Munis Contract No. FAC/260073 was established with a not-to-exceed amount of $50,000 to track expenditures for natural gas services during Fiscal Year 2025-26. Since the contract's inception, expenditures have totaled $49,963.61, leaving a remaining balance of $36.39. Staff estimates that an additional $25,000 is needed to ensure uninterrupted service to City-owned facilities (due to additional generators added to the fleet and higher natural gas usage than expected). This request will increase the not-to-exceed amount to $75,000.

Staff recommends approval.

FISCAL IMPACT:
Funds are allocated in the respective departments' utility services accounts.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

File #: 2026-1793 Agenda Item #: 6f.

Submitted By: Brittany Craven

Presentation By: Doug Peebles

Department: Electric Utility

FORMAL TITLE:
Purchase of three-phase meter test board from Tesco, The Eastern Specialty Company, totaling $51,186

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
Request for Proposals Published on April 1, 2026

BACKGROUND:
Ocala Electric Utility (OEU) requests authorization to purchase a three-phase meter test board to replace its existing meter testing equipment, which has been in service for approximately 30 years. The new equipment will support the OEU's metering program by providing accurate testing, calibration, and troubleshooting of electric meters. Replacing the existing equipment will improve operational efficiency and ensure the continued accuracy and reliability of the OEU's electric meter testing program.

The City issued Request for Proposals (RFP) No. ELE/260570 on April 1, 2026. A selection committee evaluated proposals based on technical capability, compliance with specifications, vendor experience, system integration, training, and ongoing support. Following the evaluation process, Procurement issued a notice of intent to award to Tesco - The Eastern Specialty Company.

FINDINGS AND CONCLUSIONS:
Staff recommends approval of the purchase of the three-phase meter test board from Tesco - The Eastern Specialty Company.

FISCAL IMPACT:
Funds in the amount of $51,186 are available in account number 457-032-233-531-66-64010 to cover the purchase cost.

PROCUREMENT REVIEW:
These goods were procured in compliance with the City's procurement policy.

LEGAL REVIEW:
N/A. The Terms and Conditions contained in the City's Purchase Order will govern this purchase.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

SELECTION COMMITTEE SCORING
NOTICE OF INTENT TO AWARD

Bid Name: **Three-Phase Meter Test Board**

ProRFx ID: RFP03132600000043
Solicitation No: RFP# ELE/260570
Proposals: 3

Buyer: Caley Conard
Email: cconard@ocalafl.gov
Buyer Phone: 352-629-8362

6/24/2026 - Notice of Intent to Award to **Tesco - The Eastern Specialty Company**, pending City Council approval.

Proposer Name	Office Location	Scoring	Ranking
Tesco - The Eastern Specialty Company	Bristol, PA	**93**	**1**
Vision Metering, LLC	York, SC	**84**	**2**
Probewell Corp	Quebec, QC	**75**	**3**

Prepared by: Caley Conard

Request for Proposal

#: ELE/2606570 Three Phase Electric Meter Test Board

Tesco – The Eastern Specialty Company

925 Canal Street

Bristol, PA 19007

678-232-0017

Brian.Jehle@tescometering.com

Transmittal Letter

Tesco – The Eastern Specialty Company

925 Canal Street

Bristol, PA 19007

215-228-0500

Years in Business: 122

2. Deviations or Exceptions: None

3. TESCO proudly manufactures all its **custom utility products** at our ISO 9001 and ISO 17025 certified facility in Bristol, Pennsylvania. From this historic location, we serve electric utilities across North America with **tailored utility equipment** including meter test boards, field testing kits, burden sets, EVSE testers, and optical tools. Our **US-manufactured utility equipment** ensures short lead times, tight quality control, and precision-engineered performance.

From lab-grade testing setups to rugged field kits, our **American-made metering equipment** meets the demands of modern grid environments with unmatched durability and accuracy.

What sets TESCO apart is our hands-on collaboration with utility professionals. We work closely with engineers, meter shop managers, and field techs to design **custom utility products** that solve real-world challenges—from field testing to streamlined shop operations. Whether you need transformer-rated enclosures, meter calibration services, or AMI test solutions, TESCO delivers purpose-built tools that perform.

4. Tesco and our team have read and understood the procedures and criteria regarding the requirements, terms and conditions resulting in the contract.

Brian Jehle

Territory Manager

Date: April 27, 2026

Tab1: Qualifications and Experience

(**5**) The Tesco project team has over 100 plus years' combined experience in meter test equipment sales, design and engineering, field service and troubleshooting, software development and training utilities around the country and in over 15 foreign countries.

(**6**) Brian Jehle: Territory Manager, Vernon White: Regional Sales Manager, Harold Kennedy: Field Service Engineer, June Espinosa: Software Engineer, and Carlo-Val Gocela: Software Engineer, Joe Grasela: Field Service Manager

(**7**) Brian Jehle: sales and training: 9 years' industry experience

Vernon White: Sales and Training: 24 years industry experience

Harold Kennedy: machine set up, commissioning, training. 20 plus years

June Espinosa: 12 plus years writing code, software and development

Carlo-Van Gocela: 10 plus years TDM (Software) and Data Migration support

(**8**) Contractors: N/A

(**9**) Tesco has installed 7, MTB 3050 with Teco Energy in Tampa, Florida. Recently we have installed and trained personnel in the City of Bartow, Florida with the same machine. See attached reference form.

Tab 2: Technical Compliance and System Capability, Training, and Support

(**10**) The MTB 3050 provides full functional meter testing for AMI meters, AMR meter, and mechanical meters. The machine will allow for communication with your meter communication software to program, troubleshoot, and provide diagnostic work. In addition, the 3050 features disconnect switching capabilities, power cycling and a barcode scanner can be used to scan meter barcodes and standard AEP codes. (Please see attached specification sheet Section 1, subsection A, for more details.) The specifications meet and/or exceeds your technical and functional requirements.

(**11**) The MTB 3050 meets all functional capabilities and performance specifications for meter accuracy testing per ANSI C12.31; voltage accuracy .02%, current accuracy .02%, automated electric meter socket operation load side current disconnect and more; and supported meter forms; 1S-6S, 8S-17S, 25S, 26S, 29S, 32S , 35S, 36S, 45S, 46S, 56S, 66S, 76S, 103S, 106S, 109S, 112S, 116S, 125S, 135S, 136S, 145S, 166S. (See attached specification sheet for more details) The specifications meet and/or exceeds your technical and functional requirements.

(12) It is important to note for system reliability unlike other manufacturers' test boards, the Tesco 3050 can perform meter accuracy tests from the integrated panel as well as through a computer connected via ethernet by use of our TDM software. While competitors may say their board is operational via the test board panel, they all can't say a meter test can be performed from both the integrated panel and a computer. The Tesco 3050 has this so if your computer crashes, one can still test meters, and the internal software will save test data until it can be downloaded to a computer. Additionally, Tesco does not charge for software or future patches, upgrades, and firmware updates. Our ability to integrate, import and export test data to your software can be done with CSV files, DAT files, or See attached specification sheet for more

information. The specifications meet and/or exceeds your technical and functional requirements.

(**13)** Upon delivery, we will schedule a date and time with the appropriate Ocala Utility personnel to unpack, place, and set up the MTB 3050 for operation. We will provide a day of on-site training at no charge. This will encompass reviewing the owner's manual, powering the unit, showing the process to build test sequences, test meters for accuracy, utilize the Tesco Device Management software and Integration of test data to Ocala's billing database. (The integration process may take some additional time with Carlo and June along with your billing/database personnel to set up the appropriate csv files and mapping directions but there is no additional charge for this service.) Ongoing phone support during normal business hours is always available to Ocala Utility personnel. Key personnel with Ocala Utilities will be given phone numbers and email addresses of appropriate contacts listed above for future support and data integration.

(**14**) Expected set up and training should take no longer than 3-5 hours depending upon the intricacies of testing the City of Ocala requires. Tesco would require from the City of Ocala space to set up the machine, and the ability to connect the Tesco machine to a computer along with the download of Tesco's TDM software. We may also need a person from the City of Ocala's IT department to help with software set up based upon the cities firewalls and software policies. Additionally, we would eventually need someone with the city to work with us to provide customer billing data for our test data integration into the city's billing system.

Tab 3: Price Proposal

Proposal for

Ocala Electric Utility

Single Position Catalog #3050 True Three Phase Meter Accuracy and Functional Test Board

Proposal **#29504** - Please reference this Proposal Number on the Purchase Order

Prepared by

TESCO - The Eastern Specialty Co

April 27, 2026

- **Description**

  TESCO - The Eastern Specialty Company is pleased to submit this proposal for the manufacture of a multi-form, single position True Three Phase Meter Test Board, used to power electric meters with voltage and run load current through the meter for accuracy testing and advanced functional testing of multiple forms.

  The board will conform to the specifications listed in the document titled MTS-3050 Meter Test Board Revision 2/12/19 provided along with this proposal.

- **Budget and Schedule**

  MTS-3050, Single Position, 50 Amp, 0.04% accuracy standard Meter Test Board: **$51,185.50**

  Pricing includes TESCO TDM Software, future unlimited downloads and upgrades, on-site training, phone support during business hours, and 1035 Optical Probe/Pickup Combo. The above price also includes freight charges FOB Destination Ocala, Fl.

Optional Items not included in price above:

- Diamond Level Support for this board is **$7,753.16. (**See Note Below Outlining Diamond Level Support.) **Diamond Level Support can be added within the first year of delivery/installation of the product.**
- Catalog #1031 KYZ Pulse Indicator- $371.70 each
- Catalog #1031-C3 KYZ Pulse Indicator - $371.70 each
- Catalog #1031-C6 KYZ Pulse Indicator - $427.45 each

For domestic credit card orders greater than $1,000 a 3.00% fee will be added to the invoice. For international credit card orders greater than $1,000, a 5.00% fee will be added to the invoice. This fee does not exceed our cost of processing credit card transactions.

Terms of Payment: Net 30 days.

This pricing is valid for 90 days from date of proposal.

Lead Time is 2-4 weeks ARO

To better expedite your order and have products to you in a faster time frame, TESCO will make partial shipments against your order as items become available.

To ensure your purchase order is processed as accurately and quickly as possible, please be sure to make your purchase order out to:

TESCO- The Eastern Specialty Company

925 Canal St

Bristol, PA 19007

Please update this information in your ERP system if needed.

Please also be sure to include your full ship-to information and billing information.

Please send all purchase orders to salesorders@tescometering.com

Optional: TESCO Diamond Level Support:

As an option, TESCO is pleased to offer you our Diamond Level Support Package on this product for the period 3 years from the date of receipt of the equipment at your utility. Diamond Level Support will include the following:

- Extended warranty of 2 additional years (3 years total from date of equipment delivery).
- All required parts for any warranty repair.
- On-site labor and travel for all warranty related service calls.
- Shipping back and forth between TESCO and the customer, if required. TESCO and customers will determine the best method for shipping.
- Unlimited phone support during normal business hours, 8am to 6pm EDT.
- Preventative maintenance trip to keep the panels, controls and sockets in working condition. To keep your equipment in good working order this maintenance trip shall be determined and scheduled by TESCO.
- Opportunity to continue extended warranty beyond year three as long as there is no lapse in Diamond level support coverage.
- Diamond Level Support extended coverage does not include calibration

- **Standard Warranty:**

  TESCO warrants that the units fabricated by TESCO shall be free from defects in material and workmanship at the time of delivery and for one year from the date of delivery (unless Diamond Level Support is selected). If any such item should prove to be defective in material or workmanship under normal intended usage and maintenance during the warranty period, after examination by personnel from TESCO and the Customer, then TESCO shall repair or replace, at its option, such defective item at its expense. This coverage includes parts and labor. Travel expenses for repairs will be invoiced at cost plus a 10% administrative fee. This warranty is limited to the value of the product itself and only to damage to the product itself – no consequential damages are covered under this warranty. Warranty does not include annual calibration.

- **Standard Warranty:**

  TESCO warrants that the units fabricated by TESCO shall be free from defects in material and workmanship at the time of delivery and for one year from the date of delivery (unless Diamond Level Support is selected). If any such item should prove to be defective in material or workmanship under normal intended usage and maintenance during the warranty period, after examination by personnel from TESCO and the Customer, then TESCO shall repair or replace, at its option, such defective item at its expense. This coverage includes parts and labor. Travel expenses for repairs will be invoiced at cost plus a 10% administrative fee. This warranty is limited to the value of the product itself and only to damage to the product itself – no consequential damages are covered under this warranty. Warranty does not include annual calibration.

PRODUCT SPECIFICATION

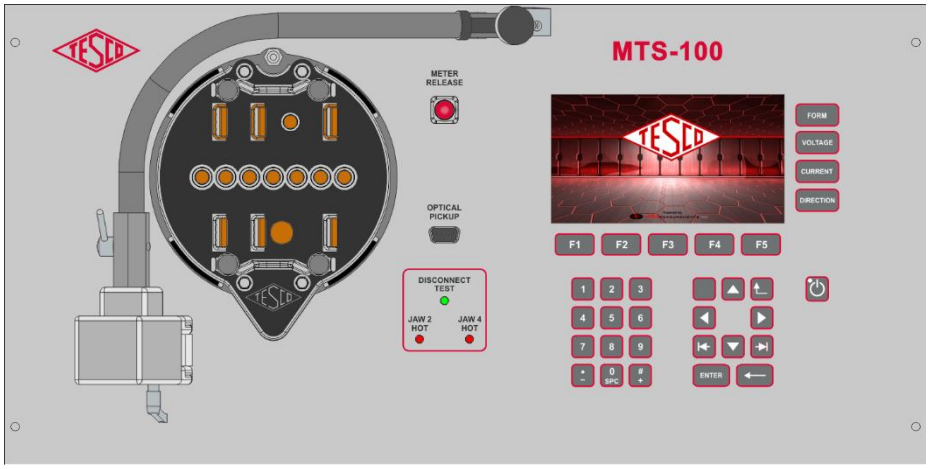
MTS-3050 Three Phase Meter Test Board

1) General Functionality

The TESCO MTS-3050 is a state of the art meter test system offering unsurpassed functionality and ease of use. All of the features you will ever need to test today's and tomorrow's meters are standard on these systems.

a) Capabilities
   i) User friendly 7.0" diagonal, 800x480, TFT color display and keypad for setup
   ii) Simple, electronically-controlled loading of meters
   iii) Voltage and current routed to the proper locations on the meter socket based on form selected
   iv) Voltage and Current amplitude adjustable at the keypad
   v) Standard services selectable at the keypad
   vi) Phasor relationship between channels (i.e. A to B phase angle) adjustable at the keypad
   vii) Power Factor (phase angle) adjustable at the keypad
   viii) Service disconnect testing through keypad selection
   ix) IR port, radio, and PLC communications testing can be completely checked out for all meters loaded into the board
   x) The MTS-3050 facilitates the following meter shop functions in high volume:
      (1) New AMI/AMR meters settings check-out
      (2) Meter program updates
      (3) Software revision checking for both the meter and the communications module
      (4) Communications module troubleshooting
      (5) Checking of problem meters for open/shorted elements.
   xi) The MTS-3050 gives the user the ability to check meter response to:
      (1) Varying loads over long periods of time to simulate brown out and surge conditions.
      (2) Harmonic waveforms (can download custom harmonic waveforms through PC interface).
      (3) Meter power on/off cycling
      (4) Phasor distortion
   xii) The MTS-3050 gives engineers the ability to:
      (1) Run standard meter accuracy tests
      (2) Run complex meter accuracy tests under widely varying loading conditions
   xiii) Each MTS-3050 comes with Meter Manager Lite which provides complete control for complex test processes, archiving of test results and connectivity to Meter Manager, Tesco's proven Enterprise level data management package.

2) MTS-100 Meter Test Module



a) Digital Waveform Generators (per phase)
   i) Synthesizer
      (1) Fundamental frequency adjustable from 45 to 60 Hz
      (2) Waveforms
         (a) Sinusoidal (THD < 0.4%) (< 0.1% typical)
         (b) Defined by harmonic amplitudes
            (i) Harmonic indices (1 through 25)
            (ii) Either amplitude and phase or Fourier coefficients (a, b)
         (c) ANSI C12.20-2015 test waveforms
         (d) Dropped cycle waveforms: 1:1, 2:2, 4:4 any combination m:n where m+n=8
         (e) Arbitrary waveforms: defined by an array of 4096 points representing 8 cycles
   ii) Voltage Drive
      (1) Three Channel, one side of each at ground
      (2) Dual range: (1)30 to 250V(rms), 353V(peak), (2) 200 to 500V(rms), 707V(peak)
      (3) Adjustment resolution: 0.02% of full scale (approx. 0.1V)
      (4) Accuracy 0.2%
      (5) Output power: 100VA at 240V or 480V
      (6) No fuses, automatic recovery from overloads even shorts
   iii) Current Drive
      (1) Three Channel, fully isolated
      (2) Single range 0.01 to 50A(rms), 70A(peak)
      (3) Adjustment resolution: 0.02% of full scale (approx. 0.1V)
      (4) Accuracy 0.2%
      (5) Compliance voltage: 1.0V
      (6) No fuses, automatic recovery from fault conditions

b) Integrated Reference Standard
   i) Three voltage and three current channels
   ii) Measurements per ANSI C12.31 Definitions (C12.31 is in development)
   iii) Measurement Accuracy
      (1) Voltage: ±0.02%
      (2) Current: ±0.02%
      (3) Active Power(Watts): ±0.04%
      (4) Apparent Power(VA): ±0.04% ‡
      (5) Reactive Power (VAR): ±0.04% ‡
      (6) Active Energy(WHrs): ±0.04%
      (7) Apparent Power(VAHrs): ±0.04% ‡
      (8) Reactive Power (VARHrs): ±0.04% ‡
   iv) Other Measurements
      (1) Harmonics to 50th
      (2) Power Factor
      (3) Time domain and frequency domain measurements
      (4) KYZ connections available externally or can be used as meter pulses

c) Automated Meter Socket
   i) Universal socket with automatic closure on insertion of device
   ii) Four point detection of meter in place
   iii) Detection of meter bypass in place
   iv) Automatic routing of voltages to the correct stabs for the following meter forms

      1S-6S, 8S-17S, 25S, 26S, 29S, 32S , 35S, 36S, 45S, 46S, 56S, 66S, 76S, 103S, 106S, 109S, 112S, 116S, 125S, 135S, 136S, 145S, 166S

   v) Load side current disconnect

d) Meter Disconnect Switch Testing
   i) Disconnect test mode powered by high current auxiliary transformer
   ii) Test disconnect under any load current
   iii) Disconnect mode indicator LED
   iv) Voltage present LEDS for stab 2 and stab 4
   v) Software detection of voltage present on stab 2 and stab 4
   vi) Ability to apply back voltage to stabs 2 and/or 4 for reconnect testing

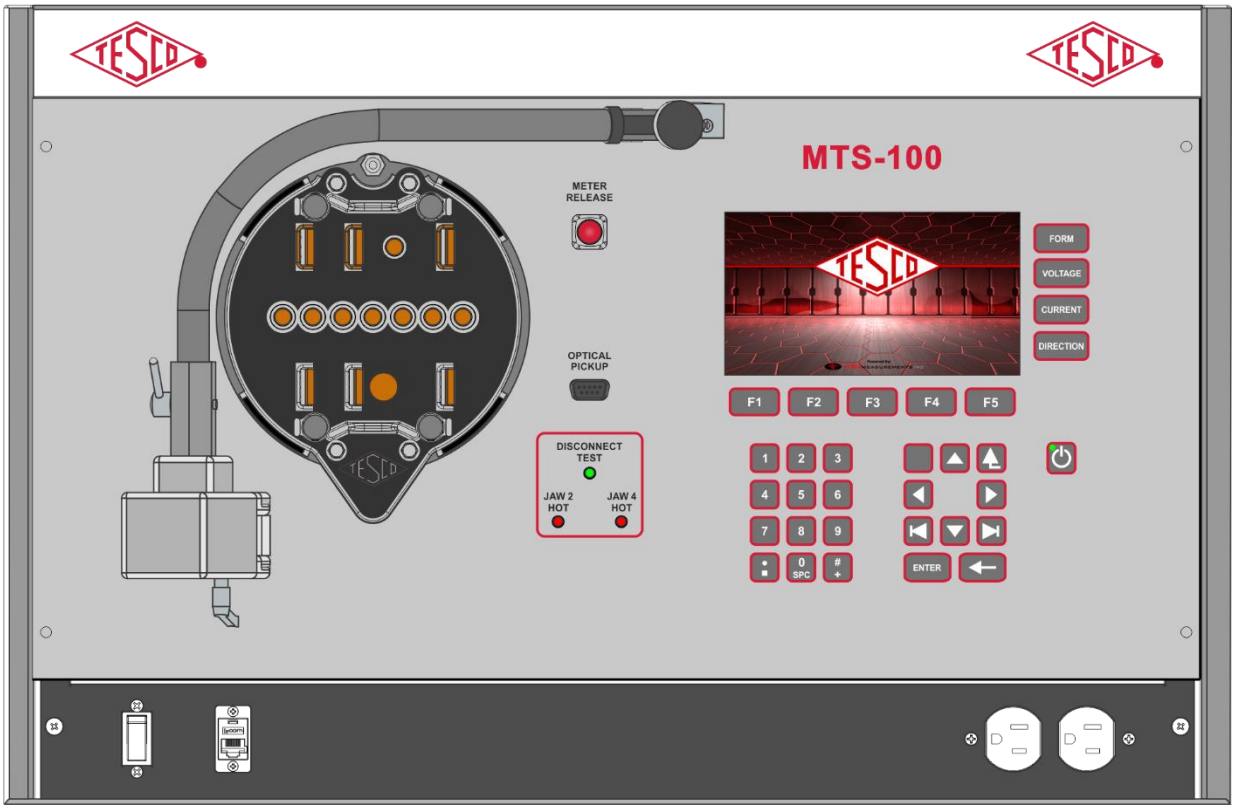
e) Power Line Communication Testing
   i) Meters can be powered by a 240V autotransformer for disconnect and communications testing allowing powerline signals to easily be transmitted from the meter through the unit to the wall power circuit.

‡ Traceable only for sinusoidal waveforms.

3) Physical
   a) The MTS-3050 meter test system is built up from standard subsystems mounted in a custom table top enclosure.
      i) MT-14 Table Top Enclosure
         (1) Size: 25.54W x 25.62D x 18.6H.
         (2) Weight: 145 lbs
      ii) Electric power
         (1) Each rack requires a 120V at 8A or less.
            (a) Note: These units contain large switching power supplies with high inrush currents.
            (b) A minimum of 12 inches should be allowed behind the unit for proper ventilation.
      iii) External Connections
         (1) Rear
            (a) Power inlet (120V IEC connector)
            (b) Ethernet connection to internal network segment
         (2) Front
            (a) Main power breaker
            (b) Ethernet connection to internal network segment
            (c) Duplex convenience outlet (2A max)

PRODUCT SPECIFICATION

APPENDIX A – Standard System Configuration



TESCO METERING

Reliable Results. Every Meter. Every Time.

Product Information Sheet

MADE IN USA

925 Canal Street, Bristol, PA 19007
• 215.228.0500
• tescometering.com

Custom Equipment

Catalog No.

MTB 3050

50 Amp Meter Test Board



TESCO's Three Phase Meter Test Board (MTB-3050) TESCO's MTB-3050 is a 50-amp three-phase meter test board designed to meet the exacting requirements of both laboratory testing environments and high-volume production workflows. It supports full functional testing of AMI/AMR meters, meter programming, and detailed diagnostics such as firmware/software checks and communications troubleshooting. With advanced waveform generation, robust metrology, and integrated automation, the MTB-3050 delivers high accuracy and repeatability for both standard and complex test scenarios

FEATURES:

- Three-phase accuracy test board with ±0.04% accuracy
- (Options available for ±0.02% and ±0.01%)
- Current drive: Single range 0.01–50A RMS, 70A peak (standard calibration to 50A)
- Simulates brownout/surge conditions with long-duration load variation
- Harmonic waveform support (ANSI C12.20 and custom waveforms via PC interface)
- Meter power on/off cycling and phasor distortion testing
- Electronically actuated automated meter socket with bypass and meter-in-place detection
- Automatic voltage routing for 40+ meter forms (1S–166S)
- Meter disconnect switch testing with reconnect capability
- Digital waveform generators (per phase)
- Integrated reference standard with ±0.02% voltage/current and ±0.04% WHr accuracy
- PC software interface to configure test sequences, meter elements, and service types
- Export test results with option to interface with your system of record
- Supports IR, radio, and PLC communication testing
- JSON-based protocol available for software control
- Optional accessories: Optical Pickups (Cat. 1037 series), Electromechanical Arm







Laboratory-Grade Three-phase Meter Testing with Advanced Metrology

Product Information Sheet

MADE IN USA

TESCO METERING

Reliable Results. Every Meter. Every Time.

925 Canal Street, Bristol, PA 19007
• 215.228.0500
• tescometering.com

Custom Equipment

Catalog No.

MTB 3050

50 Amp Meter Test Board



PHYSICAL SPECIFICATIONS

- The MTB-3050 meter test system is built up from standard subsystems mounted in a custom table top enclosure.
- MT-14 Table Top Enclosure
- Size: 25.54" W x 25.62" D x 18.6" H
- Weight: 148 lbs.

ELECTRIC POWER

Each unit requires a 120V at 8A or less. Note: These units contain large switching power supplies with high inrush currents

- A minimum of 12 inches should be allowed behind the unit for proper ventilation

EXTERNAL CONNECTIONS

Rear:

- Power inlet (120V IEC connector)
- Ethernet connection to internal network segment

Front:

- Main power breaker
- Ethernet connection to internal network segment
- Duplex convenience outlet (2A max)
-

ORDERING INFORMATION

Catalog No.: MTB 3050

Warranty: 1 Year (Contact your TESCO Sales Representative to inquire about our Diamond Level Support for extended warranty coverage).

ABOUT TESCO

Since 1904, TESCO has been the trusted partner of electric utilities worldwide, delivering durable, precise, and innovative metering solutions designed for the real-world demands of the field and the laboratory. Our products are engineered and manufactured in the USA and backed by world-class technical expertise and support.

Reliable Results. Every Meter. Every Time.

DISCLAIMER

TESCO Metering reserves the right to modify product designs, specifications, features, and documentation at any time as part of our continuous improvement process. All information is provided "as is" and may change without prior notice. While TESCO® strives for accuracy, completeness, and technical reliability, customers should verify the latest product details before making purchasing or engineering decisions. For confirmation of current specifications or application suitability, please contact TESCO® directly.

Exhibit B - PRICE PROPOSAL — CONTRACT# ELE/260570

Bidder name	Bidder Location
Tesco-The Eastern Specialty Company	Bristol, PA

LUMP SUM PRICING

ITEM	DESCRIPTION	UOM	QTY	UNIT COST	EXTENDED COST
1	Three-Phase Meter Test Board pricing - to include software, delivery, installation, configuration, and on-site training	LS	1	$ 51,185.50	**$ 51,185.50**
				LUMP SUM PRICING	**$ 51,185.50**

Identify any additional costs that should be included in your price proposal, beyond the lump sum pricing provided above.

SCHEDULE OF PROFESSIONAL FEES OR ADDIITIONAL COSTS

ITEM	DESCRIPTION	UOM	QTY	UNIT COST	EXTENDED COST
DLS	Opritonal Diamond Level Support: 2 Additional Years of Extended Warranty		1	$ 7,753.16	$ 7,753.16
1031	KYZ Pulse Indicator (Optional)		1	$ 371.70	$ 371.70
1031-C3	KYZ Pulse Indicator (Optional)		1	$ 371.70	$ 371.70
1031-C6	KYZ Pulse Indicator (Optional)		1	$ 427.45	$ 427.45
					$ -
					$ -
					$ -
					$ -
					$ -
				Total additional costs	$ 8,924.01

File #: BR-2026-154 Agenda Item #: 6g.

Submitted By: Marie Brooks

Presentation By: Doug Peebles

Department: Electric Utility

FORMAL TITLE:
Budget Resolution 2026-154 to amend the Fiscal Year 2025-26 budget to appropriate grant funding from the Duke Energy Foundation in the amount of $9,200

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Ocala Electric Utility's (OEU) Communities are the Responsibility of Everyone (C.A.R.E.) initiative is dedicated to fostering economic mobility and expanding opportunities for both families and individuals within the communities it serves. The C.A.R.E. program addresses key community needs by supporting nonprofit organizations that promote public health, safety, education, environmental stewardship, economic progress, and youth development. This support is provided through financial contributions and community service performed by OEU.

The City Path program, an extension of C.A.R.E., offers educational resources and utility training to inform community members about career opportunities within the electric utility sector. Students participating in the program gain exposure to the industry in a secure environment, aiming to dispel misconceptions regarding workplace hazards while preparing for careers in this high-demand field.

The program will train 20 participants, ages 16-28, across 18 sessions. Through hands-on activities, students will learn about electric utility operations, starting with foundational concepts and advancing to more complex tasks. Instruction includes proper handling of electricity, power distribution equipment, climbing tools, and safety gear. Participants will also receive guidance on conducting linear and power measurements, interpreting building plans and wiring diagrams, and repairing and assembling utility devices. Additionally, job application assistance and interview skills workshops will be provided to support participants in their career advancement.

OEU remains committed to investing in the community; however, available funding is limited. A grant opportunity was identified through the Duke Energy Foundation to support these efforts and fund the program. The Duke Energy Foundation Grant will enable the purchase of uniform shirts for each of the 20 program participants, as well as toolboxes and additional tools distributed at each class session.

FINDINGS AND CONCLUSIONS:
The Duke Energy Foundation has approved Grant Request #16542, awarding $9,200 to the City of Ocala Electric Utility for the C.A.R.E./City Path program. These funds will enhance OEU's community outreach and must be appropriated via budget resolution before use.

Acceptance and appropriation of this grant represent a favorable outcome for the City. No local match is required, and the grant directly supports the C.A.R.E./City Path Program. Staff recommends approval.

FISCAL IMPACT:
This action appropriates $9,200 in grant revenue and related expenditures, with no City matching funds necessary. The grant will be tracked under Munis Contract 260972 and utilizes the following accounts:

Revenue: 457-337-000-000-09-33008
Expenditure: 457-051-226-531-53-52010
Expenditure: 457-051-226-531-53-52012

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

BUDGET RESOLUTION 2026-154

A RESOLUTION TO AMEND THE FISCAL YEAR 2025-26 BUDGET TO ACCEPT AND APPROPRIATE GRANT FUNDING FROM THE DUKE ENERGY FOUNDATION IN THE AMOUNT OF $9,200

WHEREAS, the City Path program, an extension of the C.A.R.E. (Communities are the Responsibility of Everyone) program, offers educational resources and utility training to inform community members about career opportunities within the electric utility sector; and

WHEREAS, OEU remains committed to investing in the community; however, available funding is limited. A grant opportunity was identified through the Duke Energy Foundation to support these efforts and fund the program; and

WHEREAS, the City of Ocala submitted an application for the Duke Energy Foundation grant funding focusing on providing the local community with educational opportunities and utility training to help spread awareness of potential career paths; and

WHEREAS, the Duke Energy Foundation awarded the City of Ocala Electric Utility a $9,200 grant for the Communities are the Responsibility of Everyone (C.A.R.E.)/City Path Program; and

WHEREAS, the grant requires no local matching funds;

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the Fiscal Year 2025-26 budget be amended as follows:

SOURCE:

457-337-000-000-09-33008	Electric Duke CARES Grant	$9,200

USE:

457-051-226-531-53-52010	Operating Supplies-Other	$2,032
457-051-226-531-53-52012	Operating Supplies-Small Tool	$7,168

This resolution adopted this _____ day of _____, 2026.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Ire J. Bethea Sr.
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

Grant Award Letter

Date	**July 8, 2026**
Grantor	**Duke Energy Foundation**
Grantee	**City of Ocala**
Dollar Amount	**$9200.00**
Description / Purpose	**Communities are the Responsibility of Everyone (OEU C.A.R.E.) Program**

July 8, 2026
Misty Davis / City of Ocala
201 SE 3rd Street
Ocala, FL 34471

Subject: Grant Award Notification

Dear Misty,

On behalf of Duke Energy Foundation, I am pleased to inform you that the City of Ocala has been awarded a grant in the amount of **$9200.00.** You can expect payment disbursement by check from American Online Giving Foundation Inc. within 30-60 days from July 8.

This funding is awarded to support the OEU C.AR.E. program, designed to provide the local community with educational opportunities and utility training to help spread awareness of potential career paths. The grant is intended to advance the OEU C.A.R.E. program and support positive impact in the community.

Congratulations on this award. We appreciate your organization's work and are pleased to support this important effort.

Sincerely,

Loretta Murray
Foundation Manager
Duke Energy Florida
299 1st Avenue North
St. Petersburg, FL 33701
Loretta.Murray@duke-energy.com
Mobile: (727) 409-0800

File #: RES-2026-45 Agenda Item #: 6h.

Submitted By: Noel Cooper

Presentation By: Sean Lanier

Department: Engineering

FORMAL TITLE:
Resolution 2026-45 to approve Off-System Construction and Maintenance Agreement with the Florida Department of Transportation for improvements within City rights-of-way

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OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Florida Department of Transportation (FDOT) is prepared to undertake Financial Project Number (FPN) 452635-1-52-01 (Project), the resurfacing of State Road 25/State Road 200 (US 27/US 301/US 441) from SW 10th Street to SW Fourth Street, in accordance with its adopted work program.

The project includes roadway resurfacing, reconstructing curb ramps to meet ADA criteria, signing and pavement marking, and replacement of existing signal vehicle detection loops. The project also includes resurfacing within the City of Ocala (City) rights-of-way at various intersecting streets along US 441.

FINDINGS AND CONCLUSIONS:
FDOT will undertake and complete the construction of the off-system components of the Project for the benefit of the City, including construction engineering and inspection (CEI) and post-design services that may be necessary for the Project. FDOT requires this Resolution and Off-System Construction and Maintenance Agreement and grants permission to FDOT, its contractor, representatives, employees, and agents to enter and construct improvements within City rights-of-way.

Staff recommends approval of the Off-System Construction and Maintenance Agreement with FDOT.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

RESOLUTION 2026-45

RESOLUTION TO APPROVE THE OFF-SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF OCALA

Whereas, the State of Florida Legislature has approved and mandated the State of Florida Department of Transportation (Department) to complete various projects included in the Department's Work Program; and

Whereas, included in the Department's Work Program is Financial Project Number (FPN) 452635-1-52-02, the resurfacing of State Road 25/State Road 200 (US 27/US 301/US 441) from SW 10th Street to SW Fourth Street, located in Marion County, Florida (the Project); and

Whereas, due to the direct impact of the Project on off-system roadways that are under the jurisdiction of the City of Ocala (City), it is necessary for the Department to enter onto the City's roadways and to construct certain improvements; and

Whereas, the Off-System Construction and Maintenance Agreement grants permission to the Department, its contractor, representatives, employees, and agents to enter and construct improvements within City rights-of-way.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session duly assembled that the City Council President is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Off-System Construction and Maintenance Agreement for the project known as FPN 452635-1-52-01.

This resolution adopted this _____ day of _____, 2026.

ATTEST: **CITY OF OCALA**

By:
Angel B. Jacobs
City Clerk

By:
Ire J. Bethea Sr.
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

OFF-SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT
Between
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
("DEPARTMENT")
and
CITY OF OCALA, FLORIDA
("LOCAL GOVERNMENT")

WHEREAS, this Agreement is entered into on _____ by and between the State of Florida, Department of Transportation, an Executive Agency of the State of Florida, herein "DEPARTMENT" and the City of Ocala, a Florida Municipal Corporation, herein "LOCAL GOVERNMENT," collectively "the Parties"; and

WHEREAS, the State of Florida Legislature has approved and mandated the DEPARTMENT to complete the various projects included in the DEPARTMENT's Work Program; and

WHEREAS, included in the DEPARTMENT Work Program is Financial Project Number (FPN) 452635-1-52-01, the resurfacing of State Road 25/State Road 200 (US 27/US 301/US 441) from SW 10th Street to SW 4th Street, located in Marion County, Florida (the "Project"); and

WHEREAS, due to the direct impact of the Project on off-system roadways that are under the jurisdiction of the LOCAL GOVERNMENT it is necessary for the DEPARTMENT to enter onto the LOCAL GOVERNMENT's roadways and to construct certain improvements to said roadways; and

NOW THEREFORE,

1) The recitals set forth above are hereby incorporated herein as if restated and set forth herein.

2) The Parties agree that the DEPARTMENT shall undertake and complete Project number FPN 452635-1-52-01, generally described as, the resurfacing of SR 25/SR 200 (US 27/US 301/US 441) from SW 10th Street to SW 4th Street, located in Marion County, Florida. The Project shall include the tasks described in Exhibit "A" Scope of Services attached hereto and all other tasks associated with or arising out of the tasks listed therein. The LOCAL GOVERNMENT shall fully cooperate with and shall support the DEPARTMENT's work efforts in these regards. The LOCAL GOVERNMENT hereby grants to the DEPARTMENT, its Contractors, representatives, employees, and agents the right to enter onto LOCAL GOVERNMENT right of way to accomplish the tasks required by the Project. This right of entry shall continue in full force and effect throughout the period that the Project is ongoing. The DEPARTMENT shall have final decision-making authority with respect to the design of the Project, the design review process, the acquisition of property necessary for this Project and for the construction of the Project.

3) The LOCAL GOVERNMENT by virtue of the formal resolution, copy attached hereto as Exhibit "B", approving this agreement, consents to and authorizes the DEPARTMENT to act on behalf of, for the benefit of, and in the name of the LOCAL GOVERNMENT, to

further do all acts necessary.

4) To the extent necessary, the LOCAL GOVERNMENT hereby appoints the DEPARTMENT as its agent for purposes of construction, reconstruction, and relocation of utilities under section 337.403(1), Florida Statutes. The LOCAL GOVERNMENT agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction and relocation of utilities that may be located within the existing or acquired right of way. The parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction, and post-construction phase to identify, plan and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters. The Parties acknowledge and agree that the DEPARTMENT will be utilizing federal highway interstate funds and as such, the cost of utility relocation will be considered a part of the cost of the Project to be paid by the DEPARTMENT.

5) Except as otherwise provided in this agreement, the Parties acknowledge and agree that the right of way and the improvements and structures located inside DEPARTMENT right of way or on other DEPARTMENT owned property will remain the right of way and the property of the DEPARTMENT and that the right of way and the improvements and structures located inside LOCAL GOVERNMENT right of way or on other LOCAL GOVERNMENT owned property will remain the right of way and the property of the LOCAL GOVERNMENT.

6) The DEPARTMENT and the LOCAL GOVERNMENT shall cooperate with each other and keep each other well informed of the work efforts and progress hereunder. The DEPARTMENT shall have the sole authority with respect to make all decisions relating to, and including the need for, change orders and supplemental agreements associated with construction of the Project.

7) All payment and performance bonds shall be issued in favor of the DEPARTMENT. All warranties, if any, for improvements made outside of DEPARTMENT right of way and outside of other DEPARTMENT property shall be made in favor of the LOCAL GOVERNMENT.

8) The DEPARTMENT shall require its Contractor to provide insurance as required by the DEPARTMENT construction contract specifications.

9) Upon completion of the Project, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the LOCAL GOVERNMENT. Upon issuance of the Notice of Final Acceptance, the LOCAL GOVERNMENT shall be immediately responsible for the perpetual maintenance of those portions of the Project that are located within the right of way limits of the LOCAL GOVERNMENT. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the LOCAL GOVERNMENT understands and agrees that the DEPARTMENT shall transfer all permits for those portions of the Project that are located

within the right of way limits of LOCAL GOVERNMENT, if any, to the LOCAL GOVERNMENT as the operational maintenance entity and the LOCAL GOVERNMENT agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits. The LOCAL GOVERNMENT agrees to cooperate and to support the DEPARTMENT'S efforts to secure permits necessary for and associated with the Project.

10) This agreement shall become effective as of the date both Parties hereto have executed the agreement and shall continue in full force and effect until the Project is completed by the DEPARTMENT and the improvements have been turned over to the LOCAL GOVERNMENT by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to, budgetary and bid cost considerations.

11) Pursuant to section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the LOCAL GOVERNMENT in conjunction with this agreement except for the obligation of the LOCAL GOVERNMENT to maintain the Project and said agreement shall be perpetual as to that obligation.

12) In the event that any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the LOCAL GOVERNMENT to enter into this agreement or to undertake the Project, the LOCAL GOVERNMENT will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.

13) It is understood that the DEPARTMENT's participation in said Project is subject to:
    a) Legislative approval of the DEPARTMENT's appropriation request in the work program year that the Project is scheduled.
    b) Availability of funds based on the following limitations:
        i. The DEPARTMENT's performance and obligations to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. If the DEPARTMENT's funding for this Project is in multiple years, funds approved from the DEPARTMENT's Comptroller must be received every year prior to costs being incurred.
        ii. In the event this agreement is in excess of $25,000.00 and has a term of 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 one (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 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 $25,000.00 and which have term for a period of more than one (1) year.

14) This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

15) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:
    a) All persons employed by the LOCAL GOVERNMENT during the term of the Contract to perform employment duties within Florida; and
    b) All persons, including, subcontractors, assigned by the LOCAL GOVERNMENT to perform work pursuant to the contract with the DEPARTMENT.

16) No modification of this Agreement shall be binding on the Parties unless reduced to writing and signed by a duly authorized representative of the Parties.

17) In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

18) All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

To the Local Government
Noel Cooper, P.E.
Deputy City Engineer
City of Ocala
1805 NE 30th Avenue, Building 300
Ocala, Florida 34470

The remainder of this page intentionally left blank.

To the Department
Kellie Smith, Director of Transportation Development
c/o Anthony Miller
State of Florida, Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

19) The individual identified as the person to receive notice hereunder shall have the authority to act on behalf of and to bind the LOCAL GOVERNMENT and the DEPARTMENT, respectively, as to all determinations required to be made under the terms of this agreement.

To the Local Government
Noel Cooper, P.E.
Deputy City Engineer
City of Ocala
1805 NE 30th Avenue, Building 300
Ocala, Florida 34470

To the Department
Kellie Smith, Director of Transportation Development
c/o Anthony Miller
State of Florida, Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates exhibited, by the signatures below.

CITY OF OCALA, FLORIDA

By: _____
Name:
Title:

Date: _____

Attest: _____
By:
Title:

Approved as to form and legality:

_____
By: Local Government Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Name: Kellie Smith
Title: Director of Transportation Development

Date: _____

Department Legal Review:

_____

Exhibit "A"

Scope of Services

With respect to the State Road 25/State Road 200 (US 27/US 301/US 441) from SW 10th Street to SW 4th Street Project, the DEPARTMENT will construct all improvements, to include the following:

The work to be performed within the State's right of way includes roadway resurfacing, which will match the existing paved width approximately 75-feet along State Road 25/State Road 200 (from SW 10th Street to SW 4th Street). This Project will also include reconstructing curb cut ramps to meet ADA criteria, signing and pavement marking, and replacement of existing signal vehicle detection loops.

State Road 25/200 (from SW 10th Street to SW 4th Street) Side Street Improvements - City of Ocala

The work to be performed outside the State's right of way includes roadway resurfacing which will match the existing paved width of approximately 20 to 24-feet (10 to 12-feet lanes in each direction). This work applies along the following side streets:

- SW 8th Street for approximately 10-feet
- SW 7th Street for approximately 8-feet
- SW 6th Street for approximately 12-feet
- SW 5th Street for approximately 50-feet
- SW 4th Street for approximately 10-feet
- Ocala Police Department driveway for approximately 5-feet

The DEPARTMENT will undertake and complete the construction of the off-system components of the Project for the benefit of the LOCAL GOVERNMENT including Construction Engineering and Inspection (CEI) and post design services that may be necessary for the Project.

The DEPARTMENT'S plans for the above-described Project are identified as plans prepared by Comprehensive Engineering Services, dated May 18, 2026, for FPN 452635-1-52-01 and are anticipated to be updated prior to construction of the Project. A copy of the coversheet of the Roadway Plans is attached hereto as Exhibit "A-1," and the whole set of plans is incorporated by reference.

The remainder of this page intentionally left blank.

Exhibit "A-1"

Coversheet of Roadway Plans

CONTRACT PLANS COMPONENTS

ROADWAY
SIGNING AND PAVEMENT MARKING
SIGNALIZATION

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	TYPICAL SECTIONS
4	TYPICAL SECTION DETAILS
5	PROJECT LAYOUT
6 - 7	PROJECT CONTROL
8	GENERAL NOTES
9 - 11	ROADWAY PLAN
12	TRAFFIC MONITORING SITE
13	SPECIAL DETAILS
14	VERIFIED UTILITY LOCATE
15 - 26	TEMPORARY TRAFFIC CONTROL PLAN
27 - 29	UTILITY ADJUSTMENTS

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

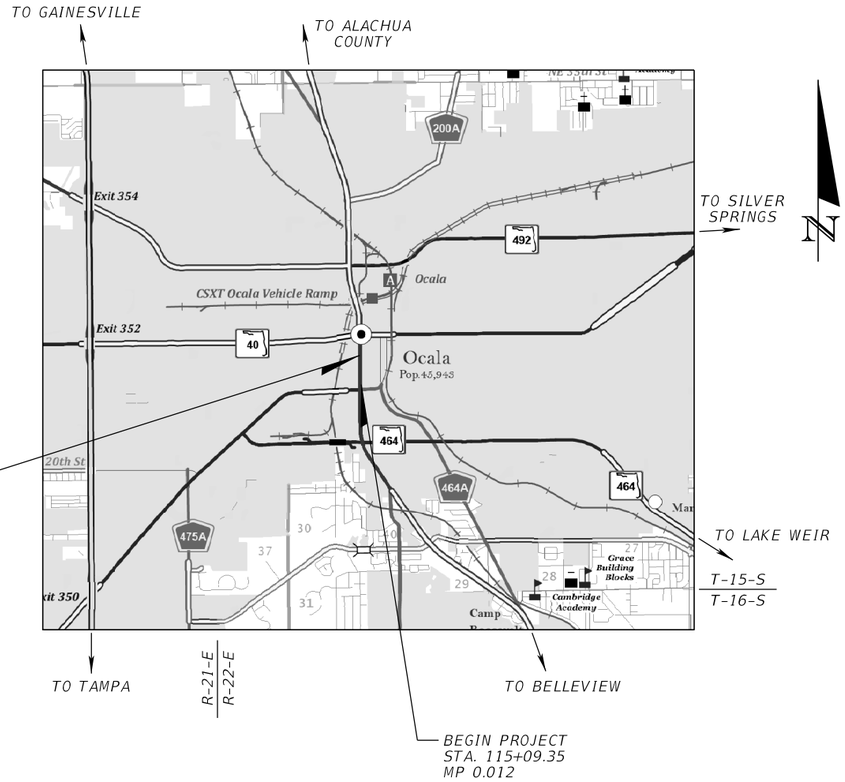
ROADWAY PLANS

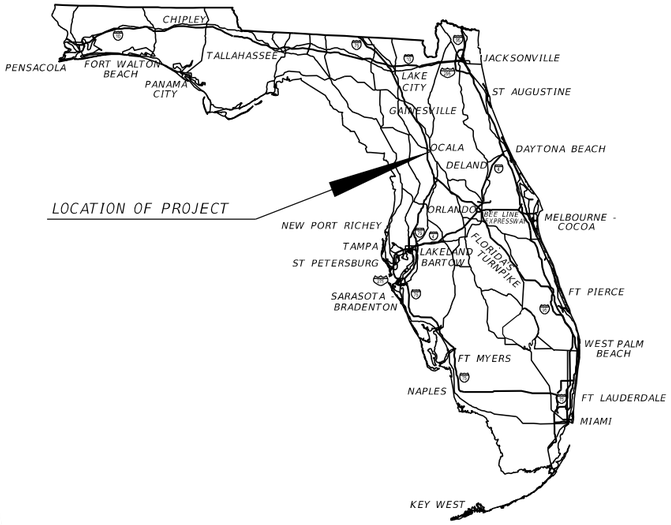
FINANCIAL PROJECT ID 452635-1-52-01

MARION COUNTY (36030000)

STATE ROAD NO. 25/200 (US 27 / US 301 / US 441)

RESURFACING FROM SW 10TH ST TO SW 4TH ST





GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2026-27 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, FY2026-27 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks

ROADWAY PLANS ENGINEER OF RECORD:

MICHAEL ZACHARY KERKMAN, P.E.
P.E. LICENSE NUMBER 91145
COMPREHENSIVE ENGINEERING SERVICES
201 S. ORANGE AVE.
ORLANDO, FL 32801
(407)-423-1600
CONTRACT NO.: C-AL65
VENDOR NO.: F593472222001

FDOT PROJECT MANAGER:

ANTHONY MILLER, P.E.

DCPME SUBMITTAL MAY 2026		
CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
TBD	27	1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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Exhibit “B”

Resolution

CONTRACT PLANS COMPONENTS

ROADWAY
SIGNING AND PAVEMENT MARKING
SIGNALIZATION

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	TYPICAL SECTIONS
4	TYPICAL SECTION DETAILS
5	PROJECT LAYOUT
6 - 7	PROJECT CONTROL
8	GENERAL NOTES
9 - 11	ROADWAY PLAN
12	TRAFFIC MONITORING SITE
13	SPECIAL DETAILS
14	VERIFIED UTILITY LOCATE
15 - 26	TEMPORARY TRAFFIC CONTROL PLAN
27 - 29	UTILITY ADJUSTMENTS

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

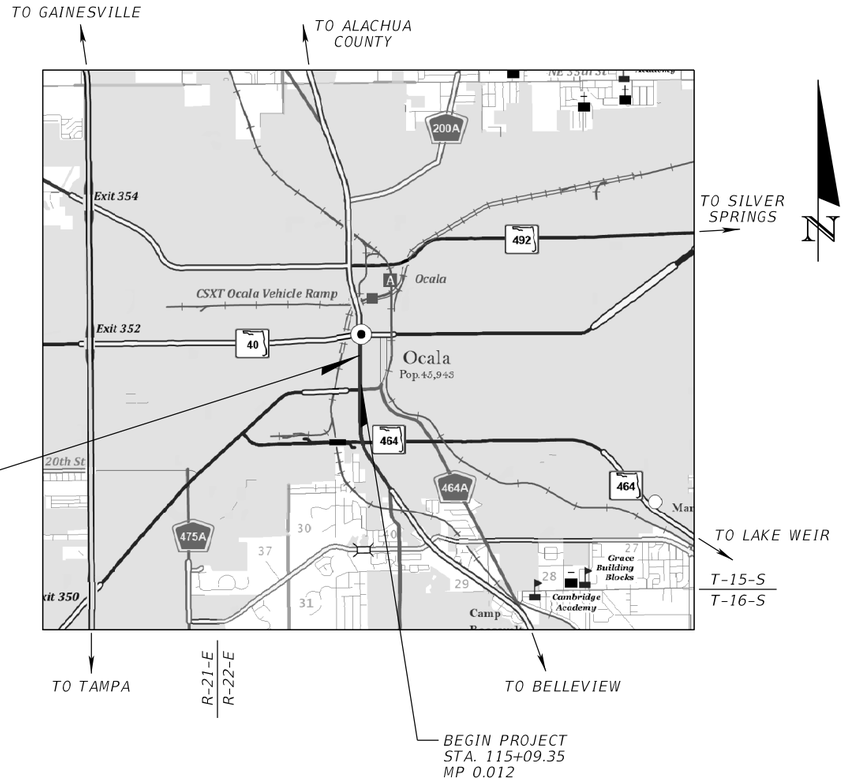
ROADWAY PLANS

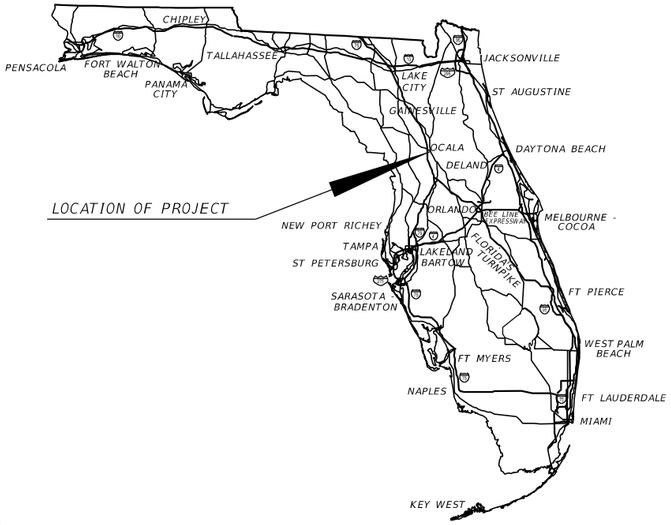
FINANCIAL PROJECT ID 452635-1-52-01

MARION COUNTY (36030000)

STATE ROAD NO. 25/200 (US 27 / US 301 / US 441)

RESURFACING FROM SW 10TH ST TO SW 4TH ST





GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2026-27 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, FY2026-27 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks

ROADWAY PLANS ENGINEER OF RECORD:

MICHAEL ZACHARY KERKMAN, P.E.
P.E. LICENSE NUMBER 91145
COMPREHENSIVE ENGINEERING SERVICES
201 S. ORANGE AVE.
ORLANDO, FL 32801
(407)-423-1600
CONTRACT NO.: C-AL65
VENDOR NO.: F593472222001

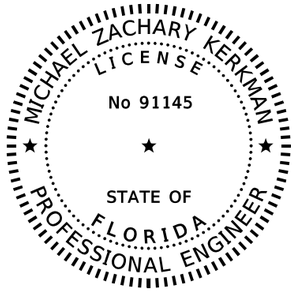
FDOT PROJECT MANAGER:

ANTHONY MILLER, P.E.

DCPME SUBMITTAL MAY 2026		
CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
TBD	27	1

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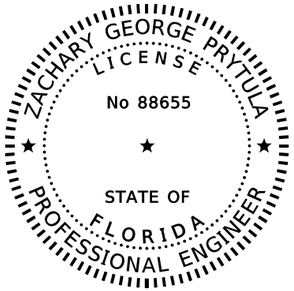
ON THE DATE ADJACENT TO THE SEAL

SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

COMPREHENSIVE ENGINEERING SERVICES, INC.
201 S. ORANGE AVENUE, SUITE 1300
ORLANDO, FLORIDA 32801
MICHAEL ZACHARY KERKMAN, P.E. NO. 91145

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	TYPICAL SECTIONS
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THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

COMPREHENSIVE ENGINEERING SERVICES, INC.
201 S. ORANGE AVENUE, SUITE 1300
ORLANDO, FLORIDA 32801
ZACHARY GEORGE PRYTULA, P.E. NO. 88655

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
12	TRAFFIC MONITORING SITE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

MICHAEL ZACHARY KERKMAN, P.E.
LICENSE NUMBER: 91145
COMPREHENSIVE ENG. SERVICES, INC.
201 S ORANGE AVE, SUITE 1300
ORLANDO, FL 32801-3442

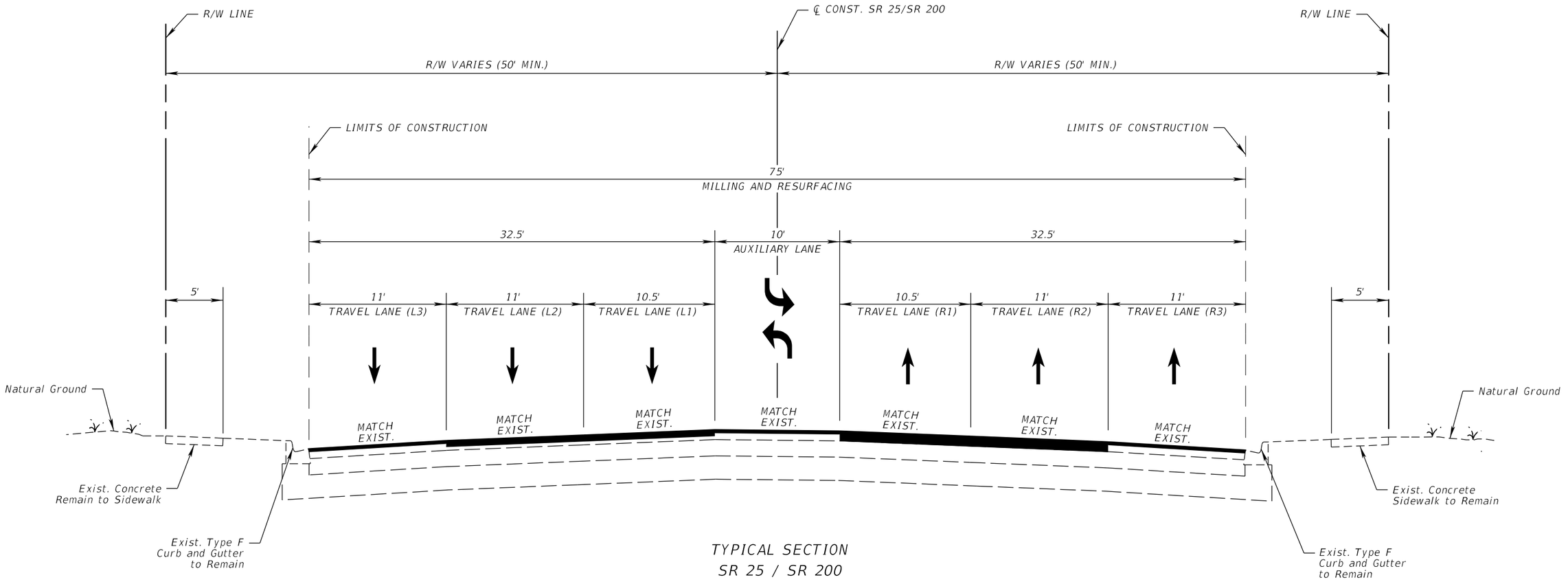
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 25/200	MARION	452635-1-52-01

SIGNATURE SHEET

SHEET NO. 2

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TYPICAL SECTION
SR 25 / SR 200
STA. 115+09.35 TO STA. 130+05.69

TRAVEL LANES (L3, R3), AUXILIARY LANES AND SIDE STREETS

MILLING

MILL EXISTING ASPHALT PAVEMENT FOR DEPTH (1½")

RESURFACING

FRICTION COURSE FC-12.5 (TRAFFIC C) (1½") (PG 76-22)

TRAVEL LANES (L1, L2)

MILLING

MILL EXISTING ASPHALT PAVEMENT FOR DEPTH (3")

RESURFACING

TYPE SP STRUCTURAL COURSE (TRAFFIC C) (1½")
AND FRICTION COURSE FC-12.5 (TRAFFIC C) (1½") (PG 76-22)

TRAVEL LANES (R1, R2)

MILLING

MILL EXISTING ASPHALT PAVEMENT FOR DEPTH (4")

RESURFACING

TYPE SP STRUCTURAL COURSE (TRAFFIC C) (2½")
AND FRICTION COURSE FC-12.5 (TRAFFIC C) (1½") (PG 76-22)

TRAFFIC DATA

CURRENT YEAR = 2025 AADT = 39,500
ESTIMATED OPENING YEAR = 2027 AADT = 40,200
ESTIMATED DESIGN YEAR = 2047 AADT = 48,100
K = 9.0% D = 50.0% T = 14.15% (24 HOUR)
DESIGN HOUR T = 7.57%
DESIGN SPEED = 35 MPH
CONTEXT CLASSIFICATION = C4

NOTES

1. DURING MILLING OPERATIONS, BASE EXPOSURE MAY OCCUR AT CERTAIN LOCATIONS. DURING MAINTENANCE OF TRAFFIC, BASE MUST BE PROTECTED AT ALL TIMES. TRAFFIC WILL NOT BE ALLOWED ON THE EXISTING BASE MATERIAL. THE CONTRACTOR MAY PROVIDE A LEVELING COURSE AS NEEDED TO REPAIR THE BASE.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

MICHAEL ZACHARY KERKMAN, P.E.
LICENSE NUMBER: 91145
COMPREHENSIVE ENG. SERVICES, INC.
201 S ORANGE AVE, SUITE 1300
ORLANDO, FL 32801-3442

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

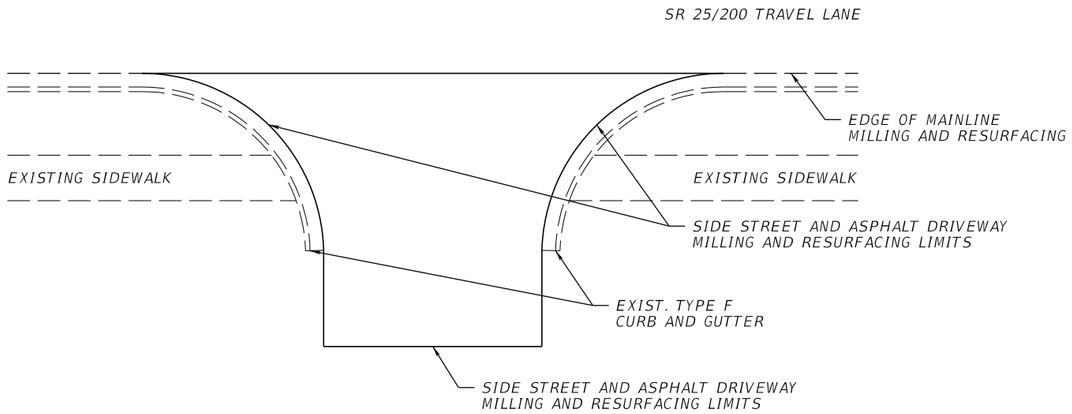
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 25/200	MARION	452635-1-52-01

TYPICAL SECTIONS

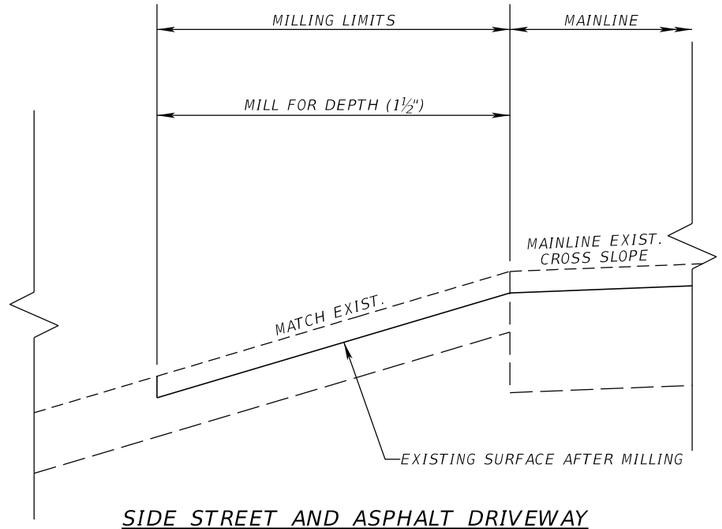
SHEET NO. 3

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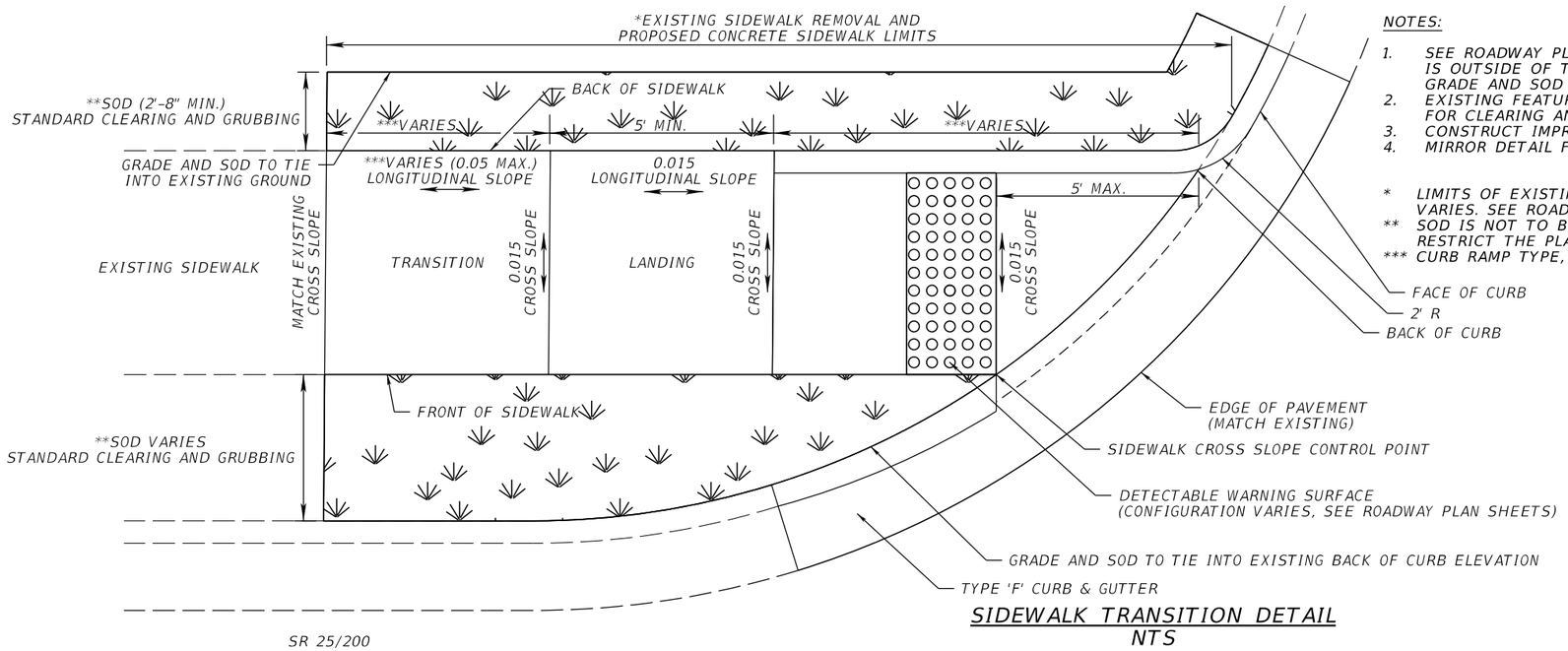
SIDE STREET AND ASPHALT DRIVEWAY MILLING AND RESURFACING DETAIL
NTS



SIDE STREET AND ASPHALT DRIVEWAY MILLING DETAIL
NTS

MILLING	RESURFACING
MILL EXISTING ASPHALT PAVEMENT FOR DEPTH (1½")	FRICTION COURSE FC-12.5 (1½") (PG 76-22)

NOTE: MIRROR DETAIL FOR LEFT SIDE STREETS AND ASPHALT DRIVEWAYS.



NOTES:

1. SEE ROADWAY PLAN SHEETS FOR LOCATIONS WHERE EXISTING SIDEWALK TO BE REMOVED IS OUTSIDE OF THE LIMITS OF THE PROPOSED SIDEWALK. REMOVE EXISTING SIDEWALK, GRADE AND SOD AT THOSE LOCATIONS.
2. EXISTING FEATURES INCLUDING PULL BOXES, VALVES, ETC. TO REMAIN IN AREAS SHOWN FOR CLEARING AND GRUBBING, GRADING AND SODDING UNLESS OTHERWISE NOTED.
3. CONSTRUCT IMPROVEMENTS TO ENSURE POSITIVE DRAINAGE.
4. MIRROR DETAIL FOR RIGHT SIDE IMPROVEMENTS.

* LIMITS OF EXISTING SIDEWALK REMOVAL AND PROPOSED CONCRETE SIDEWALK IMPROVEMENTS VARIES. SEE ROADWAY PLAN SHEETS FOR LOCATION, DEPTH AND DIMENSIONS.
** SOD IS NOT TO BE PROVIDED AT LOCATIONS WHERE R/W LIMITS OR EXISTING FEATURES RESTRICT THE PLACEMENT OF SOD. SEE ROADWAY PLAN SHEETS.
*** CURB RAMP TYPE, WIDTH AND SLOPE VARIES. SEE ROADWAY PLAN SHEETS.

SIDEWALK TRANSITION DETAIL
NTS

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TYPICAL SECTION DETAILS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHAEL ZACHARY KERKMAN, P.E. LICENSE NUMBER: 91145 COMPREHENSIVE ENG. SERVICES, INC. 201 S ORANGE AVE, SUITE 1300 ORLANDO, FL 32801-3442	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		4
					SR 25/200	MARION	452635-1-52-01		

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℄ CONST. SR 200
(SW 10TH ST.)

STA. 114+43.23
℄ CONST. SR 25/SR 200 =
STA. 225+46.44
℄ CONST. SR 200 (SW 10TH ST.)

BEGIN CONSTRUCTION
STA. 114+91.12
℄ CONST. SR 25/SR 200

BEGIN PROJECT
BEGIN MILLING AND RESURFACING
STA. 115+09.35
℄ CONST. SR 25/SR 200

℄ CONST. SR 25/200

N00°22'30"E

℄ CONST. SR 25/SR 200

92°06'19"

N88°16'11"E

STATION EQUATION:
℄ CONST. SR 200 (SW 10TH ST.)
STA. 225+46.44 (BACK) =
STA. 325+46.44 (AHEAD)
℄ CONST. SW 10TH ST.

℄ CONST. SW 10TH ST.

END PROJECT
END CONSTRUCTION
END MILLING AND RESURFACING
STA. 130+05.69
℄ CONST. SR 25/SR 200

0 50 200
Feet

LEGEND:

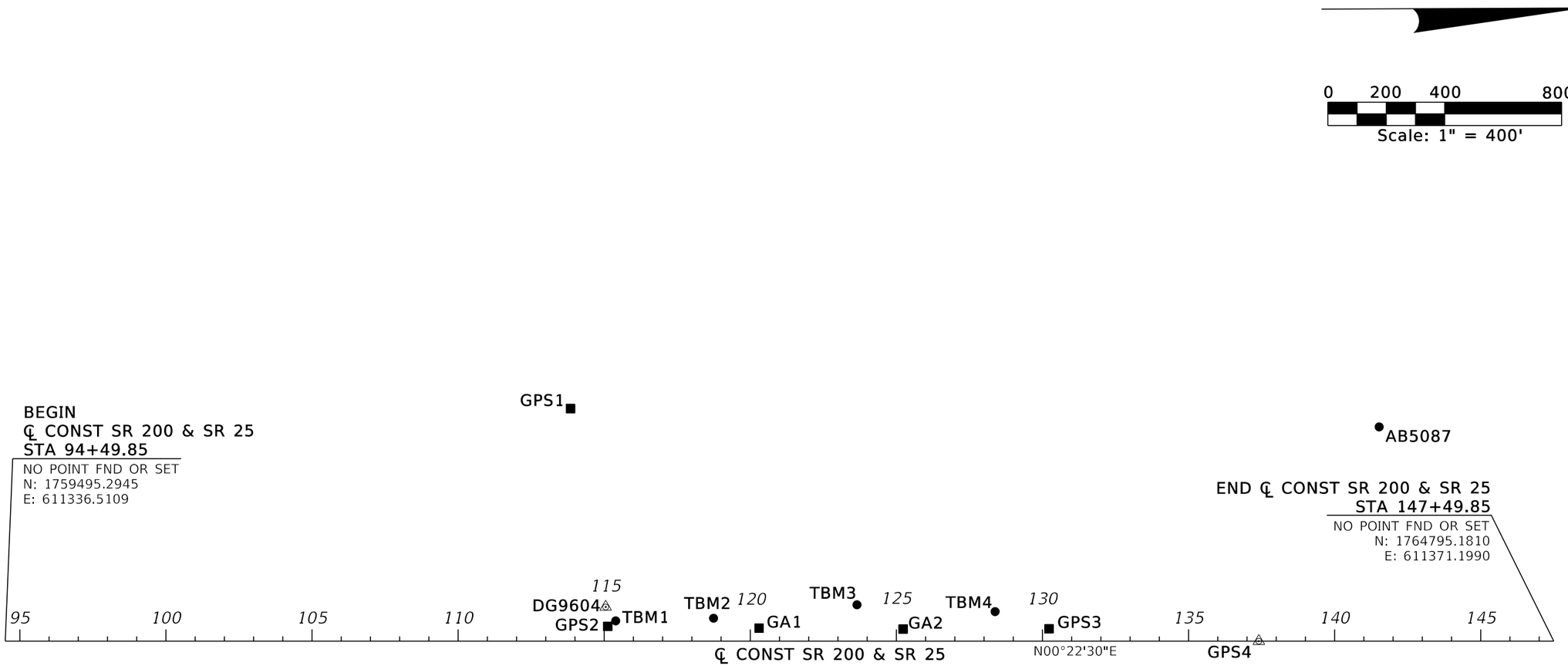
(XX) = DENOTES SHEET NUMBER

= DENOTES SHEET BORDER

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PROJECT LAYOUT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHAEL ZACHARY KERKMAN, P.E. LICENSE NUMBER: 91145 COMPREHENSIVE ENG. SERVICES, INC. 201 S ORANGE AVE, SUITE 1300 ORLANDO, FL 32801-3442	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		5
					SR 25/200	MARION	452635-1-52-01		

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GENERAL NOTES:

1. ANY PROJECT CONTROL MONUMENT WITHIN THE LIMITS OF CONST IS TO BE PROTECTED. IF A MONUMENT IS IN DANGER OF BEING DESTROYED THE PROJECT ADMINISTRATOR SHOULD NOTIFY THE DISTRICT SURVEYOR AND MAPPER, WITHOUT DELAY, BY TELEPHONE AT (386) 943-5111 OR BY E-MAIL AT Jenny.Palmer@dot.state.fl.us.

2. THE HORIZONTAL COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE 902, 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, AS ESTABLISHED FROM FLORIDA PERMENENT REFERENCE NETWORK CONTINOUS OPERATING REFRENCE STATIONS OCALA, GAINESVILLE, DUNNELLON, WYSONG DAM, PALATKA AND DELAND.

3. THE VERTICAL CONTROL DATA SHOWN HEREON IS BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988, AS ESTABLISHED FROM NATIONAL GEODETIC SURVEY BENCHMARKS DG9604 AND AB5087.

4. HORIZONTAL POSITION INFORMATION FOR VERTICAL CONTROL, IF SHOWN TO THE NEAREST FOOT FOR COORDINATE (X AND Y) POSITIONS AND NEAREST TENTH OF A SECOND FOR LATITUDE AND LONGITUDE, ARE FOR RECON PURPOSES ONLY AND ARE NOT INTENDED FOR USE AS HORIZONTAL CONTROL.

5. DATA AS SHOWN HEREON IS EXPRESSED IN ENGLISH UNITS.

6. CENTERLINE OF CONSTRUCTION OF STATE ROAD 200 & STATE ROAD 25 (℄ CONST SR 200 & SR 25) WAS PROVIDED BY COMPREHENSIVE ENGINEERING SERVICES, INC. AND HAS NOT BEEN STAKED OR REFERENCED IN THE FIELD.

LEGEND
- ● = VERTICAL CONTROL POINT
- ■ = HORIZONTAL CONTROL POINT
- ◬ = HORIZONTAL & VERTICAL CONTROL POINT
- □ ○ = ℄ CONST CONTROL POINTS

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PROJECT CONTROL	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHAEL ZACHARY KERKMAN, P.E. LICENSE NUMBER: 91145 COMPREHENSIVE ENG. SERVICES, INC. 201 S ORANGE AVE, SUITE 1300 ORLANDO, FL 32801-3442	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		6
					SR 25/200	MARION	452635-1-52-01		

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HORIZONTAL AND VERTICAL CONTROL

POINT ID	℄ CONST SR 200 & SR 25 STATION	OFFSET	ELEV. (Z)	DESCRIPTION / "STAMPING"	NORTHING (Y)	EASTING (X)	LATITUDE	LONGITUDE	SCALE FACTOR
GPS1	113+84.89	794.83 LT	N/A	5/8" IRON ROD & CAP "FDOT TRAV PT LB 6556"	1761435.4984	610554.3645	N/A	N/A	N/A
DG9604	115+05.03	116.64' LT	112.657'	STAINLESS STEEL ROD IN 4" PVC CaSING W/ METAL RING "NGS R 593 2003"	1761551.1920	611233.3270	29 10 45.85938	82 08 26.91208	0.99994349
GPS2	115+12.26	50.46' LT	N/A	5/8" IRON ROD & CAP "FDOT TRAV PT LB 6556"	1761557.9956	611299.5484	N/A	N/A	N/A
TBM1	115+39	69' LT	115.49'	NAIL & DISK "GEODATA LB 6556 BENCHMARK"	1761585	611281	N/A	N/A	N/A
TBM2	118+74	78' LT	108.55'	NAIL & DISK "GEODATA LB 6556 BENCHMARK"	1761920	611274	N/A	N/A	N/A
GA1	120+30.06	44.28' LT	N/A	5/8" IRON ROD & CAP "FDOT TRAV PT LB 6556"	1762075.7417	611309.1210	N/A	N/A	N/A
TBM3	123+65	124' LT	105.30'	NAIL & DISK "GEODATA LB 6556 BENCHMARK"	1762411	611232	N/A	N/A	N/A
GA2	125+22.67	41.20' LT	N/A	5/8" IRON ROD & CAP "FDOT TRAV PT LB 6556"	1762568.3170	611315.4225	N/A	N/A	N/A
TBM4	128+38	101' LT	102.45'	NAIL & DISK "GEODATA LB 6556 BENCHMARK"	1762884	611258	N/A	N/A	N/A
GPS3	130+22.64	41.87' LT	N/A	5/8" IRON ROD & CAP "FDOT TRAV PT LB 6556"	1763068.2796	611318.0224	N/A	N/A	N/A
GPS4	137+40.20	0.64' RT	81.13'	NAIL & DISK "FDOT TRAV LB 6556"	1763785.5482	611365.2264	N/A	N/A	N/A
AB5087	141+52	732.45' LT	73.606'	3.5" ALUMINUM NGS DISK "S 423 1994" IN PIER OF BRIDGE	1764202	610635	29 11 12.1	82 08 33.7	N/A

GENERAL NOTES:

1. ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND UTILIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBJECT PROJECT. THE PROFESSIONAL SURVEYOR AND MAPPER OF RECORD IS:

   MATT LALUZERNE, P.S.M.
   P.S.M. NO: LS6766
   MCKIM & CREED, INC.
   123 N. INDUSTRIAL DRIVE, SUITE D
   ORANGE CITY, FL 32763
   CERTIFICATE OF AUTHORIZATION: LB7917

2. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED Vv, Vh AND Vvh) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

3. UTILITY/AGENCY OWNERS:

COMPANIES	CONTACT NAME	TELEPHONE NUMBERS
AT&T FLORIDA DISTRUBUTION	LUISMER MENDOZA	786-635-4840
AT&T TRANSMISSION	JEFF PROSSER	813-342-0512
CENTURYLINK	DANIEL GOETTE	NOT LISTED
CITY OF OCALA ELECTRIC	MATTHEW ALBORN	352-351-6627
CITY OF OCALA FIBER	OSHANE PARKER	352-401-6912
CITY OF OCALA WATER/SEWER	SEAN LANIER	352-351-6772
COX CABLE	MATHEW BERRY	NOT LISTED
LUMEN/LEVEL 3	ERIC WELLS	407-842-9634
TECO PEOPLES GAS	BRUCE STOUT	407-420-2678
UNITI FIBER	MICHAEL CHESSER	904-506-7208
VERIZON BUSINESS/MCI	TIM COLE	407-702-6425

4. TRANSIT SERVICE COORDINATION:

	CONTACT	TELEPHONE NUMBERS	EMAIL
START WORK NOTIFICATION:	ROB BALMES, OCALA/MARION COUNTY, TPO DIRECTOR	(352) 438-2630	ROB.BALMES@MARIONFL.ORG
	STEVEN NEAL, TRANSIT MANAGER	(352) 629-8286	SNEAL@OCALAFL.GOV
LANE CLOSURE NOTIFICATIONS:	ROB BALMES, OCALA/MARION COUNTY, TPO DIRECTOR	(352)438-2630	ROB.BALMES@MARIONFL.ORG
	NOEL COOPER, DEPUTY CITY ENGINEER	(352) 351-6708	NCOOPER@OCALAFL.GOV

PROJECT NOTES:

1. THE CENTERLINE OF CONSTRUCTION SR 25/200, CENTERLINE OF CONSTRUCTION SR 200 (SW 10TH ST.), CENTERLINE OF CONSTRUCTION SW 10TH ST. AND RIGHT-OF-WAY INFORMATION WAS ESTABLISHED UTILIZING EXISTING RIGHT-OF-WAY MAPS, AS-BUILT PLANS, AND PROPERTY APPRAISER INFORMATION AND IS FOR REFERENCE PURPOSES ONLY. NOTE THAT ALL STATION AND OFFSET LABELS ARE IN REFERENCE TO THE CENTERLINE OF CONSTRUCTION SR 25/200 UNLESS OTHERWISE NOTED.

2. CONVENTIONAL SURVEY WAS PERFORMED ONLY AT SELECT LOCATIONS. AREAS WITHOUT CONVENTIONAL SURVEY SHOW TOPOGRAPHIC LINES DEVELOPED BY AERIAL IMAGERY AND ARE FOR REFERENCE PURPOSES ONLY. STATION AND OFFSET LABELS OUTSIDE OF CONVENTIONALLY SURVEYED LOCATIONS ARE APPROXIMATE.

3. THE SPECIAL ABBREVIATION DEFINITIONS ARE AS FOLLOWS:

ABBREVIATION:	DEFINITION:
TTCP	TEMPORARY TRAFFIC CONTROL PLAN
W/	WITH

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD
MICHAEL ZACHARY KERKMAN, P.E.
LICENSE NUMBER: 91145
COMPREHENSIVE ENG. SERVICES, INC.
201 S ORANGE AVE, SUITE 1300
ORLANDO, FL 32801-3442

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 25/200	MARION	452635-1-52-01

GENERAL NOTES

SHEET NO. 8

Q:\FDOT\2201107\45263515201\Roadway\GNNTRD01.dgn : GENERALNOTES
zkerkman 3/12/2026 10:09:29 AM

STA. 114+43.23
℄ CONST. SR 25/SR 200 =
STA. 225+46.44
℄ CONST. SR 200 (SW 10TH ST.)

BEGIN CONSTRUCTION
STA. 114+91.12
℄ CONST. SR 25/SR 200

BEGIN PROJECT
BEGIN MILLING AND RESURFACING
STA. 115+09.35
℄ CONST. SR 25/SR 200

STATION EQUATION:
℄ CONST. SR 200
(SW 10TH ST.)
STA. 225+46.44 (BACK) =
STA. 325+46.44 (AHEAD)
℄ CONST. SW 10TH ST.

MATCH LINE STA. 119+10.00

LEGEND:

= 4" MILLING AND RESURFACING
= 3" MILLING AND RESURFACING
= 1½" MILLING AND RESURFACING
= REMOVAL OF EXIST. CONCRETE
= CONST. 6" CONC. SIDEWALK
= DETECTABLE WARNING SURFACE

*NOTE:
1. SEE SPECIAL DETAILS FOR ADDITIONAL INFORMATION.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD
MICHAEL ZACHARY KERKMAN, P.E.
LICENSE NUMBER: 91145
COMPREHENSIVE ENG. SERVICES, INC.
201 S ORANGE AVE, SUITE 1300
ORLANDO, FL 32801-3442

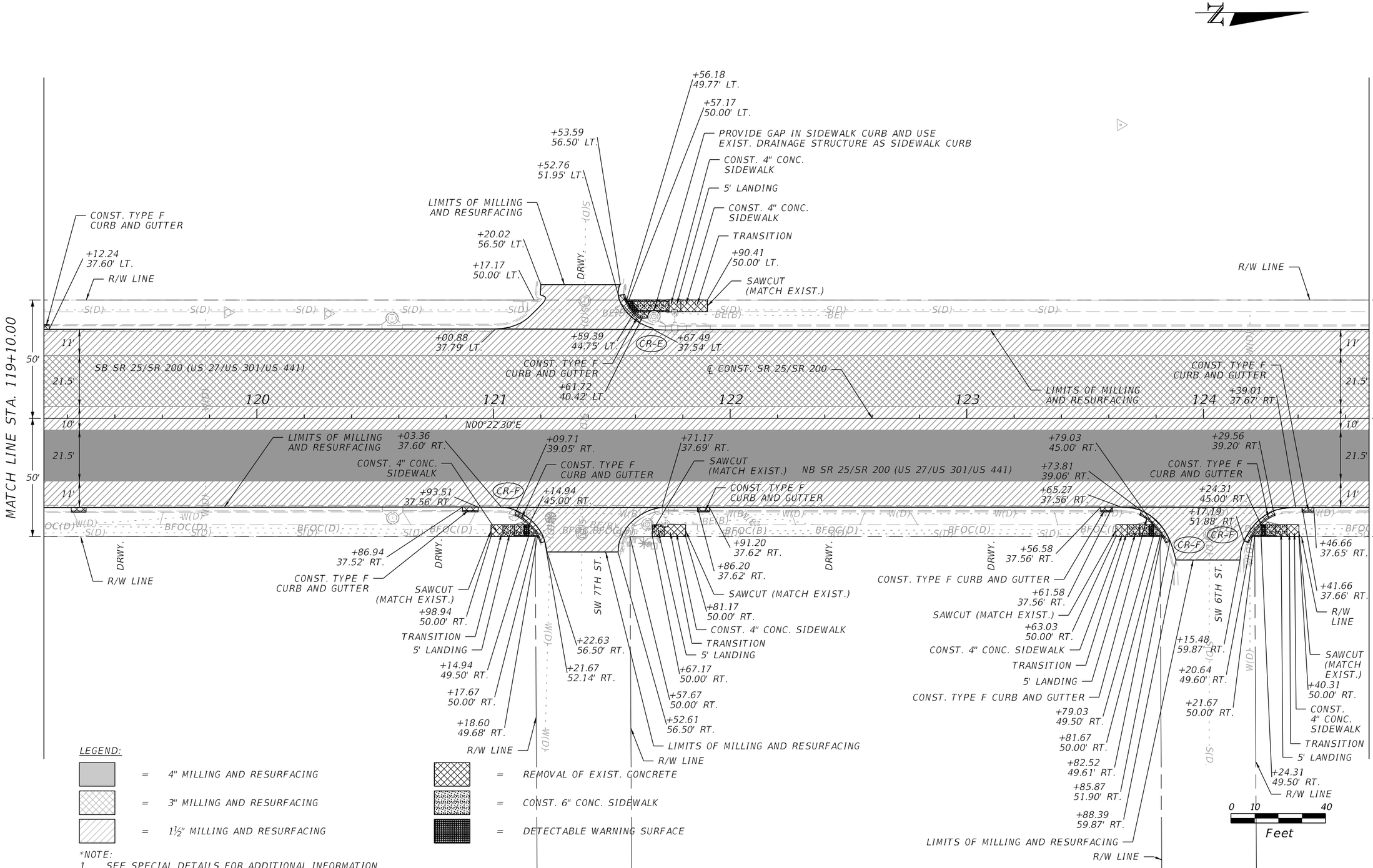
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 25/200	MARION	452635-1-52-01

ROADWAY PLAN

SHEET NO. 9

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zkerkman 3/12/2026 10:09:34 AM



*NOTE:
1. SEE SPECIAL DETAILS FOR ADDITIONAL INFORMATION.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

MICHAEL ZACHARY KERKMAN, P.E.
LICENSE NUMBER: 91145
COMPREHENSIVE ENG. SERVICES, INC.
201 S ORANGE AVE, SUITE 1300
ORLANDO, FL 32801-3442

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

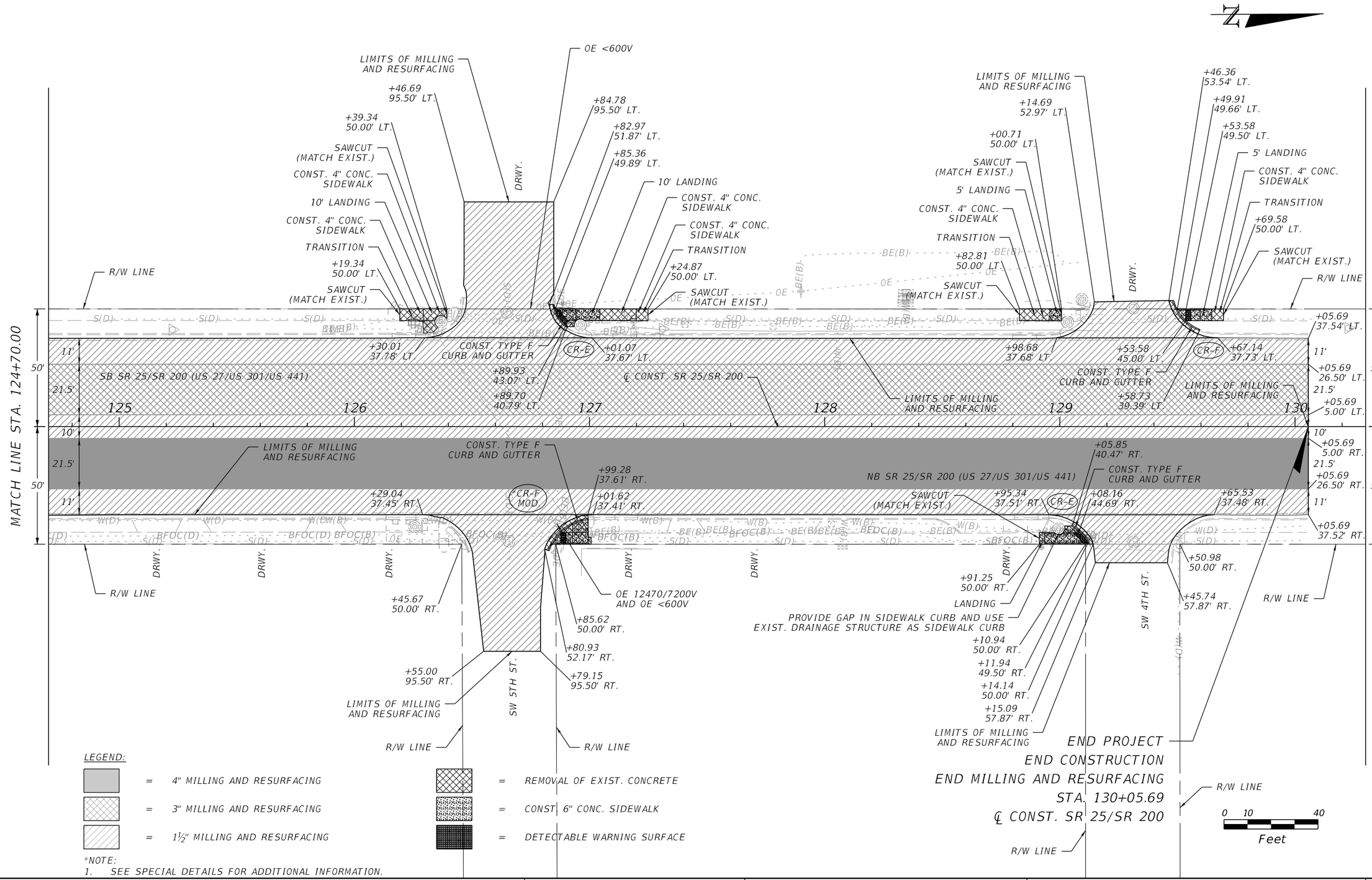
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 25/200	MARION	452635-1-52-01

ROADWAY PLAN

SHEET NO. 10

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

MICHAEL ZACHARY KERKMAN, P.E.
LICENSE NUMBER: 91145
COMPREHENSIVE ENG. SERVICES, INC.
201 S ORANGE AVE, SUITE 1300
ORLANDO, FL 32801-3442

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 25/200	MARION	452635-1-52-01

ROADWAY PLAN

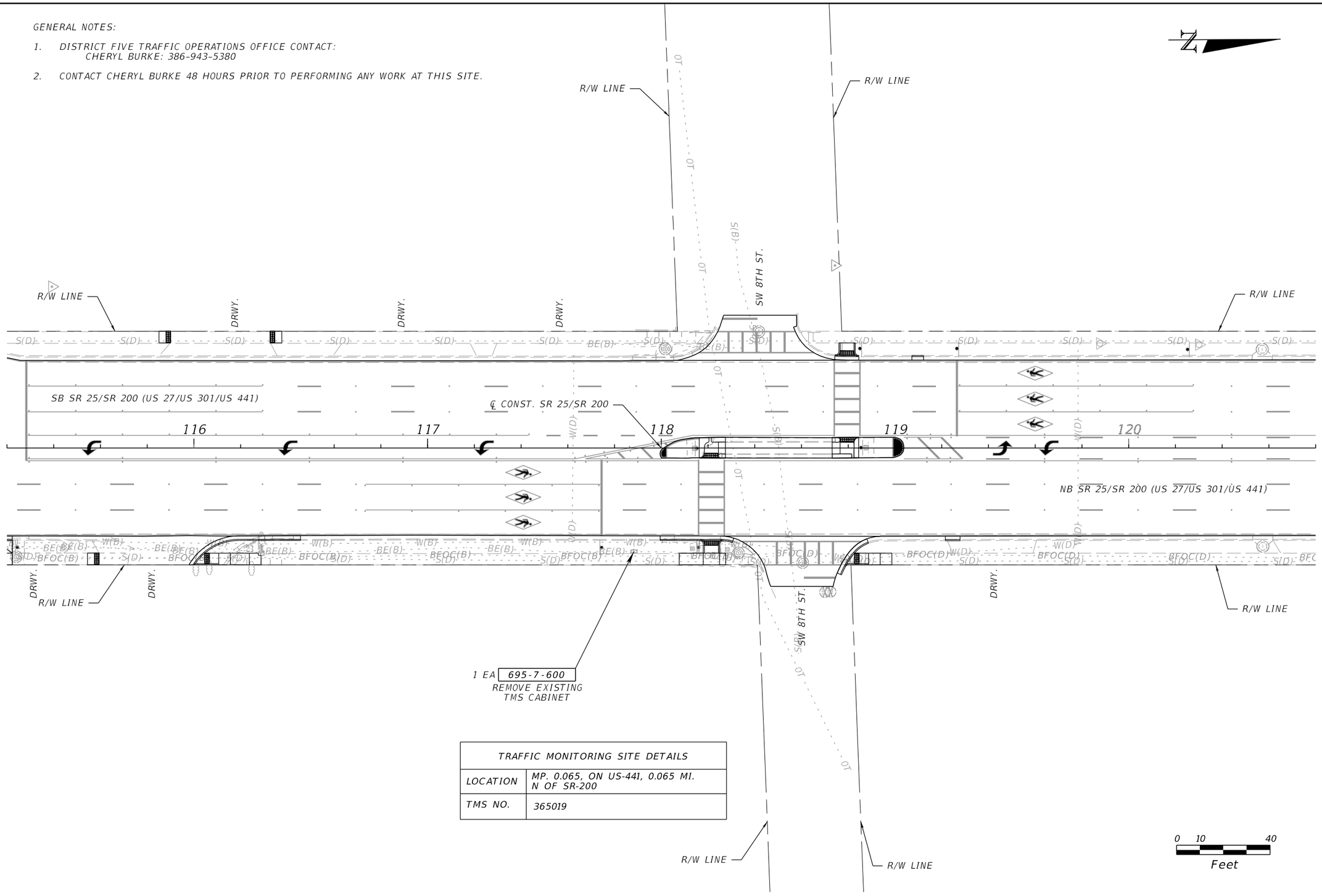
SHEET NO. 11

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zkerkman 3/12/2026 10:09:36 AM

GENERAL NOTES:

1. DISTRICT FIVE TRAFFIC OPERATIONS OFFICE CONTACT:
   CHERYL BURKE: 386-943-5380

2. CONTACT CHERYL BURKE 48 HOURS PRIOR TO PERFORMING ANY WORK AT THIS SITE.



TRAFFIC MONITORING SITE DETAILS	
LOCATION	MP. 0.065, ON US-441, 0.065 MI. N OF SR-200
TMS NO.	365019

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

ZACHARY GEORGE PRYTULA, P.E.
LICENSE NUMBER: 88655
COMPREHENSIVE ENG. SERVICES, INC.
201 S ORANGE AVE, SUITE 1300
ORLANDO, FL 32801-3442

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 25/200	MARION	452635-1-52-01

TRAFFIC MONITORING SITE

SHEET NO. 12

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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zkerkman 3/12/2026 10:09:38 AM

NB SR 25/SR 200 (US 27/US 301/US 441)

STA. 115+07.28
41.00' RT.

STA. 115+16.28
40.67' RT.

CONST. SIDEWALK CURB (TYP.)

CR-C MOD.

SAWCUT (MATCH EXIST.)

STA. 114+96.94
46.13' RT.

0.02 MAX.

1:12 MAX

6'

5'

1:12 MAX

STA. 114+94.54
49.95' RT.

STA. 115+07.58
49.50' RT.

STA. 115+22.28
50.00' RT.

DRWY.

STA. 115+07.28
49.58' RT.

LANDING

R/W LINE

STA. 114+95.27
54.63' RT.

PROVIDE GAP IN SIDEWALK CURB AND USE EXIST. LIGHT POLE FOUNDATION AS SIDEWALK CURB

STA. 114+94.26
55.44' RT.

STA. 115+00.42
50.85' RT.

SW 10TH ST.

R/W LINE

STA. 114+97.05
53.18' RT.

STA. 114+94.22
55.90' RT.

0 2 10
Feet

LEGEND:

= 4" MILLING AND RESURFACING

= 3" MILLING AND RESURFACING

= 1½" MILLING AND RESURFACING

= REMOVAL OF EXISTING CONCRETE

= CONST. 6" CONC. SIDEWALK

= DETECTABLE WARNING SURFACE

NB SR 25/SR 200 (US 27/US 301/US 441)

STA. 126+96.51
40.00' RT.

STA. 126+87.82
45.00' RT.

STA. 126+99.45
44.38' RT.

SAWCUT (MATCH EXIST.)

CR-F MOD. OE

STA. 126+83.09
50.67' RT.

0.02 MAX.

0.02 MAX.

1:12 MAX

STA. 127+00.75
50.00' RT.

LANDING

R/W LINE

STA. 126+99.45
49.50' RT.

STA. 126+92.82
49.50' RT.

CONST. SIDEWALK CURB

SW 5TH ST.

STA. 126+87.82
49.50' RT.

DRWY.

STA. 126+84.91
49.50' RT.

2' R

R/W LINE

0 2 10
Feet

SB SR 25/SR 200 (US 27/US 301/US 441)

STA. 118+20.41
3.99' LT.

0.5' R

STA. 118+19.91
4.49' LT.

STA. 118+21.41
4.02' LT.

STA. 118+20.41
2.94' LT.

0.5' R

0.5' R

STA. 118+21.91
4.52' LT.

STA. 118+20.02
2.45' LT.

STA. 118+21.41
3.02' LT.

2' R

0.5' R

STA. 118+16.25
4.44' LT.

STA. 118+21.92
2.52' LT.

STA. 118+18.44
0.50' LT.

STA. 118+27.46
4.59' LT.

SAWCUT (MATCH EXIST.)

SAWCUT (MATCH EXIST.)

STA. 118+18.44
2.23' RT.

0.02 MAX.

STA. 118+25.32
2.50' RT.

2' R

0.9' R

STA. 118+27.44
4.25' RT.

STA. 118+16.25
4.23' RT.

STA. 118+25.31
4.25' RT.

STA. 118+16.43
4.23' RT.

NB SR 25/SR 200 (US 27/US 301/US 441)

0 2 10
Feet

SB SR 25/SR 200 (US 27/US 301/US 441)

STA. 118+75.49
4.49' LT.

1' R

STA. 118+73.14
4.47' LT.

STA. 118+84.47
4.53' LT.

2' R

STA. 118+75.50
2.49' LT.

0.02 MAX.

STA. 118+82.48
2.53' LT.

SAWCUT (MATCH EXIST.)

SAWCUT (MATCH EXIST.)

STA. 118+73.14
4.26' RT.

STA. 118+84.47
4.24' RT.

STA. 118+80.97
2.49' RT.

STA. 118+82.98
4.24' RT.

NB SR 25/SR 200 (US 27/US 301/US 441)

0.5' R

0.5' R

STA. 118+81.48
2.99' RT.

STA. 118+82.48
3.74' RT.

STA. 118+80.98
4.24' RT.

0.5' R

STA. 118+81.48
3.74' RT.

0 2 10
Feet

MODIFIED CURB RAMPS

SPECIAL DETAILS

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

MICHAEL ZACHARY KERKMAN, P.E.
LICENSE NUMBER: 91145
COMPREHENSIVE ENG. SERVICES, INC.
201 S ORANGE AVE, SUITE 1300
ORLANDO, FL 32801-3442

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 25/200	MARION	452635-1-52-01

SHEET NO. 13

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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SUMMARY OF VERIFIED UTILITIES

Vvh #	UTILITY DESCRIPTION (Owner, type)	SIZE	MATERIALS	℄ and/or ℄			EXISTING GROUND ELEVATION	TOP ELEVATION	COMMENTS
				STATION	OFFSET	LT/RT			
1-1	N/A, EXP	N/A	N/A	115+05.63	48.64	RT	114.86	N/A	EXPLORATORY - NO UTILITIES FOUND; VACUUMED 4.00 / PROBED 8.00 F/D
1-2	N/A, EXP	N/A	N/A	115+07.22	50.47	RT	115.10	N/A	EXPLORATORY - NO UTILITIES FOUND; VACUUMED 4.00 / PROBED 8.00 F/D
1-3	N/A, EXP	N/A	N/A	115+05.35	52.20	RT	115.10	N/A	EXPLORATORY - NO UTILITIES FOUND; VACUUMED 4.00 / PROBED 8.00 F/D
1-4	N/A, EXP	N/A	N/A	115+03.29	50.36	RT	114.90	N/A	EXPLORATORY - NO UTILITIES FOUND; VACUUMED 4.00 / PROBED 8.00 F/D
2-1	MARION COUNTY, STM	UNK	UNK	126+31.87	49.21	LT	107.48	101.18	UNABLE TO VISUALLY VERIFY SIZE AND MATERIAL OF PIPE.
2-2	MARION COUNTY, TS	2"	PVC	126+34.60	47.99	LT	107.44	105.52	
2-3	N/A, EXP	N/A	N/A	126+32.59	45.76	LT	107.54	N/A	EXPLORATORY - NO UTILITIES FOUND; VACUUMED 3.62 / PROBED 6.16 F/D
2-4	MARION COUNTY, TS	2"	PVC	126+30.70	47.71	LT	107.55	105.63	
3-1	N/A, EXP	N/A	N/A	126+41.72	47.96	RT	106.77	N/A	EXPLORATORY - NO UTILITIES FOUND; VACUUMED 5.00 / PROBED 10.00 F/D
3-2	N/A, EXP	N/A	N/A	126+43.25	50.15	RT	106.76	N/A	EXPLORATORY - NO UTILITIES FOUND; VACUUMED 5.00 / PROBED 10.00 F/D
3-3	N/A, EXP	N/A	N/A	126+41.53	52.50	RT	106.94	N/A	EXPLORATORY - NO UTILITIES FOUND; VACUUMED 5.00 / PROBED 10.00 F/D
3-4	N/A, N/A	UNK	CONC	126+39.81	49.90	RT	107.00	105.28	UNABLE TO VACUUM OR PROBE ANY FURTHER DUE TO CONCRETE FOUNDATION
4-1	MARION COUNTY, TS	2"	PVC	126+93.33	47.66	RT	105.64	103.88	
4-2	N/A, N/A	UNK	CONC	126+93.50	47.41	RT	105.64	105.38	CONCRETE FOOTER OR CAP FOUND IN LOCATION.
4-3	N/A, EXP	N/A	N/A	126+94.40	48.65	RT	105.57	N/A	EXPLORATORY - NO UTILITIES FOUND; VACUUMED 5.00 / PROBED 10.00 F/D
4-4	N/A, EXP	N/A	N/A	126+92.21	50.14	RT	105.71	N/A	EXPLORATORY - NO UTILITIES FOUND; VACUUMED 5.00 / PROBED 10.00 F/D
4-5	N/A, EXP	N/A	N/A	126+90.51	48.60	RT	105.65	N/A	EXPLORATORY - NO UTILITIES FOUND; VACUUMED 5.00 / PROBED 10.00 F/D
5-1	MARION COUNTY, STM	UNK	RCP	126+98.89	42.51	LT	105.26	99.86	UNABLE TO VERIFY SIZE OF PIPE.
5-2	N/A, EXP	N/A	N/A	127+00.87	40.31	LT	105.15	N/A	EXPLORATORY - NO UTILITIES FOUND; VACUUMED 3.00 / PROBED 8.00 F/D
5-3	MARION COUNTY, STM	UNK	RCP	127+02.80	42.61	LT	104.96	99.56	UNABLE TO VERIFY SIZE OF PIPE.
5-4	N/A, N/A	UNK	CONC	127+00.73	43.84	LT	105.03	104.53	MARKED EAST EDGE OF CONCRETE STRUCTURE.

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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			VERIFIED UTILITY LOCATE	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHAEL ZACHARY KERKMAN, P.E. LICENSE NUMBER: 91145 COMPREHENSIVE ENG. SERVICES, INC. 201 S ORANGE AVE, SUITE 1300 ORLANDO, FL 32801-3442	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		14
					SR 25/200	MARION	452635-1-52-01		

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TEMPORARY TRAFFIC CONTROL NOTES

1. THERE ARE LANE CLOSURE RESTRICTIONS WITHIN THE PROJECT LIMITS:

   NO LANE CLOSURES ALLOWED FROM 6:30 AM TO 8:30 PM.
   SR 25/200 LANE CLOSURES ARE RESTRICTED TO AN ACTIVE WORK PERIOD.
   LANE R3 CAN BE CONTINUOUSLY CLOSED FOR THE DURATION OF PHASE I – STAGE 1.

2. MAINTAIN THE EXISTING POSTED SPEED LIMITS FOR SR 25/200 AND ALL SIDE STREETS THROUGHOUT THE DURATION OF CONSTRUCTION UNLESS OTHERWISE NOTED BELOW:
   SR 25/200:
   35 MPH

   SIDE STREETS:
   MAINTAIN EXISTING POSTED SPEED LIMITS

3. INSTALL PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) 14 DAYS PRIOR TO LANE CLOSURES. ADDITIONAL PCMS ARE REQUIRED FOR LIGHTED WORK ZONE MESSAGE. DISPLAY MESSAGES AS SHOWN OR AS DIRECTED BY THE ENGINEER.

4. WORK ZONE LENGTHS FOR MILLING AND RESURFACING OPERATIONS IS LIMITED TO THE LENGTH THAT CAN BE MILLED AND RESURFACED IN A WORK PERIOD.

TTCP PHASING NOTES

PHASE I – STAGE 1

THE INTENT OF THIS PHASE IS TO CONSTRUCT PROPOSED SIGNAL EQUIPMENT, PROPOSED SIDEWALK AND PROPOSED CURB RAMPS ON THE EAST SIDE OF THE PROJECT AND MID-BLOCK CROSSING IMPROVEMENTS.
(SEE TTCP PLAN SHEETS AND TTCP TYPICAL SECTIONS)
UTILIZE INDEX 102-602, 102-603, 102-604, 102-613, 102-615, 102-628 AND 102-660 AND A PEDESTRIAN ESCORT/FLAGGER AS NECESSARY.

PHASE I – STAGE 2

THE INTENT OF THIS PHASE IS TO CONSTRUCT PROPOSED SIGNAL EQUIPMENT, PROPOSED SIDEWALK AND PROPOSED CURB RAMPS ON THE WEST SIDE OF THE PROJECT.
(SEE TTCP PLAN SHEETS AND TTCP TYPICAL SECTIONS)
UTILIZE INDEX 102-602, 102-603, 102-604, 102-613, 102-615, 102-628 AND 102-660 AND A PEDESTRIAN ESCORT/FLAGGER AS NECESSARY.

PHASE II – STAGE 1 THRU STAGE 4

THE INTENT OF THIS PHASE IS TO MILL AND RESURFACE THE EXISTING ROADWAY.
(SEE TTCP TYPICAL SECTIONS)
MILL, RESURFACE, PLACE DETECTION LOOPS, PLACE FINAL PAVEMENT MARKINGS AND SIGNS PER THE SIGNING AND PAVEMENT MARKING PLANS.
UTILIZE INDEX 102-602, 102-603, 102-604, 102-613, 102-615, 102-628 AND 102-660 AND A PEDESTRIAN ESCORT/FLAGGER AS NECESSARY.

	A	B
14 DAYS PRIOR TO WORK	EXPECT LANE CLOSURES	TO BEGIN *(DAY) *(DATE)

	A	B
DURING WORK	LANE CLOSURE AHEAD	*(BEG TIME) TO *(END TIME)

	A	B
WHEN LIGHTS ARE USED	LIGHTED WORK ZONE	USE CAUTION

PORTABLE CHANGEABLE MESSAGE SIGN (PCMS) DISPLAY

*INFORMATION IN () TO BE ADDED PER CONSTRUCTION SCHEDULE.

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TTCP NOTES

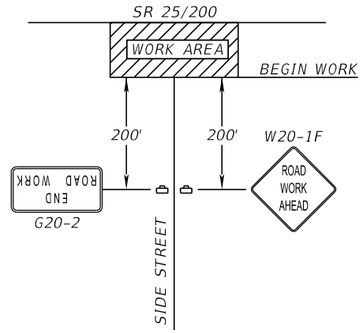
REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHAEL ZACHARY KERKMAN, P.E. LICENSE NUMBER: 91145 COMPREHENSIVE ENG. SERVICES, INC. 201 S ORANGE AVE, SUITE 1300 ORLANDO, FL 32801-3442	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		15
					SR 25/200	MARION	452635-1-52-01		

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W8-11

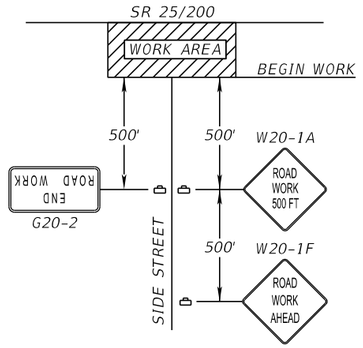
NOTE: UTILIZE W8-11 SIGNS WHEN THERE IS A DIFFERENCE IN ELEVATION BETWEEN TRAVEL LANES.



SW 8TH STREET (EAST)
SW 8TH STREET (WEST)
SW 7TH STREET (EAST)
SW 6TH STREET (EAST)

UN-SIGNALIZED SIDE STREET ADVANCE SIGNING

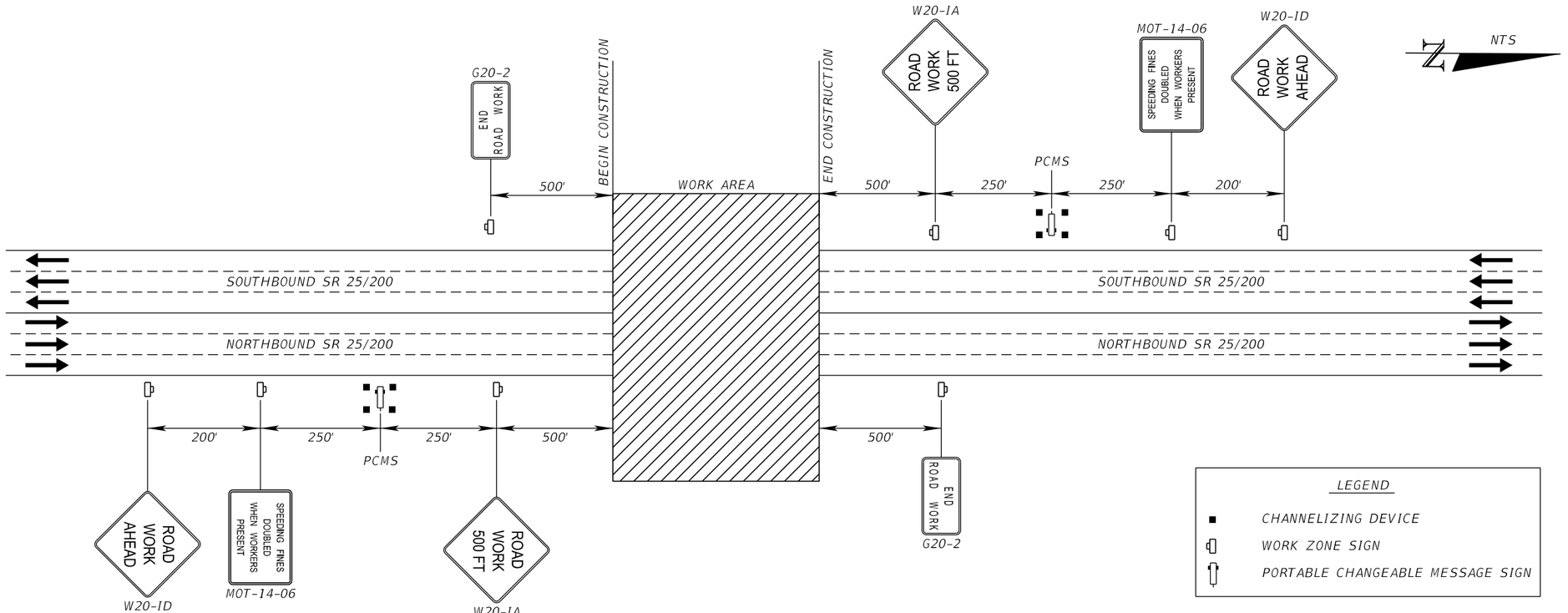
NTS



SW 10TH STREET (EAST)
SW 10TH STREET (WEST)
SW 5TH STREET (EAST)

SIGNALIZED SIDE STREET ADVANCE SIGNING

NTS



MAINLINE ADVANCE SIGNING

NTS

N NTS

TTCP ADVANCE SIGNING

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD
MICHAEL ZACHARY KERKMAN, P.E.
LICENSE NUMBER: 91145
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ORLANDO, FL 32801-3442

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

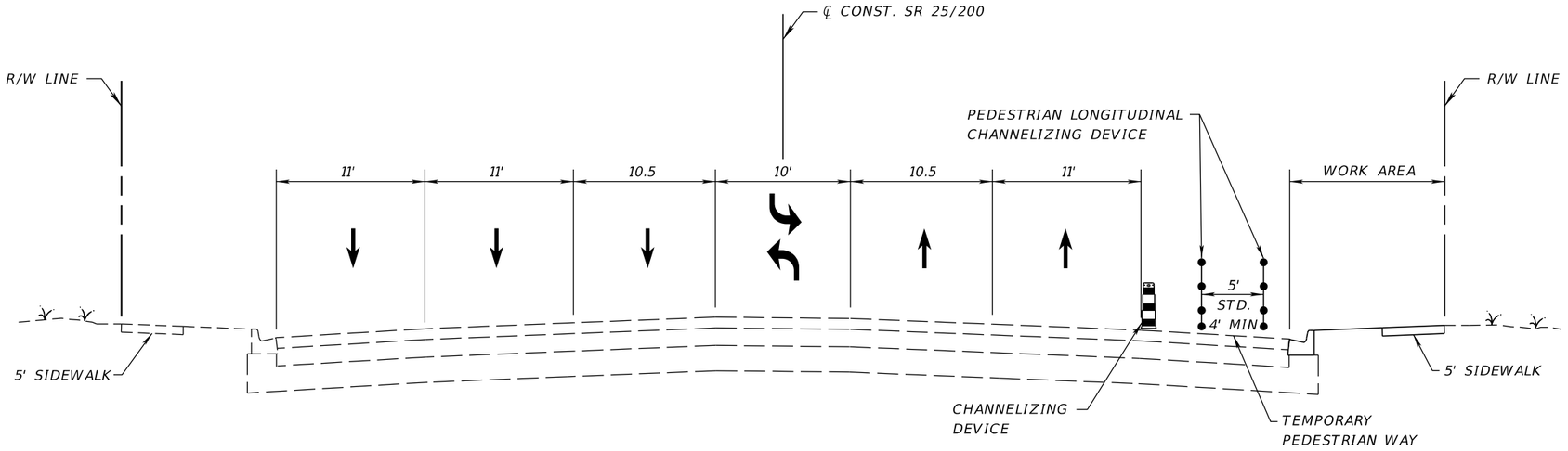
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 25/200	MARION	452635-1-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 16

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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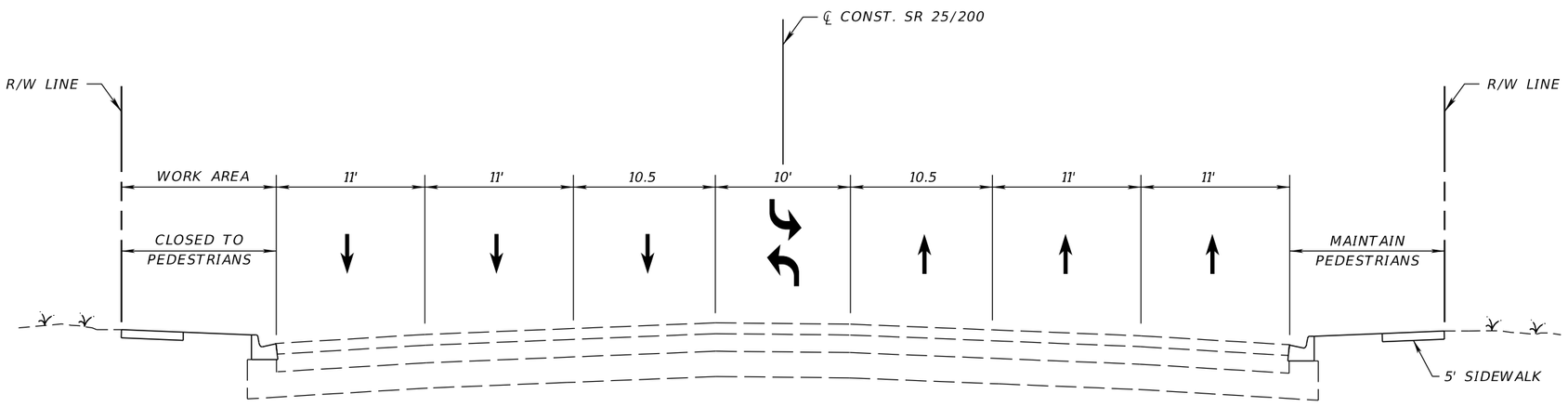
PHASE I – STAGE 1
SR 25/SR 200
STA. 115+09.85 TO STA. 130+05.19

PHASE I-1

INSTALL ADVANCE SIGNING, TEMPORARY PAVEMENT MARKINGS, CHANNELIZING DEVICES AND EROSION CONTROL.

CLOSE NORTHBOUND OUTSIDE LANE, PLACE TEMPORARY PEDESTRIAN WAYS, PEDESTRIAN LONGITUDINAL CHANNELIZING DEVICES, TEMPORARY STRIPING AND SHIFT EAST SIDE PEDESTRIAN TRAFFIC.

CONSTRUCT PROPOSED SIDEWALK AND ADA RAMP AREAS. (SEE ROADWAY PLAN AND TTCP PLAN SHEETS).



PHASE I – STAGE 2
SR 25/SR 200
STA. 115+09.85 TO STA. 130+05.19

PHASE I-2

INSTALL ADVANCE SIGNING, TEMPORARY PAVEMENT MARKINGS, CHANNELIZING DEVICES AND EROSION CONTROL.

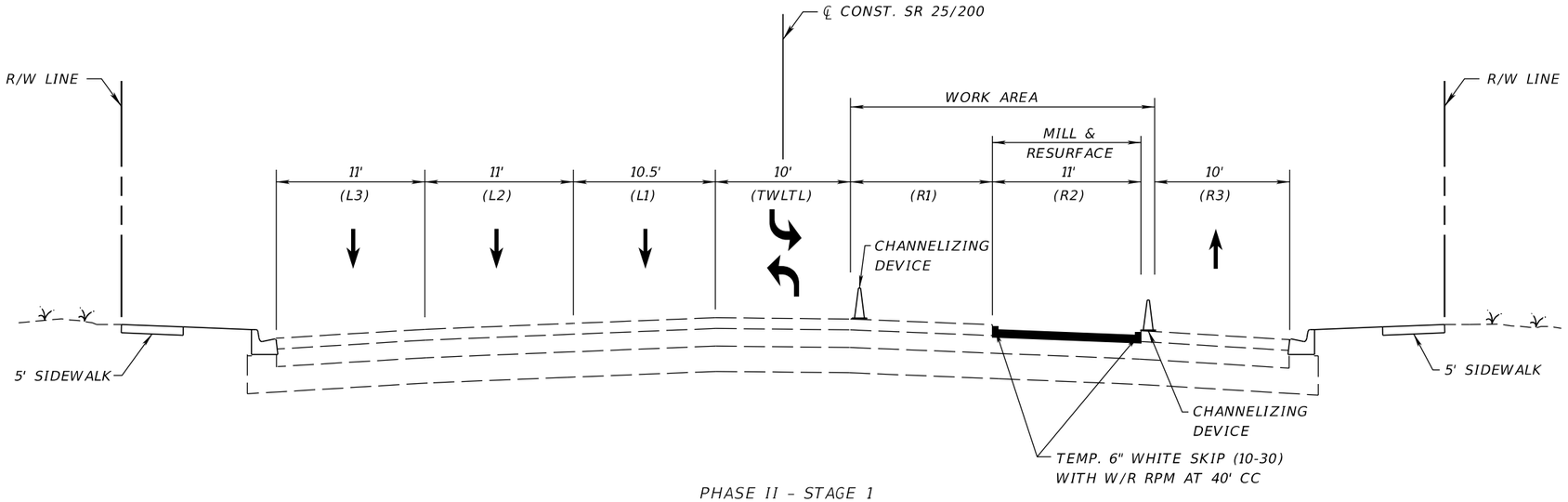
CLOSE WEST SIDE SIDEWALK AND DETOUR PEDESTRIANS TO THE EAST SIDE SIDEWALK. CONSTRUCT WEST SIDE SIDEWALK AND ADA RAMP AREAS. (SEE ROADWAY PLAN AND TTCP PLAN SHEETS).

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TTCP TYPICALS

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHAEL ZACHARY KERKMAN, P.E. LICENSE NUMBER: 91145 COMPREHENSIVE ENG. SERVICES, INC. 201 S ORANGE AVE, SUITE 1300 ORLANDO, FL 32801-3442	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		17
					SR 25/200	MARION	452635-1-52-01		

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PHASE II – STAGE 1
SR 25/SR 200
STA. 115+09.85 TO STA. 130+05.19

PHASE II-1

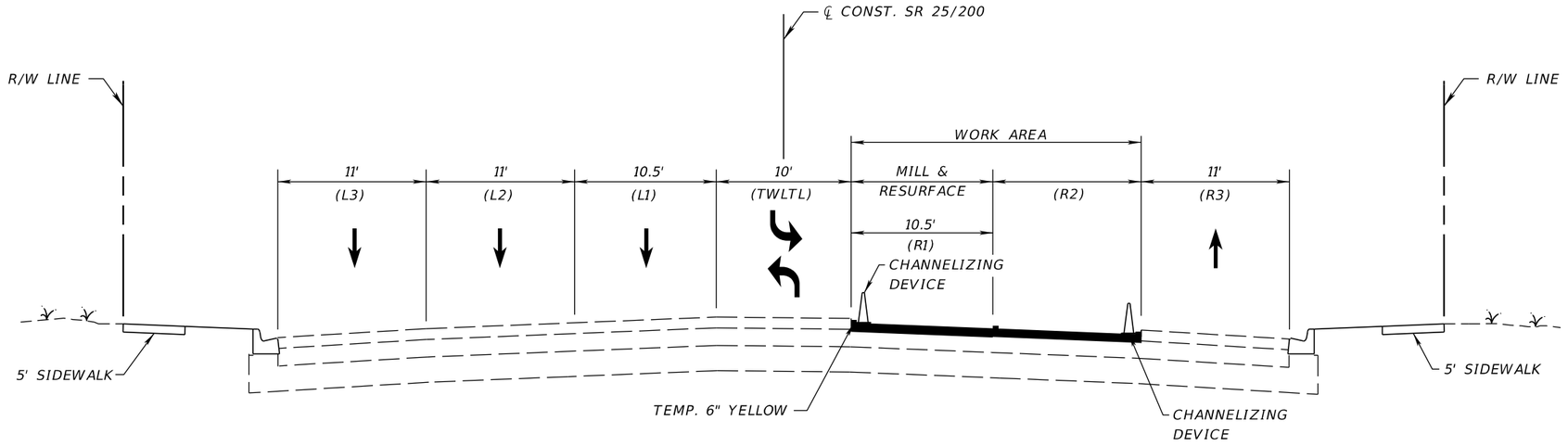
MAINTAIN PEDESTRIANS ON EXISTING SIDEWALK.

UTILIZE 102-613 AND 102-615 TO CLOSE (R1) AND (R2) AND MAINTAIN TRAFFIC ON (R3).

MILL (R2) AND RESURFACE WITH STRUCTURAL COURSE ONLY.

PLACE TEMORARY PAVEMENT MARKINGS PER THIS TYPICAL.

(MIRROR THIS WORK FOR MILLING AND RESURFACING (L2) ON THE SOUTHBOUND SIDE)



PHASE II – STAGE 2
SR 25/SR 200
STA. 115+09.85 TO STA. 130+05.19

PHASE II-2

MAINTAIN PEDESTRIANS ON EXISTING SIDEWALK.

UTILIZE 102-613 AND 102-615 TO CLOSE (R1) AND (R2) AND MAINTAIN TRAFFIC ON (R3).

MILL (R1) AND RESURFACE WITH STRUCTURAL COURSE ONLY.

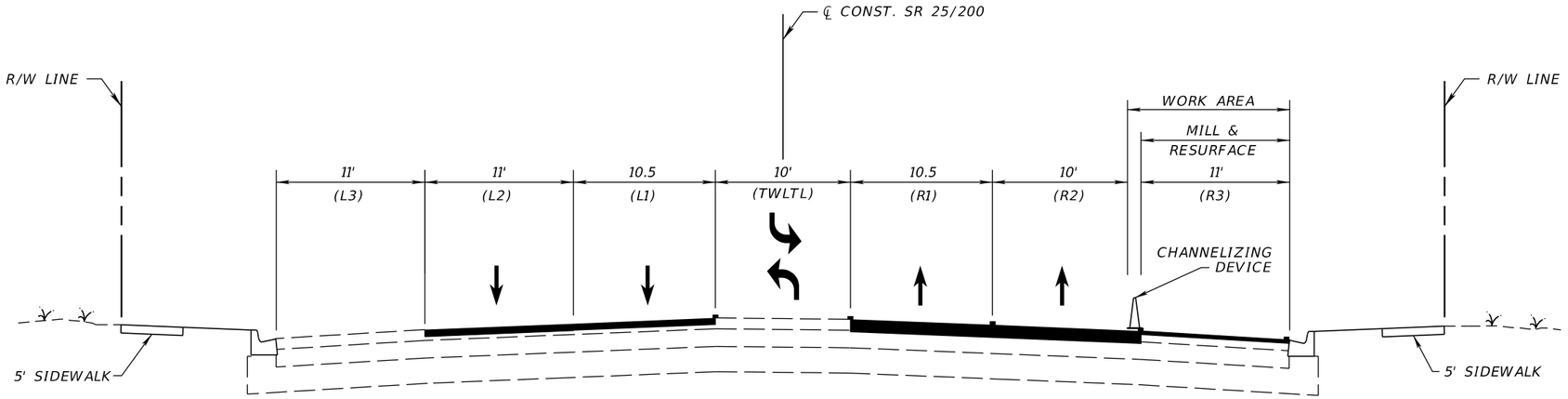
PLACE TEMORARY PAVEMENT MARKINGS PER THIS TYPICAL.

(MIRROR THIS WORK FOR MILLING AND RESURFACING (L1) ON THE SOUTHBOUND SIDE)

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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TTCP TYPICALS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHAEL ZACHARY KERKMAN, P.E. LICENSE NUMBER: 91145 COMPREHENSIVE ENG. SERVICES, INC. 201 S ORANGE AVE, SUITE 1300 ORLANDO, FL 32801-3442	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	TEMPORARY TRAFFIC CONTROL PLAN	18
					SR 25/200	MARION	452635-1-52-01		

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PHASE II – STAGE 3
SR 25/SR 200
STA. 115+09.85 TO STA. 130+05.19

PHASE II-3

MAINTAIN PEDESTRIANS ON EXISTING SIDEWALK.

UTILIZE 102-613 AND 102-615 TO CLOSE (R3) AND MAINTAIN TRAFFIC ON (R1) AND (R2).

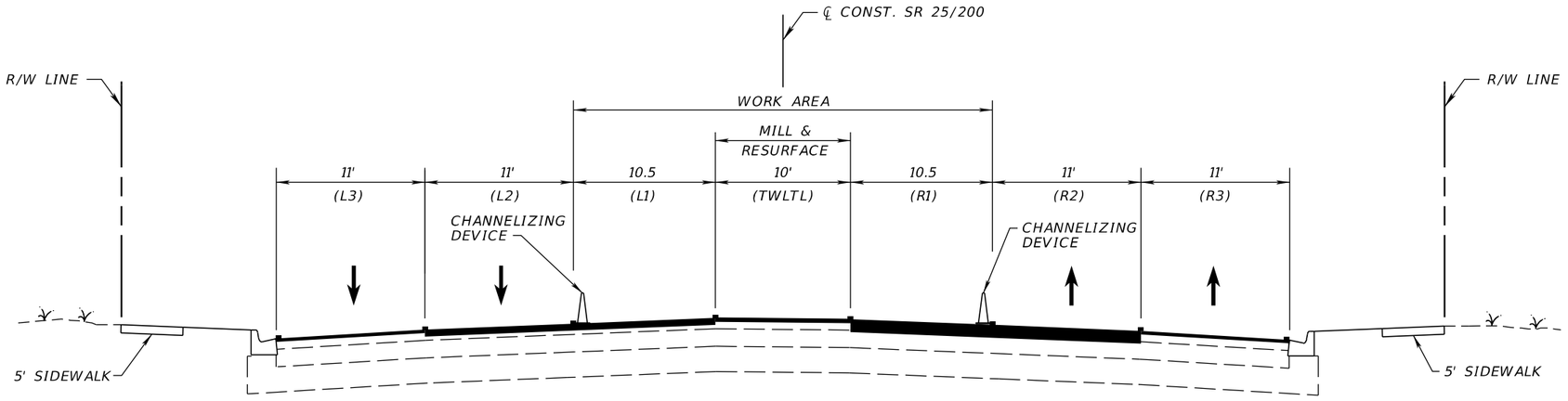
MILL (R3) AND SIDE STREET TURNOUTS.

RESURFACE WITH FRICTION COURSE.

PLACE FRICTION COURSE ON (R1) AND (R2) UTILIZING PHASE II - STAGE 1 AND STAGE 2 TTCP TYPICALS.

PLACE TEMPORARY PAVEMENT MARKINGS PER THE SIGNING AND PAVEMENT MARKING PLANS.

(MIRROR THIS WORK FOR MILLING L3 AND SIDE STREET TURNOUTS ON THE SOUTHBOUND SIDE. PLACE FRICTION COURSE ON (L1) AND (L2) UTILIZING PHASE II - STAGE 1 AND PHASE II - STAGE 2 TTCP TYPICALS.)



PHASE II – STAGE 4
SR 25/SR 200
STA. 115+09.85 TO STA. 130+05.19

PHASE II-4

MAINTAIN PEDESTRIANS ON EXISTING SIDEWALK.

UTILIZE 102-628 TO CLOSE (R1), (TWLTL) AND (L1).

MAINTAIN TRAFFIC ON (R2), (R3), (L2) AND (L3).

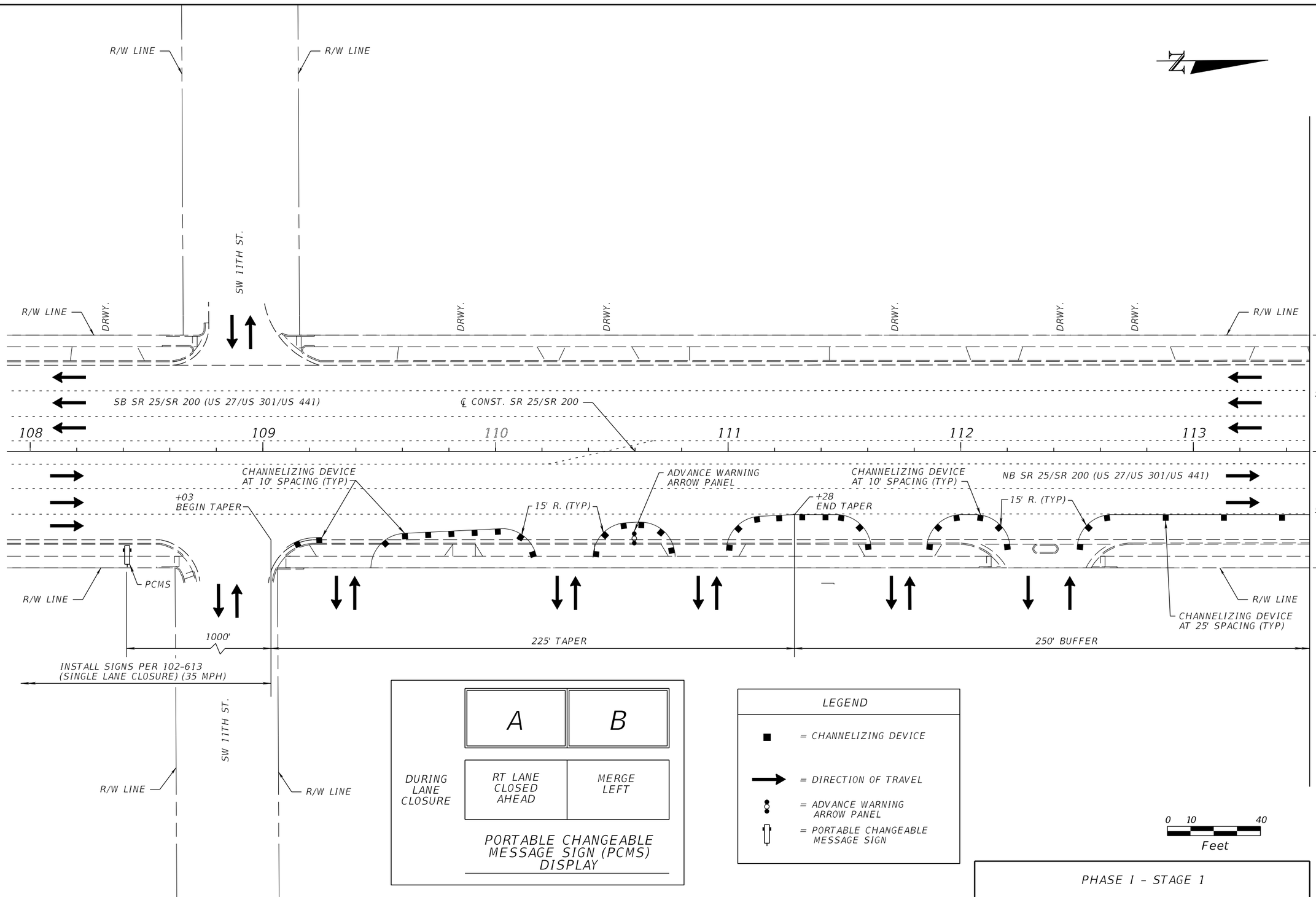
MILL (TWLTL) AND RESURFACE WITH FRICTION COURSE.

PLACE TEMPORARY PAVEMENT MARKINGS PER THE SIGNING AND PAVEMENT MARKING PLANS.

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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TTCP TYPICALS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHAEL ZACHARY KERKMAN, P.E. LICENSE NUMBER: 91145 COMPREHENSIVE ENG. SERVICES, INC. 201 S ORANGE AVE, SUITE 1300 ORLANDO, FL 32801-3442	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	TEMPORARY TRAFFIC CONTROL PLAN	19
					SR 25/200	MARION	452635-1-52-01		

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PHASE I – STAGE 1

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

MICHAEL ZACHARY KERKMAN, P.E.
LICENSE NUMBER: 91145
COMPREHENSIVE ENG. SERVICES, INC.
201 S ORANGE AVE, SUITE 1300
ORLANDO, FL 32801-3442

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 25/200	MARION	452635-1-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 20

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

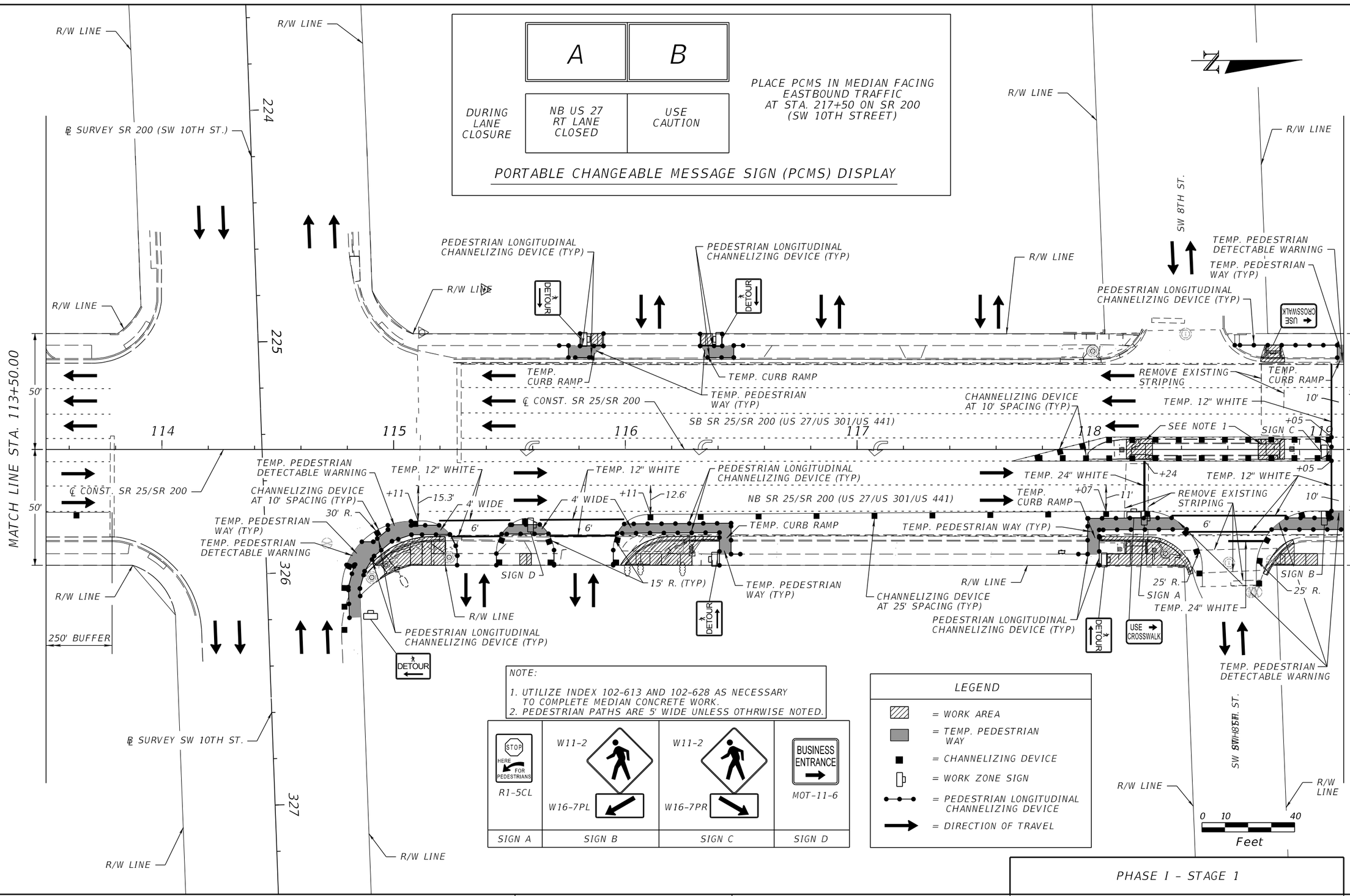
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zkerkman 3/12/2026 10:09:50 AM

A	B
NB US 27 RT LANE CLOSED	USE CAUTION

DURING LANE CLOSURE

PLACE PCMS IN MEDIAN FACING EASTBOUND TRAFFIC AT STA. 217+50 ON SR 200 (SW 10TH STREET)

PORTABLE CHANGEABLE MESSAGE SIGN (PCMS) DISPLAY



NOTE:

1. UTILIZE INDEX 102-613 AND 102-628 AS NECESSARY TO COMPLETE MEDIAN CONCRETE WORK.
2. PEDESTRIAN PATHS ARE 5' WIDE UNLESS OTHRWISE NOTED.

SIGN A	SIGN B	SIGN C	SIGN D
STOP HERE FOR PEDESTRIANS R1-5CL	W11-2 W16-7PL	W11-2 W16-7PR	BUSINESS ENTRANCE MOT-11-6

LEGEND

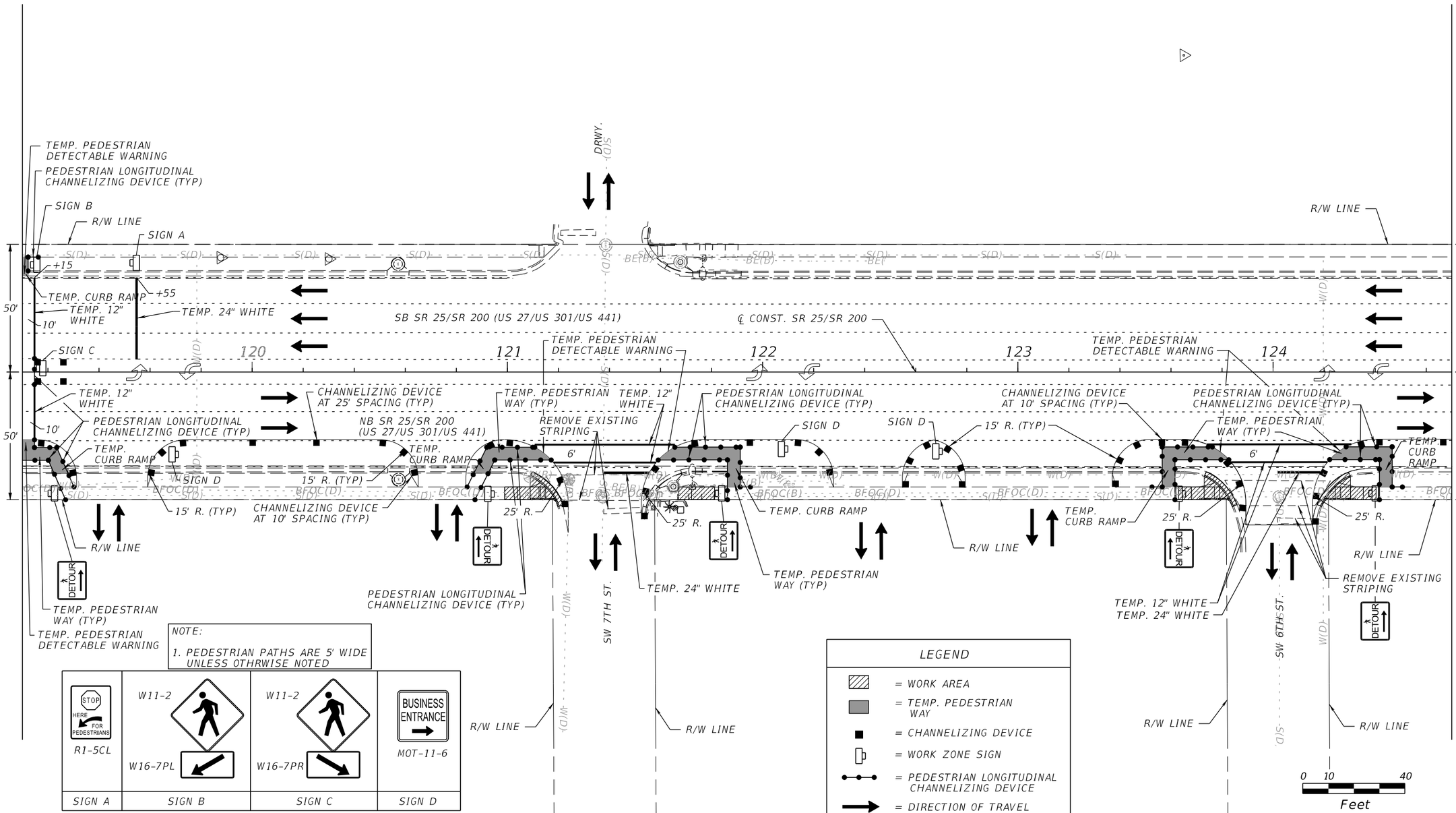
- = WORK AREA
- = TEMP. PEDESTRIAN WAY
- = CHANNELIZING DEVICE
- = WORK ZONE SIGN
- = PEDESTRIAN LONGITUDINAL CHANNELIZING DEVICE
- = DIRECTION OF TRAVEL

PHASE I - STAGE 1

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHAEL ZACHARY KERKMAN, P.E. LICENSE NUMBER: 91145 COMPREHENSIVE ENG. SERVICES, INC. 201 S ORANGE AVE, SUITE 1300 ORLANDO, FL 32801-3442	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		21
					SR 25/200	MARION	452635-1-52-01		

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PHASE I - STAGE 1

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

MICHAEL ZACHARY KERKMAN, P.E.
LICENSE NUMBER: 91145
COMPREHENSIVE ENG. SERVICES, INC.
201 S ORANGE AVE, SUITE 1300
ORLANDO, FL 32801-3442

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

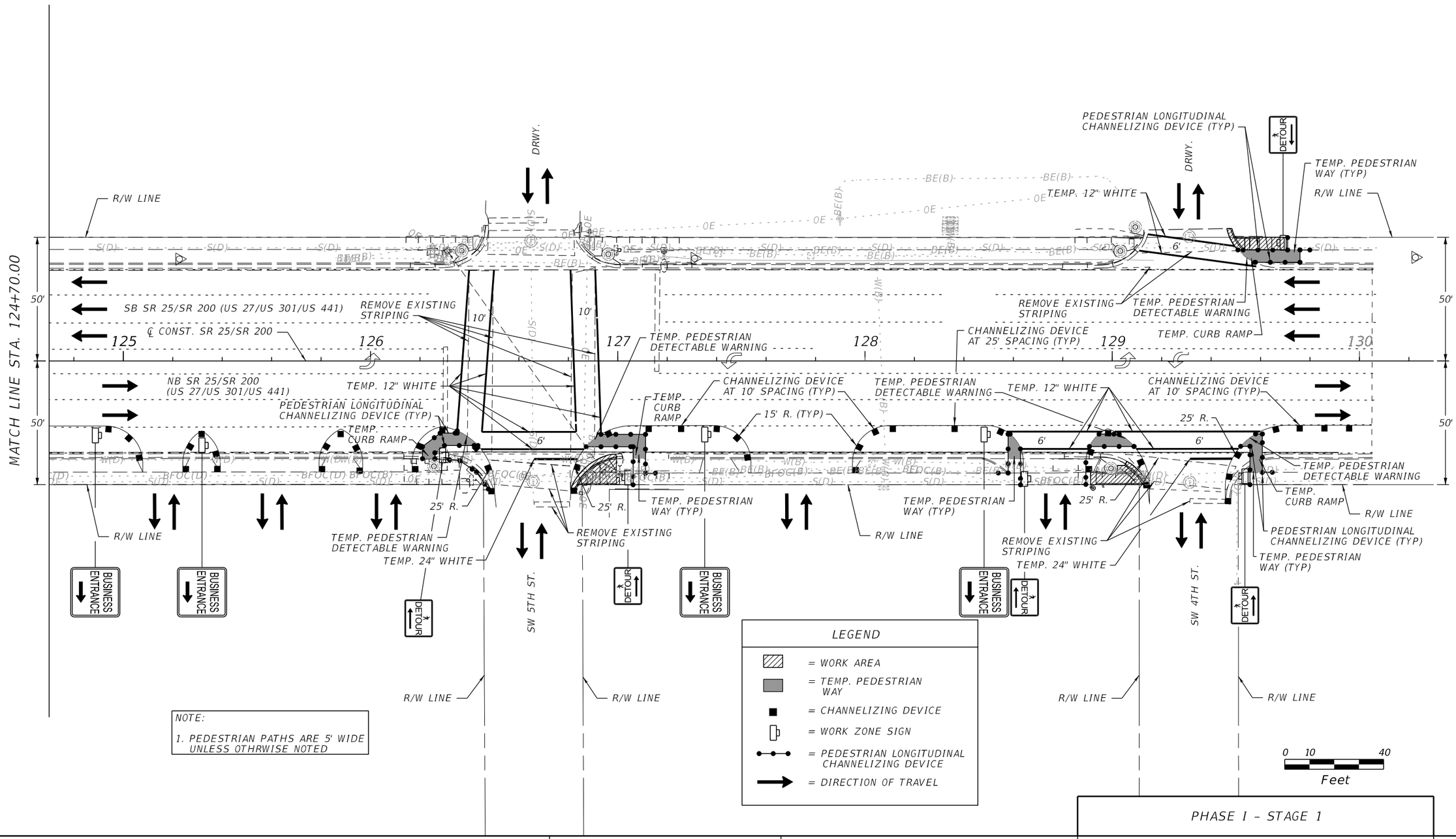
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 25/200	MARION	452635-1-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 22

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PHASE I – STAGE 1

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

MICHAEL ZACHARY KERKMAN, P.E.
LICENSE NUMBER: 91145
COMPREHENSIVE ENG. SERVICES, INC.
201 S ORANGE AVE, SUITE 1300
ORLANDO, FL 32801-3442

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 25/200	MARION	452635-1-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 23

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R/W LINE
℄ SURVEY SR 200 (SW 10TH ST.)
224
225
326
327
114
115
116
117
118
119
℄ CONST. SR 25/SR 200
SB SR 25/SR 200 (US 27/US 301/US 441)
NB SR 25/SR 200 (US 27/US 301/US 441)
SW 8TH ST.
SW 10TH ST.
50'
10'
+85
+76
+27
TEMP. 12" WHITE
TEMP. 24" WHITE
END DETOUR
DETOUR
SIDEWALK CLOSED AHEAD CHOOSE NEXT
SIGN A
STOP HERE FOR PEDESTRIANS
R1-5CL
LEGEND
= WORK AREA
= CHANNELIZING DEVICE
= WORK ZONE SIGN
= PEDESTRIAN LONGITUDINAL CHANNELIZING DEVICE
= DIRECTION OF TRAVEL
0 10 40
Feet
MATCH LINE STA. 119+10.00
PHASE I – STAGE 2

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD
MICHAEL ZACHARY KERKMAN, P.E.
LICENSE NUMBER: 91145
COMPREHENSIVE ENG. SERVICES, INC.
201 S ORANGE AVE, SUITE 1300
ORLANDO, FL 32801-3442

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

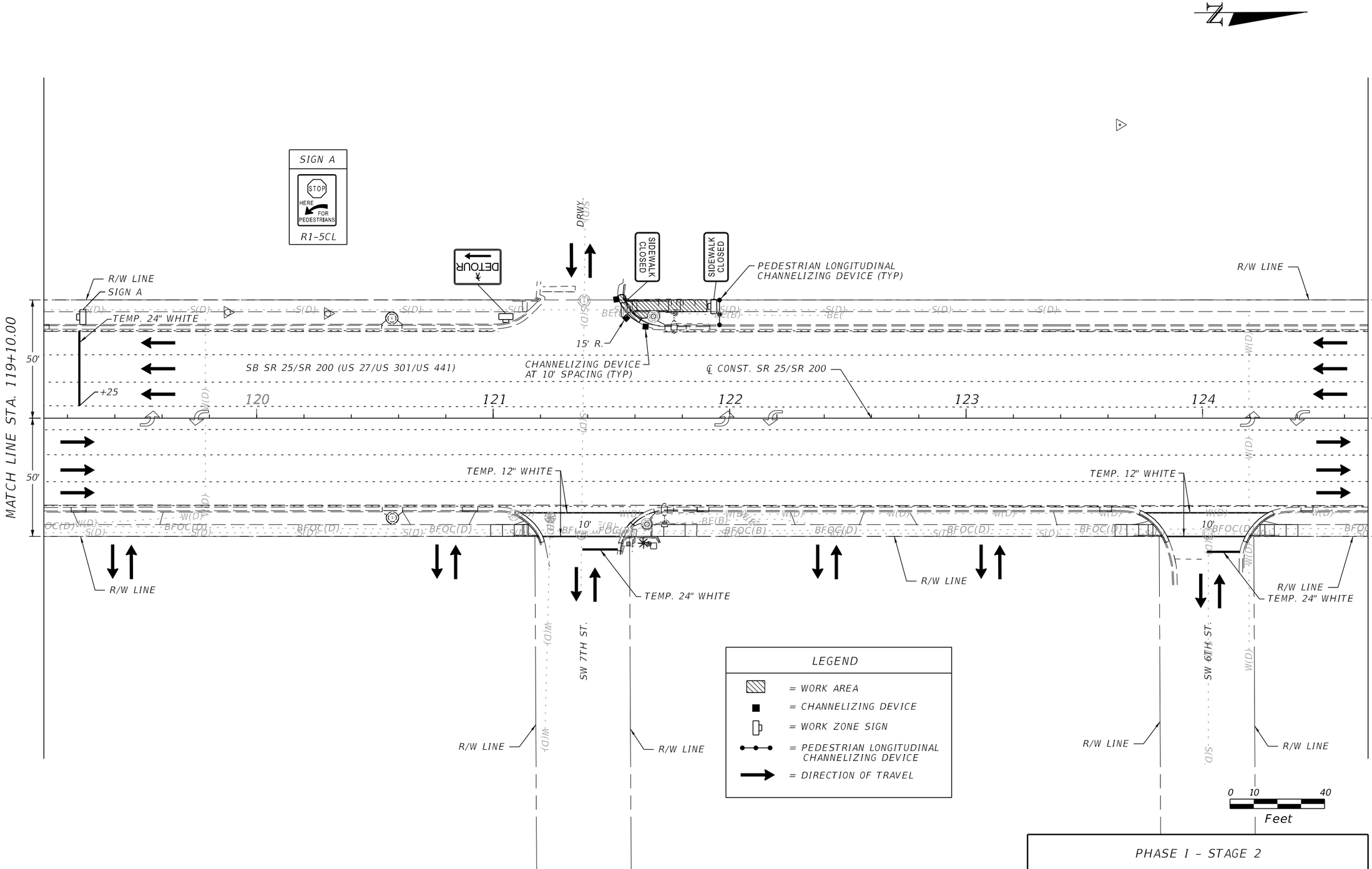
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 25/200	MARION	452635-1-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 24

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PHASE I – STAGE 2

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

MICHAEL ZACHARY KERKMAN, P.E.
LICENSE NUMBER: 91145
COMPREHENSIVE ENG. SERVICES, INC.
201 S ORANGE AVE, SUITE 1300
ORLANDO, FL 32801-3442

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

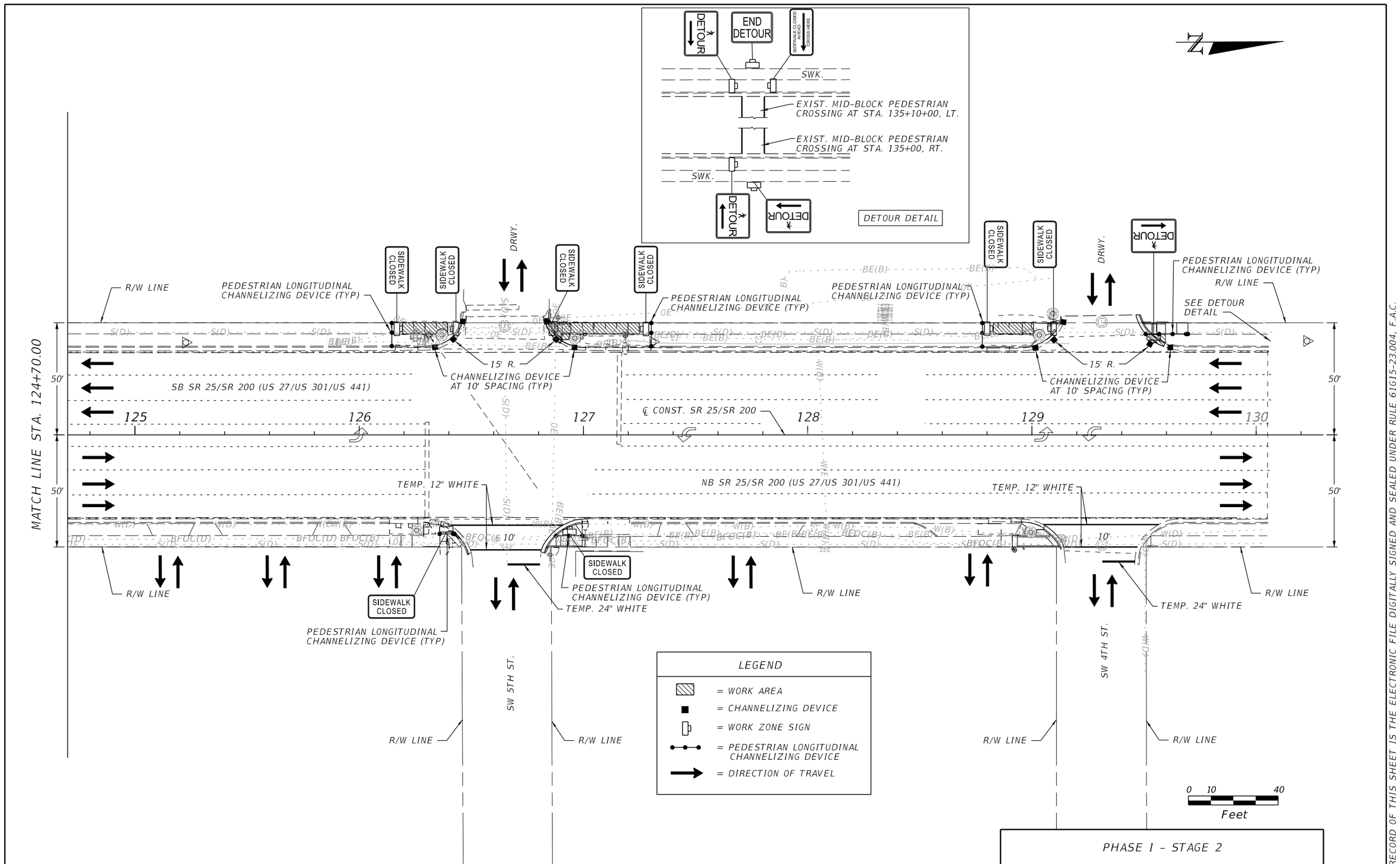
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 25/200	MARION	452635-1-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 25

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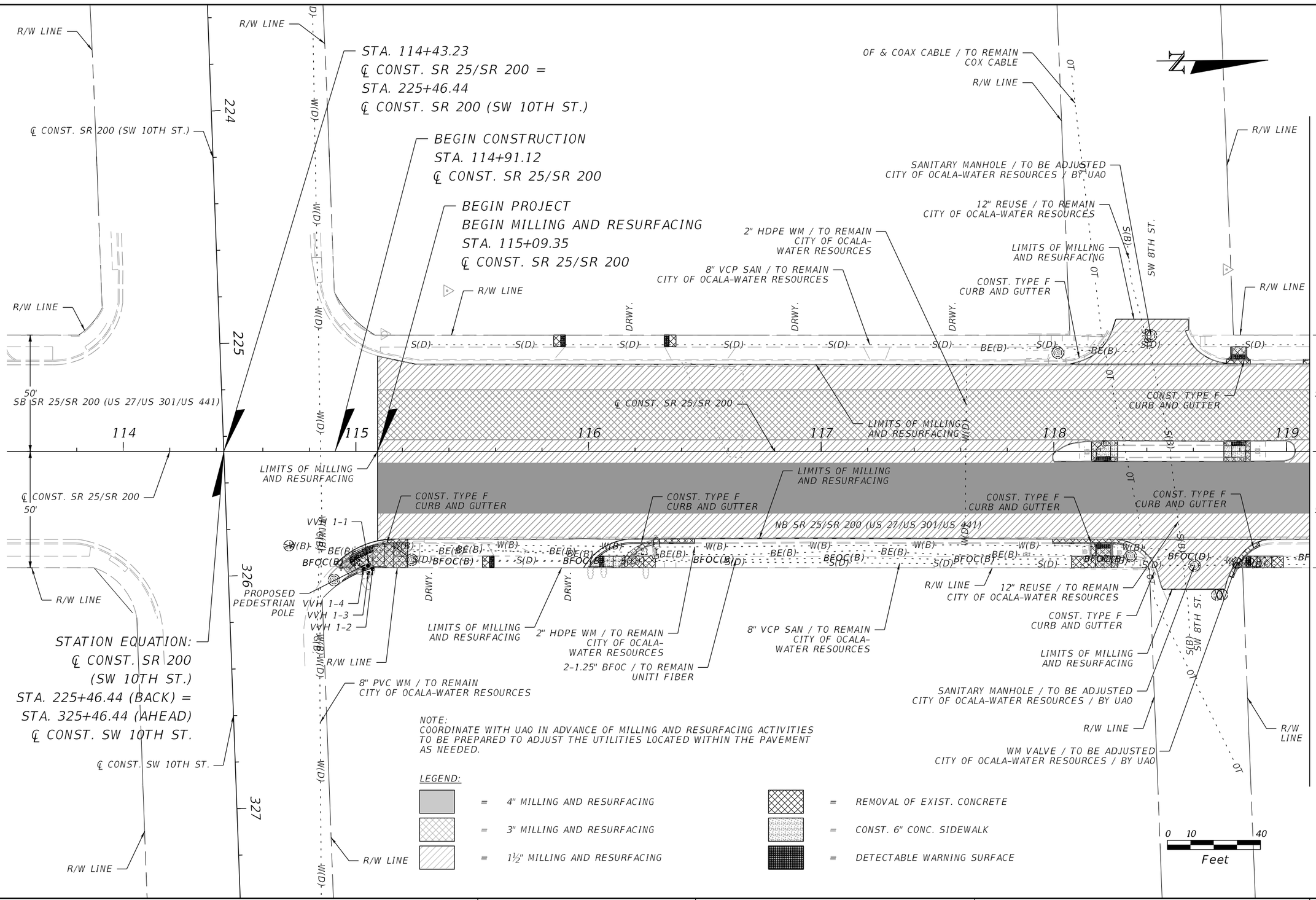


PHASE I – STAGE 2

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHAEL ZACHARY KERKMAN, P.E. LICENSE NUMBER: 91145 COMPREHENSIVE ENG. SERVICES, INC. 201 S ORANGE AVE, SUITE 1300 ORLANDO, FL 32801-3442	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		26
					SR 25/200	MARION	452635-1-52-01		

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

MICHAEL ZACHARY KERKMAN, P.E.
LICENSE NUMBER: 91145
COMPREHENSIVE ENG. SERVICES, INC.
201 S ORANGE AVE, SUITE 1300
ORLANDO, FL 32801-3442

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

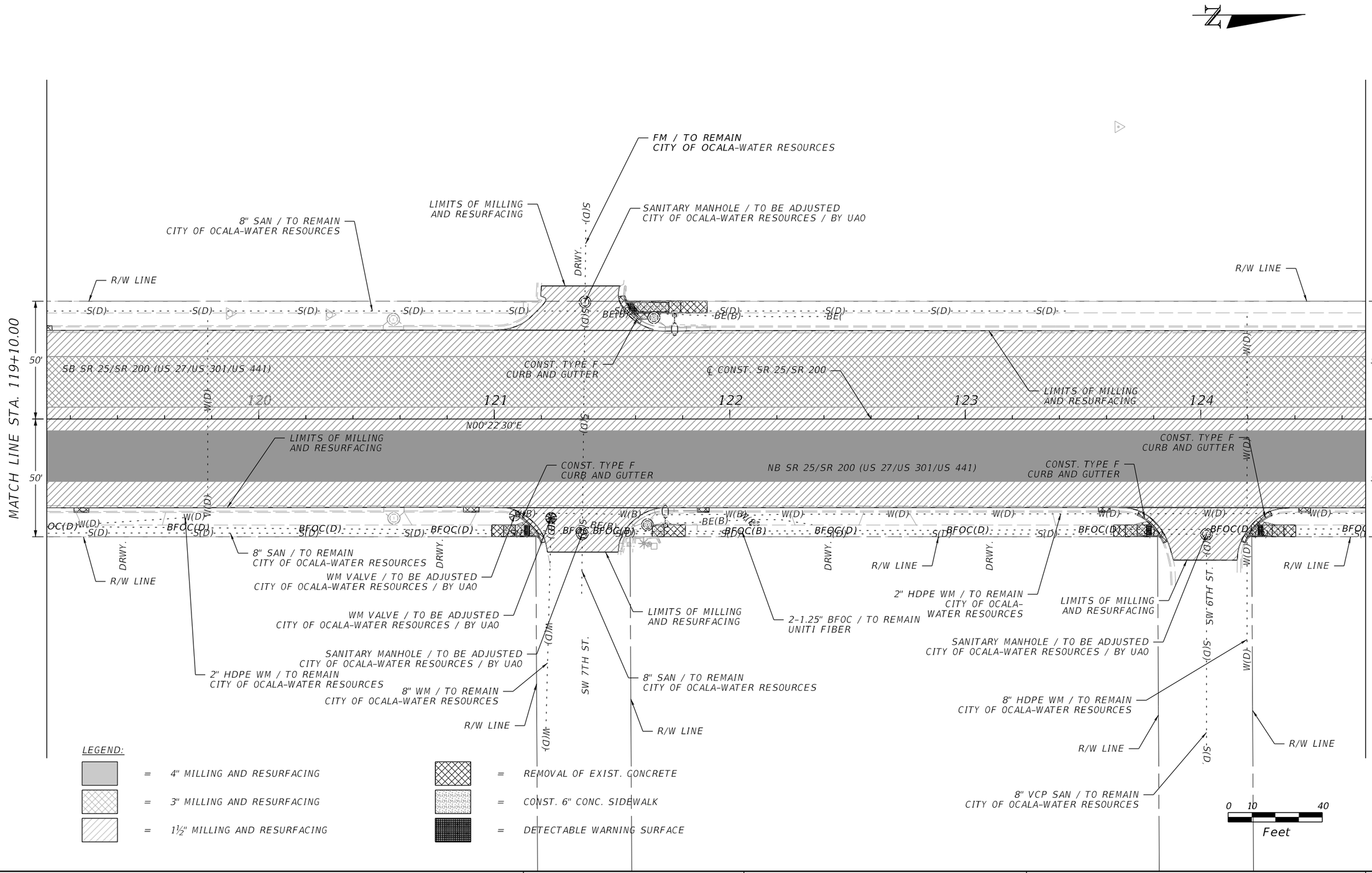
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 25/200	MARION	452635-1-52-01

UTILITY ADJUSTMENTS

SHEET NO. 27

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

MICHAEL ZACHARY KERKMAN, P.E.
LICENSE NUMBER: 91145
COMPREHENSIVE ENG. SERVICES, INC.
201 S ORANGE AVE, SUITE 1300
ORLANDO, FL 32801-3442

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

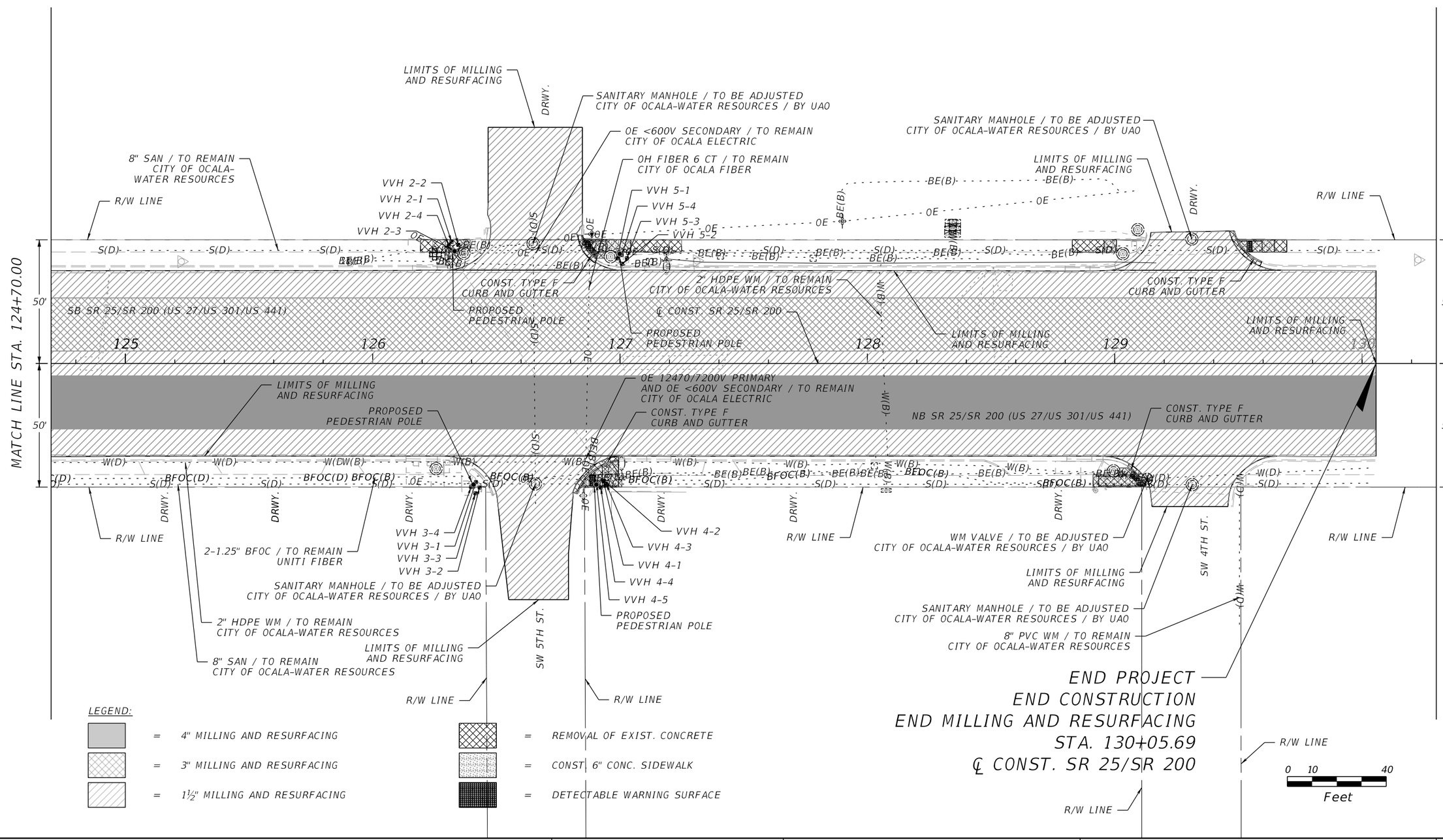
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 25/200	MARION	452635-1-52-01

UTILITY ADJUSTMENTS

SHEET NO. 28

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zkerkman 3/12/2026 10:10:00 AM



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

MICHAEL ZACHARY KERKMAN, P.E.
LICENSE NUMBER: 91145
COMPREHENSIVE ENG. SERVICES, INC.
201 S ORANGE AVE, SUITE 1300
ORLANDO, FL 32801-3442

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 25/200	MARION	452635-1-52-01

UTILITY ADJUSTMENTS

SHEET NO. 29

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zkerkman 3/12/2026 10:10:01 AM

File #: 2026-1857 Agenda Item #: 6i.

Submitted By: Pamela Omichinski

Presentation By: Angel Jacobs

Department: City Clerk

FORMAL TITLE:
Appointment of David Layman to the Police Officers' Retirement System Board of Trustees for a new two-year term ending August 6, 2028

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place, Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Police Officers' Retirement System Board of Trustees is responsible the administration and operation of the Retirement Plan for the City of Ocala Police Officers.

The Board of Trustees is made up of five members; two appointed by Council, two elected by police officers, and one chosen by a majority of the other four members of the board.

Mr. Layman has served as a trustee since his appointment on August 19, 2025, and he has applied to serve another term, from August 6, 2026 through August 6, 2028. There were no other applicants.

ALTERNATIVE:

- Table
- Deny

Application Form

Profile

Prefix	First Name	Last Name
	David	Layman

dllayman@msn.com
Email Address

4567 NE 6th Street
Home Address

Suite or Apt

Ocala
City

FL
State

34470
Postal Code

Business Name and Address

Retired from Habitat for Humanity of Marion Co., Inc.

Retired
Occupation

Home: (352) 351-4663
Primary Phone

Home: (352) 369-4951
Alternate Phone

Are you a resident of Marion County?

○ Yes ◉ No

If you are a resident, state length of time in years:

Do you own property within the City Limits?

◉ Yes ○ No

Do you reside within the City Limits?

◉ Yes ○ No

Do you own a business within the City Limits?

○ Yes ◉ No

Do you hold a public office?

○ Yes ◉ No

Are you a registered City voter?

◉ Yes ○ No

Are you employed by the City?

○ Yes ◉ No

At the present time, do you serve on a City Board, Commission, Authority, or Committee?

◉ Yes ○ No

Please Note: A board/commission member shall not serve on more than one City board/commission at a time, unless that board/commission is an interim Ad Hoc Committee.

Which Boards would you like to apply for?

Police Officers' Retirement System Board of Trustees: Submitted

Question applies to multiple boards

Please Note: You will be required to complete a Financial Disclosure Form upon appointment to the following boards/commissions:

1. Board of Adjustment
2. Ocala Planning and Zoning Commission
3. Municipal Code Enforcement Board
4. Firefighters' Pension Board of Trustees
5. General Employee Retirement System Board of Trustees
6. Ocala Police Officers' Retirement System Board of Trustees

Please note this application is effective for one year from date of submission.

Until such time as you are selected for the board/commission of your choice, can we submit your application when vacancies occur without contacting you each time?

◉ Yes ○ No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why do you think you are qualified to serve on this board/commission?

I currently serve on this board.

Brief Resume of Education and Experience:

All ready on file

Upload a Resume

By submitting this application, you hereby confirm that you have read and understand the application, that all information furnished by yourself is true and accurate and that, to the best of your knowledge, you meet the criteria for serving on the board(s)/commission(s) for which you are applying.

If you have any questions, please call the Office of the City Clerk at (352) 629-8266.

File #: 2026-1875 Agenda Item #: 6j.

Submitted By: Pamela Omichinski

Presentation By: Angel Jacobs

Department: City Clerk

FORMAL TITLE:
City Council meeting minutes

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:

Attached:

- City Council regular meeting minutes from July 21, 2026

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Ocala
City Council
Minutes

Tuesday, July 21, 2026 **4:00 PM**

1. Call to Order

2. Roll Call

Present: Mayor Ben Marciano
Pro Tem Jay A. Musleh
Council Member Kristen M. Dreyer
Council Member James P. Hilty Sr
Council Member Barry Mansfield
Council President Ire J. Bethea Sr

2a. New Employees

- Natanael Rodriguez, Public Works

3. Public Notice

- **Public Notice for the July 21, 2026 City Council Regular Meeting was posted on June 3, 2026**

4. Proclamations and Awards

4a. Service Award - Priscilla Davis - Recreation & Parks - 20 Years of Service

City Manager Pete Lee and Mayor Marciano presented a service award to Priscilla Davis in appreciation of her 20 years of service to the City of Ocala.

4b. Service Award - Alton Peebles, Jr. - Ocala Electric Utility - 25 Years of Service

City Manager Pete Lee and Mayor Marciano presented a service award to Alton Peebles Jr. in appreciation of his 25 years of service to the City of Ocala.

4c. Service Award - Linda Roos - Ocala Police Department - 25 Years of Service

City Manager Pete Lee and Mayor Marciano presented a service award to Linda Roos in appreciation of her 25 years of service to the City of Ocala.

4d. Service Award - Captain Sandra Duryea - Ocala Police Department - 30 Years of Service

City Manager Pete Lee and Mayor Marciano presented a service award to Sandra Duryea in appreciation of her 30 years of service to the City of Ocala.

5. Presentations

6. Consent Agenda

Consent Agenda items are considered to be routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of Council or the public request specific items to be removed for separate discussion and action.

RESULT: APPROVED THE CONSENT AGENDA
MOVER: James P. Hilty Sr
SECONDER: Jay A. Musleh
AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

6a. Five-year Pole Attachment Agreement between the City of Ocala and BellSouth Telecommunications, LLC, doing business as AT&T Florida, outlining the terms for attaching telecommunications equipment to City-owned utility poles

Presentation By: Chad Lynch

6b. Second Amendment to Agreement with Powerserve Technologies, Inc. to Extend Delivery Deadline and Increase Contract Amount by $82,721

Presentation By: Chad Lynch

6c. Contract for environmental water testing services with Advanced Environmental Laboratories, Inc., for a not to exceed amount of $66,517

Presentation By: Sean Lanier

6d. Annual renewal of GrayKey forensic software for $74,740

Presentation By: Michael Balken

6e. Additional funding of $6,367 for the emergency rental of a 25-ton air conditioner from Sunbelt Rentals in the amount of $10,403

Presentation By: John King

6f. City Council meeting minutes

Presentation By: Angel Jacobs

7. Consent Agenda Items Held for Discussion

Should any items be removed from the Consent Agenda for discussion, they will be discussed at this time.

8. Introduction and First Readings of Ordinances

(Second and Final Reading - August 4, 2026)

8a. Ordinance 2026-22 to rezone approximately 82.10 acres for property located at 5575 SW 52nd Street (Parcel 23835-000-00) from A-1, General Agriculture (County) to PD, Planned Development (City) (Case PD26-0001) (Quasi-Judicial).

Introduced By: Jay A. Musleh

musleh

RESULT: INTRODUCED

8b. Ordinance 2026-23 to change the Future Land Use designation from Neighborhood to Public, for property located in the 2800 block of SW 20th Street (Parcel 23476+001-00),

approximately 4.06 acres (Case LUC26-0003) (Quasi-Judicial)

Introduced By: James P. Hilty Sr

hilty

RESULT: INTRODUCED

8c. Ordinance 2026-24 to rezone from R-1, Single- Family Residential, and B-1A, Limited Neighborhood Business, to G-U, Governmental Use, for property located at the 2800 block of SW 20th Street (Parcel 23476+001-00), approximately 4.06 acres (Case ZON26-0008) (Quasi-Judicial)

Introduced By: Kristen M. Dreyer

dreyer

RESULT: INTRODUCED

8d. Ordinance 2026-25 to change the Future Land Use designation from Neighborhood to Low Intensity, for property located in the 2800 block of SW 20th Street (Parcel 23472-003-00, 23472-002-00, and a portion of 23472-001-00), approximately 4.88 acres (Case LUC26-0004) (Quasi-Judicial)

Introduced By: Barry Mansfield

mansfield

RESULT: INTRODUCED

8e. Ordinance 2026-26 to rezone from R-3, Multi-Family Residential District, to INST, Institutional District, for properties located in the 2800 block of SW 20th Street (Parcel 23472-004-00 and a portion of 23472-001-00), approximately 2.99 acres (Case ZON26-0009) (Quasi-Judicial)

Introduced By: James P. Hilty Sr

hilty

RESULT: INTRODUCED

9. Public Hearings / Second and Final Readings / Adoption of Ordinances

9a. Ordinance 2026-21 amending Chapter 43, Article V, Code of Ordinances, City of Ocala, Florida (Police Officers' Retirement System), to conform to the 2025-2028 Collective Bargaining Agreement Between the City of Ocala and the Fraternal Order of Police

Presentation By: Janice Mitchell

Introduced By: Barry Mansfield

Chief Financial Officer Janice Mitchell explained that the ordinance updates the police retirement system to reflect pension provisions negotiated in the 2025-2028 collective bargaining agreement. The changes include higher employee pension contributions, a funding method for future cost-of-living adjustments, revised use of Chapter 185 tax revenues, and updated retirement option plan rules. These provisions have already been in effect since October 1, 2025, and the ordinance formally adds them to the City Code.

There being no discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: Barry Mansfield
SECONDER: James P. Hilty Sr
AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

10. General Business

10a. Additional expenditure for the purchase of two auto transformers from PTI Transformers, Inc., in the amount of $1,100,000

Presentation By: Chad Lynch

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: Jay A. Musleh
SECONDER: Barry Mansfield
AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

10b. Contract with Robert Daniel Dean, Sr., doing business as C & M Lawncare and Tree Service for grounds maintenance services at Ocala Wetland Recharge Park in an amount not to exceed $110,250

Presentation By: Sean Lanier

There being no further discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: James P. Hilty Sr
SECONDER: Kristen M. Dreyer
AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

10c. Second amendment to contract with Polydyne, Inc. for liquid polymer supply and delivery services at Water Treatment Plant No. 1, Water Reclamation Facility No. 2, and Water Reclamation Facility No. 3 with an estimated aggregate expenditure of $250,000

Presentation By: Sean Lanier

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: Kristen M. Dreyer
SECONDER: Jay A. Musleh
AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

10d. Three-year contract for janitorial services with JJ Holding and Services, LLC in the amount of $35,700 annually and an aggregate expenditure of $107,100

Presentation By: Michael Balken

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: James P. Hilty Sr
SECONDER: Kristen M. Dreyer
AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

10e. Fourth Amendment to agreement with Wear Gloves, Inc. for the final one-year renewal term of the contract for annual litter control and drain inlet surface cleaning services in the amount of $539,682

Presentation By: Darren Park

Mayor Marciano commented on the great job Wear Gloves does with this contract and hopes to see it grow further. Council President Bethea echoed Mayor Marciano's compliments.

There being no further discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: Kristen M. Dreyer
SECONDER: Jay A. Musleh
AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

10f. Second Amendment to agreement with Infrastructure Consulting & Engineering, PLLC for continuing professional general aviation engineering services

Presentation By: Matthew Grow

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: James P. Hilty Sr
SECONDER: Jay A. Musleh
AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

10g. Second Amendment to agreement with McFarland Johnson, Inc for continuing professional general aviation engineering services

Presentation By: Matthew Grow

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: Kristen M. Dreyer
SECONDER: James P. Hilty Sr
AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

10h. Resolution 2026-44 to accept a Federal Aviation Administration Airport Improvement grant to design Taxiway A Holding Bay in the amount of $178,558

Presentation By: Matthew Grow

There being no discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: Kristen M. Dreyer
SECONDER: Barry Mansfield
AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

10i. Budget Resolution 2026-151 to amend the Fiscal Year 2025-26 budget to appropriate $178,558 in grant funding from the Federal Aviation Administration and transfer a match of $9,398 from the Airport reserve for projects account to design taxiway-A Holding Bay for a total cost of $187,956

Presentation By: Matthew Grow

There being no discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: Jay A. Musleh
SECONDER: Kristen M. Dreyer
AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

10j. Continue the grant application process for the State Homeland Security Program (SHSP) Grant to fund the Real Time Crime Center project in the amount of $1,300,000

Presentation By: Michael Balken
RESULT: PULLED

11. Internal Auditor's Report

12. City Manager's Report

12a. Discuss interview date for Internal Auditor

City Council members agreed to holding interviews for City Auditor applicants on August 11, 2026 beginning at 9:00am. The public meeting will be held at 1:00pm, following the Budget Workshop at noon.

- **Introduction of Jameel Barnes, new Procurement Director**

- **Update on July 11th storms**

Mr. Lee noted there were 70 power outages across the City following the storms on July 11, affecting nearly 7,200 people. Public Works removed approximately 32 tree. He commended staff for the efforts in restoration.

- **Travel Leisure Magazine recognized Ocala as one of the eight best U.S. cities to live in**

13. Ocala Police Department Report

Chief Balken reported that violent crime is slightly higher than at this time last year, with 196 incidents investigated, most of which were simple misdemeanor batteries. Property crimes have also risen modestly, with frauds making up the largest share and economic crimes detectives working to reduce those numbers. Narcotics violations and internet-related offenses represent a significant portion of reported cases. During the reporting period, the department handled over 7,800 incidents, an 11% increase, including more than 5,000 proactive calls, 227 arrests, nearly 1,000 traffic stops, and 135 crash investigations. Case highlights included an arson on Southwest Forest Street, ongoing efforts targeting street drugs and firearm violations, and progress in concluding the 2024 homicide case of Derek Brown, with one co-defendant now convicted and sentenced to life in prison.

14. Ocala Fire Rescue Department Report

Chief Wellborn reported that the fire department handled 1,110 calls during the two-week period, bringing the yearly total to 15,249. Engine and rescue units responded to high call volumes, including 162 motor vehicle accidents, two structure fires, and 97 community care calls. He noted a significant weather event on July 11-12 that left many residents without power and generated 28 emergency calls, most within the first 90 minutes of the storm. Crews responded effectively throughout the event, and no injuries were reported.

15. City Attorney's Report

16. Public Comments

- **Christopher Dippon, 1612 NE 25th Ave, Lot B, discussed a road rage incident and expressed concern about his experience with OPD**

  Christopher Dippon described a road-rage incident in which another driver displayed a firearm after he honked, and expressed concern over what he felt was a delayed and inadequate police response. He stated that OPD later told him the other driver had a right to display the weapon, which he believes reflects a mishandled investigation, and he indicated he is pursuing the matter with state officials. Council President Bethea thanked him for sharing, noted that police likely followed protocol, and apologized for the other driver’s behavior while acknowledging the concern but stating the issue could not be resolved during the meeting.

- **Alicia Gonzalez Julias, 5565 SW 8th Loop, spoke on the death of her brother from Kratom**

  Ms. Alyssa Gonzalez Julias shared the loss of her 41-year-old brother, whom she believes died from kratom toxicity, and described the medical complications she witnessed as a cardiovascular specialist. She urged stronger regulation or an outright ban on kratom products, called for greater manufacturer accountability and warning labels, and appealed for action to prevent other families from experiencing similar tragedies.

- **Ian Crawford, 900 SE 3rd Ave, discussed his near-death experience from taking 7 Stacks Kratom Hydrogen Blend**

  Mr. Crawford recounted a severe overdose incident involving a kratom "nitrogen blend" product that left both him and a friend in comas. He described the lasting physical, emotional, and financial impacts of the experience and emphasized the risks posed by easily accessible, unregulated kratom products. He urged the Council to take action to ban the sale of this specific kratom blend in Ocala to prevent similar harm to others.

17. Informational Items and Calendaring Items

- Tuesday, August 4, 2026 - City Council meeting - 4:00pm - Council Chambers
- Tuesday, August 11, 2026 - City Council workshop RE: FY 2026/27 Budget - 12:00pm - Council Chambers
- Tuesday, August 18, 2026 - Community Redevelopment Area Agency meeting - 3:45pm - Council Chambers
- Tuesday, August 18, 2026 - City Council meeting - 4:00pm - Council Chambers
- Tuesday, August 25, 2026 - TPO Meeting - 2:00pm - Marion County Board of County Commissions Auditorium
- Tuesday, September 1, 2026 - City Council meeting - 4:00pm - Council Chambers
- Monday, September 7, 2026 - Labor Day - City Offices Closed
- Wednesday, September 9, 2026 - Community Redevelopment Area Agency meeting - 4:45pm - Council Chambers
- Wednesday, September 9, 2026 - City Council Special Meeting for First Public Hearing re: FY 2026/27 Budget and Fire Assessment - 5:00pm - Council Chambers
- Tuesday, September 15, 2026 - City Council meeting - 4:00pm - Council Chambers
- Tuesday, September 15, 2026 - Second Public Hearing to adopt Final Budget and Final Millage Rates - 5:01pm - Council Chambers

17a. Monthly budget-to-actual report and Capital Improvement Project status report as of May 31, 2026

17b. Fully Executed Contracts Under $50,000

18. Comments by Mayor

- **Mayor Marciano discussed options on banning Kratom sales within Ocala**

  Mayor Marciano thanked the speakers who shared their kratom-related experiences and stressed that kratom has become a serious and growing public safety concern in Ocala. He referenced medical cases, overdose incidents, and rising reports received over recent months, noting that several states-and even California-have already banned kratom. He emphasized that statewide action may eventually come but urged the city not to wait. He proposed partnering with Marion County to draft and adopt an ordinance banning the sale of kratom locally and noted that preliminary work with the county attorney has already begun.

  City Attorney Sexton stated that he has coordinated with Marion County attorney's office, which is prepared to move forward with its own kratom ordinance. He explained that Ocala can collaborate with the county to adopt a similar ordinance or tailor one

based on Council feedback. He noted that few jurisdictions have enacted such bans but said potential legal issues can be addressed, and requested direction from the Council on how they wish to proceed.

Council Member Mansfield emphasized the seriousness of kratom's risks, stating that the city should take a clear stance and pursue whatever legal measures are available to restrict or eliminate its sale. He urged stronger standards for sellers and action to protect young people, noting that the product appears deceptively harmless. Council Member Dreyer sought clarification on the proposed ban and confirmed that enforcement could be handled through code enforcement, supported by law enforcement as needed. Mayor Marciano confirmed the County's intention to use their code enforcement officers. Council Member Dreyer noted speaking with Chief Balken; OPD is on board with enforcement.

City Attorney Sexton noted potential legal concerns, explaining that a local kratom ban could be viewed as stricter than what state law (Senate Bill 180) allows. He said he has not yet discussed with county counsel how their draft ordinance addresses this issue but plans to do so. He added that the law provides some flexibility to revise regulations if challenged without incurring additional penalties. Sexton advised that these concerns can be worked through during drafting and that the Council will have the opportunity to reconsider its approach if a legal challenge arises.

Mayor Marciano discussed the various forms the product can come in. Council Member Mansfield highlighted the lack of regulations and testing available to verify what is in any of the products, noting the medical marijuana won't touch the product. He stated the City needs an ordinance.

Council President Bethea stated the City should not blindly copy the County's ordinance.

Council Pro Tem Musleh questioned whether it would be classified as a code violation or a criminal violation? If code, would that make the Code Enforcement Board the arbiter, or the Special Magistrate? If the Code Board, they will require education on the subject. He further questioned whether advertising would be a violation.

Mr. Sexton confirmed the intention would be to make the marketing and selling of kratom illegal. The current law states it is illegal to sell to anyone under 21. The proposed County version would empower the County to remove the certificate of occupancy of a business, effectively shutting down the business. The City may consider that law enforcement would be more appropriate.

Council Members Dreyer and Musleh agreed. Pro Tem Musleh noted a code violation allows for the City to levy fines, follow repeat offenders, and revoke occupancy certificates.

City Manager Lee commented that the DEA has, within the last week, issued an emergency notice regarding the 7-OH version of kratom, placing it into Schedule One drugs.

Mayor Marciano noted that 7-OH is only one compound and there are many other derivatives.

Mr. Sexton explained the problem remains that there are many derivatives of kratom, and one of the pitfalls of traditional methodology allows for loopholes. The County's ordinance very broadly defines kratom and doesn't limit it to specific variations being regulated or prohibited. He noted he has his direction from Council.

- **Mayor Marciano recognized Community Housing Services Director James Haynes for his efforts in finding housing for those in need**

19. Comments by City Council Members

- **Council Pro Tem Musleh spoke in remembrance of former council member Charlie Ruse**
- **Council President Bethea commended staff for a quick recovery following storms on July 11**

20. Adjournment

5:20 pm

Ire J. Bethea Sr.
Council President

Angel B. Jacobs
City Clerk

File #: ORD-2026-27 Agenda Item #: 8a.

Submitted By: Aubrey Hale

Presentation By: Aubrey Hale

Department: Growth Management

FORMAL TITLE:
Ordinance 2026-27 to amend Chapter 106, Section 105 - Housing Incentive Fund revising criteria pertaining to affordable housing loan programs including length of terms, applicability, administrative process, and interest rates

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OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place, Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Chapter 106 - Planning, Housing, and Development, Article IV - Affordable Housing establishes a housing incentive fund that helps offset permit and impact fees for dwelling units that qualify under the definition of affordable housing. Additionally, the code refers to a loan program with limited or restrictive criteria.

Federal and state housing programs provide resources to support greater affordable housing access within communities but are continuously evolving. The current City code reflects short-term loans with zero percent interest. This provides for a faster return to the housing incentive fund but does not provide flexibility for projects that capitalize on federal and state programs that often require longer terms for financing and affordability provisions.

FINDINGS AND CONCLUSIONS:
Staff finds the following amendment provides greater flexibility and guidance pertaining to loan programs available through the housing incentive fund:

- Clarify how loan programs are administered and recognize the need to amend on a case-by-case basis.
- Establishment of a Short-Term Loan Program
    - Mature 10 years or less from the effective date of the loan;
    - Maximum interest rate established by City Council ranging from zero percent to half of the U.S.

Prime Interest Rate.

- Establishment of a Long-Term Loan Program
    - Mature more than 10 years from the loan effective date;
    - Loan terms shall not exceed 30 years.
    - Available to assist with federal, state, and local affordable housing programs;
    - Interest rate established by City Council ranging from half of the U.S. Prime Interest Rate to the U.S. Prime Interest Rate;
    - Loans are only available for assistance in other programs or initiatives and not sole funding source of a project.
- Administrative authority to the City Manager or designee for final signatures and approval of loan documents associated with the loan terms and conditions of the code amendment.

The landscape of affordable housing is continuously evolving due to changes in federal and state housing programs. The code amendment provides greater flexibility and clarity in how City loan programs can operate and coordinate with other housing initiatives. The proposed changes support the City's strategic initiative to provide affordable housing opportunities and are needed to help make building affordable housing more competitive.

Staff recommends approval of the code amendment.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
This ordinance has been reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

ORDINANCE 2026-27

AN ORDINANCE OF THE CITY OF OCALA, FLORIDA, AMENDING CHAPTER 106 ARTICLE IV (AFFORDABLE HOUSING), CODE OF ORDINANCES; AMENDING SECTION 106-105 BY REVISING CRITERIA PERTAINING TO AFFORDABLE HOUSING LOAN PROGRAMS INCLUDING LENGTH OF TERMS, APPLICABILITY, ADMINISTRATIVE PROCESS, AND INTEREST RATES; PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS;

PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session, as follows:

Section 1. That Section 106-105, Code of Ordinances, City of Ocala, Florida is hereby amended to read as follows:

(i) *Affordable housing loans.* When funding is available, the City may establish a loan program to help finance the creation or preservation of affordable housing units. The City Council shall have full discretion with regard to the administration of said loan program. Modifications to the loan program as provided for herein may be made by City Council following a public hearing held to consider the advisability of any such modification. The loan program shall address both short-term loans and long-term loans, as provided for in subsections i(1) and i(2) below and herein. Interest rates for the loan program may vary from zero percent (0%) to less than the U.S. Prime Rate, as may be adjusted from time to time. Generally, loans with a zero or very low interest rates will have a shorter duration while loans with a longer term may have higher interest rates, closer to said U.S. Prime Rate. The City Manager or designee shall have authority to approve and sign final loan documents associated with the terms of the loan program.

1. Short terms loans shall:

    A. Mature 10 years or less from their effective date; and

    B. Have a maximum interest rate established by City Council ranging from zero percent (0%) to half of the U.S. Prime Interest Rate.

2. Long term loans shall:

    A. Mature more than 10 years from their effective date;

    B. Not exceed 30 years;

    C. Be made available to assist with grant opportunities and federal, state or other local affordable housing programs; and

    D. Have an interest rate established by City Council which ranges from half of the U.S. Prime Interest Rate to the U.S. Prime Interest Rate.

Long term loans as provided for in this subsection shall not be the sole funding source for an affordable housing project.

Section 2. Direction to Staff.

The City Council of the City of Ocala, Florida directs staff to take any and all steps necessary to effectuate the

adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 3. Repealing Inconsistent and/or Conflicting Provisions.

The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures, and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 4. Severability of Ordinance Provisions.
If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 5. Modifications Arising from Consideration at a Public Hearing.

It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 6. Direction to the Codifier.
It is the intention of the City Council of the City of Ocala, Florida that (1) this ordinance shall become and be made a part of the *Code of Ordinances, City of Ocala, Florida*, (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by the City Council.

Section 7. Effective Date of Ordinance.
This ordinance shall become effective immediately upon approval by the Mayor or becoming law without such approval.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Ire J. Bethea Sr.
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2026.

By: _____

Ben Marciano
Mayor

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No:	2026-XX
Introduced:	Click or tap to enter a date.
Adopted:	Click or tap to enter a date.
Legal Ad No:	Click or tap here to enter text.

Sec. 106-102. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Affordability threshold means the maximum amount (including mortgage principal, interest, taxes, insurance, rent, and utilities) that a dwelling unit can be sold or rented for to be considered affordable housing. This threshold must be no greater than 30 percent of the income of a moderate-income household earning 120 percent of the median household income for the Ocala MSA. Rental units must be at or below Fair Market Rents for moderate-income households as established by the United States Department of Housing and Urban Development (HUD).

Affordable housing means quality housing that is available for a price equal to or below the affordability threshold and that shall meet minimum housing quality standards for Section 8 housing, as established by HUD.

Certification means a written and signed statement confirming that the claim for an affordable housing project is true and accurate, and that the development conforms to applicable federal and state regulations.

Construction period means three years after disbursement of housing incentive funds for a site plan or two years after disbursement of housing incentive funds for a building permit.

Housing incentive fund refers to funds as may be available for affordable housing purposes as funded through the city's annual budget process, with state or federal funds, and through developer contributions. In no event will a developer's contribution affect their ability to draw from the housing incentive fund at any time.

Internal review board means a board comprising the building, zoning and licensing director or their designee, the city's HUD program administrator or their designee, and the planning director or their designee.

Shortfall means the number of affordable housing units that were subsidized by the housing incentive fund subtracted by the number of affordable housing units that were constructed during the construction period.

Shortfall amount means the amount calculated by multiplying the shortfall by the sales price (or rent) of the average of the ten most-expensive dwelling units sold or leased in the project for which housing incentive fund money was disbursed (other than affordable housing) subtracted by the affordability threshold for each unit.

(Code 1985, § 7-749(b); Ord. No. 2319, § 1, 12-1-92; Ord. No. 2480, § 1, 9-6-94; Ord. No. 5204, § 2, 9-23-03; Ord. No. 2018-39, § 1, 8-21-18; Ord. No. 2020-1 , § 2, 10-15-19)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 106-105. Housing incentive fund.

(a) *Eligibility.* Eligible work shall include:

(1) Rehabilitation to address HUD or building code violations in units that will be provided as affordable housing.

(2) Construction of new single-family affordable housing units.

DRAFT

(3) Construction of new duplex affordable housing units on one individual lot.

(4) Construction of multiple new duplex affordable housing units as part of a larger development requiring site plan review. The housing incentive fund payments may be attributed up to a maximum of 30 units or forty percent of the approved new units, whichever is greater.

(5) Construction of new multifamily affordable housing units under the following conditions:

a. Site plans including at least four proposed new units must consist of a minimum of twenty percent affordable units to qualify for housing incentive fund payments.

b. Housing incentive fund payments may be attributed to a maximum of 60 units or forty percent of new units, whichever is greater.

(b) *Fees eligible for payment from the housing incentive fund.* All fees must be paid in their entirety by the developer for the percentage of dwelling units not set aside as affordable housing units. Eligible fees may include:

(1) Building permits.

(2) Plumbing permits.

(3) Electrical permits.

(4) Mechanical permits.

(5) Gas permits.

(6) Fire review fee.

(7) Site plan review fee.

(8) Site permit fee.

(9) Fees to access city-owned drainage retention areas.

(10) Water and sewer impact fees.

(11) Water meter charges.

(12) Sidewalks.

(13) Fire impact fee.

(14) Education impact fee.

(15) Transportation impact fee.

(16) Sanitation impact fee.

(c) *Application.* At a mandatory pre-application conference prior to applying for building permits or a site plan, the applicant will inform the city building, zoning and licensing department of the intent to apply for payment of fees from the housing incentive fund. Once the applicant subsequently submits their building permit or site plan application, the applicant must also submit the following to apply for a housing incentive fund distribution:

(1) *For rehabilitation of existing units:*

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a. Written description of work.

b. At least two quotes from eligible contractors detailing costs.

c. Evidence that the proposed work is addressing HUD or building code violations and that completion of the proposed work will result in full code compliance.

d. A written statement that the developer agrees to pay back housing incentive fund distributions for any units intended to be affordable housing units that do not meet the definition of affordable housing units any time in the 10 years after issuance of a certificate of occupancy.

e. Any other information reasonably deemed necessary by the internal review board.

(2) *For construction of new units:*

a. Written description of the project.

b. Floor plans.

c. Architectural elevations.

d. The number of proposed owner-occupied and renter-occupied units along with those units' associated prices, number of bedrooms, and area in square feet.

e. Amenities and unit finishes available for residents of the affordable housing units.

f. A written statement that the developer agrees to pay back housing incentive fund distributions for any units intended to be affordable housing units that do not meet the definition of affordable housing units any time in the 10 years after issuance of a certificate of occupancy.

g. Any other information reasonably deemed necessary by the internal review board.

(d) *Application review.* After an application is submitted, the internal review board shall complete their review within 15 business days allowed for staff review in a building permit or site plan review process. The internal review board sends a decision in writing to the applicant regarding whether the internal review board will recommend distributing housing incentive funds, and the amount, and may reasonably condition a housing incentive fund distribution. The applicant may request additional conferences with the internal review board to reach an agreement, if necessary. The applicant shall submit a statement in writing that they agree or disagree with the internal review board's recommendation no more than 30 days after the internal review board issues their recommendation, otherwise, the application shall be deemed withdrawn, and the recommendation along with the applicant's letter shall be included as an agenda item at the first available public meeting of the city council.

(e) *Housing incentive fund distributions.* Housing incentive fund distributions shall not exceed $20,000 per affordable housing unit across all eligible fees and stages of development and will be distributed after an application for funds is reviewed and

DRAFT

approved by the internal review board.

(1) Projects located within an eligible Community Redevelopment Area (CRA) shall have the ability to utilize the CRA to pay eligible fees listed in 106-105 (b) in-lieu of the housing incentive fund.

(2) Housing incentive funds may be utilized to assist in down payment or rental assistance for applicable projects. Down payment assistance may be allowed up to the maximum as referenced in chp.106-105(e) for individual units. Rental assistance may be allowed to cover the cost of the security deposit, first and last month's rent.

(3) The decision to distribute housing incentive funds shall be based on:
   a. estimated need for the housing product being proposed;
   b. quality of the development layout;
   c. architecture;
   d. unit finishes;
   e. amenity package;
   f. historic status of existing units being rehabilitated;
   g. other factors reasonably deemed relevant by the internal review board.

(f) *Process for payment through housing incentive fund escrow deposit or lien.* The applicant must allow a lien to be placed on the property, which stipulates that reimbursable liens will be paid back to the city if units intended to be affordable housing units do not meet the definition of affordable housing units:

(1) Housing rehabilitation and new single-family units will be required to remain affordable for a period of 10 years from the issuance of the certificate of occupancy. The value of the lien will be reduced by 10 percent of the total original lien value each year until the lien is released.

(2) New multi-family residential units will be required to remain affordable for a 20 year period from the issuance of the certificate of occupancy. The value of the lien will be reduced 5 percent per year until the lien is released.

(3) If the unit is sold or rented at a rate beyond the amount specified in (g) below, the city shall require repayment of the remaining lien amount for all fees paid out of the housing incentive fund.

(g) *Changes to the affordability threshold.* In the case of increases in the affordability threshold, since the time housing incentive fund money was distributed for an affordable housing unit, those units may be sold or rented in accordance with the new affordability threshold. In the case of a decrease in the affordability threshold, the originally determined affordability threshold recorded in the lien shall govern.

(h) *Affordable housing agreements and grant matches.* The City may include commitments to dedicate housing incentive funds in formally executed agreements with a developer or as a local match for grant funding. These commitments may supersede conflicting requirements in subsections 106-105(a)—(e), except that the maximum distribution per affordable housing unit shall be $20,000, the minimum amount of affordable housing provided in the development covered by the affordable housing agreement shall be 20%, and housing incentive fund payments may be attributed to a maximum of 60 units or forty percent of affordable housing units,

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whichever is greater in the development covered by the affordable housing agreement.

(i) *Affordable housing loans.* When funding is available, the City may establish a loan program to help finance the creation or preservation of affordable housing units. The City Council shall have full discretion with regard to the administration of said loan program. Modifications to the loan program as provided for herein may be made by City Council following a public hearing held to consider the advisability of any such modification. The loan program shall address both short-term loans and long-term loans, as provided for in subsections i(1) and i(2) below and herein. Interest rates for the loan program may vary from zero percent (0%) to less than the U.S. Prime Rate, as may be adjusted from time to time. Generally, loans with a zero or very low interest rates will have a shorter duration while loans with a longer term may have higher interest rates, closer to said U.S. Prime Rate. The City Manager or designee shall have authority to approve and sign final loan documents associated with the terms of the loan program.

1. Short terms loans shall:

    A. Mature 10 years or less from their effective date; and

    B. Have a maximum interest rate established by City Council ranging from zero percent (0%) to half of the U.S. Prime Interest Rate.

2. Long term loans shall:

    A. Mature more than 10 years from their effective date;

    B. Not exceed 30 years;

    C. Be made available to assist with grant opportunities and federal, state or other local affordable housing programs; and

    D. Have an interest rate established by City Council which ranges from half of the U.S. Prime Interest Rate to the U.S. Prime Interest Rate.

    E. Long term loans as provided for in this subsection shall not be the sole funding source for an affordable housing project.

(Code 1985, § 7-749(e); Ord. No. 2319, § 1, 12-1-92; Ord. No. 2480, § 1, 9-6-94; Ord. No. 5204, § 5, 9-23-03; Ord. No. 2018-39, § 2, 8-21-18; Ord. No. 2019-28, § 8, 3-19-19; Ord. No. 2020-1 , § 5, 10-15-19)

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File #: 2026-1540 Agenda Item #: 9a.

Submitted By: David Sablan

Presentation By: Aubrey Hale

Department: Growth Management

FORMAL TITLE:
Ordinance 2026-17 to annex approximately 82.40 acres for property located at 5575 SW 52nd Street (Parcel 23835-000-00) (Case ANX26-0001) (Quasi-Judicial).

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- Petitioner/Property Owner: Ocala 52 Partners, LLC
- Agent: Tillman & Associates Engineering, LLC

Key Points:

The petitioner is requesting to annex the subject property into the city to facilitate future development of the site and connection to available city utilities. The petitioner has submitted two concurrent petitions:

- Future land use amendment to change the future land use classification from High Residential (County) to Low Intensity (City) (LUC26-0001)
- Rezoning to change the zoning from A-1 General Agriculture (County) to PD, Planned Development (City) (PD26-0001).

The applicant acquired the property in July of 2024, and it is approximately 82.40 acres. Currently, the subject property is not located within the Ocala city limits and is within the jurisdiction of Marion County. The property has the following current Marion County designations:

- Future Land Use: High Residential (up to 8/units per acre)

- Zoning: General Agriculture (A-1)
- Current Use: Agriculture

The subject property was formerly used for mining of earth and other minerals until approximately 2022. As a result of the discontinuation of mining activities, FDEP has since issued a Release of Reclamation Obligations in recognition of reclamation activities completed since the mining activity ceased on the property. There are currently several small structures and a septic system on the property, which must be removed prior to any further development of the site. At the southern end of the property, there is a ±6.7-acre lake, and at the northeasterly corner of the property, there is a ±16,000 square foot pond. The concurrently submitted zoning (PD) amendment indicates that both water bodies will be preserved and are integrated into the design of the PD as amenities and drainage retention areas.

Zoning and Land Use Details:

Annexation of the subject property will provide the city with jurisdiction and oversight for any future development of the property. Having direct decision-making authority over development will help the city ensure appropriate urban development that is compatible with other nearby and adjacent city properties. Further, the annexation and future development will facilitate connection to city utilities, improving the efficiency and maintenance of public facilities while also eliminating the negative impacts of the existing septic system.

FINDINGS AND CONCLUSIONS:

- The subject property shares a common property boundary with properties within the City to the north.
- The annexation will not result in the creation of an enclave.
- The requested annexation and future development of the property will provide a positive return on connection to City services.
- The annexation will establish the City as the decision-making authority over the property, providing the opportunity to ensure appropriate and compatible urban development along this southwest fringe area of the city.
- No level of service issues have been identified for public facilities, with the exception that there are currently no connection points for sanitary sewer within the right-of-way of SW 52nd Street. A sanitary sewer connection will be required to the north within the Fore Ranch development.

Staff recommends approval with the following conditions:

1. The existing agricultural use shall cease within one year after zoning approval or prior to any future development of the site whichever occurs first.
2. The existing structures and septic system must be removed from the property prior to any future development of the property.
3. Connection to city public facilities will be required upon further development of the property.

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: The ordinance is pending review by the City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with changes.
- Deny
- Table

SUPPORT MATERIALS

- Staff Report
- Case Map
- Aerial Map
- Fiscal Impact Analysis

ORDINANCE 2026-17

AN ORDINANCE ANNEXING TO THE CITY OF OCALA, FLORIDA CERTAIN PROPERTY LOCATED AT 5575 SW 52ND STREET (PARCEL 23835-000-00), APPROXIMATELY 82.40 ACRES (ANX26-0001), MARION COUNTY, FLORIDA, PURSUANT TO CHAPTER 171, FLORIDA STATUTES, PROVIDING FOR TERMS AND CONDITIONS OF SAID ANNEXATION, DESCRIBING THE AREA TO BE ANNEXED; PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, owners of real property to an unincorporated area of Marion County which is contiguous to the City of Ocala, Florida, have petitioned the City Council of the City of Ocala that said property be annexed to the City of Ocala, Florida, in accordance with Section 171.044, Florida Statutes; and

WHEREAS, it has been determined that the City has public facilities available to accommodate the property, future development will be required to connect and extend city facilities as necessary; and

WHEREAS, the applicant provided a fiscal impact analysis that yields a positive return for the City of Ocala by indicating a development consisting of private rights-of-way; and

WHEREAS, it has been determined by the City Council of the City of Ocala, Florida, that the petition bears the signature of all owners of property in the area proposed to be annexed.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session as follows:

Section 1. City Council of the City of Ocala, Florida in accordance with the powers given and granted to

said City of Ocala in and by Chapter 171, Florida Statutes, does hereby redefine the boundary lines of the City of Ocala, so as to include therein the property contiguous thereto and described below:

THE NE ¼ OF THE SW ¼ AND THE SE ¼ OF THE SW ¼ OF SECTION 33, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. EXCEPT THE SOUTH 30 FEET FOR ROAD RIGHT-OF-WAY.
AND
THE WEST 1.5 CHAINS OF THE SW ¼ OF SE ¼ OF SECTION 33, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.
BEING 82.40 ACRES, MORE OR LESS.

Section 2. Direction to Staff. The City Council of the City of Ocala, Florida directs staff to take any and all steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 3. Repealing Inconsistent and/or Conflicting Provisions. The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures, and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 4. Severability of Ordinance Provisions. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 5. Modifications Arising from Consideration at a Public Hearing. It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 6. Direction to the Codifier. It is the intention of the City Council of the City of Ocala, Florida that (1) the property described in Section 1 of this ordinance be annexed; (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by City Council.

Section 7. Terms and Conditions. The annexation of the subject property is subject to the following conditions:

1. The existing agricultural use shall cease within one year after zoning approval or prior to any future development of the site whichever occurs first.

2. The existing structures and septic system must be removed from the property prior to any future development of the property.

3. Connection to city public facilities will be required upon further development of the property.

Section 8. This ordinance shall become effective upon approval by the mayor, or upon becoming law without such approval.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Ire Bethea, Sr.
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2026.

By: _____
Ben Marciano
Mayor

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No:	2026-17
Introduced:	6/3/2026
Adopted:	Click or tap to enter a date.
Legal Ad No:	Click or tap here to enter text.

Staff Report

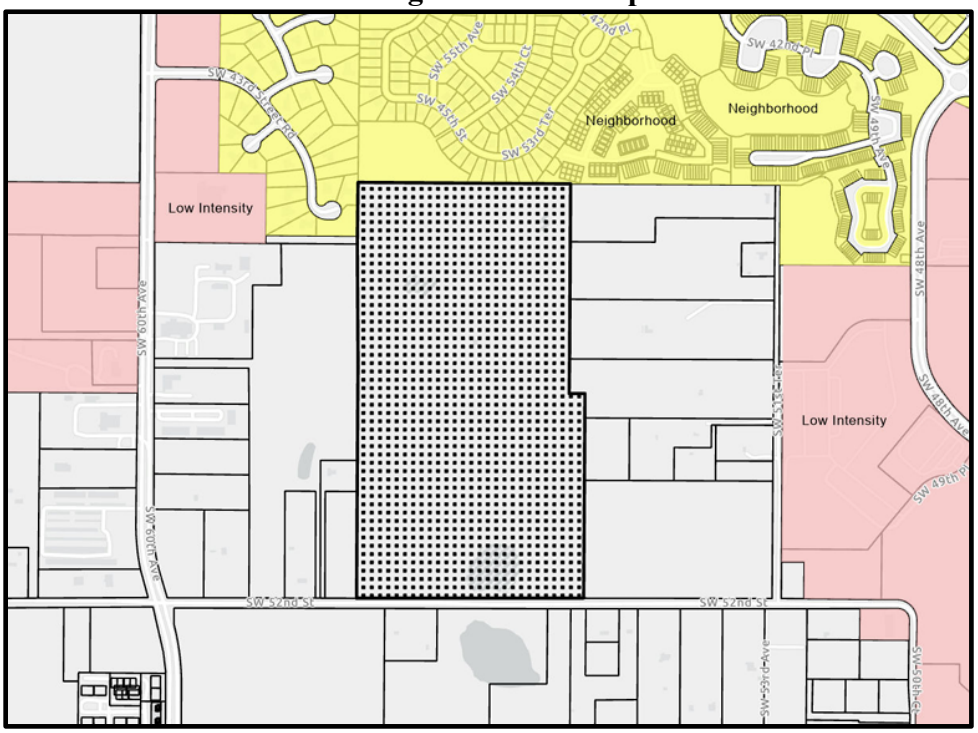
Case No. ANX26-0001
Planning & Zoning Commission: May 26, 2026
City Council (1st Reading): June 2, 2026
City Council (Adoption): August 4, 2026

Applicant:	Ocala 52 Partners, LLC
Property Owner:	Ocala 52 Partners, LLC
Project Planner:	David Sablan, Planner II
Applicant Request:	Annexation of a ±82.40-acre property from unincorporated Marion County
Concurrent Applications:	Future Land Use Change **(LUC26-0001)** to Low Intensity and a zoning change **(PD26-0001)** rezoning the subject property from A-1, General Agriculture (County) to PD, Planned Development (City)

Parcel Information

Acres:	±82.40 acres
Parcel(s)#:	23835-000-00
Location:	5575 SW 52nd Street
Existing use:	Undeveloped (former Quarry)
Future Land Use Designation:	High Residential (County)
Zoning Designation:	A-1, General Agriculture (County)
Special District(s)/Plan(s):	N/A
Approved Agreement(s):	N/A

Figure 1. Case Map



Section 1 - Applicant Request

The applicant is requesting to annex the subject properties into the city to facilitate future development of the site and connection to city utilities. The petitioner has submitted two concurrent petitions:

- Future land use amendment to change the land use classification from High Residential (County) to Low Intensity (City) (LUC26-0001)
- Rezoning to change the zoning from A-1, General Agriculture (County) to PD, Planned Development, with single-family residential (SFR), multi-family residential (MFR), and commercial land uses, and development standards (PD26-0001).

The agent, Tillman & Associates Engineering, LLC, is representing the applicant in this request.

Section 2 - Background Information

The subject property, identified as Parcel 23835-000-00, consists of an approximate 82.40 acres and is generally located within the 5500 block of SW 52nd Street. The property is currently within the jurisdiction of Marion County and shares its northern border with the existing Fore Ranch Planned Unit Development and Hunt Club at Fox Point neighborhood, both of which are located within City of Ocala jurisdiction. The current Marion County designations of the properties are:

Zoning:	A-1, General Agriculture (County). The County code of ordinances indicates the intent of the A-1 district is to preserve agriculture as the primary use. This zoning classification in the Urban Area may be used for agriculture until it is rezoned to another permitted classification.
Future Land Use:	High Residential land use (County), a maximum of 8 dwelling units per acre.

It is noted that the applicant acquired the subject property in July 2024.

Marion County Property Appraiser records (Book 2024, Page 1930) indicate that an agreement was entered into between G.W. O'Neal to White Construction Company, Inc. in April 1994 for exclusive mining rights of earth and minerals from the subject property. The agreement states that the property had been used for mining and removal of earth and minerals in the past, but no records are available to indicate the date of which this mining began. Staff believes mining operations began as early as the 1960s and continued until approximately 2022 based on available aerial imagery. Under Florida Statutes (F.S.) Chapter 378, the cessation of mining operations triggers land reclamation obligations to protect the public's health, safety, and welfare, the protection of the state's environment, and the subsequent beneficial use of the disturbed and reclaimed land. In October 2022 the Florida Department of Environmental Protection (FDEP) issued a Release of Reclamation Obligations in recognition of reclamation activities completed on the property.

Several small structures and a septic system currently exist on the property that will be required to be removed upon development of the property. At the southern end of the property, there is a ±6.7-acre man-made lake with a ±16,000 square foot pond at the northeasterly corner of the property. Both water bodies will be preserved and are integrated into the design of the PD.

Table 1: Adjacent Property Information:

Direction	Future Land Use	Zoning District	Current Use
North	Neighborhood	PUD-04, Planned Unit Development	Fore Ranch PUD
East	High Residential (County)	A-1, General Agriculture (County)	Large lot SFR & Undeveloped
South	High Residential (County)	A-1, General Agriculture (County)	Undeveloped
West	Neighborhood (City) Medium Residential (County)	No Zoning A-1, General Agriculture (County)	Hunt Club at Fox Point Large lot SFR & Undeveloped

Section 3 – Staff Analysis

The subject property is contiguous to the City limits to the north, and the requested annexation does not create an enclave. The applicant has provided a fiscal impact analysis (see attached exhibit) at the request of staff to better understand the impact on City systems and maintenance requirements. It is noted in the analysis that the applicant is proposing that all rights-of-way shall remain private, thus reducing future cost and maintenance to the City.

Consistency with Comprehensive Plan:

The requested annexation is consistent with the following Objectives and Policies of the City of Ocala Future Land Use Element:

1. *Future Land Use Element Policy 12.1. The City shall require that all development have adequate services and facilities including water, roads, sewage collection and treatment, stormwater drainage, recreation, and solid waste disposal, to the extent required by state law, other provisions of this Comprehensive Plan, or the City's Land Development Code.*

   Staff Comment: The annexation would promote the connection to city facilities by removing surcharges associated with utility connections outside of the city. Further, additional development of the subject property will be required to connect to city utilities to ensure adequate public services for the development. Level of service and facility impact will be determined at the time of development.

2. *Future Land Use Element Policy 13.2: The City shall continue to enforce the provisions of the Land Development Code that requires new development to pay for its share of existing or planned capital facilities through an impact fee charge, mobility fee, or other appropriate means.*

   Staff Comment: Development of the site to be annexed will necessitate the review of the development, assessment and payment of the appropriate impact, connection, and service fees.

3. *Sanitary Sewer Sub-Element Policy 5.1: The City shall require that any land or development receiving sanitary sewer services from the city of Ocala will annex into the*

city if or when it becomes contiguous to the City.

Staff Comment: The applicant is requesting the annexation of the subject properties to facilitate the future connection to sanitary sewer service from the city.

4. *Potable Water Sub-Element Policy 5.1: The City shall require that any land or development receiving potable water services from the city of Ocala will annex into the city if or when it becomes contiguous to the City.*

   Staff Comment: The applicant is requesting the annexation of the subject properties to facilitate the future connection to potable water services from the city

Consistency with Land Development Regulations:

The requested rezoning is consistent with the following Sections of the City of Ocala Code of Ordinances:

Subsection 122-246 – Annexed territory:

(a) all territory which may be annexed to the city after the effective date of the ordinance from this section is derived shall be considered to be zoned in the zoning classification given it by the county zoning code; provided that if no such classification exists in the zoning ordinance of the city then the property shall be zoned within the city under that classification most closely corresponding to the existing county classification.

Staff Comment: The annexation request is accompanied by a rezoning application (PD26- 0001) to rezone the property from A-1, General Agriculture (Marion County) to PD, Planned Development (City). The proposed development program and permitted uses included in the proposed PD plan (single family residential, multi-family residential, and commercial), is consistent with the Low Intensity Future Land Use category and the existing Fore Ranch and Hunt Club at Fox Point neighborhoods.

(b) All annexed territory shall, at the earliest available date, be subject to the land use change process to bring the land use into compliance with the comprehensive plan. This process may result in a different land use designation and zoning classification.

Staff Comment: The annexation request is accompanied by a concurrent request to change the subject property future land use from High Residential (Marion County) to Low Intensity (City) (LUC26-0001). Due to the property size (larger than 50 acres), it is necessary to transmit the land use change to the Florida Department of Commerce for an expedited state review, pursuant to F.S. 163.3184. Subsequent to review by state agencies, the concurrent request will provide a City of Ocala future land use designation for the subject properties, providing consistency with this requirement.

Section 4 - Level of Service (LOS) Analysis

A. Required Public Facilities (adopted LOS standards in the comprehensive plan):

For the consideration of annexation, the purpose of this analysis is to identify any potential issues with the city's ability to provide public services to the property to be annexed. The specific services to provide will need to be further evaluated at the time of future development or connection to city services. Currently, the area is not supported by City sanitary sewer service. The nearest connection point resides within the Fore Ranch development north of the subject property. The comprehensive plan sanitary sewer sub element includes policy 2.7, requiring connection, unless the nearest available sewer connections is greater than one-eighth mile from the property. Sewer lines are not located within

the right-of-way of SW 52nd Street and the connection point is not within one-eighth of a mile of the property. Development of the subject property will necessitate connection to City public facilities including sanitary sewer.

The following LOS information is provided to indicate available and remaining capacity for required public facilities (those facilities identified in the Comprehensive Plan, Capital Improvement Element Objective 1). As necessary, the analysis may utilize population per household estimates as established by the Florida Bureau of Economic and Business Research (BEBR). The most recent (2025) estimates indicate an average population per household at 2.33 people for Marion County.

Transportation: The subject property has frontage along SW 52nd Street, which connects to SW 60th Avenue to the west. The congestion management data from the Ocala-Marion TPO for the affected roadway is provided below. Developments proposing to generate 100 or more peak hour trips are required to submit a traffic study as part of the site plan review. The concurrent PD Plan indicates that a maximum of 590 new dwelling units are proposed, a traffic study will be required during the site plan process.

Table 2: Congestion Management Data

Road/Street Names	Lanes	Speed Limit	Functional Classification	Adopted LOS	LOS Capacity	2023 AADT	Existing LOS
SW 60th Ave From: SR 200 To: SW 43rd St Rd	4	45	Arterial	E	35,820	18,300	C

Potable Water: The project is within the City's active service area and service is available. A City water main runs along SW 52nd Street in front of the property. Connections will be determined during the site plan or subdivision review and approval process.

- *Adopted Level of Service (LOS) Potable Water:* 300 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 167 gallons per capita daily (gpcd).
- *Available Capacity:* Capacity is available. The permitted capacity of the City's water system is 18 million gallons daily (mgd), currently 17 million gallons is consumed daily.

Sanitary Sewer: The project is within the City's active service area, however service is not available as there are no existing sanitary sewer lines accessible from the right-of-way directly adjacent to the site. The nearest existing publicly accessible sanitary sewer line is a force main line on SW 50th Ct, approximately 1,875 feet east of the eastern boundary of the project. The extension of City sanitary sewer lines and connections will be determined during the site or subdivision review and approval process.

- *Adopted Level of Service (LOS) Sanitary Sewer: 250 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 80 gallons per capita daily (gpcd).*
- *Available Capacity: Capacity is available. The permitted capacity of Water Reclamation Facility #2 is 6.5 million gallons daily (mgd) and the permitted capacity of Water Reclamation Facility #3 is 4.0 million gallons daily (mgd),* currently 6.3 million gallons is consumed daily.

Parks and Recreation Facilities:

- *Adopted Level of Service (LOS) Solid Waste:* 4.6 developed park acres per 1,000 population for each Regional Park Service Area (RPSA).

- *Available Capacity:* Capacity is available. The City's 71,017 population requires 326.68 developed park acres. The city currently owns and maintains 635.7 developed park acres, pursuant to the Summer 2026 Activity Guide released by the Recreation and Parks Department.

Solid Waste: The subject property is located within the City's service area; refuse pickup will be determined during the site plan or subdivision review process.

- *Adopted Level of Service (LOS) Solid Waste: 3.54 pounds per capita per day for residential development.*
- *Available Capacity: Solid waste is transported to facilities outside of the City and the City's current contract allows for unlimited tonnage of solid waste.*

Schools: Schools: The subject property is serviced by Saddlewood Elementary (operating at 96% capacity), Liberty Middle (operating at 93.34% capacity) and West Port High School (operating at 117.22% capacity). The Planned Development Plan may generate up to 75 additional Elementary School aged students, up to 30 additional Middle School-aged students, and up to 41 additional High School-aged students. West Port High School is over capacity and will require payment of school impact fees as appropriate during the development review process. However, a new high school will open in 2026 that will allow for redistribution of students.

Table 3: Student Generation:

PD26-0001 Scenario					
School Level	**MFR Student Generation Rate**	**SFR Student Generation Rate**	**MFR Units 360**	**SFR Units 230**	**Total**
Elementary	0.137	0.107	50	25	**75**
Middle	0.055	0.043	20	10	**30**
High	0.066	0.071	24	17	**41**

Other Public Facilities:

Electric: The subject property is not in the Ocala Electric Utility service territory. The project will be serviced by Sumter Electric.

Internet: The subject property is not in an Ocala Fiber service area.

Stormwater: Due to the prior mining use, there are several low spots on the subject property within the AE FEMA Flood Zones. The concurrent PD Plan indicates that these areas will be incorporated into the amenity and drainage retention areas which service the property. For any future development, runoff must be retained on-site to match pre-development conditions. Facilities must be designed to provide flood protection for a 100 year, 24-hour storm event.

Fire Service: Ocala Fire Rescue Station #6 is located approximately 0.33 miles from the subject property, at 5220 SW 50th Court, which is within the desired industry standard of 1.5 miles for fire service.

Summary Staff Comments: *The subject property is adjacent to City Limits. Additionally, annexation will provide the city with jurisdiction and oversight for any future development of the property. Having direct decision-making authority over development will help the city ensure compatible and appropriate urban development. Further, the annexation and future development will promote the connection to city utilities, providing additional revenue to maintain public facilities.*

Section 5 - Staff Findings and Recommendation

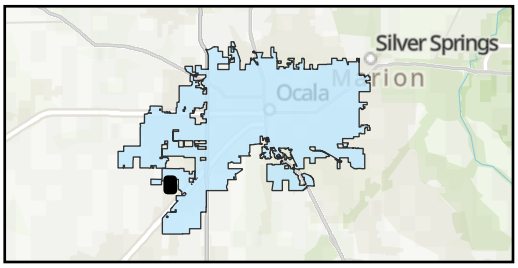
Based on the staff analysis, the following findings are noted:

- The subject property shares a common property boundary with properties within the city to the north.
- The annexation will not result in the creation of an enclave.
- The requested annexation and future development of the property will provide a positive return on connection to city services.
- The annexation will establish the City as the decision-making authority over the property providing the opportunity to ensure appropriate and compatible urban development along this southwest fringe area of the city.
- No level of service issues have been identified for public facilities with the exception that there are no current connection points for sanitary sewer within the right-of-way of SW 52nd Street. sanitary sewer Connection will be required to the north within the Fore Ranch development.

Staff Recommendation: Approval of ANX26-0001 with the following Conditions

1. The existing agricultural use shall cease within one year after zoning approval or prior to any future development of the site whichever occurs first.
2. The existing structures and septic system must be removed from the property prior to any future development of the property.
3. Connection to city public facilities will be required upon further development of the property.

AERIAL MAP



Case Number: ANX26-0001

Parcel: 23835-000-00

Property Size: Approximately 82.40 Acres
Land Use Designation: County High Residential
Zoning: County A-1, General Agriculture

Proposal: Annexation of subject property

Folder: M:\GIS\Department\IT\Evan\Planning\2026\February\LUC26_0001\



Parcels
Subject Property

0 500 1,000 2,000 Feet

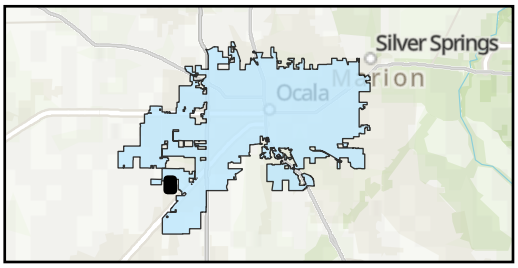
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OCALA

This information is provided as a visual representation only and is not intended to be used as a legal or official representation of legal boundaries. All GIS data which is provided by the City of Ocala should be considered a generalized spatial representation which may be subject to revisions. The feature boundaries are not to be used to establish legal boundaries.For specific information contact the appropriate City of Ocala department or agency.

Prepared by the City of Ocala Growth Management Dep t by ekrepps on 5/12/2026

CASE MAP

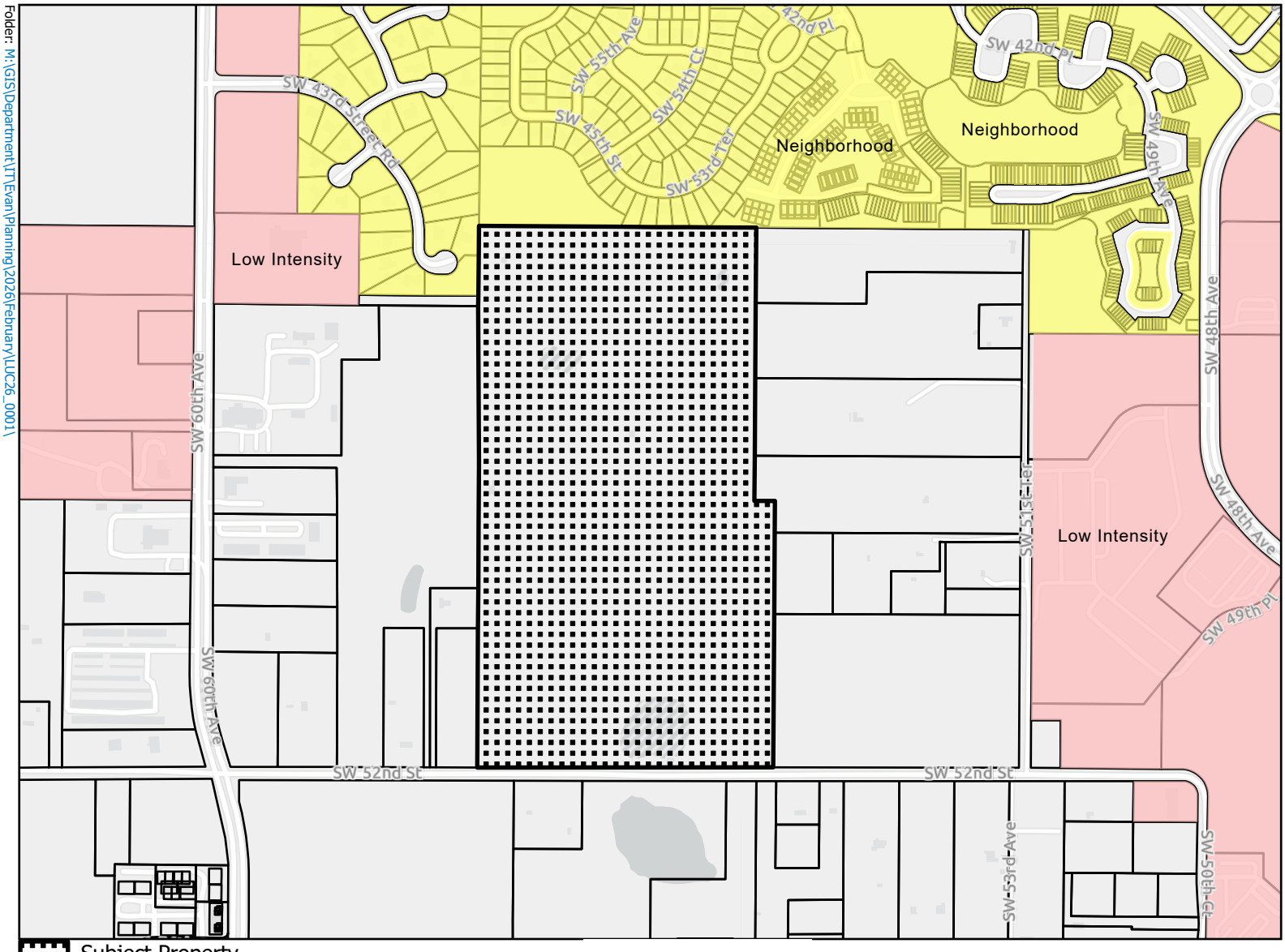


Case Number: ANX26-0001

Parcel: 23835-000-00

Property Size: Approximately 82.40 Acres
Land Use Designation: County High Residential
Zoning: County A-1, General Agriculture

Proposal: Annexation of subject property



Subject Property
Low Intensity
Neighborhood
Parcels

0 500 1,000 2,000 Feet

N

OCALA

This information is provided as a visual representation only and is not intended to be used as a legal or official representation of legal boundaries. All GIS data which is provided by the City of Ocala should be considered a generalized spatial representation which may be subject to revisions. The feature boundaries are not to be used to establish legal boundaries.For specific information contact the appropriate City of Ocala department or agency.

Prepared by the City of Ocala Growth Management Dept by ekrepps on 5/12/2026

File #: 2026-1541 Agenda Item #: 9b.

Submitted By: David Sablan

Presentation By: Aubrey Hale

Department: Growth Management

FORMAL TITLE:
Ordinance 2026-18 to change the Future Land Use designation of approximately 82.40 acres for property at 5575 SW 52nd Street (Parcel 23835-000-00) from High Residential (County) to Low Intensity (City) (Case LUC26-0001) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- Petitioner/Property Owner: Ocala 52 Partners, LLC
- Agent: Tillman & Associates Engineering, LLC

Key Points:

As a result of a concurrent petition for annexation, the petitioner requests a change in the future land use designation for the subject property from High Residential (County) to Low Intensity (City) (LUC26-0001). The proposed change in land use designation must be submitted to the Florida Department of Commerce (Florida Commerce) for an expedited state review in accordance with F.S. 163.3184(3). The Florida Commerce review process requires state agency review before final consideration by the local government. The petitioner has submitted two concurrent petitions:

- Annexation into the city to facilitate future development of the site and connection to available city utilities (ANX26-0001)

- Rezoning to change the zoning from A-1 General Agriculture (County) to PD, Planned Development (City) (PD26-0001).

The applicant acquired the property in July of 2024, and it is approximately 82.40 acres. Currently, the subject property is not located within the Ocala city limits and is within the jurisdiction of Marion County. The

property has the following current Marion County designations:

- Future Land Use: High Residential (up to 8/units per acre)
- Zoning: General Agriculture (A-1)
- Current Use: Agriculture

The subject property was formerly used for the mining of earth and other minerals until approximately 2022. As a result of the discontinuation of mining activities, FDEP has since issued a Release of Reclamation Obligations in recognition of reclamation activities completed since the mining activity ceased on the property. There are currently several small structures and a septic system on the property that must be removed prior to any further development of the site. At the southern end of the property, there is a ±6.7-acre lake, and at the northeasterly corner of the property, there is a ±16,000 square-foot pond. It is noted that the concurrently submitted zoning (PD) amendment indicates that both water bodies will be preserved and are integrated into the design of the PD as amenities and drainage retention areas.

Zoning and Land Use Details:

For consideration of the future land use amendment, there are several key factors to consider:

- Pursuant to Section 122-246 of the Code of Ordinances, upon annexation into the City, a future land use designation must be processed at the earliest available date.
- The density and nature of the project are consistent with the proposed Low Intensity future land use, providing urban-level development of 7.16 units per acre.
- The proposed Low Intensity future land use is consistent with other Low Intensity designations within the surrounding area.

Transmittal to the Florida Department of Commerce

The proposed land use change was transmitted to the Florida Commerce and other state agencies for review on June 3, 2026, pursuant to F.S. 163.3184(3). Comments were received from the water management districts and the Florida Commerce; their comments can be found in the agenda attachments.

Florida Commerce provided a technical assistance comment regarding insufficient data and analysis of public facilities for potential transportation impacts. Staff conducted additional analysis of the trip generation for the project, attached as *Staff Report Addendum*. The addendum staff analysis provides a "worst case" scenario analysis to review the maximum residential dwelling unit build out. The analysis focused on the net change in the maximum residential units as a result of the amendment, comparing the maximum density of the existing High Residential (Marion County) land use to the proposed Low Density (City of Ocala) land use. The project agent, Tillman & Associates Engineering, LLC also conducted additional trip generation analysis that included an analysis of possible residential and commercial impact. Their report is agenda attachment *Exhibit A, FLUA Traffic Analysis*. In summary, neither analysis found that the potential impacts of the future land use amendment would result in decreased roadway volumes below the adopted Level of Service Standards. It is important to note that a traffic analysis consistent with the City's traffic study guidelines will be required prior to development of the property.

Southwest Florida Water Management District provided a technical assistance comment regarding data and analysis to support the comprehensive plan amendment to substantiate facility capacity to serve the land use amendment. As addendum to the staff report, the resulting amendment will have a potential daily volume increase of 821 residential units resulting in a potential increase in demand for water of 0.2464 million Gallons per day (MGD). The resulting 17.2464 MGD volume is below the current permitted capacity of 18 MGD. Staff finds there is sufficient water capacity to accommodate the

proposed future land use amendment.

FINDINGS AND CONCLUSIONS:

- This requested Low Intensity future land use is the result of annexation of the subject property, which requires a City future land use designation consistent with Section 122-246(b) of the Code of Ordinances and providing compliance with the Comprehensive Plan.

- The requested Low Intensity future land use change is compatible with and complementary to the adjacent Neighborhood and Low Intensity future land use designations within the surrounding area.

- City utilities are available at this location, and no level of service issues have been identified for public facilities, except for sanitary sewer. No sanitary sewer connections exist within the right-of-way of SW 52nd Street, and the nearest connection point is located to the north within the Fore Ranch development. Consistent with the conditions of annexation, connection to City public facilities will be required to develop the property.

- The requested amendment to change the land use from a Marion County designation of High Residential to the City's Low Intensity future land use is consistent with the city's comprehensive plan and land development regulations.

Staff recommends approval.

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

LEGAL REVIEW:
The ordinance is pending review by the City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with changes.
- Deny
- Table

SUPPORT MATERIALS:
- Staff Report
- Case Map
- Aerial Map

ORDINANCE 2026-18

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP SERIES OF THE CITY OF OCALA, FLORIDA, COMPREHENSIVE PLAN AS REQUIRED IN SECTION 163.3161 THROUGH AND INCLUDING SECTION 163.3248, FLORIDA STATUTES; DETAILING THE FUTURE LAND USE CHANGE (CASE NO. LUC26-0001) INVOLVED AND TO AMEND THE FUTURE LAND USE MAP SERIES FROM HIGH RESIDENTIAL (COUNTY) TO LOW INTENSITY (CITY) FOR PROPERTY LOCATED AT 5575 SW 52ND STREET (PARCEL NUMBER 23835-000-00), APPROXIMATELY 82.40 ACRES; PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida adopted the Local Government Comprehensive Planning and Land Development Regulation Act of 1985, as contained in Section 163.3161 through and including Section 163.3248, Florida Statutes, which required the City of Ocala, Florida, to prepare and adopt a comprehensive plan in accordance with the requirements of the said act; and

WHEREAS, the City of Ocala has prepared a comprehensive plan which meets the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985; and

WHEREAS, the City of Ocala on October 22, 1991, adopted this plan including a Future Land Use Element consisting of a land use map series; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act of 1985 provides for the amendment of an adopted plan or element or portion thereof; and

WHEREAS, on October 19, 2010, City Council adopted the Ocala 2035 Vision; and

WHEREAS, one of the strategies of the Ocala 2035 Vision was to initiate Comprehensive Plan Amendments (adopted on January 22, 2013) to be consistent with the Ocala 2035 Vision.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF OCALA, FLORIDA, in regular session, as follows:

Section 1. The City of Ocala Comprehensive Plan, Future Land Use Element and Map Series is hereby amended as required by the Florida Local Government Comprehensive Planning and Land Development Regulation Act of 1985 contained in Section 163.3161 through and including Section 163.3248, Florida Statutes and pursuant to Section 106-38 of the Code of Ordinances, City of Ocala, Florida. The lands described below are hereby reclassified according to the City of Ocala Comprehensive Plan, Future Land Use Element as Public and the attached land use map is incorporated by reference into this ordinance:

THE NE ¼ OF THE SW ¼ AND THE SE ¼ OF THE SW ¼ OF SECTION 33, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. EXCEPT THE SOUTH 30 FEET FOR ROAD RIGHT-OF-WAY.

AND

THE WEST 1.5 CHAINS OF THE SW ¼ OF SE ¼ OF SECTION 33, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.
BEING 82.40 ACRES, MORE OR LESS.

Section 2. Direction to Staff. The City Council of the City of Ocala, Florida directs staff to take any and all steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 3. Repealing Inconsistent and/or Conflicting Provisions. The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures, and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 4. Severability of Ordinance Provisions. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 5. Modifications Arising from Consideration at a Public Hearing. It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 6. Direction to the Codifier. It is the intention of the City Council of the City of Ocala, Florida that (1) the Future Land Use Map of the City of Ocala is hereby amended to reflect the change in land use from Commercial (County) to Public (City) as to lands described in Section 1 of this ordinance; (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by City Council.

Section 7. This ordinance shall become effective upon approval by the mayor, or upon becoming law without such approval.

Section 8. The effective date of this small-scale development amendment shall be 31 days after adoption, unless the amendment is challenged pursuant to Section 163.3187(5), F.S. If challenged, the effective date of the amendment shall be the date a final order is issued by the state land planning agency, or the Administration Commission, finding the amendment in compliance with Section 163.3184, F.S. No development orders, development permits or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency, 107 East Madison Street, MSC 160, Tallahassee, Florida 32399-6545.

ATTEST:

By:
Angel B. Jacobs

CITY OF OCALA

By:
Ire Bethea, Sr.

City Clerk President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2026.

By: _____
Ben Marciano
Mayor

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No: 2026-18
Introduced: 6/2/2026
Adopted: Click or tap to enter a date.
Legal Ad No: Click or tap here to enter text.

Staff Report

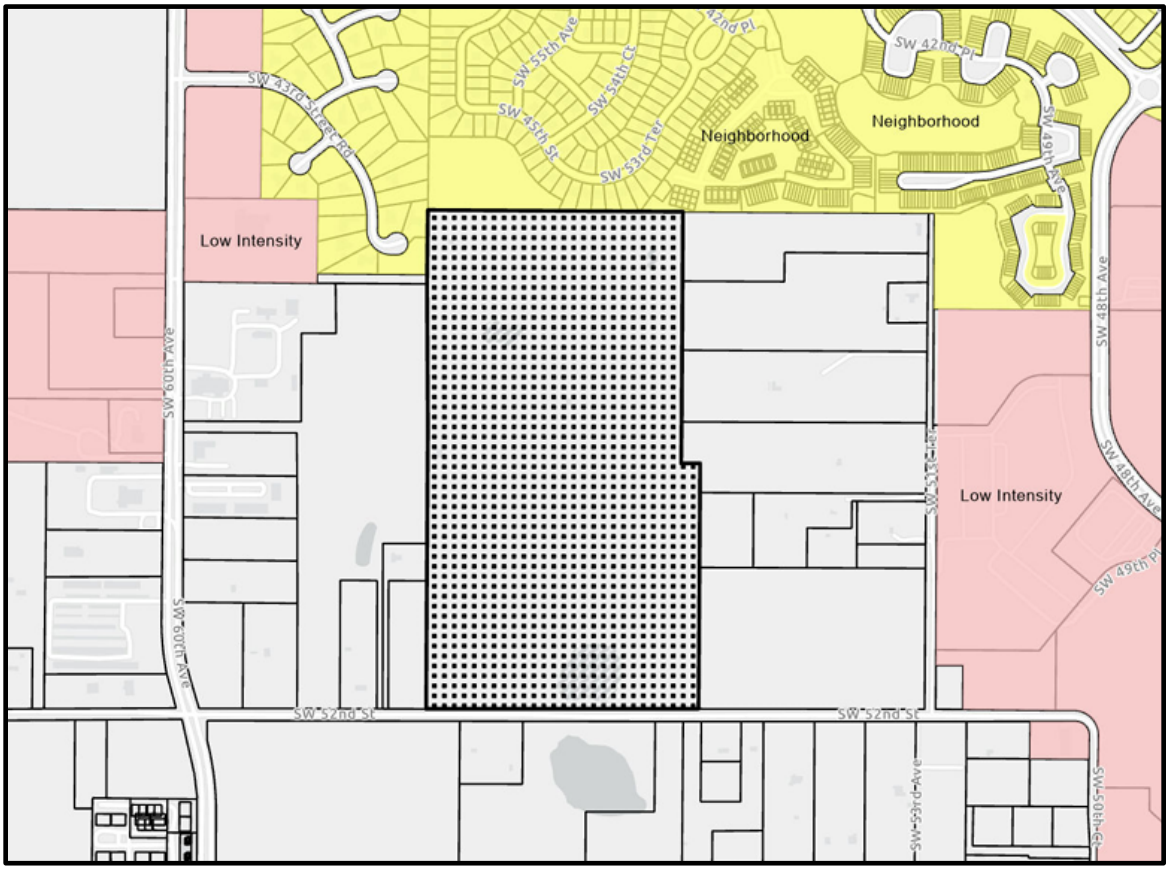
Case No. LUC26-0001
Planning & Zoning Commission: May 26, 2026
City Council (1st Reading): June 2, 2026
City Council (Adoption): August 4, 2026

Applicant:	Ocala 52 Partners, LLC
Property Owner:	Ocala 52 Partners, LLC
Project Planner:	David Sablan, Planner II
Applicant Request:	Land use change from High Residential (County) to Low Intensity (City)

Parcel Information

Acres:	±82.40 acres
Parcel(s)#:	23835-000-00
Location:	5575 SW 52nd Street
Existing use:	Undeveloped (formerly used for mining)
Future Land Use Designation:	High Residential (County)
Zoning Designation:	A-1, General Agriculture (County)
Special District(s)/Plan(s):	N/A
Approved Agreement(s):	N/A

Figure 1. Case Map



Section 1 - Applicant Request

The applicant is requesting a future land use amendment to change the land use category for the subject property from High Residential (County) to Low Intensity (City) (LUC26-0001). The petitioner has submitted two concurrent petitions:

- Annexation into the city to provide for the future development of the site and connection to available city utilities.
- Rezoning to change the zoning from A-1, General Agriculture (County) to PD, Planned Development, with single-family residential (SFR), multi-family residential (MFR), and commercial land uses, and development standards (PD26-0001).

The agent, Tillman & Associates Engineering, LLC, is representing the applicant in this request.

Section 2 - Background Information

The subject property, identified as Parcel 23835-000-00, contains an approximate 82.40 acres and is generally located within the 5500 block of SW 52nd Street. The subject properties are currently within the jurisdiction of Marion County and share its northern border with the existing Fore Ranch Planned Unit Development and the existing Hunt Club at Fox Point neighborhood, both of which are located within City of Ocala jurisdiction. The current Marion County designations of the properties are:

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Future Land Use:	High Residential land use (County), a maximum of 8 dwelling units per acre.
Zoning:	A-1, General Agriculture (County). The County code of ordinances indicates the intent of the A-1 district is to preserve agriculture as the primary use. This zoning classification in the Urban Area may be used for agriculture until it is rezoned to another permitted classification.

It is noted that the applicant acquired the subject property in July 2024.

Marion County Property Appraiser records (Book 2024, Page 1930) indicate that an agreement was entered into between G.W. O'Neal to White Construction Company, Inc. in April 1994 for exclusive mining rights of earth and minerals from the subject property. The agreement states that the property had been used for mining and removal of earth and minerals in the past, but no records are available to indicate the date of which this mining began. Staff believes mining operations began as early as the 1960s and continued until approximately 2022 based on available aerial imagery. Under Florida Statutes (F.S.) Chapter 378, the cessation of mining operations triggers land reclamation obligations to protect the public's health, safety, and welfare, the protection of the state's environment, and the subsequent beneficial use of the disturbed and reclaimed land. In October 2022, the Florida Department of Environmental Protection (FDEP) issued a Release of Reclamation Obligations in recognition of reclamation activities completed on the property.

Several small structures and a septic system currently exist on the property that will be required to be removed when the property is developed consistent with the conditions of annexation. At the southern end of the property there is a ±6.7-acre lake and a ±16,000 square foot pond at the northeasterly corner of the property. Both water bodies will be preserved and are integrated into the design of the PD.

Table 1: Adjacent Property Information:

Direction	Future Land Use	Zoning District	Current Use
North	Neighborhood (City)	PUD-04, Planned Unit Development (City)	Fore Ranch PUD (City)
East	High Residential (County)	A-1, General Agriculture (County)	Large lot SFR & Undeveloped (County)
South	High Residential (County)	A-1, General Agriculture (County)	Undeveloped (County)
West	Northwest (City) - Neighborhood West/southwest (County) -Medium Residential (County)	Northwest (City) - No Zoning West/southwest (County) - A-1, General Agriculture (County)	Northwest (City) - Hunt Club at Fox Point West/southwest (County) - Large lot SFR & Undeveloped

Table 2: Existing and Proposed Development Standards

	Future Land Use Category	Permitted Land Uses	Allowable Density	Allowable FAR
Existing (County)	High Residential	Residential – single-family and multi-family	4-8 du/ac	N/A
Proposed (City)	Low Intensity	Residential, office, commercial, public, recreation, institutional, light industrial, educational facilities	3 to 18 du/ac	Up to 0.75

Section 3 – Staff Analysis

Pursuant to Code of Ordinances Section 122-246, all annexed territory shall be subject to the land use change process to bring the land use into compliance with the City's comprehensive plan. The Case Map reflects adjacent, annexed properties designated to the north as Neighborhood Future Land Use and nearby properties to the east and west being designated as Low Intensity Future Land Use. As reflected in Table 2 above, the change in potential development intensity is as follows:

Marion County:	City of Ocala:
Minimum - 4 units per acre (329 units)	Minimum - 3 units per acre (247 units)
Maximum - 8 units per acre (659 units)	Maximum - 18 units per acre (1,483 units)

While it is not binding, it is noted that the concurrent zoning application for a PD zoning designation indicates a maximum of 590 dwelling units (7.16 units per acre), which is less than the maximum development potential as currently permitted with the County's future land use designation (659 units).

Consistency with Comprehensive Plan:

The requested future land use amendment is consistent with the following Objectives and Policies of the City of Ocala Future Land Use Element:

1. *Future Land Use Element Policy 6.3: Low Intensity. The intent of the Low Intensity land use classification is to identify areas that are generally oriented towards the automobile as the primary mode of transportation, with pedestrian circulation and activity being generally less than High Intensity/Central Core and Medium Intensity/Special District districts. Low Intensity may contain a single use. Mixed use development is encouraged. Permitted uses include office, commercial, public, recreation, institutional, educational facilities and residential. Light industrial shall only be allowable in designated locations as specified in the Land Development Code and must meet the intent of the Low Intensity category, including form and design guidelines as applicable. It is also the intent of this category to promote a walkable suburban form.*

   The form of buildings and development may be regulated for specified areas by a Form Based Code or Corridor Overlay. Buildings may have larger setbacks from the street and public right-of- way than other mixed-use districts, as depicted in Figure E. Buildings may have surface parking between the building and the street, though rear and side yard parking is encouraged for non- residential uses, as depicted in Figure F. Low Intensity areas may have large open space areas such as community and regional parks, trails, or surface stormwater management facilities designed as amenities.

   The minimum density and intensity in this future land use category is 3 dwelling units per gross acre or 0.00 FAR. The maximum density and intensity is 18 dwelling units per acre or 0.75 FAR.

   Increased density and intensity incentives may be approved for inclusion of workforce housing, green building and sustainable design standards, setting aside right-of-way for trails, employment-generating uses, exemplary urban design, or other benefits to the City as specified in the Land Development Code. The location and application of incentives shall be set forth in the Land Development Code.

   Staff Comment:

   - The combined density of all residential housing types is 7.16 units per acre, which is less than half of the potential maximum of 18 units per acre for the Low Intensity future land use category.
   - The form and building standards will be further defined with the subsequent Planned Development Rezoning currently in process.

2. *Future Land Use Element Policy 12.1. The City shall require that all development have adequate services and facilities including water, roads, sewage collection and treatment, stormwater drainage, recreation, and solid waste disposal, to the extent required by state law, other provisions of this Comprehensive Plan, or the City's Land Development Code.*

   Staff Comment: Additional development of the subject property will be required to connect to city utilities to ensure adequate public services for the development. Level of service and facility impact will be determined at the time of development.

3. *Future Land Use Element Policy 13.2: The City shall continue to enforce the provisions of the Land Development Code that requires new development to pay for its share of existing or planned capital facilities through an impact fee charge, mobility fee, or other appropriate means.*

   Staff Comment: Development of the site will require connection to city facilities that will include payment of appropriate connection, service, and impact fees.

Consistency with Land Development Regulations:

The requested future land use amendment is consistent with the following Sections of the City of Ocala Code of Ordinances:

Subsection 122-246 – Annexed territory:

(a) All territory which may be annexed to the city after the effective date of the ordinance from this section is derived shall be considered to be zoned in the zoning classification given it by the county zoning code; provided that if no such classification exists in the zoning ordinance of the city then the property shall be zoned within the city under that classification most closely corresponding to the existing county classification.

Staff Comment: The future land use category change is accompanied by an annexation request and a rezoning application (PD26-0001) to rezone the property from A-1, General Agriculture (Marion County) to PD, Planned Development (City). The proposed development program and permitted uses included in the proposed PD plan (single family residential, multi-family residential, and commercial), is consistent with the Low Intensity Future Land Use category and the existing Fore Ranch and Hunt Club at Fox Point neighborhoods.

(b) All annexed territory shall, at the earliest available date, be subject to the land use change process to bring the land use into compliance with the comprehensive plan. This process may result in a different land use designation and zoning classification.

Staff Comment: The annexation request is accompanied by a concurrent request to change the subject property future land use from High Residential (Marion County) to Low Intensity (City) (LUC26-0001). Final action on the annexation will be required prior to final action on the requested future land use amendment to ensure proper jurisdiction/authority for the action. Due to the property size (larger than 50 acres), it is necessary to transmit the land use change to the Florida Department of Commerce for an expedited state review, pursuant to F.S. 163.3184. Subsequent to review by state agencies, the concurrent request will provide a City of Ocala future land use designation for the subject properties, providing consistency with this requirement.

Section 4 - Level of Service (LOS) Analysis

A. Required Public Facilities (adopted LOS standards in the comprehensive plan):

For the consideration of annexation and future land use designation, the purpose of this analysis is to identify any potential issues with the city's ability to provide public services to the property to be annexed. However, it should be noted that the specific need for services will need to be further evaluated at the time of future development or connection to city services. Currently, the area is not served with City sanitary sewer service. The nearest connection point resides within the Fore Ranch development, adjacent to the subject property to the north. The comprehensive plan sanitary sewer sub element includes policy 2.7, requiring connection, unless the nearest available sewer connections is greater than one-eighth mile from the property. Sewer lines are not located within the right-of-way of SW 52nd Street and the connection point is not within one-eighth of a mile of the property. Consistent with the conditions of annexation, development of the subject property will require connection to all city facilities upon development of the property.

The following LOS information is provided to indicate available and remaining capacity for required public facilities (those facilities identified in the Comprehensive Plan, Capital Improvement Element Objective 1). As necessary, the analysis may utilize population per household estimates as established by the Florida Bureau of Economic and Business Research (BEBR). The most recent (2025) estimates

indicate an average population per household at 2.33 people for Marion County.

Transportation: The subject property has frontage along SW 52nd Street, which connects to SW 60th Avenue to the west. The congestion management data from the Ocala-Marion TPO for the affected roadway is provided below. Developments proposing to generate 100 or more peak hour trips are required to submit a traffic study as part of the site plan review. The concurrent PD Plan indicates that a maximum of 590 new dwelling units are proposed, a traffic study will be required during the site plan process.

Table 2: Congestion Management Data

Road/Street Names	Lanes	Speed Limit	Functional Classification	Adopted LOS	LOS Capacity	2023 AADT	Existing LOS
SW 60th Ave From: SR 200 To: SW 43rd St Rd	4	45	Arterial	E	35,820	18,300	C

Potable Water: The project is within the City's active service area and service is available. A City water main runs along SW 52nd Street in front of the property. Connections will be determined during the site plan or subdivision review and approval process.

- *Adopted Level of Service (LOS) Potable Water:* 300 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 167 gallons per capita daily (gpcd).
- *Available Capacity:* Capacity is available. The permitted capacity of the City's water system is 18 million gallons daily (mgd), currently 17 million gallons is consumed daily.

Sanitary Sewer: The project is within the City's active service area, however there are no existing sanitary sewer lines accessible from the adjacent SW 52nd Street right-of-way (ROW). The nearest existing publicly accessible sanitary sewer line is a force main line on SW 50th Ct, approximately 1,875 feet east of the eastern boundary of the project. The extension of City sanitary sewer lines and connections will be required upon development of the site during the site or subdivision review and approval process.

- *Adopted Level of Service (LOS) Sanitary Sewer: 250 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 80 gallons per capita daily (gpcd).*
- *Available Capacity: Capacity is available. The permitted capacity of Water Reclamation Facility #2 is 6.5 million gallons daily (mgd) and the permitted capacity of Water Reclamation Facility #3 is 4.0 million gallons daily (mgd). currently 6.3 million gallons is consumed daily.*

Parks and Recreation Facilities:

- *Adopted Level of Service (LOS) Solid Waste:* 4.6 developed park acres per 1,000 population for each Regional Park Service Area (RPSA).
- *Available Capacity:* Capacity is available. The City's 71,017 population requires 326.68 developed park acres. The city currently owns and maintains 635.7 developed park acres, pursuant to the Summer 2026 Activity Guide released by the Recreation and Parks Department.

Solid Waste: The subject property is located within the City's service area; refuse pickup will be determined during the site plan or subdivision review process.

- *Adopted Level of Service (LOS) Solid Waste: 3.54 pounds per capita per day for residential development.*

- *Available Capacity: Solid waste is transported to facilities outside of the City.*

Schools: Schools: The subject property is serviced by Saddlewood Elementary (operating at 96% capacity), Liberty Middle (operating at 93.34% capacity) and West Port High School (operating at 117.22% capacity). The Planned Development Plan may generate up to 75 additional Elementary School aged students, up to 30 additional Middle School-aged students, and up to 41 additional High School-aged students. West Port High School is over capacity and will require payment of school impact fees as appropriate during the development review process. However, a new high school will open in 2026 that will allow for redistribution of students.

Table 3: Student Generation:

PD26-0001 Scenario					
School Level	**MFR Student Generation Rate**	**SFR Student Generation Rate**	**MFR Units 360**	**SFR Units 230**	**Total**
Elementary	0.137	0.107	50	25	**75**
Middle	0.055	0.043	20	10	**30**
High	0.066	0.071	24	17	**41**

Other Public Facilities:

Electric: The subject property is not in the Ocala Electric Utility service territory. The project will be serviced by Sumter Electric.

Internet: The subject property is not in an Ocala Fiber service area.

Stormwater: Due to the prior mining use, there are several low spots on the subject property within the AE FEMA Flood Zones. It is noted that, the concurrent PD Plan indicates that these areas will be incorporated into the amenity and drainage retention areas which service the property For any future development, runoff must be retained on-site to match pre-development conditions. Facilities must be designed to provide flood protection for a 100 year, 24-hour storm event.

Fire Service: Ocala Fire Rescue Station #6 is located approximately 0.33 miles from the subject property, at 5220 SW 50th Ct, which is within the desired industry standard of 1.5 miles for fire service.

Summary Staff Comments: *The location of the subject property in relation to existing nearby fire station and other city facilities will improve the efficiency of existing city fire facilities and other city services for any future development. Additionally having direct decision-making authority over future land use, zoning, and development will help the city ensure compatible and appropriate urban development. Further, the annexation and future development will promote the connection to city utilities, providing additional revenue to maintain public facilities.*

Section 5 - Staff Findings and Recommendation

- This requested Low Intensity future land use is the result of annexation of the subject property which requires a City future land use designation consistent with Section 122-246(b) of the Code of Ordinances and providing compliance with the Comprehensive Plan.
- The requested Low Intensity future land use change is consistent with the adjacent Neighborhood and Low Intensity future land use designations within the surrounding area.
- City utilities are available at this location, and no level of service issues have been identified for public facilities with the exception of sanitary sewer. No sanitary sewer connections exist withir

the adjacent right-of-way of SW 52nd Street and the nearest connection point for sanitary sewer is located north within the Fore Ranch development. Consistent with the conditions of annexation, connection to City public facilities will be required upon development of the property.

- The requested amendment to change the land use from a Marion County designation of High Residential to the City's Low Intensity future land use is consistent with the city's comprehensive plan and land development regulations.

Staff Recommendation: Approval of LUC26-0001

LUC26-0001 Addendum Staff Report – State Agency Transmittal Comments

Staff prepared the following addendum to the original Planning and Zoning Commission staff report in response to technical assistance comments made by the Florida Department of Commerce (Florida Commerce) and the Southwest Florida Water Management District (SWFWMD) as part of their expedited review of the proposed large scale Future Land Use Map amendment.

Florida Commerce Response:

Florida Commerce in their attached response provided a technical assistance comment in regard to the original staff report's omission of analysis of Level of Service (LOS) impacts of the proposed Future Land Use Map amendment. In particular, Florida Commerce recommended that an analysis be conducted of the impacts of the maximum development potential allowed under the proposed Low Intensity future land use designation for the property.

In response, staff analyzed trip generation for the maximum development potential of single-family dwellings under both the existing Marion County High Residential Future Land Use designation (8 dwelling units per acre) and the proposed City Low Intensity Future Land Use designation (18 dwelling units per acre). Table 1 shows that the proposed land use change would result in a net increase of 821 residential units generating approximately 7,742 daily trips as a result of the proposed amendment.

Table 1

Background/Project	**Max Density**	**Trip Generation Rate (ITE 11th Edition, Code 210)**	**Total Daily Trip Generation**
Existing Future Land Use (MC High Residential - 8du/ac)	657	9.43/dwelling	6,196
Proposed Future Land Use (Low Intensity - 18du/ac)	1,478	9.43/dwelling	13,938
		Net Daily Trip Increase:	**7,742**

Staff reviewed the impact that net new daily trips would have on the capacity of the surrounding road network. The Marion County Transportation Organization (TPO) maintains the Congestion Management Plan (CMP), which has information on the Annual Average Daily Trips (AADT) and capacity of specific road segments within Marion County. Staff assumed that 100% of daily trips generated by the subject project would use SW 52nd Street because that is the only roadway from which the subject property has access. However, since SW 52nd Street is a local road there are no current traffic counts for a complete analysis. Staff further assigned a trip distribution of 60% to SR 200 and 40% project trips on SW 60th Avenue.

Table 2

Trip Distribution: Roadway Network Average Annual Daily Traffic (AADT)

	2025 Count AADT	**Existing Land Use ADT**	**2025 Count + Existing Land Use AADT**	**Net Increase New Trips (Result of Amendment) AADT**	**2025 Count + Proposed Amendment AADT**	***Adopted LOS Capacity AADT**
SW 52nd St (100% project trips)	N/A	6,196	**N/A**	7,742 (100%)	**7,742**	**14,000****
SW 60th Ave (40% project trips)	18,700	2,478	**21,178**	3,097 (40%)	**21,797**	**36,100***
SR 200 (60% project trips)	46,300	3,717	**50,017**	4,645 (60%)	**50,945**	**56,800***

*FDOT Service Volume Tables C4 **FDOT Service Volume Tables C2

As depicted in Table 2 above, the adopted LOS capacity is not exceeded as a result of the proposed amendment.

Southwest Florida Water Management District Response (SWFWMD):

SFWMD provided a technical assistance comment regarding the omission of analysis on the Level of Service (LOS) impacts of the proposed Future Land Use Map amendment. In response to the comments, staff provided an addendum to the staff report that includes additional data and analysis for the city's ability to provide water service to meet the need of the proposed future land use amendment.

The City's adopted level of service is 300 gpd per equivalent single-family residential unit (ERU) or the equivalent of 167 gallons per capita per day (gpcd). The adopted level of service is enabled through Potable Water Sub-Element Policy 1.1 and Capital Improvements Element Policy 1.1.3.

The Existing Future Land Use is High Residential and within Marion County's jurisdiction. The maximum density in the High Residential Future Land Use is eight dwelling units per acre. The proposed City Future Land Use is Low Intensity and allows a maximum of 18 dwelling units per acre. The proposed project has a combined total of 82.10 acres; therefore, the maximum densities are 657 dwelling units and 1,478 dwelling units, respectively. A difference of 821 dwelling units between the land use of the County and the City is created.

Table 1

Background/Project	Max Density	Water Use GPD/Unit	Potable Water Demand MGD	Existing Daily Volume + Amendment MGD	Permitted Capacity MGD
Existing Future Land Use (MC High Residential - 8du/ac)	657	300 gpd/du	0.1971	17.1971	18
Proposed Future Land Use (Low Intensity - 18du/ac)	1,478	300 gpd/du	0.4434	17.4434	18
Difference of densities	821	300 gpd/du	0.2463	**17.2463**	**18**

As indicated in Table 1 above, the resulting amendment will have a potential daily volume increase of 821 residential units resulting in a potential increase in demand for water of 0.2464 million Gallons per day (MGD). The resulting 17.2464 MGD volume is below the City's current permitted capacity of 18 MGD. Staff finds there is capacity to accommodate the proposed future land use amendment.

KITTELSON & ASSOCIATES

225 E Robinson St, Suite 355
Orlando, FL 32801
P 407.540.0555

Future Land Use Amendment & Rezoning Traffic Analysis

July 17, 2026 Project# 33695

To: Ray Philips
Ocala 52 Partners, LLC
P.O. Box 8388
Fleming Island, FL 32006

From: Arya Arun Nair; Kok Wan Mah, PE

RE: City of Ocala Future Land Use Change/Rezoning Traffic Analysis, Ocala 52 Mixed-Use Development

Introduction

The purpose of this memorandum is to conduct a traffic analysis to support the proposed future land use (FLU) amendment and rezoning of Ocala 52 Mixed-Use Development (Parcel id: 23835-000-00) located on north side of SW 52nd Street, east of SW 60th Avenue on approximately 82.1 acres in Ocala, Florida. Access to the site will include two full access connections to SW 52nd Street as shown in **Figure 1**. The site is being annexed into the city with a proposed change in land use designation from High Residential (County) to Low Intensity (City). The zoning designation is proposed to change from A-1 (County) to PD (City). A portion of the site will be zoned B-2 (Community Business District). Traffic analysis is conducted to compare highest and best use development programs between the current future land use designation, proposed future land use designation, and proposed PD development program.



Figure 1: Site Location

Existing and Proposed Future Land Use

The property is currently located within Marion County but is proposed to be annexed to the City of Ocala. The existing and the proposed future land use and zoning as per Marion County and City of Ocala for the project site and the maximum development intensity allowed in the existing future land use as well as maximum and proposed development for the proposed future land use are summarized in **Table 1** and **Table 2**.

Table 1: Existing Future Land Use and Zoning

Land Use	Area (ac)	Zoning	Use	Maximum Density	Maximum Development
High Residential (HR)	82.10	Agricultural District (A-1)	Residential (Single and Multi-Family Units)	8 DU/ac	658 DU

Table 2: Proposed Future Land Use and Zoning

Land Use	Area (ac)	Zoning	Use	Maximum Density	Maximum Development	Proposed Development
Low Intensity	77.60	Planned Development (PD)	Residential	18 DU/ac	1396 DU	590 DU
Low Intensity	4.50	Community Business (B-2)	Commercial	0.75 FAR	147 KSF	147 KSF

TRIP GENERATION

CURRENT FUTURE LAND USE & ZONING

Trip generation for the maximum development permitted under the current future land use and zoning was estimated using the Institute of Transportation Engineers (ITE) Trip Generation Manual, 12th Edition. Based on the existing Future Land Use designation and Marion County zoning regulations, the A-1 zoning district with High Residential (HR) land use allows a mix of single-family and multi-family residential units. To provide a conservative estimate of site-generated traffic, all dwelling units were assumed to be single-family residential units at the project location covering a gross area of 82.10 acre, with a maximum of 658 DU for estimating weekday, AM peak hour, and PM peak hour trips. No internal capture or pass-by trip reductions were assumed for this development. The resulting trip generation estimates are summarized in **Table 3**.

Table 3: Trip Generation – Current Future Land Use/Zoning

Land Use	ITE Code	Intensity (DU)	Weekday Daily Trip Ends	AM Peak Period			PM Peak Period		
				In	Out	Total	In	Out	Total
Single Family Detached	210	657	5567	120	326	446	337	207	544

PROPOSED FUTURE LAND USE & ZONING

Trip generation for the maximum development permitted under the proposed future zoning was estimated using the ITE Trip Generation Manual, 12th Edition. Based on the proposed Future Land Use designation for the City of Ocala, the Low Intensity land use category allows a mix of residential and commercial development with a maximum density 18 DU/ac and a floor area ratio (FAR) of 0.75. Under the proposed development plan, a portion of the project site is proposed to be zoned B-2, which would allow up to 147,000 square feet of commercial development. Based on the proposed plan, for trip generation purposes, 100,000 square feet was assumed to be developed under ITE Land Use Code 820 (Shopping Center) and the remaining 47,000 square feet under ITE Land Use Code 931 (Fine Dining Restaurant). The remainder of the site, consisting of approximately 77.6 acres, is proposed to have a mix of single-family and multifamily residential development, with a maximum of 590 dwelling units under the proposed PUD. Internal capture was estimated between the residential and commercial uses in accordance with NCHRP 684. In accordance with the City of Ocala's guidelines, internal capture trips were limited to no more than 20 percent of the total site generated traffic. Therefore, the PM peak-hour internal capture estimate was adjusted to comply with this maximum allowable reduction. Pass-by trip reductions were subsequently applied to the Shopping Center (26%) and Fine Dining Restaurant (44%) land use based on ITE Trip generation Handbook, 3rd Edition. The trip generation results are summarized in **Table 4**. The proposed planned development plan is attached in **Appendix A** and Internal Capture is attached in **Appendix B**.

Table 4: Trip Generation – Proposed Future Land Use/Zoning

Land Use	ITE Code	Intensity	Weekday Daily Trip Ends	AM Peak Period			PM Peak Period		
				In	Out	Total	In	Out	Total
Single Family Detached	210	230 DU	2,122	43	117	160	128	79	207
Multi Family (Mid Rise)	221	360 DU	1,620	33	110	143	85	48	133
Shopping Center	820	100 KSF	3,639	55	33	88	160	166	326
Fine Dining Restaurant	931	47 KSF	3,714	10	9	19	263	118	381
Internal Capture - Single and Multi-Family			78	3	7	10	34	34	68
Internal Capture - Shopping Center			79	6	7	13	33	33	66
Internal Trips - Fine Dining Restaurant			234	0	14	23	106	105	211
Pass-by Trips - Shopping Centre			88	13	7	20	33	35	68
Pass-by Trips - Fine Dining Restaurant			230	4	11	28	132	70	202
Total Net New Trips			**10,386**	**115**	**244**	**359**	**398**	**236**	**634**

ROADWAY ANALYSIS

Based on the trip generation estimates for the existing and proposed future land use, the net external trip generation impact of the property under the proposed FLU/zoning is higher on weekdays and both the AM and PM peak hours as compared to the existing FLU and zoning. Under the existing future land use scenario, the site is estimated to generate approximately 5,567 weekday daily trips, whereas the proposed future land use is estimated to generate approximately 10,386 net new weekday daily trips. As a result, the proposed future land use would increase traffic demand on the surrounding roadway network.

To study the impact of additional traffic demand with the proposed land use, roadway segment impacts was studied for near term (2030) and horizon year (2050). For the purpose for the analysis, a significance threshold of 3 percent was used to identify roadway segments for analysis. The analysis was based on 2025 AADT data obtained from Florida State Online. Peak-hour directional traffic volumes were developed by applying peak-hour and directional distribution factors to the 2025 AADT volumes. Growth factors were then applied to the existing traffic volumes to project 2030 and 2050 background traffic conditions. Peak-hour directional service volumes were obtained from the Ocala/Marion TPO database. Project trip distribution was determined using the Central Florida Regional Planning Model (CFRPM) in conjunction with local traffic patterns. The corresponding model plot is provided in **Appendix C**.

GROWTH RATE

For the near term (2030) analysis, the annual historic growth rate was reviewed using the FDOT historic annual average daily traffic (AADT) data from Florida Traffic Online, and the FDOT Traffic Trends Analysis Tool. Table 5 depicts the annual growth rate by count station. Based on this review, an annual growth rate of 2.49 percent was applied to the 2025 traffic volumes to develop the 2030 background traffic volumes. The result are summarized in **Table 5**.

For the horizon year (2050) analysis, growth rates were developed based on the Bureau of Economic and Business Research (BEBR) medium-series population projections for Marion County. Based on the projected population growth, an annual growth rate of 1.22 percent was applied to the 2025 traffic volumes to develop the 2050 background traffic volumes.

The roadway analysis for 2030 and 2050 are summarized in **Table 6** and **Table 7**.

Table 5: Historic Growth Rate

Year	360045 - SR-200, 1.487 MI SW OF I-75	368066 - SW 60TH AVE, 700 FT N OF SR-200	360317 - I-75, 0.23 MI N OF WILLIAMS RD/SW 66TH ST	367033 - SW-40 ST, 0.095 MI. E OF SW 46 AV.
2020	36,366	15,300	87,118	7,400
2021	39,595	15,700	102,985	7,600
2022	40,837	15,700	105,000	8,200
2023	42,733	16,900	106,000	8,600
2024	44,005	17,500	110,000	8,900
2025	46,343	17,700	112,000	9,900
Annual Growth	3.99%	1.97%	2.18%	3.08%
Weighted Average				2.49%
Proposed Annual Growth Rate				**2.49%**

Table 6: 2030 Roadway Analysis

Roadway	Limits	No. of Lanes	Func. Class	PkHr Pk Dir Capacity	2030 - Background PkHr Pk Dir Vol	Project Volume	2030 - PkHr Pk Dir Vol	V/C	Deficient
SR 200	SW 50th Ct to I-75	6	Arterial	2,814	2,703	30	2,703	0.97	No
	I-75 to SW 32nd Ave	6	Arterial	2,814	2,381	12	2,381	0.86	No
SW 60th Ave	SW 50th Ct to I-75	4	Arterial	1,800	1,005	18	1,005	0.58	No
	I-75 to SW 32nd Ave	4	Arterial	1,800	1,022	11	1,022	0.58	No

Table 7: 2050 Roadway Analysis

Roadway	Limits	No. of Lanes	Func. Class	PkHr Pk Dir Capacity	2050 - Background PkHr Pk Dir Vol	Project Volume	2050 - PkHr Pk Dir Vol	V/C	Deficient
SR 200	SW 50th Ct to I-75	6	Arterial	2,814	3,136	30	3,166	1.13	Yes
	I-75 to SW 32nd Ave	6	Arterial	2,814	2,763	12	2,763	0.98	No
SW 60th Ave	SW 50th Ct to I-75	4	Arterial	1,800	1,166	18	1,166	0.65	No
	I-75 to SW 32nd Ave	4	Arterial	1,800	1,185	11	1,185	0.66	No

Based on the analysis, the horizon-year traffic demand is projected to exceed the available roadway capacity along SR 200 between SW 50th Court and I-75. However, the identified deficiencies are due to background traffic growth rather than project-generated traffic. Therefore, the project is not expected to create or substantially contribute to the projected capacity deficiencies along this corridor segment. Planned future capacity improvements along the corridor are expected to accommodate the project's traffic impacts.

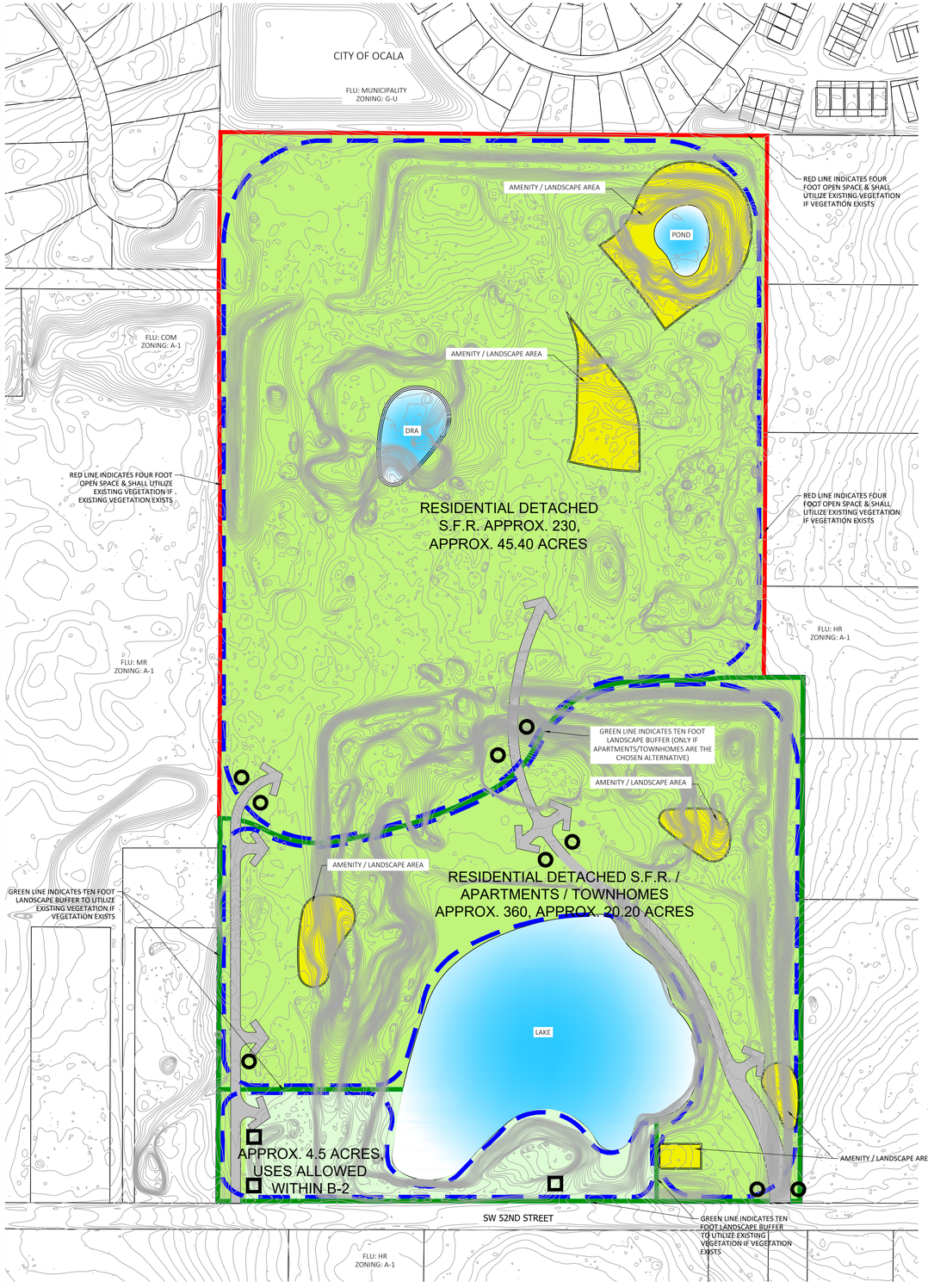
Summary

The purpose of this memorandum is to conduct a traffic analysis for the proposed FLU amendment and rezoning of property located on north side of SW 52nd Street, east of SW 60th Avenue on approximately 82.1 acres in Ocala, Florida. Trip generation analysis was carried out for the existing and proposed future land use on the project site. Based on the trip generation analysis, proposed future land use is expected to generate higher daily and peak-hour trips than the existing future land use designation, resulting in increased traffic demand on the surrounding roadway network.

To evaluate these impacts, roadway analyses were conducted for the 2030 and 2050 analysis years. Roadway segments meeting the 3 percent significance threshold were evaluated using projected background traffic volumes developed from 2025 AADT data, historic traffic growth trends, and BEBR population projections.

Based on the analysis, most roadway segments are expected to continue operating within their capacities under both analysis years. However, for the horizon year (2050), traffic demand is projected to exceed the available capacity along SR 200 between SW 50th Court and I-75. This is due to the background traffic growth rather than project-generated traffic. Therefore, the proposed future land use is not expected to create or substantially contribute to the identified roadway deficiency, and the project traffic is anticipated to be accommodated within the planned capacity improvements that would address background deficiencies.

Appendix A: Site Plan



SITE DATA TABLE

OWNER/DEVELOPER:
OCALA 52 PARTNERS, LLC.
PO BOX 8388
FLEMING ISLAND, FL 32006-0011
PH: (904) 509-2255

PARCEL: 23835-000-00

PROJECT AREA:
TOTAL = 82.10 ± AC.

LAND USE & ZONING:
EXISTING FUTURE LAND USE: HR (COUNTY)
EXISTING ZONING: A-1 (COUNTY)
PROPOSED FUTURE LAND USE: LOW INTENSITY
PROPOSED ZONING: PD (CITY)

REQUIRED:

OPEN SPACE	20.52 ± AC. (25% of 82.10 Ac)
AGGREGATE OPEN SPACE:	2.05 ± AC. (10% of 20.52 Ac)

PROPOSED:

OPEN SPACE:	30.74 ± AC.
AGGREGATE OPEN SPACE:	2.87 ± AC.
BUFFERS:	1.73 ± AC.
TOTAL AS SHOWN:	35.34 ± AC. (43% of 82.10 Ac)

DENSITY:

RESIDENTIAL (77.60 AC) - MINIMUM DENSITY REQUIRED:	232 UNITS 3 UNITS / ACRE
RESIDENTIAL (77.60 AC) - MAXIMUM DENSITY ALLOWED:	1,396 UNITS 18 UNITS / ACRE

PROPOSED NOT TO EXCEED 590 UNITS TOTAL

COMMERCIAL AREA (APPROX. 4.50 AC): LIMITED TO B-2 USES AND DEVELOPMENT STANDARDS. (FAR NOT TO EXCEED 0.75 AND SQUARE FOOTAGE NOT TO EXCEED 147,000 SF.)

NOTES:

1. ALL RIGHT-OF-WAY RADII AT INTERSECTIONS TO BE 25'.
2. PRIVATE ROAD STATUS WITH 40' - 80' RIGHT-OF-WAY WIDTH TOGETHER WITH 10' UTILITY EASEMENT.
3. ALL LOTS IN THIS SUBDIVISION WILL BE SERVED BY CENTRAL WATER AND SEWER.
4. ALL LOTS/TRACTS IN THIS SUBDIVISION SHALL USE THE INTERNAL SUBDIVISION ROADWAYS FOR DRIVEWAY/VEHICLE ACCESS.
5. ALL CONSTRUCTION COVERED BY THESE PLANS SHALL COMPLY WITH THE MATERIAL REQUIREMENTS AND QUALITY CONTROL STANDARDS CONTAINED IN THE CITY OF OCALA LAND DEVELOPMENT CODE.
6. HOME OWNERS ASSOCIATION IS RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF BOTH NEW AND REPLACEMENT QUADRANT STREET SIGNS.
7. WATER/ SEWER UTILITIES PROVIDED BY THE CITY OF OCALA UTILITIES DEPARTMENT.
8. H.O.A. IS RESPONSIBLE FOR THE STORM WATER MAINTENANCE.
9. ACCESSORY STRUCTURES SHALL CONFORM TO THE BUILDING SETBACKS AS ALLOWED IN RESIDENTIAL ZONING.
10. ADDITIONAL PERMITS WILL BE REQUIRED FOR SIGNAGE, WHICH MAYBE LOCATED IN BUFFER EASEMENT.
11. PROPOSED TO BE ANNEXED INTO THE CITY OF OCALA.

GENERAL NOTES:

1. THE PROJECT MAY BE DEVELOPED IN MULTIPLE PHASES, AT THE DISCRETION OF THE DEVELOPER. THE DEVELOPER SHALL NOTIFY THE CITY OF PROPOSED PHASING CHANGES AT THE TIME OF SITE PLAN SUBMITTAL(S). EACH PHASE MAY INCLUDE TEMPORARY SUPPORT TRAILERS (INCLUDING BUT NOT LIMITED TO SALES, CONSTRUCTION, DEVELOPMENT AND REAL ESTATE OFFICES) WHICH WILL BE REMOVED UPON COMPLETION OF WORK IN EACH APPLICABLE PHASE. INFRASTRUCTURE NECESSARY TO SUPPORT EACH PHASE OF THE PROJECT SHALL BE CONSTRUCTED CONCURRENTLY WITH THAT PHASE AS A CONDITION OF PLATTING AND/OR SITE PLAN APPROVAL.
2. ALL BUFFERS SHALL ADHERE TO THE CITY OF OCALA LDC STANDARDS FOR ADJOINING USES ON THE EXTERIOR OF THE P.U.D. BOUNDARIES EXCEPT AS OTHERWISE DEFINED WITHIN THE SUBMITTED DOCUMENTS. NO INTERNAL BUFFER SHALL BE REQUIRED AND LEFT UP TO THE DISCRETION OF THE DEVELOPER.
3. APPLICANT RESERVES THE ABILITY TO REARRANGE OR MODIFY LOCATION OF HOUSING UNIT TYPES PRIOR TO APPROVAL OF FINAL MASTER PLAN. PROVISIONS FOR ADEQUATE BUFFERS WILL BE PROVIDED.
4. THIS PROJECT MAY BE PLATTED AS FEE-SIMPLE LOTS.
5. THIS PROJECT IS ENTIRELY WITHIN FLOOD ZONE X AND AE BASED ON FEMA MAP 12083C0514E.
6. PROPERTY LOCATED IN SECONDARY SPRINGS PROTECTION ZONE.
7. LANDSCAPE PLANS (TREE PRESERVATION & MITIGATION) WILL BE CONTEMPLATED IN THE IMPROVEMENT PLAN STAGE OF THIS DEVELOPMENT

DEVELOPMENT NOTES

1. ROADS, DETENTION AREAS, AND COMMON AREAS WILL BE CONSTRUCTED BY THE DEVELOPER AND WILL BE EVENTUALLY MAINTAINED BY DECLARANT HOA/POA .

ARCHITECTURAL STYLE

NOTES: FACADE COLORS SHALL BE LOW REFLECTANCE, SUBTLE, OR NEUTRAL TONE COLORS. BUILDING TRIM AND ACCENT AREAS MAY FEATURE BRIGHTER COLORS, INCLUDING PRIMARY COLORS.

APARTMENTS TYPICAL SETBACKS

APARTMENTS MINIMUM BUILDING SETBACKS:

BUILDING SEPARATION -	30' MIN.
BUILDING SETBACK FROM E.O.P. -	15' MIN.
BUILDING HEIGHT-	50' MAX.
BUILDING SETBACK FROM PERIMETER -	25' MIN.

INGRESS/EGRESS EASEMENT - 30' + 10' UTILITY EASEMENT TWO SIDES

COMMERCIAL:

DEVELOPMENT TO OCCUR AS COMPLIANT TO B-2 / B-2 A DEVELOPMENT STANDARDS.

SIGN LOCATIONS:

- COMMERCIAL SIGN
- RESIDENTIAL SIGN

*SIGN LOCATIONS ARE PRELIMINARY AND ARE SUBJECT TO CHANGE

N

0' 150' 300'

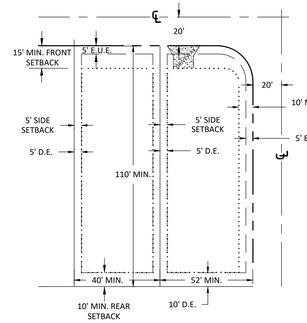
SCALE IN FEET
1" = 150'



VICINITY MAP
SCALE: 1" = 2000'

AM AND PM PEAK HOUR TRIPS

ITE 210 (230 UNITS):	AM = 168 TRIPS PM = 226 TRIPS
ITE 221 (360 UNITS):	AM = 120 TRIPS PM = 152 TRIPS
ITE 820 (100,000 SF):	AM = 202 TRIPS PM = 543 TRIPS
ITE 931 (47,000 SF):	AM = 34 TRIPS PM = 367 TRIPS

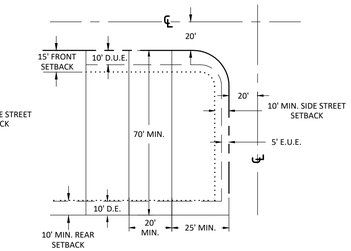


S.F.R. TYPICAL LOT DETAIL

N.T.S

S.F.R. MINIMUM BUILDING LOT LINE SETBACKS:

FRONT -	15' MIN.
REAR -	10' MIN. (5') ACCESSORY
SIDE -	5' MIN. (5') ACCESSORY
SIDE STREET -	10' MIN. (5') ACCESSORY
BUILDING HEIGHT -	35' MAX.



TOWNHOMES TYPICAL LOT DETAIL

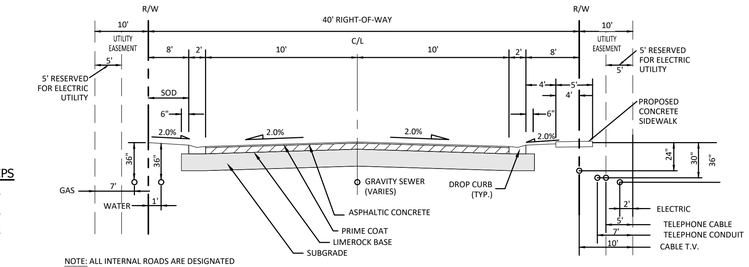
N.T.S

TOWNHOMES MINIMUM BUILDING LOT LINE SETBACKS:

FRONT -	15' MIN.
REAR -	10' MIN. (5') ACCESSORY
SIDE -	0'
SIDE STREET -	10'
BUILDING HEIGHT -	35' MAX.

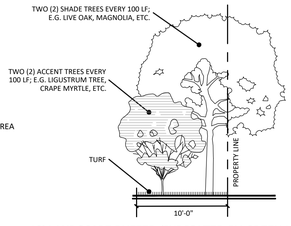
TOWNHOMES MINIMUM BUILDING PROPERTY LINE SETBACKS:

FRONT -	15' MIN.
REAR -	10' MIN. (5') ACCESSORY
SIDE -	10' MIN.
SIDE STREET -	10'
BUILDING HEIGHT -	35' MAX.



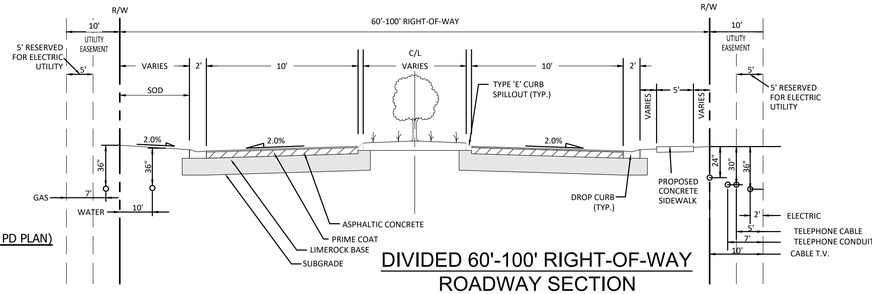
NOTE: ALL INTERNAL ROADS ARE DESIGNATED LOCAL, PRIVATE

40' PRIVATE LOCAL RIGHT-OF-WAY ROADWAY SECTION



10' LANDSCAPE BUFFER (INDICATED BY GREEN LINE ON PD PLAN)

BUFFER SHALL CONSIST OF A 10-FOOT WIDE LANDSCAPE STRIP WITHOUT BUFFER WALL. THE BUFFER SHALL CONTAIN AT LEAST TWO (2) SHADE TREES AND TWO (2) ACCENT/ORNAMENTAL TREES FOR EVERY 100 LINEAL FEET OR FRACTIONAL PART THEREOF.



NOTE: ALL INTERNAL ROADS ARE DESIGNATED LOCAL, PRIVATE

DIVIDED 60'-100' RIGHT-OF-WAY ROADWAY SECTION

N.T.S

Tillman & Associates
ENGINEERING, LLC.
CIVIL ENGINEERING - PLANNING - LANDSCAPE ARCHITECTURE - ENVIRONMENTAL
1720 SE 16th Ave. Bldg 100, Ocala, FL 34471
Office: (352) 387-4540 Fax: (352) 387-4545

REVISIONS

DATE

OCALA 52 PARTNERS
CITY OF OCALA, FLORIDA

BUBBLE DIAGRAM

DATE 01/20/2026
DRAWN BY SM
CHKD. BY JH
JOB NO. 25-0119

SHT. 1

NOT VALID UNLESS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER

Appendix B: Internal Capture

NCHRP 684 Internal Trip Capture Estimation Tool			
Project Name:	Ocala 52 FLUA	**Organization:**	Kittelson
Project Location:	Ocala	**Performed By:**	Arya Arun Nair
Scenario Description:	FLUA Internal Capture	**Date:**	7/7/2026
Analysis Year:		**Checked By:**	
Analysis Period:	**AM Street Peak Hour**	**Date:**	

Table 1-A: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate)

Land Use	Development Data (*For Information Only*)			Estimated Vehicle-Trips[3]		
	ITE LUCs[1]	Quantity	Units	Total	Entering	Exiting
Office				0		
Retail	820	100	KSF	88	55	33
Restaurant	931	47	KSF	19	10	9
Cinema/Entertainment				0		
Residential	210/221	590	DU	303	76	227
Hotel				0		
All Other Land Uses[2]				0		
				410	141	269

Table 2-A: Mode Split and Vehicle Occupancy Estimates

Land Use	Entering Trips			Exiting Trips		
	Veh. Occ.[4]	% Transit	% Non-Motorized	Veh. Occ.[4]	% Transit	% Non-Motorized
Office	1.05	0%	0%	1.05	0%	0%
Retail	1.20	0%	0%	1.20	0%	0%
Restaurant	2.20	0%	0%	2.20	0%	0%
Cinema/Entertainment	2.20	0%	0%	2.20	0%	0%
Residential	1.10	0%	0%	1.10	0%	0%
Hotel	1.50	0%	0%	1.50	0%	0%
All Other Land Uses[2]						

Table 3-A: Average Land Use Interchange Distances (Feet Walking Distance)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						

Table 4-A: Internal Person-Trip Origin-Destination Matrix*

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	0		5	0	2	0
Restaurant	0	3		0	1	0
Cinema/Entertainment	0	0	0		0	0
Residential	0	3	4	0		0
Hotel	0	0	0	0	0	

Table 5-A: Computations Summary

	Total	Entering	Exiting
All Person-Trips	482	172	310
Internal Capture Percentage	7%	10%	6%
External Vehicle-Trips[5]	386	130	256
External Transit-Trips[6]	0	0	0
External Non-Motorized Trips[6]	0	0	0

Table 6-A: Internal Trip Capture Percentages by Land Use

Land Use	Entering Trips	Exiting Trips
Office	N/A	N/A
Retail	9%	18%
Restaurant	41%	20%
Cinema/Entertainment	N/A	N/A
Residential	4%	3%
Hotel	N/A	N/A

[1]Land Use Codes (LUCs) from *Trip Generation Manual*, published by the Institute of Transportation Engineers.

[2]Total estimate for all other land uses at mixed-use development site is not subject to internal trip capture computations in this estimator.

[3]Enter trips assuming no transit or non-motorized trips (as assumed in ITE *Trip Generation Manual*).

[4]Enter vehicle occupancy assumed in Table 1-A vehicle trips. If vehicle occupancy changes for proposed mixed-use project, manual adjustments must be made to Tables 5-A, 9-A (O and D). Enter transit, non-motorized percentages that will result with proposed mixed-use project complete.

[5]Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-A.

[6]Person-Trips

*Indicates computation that has been rounded to the nearest whole number.

Estimation Tool Developed by the Texas A&M Transportation Institute - Version 2013.1

NCHRP 684 Internal Trip Capture Estimation Tool			
Project Name:	Ocala 52 FLUA	**Organization:**	Kittelson
Project Location:	Ocala	**Performed By:**	Arya Arun Nair
Scenario Description:	FLUA Internal Capture	**Date:**	7/7/2026
Analysis Year:		**Checked By:**	
Analysis Period:	**PM Street Peak Hour**	**Date:**	

Table 1-P: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate)

Land Use	Development Data (*For Information Only*)			Estimated Vehicle-Trips[3]		
	ITE LUCs[1]	Quantity	Units	Total	Entering	Exiting
Office				0		
Retail	820	100	KSF	326	160	166
Restaurant	931	47	KSF	381	263	118
Cinema/Entertainment				0		
Residential	210/221	590	DU	340	213	127
Hotel				0		
All Other Land Uses[2]				0		
				1,047	636	411

Table 2-P: Mode Split and Vehicle Occupancy Estimates

Land Use	Entering Trips			Exiting Trips		
	Veh. Occ.[4]	% Transit	% Non-Motorized	Veh. Occ.[4]	% Transit	% Non-Motorized
Office	1.05	0%	0%	1.05	0%	0%
Retail	1.20	0%	0%	1.20	0%	0%
Restaurant	2.20	0%	0%	2.20	0%	0%
Cinema/Entertainment	2.20	0%	0%	2.20	0%	0%
Residential	1.10	0%	0%	1.10	0%	0%
Hotel	1.50	0%	0%	1.50	0%	0%
All Other Land Uses[2]						

Table 3-P: Average Land Use Interchange Distances (Feet Walking Distance)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						

Table 4-P: Internal Person-Trip Origin-Destination Matrix*

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	0		58	0	52	0
Restaurant	0	96		0	37	0
Cinema/Entertainment	0	0	0		0	0
Residential	0	19	29	0		0
Hotel	0	0	0	0	0	

Table 5-P: Computations Summary

	Total	Entering	Exiting
All Person-Trips	1,604	1,005	599
Internal Capture Percentage	36%	29%	49%
External Vehicle-Trips[5]	636	420	216
External Transit-Trips[6]	0	0	0
External Non-Motorized Trips[6]	0	0	0

Table 6-P: Internal Trip Capture Percentages by Land Use

Land Use	Entering Trips	Exiting Trips
Office	N/A	N/A
Retail	60%	55%
Restaurant	15%	51%
Cinema/Entertainment	N/A	N/A
Residential	38%	34%
Hotel	N/A	N/A

[1]Land Use Codes (LUCs) from *Trip Generation Manual*, published by the Institute of Transportation Engineers.

[2]Total estimate for all other land uses at mixed-use development site is not subject to internal trip capture computations in this estimator.

[3]Enter trips assuming no transit or non-motorized trips (as assumed in ITE *Trip Generation Manual*).

[4]Enter vehicle occupancy assumed in Table 1-P vehicle trips. If vehicle occupancy changes for proposed mixed-use project, manual adjustments must be

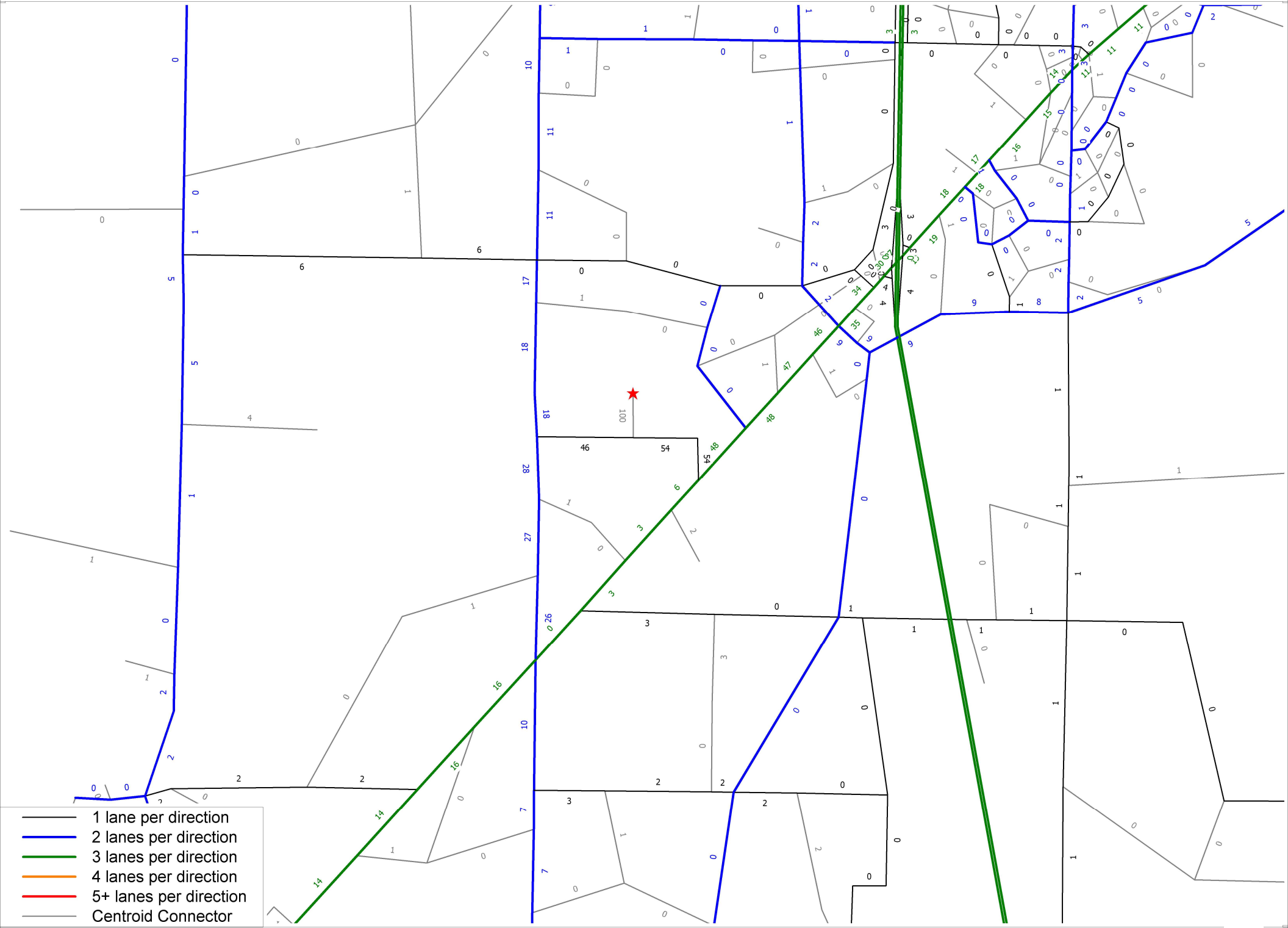
[5]Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-P.

[6]Person-Trips

*Indicates computation that has been rounded to the nearest whole number.

Estimation Tool Developed by the Texas A&M Transportation Institute - Version 2013.1

Appendix C: Trip Distribution



cube
(Licensed to Kittelson and Associates Inc)

June 3, 2026

James D. Stansbury
Florida Department of Commerce
Bureau of Community Planning and Growth
107 East Madison Street
Tallahassee, FL 32399-4120

RE: Proposed Large-Scale Future Land Use Map Amendment Transmittal Packet
Case No. LUC26-0001 Ocala 52 Partners, LLC

Dear Mr. Stansbury,

Enclosed is the Proposed Large-Scale Future Land Use Map Amendment Transmittal Package for City of Ocala land use change Case No. LUC26-0001. Please note the following required information:

- The Planning & Zoning Commission, sitting as the local planning agency, held a public hearing on May 26, 2026. City Council held a public hearing on June 2, 2026, and voted to transmit the proposed amendment to the Department of Commerce (FLCommerce).
- A copy of the complete proposed amendment package including supporting data and analysis was sent to the following agencies on June 3, 2026:
    1. East Central Florida Regional Planning Council
    2. St. Johns Rivers Water Management District
    3. Department of Environmental Protection
    4. Department of State
    5. Department of Transportation, District Five
    6. Department of Education
    7. Marion County Growth Services Department
- Following is a summary of the proposed amendment that is being submitted under the expedited state review process:

  LUC26-0001: The petitioner is requesting to change the future land use map designation for the subject property (Parcel 23835-000-00, located at 5575 SW 52nd Street) from High Residential (Marion County) to Low Intensity (City).

  The petitioner is requesting annexation into City Limits in order to connect to City utilities and services. A land use amendment is necessary upon annexation.
- Adoption of the amendment is anticipated to occur in July 2026.
- The amendment is not applicable to an area of critical state concern.

- Contact person is:

Endira Madraveren, AICP
Chief Planning Official
Growth Management Department
201 SE 3rd Street, Second Floor
Ocala, Florida 34471
Phone: (352) 629-8440
Email: emadraveren@ocalafl.gov

Please contact me with any questions. Thank you.

Sincerely,

Endira Madraveren

Endira Madraveren, AICP
Chief Planning Official
Growth Management Department
City of Ocala

Enclosure(s): Exhibit A – Proposed Ordinance
Exhibit B – Staff Recommendation
Exhibit C – Maps
Exhibit D – May 26, 2026 Planning & Zoning Commission Minutes
Exhibit E – June 2, 2026 City Council Meeting Synopsis

Cc: East Central Florida Regional Planning Council
St. Johns River Water Management District
Southwest Florida Water Management District
Department of Environmental Protection
Department of State
Department of Transportation, District Five
Department of Education
Marion County Growth Services Department

EXHIBIT A

PROPOSED ORDINANCE

ORDINANCE 2026-18

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP SERIES OF THE CITY OF OCALA, FLORIDA, COMPREHENSIVE PLAN AS REQUIRED IN SECTION 163.3161 THROUGH AND INCLUDING SECTION 163.3248, FLORIDA STATUTES; DETAILING THE FUTURE LAND USE CHANGE (CASE NO. LUC26-0001) INVOLVED AND TO AMEND THE FUTURE LAND USE MAP SERIES FROM HIGH RESIDENTIAL (COUNTY) TO LOW INTENSITY (CITY) FOR PROPERTY LOCATED AT 5575 SW 52ND STREET (PARCEL NUMBER 23835-000-00), APPROXIMATELY 82.40 ACRES; PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida adopted the Local Government Comprehensive Planning and Land Development Regulation Act of 1985, as contained in Section 163.3161 through and including Section 163.3248, Florida Statutes, which required the City of Ocala, Florida, to prepare and adopt a comprehensive plan in accordance with the requirements of the said act; and

WHEREAS, the City of Ocala has prepared a comprehensive plan which meets the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985; and

WHEREAS, the City of Ocala on October 22, 1991, adopted this plan including a Future Land Use Element consisting of a land use map series; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act of 1985 provides for the amendment of an adopted plan or element or portion thereof; and

WHEREAS, on October 19, 2010, City Council adopted the Ocala 2035 Vision; and

WHEREAS, one of the strategies of the Ocala 2035 Vision was to initiate Comprehensive Plan Amendments (adopted on January 22, 2013) to be consistent with the Ocala 2035 Vision.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF OCALA, FLORIDA, in regular session, as follows:

Section 1. The City of Ocala Comprehensive Plan, Future Land Use Element and Map Series is hereby amended as required by the Florida Local Government Comprehensive Planning and Land Development Regulation Act of 1985 contained in Section 163.3161 through and including Section 163.3248, Florida Statutes and pursuant to Section 106-38 of the Code of Ordinances, City of Ocala, Florida. The lands described below are hereby reclassified according

to the City of Ocala Comprehensive Plan, Future Land Use Element as Public and the attached land use map is incorporated by reference into this ordinance:

THE NE ¼ OF THE SW ¼ AND THE SE ¼ OF THE SW ¼ OF SECTION 33, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. EXCEPT THE SOUTH 30 FEET FOR ROAD RIGHT-OF-WAY.

AND

THE WEST 1.5 CHAINS OF THE SW ¼ OF SE ¼ OF SECTION 33, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.

BEING 82.40 ACRES, MORE OR LESS.

Section 2. Direction to Staff. The City Council of the City of Ocala, Florida directs staff to take any and all steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 3. Repealing Inconsistent and/or Conflicting Provisions. The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures, and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 4. Severability of Ordinance Provisions. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 5. Modifications Arising from Consideration at a Public Hearing. It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 6. Direction to the Codifier. It is the intention of the City Council of the City of Ocala, Florida that (1) the Future Land Use Map of the City of Ocala is hereby amended to reflect the change in land use from Commercial (County) to Public (City) as to lands described in Section 1 of this ordinance; (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization

of the City Manager or their designee and without the need for additional public hearings or consideration by City Council.

Section 7. This ordinance shall become effective upon approval by the mayor, or upon becoming law without such approval.

Section 8. The effective date of this small-scale development amendment shall be 31 days after adoption, unless the amendment is challenged pursuant to Section 163.3187(5), F.S. If challenged, the effective date of the amendment shall be the date a final order is issued by the state land planning agency, or the Administration Commission, finding the amendment in compliance with Section 163.3184, F.S. No development orders, development permits or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency, 107 East Madison Street, MSC 160, Tallahassee, Florida 32399-6545.

ATTEST:

By: _____
Angel B. Jacobs
City Clerk

CITY OF OCALA

By: _____
Ire Bethea, Sr.
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2026.

By: _____
Ben Marciano
Mayor

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No: 2026-18
Introduced: 6/2/2026
Adopted: Click or tap to enter a date.
Legal Ad No: Click or tap here to enter text.

EXHIBIT B

STAFF RECOMMENDATION

Staff Report

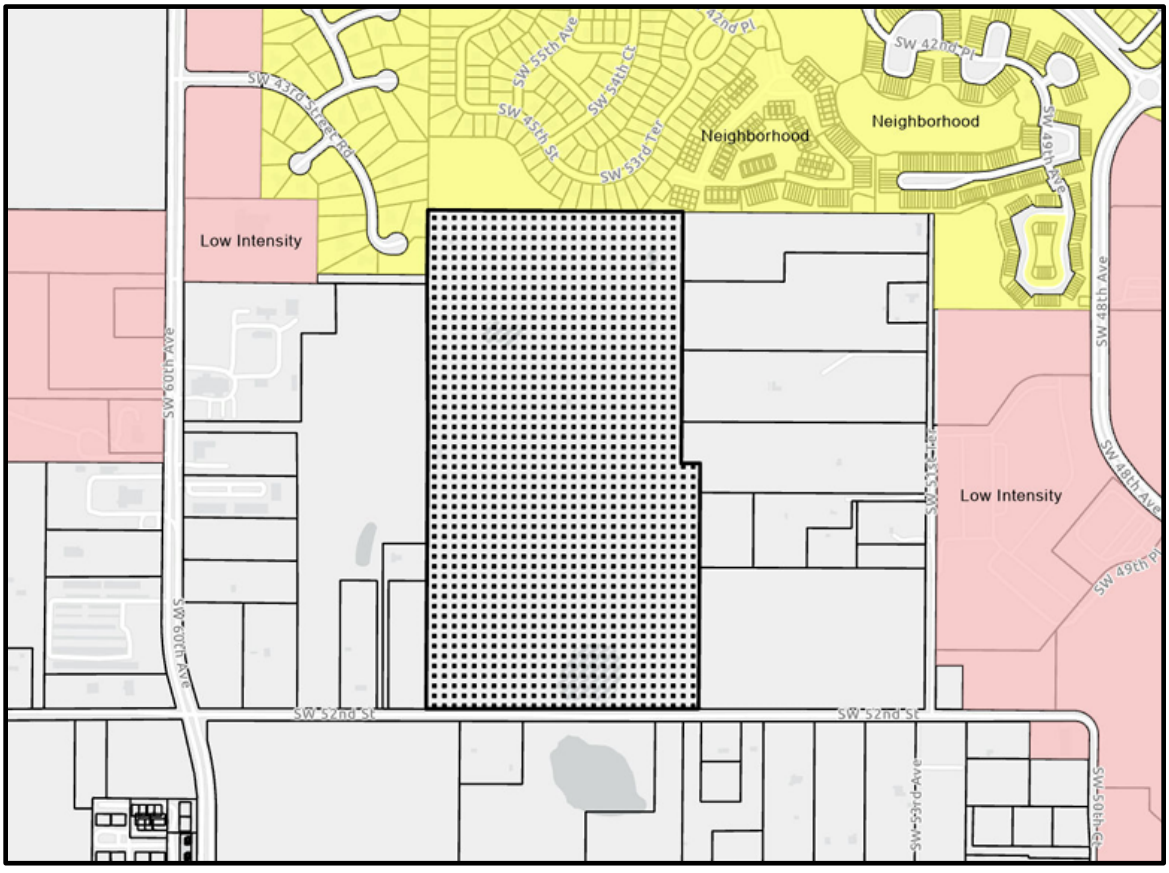
Case No. LUC26-0001
Planning & Zoning Commission: May 26, 2026
City Council (1st Reading): June 2, 2026
City Council (Adoption): August 4, 2026

Applicant:	Ocala 52 Partners, LLC
Property Owner:	Ocala 52 Partners, LLC
Project Planner:	David Sablan, Planner II
Applicant Request:	Land use change from High Residential (County) to Low Intensity (City)

Parcel Information

Acres:	±82.40 acres
Parcel(s)#:	23835-000-00
Location:	5575 SW 52nd Street
Existing use:	Undeveloped (formerly used for mining)
Future Land Use Designation:	High Residential (County)
Zoning Designation:	A-1, General Agriculture (County)
Special District(s)/Plan(s):	N/A
Approved Agreement(s):	N/A

Figure 1. Case Map



Section 1 - Applicant Request

The applicant is requesting a future land use amendment to change the land use category for the subject property from High Residential (County) to Low Intensity (City) (LUC26-0001). The petitioner has submitted two concurrent petitions:

- Annexation into the city to provide for the future development of the site and connection to available city utilities.
- Rezoning to change the zoning from A-1, General Agriculture (County) to PD, Planned Development, with single-family residential (SFR), multi-family residential (MFR), and commercial land uses, and development standards (PD26-0001).

The agent, Tillman & Associates Engineering, LLC, is representing the applicant in this request.

Section 2 - Background Information

The subject property, identified as Parcel 23835-000-00, contains an approximate 82.40 acres and is generally located within the 5500 block of SW 52nd Street. The subject properties are currently within the jurisdiction of Marion County and share its northern border with the existing Fore Ranch Planned Unit Development and the existing Hunt Club at Fox Point neighborhood, both of which are located within City of Ocala jurisdiction. The current Marion County designations of the properties are:

.

Future Land Use:	High Residential land use (County), a maximum of 8 dwelling units per acre.
Zoning:	A-1, General Agriculture (County). The County code of ordinances indicates the intent of the A-1 district is to preserve agriculture as the primary use. This zoning classification in the Urban Area may be used for agriculture until it is rezoned to another permitted classification.

It is noted that the applicant acquired the subject property in July 2024.

Marion County Property Appraiser records (Book 2024, Page 1930) indicate that an agreement was entered into between G.W. O'Neal to White Construction Company, Inc. in April 1994 for exclusive mining rights of earth and minerals from the subject property. The agreement states that the property had been used for mining and removal of earth and minerals in the past, but no records are available to indicate the date of which this mining began. Staff believes mining operations began as early as the 1960s and continued until approximately 2022 based on available aerial imagery. Under Florida Statutes (F.S.) Chapter 378, the cessation of mining operations triggers land reclamation obligations to protect the public's health, safety, and welfare, the protection of the state's environment, and the subsequent beneficial use of the disturbed and reclaimed land. In October 2022, the Florida Department of Environmental Protection (FDEP) issued a Release of Reclamation Obligations in recognition of reclamation activities completed on the property.

Several small structures and a septic system currently exist on the property that will be required to be removed when the property is developed consistent with the conditions of annexation. At the southern end of the property there is a ±6.7-acre lake and a ±16,000 square foot pond at the northeasterly corner of the property. Both water bodies will be preserved and are integrated into the design of the PD.

Table 1: Adjacent Property Information:

Direction	Future Land Use	Zoning District	Current Use
North	Neighborhood (City)	PUD-04, Planned Unit Development (City)	Fore Ranch PUD (City)
East	High Residential (County)	A-1, General Agriculture (County)	Large lot SFR & Undeveloped (County)
South	High Residential (County)	A-1, General Agriculture (County)	Undeveloped (County)
West	Northwest (City) - Neighborhood West/southwest (County) -Medium Residential (County)	Northwest (City) - No Zoning West/southwest (County) - A-1, General Agriculture (County)	Northwest (City) - Hunt Club at Fox Point West/southwest (County) - Large lot SFR & Undeveloped

Table 2: Existing and Proposed Development Standards

	Future Land Use Category	Permitted Land Uses	Allowable Density	Allowable FAR
Existing (County)	High Residential	Residential – single-family and multi-family	4-8 du/ac	N/A
Proposed (City)	Low Intensity	Residential, office, commercial, public, recreation, institutional, light industrial, educational facilities	3 to 18 du/ac	Up to 0.75

Section 3 – Staff Analysis

Pursuant to Code of Ordinances Section 122-246, all annexed territory shall be subject to the land use change process to bring the land use into compliance with the City's comprehensive plan. The Case Map reflects adjacent, annexed properties designated to the north as Neighborhood Future Land Use and nearby properties to the east and west being designated as Low Intensity Future Land Use. As reflected in Table 2 above, the change in potential development intensity is as follows:

Marion County:	City of Ocala:
Minimum - 4 units per acre (329 units)	Minimum - 3 units per acre (247 units)
Maximum - 8 units per acre (659 units)	Maximum - 18 units per acre (1,483 units)

While it is not binding, it is noted that the concurrent zoning application for a PD zoning designation indicates a maximum of 590 dwelling units (7.16 units per acre), which is less than the maximum development potential as currently permitted with the County's future land use designation (659 units).

Consistency with Comprehensive Plan:

The requested future land use amendment is consistent with the following Objectives and Policies of the City of Ocala Future Land Use Element:

1. *Future Land Use Element Policy 6.3: Low Intensity. The intent of the Low Intensity land use classification is to identify areas that are generally oriented towards the automobile as the primary mode of transportation, with pedestrian circulation and activity being generally less than High Intensity/Central Core and Medium Intensity/Special District districts. Low Intensity may contain a single use. Mixed use development is encouraged. Permitted uses include office, commercial, public, recreation, institutional, educational facilities and residential. Light industrial shall only be allowable in designated locations as specified in the Land Development Code and must meet the intent of the Low Intensity category, including form and design guidelines as applicable. It is also the intent of this category to promote a walkable suburban form.*

   The form of buildings and development may be regulated for specified areas by a Form Based Code or Corridor Overlay. Buildings may have larger setbacks from the street and public right-of- way than other mixed-use districts, as depicted in Figure E. Buildings may have surface parking between the building and the street, though rear and side yard parking is encouraged for non- residential uses, as depicted in Figure F. Low Intensity areas may have large open space areas such as community and regional parks, trails, or surface stormwater management facilities designed as amenities.

   The minimum density and intensity in this future land use category is 3 dwelling units per gross acre or 0.00 FAR. The maximum density and intensity is 18 dwelling units per acre or 0.75 FAR.

   Increased density and intensity incentives may be approved for inclusion of workforce housing, green building and sustainable design standards, setting aside right-of-way for trails, employment-generating uses, exemplary urban design, or other benefits to the City as specified in the Land Development Code. The location and application of incentives shall be set forth in the Land Development Code.

   Staff Comment:

   - The combined density of all residential housing types is 7.16 units per acre, which is less than half of the potential maximum of 18 units per acre for the Low Intensity future land use category.
   - The form and building standards will be further defined with the subsequent Planned Development Rezoning currently in process.

2. *Future Land Use Element Policy 12.1. The City shall require that all development have adequate services and facilities including water, roads, sewage collection and treatment, stormwater drainage, recreation, and solid waste disposal, to the extent required by state law, other provisions of this Comprehensive Plan, or the City's Land Development Code.*

   Staff Comment: Additional development of the subject property will be required to connect to city utilities to ensure adequate public services for the development. Level of service and facility impact will be determined at the time of development.

3. *Future Land Use Element Policy 13.2: The City shall continue to enforce the provisions of the Land Development Code that requires new development to pay for its share of existing or planned capital facilities through an impact fee charge, mobility fee, or other appropriate means.*

   Staff Comment: Development of the site will require connection to city facilities that will include payment of appropriate connection, service, and impact fees.

Consistency with Land Development Regulations:

The requested future land use amendment is consistent with the following Sections of the City of Ocala Code of Ordinances:

Subsection 122-246 – Annexed territory:

(a) All territory which may be annexed to the city after the effective date of the ordinance from this section is derived shall be considered to be zoned in the zoning classification given it by the county zoning code; provided that if no such classification exists in the zoning ordinance of the city then the property shall be zoned within the city under that classification most closely corresponding to the existing county classification.

Staff Comment: The future land use category change is accompanied by an annexation request and a rezoning application (PD26-0001) to rezone the property from A-1, General Agriculture (Marion County) to PD, Planned Development (City). The proposed development program and permitted uses included in the proposed PD plan (single family residential, multi-family residential, and commercial), is consistent with the Low Intensity Future Land Use category and the existing Fore Ranch and Hunt Club at Fox Point neighborhoods.

(b) All annexed territory shall, at the earliest available date, be subject to the land use change process to bring the land use into compliance with the comprehensive plan. This process may result in a different land use designation and zoning classification.

Staff Comment: The annexation request is accompanied by a concurrent request to change the subject property future land use from High Residential (Marion County) to Low Intensity (City) (LUC26-0001). Final action on the annexation will be required prior to final action on the requested future land use amendment to ensure proper jurisdiction/authority for the action. Due to the property size (larger than 50 acres), it is necessary to transmit the land use change to the Florida Department of Commerce for an expedited state review, pursuant to F.S. 163.3184. Subsequent to review by state agencies, the concurrent request will provide a City of Ocala future land use designation for the subject properties, providing consistency with this requirement.

Section 4 - Level of Service (LOS) Analysis

A. Required Public Facilities (adopted LOS standards in the comprehensive plan):

For the consideration of annexation and future land use designation, the purpose of this analysis is to identify any potential issues with the city's ability to provide public services to the property to be annexed. However, it should be noted that the specific need for services will need to be further evaluated at the time of future development or connection to city services. Currently, the area is not served with City sanitary sewer service. The nearest connection point resides within the Fore Ranch development, adjacent to the subject property to the north. The comprehensive plan sanitary sewer sub element includes policy 2.7, requiring connection, unless the nearest available sewer connections is greater than one-eighth mile from the property. Sewer lines are not located within the right-of-way of SW 52nd Street and the connection point is not within one-eighth of a mile of the property. Consistent with the conditions of annexation, development of the subject property will require connection to all city facilities upon development of the property.

The following LOS information is provided to indicate available and remaining capacity for required public facilities (those facilities identified in the Comprehensive Plan, Capital Improvement Element Objective 1). As necessary, the analysis may utilize population per household estimates as established by the Florida Bureau of Economic and Business Research (BEBR). The most recent (2025) estimates

indicate an average population per household at 2.33 people for Marion County.

Transportation: The subject property has frontage along SW 52nd Street, which connects to SW 60th Avenue to the west. The congestion management data from the Ocala-Marion TPO for the affected roadway is provided below. Developments proposing to generate 100 or more peak hour trips are required to submit a traffic study as part of the site plan review. The concurrent PD Plan indicates that a maximum of 590 new dwelling units are proposed, a traffic study will be required during the site plan process.

Table 2: Congestion Management Data

Road/Street Names	Lanes	Speed Limit	Functional Classification	Adopted LOS	LOS Capacity	2023 AADT	Existing LOS
SW 60th Ave From: SR 200 To: SW 43rd St Rd	4	45	Arterial	E	35,820	18,300	C

Potable Water: The project is within the City's active service area and service is available. A City water main runs along SW 52nd Street in front of the property. Connections will be determined during the site plan or subdivision review and approval process.

- *Adopted Level of Service (LOS) Potable Water:* 300 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 167 gallons per capita daily (gpcd).
- *Available Capacity:* Capacity is available. The permitted capacity of the City's water system is 18 million gallons daily (mgd), currently 17 million gallons is consumed daily.

Sanitary Sewer: The project is within the City's active service area, however there are no existing sanitary sewer lines accessible from the adjacent SW 52nd Street right-of-way (ROW). The nearest existing publicly accessible sanitary sewer line is a force main line on SW 50th Ct, approximately 1,875 feet east of the eastern boundary of the project. The extension of City sanitary sewer lines and connections will be required upon development of the site during the site or subdivision review and approval process.

- *Adopted Level of Service (LOS) Sanitary Sewer: 250 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 80 gallons per capita daily (gpcd).*
- *Available Capacity: Capacity is available. The permitted capacity of Water Reclamation Facility #2 is 6.5 million gallons daily (mgd) and the permitted capacity of Water Reclamation Facility #3 is 4.0 million gallons daily (mgd). currently 6.3 million gallons is consumed daily.*

Parks and Recreation Facilities:

- *Adopted Level of Service (LOS) Solid Waste:* 4.6 developed park acres per 1,000 population for each Regional Park Service Area (RPSA).
- *Available Capacity:* Capacity is available. The City's 71,017 population requires 326.68 developed park acres. The city currently owns and maintains 635.7 developed park acres, pursuant to the Summer 2026 Activity Guide released by the Recreation and Parks Department.

Solid Waste: The subject property is located within the City's service area; refuse pickup will be determined during the site plan or subdivision review process.

- *Adopted Level of Service (LOS) Solid Waste: 3.54 pounds per capita per day for residential development.*

- *Available Capacity: Solid waste is transported to facilities outside of the City.*

Schools: The subject property is serviced by Saddlewood Elementary (operating at 96% capacity), Liberty Middle (operating at 93.34% capacity) and West Port High School (operating at 117.22% capacity). The concurrently submitted Planned Development Plan may generate up to 75 additional Elementary School-aged students, up to 30 additional Middle School-aged students, and up to 41 additional High School-aged students. The West Port High School is over capacity and will require payment of school concurrency fees, which will take place during the building permit stage prior to the issuance of a Certificate of Occupancy.

Table 3: Student Generation:

PD26-0001 Scenario					
School Level	**MFR Student Generation Rate**	**SFR Student Generation Rate**	**MFR Units 360**	**SFR Units 230**	**Total**
Elementary	0.137	0.107	50	25	**75**
Middle	0.055	0.043	20	10	**30**
High	0.066	0.071	24	17	**41**

Other Public Facilities:

Electric: The subject property is not in the Ocala Electric Utility service territory. The project will be serviced by Sumter Electric.

Internet: The subject property is not in an Ocala Fiber service area.

Stormwater: Due to the prior mining use, there are several low spots on the subject property within the AE FEMA Flood Zones. It is noted that, the concurrent PD Plan indicates that these areas will be incorporated into the amenity and drainage retention areas which service the property For any future development, runoff must be retained on-site to match pre-development conditions. Facilities must be designed to provide flood protection for a 100 year, 24-hour storm event.

Fire Service: Ocala Fire Rescue Station #6 is located approximately 0.33 miles from the subject property, at 5220 SW 50th Ct, which is within the desired industry standard of 1.5 miles for fire service.

Summary Staff Comments: *The location of the subject property in relation to existing nearby fire station and other city facilities will improve the efficiency of existing city fire facilities and other city services for any future development. Additionally having direct decision-making authority over future land use, zoning, and development will help the city ensure compatible and appropriate urban development. Further, the annexation and future development will promote the connection to city utilities, providing additional revenue to maintain public facilities.*

Section 5 - Staff Findings and Recommendation

- This requested Low Intensity future land use is the result of annexation of the subject property which requires a City future land use designation consistent with Section 122-246(b) of the Code of Ordinances and providing compliance with the Comprehensive Plan.
- The requested Low Intensity future land use change is consistent with the adjacent Neighborhood and Low Intensity future land use designations within the surrounding area.
- City utilities are available at this location, and no level of service issues have been identified for public facilities with the exception of sanitary sewer. No sanitary sewer connections exist withir

the adjacent right-of-way of SW 52nd Street and the nearest connection point for sanitary sewer is located north within the Fore Ranch development. Consistent with the conditions of annexation, connection to City public facilities will be required upon development of the property.

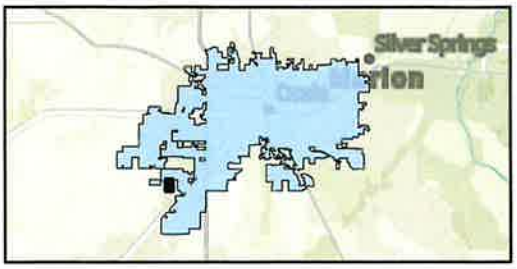
- The requested amendment to change the land use from a Marion County designation of High Residential to the City's Low Intensity future land use is consistent with the city's comprehensive plan and land development regulations.

Staff Recommendation: Approval of LUC26-0001

EXHIBIT C

MAPS

Proposed Map Amendment

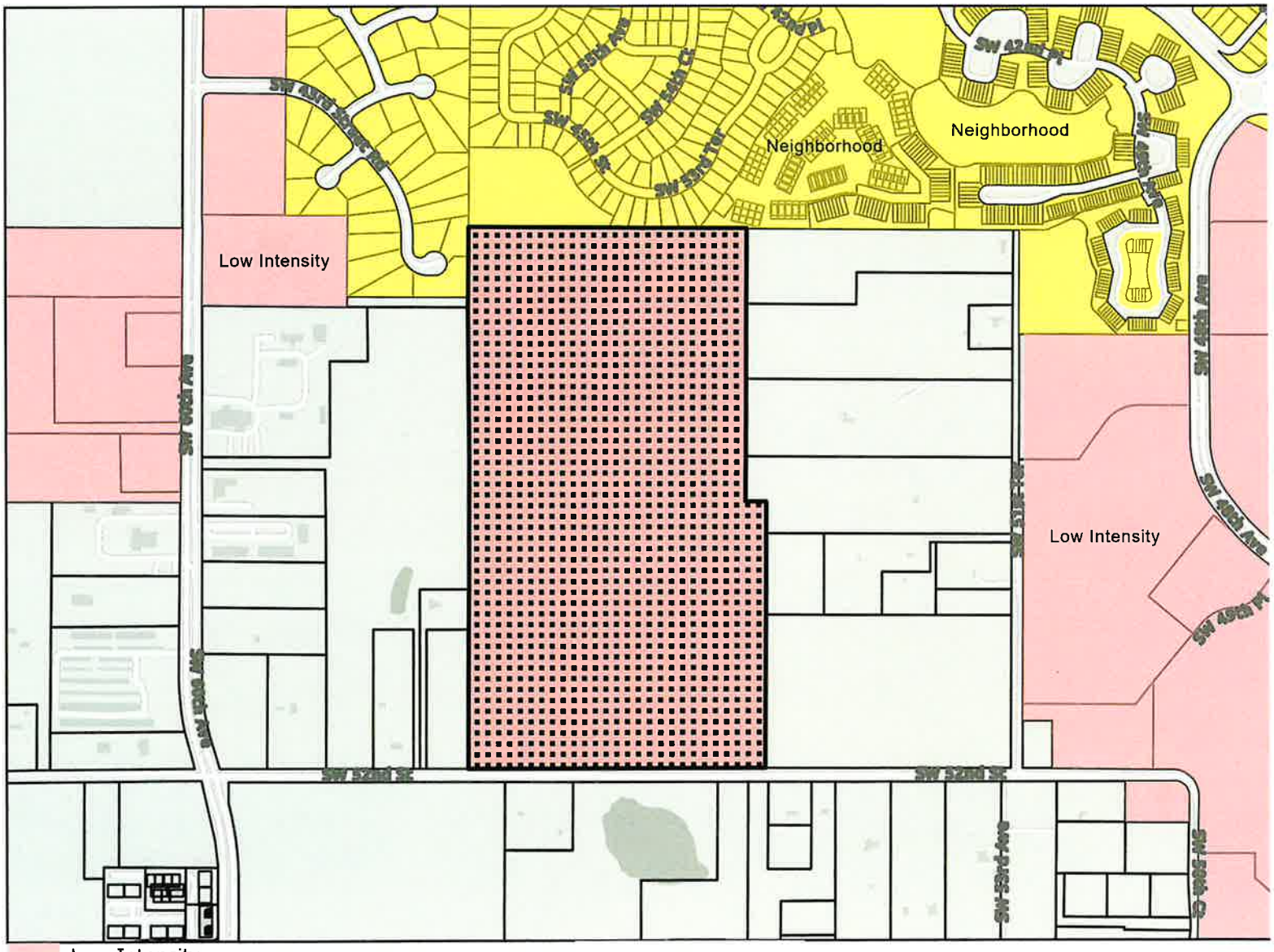


Case Number: LUC26-0001

Parcel: 23835-000-00

Property Size: Approximately 82.4 Acres
Land Use Designation: County High Residential
Zoning: County A-1, General Agriculture

Proposal: A request to change to Low Intensity Future Land Use



Low Intensity
Neighborhood
Parcels
Subject Property

0 500 1,000 2,000 Feet

N

OCALA

This information is provided as a visual representation only and is not intended to be used as a legal or official representation of legal boundaries. All GIS data which is provided by the City of Ocala should be considered a generalized spatial representation which may be subject to revisions. The feature boundaries are not to be used to

Prepared by the City of Ocala Growth Management Dep

EXHIBIT D

PLANNING COMMISSION MINUTES

Ocala

Planning & Zoning Commission

Minutes

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Tuesday, May 26, 2026 **5:30 PM**

1. Call to Order

   a. Pledge of Allegiance

   b. Roll Call for Determination of a Quorum

Present	Tamboura Jenkins, Daniel London, Kevin Lopez, Justin MacDonald, Tucker Branson, Elgin Carelock, and Thaddius Neasman
Excused	Allison Campbell

   c. Agenda Notes:

   Cases heard by the Planning and Zoning Commission will be presented to City Council in accordance with the schedule provided after each case in the agenda. Please note that the City Council meetings will begin at 4:00 p.m.

2. Proof of Publication

   It was acknowledged that a Public Meeting Notice was posted at City Hall (110 SE Watula Avenue, Ocala, Florida 34471) and published in the Ocala Gazette May 15, 2026.

   a. P&Z Ad Proof

   Attachments: P&Z Draft Ad 05262026 PROOF

3. Approval of Minutes

   a. March 9, 2026 Final Meeting Minutes

Attachments:	March 9, 2026 Final Meeting Minutes
RESULT:	APPROVED
MOVER:	Daniel London
SECONDER:	Tamboura Jenkins
AYE:	Jenkins, London, Lopez, Branson, Carelock, and Neasman
AWAY:	MacDonald

   b. May 11, 2026 Final Meeting Minutes

Attachments:	May 11, 2026 Final Meeting Minutes
RESULT:	APPROVED
MOVER:	Daniel London
SECONDER:	Kevin Lopez
AYE:	Jenkins, London, Lopez, Branson, Carelock, and Neasman

AWAY: MacDonald

4. Annexation

a. Ordinance to annex approximately 82.40 acres for property located at 5575 SW 52nd Street (Parcel 23835-000-00) (Case ANX26-0001) (Quasi-Judicial).

Attachments: ANX26-0001 Staff Report
ANX26_0001_Aerial Revised
ANX26_0001_Case Revised

Planner II, David Sablan, displayed maps and various photos of the property and adjacent properties while providing staff comments and findings of fact for ANX26-0001.

Mr. Neasman asked about the proposed residential density. David responded the Low Intensity Future Land Use designation allows between 3 and 18 dwelling units per acre. He explained the Planned Development proposed for consideration in June includes approximately 590 dwelling units on 82 acres, resulting in a density of approximately 7.5 to 8 dwelling units per acre.
Mr. Neasman also asked whether the School Board had provided any feedback regarding the project. David explained, based on student generation rates, the elementary and middle schools serving the area are currently operating below capacity. However, the designated high school, West Port High School, is currently over capacity, and the proposed development would contribute additional student demand to that school. Mr. Jenkins asked which elementary school serves the area. David confirmed the development is within the service area of Saddlewood Elementary School.

David Tillman, with Tillman Associates Engineering, addressed the board and confirmed the Planned Development proposes approximately 590 residential units. He stated the figure of 590 units is reflected in the Planned Development (PD) and noted that, based on the applicable residential density standards, the minimum required density would allow 232 units, while the maximum allowable density would permit up to 1,396 units. He explained the proposed development falls closer to the lower end of the permitted density range. Mr. Tillman also discussed school capacity and student generation rates associated with the project. He stated the development is projected to generate approximately 41 students. He further noted that new school construction is underway within the school district and is intended to help alleviate capacity constraints and accommodate future growth.

Mr. Jenkins asked how many dwelling units were proposed per acre. Mr. Tillman responded that the development is proposed at approximately 7.2 dwelling units per acre.

Mr. Lopez asked why the developer was seeking annexation. Mr. Tillman explained that the City requires annexation when a property is contiguous to the City limits and is requesting connection to City utilities.

Danielle Dobratz, Grace Hill Farm, 4750 SW 51st Street Road, stated the farm borders the subject property and expressed concerns regarding the proposed development. She cited the large number of homes being proposed, the loss of open space in the area, and

what she considered to be excessive density. Ms. Dobratz referenced a previous news article that discussed the possibility of larger-acreage residential lots on the property and noted that townhomes have already been developed across the street.

Cher Dobratz, Grace Hill Farm, 4750 SE 51st Terrace Road, expressed concerns regarding the rear property line adjacent to the proposed development. She stated portions of the land had previously been mined and there is an approximate 15-foot drop in elevation along the property boundary. Ms. Dobratz asked how the developer intends to separate the properties.

Marcia Armstrong, 5765 SW 52nd Street, stated she was unsure how the proposed project could be accommodated in the area. She questioned the addition of approximately 590 homes and noted approximately 300 apartments and 60 townhomes are already under construction across the street. Ms. Armstrong expressed concern that growth in the area is occurring at a pace that exceeds the capacity of existing infrastructure.

Growth Management Director, Jeff Shrum stated, regarding the discussion on school capacity, the City provides school-related information and background data for informational purposes; however, school impacts are not a basis for the board's decision. He advised board members to be mindful of that distinction and noted that any questions regarding the role of school capacity in the decision-making process should be directed to legal counsel.

Mr. Tillman responded to questions regarding permitting and grading. He stated an Environmental Resource Permit (ERP) will be required prior to construction and will be obtained during the construction planning phase as necessary for development of the project. Regarding the change in elevation between the subject property and adjacent properties, Mr. Tillman explained the development cannot create impacts on neighboring properties. He stated existing grade differences and site conditions will be taken into account during the engineering and grading design process, and any grading activities will be designed to avoid adverse impacts to adjacent properties.

Motion to approve the annexation of approximately 82.40 acres with conditions, ANX26-0001.

RESULT:	APPROVED
MOVER:	Daniel London
SECONDER:	Tucker Branson
AYE:	Jenkins, London, Lopez, MacDonald, Branson, Carelock, and Neasman

5. Land Use Change

a. Ordinance to change Future Land use designation of approximately 82.40 acres for property located at 5575 SW 52nd Street (Parcel 23835-000-00) from High Residential (County) to Low Intensity (City) (Case LUC26-0001) (Quasi-Judicial).

Attachments: LUC26-0001 Staff Report
LUC26_0001_Aerial Revised
LUC26_0001_Case Revised

Planner II, David Sablan, displayed maps and various photos of the property and adjacent properties while providing staff comments and findings of fact for LUC26-0001.

Motion to approve the change Future Land use designation of approximately 82.40from High Residential (County) to Low Intensity (City), Case LUC26-0001.

RESULT: APPROVED
MOVER: Daniel London
SECONDER: Elgin Carelock
AYE: Jenkins, London, Lopez, MacDonald, Branson, Carelock, and Neasman

6. Public Comments

None.

7. Staff Comments

None.

8. Board Comments

Mr. MacDonald stated that he would like to follow up on the discussion regarding school capacity. He noted that he observed school capacity information had been included back on the agenda and expressed appreciation for that inclusion.
He further commented on the role of school capacity information in the decision-making process and referenced prior discussions on how it is considered. Mr. MacDonald stated that he appreciates the ongoing discussion and opportunity for further clarification and education on the topic.

Mr. London stated that he recommended reviewing the Marion County Public Schools Board documents, going back to approximately 2022 or 2023, noting that a third-party study was completed to evaluate school capacity needs. He explained that the study identified projected needs at low, medium, and high levels. He further stated that, with the addition of two new elementary schools, a new middle school, and a new high school, current capacity levels remain below the "low" projection level. Mr. London added that, in his understanding, the minimum projection level was at least two schools.

City Attorney, William Sexton stated Mr. MacDonald's question was less about whether school concurrency is reasonable and more about why it is the City's position that school capacity information should not form the basis of the board's ultimate decision. He noted , if given until the next meeting, staff could prepare and present supporting materials to better explain the legal framework surrounding this issue, particularly as it relates to future land use changes or rezoning decisions. He indicated the intent would be to provide a clear and concise explanation for the board's consideration.

Planning Director, Aubrey Hale stated staff could bring the item back as a workshop discussion to allow for a more detailed review of the issue. He noted that placing the item on the June 8th agenda would be a quick turnaround for preparation, but that it could alternatively be scheduled for July to allow adequate time to compile and present the information.

Mr. Tillman stated he would encourage the board to review current enrollment figures, noting his understanding that enrollment within the school system has also decreased.

9. Next meeting: June 8, 2026

10. Adjournment

Meeting adjounred at 5:56pm.

EXHIBIT E

CITY COUNCIL MEETING SYNOPSIS

8. Introduction and First Readings of Ordinances

(Second and Final Reading - June 16, 2026)

8a. Ordinance 2026-17 to annex approximately 82.40 acres for property located at 5575 SW 52nd Street (Parcel 23835-000-00) (Case ANX26-0001) (Quasi-Judicial).

Introduced By: Jay A. Musleh

RESULT: INTRODUCED

8b. Public Hearing to transmit to the Florida Department of Commerce an amendment to the Future Land Use Element of the Comprehensive Plan and Introduction of Ordinance 2026-18 to change the Future Land Use designation of approximately 82.40 acres for property at 5575 SW 52nd Street (Parcel 23835-000-00) from High Residential (County) to Low Intensity (City) (Case LUC26-0001) (Quasi-Judicial)

Presentation By: Aubrey Hale

Introduced By: Barry Mansfield

Planning Director Aubrey Hale explained that this item concerns an unincorporated County property exceeding 50 acres that is being considered for annexation. Director Hale noted that, due to the size of the property, the proposed land-use designation must undergo state review through the Florida Department of Commerce using the expedited process. The purpose of the public hearing was to authorize the transmittal of the proposed designation to the state. Mr. Hale stated that the surrounding area includes county residential land and that the existing county designation allows between three and eighteen dwelling units per acre. Staff recommended approval, and the applicant was present for questions.

Following the presentation, Director Hale explained that the state review is expected to take approximately 30 days. After the review, any required revisions would be incorporated and the item would return for final consideration, likely in conjunction with the related PUD item during a concurrent meeting. Council Pro Tem Musleh asked whether the final reading would occur on June 16. Director Hale responded that the final dates had not yet been confirmed.

There being no further discussion the motion carried by roll call vote.

RESULT: INTRODUCED

Motion to approve transmittal to the Florida Department of Commerce

RESULT: APPROVED

MOVER: Jay A. Musleh

SECONDER: Kristen M. Dreyer

AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

June 23, 2026

The Honorable Ben Marciano
Mayor, City of Ocala
110 Southeast Watula Avenue
Ocala, Florida 34471

Dear Mayor Marciano,

FloridaCommerce has reviewed the City of Ocala's proposed comprehensive plan amendment (Amendment No. 26-01ESR), received on June 3, 2026, pursuant to the expedited state review process in Section 163.3184(2) and (3), Florida Statutes (F.S.). FloridaCommerce has identified no comment related to adverse impacts to important state resources and facilities within FloridaCommerce's authorized scope of review.

FloridaCommerce is, however, providing a technical assistance comment consistent with Section 163.3168(3), F.S. The technical assistance comment will not form the basis of a challenge. It is offered either as a suggestion which can strengthen the local government's comprehensive plan to foster a vibrant, healthy community or is technical in nature and designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S. The technical assistance comment is:

Technical Assistance Comment 1: Insufficient Data and Analysis

The analysis provided was insufficient in demonstrating the effects of the amendment on public facilities, particularly for transportation. The analysis provided states that "developments proposing to generate 100 or more peak hour trips are required to submit a traffic study as part of the site plan review. The concurrent PD Plan indicates that a maximum of 590 new dwelling units are proposed, a traffic study will be required during the site plan process." A detailed analysis of the anticipated effects of the amendment was not provided. Additionally, the maximum number of dwelling units allowed under the proposed Low Intensity future land use category is approximately 1,483 units.

Prior to adoption, FloridaCommerce recommends that the City provides additional transportation data and analysis that demonstrates the anticipated effects of the amendment on transportation, or that needed facilities are planned for. Additionally, FloridaCommerce recommends the City considers the potential impacts that could occur based upon the maximum development potential allowed under the Low Intensity future land use category. The City may also want to consider a site-specific policy located within the City's comprehensive plan that details the maximum development allowed for this site.

The local government should act by choosing to adopt, adopt with changes or not adopt the proposed amendment. For your assistance, the procedures for adoption and transmittal of the comprehensive plan amendment are enclosed. In addition, the local government is reminded that:

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the local government. **If the local government receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**

- The local government shall hold a second public hearing, which shall be a hearing on whether to adopt the comprehensive plan amendment. **If the local government fails, within 180 days after receipt of agency comments, to hold the second public hearing, the amendment is deemed withdrawn** unless extended by agreement with notice to the state land planning agency and any affected person that provided comments on the amendment pursuant to section 163.3184(3)(c)1., F.S. **If the amendment is not adopted at the second public hearing, the amendment shall be formally adopted by the local government within 180 days** after the second public hearing is held **or the amendment is deemed withdrawn.**

- **The adopted amendment must be transmitted to FloridaCommerce within 30 working days after the final adoption hearing or the amendment shall be deemed withdrawn pursuant to 163.3184(3)(c)2., F.S.** Under section 163.3184(3)(c)2. and 4., F.S., **the amendment effective date** is 31 days after FloridaCommerce notifies the local government that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

If you have any questions concerning this review, please contact Avian Williams, Planning Analyst, by telephone at (850)-717-8504 or by email at Avian.Williams@Commerce.fl.gov.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/aw

Enclosure(s): Procedures for Adoption

cc: Endira Madraveren, AICP, Chief Planning Official, Growth Management Department
John Patterson, AICP, Planner III, East Central Florida Regional Planning Council l

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (*https://fldeo.my.salesforce-sites.com/cp/*) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council, Water Management District, Department of Transportation, Department of Environmental Protection, Department of State, the appropriate county (municipal amendments only), the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only), and the Department of Education (amendments relating to public schools), and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package.

_____ Summary description of the adoption package, including any amendments proposed but not adopted.

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date.

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government.

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact.

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required.

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s).

Suggested effective date language for the adoption ordinance for expedited review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review.

_____ List of findings of the local governing body, if any, that were not included in the ordinance, and which provided the basis of the adoption or determination not to adopt the proposed amendment.

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

FLORIDACOMMERCE
The Caldwell Building | 107 E. Madison Street, MSC 160 |
Tallahassee, Florida 32399-2100

JACKSONVILLE RPDC
24 JUN 2026 PM 4

US POSTAGE PITNEY BOWES
ZIP 32399 $ 000.74⁰
02 4W
0000349336 JUN 23 2026

RECEIVED
JUL 1 2026
City Manager's Office

The Honorable Ben Marciano
Mayor, City of Ocala
110 S.E. Watula Avenue
Ocala, FL 34471

34471-21801 0

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
WaterMatters.org

An Equal Opportunity Employer

Bartow Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office
7601 U.S. 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

Jack Bispham
Chair, Manatee
Ashley Bell Barnett
Vice Chair, Polk
John E. Hall
Secretary, Polk
Dustin Rowland
Treasurer, Pasco
John R. Mitten
Former Chair, Hernando, Marion
Kelly S. Rice
Former Chair, Citrus, Lake, Levy, Sumter
Michelle Williamson
Former Chair, Hillsborough
Brian Aungst Jr.
Pinellas
Josh Gamblin
DeSoto, Hardee, Highlands
James Holton
Pinellas
Robert Stern
Hillsborough
Jim Turner
Charlotte, Sarasota
Nancy Watkins
Hillsborough, Pinellas

Brian J. Armstrong, P.G.
Executive Director

June 24, 2026

Ms. Endira Madraveren, AICP
Chief Planning Official
City of Ocala
Growth Management Department
201 S.E. 3rd Street, 2nd Floor
Ocala, FL 34471

Subject: **Ocala 26-1ESR**

Dear Ms. Madraveren:

The Southwest Florida Water Management District (District) has reviewed the proposed amendment package which includes a map amendment identified as Case No. LUC26-0001. We offer the following technical assistance comment for consideration.

Regional Water Supply

1. The staff report indicates the project is within the City's service area and capacity is available. However, no analysis was provided. The amendment should be supported by data and analysis demonstrating the availability of adequate potable water capacity to meet the additional demand due to the annexation and land use change, pursuant to Chapter 163.3177(6)(a)8.a., F.S., and Department of Economic Opportunity (DEO) guidelines (see page 4, item "B of DEO's publication entitled *A Guide To The Data And Analysis To Support Comprehensive Plan Amendments*). A copy of the Guide is available at the following link:

   http://www.floridajobs.org/community-planning-and-development/programs/technical-assistance/planning-initiatives/natural-resource-planning/water-supply-planning

Floodplains and Floodprone Areas

2. No comments.

Wetlands and Other Surface Waters

3. No comments.

A preapplication meeting with District Environmental Resource Permit (ERP) staff is encouraged prior to any site work. For assistance or additional information concerning the District's ERP program, please contact Rob McDaniel, ERP evaluation manager, at (813) 985-7481 or rob.mcdaniel@watermatters.org.

We appreciate this opportunity to participate in the review process. Please provide the District with a copy of the adopted amendment, including any supporting data and analysis. If you have any questions or require further assistance, please do not hesitate to contact me at (352) 269-6937 or james.golden@watermatters.org.

Sincerely,

James J. Golden, AICP
Senior Planner

JG
cc: Yazmin Valdez, DOC
Lindsay Weaver, DEP
Rob McDaniel, SWFWMD
Morgan LaValle, SWFWMD

Outlook

FW: Ocala 26-01ESR Proposed

From Endira Madraveren <emadraveren@ocalafl.gov>
Date Thu 7/2/2026 8:25 AM
To David Sablan <dsablan@ocalafl.gov>
Cc Aubrey Hale <ahale@ocalafl.gov>

David – please include a copy of this email as an attachment to the LUC case in Legistar and Centralsquare. Thanks!

Endira Madraveren, AICP
Chief Planning Official
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd floor, Ocala, FL 34471
Office: 352-629-8440
Cell: 352-502-5927 | emadraveren@ocalafl.gov

From: Plan_Review <Plan.Review@FloridaDEP.gov>
Sent: Wednesday, July 1, 2026 6:12 PM
To: Endira Madraveren <emadraveren@ocalafl.gov>; dcpexter@commerce.fl.gov
Cc: Plan_Review <Plan.Review@FloridaDEP.gov>
Subject: Ocala 26-01ESR Proposed

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To: Endira Madraveren, AICP, Chief Planning Official

Re: Ocala 26-01ESR – Expedited State Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's

jurisdiction.

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.



Dep Customer Survey

FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720

JARED W. PERDUE, P.E.
SECRETARY

July 1, 2026

Endira Madraveren, AICP
Chief Planning Official
Growth Management Department
City of Ocala
201 SE 3rd Street, Second Floor
Ocala, Florida 34471
352-629-8440
emadraveren@ocalafl.gov

Subject: Ocala Proposed Comprehensive Plan Amendment 26-01ESR

Dear Ms. Madraveren,

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) reviewed the proposed Comprehensive Plan Amendment (CPA) Ocala 26-01ESR.

CPA Background:
The proposed CPA, locally designated as Case No. LUC26-001 (Ordinance 2026-18), proposes to amend the Future Land Use (FLU) Map on +/- 82.40 acres from Marion County High Residential to City of Ocala Low Intensity. The amendment entails an annexation of the subject property from Marion County to the City of Ocala accompanied by a proposed rezoning from County General Agriculture (A-1) to City Planned Development (PD). The property is located on the north side of SW 52nd St, east of SW 60th Ave, generally north of SR 200, and west of I-75, in the City of Ocala, Marion County, FL.

Analysis:
Based on the staff report text, City staff noted that the companion rezoning request includes a PD limited to 7.16 dwelling units (DU) per acre, which is lower than the adopted maximum density of 8 DU per acre for the existing FLU of County High Residential, thus representing a decrease to the maximum allowable density and trip generation potential of the property. Therefore, the proposed maximum development based on the PD would not result in adverse impacts to state facilities beyond the currently adopted FLU.

Due to the reduction in trip generation potential associated with the rezoning limitations, FDOT has no comments on this CPA.

Technical Assistance Comment:

1. The staff report notes that a traffic study will be required at the time of site plan approval. Due to the proximity of the development to SR 200, the Department (Planning) requests that the City coordinates on review of the traffic study (and methodology if applicable) as the development moves forward.

We appreciate the opportunity to review the proposed amendment. Please transmit a copy of the amendment, along with the supporting data and analysis, to the District upon its adoption. The Department reserves the right to comment if the proposed amendment changes between transmittal and adoption.

If you have any questions, you may contact me in the Planning Department at 386-943-5421 or by email at tiffany.hill@dot.state.fl.us.

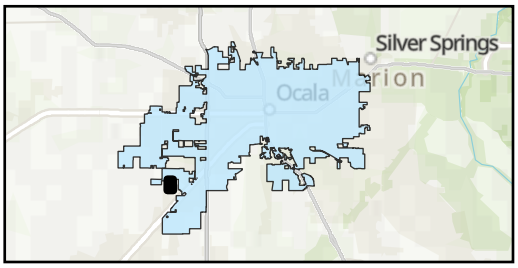
Sincerely,



Tiffany Hill
Planning Supervisor II

cc: Donna Harris, FL Commerce
Steven Buck, FDOT

AERIAL MAP



Case Number: LUC26-0001

Parcel: 23835-000-00

Property Size: Approximately 82.40 Acres
Land Use Designation: County High Residential
Zoning: County A-1, General Agriculture

Proposal: A request to change to Low Intensity Future Land Use



Parcels
Subject Property

0 500 1,000 2,000 Feet

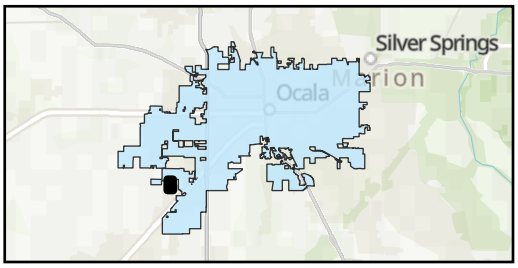
N

OCALA

This information is provided as a visual representation only and is not intended to be used as a legal or official representation of legal boundaries. All GIS data which is provided by the City of Ocala should be considered a generalized spatial representation which may be subject to revisions. The feature boundaries are not to be used to establish legal boundaries.For specific information contact the appropriate City of Ocala department or agency.

Prepared by the City of Ocala Growth Management Dep t by ekrepps on 5/12/2026

CASE MAP

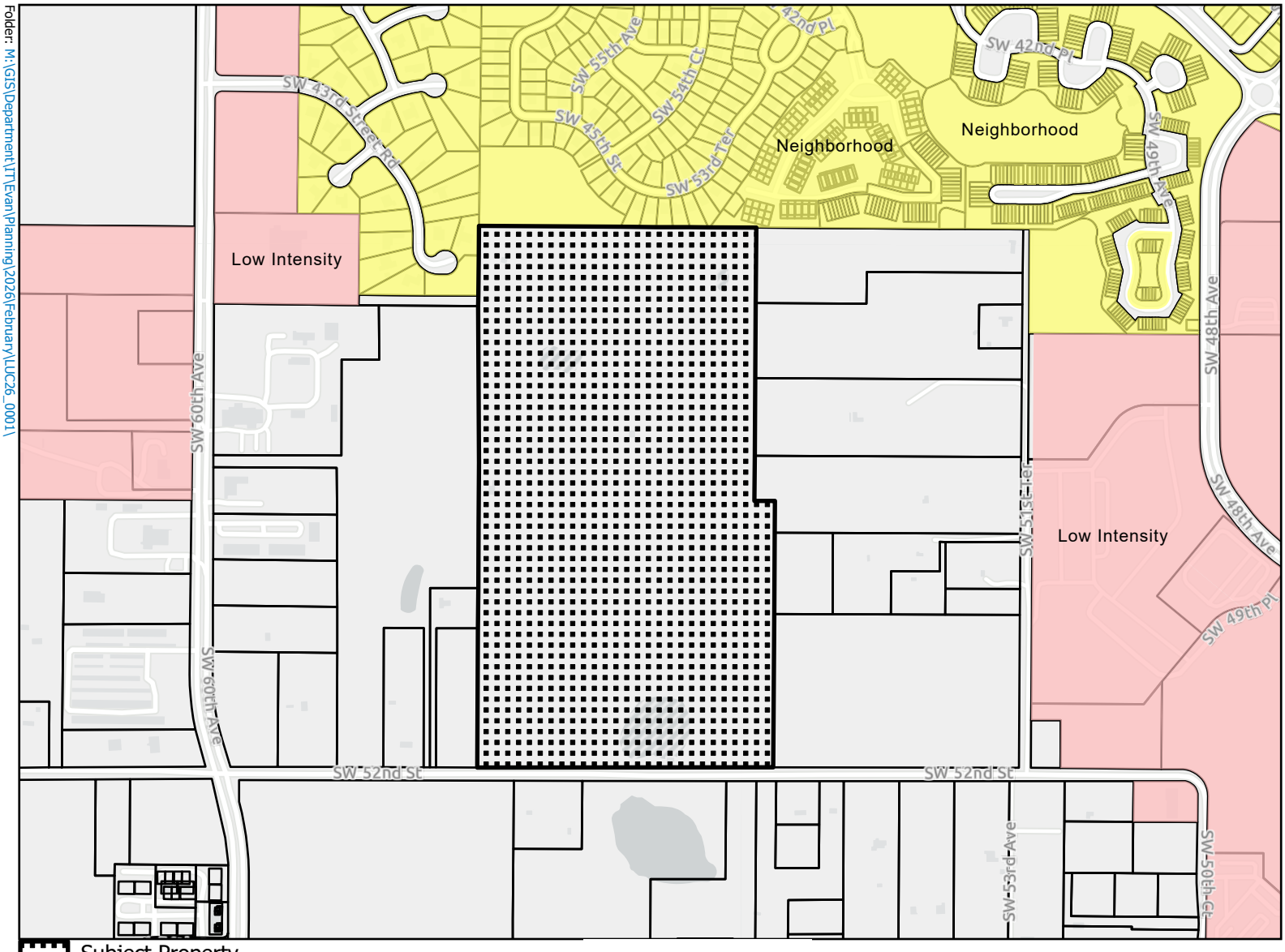


Case Number: LUC26-0001

Parcel: 23835-000-00

Property Size: Approximately 82.4 Acres
Land Use Designation: County High Residential
Zoning: County A-1, General Agriculture

Proposal: A request to change to Low Intensity Future Land Use



Subject Property
Low Intensity
Neighborhood
Parcels

0 500 1,000 2,000 Feet

N

OCALA

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File #: 2026-1846 Agenda Item #: 9c.

Submitted By: David Sablan

Presentation By: Aubrey Hale

Department: Growth Management

FORMAL TITLE:
Ordinance 2026-22 to rezone approximately 82.10 acres for property located at 5575 SW 52nd Street (Parcel 23835-000-00) from A-1, General Agriculture (County) to PD, Planned Development (City) (Case PD26-0001) (Quasi-Judicial).

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- Petitioner/Property Owner: Ocala 52 Partners, LLC
- Agent: Tillman & Associates Engineering, LLC

Key Points:

The petitioner is requesting to rezone the subject property, approximately 82.1 acres, from A-1, General Agriculture (County) to PD, Planned Development (City) (PD6-0001). In conjunction with the rezoning request, the applicant is also seeking approval of a PD Plan and Standards Book, which establishes a mixed development program with three land uses:

- Single Family Residential (SFR) - 230 SFR units across 45.4 acres (5 Units/acre)
- Multi-Family Residential (MFR) - 360 MFR units across 20.2 Acres (17.8 Units/acre)
- Commercial - Maximum 147,000 square feet across 4.5 acres (0.75 FAR)

The applicant acquired the 82.10-acre property in July of 2024. Currently, the subject property is not located in the jurisdiction of Marion County. The property has the following current Marion County designations:

- Future Land Use: High Residential (up to 8/units per acre)

- Zoning: General Agriculture (A-1)
- Current Use: Agriculture

The applicant submitted concurrent applications:

- **Annexation** of all ±82.1 acres into the City of Ocala (ANX26-0001)
- **Future land use map amendment** to change the land use designation from High Residential (Marion County) to Low Intensity (City of Ocala) (LUC26-0001).

The annexation (ANX26-0001) and future land use map amendment (LUC26-0001) went before the Planning and Zoning Commission at a special meeting on May 26, 2026. The Commission voted to approve the annexation and future land use amendment by a seven-to-zero vote. Subsequently, on June 2, 2026, the City Council conducted the introduction and transmittal hearing for the future land use amendment and authorized City staff to transmit the proposed future land use amendment to the Florida Department of Commerce (Florida Commerce) through the expedited state review in accordance with F.S. 163.3184(3). Per F.S. 163.3184(2), a project exceeding 50 acres requires that the application be submitted to the state expedited review process prior to adoption by City Council.

The subject property was used for the mining of earth and other minerals until approximately 2022. As a result of the discontinuation of mining activities, FDEP has since issued a Release of Reclamation Obligations in recognition of reclamation completed since mining ceased on the property. There are currently several small structures and a septic system on the property that will be required to be removed prior to any further development of the site. At the southern end of the property, there is a ±6.7-acre lake, and at the northeasterly corner, there is a ±16,000-square-foot pond. It is noted that the concurrently submitted zoning (PD) amendment indicates that both bodies of water will be preserved and integrated into the PD design as amenities and drainage retention areas.

Zoning and Land Use Details:

For consideration of the future land use amendment, there are several key factors to consider:

- Pursuant to Section 122-246 of the Code of Ordinances, upon annexation into the City, a future land use designation must be processed at the earliest available date.
- The property is located in the southwest part of the City and Marion County, which is experiencing significant development and redevelopment activity. Nearby single-family residential developments are located to the south (Saddle Oak Club) and the north (Fore Ranch). The proposed density and nature of the project are consistent with the Low Intensity Future Land Use and compatible with surrounding properties and development.

FINDINGS AND CONCLUSIONS:

- An overall density of 7.16 units per acre is proposed in the PD with a maximum commercial FAR of 0.75. This is consistent with the Low Intensity Future Land Use range of a minimum density of 3 dwelling unit/acre and a maximum of 18 dwelling units/acre, and a maximum allowed commercial FAR of 0.75.
- The proposed rezoning provides an appropriate urban-scale development consistent with the Fore Ranch development adjacent to the north of the subject property.

- The nature of the PD zoning district is intended to provide conditions, stipulations, limitations, and restrictions it deems necessary to protect the public health, safety, and general welfare. The proposed PD Plan and Standards Book establishes standards for building setbacks, landscaped buffering, open space, architectural standards, and building heights, among others, to promote compatible and complementary development with the surrounding area and to ensure consistency with the Comprehensive Plan and the City's Code of Ordinances.

- City utilities are available at this location, and no level of service issues have been identified for public facilities as a result of the zoning amendment.

Staff recommends approval with the following conditions:

1. The existing agricultural use shall cease within one year after zoning approval or prior to any future development of the site, whichever occurs first.

2. The existing structures and septic system must be removed from the property prior to any future development of the property.

3. Connection to City public facilities will be required prior to further development of the property.

4. All permitted uses by right within the B-2, Community Business, shall be permitted within the PD.

5. All roadways within the development shall be privately owned and maintained.

6. A sidewalk along SW 52nd Street shall be provided with the appropriate phases of development that occur along the roadway.

The Planning & Zoning Commission held a public hearing on June 8, 2026, and approved the Ordinance by a vote of five to zero. Originally, Section 4 of the Planning and Zoning Commission Staff Report mistakenly stated that the project would be required to pay school concurrency fees as appropriate during the development review process. The project will be required to pay school impact fees as appropriate during the development review process. The attached staff report has been edited to reflect this correction.

After the publication of the June 8, 2026, Planning and Zoning Commission Agenda Packet, the City received three pieces of correspondence related to the project: two emails sent to staff on the day of the hearing and a letter presented to the Commission at the hearing. Physical copies of all three letters were provided to the Commission at the hearing and are attached to this item.

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

LEGAL REVIEW:
The ordinance is pending review by the City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with changes.

- Deny
- Table

SUPPORT MATERIALS:

- Staff Report
- Case Map
- Aerial Map
- PD Plan
- PD Standards Book
- Public Correspondence

ORDINANCE 2026-22

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING THE ZONING FROM A-1, GENERAL AGRICULTURE DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT, FOR CERTAIN PROPERTY LOCATED AT 5575 SW 52ND STREET (PARCEL 23835-000-00), APPROXIMATELY 82.10 ACRES (CASE NO. PD26-0001); PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATIONS AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session, as follows:

Section 1. The lands described below are hereby rezoned and reclassified according to the zoning regulations of the City of Ocala, Florida, as PD, Planned Development:

PARENT PARCEL

THE NE 1/4 OF THE SW 1/4 AND THE SE 1/4 OF THE SW 1/4 OF SECTION 33, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. EXCEPT THE SOUTH 30 FEET FOR ROAD RIGHT-OF-WAY.

AND

THE WEST 1.5 CHAINS OF THE SW 1/4 OF SE 1/4 OF SECTION 33, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.

PARCEL 2

BEING THE WEST 1.5 CHAINS OF THE S.W. 1/4 OF THE S.E. 1/4 AND A PORTION OF THE S.E. ¼ OF THE S.W. 1/4 OF SECTION 33, TOWNSHIP 15 SOUTH, RANGE 21 EAST, LYING NORTH OF S.W. 52ND STREET (BEING 60 FEET RIGHT OF WAY), MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF THE EAST 1/2 OF THE S.W. 1/4 OF SAID SECION 33; THENCE ALONG THE NORTH BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 30, S.89°37'32" E., A DISTANCE OF 1325.81 FEET TO THE N.E. CORNER OF THE EAST 1/2 OF THE S.W. 1/4 OF SAID SECTION 33; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG THE EAST BOUNDARY OF THE N.E. 1/4 OF THE S.W. 1/4 OF SAID SECTION 33, S.00°31'25" W., A DISTANCE OF 1318.27 FEET TO THE N.W. CORNER OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 33, SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE DEPARTING SAID EAST BOUNDARY,ALONG THE NORTH BOUNDARY OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 33, S.89°48'22"E., A DISTANCE OF 99.00 FEET TO THE N.E. CORNER OF THE AFOREMENTIONED WEST 1.5 CHAINS OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 33; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG THE EAST BOUNDARY OF THE WEST 1.5 CHAINS OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 33, S.00°31'26"W., A DISTANCE OF 1288.46 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF AFOREMENTIONED S.W. 52ND STREET; THENCE DEPARTING SAID EAST BOUNDARY, ALONG SAID NORTH RIGHT OF WAY LINE, N.89°54'35"W., A DISTANCE OF 99.00 FEET; THENCE N.89°54'39"W., A DISTANCE OF 1206.53 FEET TO A POINT 120 FEET EAST OF AND PARALLEL TO THE WEST BOUNDARY OF THE EAST 1/2 OF THE S.W. 1/4 OF SAID SECTION 33; THENCE 1291.56 FEET TO A POINT ON THE NORTH BOUNDARY OF THE S.E. ¼ OF THE S.W. 1/4 OF SAID SECTION 33; THENCE DEPARTING SAID PARALLEL LINE, ALONG SAID NORTH BOUNDARY, S.89°46'20"E., A DISTANCE OF 1206.16 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 38.66 ACRES, MORE OR LESS.

Section 2. Direction to Staff. The City Council of the City of Ocala, Florida, directs staff to take any and all steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 3. Repealing Inconsistent and/or Conflicting Provisions. The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures, and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 4. Severability of Ordinance Provisions. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 5. Modifications Arising from Consideration at a Public Hearing. It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 6. Direction to the Codifier. It is the intention of the City Council of the City of Ocala, Florida that (1) the zoning map of the City of Ocala is hereby amended to reflect the change in zoning classification

from A-1, General Agriculture, to PD, Planned Development District, as to lands described in Section 1 of this ordinance; (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by City Council.

Section 7. This ordinance shall become effective upon approval by the mayor, or upon becoming law without such approval.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Ire J. Bethea, Sr.
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2026.

By: _____
Ben Marciano
Mayor

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No: 2026-22
Introduced: 7/21/2026
Adopted: Click or tap to enter a date.
Legal Ad No: Click or tap here to enter text.

Rezoning Staff Report

Case No. PD26-0001
Planning & Zoning Commission: June 8, 2026
City Council (1st Reading): July 7, 2026
City Council (Adoption): August 4, 2026

Applicant:	Ocala 52 Partners, LLC
Property Owner:	Ocala 52 Partners, LLC
Project Planner:	David Sablan, Planner II
Amendment Request:	Rezone from A-1, General Agriculture (County), to PD, Planned Development (City) with associated PD Plan and Standards Book

Parcel Information

Acres:	±82.1 acres
Parcel(s)#:	23835-000-00
Location:	5575 SW 52nd Street
Existing use:	Undeveloped (former Quarry)
Future Land Use Designation:	Low Intensity (Pending)
Zoning Designation:	A-1, General Agriculture (County)
Special District(s)/Plan(s):	N/A
Approved Agreement(s):	N/A

Figure 1. Aerial Map



Section 1 - Applicant Request

The applicant is requesting to rezone a ±82.1-acre parcel, from A-1, General Agriculture (County) to PD, Planned Development (City). In conjunction with the rezoning request the applicant is also seeking approval of a PD Plan and Standards Book, which establishes a mixed-use development program. The applicant submitted concurrent applications to annex all ±82.1 acres into the City of Ocala (ANX26-0001), and a future land use map amendment to change the land use designation from High Residential (County) to Low Intensity (LUC26-0001).

Per F.S. 163.3184(2), LUC26-0001 is required to go through an expedited review process of the land use map amendment by the Florida Department of Commerce (Florida Commerce) prior to adoption by City Council. For this reason, ANX26-0001 and LUC26-0001 previously went before the Planning and Zoning Commission at a special meeting on May 26, 2026, where the Commission voted to approve the annexation and future land use amendment by a 7-0 vote. On June 2, 2026, City Council authorized City staff to transmit the proposed future land use map amendment to Florida Commerce for an expedited state review in accordance with F.S. 163.3184(3).

Section 2 - Background Information

The subject property, identified as Parcel 23835-000-00, consists of an approximate 82.1 acres and is generally located within the 5500 block of SW 52nd Street. The property is currently within the jurisdiction of Marion County and shares its northern border with the existing Fore Ranch Planned Unit Development and Hunt Club at Fox Point neighborhood, both of which are located within City of Ocala jurisdiction. The current Marion County zoning designation and the pending City Future Land Use of the property are:

Zoning: **A-1, General Agriculture (County)**, The County code of ordinances indicates the intent of the A-1 district is to preserve agriculture as the primary use. This zoning district in the Urban Area may be used for agriculture until it is rezoned to another permitted district.

Future Land Use: **Low Intensity** (Comprehensive Plan – Policy 6.3), a minimum of 3 and maximum of 18 dwelling units per acre, a maximum of 0.75 floor area ratio (FAR).

It is noted that the applicant acquired the subject property in July 2024.

Marion County Property Appraiser records (Book 2024, Page 1930) indicate that an agreement was entered into between G.W. O'Neal to White Construction Company, Inc. in April 1994 for exclusive mining rights of earth and minerals from the subject property. The agreement states that the property had been used for mining and removal of earth and minerals in the past, but no records are available to indicate the date of which this mining began. Staff believes mining operations began as early as the 1960s and continued until approximately 2022. Under Florida Statutes (F.S.) Chapter 378, the cessation of mining operations triggers land reclamation obligations to protect the public's health, safety, and welfare, the protection of the state's environment, and the subsequent beneficial use of the disturbed and reclaimed land. In October 2022, the Florida Department of Environmental Protection (FDEP) issued a Release of Reclamation Obligations in recognition of reclamation activities completed on the property.

Several small structures and a septic system currently exist on the property that will be required to be removed when the property is developed. At the southern end of the property there is a ±6.7-acre lake and at the northeasterly corner of the property there is a ±16,000 square foot pond. Both water bodies will be preserved and are integrated into the design of the PD.

Table 1: Adjacent Property Information:

Direction	Future Land Use	Zoning District	Current Use
North	Neighborhood	PUD-04, Planned Unit Development	Fore Ranch PUD
East	High Residential (County)	A-1, General Agriculture (County)	Large lot SFR & Undeveloped
South	High Residential (County)	A-1, General Agriculture (County)	Undeveloped
West	Neighborhood (City) Medium Residential (County)	No Zoning A-1, General Agriculture (County)	Hunt Club at Fox Point Large lot SFR & Undeveloped

Section 3 – Staff Analysis

This report analyzes the proposed rezoning from A-1, General Agriculture, to PD, Planned Development, as well as the associated PD Plan and Standards Book for consistency with the City of Ocala's Comprehensive Plan, the Land Development Regulations, and the established neighborhood development pattern.

Proposed PD Plan and Standards:

The PD Plan and Standards book proposes new general land use categories, development standards, project access, deviations from typical code requirements, and architectural standards. The general land uses proposed include a mix of uses and density/intensity which include Single-Family Residential (SFR), Multi-Family Residential (MFR), and Commercial (COM).

Access is proposed to the property at two points off of SW 52nd Street, located near the eastern and western boundaries of the property approximately 0.25 miles apart. Consistent with the annexation case that provided a fiscal impact analysis; the internal circulation for the PD will be private roads. Collector roads are proposed to be between 60-feet and 100-feet wide while local roads will be 40-feet wide. The PD proposes some form of property owners association or homeowners association to manage the private road network associated with the future development.

Neighborhood Meeting:

A neighborhood meeting was held in December 2025, with the applicant and agent providing

information regarding the proposed development and nearby residents asking questions pertaining to annexation from county into city, project timeline, configuration of uses, lot sizes, buffers, and traffic.

Consistency with Comprehensive Plan:

The requested rezoning is consistent with the following Objectives and Policies of the City of Ocala Future Land Use Element:

1. *Future Land Use Element Policy 6.3: Low-Intensity. The intent of the Low Intensity land use classification is to identify areas that are generally oriented towards the automobile as the primary mode of transportation, with pedestrian circulation and activity being generally less than High Intensity/Central Core and Medium Intensity/Special District districts. Low Intensity may contain a single use. Mixed use development is encouraged. Permitted uses include office, commercial, public, recreation, institutional, educational facilities and residential. Light industrial shall only be allowable in designated locations as specified in the Land Development Code and must meet the intent of the Low Intensity category, including form and design guidelines as applicable. It is also the intent of this category to promote a walkable suburban form.*

   The form of buildings and development may be regulated for specified areas by a Form Based Code or Corridor Overlay. Buildings may have larger setbacks from the street and public right-of- way than other mixed-use districts, as depicted in Figure E. Buildings may have surface parking between the building and the street, though rear and side yard parking is encouraged for non- residential uses, as depicted in Figure F. Low Intensity areas may have large open space areas such as community and regional parks, trails, or surface stormwater management facilities designed as amenities.

   The minimum density and intensity in this future land use category is 3 dwelling units per gross acre or 0.00 FAR. The maximum density and intensity is 18 dwelling units per acre or 0.75 FAR. Increased density and intensity incentives may be approved for inclusion of workforce housing, green building and sustainable design standards, setting aside right-of-way for trails, employment- generating uses, exemplary urban design, or other benefits to the City as specified in the Land Development Code. The location and application of incentives shall be set forth in the Land Development Code.

Staff Comment:

- The combined density of all residential housing types is 7.16 units per acre, which is within the permitted range of a minimum 3 units per acre and a maximum 18 units per acre of the requested Low Intensity future land use category.
- The Commercial sub-area will not exceed an FAR of 0.75, which is the maximum FAR allowed within the Low Intensity future land use category. The maximum allowed floor area is 147,000 square feet within the 4.5-acre Commercial sub-area.
- The PD Plan and Standards Book proposes a mixed-use development with transportation facilities for both automobile and pedestrian circulation consistent with the intention of the Low Intensity FLU.

Consistency with Land Development Regulations:

The requested rezoning is consistent with the following Sections of the City of Ocala Code of Ordinances:

1. *Section 122-941(b): A rezoning to PD with a PD plan shall meet the following minimum*

requirements: (1) One-acre minimum site; (2) a five-acre or more site shall include at least two uses with any one use not less than ten percent (acreage or square footage) of the total site, except in the case of residential developments, which are permitted to be single-use; (3) must be located on a public roadway with at least 100 feet of frontage.

Staff Comment:

(1) The subject property contains approximately 82.1 acres, of that 70.1 acres are developable with the remainder being occupied by water features resultant from prior mining activities;

(2) the PD is proposed to be a mix of three uses: single-family residential (65%), multi-family residential (29%), and commercial (6%); and

(3) has more than 100 feet of frontage on public roadway along SW 52nd Street.

2. *Section 122-244 - District criteria: Zoning districts allowed under each land use classification.*

Low Intensity	R-1, R-1A, R-1AA, R-2, R-3, RZL, RBH-1, RBH-2, RBH-3, OH, RO, O-1, OP, B-1 B-1A, B-2, B-2A, B-4, B-5****, SC, M-1, M-2, G-U, INST, A-1***, **PD**, FBC

Staff Comment:

The PD zoning district is a permitted district within the subject property's requested Low Intensity Future Land Use category. The PD Plan and Standards book proposes allowing all uses permitted by right in the B-2, Community Business district be permitted within the Commercial sub-area. The B-2 district is also a permitted district within the Low Intensity Future Land Use category.

3. *Section 122-942(a) – Planned Development Required Standards: In reaching recommendations and decisions as to rezoning land to a PD district and approving a conceptual site development plan, the planning and zoning commission and city council shall apply the following standards, in addition to the requirements of this chapter applicable to the rezoning of land generally:*

(1) Access. Every permitted use in a PD shall have access to a public street directly or via an approved private road, pedestrian way, court or other area dedicated to public or private use, or common element guaranteeing access.

Staff Comment: The PD Plan depicts that the subject property will be accessed by internal collector roads at two points off of SW 52nd Street along the southern boundary of the property. Each internal collector road will provide access to the different sub-areas, where private local roads will provide internal circulation.

(2) Buffers. When a PD abuts a less intensive use, it will be required to adhere to section 122-260, pertaining to buffer specifications, at a minimum. City council may require additional buffering based on individual circumstances.

Staff Comment: The PD plan and Standards Book propose landscaping, screening, signage, and architectural standards consistent with section 122-260.

(3) Underground utilities. Within a PD, all utilities, including telephone, television cable and electrical systems, shall be installed underground in accordance with current city policies and standards. Appurtenances to these systems which require above ground installation must

be effectively screened, and thereby may be excluded from this requirement.

Staff Comment: New onsite utilities shall be located underground such that tree installations are possible without conflict.

(4) Open space. Open space requirements for a PD are as follows:

a. Open space shall include active and passive recreation areas such as courtyards, streetscapes/sidewalks, playgrounds, golf courses, waterways, landscaped yards and patios, lagoons, floodplains, nature trails, roof areas, and other similar open spaces. Water retention areas that are designed as aesthetic lakes or ponds for passive or active recreational use may also be counted as open space, as long as these areas are designed to retain a minimum of three feet of water at all times.

Staff Comment: The PD plan indicates that a minimum of 43% of the development will be preserved as open space (approximately 35.34 acres). Additionally, approximately 8% of the open space is proposed to be aggregate open space (2.87 acres). Aggregate open space is defined as common open space areas that are designed and intended for use by all occupants/residents of a PD. The applicant is proposing to utilize and activate existing water features as part of the aggregate open space.

b. Fenced water retention areas, open water areas beyond the perimeter of the site, street right-of-way, driveways, off-street parking areas and off-street loading areas shall not be counted in determining open space. Side yards less than six feet wide shall not be counted as open space.

Staff Comment: Aggregate open space is provided in accordance with Section 122-924(4). Gross open space provided is calculated at 35.34-acres, with proposed aggregate open space calculated at 2.87-acres.

c. Open space shall be clustered into larger tracts/areas. Buildings and structures should be clustered so that the open space is usable to the occupants/residents rather than merely providing spacing between buildings or structures. Zero lot line and clustered design is encouraged. Front, side and rear yards in single-family residential areas shall not be counted as aggregate open space.

Staff Comment: Open space shall be clustered into usable recreation areas for residents and reviewed as part of the subdivision plan process. Compliance will be confirmed at time of future development. The PD Plan indicates the general location and anticipated size of the clustered open space, which counts towards the aggregate and overall open space requirements.

d. There shall be a minimum open space requirement of 25 percent of the total gross acreage for all development in any PD project. For single-use residential PD projects, the minimum open space requirement shall be 40 percent. At least ten percent of the total required open space shall be in usable aggregate form. Aggregate open space is defined as common open space areas that are designed and intended for use by all occupants/residents of a PD.

Staff Comment: The proposed PD is a mixed-use project and maintaining 43% of the total gross acreage (35.34 acres) for open space with at least 2.87 acres usable in aggregate form. The minimum requirement of 25% total gross open space acreage is exceeded by 18% and

the total required for a single-use residential PD is 40%, which is also being exceed by the proposed PD development standards and plan.

(5) Unified control. The applicant shall furnish the city with sufficient evidence to the satisfaction of the city attorney that the applicant is in the complete, unified and otherwise-unencumbered control of the entire area of the proposed planned development, whether the applicant be an individual, partnership, corporation, other entity, group or agency. The applicant shall provide the city all necessary documents and information that may be required by the city attorney to assure the city that the development project may be lawfully completed according to the plans sought to be approved.

Staff Comment: The agent submitted a Commitment for Title Insurance.

(6) Phasing. City council may allow or require phasing of the proposed development. All phasing must be related to previous development, surrounding properties, and available public facilities and services, where a failure to proceed with subsequent phases of development will have no adverse impact on the completed phase(s) or surrounding properties.

Staff Comment: The PD Plan proposes for each land use area to be developed as different phases. The timing and order of phasing will be determined when final development plans are submitted and formally reviewed.

(7) Platting. All uses/parcels meeting the definition of a subdivision shall meet chapter 114 (subdivisions) requirements.

Staff Comment: Subsequent to PD approval by City Council, the conceptual subdivision may be submitted for review.

(8) Site plan review. Development requiring site plan review shall comply with Chapter 122, Article IV. A final site plan shall be consistent with a final development plan.

Staff Comment: Site plan review shall occur as required with a designated phase of the development. Portions of the development may only be subject to subdivision requirements.

(9) Development. A development meeting the criteria for a shopping center shall comply with all regulations as set forth in division 29 of chapter 122 (shopping centers) except for: subsections 122-908(7),(8) and (9) and 122-918(a)(l).

Staff Comment: A shopping center is not a part of the proposed PD and therefore an amendment pursuant to Section 122-946 to the PD Plan and Standards book would be required to accommodate the use.

(10) Access to utility systems and public services. A PD shall be located in relation to sanitary sewer lines, water lines, storm/surface drainage systems, and other utility systems.

Staff Comment: Utility services are outlined in detail in the Level of Service Analysis below. All utility services are located in proximity to the development, with the exception of sanitary sewer lines. The closest connection is through the Fore Ranch subdivision north of the subject property.

Variations from Code of Ordinances

The applicant is requesting variances to the following sections of the Ocala Code of Ordinances:

1. *Section 122-286 – Lot requirements.*

   The PD Standards book proposes minimum lot widths of 40-feet for SFR lots and 20-feet for MFR lots. The smallest minimum lot width for R-1 zones is 60-feet in the R-1AA zone, the minimum lot width in the R-3 zone is 100-feet.

2. *Section 114-95 – Block length*

   The PD Standards Book proposes block lengths between a minimum of 199-feet long and 1,050-feet long. The City's Subdivision Design Standards restricts block length to a minimum of 300-feet and a maximum of 600-feet.

3. *Section 114-92(b) & (c) – Sidewalks*

   The PD Standards Book proposes constructing sidewalks on only one side of internal local streets and deferring construction of sidewalks along SW 52nd Street until such a time the City Ocala deems necessary. The City's Subdivision Design Standards requires sidewalks on both sides of all internal streets and that sidewalks be installed on at least the project side of adjacent exterior streets.

4. *Section 114-91 (m) & (n)*

   The PD Plan and Standards Book proposes private 40-foot wide ROW for local internal streets. The Subdivision Design Standards require minimum 50-foot wide ROW for minor local streets and private streets must be approved by City Council.

Staff Comment:

The requested deviations from code allow for a more compact and efficient development that afford flexibility in lot design and street layout.

Table 2: Existing and Proposed Zoning District Standards

	Zoning District	Intent and Purpose	Minimum Lot Width (feet)	Maximum Building Height (feet)
Existing	A-1, General Agriculture (County)	The County code of ordinances indicates the intent of the A-1 district is to preserve agriculture as the primary use. This zoning classification in the Urban Area may be used for agriculture until it is rezoned to another permitted classification.	150-feet	50-feet
Proposed	PD, Planned Development	Development of 230 single-family residential lots, 360 multi-family units, and up to 147,000 square feet of commercial.	20-feet	35 to 50-feet

Staff Comment:

The rezoning of the property to PD will establish a mix of land uses and density/intensity with development standards through the adoption of the PD Plan and Standards Book.

Section 4 - Level of Service (LOS) Analysis

A. Required Public Facilities (adopted LOS standards in the comprehensive plan):

The purpose of this analysis is to identify any potential issues with the city's ability to provide public services to the property to be annexed. The specific services to provide will need to be further evaluated at the time of future development or connection to city services. Currently, the area is not supported by City sanitary sewer service. The nearest connection point resides within the Fore Ranch development north of the subject property. The comprehensive plan sanitary sewer sub element includes policy 2.7, requiring connection, unless the nearest available sewer connections is greater than one-eighth mile from the property. Sewer lines are not located within the right-of-way of SW 52nd Street and the connection point is not within one-eighth of a mile of the property. Development of the subject property will necessitate connection to City public facilities including sanitary sewer.

The following LOS information is provided to indicate available and remaining capacity for required public facilities (those facilities identified in the Comprehensive Plan, Capital Improvement Element Objective 1). As necessary, the analysis may utilize population per household estimates as established by the Florida Bureau of Economic and Business Research (BEBR). The most recent (2025) estimates indicate an average population per household at 2.33 people for Marion County.

Transportation: The subject property has frontage along SW 52nd Street, which connects to SW 60th Avenue to the west. The congestion management data from the Ocala-Marion TPO for the affected roadway is provided below. Developments proposing to generate 100 or more peak hour trips are required to submit a traffic study as part of the site plan review. The concurrent PD Plan indicates a maximum of 590 new dwelling units and 147,000 square-feet of commercial development are proposed; a traffic study will be required at the time development is formally reviewed.

Table 3: Congestion Management Data

Road/Street Names	Lanes	Speed Limit	Functional Classification	Adopted LOS	LOS Capacity	2023 AADT	Existing LOS
SW 60th Ave From: SR 200 To: SW 43rd St Rd	4	45	Arterial	E	35,820	18,300	C

Potable Water: The project is within the City's active service area and service is available. A City water main runs along SW 52nd Street in front of the property. Connections will be determined during the site plan or subdivision review and approval process.

- *Adopted Level of Service (LOS) Potable Water:* 300 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 167 gallons per capita daily (gpcd).
- *Available Capacity:* Capacity is available. The permitted capacity of the City's water system is 18 million gallons daily (mgd), currently 17 million gallons is consumed daily.

Sanitary Sewer: The project is within the City's active service area, however service is not available as there are no existing sanitary sewer lines accessible from the right-of-way directly adjacent to the site. The nearest existing publicly accessible sanitary sewer line is a force main line on SW 50th Ct, approximately 1,875 feet east of the eastern boundary of the project. The extension of City sanitary sewer lines and connections will be determined during the site or subdivision review and approval process.

- *Adopted Level of Service (LOS) Sanitary Sewer:* 250 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 80 gallons per capita daily (gpcd).
- *Available Capacity:* Capacity is available. The permitted capacity of Water Reclamation Facility #2 is 6.5 million gallons daily (mgd) and the permitted capacity of Water Reclamation Facility #3 is 4.0 million gallons daily (mgd), currently 6.3 million gallons is consumed daily.

Parks and Recreation Facilities:

- *Adopted Level of Service (LOS) Solid Waste:* 4.6 developed park acres per 1,000 population for each Regional Park Service Area (RPSA).
- *Available Capacity:* Capacity is available. The City's 71,017 population requires 326.68 developed park acres. The city currently owns and maintains 635.7 developed park acres, pursuant to the Summer 2026 Activity Guide released by the Recreation and Parks Department.

Solid Waste: The subject property is located within the City's service area; refuse pickup will be determined during the site plan or subdivision review process.

- *Adopted Level of Service (LOS) Solid Waste:* 3.54 pounds per capita per day for residential development.
- *Available Capacity:* Solid waste is transported to facilities outside of the City and the City's current contract allows for unlimited tonnage of solid waste.

Schools: The subject property is serviced by Saddlewood Elementary (operating at 96% capacity), Liberty Middle (operating at 93.34% capacity) and West Port High School (operating at 117.22% capacity). The Planned Development Plan may generate up to 75 additional Elementary School-aged students, up to 30 additional Middle School-aged students, and up to 41 additional High School-aged students. West Port High School is over capacity and will require payment of school impact fees as appropriate during the development review process. However, a new high school will open in 2026 that will allow for redistribution of students.

Table 4: Student Generation:

PD26-0001 Scenario					
School Level	**MFR Student Generation Rate**	**SFR Student Generation Rate**	**MFR Units 360**	**SFR Units 230**	**Total**
Elementary	0.137	0.107	50	25	**75**
Middle	0.055	0.043	20	10	**30**
High	0.066	0.071	24	17	**41**

Other Public Facilities:

Electric: The subject property is not in the Ocala Electric Utility service territory. The project will be serviced by Sumter Electric.

Internet: The subject property is not in an Ocala Fiber service area.

Stormwater: Due to the prior mining use, there are several low spots on the subject property within the AE FEMA Flood Zones. The concurrent PD Plan indicates that these areas will be incorporated into the amenity and drainage retention areas which service the property. For any future development, runoff must be retained on-site to match pre-development conditions. Facilities must be designed to provide flood protection for a 100 year, 24-hour storm event.

Fire Service: Ocala Fire Rescue Station #6 is located approximately 0.33 miles from the subject property, at 5220 SW 50th Court, which is within the desired industry standard of 1.5 miles for fire service.

Summary Staff Comments:

The subject property is adjacent to City Limits. Additionally, annexation will provide the city with jurisdiction and oversight for any future development of the property. Having direct decision-making authority over development will help the city ensure compatible and appropriate urban development. Further, the annexation and future development will promote the connection to city utilities, providing additional revenue to maintain public facilities.

Section 5 - Staff Findings and Recommendation

- The PD proposes an overall density of 7.16 units per acre and a maximum commercial FAR of 0.75, which is consistent with the Low Intensity Future Land Use range of minimum density of 3 dwelling unit/acre and maximum of 18 dwelling units/acre, and maximum allowed commercial FAR of 0.75.
- The proposed rezoning is consistent with existing land uses, the Comprehensive Plan, and the City's Code of Ordinances.
- City utilities are available at this location, and no level of service issues have been identified for public facilities as a result of the zoning amendment. Connection to sanitary sewer is possible through the Fore Ranch subdivision to the north of the subject property.

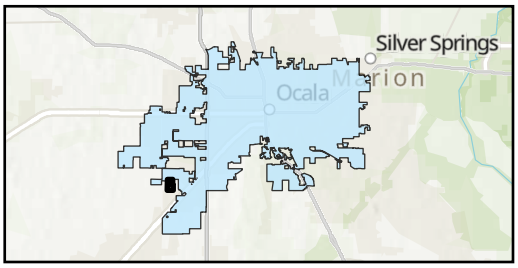
Staff Recommendation: Approval of PD26-0001 with conditions

Staff recommends approval with the following conditions:

1. The existing agricultural use shall cease within one year after zoning approval or prior to any future development of the site whichever occurs first.
2. The existing structures and septic system must be removed from the property prior to any future development of the property.
3. Connection to city public facilities will be required upon further development of the property.
4. All permitted uses by right within the B-2, Community Business shall be permitted within the PD.
5. All roadways within the development shall be privately owned and maintained.

6. A sidewalk along SW 52nd Street shall be provided with the appropriate phases of development that occur along the roadway.

CASE MAP

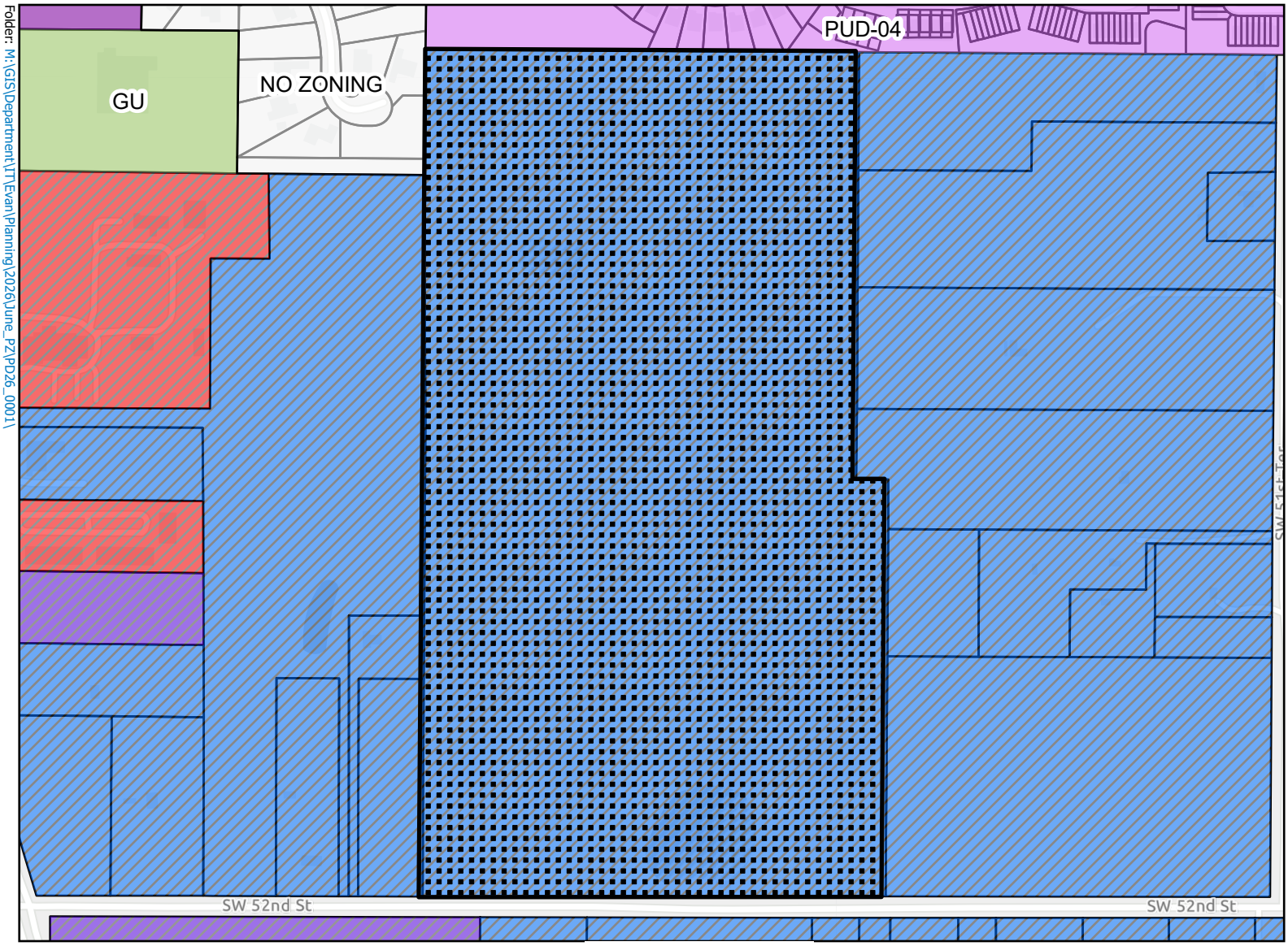


Case Number: PD26-0001

Parcel: 23835-000-00

Property Size: Approximately 82.1 Acres
Land Use Designation: County HR
Zoning: County A-1, General Agriculture

Proposal: Request for annexation to develop a mixed-use project



GU:Governmental Use
PUD-04:Planned Unit Development-4 Units
Planned Development
R-3:Multi-Family Residential
NO ZONING
A-1, General Agriculture (county)
B-2, Community Business (county)
PUD, Planned Unit Development (county)
Parcels
PD26-0001

0 500 1,000 2,000 Feet

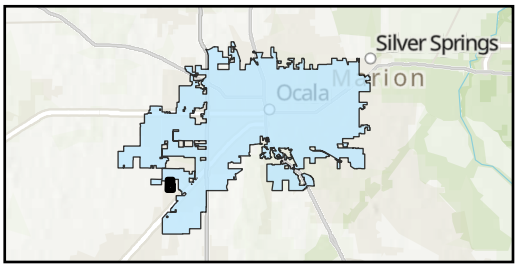
N

OCALA

This information is provided as a visual representation only and is not intended to be used as a legal or official representation of legal boundaries. All GIS data which is provided by the City of Ocala should be considered a generalized spatial representation which may be subject to revisions. The feature boundaries are not to be used to establish legal boundaries.For specific information contact the appropriate City of Ocala department or agency.

Prepared by the City of Ocala Growth Management Dept by ekrepps on 5/21/2026

AERIAL MAP

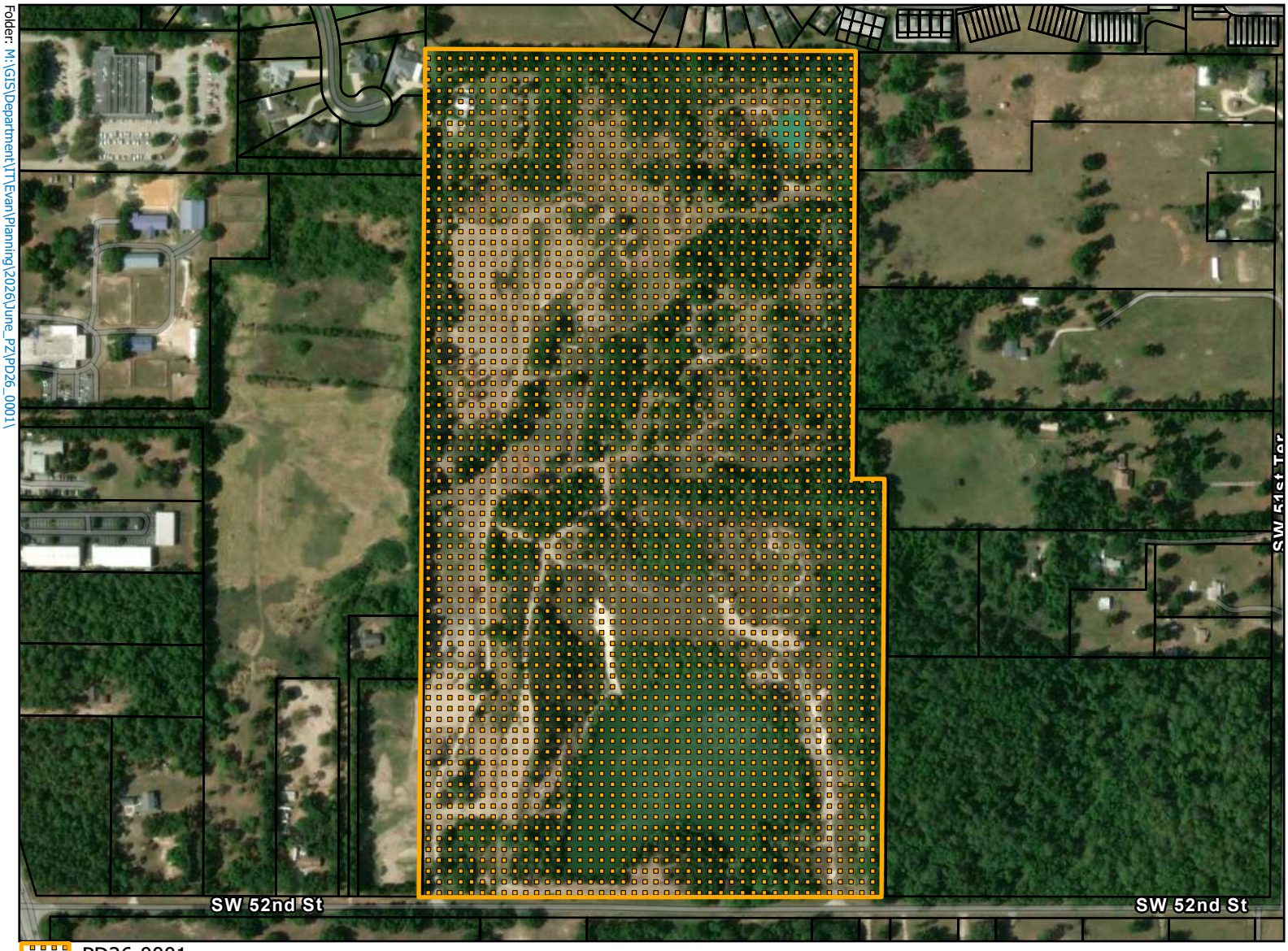


Case Number: PD26-0001

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Land Use Designation: County HR
Zoning: County A-1, General Agriculture

Proposal: Request for annexation to develop a mixed-use project



PD26-0001

Parcels

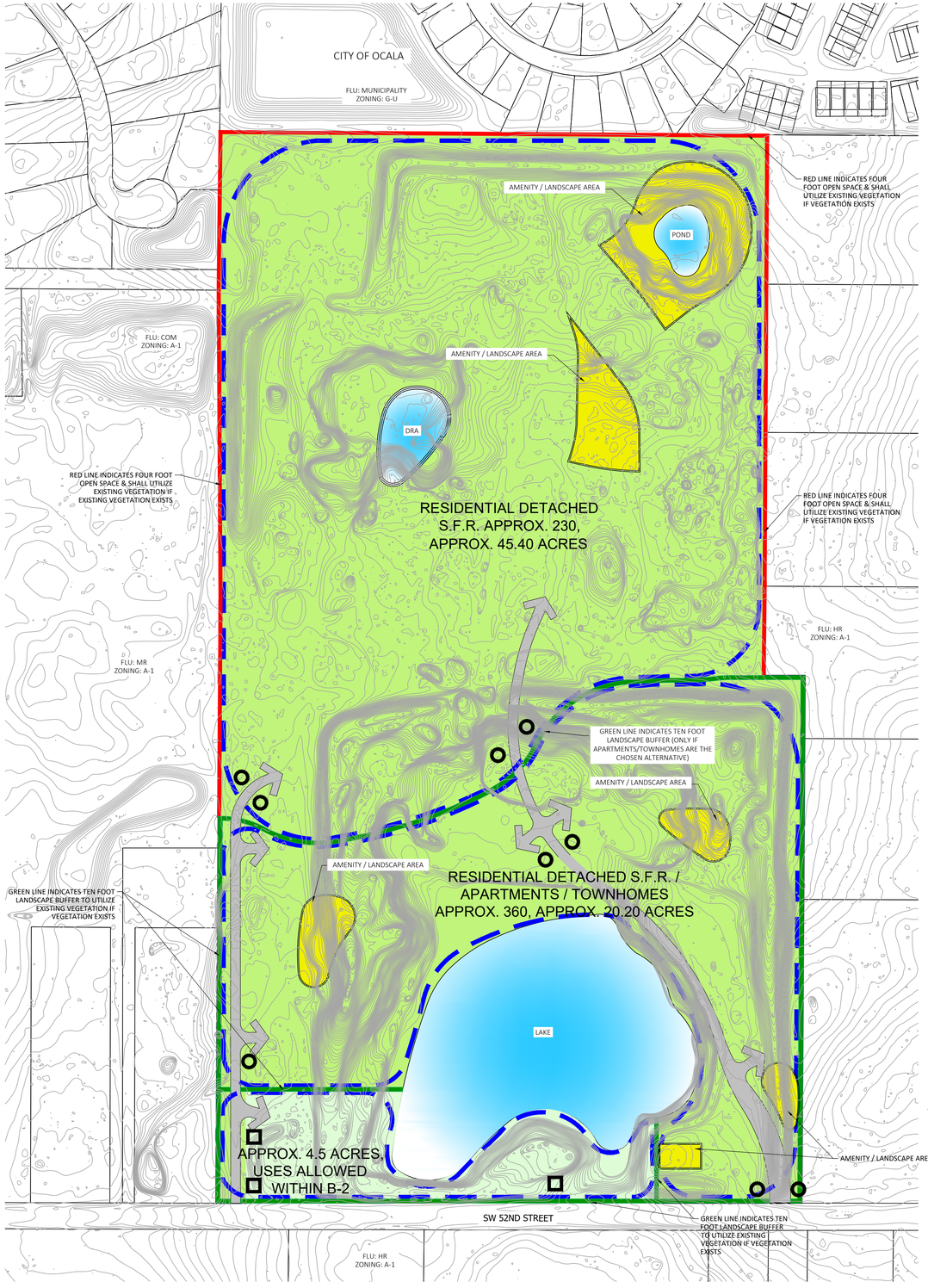
0 500 1,000 2,000 Feet

N

OCALA

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Prepared by the City of Ocala Growth Management Dep t by ekrepps on 5/21/2026



SITE DATA TABLE

OWNER/DEVELOPER:
OCALA 52 PARTNERS, LLC.
PO BOX 8388
FLEMING ISLAND, FL 32006-0011
PH: (904) 509-2255

PARCEL: 23835-000-00

PROJECT AREA:
TOTAL = 82.10 ± AC.

LAND USE & ZONING:
EXISTING FUTURE LAND USE: HR (COUNTY)
EXISTING ZONING: A-1 (COUNTY)
PROPOSED FUTURE LAND USE: LOW INTENSITY
PROPOSED ZONING: PD (CITY)

REQUIRED:

OPEN SPACE	20.52 ± AC. (25% of 82.10 Ac)
AGGREGATE OPEN SPACE:	2.05 ± AC. (10% of 20.52 Ac)

PROPOSED:

OPEN SPACE:	30.74 ± AC.
AGGREGATE OPEN SPACE:	2.87 ± AC.
BUFFERS:	1.73 ± AC.
TOTAL AS SHOWN:	35.34 ± AC. (43% of 82.10 Ac)

DENSITY:

RESIDENTIAL (77.60 AC) - MINIMUM DENSITY REQUIRED:	232 UNITS 3 UNITS / ACRE
RESIDENTIAL (77.60 AC) - MAXIMUM DENSITY ALLOWED:	1,396 UNITS 18 UNITS / ACRE

PROPOSED NOT TO EXCEED 590 UNITS TOTAL

COMMERCIAL AREA (APPROX. 4.50 AC): LIMITED TO B-2 USES AND DEVELOPMENT STANDARDS. (FAR NOT TO EXCEED 0.75 AND SQUARE FOOTAGE NOT TO EXCEED 147,000 SF.)

N

0' 150' 300'

SCALE IN FEET
1" = 150'

NOTES:

1. ALL RIGHT-OF-WAY RADII AT INTERSECTIONS TO BE 25'.
2. PRIVATE ROAD STATUS WITH 40' - 80' RIGHT-OF-WAY WIDTH TOGETHER WITH 10' UTILITY EASEMENT.
3. ALL LOTS IN THIS SUBDIVISION WILL BE SERVED BY CENTRAL WATER AND SEWER.
4. ALL LOTS/TRACTS IN THIS SUBDIVISION SHALL USE THE INTERNAL SUBDIVISION ROADWAYS FOR DRIVEWAY/VEHICLE ACCESS.
5. ALL CONSTRUCTION COVERED BY THESE PLANS SHALL COMPLY WITH THE MATERIAL REQUIREMENTS AND QUALITY CONTROL STANDARDS CONTAINED IN THE CITY OF OCALA LAND DEVELOPMENT CODE.
6. HOME OWNERS ASSOCIATION IS RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF BOTH NEW AND REPLACEMENT QUADRANT STREET SIGNS.
7. WATER/ SEWER UTILITIES PROVIDED BY THE CITY OF OCALA UTILITIES DEPARTMENT.
8. H.O.A. IS RESPONSIBLE FOR THE STORM WATER MAINTENANCE.
9. ACCESSORY STRUCTURES SHALL CONFORM TO THE BUILDING SETBACKS AS ALLOWED IN RESIDENTIAL ZONING.
10. ADDITIONAL PERMITS WILL BE REQUIRED FOR SIGNAGE, WHICH MAYBE LOCATED IN BUFFER EASEMENT.
11. PROPOSED TO BE ANNEXED INTO THE CITY OF OCALA.

GENERAL NOTES:

1. THE PROJECT MAY BE DEVELOPED IN MULTIPLE PHASES, AT THE DISCRETION OF THE DEVELOPER. THE DEVELOPER SHALL NOTIFY THE CITY OF PROPOSED PHASING CHANGES AT THE TIME OF SITE PLAN SUBMITTAL(S). EACH PHASE MAY INCLUDE TEMPORARY SUPPORT TRAILERS (INCLUDING BUT NOT LIMITED TO SALES, CONSTRUCTION, DEVELOPMENT AND REAL ESTATE OFFICES) WHICH WILL BE REMOVED UPON COMPLETION OF WORK IN EACH APPLICABLE PHASE. INFRASTRUCTURE NECESSARY TO SUPPORT EACH PHASE OF THE PROJECT SHALL BE CONSTRUCTED CONCURRENTLY WITH THAT PHASE AS A CONDITION OF PLATTING AND/OR SITE PLAN APPROVAL.
2. ALL BUFFERS SHALL ADHERE TO THE CITY OF OCALA LDC STANDARDS FOR ADJOINING USES ON THE EXTERIOR OF THE P.U.D. BOUNDARIES EXCEPT AS OTHERWISE DEFINED WITHIN THE SUBMITTED DOCUMENTS. NO INTERNAL BUFFER SHALL BE REQUIRED AND LEFT UP TO THE DISCRETION OF THE DEVELOPER.
3. APPLICANT RESERVES THE ABILITY TO REARRANGE OR MODIFY LOCATION OF HOUSING UNIT TYPES PRIOR TO APPROVAL OF FINAL MASTER PLAN. PROVISIONS FOR ADEQUATE BUFFERS WILL BE PROVIDED.
4. THIS PROJECT MAY BE PLATTED AS FEE-SIMPLE LOTS.
5. THIS PROJECT IS ENTIRELY WITHIN FLOOD ZONE X AND AE BASED ON FEMA MAP 12083C0514E.
6. PROPERTY LOCATED IN SECONDARY SPRINGS PROTECTION ZONE.
7. LANDSCAPE PLANS (TREE PRESERVATION & MITIGATION) WILL BE CONTEMPLATED IN THE IMPROVEMENT PLAN STAGE OF THIS DEVELOPMENT

DEVELOPMENT NOTES

1. ROADS, DETENTION AREAS, AND COMMON AREAS WILL BE CONSTRUCTED BY THE DEVELOPER AND WILL BE EVENTUALLY MAINTAINED BY DECLARANT HOA/POA .

ARCHITECTURAL STYLE

NOTES: FACADE COLORS SHALL BE LOW REFLECTANCE, SUBTLE, OR NEUTRAL TONE COLORS. BUILDING TRIM AND ACCENT AREAS MAY FEATURE BRIGHTER COLORS, INCLUDING PRIMARY COLORS.

APARTMENTS TYPICAL SETBACKS

APARTMENTS MINIMUM BUILDING SETBACKS:

BUILDING SEPARATION -	30' MIN.
BUILDING SETBACK FROM E.O.P. -	15' MIN.
BUILDING HEIGHT-	50' MAX.
BUILDING SETBACK FROM PERIMETER -	25' MIN.

INGRESS/EGRESS EASEMENT - 30' + 10' UTILITY EASEMENT TWO SIDES

COMMERCIAL:

DEVELOPMENT TO OCCUR AS COMPLIANT TO B-2 / B-2 A DEVELOPMENT STANDARDS.

SIGN LOCATIONS:

- COMMERCIAL SIGN
- RESIDENTIAL SIGN

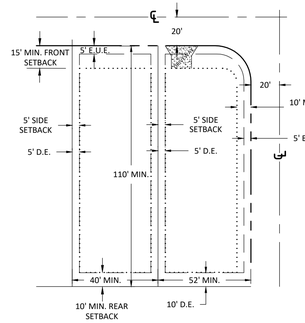
*SIGN LOCATIONS ARE PRELIMINARY AND ARE SUBJECT TO CHANGE

AM AND PM PEAK HOUR TRIPS

ITE 210 (230 UNITS):	AM = 168 TRIPS PM = 226 TRIPS
ITE 221 (360 UNITS):	AM = 120 TRIPS PM = 152 TRIPS
ITE 820 (100,000 SF):	AM = 202 TRIPS PM = 543 TRIPS
ITE 931 (47,000 SF):	AM = 34 TRIPS PM = 367 TRIPS



VICINITY MAP
SCALE: 1" = 2000'

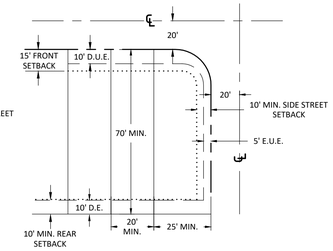


S.F.R. TYPICAL LOT DETAIL

N.T.S

S.F.R. MINIMUM BUILDING LOT LINE SETBACKS:

FRONT -	15' MIN.
REAR -	10' MIN. (5') ACCESSORY
SIDE -	5' MIN. (5') ACCESSORY
SIDE STREET -	10' MIN. (5') ACCESSORY
BUILDING HEIGHT -	35' MAX.



TOWNHOMES TYPICAL LOT DETAIL

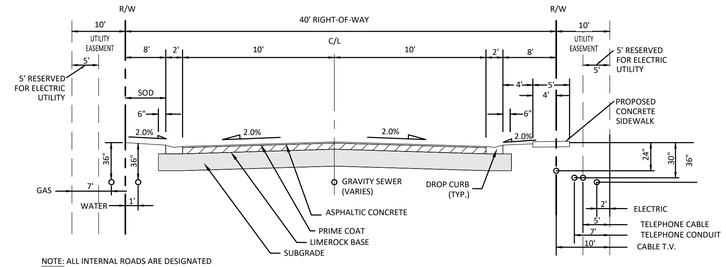
N.T.S

TOWNHOMES MINIMUM BUILDING LOT LINE SETBACKS:

FRONT -	15' MIN.
REAR -	10' MIN. (5') ACCESSORY
SIDE -	0'
SIDE STREET -	10'
BUILDING HEIGHT -	35' MAX.

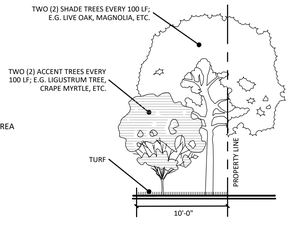
TOWNHOMES MINIMUM BUILDING PROPERTY LINE SETBACKS:

FRONT -	15' MIN.
REAR -	10' MIN. (5') ACCESSORY
SIDE -	10' MIN.
SIDE STREET -	10'
BUILDING HEIGHT -	35' MAX.



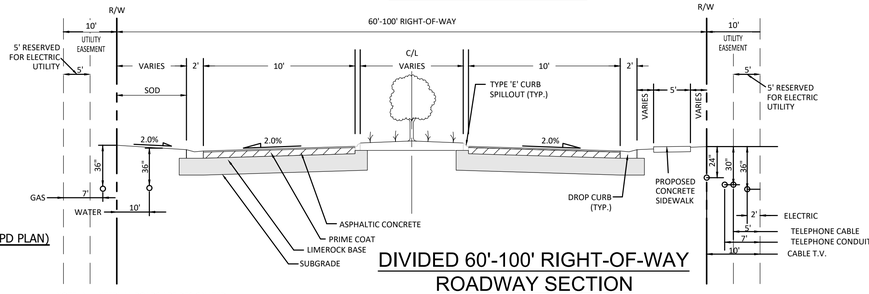
NOTE: ALL INTERNAL ROADS ARE DESIGNATED LOCAL, PRIVATE

40' PRIVATE LOCAL RIGHT-OF-WAY ROADWAY SECTION



10' LANDSCAPE BUFFER (INDICATED BY GREEN LINE ON PD PLAN)

BUFFER SHALL CONSIST OF A 10-FOOT WIDE LANDSCAPE STRIP WITHOUT BUFFER WALL. THE BUFFER SHALL CONTAIN AT LEAST TWO (2) SHADE TREES AND TWO (2) ACCENT/ORNAMENTAL TREES FOR EVERY 100 LINEAL FEET OR FRACTIONAL PART THEREOF.



NOTE: ALL INTERNAL ROADS ARE DESIGNATED LOCAL, PRIVATE

DIVIDED 60'-100' RIGHT-OF-WAY ROADWAY SECTION

N.T.S

Tillman & Associates
ENGINEERING, LLC.
CIVIL ENGINEERING - PLANNING - LANDSCAPE ARCHITECTURE - ENVIRONMENTAL
1720 SE 16th Ave. Bldg 100, Ocala, FL 34471
Office: (352) 387-4540 Fax: (352) 387-4545

REVISIONS

DATE

OCALA 52 PARTNERS
CITY OF OCALA, FLORIDA

BUBBLE DIAGRAM

DATE 01/20/2026
DRAWN BY SM
CHKD. BY JH
JOB NO. 25-0119

SHT. 1

NOT VALID UNLESS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER

Ocala 52 Partners

PD Standards

Prepared For:

Ocala 52 Partners, LLC

Prepared: January 2026
Revised: April 2026

Tillman & Associates
ENGINEERING, LLC.
Civil Engineering . Environmental . GIS . Land Planning . Landscape Architecture
1720 SE 16th Ave, Bldg. 100 Ocala, Fl 34471
Phone: 352.387.4540 Fax: 352.387.4545
www.tillmaneng.com

2026

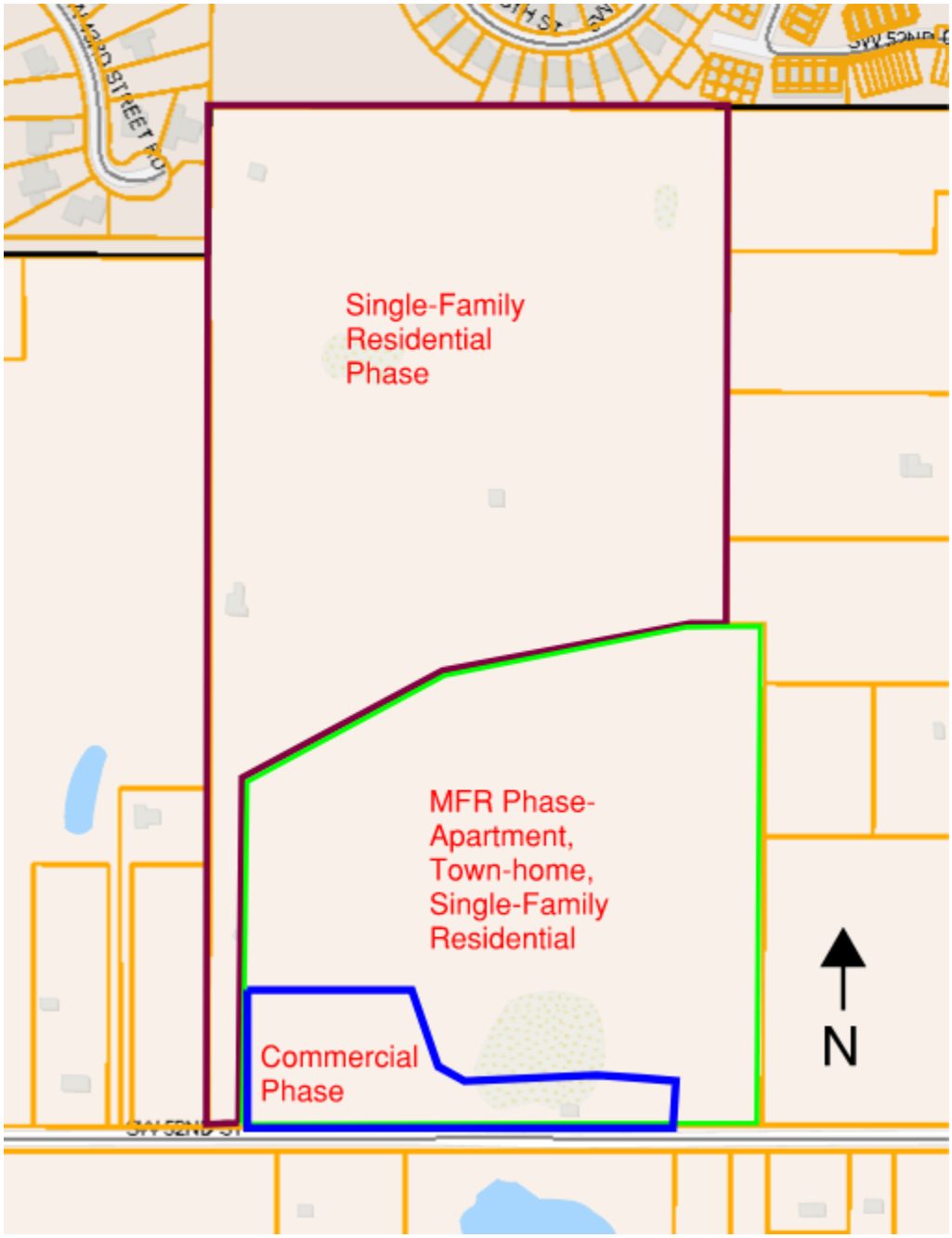
Tillman & Associates
ENGINEERING, LLC.

Tillman & Associates ENGINEERING, LLC.

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Phasing:


Single-Family
Residential
Phase
MFR Phase-
Apartment,
Town-home,
Single-Family
Residential
Commercial
Phase
N

Introduction:

The Ocala 52 Partners, LLC Planned Development (PD) comprises approximately 82.10 +/- acres formerly in the unincorporated area of Marion County. An application has been filed to annex into the City of Ocala. It is located at 5575 SW 52nd Street. The property is located within an area that is adjacent to residential and agriculturally zoned parcels. This site was formerly a mining operation but has since ceased to operate as a mine for some time. The adopted land use of low intensity supports the goals defined in the City's Comprehensive Plan. The PD Plan for Ocala 52 Partners, LLC provides a guideline for the development patterns, design qualities, and transportation systems, at a conceptual level, for this project.

These Standards serve as the foundation for the planning development efforts of the plan, consistent with the provisions of the City's Planned Development district and Low Intensity Future Land Use classification. In compliance with the City's PD requirements, the Ocala 52 Partners, LLC PD Plan is comprised of several components intended to provide assurance that the development of the property complies with the standards and requirements of the City's Comprehensive Plan and Chapter 122 of the Code of Ordinances. The PD Plan and Design Standards are the culmination of a comprehensive and collaborative planning process designed to provide the framework for the development within this area. The PD Plan identifies and graphically depicts the proposed development and provides the land uses and density/intensity envisioned within each area. The phase uses have been noted in Table 1 to further identify respective design standards and other guiding principles.

The Development Standards may be amended by the Applicant and/or their designee, from time to time, to reflect changes in market conditions and development processes. The PD Plan includes Standards that have been developed based on existing site features, available infrastructure, and the City's overall vision for the area. The PD Plan provides sustainable land use which is compatible internally and with adjacent properties. The Standards provide flexibility to best respond to current and future market forces, changes in building and development patterns and community demographics. The project's proposed densities and intensities are consistent with the Low Intensity Future Land Use classification of the city's adopted Comprehensive Plan. The project will be designed to provide compatibility with adjacent properties and land uses transitions between land uses.

Table 1: Ocala 52 Partners Land Use Classification

Land Use	Intent
SFR - Single-Family Residential	Detached Residential lots
MFR - Multi-Family Residential	Townhomes, Apartments, and/or Detached Residential lots
COM - Commercial	The following uses as allowed within B-2: ***General Retail***: Bakery Store, Drugstore, Electronics Store, Furniture Store, Grocery Store, Hardware Store, Home Decorating Store, Pharmacy, Roadside Fruit and Vegetable Sales, Specialty Retail Store, Used Merchandise Store. ***Service Uses:*** General Business Service, Parking Lot, Security System Services. ***Eating or Drinking Establishment:*** Alcoholic Beverage Establishment (on & off premises consumption), Fast Food Restaurant, Restaurant (enclosed) optional drive through window as an accessory use. ***Hospitality and Tourism:*** Antique Gallery/ Art Gallery/ Museum. ***Office Use:*** Commercial Photography, Computer Maintenance and Repair, Financial Institution, Photocopying and Duplicating service, Photofinishing laboratory, Prepackaged software services, Print Shop, Professional and Business Office. ***Personal Services:*** Hairstyling shop, Coin operated laundry and dry cleaning, mini-warehouses, Beauty Salon, Massage Parlor, Automobile cleaning and detail service. ***Community Service:*** Church/place of worship, Day care facility, Private Club. ***Recreational Use:*** Commercial Recreation indoor, Dance/art/music studio, Physical Fitness Center, Recreation Facility indoor, Park/Open space area. ***Health Care:*** Medical and Dental Offices, Professional Offices (real estate, Attorney, Architect, Engineer, etc.), Small animal Veterinarian office. Indoor Microbrewery/micro distillery. ***Residential:*** Attached residents as an accessory to a business. May be above the commercial structure or attached to commercial structure.

Overall Guiding Principles:

The Ocala 52 Partners, LLC PD consists of residential uses ranging from single-family to multi-family apartments. The south boundary along SW 52nd Street will have commercial land uses that include uses allowed in the B-2 which includes retail, restaurant, medical, or professional offices. Refer to Table 1 above for available uses. Each phase within the PD will develop into a safe, attractive, sustainable, connected, and economically viable destination. The following specifications are intended to provide a framework for development and provide for implementation of the overall vision.

Architecture

- The images shown on pages 12-15 of this document are merely examples and are for visual representation only.
- Architectural style shall be cohesive in nature for each use within the development.
- Buildings shall include architectural features that provide visual interest, break up aesthetically similar areas, and recognize local character. Predominant exterior building materials shall be compatible with materials used by surrounding properties, including but not limited to brick, wood, sandstone, and other types of stone and textured concrete masonry units.
- Façade colors shall be low reflectance, subtle, or neutral tone colors. Building trim and accent areas may feature brighter colors, including primary colors.
- Buildings should be organized and arranged to reinforce the primary street edges, to provide for transit opportunities (when appropriate), and to complement the topography, vegetation, or other natural features of the site.
- The overall site design intent shall be to strengthen building-to-street relationships and to reinforce a balance between pedestrian and vehicular movements. The location of a building entrance is a key design element that can enhance or detract from a strong building/pedestrian connection. Emphasis shall be placed on logical and rational building entrances and the connection to the primary road frontage of the building.
- The location and design of surface parking is important in establishing the character of the project.
- Building designs within individual developments or sub-Pods should complement one another through design and/or use of similar building materials and consistent landscape design.

- The project architecture shall promote and enhance a pedestrian scale and orientation on any façade facing a street, through building articulation, transparency, or other design treatments.
- Building form should articulate site access points and other points of interest to assist in pedestrian and vehicular wayfinding.
- Buildings should be articulated to highlight access to building entrances and public/common spaces. Design elements may include but not limited to, canopies, overhangs, recesses, projections, arcades, arches, or display windows.
- The street network should be safe and interconnected, and should support multiple modes of travel including vehicular, bicycling, pedestrian, and transit where applicable.
- Streets and the roadway network should promote pedestrian activity in a safe and comfortable environment.
- Buildings shall be organized to group the utilitarian functions away from the public view from public streets. Delivery and loading operations, HVAC equipment and A/C condensers, dumpster locations, backflow preventers and other utility and service functions shall be screened and incorporated into the overall design of the building and landscaping as required per code.
- Dumpsters shall be screened; designs and construction materials should complement the primary building.
- Vehicular service areas for multiple buildings are encouraged to be consolidated whenever possible.
- Full access driveways should be designed to minimize congestion on streets through the use of shared use entry drives at predetermined median openings.
- Pedestrian and automobile traffic should be separated to the extent possible. Where such traffic conflicts occur, consideration should be given to special paving or similar techniques to clearly mark such crossings.
- Large parking areas should contain clearly defined pedestrian corridors to provide safe access to adjacent buildings.
- Crosswalks may use enhanced paving materials that are complementary to adjacent development.
- Public space may be coordinated with water management facilities to provide amenities, such as water feature overlooks, or paths.
- Driveway and parking lot areas should be illuminated for safe maneuvering of motor vehicles. Lighting assemblies along driveways shall be consistent in type and color, with those used in the common areas and should generally not exceed 20 feet in height;

pedestrian level lighting should generally not exceed 15 feet in height. Light fixtures may allow for additional elements such as noncommercial banners or hanging planters. Lighting must include cut-off fixtures to minimize light pollution on adjacent properties.

- Commercial development shall comply with Division 29 Chapter 122. Compliance shall be demonstrated at the time of site plan submittal.

Site Lighting

- Light fixtures shall be appropriately designed and not impede the vision of pedestrians and motorist.
- Street lights shall have uniform motif and finish to provide continuity throughout the site.
- Light fixtures shall not exceed the following heights:
  - Parking lots - 30 feet
  - Pedestrians -20 feet
- The design of site and street lighting shall include existing and future tree locations to maintain appropriate levels of illumination.
- Promote use of LED lighting
- Light fixtures and security lighting shall be cut-off fixtures.
- Promote use of “dark sky” principles and practices.

Amenities

- Usable aggregate open space as required Sec. 122-942(a)(4)(d) will comprise amenities comparable to those shown on page 16 or amenities of equivalent value to future residents. Proposed uses such as but not limited to shall include pickle ball courts, playground equipment, covered pavilion, dog park, walking trails that enhance the existing features on site.

Landscape

- Plants shall be Florida No. 1.
- Landscape plantings should include a diverse combination of deciduous and evergreen trees, shrubs, grasses, and ground covers.
- Drought tolerant plants are encouraged.
- Promote low-use irrigation.
- Landscape materials that are problematic invasive are prohibited.
- Shade trees shall be 10’ away from underground utilities.
- Shade trees shall be 4’ away from edge of pavement, curb, or sidewalk.
- Shade trees shall not conflict with buildings.

- Landscape Plans, including Tree Mitigation and Tree Preservation, to be provided at time of improvement plan submittal.

Development Standards:

The Ocala 52 Partners, LLC PD is intended to provide flexibility in design while meeting the City's intent for development of the area. The Ocala 52 Partners, LLC PD Standards and supporting application materials provide for a high standard of development and minimize impacts to and from adjoining land uses. The commercial and other uses are intended to provide convenient access for walking and bicycling for residents of the area. The overall program distribution may be adjusted according to the needs of the community in accordance with the City's land development regulations, providing the total densities and intensities included in the PD Plan are not exceeded. The Ocala 52 Partners, LLC PD Plan provides appropriate buffers, setbacks and development standards to mitigate impacts existing adjoining residential uses.

*These standards apply in addition to the City of Ocala Land Development Regulations. In cases where these standards conflict with the requirements of the Land Development Regulations, then normal code requirements will apply. ***These standards deviate from normal requirements.***

Tillman & Associates ENGINEERING, LLC.

Table 2-1: Development Standards

Standard	Requirement
Lot Size and setbacks*	**See Development Table Below**
Accessory structures*	Auxiliary uses such as but not limited to AC/HVAC units, generators, gas tanks, condensers, backflow preventors, and other utilities and services shall be allowed to encroach into setbacks. This deviates from Section 122-252 & 122-254.
Parking	Parking shall be pursuant to Section 122, Article VI, Division 2 of the Code of Ordinance. Developments may provide shared parking facilities as permitted by City Code or detailed parking study.
Signage	See Signage plans on pages 19-22 for further details.
Buffers	See cross section on page 18 for further details. Shall comply with Sec. 122-260 (1), (2), (4), (9), and (10).
Open Space	There shall be a minimum open space requirement of 25 percent of the total gross acreage for all development in a mixed-use PD project. At least ten percent of the total required open space shall be in usable aggregate form. Aggregate open space is defined as common open space areas that are designed and intended for use by all occupants/residents of a PD (Sec. 122-942(a)(4)(d)).
Building Materials	25% of the street facing side of a building and signs shall have a minimum of two different but complimentary materials. Refer to the included Architectural Styles for Single-Family Residence, Townhomes Residence, and Apartments as examples of residential materials.
Access	Project shall provide at least two accesses to public or private road as generally illustrated on the PD Plan.
Residential Blocks*	Residential blocks required to be between 300'-600' in length. LDR Sec 114-95 (b). Residential blocks may range from 199'-1,050' in length.
Sidewalks*	Sidewalks are being constructed on one side of internal streets. Sidewalk to be deferred for construction along SW 52nd Street until such time the City of Ocala deems necessary to install. This is deviating from Sec. 114-92 (b) (c) (d).
Streets*	Refer to cross-section provided on page 17 below. This is deviating from 114-91 (m) (n). Requesting private road status with 40' min. width ROW.

Unified Control	The project area is currently under single ownership. All roads and DRAs shall be private and maintained by an established POA or HOA.
Landscape, and Tree Mitigation*	Landscape & Tree Mitigation plan to be deferred to Improvement Plan submittal. Section 122-943(a) (12) (13) requires submittal at PD.

Table 2-2: Development Standards

Proposed Uses	
Category	Uses
COM	B-2 (Community Business District) uses
SFR	Residential Lots
MFR	Townhomes
APT	Apartments
ACCESSORY	Commercial to consist of storage/ maintenance buildings. Residential to consist of similar uses as allowed in section 122-254 of the Code. Accessory uses may be permitted in rear or side yard provided setbacks are met. No accessory dwelling units such as a guest cottage is being proposed.

PROPOSED DEVELOPMENT STANDARDS

STRUCTURE TYPE		MINIMUM LOT			MINIMUM SETBACKS						MAX HEIGHT
		WIDTH	DEPTH	AREA	FRONT	REAR	SIDE/CORNER	BUILDING SEPARATION	SETBACK FROM EOP	SETBACK FROM PERIMETER	
COM	PRINCIPLE	N/A	N/A	N/A	N/A	N/A	N/A	30'	N/A	25'	50'
	ACCESSORY	N/A	N/A	N/A	N/A	5'	5'/5'	N/A	N/A	N/A	30'
SFR	PRINCIPLE	40'	110'	4,400 SF	15'	10'	5'/10'	N/A	N/A	N/A	35'
	ACCESSORY	N/A	N/A	N/A	*	5'	5'/5'	N/A	N/A	N/A	20'
APT	PRINCIPLE	N/A	N/A	N/A	N/A	N/A	N/A	30'	N/A	25'	50'
	ACCESSORY	N/A	N/A	N/A	*	5'	5'/5'	N/A	N/A	N/A	30'
MFR - TOWNHOMES (FEE SIMPLE)	PRINCIPLE	20'	70'	1,400' SF	15'	10'	0'/10'	N/A	N/A	N/A	35'
	ACCESSORY	N/A	N/A	N/A	*	5'	5'/5'	N/A	N/A	N/A	20'
MFR - TOWNHOMES (RENTAL)	PRINCIPLE	20'	70'	1,400 SF	15'	10'	0'/10'	30'	15'	25'	35'
	ACCESSORY	N/A	N/A	N/A	*	5'	5'/5'	N/A	N/A	N/A	20'

Commercial- Intensity (Min and Max FAR)	0.0 (Min.); .75 (Max.) - Commercial Area not to exceed 147,000 SF.
SFR Detached- Density (Min and Max per GA)	3 DU/ per Gross Acre; 18 DU/ per Gross Acre – Residential not to exceed 8 units per acre.
Multi-family/Townhomes/Apartments Density (Min and Max GA)	3 DU/ per Gross Acre; 18 DU/ per Gross Acre – Multi- Family not to exceed 18 units per acre.

Architectural Styles: Single Family Residence



Single Story



Two Story



Interior Design

Townhomes (fee-simple or rentals)





Interior Design



Multi-Family Apartments





Interior Design



Commercial structures, such as but not limited to below, subject to change at time of development in order to be unified with surrounding theme and environment:



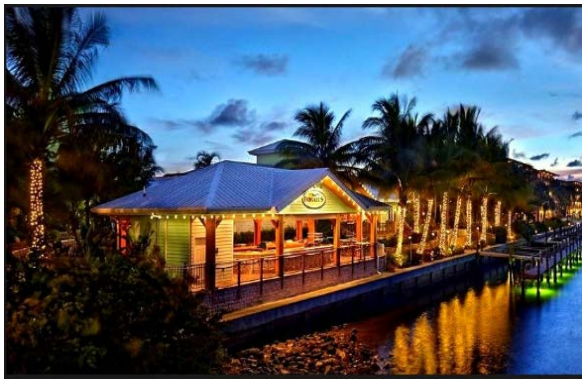






Restaurant style atmosphere adjacent to waterbody. Intended to be similar, however subject to change at time of development in order to be unified with the surrounding theme or environment.





Amenities:

Playground Equipment



Sidewalks



Pickle Ball Courts



Covered Pavillion



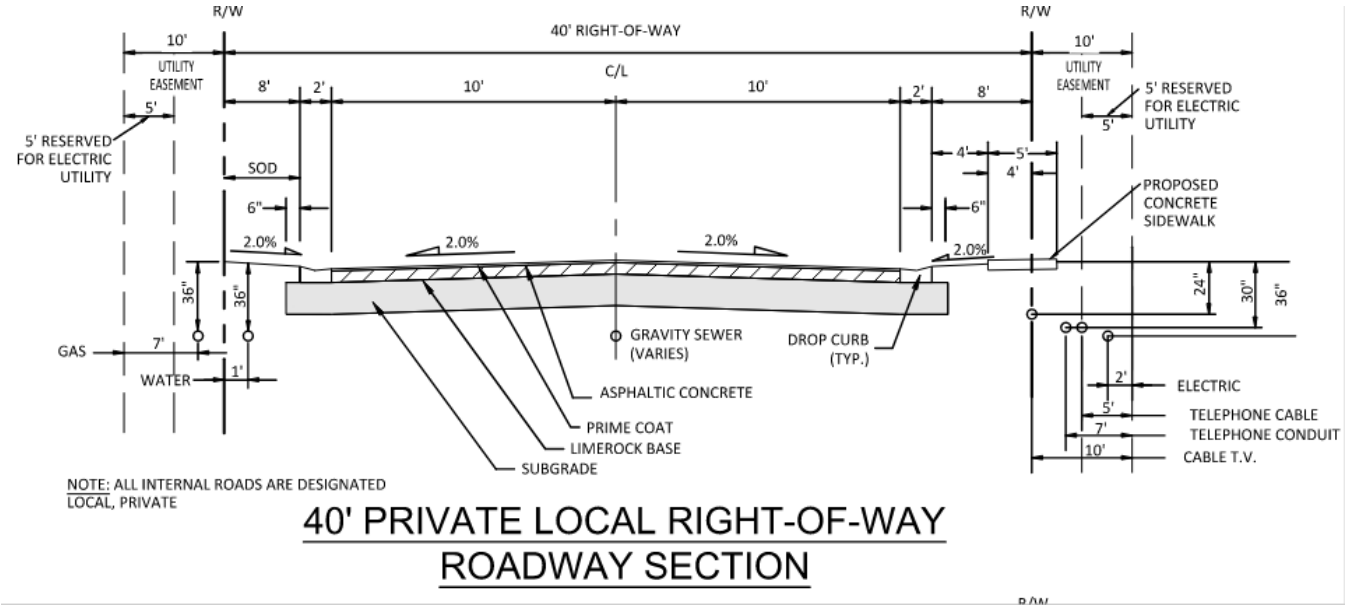
Dog Park



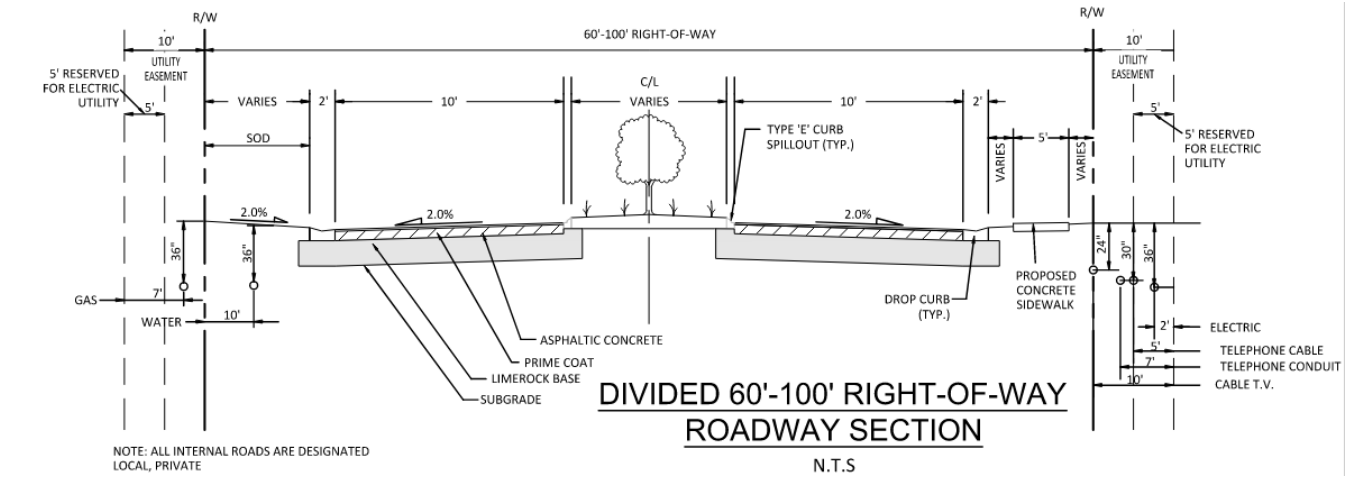
Walking trail with pervious material



Roadway Sections:

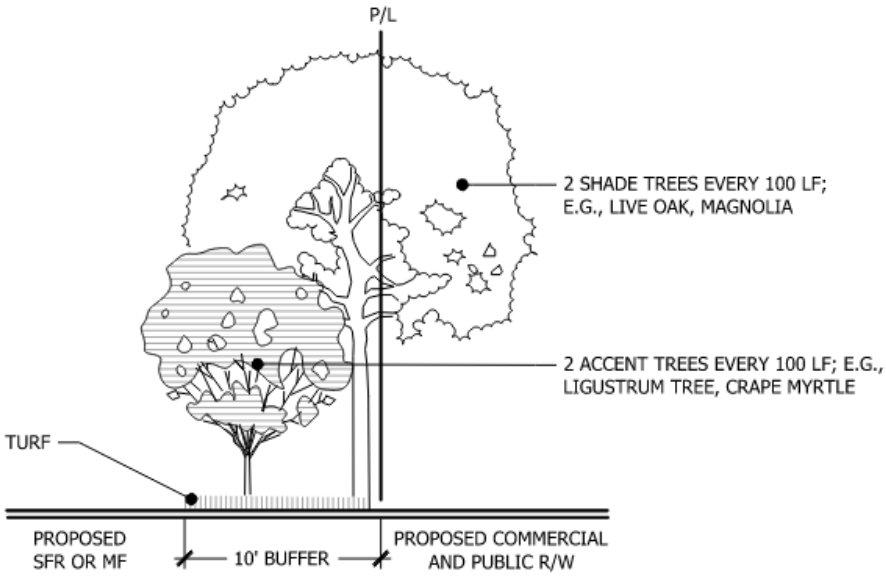


40' PRIVATE LOCAL RIGHT-OF-WAY
ROADWAY SECTION



DIVIDED 60'-100' RIGHT-OF-WAY
ROADWAY SECTION
N.T.S

Buffer Cross Section:



10' LANDSCAPE BUFFER

NOT TO SCALE

10' LANDSCAPE BUFFER

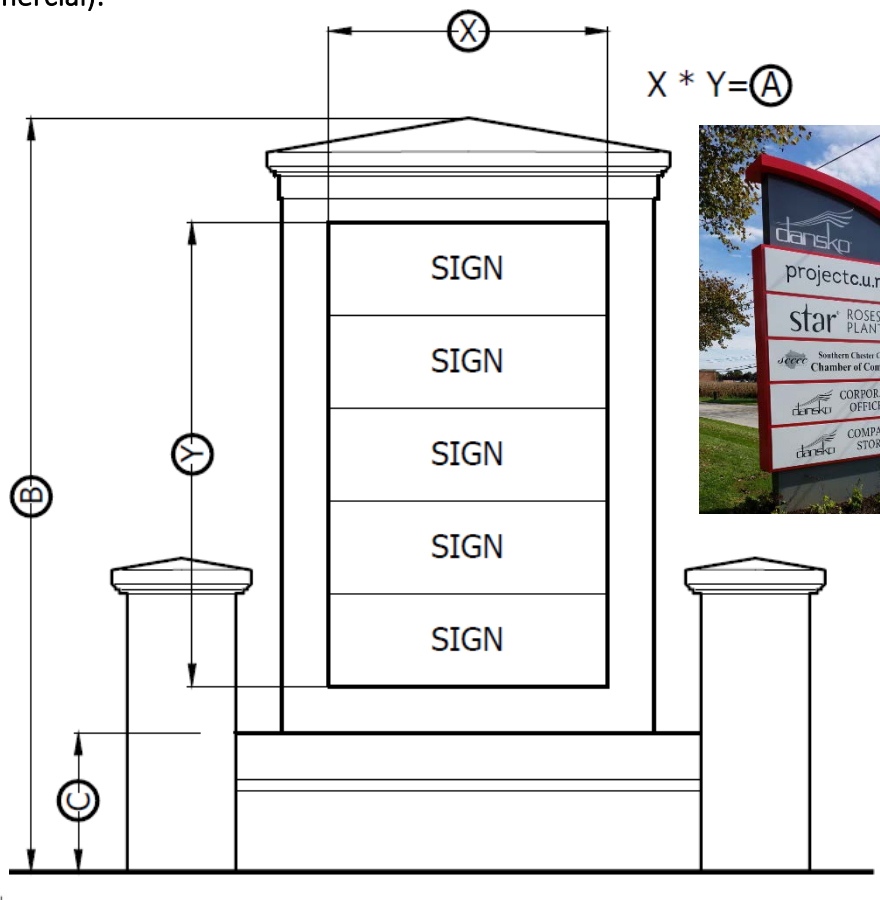
BUFFER SHALL CONSIST OF A 10-FOOT WIDE LANDSCAPE STRIP WITHOUT A BUFFER WALL. THE BUFFER SHALL CONTAIN AT LEAST TWO SHADE TREES AND TWO ACCENT/ORNAMENTAL TREES FOR EVERY 100 LINEAL FEET OR FRACTIONAL PART THEREOF.

Signage

- Entrance monuments / signs shall be located to create an arrival threshold.
- Sign construction and placement shall comply with Florida Department of Transportation regulations, e.g. line -of-sight safety requirements.
- Signs shall complement the building architecture through style, material, and color.
- Signs shall not adversely impact the vision of pedestrians and motorist.
- Wall signs shall have maximum total of 64 square feet. The maximum sign area shall be 24 square feet per sign.
- Interior signage such as directional or not visible from SW 52nd shall comply with Code with exception to provisions of this PD standards.

Entrance Sign (Commercial):







Entrance Sign (Commercial):

Description

- Signs are subject to the requirements set forth in Ocala Code of Ordinances Chapter 110.

Standards

- Signs shall be set back a minimum of five feet from public rights-of-way.
- Multi-tenant signs shall have two different but complimentary materials for example cultured stone and stucco. Signs shall complement each other to create a cohesiveness throughout the development.
- Sign shall have a maximum of 5 cabinets.

Dimensions

• Sign area maximum = 128 sf each side		**A**
• Height (max):	**20’**	**B**
• Pedestal height (min/max)	**3’/ 6’**	**C**

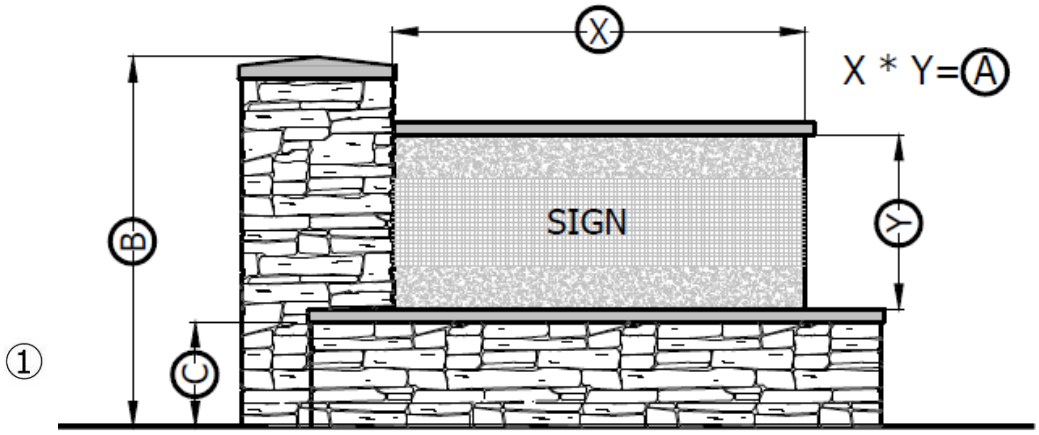
Number of Signs

- One freestanding sign structure shall be permitted for each public right-of-way entrance on private property or as delineated on PD Plan provided.
- Interior or directional signage not to exceed 10 square feet in size or 8 feet in height.

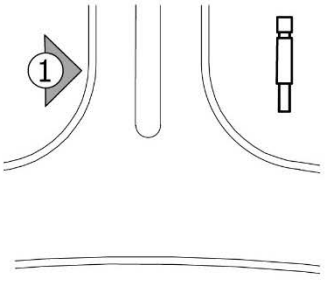
Prohibitions

- Any sign which constitutes a traffic hazard or a detriment to traffic safety by reason of its size, location, movement, content, coloring, or method of illumination.
- Signs which move or give the appearance of moving, including banners, pennants, streamers, string pennants, balloons and all other signs which flutter, undulate, swing, oscillate, rotate, or otherwise move by natural or artificial means.
- Roof signs that are constructed or maintained upon the roof of any building or any wall sign extending more than thirty-six (36) inches above the roof line or parapet wall of a building.
- Signs should not interfere with views of buildings.
- Excessive number of individual signs.

Entrance Sign (Residential):









Entrance Sign (Residential):

Description

- Signs are subject to the requirements set forth in Ocala Code of Ordinances Chapter 110.

Standards

- Monument signs must display the street address of the property. Where multiple addresses exist with the same street frontage, the highest and lowest street address numbers must be identified. Numbers must be a minimum of 8 inches in height and be visible from both directions of travel.
- Monument signs must be set back at least 10' from side lot line and 5 feet from R.O.W.
- Monument signs shall have two different but complimentary materials for example cultured stone and stucco. Signs shall complement each other to create a cohesiveness throughout the development.

Dimensions

• Sign area maximum = 32 sf each side		A
• Height (max):	**12'**	**B**
• Pedestal height (min/max)	**3'/ 6'**	**C**

Number of Signs

- Two monument signs (one at each entry) are allowed along street frontage. Please refer to PD Plan for proposed locations of signage.
- Interior or directional signage not to exceed 10 square feet in size or 8 feet in height.

Prohibitions

- Any sign which constitutes a traffic hazard or a detriment to traffic safety by reason of its size, location, movement, content, coloring, or method of illumination.
- Signs which move or give the appearance of moving, including banners, pennants, streamers, string pennants, balloons and all other signs which flutter, undulate, swing, oscillate, rotate, or otherwise move by natural or artificial means.
- Roof signs that are constructed or maintained upon the roof of any building or any wall sign extending more than thirty-six (36) inches above the roof line or parapet wall of a building.
- Signs should not interfere with views of buildings.
- Excessive number of individual signs.

Tillman & Associates ENGINEERING, LLC.

Plant Sample:

Planting material	
Botanical Name	**Common Name**
Shrubs, Grasses, Groundcovers	
Agapanthus africanus	Lily-of-the-Nile
Dianella tasmanica 'Variegata'	Variegated Flax Lily
Dietes vegeta	African Iris
Illicium parviflorum	Yellow Anise
Ilex vomitoria 'Stokes Dwarf'	Schilling's Dwarf Yaupon Holly
Ligustrum japonicum	Ligustrum
Liriope muscari	Liriope
Muhlenbergia capillaris	Muhly Grass
Paspalum notatum 'Argentine'	Argentine Bahia
Pittosporum tobira 'Variegata'	Variegated Pittosporum
Serenoa repens	Saw Palmetto
Spartina bakeri	Cordgrass
Stenotaphrum secundatum 'Floratam'	St. Augustine 'Floratam'
Tulbaghia violacea	Society Garlic
Trachelospermum jasminoides	Creeping Jasmine
Viburnum obovatum 'Mrs. Shillers Delight'	Dwarf Walters Viburnum
Viburnum odoratissimum	Sweet Viburnum
Viburnum suspensum	Sandankwa Viburnum
Zamia floridana	Coontie
Trees	
Acer rubrum 'Florida Flame'	Flame Red Maple
Ilex x 'Nellie R. Stevens'	Nellie Stevens Holly
Ilex vomitoria	Weeping Yaupon Holly
Lagerstroemia indica	Crape Myrtle
Ligustrum japonicum	Ligustrum, tree-form
Liquidambar styraciflua	Sweetgum
Magnolia grandiflora 'D.D. Blanchard'	D.D. Blanchard Magnolia
Myrica cerifera	Wax Myrtle
Pinus elliottii	Slash Pine
Pinus palustris	Longleaf Pine
Prunus angustifolia	Chickasaw Plum
Sabal palmetto	Sabal Palm
Taxodium distichum	Bald Cypress
Ulmus alata 'Winged'	Winged Elm
Quercus shumardii	Shumard Oak
Quercus virginiana	Live Oak

Tillman & Associates ENGINEERING, LLC.

Legal Description:

Legal Description for Parcel 23835-000-00

THE NE ¼ OF THE SW ¼ AND THE SE ¼ OF THE SW ¼ OF SECTION 33, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. EXCEPT THE SOUTH 30 FEET FOR ROAD RIGHT-OF-WAY.

AND

THE WEST 1.5 CHAINS OF THE SW ¼ OF SE ¼ OF SECTION 33, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.

BEING 82.40 ACRES, MORE OR LESS.

Outlook

Fw: Case LUC26-001 Parcel 23835-000-00

From David Sablan <dsablan@ocalafl.gov>
Date Mon 6/8/2026 2:20 PM
To Endira Madraveren <emadraveren@ocalafl.gov>; Aubrey Hale <ahale@ocalafl.gov>; Jeff Shrum <JShrum@ocalafl.gov>; Peter Lee <PLee@ocalafl.gov>; William E. Sexton <WSexton@ocalafl.gov>; Janiece Lucky <jlucky@ocalafl.gov>

1 attachment (472 KB)
Flood and Elevation Map of Mine Site and Surround.pdf;

JaNiece,

Can you print this email out for the dais tonight for my PD item. Thanks.

David Sablan
Planner II
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd Floor, Ocala, FL 34471
Office: 352-629-8324 | dsablan@ocalafl.gov

From: Cheri Dobratz <cheridobratz@gmail.com>
Sent: Monday, June 8, 2026 2:08 PM
To: David Sablan <dsablan@ocalafl.gov>
Cc: George Dobratz <GDobratz@ctpower.com>; Danielle Dobratz <danielledobratz@gmail.com>; Marcia Armstrong <ma4art@embarqmail.com>
Subject: Fwd: Case LUC26-001 Parcel 23835-000-00

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

David - I have some questions regarding the 5575 SW 52nd St. Property Development

I apologize for the lateness of this inquiry. We received short notice of the first meeting and research of this importance takes more than two weeks while meeting the responsibilities that come with daily life.

Our property, 4750 SW 51st Terrace runs right along the property's edge. My neighbors and I will bear the brunt of the immediate physical and environmental impacts. Please note that the links in my email will take you the source, provide video, and excellent photos from news stories about this area..

What is the best way to share this at the meeting tonight? Please give me a call if needed, 303 532 9035. If you could forward this email to the board they could easily view the information. Otherwise, I can print copies for each.

Questions from your report:

1). Your report refers to the Release of Reclamation Obligations received

I contacted the Florida Department of Environmental Protection and Zachariah Shely provided me with the letter dated October 31, 2022. While the report states there are no remaining mine reclamations required and the site is released in its entirety the following paragraph is of utmost importance. It reads:

This release does not warrant the suitability of subject lands for any current or proposed land use and does not constitute a statement or admission concerning ownership of any interest in subject lands.

In the letter from Zachariah Shely, Zachariah.Shely@floridadep.gov, he states that The Department's Mining Program does not oversee development of land or residential development Applications. If such an application was to be received, it would be sent to the FDEP Local District office or the Water Management District depending on how many parcels / house slips were being proposed.

2) **The water management and development of this build site is a major concern for all surrounding residents**. All of the immediately adjacent agricultural properties have personal wells that rely on the water table. We recently upgraded our well and learned the water table is at 25 feet.

Water is our most precious resource. Those of us who rely on our private wells have no alternative.

Your report mentions the locations of the 6.7 acre lake and the 16,000 pond. A third pond can be seen from aerial photos online. I found this info about the ponds...

According to agricultural and commercial real estate records from LoopNet and local brokerages, this parcel is a former limestone/lime rock quarry. The mining operations left behind a heavily altered landscape, which currently features one large deep pond and two smaller ponds. All of which are old, flooded open pits from the excavation days.[1, 2]

While your report states that the septic system will be required to be removed when the property is developed **there is no mention of precautions required to protect the water supply for the surrounding residents.**

The residents and their animals depend on safe drinking water. We have no alternative.

Building a high-density development on a former lime rock mine in Florida directly threatens both groundwater and surface water quality. **Because limestone is highly porous, water moves through it like a sponge, meaning any surface pollution on a mine site can travel directly into the drinking water supply with almost zero natural filtration.**

When developers convert an open lime rock quarry into a residential area, several distinct water quality risks emerge:
***The Hazard:* The three ponds at 5575 SW 52nd St are not typical lakes; they are open wounds in the Earth where mining cut directly past the water table. They represent exposed groundwater.**
The Impact: When a 590-unit residential development and 35 acres of landscaped open space is built, lawns are treated with chemical fertilizers, weed killers, and pesticides. Cars leak oil, gasoline, and heavy metals onto driveways and roads. **During Florida heavy downpours, stormwater pushes these toxins into the quarry ponds, injecting urban chemicals directly into the open aquifer.**

3. There are Consequential Geological Risks when a mine site is developed into a large community with roads, buildings, and the water, sewer, and utilities to accommodate the development.

- **Zoning & Intended Use:** The parcel has been marketed for prospective residential development due to its unique, rolling topography caused by past mining excavations. [1] This fact comes up in every search.

- At the May 26, 2026 meeting everyone present was shown an East view of 52nd St and a West view of 52nd St. Did no one go on the property. The aerial picture from Marion County Appraiser's website showing the topography and FEMA flood areas. As you can see the elevation goes from 45 feet to 105 feet. This site is going to require intensive use of heavy equipment and movement of soil to make it buildable.

- **The Water Factor:** Because lime rock mining uncovers and compromises the protective upper sediment layers over the Floridan Aquifer, the large open-pit ponds on this property are highly sensitive to water table fluctuations. [1]

- **Subsidence Hazard:** Building on or immediately adjacent to a former aggregate mine in a designated "karst sensitive area" carries a high baseline risk for localized sinkhole development, soil settling, and heavy groundwater pooling.

- **The Blasting and Vibrational Damage Risk:** Because this is an old lime rock mine, the ground is highly uncompacted and contains hidden limestone caverns. Heavy earthmoving, rock crushing, and compaction equipment right next to the surrounding homes can send severe seismic vibrations directly toward each home.

- ***We ask that the City require the developer to pay for independent, pre-construction structural baseline surveys of all homes on 51st Terrace and every other property that borders 5575 SW 52nd St. The city is exposing existing taxpayers to property damage from artificial sinkholes or foundation cracking triggered by heavy machinery.***

- The residents of Fore Ranch have already been forced to pay two "special assessments" to their HOA to cover the massive damage caused major sink hole activity in 2010, 2012, and 2018. Was Fore Ranch made aware of this developer's plan, that is adjacent to their homes that have already been plagued with significant damage due to sink hole activity? I believe the developer discussed accessing water and sewer hookups through Fore Ranch at the May 26, 2026 meeting.

- **Stormwater and Runoff Redirection:** The site's dramatic quarry pits currently act as natural catchments for local groundwater. High-density development means covering the terrain with acres of asphalt, concrete, and roofs (impervious surfaces).

- ***We ask that the Southwest Florida Water Management District (SWFWMD) and the city growth management team require a zero-degradation stormwater plan, ensuring that not a single gallon of displaced quarry water flows toward 51st Terrace or any other property that borders this proposed construction site.***

- 51st Terrace is a private road, the county does not provide maintenance or repair even though we pay significant property taxes and do not receive water or sewer. Every time it rains the significant divots in the gravel road floods fill with ground water. These divots are deep enough to cause major damage to cars. I have witnessed too many damaged car parts and undercarriages along the road in the short time we have owned the property. This street cannot sustain elevated runoff risks. Please take a drive up 51st Terrace and see what I'm talking about.
- The same can be said about all of the surrounding properties who are responsible for maintaining the only road to their homesite.

4. This leads to our second major concern, sinkhole development...

Immediate Proximity to Severe Sinkholes

The property is positioned just off State Road 200, **immediately contiguous to the Fore Ranch (Wynchase) and The Hunt Club subdivisions**. This means 5575 SW 52nd Street sits directly adjacent to the exact retention ponds where the massive 2012 and 2018 multi-sinkhole outbreaks occurred. [1, 2, 3]

We met Marcia Armstrong at City Hall on May 26, 2026. She shared that she informed you in her email about the sink holes in Fore Ranch.

This is a well documented issue in the area and it is not mentioned in your report.

The intersection of **SW 52nd Avenue and SW 51st Terrace** (specifically around SW 42nd Street) sits directly inside the **Fore Ranch development**, which is one of the most historically documented sinkhole hot spots in the entire 34474 zip code area. [1, 2]

Because this specific pocket of Ocala contains major master-planned communities like Fore Ranch and Wynchase Townhomes, there is extensive local hazard documentation for this exact vicinity: [, 2]

Major Historical Events at this Location

- **The SW 42nd Street & SW 52nd Terrace Collapses:** Multiple deep, active sinkholes have repeatedly opened right in the backyards and retention areas between SW 42nd Street and SW 52nd Terrace. One notable cluster expanded into a **100-foot-long, 10-foot-deep cavern** that forced emergency structural evacuations for adjacent townhomes. [1, 2, 3]
- **Retention Pond Failures:** The limestone layout near these exact streets features stormwater retention ponds that are prone to sudden drainage breaches. When heavy seasonal rains accumulate, the sudden pressure routinely compromises the loose soil over the limestone, causing the banks near the walkways and roads to slump into subsurface voids. [1, 2, 3]

Soil and Geological Risk Factors

This particular section of southwest Ocala faces elevated risk due to a combination of geography and human development:

- **Heavy Limestone Dissolution:** The bedrock beneath the 34474 zip code consists of heavily weathered limestone pockets.
- **Altered Water Tables:** The grading of neighborhoods like Fore Ranch concentrated heavy water drainage into localized retention basins. If a basin liner cracks, the focused downward rush of water accelerates under-ground erosion, pulling surface dirt downward. [1, 2]


Sinkholes - and wallets - open
The Wynchase townhome subdivision in Ocala's Fore Ranch community (southwest of State Road 200) experienced a major sinkhole cluster. In 2018, over a dozen sinkholes opened up near a retention pond, forcing several families to evacuate and draining the pond entirely. [1, 2, 3, 4, 5, 6, 7, 8]

While the sinkholes made headlines during the 2018 swarm, the area is historically prone to these events due to the underlying limestone "karst" terrain. [1, 2]

Key facts about the Wynchase sinkhole events include:

- **Initial Swarm:** The first major group of 10-15 sinkholes emerged around Southwest 42nd Place in late April 2018. [1, 2, 3]
- **Evacuations:** Residents in at least eight buildings were evacuated due to the holes growing and overlapping. [1, 2, 3, 4]
- **Prior History:** The Wynchase community experienced significant sinkhole issues previously, most notably in 2012 when the HOA paid thousands to fill holes. [1, 2]
- **Stabilization & Repairs:** Geotechnical engineers conducted ground-penetrating radar and core sampling. Following months of repairs, which included sealing the retention pond and stabilizing the ground, displaced residents were allowed to return to their townhomes. [1, 2, 3, 4]

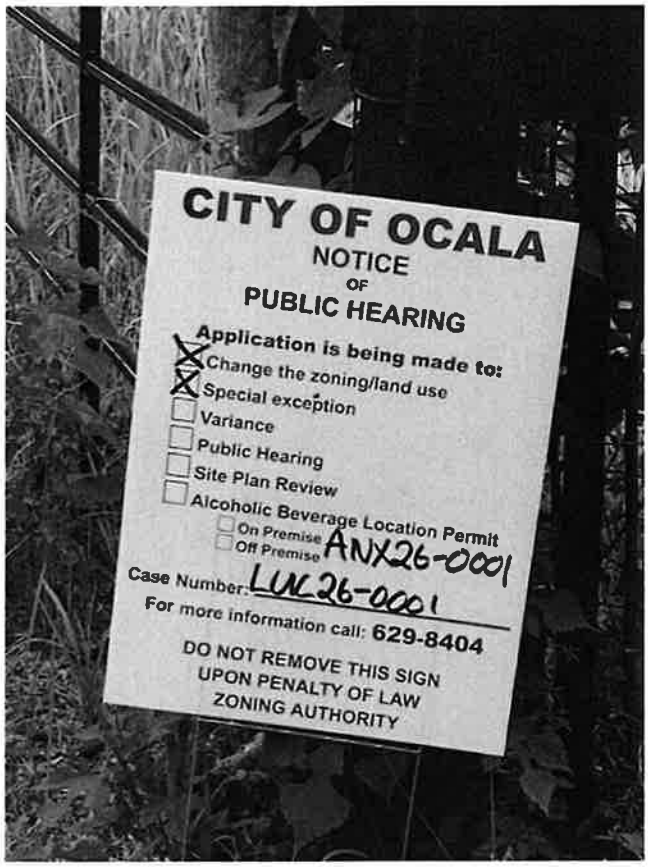
wynchase fore ranch sink holes
google.com

5. Your report references the nearest accessible sanitary sewer line is a force main line on SW 50TH Ct. Approximately 1875 feet from the project and appears to be across 200 road. You also mentioned the closest connect through the Fore Ranch subdivision that has been plagued with sink hole problems since 2010.

* Who pays for the access?
* Has Fore Ranch been notified of this building project and sharing their sewer lines?

Last, I would like to address the lack of notification for this project:
1. We were never notified of a neighborhood meeting. We have USPS informed delivery and watch our incoming mail daily.
2. After receiving the letter from the city I wrote a letter to the contact person and never received a response.
3. The required sign content did not show exact date, time, or physical address of the public hearings.

4. Who was contacted in our surrounding area? The lack of participation suggests a lack of notification.



Begin forwarded message:

From: David Sablan <dsablan@ocalafl.gov>
Subject: Re: Case LUC26-001 Parcel 23835-000-00
Date: May 28, 2026 at 10:01:37 AM EDT
To: "cheridobratz@gmail.com" <cheridobratz@gmail.com>, "gdobratz@ctpower.com" <gdobratz@ctpower.com>, "danielledobratz@gmail.com" <danielledobratz@gmail.com>
Cc: Aubrey Hale <ahale@ocalafl.gov>, Jeff Shrum <JShrum@ocalafl.gov>, Endira Madraveren <emadraveren@ocalafl.gov>

Cheri, George, and Danielle,

I apologize that your email was overlooked prior to the Planning and Zoning Commission's meeting this past Tuesday. I did want to answer your questions and provide you with a timeline of the project moving forward. Also, we are available to meet in person or talk on the phone to go over the project in detail.

1. What does Low Intensity Future Land Use mean?
   The City has what are called Future Land Use categories that control the density (how many dwelling units per acre) and intensity (how large the buildings can be) of future development. Low Intensity is one of those categories, which establishes a range of 3 to 18 dwelling units per acre. For reference, the single family homes portion of the Fore Ranch development to the north of the project site was developed at around 4 dwelling units per acre and the Canter Apartments on SW 48th Ave, east of your property across SW 51st Terrace, was developed at around 14 units per acre.

2. What do they plan to do with the property?
   The developer has submitted a conceptual plan to the City that is proposing mixture of detached single family homes, attached townhomes, and a commercial plaza. The commercial portion of the development is about 4.5 acres and located directly on SW 52nd Street and to the west of the lake at the southern end of the property. The rear half of the property (approximately 45 acres) is proposed to be detached single family homes at density of about 5 units per acre. Your property is adjacent to this portion of the project. The middle 20 acres of the property is proposed to be either apartments or townhomes at density of about 17 units per acre. This conceptual plan will be going before the Planning and Zoning Commission at their next meeting on June 8th. A copy of that plan and my staff report will be available on the city's website sometime the week before, and by June 5th at the latest. I'll email you a direct link once it is available.

The property is currently outside of Ocala city limits, the owner/developer is requesting to annex into Ocala in order to connect to city utilities, such as water and sewer, for future development. This past Tuesday was the first step in annexing into the City. The next step will be the June 8th meeting where the commission will make a recommendation to the City Council regarding the conceptual plan. The last step will be for City Council to consider and vote on the annexation and conceptual plan, tentatively scheduled for August 4th.

Feel free to let me know if you have any follow up questions or if you would like to meet to discuss further.

David Sablan
Planner II
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd Floor, Ocala, FL 34471
Office: 352-629-8324 | dsablan@ocalafl.gov
<Outlook-oqaxuypb.png>

From: Janiece Lucky <jlucky@ocalafl.gov>
Sent: Wednesday, May 27, 2026 9:20 AM
To: David Sablan <dsablan@ocalafl.gov>
Subject: FW: Case LUC26-001 Parcel 23835-000-00

-----Original Message-----
From: Cher Dobratz <cheridobratz@gmail.com>
Sent: Tuesday, May 19, 2026 8:16 PM
To: Janiece Lucky <jlucky@ocalafl.gov>
Cc: George Dobratz <GDobratz@ctpower.com>; Danielle Dobratz <danielledobratz@gmail.com>
Subject: Re: Case LUC26-001 Parcel 23835-000-00

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

JaNiece,

I am writing you regarding the letter we received for the proposed change of zoning from A1 to Low Intensity Future Land Use on the property directly west of our 11 acre family farm, Grace Hill Farm, at 4750 SW 51st Terrace, Ocala FL 34474. We currently have cows, goats, chickens, and a donkey at our site.

We are seeking to understand what the development plans are for this previous mine site. Our shared property line was clawed out during the mining process and there is a 15 feet drop between the back of our property at our fence and the 82 acre property behind us. We are seeking answers to the following questions:

1). What does Low Intensity Future Land Use mean?

2). What do they plan to do with the property?

Thank you for your time and consideration in this matter.

Grace Hill Farm, LLC
Cheri Dobratz
George Dobratz
Danielle Dobratz

Sent from my iPad

Outlook

FW: PD26-0002

From Janiece Lucky <jlucky@ocalafl.gov>
Date Mon 6/8/2026 4:21 PM
To David Sablan <dsablan@ocalafl.gov>; Breah Miller <bmiller@ocalafl.gov>; Endira Madraveren <emadraveren@ocalafl.gov>

Good afternoon,

I know this email reads PD26-0002, but I believe it is for PD26-0001.

JaNiece N. Lucky
Associate Planner

City of Ocala Growth Management Department

201 SE 3rd Street, 2nd floor, Ocala, FL 34471
Office: 352-629-8344

-----Original Message-----
From: ALICE TRAUTMAN <amtpop@aol.com>
Sent: Monday, June 8, 2026 4:15 PM
To: Janiece Lucky <jlucky@ocalafl.gov>
Subject: PD26-0002

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

My name is Alice Trautman. I live on 52nd St. where you are planning to put the development in.
I am in protest of allowing it to be passed and go forward to change the acreage from agricultural.
There is no infrastructure to support that size of development in this area It's harmful to the environment ie ground water; along with wildlife, both animal and plant.
The protected tortoises will be in entombed.
Research shows that relocation of that species very seldom works.
The groundwork to the 60th and 52nd St. development is presently ongoing.
The vibration today of the dirt work is vibrating my pictures on the wall.
Doing sound studies to see what kind of damage it will do to my well casing, pump, etc. also my septic tank They have been burning for the last two weeks. The air is toxic.
We can expect the new development to do the same thing to our homes and our environment These are just some of the reasons that I am in objection to the changing of the agricultural listing of the acreage

and object to the development.
Alice Trautman

Environmentally
Sent from my iPhone

Marcia Armstrong
5765 SW 52nd St
Ocala, FL 34474

June 8, 2026

Re: Case # PD26-0001

Photo #1 was taken in May of 2025, looking East from our property line to the subject property. In the center of the photo, notice the bulldozer on top of a huge ridge of dirt and limerock left from mining operations. This ridge is about 100 yds long and 40 ft high.

Photo #2 was taken in May of this year, from SW 52nd Street near the SW corner of the subject property, looking to the NE at that same ridge of tailings.

Photo #3 taken last week, is looking north from SW 52nd Street. The left of the photo show the results of mining with more tailings in the background.

Photo #4 was also taken last week from SW 52nd Street looking NW across the pond. Beyond the far side of the pond, you can see the different elevations and tailings all across that area.

These photos only show the south part of the property. We can't see the north half.
As you can see, this is not an ordinary piece of land for development.



#1





#2





#3





#4



File #: 2026-1613 Agenda Item #: 9d.

Submitted By: David Sablan

Presentation By: Aubrey Hale

Department: Growth Management

FORMAL TITLE:
Public Hearing to consider a resolution for a PD Plan and Standards Book (Ocala 52 Partners PD) for property located at 5575 SW 52nd Street (Parcel 23835-000-00), approximately 82.10 acres (Case PD26-0001) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place.

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- Petitioner/Property Owner: Ocala 52 Partners, LLC
- Agent: Tillman & Associates Engineering, LLC

Key Points:

The petitioner is requesting to rezone the subject property, approximately 82.1 acres, from A-1, General Agriculture (County) to PD, Planned Development (City) (PD6-0001). In conjunction with the rezoning request, the applicant is also seeking approval of a PD Plan and Standards Book, which establishes a mixed development program with three land uses:

- Single Family Residential (SFR) - 230 SFR units across 45.4 acres (5 Units/acre)
- Multi-Family Residential (MFR) - 360 MFR units across 20.2 Acres (17.8 Units/acre)
- Commercial - Maximum 147,000 square feet across 4.5 acres (0.75 FAR)

The applicant acquired the 82.10-acre property in July of 2024. Currently, the subject property is not located in the jurisdiction of Marion County. The property has the following current Marion County designations:

- Future Land Use: High Residential (up to 8/units per acre)

- Zoning: General Agriculture (A-1)
- Current Use: Agriculture

The applicant submitted concurrent applications:

- **Annexation** of all ±82.1 acres into the City of Ocala (ANX26-0001)
- **Future land use map amendment** to change the land use designation from High Residential (Marion County) to Low Intensity (City of Ocala) (LUC26-0001).
- **Zoning map amendment** to change the current Marion County Zoning General Agriculture (A-1), to City of Ocala, Planned Development (PD), (PD26-0001).

The subject property was used for the mining of earth and other minerals until approximately 2022. As a result of the discontinuation of mining activities, FDEP has since issued a Release of Reclamation Obligations in recognition of reclamation completed since mining ceased on the property. There are currently several small structures and a septic system on the property that will be required to be removed prior to any further development of the site. At the southern end of the property, there is a ±6.7-acre lake, and at the northeasterly corner, there is a ±16,000-square-foot pond. It is noted that the concurrently submitted zoning (PD) amendment indicates that both bodies of water will be preserved and integrated into the PD design as amenities and drainage retention areas.

Zoning and Land Use Details:

- Pursuant to Section 122-246 of the Code of Ordinances, upon annexation into the City, a future land use designation must be processed at the earliest available date.
- The property is located in the southwest part of the City and Marion County, which is experiencing significant development and redevelopment activity. Nearby single-family residential developments are located to the south (Saddle Oak Club) and the north (Fore Ranch). The proposed density and nature of the project are consistent with the Low Intensity Future Land Use and compatible with surrounding properties and development.

Summary of Project Petitions:

The annexation (ANX26-0001) and future land use map amendment (LUC26-0001) went before the Planning and Zoning Commission at a special meeting on May 26, 2026. The Commission voted to approve the annexation and future land use amendment by a seven-to-zero vote. Subsequently, on June 2, 2026, the City Council conducted the introduction and transmittal hearing for the future land use amendment and authorized City staff to transmit the proposed future land use amendment to the Florida Department of Commerce (Florida Commerce) through the expedited state review in accordance with F.S. 163.3184(3) and F.S. 163.3184(2). The rezoning was heard by the Planning and Zoning Commission on June 8, 2026, recommending approval by a vote of five-to-zero and was heard for an introduction to City Council on July 21, 2026.

It is noted that Section 4 of the Planning and Zoning Commission Staff Report mistakenly stated that the project would be required to pay school concurrency fees as appropriate during the development review process. The report should have correctly stated that the project will be required to pay school impact fees as appropriate during the development review process. The attached staff report has been amended to correct this language.

Included in the agenda packet are three pieces of correspondence related to the project: two emails sent to staff on the day of the hearing and a letter presented to the Commission at the hearing. Physical copies of all three

letters were provided to the Commission at the hearing and are attached to this item.

FINDINGS AND CONCLUSIONS:

- An overall density of 7.16 units per acre is proposed in the PD with a maximum commercial FAR of 0.75. This is consistent with the Low Intensity Future Land Use range of a minimum density of 3 dwelling unit/acre and a maximum of 18 dwelling units/acre, and a maximum allowed commercial FAR of 0.75.

- The proposed rezoning provides an appropriate urban-scale development consistent with the Fore Ranch development adjacent to the north of the subject property.

- The nature of the PD zoning district is intended to provide conditions, stipulations, limitations, and restrictions it deems necessary to protect the public health, safety, and general welfare. The proposed PD Plan and Standards Book establishes standards for building setbacks, landscaped buffering, open space, architectural standards, and building heights, among others, to promote compatible and complementary development with the surrounding area and to ensure consistency with the Comprehensive Plan and the City's Code of Ordinances.

- City utilities are available at this location, and no level of service issues have been identified for public facilities as a result of the zoning amendment.

Staff recommends approval with the following conditions:

1. The existing agricultural use shall cease within one year after zoning approval or prior to any future development of the site, whichever occurs first.

2. The existing structures and septic system must be removed from the property prior to any future development of the property.

3. Connection to City public facilities will be required prior to further development of the property.

4. All permitted uses by right within the B-2, Community Business, shall be permitted within the PD.

5. All roadways within the development shall be privately owned and maintained.

6. A sidewalk along SW 52nd Street shall be provided with the appropriate phases of development that occur along the roadway.

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

LEGAL REVIEW:
The ordinance is pending review by the City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with changes.
- Deny
- Table

SUPPORT MATERIALS:

- Staff Report
- Case Map
- Aerial Map
- PD Plan
- PD Standards Book
- Public Correspondence

RESOLUTION 2026-XX

A RESOLUTION APPROVING A PD PLAN AND STANDARDS BOOK (OCALA 52 PARTNERS PD) FOR PROPERTY LOCATED AT 5575 SW 52ND STREET (PARCEL 23835-000-00), APPROXIMATELY 82.1 ACRES (CASE PD26-0001)

Whereas, Ocala 52 Partners, LLC, submitted for annexation (ANX26-0001) for property located at 5575 SW 52nd Street (Parcel 23835-000-00), approximately 82.4 acres to allow for the development of mix - use residential development consisting of single family residential, multi-family residential and commercial; and

Whereas, Ocala 52 Partners, LLC, submitted for a comprehensive plan future land use map amendment (LUC26-0001) for property located at 5575 SW 52nd Street (Parcel 23835-000-00), approximately 82.4 acres to establish a City of Ocala future land use for the subject property (Low Intensity) to allow for the development of mix - use residential development consisting of single family residential, multi-family residential and commercial; and

Whereas, Ocala 52 Partners, LLC submitted a PD plan (PD26-0001) to provide a City of Ocala zoning designation for the subject property located at 5575 SW 52nd Street (Parcel 23835-000-00), approximately 82.4 acres to allow for the development of mix - use residential development consisting of single family residential, multi-family residential and commercial; and

Whereas, as an associated Ordinance _____ amends the zoning map of the City of Ocala changing parcel 23835-000-00 from A-1, General Agriculture (County), to PD, Planned Development(city); and

Whereas, on _____, 2026, the Planning and Zoning Commission recommended approval of the applicant's requested PD Plan and Standards Book by a _____ vote.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session, as follows:

1. The City of Ocala does hereby approve the Ocala 52 Partners PD plan (Exhibit "A") and PD standards book (Exhibit "B").

2. The effective date for this resolution will be _____, 2026.

3. The approved PD plan and associated PD standards book shall apply to the following described land

located in Ocala, Marion County, Florida, to wit:

PARENT PARCEL

THE NE 1/4 OF THE SW 1/4 AND THE SE 1/4 OF THE SW 1/4 OF SECTION 33, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. EXCEPT THE SOUTH 30 FEET FOR ROAD RIGHT-OF-WAY.

AND

THE WEST 1.5 CHAINS OF THE SW 1/4 OF SE 1/4 OF SECTION 33, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.

PARCEL 2

BEIN THE WEST 1.5 CHAINS OF THE S.W. 1/4 OF THE S.E. 1/4 AND A PORTION OF THE S.E. ¼ OF THE S.W. 1/4 OF SECTION 33, TOWNSHPI 15 SOUTH, RANGE 21 EAST, LYING NORTH OF S.W. 52ND STREET (BEING 60 FEET RIGHT OF WAY), MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF THE EAST 1/2 OF THE S.W. 1/4 OF SAID SECION 33; THENCE ALONG THE NORTH BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 30, S.89°37'32"E., A DISTANCE OF 1325.81 FEET TO THE N.E. CORNER OF THE EAST 1/2 OF THE S.W. 1/4 OF SAID SECTION 33; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG THE EAST BOUNDARY OF THE N.E. 1/4 OF THE S.W. 1/4 OF SAID SECTION 33, S.00°31'25"W., A DISTANCE OF 1318.27 FEET TO THE N.W. CORNER OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 33, SAID POINT ALSOBEING THE POINT OF BEGINNING. THENCE DEPARTING SAID EAST BOUNDARY,ALONG THE NORTH BOUNDARY OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 33, S.89°48'22"E., A DISTANCE OF 99.00 FEET TO THE N.E. CORNER OF THE AFOREMENTIONED WEST 1.5 CHAINS OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 33; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG THE EAST BOUNDARY OF THE WEST 1.5 CHAINS OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 33, S.00°31'26"W., A DISTANCE OF 1288.46 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF AFOREMENTIONED S.W. 52ND STREET; THENCE DEPARTING SAID EAST BOUNDARY, ALONG SAID NORTH RIGHT OF WAY LINE, N.89°54'35"W., A DISTANCE OF 99.00 FEET; THENCE N.89°54'39"W., A DISTANCE OF 1206.53 FEET TO A POINT 120 FEET EAST OF AND PARALLEL TO THE WEST BOUNDARY OF THE EAST 1/2 OF THE S.W. 1/4 OF SAID SECTION 33; THENCE 1291.56 FEET TO A POINT ON THE NORTH BOUNDARY OF THE S.E. ¼ OF THE S.W. 1/4 OF SAID SECTION 33; THENCE DEPARTING SAID PARALLEL LINE, ALONG SAID NORTH BOUNDARY, S.89°46'20"E., A DISTANCE OF 1206.16 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 38.66 ACRES, MORE OR LESS.

4. A certified copy of the Resolution shall be recorded by the Clerk of the City of Ocala in the public records of Marion County, Florida.

This resolution adopted this _____ day of _____, 2026.

ATTEST: **CITY OF OCALA**

By:
Angel B. Jacobs
City Clerk

By:
Ire J. Bethea, Sr.
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Rezoning Staff Report

Case No. PD26-0001
Planning & Zoning Commission: June 8, 2026
City Council (1st Reading): July 7, 2026
City Council (Adoption): August 4, 2026

Applicant:	Ocala 52 Partners, LLC
Property Owner:	Ocala 52 Partners, LLC
Project Planner:	David Sablan, Planner II
Amendment Request:	Rezone from A-1, General Agriculture (County), to PD, Planned Development (City) with associated PD Plan and Standards Book

Parcel Information

Acres:	±82.1 acres
Parcel(s)#:	23835-000-00
Location:	5575 SW 52nd Street
Existing use:	Undeveloped (former Quarry)
Future Land Use Designation:	Low Intensity (Pending)
Zoning Designation:	A-1, General Agriculture (County)
Special District(s)/Plan(s):	N/A
Approved Agreement(s):	N/A

Figure 1. Aerial Map



Section 1 - Applicant Request

The applicant is requesting to rezone a ±82.1-acre parcel, from A-1, General Agriculture (County) to PD, Planned Development (City). In conjunction with the rezoning request the applicant is also seeking approval of a PD Plan and Standards Book, which establishes a mixed-use development program. The applicant submitted concurrent applications to annex all ±82.1 acres into the City of Ocala (ANX26-0001), and a future land use map amendment to change the land use designation from High Residential (County) to Low Intensity (LUC26-0001).

Per F.S. 163.3184(2), LUC26-0001 is required to go through an expedited review process of the land use map amendment by the Florida Department of Commerce (Florida Commerce) prior to adoption by City Council. For this reason, ANX26-0001 and LUC26-0001 previously went before the Planning and Zoning Commission at a special meeting on May 26, 2026, where the Commission voted to approve the annexation and future land use amendment by a 7-0 vote. On June 2, 2026, City Council authorized City staff to transmit the proposed future land use map amendment to Florida Commerce for an expedited state review in accordance with F.S. 163.3184(3).

Section 2 - Background Information

The subject property, identified as Parcel 23835-000-00, consists of an approximate 82.1 acres and is generally located within the 5500 block of SW 52nd Street. The property is currently within the jurisdiction of Marion County and shares its northern border with the existing Fore Ranch Planned Unit Development and Hunt Club at Fox Point neighborhood, both of which are located within City of Ocala jurisdiction. The current Marion County zoning designation and the pending City Future Land Use of the property are:

Zoning: **A-1, General Agriculture (County)**, The County code of ordinances indicates the intent of the A-1 district is to preserve agriculture as the primary use. This zoning district in the Urban Area may be used for agriculture until it is rezoned to another permitted district.

Future Land Use: **Low Intensity** (Comprehensive Plan – Policy 6.3), a minimum of 3 and maximum of 18 dwelling units per acre, a maximum of 0.75 floor area ratio (FAR).

It is noted that the applicant acquired the subject property in July 2024.

Marion County Property Appraiser records (Book 2024, Page 1930) indicate that an agreement was entered into between G.W. O'Neal to White Construction Company, Inc. in April 1994 for exclusive mining rights of earth and minerals from the subject property. The agreement states that the property had been used for mining and removal of earth and minerals in the past, but no records are available to indicate the date of which this mining began. Staff believes mining operations began as early as the 1960s and continued until approximately 2022. Under Florida Statutes (F.S.) Chapter 378, the cessation of mining operations triggers land reclamation obligations to protect the public's health, safety, and welfare, the protection of the state's environment, and the subsequent beneficial use of the disturbed and reclaimed land. In October 2022, the Florida Department of Environmental Protection (FDEP) issued a Release of Reclamation Obligations in recognition of reclamation activities completed on the property.

Several small structures and a septic system currently exist on the property that will be required to be removed when the property is developed. At the southern end of the property there is a ±6.7-acre lake and at the northeasterly corner of the property there is a ±16,000 square foot pond. Both water bodies will be preserved and are integrated into the design of the PD.

Table 1: Adjacent Property Information:

Direction	Future Land Use	Zoning District	Current Use
North	Neighborhood	PUD-04, Planned Unit Development	Fore Ranch PUD
East	High Residential (County)	A-1, General Agriculture (County)	Large lot SFR & Undeveloped
South	High Residential (County)	A-1, General Agriculture (County)	Undeveloped
West	Neighborhood (City) Medium Residential (County)	No Zoning A-1, General Agriculture (County)	Hunt Club at Fox Point Large lot SFR & Undeveloped

Section 3 – Staff Analysis

This report analyzes the proposed rezoning from A-1, General Agriculture, to PD, Planned Development, as well as the associated PD Plan and Standards Book for consistency with the City of Ocala's Comprehensive Plan, the Land Development Regulations, and the established neighborhood development pattern.

Proposed PD Plan and Standards:

The PD Plan and Standards book proposes new general land use categories, development standards, project access, deviations from typical code requirements, and architectural standards. The general land uses proposed include a mix of uses and density/intensity which include Single-Family Residential (SFR), Multi-Family Residential (MFR), and Commercial (COM).

Access is proposed to the property at two points off of SW 52nd Street, located near the eastern and western boundaries of the property approximately 0.25 miles apart. Consistent with the annexation case that provided a fiscal impact analysis; the internal circulation for the PD will be private roads. Collector roads are proposed to be between 60-feet and 100-feet wide while local roads will be 40-feet wide. The PD proposes some form of property owners association or homeowners association to manage the private road network associated with the future development.

Neighborhood Meeting:

A neighborhood meeting was held in December 2025, with the applicant and agent providing

information regarding the proposed development and nearby residents asking questions pertaining to annexation from county into city, project timeline, configuration of uses, lot sizes, buffers, and traffic.

Consistency with Comprehensive Plan:

The requested rezoning is consistent with the following Objectives and Policies of the City of Ocala Future Land Use Element:

1. *Future Land Use Element Policy 6.3: Low-Intensity. The intent of the Low Intensity land use classification is to identify areas that are generally oriented towards the automobile as the primary mode of transportation, with pedestrian circulation and activity being generally less than High Intensity/Central Core and Medium Intensity/Special District districts. Low Intensity may contain a single use. Mixed use development is encouraged. Permitted uses include office, commercial, public, recreation, institutional, educational facilities and residential. Light industrial shall only be allowable in designated locations as specified in the Land Development Code and must meet the intent of the Low Intensity category, including form and design guidelines as applicable. It is also the intent of this category to promote a walkable suburban form.*

   The form of buildings and development may be regulated for specified areas by a Form Based Code or Corridor Overlay. Buildings may have larger setbacks from the street and public right-of- way than other mixed-use districts, as depicted in Figure E. Buildings may have surface parking between the building and the street, though rear and side yard parking is encouraged for non- residential uses, as depicted in Figure F. Low Intensity areas may have large open space areas such as community and regional parks, trails, or surface stormwater management facilities designed as amenities.

   The minimum density and intensity in this future land use category is 3 dwelling units per gross acre or 0.00 FAR. The maximum density and intensity is 18 dwelling units per acre or 0.75 FAR. Increased density and intensity incentives may be approved for inclusion of workforce housing, green building and sustainable design standards, setting aside right-of-way for trails, employment- generating uses, exemplary urban design, or other benefits to the City as specified in the Land Development Code. The location and application of incentives shall be set forth in the Land Development Code.

Staff Comment:

- The combined density of all residential housing types is 7.16 units per acre, which is within the permitted range of a minimum 3 units per acre and a maximum 18 units per acre of the requested Low Intensity future land use category.
- The Commercial sub-area will not exceed an FAR of 0.75, which is the maximum FAR allowed within the Low Intensity future land use category. The maximum allowed floor area is 147,000 square feet within the 4.5-acre Commercial sub-area.
- The PD Plan and Standards Book proposes a mixed-use development with transportation facilities for both automobile and pedestrian circulation consistent with the intention of the Low Intensity FLU.

Consistency with Land Development Regulations:

The requested rezoning is consistent with the following Sections of the City of Ocala Code of Ordinances:

1. *Section 122-941(b): A rezoning to PD with a PD plan shall meet the following minimum*

requirements: (1) One-acre minimum site; (2) a five-acre or more site shall include at least two uses with any one use not less than ten percent (acreage or square footage) of the total site, except in the case of residential developments, which are permitted to be single-use; (3) must be located on a public roadway with at least 100 feet of frontage.

Staff Comment:

(1) The subject property contains approximately 82.1 acres, of that 70.1 acres are developable with the remainder being occupied by water features resultant from prior mining activities;

(2) the PD is proposed to be a mix of three uses: single-family residential (65%), multi-family residential (29%), and commercial (6%); and

(3) has more than 100 feet of frontage on public roadway along SW 52nd Street.

2. *Section 122-244 - District criteria: Zoning districts allowed under each land use classification.*

Low Intensity	R-1, R-1A, R-1AA, R-2, R-3, RZL, RBH-1, RBH-2, RBH-3, OH, RO, O-1, OP, B-1 B-1A, B-2, B-2A, B-4, B-5****, SC, M-1, M-2, G-U, INST, A-1***, **PD**, FBC

Staff Comment:

The PD zoning district is a permitted district within the subject property's requested Low Intensity Future Land Use category. The PD Plan and Standards book proposes allowing all uses permitted by right in the B-2, Community Business district be permitted within the Commercial sub-area. The B-2 district is also a permitted district within the Low Intensity Future Land Use category.

3. *Section 122-942(a) – Planned Development Required Standards: In reaching recommendations and decisions as to rezoning land to a PD district and approving a conceptual site development plan, the planning and zoning commission and city council shall apply the following standards, in addition to the requirements of this chapter applicable to the rezoning of land generally:*

(1) Access. Every permitted use in a PD shall have access to a public street directly or via an approved private road, pedestrian way, court or other area dedicated to public or private use, or common element guaranteeing access.

Staff Comment: The PD Plan depicts that the subject property will be accessed by internal collector roads at two points off of SW 52nd Street along the southern boundary of the property. Each internal collector road will provide access to the different sub-areas, where private local roads will provide internal circulation.

(2) Buffers. When a PD abuts a less intensive use, it will be required to adhere to section 122-260, pertaining to buffer specifications, at a minimum. City council may require additional buffering based on individual circumstances.

Staff Comment: The PD plan and Standards Book propose landscaping, screening, signage, and architectural standards consistent with section 122-260.

(3) Underground utilities. Within a PD, all utilities, including telephone, television cable and electrical systems, shall be installed underground in accordance with current city policies and standards. Appurtenances to these systems which require above ground installation must

be effectively screened, and thereby may be excluded from this requirement.

Staff Comment: New onsite utilities shall be located underground such that tree installations are possible without conflict.

(4) Open space. Open space requirements for a PD are as follows:

a. Open space shall include active and passive recreation areas such as courtyards, streetscapes/sidewalks, playgrounds, golf courses, waterways, landscaped yards and patios, lagoons, floodplains, nature trails, roof areas, and other similar open spaces. Water retention areas that are designed as aesthetic lakes or ponds for passive or active recreational use may also be counted as open space, as long as these areas are designed to retain a minimum of three feet of water at all times.

Staff Comment: The PD plan indicates that a minimum of 43% of the development will be preserved as open space (approximately 35.34 acres). Additionally, approximately 8% of the open space is proposed to be aggregate open space (2.87 acres). Aggregate open space is defined as common open space areas that are designed and intended for use by all occupants/residents of a PD. The applicant is proposing to utilize and activate existing water features as part of the aggregate open space.

b. Fenced water retention areas, open water areas beyond the perimeter of the site, street right-of-way, driveways, off-street parking areas and off-street loading areas shall not be counted in determining open space. Side yards less than six feet wide shall not be counted as open space.

Staff Comment: Aggregate open space is provided in accordance with Section 122-924(4). Gross open space provided is calculated at 35.34-acres, with proposed aggregate open space calculated at 2.87-acres.

c. Open space shall be clustered into larger tracts/areas. Buildings and structures should be clustered so that the open space is usable to the occupants/residents rather than merely providing spacing between buildings or structures. Zero lot line and clustered design is encouraged. Front, side and rear yards in single-family residential areas shall not be counted as aggregate open space.

Staff Comment: Open space shall be clustered into usable recreation areas for residents and reviewed as part of the subdivision plan process. Compliance will be confirmed at time of future development. The PD Plan indicates the general location and anticipated size of the clustered open space, which counts towards the aggregate and overall open space requirements.

d. There shall be a minimum open space requirement of 25 percent of the total gross acreage for all development in any PD project. For single-use residential PD projects, the minimum open space requirement shall be 40 percent. At least ten percent of the total required open space shall be in usable aggregate form. Aggregate open space is defined as common open space areas that are designed and intended for use by all occupants/residents of a PD.

Staff Comment: The proposed PD is a mixed-use project and maintaining 43% of the total gross acreage (35.34 acres) for open space with at least 2.87 acres usable in aggregate form. The minimum requirement of 25% total gross open space acreage is exceeded by 18% and

the total required for a single-use residential PD is 40%, which is also being exceed by the proposed PD development standards and plan.

(5) Unified control. The applicant shall furnish the city with sufficient evidence to the satisfaction of the city attorney that the applicant is in the complete, unified and otherwise-unencumbered control of the entire area of the proposed planned development, whether the applicant be an individual, partnership, corporation, other entity, group or agency. The applicant shall provide the city all necessary documents and information that may be required by the city attorney to assure the city that the development project may be lawfully completed according to the plans sought to be approved.

Staff Comment: The agent submitted a Commitment for Title Insurance.

(6) Phasing. City council may allow or require phasing of the proposed development. All phasing must be related to previous development, surrounding properties, and available public facilities and services, where a failure to proceed with subsequent phases of development will have no adverse impact on the completed phase(s) or surrounding properties.

Staff Comment: The PD Plan proposes for each land use area to be developed as different phases. The timing and order of phasing will be determined when final development plans are submitted and formally reviewed.

(7) Platting. All uses/parcels meeting the definition of a subdivision shall meet chapter 114 (subdivisions) requirements.

Staff Comment: Subsequent to PD approval by City Council, the conceptual subdivision may be submitted for review.

(8) Site plan review. Development requiring site plan review shall comply with Chapter 122, Article IV. A final site plan shall be consistent with a final development plan.

Staff Comment: Site plan review shall occur as required with a designated phase of the development. Portions of the development may only be subject to subdivision requirements.

(9) Development. A development meeting the criteria for a shopping center shall comply with all regulations as set forth in division 29 of chapter 122 (shopping centers) except for: subsections 122-908(7),(8) and (9) and 122-918(a)(l).

Staff Comment: A shopping center is not a part of the proposed PD and therefore an amendment pursuant to Section 122-946 to the PD Plan and Standards book would be required to accommodate the use.

(10) Access to utility systems and public services. A PD shall be located in relation to sanitary sewer lines, water lines, storm/surface drainage systems, and other utility systems.

Staff Comment: Utility services are outlined in detail in the Level of Service Analysis below. All utility services are located in proximity to the development, with the exception of sanitary sewer lines. The closest connection is through the Fore Ranch subdivision north of the subject property.

Variations from Code of Ordinances

The applicant is requesting variances to the following sections of the Ocala Code of Ordinances:

1. *Section 122-286 – Lot requirements.*

   The PD Standards book proposes minimum lot widths of 40-feet for SFR lots and 20-feet for MFR lots. The smallest minimum lot width for R-1 zones is 60-feet in the R-1AA zone, the minimum lot width in the R-3 zone is 100-feet.

2. *Section 114-95 – Block length*

   The PD Standards Book proposes block lengths between a minimum of 199-feet long and 1,050-feet long. The City's Subdivision Design Standards restricts block length to a minimum of 300-feet and a maximum of 600-feet.

3. *Section 114-92(b) & (c) – Sidewalks*

   The PD Standards Book proposes constructing sidewalks on only one side of internal local streets and deferring construction of sidewalks along SW 52nd Street until such a time the City Ocala deems necessary. The City's Subdivision Design Standards requires sidewalks on both sides of all internal streets and that sidewalks be installed on at least the project side of adjacent exterior streets.

4. *Section 114-91 (m) & (n)*

   The PD Plan and Standards Book proposes private 40-foot wide ROW for local internal streets. The Subdivision Design Standards require minimum 50-foot wide ROW for minor local streets and private streets must be approved by City Council.

Staff Comment:

The requested deviations from code allow for a more compact and efficient development that afford flexibility in lot design and street layout.

Table 2: Existing and Proposed Zoning District Standards

	Zoning District	Intent and Purpose	Minimum Lot Width (feet)	Maximum Building Height (feet)
Existing	A-1, General Agriculture (County)	The County code of ordinances indicates the intent of the A-1 district is to preserve agriculture as the primary use. This zoning classification in the Urban Area may be used for agriculture until it is rezoned to another permitted classification.	150-feet	50-feet
Proposed	PD, Planned Development	Development of 230 single-family residential lots, 360 multi-family units, and up to 147,000 square feet of commercial.	20-feet	35 to 50-feet

Staff Comment:

The rezoning of the property to PD will establish a mix of land uses and density/intensity with development standards through the adoption of the PD Plan and Standards Book.

Section 4 - Level of Service (LOS) Analysis

A. Required Public Facilities (adopted LOS standards in the comprehensive plan):

The purpose of this analysis is to identify any potential issues with the city's ability to provide public services to the property to be annexed. The specific services to provide will need to be further evaluated at the time of future development or connection to city services. Currently, the area is not supported by City sanitary sewer service. The nearest connection point resides within the Fore Ranch development north of the subject property. The comprehensive plan sanitary sewer sub element includes policy 2.7, requiring connection, unless the nearest available sewer connections is greater than one-eighth mile from the property. Sewer lines are not located within the right-of-way of SW 52nd Street and the connection point is not within one-eighth of a mile of the property. Development of the subject property will necessitate connection to City public facilities including sanitary sewer.

The following LOS information is provided to indicate available and remaining capacity for required public facilities (those facilities identified in the Comprehensive Plan, Capital Improvement Element Objective 1). As necessary, the analysis may utilize population per household estimates as established by the Florida Bureau of Economic and Business Research (BEBR). The most recent (2025) estimates indicate an average population per household at 2.33 people for Marion County.

Transportation: The subject property has frontage along SW 52nd Street, which connects to SW 60th Avenue to the west. The congestion management data from the Ocala-Marion TPO for the affected roadway is provided below. Developments proposing to generate 100 or more peak hour trips are required to submit a traffic study as part of the site plan review. The concurrent PD Plan indicates a maximum of 590 new dwelling units and 147,000 square-feet of commercial development are proposed; a traffic study will be required at the time development is formally reviewed.

Table 3: Congestion Management Data

Road/Street Names	Lanes	Speed Limit	Functional Classification	Adopted LOS	LOS Capacity	2023 AADT	Existing LOS
SW 60th Ave From: SR 200 To: SW 43rd St Rd	4	45	Arterial	E	35,820	18,300	C

Potable Water: The project is within the City's active service area and service is available. A City water main runs along SW 52nd Street in front of the property. Connections will be determined during the site plan or subdivision review and approval process.

- *Adopted Level of Service (LOS) Potable Water:* 300 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 167 gallons per capita daily (gpcd).
- *Available Capacity:* Capacity is available. The permitted capacity of the City's water system is 18 million gallons daily (mgd), currently 17 million gallons is consumed daily.

Sanitary Sewer: The project is within the City's active service area, however service is not available as there are no existing sanitary sewer lines accessible from the right-of-way directly adjacent to the site. The nearest existing publicly accessible sanitary sewer line is a force main line on SW 50th Ct, approximately 1,875 feet east of the eastern boundary of the project. The extension of City sanitary sewer lines and connections will be determined during the site or subdivision review and approval process.

- *Adopted Level of Service (LOS) Sanitary Sewer:* 250 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 80 gallons per capita daily (gpcd).
- *Available Capacity:* Capacity is available. The permitted capacity of Water Reclamation Facility #2 is 6.5 million gallons daily (mgd) and the permitted capacity of Water Reclamation Facility #3 is 4.0 million gallons daily (mgd), currently 6.3 million gallons is consumed daily.

Parks and Recreation Facilities:

- *Adopted Level of Service (LOS) Solid Waste:* 4.6 developed park acres per 1,000 population for each Regional Park Service Area (RPSA).
- *Available Capacity:* Capacity is available. The City's 71,017 population requires 326.68 developed park acres. The city currently owns and maintains 635.7 developed park acres, pursuant to the Summer 2026 Activity Guide released by the Recreation and Parks Department.

Solid Waste: The subject property is located within the City's service area; refuse pickup will be determined during the site plan or subdivision review process.

- *Adopted Level of Service (LOS) Solid Waste:* 3.54 pounds per capita per day for residential development.
- *Available Capacity:* Solid waste is transported to facilities outside of the City and the City's current contract allows for unlimited tonnage of solid waste.

Schools: The subject property is serviced by Saddlewood Elementary (operating at 96% capacity), Liberty Middle (operating at 93.34% capacity) and West Port High School (operating at 117.22% capacity). The Planned Development Plan may generate up to 75 additional Elementary School-aged students, up to 30 additional Middle School-aged students, and up to 41 additional High School-aged students. West Port High School is over capacity and will require payment of school impact fees as appropriate during the development review process. However, a new high school will open in 2026 that will allow for redistribution of students.

Table 4: Student Generation:

PD26-0001 Scenario					
School Level	**MFR Student Generation Rate**	**SFR Student Generation Rate**	**MFR Units 360**	**SFR Units 230**	**Total**
Elementary	0.137	0.107	50	25	**75**
Middle	0.055	0.043	20	10	**30**
High	0.066	0.071	24	17	**41**

Other Public Facilities:

Electric: The subject property is not in the Ocala Electric Utility service territory. The project will be serviced by Sumter Electric.

Internet: The subject property is not in an Ocala Fiber service area.

Stormwater: Due to the prior mining use, there are several low spots on the subject property within the AE FEMA Flood Zones. The concurrent PD Plan indicates that these areas will be incorporated into the amenity and drainage retention areas which service the property. For any future development, runoff must be retained on-site to match pre-development conditions. Facilities must be designed to provide flood protection for a 100 year, 24-hour storm event.

Fire Service: Ocala Fire Rescue Station #6 is located approximately 0.33 miles from the subject property, at 5220 SW 50th Court, which is within the desired industry standard of 1.5 miles for fire service.

Summary Staff Comments:

The subject property is adjacent to City Limits. Additionally, annexation will provide the city with jurisdiction and oversight for any future development of the property. Having direct decision-making authority over development will help the city ensure compatible and appropriate urban development. Further, the annexation and future development will promote the connection to city utilities, providing additional revenue to maintain public facilities.

Section 5 - Staff Findings and Recommendation

- The PD proposes an overall density of 7.16 units per acre and a maximum commercial FAR of 0.75, which is consistent with the Low Intensity Future Land Use range of minimum density of 3 dwelling unit/acre and maximum of 18 dwelling units/acre, and maximum allowed commercial FAR of 0.75.
- The proposed rezoning is consistent with existing land uses, the Comprehensive Plan, and the City's Code of Ordinances.
- City utilities are available at this location, and no level of service issues have been identified for public facilities as a result of the zoning amendment. Connection to sanitary sewer is possible through the Fore Ranch subdivision to the north of the subject property.

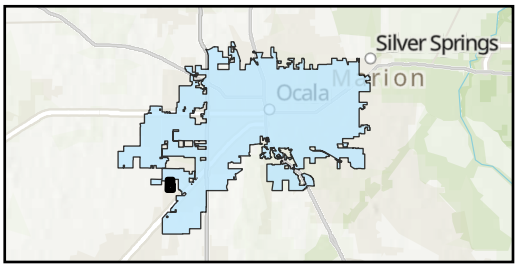
Staff Recommendation: Approval of PD26-0001 with conditions

Staff recommends approval with the following conditions:

1. The existing agricultural use shall cease within one year after zoning approval or prior to any future development of the site whichever occurs first.
2. The existing structures and septic system must be removed from the property prior to any future development of the property.
3. Connection to city public facilities will be required upon further development of the property.
4. All permitted uses by right within the B-2, Community Business shall be permitted within the PD.
5. All roadways within the development shall be privately owned and maintained.

6. A sidewalk along SW 52nd Street shall be provided with the appropriate phases of development that occur along the roadway.

AERIAL MAP



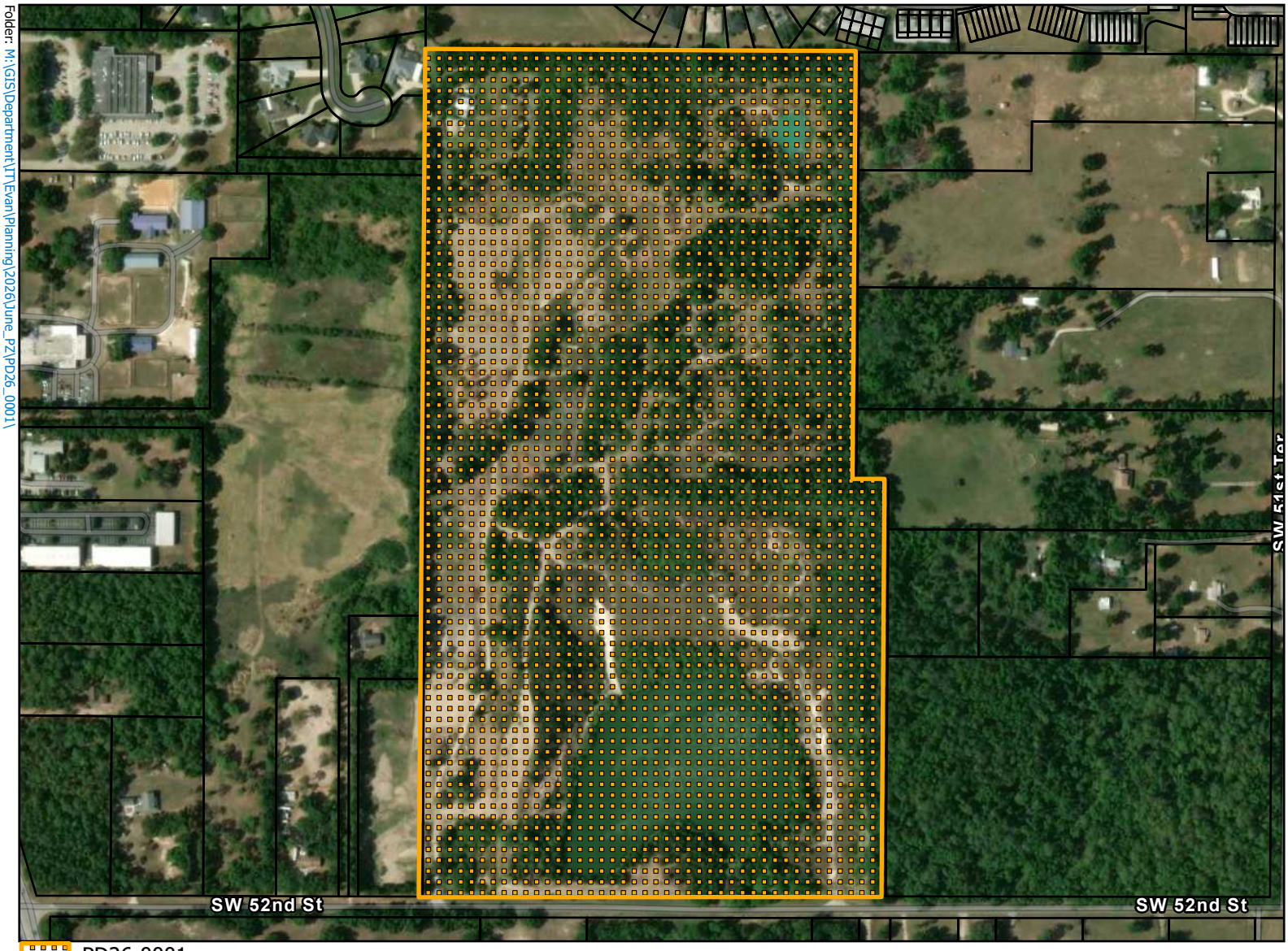
Case Number: PD26-0001

Parcel: 23835-000-00

Property Size: Approximately 82.1 Acres
Land Use Designation: County HR
Zoning: County A-1, General Agriculture

Proposal: Request for annexation to develop a mixed-use project

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PD26-0001

Parcels

0 500 1,000 2,000 Feet

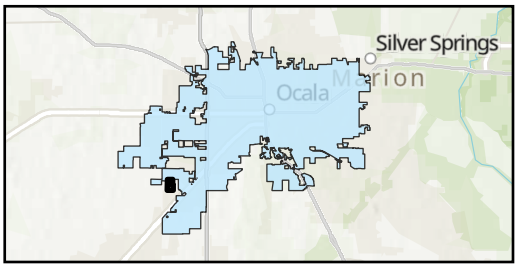
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OCALA

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Prepared by the City of Ocala Growth Management Dep t by ekrepps on 5/21/2026

CASE MAP

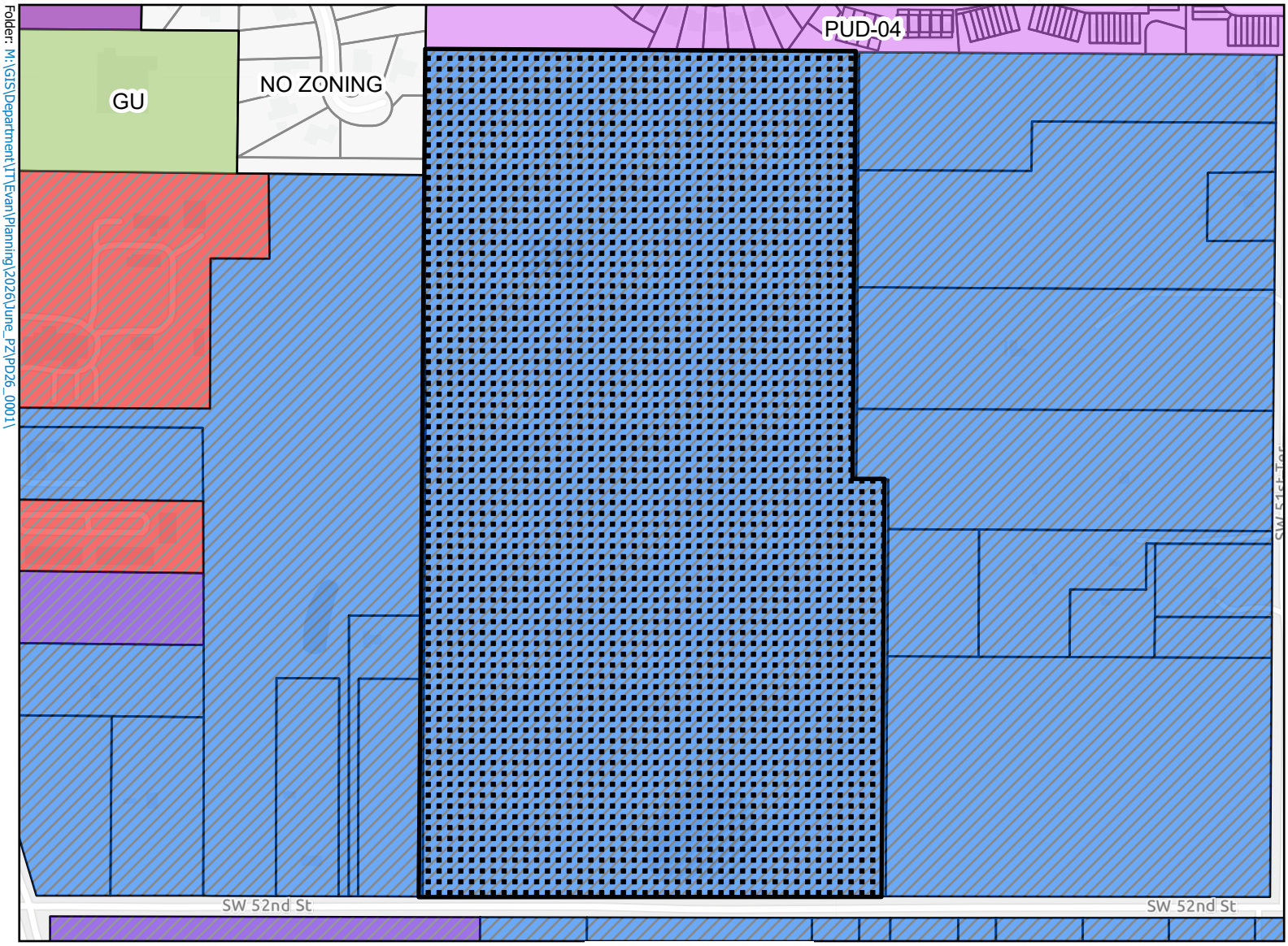


Case Number: PD26-0001

Parcel: 23835-000-00

Property Size: Approximately 82.1 Acres
Land Use Designation: County HR
Zoning: County A-1, General Agriculture

Proposal: Request for annexation to develop a mixed-use project



GU:Governmental Use
PUD-04:Planned Unit Development-4 Units
Planned Development
R-3:Multi-Family Residential
NO ZONING
A-1, General Agriculture (county)
B-2, Community Business (county)
PUD, Planned Unit Development (county)
Parcels
PD26-0001

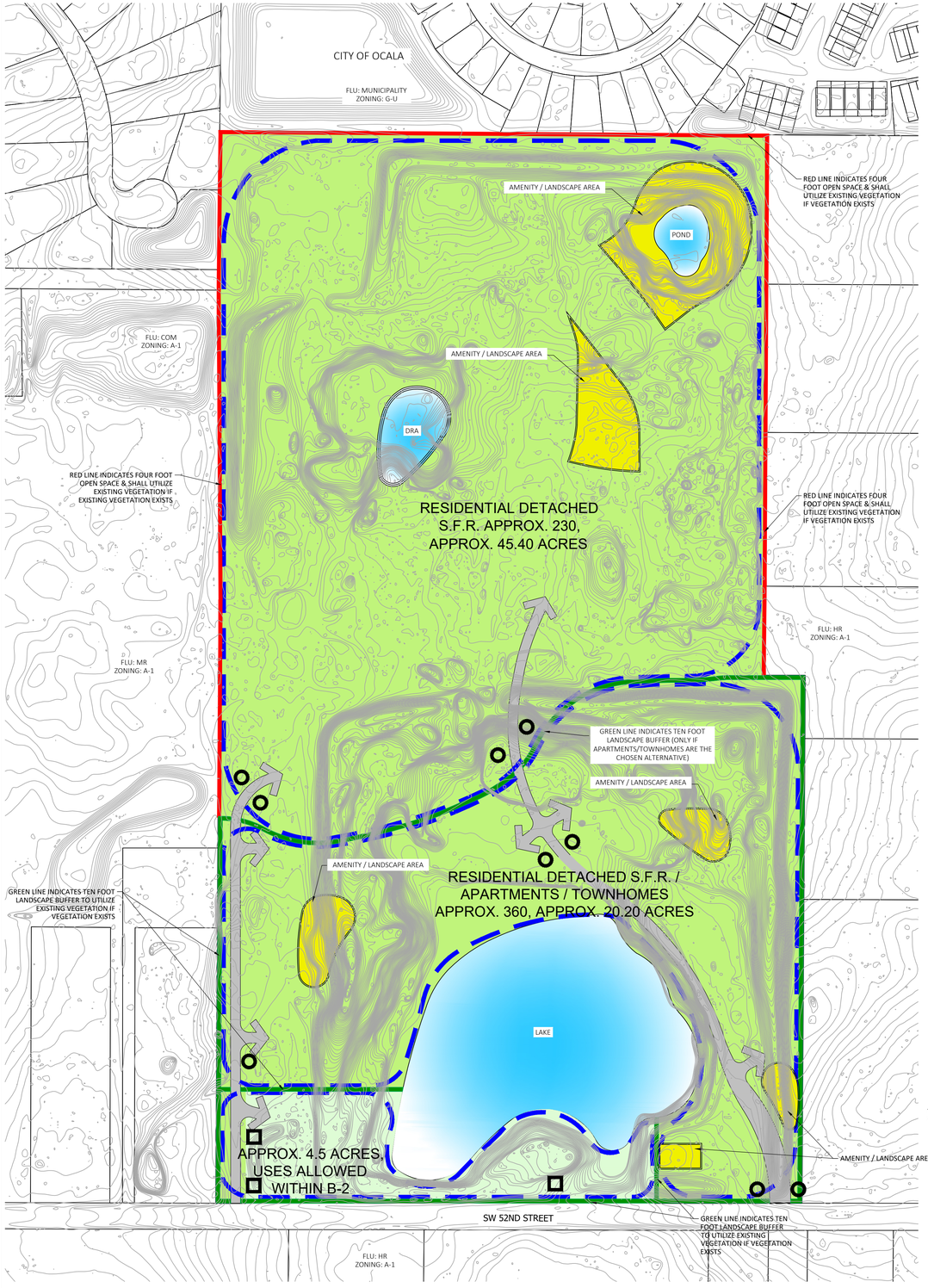
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Prepared by the City of Ocala Growth Management Dept by ekrepps on 5/21/2026



SITE DATA TABLE

OWNER/DEVELOPER:
OCALA 52 PARTNERS, LLC.
PO BOX 8388
FLEMING ISLAND, FL 32006-0011
PH: (904) 509-2255

PARCEL: 23835-000-00

PROJECT AREA:
TOTAL = 82.10 ± AC.

LAND USE & ZONING:
EXISTING FUTURE LAND USE: HR (COUNTY)
EXISTING ZONING: A-1 (COUNTY)
PROPOSED FUTURE LAND USE: LOW INTENSITY
PROPOSED ZONING: PD (CITY)

REQUIRED:

OPEN SPACE	20.52 ± AC. (25% of 82.10 Ac)
AGGREGATE OPEN SPACE:	2.05 ± AC. (10% of 20.52 Ac)

PROPOSED:

OPEN SPACE:	30.74 ± AC.
AGGREGATE OPEN SPACE:	2.87 ± AC.
BUFFERS:	1.73 ± AC.
TOTAL AS SHOWN:	35.34 ± AC. (43% of 82.10 Ac)

DENSITY:

RESIDENTIAL (77.60 AC) - MINIMUM DENSITY REQUIRED:	232 UNITS 3 UNITS / ACRE
RESIDENTIAL (77.60 AC) - MAXIMUM DENSITY ALLOWED:	1,396 UNITS 18 UNITS / ACRE

PROPOSED NOT TO EXCEED 590 UNITS TOTAL

COMMERCIAL AREA (APPROX. 4.50 AC): LIMITED TO B-2 USES AND DEVELOPMENT STANDARDS. (FAR NOT TO EXCEED 0.75 AND SQUARE FOOTAGE NOT TO EXCEED 147,000 SF.)

N

0' 150' 300'

SCALE IN FEET
1" = 150'

NOTES:

1. ALL RIGHT-OF-WAY RADII AT INTERSECTIONS TO BE 25'.
2. PRIVATE ROAD STATUS WITH 40' - 80' RIGHT-OF-WAY WIDTH TOGETHER WITH 10' UTILITY EASEMENT.
3. ALL LOTS IN THIS SUBDIVISION WILL BE SERVED BY CENTRAL WATER AND SEWER.
4. ALL LOTS/TRACTS IN THIS SUBDIVISION SHALL USE THE INTERNAL SUBDIVISION ROADWAYS FOR DRIVEWAY/VEHICLE ACCESS.
5. ALL CONSTRUCTION COVERED BY THESE PLANS SHALL COMPLY WITH THE MATERIAL REQUIREMENTS AND QUALITY CONTROL STANDARDS CONTAINED IN THE CITY OF OCALA LAND DEVELOPMENT CODE.
6. HOME OWNERS ASSOCIATION IS RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF BOTH NEW AND REPLACEMENT QUADRANT STREET SIGNS.
7. WATER/ SEWER UTILITIES PROVIDED BY THE CITY OF OCALA UTILITIES DEPARTMENT.
8. H.O.A. IS RESPONSIBLE FOR THE STORM WATER MAINTENANCE.
9. ACCESSORY STRUCTURES SHALL CONFORM TO THE BUILDING SETBACKS AS ALLOWED IN RESIDENTIAL ZONING.
10. ADDITIONAL PERMITS WILL BE REQUIRED FOR SIGNAGE, WHICH MAYBE LOCATED IN BUFFER EASEMENT.
11. PROPOSED TO BE ANNEXED INTO THE CITY OF OCALA.

GENERAL NOTES:

1. THE PROJECT MAY BE DEVELOPED IN MULTIPLE PHASES, AT THE DISCRETION OF THE DEVELOPER. THE DEVELOPER SHALL NOTIFY THE CITY OF PROPOSED PHASING CHANGES AT THE TIME OF SITE PLAN SUBMITTAL(S). EACH PHASE MAY INCLUDE TEMPORARY SUPPORT TRAILERS (INCLUDING BUT NOT LIMITED TO SALES, CONSTRUCTION, DEVELOPMENT AND REAL ESTATE OFFICES) WHICH WILL BE REMOVED UPON COMPLETION OF WORK IN EACH APPLICABLE PHASE. INFRASTRUCTURE NECESSARY TO SUPPORT EACH PHASE OF THE PROJECT SHALL BE CONSTRUCTED CONCURRENTLY WITH THAT PHASE AS A CONDITION OF PLATTING AND/OR SITE PLAN APPROVAL.
2. ALL BUFFERS SHALL ADHERE TO THE CITY OF OCALA LDC STANDARDS FOR ADJOINING USES ON THE EXTERIOR OF THE P.U.D. BOUNDARIES EXCEPT AS OTHERWISE DEFINED WITHIN THE SUBMITTED DOCUMENTS. NO INTERNAL BUFFER SHALL BE REQUIRED AND LEFT UP TO THE DISCRETION OF THE DEVELOPER.
3. APPLICANT RESERVES THE ABILITY TO REARRANGE OR MODIFY LOCATION OF HOUSING UNIT TYPES PRIOR TO APPROVAL OF FINAL MASTER PLAN. PROVISIONS FOR ADEQUATE BUFFERS WILL BE PROVIDED.
4. THIS PROJECT MAY BE PLATTED AS FEE-SIMPLE LOTS.
5. THIS PROJECT IS ENTIRELY WITHIN FLOOD ZONE X AND AE BASED ON FEMA MAP 12083C0514E.
6. PROPERTY LOCATED IN SECONDARY SPRINGS PROTECTION ZONE.
7. LANDSCAPE PLANS (TREE PRESERVATION & MITIGATION) WILL BE CONTEMPLATED IN THE IMPROVEMENT PLAN STAGE OF THIS DEVELOPMENT

DEVELOPMENT NOTES

1. ROADS, DETENTION AREAS, AND COMMON AREAS WILL BE CONSTRUCTED BY THE DEVELOPER AND WILL BE EVENTUALLY MAINTAINED BY DECLARANT HOA/POA .

ARCHITECTURAL STYLE

NOTES: FACADE COLORS SHALL BE LOW REFLECTANCE, SUBTLE, OR NEUTRAL TONE COLORS. BUILDING TRIM AND ACCENT AREAS MAY FEATURE BRIGHTER COLORS, INCLUDING PRIMARY COLORS.

APARTMENTS TYPICAL SETBACKS

APARTMENTS MINIMUM BUILDING SETBACKS:

BUILDING SEPARATION -	30' MIN.
BUILDING SETBACK FROM E.O.P. -	15' MIN.
BUILDING HEIGHT-	50' MAX.
BUILDING SETBACK FROM PERIMETER -	25' MIN.

INGRESS/EGRESS EASEMENT - 30' + 10' UTILITY EASEMENT TWO SIDES

COMMERCIAL:

DEVELOPMENT TO OCCUR AS COMPLIANT TO B-2 / B-2 A DEVELOPMENT STANDARDS.

SIGN LOCATIONS:

- COMMERCIAL SIGN
- RESIDENTIAL SIGN

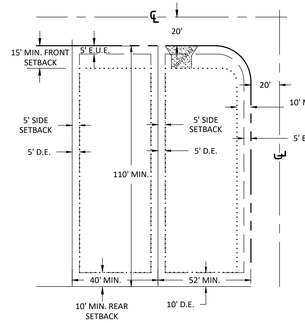
*SIGN LOCATIONS ARE PRELIMINARY AND ARE SUBJECT TO CHANGE

AM AND PM PEAK HOUR TRIPS

ITE 210 (230 UNITS):	AM = 168 TRIPS PM = 226 TRIPS
ITE 221 (360 UNITS):	AM = 120 TRIPS PM = 152 TRIPS
ITE 820 (100,000 SF):	AM = 202 TRIPS PM = 543 TRIPS
ITE 931 (47,000 SF):	AM = 34 TRIPS PM = 367 TRIPS



VICINITY MAP
SCALE: 1" = 2000'

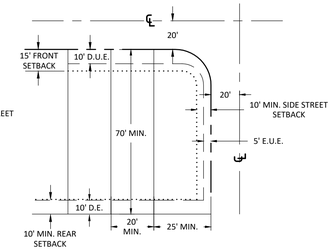


S.F.R. TYPICAL LOT DETAIL

N.T.S

S.F.R. MINIMUM BUILDING LOT LINE SETBACKS:

FRONT -	15' MIN.
REAR -	10' MIN. (5') ACCESSORY
SIDE -	5' MIN. (5') ACCESSORY
SIDE STREET -	10' MIN. (5') ACCESSORY
BUILDING HEIGHT -	35' MAX.



TOWNHOMES TYPICAL LOT DETAIL

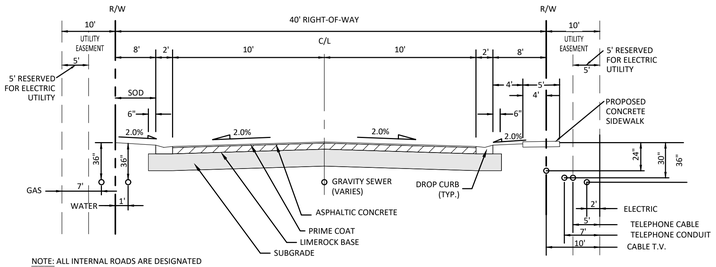
N.T.S

TOWNHOMES MINIMUM BUILDING LOT LINE SETBACKS:

FRONT -	15' MIN.
REAR -	10' MIN. (5') ACCESSORY
SIDE -	0'
SIDE STREET -	10'
BUILDING HEIGHT -	35' MAX.

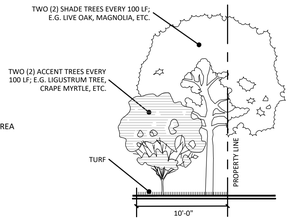
TOWNHOMES MINIMUM BUILDING PROPERTY LINE SETBACKS:

FRONT -	15' MIN.
REAR -	10' MIN. (5') ACCESSORY
SIDE -	10' MIN.
SIDE STREET -	10'
BUILDING HEIGHT -	35' MAX.



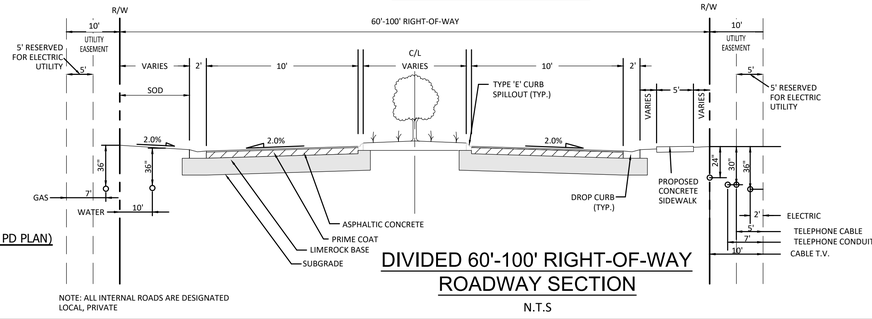
NOTE: ALL INTERNAL ROADS ARE DESIGNATED LOCAL, PRIVATE

40' PRIVATE LOCAL RIGHT-OF-WAY ROADWAY SECTION



10' LANDSCAPE BUFFER (INDICATED BY GREEN LINE ON PD PLAN)

BUFFER SHALL CONSIST OF A 10-FOOT WIDE LANDSCAPE STRIP WITHOUT BUFFER WALL. THE BUFFER SHALL CONTAIN AT LEAST TWO (2) SHADE TREES AND TWO (2) ACCENT/ORNAMENTAL TREES FOR EVERY 100 LINEAL FEET OR FRACTIONAL PART THEREOF.



NOTE: ALL INTERNAL ROADS ARE DESIGNATED LOCAL, PRIVATE

DIVIDED 60'-100' RIGHT-OF-WAY ROADWAY SECTION

N.T.S

Tillman & Associates
ENGINEERING, LLC.
CIVIL ENGINEERING - PLANNING - LANDSCAPE ARCHITECTURE - ENVIRONMENTAL
1720 SE 16th Ave. Bldg 100, Ocala, FL 34471
Office: (352) 387-4540 Fax: (352) 387-4545

REVISIONS

DATE

OCALA 52 PARTNERS
CITY OF OCALA, FLORIDA

BUBBLE DIAGRAM

DATE 01/20/2026
DRAWN BY SM
CHKD. BY JH
JOB NO. 25-0119

SHT. 1

NOT VALID UNLESS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER

Ocala 52 Partners

PD Standards

Prepared For:

Ocala 52 Partners, LLC

Prepared: January 2026
Revised: April 2026

Tillman & Associates
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2026

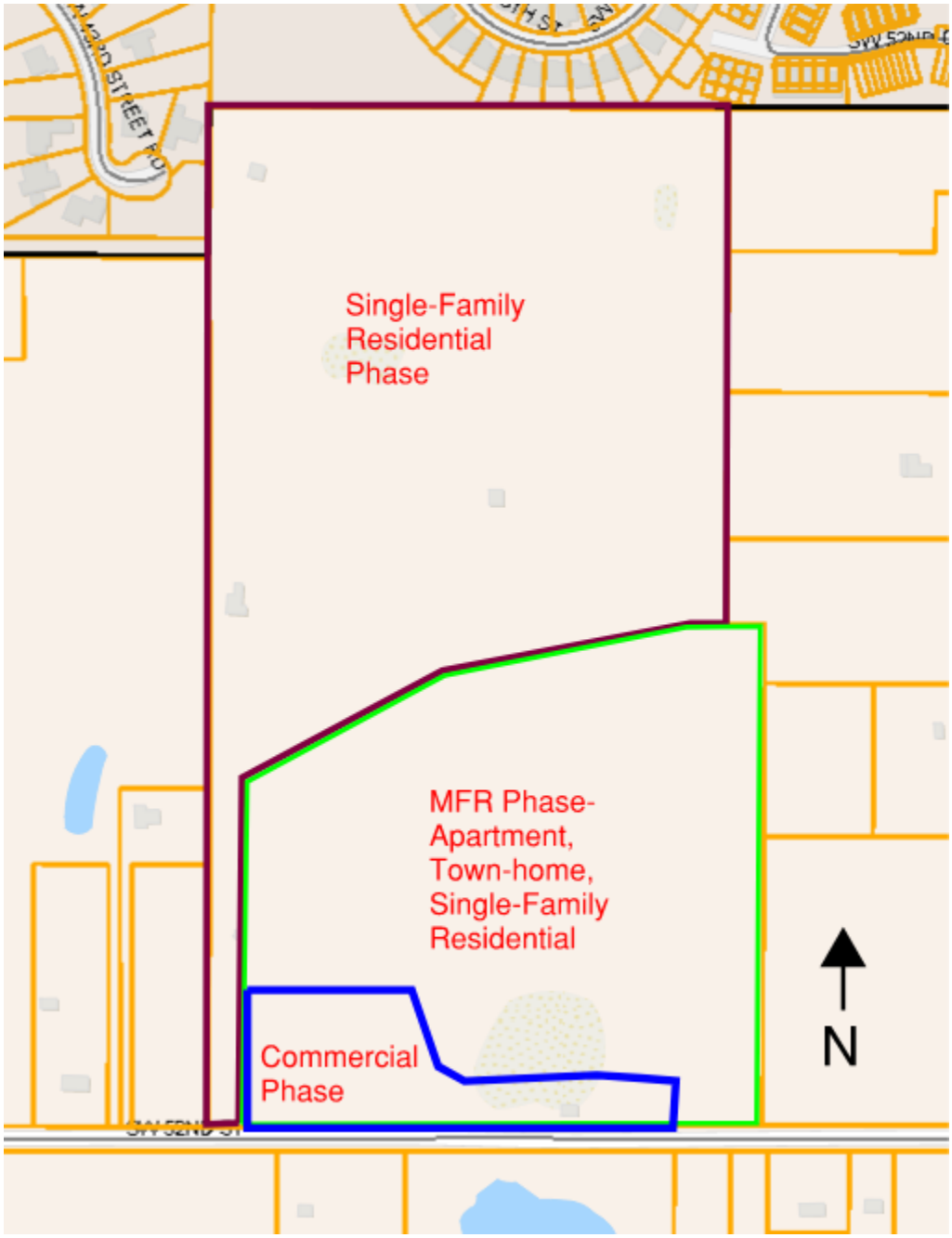
Tillman & Associates
ENGINEERING, LLC.

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Phasing:


Single-Family
Residential
Phase
MFR Phase-
Apartment,
Town-home,
Single-Family
Residential
Commercial
Phase
N

Introduction:

The Ocala 52 Partners, LLC Planned Development (PD) comprises approximately 82.10 +/- acres formerly in the unincorporated area of Marion County. An application has been filed to annex into the City of Ocala. It is located at 5575 SW 52nd Street. The property is located within an area that is adjacent to residential and agriculturally zoned parcels. This site was formerly a mining operation but has since ceased to operate as a mine for some time. The adopted land use of low intensity supports the goals defined in the City's Comprehensive Plan. The PD Plan for Ocala 52 Partners, LLC provides a guideline for the development patterns, design qualities, and transportation systems, at a conceptual level, for this project.

These Standards serve as the foundation for the planning development efforts of the plan, consistent with the provisions of the City's Planned Development district and Low Intensity Future Land Use classification. In compliance with the City's PD requirements, the Ocala 52 Partners, LLC PD Plan is comprised of several components intended to provide assurance that the development of the property complies with the standards and requirements of the City's Comprehensive Plan and Chapter 122 of the Code of Ordinances. The PD Plan and Design Standards are the culmination of a comprehensive and collaborative planning process designed to provide the framework for the development within this area. The PD Plan identifies and graphically depicts the proposed development and provides the land uses and density/intensity envisioned within each area. The phase uses have been noted in Table 1 to further identify respective design standards and other guiding principles.

The Development Standards may be amended by the Applicant and/or their designee, from time to time, to reflect changes in market conditions and development processes. The PD Plan includes Standards that have been developed based on existing site features, available infrastructure, and the City's overall vision for the area. The PD Plan provides sustainable land use which is compatible internally and with adjacent properties. The Standards provide flexibility to best respond to current and future market forces, changes in building and development patterns and community demographics. The project's proposed densities and intensities are consistent with the Low Intensity Future Land Use classification of the city's adopted Comprehensive Plan. The project will be designed to provide compatibility with adjacent properties and land uses transitions between land uses.

Table 1: Ocala 52 Partners Land Use Classification

Land Use	Intent
SFR - Single-Family Residential	Detached Residential lots
MFR - Multi-Family Residential	Townhomes, Apartments, and/or Detached Residential lots
COM - Commercial	The following uses as allowed within B-2: ***General Retail***: Bakery Store, Drugstore, Electronics Store, Furniture Store, Grocery Store, Hardware Store, Home Decorating Store, Pharmacy, Roadside Fruit and Vegetable Sales, Specialty Retail Store, Used Merchandise Store. ***Service Uses:*** General Business Service, Parking Lot, Security System Services. ***Eating or Drinking Establishment:*** Alcoholic Beverage Establishment (on & off premises consumption), Fast Food Restaurant, Restaurant (enclosed) optional drive through window as an accessory use. ***Hospitality and Tourism:*** Antique Gallery/ Art Gallery/ Museum. ***Office Use:*** Commercial Photography, Computer Maintenance and Repair, Financial Institution, Photocopying and Duplicating service, Photofinishing laboratory, Prepackaged software services, Print Shop, Professional and Business Office. ***Personal Services:*** Hairstyling shop, Coin operated laundry and dry cleaning, mini-warehouses, Beauty Salon, Massage Parlor, Automobile cleaning and detail service. ***Community Service:*** Church/place of worship, Day care facility, Private Club. ***Recreational Use:*** Commercial Recreation indoor, Dance/art/music studio, Physical Fitness Center, Recreation Facility indoor, Park/Open space area. ***Health Care:*** Medical and Dental Offices, Professional Offices (real estate, Attorney, Architect, Engineer, etc.), Small animal Veterinarian office. Indoor Microbrewery/micro distillery. ***Residential:*** Attached residents as an accessory to a business. May be above the commercial structure or attached to commercial structure.

Overall Guiding Principles:

The Ocala 52 Partners, LLC PD consists of residential uses ranging from single-family to multi-family apartments. The south boundary along SW 52nd Street will have commercial land uses that include uses allowed in the B-2 which includes retail, restaurant, medical, or professional offices. Refer to Table 1 above for available uses. Each phase within the PD will develop into a safe, attractive, sustainable, connected, and economically viable destination. The following specifications are intended to provide a framework for development and provide for implementation of the overall vision.

Architecture

- The images shown on pages 12-15 of this document are merely examples and are for visual representation only.
- Architectural style shall be cohesive in nature for each use within the development.
- Buildings shall include architectural features that provide visual interest, break up aesthetically similar areas, and recognize local character. Predominant exterior building materials shall be compatible with materials used by surrounding properties, including but not limited to brick, wood, sandstone, and other types of stone and textured concrete masonry units.
- Façade colors shall be low reflectance, subtle, or neutral tone colors. Building trim and accent areas may feature brighter colors, including primary colors.
- Buildings should be organized and arranged to reinforce the primary street edges, to provide for transit opportunities (when appropriate), and to complement the topography, vegetation, or other natural features of the site.
- The overall site design intent shall be to strengthen building-to-street relationships and to reinforce a balance between pedestrian and vehicular movements. The location of a building entrance is a key design element that can enhance or detract from a strong building/pedestrian connection. Emphasis shall be placed on logical and rational building entrances and the connection to the primary road frontage of the building.
- The location and design of surface parking is important in establishing the character of the project.
- Building designs within individual developments or sub-Pods should complement one another through design and/or use of similar building materials and consistent landscape design.

- The project architecture shall promote and enhance a pedestrian scale and orientation on any façade facing a street, through building articulation, transparency, or other design treatments.
- Building form should articulate site access points and other points of interest to assist in pedestrian and vehicular wayfinding.
- Buildings should be articulated to highlight access to building entrances and public/common spaces. Design elements may include but not limited to, canopies, overhangs, recesses, projections, arcades, arches, or display windows.
- The street network should be safe and interconnected, and should support multiple modes of travel including vehicular, bicycling, pedestrian, and transit where applicable.
- Streets and the roadway network should promote pedestrian activity in a safe and comfortable environment.
- Buildings shall be organized to group the utilitarian functions away from the public view from public streets. Delivery and loading operations, HVAC equipment and A/C condensers, dumpster locations, backflow preventers and other utility and service functions shall be screened and incorporated into the overall design of the building and landscaping as required per code.
- Dumpsters shall be screened; designs and construction materials should complement the primary building.
- Vehicular service areas for multiple buildings are encouraged to be consolidated whenever possible.
- Full access driveways should be designed to minimize congestion on streets through the use of shared use entry drives at predetermined median openings.
- Pedestrian and automobile traffic should be separated to the extent possible. Where such traffic conflicts occur, consideration should be given to special paving or similar techniques to clearly mark such crossings.
- Large parking areas should contain clearly defined pedestrian corridors to provide safe access to adjacent buildings.
- Crosswalks may use enhanced paving materials that are complementary to adjacent development.
- Public space may be coordinated with water management facilities to provide amenities, such as water feature overlooks, or paths.
- Driveway and parking lot areas should be illuminated for safe maneuvering of motor vehicles. Lighting assemblies along driveways shall be consistent in type and color, with those used in the common areas and should generally not exceed 20 feet in height;

pedestrian level lighting should generally not exceed 15 feet in height. Light fixtures may allow for additional elements such as noncommercial banners or hanging planters. Lighting must include cut-off fixtures to minimize light pollution on adjacent properties.

- Commercial development shall comply with Division 29 Chapter 122. Compliance shall be demonstrated at the time of site plan submittal.

Site Lighting

- Light fixtures shall be appropriately designed and not impede the vision of pedestrians and motorist.
- Street lights shall have uniform motif and finish to provide continuity throughout the site.
- Light fixtures shall not exceed the following heights:
  - Parking lots - 30 feet
  - Pedestrians -20 feet
- The design of site and street lighting shall include existing and future tree locations to maintain appropriate levels of illumination.
- Promote use of LED lighting
- Light fixtures and security lighting shall be cut-off fixtures.
- Promote use of “dark sky” principles and practices.

Amenities

- Usable aggregate open space as required Sec. 122-942(a)(4)(d) will comprise amenities comparable to those shown on page 16 or amenities of equivalent value to future residents. Proposed uses such as but not limited to shall include pickle ball courts, playground equipment, covered pavilion, dog park, walking trails that enhance the existing features on site.

Landscape

- Plants shall be Florida No. 1.
- Landscape plantings should include a diverse combination of deciduous and evergreen trees, shrubs, grasses, and ground covers.
- Drought tolerant plants are encouraged.
- Promote low-use irrigation.
- Landscape materials that are problematic invasive are prohibited.
- Shade trees shall be 10’ away from underground utilities.
- Shade trees shall be 4’ away from edge of pavement, curb, or sidewalk.
- Shade trees shall not conflict with buildings.

- Landscape Plans, including Tree Mitigation and Tree Preservation, to be provided at time of improvement plan submittal.

Development Standards:

The Ocala 52 Partners, LLC PD is intended to provide flexibility in design while meeting the City's intent for development of the area. The Ocala 52 Partners, LLC PD Standards and supporting application materials provide for a high standard of development and minimize impacts to and from adjoining land uses. The commercial and other uses are intended to provide convenient access for walking and bicycling for residents of the area. The overall program distribution may be adjusted according to the needs of the community in accordance with the City's land development regulations, providing the total densities and intensities included in the PD Plan are not exceeded. The Ocala 52 Partners, LLC PD Plan provides appropriate buffers, setbacks and development standards to mitigate impacts existing adjoining residential uses.

*These standards apply in addition to the City of Ocala Land Development Regulations. In cases where these standards conflict with the requirements of the Land Development Regulations, then normal code requirements will apply. ***These standards deviate from normal requirements.***

Tillman & Associates ENGINEERING, LLC.

Table 2-1: Development Standards

Standard	Requirement
Lot Size and setbacks*	**See Development Table Below**
Accessory structures*	Auxiliary uses such as but not limited to AC/HVAC units, generators, gas tanks, condensers, backflow preventors, and other utilities and services shall be allowed to encroach into setbacks. This deviates from Section 122-252 & 122-254.
Parking	Parking shall be pursuant to Section 122, Article VI, Division 2 of the Code of Ordinance. Developments may provide shared parking facilities as permitted by City Code or detailed parking study.
Signage	See Signage plans on pages 19-22 for further details.
Buffers	See cross section on page 18 for further details. Shall comply with Sec. 122-260 (1), (2), (4), (9), and (10).
Open Space	There shall be a minimum open space requirement of 25 percent of the total gross acreage for all development in a mixed-use PD project. At least ten percent of the total required open space shall be in usable aggregate form. Aggregate open space is defined as common open space areas that are designed and intended for use by all occupants/residents of a PD (Sec. 122-942(a)(4)(d)).
Building Materials	25% of the street facing side of a building and signs shall have a minimum of two different but complimentary materials. Refer to the included Architectural Styles for Single-Family Residence, Townhomes Residence, and Apartments as examples of residential materials.
Access	Project shall provide at least two accesses to public or private road as generally illustrated on the PD Plan.
Residential Blocks*	Residential blocks required to be between 300'-600' in length. LDR Sec 114-95 (b). Residential blocks may range from 199'-1,050' in length.
Sidewalks*	Sidewalks are being constructed on one side of internal streets. Sidewalk to be deferred for construction along SW 52nd Street until such time the City of Ocala deems necessary to install. This is deviating from Sec. 114-92 (b) (c) (d).
Streets*	Refer to cross-section provided on page 17 below. This is deviating from 114-91 (m) (n). Requesting private road status with 40' min. width ROW.

Unified Control	The project area is currently under single ownership. All roads and DRAs shall be private and maintained by an established POA or HOA.
Landscape, and Tree Mitigation*	Landscape & Tree Mitigation plan to be deferred to Improvement Plan submittal. Section 122-943(a) (12) (13) requires submittal at PD.

Table 2-2: Development Standards

Proposed Uses	
Category	Uses
COM	B-2 (Community Business District) uses
SFR	Residential Lots
MFR	Townhomes
APT	Apartments
ACCESSORY	Commercial to consist of storage/ maintenance buildings. Residential to consist of similar uses as allowed in section 122-254 of the Code. Accessory uses may be permitted in rear or side yard provided setbacks are met. No accessory dwelling units such as a guest cottage is being proposed.

PROPOSED DEVELOPMENT STANDARDS

STRUCTURE TYPE		MINIMUM LOT			MINIMUM SETBACKS						MAX HEIGHT
		WIDTH	DEPTH	AREA	FRONT	REAR	SIDE/CORNER	BUILDING SEPARATION	SETBACK FROM EOP	SETBACK FROM PERIMETER	
COM	PRINCIPLE	N/A	N/A	N/A	N/A	N/A	N/A	30'	N/A	25'	50'
	ACCESSORY	N/A	N/A	N/A	N/A	5'	5'/5'	N/A	N/A	N/A	30'
SFR	PRINCIPLE	40'	110'	4,400 SF	15'	10'	5'/10'	N/A	N/A	N/A	35'
	ACCESSORY	N/A	N/A	N/A	*	5'	5'/5'	N/A	N/A	N/A	20'
APT	PRINCIPLE	N/A	N/A	N/A	N/A	N/A	N/A	30'	N/A	25'	50'
	ACCESSORY	N/A	N/A	N/A	*	5'	5'/5'	N/A	N/A	N/A	30'
MFR - TOWNHOMES (FEE SIMPLE)	PRINCIPLE	20'	70'	1,400' SF	15'	10'	0'/10'	N/A	N/A	N/A	35'
	ACCESSORY	N/A	N/A	N/A	*	5'	5'/5'	N/A	N/A	N/A	20'
MFR - TOWNHOMES (RENTAL)	PRINCIPLE	20'	70'	1,400 SF	15'	10'	0'/10'	30'	15'	25'	35'
	ACCESSORY	N/A	N/A	N/A	*	5'	5'/5'	N/A	N/A	N/A	20'

Commercial- Intensity (Min and Max FAR)	0.0 (Min.); .75 (Max.) - Commercial Area not to exceed 147,000 SF.
SFR Detached- Density (Min and Max per GA)	3 DU/ per Gross Acre; 18 DU/ per Gross Acre – Residential not to exceed 8 units per acre.
Multi-family/Townhomes/Apartments Density (Min and Max GA)	3 DU/ per Gross Acre; 18 DU/ per Gross Acre – Multi- Family not to exceed 18 units per acre.

Architectural Styles: Single Family Residence



Single Story



Two Story



Interior Design

Townhomes (fee-simple or rentals)





Interior Design



Multi-Family Apartments





Interior Design



Commercial structures, such as but not limited to below, subject to change at time of development in order to be unified with surrounding theme and environment:



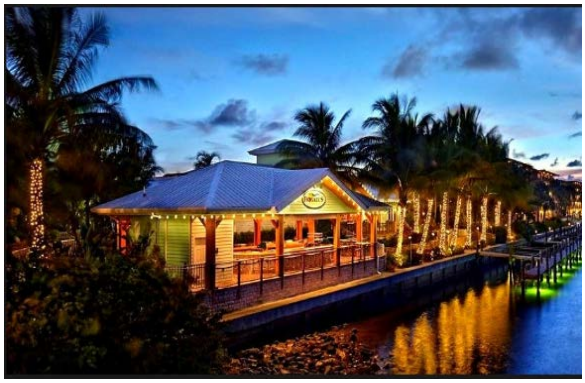






Restaurant style atmosphere adjacent to waterbody. Intended to be similar, however subject to change at time of development in order to be unified with the surrounding theme or environment.





Amenities:

Playground Equipment



Sidewalks



Pickle Ball Courts



Covered Pavillion



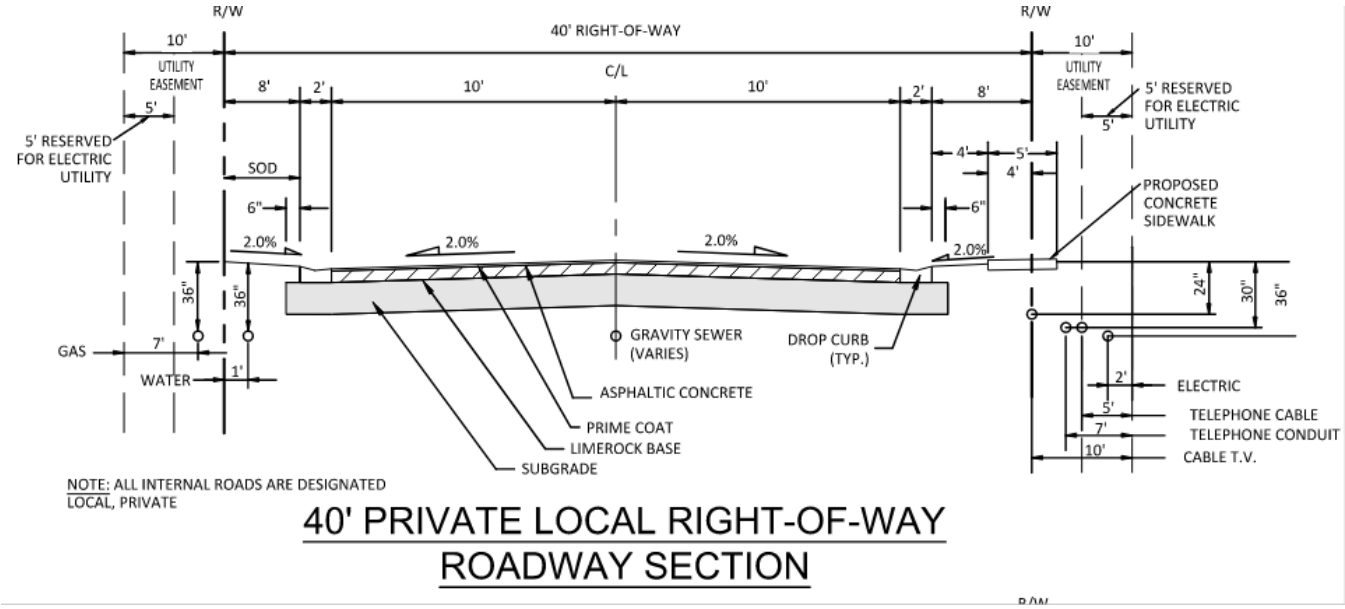
Dog Park



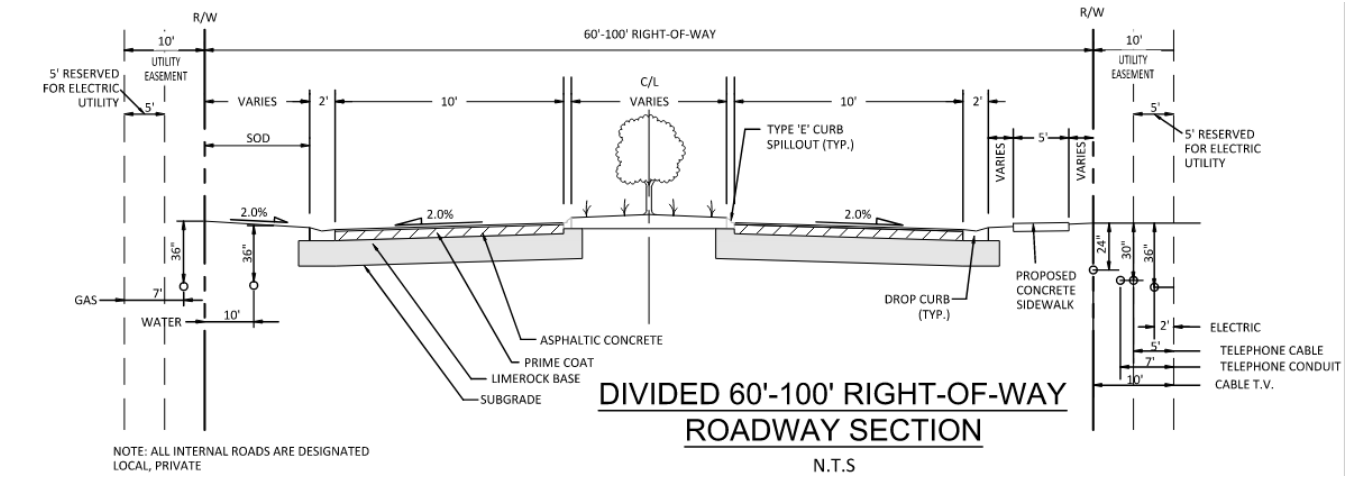
Walking trail with pervious material



Roadway Sections:



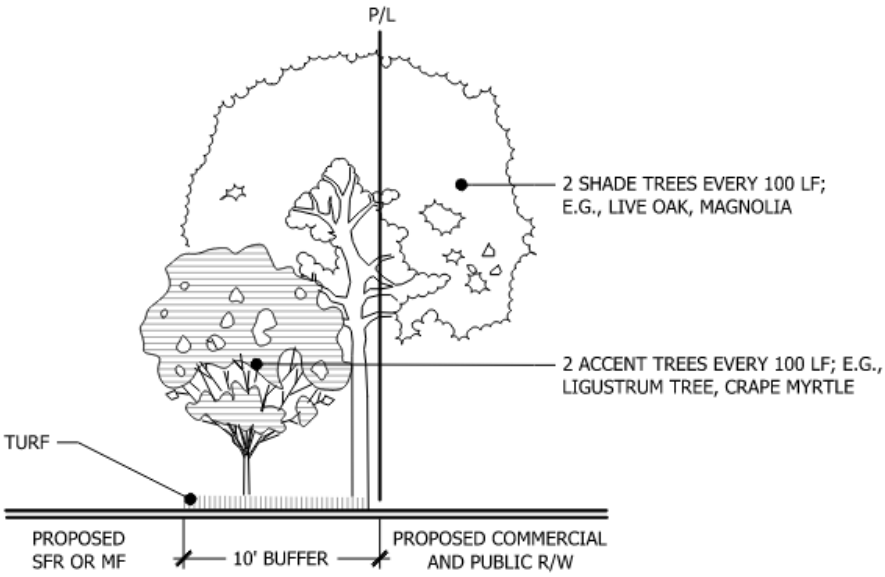
40' PRIVATE LOCAL RIGHT-OF-WAY
ROADWAY SECTION



DIVIDED 60'-100' RIGHT-OF-WAY
ROADWAY SECTION
N.T.S

Tillman & Associates ENGINEERING, LLC.

Buffer Cross Section:



10' LANDSCAPE BUFFER

NOT TO SCALE

10' LANDSCAPE BUFFER
BUFFER SHALL CONSIST OF A 10-FOOT WIDE LANDSCAPE STRIP WITHOUT A BUFFER WALL. THE BUFFER SHALL CONTAIN AT LEAST TWO SHADE TREES AND TWO ACCENT/ORNAMENTAL TREES FOR EVERY 100 LINEAL FEET OR FRACTIONAL PART THEREOF.

Signage

- Entrance monuments / signs shall be located to create an arrival threshold.
- Sign construction and placement shall comply with Florida Department of Transportation regulations, e.g. line -of-sight safety requirements.
- Signs shall complement the building architecture through style, material, and color.
- Signs shall not adversely impact the vision of pedestrians and motorist.
- Wall signs shall have maximum total of 64 square feet. The maximum sign area shall be 24 square feet per sign.
- Interior signage such as directional or not visible from SW 52nd shall comply with Code with exception to provisions of this PD standards.

Entrance Sign (Commercial):







Tillman & Associates ENGINEERING, LLC.

Entrance Sign (Commercial):

Description

- Signs are subject to the requirements set forth in Ocala Code of Ordinances Chapter 110.

Standards

- Signs shall be set back a minimum of five feet from public rights-of-way.
- Multi-tenant signs shall have two different but complimentary materials for example cultured stone and stucco. Signs shall complement each other to create a cohesiveness throughout the development.
- Sign shall have a maximum of 5 cabinets.

Dimensions

• Sign area maximum = 128 sf each side		**A**
• Height (max):	**20’**	**B**
• Pedestal height (min/max)	**3’/ 6’**	**C**

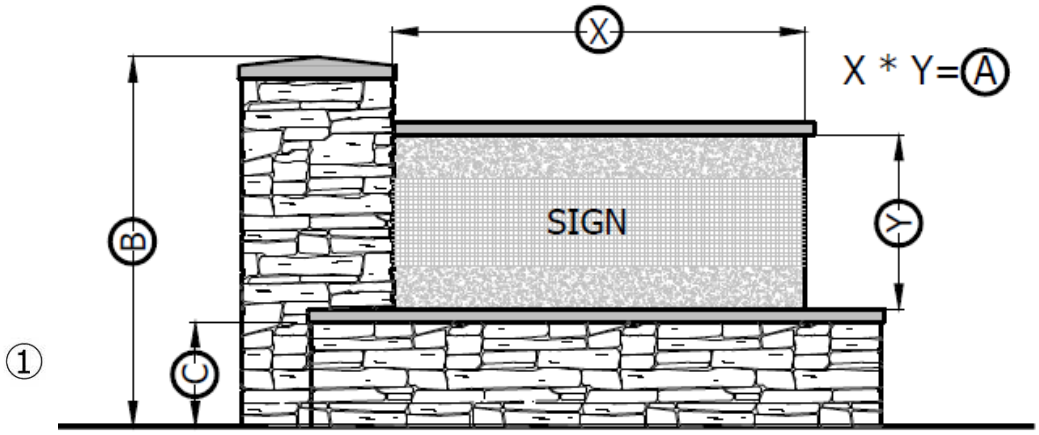
Number of Signs

- One freestanding sign structure shall be permitted for each public right-of-way entrance on private property or as delineated on PD Plan provided.
- Interior or directional signage not to exceed 10 square feet in size or 8 feet in height.

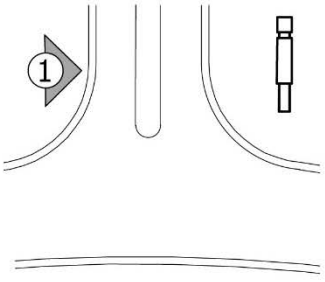
Prohibitions

- Any sign which constitutes a traffic hazard or a detriment to traffic safety by reason of its size, location, movement, content, coloring, or method of illumination.
- Signs which move or give the appearance of moving, including banners, pennants, streamers, string pennants, balloons and all other signs which flutter, undulate, swing, oscillate, rotate, or otherwise move by natural or artificial means.
- Roof signs that are constructed or maintained upon the roof of any building or any wall sign extending more than thirty-six (36) inches above the roof line or parapet wall of a building.
- Signs should not interfere with views of buildings.
- Excessive number of individual signs.

Entrance Sign (Residential):









Entrance Sign (Residential):

Description

- Signs are subject to the requirements set forth in Ocala Code of Ordinances Chapter 110.

Standards

- Monument signs must display the street address of the property. Where multiple addresses exist with the same street frontage, the highest and lowest street address numbers must be identified. Numbers must be a minimum of 8 inches in height and be visible from both directions of travel.
- Monument signs must be set back at least 10' from side lot line and 5 feet from R.O.W.
- Monument signs shall have two different but complimentary materials for example cultured stone and stucco. Signs shall complement each other to create a cohesiveness throughout the development.

Dimensions

• Sign area maximum = 32 sf each side		A
• Height (max):	**12'**	**B**
• Pedestal height (min/max)	**3'/ 6'**	**C**

Number of Signs

- Two monument signs (one at each entry) are allowed along street frontage. Please refer to PD Plan for proposed locations of signage.
- Interior or directional signage not to exceed 10 square feet in size or 8 feet in height.

Prohibitions

- Any sign which constitutes a traffic hazard or a detriment to traffic safety by reason of its size, location, movement, content, coloring, or method of illumination.
- Signs which move or give the appearance of moving, including banners, pennants, streamers, string pennants, balloons and all other signs which flutter, undulate, swing, oscillate, rotate, or otherwise move by natural or artificial means.
- Roof signs that are constructed or maintained upon the roof of any building or any wall sign extending more than thirty-six (36) inches above the roof line or parapet wall of a building.
- Signs should not interfere with views of buildings.
- Excessive number of individual signs.

Tillman & Associates ENGINEERING, LLC.

Plant Sample:

Planting material	
Botanical Name	**Common Name**
Shrubs, Grasses, Groundcovers	
Agapanthus africanus	Lily-of-the-Nile
Dianella tasmanica 'Variegata'	Variegated Flax Lily
Dietes vegeta	African Iris
Illicium parviflorum	Yellow Anise
Ilex vomitoria 'Stokes Dwarf'	Schilling's Dwarf Yaupon Holly
Ligustrum japonicum	Ligustrum
Liriope muscari	Liriope
Muhlenbergia capillaris	Muhly Grass
Paspalum notatum 'Argentine'	Argentine Bahia
Pittosporum tobira 'Variegata'	Variegated Pittosporum
Serenoa repens	Saw Palmetto
Spartina bakeri	Cordgrass
Stenotaphrum secundatum 'Floratam'	St. Augustine 'Floratam'
Tulbaghia violacea	Society Garlic
Trachelospermum jasminoides	Creeping Jasmine
Viburnum obovatum 'Mrs. Shillers Delight'	Dwarf Walters Viburnum
Viburnum odoratissimum	Sweet Viburnum
Viburnum suspensum	Sandankwa Viburnum
Zamia floridana	Coontie
Trees	
Acer rubrum 'Florida Flame'	Flame Red Maple
Ilex x 'Nellie R. Stevens'	Nellie Stevens Holly
Ilex vomitoria	Weeping Yaupon Holly
Lagerstroemia indica	Crape Myrtle
Ligustrum japonicum	Ligustrum, tree-form
Liquidambar styraciflua	Sweetgum
Magnolia grandiflora 'D.D. Blanchard'	D.D. Blanchard Magnolia
Myrica cerifera	Wax Myrtle
Pinus elliottii	Slash Pine
Pinus palustris	Longleaf Pine
Prunus angustifolia	Chickasaw Plum
Sabal palmetto	Sabal Palm
Taxodium distichum	Bald Cypress
Ulmus alata 'Winged'	Winged Elm
Quercus shumardii	Shumard Oak
Quercus virginiana	Live Oak

Tillman & Associates ENGINEERING, LLC.

Legal Description:

Legal Description for Parcel 23835-000-00

THE NE ¼ OF THE SW ¼ AND THE SE ¼ OF THE SW ¼ OF SECTION 33, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. EXCEPT THE SOUTH 30 FEET FOR ROAD RIGHT-OF-WAY.

AND

THE WEST 1.5 CHAINS OF THE SW ¼ OF SE ¼ OF SECTION 33, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.

BEING 82.40 ACRES, MORE OR LESS.

Outlook

Fwd: 5575 SW 52nd St. Change from AG to Major Development on an old Mine Site

From Cheri Dobratz <cheridobratz@gmail.com>
Date Mon 7/13/2026 3:38 PM
To David Sablan <dsablan@ocalafl.gov>; Jeff Shrum <jshrum@ocalafl.gov>
Cc Danielle Dobratz <danielledobratz@gmail.com>; Marcia Armstrong <ma4art@embarqmail.com>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

First I am responding to the developers claim at the last meeting that he was actually improving the property and lessening the risk after we voiced our concerns. He stated that the property would be in better condition after he develops it. He compared it to Adena which is 1500 acres, not 82.

Here is the AI response to my question ... Does building on an old limestone mine site provide more protection from sinkholes?

No. Building on an old limestone mine site does not provide more protection from sinkholes; it actually increases your exposure to mine subsidence and ground collapse. Removing limestone alters the earth's structural support, leaving the ground above vulnerable to localized cave-ins. [1, 2, 3]

Why Old Mine Sites are Risky

Mine Subsidence: Abandoned underground mines often used a "room and pillar" method where massive stone columns were left to hold up the roof. Over time, these pillars can deteriorate or collapse, leading to sinkholes directly on the surface. [1, 2]

Erosion and Raveling: Acidic groundwater moving through fractured limestone can wash overlying soil into underground cavities. This process undermines the topsoil, eventually causing a sudden collapse.[1, 2, 3, 4]

Added Surface Weight: Constructing heavy buildings, roads, or retention ponds on a site with historical mining activities can disrupt natural water flows and overload the unstable underground bedrock. [1, 2]

Managing the Risk

If you are planning to develop in a karst or limestone-heavy region (such as Florida, Pennsylvania, or Kentucky), you are naturally more exposed to sinkholes and subsidence. To manage and evaluate these risks safely, builders must rely on rigorous geotechnical assessments: [1, 2, 3]

Geophysics Surveys: Professionals use non-invasive tools like ground-penetrating radar and electrical resistivity to scan for underground voids. [1]

Exploratory Drilling: Core borings are performed to determine the exact depth, density, and competency of the limestone bedrock. [1, 3]

Engineered Foundations: Sites over old limestone mines often require deep pile foundations or specialized soil grouting to bridge or fill voids before any construction begins. [1, 2]

Could you let me know:

Where exactly the property is located (city, state, or county)?

Are you planning to build a residential home or a larger structure?

I can provide more specific geological context and suggest professional assessment tools for your region.

The property located at 5575 SW 52nd St, Ocala, FL 34474 carries an elevated risk of ground instability because it is a former lime rock mine. This 82.1-acre tract features significant topographical changes and multiple ponds left behind by past mining excavation. [1, 2, 3]

Developing this specific site requires substantial caution due to localized environmental hazards:

Hyper-Local Sinkhole and Subsidence Risks

Surrounding Neighborhood Incidents: The property sits directly contiguous to the Fore Ranch subdivision. Fore Ranch has a well-documented history of cluster sinkholes, notably near SW 42nd Street and SW 52nd Terrace, where massive collapses have forced structural evacuations and drained neighborhood retention ponds. [1, 2, 3]

Disrupted Topography: The "one-of-a-kind" elevation changes on this parcel are the result of open-pit or strip mining for limestone. Mining strips away protective upper soil layers and compromises the structural integrity of the underlying karst limestone bedrock. [1]

Water Management Hazards: The existing large pond and two smaller ponds are old mining pits that now expose the local aquifer directly to the surface. Fluctuations in these water levels—especially during heavy rain or storms—greatly accelerate subsurface erosion and soil raveling, which can trigger sudden ground cave-ins. [1, 2]

Necessary Next Steps for Development

Because the property is zoned A-1 (General Agriculture) and has been eyed for multi-family or residential development, any potential construction requires rigid engineering oversight. [1, 2]

If you are looking to assess or remediate this land, you should consult with local geotechnical experts like Foundation Services of Central Florida, who specialize in

Ocala's karst geology, soil stabilization, and sinkhole remediation. Heavy civil contractors like Excavation Specialist LLC can also assist with evaluating site work, drainage, and pond stability. [1, 2]

Second, I am providing the geologist's quote from the Newsweek article that was published "Why Do Sinkholes Keep Up in This Florida Neighborhood?" On May 4, 2018 by Aristos Georgio. The geologist David Wilshaw explains the cause of the sinkholes forming in the adjacent property to this build site, Fore Ranch.

I included this article to show to show a named geologist's opinion on the sinkholes at Fore Ranch.

David Wilshaw, principal geologist with Florida-based company Britannia Solutions, which advises engineers and architects on ground risk management, told Newsweek that both the location of Fore Ranch and the construction of retention ponds in the area are important to understanding why the sinkholes formed.

"The area of Ocala where Wynchase Townhomes neighborhood is located was dry, well-drained, open pasture land as recently as 2003," he said. "The shallow soils in this area tend to be sands, below which there is generally a layer of more imperious clay soil that lies above the limestone bedrock. And the limestone in Ocala can be very cavernous. As part of the development of the subdivision after 2003, stormwater management ponds were excavated.

Unfortunately, digging these ponds decreases the thickness of soil between the ground surface and the limestone - shortening the 'fuse' for a sinkhole to form," Wilshaw added. "Furthermore, directing all stormwater into the ponds and creating these artificial lakes concentrates seepage of water into the soils. Such seepage is destabilizing force in sinkhole formation."

But while recent development has played a significant role, the process that creates the initial caverns in the limestone has been taking place for thousands of years, Wilshaw added.

"Caverns form in limestone very slowly - the rock dissolves in acidic water at a rate of about 1 inch per 1,000 years. So the holes that exist in the limestone were there long before the subdivision was developed," he said.

Once instability occurs in the soils that sit above these caverns in the limestone, the conditions are created for sinkholes to form. This was demonstrated in 2012 in the aftermath of Tropical Storm Debby, when 14 sinkholes opened up in the retention pond immediately to the south of the pond with the current problem. The additional runoff from the storm was enough to cause the clay soils lining the pond to crack and fail at multiple points.

This kind of instability also likely led to the sink holes that formed around the mentioned pond near Fore Ranch over the past week.

"The difference is that we have no had a storm," Wilshaw said. "However, we are in a dry. Spell. As water levels in the ground drop during the dry season, the soils lose the Guyana support provided by the groundwater - they 'feel' heavier. A bit like if you are sitting in the bathtub, then you drain out the water - it's harder to get out of the bath!"

If the sinkholes are left untreated, there is a danger that the resident's worst fears could materialize and the holes will coalesce to form larger sinkholes, Wilshaw said.

Third, I am asking what the developer plans to do with the third lake that is mentioned online and can be seen in aerial photos and was not addressed in any report.

Finally, I am disappointed by this entire process.

1. The developer placed a sign about the hearing but did not name the location, date, or time on his sign.
2. The developer held a community meeting in December which we were not notified about. Who else was not notified?
3. Was Fore Ranch notified of the plans to tie into their sewer systems or the change from AG to large neighborhood plans? Were my other neighbors?
4. David Sablan sent my email to the developer who actually waited in the parking lot for us to show up to the June meeting. We were late. He then rode the elevator up with us.
5. We responded as we were instructed in our first letter and no one from the city answered our questions. We showed up to the first meeting not knowing what the plans were.

I hope and pray that there are not catastrophic effects from developing this small mine site. I have voiced my concerns and they are now on record. It is your duty to make sure that this project is not allowed to take any shortcuts. Everything I've read says it is ill advised.

Regards,

Cheri Dobratz
Grace Hill Farm, LLC
4750 SW 51st Terrace
Ocala FL 34474

Outlook

Fw: Case LUC26-001 Parcel 23835-000-00

From David Sablan <dsablan@ocalafl.gov>
Date Mon 6/8/2026 2:20 PM
To Endira Madraveren <emadraveren@ocalafl.gov>; Aubrey Hale <ahale@ocalafl.gov>; Jeff Shrum <JShrum@ocalafl.gov>; Peter Lee <PLee@ocalafl.gov>; William E. Sexton <WSexton@ocalafl.gov>; Janiece Lucky <jlucky@ocalafl.gov>

1 attachment (472 KB)
Flood and Elevation Map of Mine Site and Surround.pdf;

JaNiece,

Can you print this email out for the dais tonight for my PD item. Thanks.

David Sablan
Planner II
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd Floor, Ocala, FL 34471
Office: 352-629-8324 | dsablan@ocalafl.gov

OCALA

From: Cheri Dobratz <cheridobratz@gmail.com>
Sent: Monday, June 8, 2026 2:08 PM
To: David Sablan <dsablan@ocalafl.gov>
Cc: George Dobratz <GDobratz@ctpower.com>; Danielle Dobratz <danielledobratz@gmail.com>; Marcia Armstrong <ma4art@embarqmail.com>
Subject: Fwd: Case LUC26-001 Parcel 23835-000-00

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

David - I have some questions regarding the 5575 SW 52nd St. Property Development

I apologize for the lateness of this inquiry. We received short notice of the first meeting and research of this importance takes more than two weeks while meeting the responsibilities that come with daily life.

Our property, 4750 SW 51st Terrace runs right along the property's edge. My neighbors and I will bear the brunt of the immediate physical and environmental impacts. Please note that the links in my email will take you the source, provide video, and excellent photos from news stories about this area..

What is the best way to share this at the meeting tonight? Please give me a call if needed, 303 532 9035. If you could forward this email to the board they could easily view the information. Otherwise, I can print copies for each.

Questions from your report:

1). Your report refers to the Release of Reclamation Obligations received

I contacted the Florida Department of Environmental Protection and Zachariah Shely provided me with the letter dated October 31, 2022. While the report states there are no remaining mine reclamations required and the site is released in its entirety the following paragraph is of utmost importance. It reads:

This release does not warrant the suitability of subject lands for any current or proposed land use and does not constitute a statement or admission concerning ownership of any interest in subject lands.

In the letter from Zachariah Shely, Zachariah.Shely@floridadep.gov, he states that The Department's Mining Program does not oversee development of land or residential development Applications. If such an application was to be received, it would be sent to the FDEP Local District office or the Water Management District depending on how many parcels / house slips were being proposed.

2) **The water management and development of this build site is a major concern for all surrounding residents**. All of the immediately adjacent agricultural properties have personal wells that rely on the water table. We recently upgraded our well and learned the water table is at 25 feet.

Water is our most precious resource. Those of us who rely on our private wells have no alternative.

Your report mentions the locations of the 6.7 acre lake and the 16,000 pond. A third pond can be seen from aerial photos online. I found this info about the ponds...

According to agricultural and commercial real estate records from LoopNet and local brokerages, this parcel is a former limestone/lime rock quarry. The mining operations left behind a heavily altered landscape, which currently features one large deep pond and two smaller ponds. All of which are old, flooded open pits from the excavation days.[1, 2]

While your report states that the septic system will be required to be removed when the property is developed **there is no mention of precautions required to protect the water supply for the surrounding residents.**

The residents and their animals depend on safe drinking water. We have no alternative.

Building a high-density development on a former lime rock mine in Florida directly threatens both groundwater and surface water quality. **Because limestone is highly porous, water moves through it like a sponge, meaning any surface pollution on a mine site can travel directly into the drinking water supply with almost zero natural filtration.**

When developers convert an open lime rock quarry into a residential area, several distinct water quality risks emerge:
***The Hazard:* The three ponds at 5575 SW 52nd St are not typical lakes; they are open wounds in the Earth where mining cut directly past the water table. They represent exposed groundwater.**
The Impact: When a 590-unit residential development and 35 acres of landscaped open space is built, lawns are treated with chemical fertilizers, weed killers, and pesticides. Cars leak oil, gasoline, and heavy metals onto driveways and roads. **During Florida heavy downpours, stormwater pushes these toxins into the quarry ponds, injecting urban chemicals directly into the open aquifer.**

3. There are Consequential Geological Risks when a mine site is developed into a large community with roads, buildings, and the water, sewer, and utilities to accommodate the development.

- **Zoning & Intended Use:** The parcel has been marketed for prospective residential development due to its unique, rolling topography caused by past mining excavations. [1] This fact comes up in every search.

- At the May 26, 2026 meeting everyone present was shown an East view of 52nd St and a West view of 52nd St. Did no one go on the property. The aerial picture from Marion County Appraiser's website showing the topography and FEMA flood areas. As you can see the elevation goes from 45 feet to 105 feet. This site is going to require intensive use of heavy equipment and movement of soil to make it buildable.

- **The Water Factor:** Because lime rock mining uncovers and compromises the protective upper sediment layers over the Floridan Aquifer, the large open-pit ponds on this property are highly sensitive to water table fluctuations. [1]

- **Subsidence Hazard:** Building on or immediately adjacent to a former aggregate mine in a designated "karst sensitive area" carries a high baseline risk for localized sinkhole development, soil settling, and heavy groundwater pooling.

- **The Blasting and Vibrational Damage Risk:** Because this is an old lime rock mine, the ground is highly uncompacted and contains hidden limestone caverns. Heavy earthmoving, rock crushing, and compaction equipment right next to the surrounding homes can send severe seismic vibrations directly toward each home.

- ***We ask that the City require the developer to pay for independent, pre-construction structural baseline surveys of all homes on 51st Terrace and every other property that borders 5575 SW 52nd St. The city is exposing existing taxpayers to property damage from artificial sinkholes or foundation cracking triggered by heavy machinery.***

- The residents of Fore Ranch have already been forced to pay two "special assessments" to their HOA to cover the massive damage caused major sink hole activity in 2010, 2012, and 2018. Was Fore Ranch made aware of this developer's plan, that is adjacent to their homes that have already been plagued with significant damage due to sink hole activity? I believe the developer discussed accessing water and sewer hookups through Fore Ranch at the May 26, 2026 meeting.

- **Stormwater and Runoff Redirection:** The site's dramatic quarry pits currently act as natural catchments for local groundwater. High-density development means covering the terrain with acres of asphalt, concrete, and roofs (impervious surfaces).

- ***We ask that the Southwest Florida Water Management District (SWFWMD) and the city growth management team require a zero-degradation stormwater plan, ensuring that not a single gallon of displaced quarry water flows toward 51st Terrace or any other property that borders this proposed construction site.***

- 51st Terrace is a private road, the county does not provide maintenance or repair even though we pay significant property taxes and do not receive water or sewer. Every time it rains the significant divots in the gravel road floods fill with ground water. These divots are deep enough to cause major damage to cars. I have witnessed too many damaged car parts and undercarriages along the road in the short time we have owned the property. This street cannot sustain elevated runoff risks. Please take a drive up 51st Terrace and see what I'm talking about.
- The same can be said about all of the surrounding properties who are responsible for maintaining the only road to their homesite.

4. This leads to our second major concern, sinkhole development...

Immediate Proximity to Severe Sinkholes

The property is positioned just off State Road 200, **immediately contiguous to the Fore Ranch (Wynchase) and The Hunt Club subdivisions**. This means 5575 SW 52nd Street sits directly adjacent to the exact retention ponds where the massive 2012 and 2018 multi-sinkhole outbreaks occurred. [1, 2, 3]

We met Marcia Armstrong at City Hall on May 26, 2026. She shared that she informed you in her email about the sink holes in Fore Ranch.

This is a well documented issue in the area and it is not mentioned in your report.

The intersection of **SW 52nd Avenue and SW 51st Terrace** (specifically around SW 42nd Street) sits directly inside the **Fore Ranch development**, which is one of the most historically documented sinkhole hot spots in the entire 34474 zip code area. [1, 2]

Because this specific pocket of Ocala contains major master-planned communities like Fore Ranch and Wynchase Townhomes, there is extensive local hazard documentation for this exact vicinity: [, 2]

Major Historical Events at this Location

- **The SW 42nd Street & SW 52nd Terrace Collapses:** Multiple deep, active sinkholes have repeatedly opened right in the backyards and retention areas between SW 42nd Street and SW 52nd Terrace. One notable cluster expanded into **a 100-foot-long, 10-foot-deep cavern** that forced emergency structural evacuations for adjacent townhomes. [1, 2, 3]
- **Retention Pond Failures:** The limestone layout near these exact streets features stormwater retention ponds that are prone to sudden drainage breaches. When heavy seasonal rains accumulate, the sudden pressure routinely compromises the loose soil over the limestone, causing the banks near the walkways and roads to slump into subsurface voids. [1, 2, 3]

Soil and Geological Risk Factors

This particular section of southwest Ocala faces elevated risk due to a combination of geography and human development:

- **Heavy Limestone Dissolution:** The bedrock beneath the 34474 zip code consists of heavily weathered limestone pockets.
- **Altered Water Tables:** The grading of neighborhoods like Fore Ranch concentrated heavy water drainage into localized retention basins. If a basin liner cracks, the focused downward rush of water accelerates under-ground erosion, pulling surface dirt downward. [1, 2]

Sinkholes - and wallets - open
The Wynchase townhome subdivision in Ocala's Fore Ranch community (southwest of State Road 200) experienced a major sinkhole cluster. In 2018, over a dozen sinkholes opened up near a retention pond, forcing several families to evacuate and draining the pond entirely. [1, 2, 3, 4, 5, 6, 7, 8]

While the sinkholes made headlines during the 2018 swarm, the area is historically prone to these events due to the underlying limestone "karst" terrain. [1, 2]

Key facts about the Wynchase sinkhole events include:

- **Initial Swarm:** The first major group of 10-15 sinkholes emerged around Southwest 42nd Place in late April 2018. [1, 2, 3]
- **Evacuations:** Residents in at least eight buildings were evacuated due to the holes growing and overlapping. [1, 2, 3, 4]
- **Prior History:** The Wynchase community experienced significant sinkhole issues previously, most notably in 2012 when the HOA paid thousands to fill holes. [1, 2]
- **Stabilization & Repairs:** Geotechnical engineers conducted ground-penetrating radar and core sampling. Following months of repairs, which included sealing the retention pond and stabilizing the ground, displaced residents were allowed to return to their townhomes. [1, 2, 3, 4]

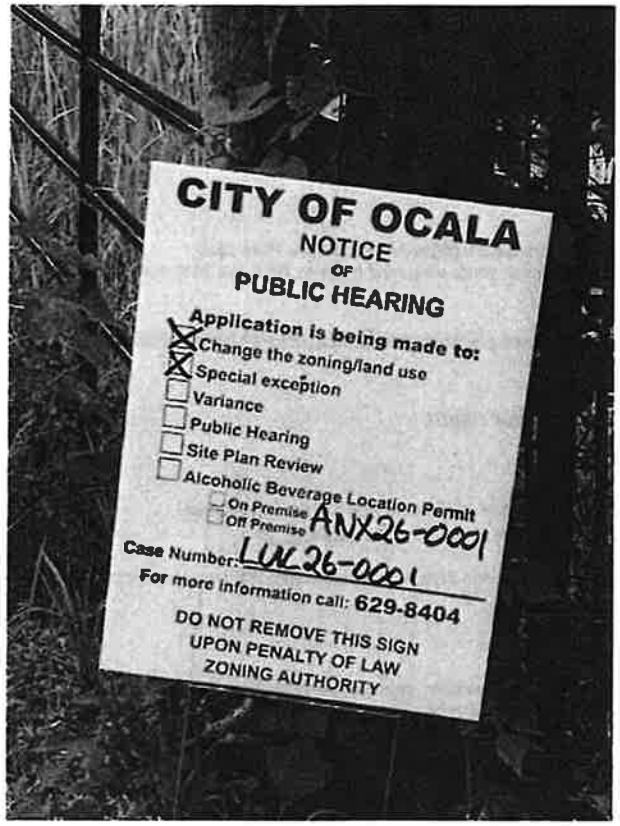
wynchase fore ranch sink holes
google.com

5. Your report references the nearest accessible sanitary sewer line is a force main line on SW 50TH Ct. Approximately 1875 feet from the project and appears to be across 200 road. You also mentioned the closest connect through the Fore Ranch subdivision that has been plagued with sink hole problems since 2010.

* Who pays for the access?
* Has Fore Ranch been notified of this building project and sharing their sewer lines?

Last, I would like to address the lack of notification for this project:
1. We were never notified of a neighborhood meeting. We have USPS informed delivery and watch our incoming mail daily.
2. After receiving the letter from the city I wrote a letter to the contact person and never received a response.
3. The required sign content did not show exact date, time, or physical address of the public hearings.

4. Who was contacted in our surrounding area? The lack of participation suggests a lack of notification.



Begin forwarded message:

From: David Sablan <dsablan@ocalafl.gov>
Subject: Re: Case LUC26-001 Parcel 23835-000-00
Date: May 28, 2026 at 10:01:37 AM EDT
To: "cheridobratz@gmail.com" <cheridobratz@gmail.com>, "gdobratz@ctpower.com" <gdobratz@ctpower.com>, "danielledobratz@gmail.com" <danielledobratz@gmail.com>
Cc: Aubrey Hale <ahale@ocalafl.gov>, Jeff Shrum <JShrum@ocalafl.gov>, Endira Madraveren <emadraveren@ocalafl.gov>

Cheri, George, and Danielle,

I apologize that your email was overlooked prior to the Planning and Zoning Commission's meeting this past Tuesday. I did want to answer your questions and provide you with a timeline of the project moving forward. Also, we are available to meet in person or talk on the phone to go over the project in detail.

1. What does Low Intensity Future Land Use mean?
   The City has what are called Future Land Use categories that control the density (how many dwelling units per acre) and intensity (how large the buildings can be) of future development. Low Intensity is one of those categories, which establishes a range of 3 to 18 dwelling units per acre. For reference, the single family homes portion of the Fore Ranch development to the north of the project site was developed at around 4 dwelling units per acre and the Canter Apartments on SW 48th Ave, east of your property across SW 51st Terrace, was developed at around 14 units per acre.

2. What do they plan to do with the property?
   The developer has submitted a conceptual plan to the City that is proposing mixture of detached single family homes, attached townhomes, and a commercial plaza. The commercial portion of the development is about 4.5 acres and located directly on SW 52nd Street and to the west of the lake at the southern end of the property. The rear half of the property (approximately 45 acres) is proposed to be detached single family homes at density of about 5 units per acre. Your property is adjacent to this portion of the project. The middle 20 acres of the property is proposed to be either apartments or townhomes at density of about 17 units per acre. This conceptual plan will be going before the Planning and Zoning Commission at their next meeting on June 8th. A copy of that plan and my staff report will be available on the city's website sometime the week before, and by June 5th at the latest. I'll email you a direct link once it is available.

The property is currently outside of Ocala city limits, the owner/developer is requesting to annex into Ocala in order to connect to city utilities, such as water and sewer, for future development. This past Tuesday was the first step in annexing into the City. The next step will be the June 8th meeting where the commission will make a recommendation to the City Council regarding the conceptual plan. The last step will be for City Council to consider and vote on the annexation and conceptual plan, tentatively scheduled for August 4th.

Feel free to let me know if you have any follow up questions or if you would like to meet to discuss further.

David Sablan
Planner II
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd Floor, Ocala, FL 34471
Office: 352-629-8324 | dsablan@ocalafl.gov

From: Janiece Lucky <jlucky@ocalafl.gov>
Sent: Wednesday, May 27, 2026 9:20 AM
To: David Sablan <dsablan@ocalafl.gov>
Subject: FW: Case LUC26-001 Parcel 23835-000-00

---Original Message---
From: Cher Dobratz <cheridobratz@gmail.com>
Sent: Tuesday, May 19, 2026 8:16 PM
To: Janiece Lucky <jlucky@ocalafl.gov>
Cc: George Dobratz <GDobratz@ctpower.com>; Danielle Dobratz <danielledobratz@gmail.com>
Subject: Re: Case LUC26-001 Parcel 23835-000-00

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

JaNiece,

I am writing you regarding the letter we received for the proposed change of zoning from A1 to Low Intensity Future Land Use on the property directly west of our 11 acre family farm, Grace Hill Farm, at 4750 SW 51st Terrace, Ocala FL 34474. We currently have cows, goats, chickens, and a donkey at our site.

We are seeking to understand what the development plans are for this previous mine site. Our shared property line was clawed out during the mining process and there is a 15 feet drop between the back of our property at our fence and the 82 acre property behind us. We are seeking answers to the following questions:

1). What does Low Intensity Future Land Use mean?

2). What do they plan to do with the property?

Thank you for your time and consideration in this matter.

Grace Hill Farm, LLC
Cheri Dobratz
George Dobratz
Danielle Dobratz

Sent from my iPad

Outlook

FW: PD26-0002

From Janiece Lucky <jlucky@ocalafl.gov>
Date Mon 6/8/2026 4:21 PM
To David Sablan <dsablan@ocalafl.gov>; Breah Miller <bmiller@ocalafl.gov>; Endira Madraveren <emadraveren@ocalafl.gov>

Good afternoon,

I know this email reads PD26-0002, but I believe it is for PD26-0001.

JaNiece N. Lucky
Associate Planner

City of Ocala Growth Management Department

201 SE 3rd Street, 2nd floor, Ocala, FL 34471
Office: 352-629-8344

-----Original Message-----
From: ALICE TRAUTMAN <amtpop@aol.com>
Sent: Monday, June 8, 2026 4:15 PM
To: Janiece Lucky <jlucky@ocalafl.gov>
Subject: PD26-0002

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

My name is Alice Trautman. I live on 52nd St. where you are planning to put the development in.
I am in protest of allowing it to be passed and go forward to change the acreage from agricultural.
There is no infrastructure to support that size of development in this area It's harmful to the environment ie ground water; along with wildlife, both animal and plant.
The protected tortoises will be in entombed.
Research shows that relocation of that species very seldom works.
The groundwork to the 60th and 52nd St. development is presently ongoing.
The vibration today of the dirt work is vibrating my pictures on the wall.
Doing sound studies to see what kind of damage it will do to my well casing, pump, etc. also my septic tank They have been burning for the last two weeks. The air is toxic.
We can expect the new development to do the same thing to our homes and our environment These are just some of the reasons that I am in objection to the changing of the agricultural listing of the acreage

and object to the development.
Alice Trautman

Environmentally
Sent from my iPhone

Marcia Armstrong
5765 SW 52nd St
Ocala, FL 34474

June 8, 2026

Re: Case # PD26-0001

Photo #1 was taken in May of 2025, looking East from our property line to the subject property. In the center of the photo, notice the bulldozer on top of a huge ridge of dirt and limerock left from mining operations. This ridge is about 100 yds long and 40 ft high.

Photo #2 was taken in May of this year, from SW 52nd Street near the SW corner of the subject property, looking to the NE at that same ridge of tailings.

Photo #3 taken last week, is looking north from SW 52nd Street. The left of the photo show the results of mining with more tailings in the background.

Photo #4 was also taken last week from SW 52nd Street looking NW across the pond. Beyond the far side of the pond, you can see the different elevations and tailings all across that area.

These photos only show the south part of the property. We can't see the north half.
As you can see, this is not an ordinary piece of land for development.



#1





#2





#3





#4



File #: 2026-1847 Agenda Item #: 9e.

Submitted By: Breah J Miller

Presentation By: Endira Madraveren

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Ordinance 2026-23 to change the Future Land Use designation from Neighborhood to Public, for property located in the 2800 block of SW 20th Street (Parcel 23476+001-00), approximately 4.06 acres (Case LUC26-0003) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- Petitioner and Property Owner: City of Ocala

Key Points:

This is a City staff-initiated request to change the Future Land Use designation for the subject property from Neighborhood to Public, recognizing its long-standing use as a City drainage retention area (DRA).

A concurrent zoning map amendment (ZON26-0008) has been initiated to change the current zoning from R-1, Single-Family Residential, and B-1A, Limited Neighborhood Residential to G-U, Governmental Use, to provide for a zoning consistent with the proposed Public Future Land Use category.

Zoning and Land Use Factors for Consideration:

- The subject property, identified as Parcel 23476+001-00, consists of approximately 4.06 acres and was acquired by the City in 1975. The property was subsequently designated as City of Ocala DRA #320.

- DRA #320 was established in association with Drainage Basin #3, a regional stormwater management system located near SW/NW 27th Avenue and SW 17th Street Extension.

- The regional stormwater improvements were originally permitted in 1989 through the St. Johns River Water Management District (Permit No. 4-083-19651).

- The regional stormwater system was developed to support roadway improvements intended to improve connectivity to SR 200, which increased the need for additional stormwater capacity in the surrounding area.

- The subject property currently carries split zoning designations of R-1, Single-Family Residential, and B-1A, Limited Neighborhood Business.

- The R-1 zoning district is intended to accommodate single-family residential development and compatible residential uses.

- The B-1A zoning district is intended to provide neighborhood-scale convenience goods and services, with building character, scale, and intensity designed to remain compatible with surrounding residential development.

- The subject property has an existing Future Land Use designation of Neighborhood.

Planning & Zoning Commission

Following the discussion, the Planning and Zoning Commission voted five to zero to recommend approval of both the land-use change and the rezoning requests.

FINDINGS AND CONCLUSIONS:

- The requested Public Future Land Use category is consistent with the existing governmental use as a City of Ocala drainage retention area.

- The existing zoning district is not consistent with the proposed Public Future Land Use category. A zoning map amendment is appropriate to establish consistency between the Future Land Use, zoning district, and the property's existing use.

- The Public Future Land Use category is appropriate and aligns with the continued public use of the subject property.

Staff recommends approval.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
The ordinance is pending review by the City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with changes.
- Deny
- Table

SUPPORT MATERIALS:
- P&Z Staff Report
- Case Map
- Aerial Map

ORDINANCE 2026-23

AN ORDINANCE AMENDING THE CITY OF OCALA, FLORIDA, COMPREHENSIVE PLAN FUTURE LAND USE MAP SERIES AS REQUIRED IN SECTION 163.3161 THROUGH AND INCLUDING SECTION 163.3248, FLORIDA STATUTES; DETAILING THE FUTURE LAND USE CHANGE (CASE NO. LUC26-0003); AMENDING THE FUTURE LAND USE MAP DESIGNATION FROM NEIGHBORHOOD TO PUBLIC FOR PROPERTY LOCATED IN THE 2800 BLOCK OF SW 20TH STREET (PARCEL 23476+001-00), APPROXIMATELY 4.06 ACRES; PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida adopted the Local Government Comprehensive Planning and Land Development Regulation Act of 1985, as contained in Section 163.3161 through and including Section 163.3248, Florida Statutes, which required the City of Ocala, Florida, to prepare and adopt a comprehensive plan in accord with the requirements of the said act; and

WHEREAS, the City of Ocala has prepared a comprehensive plan which meets the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985; and

WHEREAS, the City of Ocala on October 22, 1991, adopted this plan including a Future Land Use Element consisting of a land use map series; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act of 1985 provides for the amendment of an adopted plan or element or portion thereof; and

WHEREAS, on October 19, 2010, City Council adopted the Ocala 2035 Vision; and

WHEREAS, one of the strategies of the Ocala 2035 Vision was to initiate Comprehensive Plan Amendments (adopted on January 22, 2013) to be consistent with the Ocala 2035 Vision.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF OCALA, FLORIDA, in regular session, as follows:

Section 1. The City of Ocala Comprehensive Plan, Future Land Use Element and Map Series is hereby amended as required by the Florida Local Government Comprehensive Planning and Land Development Regulation Act of 1985 contained in Section 163.3161 through and including Section 163.3248, Florida Statutes and pursuant to Section 106-38 of the Code of Ordinances, City of Ocala, Florida. The lands described below are hereby reclassified according to the City of Ocala Comprehensive Plan, Future Land Use Element as Public and the attached land use map is incorporated by reference into this ordinance:

SEC 23 TWP 15 RGE 21 COM AT THE SE COR OF NE 1/4 OF NE 1/4 SE 1/4 OF SEC 23 TH N 89-20-35 W 30 FT TH N 89-20-35 W 387.18 FT TO THE POB TH N 89-20-35 W 247.72 FT TH N 00-31-03 E 132 FT TH S 89-20-35 E 247.82 FT TH S 00-34-15 W 132 FT TO THE POB & COM AT THE NE COR OF SE 1/4 OF NE 1/4 OF SE 1/4 OF SEC 23 TH S 00-34-15 W 208.56 FT TH N 89-20-35 W 256.90 FT TO THE POB TH N 89-20-35 W 160.22 FT TH N 00-34-15 E 208.56 FT TH N 89-20-35 W 247.72 FT TH S 00-31-30 W 435.80 FT TH S 89-19-47 E 406.06 FT TH N 00-57-26 E 227.34 FT TO THE POB.

Section 2. Direction to Staff. The City Council of the City of Ocala, Florida directs staff to take any and all steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 3. Repealing Inconsistent and/or Conflicting Provisions. The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures, and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 4. Severability of Ordinance Provisions. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 5. Modifications Arising from Consideration at a Public Hearing. It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 6. Direction to the Codifier. It is the intention of the City Council of the City of Ocala, Florida that (1) the Future Land Use Map of the City of Ocala is hereby amended to reflect the change in land use from Neighborhood to Public as to lands described in Section 1 of this ordinance; (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any

scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by City Council.

Section 7. This ordinance shall become effective upon approval by the mayor, or upon becoming law without such approval.

Section 8. The effective date of this small-scale development amendment shall be 31 days after adoption, unless the amendment is challenged pursuant to Section 163.3187(5), F.S. If challenged, the effective date of the amendment shall be the date a final order is issued by the state land planning agency, or the Administration Commission, finding the amendment in compliance with Section 163.3184, F.S. No development orders, development permits or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency, 107 East Madison Street, MSC 160, Tallahassee, Florida 32399-6545..

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Ire J. Bethea, Sr.
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2026.

By: _____
Ben Marciano
Mayor

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No: 2026-23
Introduced: 7/21/2026
Adopted: Click or tap to enter a date.
Legal Ad No: Click or tap here to enter text.

Land Use Change Staff Report

Case No. LUC26-0003
Planning & Zoning Commission: June 8, 2026
City Council (1st Reading): July 21, 2026
City Council (Adoption): August 4, 2026

Applicant/ Property Owner:	City of Ocala
Project Planner:	Breah Miller, Planner II
Amendment Request:	Change the Future Land Use designation for the subject property from Neighborhood to Public.

Parcel Information

Acres:	±4.06 acres
Parcel(s)#:	23476+001-00
Location:	located in the 2800 block of SW 20th Street
Existing use:	Drainage Retention Area
Future Land Use Designation:	Neighborhood
Zoning Designation:	R-1, Single- Family Residential, and B-1A, Limited Neighborhood Business
Special District(s)/Plan(s):	N/A
Overlay(s):	N/A

Figure 1. Aerial Location Map



Section 1 - Applicant Request

This is a staff-initiated request to change the Future Land Use designation for the subject property from Neighborhood to Public.

A subsequent application to rezone the subject property from R-1, Single- Family Residential, and B-1A, Limited Neighborhood Business, to G-U, Governmental Use (ZON26-0008) is also requested by the applicant.

Section 2 - Background Information

The subject property, identified as Parcel 23476+001-00, comprises approximately 4.06 acres. The property was acquired by the City in 1975 and designated as City of Ocala Drainage Retention Area (DRA) #320 in association with Drainage Basin #3, which is a regional stormwater system located near SW/NW 27th Avenue and SW 17th Street Extension. The regional stormwater improvements were originally permitted in 1989 through the St. Johns River Water Management District (Permit No. 4-083-19651)and developed to support roadway improvements intended to provide better connectivity to SR 200.

The current designations of the properties are:

Zoning: **R-1, Single- Family Residential** district is intended primarily for wholesale distribution, warehouse storage, research and development, showroom sales, and light manufacturing of finished or semi-finished products.

B-1A, Limited Neighborhood Business for neighborhood convenience goods and services involving basic, regular household purchases. Building character, scale and intensity shall be compatible with surrounding residential development.

Future Land Use: **Neighborhood**, a maximum of 5 dwelling units per acre for single-family development and maximum of 12 dwelling units per acre for multi-family development, a maximum of 0.25 floor area ratio (FAR).

Table 1: Adjacent Property Information:

Direction	Future Land Use	Zoning District	Current Use
North	Neighborhood	INST, Institutional	Everest Rehabilitation Hospital
East	Neighborhood	INST, Institutional B-2, Community Business	Everest Rehabilitation Hospital City of Ocala Lift Station #58
South	Neighborhood Low Intensity	B-2, Community Business	Kangaroo Express Undeveloped

West	Neighborhood	B-2, Community Business R-3, Multi- Family Residential	Amazing Kids World Academy Love Hair and Nail Spa Vibranium Comics Nogi Shoot Box/ Fight Sports Ocala Bicycle Center, Inc.

As a note there are two unrelated cases also being requested at the June 8 Planning & Zoning Commission meeting, which include:

- Future Land Use change from Neighborhood to Low Intensity for three properties located to the south and west of the subject property.
- Rezoning request from R-3 to Inst, Institutional for two properties located to the west of the subject property.

Section 3 – Staff Analysis

The proposed Future Land Use change from Neighborhood to Public is intended to bring the subject property into compliance with its public function and existing governmental use as a City drainage retention area. While the existing Neighborhood Future Land Use designation is generally compatible with the surrounding area, the Comprehensive Plan states that the Public Future Land Use category shall be applied to publicly owned properties intended for use by the general public or for governmental functions.

The subject property has and continues to function as a city drainage retention area since its establishment as DRA #320 associated with Drainage Basin #3. Therefore, the proposed Public Future Land Use designation is more consistent with both the ownership and continuous operational function of the property.

The requested Future Land Use amendment also supports the associated rezoning request to G-U, Government Use. The existing zoning classification is not consistent with the proposed Public Future Land Use designation. Approval of the associated rezoning is necessary to establish consistency between the Future Land Use, zoning district, and the property's existing use.

Consistency with Comprehensive Plan:

The requested land use change is consistent with the following Objectives and Policies of the City of Ocala Future Land Use Element:

1. *Future Land Use Element Policy 6.6: Public. The Public category shall be used for those parcels of land which are publicly owned and intended for the use of the general public. These include publicly owned parks, active or passive recreational sites, educational facilities, conservation areas or other open space. Permitted primary uses include recreation and civic. Secondary uses include commercial or other uses and activities consistent with the Recreation and Parks Element and the 2010 Recreation and Parks Master Plan. There is no minimum density or intensity. The maximum intensity before any incentives is 0.15 FAR. The location and application of incentives shall be set forth in the Land Development Code.*

Staff Comment:

The subject property is publicly owned by the City of Ocala and is utilized for a governmental function that serves the general public. Historically, the property has functioned as a city drainage retention area associated with the regional stormwater infrastructure system that serves the public. Therefore, it is consistent with the intent of the Public Future Land Use category. The proposed Public land use designation better aligns with the operational purpose of the property and is consistent with the associated requested G-U, Government Use, zoning district, which is intended to accommodate publicly owned and operated facilities. The subject property has a Floor Area Ratio (FAR) of zero and is proposed to remain as such. Therefore, the request is consistent with the maximum intensity standards established under the Public Future Land Use.

The proposed Public Future Land Use category is not consistent with the existing R-1, Single-family Residential, and B-1A, Neighborhood Business, zoning districts. G-U zoning is consistent with all land use categories of the City's comprehensive plan, but it is appropriate to amend the land use to reflect the public purpose of the subject property. Therefore, a zoning map amendment is necessary to establish consistency between the Future Land Use designation, zoning district, and the property's existing governmental use.

2. *Future Land Use Element Objective 14: The City shall continue existing regulations or adopt new regulations to ensure that development is consistent with the Future Land Use Map and are compatible with neighboring development, available services and facilities, and topography and soil conditions*.

The proposed Public Future Land Use designation is compatible with the surrounding area. The property will continue to operate as a stormwater facility.

The request will not negatively impact surrounding development patterns, available public facilities and services, or existing topography and soil conditions, as the property will remain in its current stormwater retention configuration.

Table 2: Existing and Proposed Land Use Standards

	Future Land Use Category	Permitted Land Uses	Allowable Density	Allowable FAR
Existing	Neighborhood	Residential Secondary Uses: Recreation, institutional, limited neighborhood-scale office and commercial, educational facilities	Up to 5 units/acre SFR; Multifamily up to 12 units/acre	Up to 0.25 FAR
Proposed	Public	Primary Uses: Industrial, office, commercial Secondary Uses: Public, recreation, institutional, residential, educational facilities	n/a	Up to 0.15 FAR

Section 5 - Level of Service (LOS) Analysis

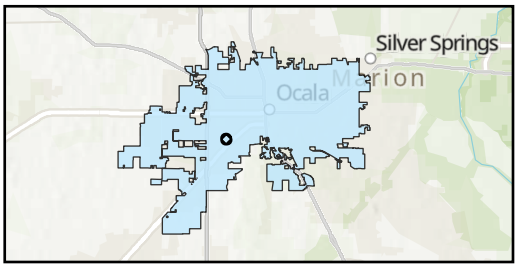
The request is not anticipated to generate additional traffic, increase demand on public utilities, or negatively impact the adopted Levels of Service for transportation, potable water, sanitary sewer, or solid waste facilities. Any future changes to the use or development of the property would be subject to additional review and analysis at the time of application.

Section 6 - Staff Findings and Recommendation

- The requested Public Future Land Use designation is consistent with the existing governmental use as a City of Ocala drainage retention area.
- The existing zoning district is not consistent with the proposed Public Future Land Use category. A zoning map amendment is necessary to establish consistency between the Future Land Use, zoning district, and the property's existing use. A concurrent zoning map amendment is associated with this request.

Staff Recommendation:	**Approval of LUC26-0003**

AERIAL MAP



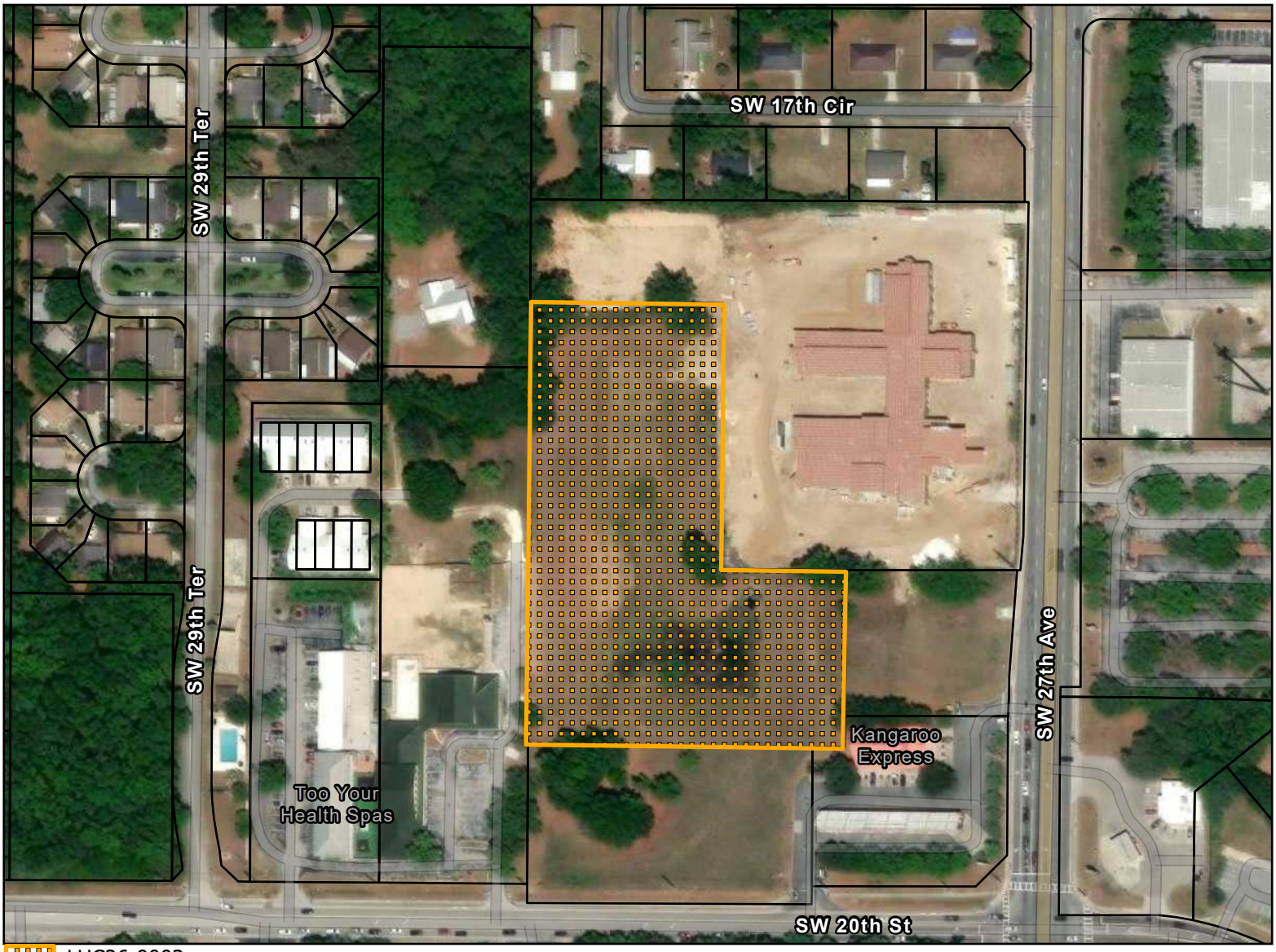
Case Number: LUC26-003

Parcel: 23476+001-00

Property Size: Approximately 4.6 Acres
Land Use Designation: Neighborhood
Zoning: R-1, Single Family
B-1A, Limited Neighborhood Business

Proposal: Request to change land use from Neighborhood to GU

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LUC26-0003

Parcels

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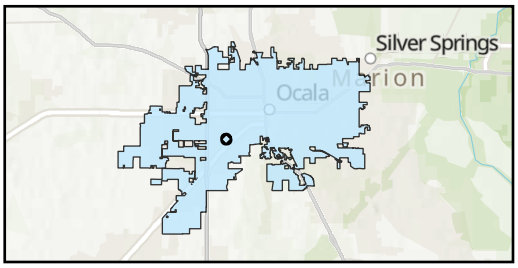
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OCALA

This information is provided as a visual representation only and is not intended to be used as a legal or official representation of legal boundaries. All GIS data which is provided by the City of Ocala should be considered a generalized spatial representation which may be subject to revisions. The feature boundaries are not to be used to establish legal boundaries.For specific information contact the appropriate City of Ocala department or agency.

Prepared by the City of Ocala Growth Management Dept by ekrepps on 5/21/2026

CASE MAP



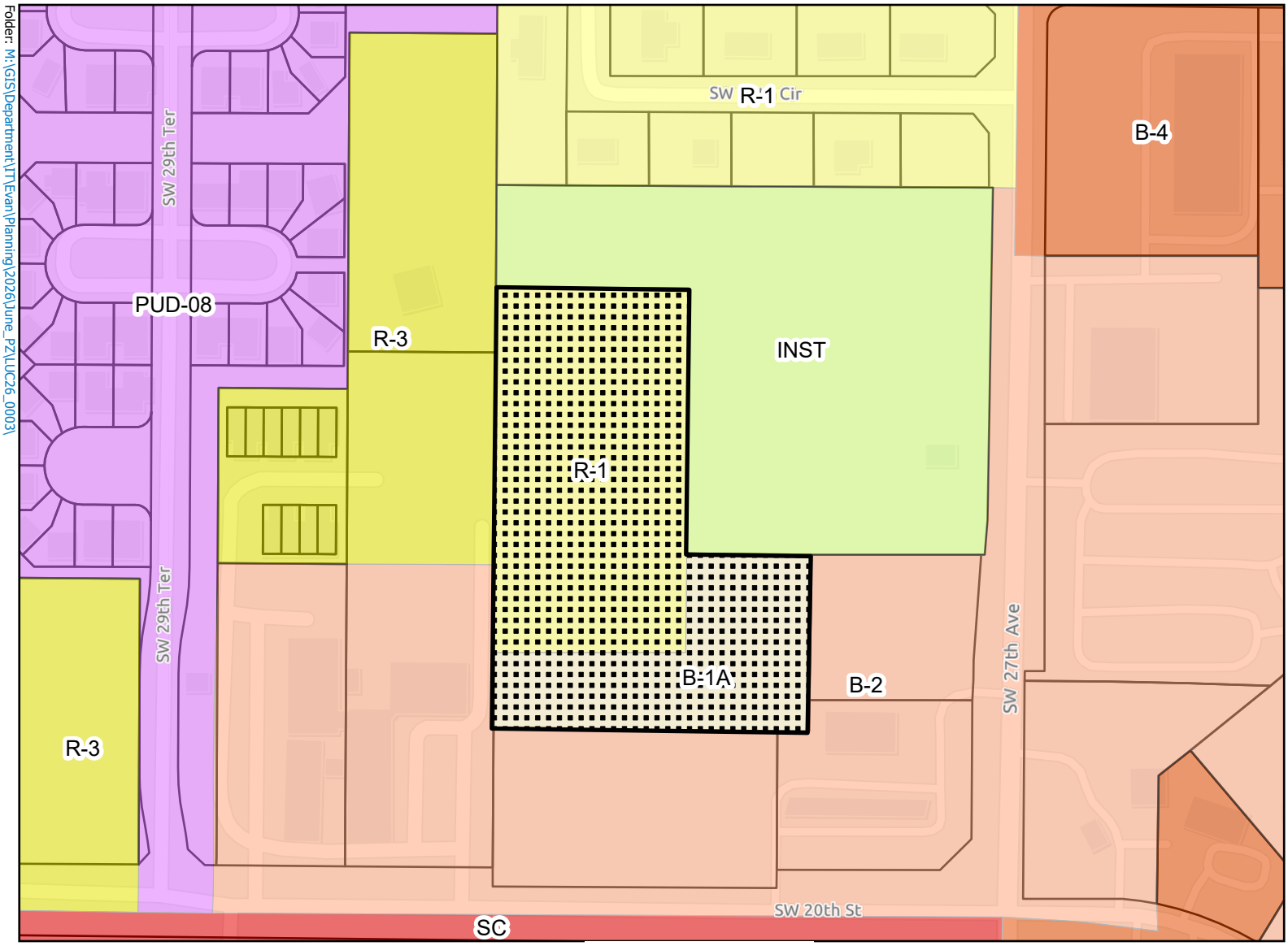
Case Number: LUC26-0003

Parcel: 23476+001-00

Property Size: Approximately 4.6 Acres
Land Use Designation: Neighborhood
Zoning: R-1, Single Family
B-1A, Limited Neighborhood Business

Proposal: Request to change land use from Neighborhood to GU

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- B-1A:Limited Neighborhood Business
- B-2:Community Business
- B-4:General Business
- INST:Institutional
- PUD-08:Planned Unit Development-8 Units
- R-1:Single Family Residential
- R-3:Multi-Family Residential
- SC:Shopping Center
- Parcels
- LUC26-0003

0 225 450 900 Feet

N

OCALA

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Prepared by the City of Ocala Growth Management Dep t by ekrepps on 5/21/2026

File #: 2026-1848 Agenda Item #: 9f.

Submitted By: Breah J Miller

Presentation By: Endira Madraveren

Department: Growth Management

FORMAL TITLE:
Ordinance 2026-24 to rezone from R-1, Single- Family Residential, and B-1A, Limited Neighborhood Business, to G-U, Governmental Use, for property located at the 2800 block of SW 20th Street (Parcel 23476+001-00), approximately 4.06 acres (Case ZON26-0008) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- Petitioner and Property Owner: City of Ocala

Key Points:

This is a City staff-initiated request to rezone the subject property from R-1, Single-Family Residential, and B-1A, Limited Neighborhood Business, to G-U, Governmental Use, to recognize the property's long-standing use as a City drainage retention area (DRA).

A concurrent future land use map amendment (Case LUC26-0003) has been initiated to change the current future land use from Neighborhood to Public.

Zoning and Land Use Factors for Consideration:

- The subject property, identified as Parcel 23476+001-00, consists of approximately 4.06 acres and was acquired by the City in 1975. The property was subsequently designated as City of Ocala DRA #320 in association with Drainage Basin #3 located near SW/NW 27th Avenue and SW 17th Street Extension.

- The regional stormwater system was developed to support roadway improvements intended to improve

connectivity to SR 200, which increased the need for additional stormwater capacity in the surrounding area.

- The subject property currently carries split zoning designations of R-1, Single-Family Residential, and B-1A, Limited Neighborhood Business.

- The subject property has a Future Land Use designation of Neighborhood.

Planning & Zoning Commission

Following the discussion, the Planning and Zoning Commission voted five to zero to recommend approval of both the land-use change and the rezoning requests.

FINDINGS AND CONCLUSIONS:

- The G-U zoning district is intended to accommodate properties owned and operated by governmental agencies and is therefore more consistent with the existing use of the property.

- The proposed rezoning is consistent with the existing Neighborhood Future Land Use designation, pursuant to Section 122-244 of the Code of Ordinances.

- The Public Future Land Use category is appropriate for the subject property pursuant to Section 122-244 of the Code of Ordinances and the Comprehensive Plan

- The G-U, Governmental Use, zoning district is consistent with the existing and intended use of the subject properties.

- The subject property provides a public facility that addresses regional drainage and stormwater needs.

Staff recommends approval.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
The ordinance is pending review by the City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with changes.
- Deny
- Table

SUPPORT MATERIALS:

- P&Z Staff Report
- Case Map
- Aerial Map

ORDINANCE 2026-24

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING THE ZONING FROM R-1, SINGLE-FAMILY RESIDENTIAL AND B-1A, LIMITED NEIGHBORHOOD BUSINESS, TO G-U, GOVERNMENTAL USE, FOR CERTAIN PROPERTY LOCATED IN THE 2800 BLOCK OF SW 20TH STREET (PARCEL 23476+001-00), APPROXIMATELY 4.06 ACRES (CASE NO. ZON26-0008); PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATIONS AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session, as follows:

Section 1. The lands described below are hereby rezoned and reclassified according to the zoning regulation of the City of Ocala, Florida, as G-U, Governmental Use:

SEC 23 TWP 15 RGE 21 COM AT THE SE COR OF NE 1/4 OF NE 1/4 SE 1/4 OF SEC 23 TH N 89-20-35 W 30 FT TH N 89-20-35 W 387.18 FT TO THE POB TH N 89-20-35 W 247.72 FT TH N 00-31-03 E 132 FT TH S 89-20-35 E 247.82 FT TH S 00-34-15 W 132 FT TO THE POB & COM AT THE NE COR OF SE 1/4 OF NE 1/4 OF SE 1/4 OF SEC 23 TH S 00-34-15 W 208.56 FT TH N 89-20-35 W 256.90 FT TO THE POB TH N 89-20-35 W 160.22 FT TH N 00 34-15 E 208.56 FT TH N 89-20-35 W 247.72 FT TH S 00-31-30 W 435.80 FT TH S 89-19-47 E 406.06 FT TH N 00-57-26 E 227.34 FT TO THE POB.

Section 2. Direction to Staff. The City Council of the City of Ocala, Florida directs staff to take any and all steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 3. Repealing Inconsistent and/or Conflicting Provisions. The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures, and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 4. Severability of Ordinance Provisions. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 5. Modifications Arising from Consideration at a Public Hearing. It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 6. Direction to the Codifier. It is the intention of the City Council of the City of Ocala, Florida that (1) the zoning map of the City of Ocala is hereby amended to reflect the change in zoning classification from R-1, Single- Family Residential and B-1A, Limited Neighborhood Business, to G-U, Governmental Use, as to lands described in Section 1 of this ordinance; (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by City Council.

Section 7. This ordinance shall become effective upon approval by the mayor, or upon becoming law without such approval.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Ire J. Bethea, Sr.
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2026.

By: _____
Ben Marciano
Mayor

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

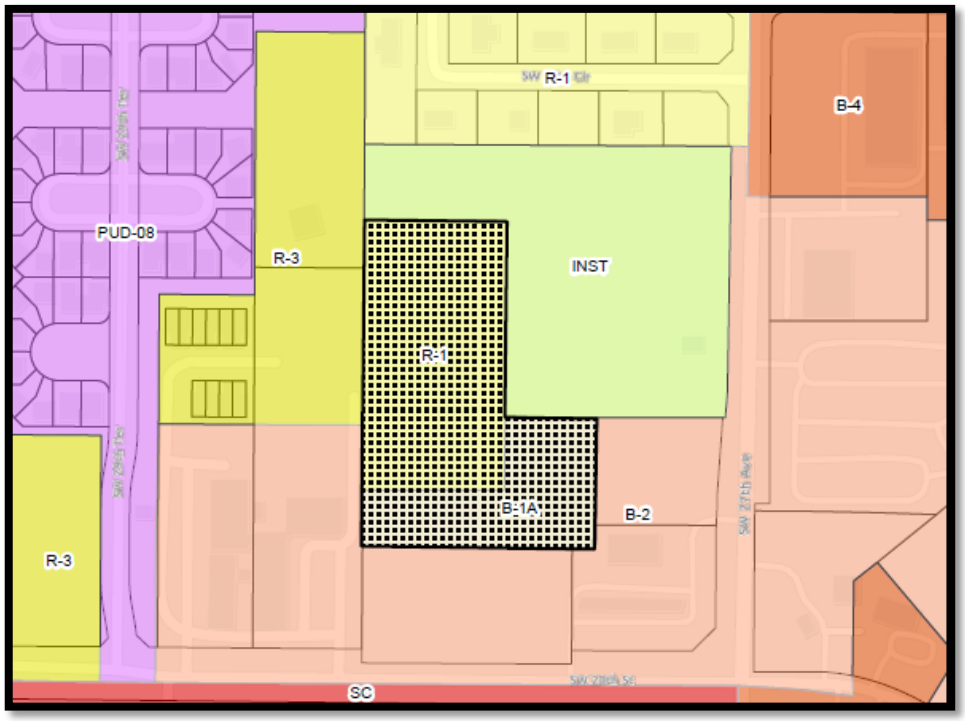
Ordinance No:	2026-24
Introduced:	7/21/2026
Adopted:	Click or tap to enter a date.
Legal Ad No:	Click or tap here to enter text.

Rezoning Staff Report

Case No. ZON26-0008
Planning & Zoning Commission: June 8, 2026
City Council (1st Reading): July 21, 2026
City Council (Adoption): August 4, 2026

Applicant/Property Owner:	City of Ocala
Project Planner:	Breah Miller, Planner II
Amendment Request:	Rezone from R-1, Single- Family Residential and B-1A, Limited Neighborhood Business, to G-U, Governmental Use.
Associated Applications:	LUC26-0003
Parcel Information	
Acres:	±4.06 acres
Parcel(s)#:	23476+001-00
Location:	located 2800 block of SW 20th Street
Existing use:	WRA
Future Land Use Designation:	Neighborhood
Zoning Designation(s):	R-1, Single- Family Residential and B-1A, Limited Neighborhood Business
Special District(s)/Plans(s):	N/A
Overlay(s):	N/A

Figure 1. Aerial Map



Adjacent Property Information

Direction	Future Land Use	Zoning District	Current Use
North	Neighborhood	INST, Institutional	Everest Rehabilitation Hospital
East	Neighborhood	INST, Institutional B-2, Community Business	Everest Rehabilitation Hospital City of Ocala Lift Station #58
South	Neighborhood Low Intensity	B-2, Community Business	Kangaroo Express Undeveloped
West	Neighborhood	B-2, Community Business R-3, Multi- Family Residential	Amazing Kids World Academy Love Hair and Nail Spa Vibranium Comics Nogi Shoot Box/ Fight Sports Ocala Bicycle Center, Inc.

Applicant Request

This is a city staff-initiated request to rezone the subject property from R-1, Single- Family Residential and B-1A, Limited Neighborhood Business, to G-U, Governmental Use.

A concurrent application to change the land use from Neighborhood to Public (LUC26-0003) is also requested by the applicant.

Background

The subject property, identified as Parcel 23476+001-00, comprises approximately 4.06 acres. The property was acquired by the City in 1975 and designated as City of Ocala Drainage Retention Area (DRA) #320 in association with Drainage Basin #3; which is a regional stormwater system located near SW/NW 27th Avenue and SW 17th Street Extension. The regional stormwater improvements were originally permitted in 1989 through the St. Johns River Water Management District (Permit No. 4-083-19651) and developed to support roadway improvements intended to provide better connectivity to SR 200.

Existing and Proposed Zoning District Standards

	Zoning District	Intent and Purpose	Minimum Lot Area (square feet)	Maximum Building Height (feet)

Existing	R-1, Single-Family Residential	Intended primarily for wholesale distribution, warehouse storage, research and development, showroom sales, and light manufacturing of finished or semi-finished products.	13,500 square feet	35-feet
Existing	B-1A, Limited Neighborhood Business	Intended for neighborhood convenience goods and services involving basic, regular household purchases. Building character, scale and intensity shall be compatible with surrounding residential development.	10,000 square feet	35-feet
Proposed	G-U, Governmental Use	Intended to apply to those areas where the uses conducted are those primarily of national, state, county or city governments. Any lawful, compatible use may be carried out in this district.	N/A	N/A

As a note, there are two adjacent unrelated cases also being requested at the June 8 Planning & Zoning Commission meeting, which include:

- Future Land Use change from Neighborhood to Low Intensity for three properties located to the south and west of the subject property.
- Rezoning request from R-3 to Inst, Institutional for two properties located to the west of the subject property.

Staff Analysis

The subject property has and continues to function as a city drainage retention area. The G-U zoning district is intended to accommodate properties owned and operated by governmental agencies and is therefore more consistent with both the ownership and continuous use of the property.

The proposed rezoning is considered a zoning clean-up consistent with Section 122-259 of the City of Ocala Code of Ordinances. Pursuant to Section 122-259, public buildings or uses may be permitted within zoning districts where such uses are otherwise prohibited, subject to a public hearing before the Planning and Zoning Commission and approval by resolution of the City Council.

Due to DRA #320 being established in 1989, there is no record indicating the municipal drainage retention area was approved through the public use approval process outlined in Section 122-259. However, records do indicate that an associated permit for the regional stormwater system was established by Kimley-Horn in 1989 through the St. Johns River Water Management District under Permit No. 4-083-19651.

Factual Support

1. The requested rezoning is consistent with the following Objectives and Policies of the City of Ocala Future Land Use Element:

   a. Future Land Use Element Policy 6.6: Neighborhood: The intent of the Neighborhood category

is to identify and reserve predominantly residential and ancillary uses. Existing street pattern, tree canopy cover, character, and residential occupancy shall be considered when designating areas with the Neighborhood category. The form of buildings and development may be regulated by a Corridor Overlay. Residential is the primary use. Single family uses are allowed based on the Land Development Code, up to the maximum density permitted by the Comprehensive Plan. Multifamily uses shall be reviewed through the development process to determine compatibility, with specific approval criteria being further defined in the Land Development Code.

Concentrated areas of neighborhood-serving non-residential (e.g., commercial, office, institutional, educational facilities, recreational or cultural) facilities, at intensities compatible with surrounding neighborhoods, may be permitted. These uses are intended for locations on thoroughfares and collectors within the edges of the neighborhood districts. The type, size, location and justification for such non-residential facilities shall be based upon the existing and planned availability of supporting street networks, transit and other public facilities to promote convenience, reduced travel distance, conservation of energy, building and site design, as well as market demand for use as support to the surrounding neighborhood area and impact on the neighborhood residents.

There is no minimum density and intensity in this future land use category. The maximum density before any incentives is 5 dwelling units per gross acre for single family residential and 12 dwelling units per gross acre for multifamily residential. The maximum intensity before any incentives for non-residential development is 0.25 FAR. The location and application of incentives shall be set forth in the Land Development Code.

The subject property is currently utilized as a drainage retention area, has a Floor Area Ratio (FAR) of zero, and is proposed to remain as such. The existing Neighborhood Future Land Use designation does not establish a minimum density or intensity requirement and allows for both residential and non-residential uses. Amending the land use and zoning reflects the long term use of the property as a continuous public use that provides regional drainage solutions. Therefore, the existing use of the property is consistent with the proposed zoning district.

This request is also associated with a Future Land Use change from Neighborhood to Public. While the existing Neighborhood Future Land Use designation is compatible with the proposed zoning district, the Comprehensive Plan states that the Public Future Land Use category shall be used for parcels that are publicly owned and intended for use by the general public. These uses include publicly owned parks, active or passive recreational areas, educational facilities, conservation areas, and other forms of open space. As such, the proposed Public Future Land Use designation is more compatible with the GU zoning district and the property's existing use as a drainage retention area.

b. *Future Land Use Element Policy 12.1: The City shall require that all development have adequate services and facilities including water, roads, sewage collection and treatment, stormwater drainage, recreation, and solid waste disposal, to the extent required by state law, other provisions of this Comprehensive Plan, or the City's Land Development Code.*

As identified in the Level of Service Analysis below, there appears to be adequate public facilities to service the subject properties.

2. The requested rezoning is consistent with the following Sections of the City of Ocala Code of Ordinances:

   a. *Section 122-244 - District criteria: Zoning districts allowed under each land use classification.*

Public	***G-U**, FBC*

   The requested G-U, Governmental Use, zoning district is consistent with the proposed Public Future Land Use Classification.

Level of Service Analysis

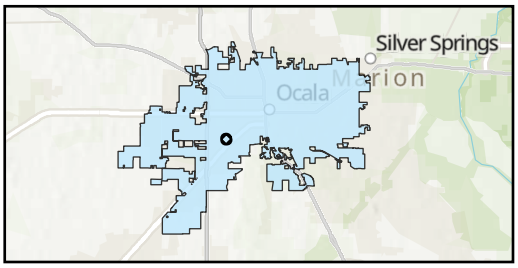
The proposed request is a City-initiated rezoning associated with an existing city owned drainage retention area and does not propose any new development or intensification of use on the subject property. The property is proposed to remain as a drainage retention area with a Floor Area Ratio (FAR) of zero. Therefore, the request is not anticipated to generate additional traffic, increase demand on public utilities, or negatively impact the adopted Levels of Service for transportation, potable water, sanitary sewer, or solid waste facilities. Any future changes to the use or development of the property would be subject to additional review and analysis at the time of application.

Staff Findings and Recommendation

- The proposed rezoning is consistent with the existing Neighborhood Future Land Use classification, pursuant to Section 122-244 of the Code of Ordinances, and is compatible with the surrounding area.
- Public Future Land Use category appropriate for the subject property pursuant to Section 122-244 of the Code of Ordinances, and the Comprehensive plan
- The G-U, Governmental Use, zoning district is appropriate with the existing and intended use of the subject properties.
- The subject property provides a public facility that addresses regional drainage and stormwater needs.

Staff Recommendation: ***Approval***

AERIAL MAP



Case Number: ZON26-0008

Parcel: 23476+001-00

Property Size: Approximately 4.6 Acres
Land Use Designation: Neighborhood
Zoning: R-1, Single Family
B-1A, Limited Neighborhood Business

Proposal: Request to change zoning from R-1 and B-1A to GU

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SW 17th Cir
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SW 27th Ave
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Kangaroo Express
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ZON26-0008
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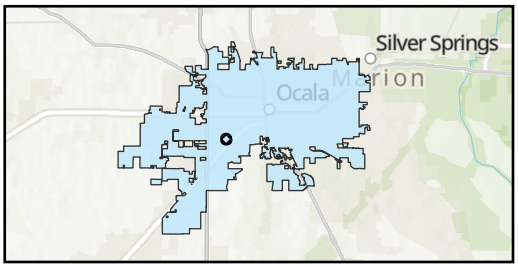
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OCALA

This information is provided as a visual representation only and is not intended to be used as a legal or official representation of legal boundaries. All GIS data which is provided by the City of Ocala should be considered a generalized spatial representation which may be subject to revisions. The feature boundaries are not to be used to establish legal boundaries.For specific information contact the appropriate City of Ocala department or agency.

Prepared by the City of Ocala Growth Management Dep t by ekrepps on 5/21/2026

CASE MAP

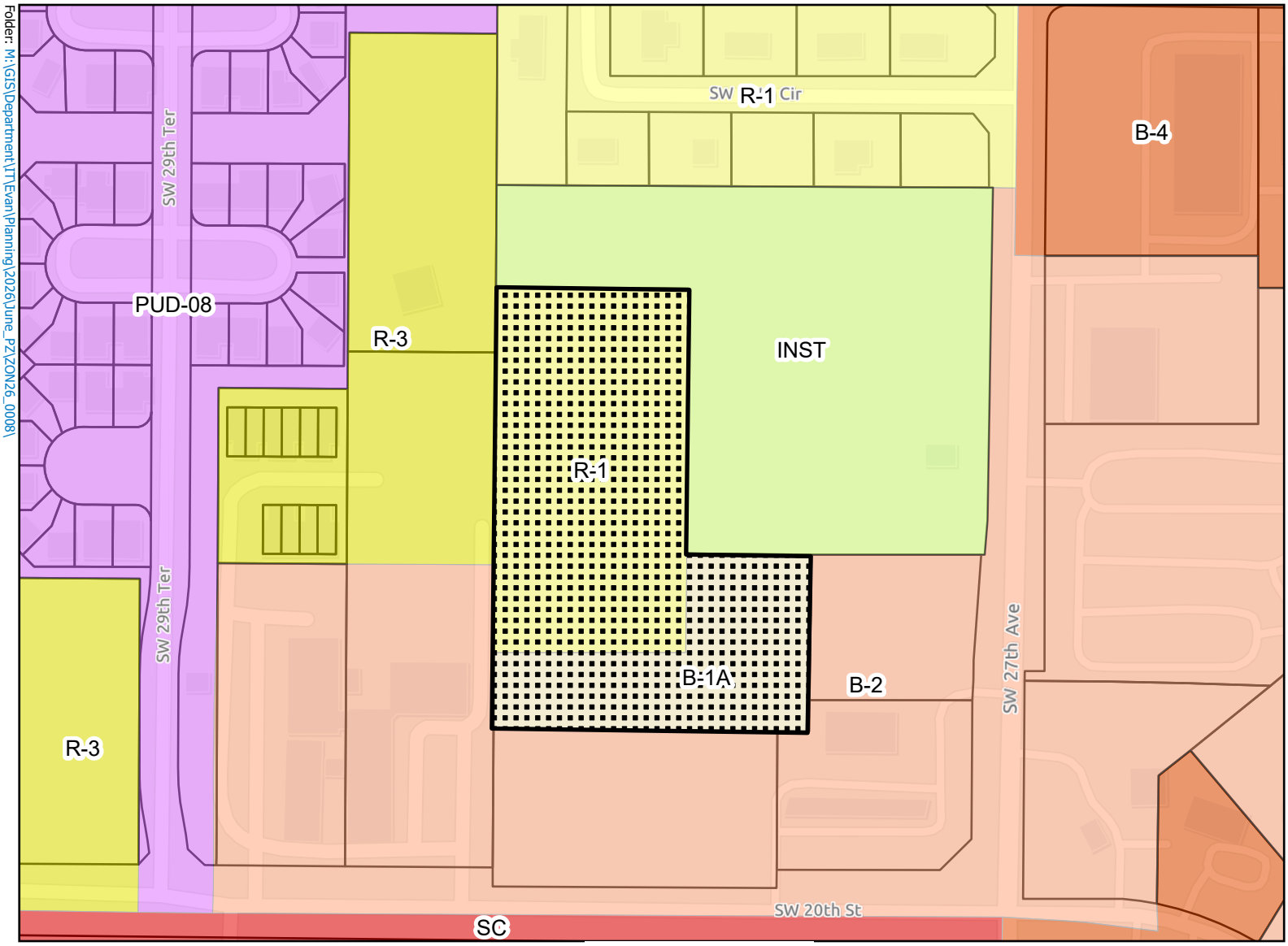


Case Number: ZON26-0008

Parcel: 23476+001-00

Property Size: Approximately 4.6 Acres
Land Use Designation: Neighborhood
Zoning: R-1, Single Family
B-1A, Limited Neighborhood Business

Proposal: Request to change zoning from
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Prepared by the City of Ocala Growth Management Dep t by ekrepps on 5/21/2026

File #: 2026-1849 Agenda Item #: 9g.

Submitted By: Breah J Miller

Presentation By: Endira Madraveren

Department: Growth Management

FORMAL TITLE:
Ordinance 2026-25 to change the Future Land Use designation from Neighborhood to Low Intensity, for property located in the 2800 block of SW 20th Street (Parcel 23472-003-00, 23472-002-00, and a portion of 23472-001-00), approximately 4.88 acres (Case LUC26-0004) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:

This is a joint application that includes two property owners: Z & T Partners, LLC and CLD Properties, LTD.

Key Points:

As indicated in Section 122-244(b), the B-2, Community Business zoning is not a permitted zoning district under the Neighborhood Future Land Use.

The applicant is requesting to change the Future Land Use designation from Neighborhood to Low Intensity to establish a future land use category that permits the existing B-2, Community Business zoning district, to establish consistency between future land use and zoning for the subject property.

A concurrent rezoning application from R-3, Multi-Family Residential to INST, Institutional has been submitted for the undeveloped portion (northern half) of Parcel 23472-001-00 and the entirety of parcel 23472-004-00.

Zoning and Land Use Factors for Consideration:

- The subject properties associated with this request include Parcels 23472-003-00, 23472-002-00, and approximately the southern half of portion of 23472-001-00. All three properties were annexed into the City limits in 1975.

    - Parcel 23472-003-00 encompasses approximately 1.54 acres and was developed approximately 10 years after annexation as part of the first phase of the Too Your Health Spa shopping plaza.

    - Parcel 23472-001-00 currently has split zoning of R-3, Multi-Family Residential and B-2, Community Business. The amendment includes approximately 1.54 acres (southern half) of the total 2.89-acre parcel. The property is currently developed with a part of the existing Too Your Health Spa building and a multi-unit shopping plaza developed in 2001.

    - Parcel 23472-002-00 encompasses approximately 1.54 acres and shares common ownership with the adjacent Kangaroo gas station property located to the east. The property currently shares a common driveway with the Kangaroo station and contains a donation box.

- The subject properties are currently zoned B-2, Community Business with the exception that the northern portion of Parcel 23472-001-00 (not part of the amendment) which has R-3 zoning.

- The B-2, Community Business zoning district is intended to accommodate community-serving commercial uses including retail sales, personal and business services, and office uses.

- The Neighborhood future land use designation allows a maximum density of five dwelling units per acre for single-family development, up to 12 dwelling units per acre for multi-family development, and a maximum floor area ratio (FAR) of 0.25. The proposed Low Intensity future land use has a minimum density and intensity of three dwelling units per acre (0.00 FAR), with a maximum of 18 dwelling units per acre (0.75 FAR).

Planning & Zoning Commission

Following the discussion, the Planning and Zoning Commission voted five to zero to recommend approval of the land-use change and the associated rezoning request.

FINDINGS AND CONCLUSIONS:

- The requested Low Intensity future land use designation is consistent with the existing commercial development pattern along SW 20th Street.

- The subject properties existing Neighborhood future land use designation is inconsistent with the existing B-2, Community Business zoning. Specifically, B-2 is not a permitted zoning district in the Neighborhood future land use category (Section 122-244(b)).

- The proposed amendment will provide consistency between the comprehensive plan and the city's land

development regulations, where Section 122-244(b), list the B-2 zoning district as a permissible district in the proposed Low Intensity future land use category.

- The request supports maintaining the established commercial corridor and surrounding Low Intensity development pattern.

- The proposed amendment is consistent with the applicable goals, objectives, and policies of the Comprehensive Plan and the city's Land Development Regulations.

Staff recommends approval.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
The ordinance is pending review by the City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with changes.
- Deny
- Table

SUPPORT MATERIALS:
- P&Z Staff Report
- Case Map
- Aerial Map

ORDINANCE 2026-25

AN ORDINANCE AMENDING THE CITY OF OCALA, FLORIDA, COMPREHENSIVE PLAN FUTURE LAND USE MAP SERIES AS REQUIRED IN SECTION 163.3161 THROUGH AND INCLUDING SECTION 163.3248, FLORIDA STATUTES; DETAILING THE FUTURE LAND USE CHANGE (CASE NO. LUC26-0004); AMENDING THE FUTURE LAND USE MAP DESIGNATION FROM NEIGHBORHOOD TO LOW INTENSITY FOR PROPERTY LOCATED IN THE 2800 BLOCK OF SW 20TH STREET (PARCEL 23472-003-00, 23472-002-00, AND A PORTION OF 23472-001-00), APPROXIMATELY 4.88 ACRES; PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida adopted the Local Government Comprehensive Planning and Land Development Regulation Act of 1985, as contained in Section 163.3161 through and including Section 163.3248, Florida Statutes, which required the City of Ocala, Florida, to prepare and adopt a comprehensive plan in accord with the requirements of the said act; and

WHEREAS, the City of Ocala has prepared a comprehensive plan which meets the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985; and

WHEREAS, the City of Ocala on October 22, 1991, adopted this plan including a Future Land Use Element consisting of a land use map series; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act of 1985 provides for the amendment of an adopted plan or element or portion thereof; and

WHEREAS, on October 19, 2010, City Council adopted the Ocala 2035 Vision; and

WHEREAS, one of the strategies of the Ocala 2035 Vision was to initiate Comprehensive Plan Amendments (adopted on January 22, 2013) to be consistent with the Ocala 2035 Vision.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF OCALA, FLORIDA, in regular session, as follows:

Section 1. The City of Ocala Comprehensive Plan, Future Land Use Element and Map Series is hereby amended as required by the Florida Local Government Comprehensive Planning and Land Development Regulation Act of 1985 contained in Section 163.3161 through and including Section 163.3248, Florida Statutes and pursuant to Section 106-38 of the Code of Ordinances, City of Ocala, Florida. The lands described below are hereby reclassified according to the City of Ocala Comprehensive Plan, Future Land Use Element as Low Intensity and the attached land use map is incorporated by reference into this ordinance:

Parcel NO. 23472-003-00:

THE SOUTH 37 FEET OF PARCEL 1 AND BEING A PORTION OF PARCEL 2 LYING NORTH OF S.W. 20TH STREET (RIGHT OF WAY WIDTH VARIES}, SWEETHAVEN 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT X, PAGE 110 OF THE PUBLIC RECORDS OF MARION COUNTY,FLORIDA, SAID LANDS BEING A PORTION OF THE S.W. 1/4 OF THE N.E. 1/4 OF THE S.E. 1/4 OF SECTION 23, TOWNSHIP 15 SOUTH, RANGE 21 EAST MARION COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE WEST BOUNDARY OF THE EAST 190 FEET OF THE S.W. 1/4 OF THE N.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 23, SAID POINT ALSO BEING THE N.E. CORNER OF SAID SWEETHAVEN 1; THENCE ALONG SAID WEST BOUNDARY AND ALONG THE EAST BOUNDARY OF SAID SWEETHAVEN 1, S.00°3311611W., A DISTANCE OF 225.50 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG THE WEST BOUNDARY OF THE EAST 190 FEET OF THE S.W. 1/4 OF THE N.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 23 AND ALONG THE EAST BOUNDARY OF SAID SWEETHAVEN 1, S.00°3311611W., A DISTANCE OF 388.88 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF AFOREMENTIONED S.W. 20TH STREET; THENCE DEPARTING THE WEST BOUNDARY OF THE EAST 190 FEET OF THE S.W. 1/4 OF THE N.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 23 AND THE EAST BOUNDARY OF SAID SWEETHAVEN 1, ALONG

SAID NORTH RIGHT OF WAY LINE, N.89°22'48"W., A DISTANCE OF 165.72 FEET TO THE WEST BOUNDARY OF SAID SWEETHAVEN 1; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG SAID WEST BOUNDAY, N.00°31'37"E., A DISTANCE OF 389.05 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTH 37 FEET OF AFOREMENTIONED PARCEL 1 OF SAID SWEETHAVEN 1; THENCE DEPARTING SAID WEST BOUNDARY, ALONG SAID NORTH BOUNDARY, S.89°1910911 E., A DISTANCE OF 165.91 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 1.48 ACRES, MORE OR LESS.

Parcel NO. 23472-001-00 (Southern Portion):

COMMENCE AT THE N.E. CORNER OF THE S.W. 1/4 OF THE N.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 23, SAID POINT ALSO BEING THE S.E. CORNER OF THE N.W. 1/4 OF THE N.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 23; THENCE ALONG THE EAST BOUNDARY OF THE S.W. 1/4 OF THE N.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 23, S.00°30'32"W., A DISTANCE OF 225.39 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID EAST BOUNDARY, S.00°30'32"W., A DISTANCE OF 389.14 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF S.W. 20TH STREET (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING SAID EAST BOUNDARY, ALONG SAID NORTH RIGHT OF WAY LINE, N.89°14'29"W., A DISTANCE OF 190.42 FEET TO A
POINT ON THE WEST BOUNDARY OF THE EAST 190 FEET OF THE S.W. 1/4 OF THE N.E. 1/4 OF THE S.E. 1/4 OF ~AID SECTION 23; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG SAID WEST BOUNDARY, N.00°33'16"E., A DISTANCE OF 388.88 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°19'09"E., A DISTANCE OF 190.11 FEET TO THE POINTOF BEGINNING. SAID LANDS CONTAINING 1.70 ACRES, MORE OR LESS

Parcel NO. 23472-002-00:

COMMENCE AT THE S.E. CORNER OF THE N.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 23; THENCE ALONG THE SOUTH BOUNDARY OF THE N.E. 1/4 OF THE S.E. 1/4 OF SAID
SECTION 23, N.89°15'08"W., A DISTANCE OF 300.91 FEET; THENCE DEPARTING SAID
SOUTH BOUNDARY, N.00°58'16"E., A DISTANCE OF 49.43 FEET TO A POINT ON THE
NORTH RIGHT OF WAY LINE OF S.W. 20TH STREET (BEING A 100 FOOT RIGHT OF WAY), SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE ALONG SAID NORTH RIGHT OF WAY LINE, N.89°19'28"W., A DISTANCE OF 363.65 FEET TO THE S.E. CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4969, PAGE 61 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG THE EAST BOUNDARY OF SAID LANDS, N.00°27'35"E., A DISTANCE OF 178. 70 FEET TO THE S.W. CORNER OF A CITY OF OCALA WATER RETENTION AREA; THENCE DEPARTING THE EAST BOUNDARY OF SAID LANDS, ALONG THE SOUTH BOUNDARY OF SAID WATER RETENTION AREA, S.89°18'36"E., A DISTANCE OF 365.25 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, S.00°58'16"W., A DISTANCE OF 178.61 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 1.49 ACRES, MORE
OR LESS.

Section 2. Direction to Staff. The City Council of the City of Ocala, Florida directs staff to take any and all steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 3. Repealing Inconsistent and/or Conflicting Provisions. The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions,

policies, procedures, and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 4. Severability of Ordinance Provisions. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

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Section 7. This ordinance shall become effective upon approval by the mayor, or upon becoming law without such approval.

Section 8. The effective date of this small-scale development amendment shall be 31 days after adoption, unless the amendment is challenged pursuant to Section 163.3187(5), F.S. If challenged, the effective date of the amendment shall be the date a final order is issued by the state land planning agency, or the Administration Commission, finding the amendment in compliance with Section 163.3184, F.S. No development orders, development permits or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency, 107 East Madison Street, MSC 160, Tallahassee, Florida 32399-6545.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Ire J. Bethea, Sr.
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2026.

By: _____

Ben Marciano
Mayor

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No: 2026-25
Introduced: 7/21/2026
Adopted: Click or tap to enter a date.
Legal Ad No: Click or tap here to enter text.

Land Use Change Staff Report

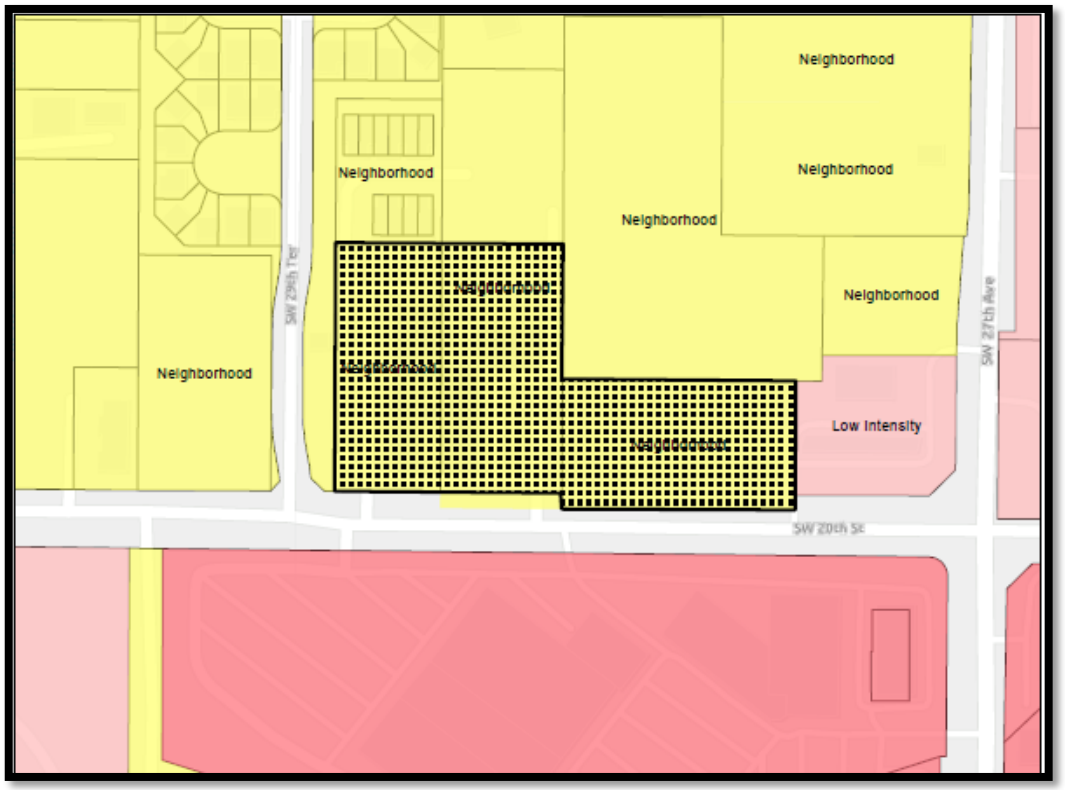
Case No. LUC26-0004
Planning & Zoning Commission: June 8, 2026
City Council (1st Reading): July 21, 2026
City Council (Adoption): August 4, 2026

Applicant/ Property Owner:	Z & T Partners, LLC and CLD Properties, LTD
Project Planner:	Breah Miller, Planner II
Amendment Request:	Change the Future Land Use designation for the subject property from Neighborhood to Low Intensity.

Parcel Information

Acres:	±4.88 acres
Parcel(s)#:	23472-003-00, 23472-002-00, and a portion of 23472-001-00
Location:	located in the 2800 block of SW 20th Street
Existing use:	Multi- use Complexes and Undeveloped
Future Land Use Designation:	Neighborhood
Zoning Designation:	B-2, Community Business District
Special District(s)/Plan(s):	N/A
Overlay(s):	N/A

Figure 1. Aerial Location Map



Section 1 - Applicant Request

The applicant is requesting to change the Future Land Use designation from Neighborhood to Low Intensity to establish consistency with the existing B-2, Community Business zoning district.

Section 2 - Background Information

The current designations of the properties are:

Zoning: **B-2, Community Business** district is intended for community businesses, including retail sales, personal and business services, and all office uses. Businesses shall be based on walk-in trade, rather than delivery of supplies and large commodities.

Future Land Use: **Neighborhood**, a maximum of 5 dwelling units per acre for single-family development and maximum of 12 dwelling units per acre for multi-family development, a maximum of 0.25 floor area ratio (FAR).

23472-003-00

The subject property encompasses approximately 1.54 acres and was annexed into the City limits in 1975. Approximately ten years after annexation, the property was developed as part of the first phase of a multi-use commercial complex known as the Too Your Health Spa shopping plaza. The remaining portion of the shopping plaza extends onto the neighboring property identified as Parcel 23472-001-00, which is also associated with this Future Land Use Map amendment request.

23472-001-00

The subject property encompasses approximately 2.89 acres and was annexed into the City limits in 1975. The property is currently split-zoned and developed with a portion of the Too Your Health Spa shopping plaza. The portion associated with this request is zoned B-2, Community Business approximately 1.54 acres, while the remaining 1.35-acre portion of the parcel, which is not included in this request, is zoned R-3, Residential District.

In 2001, the B-2 portion of the property was developed with a multi-use commercial complex, including an outdoor swimming pool and obstacle course associated with Too Your Health Spa.

23472-002-00

The subject property encompasses approximately 1.48 acres and was annexed into the City limits in 1975. The property shares common ownership with the parcel immediately to the east, which is developed with the Kangaroo gas station. The subject property currently contains a donation box servicing the adjacent gas station and is otherwise undeveloped.

Table 1: Adjacent Property Information:

Direction	Future Land Use	Zoning District	Current Use
North	Neighborhood	R-3, Multi- Family Residential	Sweet Haven Residences Single Family Residence

East	Low Intensity Neighborhood	B-2, Community Business B-1A, Limited Neighborhood Business R-3, Multi- Family Residential	Kangaroo Express City of Ocala DRA# 320
South	Medium Intensity/ Special District	SC, Shopping Center	Gaitway Plaza
West	Neighborhood	R-3, Multi- Family Residential	Undeveloped

There is an unrelated case also being requested at the June 8 Planning & Zoning Commission meeting, these include: a rezoning request of the remaining 1.35 acre portion of parcel 23742-001-00 and parcel 23742-004-00 from R-3 to Inst, Institutional for two properties located to the north of the subject properties.

Section 3 – Staff Analysis

The proposed Future Land Use Map amendment from Neighborhood to Low Intensity is consistent with the City of Ocala Comprehensive Plan and aligns with the existing development pattern along this segment of SW 20th Street. The West Ocala Vision & Community Plan (West Ocala Vision) identifies the area south of the subject properties as the College Park Medium Intensity/Special District with the subject properties identified as Neighborhoods District. The intent of the West Ocala Vision is to build community consensus and describe what the community desires to look like. While the request does not directly align with the West Ocala Vision it does provide for a transition from SW 20th Street and its commercial areas into the neighborhood land use area further north. SW 20th Street is classified as an urban collector roadway within the Transportation Map Series of the Comprehensive Plan and intersects SW 27th Avenue, which is classified as an urban minor arterial roadway. This intersection is approximately 245-ft east of the subject properties' eastern boundary and 1,000-ft east of the intersection of SW 20th Street and SW 29th Terrace. Along both sides of this segment of SW 20th Street, commercial development exists with a shopping center (College Park Medium Intensity/Special District) on the south side of SW 20th Street.

The subject properties are developed with commercial uses permitted within the existing B-2, Community Business zoning district. Additionally, the properties are contiguous to other commercially developed properties, including the adjacent Kangaroo Express site, which currently carries a Low Intensity Future Land Use designation.

The proposed amendment would establish consistency between the existing zoning and Future Land Use Map, as B-2 zoning districts are not consistent with the Neighborhood Future Land Use category. The request would also create a more cohesive land use pattern along the corridor while recognizing the established commercial character of the area.

The subject properties are located within an urbanized area currently served by existing roadway infrastructure, utilities, and public facilities necessary to support commercial development. Staff does not anticipate the proposed amendment will create significant impacts on public facilities or introduce an incompatible development pattern within the surrounding area.

Consistency with Comprehensive Plan:

The requested land use change is consistent with the following Objectives and Policies of the City of Ocala Future Land Use Element:

1. *Future Land Use Element Policy 6.6: Low Intensity. The intent of the Low Intensity land use classification is to identify areas that are generally oriented towards the automobile as the primary mode of transportation, with pedestrian circulation and activity being generally less than High Intensity/Central Core and Medium Intensity/Special District districts. Low Intensity may contain a single use. Mixed use development is encouraged. Permitted uses include office, commercial, public, recreation, institutional, educational facilities and residential. Light industrial shall only be allowable in designated locations as specified in the Land Development Code and must meet the intent of the Low Intensity category, including form and design guidelines as applicable. It is also the intent of this category to promote a walkable suburban form.*

   The form of buildings and development may be regulated for specified areas by a Form Based Code or Corridor Overlay. Buildings may have larger setbacks from the street and public right-of-way than other mixed-use districts, as depicted in Figure E. Buildings may have surface parking between the building and the street, though rear and side yard parking is encouraged for nonresidential uses, as depicted in Figure F. Low Intensity areas may have large open space areas such as community and regional parks, trails, or surface stormwater management facilities designed as amenities.

   The minimum density and intensity in this future land use category is 3 dwelling units per gross acre or 0.00 FAR. The maximum density and intensity is 18 dwelling units per acre or 0.75 FAR.

   Increased density and intensity incentives may be approved for inclusion of workforce housing, green building and sustainable design standards, setting aside right-of-way for trails, employment-generating uses, exemplary urban design, or other benefits to the City as specified in the Land Development Code. The location and application of incentives shall be set forth in the Land Development Code.

   Staff Comment:

   Two of the subject properties are currently developed with commercial uses, including the existing Too Your Health Spa shopping plaza, which contains approximately 17,484 square feet of impervious surface area, while another parcel contains approximately 8,548 square feet of impervious surface area associated with existing site improvements. The remaining parcel is currently vacant. The existing development pattern within the area reflects commercial development consistent with the intent of the Low Intensity Future Land Use category, which is intended to accommodate office, commercial, institutional, and mixed-use development in areas generally oriented toward automobile travel.

   Additionally, the existing B-2, Community Business zoning designation is not consistent with

the current Neighborhood Future Land Use designation, as B-2 zoning districts are not permitted within the Neighborhood Future Land Use category. The proposed amendment would correct the existing inconsistency between the Future Land Use designation and zoning classification while recognizing the established commercial character of the corridor.

2. *Future Land Use Element Objective 14: The City shall continue existing regulations or adopt new regulations to ensure that development is consistent with the Future Land Use Map and are compatible with neighboring development, available services and facilities, and topography and soil conditions*.

   Staff Comment:

   The proposed Low Intensity Future Land Use designation would establish consistency between the existing B-2, Community Business zoning district and the Future Land Use Map.

   The properties are contiguous to commercially developed properties, including the adjacent Kangaroo Express property, which currently carries a Low Intensity Future Land Use designation. The proposed amendment would create a more compatible land use pattern along the corridor while recognizing the established commercial character of the area.

   Additionally, the subject properties are located within an urbanized area currently served by existing roadway infrastructure, utilities, and public facilities necessary to support commercial development. The request does not introduce a new or incompatible development pattern but rather aligns the Future Land Use with the existing zoning and surrounding commercial uses already present within the area.

3. Table 2: Existing and Proposed Land Use Standards

	Future Land Use Category	Permitted Land Uses	Allowable Density	Allowable FAR
Existing	Neighborhood	Residential Secondary Uses: Recreation, institutional, limited neighborhood-scale office and commercial, educational facilities	Up to 5 units/acre SFR; Multifamily up to 12 units/acre	Up to 0.25 FAR
Proposed	Low Intensity	Residential, office, commercial, public, recreation, institutional, light industrial, educational facilities	3 to 18 units/ acre	Up to 0.75 FAR

Section 5 - Level of Service (LOS) Analysis

The proposed Future Land Use Map amendment is not anticipated to create significant impacts on public facilities or services. SW 20th Street is currently operating above the adopted Level of Service standards, and two of the three subject properties are already developed with existing commercial uses and site improvements. Therefore, the request is not expected to create a substantial increase in traffic impacts beyond existing conditions.

One of the subject properties remains undeveloped; however, any future development of that parcel will be subject to additional development review and may require a traffic study to evaluate potential

transportation impacts and ensure compliance with the City's concurrency requirements.

City water and sanitary sewer services are currently available to the subject properties, and adequate capacity exists within the City's utility systems. Additional review of utility capacity will occur during future site plan review for any redevelopment or expansion of the existing uses. The proposed amendment is also not anticipated to negatively impact parks and recreation facilities, schools, solid waste services, or stormwater requirements.

A. Required Public Facilities (adopted LOS standards in the comprehensive plan):

Transportation: The properties are accessed from SW 20th Street, an urban collector roadway connecting to SW 27th Avenue and SW 37th Avenue. The 2023 congestion management data from the Ocala-Marion TPO for the affected roadway is provided below.

- **Adopted LOS / Available Capacity:**

Road/ Street Name	Lanes	Speed Limit	Functional Classification	Adopted LOS	LOS Capacity	2023 AADT	Existing LOS
SW 20 St	2	25 MPH	Collector	E	16,727	14,200	C

Developments proposing to generate 100 or more net new PM peak hour trips are required to submit a traffic study as part of the subdivision review.

LOS Impact: SW 20th Street is currently operating above the adopted Level of Service (LOS). However, two of the three subject properties are already developed with existing commercial uses and associated site improvements. Therefore, the proposed Future Land Use Map amendment is not anticipated to result in a significant increase in traffic impacts to SW 20th Street beyond existing conditions.

At the time of future development, a traffic study may be required to evaluate potential transportation impacts and ensure compliance with the City's adopted Level of Service standards and concurrency requirement.

Potable Water: City utilities are available at this location; connections will be determined during the site plan review process. A city water main runs along SW 20th Street.

- *Adopted Level of Service (LOS) Potable Water:* 300 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 167 gallons per capita daily (gpcd).
- *Available Capacity:* Capacity is available. The permitted capacity of the City's water system is 24.4 million gallons daily (mgd).

LOS Impact: Additional demand is not contemplated as a result of the proposed land use change. A capacity analysis will be required at the time of site plan review for any future development.

Sanitary Sewer: Nearby properties are currently served by City of Ocala Utilities, and utility connections will be reviewed during the site plan process. A City gravity sewer main is located approximately north of subject property 23472-002-00, connecting to SW 27th Avenue.

- *Adopted Level of Service (LOS) Sanitary Sewer:* 250 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 80 gallons per capita daily (gpcd).

- *Available Capacity:* Capacity is available. The permitted capacity of Water Reclamation Facility #2 is 6.5 million gallons daily (mgd) and the permitted capacity of Water Reclamation Facility #3 is 4.0 million gallons daily (mgd).

LOS Impact: Additional demand is not contemplated as a result of the proposed rezoning. Water Resources staff has indicated the approximate daily flows are 6.6 mgd leaving a remaining capacity of approximately 3.9 mgd; additional capacity analysis will be required at the time of site plan review for any expansion of the existing uses or future redevelopment.

Solid Waste: The subject property is located within the City's service area; refuse pickup will be determined during the site plan review process.

- *Adopted Level of Service (LOS) Solid Waste:* 3.54 pounds per capita per day for residential development.

LOS Impact: Solid waste is transported to facilities outside of the city, the capacity of these facilities is under other jurisdiction.

Parks and Recreation Facilities:

- *Adopted Level of Service (LOS) Solid Waste:* 4.6 developed park acres per 1,000 population for each Regional Park Service Area (RPSA).
- *Available Capacity:* Capacity is available. The City's population of 69,283 requires 318.70 developed park acres. The city currently owns and maintains 622.27 developed park acres, pursuant to the Spring 2025 Activity Guide released by the Recreation and Parks Department.

LOS Impact: The proposed land use change is not anticipated to create additional demand for parks and recreation facilities within the northeast quadrant of the City.

B. Other Public Facilities:

The following public facilities do not have adopted Level of Service standards and are provided as additional information.

Stormwater: The subject property is not located within a Flood Zone. Any future development must retain runoff on-site to match pre-development conditions. Facilities must be designed to provide flood protection for a 100 year, 24-hour storm event and subsequent 14-day recovery.

Electric: The subject properties are within the Ocala Electric Utility service territory.

Fiber: Service is not currently available at this location.

Fire Service: Ocala Fire Rescue Station #4 is located approximately .42 miles from the subject property. This distance does not exceed the desired industry standard of 1.5 miles for fire service.

Schools: The proposed amendment is not anticipated to impact the schools servicing this area. There is currently not a proposed number of units for future development.

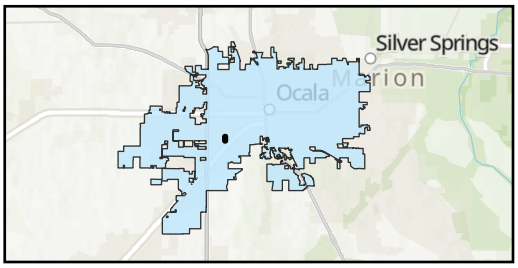
Section 6 - Staff Findings and Recommendation

- The requested Low Intensity Future Land Use designation is consistent with the existing commercial development pattern along SW 20th Street.
- The proposed amendment establishes consistency between the existing B-2 zoning district and the Future Land Use Map.

- The request supports the established commercial corridor and surrounding Low Intensity development pattern.
- The proposed amendment is consistent with the applicable goals, objectives, and policies of the Comprehensive Plan.

Staff Recommendation:	**Approval of LUC26-0004**

AERIAL MAP



Case Number: LUC26-0004

Parcel: 23472-001-00, 23472-003-00, 23472-002-00

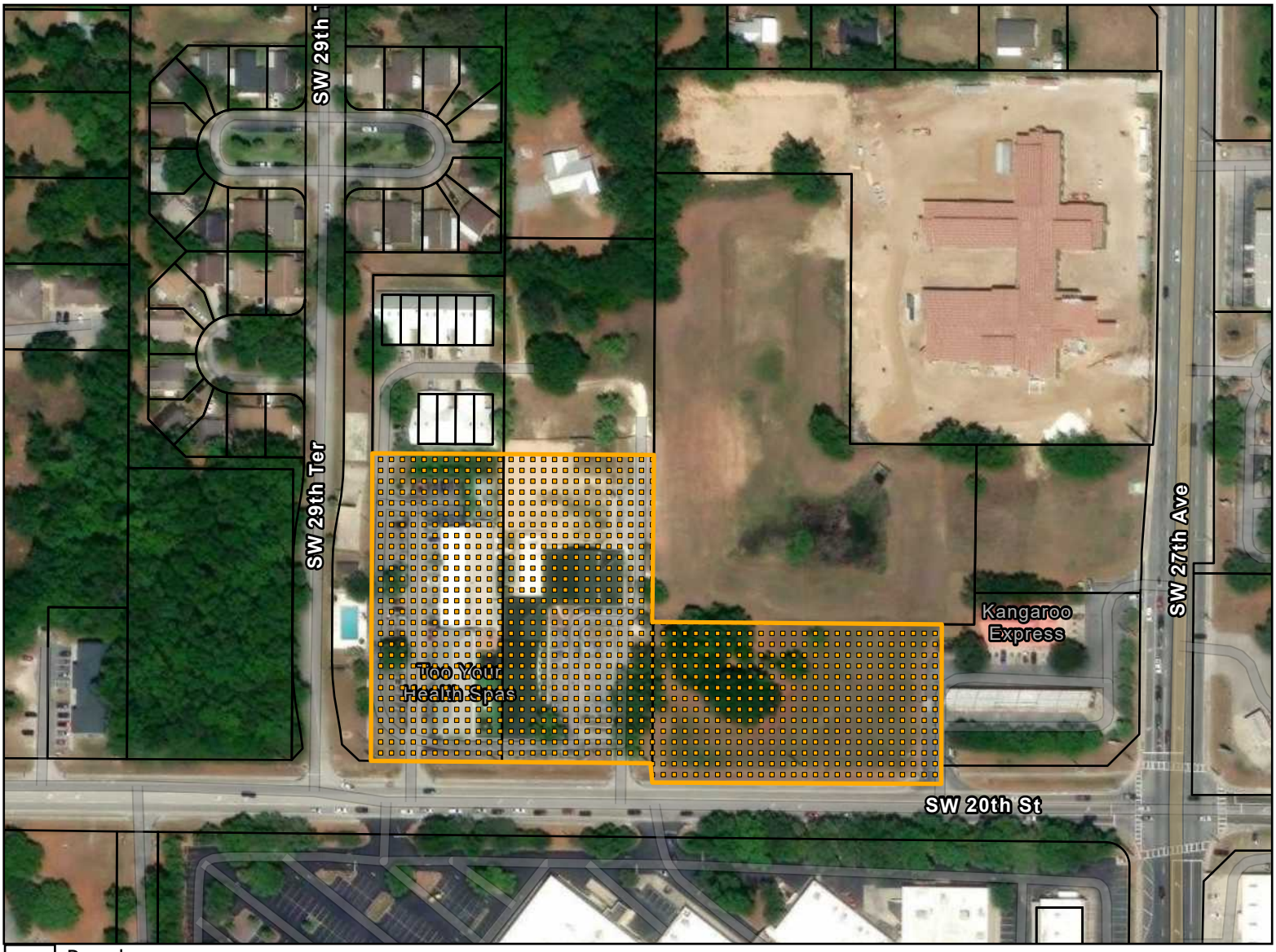
Property Size: Approximately 4.88 Acres

Land Use Designation: Neighborhood

Zoning: R-3, Multi-Family Residential & B-2, Community Business

Proposal: Request to change land use from neighborhood to low intensity

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Parcels

LUC26-0004

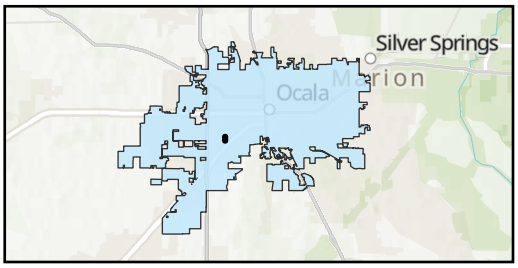
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This information is provided as a visual representation only and is not intended to be used as a legal or official representation of legal boundaries. All GIS data which is provided by the City of Ocala should be considered a generalized spatial representation which may be subject to revisions. The feature boundaries are not to be used to establish legal boundaries.For specific information contact the appropriate City of Ocala department or agency.

Prepared by the City of Ocala Growth Management Dept by ekrepps on 5/20/2026

CASE MAP



Case Number: LUC26-0004

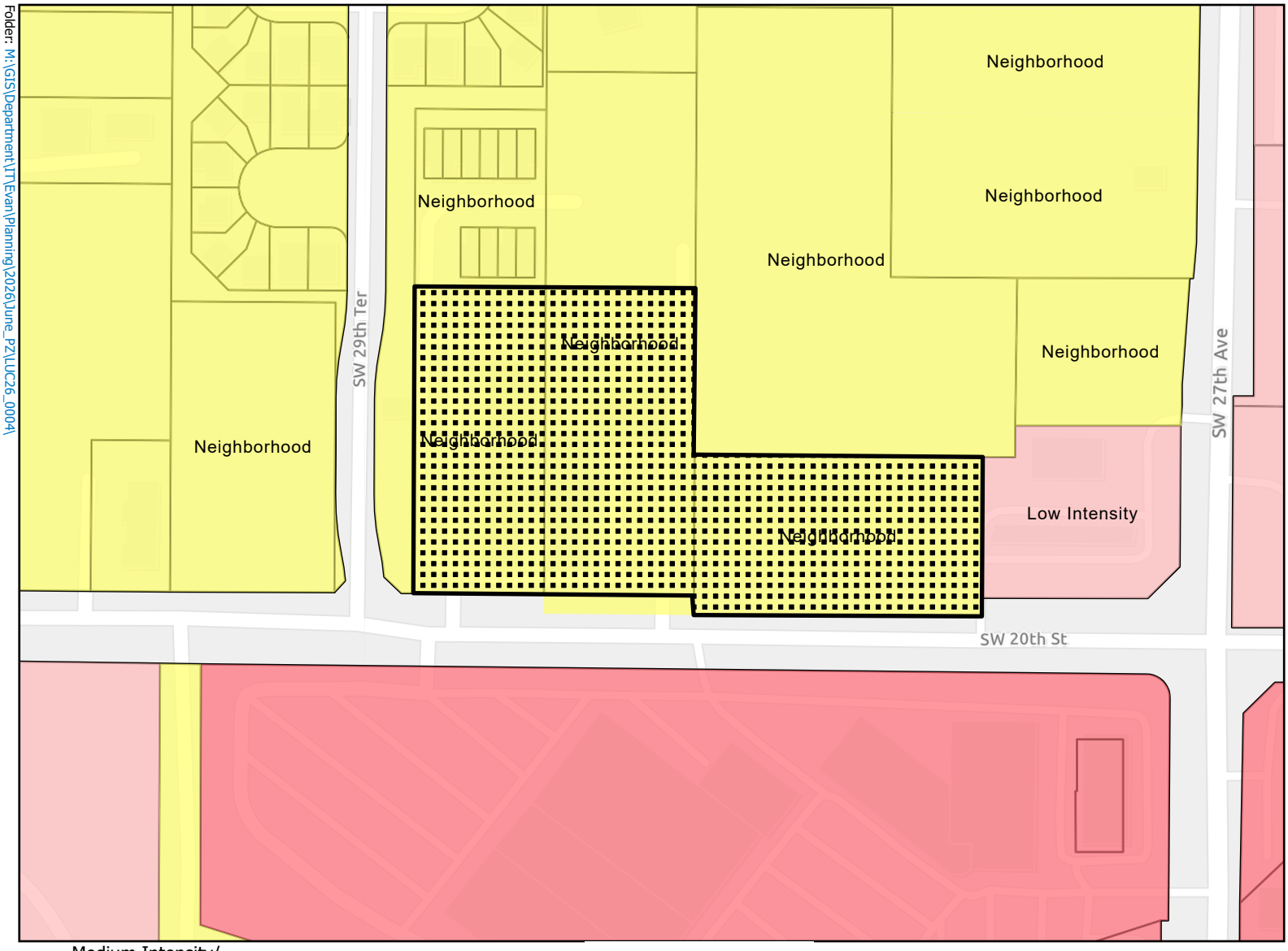
Parcel: 23472-001-00, 23472-003-00, 23472-002-00

Property Size: Approximately 4.88 Acres

Land Use Designation: Neighborhood

Zoning: R-3, Multi-Family Residential & B-2, Community Business

Proposal: Request to change land use from neighborhood to low intensity



Medium Intensity/ Special District
Low Intensity
Neighborhood
Parcels
LUC26-0004

0 220 440 880 Feet

N

OCALA

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Prepared by the City of Ocala Growth Management Dept by ekrepps on 5/20/2026

File #: 2026-1850 Agenda Item #: 9h.

Submitted By: Breah J Miller

Presentation By: Endira Madraveren

Department: Growth Management

FORMAL TITLE:
Ordinance 2026-26 to rezone from R-3, Multi-Family Residential District, to INST, Institutional District, for properties located in the 2800 block of SW 20th Street (Parcel 23472-004-00 and a portion of 23472-001-00), approximately 2.99 acres (Case ZON26-0009) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- Petitioner and Property Owner: Z&T Partners, LLC
- Agent: Gray, Ackerman & Haines, P.A., Tim Haines

Key Points:

The applicant is requesting to rezone approximately 2.99-acres, the northern 1.19-acre portion of parcel 23472-001-00 and all of parcel 23472-004-00 (1.8 acres) from R-3, Multi-Family Residential.

Zoning and Land Use Factors for Consideration:

Parcel 23472-001-00

- This request affects only the northern 1.19 acres of the 2.89-acre property which is currently zoned R-3, Multi-Family Residential. The remaining southern portion will retain its current zoning, B-2, Community Business.

- The subject property was annexed into the City in 1975.

- In 2001, a multi-use complex was developed on the southern B-2 portion of the property, which is not affected by this request.

Parcel 23472-004-00

- This request includes the entire parcel, approximately 1.8 acres, from R-3, Multi-Family Residential to INST, Institutional.
- The subject property was rezoned to the PUD-8 zoning district in the 1980s as part of the La Jolla PUD.
- In May 2006, the property was rezoned to R-3, Multi-Family Residential zoning district.
- The existing single-family residence constructed in 1977 remains on the property. A single-family residence is a permitted accessory use in the INST (Institutional) zoning when associated with a church/place of worship or a school site.
- The property is landlocked and does not have frontage along SW 20th Street; future development must meet all applicable Land Development Regulations.

Planning & Zoning Commission

Following the discussion, the Planning and Zoning Commission voted five to zero to recommend approval of the rezoning request.

FINDINGS AND CONCLUSIONS:

- The proposed rezoning is consistent with the existing Neighborhood Future Land Use designation, pursuant to Section 122-244 of the Code of Ordinances, and is consistent with the surrounding area.
- Future development of the property must meet all applicable Land Development Regulations.
- City utilities service the subject property, and adequate public facilities exist to service any future development.

Staff recommends approval.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
The ordinance is pending review by the City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with changes.

- Deny
- Table

SUPPORT MATERIALS:

- P&Z Staff Report
- Case Map
- Aerial Map

ORDINANCE 2026-26

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING THE ZONING REZONE FROM R-3, MULTI-FAMILY RESIDENTIAL, TO INST, INSTITUTIONAL, FOR CERTAIN PROPERTY LOCATED AT 2781 SW 20TH STREET & NORTHERN PORTION OF 2801 SW 20TH STREET (PARCEL 23472-004-00 & A PORTION OF 23472-001-00), APPROXIMATELY 2.99 ACRES (CASE NO. ZON26-0009); PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATIONS AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session, as follows:

Section 1. The lands described below are hereby rezoned and reclassified according to the zoning regulation of the City of Ocala, Florida, as INST, Institutional:

PARCEL 1:

THE SOUTH 458.53 FEET OF THE EAST 190 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE EAST 190 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, LESS AND EXCEPT ANY PART LYING OR BEING IN RIGHT-OF-WAY FOR SOUTHWEST 20TH STREET, A/K/A AIRPORT ROAD.

LESS AND EXCEPT LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1747, PAGE 1729, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 15 SOUTH, RANGE 21 EAST, IN MARION COUNTY, FLORIDA; THENCE NORTH 0°, 31', 30" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 25.00 FEET TO A POINT ON A LINE PARALLEL WITH AND NORTHERLY 25.00 FEET FROM THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 89°, 19', 47" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 190.00 FEET TO THE WEST LINE OF THE EAST 190.00 FEET OF SAID SOUTHWEST QUARTER, THENCE NORTH 0°, 31', 30" EAST ALONG SAID WEST LINE A DISTANCE OF 25.00 FEET TO A LINE PARALLEL WITH AND NORTHERLY 50.00 FEET FROM THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89°, 19', 47" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 190.00 FEET TO SAID EAST LINE OF SAID SOUTHWEST QUARTER, THENCE SOUTH 0°, 31', 30" WEST A DISTANCE OF

25.00 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT:

THE NORTH 410.38 FEET OF THE SOUTH 458.53 FEET OF THE EAST 190.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.

PARCEL 2:

THE NORTH 410.38 FEET OF THE SOUTH 458.53 FEET OF THE EAST 190.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.

Section 2. Direction to Staff. The City Council of the City of Ocala, Florida directs staff to take any and all steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 3. Repealing Inconsistent and/or Conflicting Provisions. The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures, and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 4. Severability of Ordinance Provisions. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 5. Modifications Arising from Consideration at a Public Hearing. It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 6. Direction to the Codifier. It is the intention of the City Council of the City of Ocala, Florida that (1) the zoning map of the City of Ocala is hereby amended to reflect the change in zoning classification from R-3, Multi-Family Residential District, to INST, Institutional District, as to lands described in Section 1 of this ordinance; (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by City Council.

Section 7. This ordinance shall become effective upon approval by the mayor, or upon becoming law without such approval.

ATTEST: **CITY OF OCALA**

By:
Angel B. Jacobs
City Clerk

By:
Ire J. Bethea, Sr.
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2026.

By: _____
Ben Marciano
Mayor

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No: 2026-26
Introduced: 7/21/2026
Adopted: Click or tap to enter a date.
Legal Ad No: Click or tap here to enter text.

Rezoning Staff Report

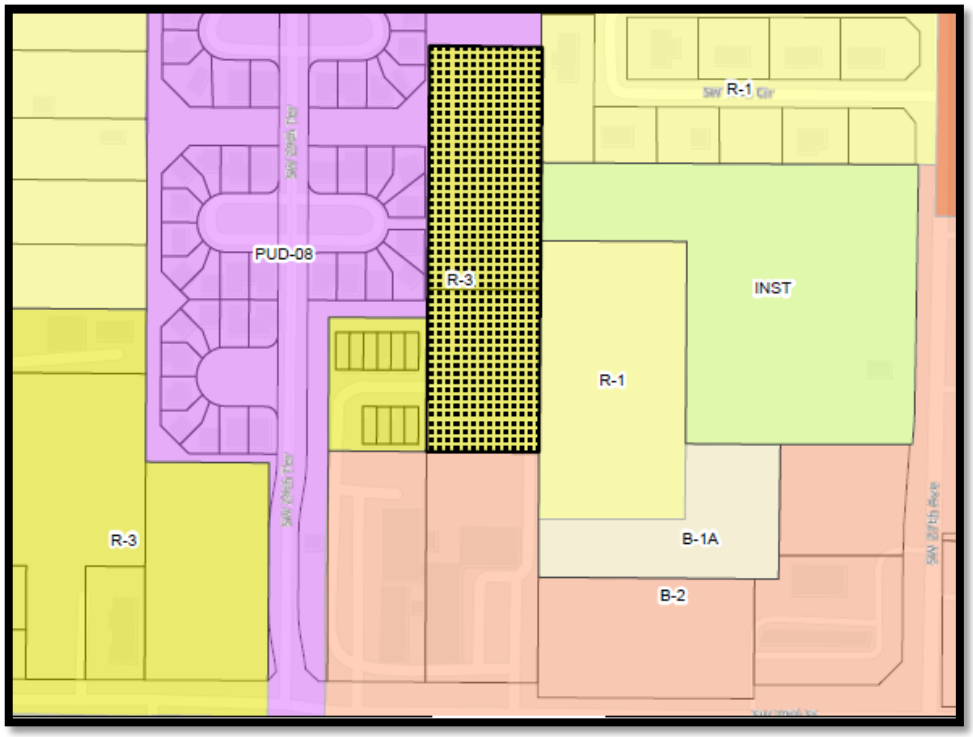
Case No. ZON26-0009
Planning & Zoning Commission: June 8, 2026
City Council (1st Reading): July 21, 2026
City Council (Adoption): August 4, 2026

Applicant:	Z&T Partners, LLC
Property Owner:	Z&T Partners, LLC
Project Planner:	Breah Miller, Planner II
Amendment Request:	Rezone from R-3, Multi-Family Residential, to INST, Institutional

Parcel Information

Acres:	±2.99 acres
Parcel(s)#:	23472-004-00 & A portion of 23472-001-00
Location:	2781 SW 20th Street & northern portion of 2801 SW 20th Street
Existing use:	Multi-Use Complex & Single-Family Residence
Future Land Use Designation:	Neighborhood
Zoning Designation:	R-3, Multi-Family Residential & B-2, Community Business
Special District(s)/Plan(s):	N/A
Approved Agreement(s):	N/A

Figure 1. Aerial Location Map



Section 1 - Applicant Request

The applicant is requesting to rezone the northern 1.19-acre portion of parcel 23472-001-00 and all of parcel 23472-004-00 from R-3, Multi-Family Residential, to INST, Institutional.

Section 2 - Background Information

Parcel 23472-001-00

The subject portion encompasses approximately 1.19 acres and is currently undeveloped. The subject portion is zoned R-3, Multi-Family Residential, while the remaining portion of the parcel (1.7 acres), which is not included in this request, is zoned B-2, Community Business, resulting in the property being split-zoned. The property was annexed into the City limits in 1975.In 2001, the B-2 portion of the property was developed with a multi-use commercial complex.

Parcel 23472-004-00

The subject property encompasses approximately 1.79 acres and was annexed into the City limits in 1975. Approximately two years following annexation, the property was developed with a single-family residence. During the 1980s, the property was rezoned to the PUD-8 zoning district as part of the La Jolla PUD. However, the 1.79-acre subject site was not included within the recorded PUD plat or subdivision.

In April 2006, a request to rezone the property from PUD-8 to R-3, Multi-Family Residential, for the proposed development of an assisted living facility was presented to City Council.

City Council approved the rezoning from PUD-8 to R-3 on May 8, 2006. Although the rezoning was approved, the proposed assisted living facility was never developed, and the existing single-family residence remains on the property.

Table 1: Adjacent Property Information:

Direction	Future Land Use	Zoning District	Current Use
North	Neighborhood	PUD-08, Planned Unit Development	Single-Family Residences
East	Neighborhood	INST, Institutional R-1, Single Family Residential	City Owned Water Retention Area
South	Neighborhood	B-2, Community Business	Multi- Use Complex
West	Neighborhood	PUD-08, Planned Unit Development	Single-Family Residences

The existing R-1, Single-family Residential, property located east of the subject property, referenced

in the previous adjacent property information chart, is currently scheduled to be heard at the June 8th Planning and Zoning Commission meeting for a rezoning from R-1, Single-family Residential, to GU, Government Use, along with an associated Future Land Use amendment. However, the request is unrelated to the subject application.

Section 3 – Staff Analysis

The request includes the entirety of Parcel 23472-004-00, consisting of approximately 1.79 acres, and the northern 1.19-acre portion of Parcel 23472-001-00. The subject properties are currently zoned R-3, Multi-Family Residential, and are proposed to be rezoned to INST, Institutional, while maintaining the existing Neighborhood Future Land Use designation. Therefore, the requested zoning district is consistent with the Neighborhood Future Land Use category.

The INST zoning district is intended to accommodate institutional type uses designed to minimize impacts on adjacent properties while utilizing existing infrastructure and public facilities. Compared to the existing R-3 district in the Permitted Use Table below, the proposed INST district permits fewer uses overall but introduces institutional, educational, healthcare, recreational, and personal service-related uses. The INST district also requires a larger minimum lot area while maintaining the same maximum building height of 50 feet.

Parcel 23472-004-00 does not have adequate frontage for independent development. Therefore, future development would require either combination with Parcel 23472-001-00 or joint development under a single site plan that satisfies the Land Development Regulations.

The southern portion of Parcel 23472-001-00 is proposed to remain zoned B-2, Community Business, resulting in a split zoning district to allow the southern portion of the parcel to retain the ability to accommodate commercial uses. The lot width is met with both the B-2, Community Business and INST, Institutional zoning districts with a lot width of approximately 190-ft. Staff finds the proposed zoning pattern to remain compatible with the surrounding development pattern.

Additionally, the existing single-family residence located on Parcel 23472-004-00 is a permitted accessory use in the INST, Institutional zoning when associated with a church/place of worship or school site. If approved, the residence would be able to remain on the property as an accessory permitted use due to the existence of a school currently operating on-site. Should a school or church/place of worship cease to exist on the property, the only other single-family use permitted is the operation of a community residential home with a maximum of 12 unrelated residents.

Consistency with Comprehensive Plan:

The requested rezoning is **inconsistent** with the following Objectives and Policies of the City of Ocala Future Land Use Element:

1. <u>Future Land Use Element Policy 6.4: Neighborhood.</u> *The intent of the Neighborhood category is to identify and reserve predominantly residential and ancillary uses. Existing street pattern, tree canopy cover, character, and residential occupancy shall be considered when designating areas with the Neighborhood category. The form of buildings and development may be regulated by a Corridor Overlay. Residential is the primary use. Single family uses are allowed based on the Land Development Code, up to the maximum density permitted by the Comprehensive Plan. Multifamily uses shall be reviewed through the development process to determine compatibility, with specific approval criteria being further defined in the Land Development Code.*

   Concentrated areas of neighborhood-serving non-residential (e.g., commercial, office,

institutional, educational facilities, recreational or cultural) facilities, at intensities compatible with surrounding neighborhoods, may be permitted. These uses are intended for locations on thoroughfares and collectors within the edges of the neighborhood districts. The type, size, location and justification for such non-residential facilities shall be based upon the existing and planned availability of supporting street networks, transit and other public facilities to promote convenience, reduced travel distance, conservation of energy, building and site design, as well as market demand for use as support to the surrounding neighborhood area and impact on the neighborhood residents.

The Neighborhood category is generally characterized as a walkable form with unique and identifiable neighborhoods where the predominant land use is residential and the primary modes of transportation include walking, bicycles, automobiles, and bus transit. Buildings are generally low and mid-rise in character. Housing types associated with this category are predominately single family detached homes, attached homes like row houses or townhomes, and garden style multifamily buildings. The history, character, and connectivity of existing neighborhoods should be considered when evaluating development proposals. Higher densities on existing small lots may be allowed in order to create a mix and diversity of housing types.

Parks and open spaces ranging in size should be provided throughout the Neighborhood land use category areas. Stormwater management facilities should be designed as recreational amenities and included in parks and open spaces. Public parks or open spaces should be located within walking distance of the majority of housing units within neighborhoods. Parking for non-residential uses will be limited and located on the street and in the rear of the building screened from surrounding residential uses. Non-residential uses should be accessible by sidewalks, bikeways and public transit.

There is no minimum density and intensity in this future land use category. The maximum density before any incentives is 5 dwelling units per gross acre for single family residential and 12 dwelling units per gross acre for multifamily residential. The maximum intensity before any incentives for non-residential development is 0.25 FAR. The location and application of incentives shall be set forth in the Land Development Code.

Staff Comment:

The proposed rezoning is consistent with Future Land Use Element Policy 6.4, Neighborhood. While residential development remains the primary intent of the Neighborhood Future Land Use category, the policy also permits neighborhood-serving institutional and educational uses when compatible with surrounding development. The proposed INST zoning district is permitted within the Neighborhood Future Land Use category and is intended to accommodate institutional type uses designed to minimize impacts on adjacent properties. Additionally, the subject property is located along SW 20th Street, consistent with the policy's intent for non-residential uses to be located along roadway corridors and at the edges of neighborhood areas. The request maintains consistency with the surrounding development pattern and existing infrastructure.

2. *Future Land Use Element Objective 14: The City shall continue existing regulations or adopt new regulations to ensure that development is consistent with the Future Land Use Map and are compatible with neighboring development, available services and facilities, and topography and soil conditions.*

Staff Comment:

The proposed rezoning is consistent with Future Land Use Element Objective 14, as the request is compatible with the Future Land Use Map and surrounding development pattern. The proposed INST zoning district is permitted within the Neighborhood Future Land Use category and is intended to accommodate institutional type uses while minimizing impacts on adjacent properties. Additionally, the subject property is located within an area served by existing public infrastructure and facilities, and no issues related to topography or soil conditions have been identified at this time.

Consistency with Land Development Regulations:

The requested rezoning is consistent with the following Sections of the City of Ocala Code of Ordinances:

1. *Section 122-244 - District criteria: Zoning districts allowed under each land use classification.*

Neighborhood	R-1, R-1A, R-1AA, R-2, R-3, RZL, RBH-1, RBH-2, RBH-3, OH, RO, B-1, B-1A, G-U, **INST**, A-1***, PD, FBC

Staff Comment: The requested INST zoning district is allowed within the existing Neighborhood Future Land Use designation.

Table 2: Existing and Proposed Zoning District Standards

	Zoning District	Intent and Purpose	Minimum Lot Area (square feet)	Maximum Building Height (feet)
Existing	R-3, Multi-Family Residential	Intended to be a multi-family area, including higher residential densities in accordance with the comprehensive plan. This district shall allow single-family, two-family and multi-family dwellings, residence-offices and residence-galleries. Professional and business offices that are of compatible scale and intensity may be allowed as special exceptions by the board of adjustment.	7,500	50-feet
Proposed	INST, Institutional	The purpose of this district is to ensure that institutional uses such as churches, schools, and hospitals meet the following criteria: minimum of one acre; designed and located to make efficient use of the land and infrastructure (roads, water, sewer stormwater and recreation); and minimal impact on adjacent and nearby uses	44,000	50-feet

Staff Comment:

The proposed rezoning would reduce the residential density currently permitted under the R-3 zoning district by eliminating multifamily residential development opportunities. While the INST district introduces institutional-related uses not currently permitted within the existing zoning classification, the district is intended to ensure development occurs at a scale and intensity compatible with surrounding properties. Additionally, the INST district requires a significantly larger minimum lot area than the existing R-3 district while maintaining the same maximum building height of 50 feet. The proposed INST zoning district to be compatible with the surrounding neighborhood development pattern and consistent with the intent of the Neighborhood Future Land Use designation.

Section 5 - Level of Service (LOS) Analysis

The subject property is served by existing public infrastructure and utilities, including water, sewer, solid waste, and electric services. Existing access is currently controlled through private agreements a lot reconfiguration or future development under a single site plan will be required to address requirements of the Land Development Regulations. Staff has identified available capacity for potable water, sanitary sewer, and parks and recreation facilities. Additional review and capacity analysis will be required at the time of future site plan review or redevelopment.

A. Required Public Facilities (adopted LOS standards in the comprehensive plan):

Transportation: Parcel 23472-004-00 does not have direct access to SW 20th Street. Access to the parcel was established through a private agreement with Parcel 23472-001-00 that is not regulated by the City of Ocala. The property is accessed from SW 20th Street, a collector roadway connecting to SW 27th Avenue and SW 37th Avenue. The 2023 congestion management data from the Ocala-Marion TPO for the affected roadway is provided below.

- **Adopted LOS / Available Capacity:**

Road/ Street Name	Lanes	Speed Limit	Functional Classification	Adopted LOS	LOS Capacity	2023 AADT	Existing LOS
SW 20 St	2	25 MPH	Collector	E	16,727	14,200	C

Developments proposing to generate 100 or more net new PM peak hour trips are required to submit a traffic study as part of the subdivision review.

LOS Impact: The affected segment of SW 20th Street is currently operating above the adopted Level of Service. Therefore, a traffic study will be required prior to future development of the subject property. Existing access agreements establish ingress and egress over and across Parcel 23472-001-00 and prohibit access through La Jolla for Parcel 23472-004-00. However, as these are private agreements, a formal easement or lot reconfiguration will be required to address access and circulation prior to future development.

Potable Water: City utilities are available at this location; connections will be determined during the site plan review process. A city water main runs along SW 20th Street.

- *Adopted Level of Service (LOS) Potable Water:* 300 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 167 gallons per capita daily (gpcd).
- *Available Capacity:* Capacity is available. The permitted capacity of the City's water system is 24.4 million gallons daily (mgd).

LOS Impact: Additional demand is not contemplated as a result of the proposed rezoning. A capacity

analysis will be required at the time of site plan review for any future development.

Sanitary Sewer: Nearby properties are currently served by City of Ocala Utilities, and utility connections will be reviewed during the site plan process. A City gravity sewer main is located approximately 25 feet east of Parcel 23472-004-00, along the southern boundary of the adjacent property connecting to SW 27th Avenue.

- *Adopted Level of Service (LOS) Sanitary Sewer:* 250 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 80 gallons per capita daily (gpcd).
- *Available Capacity:* Capacity is available. The permitted capacity of Water Reclamation Facility #2 is 6.5 million gallons daily (mgd) and the permitted capacity of Water Reclamation Facility #3 is 4.0 million gallons daily (mgd).

LOS Impact: Additional demand is not contemplated as a result of the proposed rezoning. Water Resources staff has indicated the approximate daily flows are 6.6 mgd leaving a remaining capacity of approximately 3.9 mgd; additional capacity analysis will be required at the time of site plan review for any expansion of the existing uses or future redevelopment.

Solid Waste: The subject property is located within the City's service area; refuse pickup will be determined during the site plan review process.

- *Adopted Level of Service (LOS) Solid Waste:* 3.54 pounds per capita per day for residential development.

LOS Impact: Solid waste is transported to facilities outside of the city, the capacity of these facilities is under other jurisdiction.

Parks and Recreation Facilities:

- *Adopted Level of Service (LOS) Solid Waste:* 4.6 developed park acres per 1,000 population for each Regional Park Service Area (RPSA).
- *Available Capacity:* Capacity is available. The City's population of 69,283 requires 318.70 developed park acres. The city currently owns and maintains 622.27 developed park acres, pursuant to the Spring 2025 Activity Guide released by the Recreation and Parks Department.

LOS Impact: The proposed rezoning is not anticipated to create additional demand for parks and recreation facilities within the northeast quadrant of the City.

B. Other Public Facilities:

The following public facilities do not have adopted Level of Service standards and are provided as additional information.

Stormwater: The subject property is not located within a Flood Zone. Any future development must retain runoff on-site to match pre-development conditions. Facilities must be designed to provide flood protection for a 100 year, 24-hour storm event and subsequent 14-day recovery.

Electric: The subject properties are within the Ocala Electric Utility service territory.

Fiber: Service is not currently available at this location.

Fire Service: Ocala Fire Rescue Station #4 is located approximately .42 miles from the subject property. This distance does not exceed the desired industry standard of 1.5 miles for fire service.

Schools: The proposed amendment is not anticipated to impact the schools servicing this area. There is currently not a proposed number of units for future development.

Section 6 - Staff Findings and Recommendation

- The proposed rezoning is consistent with the existing Neighborhood Future Land Use designation, pursuant to Section 122-244 of the Code of Ordinances, and is consistent with the surrounding area.
- Future development of the property shall meet all applicable Land Development Regulations.
- The subject property is serviced by city utilities, and adequate public facilities exist to service any future development.

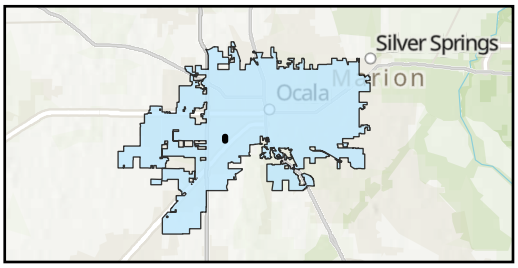
Staff Recommendation: Approval

Exhibit A. Permitted Uses Table

Permitted Use Type	R-3, Multi-Family Residential	INST, Institutional
Residential Operation	• Bed and breakfast • Community residential home (max 12 residents) • Home occupation • Fraternity or sorority house* • Residence – Gallery* • Residence – Office* Rooming/boarding house*	• Community residential home (max 12 residents) • Single-family dwelling
Residential Type	• Multi-family dwelling • Single-family dwelling • Single-family (attached) dwelling unit • Two-family dwelling	• *None Permitted*
Business Service	• Parking Lot*	• *None Permitted*
Hospitality and Tourism	• Conference center • Antique gallery/art gallery/museum*	• *None Permitted*
Office Use	• Professional and business office*	• *None Permitted*
Personal Service	• *None Permitted*	• Recycling collection point
Community Service	• Church/place of worship* • Day care facility* • Private club*	• Church/place of worship • Day care facility • Library* • Private club* •
Educational Use	• *None Permitted*	• Life skills center • School, private elementary and secondary • School, public elementary and secondary • Speech and language center/school • Vocational professional school •
Recreational Use	• Recreation facility, indoor*	• Recreation facility, indoor • Temporary commercial amusement*
Public Use	• Park/open space area*	• Cemetery • Park/open space area*
Health Care Use	• Assisted living facility • Neighborhood wellness center* • Transitional recovery facility*	• Hospital • Satellite Hospital Emergency Room

*Permitted by Special Exception

AERIAL MAP



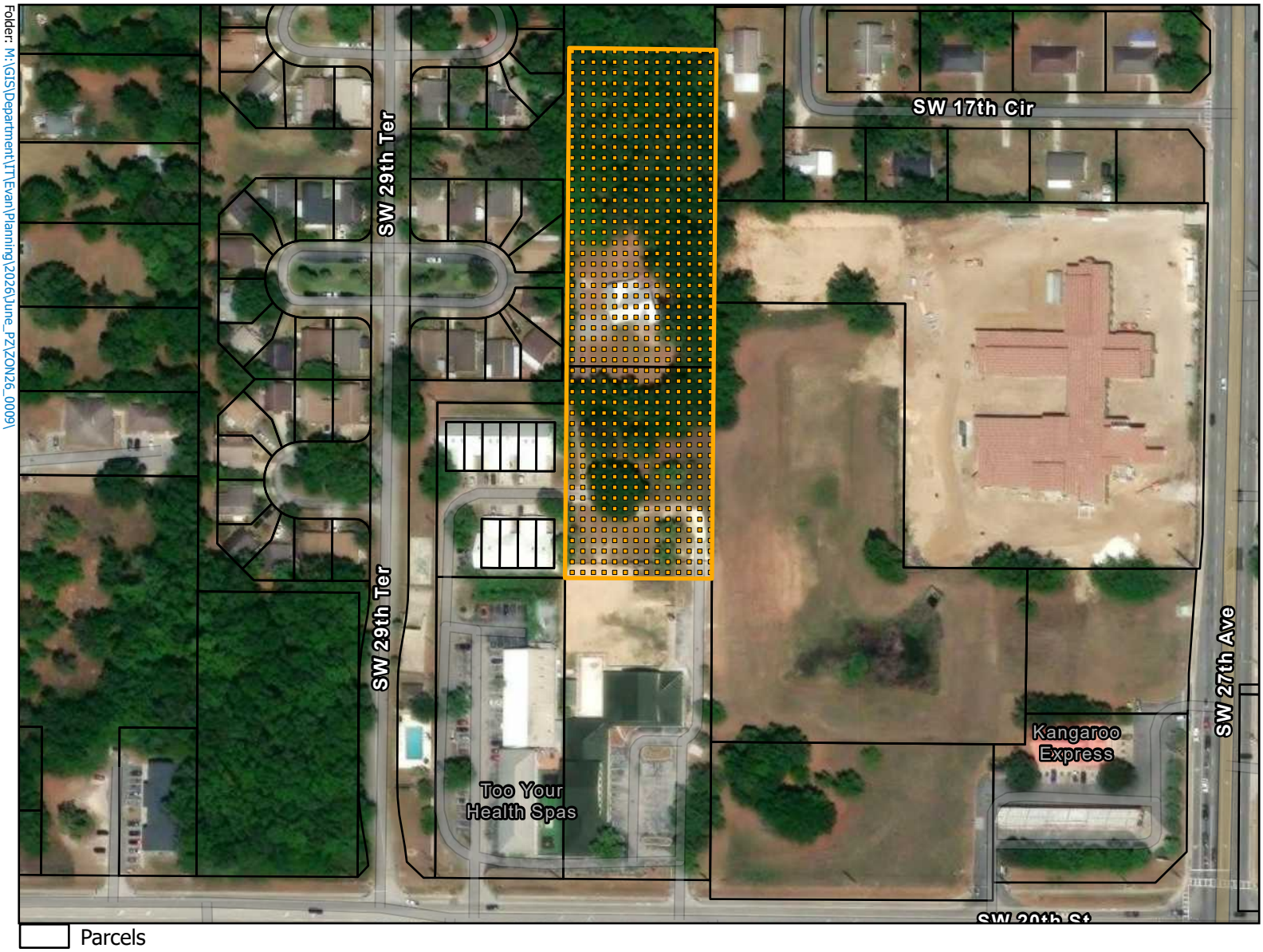
Case Number: ZON26-0009

Parcel: 23472-001-00 &
23472-004-00

Property Size: Approximately 2.99 Acres
Land Use Designation: Neighborhood
Zoning: R-3, Multi-Family Residential

Proposal: Request to change zoning from R-3 to Institution

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ZON26-0009

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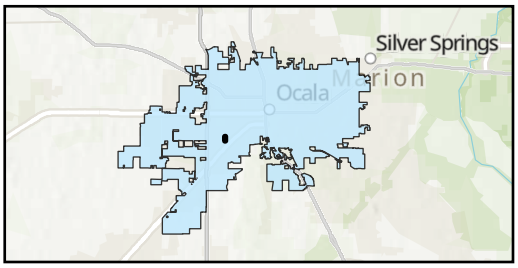
OCALA

This information is provided as a visual representation only and is not intended to be used as a legal or official representation of legal boundaries. All GIS data which is provided by the City of Ocala should be considered a generalized spatial representation which may be subject to revisions. The feature boundaries are not to be used to establish legal boundaries.For specific information contact the appropriate City of Ocala department or agency.

Prepared by the City of Ocala Growth Management Dept

by ekrepps on 5/20/2026

CASE MAP



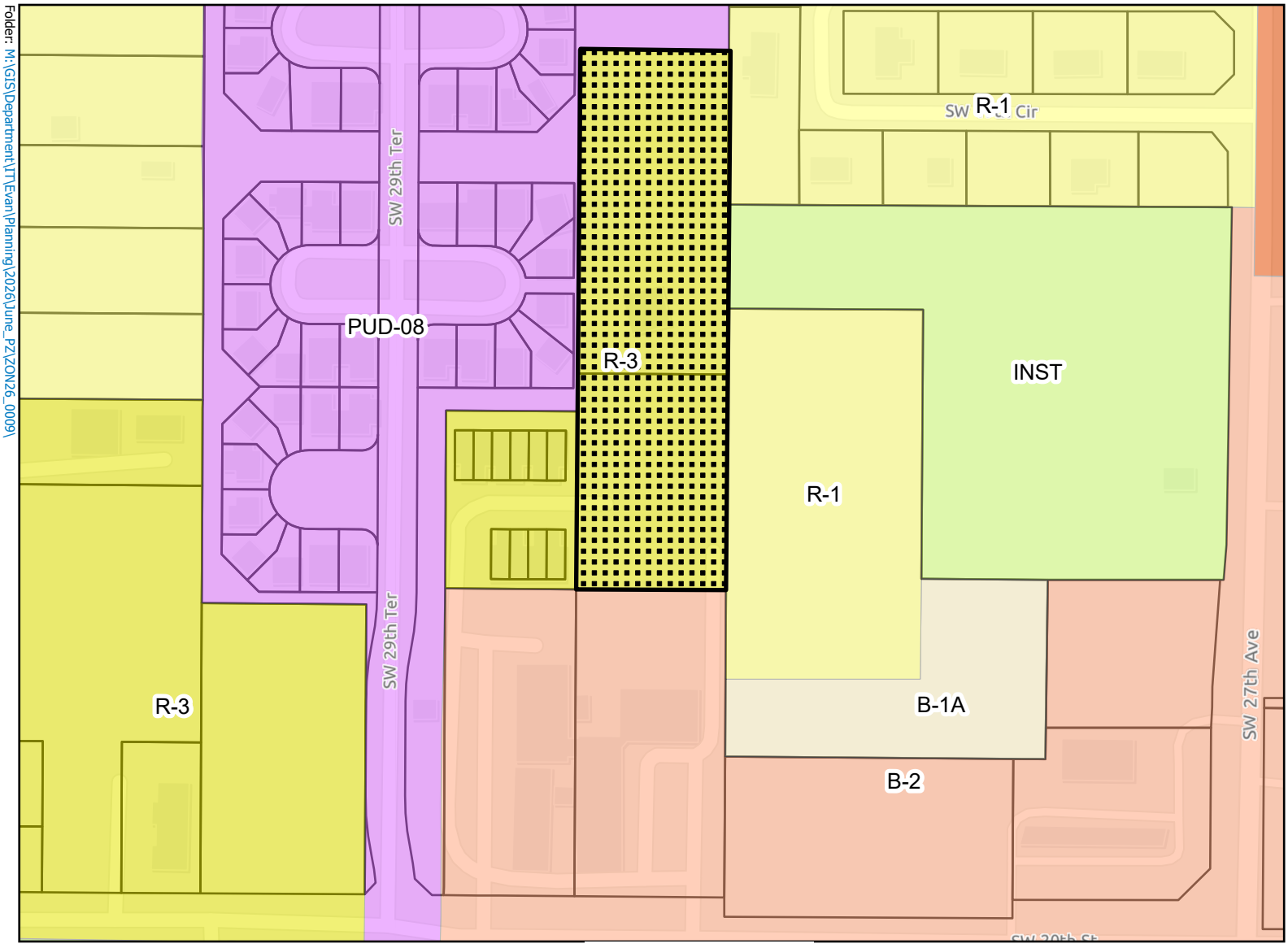
Case Number: ZON26-0009

Parcel: 23472-001-00 &
23472-004-00

Property Size: Approximately 2.99 Acres
Land Use Designation: Neighborhood
Zoning: R-3, Multi-Family Residential

Proposal: Request to change zoning from R-3 to Institution

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- B-1A:Limited Neighborhood Business
- B-2:Community Business
- B-4:General Business
- GU:Governmental Use
- INST:Institutional
- PUD-08:Planned Unit Development-8 Units
- R-1:Single Family Residential
- R-3:Multi-Family Residential
- SC:Shopping Center
- Parcels
- ZON26-0009

0 220 440 880 Feet

N

OCALA

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Prepared by the City of Ocala Growth Management Dept by ekrepps on 5/20/2026

File #: 2026-1777 Agenda Item #: 10a.

Submitted By: Cindy Krepps

Presentation By: Tammi Haslam

Department: Budget

FORMAL TITLE:
Fiscal Year 2026-27 tentative millage rates: Basic City - 6.6177; District A - 1.7185; District B - 1.6332; District C - 1.4699

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Tentative Millage Rates
As required by the State of Florida Department of Revenue, the City must provide its tentative millage rates, rolled-back rates, and the date, time, and place of its budget public hearings to the Marion County Property Appraiser no later than August 4, 2026. To do so, we request that City Council agree on tentative millage rates at the August 4, 2026, meeting. Once the tentative millage rates are set, the tax rates can be held constant or reduced. They cannot be increased.

The tentative millage rate is used to calculate taxes based on the assessed value of real property. One mill of tax is equal to $1 for each $1,000 of property value. The level of increase is calculated using the rolled-back rate as the base. The rolled-back rate is the millage rate that will provide the same property tax levy as was levied during the previous fiscal year, except for levies on new construction, additions to existing structures, deletions, and property added due to changes in geographic boundaries.

FINDINGS AND CONCLUSIONS:
When setting the tentative millage rates, Council should consider:
1. The rolled-back rate is the amount of millage necessary to raise the same amount of Ad Valorem tax revenue as the previous year, excluding taxes from new construction, and may be adopted by a majority vote of City Council.
2. The maximum millage rate allowed with a two-thirds vote of City Council is computed at a rate of 110 percent of the adjusted rolled-back rate.

3. A millage rate greater than 110 percent of the adjusted rolled-back rate requires either a unanimous vote of City Council or a referendum.

Basic City Millage Rate

Based on the July 1 Certification of Taxable Values received from the Marion County Property Appraiser, the current year's gross taxable value for operating purposes is $9,179,773,499. It reflects a 7.82 percent increase compared to the prior year's gross taxable value of $8,514,011,000.

For comparison purposes, the following schedule provides the current, rolled-back, and maximum millage rates that can be imposed with a majority vote, or two-thirds vote of City Council, and the amount of revenue generated for each, based on a 95 percent collection rate.

FY27 Rates	% Incr/Decr over RBR	Comments	Vote	FY27 Proposed Revenue @ 95%	FY26 Actual Revenue @ 95%	Incr/Decr Over FY26 Revenue @ 95%
6.6177	3.84%	Current Rate FY26	2/3rd Vote	$57,711,538	$53,526,012	$4,185,526
6.3727	0.00%	Rolled-back Rate	Majority	$55,574,945	$53,526,012	$2,048,933
7.0100	10.00%	2/3rd Vote Max	2/3rd Vote	$61,132,702	$53,526,012	$7,606,690

The schedule below uses the millage rates above to provide an estimate of the amount of city property taxes that a property owner would pay for each rate, assuming the assessed value is $150,000 less a $50,000 deduction for homestead exemption.

Taxable Value	FY27 Rates	City Tax	FY26 Rates	City Tax	Incr/Decr over FY26 Tax
$100,000	6.6177	$662	6.6177	$662	$0
$100,000	6.3727	$637	6.6177	$662	($25)
$100,000	7.0100	$701	6.6177	$662	$39

Downtown Development Districts

The Fiscal Year 2026-27 taxable values, current millage rates, rolled-back rates, maximum millage rates allowed with a majority vote, maximum millage rates allowed with a two-thirds vote, and the revenue generated for each rate for the three Downtown Districts are shown below for comparison purposes. Districts A, B, and C reflect increases of 4.37 percent, 5.62 percent, and 8.08 percent, respectively, over Fiscal Year 2025 -26 taxable values.

District	FY27 Tax Value	Current Millage	Revenue at 95%	Rolled-Back Rate	Revenue at 95%	Max Rate Majority Vote	Revenue at 95%	Max Rate 2/3 Vote	Revenue at 95%
District A	$ 51,243,251	1.7185	$83,658	1.6466	$80,158	1.6466	$80,158	1.8113	$88,176
District B	$ 36,528,791	1.6332	$56,675	1.5463	$53,660	1.5463	$53,660	1.7009	$59,025
District C	$ 17,407,532	1.4699	$24,307	1.3600	$22,491	1.3600	$22,491	1.4960	$24,740

Public Hearings

The City's public hearings must be held in September. Per Truth in Millage (TRIM) requirements, the first hearing cannot be held sooner than September 3 and no later than September 18. The dates for the Fiscal Year 2026-27 public hearings are as follows: tentative hearing - September 9, 2026, and final hearing - September 15, 2026.

The School Board has priority scheduling hearing dates, and the Board of County Commissioners has second priority. No other taxing authority in the county can use the hearing dates selected by the School Board or Board of County Commissioners.

FISCAL IMPACT:

Per Chapter 200, Florida Statutes, the City Council must adopt a tentative millage.

PROCUREMENT REVIEW:

N/A

LEGAL REVIEW:

N/A

ALTERNATIVE:

None

File #: RES-2026-46 Agenda Item #: 10b.

Submitted By: Tammi Haslam

Presentation By: Tammi Haslam

Department: Budget

FORMAL TITLE:
Resolution 2026-46 providing for the reimposition of non-ad valorem Fire Assessments, establishing proposed rates for Fiscal Year 2026-27, directing preparation of the Fire Assessment Roll, setting a date for a public hearing, and directing publication and mailing notices of proposed Fire Assessments

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OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The City of Ocala provides comprehensive fire protection and first responder medical services throughout the city, delivering special benefits to improved properties within the City. The City incurs significant costs to provide and maintain fire protection services, facilities, and programs for public benefit.

A public hearing was held December 1, 2020, during which the City Council adopted Ordinance 2021-13, which provided specific authority and a process for the initial and future annual adoption of fire assessments. The ordinance established a process and structure for the initial and annual adoption of a fire assessment, including an assessment resolution, a published and mailed notice, a public hearing, and the adoption of a final or annual assessment resolution. The annual process applies to the readoption of the fire assessment for Fiscal Year 2026-27.

The proposed fire assessment rates in the Fiscal Year 2026-27 Preliminary Fire Assessment Resolution are based on the same rate structure and methodology adopted and imposed since Fiscal Year 2023-24, with a revenue target of $18.2 million.

FINDINGS AND CONCLUSIONS:
The Preliminary Resolution for consideration approves the Fire Assessment methodology, establishes proposed rates for Fiscal Year 2026-27, directs the preparation of the Fire Assessment Roll, sets a date for a public hearing, and directs the publication and mailing of notices of proposed Fire Assessments.

FISCAL IMPACT:
Revenue of $18.2 million is anticipated to be collected in Fiscal Year 2026-27. Revenue will be applied to account number 001-325-000-000-10-32520.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

RESOLUTION 2026-46

2026 PRELIMINARY FIRE ASSESSMENT RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF OCALA, FLORIDA, RELATING TO THE DELIVERY AND FUNDING OF FIRE SERVICES, PROGRAMS AND FACILITIES WITHIN THE CITY; PROVIDING AUTHORITY; PROVIDING PURPOSE, DEFINITIONS AND INTERPRETATION; PROVIDING FOR THE REIMPOSITION OF NON-AD VALOREM SPECIAL ASSESSMENTS WITHIN THE ENTIRE INCORPORATED AREA OF THE CITY TO FUND FIRE SERVICES, PROGRAMS AND FACILITIES; PROVIDING LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; PROVIDING FOR APPORTIONMENT, CALCULATION, IMPOSITION, COLLECTION, AND USE OF FIRE ASSESSMENTS; ESTIMATING THE ANTICIPATED REVENUE TO BE PROVIDED BY FIRE ASSESSMENTS AND ESTABLISHING PROPOSED FIRE ASSESSMENT RATES; DIRECTING THE CITY MANAGER TO PREPARE A PRELIMINARY ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED FIRE ASSESSMENTS; DIRECTING THE PROVISION OF PUBLISHED AND MAILED NOTICE IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. This Resolution of the City of Ocala, Florida is adopted pursuant to City

Ordinance 2021-13 (“Fire Assessment Ordinance” or “Ordinance”, to be codified as Article IV in Chapter 30 of the City of Ocala Code of Ordinances); Article VIII, section 2(b) of the Florida Constitution; Sections 166.021, 166.041 and 197.3632, Florida Statutes; and other applicable provisions of law.

SECTION 2. PURPOSE, DEFINITIONS, AND INTERPRETATION.

(A) Purpose. This Resolution constitutes the 2026 Preliminary Assessment Resolution in the annual proceeding for reimposition of Fire Assessments for the fiscal year beginning on October 1, 2026, as described in the Fire Assessment Ordinance. This Resolution may be amended from time to time. All terms, whether capitalized or not as presented in the Code, not otherwise defined herein shall have the meaning set forth in the Fire Assessment Ordinance, the Initial Resolution and Final Resolution, as may have been amended, and in subsequently adopted Preliminary and Annual Resolutions, and as may be modified, supplemented, amended, and confirmed by this 2026 Preliminary Resolution. However, nothing in this Resolution amends or affects the validity of any Fire Assessments finally adopted and imposed by any previously adopted resolutions.

(B) Definitions. As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires.

"Final Assessment Study" or **“2023 Final Assessment Study”** means the City of Ocala Fire Final Technical Study dated June 29, 2023, prepared by Benesch (previously known as Tindale Oliver), attached to Resolution No. 2023-39 as Exhibit C, and incorporated herein in its entirety and made a part hereof by reference as if set forth in full.

“Maximum Assessment Rate” means the maximum fire assessment rates determined in the 2023 Final Assessment Study for a full fiscal year based on the total Fire Assessed Costs. The maximum assessment rates for FY2026-27 are the same as those rates presented in Tables 8, 10, and 11 in the 2023 Final Assessment Study.

"Proposed Fire Assessment Rates" means the rate schedules referenced in Section 6 of this 2026 Preliminary Resolution proposed for imposition under the Uniform Assessment Collection Act for the upcoming fiscal year.

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

SECTION 3. PROVIDING FOR THE IMPOSITION OF FIRE ASSESSMENTS; FOR THE PROVISION AND FUNDING OF FIRE SERVICES; AND REIMPOSITION OF FIRE ASSESSMENTS.

(A) The City Council has carefully considered the Assessment Ordinance, this Preliminary Resolution, and subsequent Preliminary and Annual Resolutions, including the 2023 Final Assessment Study, which describe special benefits to Assessed Property from fire services provided by the City, identify Fire Assessed Costs, provide a methodology which fairly and reasonably allocates Fire Assessed Costs to Assessed Properties throughout the entire incorporated area of the City, and calculate proposed Fire Assessment rates. It is hereby ascertained, determined, and declared that each Assessed Property located within the incorporated area of the City will be specially benefitted by the provision of fire services in an amount not less than the Fire Assessment imposed on such Property, computed in the manner set forth in the 2023 Final Assessment Study, subsequent Preliminary and Annual Resolutions, and this 2026 Preliminary Resolution. It is hereby determined that the methodology and data used in the 2023 Final Assessment Study is fair and reasonable to impose for the Fiscal Year 2026-27 Fire Assessments. It is hereby determined that Fire Assessments shall be computed and imposed on all Assessed Property in the manner set forth in Resolution No. 2023-33, as amended, affirmed and ratified by subsequent Preliminary and Annual Resolutions and by this 2026 Preliminary Resolution, as may be amended from time to time.

(B) Upon the imposition and collection of a Fire Assessment for fire services, facilities, and programs on Assessed Property within the City, all or a portion of the Assessed Costs to provide such fire services, facilities, and programs shall be funded from proceeds of the Fire Assessments. Any remaining costs of providing fire services, facilities, and programs shall be funded by lawfully available City revenues other than Fire Assessment proceeds. Costs related to the provision of Emergency Medical Services (EMS), as discussed in more detail in the 2023 Final Assessment Study, have not been included in the Fire Assessed Costs.

(C) It is hereby determined and declared that the reimposition of Fire Assessments as proposed in this 2026 Preliminary Resolution, as may be adopted by an Annual Resolution approving the Final Assessment Roll pursuant to Sec. 30-64 of the Code, shall be imposed and collected throughout the incorporated area of the City for the full fiscal year and shall be collected using the uniform method of collection authorized and defined in Sec. 30-67(a) of the Code. Pursuant to Sec. 30-67(b) of the Code, the Fire Assessment collected using the uniform method may also include any outstanding and delinquent fire assessments, and any associated fees, interest, penalties, and costs related to the imposition and collection of Fire Assessments previously imposed using an alternative method of collection, including any costs, fees, and expenses related to the collection of such delinquent Fire Assessments. Upon adoption of the Annual Resolution, including approval of the Final Assessment Roll, all Fire Assessments shall constitute a lien against Assessed Property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, mortgages, titles, and claims, until paid.

SECTION 4. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT. It is hereby ascertained, determined, and declared that the Fire Services to be funded by the Fire Assessments have a logical relationship to real property, and provide special benefit to the Assessed Property based upon the following legislative determinations.

(A) Upon the adoption of this Preliminary Assessment Resolution, all legislative findings and determinations of special benefit ascertained and declared in the Assessment Ordinance and prior Resolutions are hereby ratified, confirmed, amended where inconsistent with this Resolution, and fully incorporated herein. The findings and determinations in this 2026 Preliminary Resolution amend and supplement the findings and determinations in prior Resolutions without, however, affecting the validity or effectiveness of any Fire Assessments previously adopted and imposed.

(B) The authority of local governments to adopt and impose special assessments for fire services and to develop and legislatively determine fair and reasonable assessment apportionment methodologies has been upheld by Florida Courts, including for example the Florida Supreme Court decision in Morris v. City of Cape Coral, 163 So.3d 1174 (Fla. 2015). See also, Fire Dist. No. 1 of Polk County v. Jenkins, 221 So.2d 740 (Fla. 1969); Lake County v. Water Oak Management Corp., 695 So. 2d 667 (Fla. 1997); City of North Lauderdale v. SMM Properties, Inc., 825 So.2d 343 (Fla. 2002); Desiderio Corp. v. City of Boynton Beach, 39 So.3d 487 (4th DCA 2010); and Sarasota County v. Sarasota County Church of Christ, Inc., 667 So.2d 180 (Fla 1995) (citing City of Boca Raton v. State, 595 So.2d 25 (Fla. 1992)).

(C) The City's fire services have a logical relationship with and provide special benefit to property. The method of apportioning costs to Assessed Properties documented in the 2023 Final Assessment Study is fair and reasonable and reflects applicable Florida case law on fire assessments. The City Council's determinations of special benefit and fair apportionment are supported by the Ordinance, this 2026 Preliminary Resolution and prior Preliminary and Annual Resolutions, the 2023 Final Assessment Study, and evidence and testimony provided by the City's consultants and by the services and operations of the Department.

(D) The City maintains the Department at a level that provides response readiness to respond to calls for service throughout the City. All Assessed Properties are specially benefitted by the availability of the Department to respond to calls for service as well as the actual responses to calls for service. Other programs

and services of the Fire Rescue Department, including for example, property and plans inspections, fire/smoke detection alarm programs, and other public education programs, also specially benefit Assessed Properties, particularly improved properties, in the City. The special benefits to Assessed Property within the City from the services, improvements and programs of the Department include, but are not limited to:

(1) the readiness-to-serve availability of the Department to respond to fire and medical emergencies;

(2) first responder medical aid to protect the life and safety of occupants and residents;

(3) enhancement of the value, use, and enjoyment of properties, including vacant property, and structures;

(4) the ability of the City to respond to, suppress and contain a fire and to provide protection against loss and damage to property and to improvements;

(5) the ability for owners of improved and vacant property to obtain property and liability insurance at reasonable rates because of the availability of fire services provided by the Department;

(6) providing protection for uninsured or underinsured property and property owners;

(7) containing the spread of fire incidents, sometimes occurring on unimproved property, with the potential to spread and endanger the value, structures and occupants of nearby property; and

(8) enhanced property value and enhanced marketability of and/or ability to develop property.

(E) In accordance with Town of North Lauderdale v. SMM Properties, Inc., 825 So.2d 343 (Fla., 2002), costs related to Advanced Life Support (ALS) are not included in the Fire Assessed Costs. The 2023 Final Assessment Study provides a reasoned analysis of the Department budgeted costs and removes costs related to ALS from the Fire Assessed Costs and calculation of the Fire Assessment Rates presented in this 2026 Preliminary Resolution, previous Preliminary and Annual Resolutions, and the 2023 Final Assessment Study. Analysis of budget items to allocate costs to ALS for exclusion from Fire Assessments and to identify allowable costs to include in the Fire Assessments was approved as a reasonable approach in Desiderio Corporation et al. v. City of Boynton Beach, et al., 39 So.3d 487 (Fla. 4th DCA 2010).

(F) The City is not required to fully fund any given essential service or improvement cost through a special assessment. So long as the application of funds is for a public purpose and funds are legally available, the City may determine to fund all or a portion of an essential service or improvement, such as fire services, with general fund or other legally available revenues. The determination as to whether to contribute such other legally available revenues, and how much to contribute, lies solely in the discretion of the City Council. There is no requirement that the City impose an assessment for the maximum amount of the budget which can be funded by special assessments. The City Council may annually determine as a matter of public policy to impose Fire Assessments at a rate necessary to fund all of the Fire Assessed Costs, at a rate to fund less than all of the Fire Assessed Costs, or at a rate necessary to fund a specific portion of the Fire Assessed Costs. Costs incurred in providing fire services and facilities not otherwise funded through Fire Assessments shall be paid with general fund or other legally available revenues. This policy is implemented through a legislative determination by the City Council through careful adherence to case law, statutory law, and the State Constitution, as well as the exercise of annual budget responsibility, discretion, and equity vested in the City Council. However, in no event shall any rate of Fire Assessment exceed that previously noticed to the affected property owners without further notice and public hearing pursuant to the Assessment Ordinance.

(G) The findings and legislative determinations contained herein are premised upon information, input, analysis and review from City staff, officials and experts, and public comment, as well as careful consideration by the City Council. A combination of the foregoing yields a fair and reasonable apportionment methodology as described and ratified herein and in Resolution Nos. 2023-33 and 2023-39, including the 2023 Final Assessment Study.

(H) The special benefits derived from fire services, facilities, and programs as to each Assessed Property subject to the Fire Assessments equal or exceed the amount of the Fire Assessments levied and imposed hereunder.

(I) The City Council hereby finds and determines that the Fire Assessments to be imposed in accordance with this Resolution and as provided in previous Preliminary and Annual Resolutions, and the 2023 Final Assessment Study, provide a proper and equitable method of funding fire services, programs and facilities by fairly and reasonably allocating all or a portion of the Assessed Costs therewith among Assessed Property.

SECTION 5. APPORTIONMENT, CALCULATION, IMPOSITION, COLLECTION, AND USE OF FIRE ASSESSMENTS.

(A) APPORTIONMENT AND CALCULATION. The 2023 Final Assessment Study, attached to Resolution No. 2023-39 as Exhibit C, is hereby ratified and incorporated herein in its entirety and made a part hereof by reference as if set forth in full.

(B) The apportionment and calculation method set forth therein, and in Resolution Nos. 2023-33 and 2023-39, is hereby determined to be fair and reasonable and is approved and adopted as the apportionment and calculation methods for the Fire Assessments to be imposed and collected for FY2026-27. For purposes of Fire Assessments imposed and collected for FY2026-27, this 2026 Preliminary Resolution, the 2023 Final Assessment Study, and Preliminary and Annual Resolutions for Fiscal Years 2023-24, 2024-25 and 2025-26 supersede prior Assessment Studies and Resolutions, without however amending or affecting the validity or effectiveness of any Fire Assessments previously adopted and imposed.

(C) IMPOSITION AND COLLECTION OF FIRE ASSESSMENTS. Adoption of the 2026 Annual Assessment Resolution, after a public hearing notice of which is provided via mail and publication, shall be the final action to approve the Fire Assessments for FY2026-27. Fire Assessments for FY2026-27 shall be imposed and collected pursuant to the Uniform Assessment Collection Act as provided for in Section 30-67(a) of the Code.

(D) USE OF FIRE ASSESSMENTS. Proceeds derived by the City from the Fire Assessments shall be

utilized for the provision of fire services and facilities. In the event there is any fund balance remaining at the end of any Fiscal Year, such balance shall be carried forward and thereafter used only to fund fire services, facilities, and programs appropriate for expenditure of Fire Assessments.

SECTION 6. ESTIMATED FIRE ASSESSED COST AND ESTIMATED REVENUES; ESTABLISHMENT OF PROPOSED FIRE ASSESSMENT RATES.

(A) The anticipated Fire Assessment revenue for Fiscal Year 2026-27 is estimated not to exceed $18,233,000.

(B) The proposed Fire Assessment Rates specified in the Fire Assessment Rate Schedules presented below are hereby determined to be fair and reasonable.

(1) Proposed Residential Fire Assessment Rates

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(2) Proposed Non-Residential Fire Assessment Rates

(1) Proposed Vacant Land Fire Assessment Rate

(C) The City Manager shall utilize the assessment rates as described in this Preliminary Assessment Resolution in the preparation of the preliminary Assessment Roll as provided in Section 7 of this Preliminary Assessment Resolution.

SECTION 7. ASSESSMENT ROLL. The City Manager is hereby directed to prepare, or cause to be prepared, a preliminary Assessment Roll for Fire Assessments for Fiscal Year 2026-2027, commencing with October 1, 2026, and ending September 30, 2027, in the manner provided in Sec. 30-64 of the Code. This preliminary Assessment Roll shall be prepared using the Proposed Rates shown in Section 6 of this Preliminary Resolution. The Assessment Roll shall include all Assessed Property within the City, excluding property which is identified as Non-Assessed Property or is otherwise exempted from payment of the Fire Assessments hereunder. A copy of this 2026 Preliminary Assessment Resolution, Resolution No. 2023-33, and Preliminary and Annual Resolutions for Fiscal Years 2023-24, 2024-25, 2025-26, and the 2023 Final Assessment Study, which summarize information and analysis related to the estimated amount of the Fire Assessed Cost to be recovered through the imposition of Fire Assessments, and the preliminary Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the Preliminary Assessment Roll be in printed form if the amount of the Fire Assessment for each

parcel of Assessed Property can be determined by use of a computer terminal or internet access available to the public or through contact with the City.

SECTION 8. PUBLIC HEARING. There is hereby established a public hearing to be held at 5:00 p.m. on September 9, 2026, in City Council Chambers of City Hall, 110 Watula Ave., Ocala, Florida, at which time the City Council will receive and consider any comments on the Fire Assessments from the public and affected property owners and finally consider imposing Fire Assessments and providing for the manner of collection.

SECTION 9. NOTICE BY PUBLICATION. The City Manager shall direct the publication of notice of the public hearing authorized by Section 8 hereof in the manner and time provided in Section 30-63(c)(1) of the Code. The notice shall be published at least twenty (20) days prior to the public hearing. Nothing herein shall prevent the City from providing additional information in the notice or from varying the format of the notice so long as the published notice provides the information required by the Uniform Assessment Collection Act if the City uses the Uniform Method of Collection.

SECTION 10. NOTICE BY MAIL. The City Manager shall direct the mailing of notice of the public hearing authorized by Section 8 hereof in the manner and time provided in Section 3063(c)(2) of the Code. Nothing herein shall prevent the City from providing additional information in the notice, from using the annual Truth in Millage (TRIM) notice mailed annually by the Property Appraiser, or from varying the format of the notice so long as the notice is mailed at least twenty (20) days prior to the public hearing and includes the information required by the Uniform Assessment Collection Act if the City uses the Uniform Method of collection.

SECTION 11. SEVERABILITY AND CONFLICTS. Should any provision or section of this Resolution or the application thereof to any person or circumstance be held by a Court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of other provisions or

applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 12. EFFECTIVE DATE. This 2026 Preliminary Fire Assessment Resolution shall take effect immediately upon its passage and adoption.

This resolution adopted this day of August, 2026.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Ire J. Bethea Sr.
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

CITY OF OCALA

FIRE ASSESSMENT STUDY

Final Technical Report
June 29, 2023



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CITY OF OCALA
FIRE ASSESSMENT STUDY

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I. Introduction

The City of Ocala implemented a fire assessment program in early 2021, which was further refined in late 2021 to incorporate additional residential and non-residential land use categories. The study was updated in 2022. To reflect the most recent budget, incident data, and property unit data, the City retained Benesch in association with Susan Schoettle-Gumm, PLLC to prepare a fire assessment update study. A fire assessment is an annual charge applied to each property in the City that typically is collected through the property owners' tax bill under Florida's Uniform Assessment Collection Act. This document provides an explanation of the methodology used to calculate the fire assessment rates and the findings of the fire assessment study.

Fire Departments' primary function/goal is to respond to fire and medical incidents within a criticial time frame to save lives and structures. Availability of this service on a 24-hour basis for seven (7) days a week along with the appropriate use of these resources is critical for the entire community during incidents by saving lives and protecting property, and through reductions in insurance premiums and increased property values.

Fire rescue services in Ocala are provided by the City of Ocala Fire Rescue Department. This study includes the Fire Department's budget associated with providing fire rescue and medical service with the exception of advanced life support (ALS) services. As discussed further in the Legal Requirements section of this report, fire assessments may not include costs related to non-traditional fire department services such as ALS. The portion of the Fire Rescue Department's budget associated with ALS services is excluded from the calculation of the Fire Assessment rates developed in this report.

Consistent with the current adopted methodology, this study uses a methodology that combines benefits received from the availability of the Fire Department with use of its resources, including equipment and personnel, for non-ALS incidents to determine the relative special benefit received by and allocate costs to each assessable property.

II. Service Delivery, Methodology and Legal Requirements

The City of Ocala Fire Rescue Department (OFR) provides fire rescue services throughout the city from seven fire stations, including:

- Fire Station No. 1 – 505 NW MLK Jr. Avenue;
- Fire Station No. 2 – 2701 SE 36th Avenue;
- Fire Station No. 3 – 320 NE 8th Avenue;
- Fire Station No. 4 – 3300 SW 20th Street;
- Fire Station No. 5 – 2340 NE 25th Avenue;
- Fire Station No. 6 – 5220 SW 50th Court; and
- Fire Station No. 7 – 885 SE 31st Street.

As mentioned previously, the study methodology has two components:

- Benefit received from the availability of the Fire Department on a 24-hour, 7 days a week basis, and
- Benefit received from the actual response to events.

Benefit from the Availability of the Fire Department

The availability of the Fire Department's services benefits properties in terms of insurance premium reductions as well as an increase in property values even if services of the Fire Department are never directly utilized by an individual property.

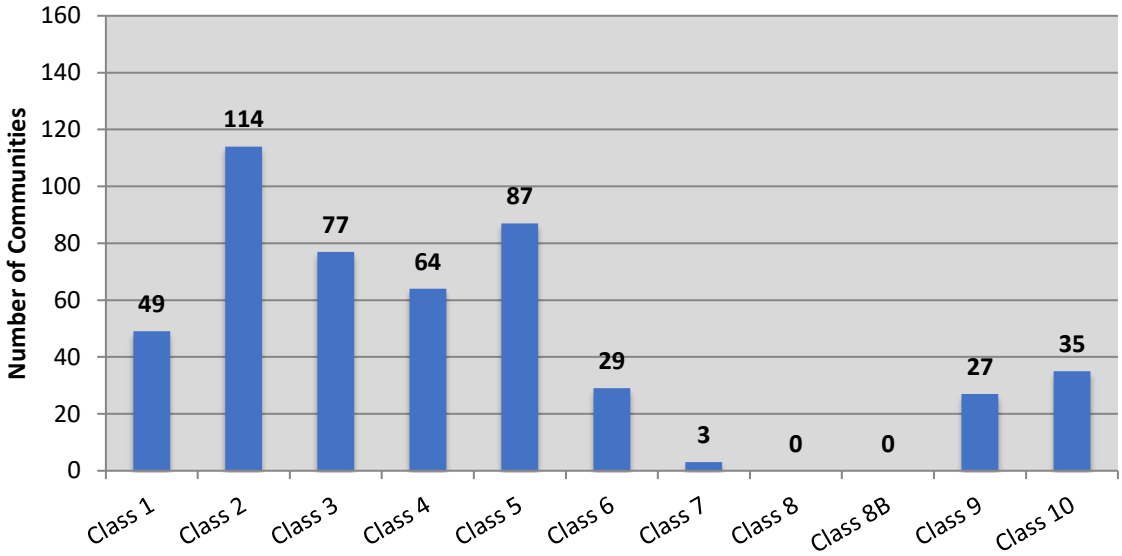
Measurement of a community's fire protection services is provided through the Insurance Services Office (ISO), which collects information on municipal fire protection efforts throughout the United States. Ratings by the ISO are accepted by the insurance industry and by fire departments nationwide as the industry standard for measuring a fire department's capacity and ability to suppress fire incidents. For each community, ISO analyzes relevant data using its Fire Suppression Rating Schedule (FSRS). The three primary areas of data analyzed include 1) fire department fire alarm and communications system, 2) fire department staff and equipment, and 3) water supply system available to the fire department. In turn, the FSRS is used to assign a Public Protection Classification (PPC) from 1 to 10 (commonly referred to as a fire department's "ISO Rating"). An ISO Rating of Class 1 represents excellent public protection, while an ISO Rating of Class 10 indicates that the community's fire-suppression program does not meet ISO's minimum criteria. Participation in the ISO program aims primarily to provide a community with

an objective and standard rating system used nationwide that assists fire departments in planning and budgeting for facilities, equipment, and training. In addition, ISO ratings are used by many insurance companies to establish appropriate fire insurance premiums for residential and commercial properties within that community, thus providing a financial incentive for communities that choose to improve their fire protection services. This reduction in insurance premiums for structures and property is a special benefit to property supporting the fire assessments presented in this study.

Studies conducted on the impact of ISO ratings on insurance premiums documented that an improvement from Class 10 to Class 7 reduced insurance premiums 30 percent to 40 percent for residential properties. An improvement from Class 10 to Class 6 or better resulted in insurance premium reductions of 15 percent to 20 percent for office buildings.

The current ISO rating in Ocala is Class 2/2X. Class 1 and 2 ratings are achieved by approximately 35 percent of the communities in Florida. **Figure 1** presents the distribution of ISO Ratings for Florida communities.

Figure 1
Distribution of ISO Ratings for Florida Communities



Source: Insurance Services Office; Public Protection Classification

Benefit from the Active Use of The Fire Department's Services

Approximately 76 percent of the incidents responded by OFR are medical in nature and 24 percent are fire related. As mentioned previously, this study examines the use of total available resources in responding to these incidents to allocate a portion of the costs to assessed properties. The Department has the capabilities to respond to fire incidents at any of the buildings in the city regardless of size.

Legal Requirements

There is a substantial body of case law in Florida upholding the authority of local governments to impose special assessments for fire rescue services. See, for example, Fire Dist. No. 1 of Polk County v. Jenkins, 221 So.2d 740 (Fla. 1969); Lake County v. Water Oak Management Corp., 695 So. 2d 667 (Fla. 1997), City of North Lauderdale v. SMM Properties, Inc., 825 So.2d 343 (Fla. 2002), Desiderio Corp. v. City of Boynton Beach, 39 So.3d 487 (4th DCA 2010). The authority of local governments to adopt and impose special assessments for fire rescue services and to develop fair and reasonable assessment apportionment methodologies was recently reaffirmed and unanimously upheld by the Florida Supreme Court in Morris vs. City of Cape Coral, 163 So.3d 1174 (Fla. 2015). This case upheld the City of Cape Coral's fire assessment program that recognized insurance savings, reduction in financial liability, and enhanced property values were among the special benefits to property received from the Fire Department's services. This case also approved the availability-based benefit approach that is being incorporated into this study.

Under Florida case law, the services or improvements funded by the assessment must have a logical relationship with and provide "special benefit" to property, and the assessment methodology must apportion the costs in a fair and reasonable manner. A local government's legislative determination of special benefit and fair apportionment should be upheld by a court unless the determination is arbitrary and not supported by competent, substantial evidence. Sarasota County v. Sarasota Church of Christ, Inc., 667 So.2d 180, 183 (Fla. 1995) (citing City of Boca Raton v. State, 595 So.2d 25, 30 (Fla. 1992). In City of North Lauderdale v. SMM Properties, Inc., 825 So.2d 343 (Fla. 2002), the Florida Supreme Court reaffirmed that traditional fire protection services such as fire suppression, fire prevention, fire/building inspections and first response medical services (BLS) provide special benefit to property but held that advance life support (ALS) and medical transport do not have a logical relationship to property. The City of North Lauderdale decision limits a fire assessment to that portion of the fire department budget that relates to traditional fire services, including first responder services. The use of historical demand for fire protection services, by reviewing calls for service, was upheld as a reasonable

and fair basis for apportioning fire protection costs to assessed properties in the City of North Lauderdale case. In Desiderio Corporation, et al. v City of Boynton Beach, et al., 39 So.3d 487 (Fla. 4th DCA 2010), a method of allocating budget costs between fire rescue costs and ALS costs was approved as a fair and reasonable way to identify and remove ALS costs from the calculation of a fire rescue assessment.

The fire assessment methodology contained in this report is consistent with Florida case law and uses a combination of availability-based and resource utilization-based approaches. The calculations exclude the portion of OFR's fire budget and incidents associated with non-traditional emergency medical services, such as ALS, through a budget analysis, and allocates costs to assessed properties based on historical calls for service to quantify relative demand for and benefit from fire services by different land uses and properties.

Special Benefit and Fair Allocation Analysis

Fire services, facilities and programs provided by the City provide special benefit to assessed properties and have a logical relationship to the use, value, and enjoyment of such improved property. There are availability, or standing watch, benefits that come from the 24-hour, 7 days a week availability of fire service and first responder services as well as the more direct benefits from the responses to incidents by the Fire Department. Benefits include protecting the value and integrity of improvements and structures, protecting the life and safety of intended occupants in the use and enjoyment of property, lowering the cost of fire insurance by the presence of professional and comprehensive fire services within the city, and containing fire incidents with the potential to spread and endanger other property.

As detailed later in this report, the Fire Rescue Department budget has been analyzed by cost categories to exclude costs related to providing ALS and to include in the assessable costs only costs reasonably related to the provision of traditional fire services, including for example, fire suppression, fire prevention, fire/building inspections and first response medical services (BLS). The assessable costs were then allocated to land uses based on a combination of availability of the service and historical usage of fire services by the land use types. The analysis includes multi-year records of calls for service and the total department resources used in responding to the incidents to obtain a larger sample size and more stable resource distribution.

The costs allocated to the Residential Land Use, which includes single family, multi-family, and mobile home categories, are distributed on a per dwelling unit basis for several square footage tiers for development in the city. The number and size of dwelling units on an assessed property

is obtained from the property database maintained by the Property Appraiser in the normal course of performing his or her constitutional responsibilities. The fire assessment for any residential parcel is determined by the number of dwelling units multiplied by the applicable residential dwelling unit rate for each residential category as determined based on the type of residential development and the size of the dwelling unit(s).

The costs allocated to the Non-Residential Land Uses are distributed based on square footage tiers for four different categories (commercial, industrial, institutional and government). Square footage data for non-residential structures on assessed property is obtained primarily from the property database maintained by the Property Appraiser in the normal course of performing his or her constitutional responsibilities with some additional data provided by the City from on-site inspections of structures. The use of square footage tiers for Non-Residential property is fair and reasonable because the demand for fire services is not precisely determined by the actual square footage of a structure and the application of square footage tiers to Non-Residential structures is a fair and reasonable method to apportion costs among benefitted buildings that create similar demand for fire services.

Finally, a separate rate is calculated for vacant developable property based on resource utilization, adjusted to reflect lesser benefit received by vacant properties compared to the property with structures and people. The resulting share of the budget is divided by the number of vacant parcels to calculate the assessment rate.

III. Calculation of Fire Assessment Rates

There are several components in determining the fire assessment rate schedule:

- Assessment factor
- Fire assessment funding requirement
- Incident data distribution by land use
- Fire assessment cost allocation
- Land use data
- Calculated assessment schedule

These components are discussed in further detail below, resulting in the calculated fire assessment rate schedule for the City of Ocala.

Assessment Factor

≈81% of the Fire Department's resources are used for non-ALS incidents.

The first component in calculating the City's fire assessment rates is to determine the assessment factor, which includes analysis of total department resources used in responding to incidents as well as the number of incidents. This assessment factor is used to identify assessable costs in the Fire Department budget by excluding costs related to ALS when a cost category represents a mix of assessable and non-assessable costs. The distribution of incidents was analyzed in terms of advanced life support (ALS) versus fire and basic life support (BLS). This analysis includes incident data from March 2016 through December 2022, for a total of almost seven years of incident data. **Table 1** provides a summary of the seven-year average that incorporates the recent incident activity. Throughout this study, a seven-year average is used to minimize temporary fluctuations in any individual year. The portion of non-ALS incidents, measured through the allocation of total resources to these incidents, is approximately 81 percent and is used as part of the budget allocation process.

Table 1

Distribution of Incidents

Year	Frequency[1]		Staff Time[2]		Vehicle Time[3]		Total Resources[4]	
	ALS	Non-ALS	ALS	Non-ALS	ALS	Non-ALS	ALS	Non-ALS
2016	10.3%	89.7%	10.7%	89.3%	10.2%	89.8%	**10.5%**	**89.5%**
2017	12.3%	87.7%	13.2%	86.8%	12.6%	87.4%	**13.0%**	**87.0%**
2018	11.6%	88.4%	15.6%	84.4%	15.3%	84.7%	**15.5%**	**84.5%**
2019	17.4%	82.6%	21.2%	78.8%	20.6%	79.4%	**21.0%**	**79.0%**
2020	22.1%	77.9%	27.8%	72.2%	28.5%	71.5%	**28.0%**	**72.0%**
2021	21.2%	78.8%	24.2%	75.8%	25.3%	74.7%	**24.5%**	**75.5%**
2022	14.7%	85.3%	19.9%	80.1%	20.2%	79.8%	**20.0%**	**80.0%**
2016-22	15.6%	84.4%	19.2%	80.8%	19.2%	80.8%	**19.2%**	**80.8%**

1) Source: Appendix A, Table A-1
2) Source: Appendix A, Table A-2
3) Source: Appendix A, Table A-3
4) Source: Appendix A, Table A-4

Fire Assessment Funding Requirement

Table 2 provides a detailed breakdown of the FY 2023 assessable budget for the City of Ocala Fire Department. If a given expenditure is associated with non-ALS services, the entire amount is included in the assessable budget. When an expenditure is determined to be related to both ALS and non-ALS services, 81 percent of the amount is included in the assessable budget. All ALS-only expenditures are excluded. In addition, all dedicated revenues are subtracted in a similar manner. Finally, miscellaneous expenditures related to the assessment program are added to determine the full assessable fire budget.

Table 2

Ocala Fire Rescue Maximum Assessable Budget (FY 2023)

Description	FY 2023 Fire Budget		
	Total Budget	Adjustment Factor	Fire Assessment Budget
Expenditures [1]			
Personnel:			
- ALS and Non-ALS	$18,282,799	80.8%	$14,772,502
Operating:			
- Non-ALS	$288,140	100.0%	$288,140
- ALS and Non-ALS	$3,316,248	80.8%	$2,679,528
Capital Outlay:			
- ALS and Non-ALS	$260,167	80.8%	$210,215
Subtotal - Expenditures	***$22,147,354***	***-***	***$17,950,385***
Less: Revenues [1]			
Fire False Alarm Fees	$14,000	100.0%	$14,000
Fire Plan Review	$175,000	100.0%	$175,000
State Shared Revenue-Firefighter Suppression Comps	$30,000	100.0%	$30,000
Marion County Automatic Aid Reimbursement	$252,700	80.8%	$204,182
Fire Pension Reimbursement	$14,364	80.8%	$11,606
Subtotal - Revenues	***$486,064***	***-***	***$434,788***
Total Net Expenditures [2]	***$21,661,290***	-	***$17,515,597***
Miscellaneous Assessment Expenditures			
Statutory Discount[3]			$437,890
Total Fire Assessment Funding Requirement			***$437,890***
Total Assessable Budget[4]			**$17,953,487**
Total Assessable Budget (FY 2022)			**$16,486,107**
Total Funding Requirement_Addendum (FY 2022 Adopted)[5]			**$9,765,000**

1) Source: City of Ocala. Detailed expenditure data is provided in Appendix B, Table B-1
2) Total expenditures less total revenue
3) Statutory discount can reflect up to 5% reimbursement, which includes 4% to offset statutory discounts received for early payment pursuant to the Uniform Assessment Collection Act and 1% reserve for delinquencies and under-collection. Used a 2.5% reimbursement of the total net expenditures based on the City's historical average property tax revenue loss due to early payment discounts over the last three years.
4) Sum of net expenditures (Item 2) and total miscellaneous assessment expenditures
5) Reduced FY 2022 budget figure that is the basis for the current adopted fire assessment rates

Incident Data Distribution by Land Use

The third component in calculating the fire assessment rates is the demand for fire rescue services by land use, which will be used for the "resource-based" benefit component. The approach used in this report is a widely used and accepted method of identifying the historical relative benefit from and demand for fire services by various land uses. This benefit allocation is used to fairly and reasonably distribute the fire rescue assessed costs to land uses.

To determine the historical demand for fire rescue services by each type of land use, a review was completed to quantify the number of incidents and resources related to each incident by land use. As discussed previously, this approach provides an understanding of the utilization of fire rescue services by each land use. To complete this analysis, based on available data, incidents for the past seven years (2016 through 2022) were obtained from the OFR and analyzed. OFR also identified incidents that had an ALS component. These ALS incidents, as well as others that cannot be attached to a land use (such as traffic accidents or other outside incidents), were excluded from the analysis.

Distributing the cost based solely on the number of incidents does not reflect the full level of resources used by each land use. Therefore, the total resources were reviewed, which take into consideration incident duration, number of vehicles and staff used in addition to the frequency. As shown in **Table 3**, residential incidents account for most of the fire rescue resources in the City of Ocala, with the commercial land use also accounting for a large portion of resources.

Table 3
Distribution of Total Resources by Land Use

Land Use	Resource Distribution 2016-2021	Resource Distribution 2016-2022	% Change
Single Family/Mobile Home/Duplex	37.3%	**36.7%**	-1.6%
Multi-Family	13.5%	**13.6%**	0.7%
Commercial	38.1%	**38.5%**	1.0%
Industrial/Warehouse	3.4%	**3.5%**	2.9%
Institutional	3.1%	**3.0%**	-3.2%
Government	2.0%	**2.0%**	0.0%
Vacant	2.4%	**2.6%**	8.3%
Agricultural	0.2%	**0.1%**	-50.0%
Total	**100.0%**	**100.0%**	**-**

Source: Appendix A, Table A-8

Although approximately 2.6 percent of the resources are used by vacant properties, because vacant properties do not have buildings and people present, the benefit received by these properties is more limited compared to improved properties. The suppression of fire on vacant property benefits vacant property, but also benefits the adjacent improved properties and their occupants by the containment of the spread of fire. Therefore, it is reasonable to allocate half of the vacant land resource utilization to vacant land in the assessment calculations. The rest of the resource utilization is redistributed among other land uses, as shown in **Table 4**.

Table 4
Distribution of Total Resources
by Land Use with Vacant Land Adjustment

Land Use	Resource Distribution 2016-2021	Resource Distribution 2016-2022	% Change
Single Family/Mobile Home/Duplex	37.80%	**37.19%**	-1.6%
Multi-Family	13.70%	**13.78%**	0.6%
Commercial	38.60%	**39.01%**	1.1%
Industrial/Warehouse	3.40%	**3.55%**	4.4%
Institutional	3.10%	**3.04%**	-1.9%
Government	2.00%	**2.03%**	1.5%
Vacant	1.20%	**1.30%**	8.3%
Agricultural	0.20%	**0.10%**	-50.0%
Total	**100.0%**	**100.0%**	-

Source: Table 3, vacant land use is reduced by 50%, which is distributed among other land uses

Fire Assessment Cost Allocation

The fourth component in determining the City's fire assessment rates is the allocation of the assessed costs to land use categories, based on the total fire assessment funding requirement and distribution of total resources. **Table 5** presents the fire assessed cost allocation by land use/rate category. As shown, single family and commercial land uses account for approximately 76 percent of the budget.

Per State legislation, agricultural land uses are exempt from fire rescue assessments. Florida Statutes Section 170.01 (4) provides that, with limited exceptions, a City may not levy a special assessment for fire protection services on lands classified as agricultural lands under Florida Statutes Section 193.461 unless those lands contain a qualified building. Therefore, the portion of the budget associated with agricultural fire rescue incidents cannot be recovered through the City's fire rescue assessment and will be excluded in the remainder of this report. Similarly, the

City does not assess government properties and will need to supplement the revenue loss through the General Fund.

Table 6
Fire Protection Cost Allocation

Land Use	FY 2023 Portion of Total Resources[(1)]	Share of FY 2023 Maximum Assessable Budget[(2)]
Funding Requirement	**-**	**$17,953,487**
Single Family/Mobile Home/Duplex	37.19%	$6,676,902
Multi-Family	13.78%	$2,473,991
Commercial	39.01%	$7,003,655
Industrial/Warehouse	3.55%	$637,349
Institutional	3.04%	$545,786
Government	2.03%	$364,456
Vacant	1.30%	$233,395
Agricultural	0.10%	$17,953
Total	**100.0%**	**$17,953,487**

1) Source: Table 5; total resource distribution from 2016 to 2022
2) Reduced assessment funding requirement from Table 2 multiplied by portion of the resources (Item 1)

Property Units

The fifth component in determining the fire assessment rates to allocate the assessed costs to property units (e.g., dwelling units or square footage on parcels) within each land use. This was accomplished by developing an assessment roll database utilizing the most recent data from the Marion County Property Appraiser. The database includes both properties that are tax exempt (i.e., governmental uses) and non-tax exempt, and all units were used in the assessment calculations.

For residential land uses, the total number of dwelling units within the city was determined. In addition, the square footage of each unit was also noted. In the case of apartments, because the square footage of individual units in an apartment building was not available in the Property Appraiser database, an average unit size was calculated based on total square footage and total number of units. For the non-residential (i.e., commercial, industrial/warehouse, and institutional structures) land uses, the total living floor square footage was distributed into square footage tiers.

Table 6 presents a summary of the total property units calculated for each land use category.

Table 6

Property Units in the City of Ocala

Property Rate Category	Unit	Total Number of Units
Residential		
Single Family/Mobile Home/Duplex	dwelling unit	18,274
Multi-Family	dwelling unit	11,245
Residential	dwelling unit	**29,519**
Non-Residential		
Commercial	square footage	18,955,466
Industrial/Warehouse	square footage	21,850,514
Institutional	square footage	4,934,866
Government	square footage	6,155,759
Non-Residential	square footage	**51,896,605**
Vacant Land		
Vacant	parcel	**4,191**

Source: Marion County Property Appraiser

Calculated Fire Assessment Rate Schedule

Residential and Non-Residential Land Uses

As discussed previously, this study uses a methodology that combines benefit to the property from the availability of the Fire Department as well as that received from active use of its resources. More specifically, the following steps are completed in the calculation of assessment levels:

- Seventy percent of the budget allocated to residential land uses is distributed among all dwelling units equally. Similarly, 70 percent of the non-residential budget is distributed equally among the total non-residential square footage. This distribution accounts for the benefit received by each property from the availability of the Fire Department's services.
- The remaining 30 percent is distributed to each land use based on use of resources.

The use of 30 percent for resource allocation and 70 percent for availability is due to the industry standards[1] that indicate that a station that is active more than 30 percent of the time tends to experience inefficiencies in terms of addressing concurrent incidents, personnel fatigue, lack of training, among other issues.

[1] Center for Public Safety Excellence and Commission on Fire Accreditation International, *CFAI Standards of Cover, 5th Edition*

Tables 7 and 8 provide these calculations for residential land use categories. As presented in **Table 7**, the portion of the budget allocated to residential land use categories is $9.2 million. Seventy percent of this budget is allocated among all dwelling units in the city (29,519) equally, resulting in the availability portion of the assessment rate ($217 per home).

The remaining 30 percent of the budget is distributed between the two residential categories based on their use of resources. Single family/mobile home/duplex units utilize approximately 73 percent of the residential resources while multi-family homes (apartments and condos) use the remaining 27 percent. Distribution of resource-based budget portion in this manner results in a resource-utilization rate of $110 per dwelling unit for single family residential land use and $66 per dwelling unit for multi-family residential land use.

Sum of these two components result in an overall non-tiered base assessment rate of approximately $327 per dwelling unit for single family/mobile home/duplex residential land use and approximately $283 per dwelling unit for multi-family residential land use.

Table 7

Calculated Base Residential Fire Assessment Rates

Property Rate Category	Budget Allocation[1]	Distribution of Residential Budget[2]	Total Number of Units[3]	Fire Assessment Base Rate per Unit[4]
Single Family/Mobile Home/Duplex	$6,676,902	73.0%		
Multi-Family	$2,473,991	27.0%		
Total	**$9,150,893**	**100.0%**		
Availability Portion				
70% of Total Budget[5]	**$6,405,625**	-	**29,519**	**$217.00**
Resources Portion				
30% of Total Budget[6]	**$2,745,268**	-	**29,519**	$93.00
Single Family/Mobile Home/Duplex[7]	$2,004,046	73.0%	18,274	**$109.67**
Multi-Family[8]	$741,222	27.0%	11,245	**$65.92**
Total	**$2,745,268**	**100.0%**	**29,519**	-
Calculated Rate per Unit				
Single Family/Mobile Home/Duplex[9]				**$326.67**
Multi-Family[10]				**$282.92**

1) Source: Table 5
2) Budget portion of each residential category
3) Source: Table 6
4) Budget allocation divided by dwelling units
5) Total residential budget of $9.2 million multiplied by 70% to calculate availability portion
6) Total residential budget of $9.2 million multiplied by 30% to calculate resource utilization portion
7) Resource utilization portion of the budget (30%) allocated to single family/mobile home/duplex
8) Resource utilization portion of the budge (30%) allocated to multi-family (apartments and condos).
9) Sum of availability-based rate of $217 and resource-utilization based rate of $110
10) Sum of availability-based rate of $217 per unit and resource-utilization based rate of $66

Once the base fee for each residential category is calculated, a tiered schedule is provided in **Table 8**. The resource-based portion varies by size of home given that larger homes tend to be more valuable. A review of average home values by size of home in Ocala obtained from Marion County Property Appraiser database supported this relation.

This tiered approach is supported by the fact that a large portion of the benefit to the property is derived from the availability of the Fire Department in the form of reduced insurance premiums and increased property values, which in turn suggests lower savings from insurance premiums and lower property values for smaller homes. As mentioned previously, the review of the data from the Property Appraiser database suggested that smaller houses have a lower value compared to larger homes.

The tiered rates are calculated by developing an Equivalent Residential Unit (ERU) factor for each tier based on the ratio of the average size of each tier to the average size of the entire residential category. These ERU factors are then used to distribute resource-based portion of the fee in a tiered-manner as opposed to using the group average shown in Table 8. The resulting rate is added to the availability-based portion of the rate to determine the final tiered rate for each residential category.

Table 8

Calculated Tiered Residential Assessment Rates

Square Footage Tier	Average Size (Sq Ft)[1]	Equivalent Residential Unit[2]	Resource-Based Portion[3]	Availabilty-Based Portion[4]	Fire Assessment Rate per Unit[5]	Fire Assessment Rate per Unit ADJUSTED[6]
Single Family/Mobile Home/Duplex Tiering			**$109.67**			
1 to 1,000 sf	821	0.57	$62.51	$217.00	**$279.51**	**$276.33**
1,001 to 1,600 sf	1,300	0.91	$99.80	$217.00	**$316.80**	**$313.20**
1,601 to 2,500 sf	1,981	1.38	$151.34	$217.00	**$368.34**	**$364.15**
>2,500 sf	3,166	2.20	$241.27	$217.00	**$458.27**	**$453.06**
Multi-Family Tiering			**$65.92**			
1 to 1,000 sf	778	0.54	$35.60	$217.00	**$252.60**	**$249.73**
1,001 to 1,200 sf	1,081	0.75	$49.44	$217.00	**$266.44**	**$263.41**
>1,200 sf	1,437	1.00	$65.92	$217.00	**$282.92**	**$279.70**
All Residential Units	**1,436**	-	-	-	-	-

1) Source: Marion County Property Appraiser
2) Average size of each tier is divided by the average size of the entire category
3) Resource utilization-based portion from Table 7 multiplied by ERU (Item 2)
4) Source: Table 7
5) Sum of resource-based portion (Item 3) and availability-based portion (Item 4)
6) Fire assessment rate (Item 5) adjusted down slightly to neutralize revenue generation

Table 9 provides similar calculations for non-residential land uses and calculates assessment rates on a per square foot basis. Consistent with the methodology described previously, 70 percent of the non-residential budget is allocated among all non-residential square footage equally and 30 percent of the non-residential budget is allocated based on resource utilization of each non-residential land use.

Resulting rates are then applied to the mid-point of square footage tiers to develop the tiered non-residential rate schedule on a per parcel basis. These calculations are shown in **Table 10.**

Table 9

Calculated Base Non-Residential Fire Assessment Rates

Property Rate Category	Budget Allocation[1]	Distribution of Non-Residential Budget[2]	Total Square Footage[3]	Fire Assessment Rate per Sq Ft[4]
Commercial	$7,003,655	81.8%		
Industrial/Warehouse	$637,349	7.5%		
Institutional	$545,786	6.4%		
Government	$364,456	4.3%		
Total	**$8,551,246**	**100.0%**		
Availability Portion				
70% of Total Budget[5]	**$5,985,872**	**-**	**51,896,605**	**$0.115**
Resource Utilization Portion				
30% of Total Budget[6]	**$2,565,374**	**-**	**51,896,605**	$0.049
Commercial[7]	$2,098,476	81.8%	18,955,466	**$0.111**
Industrial/Warehouse[7]	$192,403	7.5%	21,850,514	**$0.009**
Institutional[7]	$164,184	6.4%	4,934,866	**$0.033**
Government[7]	$110,311	4.3%	6,155,759	**N/A**
Total	**$2,565,374**	**100.0%**	**51,896,605**	-
Calculated Rate per Square Foot				
Commercial[8]				**$0.226**
Industrial/Warehouse[8]				**$0.124**
Institutional[8]				**$0.148**
Government[8]				**N/A**
Calculated Rate per Square Foot: ADJUSTED				
Commercial[9]				**$0.260**
Industrial/Warehouse[9]				**$0.143**
Institutional[9]				**$0.170**
Government[9]				**N/A**

1) Source: Table 5
2) Budget portion of each non-residential category
3) Source: Table 6
4) Budget allocation divided by square footage
5) Total non-residential budget of $8.6 million multiplied by 70% to calculate availability portion
6) Total non-residential budget of $8.6 million multiplied by 30% to calculate resource utilization portion
7) Resource utilization portion of the budget (30%) allocated to each non-residential category. Government properties will not be charged an assessment; however, to ensure that other non-residential categories are not being charged for the portion of the budget associated with government properties, this portion of the budget is separated
8) Sum of availability-based rate of $0.115 per square foot and resource-utilization based rate for each land use
9) Fire assessment rate (Item 8) adjusted upwards to neutralize revenue generation

Table 10

Calculated Tiered Non-Residential Fire Assessment Rates

Square Footage Range	Mid-Point[1]	Commercial Rate per Sq Ft[2]	Commercial Rate per Parcel[3]	Industrial/ Warehouse Rate per Sq Ft[2]	Industrial/ Warehouse Rate per Parcel[3]	Institutional Rate per Sq Ft[2]	Institutional Rate per Parcel[3]
0 - 2,000	1,000	$0.260	**$260.00**	$0.143	**$143.00**	$0.170	**$170.00**
2,001 - 3,000	2,500	$0.260	**$650.00**	$0.143	**$357.50**	$0.170	**$425.00**
3,001 - 4,000	3,500	$0.260	**$910.00**	$0.143	**$500.50**	$0.170	**$595.00**
4,001 - 5,000	4,500	$0.260	**$1,170.00**	$0.143	**$643.50**	$0.170	**$765.00**
5,001 - 6,000	5,500	$0.260	**$1,430.00**	$0.143	**$786.50**	$0.170	**$935.00**
6,001 - 7,000	6,500	$0.260	**$1,690.00**	$0.143	**$929.50**	$0.170	**$1,105.00**
7,001 - 8,000	7,500	$0.260	**$1,950.00**	$0.143	**$1,072.50**	$0.170	**$1,275.00**
8,001 - 10,000	9,000	$0.260	**$2,340.00**	$0.143	**$1,287.00**	$0.170	**$1,530.00**
10,001 - 12,000	11,000	$0.260	**$2,860.00**	$0.143	**$1,573.00**	$0.170	**$1,870.00**
12,001 - 14,000	13,000	$0.260	**$3,380.00**	$0.143	**$1,859.00**	$0.170	**$2,210.00**
14,001 - 16,000	15,000	$0.260	**$3,900.00**	$0.143	**$2,145.00**	$0.170	**$2,550.00**
16,001 - 18,000	17,000	$0.260	**$4,420.00**	$0.143	**$2,431.00**	$0.170	**$2,890.00**
18,001 - 20,000	19,000	$0.260	**$4,940.00**	$0.143	**$2,717.00**	$0.170	**$3,230.00**
20,001 - 25,000	22,500	$0.260	**$5,850.00**	$0.143	**$3,217.50**	$0.170	**$3,825.00**
25,001 - 30,000	27,500	$0.260	**$7,150.00**	$0.143	**$3,932.50**	$0.170	**$4,675.00**
30,001 - 35,000	32,500	$0.260	**$8,450.00**	$0.143	**$4,647.50**	$0.170	**$5,525.00**
35,001 - 40,000	37,500	$0.260	**$9,750.00**	$0.143	**$5,362.50**	$0.170	**$6,375.00**
40,001 - 45,000	42,500	$0.260	**$11,050.00**	$0.143	**$6,077.50**	$0.170	**$7,225.00**
45,001 - 50,000	47,500	$0.260	**$12,350.00**	$0.143	**$6,792.50**	$0.170	**$8,075.00**
50,001 - 60,000	55,000	$0.260	**$14,300.00**	$0.143	**$7,865.00**	$0.170	**$9,350.00**
60,001 - 70,000	65,000	$0.260	**$16,900.00**	$0.143	**$9,295.00**	$0.170	**$11,050.00**
70,001 - 80,000	75,000	$0.260	**$19,500.00**	$0.143	**$10,725.00**	$0.170	**$12,750.00**
80,001 - 90,000	85,000	$0.260	**$22,100.00**	$0.143	**$12,155.00**	$0.170	**$14,450.00**
90,001 - 100,000	95,000	$0.260	**$24,700.00**	$0.143	**$13,585.00**	$0.170	**$16,150.00**
100,001 - 120,000	110,000	$0.260	**$28,600.00**	$0.143	**$15,730.00**	$0.170	**$18,700.00**
120,001 - 140,000	130,000	$0.260	**$33,800.00**	$0.143	**$18,590.00**	$0.170	**$22,100.00**
140,001 - 160,000	150,000	$0.260	**$39,000.00**	$0.143	**$21,450.00**	$0.170	**$25,500.00**
160,001 - 180,000	170,000	$0.260	**$44,200.00**	$0.143	**$24,310.00**	$0.170	**$28,900.00**
180,001 - 200,000	190,000	$0.260	**$49,400.00**	$0.143	**$27,170.00**	$0.170	**$32,300.00**
200,001 - 250,000	225,000	$0.260	**$58,500.00**	$0.143	**$32,175.00**	$0.170	**$38,250.00**
250,001 - 300,000	275,000	$0.260	**$71,500.00**	$0.143	**$39,325.00**	$0.170	**$46,750.00**
300,001 or more	300,000	$0.260	**$78,000.00**	$0.143	**$42,900.00**	$0.170	**$51,000.00**

1) Mid-point of square footage ranges, capped at 300,000 sq ft
2) Source: Table 9
3) Mid-point (Item 1) multiplied by the total parcels (Item 2) for each tier

Vacant Land

As discussed previously, 50 percent of the resources allocated to vacant land is used in the assessment calculation for the vacant parcel assessment rate. This adjustment was made to recognize the fact that vacant property derives less benefit from the Fire Department's availability and services compared to developed properties with buildings and more people. As shown in **Table 11**, this adjusted budget was divided by the number of parcels to determine the assessment rate of $55.69 per parcel.

Table 11

Calculated Vacant Parcel Assessment Rate

Property Rate Category	Budget Allocation[(1)]	Total Number of Parcels[(2)]	Budget per Parcel[(3)]
Vacant Land	$233,395	4,191	**$55.69**

1) Source: Table 5
2) Source: Table 6
3) Budget allocation (Item 1) divided by number of parcels (Item 2)

Appendix A
Ocala Fire Rescue Incident Data

Appendix A

This appendix documents the incident data analysis conducted as part of the technical study. Incidents over the past seven years were analyzed to estimate demand from each land use for fire rescue services. **Tables A-1 through A-8** present this analysis.

Table A-1

OFR Distribution of Incidents by Type of Service

Incident Type	2016 (March+)		2017		2018		2019		2020		2021		2022		Average % Distribution (2016-2022)
	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	
Fire:	**3,586**	20.8%	**4,891**	22.4%	**3,985**	24.6%	**3,083**	19.7%	**3,047**	18.6%	**4,107**	20.9%	**8,492**	34.7%	23.7%
Medical:	**13,711**	-	**16,943**	-	**12,227**	-	**12,586**	-	**13,321**	-	**15,561**	-	**15,958**	-	-
-ALS	1,787	10.3%	2,690	12.3%	1,884	11.6%	2,731	17.4%	3,610	22.1%	4,172	21.2%	3,590	14.7%	15.6%
-Non-ALS	11,924	68.9%	14,253	65.3%	10,343	63.8%	9,855	62.9%	9,711	59.3%	11,389	57.9%	12,368	50.6%	60.7%
Total:	**17,297**	**100.0%**	**21,834**	**100.0%**	**16,212**	**100.0%**	**15,669**	**100.0%**	**16,368**	**100.0%**	**19,668**	**100.0%**	**24,450**	**100.0%**	-
ALS:	1,787	10.3%	2,690	12.3%	1,884	11.6%	2,731	17.4%	3,610	22.1%	4,172	21.2%	3,590	14.7%	**15.6%**
Non-ALS:	15,510	89.7%	19,144	87.7%	14,328	88.4%	12,938	82.6%	12,758	77.9%	15,496	78.8%	20,860	85.3%	**84.4%**

Source: Ocala Fire Rescue

Table A-2

OFR Distribution of Staff Time by Type of Service

Incident Type	2016 (March+)		2017		2018		2019		2020		2021		2022		Average % Distribution (2016-2022)
	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	
Fire:	**5,352**	29.0%	**6,969**	30.1%	**6,260**	34.8%	**6,318**	32.2%	**5,592**	26.5%	**7,104**	29.8%	**9,233**	35.8%	31.2%
Medical:	**13,096**	-	**16,210**	-	**11,741**	-	**13,319**	-	**15,472**	-	**16,679**	-	**16,574**	-	-
-ALS	1,966	10.7%	3,050	13.2%	2,808	15.6%	4,171	21.2%	5,848	27.8%	5,747	24.2%	5,146	19.9%	19.2%
-Non-ALS	11,130	60.3%	13,160	56.8%	8,933	49.6%	9,148	46.6%	9,624	45.7%	10,932	46.0%	11,428	44.3%	49.6%
Total	**18,448**	**100.0%**	**23,179**	**100.1%**	**18,001**	**100.0%**	**19,637**	**100.0%**	**21,064**	**100.0%**	**23,783**	**100.0%**	**25,807**	**100.0%**	-
ALS:	1,966	10.7%	3,050	13.2%	2,808	15.6%	4,171	21.2%	5,848	27.8%	5,747	24.2%	5,146	19.9%	**19.2%**
Non-ALS:	16,482	89.3%	20,129	86.8%	15,193	84.4%	15,466	78.8%	15,216	72.2%	18,036	75.8%	20,661	80.1%	**80.8%**

Source: Ocala Fire Rescue

Note: Staff time is measured by multiplying the number of incidents by average response time (from alarm to clear) with the average number of personnel on scene

Table A-3

OFR Distribution of Vehicle Time by Type of Service

Incident Type	2016 (March+)		2017		2018		2019		2020		2021		2022		Average % Distribution (2016-2022)
	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	
Fire:	**2,433**	30.0%	**3,103**	30.5%	**2,868**	35.7%	**2,859**	33.7%	**2,531**	27.4%	**3,183**	30.5%	**4,178**	36.9%	32.2%
Medical:	**5,673**	-	**7,070**	-	**5,155**	-	**5,620**	-	**6,697**	-	**7,267**	-	**7,126**	-	-
-ALS	826	10.2%	1,283	12.6%	1,231	15.3%	1,746	20.6%	2,632	28.5%	2,643	25.3%	2,278	20.2%	19.2%
-Non-ALS	4,847	59.8%	5,787	56.9%	3,924	48.9%	3,874	45.7%	4,065	44.1%	4,624	44.2%	4,848	42.9%	48.6%
Total	**8,106**	**100.0%**	**10,173**	**100.0%**	**8,023**	**99.9%**	**8,479**	**100.0%**	**9,228**	**100.0%**	**10,450**	**100.0%**	**11,304**	**100.0%**	-
ALS:	826	10.2%	1,283	12.6%	1,231	15.3%	1,746	20.6%	2,632	28.5%	2,643	25.3%	2,278	20.2%	**19.2%**
Non-ALS:	7,280	89.8%	8,890	87.4%	6,792	84.7%	6,733	79.4%	6,596	71.5%	7,807	74.7%	9,026	79.8%	**80.8%**

Source: Ocala Fire Rescue

Note: Vehicle time is measured by multiplying the number of incidents by average response time (from alarm to clear) with the average number of units on scene

Table A-4

OFR Distribution of Total Resources by Type of Service

Incident Type	2016 (March+)		2017		2018		2019		2020		2021		2022		Average % Distribution (2016-2022)
	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	
Fire:	**7,785**	29.3%	**10,072**	30.2%	**9,128**	35.1%	**9,177**	32.7%	**8,123**	26.8%	**10,287**	30.1%	**13,411**	36.1%	31.5%
Medical:	**18,769**	-	**23,280**	-	**16,896**	-	**18,939**	-	**22,169**	-	**23,946**	-	**23,700**	-	-
-ALS	2,792	10.5%	4,333	13.0%	4,039	15.5%	5,917	21.0%	8,480	28.0%	8,390	24.5%	7,424	20.0%	19.2%
-Non-ALS	15,977	60.2%	18,947	56.8%	12,857	49.4%	13,022	46.3%	13,689	45.2%	15,556	45.4%	16,276	43.9%	49.3%
Total	**26,554**	**100.0%**	**33,352**	**100.0%**	**26,024**	**100.0%**	**28,116**	**100.0%**	**30,292**	**100.0%**	**34,233**	**100.0%**	**37,111**	**100.0%**	-
ALS:	2,792	10.5%	4,333	13.0%	4,039	15.5%	5,917	21.0%	8,480	28.0%	8,390	24.5%	7,424	20.0%	**19.2%**
Non-ALS:	23,762	89.5%	29,019	87.0%	21,985	84.5%	22,199	79.0%	21,812	72.0%	25,843	75.5%	29,687	80.0%	**80.8%**

Source: Ocala Fire Rescue

Note: Total resources are calculated as the sum of total staff time and total vehicle time

Table A-5

OFR Distribution of Incidents by Land Use (Non-ALS ONLY)

Incident Type	2016 (March+)		2017		2018		2019		2020		2021		2022		Average % Distribution (2016-2022)
	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	
Single Family	4,012	37.6%	4,923	36.6%	4,601	44.8%	4,236	43.1%	4,016	41.7%	4,271	36.8%	4,808	36.6%	39.2%
Multi-Family	1,212	11.4%	1,564	11.6%	1,462	14.2%	1,456	14.8%	1,394	14.5%	1,860	16.0%	1,747	13.3%	13.6%
Commercial	4,718	44.3%	6,108	45.4%	3,425	33.4%	3,267	33.3%	3,505	36.4%	4,576	39.3%	5,533	42.1%	39.6%
Industrial/Warehouse	98	0.9%	118	0.9%	128	1.2%	144	1.5%	122	1.3%	177	1.5%	198	1.5%	1.3%
Institutional	198	1.9%	280	2.1%	254	2.5%	255	2.6%	142	1.5%	191	1.6%	250	1.9%	2.0%
Government	180	1.7%	246	1.8%	246	2.4%	263	2.7%	232	2.4%	273	2.3%	276	2.1%	2.2%
Vacant	232	2.2%	215	1.6%	150	1.5%	191	1.9%	207	2.1%	267	2.3%	314	2.4%	2.0%
Agricultural	2	0.0%	6	0.0%	3	0.0%	7	0.1%	10	0.1%	18	0.2%	14	0.1%	0.1%
Total	**10,652**	**100.0%**	**13,460**	**100.0%**	**10,269**	**100.0%**	**9,819**	**100.0%**	**9,628**	**100.0%**	**11,633**	**100.0%**	**13,140**	**100.0%**	

Source: Ocala Fire Rescue

Table A-6

OFR Distribution of Staff Time by Land Use (Non-ALS ONLY)

Incident Type	2016 (March+)		2017		2018		2019		2020		2021		2022		Average % Distribution (2016-2022)
	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	
Single Family	4,142	36.1%	5,128	36.2%	4,650	41.1%	4,373	38.9%	4,420	39.1%	4,433	34.3%	4,948	33.9%	37.0%
Multi-Family	1,345	11.7%	1,707	12.0%	1,531	13.5%	1,503	13.4%	1,656	14.6%	2,070	16.0%	2,046	14.0%	13.6%
Commercial	4,798	41.8%	5,864	41.4%	3,774	33.3%	3,960	35.2%	4,101	36.3%	5,056	39.1%	5,905	40.5%	38.4%
Industrial/Warehouse	389	3.4%	375	2.6%	403	3.6%	401	3.6%	330	2.9%	494	3.8%	599	4.1%	3.4%
Institutional	350	3.1%	491	3.5%	452	4.0%	381	3.4%	287	2.5%	275	2.1%	351	2.4%	3.0%
Government	197	1.7%	292	2.1%	217	1.9%	271	2.4%	234	2.1%	223	1.7%	251	1.7%	1.9%
Vacant	250	2.2%	318	2.2%	284	2.5%	341	3.0%	268	2.4%	328	2.5%	476	3.3%	2.6%
Agricultural	4	0.0%	4	0.0%	15	0.1%	16	0.1%	13	0.1%	62	0.5%	11	0.1%	0.1%
Total	**11,475**	**100.0%**	**14,179**	**100.0%**	**11,326**	**100.0%**	**11,246**	**100.0%**	**11,309**	**100.0%**	**12,941**	**100.0%**	**14,587**	**100.0%**	

Source: Ocala Fire Rescue

Note: Staff time is measured by multiplying the number of incidents by average response time (from alarm to clear) with the average number of personnel on scene

Table A-7

OFR Distribution of Vehicle Time by Land Use (Non-ALS ONLY)

Incident Type	2016 (March+)		2017		2018		2019		2020		2021		2022		Average % Distribution (2016-2022)
	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	
Single Family	1,841	35.9%	2,259	36.0%	2,082	40.7%	1,891	38.3%	1,905	38.8%	1,884	33.6%	2,236	34.4%	36.6%
Multi-Family	586	11.4%	747	11.9%	697	13.6%	654	13.2%	718	14.6%	888	15.9%	894	13.7%	13.5%
Commercial	2,166	42.2%	2,620	41.6%	1,718	33.5%	1,753	35.5%	1,777	36.1%	2,203	39.4%	2,615	40.1%	38.5%
Industrial/Warehouse	182	3.5%	173	2.7%	189	3.7%	188	3.8%	157	3.2%	233	4.2%	287	4.4%	3.7%
Institutional	158	3.1%	222	3.5%	211	4.1%	175	3.5%	135	2.7%	125	2.2%	159	2.4%	3.1%
Government	89	1.7%	134	2.1%	102	2.0%	127	2.6%	110	2.2%	99	1.8%	114	1.7%	2.0%
Vacant	113	2.2%	136	2.2%	119	2.3%	148	3.0%	112	2.3%	135	2.4%	207	3.2%	2.5%
Agricultural	2	0.0%	2	0.0%	7	0.1%	7	0.1%	5	0.1%	26	0.5%	5	0.1%	0.1%
Total	**5,137**	**100.0%**	**6,293**	**100.0%**	**5,125**	**100.0%**	**4,943**	**100.0%**	**4,919**	**100.0%**	**5,593**	**100.0%**	**6,517**	**100.0%**	

Source: Ocala Fire Rescue

Note: Vehicle time is measured by multiplying the number of incidents by average response time (from alarm to clear) with the average number of units on scene

Table A-8

OFR Distribution of Total Resources by Land Use (Non-ALS ONLY)

Incident Type	2016 (March+)		2017		2018		2019		2020		2021		2022		Average % Distribution (2016-2022)
	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	
Single Family	5,983	36.1%	7,387	36.1%	6,732	41.0%	6,264	38.8%	6,325	39.1%	6,317	34.0%	7,184	38.8%	**36.7%**
Multi-Family	1,931	11.6%	2,454	12.0%	2,228	13.6%	2,157	13.3%	2,374	14.6%	2,958	16.0%	2,940	15.9%	**13.6%**
Commercial	6,964	41.9%	8,484	41.4%	5,492	33.4%	5,713	35.3%	5,878	36.2%	7,259	39.2%	8,520	46.0%	**38.5%**
Industrial/Warehouse	571	3.4%	548	2.7%	592	3.6%	589	3.6%	487	3.0%	727	3.9%	886	4.8%	**3.5%**
Institutional	508	3.1%	713	3.5%	663	4.0%	556	3.4%	422	2.6%	400	2.2%	510	2.8%	**3.0%**
Government	286	1.7%	426	2.1%	319	1.9%	398	2.5%	344	2.1%	322	1.7%	365	2.0%	**2.0%**
Vacant	363	2.2%	454	2.2%	403	2.4%	489	3.0%	380	2.3%	463	2.5%	683	3.7%	**2.6%**
Agricultural	6	0.0%	6	0.0%	22	0.1%	23	0.1%	18	0.1%	88	0.5%	16	0.1%	**0.1%**
Total	**16,612**	**100.0%**	**20,472**	**100.0%**	**16,451**	**100.0%**	**16,189**	**100.0%**	**16,228**	**100.0%**	**18,534**	**100.0%**	**21,104**	**114.1%**	

Source: Ocala Fire Rescue

Note: Total resources are calculated as the sum of total staff time and total vehicle time

Appendix B
Ocala Fire Rescue
FY 2023
Budget Summary Detail

Table B-1

Ocala Fire Rescue FY 2023 Budget Expenditures

Account	Description	Category	Revised Budget	ALS/Non-ALS
001-019-019-522-52-12020	Salaries & Wages - Gen Empl	Personnel	$457,326	Both
001-019-019-522-52-15050	Special Pay - Executive Life	Personnel	$234	Both
001-019-019-522-52-15090	Special Pay - Fire Allowance	Personnel	$7,620	Both
001-019-019-522-52-15091	Special Pay - Fire Stipend	Personnel	$1,000	Both
001-019-019-522-52-21010	Fica Taxes	Personnel	$35,005	Both
001-019-019-522-52-22012	Retirement - Gen Emp - Dc	Personnel	$22,986	Both
001-019-019-522-52-22039	Retirement - Ff Contract Emp	Personnel	$27,627	Both
001-019-019-522-52-23010	Life & Health Insurance	Personnel	$68,892	Both
001-019-019-522-52-24010	Workers' Compensation	Personnel	$6,750	Both
001-019-019-522-52-31010	Professional Services - Other	Operating	$143,590	Non-ALS
001-019-019-522-52-31099	Information Technology Alloca	Operating	$29,542	Both
001-019-019-522-52-34010	Other Services	Operating	$159,610	Both
001-019-019-522-52-41010	Communication Serv - Outside	Operating	$32,000	Both
001-019-019-522-52-41099	Ocala Fiber Network Allocatio	Operating	$145,166	Both
001-019-019-522-52-41199	800 Mhz Allocation	Operating	$114,165	Both
001-019-019-522-52-42010	Freight & Postage Services	Operating	$5,000	Both
001-019-019-522-52-43010	Utility Services	Operating	$200,608	Both
001-019-019-522-52-45099	Insurance Services Allocation	Operating	$500,337	Both
001-019-019-522-52-46010	Repair & Maintenance	Operating	$31,000	Both
001-019-019-522-52-46011	Fleet Maintenance	Operating	$425,000	Both
001-019-019-522-52-47000	Printing & Binding	Operating	$3,300	Both
001-019-019-522-52-47099	Copy Contract Allocation	Operating	$4,550	Both
001-019-019-522-52-48010	Promotional Activities	Operating	$19,650	Non-ALS
001-019-019-522-52-51010	Office Supplies	Operating	$6,500	Non-ALS
001-019-019-522-52-52010	Operating Supplies - Other	Operating	$156,987	Both
001-019-019-522-52-52020	Operating Supplies - Fuel	Operating	$196,300	Both
001-019-019-522-52-52060	Mach & Equip $1,000-$4,999	Operating	$112,100	Non-ALS
001-019-601-522-52-46010	Repair & Maintenance	Operating	$62,145	Both
001-019-602-522-66-64010	Machinery & Equip $5,000+	Capital	$150,167	Both
001-019-603-522-52-52010	Operating Supplies - Other	Operating	$15,720	Both
001-019-603-522-52-52060	Mach & Equip $1,000-$4,999	Operating	$3,800	Non-ALS
001-019-910-522-52-12020	Salaries & Wages - Gen Empl	Personnel	$8,780,801	Both
001-019-910-522-52-14010	Overtime	Personnel	$714,724	Both
001-019-910-522-52-15010	Special Pay	Personnel	$90,000	Both
001-019-910-522-52-15050	Special Pay - Executive Life	Personnel	$546	Both
001-019-910-522-52-15090	Special Pay - Fire Allowance	Personnel	$218,660	Both
001-019-910-522-52-15091	Special Pay - Fire Stipend	Personnel	$67,000	Both
001-019-910-522-52-21010	Fica Taxes	Personnel	$761,544	Both
001-019-910-522-52-22012	Retirement - Gen Emp - Dc	Personnel	$503	Both
001-019-910-522-52-22039	Retirement - Ff Contract Emp	Personnel	$3,149,467	Both
001-019-910-522-52-23010	Life & Health Insurance	Personnel	$1,534,086	Both
001-019-910-522-52-24010	Workers' Compensation	Personnel	$421,211	Both
001-019-910-522-52-31099	Information Technology Alloca	Operating	$475,956	Both
001-019-910-522-52-34010	Other Services	Operating	$110,918	Both
001-019-910-522-52-46010	Repair & Maintenance	Operating	$51,700	Both
001-019-910-522-52-48010	Promotional Activities	Operating	$1,000	Non-ALS
001-019-910-522-52-52010	Operating Supplies - Other	Operating	$243,089	Both
001-019-910-522-52-52060	Mach & Equip $1,000-$4,999	Operating	$48,031	Both
001-019-910-522-66-64010	Machinery & Equip $5,000+	Capital	$110,000	Both
001-019-911-522-52-12020	Salaries & Wages - Gen Empl	Personnel	$832,504	Both
001-019-911-522-52-14010	Overtime	Personnel	$55,620	Both
001-019-911-522-52-15010	Special Pay	Personnel	$7,300	Both
001-019-911-522-52-15050	Special Pay - Executive Life	Personnel	$78	Both
001-019-911-522-52-15090	Special Pay - Fire Allowance	Personnel	$32,678	Both
001-019-911-522-52-15091	Special Pay - Fire Stipend	Personnel	$4,000	Both
001-019-911-522-52-21010	Fica Taxes	Personnel	$71,205	Both
001-019-911-522-52-22039	Retirement - Ff Contract Emp	Personnel	$221,015	Both
001-019-911-522-52-23010	Life & Health Insurance	Personnel	$94,445	Both
001-019-911-522-52-24010	Workers' Compensation	Personnel	$25,336	Both
001-019-911-522-52-31099	Information Technology Alloca	Operating	$29,542	Both
001-019-911-522-52-34010	Other Services	Operating	$17,550	Both
001-019-911-522-52-40010	Travel Training & Per Diem	Operating	$200,130	Both
001-019-911-522-52-46010	Repair & Maintenance	Operating	$1,500	Non-ALS
001-019-911-522-52-47000	Printing & Binding	Operating	$5,100	Both
001-019-911-522-52-52010	Operating Supplies - Other	Operating	$33,997	Both
001-019-911-522-52-54010	Books, Pub, Subscript,&Me	Operating	$18,805	Both
001-099-999-522-81-22008	Retirement - Gen Emp Db-Old	Personnel	$31,347	Both
001-099-999-522-81-22039	Retirement - Ff Contract Emp	Personnel	$541,289	Both
Total			**$22,147,354**	**-**

Source: City of Ocala Fire Department

Table B-2

Ocala Fire Rescue FY 2023 Budget Revenues

Account	Description	2023 Amended Revenue
001-342-000-000-02-34220	Fire False Alarm Fees	$14,000
001-342-000-000-02-34222	Fire Plan Review	$175,000
001-342-000-000-02-34290	MC AUTO AID FIRE	$252,700
001-335-000-000-05-33521	St Sh Revn-Firefghtr Sup Comps	$30,000
001-369-000-000-16-39214	Reimb From Fire Pension	$14,364
Total		**$486,064**

Source: City of Ocala Fire Department

Appendix C
Property Code Classifications

Appendix C

This appendix documents land use classifications used for incidents and for residential units and non-residential square footage.

Table C-1 details the property code classifications from the National Fire Incidents Reporting System. These codes are applied to each fire rescue incident report. The "fire assessment incident category" illustrates how these codes were categorized for the land use categories used in the fire assessment update.

Table C-2 details the property class code classifications from the Marion County Property Appraiser's Office. Property class codes used by the Marion County Property Appraiser correspond to the Department of Revenue (DOR) codes. These codes are applied to each parcel in the City of Ocala. The "fire assessment land use category" illustrates how these codes were categorized for the land use categories used in the fire assessment update. Additional building detail was reviewed, including the improvement type and interior finish type; however, based on information provided by the Fire Department on the classification of incidents, the property class code was used for the fire assessment update.

Table C-1
Property Code Classifications – Fire Rescue Incidents

NFIRS Code	Main Category	NFIRS Description	Fire Assessment Land Use Category
0	Other	Other	n/a
00	Other	Other	n/a
000	Other	Property Use, Other	n/a
100	Assembly	Assembly, other	Commercial
110	Assembly	Fixed use recreation places, other	Commercial
111	Assembly	Bowling alley	Commercial
112	Assembly	Billiard center, pool hall	Commercial
113	Assembly	Variable use amusement, recreation places	Commercial
114	Assembly	Ice rink: indoor, outdoor	Commercial
115	Assembly	Roller rink: indoor or outdoor	Commercial
116	Assembly	Swimming facility: indoor or outdoor	Commercial
120	Assembly	Amusement center: indoor/outdoor	Commercial
121	Assembly	Ballroom, gymnasium	Commercial
122	Assembly	Convention center, exhibition hall	Commercial
123	Assembly	Stadium, arena	Commercial
124	Assembly	Playground	Government
129	Assembly	Amusement center, indoor/outdoor	Commercial
130	Assembly	Places of worship, funeral parlors	Institutional
131	Assembly	Church, mosque, synagogue, temple, chapel	Institutional
134	Assembly	Funeral parlor	Commercial
140	Assembly	Clubs, other	Commercial
141	Assembly	Athletic/health club	Commercial
142	Assembly	Clubhouse	Commercial
143	Assembly	Yacht club	Commercial
144	Assembly	Casino, gambling clubs	Commercial
150	Assembly	Public or government, other	Government
151	Assembly	Library	Government
152	Assembly	Museum	Commercial
154	Assembly	Memorial structure, including monuments & statues	Vacant
155	Assembly	Courthouse	Government
160	Assembly	Eating, drinking places	Commercial
161	Assembly	Restaurant or cafeteria	Commercial
162	Assembly	Bar or nightclub	Commercial
170	Assembly	Passenger terminal, other	Commercial
171	Assembly	Airport passenger terminal	Commercial
173	Assembly	Bus station	Commercial
174	Assembly	Rapid transit station	Commercial
180	Assembly	Studio/theater, other	Commercial
181	Assembly	Live performance theater	Commercial
182	Assembly	Auditorium or concert hall	Commercial
183	Assembly	Movie theater	Commercial
185	Assembly	Radio TV Studio	Commercial
186	Assembly	Film/movie production studio	Commercial
200	Educational	Educational, other	Institutional
210	Educational	Schools, non-adult	Institutional
211	Educational	Preschool	Commercial
213	Educational	Elementary school, including kindergarten	Institutional
215	Educational	High school/junior high school/middle school	Institutional
240	Educational	None	n/a
241	Educational	Adult education center, college classroom	Institutional
250	Educational	Day care, other (conversion only)	Institutional
254	Educational	Day care, in commercial property	Commercial
255	Educational	Day care, in residence, licensed	Single Family
256	Educational	Day care, in residence, unlicensed	Single Family
300	Health Care, Detention & Correction	Health care, detention, & correction, other	Government
311	Health Care, Detention & Correction	24-hour care nursing homes, 4 or more persons	Commercial
321	Health Care, Detention & Correction	Mental retardation/development disability facility	Commercial
322	Health Care, Detention & Correction	Alcohol or substance abuse recovery center	Commercial
323	Health Care, Detention & Correction	Asylum, mental institution	Commercial
331	Health Care, Detention & Correction	Hospital - medical or psychiatric	Commercial
332	Health Care, Detention & Correction	Hospices	Commercial
340	Health Care, Detention & Correction	Clinics, Doctors offices, hemodialysis centers	Commercial
341	Health Care, Detention & Correction	Clinic, clinic-type infirmary	Commercial
342	Health Care, Detention & Correction	Doctor, dentist or oral surgeons office	Commercial
343	Health Care, Detention & Correction	Hemodialysis unit	Commercial
361	Health Care, Detention & Correction	Jail, prison (not juvenile)	Government
363	Health Care, Detention & Correction	Reformatory, juvenile detention center	Government
365	Health Care, Detention & Correction	Police station	Government
400	Residential	Residential, other	Single Family
419	Residential	1 or 2 family dwelling	Single Family
429	Residential	Multifamily dwellings	Multi-Family
439	Residential	Boarding/rooming house, residential hotels	Commercial
449	Residential	Hotel/motel, commercial	Commercial
459	Residential	Residential board and care	Institutional
460	Residential	Dormitory type residence, other	Multi-Family
462	Residential	Sorority house, fraternity house	Multi-Family
464	Residential	Barracks, dormitory	Multi-Family

Table C-1 (Continued)
Property Code Classifications – Fire Rescue Incidents

NFIRS Code	Main Category	NFIRS Description	Fire Assessment Land Use Category
500	Mercantile, Business	Mercantile, business, other	Commercial
509	Mercantile, Business	None	Commercial
511	Mercantile, Business	Convenience store	Commercial
519	Mercantile, Business	Food and beverage sales, grocery store	Commercial
529	Mercantile, Business	Textile, wearing apparel sales	Commercial
539	Mercantile, Business	Household goods, sales, repairs	Commercial
549	Mercantile, Business	Specialty shop	Commercial
557	Mercantile, Business	Personal service, including barber & beauty shops	Commercial
559	Mercantile, Business	Recreational, hobby, home repair sales, pet store	Commercial
564	Mercantile, Business	Laundry, dry cleaning	Commercial
569	Mercantile, Business	Professional supplies, services	Commercial
571	Mercantile, Business	Service station, gas station	Commercial
579	Mercantile, Business	Motor vehicle or boat sales, services, repair	Commercial
580	Mercantile, Business	General retail, other	Commercial
581	Mercantile, Business	Department or discount store	Commercial
592	Mercantile, Business	Bank	Commercial
593	Mercantile, Business	Office: veterinary or research	Commercial
596	Mercantile, Business	Post office or mailing firms	Commercial
599	Mercantile, Business	Business office	Commercial
600	Industrial, Utility, Defense, Agr, Mining	Utility, defense, agriculture, mining, other	Industrial/Warehouse
610	Industrial, Utility, Defense, Agr, Mining	Electric generating plant	Industrial/Warehouse
614	Industrial, Utility, Defense, Agr, Mining	Energy production plant, other	Industrial/Warehouse
615	Industrial, Utility, Defense, Agr, Mining	Electric-generating plant	Industrial/Warehouse
629	Industrial, Utility, Defense, Agr, Mining	Laboratory or science laboratory	Commercial
631	Industrial, Utility, Defense, Agr, Mining	Defense, military installation	Government
632	Industrial, Utility, Defense, Agr, Mining	None	Industrial/Warehouse
635	Industrial, Utility, Defense, Agr, Mining	Computer center	Commercial
639	Industrial, Utility, Defense, Agr, Mining	Communications center	Commercial
640	Industrial, Utility, Defense, Agr, Mining	Utility or distribution system, other	Industrial/Warehouse
642	Industrial, Utility, Defense, Agr, Mining	Electrical distribution	Industrial/Warehouse
644	Industrial, Utility, Defense, Agr, Mining	Gas distribution, pipeline, gas distribution	Industrial/Warehouse
645	Industrial, Utility, Defense, Agr, Mining	Flammable liquid distribution, pipeline, flammable	Industrial/Warehouse
647	Industrial, Utility, Defense, Agr, Mining	Water utility	Industrial/Warehouse
648	Industrial, Utility, Defense, Agr, Mining	Sanitation utility	Industrial/Warehouse
655	Industrial, Utility, Defense, Agr, Mining	Crops or orchard	Agricultural
659	Industrial, Utility, Defense, Agr, Mining	Livestock production	Agricultural
669	Industrial, Utility, Defense, Agr, Mining	Forest, timberland, woodland	Agricultural
679	Industrial, Utility, Defense, Agr, Mining	Mine, quarry	Agricultural
700	Manufacturing, Processing	Manufacturing, processing	Industrial/Warehouse
800	Storage	Storage, other	Industrial/Warehouse
807	Storage	Outside material storage area	Industrial/Warehouse
808	Storage	Outbuilding or shed	Industrial/Warehouse
816	Storage	Grain elevator, silo	Industrial/Warehouse
819	Storage	Livestock, poultry storage	Industrial/Warehouse
839	Storage	Refrigerated storage	Industrial/Warehouse
849	Storage	Outside storage tank	Industrial/Warehouse
880	Storage	Vehicle storage, other	Industrial/Warehouse
881	Storage	Parking garage (Detached residential garage)	n/a
882	Storage	Parking garage, general vehicle	n/a
888	Storage	Fire station	Government
891	Storage	Warehouse	Industrial/Warehouse
898	Storage	Dock, marina, pier, wharf	Industrial/Warehouse
899	Storage	Residential or self storage units	Commercial
900	Outside or Special Property	Outside or special property, other	Vacant
919	Outside or Special Property	Dump, sanitary landfill	Industrial/Warehouse
921	Outside or Special Property	Bridge, trestle	n/a
922	Outside or Special Property	Tunnel	n/a
926	Outside or Special Property	Outbuilding, protective shelter	n/a
931	Outside or Special Property	Open land or field	Vacant
935	Outside or Special Property	Campsite with utilities	Vacant
936	Outside or Special Property	Vacant lot	Vacant
937	Outside or Special Property	Beach	n/a
938	Outside or Special Property	Graded and cared-for plots of land	Vacant
940	Outside or Special Property	Water area, other	n/a
941	Outside or Special Property	Open ocean, sea or tidal waters	n/a
946	Outside or Special Property	Lake, river, stream	n/a
951	Outside or Special Property	Railroad right of way	n/a
952	Outside or Special Property	Railroad yard	n/a
960	Outside or Special Property	Street, other	n/a
961	Outside or Special Property	Highway or divided highway	n/a
962	Outside or Special Property	Residential street, road or residential driveway	n/a
963	Outside or Special Property	Street or road in commercial area	n/a
965	Outside or Special Property	Vehicle parking area	n/a
972	Outside or Special Property	Aircraft runway	n/a
973	Outside or Special Property	Aircraft taxi-way	n/a
974	Outside or Special Property	Aircraft loading area	n/a
981	Outside or Special Property	Construction site	Vacant
982	Outside or Special Property	Oil or gas field	Vacant

Table C-1 (Continued)
Property Code Classifications – Fire Rescue Incidents

NFIRS Code	Main Category	NFIRS Description	Fire Assessment Land Use Category
983	Outside or Special Property	Pipeline, power line or other utility right of way	Vacant
984	Outside or Special Property	Industrial plant yard - area	Industrial/Warehouse
1500	Outside or Special Property	Public or Government, other	Institutional
1501	Outside or Special Property	Public or Government, other	Institutional
3230	Outside or Special Property	Asylum, mental institution	Institutional
3231	Outside or Special Property	Asylum, mental institution	Institutional
9600	Outside or Special Property	Street, other	n/a
9601	Outside or Special Property	Street, other	n/a
400M	Residential	Residential, other	Single Family
400R	Residential	Residential, other	Single Family
400V	Residential	Residential, other	Single Family
419M	Residential	1 or 2 family dwelling	Single Family
NNN	Outside or Special Property	None	n/a
UUU	Outside or Special Property	Undetermined	n/a

Source: National Fire Incident Reporting System (NFIRS)

Table C-2
Property Code Classifications – Land Use

PC	Description	Fire Assessment Land Use Category
0	VACANT RESIDENTIAL	Vacant
1	IMPROVED RESIDENTIAL	Single Family/Duplex
2	IMPROVED MOBILE HOME	Single Family/Duplex
3	MULTI-FAMILY 10 OR MORE UNITS	Multi-Family/Condo
4	CONDOMINIUM RESIDENTIAL	Multi-Family/Condo
5	COOPERATIVE	Single Family/Duplex
6	RETIREMENT HOME - TAXABLE	Multi-Family/Condo
7	BOARDING HOMEMIGRANT CAMPETC	Multi-Family/Condo
8	MULTI-FAMILY 09 OR LESS UNITS	Multi-Family/Condo
9	RESIDENTIAL COMMON ELEMENTS	n/a
10	VACANT COMMERCIAL	Vacant
11	ONE STORY STORE	Commercial
12	COMMERCIALRESIDENTIAL MIXED	Commercial
13	DEPARTMENT STORE	Commercial
14	MARKET	Commercial
15	REGIONAL SHOPPING CENTER	Commercial
16	COMMUNITY SHOPPING CENTER	Commercial
17	01 STY OFFICENON PROFESSIONAL	Commercial
18	MULTI-STY OFFICENON PROFESSNL	Commercial
19	PROFESSIONAL SERVICES	Commercial
20	TERMINAL-AIRBUSTRAINMARINE	Commercial
21	RESTAURANTCAFETERIA	Commercial
22	RESTAURANTDRIVE-IN	Commercial
23	FINANCIAL INSTITUTION	Commercial
24	INSURANCE OFFICE	Commercial
25	SERVICE REPAIR - NON VEHICLE	Commercial
26	GASOLINE SERVICE STATION	Commercial
27	VEHICLE SALES REPAIR	Commercial
28	PARKING LOT	Commercial
29	WHOLESALE OUTLET	Commercial
30	FLORISTGREENHOUSE	Commercial
31	THEATERDRIVE-INSTADIUM	Commercial
32	THEATERENCLOSEDSTADIUM	Commercial
33	NIGHTCLUBBARLIQUOR SERVICE	Commercial
34	BOWLING ALLEYARENA	Commercial
35	TOURISTEXHIBIT	Commercial
36	CAMPSCAMPGROUNDS	Commercial
37	RACE TRACK - AUTODOGHORSE	Commercial
38	GOLF COURSEDRIVING RANGE	Commercial
39	HOTELMOTEL	Commercial
40	VACANT INDUSTRIAL	Vacant
41	LIGHT MANUFACTURING	Industrial
42	HEAVY MANUFACTURING	Industrial
43	LUMBER YARDSAWMILL	Industrial
44	PACKING PLANT	Industrial
45	CANNERYBOTTLER	Industrial
46	FOOD PROCESSING	Industrial
47	MINERAL PROCESSING	Industrial
48	WAREHOUSEDISTRIBUTION	Industrial
49	STORAGEJUNK YARD	Industrial
50	RURAL BUILDING SITE	Agricultural
51	CROPLAND CLASS 1	Agricultural

Table C-2 (continued)
Property Code Classifications – Land Use

PC	Description	Fire Assessment Land Use Category
52	CROPLAND CLASS 2	Agricultural
53	CROPLAND CLASS 3	Agricultural
54	TIMBER CLASS 1	Agricultural
55	TIMBER CLASS 2	Agricultural
56	TIMBER CLASS 3	Agricultural
57	TIMBER CLASS 4	Agricultural
58	TIMBER CLASS 5	Agricultural
59	TIMBER NOT CLASSIFIED	Agricultural
60	GRAZING CLASS 1	Agricultural
61	GRAZING CLASS 2	Agricultural
62	GRAZING CLASS 3	Agricultural
63	GRAZING CLASS 4	Agricultural
64	GRAZING CLASS 5	Agricultural
65	GRAZING CLASS 6	Agricultural
66	CITRUS GROVEORCHARD	Agricultural
67	BEESFISHRABBITSETC	Agricultural
68	DAIRYFEED LOT	Agricultural
69	ORNAMENTALMISCELLANEOUS AGRIC	Agricultural
70	VACANT INSTITUTIONAL	Vacant
71	IMPROVED - CHURCH	Institutional
72	SCHOOL - COLLEGEPRIVATE	Institutional
73	HOSPITALPRIVATE	Institutional
74	RETIREMENT HOMEEXEMPT	Institutional
75	CHARITABLE SERVICESORPHANAGE	Institutional
76	DEATH SERVICES	Institutional
77	CLUB LODGE UNION HALL	Institutional
78	REST HOME	Institutional
79	CULTURAL	Institutional
80	HORSE FARMS TANGIBLE ONLY	n/a
81	MILITARY	Government
82	FORESTPARKRECREATIONAL	Government
83	SCHOOLPUBLIC	Government
84	COLLEGEPUBLIC	Government
85	HOSPITALPUBLIC	Government
86	COUNTY PROPERTY	Government
87	STATE PROPERTY	Government
88	FEDERAL PROPERTY	Government
89	MUNICIPAL PROPERTY	Government
90	LEASEHOLD INTERESTS	n/a
91	UTILITIES	n/a
92	MINING	n/a
93	SUBSURFACE RIGHTS	n/a
94	RIGHTS-OF-WAY	n/a
95	RIVERLAKESUBMERGED	n/a
96	SEWAGEWASTEBARROW	n/a
97	RECREATIONAL CLASSIFIED USE	n/a
98	CENTRALLY ASSESSED	n/a
99	ACREAGENON CLASSIFIED USE	n/a

Source: Marion County Property Appraiser

File #: 2026-1461 Agenda Item #: 10c.

Submitted By: Jimmy Lopez

Presentation By: Sean Lanier

Department: Engineering

FORMAL TITLE:
Contract with Sawcross, Inc. to provide and install a new dewatering rotary press at Water Reclamation Facility No. 2, in the amount of $1,648,000 plus a 10 percent contingency, for a total project budget not to exceed $1,812,800

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Quality of Place

PROOF OF PUBLICATION:
Bid released to the public: 03/09/2026

BACKGROUND:
The City of Ocala's Water Resources Department operates two wastewater treatment plants that produce biosolids using the activated sludge process. Water Reclamation Facility No. 2 (WRF #2) currently has an aging belt filter press that produces a biosolids cake between 11 and 14 percent total solids (TS).

The new rotary press will enhance both the capacity and efficiency of the sludge removal process. This unit is engineered to be highly efficient in energy and polymer usage with very low maintenance required. The unit will be delivered and installed on the second floor of the dewatering building at WRF #2, located at 4200 SE 24th Street, Ocala, Florida 34471.

The supplier must ensure proper alignment and stability. The supplier shall provide the rotary press complete with a support structure, an adequate number of channels sized correctly for the sludge loads, a wash system, a main drive motor with a variable frequency drive (VFD), bearings, seals, a feed pipe, a liquid polymer mixing system, a discharge auger, a control panel, monitoring instrumentation, flow meters, and other necessary accessories.

FINDINGS AND CONCLUSIONS:
On March 9, 2026, the City issued an Invitation to Bid (ITB) No.: WRS/260536 for the provision of these goods and services. On May 14, 2026, two bids were received on a lump sum basis, as follows:

Bidder Name & Office Location	Total Bid Amount
Sawcross, Inc Jacksonville, FL	**$1,648,000.00**
Razorback LLC Tarpon Springs, FL	$2,446,195.69

Sawcross, Inc, was found to be the lowest responsive and responsible bidder with a total bid of $1,648,000. Staff requests a 10 percent contingency in the amount of $164,800 for a total project budget not to exceed $1,812,800. The contingency will allow the City Engineer to approve change orders to cover unforeseen conditions that may arise during construction.

Sawcross, Inc. provided two pilot test reports demonstrating that the unit is capable of achieving 16.8 to 21.3 percent total solids (TS). These pilot tests were conducted at wastewater treatment plants in Taylor, Arizona and Carlsbad, New Mexico (Attachments #7 & 8). Accordingly, the rotary press system must verify, through performance testing, its capability to process biosolids sludge and consistently produce a minimum cake solids content of 16 percent TS at WRF#2.

Staff recommends approval of Contract No. WRS/260536 with Sawcross, Inc, for the provision of goods and services related to the new dewatering rotary press at Water Reclamation Facility No. 2.

FISCAL IMPACT:
Funding for the project is available in the amount of $1,812,800 in account 616-030-169-535-69-65010.

PROCUREMENT REVIEW:
These goods and services were procured in compliance with the City's procurement policy.

LEGAL REVIEW:
This Agreement has been reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

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AGREEMENT FOR PROVISION AND INSTALLATION OF ROTARY PRESS

THIS AGREEMENT FOR PROVISION AND INSTALLATION OF ROTARY PRESS (Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SAWCROSS, INC.,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN:59-3136689) ("Vendor").

R E C I T A L S :

WHEREAS, on March 9, 2026, City issued an Invitation To Bid ("ITB") for the provision of construction services related to a Rotary Press, ITB No.: WRS/260536 (the "Solicitation"); and

WHEREAS, a total of two (2) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Sawcross, Inc. was found to be the lowest; and

WHEREAS, Vendor was chosen as the intended awardee to provide construction services related to the Rotary Press (the "Project"); and

WHEREAS, Vendor certifies that Vendor and its subcontractors are qualified and possess the required licensure and skill to perform the work required for the Project; and

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

T E R M S O F A G R E E M E N T :

1. **RECITALS**. City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Vendor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the quote submitted by Vendor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement. Each of these documents are incorporated herein by reference for all purposes.

   If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

      Exhibit A: Scope of Work (A-1 through A-5)

      Exhibit B: Plan Set (B-1)

      If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B.

   B. **Project Specifications**: In addition to the Contract Documents and up-to-date copies of shop drawings, this project will require the Vendor to have the following specifications and documents, which are incorporated by reference:

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City of Ocala "Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure" available at: http://www.ocalafl.gov/home/showpublisheddocument/26969

If there is a conflict between the Project Specifications regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedents to the most restrictive specification.

3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. Vendor must perform a minimum of ten percent (10%) of the work with its own forces. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Vendor a lump sum amount of **ONE MILLION, SIX HUNDRED FORTY-EIGHT THOUSAND AND NO/100 DOLLARS ($1,648,000)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the requirements set forth in the Contract Documents. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.

   A. **Monthly Progress Payments**: The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Vendor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable federal and/or state laws.

   B. **Project Schedule and Progress Reports**. A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Vendor and the basis for payment in the event project is suspended or abandoned.

   C. **Invoice Submission**. All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Engineering Department, Capital Improvement Projects Division,** Attn: **Jimmy Lopez**, **1805 NE 30th Avenue, Building 700, Ocala, FL 34470,** E-Mail: JLopez@OcalaFL.org.

   D. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

   E. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.

   F. **Excess Funds**. If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify

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City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

G. **Amounts Due to the City**. Vendor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

H. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TIME FOR PERFORMANCE**. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

A. Separate Notices to Proceed. The City shall issue two Notices to Proceed (NTPs):

(1) **Equipment NTP (Equipment Phase).** This NTP authorizes Vendor to begin all work associated with furnishing, ordering, and delivering the Rotary Press equipment. All equipment shall be delivered to the City within **TWENTY-SIX (26) WEEKS** of the date the Equipment NTP is issued.

(2) **Installation NTP:** After the equipment has been delivered to the City's site, the City will issue a separate NTP authorizing the Vendor to begin the installation phase of the Project. Upon receipt of the NTP for installation, the Vendor shall mobilize and begin work within **TEN (10) WORKING DAYS**.

B. **All installation work shall be substantially completed by Vendor in a manner satisfactory to the City Project Manager within ONE HUNDRED TWENTY (120 DAYS of the start date indicated on the Notice to Proceed for Installation and ready for final payment within TEN (10) days of substantial completion**.

C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **SEVEN (7)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.

D. **Weather Days:** Vendor shall submit a written request to the City Project (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final. Vendor performance and execution of work shall be considered in the determination for granting additional days.

E. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Vendor's sole remedy shall be the entitlement of an

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extension of time to complete the performance of the affected work in accordance with the Contract Documents. Vendor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.

F. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Vendor, to include costs incurred by City for the procurement of additional professional services.

6. **LIQUIDATED DAMAGES FOR LATE COMPLETION (INSTALLATION PHASE)**. Liquidated damages apply only to the installation phase of this Project. No liquidated damages shall apply to delays occurring during the equipment phase. The parties agree that it would be extremely difficult to ascertain the actual damages the City would incur if the Vendor fails to achieve Substantial Completion or Final Completion of the installation phase by the deadlines specified in the NTP for installation. Therefore, should the Vendor fail to achieve Substantial Completion of the installation phase by the date specified in the NTP for installation, the Vendor shall pay the City, as liquidated damages and not as a penalty, the sum of **ONE THOUSAND SIX HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS ($1,685)** per calendar day of unexcused delay beyond that date.

   After Substantial Completion has been achieved, if the Vendor fails to achieve Final Completion and readiness for final payment within the time required under this Agreement or any approved extension, the Vendor shall pay the City additional liquidated damages of **TWO HUNDRED AND NO/100 DOLLARS ($200)** per calendar day of unexcused delay until Final Completion is achieved.

   A. **No Waiver of Rights or Liabilities**. Permitting Vendor to continue and finish the work, or any part thereof, beyond the dates specified for Substantial Completion and/or Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Vendor from liability for any damages or costs of other contractors caused by a failure of Vendor to complete the work as agreed.

   B. **Right to Withhold or Deduct Damages**. When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Vendor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.

   C. **Non-Cumulative**. The parties agree and understand that the amounts set forth under this section for liquidated damages are not cumulative with one another. The amount set forth as liquidated damages for Vendor's failure to achieve Substantial Completion shall be assessed upon default and continue until Substantial Completion is attained. The amount set forth as liquidated damages for Vendor's failure to achieve Final Completion and readiness for payment shall be assessed after Substantial Completion is attained and apply until Final Completion is attained.

   D. **Additional Costs.** In addition to the liquidated damages set forth under this section, Vendor agrees to pay all costs and expenses incurred by City due to Vendor's delay in performance to include inspection fees, superintendence costs, and travel expenses.

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E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Vendor's failure to achieve Substantial Completion or Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.

7. **DELAYS AND DAMAGES.** The Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Vendor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

8. **PERFORMANCE BOND.** Vendor shall furnish to the City a Performance Bond satisfactory to the City of Ocala. A bond in the amount of **ONE MILLION, SIX HUNDRED FORTY-EIGHT THOUSAND AND NO/100 DOLLARS ($1,648,000)** as security for the faithful performance of the work as required and set forth in the Contract Documents within the time frame set forth for performance under this Agreement and for prompt payment to all persons defined in section 713.01, Florida Statutes, who furnish labor, services or materials for the completion of the work provided for herein.

9. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

10. **INSPECTION AND ACCEPTANCE OF THE WORK**. Vendor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Vendor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.

    A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what

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is to be performed under this Agreement and shall not extend to the actual execution of the work.

B. Neither the City Project Manager's review of Vendor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Vendor's furnishing and performing the work.

11. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

(1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

(2) Vendor provides material that does not meet the specifications of the Agreement;

(3) Vendor fails to complete the work required within the time stipulated in the Agreement; or

(4) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

B. **Vendor's Opportunity to Cure Default**. City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Vendor Default**. In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

(1) City shall be entitled to terminate this Agreement without further notice;

(2) City shall be entitled to hire another Vendor to complete the required work in accordance with the needs of City;

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(3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and

(4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; (ii) placing a claim against the performance and payment bond, or (iii) any other remedy as provided by law.

D. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.

12. **WARRANTY.** Vendor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Vendor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **THREE (3)** years from the date of Final Completion. Vendor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **THREE (3)** years from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer. All written manufacturers' warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized.

13. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.

14. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

15. **VENDOR REPRESENTATIONS**. Vendor expressly represents that:

A. Vendor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.

B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.

C. Vendor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Vendor's own investigation.

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D. Vendor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Vendor's own investigation.

E. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

F. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) 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.

16. **VENDOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:

A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

B. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.

C. Vendor shall be responsible to see that the finished work complies accurately with this Agreement and the intent thereof.

D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, including, but not limited to obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.

E. Vendor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.

F. Vendor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Vendor or City. Vendor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.

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G. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.

17. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or to prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

18. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES**. City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Vendor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City, if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

    A. If any part of Vendor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Vendor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Vendor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Vendor's work except for latent or non-apparent defects and deficiencies in the other work.

    B. Vendor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Vendor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.

19. **STORAGE OF MATERIALS/EQUIPMENT**. Vendor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Vendor or City) to be utilized in the performance of or incorporated into the work.

20. **RESPONSIBILITIES OF CITY.** City or its representative shall issue all communications to Vendor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work.** City has the authority to stop work or to suspend any work.

21. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Vendor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Vendor does not own vehicles, Vendor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Vendor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

22. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of Commercial General Liability insurance with limits not less than:

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A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and

B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.

C. Policy must include coverage for contractual liability and independent contractors.

D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

23. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Vendor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

A. Vendor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

B. Vendor shall waive and shall ensure that Vendor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Vendor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

24. **ADDITIONAL INSURANCE REQUIREMENTS.**

A. Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting Vendor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractors, or for anyone whose negligent act(s) Vendor may be liable.

B. No insurance shall be provided by the City for Vendor under this Agreement and Vendor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty to include any loss not covered because of the operation of such deductible, co-insurance penalty, or coverage exclusion or limitation.

C. **Certificates of Insurance**. No work shall be commenced by Vendor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Vendor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention:**

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Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov. Vendor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as an Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Vendor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Vendor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Vendor shall arrange for its liability insurance to include, or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

27. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons that may be affected thereby;

B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose

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acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

28. **TRAFFIC CONTROL AND BARRICADES.** The Vendor shall mitigate impact on local traffic conditions to all extents possible. The Vendor is responsible for establishing and maintaining appropriate traffic control and barricades. The Vendor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.

    a. In addition to the requirements set forth in its solicitation response, the Vendor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.

    b. Should Vendor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Vendor.

29. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Vendor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Vendor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Vendor shall provide an inventory listing of all surplus materials in an area designated by City. Vendor shall restore to their original condition those portions of the site not designated or alteration by the Contract.

30. **CONSTRUCTION SURVEY LAYOUT.** The work to be performed pursuant to survey work provided by City shall be completed as necessary to establish all proper alignments, right of way, easements, benchmarks, elevations and grade stakes to complete all phases of this Contract.

    A. Vendor shall immediately bring to City's attention any survey issues that would impede the Vendor's completion of the work. The work performed pursuant to survey work at the Vendor's expense pursuant to this Agreement shall be prepared by a licensed surveyor and provided to the City. Any survey issues with these surveys that would impede the Vendor's completion of the work shall immediately be brought to the City's attention. If additional or corrective survey work is required, it shall be at Vendor's expense.

    B. The City Engineer/City Project Manager shall establish a number of benchmarks on the project which in their opinion will enable the Vendor to perform the work. If Vendor shall remove or destroy any stake, marker or benchmark on the work without first having secured the approval of the City Engineer/City Project Manager, such stake, or benchmark shall be re-established by and at Vendor's expense.

    C. It shall be the responsibility of Vendor to preserve all adjacent property corner markers which might be affected by their operations and replace same if undermined. Corner locations known by City will be made available to Vendor. All original field notes, calculations, and other documents developed by the surveyor in conjunction with this work shall be given to City

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and become City property. All surveying work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 6IG17 of the Florida Administrative Code.

31. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

32. **COMPLIANCE WITH F.S. 287.135.** City may terminate Agreement immediately upon discovering that Vendor: (A) has been placed on the Scrutinized Companies that Boycott Israel List; (B) is engaged in a boycott of Israel; (C) has been placed on the Scrutinized Companies with Activities in Sudan List; (D) has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or (E) has been engaged in business operations in Cuba or Syria. This Agreement may also be terminated immediately if the Vendor falsely certified they are eligible to bid and contract with local government entities under F.S. 287.135.

33. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Vendor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

34. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Vendor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Vendor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Vendor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

35. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall

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constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.

36. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.

37. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

38. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

39. **PUBLIC RECORDS.** The Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Vendor shall:

    A. Keep and maintain public records required by the public agency to perform the service.

    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the public agency.

    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT

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THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

40. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

41. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

42. **E-VERIFY.** Pursuant to section 448.095, Vendor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Vendor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Vendor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Vendor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Vendor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Vendor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

43. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

44. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

45. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

46. **INDEMNITY.** Vendor shall indemnify, defend, and hold harmless City and its elected officials, employees and volunteers against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful acts of Vendor, 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 Vendor.

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47. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

48. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:	Sawcross, Inc. Attention: Mark Hickinbotham 10970 New Berlin Road Jacksonville, FL, 32226 Phone: 904-751-7500 E-mail: mikaylap@sawcross.com
If to City of Ocala:	Jameel Barnes, Director City of Ocala, Procurement & Contracting Department 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: wsexton@ocalafl.gov

49. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

50. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED

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HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

51. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the state of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the state of Florida.

52. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

53. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

54. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

55. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

56. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

57. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

58. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

59. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and

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conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

60. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

61. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Ire J Bethea Sr.
City Council President

Approved as to form and legality:

Signed by:
William E. Sexton, Esq. _____
4A55AB8A8ED04F3...

By: William E. Sexton, Esq.
(Printed Name)

Title: City Attorney

SAWCROSS, INC.

DocuSigned by:
Mark Hickinbotham _____
1D2622CE6A4F4B5...

By: Mark Hickinbotham
(Printed Name)

Title: President
(Title of Authorized Signatory)

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BACKGROUND

Vendor shall provide and install a new backup dewatering press at Water Reclamation Facility #2, located at 4200 SE 24th Street, Ocala, FL 34471. The City of Ocala's Water Resources Department has two wastewater treatment plants that produce biosolids through the activated sludge process. Water Reclamation Facility #2 (WRF #2) uses a Hiller centrifuge to produce biosolids cake of 19 % total solids while Water Reclamation Facility #3 (WRF #3) currently uses a belt filter press to produce biosolids cake of 14 % total solids. The Vendor will provide all materials, equipment and labor necessary to provide this equipment.

All work must be coordinated with City Project Manager, Jeff Greve, WRF #2 Lead Operator, Telephone 352-572-0486 or 352-401-6298, E-mail: JGreve@Ocalafl.gov.

CONTRACT TERM/DELIVERY TIMELINE

Lead Time: The maximum acceptable lead time is 26 weeks after the issuance of a written Notice to Proceed.

DELIVERY

1. **Delivery:** Deliveries will be made to the City of Ocala Water Reclamation Facility #2 (WRF #2), Second Floor, 4200 SE 24th Street, Ocala, FL 34471.
2. **Delivery Hours:** Deliveries will be accepted Monday through Friday between the hours of 7:30AM and 3:00PM. Deliveries shall be coordinated with the Project Manager.
3. Vendor's equipment must be shipped as complete assemblies except where partial disassembly is required by transportation regulations or for protection of components.

PROJECT SUMMARY, DELIVERABLES AND HOURS

1. **Project Summary:** The new rotary press unit will be delivered to and installed on the second floor of the WRF #2 Dewatering Building at 4200 SE 24th Street, Ocala FL 34471. Vendor shall ensure proper alignment and stability.

   The Vendor shall supply the rotary press with a support frame, adequate number of channels properly sized for sludge loadings, wash assembly, main drive motor with variable frequency drive, bearings, seals, feed tube, liquid polymer mixing system, discharge auger, control panel, monitoring instrumentation, flowmeters, and other necessary appurtenances. The Vendor will make provisions for discharge of the centrate to a common drain system. The rotary press system shall demonstrate through performance testing the ability to treat biosolids sludge to a minimum of 16% total cake solids. The City will provide piping to the front of the rotary press to convey wastewater sludge to the unit.

   *** Specifically, Vendor shall use Yaskawa Variable Frequency Drive (VFD). It is preferred that Vendor shall use Siemens Programmable Logic Controller (PLC).**

   It is preferred that equipment and materials furnished under this specification comply with the requirements of the Build America, Buy America (BABA) Act.

   All work related to labor, materials, installation, and connections of the rotary press shall be performed by the Vendor who will be responsible for off-loading the equipment, providing any temporary storage in accordance with the manufacturer's recommendation for storage, and installing the equipment in

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place. Installation shall include mounting and piping the unit and providing power to the panels and all interconnected wiring and piping required between various components, as required.

Rotary press shall be Prime Solution RFP, Fournier, Xylem (Evoqua), or **equivalent model.**

1. **Process Description:**
   - Rotary press is compatible with aerobically digested Waste Activated Sludge.
   - Hydraulic loading (excluding polymer flow) is up to 250 gallons per minute (gpm).
   - Normal operating flow (excluding polymer flow) is 120 to 150 gpm.
   - Sludge feed concentration is between 0.75 % and 1.5 % by weight.
   - Solids loading (dry substance feed to rotary press) is between 600 and 1000 lbs. per hour.
   - Maximum design solids loading (d.s. feed to rotary press) is 2500 lbs. per hour.
   - Minimum percent solids capture 98%.
   - Minimum cake dryness (dry solids) is 16% by weight.
   - Maximum polymer dosage is 25 lbs. active substance per ton of dry solids % weight.
   - Maximum volatile solids concentration is 85 % by weight
   - SVI is between 80 to 150.
   - Temperature is between 60- and 85-degrees Fahrenheit.
   - pH is between 4.0 and 7.0 standard units.
2. **Training:** Vendor shall provide training to City operations and maintenance personnel in the proper operation of the rotary press. The Vendor shall supply all drawings, schematics, O & M manuals, instructions, and other documentation necessary to operate and maintain the rotary press.
3. **Permits:** Vendor is responsible for all required permits.
4. **Working Hours:** Working hours for this project are 8:00AM to 5:00PM, Monday through Friday, excluding holidays.

VENDOR EMPLOYEES AND EQUIPMENT

1. The Vendor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. The Vendor shall provide an assigned project manager, who will be the primary point of contact. Vendor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, the Vendor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Vendor must each be promptly notified by the other of any complaints received.
4. Vendor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.

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5. Vendor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. The Vendor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must have a visible company name/logo on the outside of the vehicle.
9. All damages shall be reported to the Project Manager where the final decision will be made (by the City) as to replacement and /or repairs. All replacement and/or repairs will be performed at no additional cost to the City.
10. The City does not include an allowance for delays caused by the effects of inclement weather; however, the City may grant time extensions on a day-to-day basis for delays caused by the effects of rain or other inclement weather conditions. No additional compensation will be made for delays caused by the inclement weather.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish the following services/data to the Vendor for the performance of services:
   A. Access to City buildings and facilities to perform the work.
   B. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Vendor's responsibilities.
   C. Provide office facilities for the Vendor, if needed.
2. The City reserves the right to purchase any materials for the Vendor to use. The Vendor shall not charge a mark-up fee for material furnished by the City.

VENDOR RESPONSIBILITIES

1. The Vendor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. The Vendor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this Agreement.
3. Installation shall be performed in compliance with all requirements and instructions of applicable manufacturers.
4. Vendor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Vendor at their expense shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
5. If the Vendor is advised to leave a property by the property owner or their representative, the Vendor shall leave at once without altercation. The Vendor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.

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6. Data collected by the Vendor shall be in a format compatible with or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
7. The Vendor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes Word, Excel, Power Point, Access or any other software as specified and approved by City staff.

SUB-CONTRACTORS

1. Vendor must perform a minimum of 10% of the work with their own forces.
2. Services assigned to sub-contractors must be approved in advance by the City Project Manager.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** The Vendor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include but not limited to:
   A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition.
   B. The work site will be completely cleaned after each day of work.
   C. The Vendor shall dispose of debris in a legal manner.
2. **Final Cleaning:** Upon completion of work, clean the entire work area as applicable.
   A. All furnishings and equipment shall be placed back in the original locations.
   B. All work areas must be returned to their original condition.
   C. The Vendor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*

SAFETY

1. The Vendor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Vendor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Vendor's responsibility.

WARRANTY

1. Vendor will provide a three-year material and labor warranty from the date of completion, against operational failure caused by defective material or workmanship which occurs during normal use.

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2. All manufacturer warranty documentation and owner/operator manuals must be provided before final payment requests.

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The Plan Set for this project, Water Reclamation Facility (WRF) #2 Rotary Press,
can be viewed and/or copied at:
1805 NE 30th Avenue, Bldg. 700, Ocala, Florida 34470

Certificate Of Completion

Envelope Id: AB383336-6039-8B86-821C-D205C044698E
Status: Completed
Subject: SIGNATURE: Agreement for Provision and Installation of Rotary Press (WRS/260536)
Source Envelope:
Document Pages: 24
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
7/20/2026 2:10:41 PM
Security Appliance Status: Connected

Holder: Patricia Lewis
plewis@ocalafl.org
Pool: StateLocal

Location: DocuSign

Signer Events	Signature	Timestamp
Mark Hickinbotham markh@sawcross.com President Security Level: Email, Account Authentication (None)	DocuSigned by:  1D2622CE6A4F4B5... Signature Adoption: Pre-selected Style Using IP Address: 50.234.73.118	Sent: 7/20/2026 2:12:54 PM Resent: 7/21/2026 11:19:43 AM Viewed: 7/21/2026 11:54:50 AM Signed: 7/21/2026 11:55:32 AM
Electronic Record and Signature Disclosure: Accepted: 7/21/2026 11:54:50 AM ID: c7f81e9e-95a2-4d9b-9eb1-e4267c1af2ac		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by:  4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/21/2026 11:55:34 AM Viewed: 7/24/2026 11:41:10 AM Signed: 7/24/2026 11:59:38 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/20/2026 2:12:54 PM
Envelope Updated	Security Checked	7/21/2026 11:19:42 AM
Envelope Updated	Security Checked	7/21/2026 11:19:42 AM
Envelope Updated	Security Checked	7/21/2026 11:19:42 AM
Certified Delivered	Security Checked	7/24/2026 11:41:10 AM
Signing Complete	Security Checked	7/24/2026 11:59:38 AM
Completed	Security Checked	7/24/2026 11:59:38 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

BID TABULATION & NOTICE OF INTENT TO AWARD

Bid Name: WRF #2 Rotary Press
ProRFx ID: ITB05242300000104
Notifications Sent: 1076
Bids: 2

Solicitation: ITB WRS/260536
Buyer: Caley Conard
Buyer Email: cconard@ocalafl.gov
Buyer Phone: 352-629-8399

5/21/2026 **Notice of Intent to Award** to **Sawcross, Inc.,** pending City Council approval.

Bidder Name	Office Location	Lump Sum Amount
Sawcross, Inc.	Jacksonville, FL	**$ 1,648,000.00**
Razorback LLC	Tarpon Springs, FL	**$ 2,446,195.69**

Goal: Looking for backup biosolids dewatering solution at WRF #2. Unit shall be placed on second floor of Dewatering Building and be used only when centrifuge is down for repairs.

Rotary Fan Press

Lower capital cost - ***Correct***
Fewer moving wear parts so less maintenance costs

- ***This depends on which screw press you are comparing the fan press against. Some screw press brands have multiple moving parts while others (FKC) do not have any wear items.***

Smaller footprint - ***Correct***
Lower throughput volume – ***See below***
Newer technology - ***Correct***
10-15 m3/hr = $ 30,000 to $ 100,000 equipment only. $ 150-400K full installation.

- ***Price and expected throughput will depend on the make/model selected which is dependent on the available footprint and allowable weight of the second floor of the dewatering building. Once this information is provided, we can help coordinate with vendors to specify the best unit and confirm pricing and expected throughput.***

Screw Press

Higher energy use – ***Dependent on selected make/model***
Higher capital cost – ***Correct***
Screw and screens can wear

- ***This varies by unit. Some screw press brands have multiple moving parts while others (FKC) do not have any wear items.***

Larger footprint - ***Correct***
Higher throughput volume – ***See below***
Established technology - ***Correct***
10-15 m3/hr = $ 50,000 to $ 150,000 equipment only. $ 500,000 + full installation

- ***Price and expected throughput will depend on the make/model selected which is dependent on the available footprint and allowable weight of the second floor of the dewatering building. Once this information is provided, we can help coordinate with vendors to specify the best unit and confirm pricing and expected throughput.***

Similarities

Similar energy costs but with rotary fan using slightly less energy
Similar solids capture rates
Both use polymer
Both are quiet

Due to lower initial capital cost and smaller footprint, the Rotary Fan Press is the preferred option. This will not be the primary dewatering option.

- ***The rotary fan press and screw press both are low energy dewatering technologies with similar cake dewatering performance. The screw press is an established dewatering technology with a higher capital cost and larger footprint. Operation of the screw press is simple, and maintenance requirements vary between different manufacturers.***

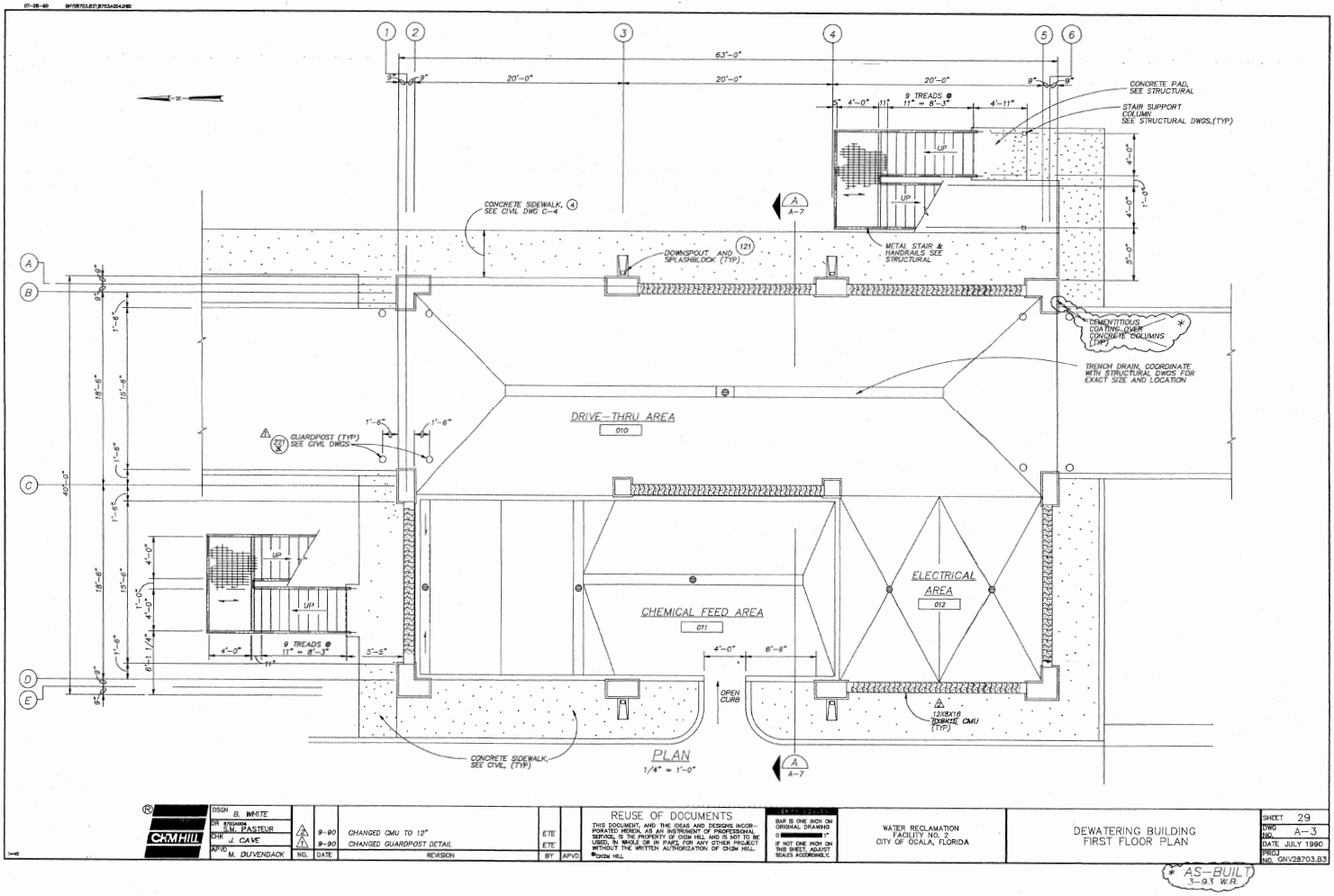
- ***The rotary fan press is a newer technology with a lower capital cost and smaller footprint. We recommend requesting a list of current installations from the rotary fan press manufacturer of choice. It would benefit the City to discuss the performance and required maintenance of the rotary fan press with operators actively utilizing the technology since it is a more recent dewatering technology.***

- ***The selected backup dewatering technology at WRF 2 must be located on the second story of the dewatering building and not exceed the weight limitations of the structure.***

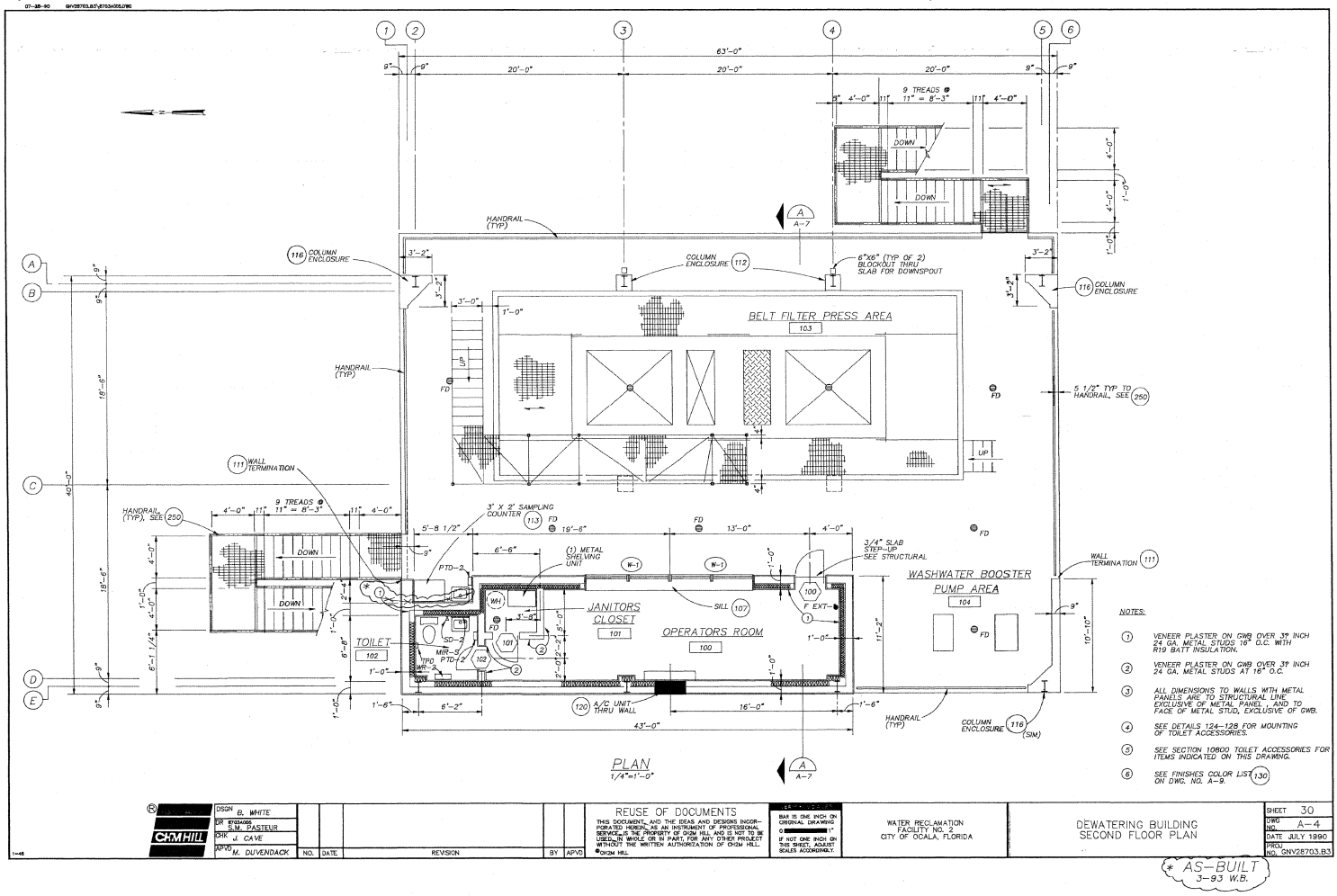
- ***The rotary fan press is an appropriate alternative to the screw press and, due to its compact footprint, is a good option for the City.***

Comparison table between **Screw Press** and **Rotary Fan Press**:

Feature	Screw Press	Rotary Fan Press
Energy Consumption	Low (but slightly higher than rotary fan)	Extremely low
Solids Capture Rate	High (>95%)	High (>95%)
Footprint	Compact	Very compact
Noise Level	Low	Very low
Throughput Capacity	Moderate to high (better for larger plants)	Low to moderate (best for small/medium plants)
Polymer Requirement	Yes	Yes
Maintenance	Moderate (screw and screens wear)	Low (fewer moving parts)
Sludge Type Tolerance	Handles oily/greasy sludge well	Best for standard sludge; less tolerant of oily/fibrous sludge
Market Adoption	Well-established, widely supported	Newer technology, fewer installations
Capital Cost	Higher initial cost	Moderate

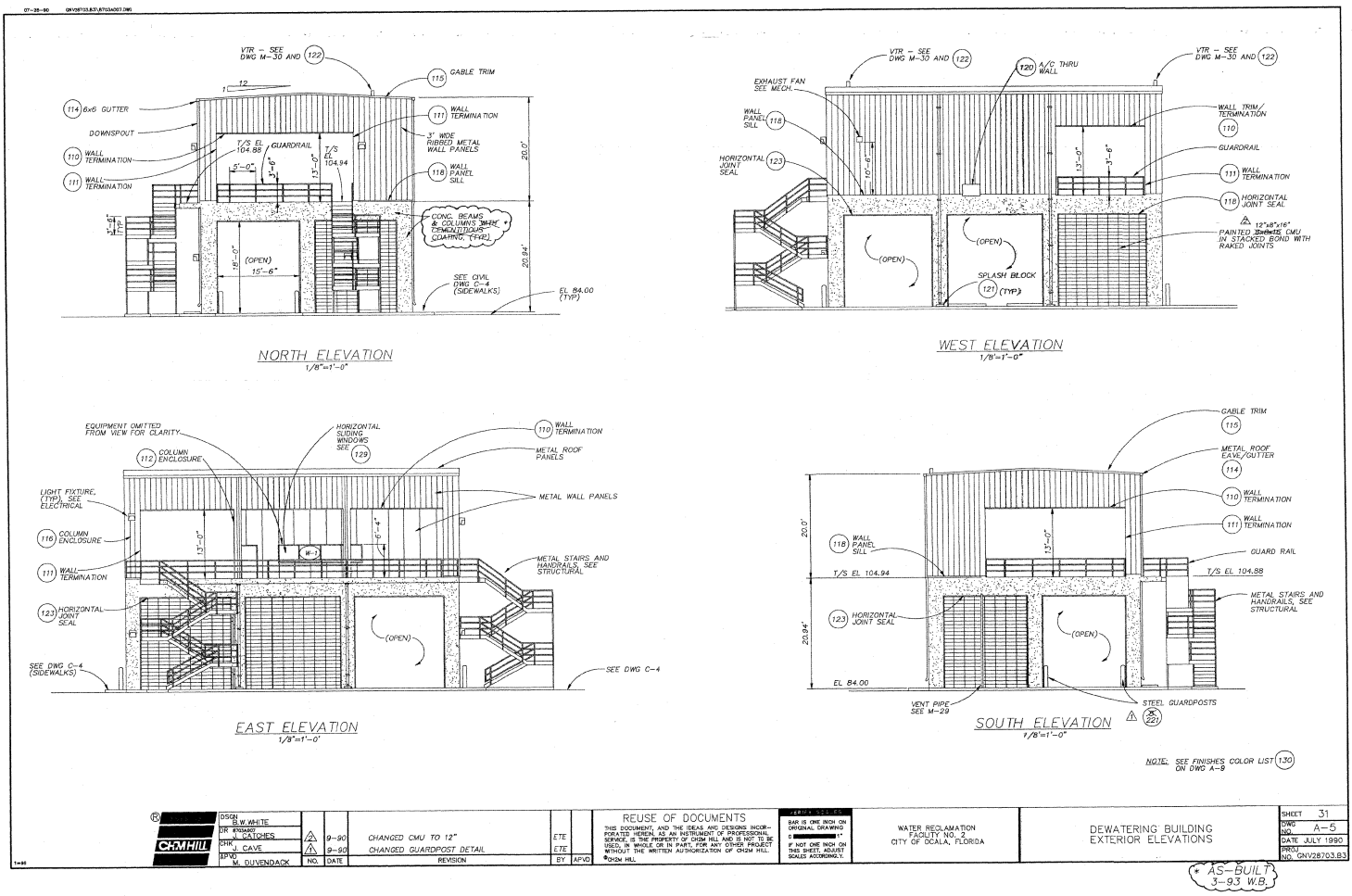


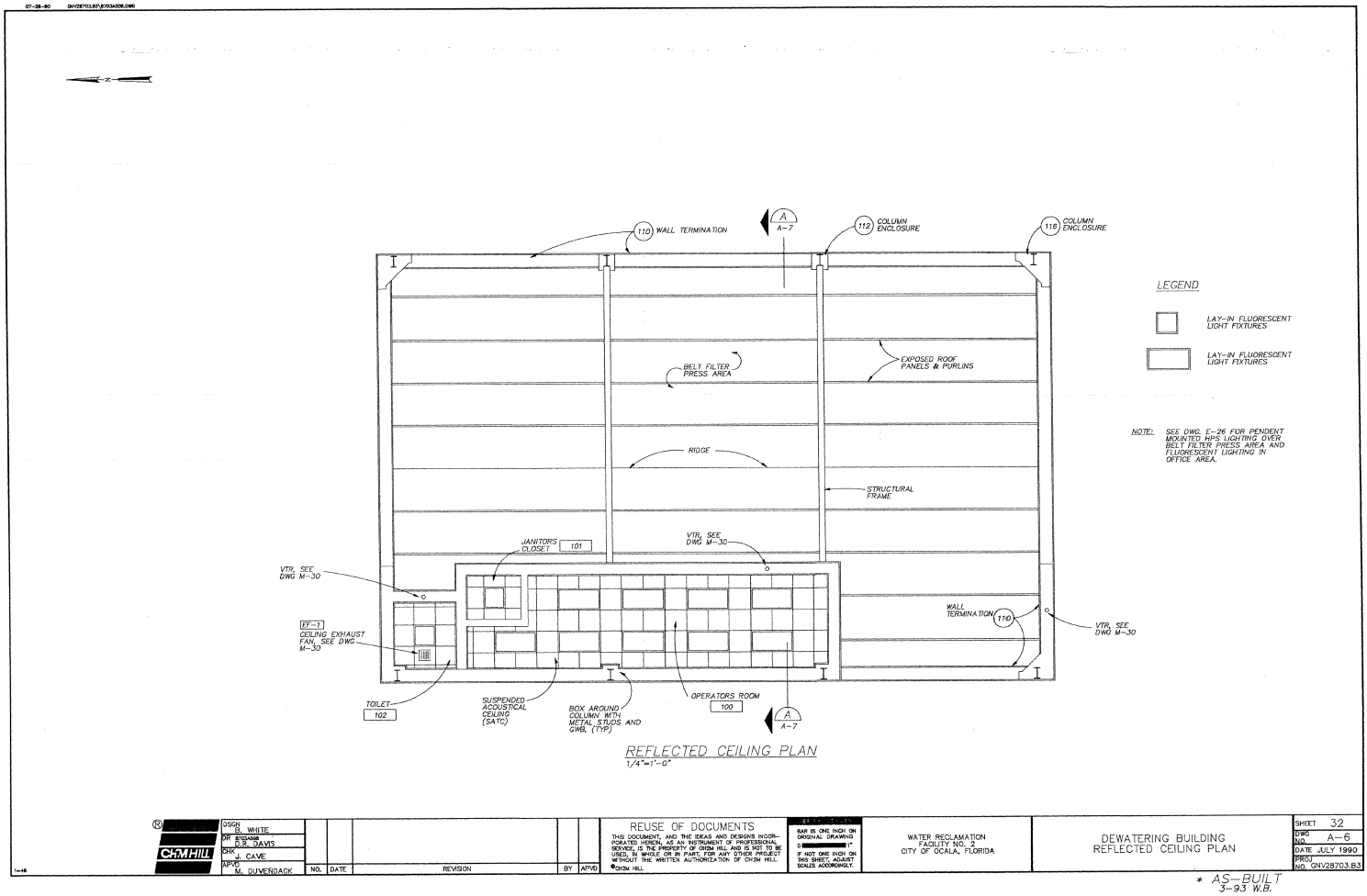
CH2M HILL	DSGN B. WHITE DR 87034004 R.M. PASTEUR CHK J. CAVE APVD M. DUVENDACK	1 2	9-90 9-90	CHANGED CMU TO 12" CHANGED GUARDPOST DETAIL	ETE ETE	REUSE OF DOCUMENTS THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF CH2M HILL AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CH2M HILL. ©CH2M HILL	BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.	WATER RECLAMATION FACILITY NO. 3 CITY OF OCALA, FLORIDA	DEWATERING BUILDING FIRST FLOOR PLAN	SHEET 29 DWG A-3 DATE JULY 1990 PROJ NO. GNV28703.B3
		NO.	DATE	REVISION	BY	APVD					



CH2M HILL	DSGN B. WHITE DR S.M. PASTEUR CHK J. CAVE APVD M. DUVENDACK	NO.	DATE	REVISION	BY	APVD	REUSE OF DOCUMENTS: THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF CH2M HILL AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CH2M HILL. ©CH2M HILL BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.	WATER RECLAMATION FACILITY NO. 2 CITY OF OCALA, FLORIDA	DEWATERING BUILDING SECOND FLOOR PLAN	SHEET 30 DWG NO. A-4 DATE JULY 1990 PROJ NO. GNV28703.B3

* AS-BUILT 3-93 W.B.

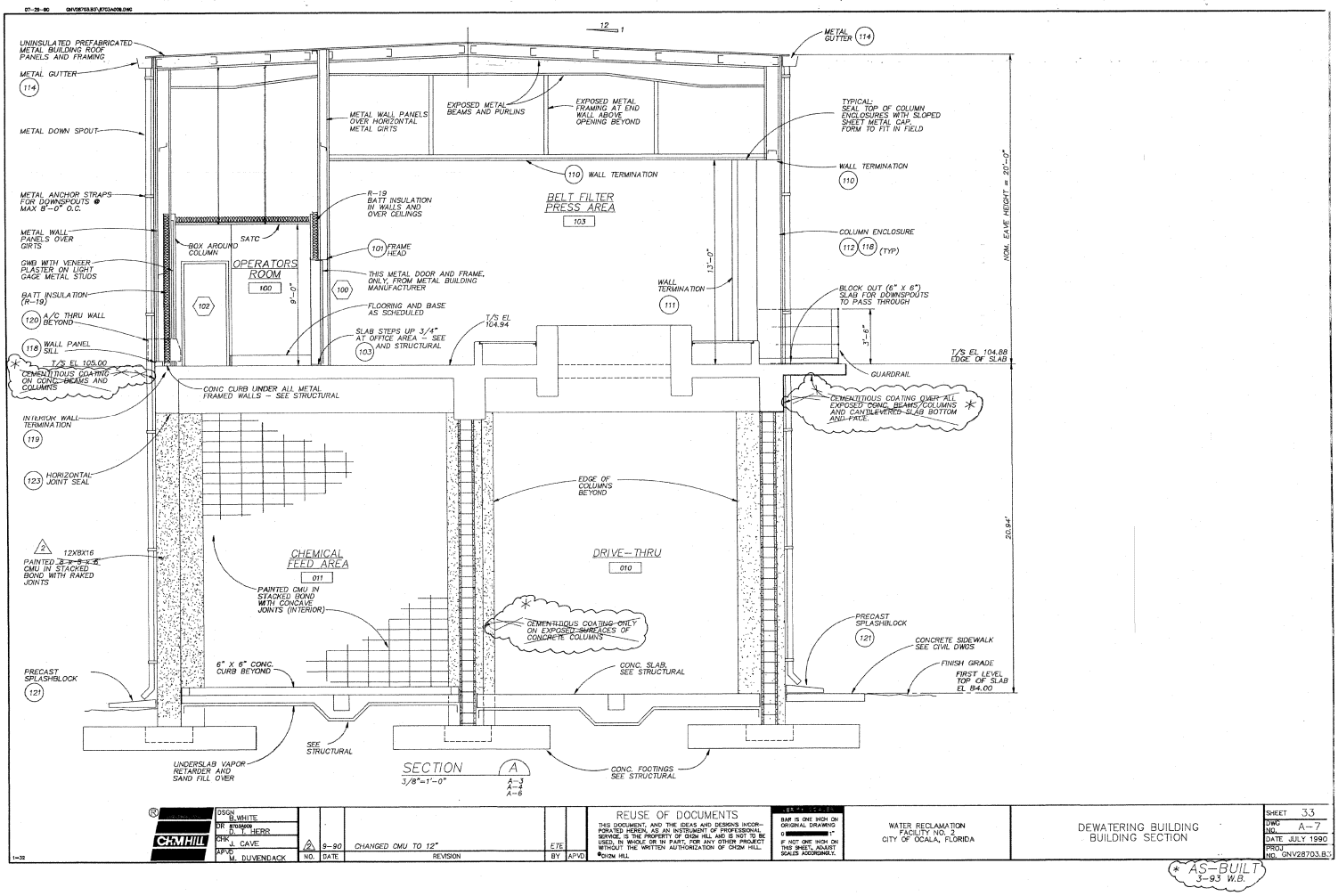

NORTH ELEVATION
1/8"=1'-0"
WEST ELEVATION
1/8"=1'-0"
EAST ELEVATION
1/8"=1'-0"
SOUTH ELEVATION
1/8"=1'-0"
NOTE: SEE FINISHES COLOR LIST (130) ON DWG A-9
CH2M HILL
DESIGN B.W. WHITE
DR KHAMO
CHK J. CAVE
APVD M. DUVENDACK
9-90 CHANGED CMU TO 12"
9-90 CHANGED GUARDPOST DETAIL
REVISION
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CITY OF OCALA, FLORIDA
DEWATERING BUILDING
EXTERIOR ELEVATIONS
SHEET 31
DWG NO. A-5
DATE JULY 1990
PROJ NO. GNV28703.83
AS-BUILT
3-93 W.B.



REFLECTED CEILING PLAN
1/4"=1'-0"

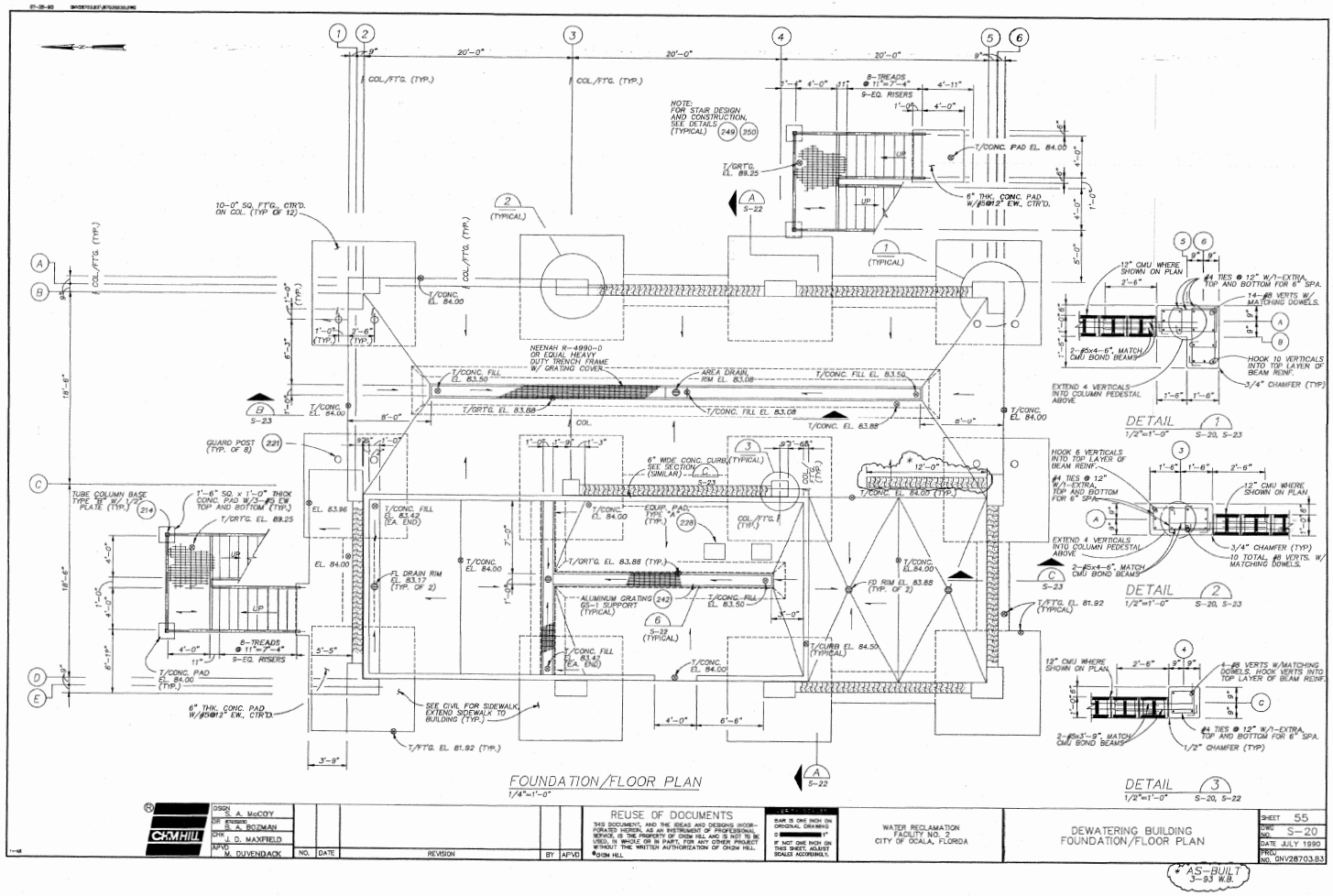
CH2M HILL	DSGN B. WHITE DR B.R. DAVIS CHK J. CAVE APVD M. DUVENDACK	NO.	DATE	REVISION	BY	APVD	REUSE OF DOCUMENTS THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF CH2M HILL AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CH2M HILL. ©CH2M HILL	BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.	WATER RECLAMATION FACILITY NO. 2 CITY OF OCALA, FLORIDA	DEWATERING BUILDING REFLECTED CEILING PLAN	SHEET 32 DWG NO. A-6 DATE JULY 1990 PROJ NO. GNV28703.B3

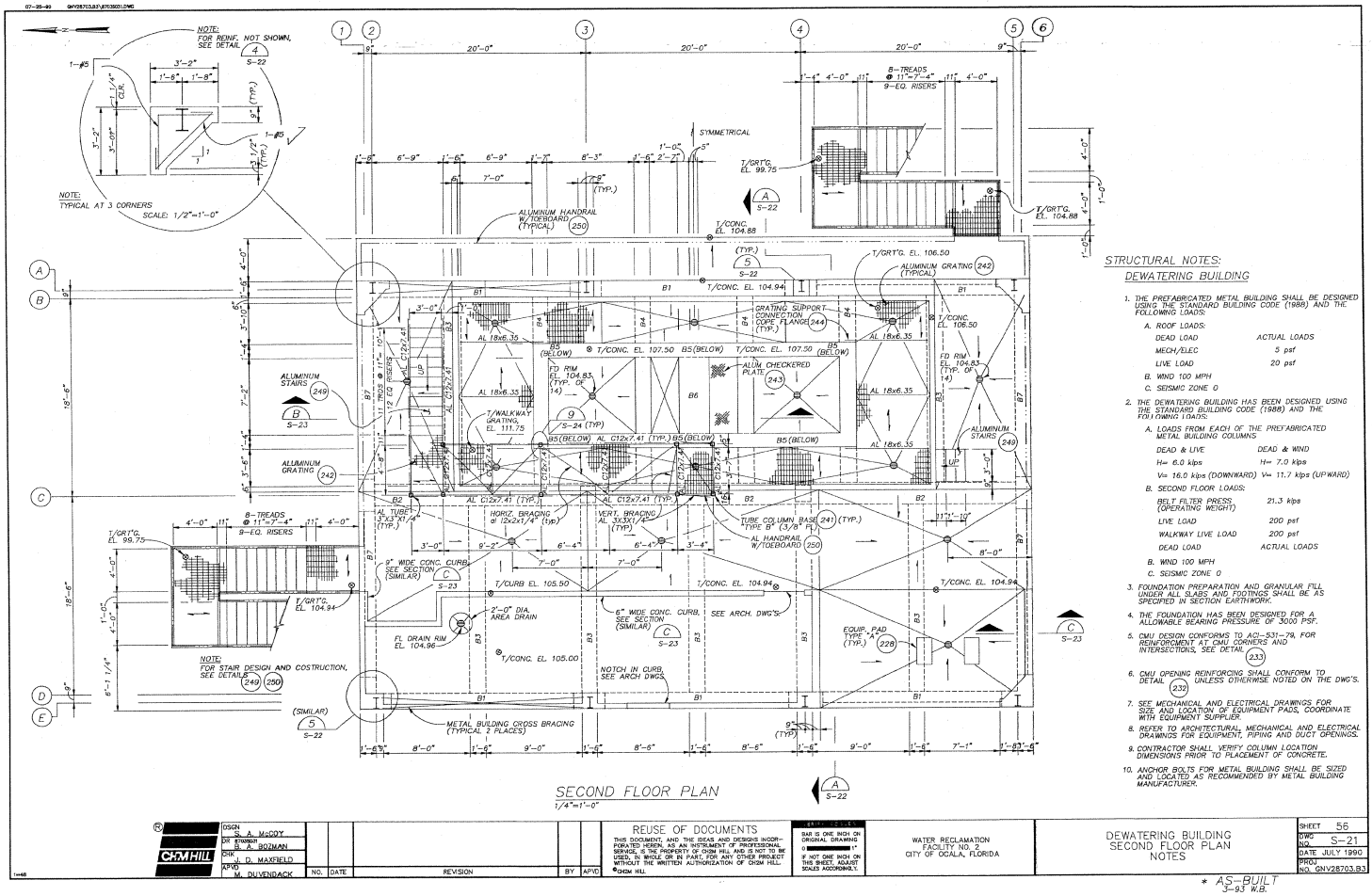
* AS-BUILT
3-9-3 W.B.

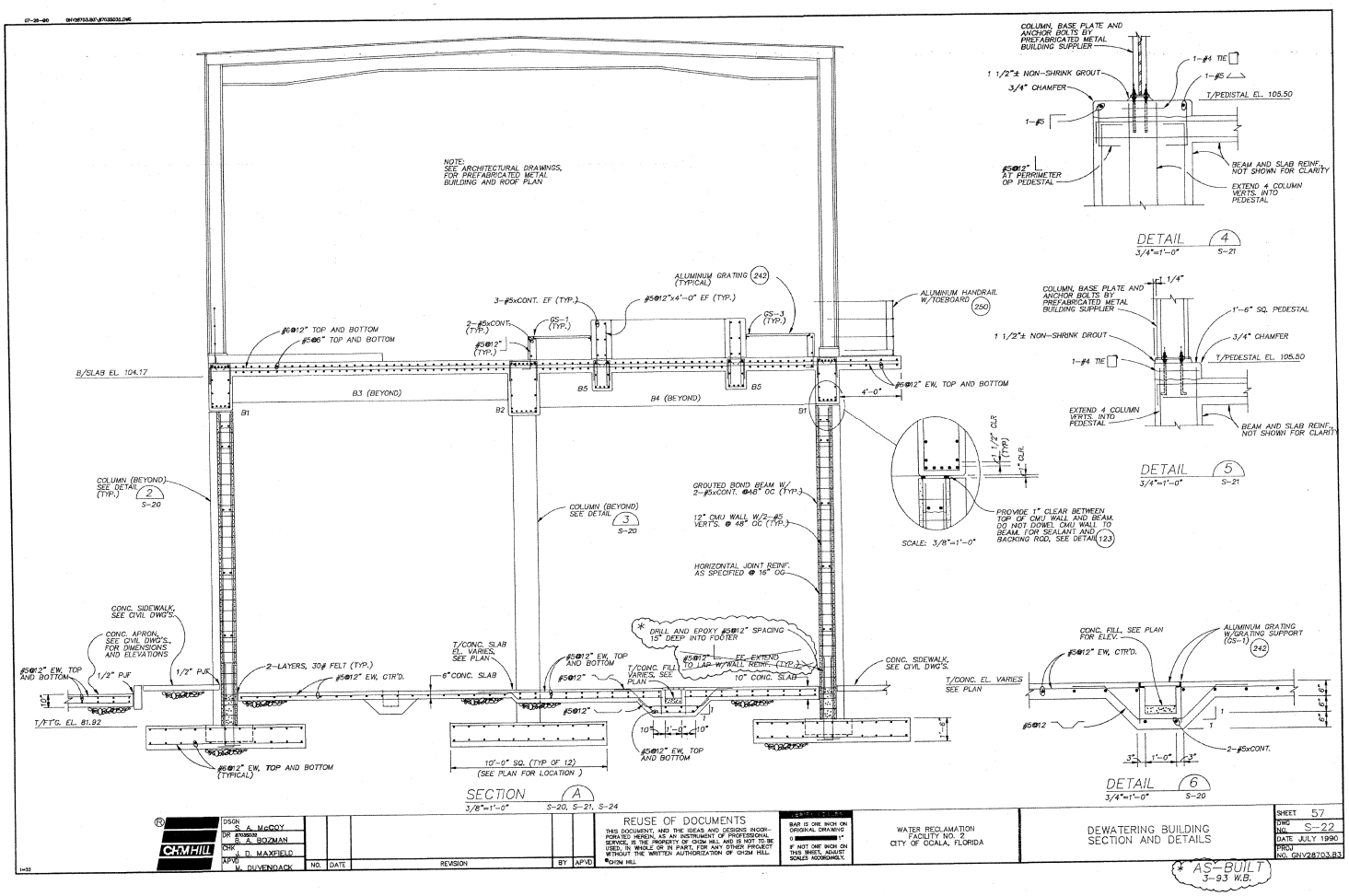


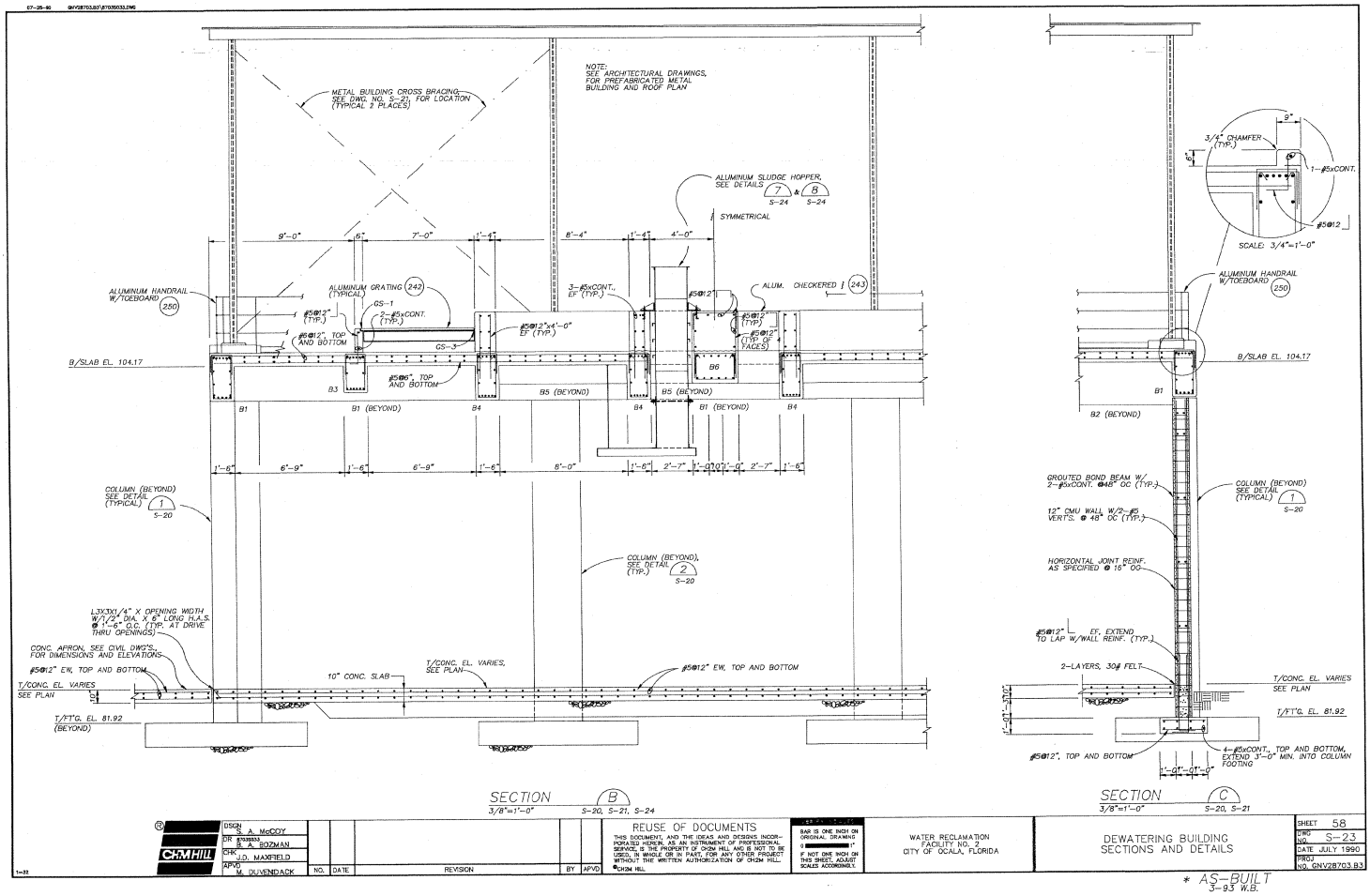
CH2M HILL	DSGN B.WHITE DR BYNAUM D. T. HERR CHK J. CAVE APVD M. DUVENDACK	NO.	DATE	REVISION	BY	APVD	REUSE OF DOCUMENTS THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF CH2M HILL AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CH2M HILL. ©CH2M HILL	BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.	WATER RECLAMATION FACILITY NO. 2 CITY OF OCALA, FLORIDA	DEWATERING BUILDING BUILDING SECTION	SHEET 33 DWG NO. A-7 DATE JULY 1990 PROJ NO. GNV28703.B3
		1	9-90	CHANGED CMU TO 12"	ETE						

AS-BUILT
3-93 W.B.


FOUNDATION/FLOOR PLAN
1/4"=1'-0"
DETAIL 1
1/2"=1'-0"
S-20, S-23
DETAIL 2
1/2"=1'-0"
S-20, S-23
DETAIL 3
1/2"=1'-0"
S-20, S-22
* AS-BUILT 3-9 W.B.
CH2M HILL
DSGN S. A. McCOY
DR S. A. BOZMAN
CHK J. D. MAXFIELD
APVD M. DUVENDACK
NO. DATE REVISION BY APVD
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CITY OF OCALA, FLORIDA
DEWATERING BUILDING
FOUNDATION/FLOOR PLAN
SHEET 55
DWG S-20
DATE JULY 1999
PROJ NO. 0NV28703.83


SECOND FLOOR PLAN
1/4"=1'-0"
STRUCTURAL NOTES:
DEWATERING BUILDING
1. THE PREFABRICATED METAL BUILDING SHALL BE DESIGNED USING THE STANDARD BUILDING CODE (1988) AND THE FOLLOWING LOADS:
A. ROOF LOADS:
DEAD LOAD ACTUAL LOADS
MECH/ELEC 5 psf
LIVE LOAD 20 psf
B. WIND 100 MPH
C. SEISMIC ZONE 0
2. THE DEWATERING BUILDING HAS BEEN DESIGNED USING THE STANDARD BUILDING CODE (1988) AND THE FOLLOWING LOADS:
A. LOADS FROM EACH OF THE PREFABRICATED METAL BUILDING COLUMNS
DEAD & LIVE DEAD & WIND
H= 6.0 kips H= 7.0 kips
V= 16.0 kips (DOWNWARD) V= 11.7 kips (UPWARD)
B. SECOND FLOOR LOADS:
BELT FILTER PRESS (OPERATING WEIGHT) 21.3 kips
LIVE LOAD 200 psf
WALKWAY LIVE LOAD 200 psf
DEAD LOAD ACTUAL LOADS
B. WIND 100 MPH
C. SEISMIC ZONE 0
3. FOUNDATION PREPARATION AND GRANULAR FILL UNDER ALL SLABS AND FOOTINGS SHALL BE AS SPECIFIED IN SECTION EARTHWORK.
4. THE FOUNDATION HAS BEEN DESIGNED FOR A ALLOWABLE BEARING PRESSURE OF 3000 PSF.
5. CMU DESIGN CONFORMS TO ACI-531-79, FOR REINFORCMENT AT CMU CORNERS AND INTERSECTIONS, SEE DETAIL 233
6. CMU OPENING REINFORCING SHALL CONFORM TO DETAIL 232 UNLESS OTHERWISE NOTED ON THE DWG'S.
7. SEE MECHANICAL AND ELECTRICAL DRAWINGS FOR SIZE AND LOCATION OF EQUIPMENT PADS, COORDINATE WITH EQUIPMENT SUPPLIER.
8. REFER TO ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR EQUIPMENT, PIPING AND DUCT OPENINGS.
9. CONTRACTOR SHALL VERIFY COLUMN LOCATION DIMENSIONS PRIOR TO PLACEMENT OF CONCRETE.
10. ANCHOR BOLTS FOR METAL BUILDING SHALL BE SIZED AND LOCATED AS RECOMMENDED BY METAL BUILDING MANUFACTURER.
CH2M HILL
REUSE OF DOCUMENTS
WATER RECLAMATION FACILITY NO. 2
CITY OF OCALA, FLORIDA
DEWATERING BUILDING SECOND FLOOR PLAN NOTES
SHEET 56
DWG NO. S-21
DATE JULY 1990
PROJ NO. GNV28703.B3
* AS-BUILT 3-9.3 W.B.

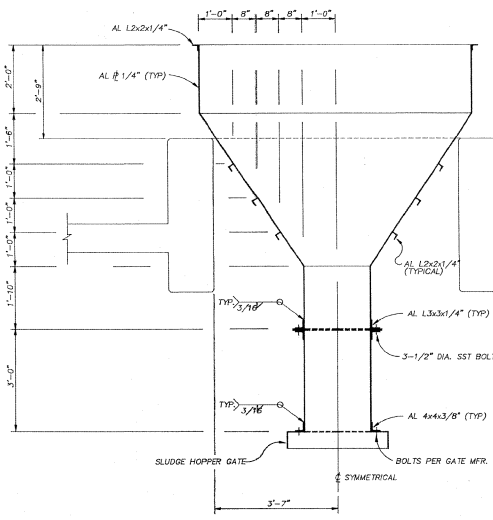

NOTE:
SEE ARCHITECTURAL DRAWINGS, FOR PREFABRICATED METAL BUILDING AND ROOF PLAN
B/SLAB EL. 104.17
B3 (BEYOND)
B4 (BEYOND)
B1
B2
B5
ALUMINUM GRATING (242) (TYPICAL)
3-#5xCONT. EF (TYP.)
#5@12" x4'-0" EF (TYP.)
2-#5xCONT. (TYP.)
GS-1 (TYP.)
GS-3 (TYP.)
#5@12" (TYP.)
#5@12" TOP AND BOTTOM
#5@6" TOP AND BOTTOM
ALUMINUM HANDRAIL W/TOEBOARD (250)
#5@12" EW, TOP AND BOTTOM
4'-0"
COLUMN (BEYOND) SEE DETAIL (TYP.) 2 S-20
COLUMN (BEYOND) SEE DETAIL 3 S-20
GROUTED BOND BEAM W/ 2-#5xCONT. @48" OC (TYP.)
12" CMU WALL W/2-#5 VERT'S. @ 48" OC (TYP.)
HORIZONTAL JOINT REINF. AS SPECIFIED @ 16" OC
1 1/2" CLR (TYP)
1" CLR.
PROVIDE 1" CLEAR BETWEEN TOP OF CMU WALL AND BEAM. DO NOT DOWEL CMU WALL TO BEAM. FOR SEALANT AND BACKING ROD, SEE DETAIL 123
SCALE: 3/8"=1'-0"
CONC. SIDEWALK, SEE CIVIL DWG'S.
CONC. APRON, SEE CIVIL DWG'S. FOR DIMENSIONS AND ELEVATIONS
#5@12" EW, TOP AND BOTTOM
1/2" PJF
2-LAYERS, 30# FELT (TYP.)
#5@12" EW, CTR'D.
6" CONC. SLAB
T/CONC. SLAB EL. VARIES, SEE PLAN
#5@12" EW, TOP AND BOTTOM
T/CONC. FILL VARIES, SEE PLAN
DRILL AND EPOXY #5@12" SPACING 15" DEEP INTO FOOTER
#5@12" EF, EXTEND TO LAP W/WALL REINF. (TYP.)
10" CONC. SLAB
CONC. SIDEWALK, SEE CIVIL DWG'S.
T/CONC. EL. VARIES SEE PLAN
T/FTG. EL. 81.92
#5@12" EW, TOP AND BOTTOM (TYPICAL)
10'-0" SQ. (TYP. OF 12) (SEE PLAN FOR LOCATION)
#5@12" EW, TOP AND BOTTOM
SECTION A
3/8"=1'-0"
S-20, S-21, S-24
COLUMN, BASE PLATE AND ANCHOR BOLTS BY PREFABRICATED METAL BUILDING SUPPLIER
1 1/2"± NON-SHRINK GROUT
3/4" CHAMFER
1-#4 TIE
1-#5 ∠
T/PEDISTAL EL. 105.50
1-#5
#5@12" AT PERIMETER OF PEDESTAL
BEAM AND SLAB REINF. NOT SHOWN FOR CLARITY
EXTEND 4 COLUMN VERTS. INTO PEDESTAL
DETAIL 4
3/4"=1'-0"
S-21
1'-6" SQ. PEDESTAL
DETAIL 5
3/4"=1'-0"
S-21
CONC. FILL, SEE PLAN FOR ELEV.
#5@12" EW, CTR'D.
ALUMINUM GRATING W/GRATING SUPPORT (GS-1) (242)
#5@12
2-#5xCONT.
DETAIL 6
3/4"=1'-0"
S-20
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DR S. A. BOZMAN
CHK J. D. MAXFIELD
APVD M. BUVENDACK
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DEWATERING BUILDING SECTION AND DETAILS
SHEET 57
DWG NO. S-22
DATE JULY 1990
PROJ NO. CNV28703.B3
AS-BUILT 3-93 W.B.


NOTE: SEE ARCHITECTURAL DRAWINGS FOR PREFABRICATED METAL BUILDING AND ROOF PLAN
METAL BUILDING CROSS BRACING, SEE DWG. NO. S-21 FOR LOCATION (TYPICAL 2 PLACES)
ALUMINUM SLUDGE HOPPER, SEE DETAILS 7 S-24 & 8 S-24
SYMMETRICAL
ALUMINUM HANDRAIL W/TOEBOARD 250
ALUMINUM GRATING (TYPICAL) 242
ALUM. CHECKERED 1 243
3-#5xCONT., EF (TYP.)
2-#5xCONT. (TYP.)
#5@12" (TYP.)
#5@12"x4'-0" EF (TYP.)
#5@12" (TYP OF 4 FACES)
#5@6", TOP AND BOTTOM
B/SLAB EL. 104.17
B1
B1 (BEYOND)
B3
B4
B5 (BEYOND)
B6
COLUMN (BEYOND) SEE DETAIL (TYPICAL) 1 S-20
COLUMN (BEYOND), SEE DETAIL (TYP.) 2 S-20
L3X3X1/4" X OPENING WIDTH W/1/2" DIA. X 6" LONG H.A.S. @ 6" O.C. (TYP. AT DRIVE THRU OPENINGS)
CONC. APRON, SEE CIVIL DWG'S., FOR DIMENSIONS AND ELEVATIONS
#5@12" EW, TOP AND BOTTOM
T/CONC. EL. VARIES SEE PLAN
10" CONC. SLAB
T/CONC. EL. VARIES, SEE PLAN
T/FT'G. EL. 81.92 (BEYOND)
SECTION B 3/8"=1'-0" S-20, S-21, S-24
3/4" CHAMFER (TYP.)
1-#5xCONT.
SCALE: 3/4"=1'-0"
B2 (BEYOND)
GROUTED BOND BEAM W/ 2-#5xCONT. @48" OC (TYP.)
12" CMU WALL W/#5 VERT'S. @ 48" OC (TYP.)
HORIZONTAL JOINT REINF. AS SPECIFIED @ 16" OC
#5@12" EF. EXTEND TO LAP W/WALL REINF. (TYP.)
2-LAYERS, 30# FELT
T/FT'G. EL. 81.92
#5@12", TOP AND BOTTOM
1-#5xCONT., TOP AND BOTTOM, EXTEND 3'-0" MIN. INTO COLUMN FOOTING
SECTION C 3/8"=1'-0" S-20, S-21
CH2M HILL
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DR S. A. BOZMAN
CHK J.D. MAXFIELD
APVD M. DUVENDACK
NO. DATE REVISION BY APVD
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WATER RECLAMATION FACILITY NO. 2 CITY OF OCALA, FLORIDA
DEWATERING BUILDING SECTIONS AND DETAILS
SHEET NO. 58
DWG NO. S-23
DATE JULY 1990
PROJ NO. GNV28703.B3
* AS-BUILT 3-93 W.B.

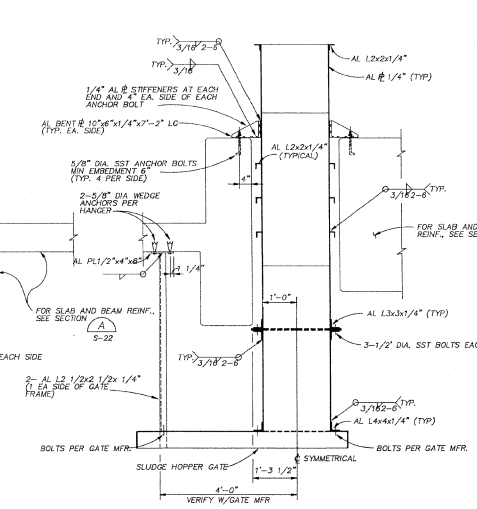
BEAM SCHEDULE

BEAM NO. (SEE PLANS)	SIZE		TOP REINF AT LEFT SUPPORT		BOTTOM REINF		*TOP REINF AT RIGHT SUPPORT		SIDE REINF E.F.	SHEAR REINF		REMARKS
	W	DEPTH OR BOTTOM ELEVATION	T	TC	B	BC	T	TC	S	NO. SIZE	SPACING FROM LEFT SUPPORT	
B1	18"	102.00	2-#8	4-#8	3-#8	4-#8	2-#8	4-#8	2-#7	4	6" MAX	2 LAYERS SEE SECTION A S-22
B2	24"	101.50	3-#9	4-#8	4-#10	4-#10	3-#9	4-#8	2-#7	4	6" MAX *	2 LAYERS SEE SECTION A S-22
B3	18"	102.50	–	6-#6	–	6-#7	–	6-#6	1-#5	4	12" MAX	
B4	18"	102.00	2-#7	3-#7	–	6-#8	2-#7	3-#7	2-#5	4	12" MAX	
B5	16"	103.00	–	3-#6	–	4-#7	–	3-#6	1-#5	4	10" MAX	
B6	34"	103.00	–	6-#6	–	6-#7	–	6-#6	1-#5	4	10" MAX	
B7	18"	102.00	–	4-#7	–	4-#7	–	4-#7	2-#5	4	12" MAX	

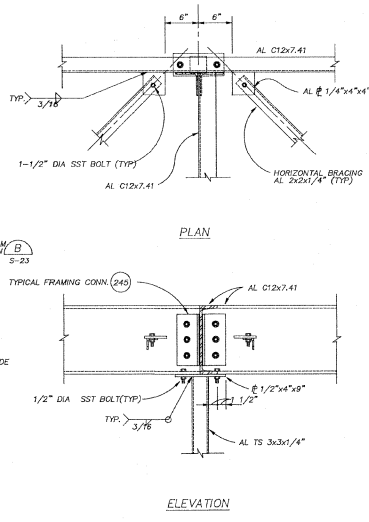
* PROVIDE DOUBLE STIRRUPS



DETAIL 7 3/4"=1'-0" S-23



DETAIL 8 3/4"=1'-0" S-23



DETAIL 9 1 1/2"=1'-0" S-21

DSGN S. A. McCOY
DR B. A. BOZMAN
CHK J.D. MAXFIELD
APVD M. DUVENDACK

NO.	DATE	REVISION	BY	APVD

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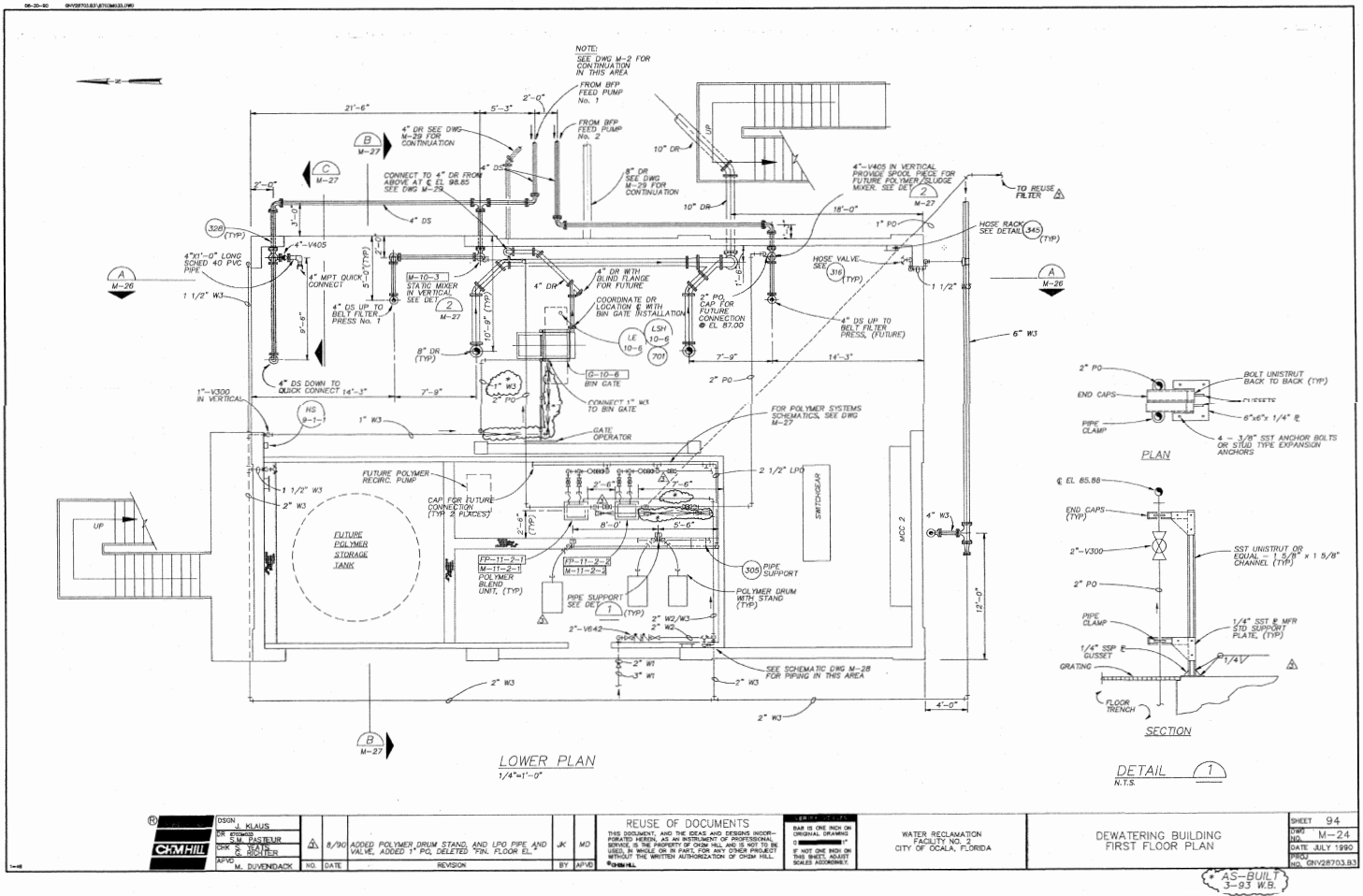
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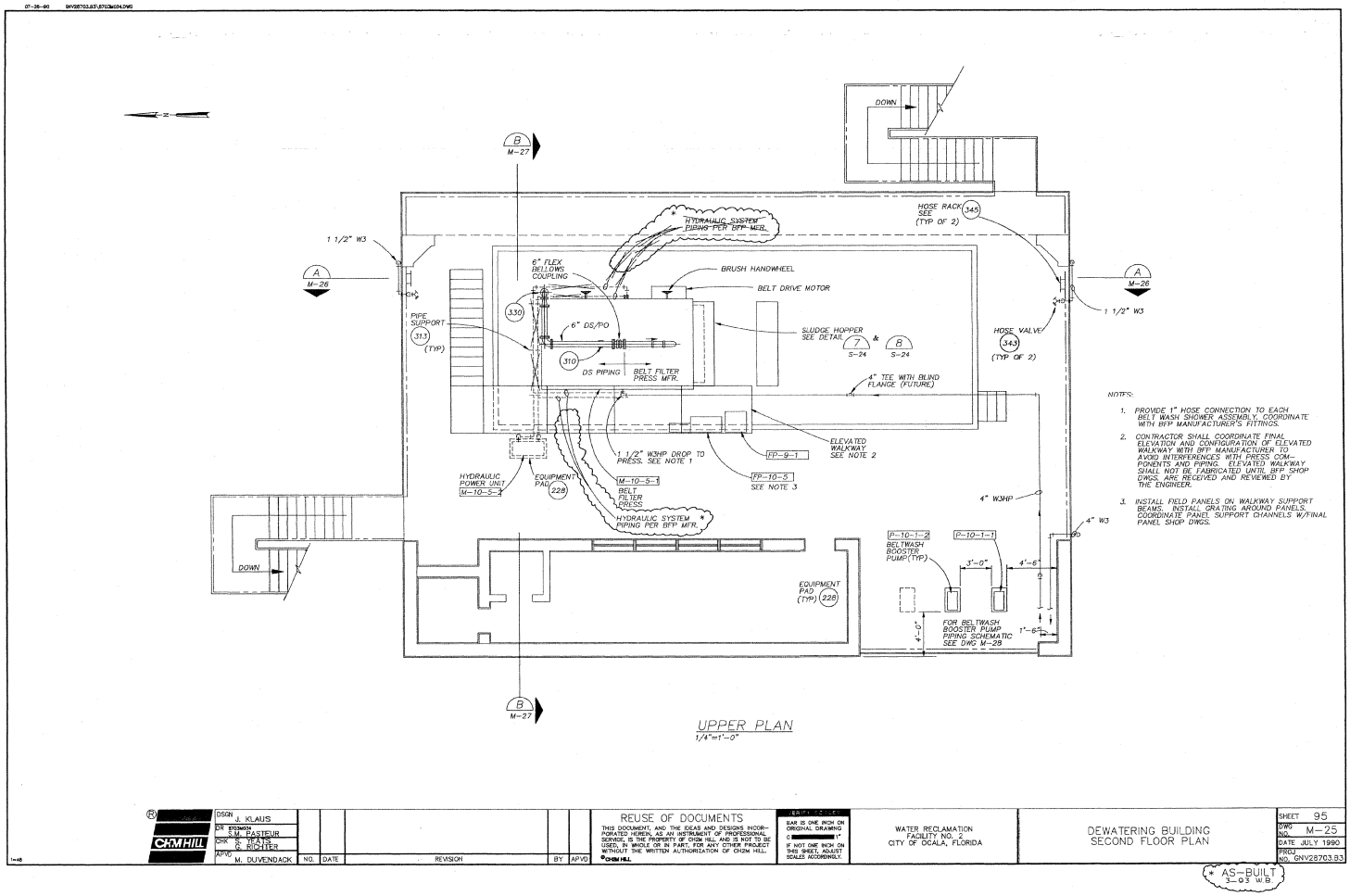
WATER RECLAMATION FACILITY NO. 2
CITY OF OCALA, FLORIDA

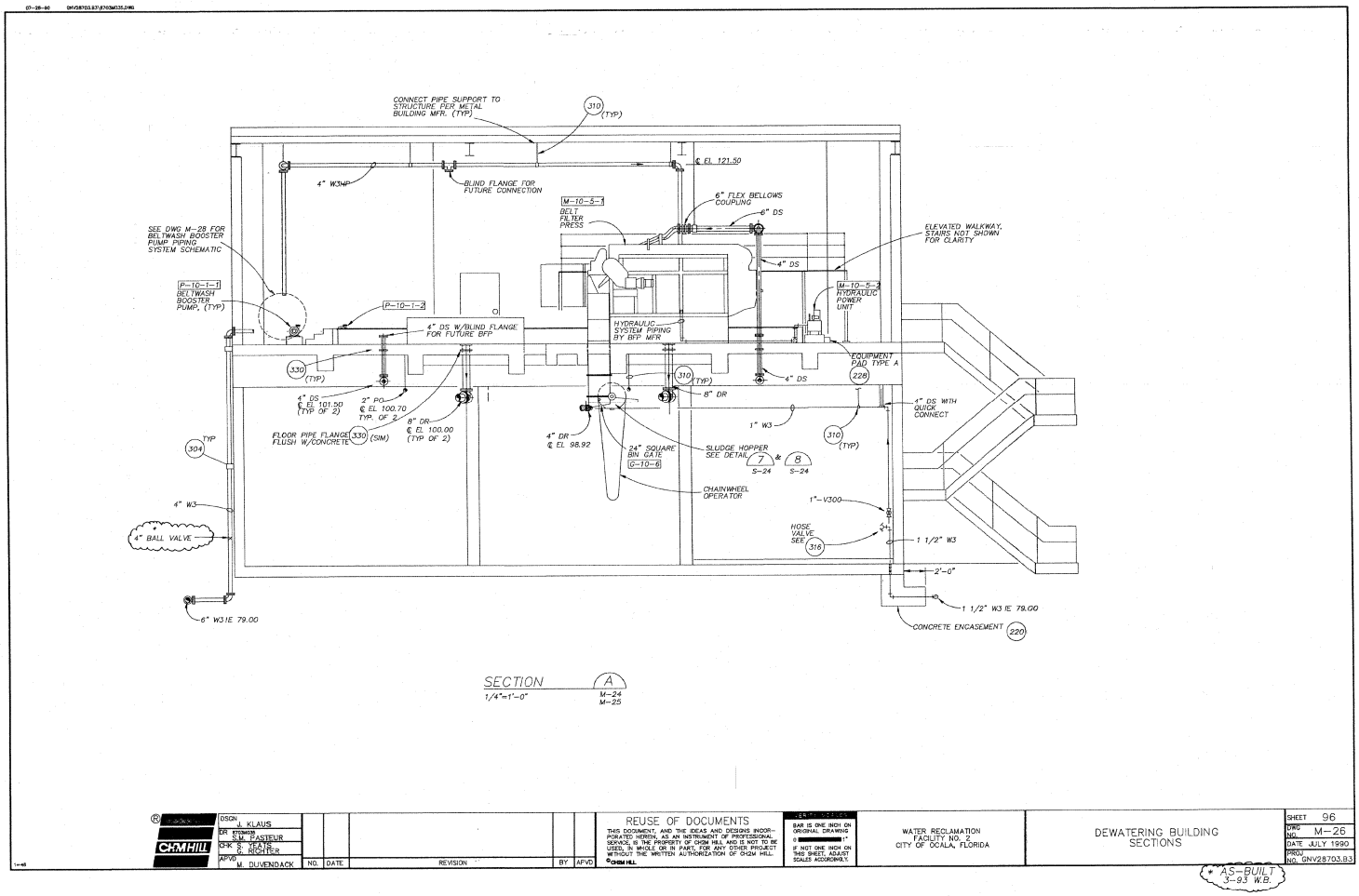
DEWATERING BUILDING BEAM SCHEDULE DETAILS

SHEET 59
DWG NO. S-24
DATE JULY 1990
PROJ NO. GNV28703.B3

* AS-BUILT 3-93 W.B.


NOTE: SEE DWG M-2 FOR CONTINUATION IN THIS AREA
FROM BFP FEED PUMP No. 1
FROM BFP FEED PUMP No. 2
4" DR SEE DWG M-29 FOR CONTINUATION
8" DR SEE DWG M-29 FOR CONTINUATION
CONNECT TO 4" DR FROM ABOVE AT ℄ EL 98.85 SEE DWG M-29
4"-V405 IN VERTICAL PROVIDE SPOOL PIECE FOR FUTURE POLYMER SLUDGE MIXER. SEE DET 2 M-27
TO REUSE FILTER
HOSE RACK SEE DETAIL (345) (TYP)
HOSE VALVE SEE (316) (TYP)
4"x1'-0" LONG SCHED 40 PVC PIPE
4" MPT QUICK CONNECT
4" DS UP TO BELT FILTER PRESS No. 1
M-10-3 STATIC MIXER IN VERTICAL SEE DET 2 M-27
4" DR WITH BLIND FLANGE FOR FUTURE
COORDINATE DR LOCATION & WITH BIN GATE INSTALLATION
2" PO CAP FOR FUTURE CONNECTION @ EL 87.00
4" DS UP TO BELT FILTER PRESS, (FUTURE)
4" DS DOWN TO QUICK CONNECT 14'-3"
1"-V300 IN VERTICAL
G-10-6 BIN GATE
CONNECT 1" W3 TO BIN GATE
GATE OPERATOR
FOR POLYMER SYSTEMS SCHEMATICS, SEE DWG M-27
FUTURE POLYMER RECIRC. PUMP
CAP FOR FUTURE CONNECTION (TYP 2 PLACES)
FUTURE POLYMER STORAGE TANK
FP-11-2-1 M-11-2-1 POLYMER BLEND UNIT, (TYP)
FP-11-2-2 M-11-2-2
PIPE SUPPORT SEE DET 1 (TYP)
PIPE SUPPORT
POLYMER DRUM WITH STAND (TYP)
SWITCHGEAR
MCC 2
SEE SCHEMATIC DWG M-28 FOR PIPING IN THIS AREA
LOWER PLAN
1/4"=1'-0"
PLAN
BOLT UNISTRUT BACK TO BACK (TYP)
END CAPS
GUSSETS
PIPE CLAMP
4 - 3/8" SST ANCHOR BOLTS OR STUD TYPE EXPANSION ANCHORS
℄ EL 85.88
END CAPS (TYP)
SST UNISTRUT OR EQUAL - 1 5/8" x 1 5/8" CHANNEL (TYP)
PIPE CLAMP
1/4" SST ℄ MFR STD SUPPORT PLATE, (TYP)
1/4" SSP ℄ GUSSET
GRATING
FLOOR TRENCH
SECTION
DETAIL 1
N.T.S.
CH2M HILL
DSGN. J. KLAUS
DR. ETOMSC
CHK. S.M. PASTEUR
APVD. S. HOLTS
APVD. S. RICHTER
APVD. M. DUVENDACK
8/90 ADDED POLYMER DRUM STAND, AND LPO PIPE AND VALVE, ADDED 1" PO, DELETED "FIN. FLOOR EL."
REVISION
REUSE OF DOCUMENTS
WATER RECLAMATION FACILITY NO. 2 CITY OF OCALA, FLORIDA
DEWATERING BUILDING FIRST FLOOR PLAN
SHEET 94
DWG NO. M-24
DATE JULY 1990
PROJ NO. GNV28703.83
AS-BUILT 3-9-3 W.B.

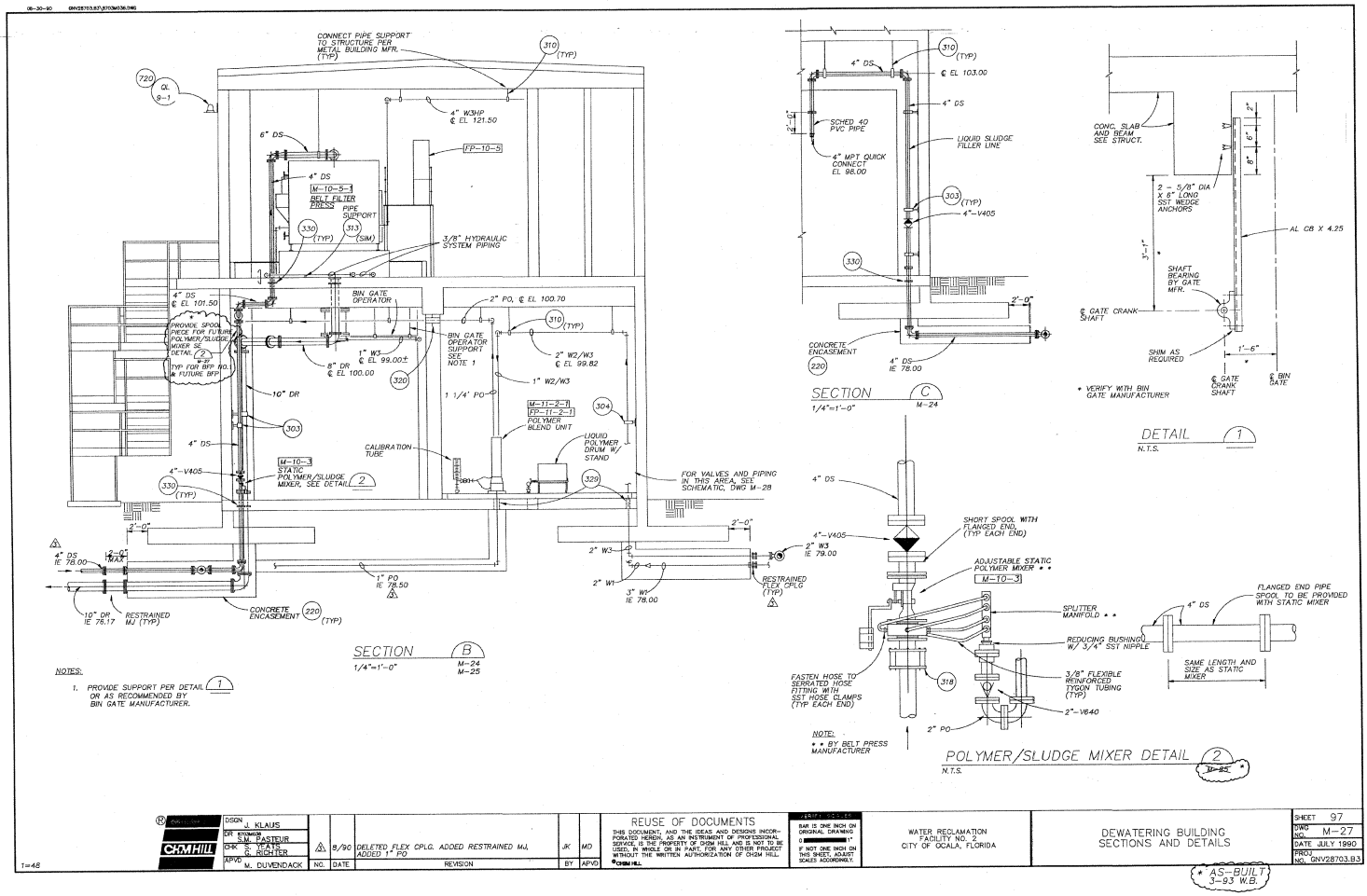

DOWN
B M-27
HOSE RACK SEE (TYP OF 2) 345
HYDRAULIC SYSTEM PIPING PER BFP MFR.
1 1/2" W3
A M-26
6" FLEX BELLOWS COUPLING
BRUSH HANDWHEEL
BELT DRIVE MOTOR
330
PIPE SUPPORT 311 (TYP)
6" DS/PO
SLUDGE HOPPER SEE DETAIL 7 S-24 & B S-24
HOSE VALVE 343 (TYP OF 2)
310
DS PIPING
BELT FILTER PRESS MFR.
4" TEE WITH BLIND FLANGE (FUTURE)
ELEVATED WALKWAY SEE NOTE 2
1 1/2" W3HP DROP TO PRESS. SEE NOTE 1
FP-9-1
FP-10-5 SEE NOTE 3
HYDRAULIC POWER UNIT M-10-S-2
EQUIPMENT PAD 228
M-10-S-1 BELT FILTER PRESS
HYDRAULIC SYSTEM PIPING PER BFP MFR. *
4" W3HP
4" W3
P-10-1-2 BELTWASH BOOSTER PUMP (TYP)
P-10-1-1
3'-0"
4'-6"
EQUIPMENT PAD (TYP) 228
FOR BELTWASH BOOSTER PUMP PIPING SCHEMATIC SEE DWG M-28
4'-0"
1'-6"
NOTES:
1. PROVIDE 1" HOSE CONNECTION TO EACH BELT WASH SHOWER ASSEMBLY. COORDINATE WITH BFP MANUFACTURER'S FITTINGS.
2. CONTRACTOR SHALL COORDINATE FINAL ELEVATION AND CONFIGURATION OF ELEVATED WALKWAY WITH BFP MANUFACTURER TO AVOID INTERFERENCES WITH PRESS COMPONENTS AND PIPING. ELEVATED WALKWAY SHALL NOT BE FABRICATED UNTIL BFP SHOP DWGS. ARE RECEIVED AND REVIEWED BY THE ENGINEER.
3. INSTALL FIELD PANELS ON WALKWAY SUPPORT BEAMS. INSTALL GRATING AROUND PANELS. COORDINATE PANEL SUPPORT CHANNELS W/FINAL PANEL SHOP DWGS.
UPPER PLAN
1/4"=1'-0"
DSGN J. KLAUS
DR S.M. PASTEUR
CHK G. YEAGER G. RICHTER
APVD M. DUVENDACK
NO. DATE REVISION BY APVD
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WATER RECLAMATION FACILITY NO. 2 CITY OF OCALA, FLORIDA
DEWATERING BUILDING SECOND FLOOR PLAN
SHEET 95
DRG NO. M-25
DATE JULY 1990
PROJ NO. GNV28703.83
* AS-BUILT 3-93 WB

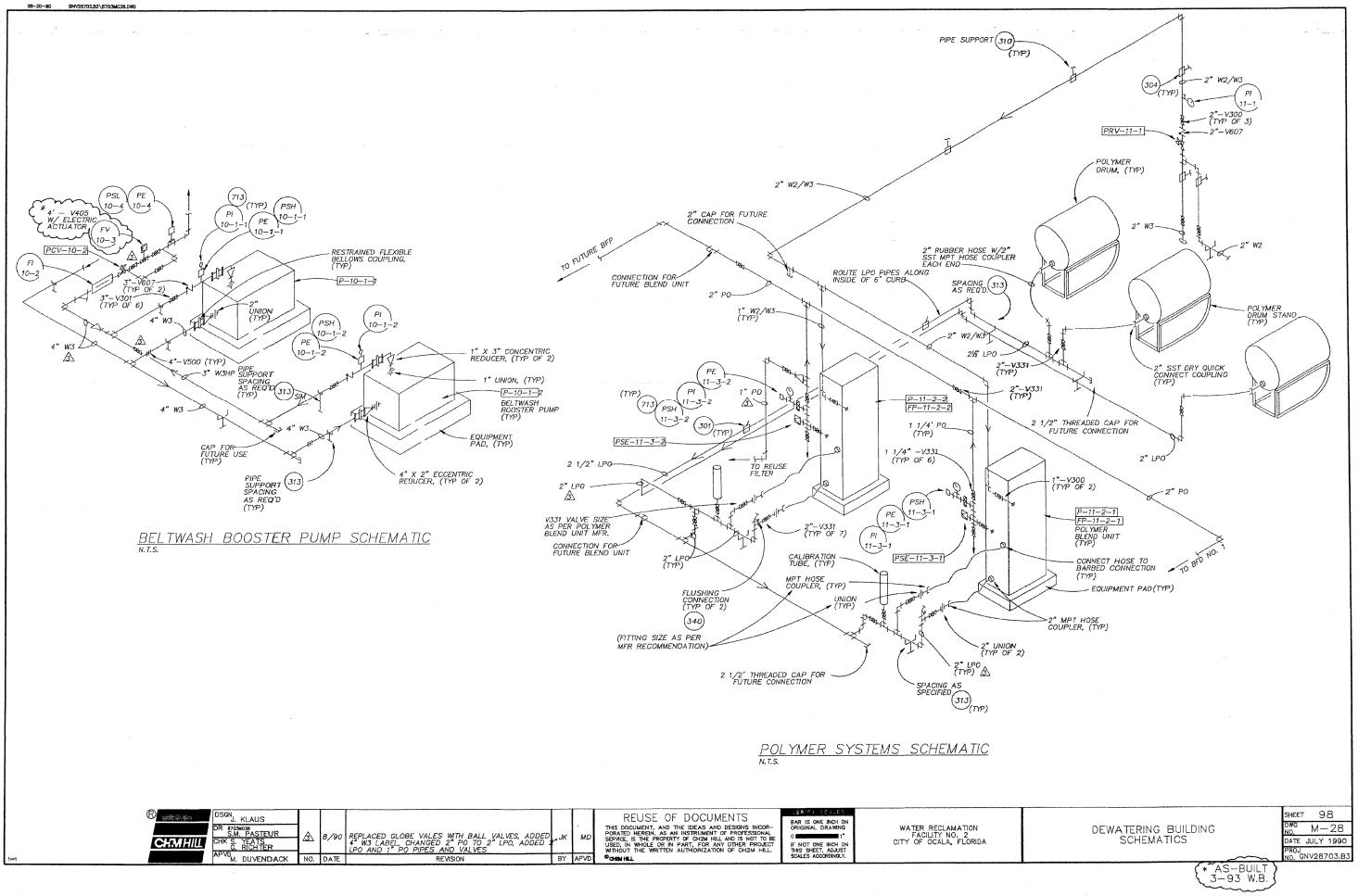


SECTION A
1/4"=1'-0"
M-24
M-25

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AS-BUILT 3-93 W.B.


CONNECT PIPE SUPPORT TO STRUCTURE PER METAL BUILDING MFR. (TYP)
4" W3HP ℄ EL 121.50
FP-10-5
6" DS
4" DS
M-10-5-1 BELT FILTER PRESS PIPE SUPPORT
3/8" HYDRAULIC SYSTEM PIPING
BIN GATE OPERATOR
4" DS ℄ EL 101.50
PROVIDE SPOOL PIECE FOR FUTURE POLYMER/SLUDGE MIXER SEE DETAIL 2 TYP FOR BFP NO.1 & FUTURE BFP
8" DR ℄ EL 100.00±
10" DR
2" PO, ℄ EL 100.70
BIN GATE OPERATOR SUPPORT SEE NOTE 1
2" W2/W3 ℄ EL 99.82
1" W2/W3
1 1/4" PO
M-11-2-1 FP-11-2-1 POLYMER BLEND UNIT
LIQUID POLYMER DRUM W/ STAND
CALIBRATION TUBE
M-10-3 STATIC POLYMER/SLUDGE MIXER, SEE DETAIL 2
4"-V405
FOR VALVES AND PIPING IN THIS AREA, SEE SCHEMATIC, DWG M-28
4" DS IE 78.00
10" DR IE 78.17 RESTRAINED MJ (TYP)
CONCRETE ENCASEMENT (TYP)
1" PO IE 78.50
2" W3
2" W1
3" W1 IE 78.00
RESTRAINED FLEX CPLG (TYP)
SECTION B M-24 M-25 1/4"=1'-0"
NOTES:
1. PROVIDE SUPPORT PER DETAIL 1 OR AS RECOMMENDED BY BIN GATE MANUFACTURER.
4" DS
℄ EL 103.00
SCHED 40 PVC PIPE
LIQUID SLUDGE FILLER LINE
4" MPT QUICK CONNECT EL 98.00
4"-V405
CONCRETE ENCASEMENT
4" DS IE 78.00
SECTION C M-24 1/4"=1'-0"
CONC. SLAB AND BEAM SEE STRUCT.
2 - 5/8" DIA X 6" LONG SST WEDGE ANCHORS
AL CB X 4.25
SHAFT BEARING BY GATE MFR.
℄ GATE CRANK SHAFT
SHIM AS REQUIRED
* VERIFY WITH BIN GATE MANUFACTURER
℄ GATE CRANK SHAFT
℄ BIN GATE
DETAIL 1 N.T.S.
4" DS
SHORT SPOOL WITH FLANGED END, (TYP EACH END)
ADJUSTABLE STATIC POLYMER MIXER * * M-10-3
SPUTTER MANIFOLD * *
REDUCING BUSHING W/ 3/4" SST NIPPLE
3/8" FLEXIBLE REINFORCED TYGON TUBING (TYP)
2"-V640
2" PO
FASTEN HOSE TO SERRATED HOSE FITTING WITH SST HOSE CLAMPS (TYP EACH END)
FLANGED END PIPE SPOOL TO BE PROVIDED WITH STATIC MIXER
SAME LENGTH AND SIZE AS STATIC MIXER
NOTE: * * BY BELT PRESS MANUFACTURER
POLYMER/SLUDGE MIXER DETAIL 2 M-25 N.T.S.
CHMHILL
DSGN J. KLAUS
DR S.M. PASTEUR
CHK S. YEAGER
APVD M. DUVENDACK
9/90 DELETED FLEX CPLG. ADDED RESTRAINED MJ, ADDED 1" PO JK MD
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WATER RECLAMATION FACILITY NO. 2 CITY OF OCALA, FLORIDA
DEWATERING BUILDING SECTIONS AND DETAILS
SHEET 97
DWG NO. M-27
DATE JULY 1990
PROJ NO. GNV28703.B3
1=48
* AS-BUILT 3-93 W.B.



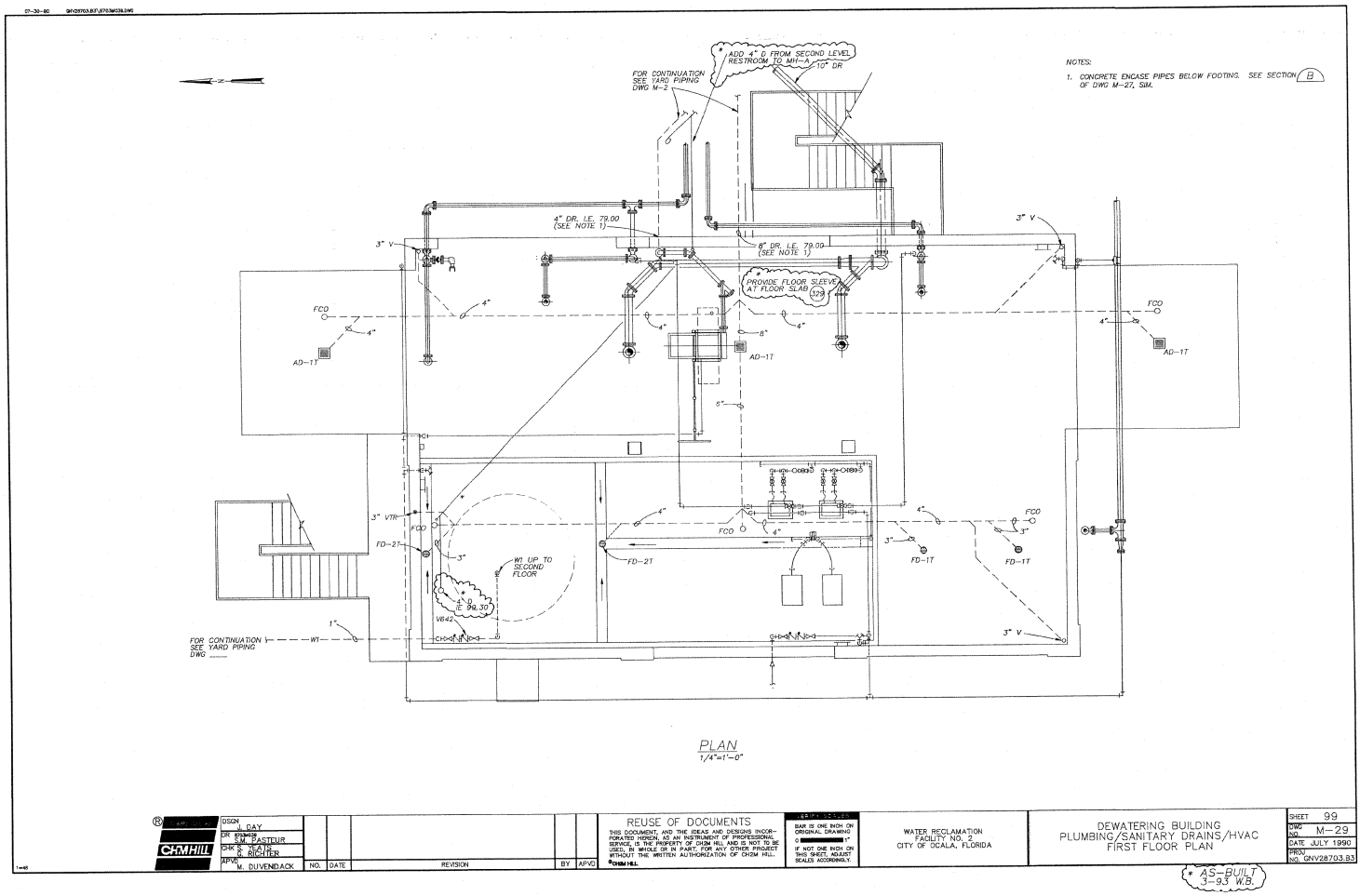
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		1	8/90	REPLACED GLOBE VALES WITH BALL VALVES, ADDED 4" W3 LABEL, CHANGED 2" PO TO 2" LPO, ADDED 2" LPO AND 1" PO PIPES AND VALVES	JK	MD	BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

WATER RECLAMATION FACILITY NO. 2
CITY OF OCALA, FLORIDA

DEWATERING BUILDING SCHEMATICS

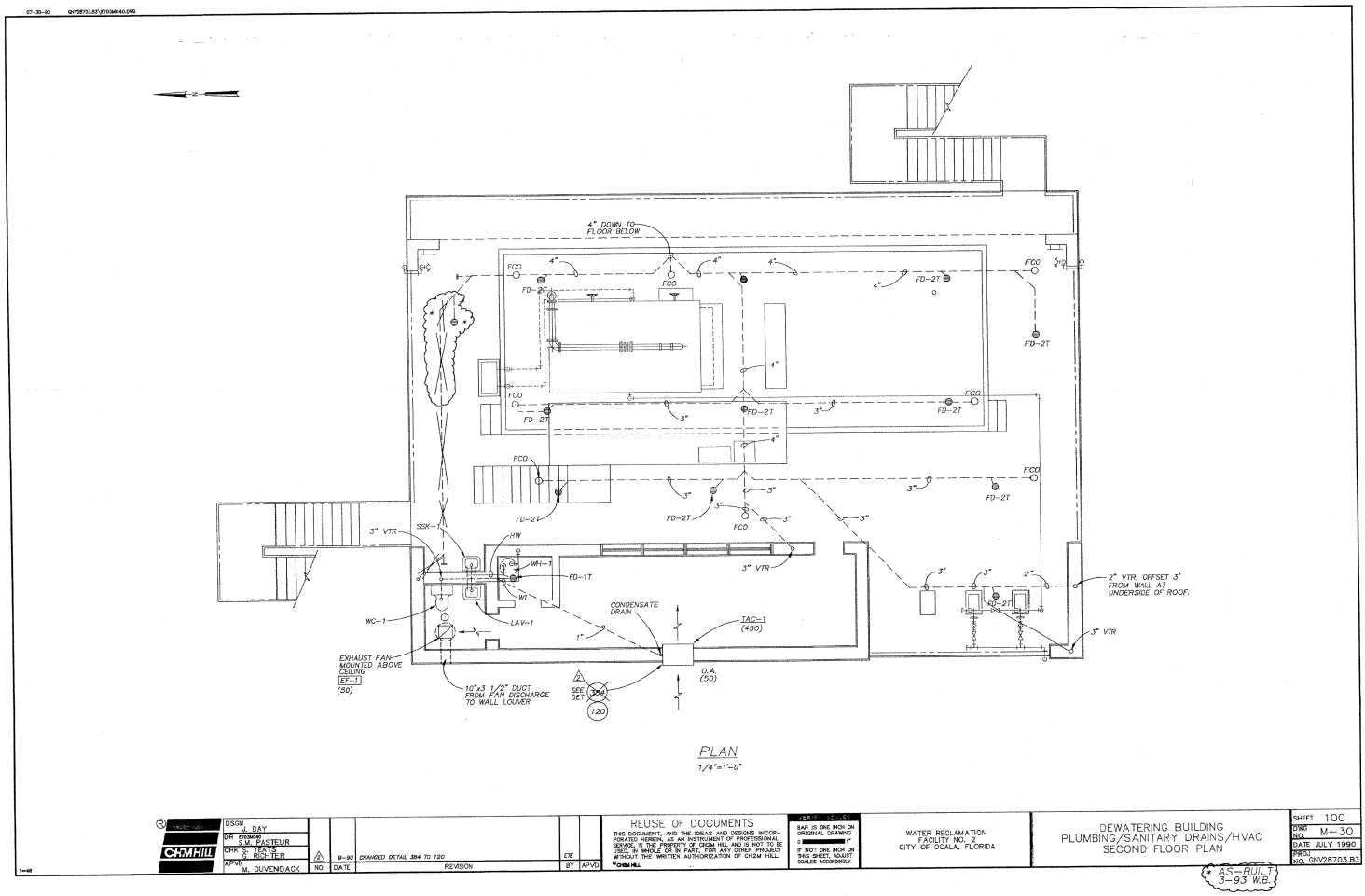
SHEET 98
DWG NO. M-28
DATE JULY 1990
PROJ. NO. GNV28703.B3

* AS-BUILT 3-93 W.B.



CH2M HILL	DSGN L. DAY DR E.V.M. S.M. PASTEUR CHK S. PLANE G. RICHTER APVD M. DUVENDACK	NO.	DATE	REVISION	BY	APVD	REUSE OF DOCUMENTS THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREON AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF CH2M HILL AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CH2M HILL. ©CH2M HILL BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	WATER RECLAMATION FACILITY NO. 2 CITY OF OCALA, FLORIDA	DEWATERING BUILDING PLUMBING/SANITARY DRAINS/HVAC FIRST FLOOR PLAN	SHEET 99 DWG NO. M-29 DATE JULY 1990 PROJ NO. GNV28703.B3

* AS-BUILT 3-93 W.B.



CH2M HILL

DSGN J. DAY
DR S.M. PASTEUR
CHK S. YEATS
S. RICHTER
APVD M. DUVENDACK

NO.	DATE	REVISION	BY	APVD
1	9-90	CHANGED DETAIL 3/A4 TO 120	ETE	

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VERIFY SCALE

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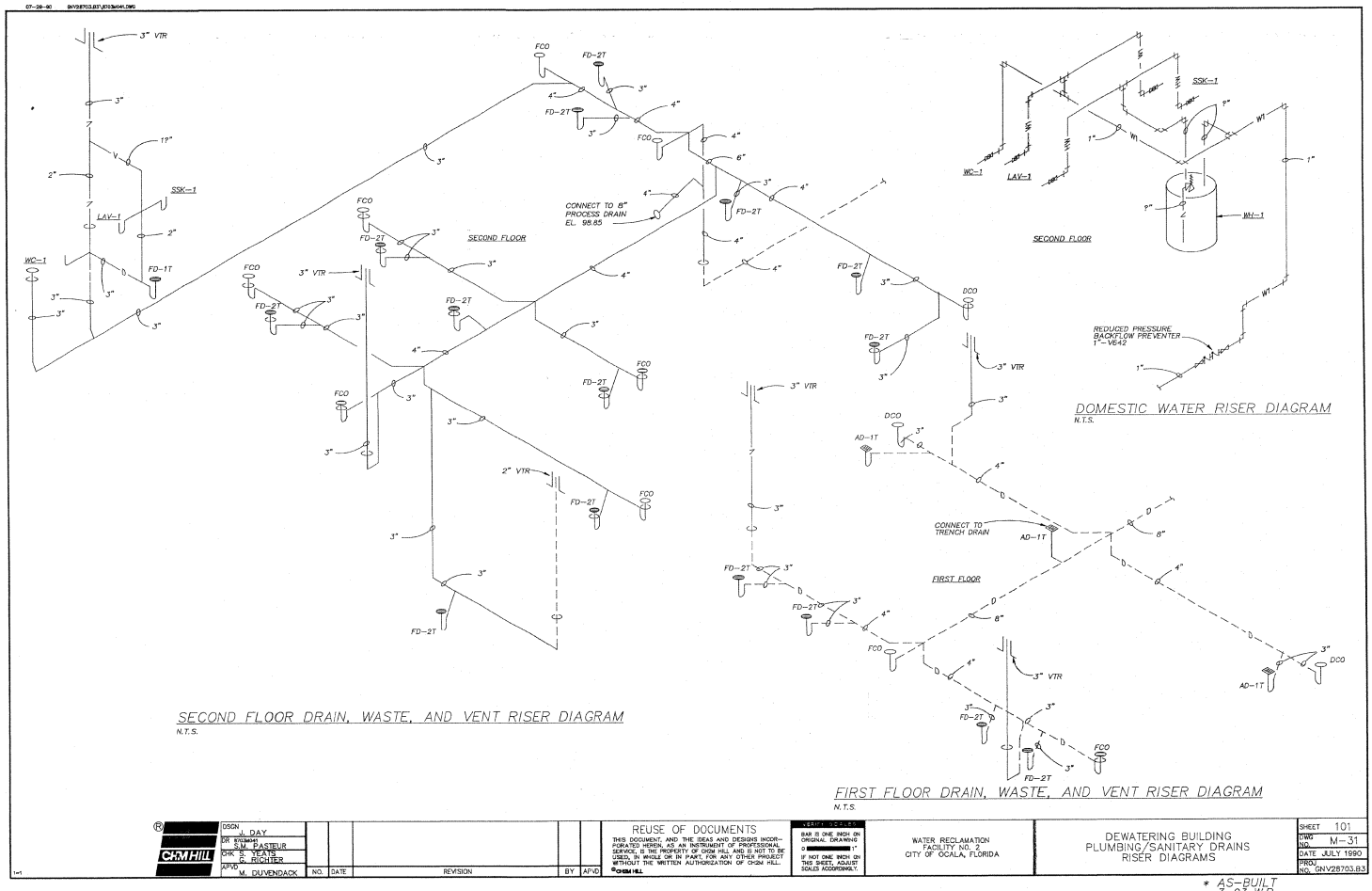
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WATER RECLAMATION FACILITY NO. 2
CITY OF OCALA, FLORIDA

DEWATERING BUILDING
PLUMBING/SANITARY DRAINS/HVAC
SECOND FLOOR PLAN

* AS-BUILT 3-93 W.B.

SHEET 100
DWG M-30
DATE JULY 1990
PROJ NO. GNV28703.B3



* AS-BUILT
3-9.3 W.B.

PRIME SOLUTION ROTARY FAN PRESS® PILOT TESTING REPORT FOR SLUDGE DEWATERING

Taylor - WWTP (Taylor, AZ)



Testing Date(s): April 26th – April 27th, 2016

PRIME SOLUTION

DEWATERING PERFORMANCE SIMPLIFIED

Prime Solution, Inc.
610 S. Platt Street
Otsego, MI 49078
(269) 694-6666
www.psirotary.com

Table of Contents

Key Information……3

Summary……4

Equipment Description……4 - 5

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On-Site Pictures……...13

Conclusion……14

Key Information:

Plant Site:	Taylor - WWTP 425 Paper Mill Rd. Taylor, AZ 85939
Plant Contact:	Mr. Jeff Foster (928) 536-7366
Prime Solution Sales Representative:	Western Environmental Equipment Mr. Dennis Gamache (480) 607-2884 dgamache@weeci.com
Testing Date(s):	April 26th – 27th, 2015
Prime Solution Pilot Equipment:	RFP36 Rotary Fan Press 2.0
Application Type:	Municipal
Plant MGD:	300,000 GPD
Sludge Type:	Aerated / Aerobic
Process Type:	Extended Aeration
Sludge Age:	~20 Days
Feed Solids Range:	0.56 – 0.78% TS
Volatile Solids Range:	60 - 75% TVS
Dry Cake Solids Range:	**16.8 – 19.9% TS**
Averaged Dry Cake Solids:	**18% TS**
Averaged Capture Rate:	99.7% TSS
Averaged Active Polymer Usage:	20.85 lbs/dry ton
Press Energy Usage:	1.29 kW
Lab(s):	Prime Solution, Inc.
Prime Solution Regional Sales Manager:	Mr. Joe Dendel (616) 540-0500 joe@psirotary.com
Report Prepared By:	Mrs. Randi Yeaman (269) 694-6666 ryeaman@psirotary.com
Report #:	PR160504-1

Summary:

On-site pilot testing was performed by Prime Solution, Inc. on April 26th – 27th, 2016 for Taylor - WWTP in Taylor, AZ. The purpose of the pilot test was to determine the dewaterability of the Industrial Extended Aerated Sludge that is produced at the Plant. The results listed in this report confirm that the Rotary Fan Press can effectively dewater the sludge produced at the Plant.

The Rotary Fan Press operated consistently over the two (2) day trial period with a total number of fifteen (15) samples pulled at various sludge flow rates. All samples were collected and tested by Prime Solution. The cake solids ranged in dryness from 16.8 – 19.9% TS during the testing period with excellent capture rates averaging 99.7% TSS.

A formal proposal for capital purchase of a unit can be provided upon request.

Equipment Description:

The mobile pilot unit that was used for the testing is a full-scale Prime Rotary Fan Press® Model #RFP36-2.0 including all of the necessary equipment to condition the sludge/slurry, pump the filtrate back to the plant and transfer the dewatered cake solids for disposal.

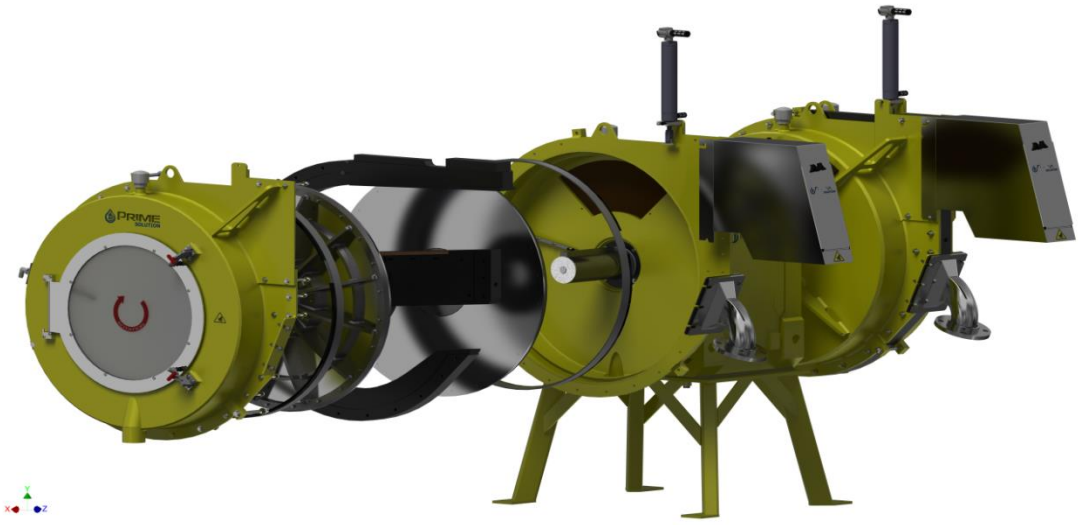
➢ RFP36 Rotary Fan Press (2.0)	➢ In-Line Grinder
➢ PrimeBlend Emulsion Polymer System	➢ Flocculator Assembly
➢ Rotary Lobe Sludge Feed Pump	➢ Folding Sludge Cake Conveyor
➢ Wash Water Booster Pump	➢ Central Operator Control Panel
➢ Filtrate Pump w/ Float Control	➢ Chemical Feed System

The Prime Rotary Fan Press® operates using the low differential pressure between the incoming conditioned sludge and the outgoing sludge cake combined with the very slow (<1 rpm) rotational motion of the two (2) filter screens to advance the sludge through the press. As the conditioned sludge enters the annular space between the filter screens a pressure differential develops within the press where the liquid portion of the conditioned sludge seeks to the path of least resistance through the filter screens. The remaining solids are collected inside the annular space between the filter screens which advance towards the discharge end of the press. At the discharge end of the press, an adjustable restrictor gate arm slows down the advancing solids forming a “cake” plug. As the plug builds within the restriction discharge area, it pushes towards the inside walls of the filter screens and the slow rotation/friction of the filter screens continuously moves the cake solids past the restrictor gate arm to be discharged for disposal or further processing. Operation of the Prime Rotary Fan Press® can either be continuous or intermittent depending on your application. Clean-up is a simple push of a button which will automatically run the wash cycle.



Equipment Description Continued:

The totally enclosed, slow moving (<1 rpm), small footprint design with the lowest maintenance of any mechanical dewatering technology provides for long sustainable dewatering.

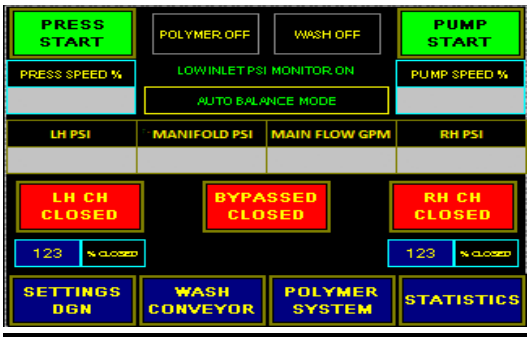


Basic construction of the Prime Rotary Fan Press®

The Rotary Fan Press has very few mechanical parts as illustrated above. The simple slow moving dewatering channel assembly provides for a clean enclosed working environment, long service life and with standard tools any adjustments and/or repairs can be completed simply and quickly.

The dewatering rate is scalable by multiplying the throughputs (sludge flow & solids loading) listed in the pilot test data table on page 7 by the square foot of filtration area/channel of each of the Base Model Rotary Fan Press sizes listed below.	
Base Model RFP	**Filtration Area**
RFP24"	4.5 ft²/channel
RFP36"	10.9 ft²/channel
RFP48"	20.0 ft²/channel

The unit is controlled by a PLC touch screen which provides fine adjustments of the system. This system gives infinite control of the unit and allows for accurate detailed refinement of the operating parameters. From the touch screen the operator has the option to control the dewatering process from the sludge feed all the way through to the sludge cake transfer, thus interlocking the entire system for semi-automatic operation.



Pilot Testing Results:

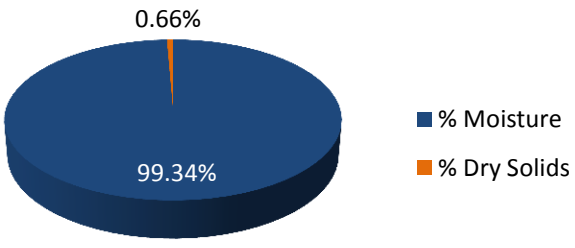
The Rotary Fan Press was on-site at Taylor - WWTP for 2 days (April 26th – 27th, 2016) and operated at varying flow rates, polymer types and polymer dosages. Day one April 26th was used as set up, then that day and the following day several samples were taken of the sludge cake/filtrate and split with the plant for analysis. Using different polymers at different concentrations showed varying results, which was noted on the last day the mixing energy used to blend the polymer with the sludge had an equal effect on the cake solid dryness.

Results Overview:
Sludge flow ranged 1.4 – 4.0 gpm/ft², Averaged feed solids were 0.66% TS, Solids loading ranged 4.2 – 11.7 lbs/hr/ft², Averaged cake solids were 18% TS, Capture rates averaged 99.7% TSS, Averaged press energy was 1.29 kW for the testing period.

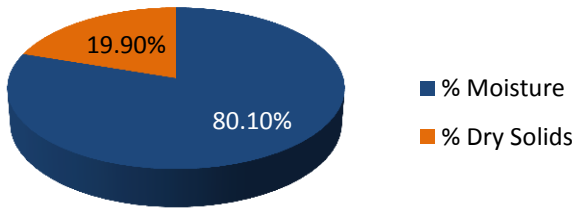
Polymer Consumption:
Drawing the sludge into the Rotary Fan Press system and at the suction side of the pump, the diluted/blended polymer was added to the incoming sludge where it was mixed in-line to form a stable floc before entering the dewatering channel(s) of the Rotary Fan Press. The averaged polymer dosage for the pilot testing was 20.85 active lbs/dry ton.

The Table On The Following Page Details The Following:
Date and time of sample collection, Rotary Fan Press operating parameters: press speed %, energy usage (press kW), inlet and gate pressures, polymer results, sludge processing flow (gpm/ft²), feed solid concentration (% TS), solids loading (lbs/hr/ft²), cake solids (%TS) and capture rate (mg/L & %TSS).

Averaged Feed Solids
% Moisture vs. % Dry Solids



Maximum Cake Solids
% Moisture vs. % Dry Solids



Pilot Testing Results Continued:

Plant: Taylor - WWTP

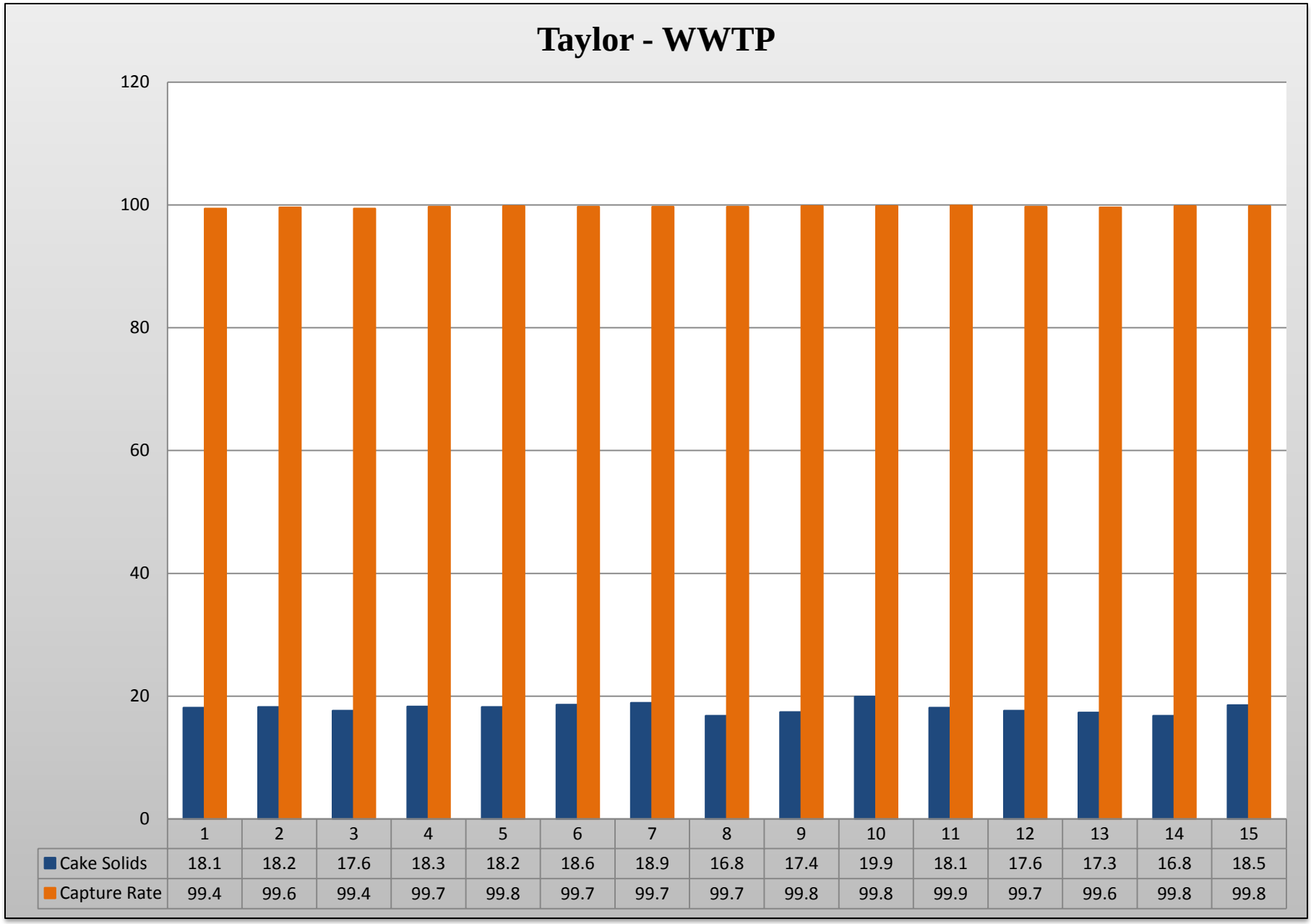
Sludge Type: Municipal

Process: Extended Aeration

Base Model Pilot Equipment: RFP36 – Rotary Fan Press 2.0

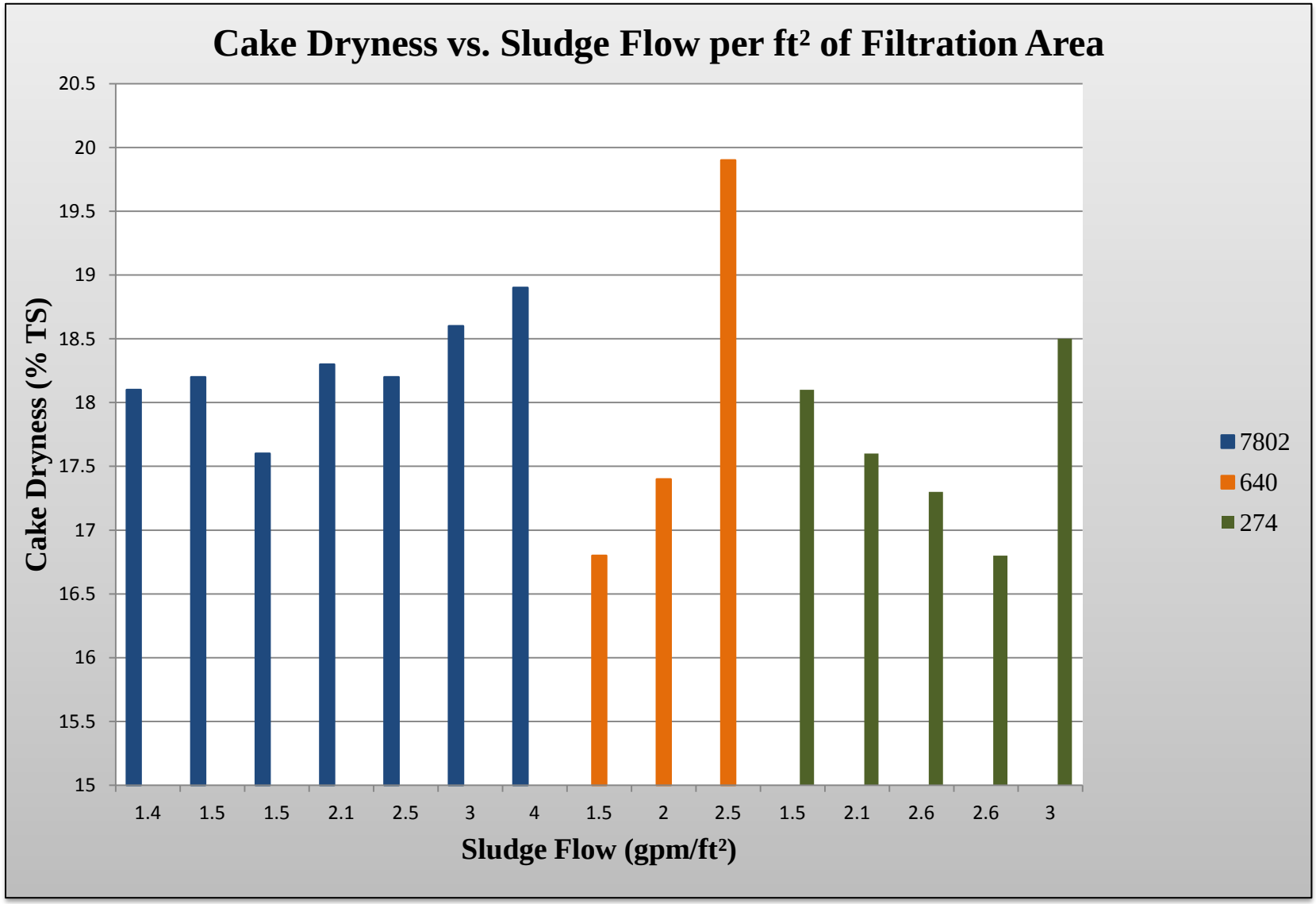
Sampling			Rotary Fan Press						Polymer						Results					
Run #	Date	Time	Model Type	Filt. Area ft²	Press Speed %	Press Energy kW	Inlet PSI	Gate PSI	Type	Neat Flow gph	Dil. Water gpm	Conc. %	Act. %	Active lbs/d.t.	Sludge Flow gpm/ft²	Feed Solids %TS	Solids Loading lbs/hr/ft²	**Cake Solids %TS**	Capture Rate mg/L	Capture Rate %TSS
1	4/26	9:29	RFP36 -2.0	10.9	50	0.42	1.45	30	7802	0.110	1.5	0.12	40	17.3	1.4	0.63	4.4	**18.1**	356	99.4
2	4/26	9:40	RFP36 -2.0	10.9	50	0.42	1.56	30	7802	0.110	1.4	0.13	40	16.2	1.5	0.63	4.7	**18.2**	238	99.6
3	4/26	9:52	RFP36 -2.0	10.9	50	0.42	1.8	30	7802	0.110	1.4	0.13	40	16.2	1.5	0.63	4.7	**17.6**	372	99.4
4	4/26	1:20	RFP36 -2.0	10.9	60	0.45	1.4	30	7802	0.248	1.4	0.29	40	26.1	2.1	0.63	6.6	**18.3**	158	99.7
5	4/26	1:47	RFP36 -2.0	10.9	60	0.46	1.5	30	7802	0.165	1.5	0.18	40	14.6	2.5	0.63	7.9	**18.2**	154	99.8
6	4/26	2:05	RFP36 -2.0	10.9	60	0.47	2.4	30	7802	0.468	1.6	0.49	40	34.4	3.0	0.63	9.5	**18.6**	180	99.7
7	4/26	2:30	RFP36 -2.0	10.9	60	0.44	2.1	30	7802	0.441	1.8	0.41	40	27.4	4.0	0.56	11.2	**18.9**	154	99.7
8	4/26	2:46	RFP36 -2.0	10.9	60	0.44	1.55	30	640	0.110	1.8	0.10	40	18.2	1.5	0.56	4.2	**16.8**	182	99.7
9	4/26	3:05	RFP36 -2.0	10.9	55	0.46	1.03	30	640	0.193	1.8	0.18	40	24	2.0	0.56	5.6	**17.4**	116	99.8
10	4/26	3:30	RFP36 -2.0	10.9	75	0.50	1.6	30	640	0.482	1.8	0.44	40	47.9	2.5	0.56	7	**19.9**	136	99.8
11	4/27	8:55	RFP36 -2.0	10.9	75	0.50	1.02	30	274	0.110	1.7	0.11	40	13.1	1.5	0.78	5.9	**18.1**	102	99.9
12	4/27	9:10	RFP36 -2.0	10.9	60	0.47	1.3	30	274	0.165	1.7	0.16	40	14	2.1	0.78	8.2	**17.6**	232	99.7
13	4/27	9:25	RFP36 -2.0	10.9	60	0.47	1.8	30	274	0.220	1.7	0.22	40	15.1	2.6	0.78	10.1	**17.3**	300	99.6
14	4/27	9:40	RFP36 -2.0	10.9	40	0.45	1.5	40	274	0.220	1.7	0.22	40	15.1	2.6	0.78	10.1	**16.8**	190	99.8
15	4/26	9:50	RFP36 -2.0	10.9	40	0.45	1.5	40	274	0.220	1.7	0.22	40	13.1	3.0	0.78	11.7	**18.5**	138	99.8

Pilot Testing Results Continued:

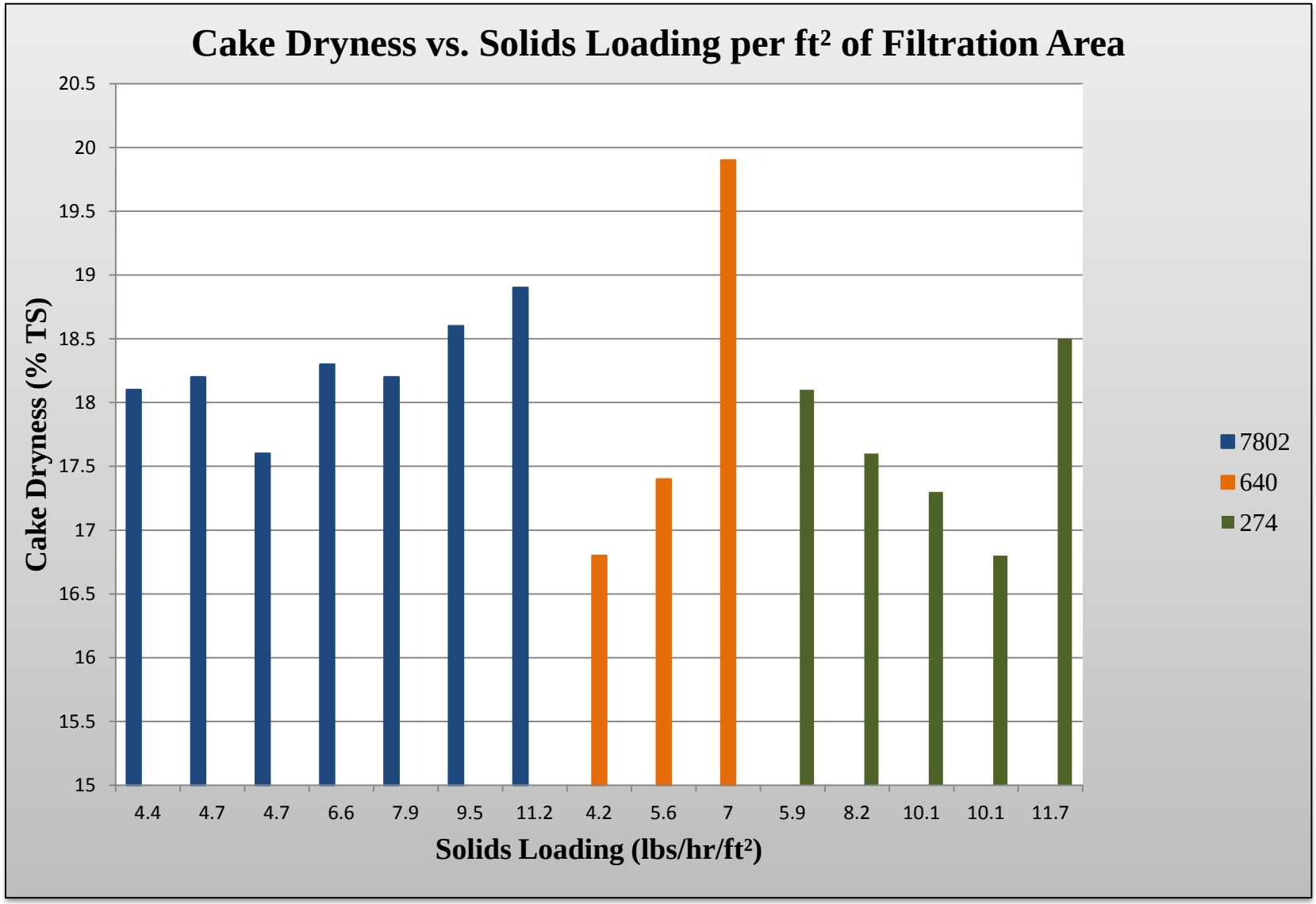


	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Cake Solids	18.1	18.2	17.6	18.3	18.2	18.6	18.9	16.8	17.4	19.9	18.1	17.6	17.3	16.8	18.5
Capture Rate	99.4	99.6	99.4	99.7	99.8	99.7	99.7	99.7	99.8	99.8	99.9	99.7	99.6	99.8	99.8

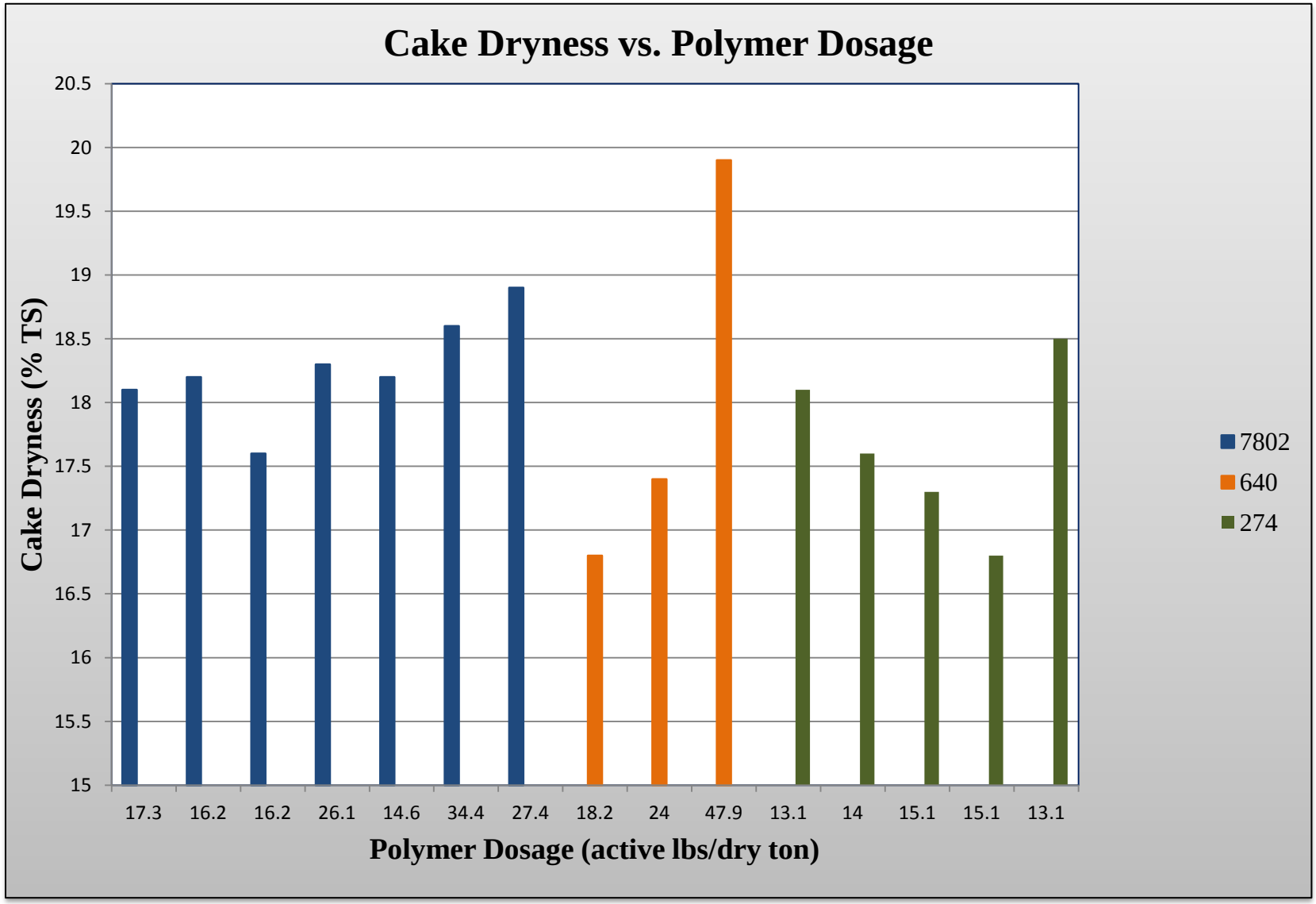
Pilot Testing Results Continued:



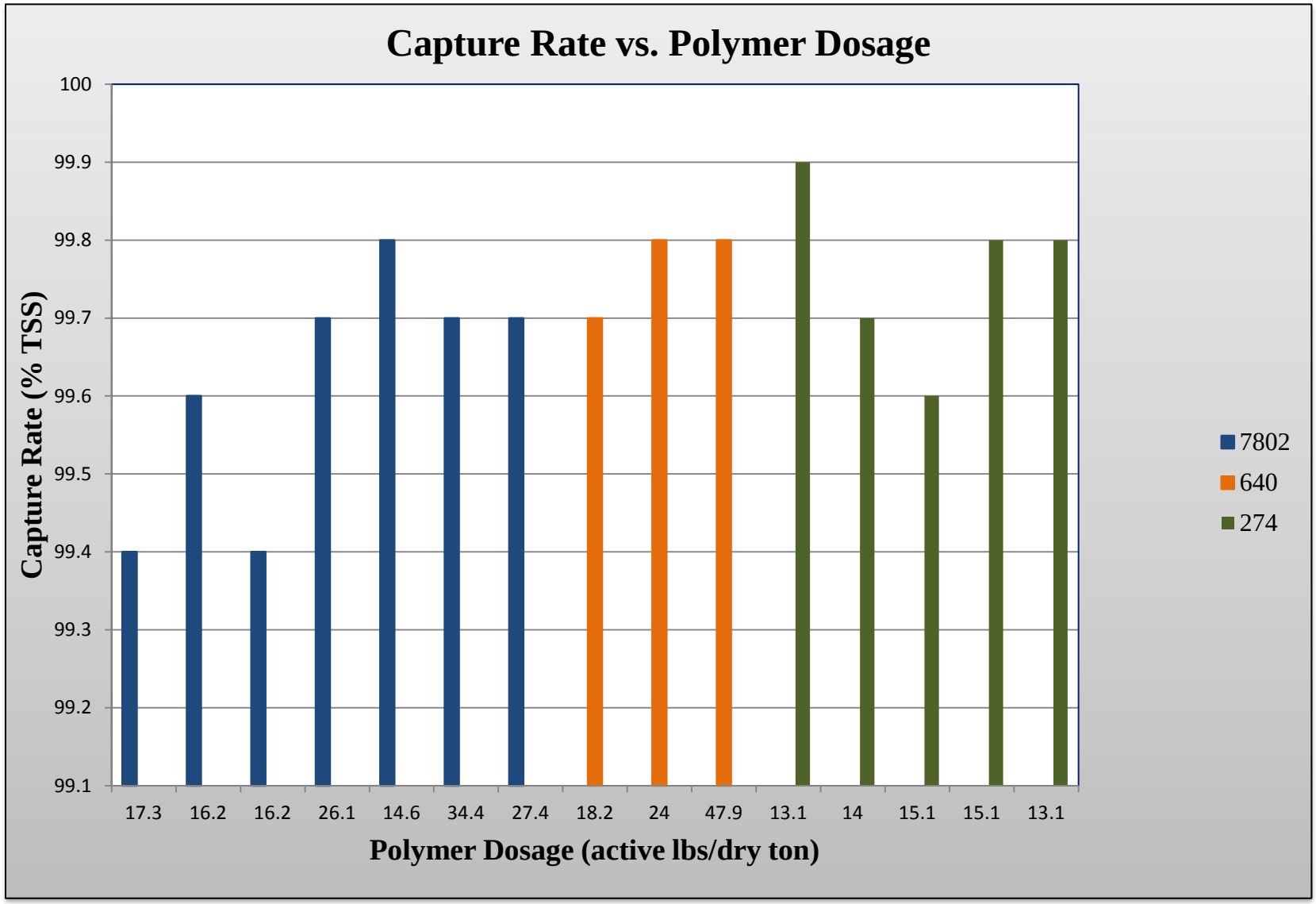
Pilot Testing Results Continued:



Pilot Testing Results Continued:



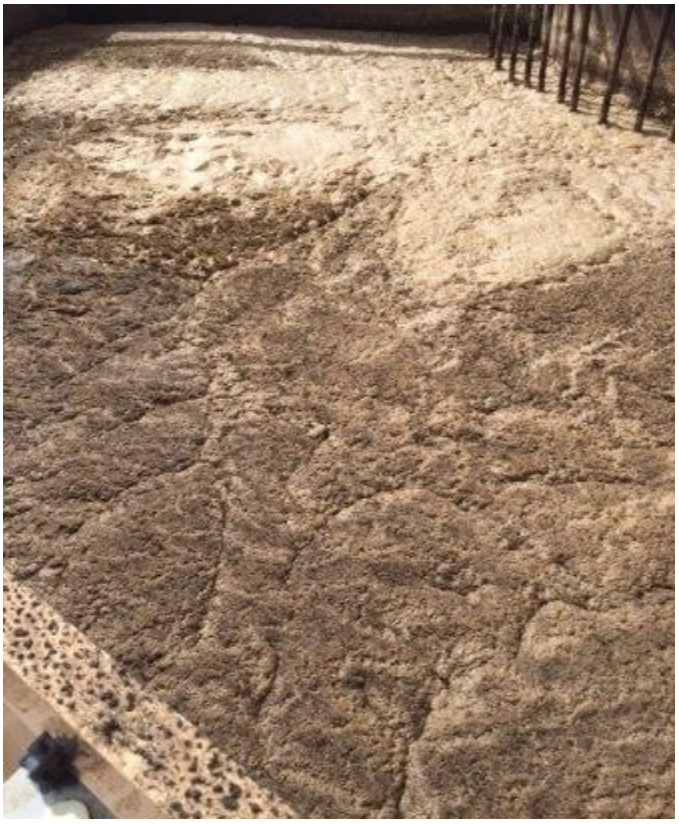
Pilot Testing Results Continued:



On-Site Pictures:











Conclusion:

This demonstration successfully illustrated the simplicity, ease-of-use and semi-automatic operation of the Rotary Fan Press, along with its ability to consistently produce dry cake solids — while using low energy and wash water. The totally enclosed design of the Rotary Fan Press provided a clean and safe work environment that virtually eliminated odors and airborne contaminants. This environment promotes prolonged equipment and building life.

Along with ease-of-operation, low maintenance requirements were demonstrated and discussed with plant operators and engineers — as well as, the RFP's ease of installation into existing facilities. Due to its small footprint, it does not require special building modifications.

Prime Solution, Inc. and Western Environmental Equipment would like to express their gratitude to the Taylor – WWTP in Taylor, AZ, and everyone involved, for the opportunity and support that made this pilot possible. We look forward to providing equipment that will suit the needs of the Plant.

Mr. Joe Dendel
Regional Sales Manager
Phone: (616) 540-0500
E-Mail: joe@psirotary.com
Web: www.psirotary.com

PRIME SOLUTION ROTARY FAN PRESS® PILOT TESTING REPORT FOR SLUDGE DEWATERING

Carlsbad WWTP, Carlsbad, NM

Testing Date(s): September 20th, 2017

PRIME SOLUTION

DEWATERING PERFORMANCE SIMPLIFIED

Prime Solution, Inc.
610 S. Platt Street
Otsego, MI 49078
(269) 694-6666
www.psirotary.com

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Pilot Summary……4

Pilot Equipment Description……4

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Pilot On-Site Pictures……14

Conclusion……15

Key Information:

Plant Site:	Carlsbad WWTP 45 Tell Tale Ln. Carlsbad, NM 88220
Plant Contact:	Joe Harvey (575) 887-5412 wastewater@cityofcarlsbadnm.com
Prime Solution Sales Representative:	Falcon Environmental Corp. Adam Pelican (308) 750-4203 adam@fecal.us
Testing Date(s):	September 20th, 2017
Prime Solution Pilot Equipment:	RFP2.0-24S Rotary Fan Press 2.0
Application Type:	Municipal
Sludge Type:	Activated Secondary
Process Type:	Aerobic Digester
Sludge Age:	~60 Days
Feed Solids Ranged:	2.21% – 2.24% TS
Volatile Solids Ranged:	63.4% – 65.1% TVS
Maximum Dry Cake Solids:	**21.3% TS**
Averaged Dry Cake Solids:	**20.7% TS**
Averaged Capture Rate:	99.3% TSS
Averaged Active Polymer Usage:	16.95 lbs/dry ton
Averaged Press Energy Usage:	0.40 kW
Lab(s):	Prime Solution, Inc.
Prime Solution Regional Sales Manager:	Mr. Joe Dendel (616) 540-0500 joe@psirotary.com
Report Prepared By:	Mrs. Randi Yeaman (269) 694-6666 ryeaman@psirotary.com
Report #:	PR170928-1

Pilot Summary:

On-site pilot testing was performed by Prime Solution, Inc. on September 20th, 2017 for the Carlsbad WWTP in Carlsbad, NM. The purpose of the pilot test was to determine the dewaterability of the Municipal Activated Secondary Aerobic Digested Sludge that is produced at the Plant. The results listed in this report confirm that the Rotary Fan Press 2.0 can effectively dewater the sludge produced at the Plant.

The Rotary Fan Press operated consistently over the one (1) day trial period with a total number of eight (8) samples pulled at various sludge flow rates. All the samples were collected and tested by Prime Solution. The maximum cake solids achieved was 21.3% TS during the testing period with excellent capture rates averaging 99.3% TSS.

Piloting Equipment Description:

The mobile pilot unit that was used for the testing is a full-scale Prime Rotary Fan Press® Model #RFP2.0-24S including all of the necessary equipment to condition the sludge/slurry, pump the filtrate back to the plant and transfer the dewatered cake solids for disposal.

➢ RFP2.0-24S Rotary Fan Press (2.0)	➢ In-Line Grinder
➢ PrimeBlend Emulsion Polymer System	➢ Flocculator Assembly
➢ Rotary Lobe Sludge Feed Pump	➢ Folding Sludge Cake Conveyor
➢ Wash Water Booster Pump	➢ Central Operator Control Panel
➢ Filtrate Pump w/ Float Control	➢ Chemical Feed System

The Prime Rotary Fan Press® operates using the low differential pressure between the incoming conditioned sludge and the outgoing sludge cake combined with the very slow (<1 rpm) rotational motion of the two (2) filter screens to advance the sludge through the press. As the conditioned sludge enters the annular space between the filter screens a pressure differential develops within the press where the liquid portion of the conditioned sludge seeks to the path of least resistance through the filter screens. The remaining solids are collected inside the annular space between the filter screens which advance towards the discharge end of the press. At the discharge end of the press, an adjustable restrictor gate arm slows down the advancing solids forming a “cake” plug. As the plug builds within the restriction discharge area, it pushes towards the inside walls of the filter screens and the slow rotation/friction of the filter screens continuously moves the cake solids past the restrictor gate arm to be discharged for disposal or further processing. Operation of the Prime Rotary Fan Press® can either be continuous or intermittent depending on your application. Clean-up is a simple push of a button which will automatically run the wash cycle.



Pilot Testing Results:

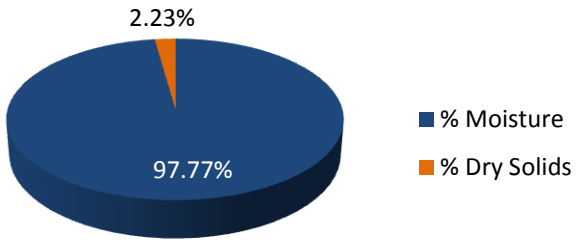
The Rotary Fan Press was on-site at Carlsbad WWTP for one day (September 20th, 2017) and operated at varying flow rates, polymer types and polymer dosages. Day one, September 20th, was used as set up, then that day several samples were taken of the sludge cake/filtrate and sent to Prime Solution Inc for analysis. Using different polymers at different concentrations showed varying results, which was noted on the last day the mixing energy used to blend the polymer with the sludge had an equal effect on the cake solid dryness.

Results Overview:
Sludge flow ranged 1.11 – 1.78 gpm/ft², Averaged Feed solids were 2.23% TS, Solids loading ranged 12.28 – 19.93 lbs/hr/ft², Averaged cake solids were 20.7% TS, Capture rates averaged 99.3% TSS, Averaged press energy was 0.40 kW for the testing period.

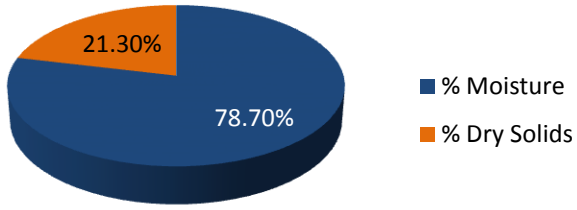
Polymer Consumption:
Drawing the sludge into the Rotary Fan Press system and at the suction side of the pump, the diluted/blended polymer was added to the incoming sludge where it was mixed in-line to form a stable floc before entering the dewatering channel(s) of the Rotary Fan Press. The averaged polymer dosage for the pilot testing was 16.95 active lbs/dry ton.

The Table On The Following Page Details The Following:
Date and time of sample collection, Rotary Fan Press operating parameters: press speed %, energy usage (press kW), inlet and gate pressures, polymer results, sludge processing flow (gpm/ft²), feed solid concentration (% TS), solids loading (lbs/hr/ft²), cake solids (%TS) and capture rate (mg/L & %TSS).

Averaged Feed Solids
% Moisture vs. % Dry Solids



Maximum Cake Solids
% Moisture vs. % Dry Solids



Pilot Testing Results Continued:

Plant: Carlsbad WWTP

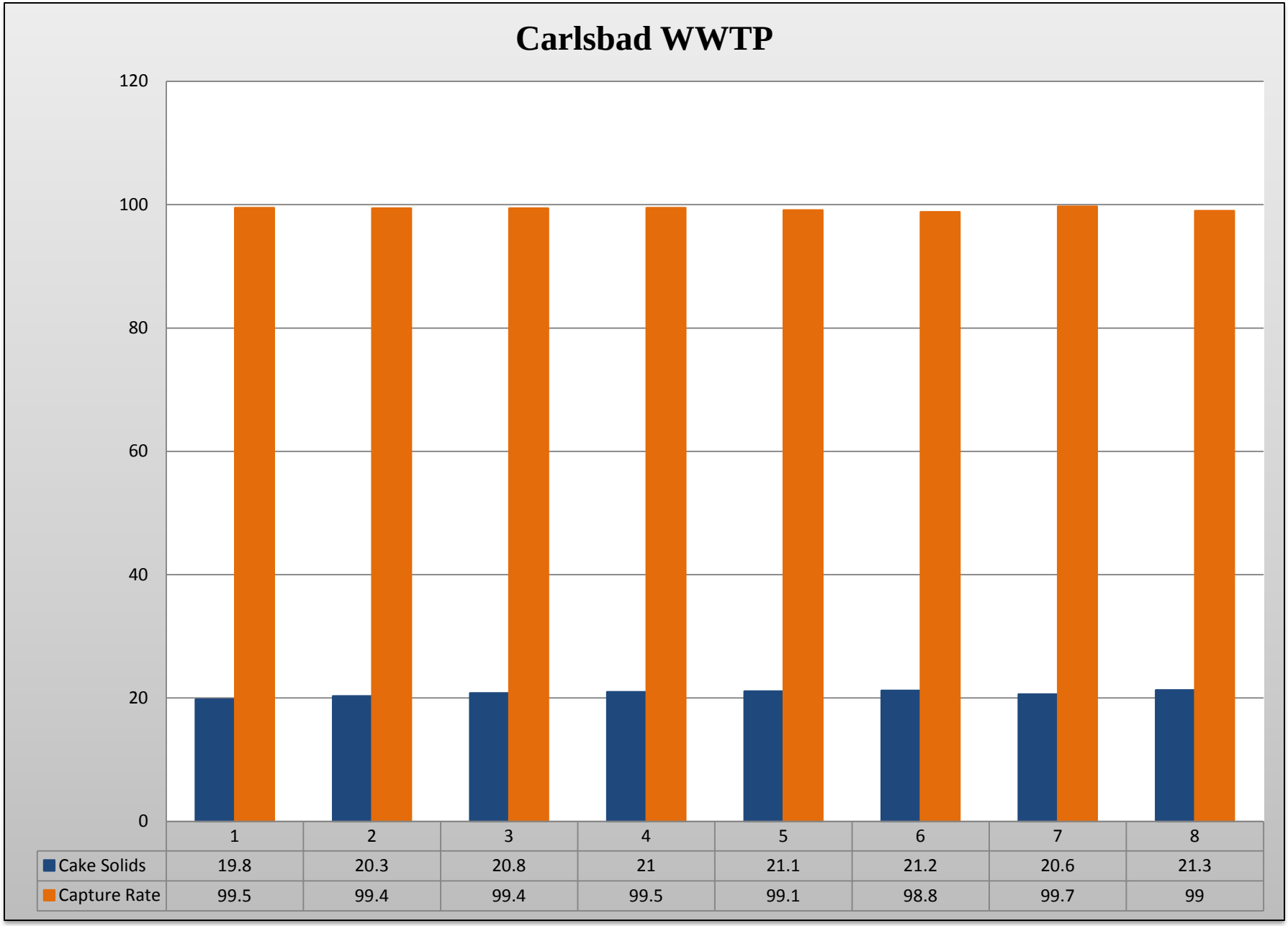
Sludge Type: Activated Secondary

Process: Aerobic Digestion

Base Model Pilot Equipment: RFP2.0-24S – Rotary Fan Press (2.0)

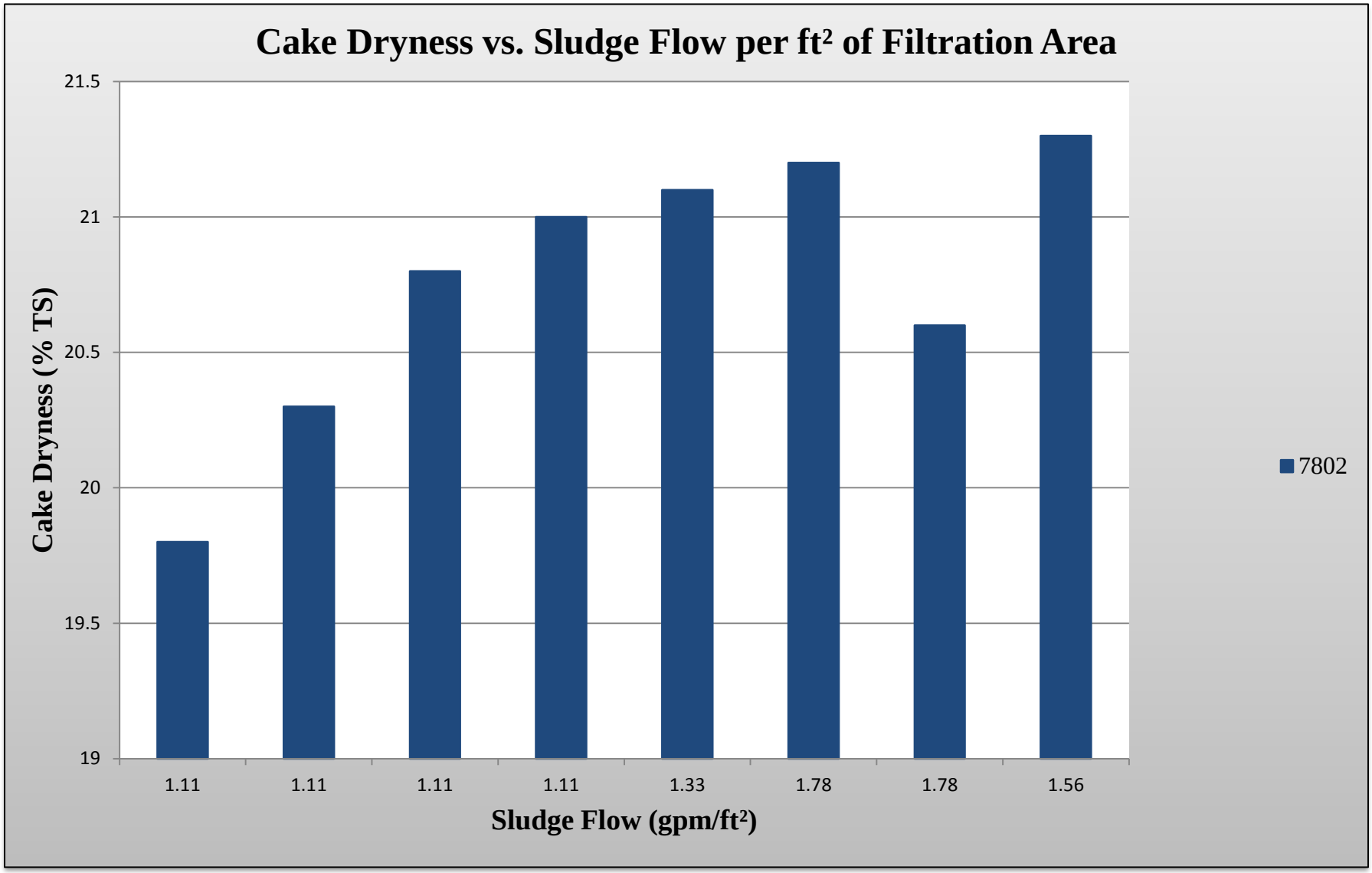
Sampling			Rotary Fan Press						Polymer						Results					
Run #	Date	Time	Model Type	Filt. Area ft²	Press Speed %	Press Energy kW	Inlet PSI	Gate PSI	Type	Neat Flow gph	Dil. Water gpm	Conc. %	Act. %	Active lbs/d.t.	Sludge Flow gpm/ft²	Feed Solids %TS	Solids Loading lbs/hr/ft²	**Cake Solids %TS**	Capture Rate mg/L	Capture Rate %TSS
1	9/20	12:05	RFP2.0 -24S	4.5	30	0.40	2.76	7	7802	0.165	1	0.27	40	20.8	1.11	2.21	12.28	**19.8**	120	99.5
2	9/20	12:15	RFP2.0 -24S	4.5	30	0.40	2.33	9	7802	0.138	1	0.23	40	17.4	1.11	2.21	12.28	**20.3**	136	99.4
3	9/20	12:20	RFP2.0 -24S	4.5	30	0.40	2.33	9	7802	0.110	1	0.18	40	13.8	1.11	2.21	12.28	**20.8**	128	99.4
4	9/20	12:34	RFP2.0 -24S	4.5	30	0.40	2.57	10	7802	0.110	1	0.18	40	13.8	1.11	2.21	12.28	**21.0**	114	99.5
5	9/20	12:51	RFP2.0 -24S	4.5	30	0.40	3.03	11	7802	0.138	1	0.23	40	14.3	1.33	2.24	14.96	**21.1**	212	99.1
6	9/20	1:36	RFP2.0 -24S	4.5	40	0.40	2.95	12	7802	0.248	1	0.41	40	19.2	1.78	2.24	19.93	**21.2**	258	98.8
7	9/20	1:45	RFP2.0 -24S	4.5	40	0.40	2.57	13	7802	0.193	1	0.32	40	15.0	1.78	2.24	19.93	**20.6**	64	99.7
8	9/20	2:00	RFP2.0 -24S	4.5	35	0.40	3.05	13	7802	0.207	1	0.34	40	18.4	1.56	2.24	17.44	**21.3**	224	99.0

Pilot Testing Results Continued:

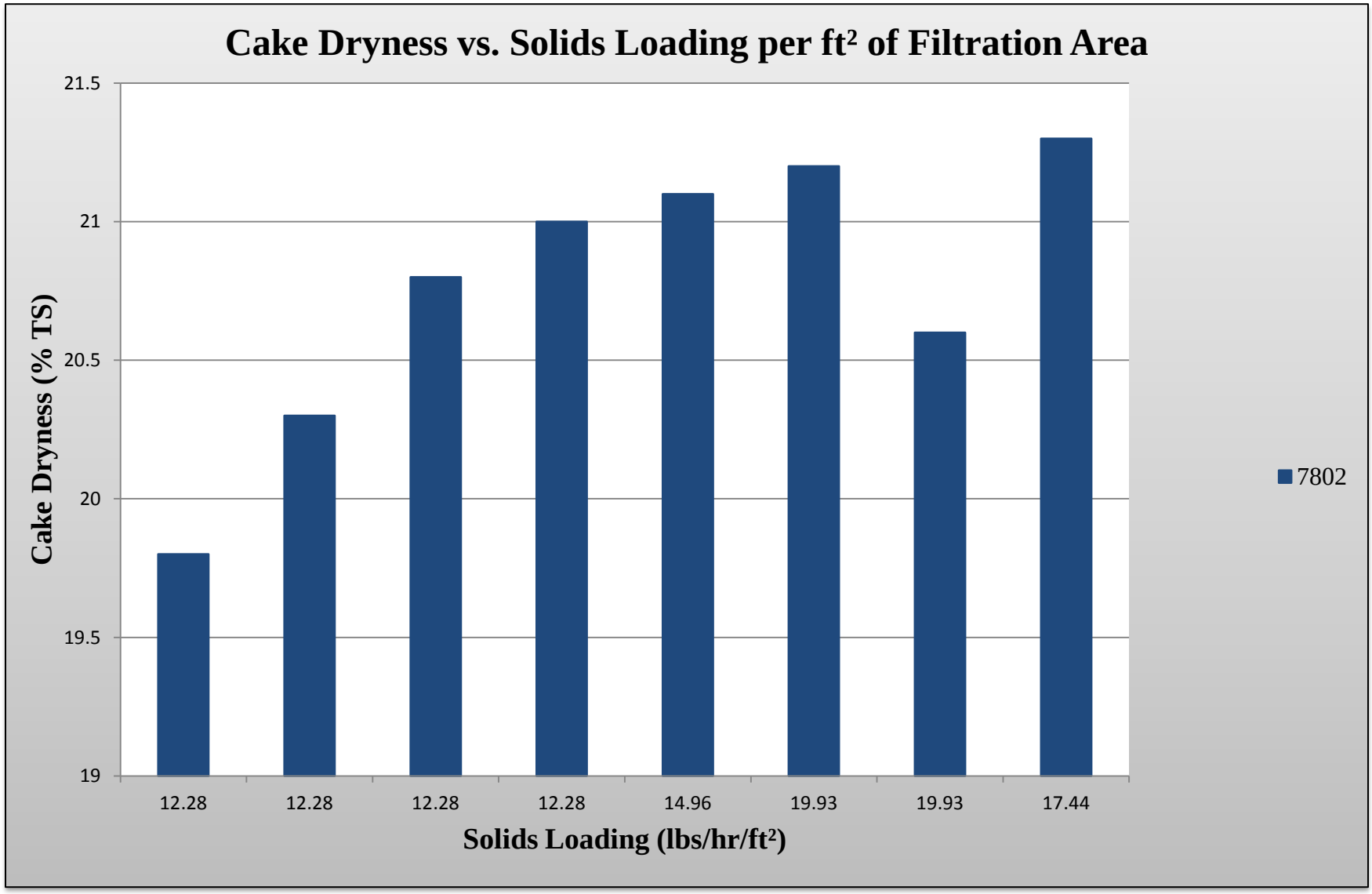


	1	2	3	4	5	6	7	8
Cake Solids	19.8	20.3	20.8	21	21.1	21.2	20.6	21.3
Capture Rate	99.5	99.4	99.4	99.5	99.1	98.8	99.7	99

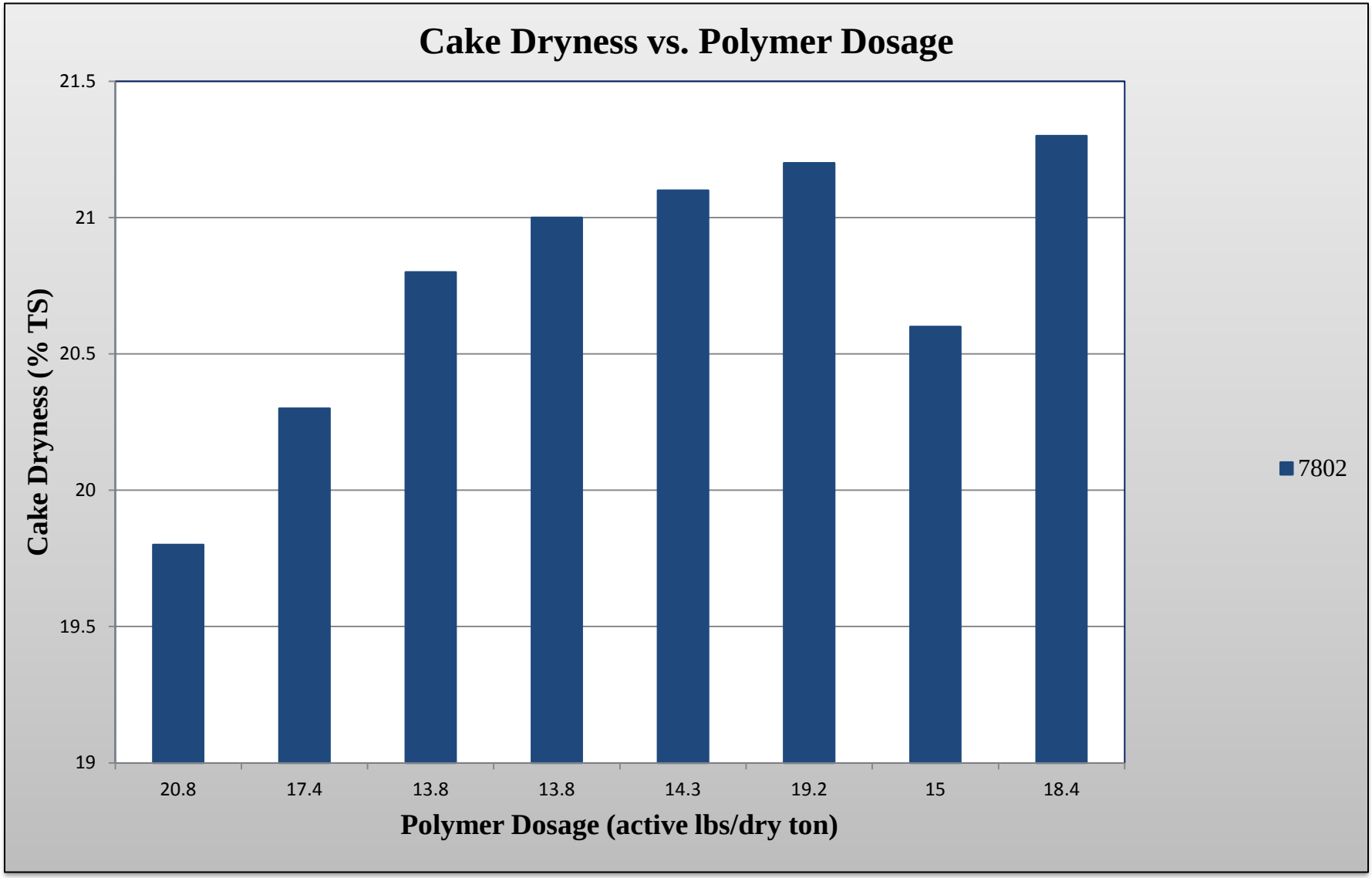
Pilot Testing Results Continued:



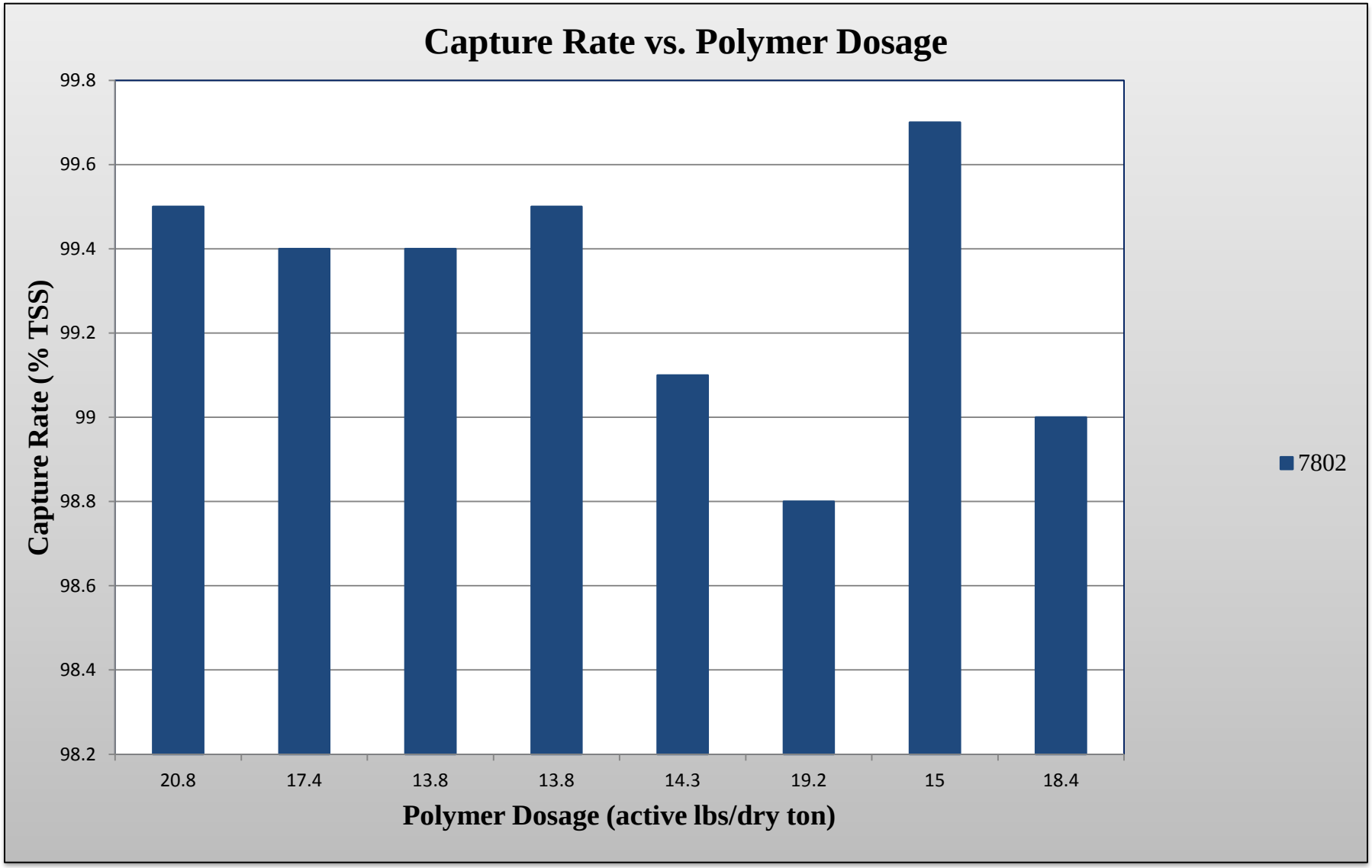
Pilot Testing Results Continued:



Pilot Testing Results Continued:



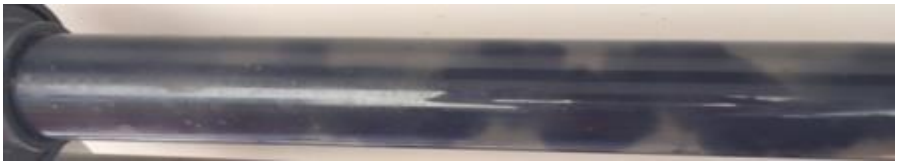
Pilot Testing Results Continued:



On-Site Pictures:











Pilot Conclusion:

This demonstration successfully illustrated the simplicity, ease-of-use and semi-automatic operation of the Rotary Fan Press, along with its ability to consistently produce dry cake solids — while using low energy and wash water. The totally enclosed design of the Rotary Fan Press provided a clean and safe work environment that virtually eliminated odors and airborne contaminants. This environment promotes prolonged equipment and building life.

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Prime Solution, Inc. and Falcon Environmental Corp. would like to express their gratitude to the Carlsbad WWTP in Carlsbad, NM, and everyone involved, for the opportunity and support that made this pilot possible. We look forward to providing equipment that will suit the needs of the Plant.

Mr. Joe Dendel
Regional Sales Manager
Phone: (616) 540-0500
E-Mail: joe@psirotary.com
Web: www.psirotary.com

File #: 2026-1525 Agenda Item #: 10d.

Submitted By: Christopher Ramos

Presentation By: Kelly Vann

Department: Information Technology

FORMAL TITLE:
One-year renewal of the contract with CentralSquare for ongoing service and maintenance costs for asset management and work-order software, Lucity, with an estimated expenditure amount of $116,787

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
CentralSquare Lucity - Enterprise Asset Management (EAM) was purchased and implemented in 2007. The Lucity EAM system is designed to help organizations effectively manage and maintain their assets, including facilities, infrastructure, and equipment.

Benefits of using CentralSquare Lucity:

- Improved efficiency: streamlining asset management processes and automating workflows can lead to increased efficiency and reduced operational costs.
- Enhanced asset performance: by having better insights into asset condition and performance, organizations can make more informed decisions about maintenance and replacements.
- Reduced downtime: proactive maintenance and swift work order management can help minimize asset downtime, ensuring that critical services are available when needed.

The Public Works and Water Resources departments use the Lucity EAM software for work orders and asset management. The software allows managers, office staff, and field staff to create and track work orders and manage assets.

Staff recommends approval of the CentralSquare contract renewal.

FINDINGS AND CONCLUSIONS:

The services quoted by CentralSquare in the amount of $116,786.32 will provide licenses for the City's continued use of its Lucity EAM software for the period from October 1, 2026, to September 30, 2027. This includes support and maintenance costs associated with the software's operation. We have received excellent support services from this vendor; therefore, staff recommends renewal for continued use of the software.

FISCAL IMPACT:
Funds for the Fiscal Year 2026-27 annual renewal of $116,786.32 are budgeted in account #001-035-530-516-51-52050 and will be paid under Munis Contract No. 260833.

The most recent purchase of these goods/services under the previous Munis Contract# 250856 on September 18, 2025, for $113,938.

PROCUREMENT REVIEW:
This software was procured in compliance with the City's procurement policy.

LEGAL REVIEW:
This agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

Renewal Order prepared by:
Paola Ceballos
paola.ceballos@centralsquare.com

Renewal Order #: Q-248411
Start Date: October 1, 2026
End Date: September 30, 2027
Billing Frequency: Yearly
Subsidiary: Superion, LLC

Renewal Order prepared for:
Kimberly Foster, IT Administrative Coordinator
City of Ocala
201 SE 3rd St
Ocala, Florida 34471
352-629-2489

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Asset Management - Mobile Annual Maintenance Fee	3	1,054.94 USD
2.	Asset Management - Mobile Annual Maintenance Fee	1	351.65 USD
3.	Asset Management Site License	1	42,822.57 USD
4.	GIS Viewer Licenses	1	11,001.85 USD
5.	GISViewer	1	705.24 USD
6.	GISWeb	1	2,752.18 USD
7.	MobileManagement	1	5,924.07 USD
8.	MobileManagement	1	13,291.02 USD
9.	MobileManagement	1	12,797.65 USD
10.	MobileManagement	1	766.71 USD
11.	MobileManagement	1	2,750.56 USD
12.	Work Management Site License	1	22,567.88 USD

Renewal Order Total: 116,786.32 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Renewal Order prepared by:
Paola Ceballos
paola.ceballos@centralsquare.com

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Total Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

Item Details

File Number: 2025-1730

ID #:	2025-1730	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	10	**In Control:**	City Council
				File Created:	07/28/2025
Presented By: :				**Final Action:**	08/19/2025

rmal Title: Approve a one-year renewal of the contract with CentralSquare, for ongoing service and maintenance costs for asset management and work order software, Lucity, with an estimated expenditure amount of $113,938

Internal Notes:

Agenda Number: 10f.

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL - CentralSquare (Lucity) Renewal.pdf, 8-06-2024 Council Approval, 8-15-2023 Council Approval

Enactment Number:

:ommendation:

Hearing Date:

Entered by: kvann@ocalafl.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/19/2025	Approved				Pass

Action Text: There being no further discussion the motion carried by roll call vote.

Aye: 4 Pro Tem Bethea Sr, Council Member Hilty Sr, Council Member Mansfield, and Council President Dreyer

Absent: 1 Council Member Musleh

Text of Legislative File 2025-1730

Submitted By: Kelly Vann
Presentation By: Kelly Vann
Department: Information Technology

STAFF RECOMMENDATION (Motion Ready):
Approve a one-year renewal of the contract with CentralSquare, for ongoing service and maintenance costs for asset management and work order software, Lucity, with an estimated expenditure amount of $113,938

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
CentralSquare Lucity - Enterprise Asset Management (EAM) was purchased and implemented in 2007. The Lucity EAM system is designed to help organizations effectively manage and maintain their assets, such as facilities, infrastructure, equipment, and more.

Benefits of using CentralSquare Lucity:

- Improved efficiency: streamlining asset management processes and automating workflows can lead to increased efficiency and reduced operational costs.
- Enhanced asset performance: by having better insights into asset condition and performance, organizations can make more informed decisions about maintenance and replacements.
- Reduced downtime: proactive maintenance and swift work order management can help minimize asset downtime, ensuring that critical services are available when needed.

The Public Works and Water Resources departments use the Lucity EAM software for work order, mobile, and asset management. The software allows managers, office staff, and field staff to create and track work orders and manage assets.

FINDINGS AND CONCLUSIONS:
The services quoted by CentralSquare in the amount of $113,938 will provide licenses for the City's continued use of its Lucity EAM software for the period from October 1, 2025, to September 30, 2026. This includes support and maintenance costs associated with the operation of the software. We have received excellent support services from this vendor; therefore, staff recommends renewal for continued use of the software.

FISCAL IMPACT:
Funds for the annual renewal of $113,938 will be budgeted in the Fiscal Year 2025-26 account #001-035-530-516-51-52050 and will be paid under Munis Contract# 250856.

PROCUREMENT REVIEW:
These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

File #: 2026-1756 Agenda Item #: 10e.

Submitted By: Christina Guy

Presentation By: Gary Crews

Department: Facilities Management

FORMAL TITLE:
Two-year agreement for roof restoration contractor services as-needed with Unicoat Industrial Roofing Corporation, not to exceed $300,000

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
Bid released to the public: May 18, 2026

BACKGROUND:
The City of Ocala Facilities Management Department is responsible for the maintenance, repair, and preservation of the City's municipal facilities, including the inspection and upkeep of roofing systems. Maintaining these facilities is critical to protecting public assets, ensuring uninterrupted operations, and providing safe environments for employees and the public.

When roof systems remain structurally sound but begin showing signs of weathering, the City utilizes restoration coating systems as a cost-effective alternative to complete roof replacement.

To ensure consistent quality and manufacturer warranty eligibility, the City will furnish Inland Coatings roof restoration products utilizing a qualified State of Florida-licensed roofing contractor experienced in the installation of Inland Coatings manufacturer-approved systems. The Contractor will provide the labor, equipment, and installation services necessary to complete each project in accordance with manufacturer specifications, applicable building codes, and industry standards.

Roofing systems that are currently in need of restoration include the complex warehouse, the OFN administration building, the Sanitation building, the Discovery Science Center, the Fleet Light Vehicle Shop, and the Public Works building. Other roofing systems will be added as needed.

FINDINGS AND CONCLUSIONS:
On May 18, 2026, the City issued Invitation to Bid (ITB) No. FAC/260714 for the provision of roof restoration contractor services on an as-needed basis. Nine competitive quotes were received, and Unicoat Industrial

Roofing Corporation was found to be the lowest responsive and responsible bidder.

Bidder Name	Office Location	Total Bid Amount (Grand Total for each Line Items #1-7)
Unicoat Industrial Roofing Corporation	Bradenton, FL	**$ 4.65**
Florida Pro Roofing & Construction LLC dba Pitch	Seminole, FL	$ 7.00
Shephard Home Services, LLC	Dunnellon, FL	$ 7.95
Advanced Roofing, Inc	Fort Lauderdale, FL	$ 10.00
Overall Contractors Group, Inc. FL	Orlando, FL	$ 13.30
CBC Construction Group	Ocala, FL	$ 14.98
The Ford Design Group, LLC	Orlando, FL	$ 16.40
Roof Lab LLC	Odenville, AL	$ 28.50
Top Dog Roofing, Inc	Kissimmee, FL	$ 875.00

FISCAL IMPACT:
Funding will be allocated in the respective department's Facilities CIP repair account.

PROCUREMENT REVIEW:
These services were procured in compliance with the City's procurement policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

AGREEMENT FOR ROOF RESTORATION CONTRACTOR SERVICES

THIS AGREEMENT FOR ROOF RESTORATION CONTRACTOR SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **UNICOAT INDUSTRIAL ROOFING CORPORATION,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 90-0287981) ("Contractor").

WHEREAS, on May 18, 2026, City issued an Invitation to Bid for the provision of roof restoration contractor services, ITB No.: FAC/260714 (the "Solicitation"); and

WHEREAS, nine (9) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Unicoat Industrial Roofing Corporation was found to be the lowest; and

WHEREAS, Contractor was chosen as the intended awardee to provide roof restoration contractor services (the "Project"); and

WHEREAS, Contractor certifies that Contractor is qualified and possesses the required experience and licensure.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement and the quote submitted by Contractor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

      Exhibit A: Scope of Work (A-1 through A-3)

      Exhibit B: Price Proposal (B-1)

      If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B.
3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Contractor an amount no greater than **THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.

A. **Price Adjustments.** Prices offered shall remain firm for the initial contract term. Requests for price adjustments may be submitted, in writing, **no later than NINETY (90) DAYS** prior to the expiration of the prior term and must include proper CPI justification or other documentation supporting the adjustment. The City will review the submitted request for price adjustment and render a decision, in its sole discretion, as to whether it is in the best interest of the City to adjust the pricing on the awarded goods or services or reject the adjusted pricing and issue a competitive solicitation. In any event, price increases for renewal terms shall be subject to a maximum negotiated increase of **no more than THREE PERCENT (3%)** annually unless there are mitigating market conditions. The City is under no obligation to renew the contract for an additional term or to accept Contractor's proposed price increases. Contractor must receive written notification from the City confirming that the City has accepted the new prices prior to processing any orders at the new cost. Any orders issued by the City prior to formal approval of a price increase shall not be modified. Any payment of the adjusted price by City does not constitute acceptance of new pricing. Contractors are expected to pass along to the City any and all decreases in pricing on products and services or to keep pricing constant when market conditions warrant no such increases.

B. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor will invoice at least once a month. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Department of Facilities Management**, Attn: **Gary Crews, 1805 NE 30th Avenue, Building 200, Ocala, Florida 34470**, E-Mail: Facilities@ocalafl.gov.

C. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

D. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

E. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

F. **Amounts Due to the City**. Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TERM OF AGREEMENT**. This Agreement shall become effective and commence on **AUGUST 5, 2026** and continue in effect for a term of **TWO (2) YEARS**, through and including **AUGUST 4, 2028** (the "Term"). This Agreement may be renewed for up to **TWO (2)** additional **ONE (1) YEAR** periods by written consent between City and Contractor.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK**. Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.

   A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

   B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

      (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

      (2) Contractor provides material that does not meet the specifications of the Agreement;

      (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or

      (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

   B. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

   C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

      (1) City shall be entitled to terminate this Agreement without further notice;

      (2) City shall be entitled to hire another Contractor to complete the required work in accordance with the needs of City;

      (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and

      (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.

   D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this

Agreement upon written notice to Contractor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

9. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

10. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.

11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

12. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:

A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.

B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.

C. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

D. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime:

(1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) 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.

13. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:

    A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

    B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.

    C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

    D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.

    E. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

14. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.

    A. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1) YEAR** from the date of Final Completion.

    B. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1) YEAR** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer.

    C. Contractor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.

15. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

16. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms

of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.

17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

18. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and

    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.

    C. Policy must include coverage for contractual liability and independent contractors.

    D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

    A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

    B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

    C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

20. **ADDITIONAL INSURANCE REQUIREMENTS.**

    A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

    B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result

of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. **Certificates of Insurance**. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

21. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety

Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons that may be affected thereby;
B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

22. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
23. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
24. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
25. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or

employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

26. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
27. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
28. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
29. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
    A. Keep and maintain public records required by the public agency to perform the service.
    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.
    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

30. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
31. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
32. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
33. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
34. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
35. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
36. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers

may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

37. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

38. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:	Unicoat Industrial Roofing Corporation Attention: Cody Wilson 3263 81st CT E Bradenton, FL, 34211 Phone: 941-718-3891 E-mail: cody@unicoatroof.com
If to City of Ocala:	Jameel Barnes, Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

39. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

40. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

41. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

42. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

43. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

44. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

45. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

46. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

47. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

48. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

49. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

50. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

51. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Ire J. Bethea Sr.
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

UNICOAT INDUSTRIAL ROOFING CORPORATION

_____

By: _____
(Printed Name)

Title: _____
(Title)

PROJECT SUMMARY, DELIVERABLES AND HOURS

1. **Project Summary:** The Contractor shall perform the following services for the City of Ocala as needed:
   - Contractor shall perform all work in accordance with Inland design guidelines, including adhesion tests, substrate preparation, repairs, priming, coating, and verification of film thickness.
   - Contractor shall coordinate work to minimize disruption to facility operations.
   - Contractors must protect adjacent surfaces, air intakes, and grounds from overspray.
   - Contractor shall submit system design guidelines, TDS/SDS, adhesion test results, warranty samples, and project schedules.
2. **Deliverables:** The Contractor shall provide monthly reports of all work in progress. Deliverables must be provided to the City of Ocala Project Manager before payment for such work.
3. **Working Hours:** The normal/standard working hours for this project are 7:00 AM – 5:00 PM Monday through Friday, excluding holidays. Contractor shall provide 48-hour notice to the City Project Manager for work outside normal shift hours. The city may decline the request.

WRITTEN QUOTES

1. The Contractor shall submit a detailed written estimate of the proposed services prior to any work being performed by the Contractor. Written quotes shall be submitted within three (3) days of the initial request by the City. The Contractor shall submit an itemized not-to-exceed price, giving a full description of the project for each project covered by this contract.
2. Written quotes shall list the location, name and address. The project estimate shall list each and every item per bid specifications, i.e., items and quantity, and all hardware items used. Each quote shall be submitted to the City Project Manager by email with a clear sketch or drawing (if applicable).

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. The Contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good an appearance as the job conditions permit.
5. Contractors will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.

6. No smoking is allowed on City property or projects.
7. Contractors must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must have a visible company name/logo on the outside of the vehicle.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish the following services/data to the Contractor for the performance of services:
   A. Access to City buildings and facilities to perform the work.
   B. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
   C. Provide office facilities for the Contractor, if needed.
2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.

CONTRACTOR RESPONSIBILITIES

1. The Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. The Contractor shall obtain and pay for any licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Installation shall be performed in compliance with all requirements and instructions of applicable manufacturers.
4. Contractors are responsible for any and all damages, including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
5. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise them of the reason for not completing the assigned project.
6. Data collected by the Contractor shall be in a format compatible with or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
7. The Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes Word, Excel, PowerPoint, Access, or any other software as specified and approved by City staff.

SUB-CONTRACTORS

1. Contractor must perform a minimum of 30% of the work with their own forces.
2. Services assigned to subcontractors must be approved in advance by the City Project Manager.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** The Contractor shall keep the premises free at all times from the accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include, but not limited to:
   A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonably neat condition.
   B. Work site will be completely cleaned after each day of work.
   C. Contractors shall dispose of debris in a legal manner.
2. **Final Cleaning:** Upon completion of work, clean the entire work area as applicable.
   A. All furnishings and equipment shall be placed back in the original locations.
   B. All work areas must be returned to their original condition.
   C. The Contractor shall clean and remove from the premises all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*

SAFETY

1. The Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damage to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed, or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor’s responsibility.

WARRANTY

1. Contractor shall apply the coating system, which must meet or exceed Inland’s requirements for a 15-year, full-system, manufacturer-issued warranty. Inland shall perform all required inspections and issue the final warranty.
2. All manufacturer warranty documentation and owner/operator manuals must be provided before final payment request.

Exhibit B - PRICE PROPOSAL CONTRACT# FAC/260714

Bidder name	Bidder Location
Unicoat Industrial Roofing Corporation	3263 81st Ct E, Bradenton, FL 34211

INITIAL CONTRACT TERM PRICING

ITEM	DESCRIPTION	UOM	QTY (SQ FT)	COST PER SQ FT
Item A - Metal Roof				
1	**Primer** - Type: 710 Rust Inhibitor (Spot apply as necessary)	SF	1	$ 0.15
2	**Topcoat** - Product: High Solid Silicone	SF	1	$ 1.00
Item B - Modified Bitumen / BUR				
3	**Primer** - Type: 708 Bleed-Block Primer	SF	1	$ 0.75
4	**Topcoat** - Product: High Solid Silicone	SF	1	$ 0.75
Item C - Single-Ply EPDM / TPO / PVC				
5	**Primer** - Type: TPO primer - Required if properly documented adhesion test is not administered	SF	1	$ 0.15
6	**Topcoat** - Product: High Solid Silicone	SF	1	$ 1.00
Item D – Spray Polyurethane Foam (SPF)				
7	**Topcoat** - Product: High Solid Silicone	SF	1	$ 0.85
			TOTAL COST (LINE ITEM AMOUNTS)	$ 4.65

BID TABULATION & NOTICE OF INTENT TO AWARD

Bid Name: Roof Restoration Contractor Services
ProRFx ID: **ITB05152600000082**
Notifications Sent: 18194
Bids: 9

Solicitation: ITB**# FAC/260714**
Buyer: Ashley Presley
Buyer Email: apresley@ocalafl.gov
Buyer Phone: 352-629-8364

06/17/26 **Notice of Intent to Award** to **Unicoat Industrial Roofing Corporation** pending City Council approval.

Bidder Name	Office Location	Total Bid Amount
Unicoat Industrial Roofing Corporation	Bradenton, FL	**$ 4.65**
Florida Pro Roofing & Construct	Seminole, FL	$ 7.00
Shephard Home Services, LLC	Dunnellon, FL	$ 7.95
Advanced Roofing, Inc	Fort Lauderdale, FL	$ 10.00
Overall Contractors Group, Inc.	Orlando, FL	$ 13.30
CBC Construction Group	Ocala, FL	$ 14.98
The Ford Design Group, LLC	Orlando, FL	$ 16.40
Roof Lab LLC	Odenville, AL	$ 28.50
Top Dog Roofing, Inc	Kissimmee, FL	$ 875.00

Item	Description	Qty	UOM	Total	
1	**Primer - Type: 710 Rust Inhibitor (Spot apply as necessary)**	**1**	**SF**		
	Unicoat Industrial Roofing Corporation	1	SF		$ 0.15

	Florida Pro Roofing & Construction LLC dba Pitch	1	SF		$ 1.00
	Shephard Home Services, LLC	1	SF		$ 0.10
	Advanced Roofing, Inc	1	SF		$ 0.75
	Overall Contractors Group, Inc. FL	1	SF		$ 1.90
	CBC Construction Group	1	SF		$ 0.46
	The Ford Design Group, LLC	1	SF		$ 2.00
	Roof Lab LLC	1	SF		$ 3.50
	Top Dog Roofing, Inc	1	SF		$ 125.00

Item	Description	Qty	UOM		Total
2	**Topcoat - Product: High Solid Silicone**	**1**	**SF**		
	Unicoat Industrial Roofing Corporation	1	SF		$ 1.00
	Florida Pro Roofing & Construction LLC dba Pitch	1	SF		$ 1.00
	Shephard Home Services, LLC	1	SF		$ 1.55
	Advanced Roofing, Inc	1	SF		$ 1.75
	Overall Contractors Group, Inc. FL	1	SF		$ 1.90
	CBC Construction Group	1	SF		$ 3.40
	The Ford Design Group, LLC	1	SF		$ 2.60
	Roof Lab LLC	1	SF		$ 4.50
	Top Dog Roofing, Inc	1	SF		$ 125.00

Item	Description	Qty	UOM		Total
3	**Primer - Type: 708 Bleed-Block Primer**	**1**	**SF**		
	Unicoat Industrial Roofing Corporation	1	SF		$ 0.75
	Florida Pro Roofing & Construction LLC dba Pitch	1	SF		$ 1.00
	Shephard Home Services, LLC	1	SF		$ 1.55
	Advanced Roofing, Inc	1	SF		$ 1.00
	Overall Contractors Group, Inc. FL	1	SF		$ 1.85
	CBC Construction Group	1	SF		$ 0.46
	The Ford Design Group, LLC	1	SF		$ 2.00
	Roof Lab LLC	1	SF		$ 3.50
	Top Dog Roofing, Inc	1	SF		$ 125.00

Item	Description	Qty	UOM		Total
4	**Topcoat - Product: High Solid Silicone**	**1**	**SF**		
	Unicoat Industrial Roofing Corporation	1	SF		$ 0.75
	Florida Pro Roofing & Construction LLC dba Pitch	1	SF		$ 1.00
	Shephard Home Services, LLC	1	SF		$ 1.55
	Advanced Roofing, Inc	1	SF		$ 2.00
	Overall Contractors Group, Inc. FL	1	SF		$ 1.85
	CBC Construction Group	1	SF		$ 3.40
	The Ford Design Group, LLC	1	SF		$ 2.60
	Roof Lab LLC	1	SF		$ 4.50
	Top Dog Roofing, Inc	1	SF		$ 125.00

Item	Description	Qty	UOM		Total
5	**Primer - Type: TPO primer - Required if properly documented adhesion test is not administered**	**1**	**SF**		

	Unicoat Industrial Roofing Corporation	1	SF		$	0.15
	Florida Pro Roofing & Construction LLC dba Pitch	1	SF		$	1.00
	Shephard Home Services, LLC	1	SF		$	0.10
	Advanced Roofing, Inc	1	SF		$	0.75
	Overall Contractors Group, Inc. FL	1	SF		$	1.75
	CBC Construction Group	1	SF		$	0.46
	The Ford Design Group, LLC	1	SF		$	2.00
	Roof Lab LLC	1	SF		$	3.50
	Top Dog Roofing, Inc	1	SF		$	125.00

Item	Description	Qty	UOM		Total
6	**Topcoat - Product: High Solid Silicone**	**1**	**SF**		
	Unicoat Industrial Roofing Corporation	1	SF		$ 1.00
	Florida Pro Roofing & Construction LLC dba Pitch	1	SF		$ 1.00
	Shephard Home Services, LLC	1	SF		$ 1.55
	Advanced Roofing, Inc	1	SF		$ 1.75
	Overall Contractors Group, Inc. FL	1	SF		$ 1.75
	CBC Construction Group	1	SF		$ 3.40
	The Ford Design Group, LLC	1	SF		$ 2.60
	Roof Lab LLC	1	SF		$ 4.50
	Top Dog Roofing, Inc	1	SF		$ 125.00

Item	Description	Qty	UOM		Total
7	**Topcoat - Product: High Solid Silicone**	**1**	**SF**		
	Unicoat Industrial Roofing Corporation	1	SF		$ 0.85
	Florida Pro Roofing & Construction LLC dba Pitch	1	SF		$ 1.00
	Shephard Home Services, LLC	1	SF		$ 1.55
	Advanced Roofing, Inc	1	SF		$ 2.00
	Overall Contractors Group, Inc. FL	1	SF		$ 2.30
	CBC Construction Group	1	SF		$ 3.40
	The Ford Design Group, LLC	1	SF		$ 2.60
	Roof Lab LLC	1	SF		$ 4.50
	Top Dog Roofing, Inc	1	SF		$ 125.00

Exhibit B - PRICE PROPOSAL

CONTRACT# FAC/260714

Bidder name	Bidder Location
Unicoat Industrial Roofing Corporation	3263 81st Ct E, Bradenton, FL 34211

INITIAL CONTRACT TERM PRICING

ITEM	DESCRIPTION	UOM	QTY (SQ FT)	COST PER SQ FT
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3	**Primer** - Type: 708 Bleed-Block Primer	SF	1	$ 0.75
4	**Topcoat** - Product: High Solid Silicone	SF	1	$ 0.75
Item C - Single-Ply EPDM / TPO / PVC				
5	**Primer** - Type: TPO primer - Required if properly documented adhesion test is not administered	SF	1	$ 0.15
6	**Topcoat** - Product: High Solid Silicone	SF	1	$ 1.00
Item D – Spray Polyurethane Foam (SPF)				
7	**Topcoat** - Product: High Solid Silicone	SF	1	$ 0.85
			TOTAL COST (LINE ITEM AMOUNTS)	**$ 4.65**

File #: 2026-1786 Agenda Item #: 10f.

Submitted By: TJ Fulmer

Presentation By: Darren Park

Department: Public Works

FORMAL TITLE:
One-year contract with Bomac Construction Services, Inc. doing business as GH Street Sweeping for street sweeping services with an expenditure of $324,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Quality of Place

PROOF OF PUBLICATION:
Bid released to public 6/12/26

BACKGROUND:
The Public Works Stormwater Division is requesting approval of Contract No. PWD/260828 utilizing Bomac Construction Services, Inc. doing business as GH Street Sweeping ("Contractor") to provide street sweeping services for City-maintained curbed roads and parking lots. Contractor will sweep year-round on a set schedule but may also be called upon to provide services as the need arises for special events and emergencies. Street sweeping is desirable to keep roadways free of debris that accumulates and could cause a blockage in the stormwater drainage system.

FINDINGS AND CONCLUSIONS:
On June 12, 2026, Invitation to Bid No. PWD/260828 was released for the provision of street sweeping services. Three bids were received with the following results:

Bidder Name	Office Location	Total Bid Amount
Express Drain & Sewer Cleaning	Hollywood, FL	$ 156,500.00
*Bid rejected for non-compliance		
Bomac Construction Services, Inc.	Palmetto, FL	$ 324,000.00
USA Services of Florida, LLC	Seven Hills, OH	$ 393,520.00

Bomac Construction Services, Inc., was the lowest responsive and responsible bidder. The Public Works Stormwater Division does not have the staff to perform this task themselves in a timely manner.

Staff recommends approval of the contract award to Bomac Construction Services, Inc., doing business as GH Street Sweeping, for a one-year term beginning August 8, 2026, through August 7, 2027, with two optional one-year renewal periods.

FISCAL IMPACT:
Funding for this contract is budgeted in account 158-023-430-538-53-34010 for Fiscal Year 2025-26 in the amount of $32,400; $291,600 will be budgeted for Fiscal Year 2026-27.

PROCUREMENT REVIEW:
These services were procured in compliance with the City's procurement policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

AGREEMENT FOR STREET SWEEPING SERVICES

THIS AGREEMENT FOR STREET SWEEPING SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **BOMAC CONSTRUCTION SERVICES, INC. D/B/A GH STREET SWEEPING**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 81-1144948) ("Contractor").

WHEREAS, on June 12, 2026, City issued an Invitation to Bid for the provision of street sweeping services, ITB No.: PWD/260828 (the "Solicitation"); and

WHEREAS, three (3) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, Bomac Construction Services, Inc. d/b/a GH Street Sweeping was found to be the lowest responsive bidder; and

WHEREAS, Contractor was chosen as the intended awardee to provide street sweeping services (the "Project"); and

WHEREAS, Contractor certifies that Contractor is qualified and possesses the required experience and licensure.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement and the quote submitted by Contractor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

   Exhibit A: Scope of Work (A-1 through A-5)
   Exhibit B: Price Proposal (B-1)
   Exhibit C: Downtown Parking Map (C-1)
   Exhibit D: Curb & Gutter Map (D-1)
   Exhibit E: Holiday Schedule (H-1)
   Exhibit F: Sanitation Route Map (F-1)
   Exhibit G: NE Staging Area (G-1)
   Exhibit H: NW Staging Area (H-1)
   Exhibit I: SE Staging Area (I-1)
   Exhibit J: SW Staging Area (J-1)

   If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C, then (4) Exhibit D, then (5) Exhibit E, then (6) Exhibit F, then (7) Exhibit G, then (8) Exhibit H, then (9) Exhibit I, then (10) Exhibit J.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Contractor an amount no greater than **THREE HUNDRED TWENTY-FOUR THOUSAND AND NO/100 DOLLARS ($324,000)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.

   A. **Price Adjustments.** Prices offered shall remain firm for the initial contract term. Requests for price adjustments may be submitted, in writing, **no later than NINETY (90) DAYS** prior to the expiration of the prior term and must include proper CPI justification or other documentation supporting the adjustment. The City will review the submitted request for price adjustment and render a decision, in its sole discretion, as to whether it is in the best interest of the City to adjust the pricing on the awarded goods or services or reject the adjusted pricing and issue a competitive solicitation. In any event, price increases for renewal terms shall be subject to a maximum negotiated increase of **no more than THREE PERCENT (3%)** annually unless there are mitigating market conditions. The City is under no obligation to renew the contract for an additional term or to accept Contractor's proposed price increases. Contractor must receive written notification from the City confirming that the City has accepted the new prices prior to processing any orders at the new cost. Any orders issued by the City prior to formal approval of a price increase shall not be modified. Any payment of the adjusted price by City does not constitute acceptance of new pricing. Contractors are expected to pass along to the City any and all decreases in pricing on products and services or to keep pricing constant when market conditions warrant no such increases.

   B. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Department of Public Works**, Attn: **Brian Herrick, 1805 NE 30th Avenue, Building 300, Ocala FL 34470**, E-Mail: bherrick@ocalafl.gov.

   C. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

   D. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

   E. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be

refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

F. **Amounts Due to the City**. Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TERM OF AGREEMENT**. This Agreement shall become effective and commence on **AUGUST 8, 2026** and continue in effect for a term of **ONE (1) YEAR**, through and including **AUGUST 7, 2027** (the "Term"). This Agreement may be renewed for up to **TWO (2)** additional **ONE (1) YEAR** periods by written consent between City and Contractor.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK**. Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.

   A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what

is to be performed under this Agreement and shall not extend to the actual execution of the work.

B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

(1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

(2) Contractor provides material that does not meet the specifications of the Agreement;

(3) Contractor fails to complete the work required within the time stipulated in the Agreement; or

(4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

B. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

(1) City shall be entitled to terminate this Agreement without further notice;

(2) City shall be entitled to hire another Contractor to complete the required work in accordance with the needs of City;

(3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and

(4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Contractor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

9. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

10. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.

11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

12. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:

A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.

B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.

C. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

D. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) 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.

13. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:

A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.

C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.

E. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

14. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.

A. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1) YEAR** from the date of Final Completion.

B. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1) YEAR** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer.

C. Contractor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies

manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.

15. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

16. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.

17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

18. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and

    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.

    C. Policy must include coverage for contractual liability and independent contractors.

    D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

    A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

    B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

    C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

20. **ADDITIONAL INSURANCE REQUIREMENTS.**

A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. **Certificates of Insurance**. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain

or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

21. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

    A. All employees on the work and other persons that may be affected thereby;

    B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and

    C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

    All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

22. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

23. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

24. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

25. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

26. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.

27. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

28. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

29. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:

    A. Keep and maintain public records required by the public agency to perform the service.

    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

30. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

31. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

32. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

33. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest

in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

34. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

35. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

36. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

37. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

38. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Bomac Construction Services, Inc
d/b/a GH Street Sweeping
Attention: Jessica Ferguson
5281 69th Street East
Palmetto, FL 34221
Phone: 941-385-8111
E-mail: jessica@ghstreetsweeping.com

If to City of Ocala:	Jameel Barnes, Director City of Ocala Procurement & Contracting Department 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

39. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
40. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
41. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
42. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any

objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

43. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
44. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
45. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
46. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
47. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
48. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
49. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
50. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
51. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:

_____
Angel B. Jacobs
City Clerk

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

CITY OF OCALA

_____
Ire J. Bethea Sr.
City Council President

BOMAC CONSTRUCTION SERVICES, INC. D/B/A GH STREET SWEEPING

_____

By: _____
(Printed Name)

Title: _____
(Title)

STREET SWEEPING SCHEDULE

The street sweeping schedule will be as follows:

- **June 1st through September 30th** -one (1) cycle completed during each month.
- **October 1st through May 31st** two (2) cycles to be completed each month.

Any additional sweeping needed in the off months from storms will require a set price for added work.

All work will be scheduled through the Project Manager, Brian Herrick, by phone at 352-351-6733, and email: bherrick@ocalafl.org.

LICENSE AND GPS REQUIREMENTS

- Contractor must have one (1) employee who is Maintenance of Traffic (MOT) certified on-site at all times.
- Contractor's street sweepers must be equipped with a GPS locator and real-time tracking system to cater to customer service requests. The City Project Manager should have access to GPS tracking for real-time monitoring and record-keeping. The Contractor must provide an e-mailed report of the area covered by the sweepers during the billing cycle, along with the driver's name and any other relevant information. Additionally, daily audits of sweeping cycles must be completed. The archived data must be available for retrieval as required.
- **Contractor must provide proof of GPS upon the contract award date. If Contractor does not successfully adhere to this requirement, then the contract will be terminated.**

SPECIFICATIONS

Road and bridge sweeping maintenance consists of the removal and disposal of all litter and debris from designated areas within the limits of the City of Ocala's rights-of-way. Areas to be maintained are:

a) Curb and gutter
b) Valley gutter
c) SE 31ST bridge, NE 36th Ave bridge, SW 42ND St bridge.
d) Highway interchanges and intersections
e) Turn lanes
f) City paved parking lots (not to include private)
g) All roundabouts including the inside & outside curb when applicable.

- Sweeping of accumulated debris shall be a minimum of four feet (4') wide from curb and gutters; turnout areas at intersections and major interchanges are measured in curb lane mile rate.
- Contractor shall take all appropriate measures to avoid any debris from impacting vehicles, pedestrians or any property surrounding the work area.

- The City's expectations include sweeping activities, which shall be performed by either a vacuum or mechanical machine with a minimum 4-yard hopper. These specifications are stated to achieve the specified goal and City expectations in receiving quality services. Debris too large for the sweeper shall be removed manually by the Contractor.
- Contractor must sweep all curbed and gutter lined roads; no dirt trails shall be left behind the sweeper. All roadway lanes shall be be swept, and no debris is to be left in the gutter pan or at the edge of pavement.
- All sweeping shall be accomplished in the same direction as the traffic flow. Sweeping against or opposing the traffic will not be permitted. The foregoing requirements are to be considered as the minimum and the Contractor's compliance with these requirements shall in no way relieve them of final responsibility for providing adequate traffic control devices, by regulatory agencies, for the protection of employees and the public in work areas.
- The sweeping operation shall minimize fugitive dust by utilizing appropriate modern equipment equipped with water mist sprayers.
- Vehicles parked in the sweeping area shall be swept around. The area occupied by a parked vehicle will be considered as accomplished work.
- Contractor shall be required to repeat the sweeping process if the street/area is found to be unacceptable. This shall be completed within a twenty-four (24) hour period and shall be performed at no charge to the City. All roads swept by the Contractor must present an appearance which is following the requirements of this Agreement and to the City's satisfaction.
- Weather conditions will be monitored by the City Project Manager or his /her designee who reserves the right to be the sole judge if the weather is too inclement to sweep. When adverse weather interrupts sweeping, the Contractor shall adjust the work schedule to return to the normal weekly schedule the following week. The City reserves the right to direct schedule changes as necessary due to inclement weather. In the event of a rainy day, the Contractor shall obtain approval in writing from the City representative for the day sweeping.
- The street sweeper shall be equipped with all necessary warning devices needed to protect the traveling public.
- Street sweeping services shall not be performed on the same day as the designated route of the sanitation/recycling route. Street sweeping must occur before or after the designated day of sanitation/recycle pickup to ensure no conflict between the two services. City will provide Contractor with a copy of the residential waste collection schedule.
- Contractor must have two (2) or more functioning sweepers at all times. This is for any down time of a unit or when it is heavy leaf season and another unit must be utilized to keep up with demand. All complaints shall be reported first to the City Project Manager, then to the Contractor. It will be the obligation of the Contractor to resolve all complaints within 48 hours.
- The total cubic yards of debris collected per cycle must be included in each invoice submitted.
- The City shall inspect the areas reported swept. If areas are found to be deficient, the Contractor shall have 24 hours to correct the deficiencies.

WORKING HOURS

- City roadways shall be swept between 7:00 a.m. and 5:00 p.m. Monday through Friday and not on holidays See: **Exhibit E - City Holiday Schedule**. Sweeping of other roadways must be performed during the same schedules and is pre-arranged with the City Project Manager to afford minimum interference with traffic. The City and the Contractor shall have the right to establish special schedules due to problems with noise or similar discomforts affecting citizens in homes or buildings adjacent to the roadway. All special schedules shall be agreed to by both parties in writing.
- Safety of the public and convenience of traffic shall be of prime importance, unless otherwise provided in these specifications. All portions of the streets shall be kept open to traffic at all times throughout sweeping operations.
- The sweeper shall not travel in excess of 5 - 7 miles per hour during sweeping operations.
- Completed work shall result in a clean service area, free of all accumulated debris immediately after sweeping, regardless of the number of sweeping passes required to achieve the City's goal and expectations. All debris collected during street sweeping shall be disposed of by the Contractor and done so in according with FDEP "Guidance For The Management Of Street Sweepings, Catch Basin Sediments and Stormwater System Sediments" guidelines:

  https://floridadep.gov/sites/default/files/GuidanceSt-Sweep_05-03-04_0.pdf
- Contractor will be responsible for all cost incurred to dispose of debris removed and this cost will be included in the per curb mile cost of sweeping.
- A dump truck or transfer truck will be allowed to park or stage at certain designated City-owned retention ponds. The list of retention areas can be provided upon request by the Project Manager before each cycle.

AREAS	SCHEDULE	MISCELLANEOUS
All City roadways with curbs and gutters have been provided on **Exhibit D - Map.**	Sweep from June 1st through September 30th **one (1)** time a month. October 1st through May 31st **two (2)** times a month	Excludes weekends and holidays; except when requested by the City
The entire downtown City-owned parking lots and the surrounding downtown area.	Sweep from June 1st through September 30th **one (1)** time a month. October 1st through May 31st **two (2**) times a month	Excludes weekends and holidays; except when requested by the City
All of the historical downtown areas as shown on the **Exhibit C - Map** of defined city streets.	Sweep from June 1st through September 30th **one (1)** time a month. October 1st through May 31st **two (2)** times a month	Excludes weekends and holidays; except when requested by the City
The Southeast area for sweeping is outlined on the **Exhibit C - Map**.	Sweep from June 1st through September 30th **one (1)** time a month. October 1st through May 31st **two (2)** times a month	Excludes weekends and holidays; except when requested by the City

AREAS	SCHEDULE	MISCELLANEOUS
The Northeast areas for sweeping are outlined on the **Exhibit C - Map**.	Sweep from June 1st through September 30th **one (1)** time a month. October 1st through May 31st **two (2)** times a month	Excludes weekends and holidays; except when requested by the City
The Northwest areas for sweeping are outlined on the **Exhibit C - Map**.	Sweep from June 1st through September 30th **one (1)** time a month. October 1st through May 31st **two (2)** times a month	Excludes weekends and holidays; except when requested by the City
The Southwest areas for sweeping are outlined on the **Exhibit C - Map**	Sweep from June 1st through September 30th **one (1)** time a month. October 1st through May 31st **two (2)** times a month	Excludes weekends and holidays; except when requested by the City
Holiday event cleanup sweeping	Optional for post-holiday events and at the request of the City.	

- The number of sweep cycles may be increased or decreased at the discretion of the City at the same unit price.

VENDOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. Contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours, or voicemail must be available to take a message.
3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must display a visible company name/logo on the outside of the vehicle.

CONTRACTOR RESPONSIBILITIES

1. Contractor shall complete all work performed under this Agreement in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor at their expense shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
4. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.

SUB-CONTRACTORS

1. Contractor must perform a minimum of 80% of the work with their own forces.
2. Services assigned to sub-contractors must be approved in advance by the City Project Manager.

Exhibit B - PRICE PROPOSAL PWD/260828

Bidder name		Bidder Location
Bomac Construction Services, Inc. dba GH Street Sweeping		Palmetto, FL

INITIAL TERM PRICING

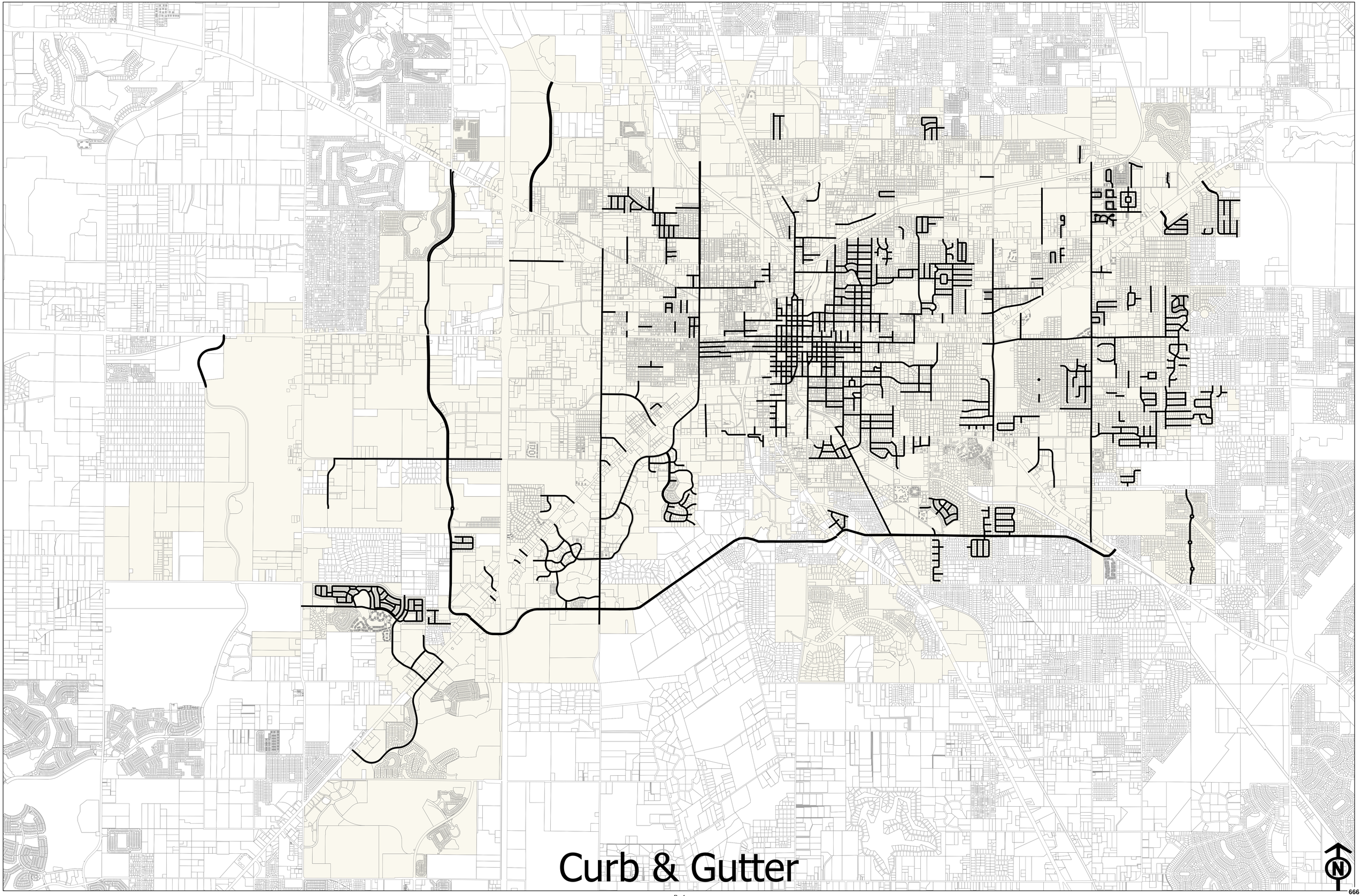
ITEM	DESCRIPTION	UOM	Estimated Annual	Price Per Service	COST
1	City Streets only with Miami curb or curb and gutter for a total of **200 center lane miles,** including both sides of the street. *Unit price shall be based on the above description*	Each Service	20	$ 15,900.00	$ 318,000.00
2	Parking Lot – Concord Lot# 5	Each Service	20	$ 50.00	$ 1,000.00
3	Parking Lot – Murphy Lot# 13	Each Service	20	$ 50.00	$ 1,000.00
4	Parking Lot – American Pawn# 7	Each Service	20	$ 50.00	$ 1,000.00
5	Parking Lot-Collier Lot# 9	Each Service	20	$ 50.00	$ 1,000.00
6	Parking Lot – Theatre Lot	Each Service	20	$ 50.00	$ 1,000.00
7	Parking Lot – Down Town Square	Each Service	20	$ 50.00	$ 1,000.00
	Annual Bid Amount (Enter this amount in ProRFx)				**$ 324,000.00**

Optional Items below are not considered in bid award, but must still be completed. Failure to complete all items may result in rejection of quote as non-responsive.

ITEM	DESCRIPTION	UOM	COST
8	Downtown Commercial Area - After Block Party, Post Holiday Events at the request of the City	Per Hour	$ 175.00
9	Non-Emergency Roadway Sweeping	Per Hour	$ 150.00
10	Non-Emergency Roadway Sweeping Disposal	Per Cubit Yard	$ 65.00
11	Emergency Roadway Sweeping	Per Hour	$ 175.00
12	Emergency Roadway Sweeping Disposal	Per Cubit Yard	$ 65.00
13	Hourly rate – Service to other parking areas not specifically listed above	Per Hour	$ 175.00

Downtown Parking Map




Curb & Gutter
N

Holiday Schedule

New Year's Day

Thanksgiving Day

Day After Thanksgiving

Martin Luther King, Jr. Day

Memorial Day

Christmas Eve

Christmas Day

Independence Day

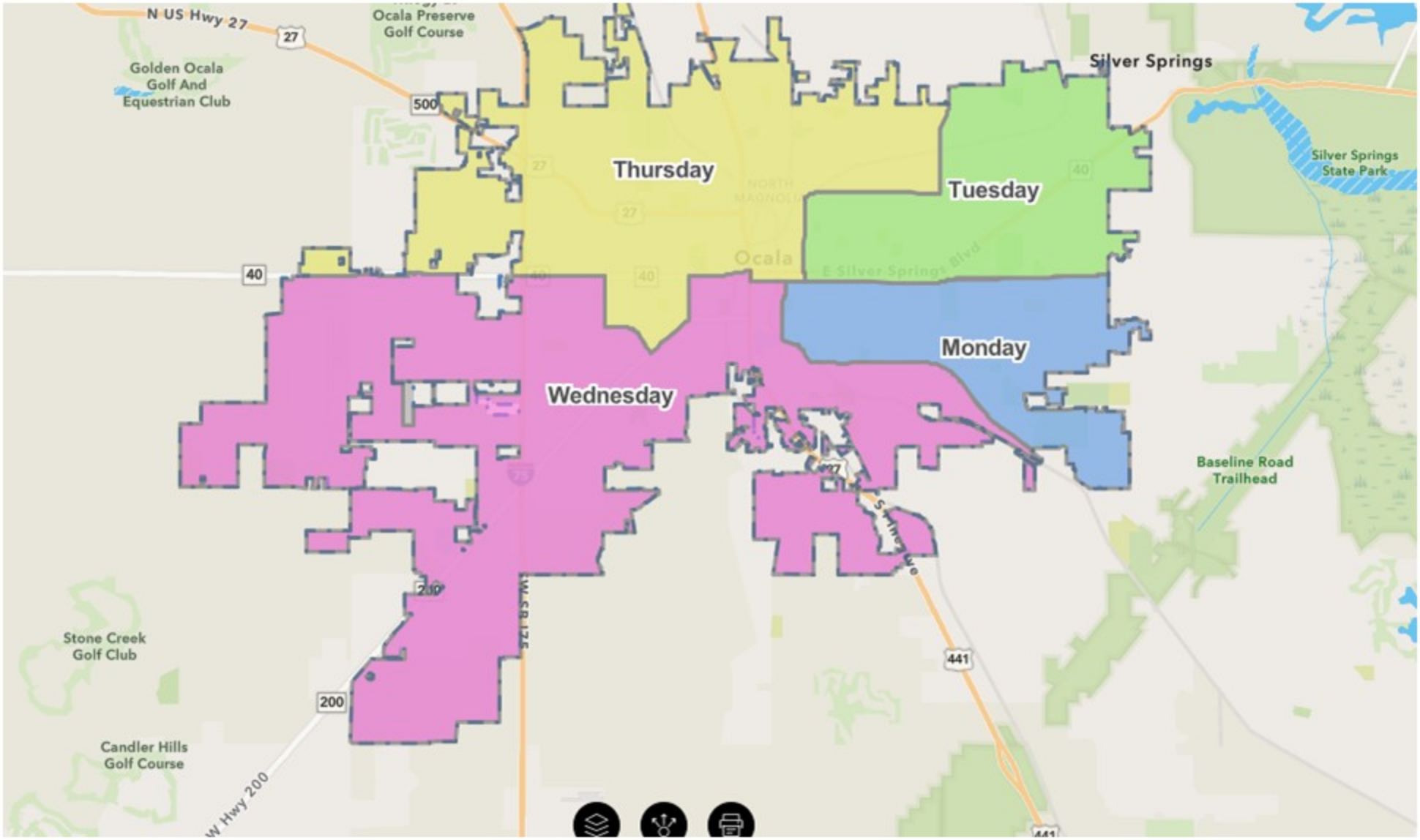
Juneteenth

Labor Day

Veterans' Day

If the holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. If the holiday falls on a Sunday, the holiday shall be observed on the following Monday or as designated by the City.

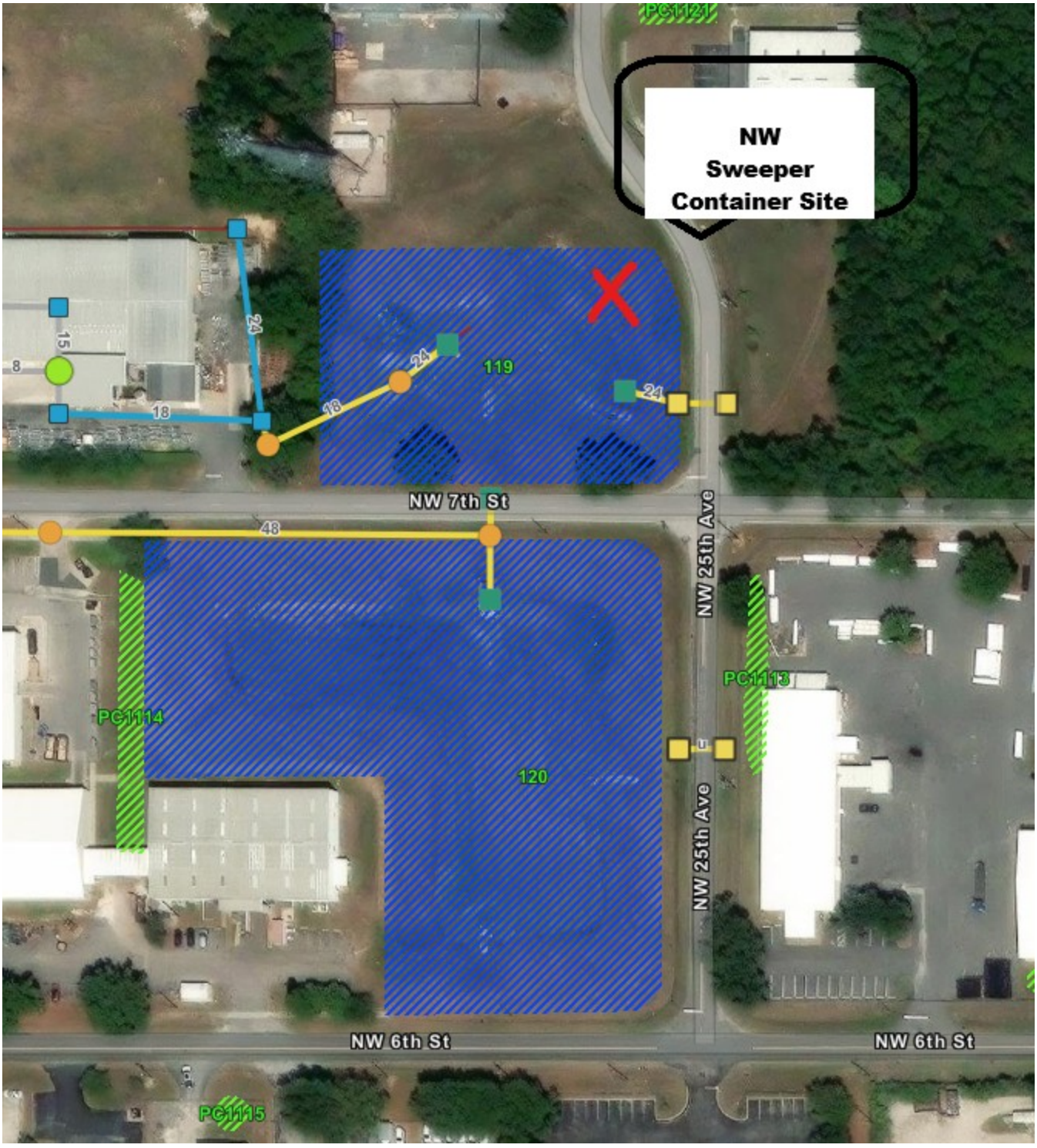
Also on the city website for more definitive boundaries. https://www.ocalafl.gov/government/city-departments-i-z/public-works/sanitation-services/commercial-sanitation/residential-sanitation



The contractor can use these locations for sweeper dumpsters.
NOTE • All sweeper dumpster areas must be kept clean and tidy at all times.



The contractor can use these locations for sweeper dumpsters.
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The contractor can use these locations for sweeper dumpsters.
NOTE • All sweeper dumpster areas must be kept clean and tidy at all times.



BID TABULATION & NOTICE OF INTENT TO AWARD

Bid Name: **Street Sweeping Services**
ProRFx ID: ITB0608260000095
Notifications Sent: 19313
Bids: 3

Solicitation: ITB# PWD/260828
Buyer: Caley Conard
Buyer Email: cconard@ocalafl.gov
Buyer Phone: 352-629-8234

7/8/2026 Notice of Intent to Award to **Bomac Construction Services, Inc.**, pending City Council approval.

Bidder Name	Office Location	Total Bid Amount
Express Drain & Sewer Cleaning	Hollywood, FL	**$ 156,500.00**
*Bid rejected for non-compliance		
Bomac Construction Services, Inc.	Palmetto, FL	**$ 324,000.00**
USA Services of Florida, LLC	Seven Hills, OH	**$ 393,520.00**

*Bid rejected for non-compliance - Vendor did not bid on all line items, equipment list did not meet minimum requirements.

File #: 2026-1792 Agenda Item #: 10g.

Submitted By: Brittany Craven

Presentation By: Doug Peebles

Department: Electric Utility

FORMAL TITLE:
Two-year renewal of the agreement with Tyndale Enterprises, Inc. to provide a managed uniform program for Ocala Electric Utility and Ocala Fiber Network in an amount not to exceed $160,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Ocala Electric Utility (OEU) and Ocala Fiber Network (OFN) have an ongoing need for a managed uniform program to provide flame-resistant, high-visibility uniforms and work apparel to ensure employee safety while performing field operations. On August 1, 2023, City Council approved a three-year Agreement for Direct Purchase with Tyndale Enterprises, Inc. for these services.

FINDINGS AND CONCLUSIONS:
The current agreement with Tyndale Enterprises, Inc. is scheduled to expire. Tyndale has consistently provided quality products and reliable managed uniform services throughout the initial contract term, meeting the operational and safety needs of Ocala Electric Utility (OEU) and Ocala Fiber Network (OFN). The total expenditure for the two-year renewal period shall not exceed $160,000. Staff recommend renewing the agreement for an additional two-year term to ensure the continued availability of flame-resistant, high-visibility uniforms and related services for field personnel.

FISCAL IMPACT:
Funding for uniforms and related services has been budgeted by the departments utilizing this agreement within their respective annual operating budgets.

PROCUREMENT REVIEW:
These goods and services were procured in compliance with the City's procurement policy.

LEGAL REVIEW:
This amendment will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

SECOND AMENDMENT TO AGREEMENT FOR DIRECT PURCHASE UNIFORM PROGRAM MANAGEMENT

THIS SECOND AMENDMENT TO AGREEMENT FOR DIRECT PURCHASE UNIFORM PROGRAM MANAGEMENT ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **TYNDALE ENTERPRISES, INC.**, a foreign for-profit corporation duly organized in the state of Pennsylvania and authorized to do business in the state of Florida (EIN# 23-2189889) ("Vendor").

WHEREAS, on October 13, 2023, City and Vendor entered into an Agreement for Direct Purchase Uniform Program Management (the "Original Agreement"), City of Ocala Contract Number: ELE/230220 for a three-year term, from August 2, 2023, to August 1, 2026; and

WHEREAS, on November 13, 2025, City and Vendor entered into a First Amendment to Agreement for Direct Purchase Uniform Program Management (the "First Amendment"), to amend the pricing schedule attached to the Original Agreement **as Exhibit B** and update the invoicing information contained in the Original Agreement.

WHEREAS, City and Vendor now desire to renew the Original Agreement for the sole two-year renewal term available under the terms of the Original Agreement.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for a two (2) year term commencing **AUGUST 2, 2026**, and ending **AUGUST 1, 2028.**
4. **COMPENSATION.** City shall pay Vendor a price not to exceed **ONE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS ($160,000)** as full and complete compensation for the provision of services over the Renewal Term in accordance with the pricing schedule.
5. **NOTICES**. All notices, certifications or communications required by this Second Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows

If to Vendor:

Tyndale Enterprises, Inc.
Attn: Barbara Fitzgeorge, VP of Marketing
5050 Applebutter Road
Pipersville, Pennsylvania 18947-1808
PH: 215-766-5660
E-mail: marketing@tyndaleusa.com

If to City of Ocala:	Jameel Barnes, Director City of Ocala, Procurement & Contracting Department 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 PH: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.
8. **LEGAL AUTHORITY**. Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this First Amendment on _____.

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Ire J. Bethea Sr
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

TYNDALE ENTERPRISES, INC.

_____

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

Docusign Envelope ID: 54867803-2B53-47A2-95B3-AF10C06C1358

FIRST AMENDMENT TO AGREEMENT FOR DIRECT PURCHASE UNIFORM PROGRAM MANAGEMENT

THIS FIRST AMENDMENT TO AGREEMENT FOR DIRECT PURCHASE UNIFORM PROGRAM MANAGEMENT ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **TYNDALE ENTERPRISES, INC.**, a foreign for-profit corporation duly organized in the state of Pennsylvania and authorized to do business in the state of Florida (EIN# 23-2189889) ("Vendor").

WHEREAS, on October 12, 2023, City and Vendor entered into an Agreement for Direct Purchase Uniform Program Management (the "Original Agreement"), City of Ocala Contract Number: ELE/230220 for a three-year term, from August 2, 2023 to August 1, 2026; and

WHEREAS, City and Vendor now desire to update the pricing schedule attached to the Original Agreement **as Exhibit B**, and update the invoicing information contained in the Original Agreement.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **AMENDMENT TO EXHIBIT B.** The document attached to the Original Agreement as Exhibit B – Price Proposal is hereby deleted in its entirety and replaced with Amended Exhibit B – Price Proposal.
4. **AMENDMENT TO PARAGRAPH 4.C**. The language in Paragraph 4.C. in the Original Agreement is hereby deleted in its entirety and replace with the following language:

   Monthly invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **Ocala Electric Utility**, Attn: **Brittany Craven**, **1805 NE 30th Avenue, Bldg. 400, Ocala, Florida 34470**, E-mail: bcraven@ocalfl.gov and elecamingrp@ocalafl.gov.
5. **NOTICES**. All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

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If to Vendor:	Tyndale Enterprises, Inc. Attn: Barbara Fitzgeorge, VP of Marketing 5050 Applebutter Road Pipersville, Pennsylvania 18947-1808 PH: 215-766-5660 E-mail: marketing@tyndaleusa.com
If to City of Ocala:	Daphne M. Robinson, Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 PH: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
8. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

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IN WITNESS WHEREOF, the parties have executed this First Amendment on 11/13/2025.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by:
Janice Mitchell
55198B43858A4E1...
Janice Mitchell
Chief Financial Officer

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
1A55AB8A8ED84F3...
William E. Sexton, Esq.
City Attorney

TYNDALE ENTERPRISES, INC.

Signed by:
Barbara Fitzgeorge
BBCA4AD2A88F4A0...

By: Barbara Fitzgeorge
(Printed Name)

Title: VP Marketing
(Title of Authorized Signatory)

Docusign Envelope ID: 54867803-2B53-47A2-95B3-AF10C06C1358

National Account	Master Item	Gender	Master Item Description	Base Price
CITOCA	C0CSZ-ORG	Mens	SS T-SHIRT W/PKT 6.1OZ COTTON	$12.00
CITOCA	C0AAC-BLK	Mens	K87 CARHARTT 6.75 OZ WW T-SHIRT	$19.95
CITOCA	C0AAC-BLU	Mens	K87 CARHARTT 6.75 OZ WW T-SHIRT	$19.95
CITOCA	C0AAC-CHT	Mens	K87 CARHARTT 6.75 OZ WW T-SHIRT	$19.95
CITOCA	C0AAC-DES	Mens	K87 CARHARTT 6.75 OZ WW T-SHIRT	$19.95
CITOCA	C0AAC-HGY	Mens	K87 CARHARTT 6.75 OZ WW T-SHIRT	$19.95
CITOCA	C0AAC-NVY	Mens	K87 CARHARTT 6.75 OZ WW T-SHIRT	$19.95
CITOCA	C0CRZ-ORG	Mens	2000 SS TSHIRT 6.1OZ COTTON	$9.00
CITOCA	C0GIZ-BLK	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	$7.00
CITOCA	C0GIZ-CHR	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	$7.00
CITOCA	C0GIZ-CRD	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	$7.00
CITOCA	C0GIZ-GLD	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	$7.00
CITOCA	C0GIZ-LME	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	$7.00
CITOCA	C0GIZ-LSN	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	$7.00
CITOCA	C0GIZ-MGA	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	$7.00
CITOCA	C0GIZ-MRN	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	$7.00
CITOCA	C0GIZ-NVY	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	$7.00
CITOCA	C0GIZ-RBL	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	$7.00
CITOCA	C0GIZ-SND	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	$7.00
CITOCA	C0GIZ-WHT	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	$7.00
CITOCA	C0GIZ-YEL	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	$7.00
CITOCA	C0GJZ-BLK	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	$10.00
CITOCA	C0GJZ-CHR	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	$10.00
CITOCA	C0GJZ-LBL	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	$10.00
CITOCA	C0GJZ-LME	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	$10.00
CITOCA	C0GJZ-MRN	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	$10.00
CITOCA	C0GJZ-NAT	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	$10.00
CITOCA	C0GJZ-NVY	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	$10.00
CITOCA	C0GJZ-ORG	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	$10.00
CITOCA	C0GJZ-RBL	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	$10.00
CITOCA	C0GJZ-RED	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	$10.00
CITOCA	C0GJZ-SND	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	$10.00
CITOCA	C0GJZ-WHT	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	$10.00
CITOCA	C0NGZ-ORG	Unisex	5250T T-SHIRT 100% COTTON	$7.00
CITOCA	D215C-NVY	Mens	CARHARTT RLXED CARGO WORK PANT 9.7 CAL	$160.00
CITOCA	D291Y-NVY	Mens	ARIAT M4 RELAXED RIPSTOP PANT 10 CAL	$162.60
CITOCA	F026B-FYE	Mens	BULWARK HI VIS LONG SLEEVE HENLEY 8 CAL	$152.65
CITOCA	F02AB-YEG	Mens	BULWARK LGTWHT HI-VIS LS SHIRT 8 CAL	$148.65
CITOCA	F02CY-FYE	Mens	DRIFIRE HI-VIS LS T- SHIRT 10 CAL	$182.55
CITOCA	F02QY-FYE	Womens	DRIFIRE WMNS HI-VIS LS SHIRT 11 CAL	$156.65
CITOCA	F06DY-FYE	Mens	LAKELAND HI-VIS LS3-BUTTON HENLEY 16.4C	$142.65
CITOCA	F06GY-FYE	Mens	LAPCO FR HI-VIS LS HENLEY 16.4CAL	$147.65
CITOCA	F0AQY-FYE	Womens	DRAGNWEAR WMNS PRODRY HIVIS LS HOOD 8.7C	$195.55
CITOCA	F150Y-FYE	Mens	DRIFIRE HI-VIS UTILITY SHIRT 7OZ MODA	$210.50
CITOCA	F151Y-FYE	Mens	LAKELAND HI-VIS LS BUTTON DOWN SHIRT 8.9	$123.70
CITOCA	F15LY-FYE	Mens	DRIFIRE TALL HIVIS BUTTON DOWN WORK SHRT	$231.45
CITOCA	F190Y-FYE	Mens	NSA HI VIS WORK SHIRT 8 CAL	$165.00
CITOCA	F230Y-MDS	Mens	WRANGLER 20X VINTAGE BOOT JEAN 18 CAL	$84.00
CITOCA	F230Y-RNB	Mens	WRANGLER 20X VINTAGE BOOT JEAN 18 CAL	$84.00

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National Account	Master Item	Gender	Master Item Description	Base Price
CITOCA	F231Y-LAS	Mens	ARIAT M4 RELAXED FIT BOOT CUT JEAN 14CAL	$120.70
CITOCA	F236C-MNS	Mens	CARHARTT FR RUGGED FLEX RELAX JEAN 12 C	$130.00
CITOCA	F23FY-AIR	Mens	ARIAT M4 LOW RISE STRETCH JEAN 14 CAL	$124.70
CITOCA	F23JY-KEL	Mens	ARIAT M7 SLIM STECH LITE JEAN	$124.70
CITOCA	F23KY-DNM	Womens	DOVETAIL DX BOOTCUT JEANS 14 CAL	$148.00
CITOCA	F293T-DNM	Womens	TYNDALE FRMC WOMENS RELAXED JEAN 15CAL	$97.80
CITOCA	F770B-FYE	Mens	BULWARK HI-VIS PULLOVER SWEATSHIRT 20CAL	$240.40
CITOCA	F938Y-NVY	Womens	NSA WOMEN'S FR SPORTS BRA 4 CAL	$73.85
CITOCA	F938Y-TAN	Womens	NSA WOMEN'S FR SPORTS BRA 4 CAL	$73.85
CITOCA	F93GY-TAN	Womens	DRIFIRE WOMENS BOY SHORTS 4.9 CAL	$54.90
CITOCA	F93HY-TAN	Womens	DRIFIRE WOMENS SPORTS BRA 4.9CAL	$79.80
CITOCA	F999Y-BLK	Mens	DRAGONWEAR LIVEWIRE BEANIE 32 CAL	$36.10
CITOCA	J189Y-FYE	Mens	LAPCO FR COTTON HIVIS UNIFORM SHIRT 8.7C	$123.70
CITOCA	J230T-DNM	Mens	TYNDALE AMTEX RELAXEDBOOTCUT WORKJEAN24C	$68.85
CITOCA	J230Y-DNM	Mens	WRANGLER FR DNM RELAXED FIT JEAN 24CAL	$77.85
CITOCA	J233T-DNM	Womens	TYNDALE AMTEX WOMENS JEANS 24 CAL	$68.85
CITOCA	J23AY-DNM	Mens	WRANGLER FR DNM SLIM FIT JEAN 24 CAL	$77.85
CITOCA	J23MY-FLT	Mens	ARIAT RELAX FITSTRAIGHTLEG M3 JEAN 20CAL	$101.75
CITOCA	J23MY-SHL	Mens	ARIAT RELAX FITSTRAIGHTLEG M3 JEAN 20CAL	$101.75
CITOCA	J23NY-FLT	Mens	ARIAT WORKHORSE BOOT CUT M4 JEAN 20CAL	$113.75
CITOCA	J770T-FYE	Mens	TYNDALE SIGNAL HIVIS HOODSWTSHIRT 28C	$225.45
CITOCA	J772T-FYE	Mens	TYNDALE SIGNAL HIVIS ZIP FRNT SWTSHT 28C	$235.45
CITOCA	K213T-NVY	Womens	TYNDALE LADIES AMTEX CARGO PANT 12.1 CAL	$90.00
CITOCA	K215T-NVY	Mens	TYNDALE AMTEX UTILITY CARGO PANT 12 CAL	$90.00
CITOCA	K290C-NVY	Mens	CARHARTT FR CANVAS ORG LOOSE PANT 12CAL	$100.00
CITOCA	K290T-NVY	Mens	TYNDALE AMTEX WORK PANT W/RULE PKT 15CAL	$79.80
CITOCA	M034T-FYE	Mens	TYNDALE SIGNAL HI-VIS LS T-SHIRT 11 CAL	$140.65
CITOCA	M134T-FYE	Unisex	TYNDALE SIGNAL HIVIS LS BTNDWN SHIRT 11C	$160.60
CITOCA	M24MT-DDN	Mens	TYNDALE VERSA REG FIT FLEX JEAN 20 CAL	$117.75
CITOCA	M295T-NVY	Mens	TYNDALE FRMC CANVAS PANT 15 CAL	$102.75
CITOCA	M297T-NVY	Mens	TYNDALE VERSA 5POCKET CASUAL PANT 12 CAL	$144.65
CITOCA	M93FT-BLK	Mens	TYNDALE THERMAL HAT 16 CAL	$29.45
CITOCA	S0DJZ-LME	Mens	9118 KISHI HI VIS SHORT SLEEVE SHIRT	$21.95
CITOCA	S0DJZ-ORG	Mens	9118 KISHI HI VIS SHORT SLEEVE SHIRT	$21.95
CITOCA	S0DLZ-LME	Mens	KISHIGO HI VIS BLACK LS SHIRT	$36.95
CITOCA	S0DLZ-ORG	Mens	KISHIGO HI VIS BLACK LS SHIRT	$36.95
CITOCA	S0DMZ-LME	Mens	KISHIGO HI VIS LONG SLEEVE SHIRT	$23.95
CITOCA	S0DMZ-ORG	Mens	KISHIGO HI VIS LONG SLEEVE SHIRT	$23.95
CITOCA	T230Y-DTN	Mens	WRANGLER ADVCED CMFRT JEAN 21 CAL	$85.80
CITOCA	T235B-DNM	Mens	BULWARK RELAXED BOOT STRETCH JEANS 15CAL	$89.80
CITOCA	T257C-NVY	Womens	CARHARTT FR RUG FLEX WORK PANT 11 CAL	$120.00
CITOCA	U199Y-FYE	Mens	NSA DH HI VIS WORK SHIRT 8 CAL	$227.45
CITOCA	W93CY-ANR	Womens	WOOLPOWER WOMENS LONG JOHNS 6.2 CAL	$114.00

Certificate Of Completion

Envelope Id: 54867803-2B53-47A2-95B3-AF10C06C1358
Status: Completed
Subject: SIGNATURE: Amendment 2 - Direct Purchase Uniform Program (ELE/2302200
Source Envelope:
Document Pages: 5
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

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Location: Docusign

Signer Events	Signature	Timestamp
Barbara Fitzgeorge BFitzgeorge@TyndaleUSA.com VP Marketing Security Level: Email, Account Authentication (None)	Signed by: Barbara Fitzgeorge BBCA4AD2A88F4A0... Signature Adoption: Pre-selected Style Using IP Address: 72.92.83.99	Sent: 11/13/2025 7:00:15 AM Viewed: 11/13/2025 8:40:47 AM Signed: 11/13/2025 9:01:27 AM
Electronic Record and Signature Disclosure: Accepted: 11/13/2025 8:40:47 AM ID: c5db99cd-ff2a-4243-bb79-840b0c6d0281		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 11/13/2025 9:01:28 AM Viewed: 11/13/2025 2:48:53 PM Signed: 11/13/2025 2:52:06 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 11/13/2025 2:52:08 PM Viewed: 11/13/2025 3:46:51 PM Signed: 11/13/2025 3:47:14 PM
Electronic Record and Signature Disclosure: Accepted: 11/13/2025 3:46:51 PM ID: c0ade9ab-86b3-4be2-9964-65712e594db1		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 11/13/2025 3:47:16 PM Viewed: 11/13/2025 3:47:58 PM Signed: 11/13/2025 3:48:13 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 11/13/2025 3:47:58 PM ID: 8e468b6b-1ce2-4d09-8bb9-e963073fb6a7		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Dawndrea Strohler DStrohler@TyndaleUSA.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/4/2025 6:49:04 PM ID: 30b724f4-1b58-4ecb-b92a-9d693ab0b9a5	COPIED	Sent: 11/13/2025 7:00:18 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/14/2025 4:34:08 PM
Certified Delivered	Security Checked	11/13/2025 3:47:58 PM
Signing Complete	Security Checked	11/13/2025 3:48:13 PM
Completed	Security Checked	11/13/2025 3:48:13 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

DocuSign Envelope ID: D70F22E6-0AE3-4A14-AB10-370485D55C8F

AGREEMENT FOR DIRECT PURCHASE UNIFORM PROGRAM MANAGEMENT

THIS AGREEMENT FOR DIRECT PURCHASE UNIFORM PROGRAM MANAGEMENT ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **TYNDALE ENTERPRISES, INC.**, a foreign for-profit corporation duly organized in Pennsylvania and authorized to do business in the state of Florida (EIN: 23-2189889) ("Vendor").

WHEREAS, on February 21, 2023, the City of Ocala issued a Request for Proposals ("RFP") for the provision of uniform and work apparel, RFP No.: ELE/230220 (the "Solicitation"); and

WHEREAS, six (6) firms responded to the Solicitation and, after the consideration of price and other evaluation factors set forth in the Solicitation, the proposal submitted by Tyndale Enterprises, Inc. was scored the highest by a City review committee; and

WHEREAS, Vendor was chosen as the intended awardee to provide a direct purchase uniform program for City employees ("Services").

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Vendor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; and (c) the City's Solicitation for the Services and the bid submitted by Vendor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

      Exhibit A: Scope of Work (A-1 through A-3)
      Exhibit B: Price Proposal (B-1)
      Exhibit C: Proposal (C-1 through C-44)

      If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B., then (3) Exhibit C.

3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, certifications, and all other things necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work, Exhibit C – Proposal,** and the Solicitation Documents. In the event of a conflict between this Agreement and the Solicitation Documents as to the Scope of Services to be performed by Vendor, this Agreement and all of its Exhibits shall be given precedence to resolve any identified inconsistency. The Scope of Work may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Vendor a price not to exceed the maximum limiting amount of **TWO HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS ($280,000)** (the "Contract Sum") The allowability of compensation sought under this Contract is expressly made subject to the terms of this Contract, and any pertinent Federal and State law.
   A. **Pricing**. Vendor shall be compensated in accordance with the pricing schedule set forth in **Exhibit B – Price Proposal**. Vendor's prices are exclusive of withholding, use, excise, privilege or similar taxes as well as customs, duties, export fees or tariffs and shipping charges.
   B. **Renewal Pricing Increases**. Pricing shall remain firm and fixed during the first six (6) months of this Agreement. Any renewal price adjustment shall be subject to negotiation and must be

approved by the City of Ocala. Vendor shall submit a written request for price adjustment identifying the reason for the price increase, and attach suitable documentation in support of same, no less than **NINETY (90) DAYS** prior to the expiration of the then existing Contract Term. No retroactive price adjustments will be allowed. Pricing increases will not occur more frequently than semi-annually. Prince increases are based on documented increases from product manufacturers. It is Vendor's responsibility to notify the City of any changes and to request a Change Order. If the City does not agree to increases, Vendor has the right to remove those items from the program.

C. **Invoice Submission**. Monthly invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **Ocala Electric Utility**, Attn: **Lisa Crouthamel, 1805 NE 30th Avenue, Ocala, Florida 34470**, E-mail: lcrouthamel@ocalafl.org.

D. Information on Invoice. Vendor shall provide the following information on each invoice:
   a. Utility Services Department (Ocala Electric Utility or Ocala Fiber Network)
   b. Division and employee name
   c. Ocala Electric Utility divisions include: Transmission & Distribution, AMI and Substation. Departments and/or divisions may be added or deleted as the City deems necessary.
   d. Duplicate shipping statements

E. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. All payments shall be due net (30) days from the date of the invoice, and City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed.

F. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall not exceed the disputed amount under any applicable invoice and shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.

G. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment

H. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **AUGUST 2, 2023** and continue for a term of **THREE (3)** years, through and including **AUGUST 1, 2026**. This Agreement may be renewed for up to **ONE (1)** additional, **TWO-YEAR** (2-year) period by written consent between City and Vendor.

6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States

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or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK**. All services, and products provided by Vendor under this Agreement shall be provided under the direction and to the satisfaction and approval of the City Project Manager (the "Project Manager").
   A. The City shall have sixty (60) days from the date of receipt of any Goods to notify Vendor that the City is rejecting such good or product based on any defect or lack of compliance with the requirements and specifications in the related Purchase Order, in which case Vendor, in its sole discretion and at its cost, shall either 1) replace each defective Good promptly after the return of the defective Good(s), 2) repair such Good(s), or 3) refund the full amount paid by the City for each defective Good upon the return of the defective Good(s). Such notification shall be in writing and shall state the nature of the defect or lack of compliance. With respect to any returned Good(s) that are not defective, and which comply with the specifications set forth in the related Purchase Order, the City shall pay all expenses and costs relating to the return. See Exhibit A for Custom Goods return terms.
   B. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials, the rate of progress of the services, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the Services.
   C. Neither the Project Manager's review of Vendor's services nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or safety precautions or programs incident to Vendor's provision of Services under this Agreement.
8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, shall give thirty (30) days' advance written notice of default to the defaulting party.. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor thirty (30) days' advance written notice of termination. Any

notice of termination given to Vendor by City shall be effective immediately upon the conclusion of the thirty (30) days or the termination date listed in the notice, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

(1) Vendor's performance or workmanship fails to conform to the specifications of the Purchase Order thereby falling below acceptable City or trade standards;
(2) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
(3) Vendor provides material that does not meet the specifications of the Purchase Order or Agreement;
(4) Vendor fails to complete the work required within the time stipulated in the Agreement or reach mutually agreeable alternative delivery dates with City; or
(5) Vendor fails to cure any default in the performance of the Agreement within ten (10) days after receipt of written notice from the City thereby giving the City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

B. **Vendor's Opportunity to Cure Default**. City shall provide Vendor with the opportunity to cure the violations within ten (10) days of the City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall use commercially reasonable efforts to cure to completion within a reasonable time as determined by City, which shall not be less than the ten (10) days provided in the notice. If the violations are not corrected within the ten (10) day period or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Vendor Default**. In the event Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

(1) City shall be entitled to terminate this Agreement without further notice;
(2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;
(3) City shall be entitled to recover from Vendor all actual and reasonable costs of completing the required work; and
(4) City shall be entitled to recovery from Vendor any actual excess costs by deduction from any unpaid balances owed to Vendor for products not delivered or services not performed.

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.

9. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.

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10. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any Vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of one (1) year and bid debarment for a period of up to three (3) years for serious contract failures.
11. **VENDOR REPRESENTATIONS.** Vendor expressly represents that:
    A. Vendor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.
    B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.
    C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
    D. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
12. **VENDOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:
    A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
    B. Vendor shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions or programs incident thereto.
    C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
    D. Vendor shall comply with all applicable local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
    E. Vendor and City shall continue performance of undisputed obligations under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing, including payment of undisputed amounts.
    F. Title and risk of loss shall pass from Vendor to the City upon the delivery of goods to the City's designated location.
13. **WARRANTY.** Vendor warrants that all goods and services furnished to the City shall be in accordance with the specifications herein and free from any defects of workmanship and materials.

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Vendor warrants that goods furnished to the City shall be merchantable and fit for the City's described purposes on the attached garment label or product description, and that no governmental law, regulation, order, or rule has been violated in the manufacture or sale of such goods. Vendor shall provide information on its return and refund policy, which shall include embroidered and non-embroidered items. Any warranty provided by Vendor is conditioned upon the following: (a) user adhering to all washing and care instructions provided by Vendor, (b) the Goods being used for their intended purpose as stated in the product label, and (c) the Good(s) not being modified, altered, or repaired by a third party. If the City or the ultimate user fails to follow the requirements of this Section 13, then any warranty provided by Vendor is void. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, VENDOR PROVIDES NO REPRESENTATIONS, CONDITIONS, OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE GOODS (OR ANY SERVICES PERFORMED RELATED TO THE GOODS).

At a minimum, if an article of clothing is delivered damaged, or is a different item/size/color/etc. than that requested by the City, and City notifies Vendor in writing within sixty (60) days after delivery is received then corrections, repairs or replacement or refunds shall be performed by the Vendor in its sole discretion and at no additional charge.

14. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
15. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Vendor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Vendor does not own vehicles, Vendor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Vendor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
16. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:
    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
    C. Policy must include coverage for contractual liability and independent contractors.
    D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Vendor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.
17. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such

amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Vendor shall waive and shall ensure that Vendor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Vendor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver**.

18. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting Vendor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractors, or for anyone whose negligent act(s) Vendor may be liable.

B. No insurance shall be provided by the City for Vendor under this Agreement and Vendor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. Certificates of Insurance. No work shall be commenced by Vendor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Vendor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org.** Vendor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. City as an Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.

E. Notice of Cancellation of Insurance. Vendor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Vendor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org.

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F. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. Severability of Interests. Severability of Interests. Vendor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

19. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
    A. All employees on the work and other persons that may be affected thereby;
    B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
    C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

    All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

20. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, Vendor shall not discriminate against its employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
21. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any vendor, subcontractor, or of any of their agents or employees.
22. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship

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which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.

23. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.
24. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
25. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all actual and reasonable expenses and costs actually incurred by City to accomplish such completion shall be credited to City.
26. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:
    A. Keep and maintain public records required by the public agency to perform the service.
    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Vendor does not transfer the records to the public agency.
    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

27. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
28. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

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29. **E-VERIFY.** Pursuant to section 448.095, Vendor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Vendor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Vendor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Vendor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Vendor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Vendor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
30. **CONFLICT OF INTEREST.** Vendor must have disclosed with the submission of their bid, the name of any officer, director, or agent who may be employed by City. Vendor must disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
31. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
32. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
33. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.
34. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
35. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

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If to Vendor:	Tyndale Enterprises, Inc. Attention: Barbara Fitzgeorge, VP of Marketing 5050 Applebutter Road Pipersville, Pennsylvania 18947-1808 Phone: 215-766-5660 E-mail: marketing@tyndaleusa.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.org
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.org

36. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
37. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
38. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

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39. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
40. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.
41. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
42. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
43. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
44. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
45. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
46. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
47. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
48. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for

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whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on 10/12/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
8DB357F4C88E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
James P. Hilty, Sr.
6FD4EC32DB6F4DF...

James P. Hilty, Sr.
City Council President

Approved as to form and legality:

DocuSigned by:
William Sexton
B0FDCEC4E86F429...

William E. Sexton, Esq.
City Attorney

TYNDALE ENTERPRISES, INC.

DocuSigned by:
Barbara Fitzgeorge
BBCA4AD2A88F4A0...

By: Barbara Fitzgeorge
(Printed Name)

Title: VP Marketing
(Title of Authorized Signatory)

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BACKGROUND

1. The City will directly purchase uniform and work apparel from Vendor to supply approximately seventy (70) employees, both men and women, with new quality embroidered or screen printed clothing.
2. Clothing shall include but not be limited to: t-shirts, polo shirts, button-down shirts, sweatshirts, light jackets, winter jackets and Arc Flash rated apparel (both tops, bottoms and women's undergarments).
3. The City is interested in purchasing items only and will not consider rentals.

OBJECTIVE

1. Vendor shall provide City Uniforms for purchase (not rentals) and use by the City's Utility Services departments (Ocala Electric Utility and Ocala Fiber Network).

PROGRAM MANAGEMENT

1. Vendor shall provide an online presence that City employees can use to manage orders, allowances, and payments.
2. The online ordering presence should be able to show at a minimum:
   a. products available for purchase.
   b. current allowance balance.
   c. order status.
3. If the product is not available, a program manager must be assigned to the City in order to ensure prompt customer service and minimal administrative burden for the City Contract Administrator and his/her designee.
4. The online presence shall have the ability to accommodate specific catalogs for individual departments/divisions within the City.
5. Each individual catalog will have the ability to host numerous clothing items from a variety of manufacturers.
6. All employees included in the clothing program shall have access to their own account within the online presence, and will be issued an allowance to purchase items directly from the Vendor.
7. The City will not be responsible for monitoring the spending account for each participating employee.
8. The number of employees participating in the clothing program will vary from year to year.
9. Customer service's turnaround time shall be 48 hours or less for response.

CLOTHING SPECIFICATIONS

1. In lieu of providing clothing specifications, the City intends for Vendor to provide the City with a **percentage discount off catalog (or listed) pricing.**
2. All apparel shall be new, unused, and not previously sold to another customer.
3. The City's catalogs shall include, but are not limited to, AR/FR and ANSI Class 3 high visibility apparel.
4. Clothing shall be free of defect in material and workmanship.

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5. Flame Resistant Clothing apparel must comply with NFPA, ASTM and OSHA regulations for FR clothing and be a minimum of 8 cal/cm^2.
6. Vendor's pricing shall be inclusive of all sizing requirements.
7. Charges for specific sizing must be annotated.

QUANTITY

1. Approximately seventy (70) employees will fall under this Agreement requiring uniform purchases.
2. The expectation is that each employee will purchase eight (8) to twelve (12) full uniforms (shirt/pants) within the first two (2) years of the start of this Agreement, then four (4) full uniforms each year thereafter. This is an estimated annual usage only, and nothing herein shall bind the City to purchase any specified quantity of product(s).
3. It is also further understood that the City shall not be obligated to purchase or pay for any product(s) covered unless and until ordered and received in good condition by the City.
4. The City may increase or decrease the number of uniforms (or employees) as it deems necessary.
5. No minimum order quantity of products shall be required under this Agreement.

UTILITY LOGOS AND EMBROIDERY/SCREEN PRINTING

1. When a utility logo is required to be embroidered or screen printed on a garment, the City will provide the Vendor with a digital file of the utility logo.
2. When embroidered, the logo shall be embroidered in white or black FR threading.
3. The City does not have any patches that will be affixed to garments – only embroidery or screen printing of the utility logo will be required.
4. All shirts shall be screen printed, sweatshirts and outerwear must be embroidered.
5. The utility logo shall be located on the shirts, sweatshirts, and outerwear on the left breast pocket, or in the event there is no pocket on the garment, in the left breast pocket area.
6. Each individual department/division's online catalog must have the ability to specify logo application (department/color).

CATALOGS

1. The catalog shall include or be accompanied by a detailed sizing chart for items included in the catalog.
2. An updated catalog shall be provided (either in print or as an electronic document) at the beginning of each calendar year this agreement is in place.

PACKAGING OF ORDERS

1. Employees will order products through the online presence and those orders will have the option to be delivered directly to the employee's home.
2. All pricing shall be on an F.O.B Destination basis and shall include all delivery costs.
3. All prices, delivery, fitting or any other fee shall be clearly noted and included.
4. All items must be delivered within two (2) weeks of order date.

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5. The City will accept late delivery on backordered items only. A notification that an item is on backorder must be sent to the appropriate employee e-mail within seven (7) calendar days of order placement.

REPLACEMENT ITEMS

If a manufacturer discontinues a garment specified in this Agreement during the Contract Term, Vendor shall identify another garment of equal or greater quality for substitution (with the approval of the City).

PRICING

Vendor shall provide pricing as a discount off catalog price. Vendor shall include any additional optional costs for things such as embroidery, rush, shipping, alterations, sizing, oversize and tall sizes. The City must be notified of 30 days prior to effective dates of any changes to the list price in the catalog.

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TYNDALE

Exhibit B - Price Proposal

CONTRACT#

Attachment 8: Tyndale Pricing for City of Ocala

March 22, 2023

Master Item	Manufacturer	Description	Blended Price	Price	Oversize	Tyndale MSRP
FR Work Shirts			**Blended**	**2-Column**		
K196T	Tyndale	Men's Classic Long Sleeve Work Shirt	$60.85	$57.95	$70.30	$65.00
K193T	Tyndale	Women's Classic Long Sleeve Work Shirt	$60.85	$57.95	$70.30	$65.00
K176T	Tyndale	Men's Long Sleeve Button Down Work Shirt	$63.85	$60.80	$73.15	$68.00
K173T	Tyndale	Women's Long Sleeve Button Down Work Shirt	$63.85	$60.80	$73.15	$68.00
F166T	Tyndale	Men's Lightweight Long Sleeve Button Down Work Shirt	$88.80	$84.55	$101.65	$94.00
F163T	Tyndale	Women's Lightweight Long Sleeve Button Down Work Shirt	$88.80	$84.55	$101.65	$94.00
FR T Shirts						
M010T	Tyndale	Layer 1 Long Sleeve Tee Shirt	$63.85	$60.80	$73.15	$68.00
M013T	Tyndale	Women's Long Sleeve Base Layer - available 8/1/22	$63.85	$60.80	$73.15	$68.00
J02MT	Tyndale	Versa Raglan T-Shirt	$69.85	$66.50	$79.80	$74.00
FR Henley Shirts						
J060T	Tyndale	Men's Three Button Long Sleeve Henley	$66.85	$63.65	$76.95	$71.00
J063T	Tyndale	Women's Three Button Long Sleeve Henley	$63.65	$63.65	N/A	$71.00
FR Hi-Vis Shirts						
M03ST	Tyndale	Hi-Vis Short Sleeve T-Shirt	$110.75	$105.45	$127.30	$117.00
M034T	Tyndale	Hi-Vis LS Shirt with Pocket	$132.70	$126.35	$152.00	$140.00
M134T	Tyndale	Hi-Vis Long Sleeve Button Down Work Shirt	$148.65	$141.55	$170.05	$157.00
FR Work Pants						
M297T	Tyndale	Five Pocket Flex Casual Pant	$119.70	$114.00	$136.80	$126.00
FR Jeans						
J230T	Tyndale	Men's Classic Work Jean	$63.85	$60.80	$73.15	$68.00
J233T	Tyndale	Women's Classic Work Jean	$63.85	$60.80	$73.15	$68.00
M24MT	Tyndale	Versa Regular Fit Jean	$96.80	$92.15	$111.15	$102.00
FR Fleece						
M721T	Tyndale	Zip Front Hooded Sweatshirt	$170.60	$162.45	$195.70	$180.00
M72MT	Tyndale	Men's Versa Full Zip Hooded Sweatshirt	$178.60	$170.05	$204.25	$188.00
M056T	Tyndale	Men's Classic Casual 1/4 Zip Pullover	$117.75	$112.10	$134.90	$124.00
M701T	Tyndale	Hooded Sweatshirt	$159.60	$152.00	$182.40	$168.00
M70MT	Tyndale	Versa Three Button Sweatshirt with Hood	$164.60	$156.75	$188.10	$174.00

Notes:

In addition to the items quoted above, Tyndale offers a broad selection of FR clothing from top brands like Ariat, Bulwark, Carhartt, True North, and Wrangler for your consideration. Pricing for additional items is available upon request.

Freight not included in the price.

Embellishment not included in garment price. Embellishment pricing is as follows:

- Electric Utility LC Embroidered Logo - $3.85 each
- Electric Utility LC Screen Printed Logo in Black - $10.80 each
- Electric Utility LC Heat Transfer Logo - $1.55 each
- Fiber Network LC HT Small Logo in Black - $1.55 each
- Fiber Network LC Embroidered Logo - $4.25 each
- Fiber Network LC Screen Printed Logo in Black - $10.80

Blended price applies to all stock size available from a manufacturer.

2-Column oversize price applies to garments as follows:

- 2XL and higher for shirts, jackets, sweatshirts, etc.
- 44 in (waist) and higher for pants and jeans
- 52 in (chest) and higher for coveralls
- 22 (size) and up for women's pants

Tyndale MSRP is valid for base sizes (20% upcharge for oversize), shipping and logos not included.

Sales tax and any applicable customs, taxes or fees for shipments outside the U.S. are not included in the price of the garment.

Returns accepted within 60 days on unwashed, unworn, and unembellished garments.

Pricing based on Net 30 day payment terms or credit card payment. Pricing valid for 90 days from date of quote.

Purchaser is responsible for all third party fees associated with invoicing, bill payment set-up, and similar fees, such as Ariba.

The prices contained in this document are CONFIDENTIAL and shall not be shared without the express written consent of Tyndale.

Value Added Services

- Best Selection: Extensive AR/FR clothing selection for men and women - including a complete line of American-made options from Tyndale
- Best Delivery: $50M in on-hand inventory helps reduce lead times
- Online Ordering: Fully customized online ordering system displaying only Company-approved items
- Tracking: Direct-to-user garment and spend tracking and reporting
- Account Management: 35+ years of industry expertise, including participation in ASTM, EEI, NFPA
- Tyndale 360 Experience: On-site visits feature training and support, plus a chance to evaluate select garments
- WBE: Certified woman-owned business status
- Hassle-free returns and exchanges: No shipping or restocking fees for any unworn, unwashed, unembellished item returned within 60 days

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Tyndale's Response to the City of Ocala's RFP# ELE/230220 for Uniform Program Management

March 22, 2023

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Table of Contents

March 22, 2023

Tyndale has provided the City of Ocala with a response to RFP #ELE/230220 for Uniform Program Management. Our complete response includes the following:

- Cover letter
- Attachment 1: Exhibit A - SCOPE OF WORK - Tyndale's Response
- Attachment 2: Tyndale’s Response to City of Ocala’s Qualifications and Experience; Staffing Plan; Customer Service; Responsiveness
- Attachment 3: Tyndale’s Key Personnel Resumes for City of Ocala
- Attachment 4: Tyndale References for City of Ocala
- Attachment 5: Tyndale’s Response to City of Ocala’s Methodology; Ease of Use; Availability of Items
- Attachment 6: Tyndale Detailed Service Specification
- Attachment 7: Tyndale’s Response to City of Ocala’s Price Proposal; As a Percentage Discount Off Catalog (Or Listed Pricing)
- Attachment 8: Tyndale Pricing for City of Ocala
- Attachment 9: Tyndale’s Catalog for City of Ocala
- Attachment 10: Tyndale Redlines

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Tyndale's Response to the City of Ocala's RFP #ELE/230220 for Uniform Program Management
March 22, 2023

Tyndale appreciates the opportunity to respond to the City of Ocala's request for proposal for Uniform Program Management. Tyndale's managed arc-rated and flame resistant (AR/FR) apparel program maximizes bottom-line savings, offers excellent customer service, and ensures employee satisfaction. For your consideration below, we've included information on our standard service-based managed clothing program, outlined in *Attachment 1* and *Attachment 6*, which provides benefits other suppliers simply can't match:

- **Total Program Management:** Tyndale offers price-competitive garments, particularly within the context of a fully managed allowance program. No need to juggle separate suppliers, manage your own inventory, or deal with used or missing garments. Tyndale's pricing is inclusive of critical services like our advanced online ordering system, dedicated account management, individualized delivery, strict spend enforcement, customized reporting, monthly detailed billing, direct-to-user support, and more – all integrated into your program at no additional cost. Bottom line, Tyndale manages the clothing program so you can focus on your professional priorities – serving your customers.
- **Inventory Commitment:** With over $50M in on-hand inventory at our distribution centers in Houston, TX and Pipersville, PA, and strong relationships with key suppliers, Ocala has access to the best products and lead times in the industry. Our product offering includes the largest selection of women's protective clothing designed from the ground up to fit women properly. As Ocala's needs evolve, Tyndale offers add-on programs for PPE such as AR/FR rainwear, boots, gloves, and more.
- **Experience & Industry Leadership:** Tyndale established managed apparel programs as the industry benchmark more than 40 years ago and continues to lead the industry with our custom programs. As a supplier to 90% of investor owned electric utilities, Tyndale has a strong track record of success.
- **Online Ordering:** Tyndale's user-friendly online ordering website is seamlessly integrated with our automated management systems, ensuring strict budgetary control and extensive reporting capabilities. Displaying only items authorized by Ocala, our best-in-class site allows employees to easily place orders, track orders, check account status, and more.
- **Compliance & Technical Resources:** Tyndale's Vice President of Corporate Strategy and Technical, Scott Margolin, and I are well-versed on the standards that impact worker safety and are available to help ensure compliance with the most up-to-date industry safety standards for FR. Tyndale offers extensive resources to Ocala such as, informative articles on our industry-leading blog, straightforward answers to frequently asked questions, real-world demonstration videos to educate employees why wearing FRC – and wearing it properly – matters, and more!
- **Dedicated Account Management & Support:** As your main point of contact, I work closely with you to ensure total program success starting with a smooth implementation. I partner with Account Manager, Christina Gilbride, and Account Specialist, Elizabeth McDonald, who provide exceptional account management and ongoing program maintenance. In addition, our US-based customer service team is available Monday – Friday, 7 a.m. – 8 p.m. EST, to support Ocala employees.

Thank you for your consideration and please feel free to contact me if you have any further questions.

Kind regards,



Brian Morris, National Account Executive | 215-766-5660 Extension 726 | BMorris@TyndaleUSA.com

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Attachment 1: Exhibit A – SCOPE OF WORK – Tyndale's Response
CONTRACT# ELE/230220

BACKGROUND

1. The City is seeking an exclusive direct purchase of uniform and work apparel vendor that can supply approximately 70 employees, both men and women, with new quality embroidered or screen printed clothing.

Tyndale's Response:

By leveraging Tyndale's managed direct-purchase program, each of Ocala's 70 employees receives an Ocala-funded annual allowance or allotment from which they can purchase a preferred combination of Ocala-approved arc-rated and flame resistant (AR/FR) clothing and other Personal Protective Equipment (PPE). This ensures strict budgetary control and compliance with safety standards. Garments purchased are always new and Tyndale's broad product offering and extensive inventory ensures Ocala has access to competitively priced, high-quality garments for both men and women with strong lead times. In fact, Tyndale is committed to offering the largest selection of women's protective clothing in the industry. We proudly manufacture a complete line of FR designed specifically for women and has continuously developed new women's products, expanded our offerings from leading FR brands, and increased our on-hand inventory. Tyndale also offers maternity options, including an FR maternity bib overall and women's maternity pants. Using state-of-the-art equipment and materials, our highly trained staff of embellishments professionals provide embroidery, heat transfer, and reflective striping services. Tyndale is happy to provide logo customization as shown in Ocala's Attachment B.

2. Clothing shall include but not be limited to: t-shirts, polo shirts, button-down shirts, sweatshirts, light jackets, winter jackets and Arc Flash rated apparel (both tops, bottoms and women's undergarments).

Tyndale's Response:

Tyndale offers t-shirts, polo shirts, button-down shirts, sweatshirts, light jackets, winter jackets, and arc flash rated apparel including tops, bottoms, and undergarments. But our inventory for men and women goes far beyond the specific product types listed above. Tyndale offers a wide selection of garments compliant with OSHA 29 CFR 1910.269 and NFPA 70E, providing protection from arc flash hazards in the field.. Tyndale's inventory is strategically stocked by our full-time inventory planning team, which provides forecasting data to key suppliers months in advance with the help of sophisticated forecasting algorithms that employ machine learning. Our extensive inventory offers employee choice, which increases satisfaction and compliance. When wearers are satisfied with their options, they are more likely to wear them consistently and properly.

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3. The City is interested in purchasing items only and will not consider rentals.

Tyndale's Response:

Tyndale is happy to propose our managed direct-purchase program to Ocala, which includes benefits other suppliers simply can't match. In fact, Tyndale established managed, direct-purchase programs as the industry benchmark in 1981 and has transitioned hundreds of customers from a uniform rental program to a managed direct purchase program and maintains a 99% retention rate. .

4. The City intends to award one agreement for a contract period of three years with the option for one, two-year renewal.

Tyndale's Response:

Tyndale understands and acknowledges that Ocala intends to award one agreement for the contract period of three years with the option of one, two-year renewal.

OBJECTIVE

1. The purpose for this Request for Proposal (RFP) by the City of Ocala Florida, is to solicit proposals from interested vendors to provide City Uniforms for purchase (not rentals) and use by the City's Utility Services departments (Electric and Fiber Network).

Tyndale's Response:

Tyndale provides a direct purchase program for Ocala and understands that garments are to be used by the City's Utility Services department (Electric and Fiber Network). Our employee-based managed apparel program is customized to the needs identified by Ocala's hazard analysis and supports compliance with all applicable safety standards and test methods.

EXPERIENCE REQUIREMENTS

1. **Experience Requirement:** Bidder must possess five (5) years' experience in providing direct purchase of uniform and work apparel.

Tyndale's Response:

Since 1981, Tyndale provide has provided managed apparel programs and customized programs to leading utility companies throughout the USA and beyond. Tyndale supplies FR clothing programs to 90%+ of investor owned electric utilities in the USA and is among the top 3 FR clothing suppliers in the market, outfitting over 325,000 wearers.

CONTRACT TERM/DELIVERY TIMELINE

1. **Term:** The resulting contract will be for an initial term of three years.

Tyndale's Response:

Tyndale acknowledges that the resulting contract is for an initial term of three years .

2. **Renewals:** One (1) optional, two-year renewal term.

Tyndale's Response:

Tyndale acknowledges that there is an option of one, two-year renewal term.

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3. **Escalation:** Any price increase for contract renewal will be subject to negotiation as approved by the City of Ocala. In no case will the increase exceed three percent (3%) annually unless there are mitigating market conditions. Prices increases shall be based on the CPI-U and Vendor must submit their request for an increase with CPI justification at least 90 days prior to the end of the current term.

Tyndale's Response:

Tyndale understands Ocala's request around price increases; however, Tyndale's respectfully asks Ocala to consider our standard terms which best align with the protective products we offer as part of our managed clothing program. Tyndale provides pricing firm for six (6) months. After the initial six (60 months, price increases will not occur more frequently than semi-annually. Price changes are based on documented increases from product manufacturers and Tyndale is happy to provide letters from manufacturers to substantiate any increases. If Ocala does not agree to increase, Tyndale is happy to recommend a low-cost alternative (if available) or the product will be removed from the program.

Tyndale's pricing is competitive, particularly within the context of a fully managed program. particularly within the context of a fully managed allowance program. Tyndale's garment pricing is inclusive of critical services like our advanced online ordering system, dedicated account management, individualized delivery, strict spend enforcement, customized reporting, monthly detailed billing, direct-to-user support, and more – all integrated into your program at no additional cost. Bottom line, Tyndale manages the clothing program, so you don't have to.

PROGRAM MANAGEMENT

1. The City desires an online presence that employees can use to manage orders, allowances, and payments.

Tyndale's Response:

Tyndale's online ordering platform provides an exceptional user experience for Ocala's employees. The online catalog displays only items that employees are authorized to purchase, and all products are vetted by Tyndale for safety compliance, quality, and reliable delivery before they're offered for Ocala's consideration. Tyndale's flexibility makes it easy to customize online catalog offerings to the needs of distinct groups within your organization. You can easily restrict which workers wear which products, according to budgeting, protective needs, and image requirements. Once logged in, employees can place orders, check their allowance balances, view order history, and check stock, check the status of an order, track a shipment, and more – anytime, 24 hours a day, seven days a week. For a quick tour of the website, please watch our video demonstration.

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2. The online ordering presence should be able to show at a minimum a. products available for purchase.
b. current allowance balance.
c. order status.

Tyndale's Response:

Tyndale's user-friendly online ordering platform shows:

a) Ocala-approved products for employees to purchase
b) Employee's available allowance balances – updated in real time so employees always know how much they have to purchase approved garments
c) Order status – Tyndale's Order History section on the website shows orders that have been delivered and order in progress with tracking information, so employees know when to expect the protective garments they rely on. Tyndale's site also quote estimated ship date (ESD) for each item before the order is finalized so employees know when garments will be delivered.

Additionally, Ocala employees also have access to:

- Our web-chat feature – so they can contact customer service with questions or issues
- User ratings and reviews – displayed for products in the program so they employees can make informed purchasing decisions
- Various resources – including size guides, videos, and more
- Return and exchange process
- In-stock filter – which displays program items that are on our shelves and available to ship quickly.
- And more!

3. If the product is not available, a program manager must be assigned to the City in order to ensure prompt customer service and minimal administrative burden for Contract Administrator and his/her designee.

Tyndale's Response:

Be design, Tyndale provides total program management – greatly minimizing the administrative burden for supervisors and their employees. Your National Account Executive, Brian Morris and Account Manager, Christina Gilbride serve key safety and supply contacts – including after-hours to provide emergency service. Your Account Specialist, Elizabeth McDonald serves front-line managers and supervisors and handles day-to-day program changes and updates. And, our knowledgeable US-based Customer Service team supports Ocala employees with questions or issues. Customer service representatives are available at 800-356-3433 from 7am – 8pm (ET) Monday through Friday. Calls are answered by live representatives in our Pipersville, PA headquarters location with a 90%+ first call resolution and average hold time under two minutes.

Your account management team can provide regular program reports, so you always have your finger on the pulse of the program without the burden of daily administration.

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4. The online presence will have the ability to accommodate specific catalogs for individual Departments/Divisions within the City.

Tyndale's Response:

We have the flexibility to customize our online catalog offerings to the needs of distinct groups – departments/divisions – within your organization. You can easily restrict which workers wear which products, according to budgeting, protective needs, and image requirements.

5. Each individual catalog will have the ability to host numerous clothing items from a variety of manufacturers.

Tyndale's Response:

Tyndale is proud to offer a wide selection of garments compliant with OSHA 29 CFR 1910.269, providing arc flash protection and has the ability to include numerous clothing items from a variety of manufacturers – such as Ariat, Bulwark, Carhartt, Wrangler, and many others – in Ocala's catalog. In fact, our "choice" model, maximizes compliance, comfort, access to innovations, morale, and reduces cost.

6. All employees included in the clothing program will have access to their own account within the online presence and will be issued an allowance to purchase items directly from the vendor.

Tyndale's Response:

All employees included in the clothing program are able to log in to Tyndale's secure web-based ordering platform with their username and self-created password to access their customer catalog of Ocala-approved items. Each of your workers receives an Ocala-funded annual allowance or allotment which is displayed on the website from which they can purchase their preferred combination of Ocala-approved AR/FR clothing and other PPE directly from Tyndale. Tyndale's automated allowance/allotment management system maintains a complete profile of each eligible employee.

7. The City will not be responsible for monitoring the spending account for each participating employee.

Tyndale's Response:

Tyndale's automated allowance/allotment management system maintains allowance amounts for each eligible employee, ensuring that all employee purchases are tracked and reported. Simply provide a list of eligible employees with their appropriate allowance amounts and our website, which is fully integrated with our allowance management system, ensures allowances/allotments are strictly adhered to. Employees can see their allowance amounts on the website, and it is updated in real time as purchases are made. Employees cannot spend beyond their set allowance amount without providing a personal payment method – ensuring all budgetary requirements are met. Management may opt to either "carry over" or "zero out" unused allowances at the end of a period.

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8. The number of employees participating in the clothing program will vary from year to year. **Tyndale's Response:**

Tyndale understands and acknowledges that the number of eligible employees may change from year to year. Simply provide any removals or additions to your dedicated Tyndale Account Specialist and the program is updated – typically within 72 hours – or you can provide a new roster each year. Our vast inventory allows us to a support Ocala's growing employee base, as we perpetually stock sufficient quantities of core products and maintain an average 90% fill rate – meaning items are on our shelves and available to ship when orders are placed.

9. Customer services turnaround time shall be 48 hours or less for response.

Tyndale's Response:

Our knowledgeable US-based Customer Service team supports employees regarding questions or issues and is proud to maintain a 90%+ first call resolution rate and an average hold time under two minutes. If questions or issues need to be escalated to the Account Specialist or Account Manager, those concerns are typically resolved in 48 hours or less.

CLOTHING SPECIFICATIONS

1. In lieu of providing clothing specifications, the City intends for each Vendor to provide the City with a **percentage discount off catalog (or listed) pricing.**

Tyndale's Response:

Tyndale's pricing structure does not align with offering a percentage discount off catalog or listed pricing. However, Tyndale is proud to offer price-competitive garments particularly within the context of a fully managed allowance program. Tyndale's pricing is inclusive of critical services like our advanced online ordering system, dedicated account management, individualized delivery, strict spend enforcement, customized reporting, monthly detailed billing, direct-to-user support, and more – all integrated into your program at no additional cost. Please see *Attachment 6: Tyndale Detailed Service Specification*, for more information on our value added services.

2. All apparel should be new, unused, and not previously sold to another customer.

Tyndale's Response:

All apparel purchased through Tyndale is new, unused, and not previously sold to another customer.

3. The City's catalogs will include but are not limited to AR/FR and ANSI class 3 high visibility apparel.

Tyndale's Response:

Tyndale is happy to ensure that Ocala's catalogs include AR/FR clothing and ANSI class three high-visibility apparel. Only items that have been approved by Ocala are offered in the program and catalog offerings can be customized by group if needed.

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4. Clothing shall be free of defect in material and workmanship.

Tyndale's Response:

When purchasing from Tyndale, you can feel confident that items are free of defects. In the unlikely event of a product defect, our unique position as a manufacturer and distributor allows us to warrant all garments against manufacturing or fabric defects for the useful life of the garment. Tyndale guarantees all AR/FR clothing we sell to maintain its flame resistance throughout the useful life of the garment so long as home laundering instructions are followed, and bleach is not used during laundering. Home laundering instructions accompany each shipment, so your employees know how to care for their clothing properly. Whether manufactured by Tyndale or one of our suppliers, Tyndale repairs or replaces any garment at no charge that is determined at Tyndale's sole discretion to have a manufacturer's defect. In the rare event of a defect, Tyndale replaces the garment and deals directly with the garment manufacturer on your behalf.

5. Flame Resistant Clothing apparel must comply with NFPA, ASTM and OSHA regulations for FR clothing and be a minimum of 8 cal/cm_2.

Tyndale's Response:

Tyndale's provides Ocala with AR/FR clothing that meets Ocala's specifications for compliance with applicable NFPA, ASTM, and OSHA standards with a minimum arc-rating of 8 cal/cm2.

6. The vendor's pricing shall be inclusive of all sizing requirements. If there are additional charges for specific sizing, that must be annotated in the proposal.

Tyndale's Response:

Tyndale's pricing is inclusive of all sizing requirements. Please see *Attachment 8: Tyndale Pricing for City of Ocala* for specific sizing details.

QUANTITY

1. Approximately 70 employees will fall under this contract, requiring uniform purchases.

Tyndale's Response:

Tyndale acknowledges that there are approximately 70 employees requiring uniform purchases that fall under this contract. If selected, we look forward to providing them with high-quality flame resistant clothing and user-friendly online ordering experience.

2. The expectation is that each employee will purchase 8 – 12 full uniforms (shirt/pants) within the first two years of the start of the contract, then 4 full uniforms each year thereafter. This is an estimated annual usage only, and nothing herein shall bind the City to purchase any specified quantity of product(s).

Tyndale's Response:

Tyndale acknowledges Ocala's expectation that each employee will purchase 8-12 full uniforms (shirt/pants) within the first two years of the start of the contract then 4 uniforms each year thereafter. This is easily accomplished through our allotment program offering (quantity and style based) verses our allowance program offering (dollar based). Tyndale understands that this is an estimated annual usage only and that nothing herein shall bind Ocala to purchase any specified quantity of product(s).

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3. It is also further understood that the City shall not be obligated to purchase or pay for any product(s) covered unless and until ordered and received in good condition by the City.

Tyndale's Response:

Tyndale typically provides statement billing, where a single monthly invoice for all shipments that occurred within that month is provided. Ocala may also opt for credit cards, invoices that accompany each shipment, evaluated receipt settlement, or electronic invoicing via email to make payment as easy as possible. It's important to note that if Ocala pays via credit card, cards are charged when the order ships. Also, allowance/allotment amounts are updated in real time.

If employees aren't happy with their purchase, we offer hassle-free returns and exchanges. Ocala employees can return an unwashed, unworn, unaltered, and unembellished item to Tyndale within 60 days for virtually any reason. Ocala does not pay for return shipping or any restocking fees.

4. The City may increase or decrease the number of uniforms (or employees) as it deems necessary.

Tyndale's Response:

Adjusting the allotment or allowance and adding or removing employees in Ocala's program is simple – the employee's supervisor or a program administrator completes a short action form and sends it to your dedicated Account Specialist. Once the action form is received, the change is made quickly, typically within72 hours.

5. No minimum order quantity of products shall be required under this contract.

Tyndale's Response:

Tyndale understands that no minimum order quantity of products shall be required under the contract. Minimum order quantities only apply to select items and custom products. We are happy to work closely with Ocala to ensure these are not part of the program.

UTILITY LOGOS AND EMBROIDERY/SCREEN PRINTING

1. The utility logos are included in this RFP as Exhibit B - Logos.

Tyndale's Response:

Thank you for providing the utility logos for our reference. We are happy to embellish garments as requested.

2. When a utility logo is required to be embroidered or screen printed on a garment, the City will provide the Vendor with a digital file of the utility logo.

Tyndale's Response:

Using state-of-the-art equipment and materials, our highly trained staff of professionals can embellish garments based off the digital file provided by Ocala.

3. When embroidered, the logo will be embroidered in white or black FR threading.

Tyndale's Response:

Tyndale is happy to embroider garments with white or black FR threading according to Ocala's preference.

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4. The City does not have any patches that will be affixed to garments – only embroidery or screen printing of the utility logo will be required.

Tyndale's Response:

Tyndale acknowledges that patches are not utilized. We and can meet Ocala's embroidery requirements as requested.

5. All shirts will be screen printed, sweatshirts and outerwear must be embroidered.

Tyndale's Response:

Tyndale understands Ocala's request for screen printed shirts and embroidered sweatshirts and outerwear. Tyndale typically recommends embroidery for all but has the ability to offer screen printing if it is a strict requirement.

6. The utility logo shall be located on the shirts, sweatshirts and outerwear on the left breast pocket, or in the event there is no pocket on the garment, in the left breast pocket area.

Tyndale's Response:

Tyndale understands Ocala's request, however, embellishing a logo on a breast pocket closes the pocket and it is not be usable. Alternately, Tyndale is happy to logo *above* the left breast pocket on garments that have a breast pocket. On garments that do not have pockets, Tyndale applies the logo in the left breast pocket area.

7. Each individual department/division's online catalog must have the ability to specify logo application (Department/color).

Tyndale's Response:

Tyndale's website only displays logos that employees are eligible to use. Different catalogs for individual department/divisions can have specific logos available to them in their custom catalog. We can also make logos required if needed.

CATALOGS

1. Each Vendor shall submit with their proposal submission, catalogs, descriptive literature, designs, and other necessary information to fully describe the material or apparel proposed to be furnished.

Tyndale's Response:

Please see *Attachment 9: Tyndale's Catalog for City of Ocala*, which includes detailed descriptions of the products we are proposing.

2. The catalog shall include or be accompanied by a detailed sizing chart for items included in the catalog.

Tyndale's Response:

Please see *Attachment 9: Tyndale's Catalog for City of Ocala*, which includes a sizing chart. Tyndale also provides sizing videos, user ratings and reviews, and hassle free returns and exchanges to aid employees in the purchasing process and ensure satisfaction.

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3. An updated catalog shall be provided (either in print or as an electronic document) at the beginning of each calendar year this agreement is in place.

Tyndale's Response:

Tyndale can provide an updated catalog at the beginning of each calendar year at Ocala's request.

PACKAGING OF ORDERS

1. Employees will order products through the online presence and those orders will have the option to be delivered directly to the employee's home.

Tyndale's Response:

Ocala employees can use Tyndale's custom website to place orders. Tyndale can also process and package each order individually and deliver directly to the employee's home.

2. All pricing shall be on an F.O.B Destination basis and shall include all delivery costs.

Tyndale's Response:

Shipping includes all delivery costs. It is not included in the price of the garment. Instead, Tyndale has provided shipping as a separate charge.

3. All prices, delivery, fitting or any other fee shall be clearly noted and included in this proposal cost.

Tyndale's Response:

Tyndale's garment pricing is inclusive of critical services like our Tyndale 360° Events (formerly on-site fittings), advanced online ordering system, dedicated account management, individualized delivery, strict spend enforcement, customized reporting, monthly detailed billing, direct-to-user support, and more – all integrated into your program at no additional cost. Costs for delivery is provided as a separate charge.

4. All items must be delivered within two (2) weeks of order date.

Tyndale's Response:

We deliver in-stock Tyndale, Bulwark, and Carhartt items quickly - typically in one to two weeks. Tyndale's $50M inventory offers the broadest range of products available for quick delivery. Tyndale employs a full-time inventory planning team to manage resources, optimize product availability, and streamline delivery – benefitting wearers and management alike. We dedicate resources to ensure inventory is strategically stocked in the right combination of color, size, and style, so workers with varying body types are outfitted quickly with the protective clothing needed to stay safe on the job.

5. The City will accept late delivery on backordered items only. A notification that an item is on backorder must be sent to the appropriate employee e-mail within 7 calendar days of order placement.

Tyndale's Response:

Tyndale acknowledges Ocala's acceptance of late deliveries on backordered items only. Employees are emailed when an item on their shipment is placed on backorder with follow up emails sent monthly. Tyndale's site also quote estimated ship date (ESD) for each item before the order is finalized so employees know when to accept their purchases.

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REPLACEMENT ITEMS

1. If a manufacturer discontinues a garment specified in this contract during the period of the contract the Vendor will identify another garment of equal or greater quality for substitution (with the approval of the City).

Tyndale's Response:

Tyndale's dedicated account management team communicates directly with Ocala regarding any discontinued items. Once an item is discontinued, Tyndale work with Ocala to add a similar replacement garment to Ocala's program.

WARRANTY

1. The Vendor warrants that all goods and services furnished to the City shall be in accordance with specifications and free from any defects of workmanship and materials.

Tyndale's Response:

When purchasing from Tyndale, you can feel confident that items are free of defects. In the unlikely event of a product defect, our unique position as a manufacturer and distributor allows us to warrant all garments against manufacturing or fabric defects for the useful life of the garment.

2. The Vendor warrants that goods furnished to the City shall be merchantable and fit for the City's described purposes, and that no governmental law, regulation, order, or rule has been violated in the manufacture or sale of such goods.

Tyndale's Response:

Protecting Ocala's workforce with premium, reliable garments is something we are particularly proud of. All products are vetted by Tyndale for safety compliance, quality, and reliable delivery before they're offered for Ocala's consideration.

3. The Vendor shall provide information on a return and refund policy, which shall include embroidered and non-embroidered items.

Tyndale's Response:

An employee can return any unwashed, unworn, unaltered, and unembellished item(s) to Tyndale within 60 days for virtually any reason. Ocala does not pay for return shipping or any restocking fees. To return an item, the employee simply logs into the online ordering website and prints a return shipping label, or contacts Tyndale Customer Service to request a label, for eligible items. From there, the employee encloses the return in a shipping container, affixes the no-charge shipping label to the outside, and passes the shipment along to UPS. Employees may return logoed items. If Ocala chooses to allow returns of embellished garments, Tyndale requests including consignment provisions for handling logoed inventory in the contract. Employees receive their replacement products or account credit promptly – typically within two business days from receipt at our distribution facilities.

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4. At a minimum, if an article of clothing is delivered damaged or is a different item/size/color/etc. than that requested by the City and City notifies Vendor within thirty (30) days after delivery is received and accepted then corrections, repairs or replacement shall be performed by the Vendor at no additional charge.

Tyndale's Response:

If an item is delivered damaged or if a different item/size/color/etc. is delivered, Tyndale makes it right for no additional charge. We accept the return of garments within 60 days for virtually any reason as long as they are unwashed, unworn, and unaltered. Additionally, Ocala employees may request basic repairs, repair kits, and routine alterations of select items – free of charge.

INVOICING

1. The following information shall be provided on the invoice:

a. Utility Services Department

b. Division and employee name.

c. Departments include: Electric and Fiber Network.

d. Electric Department Divisions include: T&D, AMI and Substation.

e. Departments/Divisions may be added or deleted as the City deems necessary.

f. Duplicate shipping statements shall be provided with invoices.

Tyndale's Response:

While we do not provide duplicate shipping statements (f), Tyndale is happy to include the rest of the requested information outlined above on each invoice per Ocala's request.

PRICING AND AWARD

1. Vendor shall provide pricing as a discount off catalog price. Vendors shall include any additional optional costs in their proposals for things such as embroidery, rush, shipping, alterations, sizing, oversize and tall sizes. Any changes to the list price in the catalog, the City must be notified of 30 days prior to effective dates.

Tyndale's Response:

While we do not provide discount pricing off our catalog, Tyndale offers price-competitive garments particularly within the context of a fully managed allowance program. Please see *Attachment 8: Tyndale Pricing for City of Ocala* for embroidery charges, pricing options regarding oversized garments, and additional pricing information. Tyndale's pricing is inclusive of critical services like our advanced online ordering system, dedicated account management, individualized delivery, strict spend enforcement, customized reporting, monthly detailed billing, direct-to-user support, and more – all integrated into your program at no additional cost. In response to pricing changes, Tyndale assesses pricing at six months and provides Ocala with any necessary updated pricing. Rest assured, price increases are based on documented increases from manufacturers and supporting documentation is provided to substantiate any increases upon request. Tyndale gives Ocala 30 days' notice to accept our updated pricing before we implement them into Ocala's program. If Ocala does not agree to increases, Tyndale has the right to remove those items from the program. Tyndale is happy to work closely with Ocala to propose a lower cost alternative if available.

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Attachment 2: Tyndale's Response to City of Ocala's Qualifications and Experience; Staffing Plan; Customer Service; Responsiveness

A. **Qualifications and Experience; References:** 1. Provide qualifications, resumes, and experience of the team for this project based on the elements of this solicitation.

Tyndale's Response:

Please see *Attachment 3: Tyndale's Resumes for City of Ocala* for qualifications, resumes, and experience of our account management personnel in regards this project.

2. Emphasize the specific qualifications and experience as it relates to the Scope of Work for the key team members including references and contract/project descriptions.

Tyndale's Response:

Please see *Attachment 3: Tyndale's Resumes for City of Ocala* for specific qualifications and experience of our account management personnel as it relates to Ocala's scope of work. Please see *Attachment 4: Tyndale References for City of Ocala* for references and contract/program descriptions.

3. Identify and provide in-depth information for the proposed project manager's qualifications, track record and relevant experience.

Tyndale's Response:

Please see *Attachment 3: Tyndale's Resumes for City of Ocala* and *Attachment 4: Tyndale References for City of Ocala* for the qualifications, track record and relevant experience of our account management personnel.

4. Provide Submit a minimum of two (2) references from recent work performed similar to what is being proposed.

Tyndale's Response:

Please see *Attachment 4: Tyndale References for City of Ocala*.

B. **Staffing Plan:**

1. Specify the names of the persons who will be authorized to give and support information, both in writing and oral presentation, for your company.

Tyndale's Response:

Brian Morris and Christina Gilbride are authorized to support Ocala in every capacity for the contract term.

2. Provide their titles, addresses, and telephone numbers.

Tyndale's Response:

Brian Morris, National Account Executive, is based remotely in Louisiana. 215-766-5660 Ext. 726
Christina Gilbride, Account Manager, 5050 Applebutter Rd, Pipersville, PA 18947, 215-766-5660 Ext. 647

C. **Customer Service Responsiveness:**

1. As required in Exhibit A – Scope of Work.

Tyndale's Response:

Tyndale meets or exceeds Ocala's requirements. Please see details provided in *Attachment 1: Exhibit A – SCOPE OF WORK – Tyndale's Response*.

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Attachment 5: Tyndale's Response to City of Ocala's Methodology; Ease of Use; Availability of Items

D. **Methodology Ease of Use; Availability of Items:**

1. Convey a clear understanding of the nature of the work outlined in Exhibit A - Scope of Services and your methodology to accomplish it.

Tyndale's Response:

The nature of the work outlined in Exhibit A aligns closely with our standard offering and we know we can lead the way to Ocala's next generation program. Please see *Attachment 1: Exhibit A - SCOPE OF WORK- Tyndale's Response for complete details.*

2. Description of the ordering mechanism for employees and administrators.

Tyndale's Response:

Please see *Attachment 6: Tyndale Detailed Service Specification* for a description of our online ordering platform for Ocala employees and administrators. Please also watch our website demonstration video for an overview: https://vimeo.com/795346769/78475c9572

3. Description of the catalog building process, and timeline to start purchases.

Tyndale's Response:

Tyndale works closely with Ocala to ensure a streamlined approach to selecting arc-rated and flame resistant clothing for inclusion in the catalog so that it aligns with all business and industry requreiemnts. Implementation of Ocala's custom online ordering website typically takes about two months as long as key decisions are made in a timely fashion.

4. Description of any value-added services (fitting, consultations, website development, etc).

Tyndale's Response:

Please see *Attachment 6: Tyndale Detailed Service Specification* for details of our value added services.

5. Communication and coordination.

Tyndale's Response:

Your National Account Executive ,Brian Morris and Account Manager Christina Gilbride ,serve key safety and supply contacts – including after-hours to provide emergency service. Your Account Specialist, Liz McDonald serves front-line managers and supervisors and handles day-to-day program changes and updates. Our knowledgeable US-based Customer Service team supports employees with questions or issues. Representatives are available at 800-356-3433 from 7am – 8pm (ET) Monday through Friday. Calls are answered by live representatives in our Pipersville, PA headquarters location with a 90%+ first call resolution; average hold time is under two minutes.

6. Description of the billing process.

Tyndale's Response:

Please see *Attachment 6: Tyndale Detailed Service Specification* for the billing options we provide.

7. Information which will assist the City to determine the vendor's capability of performing the work.

Tyndale's Response:

Please see *Attachment 1: Exhibit A - SCOPE OF WORK- Tyndale's Response*.

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Attachment 6: Tyndale Detailed Service Specification
Tyndale's Full-Service Managed Program for Arc Flash Protection

Tyndale Enterprises, Inc. ("Tyndale") provides an employee-based Managed Apparel Program, customized to the needs identified by the City of Ocala's (Ocala) hazard analysis. Tyndale's program supports compliance with all applicable safety standards and test methods.

By leveraging Tyndale's direct-purchase service program, each of your workers receives a Ocala-funded annual allowance or allotment from which they can purchase a preferred combination of Ocala-approved arc-rated and flame resistant (AR/FR) clothing and other Personal Protective Equipment (PPE). Choose Tyndale and unlock unparalleled benefits:

- Custom online catalog containing Ocala-approved AR/FR clothing that provides all-season comfort and protection.
- Efficient, secure, and user-friendly online ordering using a Ocala-funded allowance or allotment – the site offers strict spend enforcement, OSHA audit trail, and retail style features.
- Employees may buy beyond Ocala's funds by providing a personal credit card, making payment directly to Tyndale.
- Each employee is treated as an individual customer with regard to ordering, individual order packaging, customer support, and return, exchange, and repair transactions.
- Management receives accountable service from a designated account management team who is intimately familiar with your clothing program and maintains accountability for its success, and wearers receive direct support from our US-based Customer Service team.

Equip your workers with a Tyndale clothing program, and harness the power of choice to maximize program success at the employee level:

- Comfort: Choice ensures wearers find garments that fit, are comfortable, and enjoyable to wear while also meeting Ocala's image requirements.
- Safety & Compliance: By allowing workers to choose based on personal preference, you ensure satisfaction with the program and compliance with safety standards. Workers wear the clothing – and wear it properly.
- Satisfaction & Engagement: Garments with the latest styles and technologies can be adopted into the program quickly, keeping workers interested and satisfied.

Flexible service and a full suite of value-adds, further outlined below, ensure Ocala receives the lowest total cost of ownership, particularly when compared to rigid competing programs that require substantial daily/weekly administrative oversight:

Customer Support
We're in the protective clothing business so you don't have to be. Using a three-tiered approach, all employees throughout your organization receive the same accountable service and support from real people, offering real solutions:

- Your National Account Executive and Account Manager serve key safety and supply contacts – including after-hours to provide emergency service.
- Your Account Specialist serves front-line managers and supervisors and handles day-to-day program changes and updates.

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- Our knowledgeable US-based Customer Service team supports employees with questions or issues. Representatives are available at 800-356-3433 from 7am – 8pm (ET) Monday through Friday. Calls are answered by live representatives in our Pipersville, PA headquarters location with a 90%+ first call resolution; average hold time is under two minutes.

Eliminate back and forth between employees and supervisors. Our comprehensive support system saves administrative time because we work directly with wearers to answer program-specific questions and handle all communication with various clothing suppliers as necessary.

Products and Inventory

Orders are picked and shipped from our extensive inventory of AR/FR products. We perpetually stock sufficient quantities of core products and maintain an average 90% fill rate – meaning items are on our shelves and available to ship when orders are placed.

- Employees receive their order quickly from our deep inventory – $50M on-hand – at our distribution centers in Pipersville, PA and Houston, TX.
- Tyndale offers a wide selection of garments compliant with OSHA 29 CFR 1910.269, providing arc flash protection.
- Inventory is strategically stocked by our full-time inventory planning team, which provides forecasting data to key suppliers months in advance with the help of sophisticated forecasting algorithms that employ machine learning.
- Extensive inventory offers employee choice, which increases satisfaction. When wearers are satisfied with their options, they are more likely to wear them consistently and properly.
- With stock sizes ranging from Small to 5XL and Long/Tall sizes, Tyndale offers the broadest range of products available for all body types.
- Committed to offering the largest selection of women's protective clothing in the industry, Tyndale proudly manufacture a complete line of FR designed specifically for women and has continuously developed new women's products, expanded our offerings from leading FR brands, and increased our on-hand inventory. Tyndale also offers maternity options, including an FR maternity bib overall and women's maternity pants.
- As both a manufacturer and distributor, Tyndale offers the largest assortment of American-made AR/FR clothing products.
- Tyndale's primary US-based supply chain ensures consistent, reliable product supply. Tyndale brand garments are substantially manufactured in six locations across the USA – delivering flexibility in response to demand signals and ensuring production continuity in the event a facility is impacted by an outage or crisis.
- Tyndale is also a leading distributor of every major FR brand in the market, including Ariat, Bulwark, Carhartt, Wrangler, and many others.
- Enjoy premier access to the latest products, collaborative efficiencies, supply chain continuity, and the best delivery in the industry – a direct result of our strategic vendor partnerships with three key FR fabric makers and eight leading FR garment manufacturers.
- Quality is one of our core values. Tyndale conducts rigorous garment inspections on both distributed and Tyndale-manufactured garments for quality assurance.
- Tyndale's system provides for direct-to-user tracking of each Tyndale-made product all the way from the employee's profile back to its original lot of fabric. In the event of an OSHA audit, Tyndale can isolate all the employees who have ever received a garment made from that lot.
- All Tyndale-made products offer an exterior label featuring both the calorie rating and PPE category (CAT) level – making spot-checks easy.

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Industry Expertise
With Tyndale, you have access to some of the most knowledgeable experts in the AR/FR clothing industry, including your dedicated National Account Executive and Tyndale's Vice President of Corporate Strategy and Technical, Scott Margolin. We are well-versed on the standards that impact worker safety and serve as active participants in organizations like ASTM, NSC, EEI, and IEEE that maintain responsibility for establishing those very standards. Regularly, Tyndale:

- Publishes informative articles on our industry leading blog.
- Sends emails with timely and relevant topics to safety professionals and wearers.
- Updates our resources so you have on-demand access to current information.
- Tyndale supplies 95% of the electric utilities in the USA with AR/FR apparel.

Gain peace of mind that you've partnered with an experienced provider. We pioneered managed apparel programs as the industry benchmark and have provided customized programs to leading energy corporations throughout the USA and beyond since 1981. Tyndale:

- Supplies FR clothing to over 50 Fortune 500 companies
- Has 67 accounts with 1000 or more wearers (representing 224,771 wearers within those accounts).
- Is among the top 3 FR clothing suppliers in the market, outfitting over 325,000 wearers.

Tyndale's Vice President of Corporate Strategy and Technical, Scott Margolin, has more than 30 years of experience in protective apparel, conducting thousands of arc flash and flash fire tests aimed at understanding real world hazards and PPE performance through his career. He has also served as a Subject Matter Expert to OSHA, NFPA, NJATC, ASSE, NECA, and others on a variety of FR/PPE and thermal hazard issues. Scott is on board as Tyndale's lead resource for any technical questions or issues that arise.

Rob Whittenberger, President of Tyndale, brings over 20 years of involvement in the safety community to fruition as he pursues his ultimate mission of "providing an enjoyable uniform experience" for workers across the country with FR safety apparel needs. Actively involved in the American Society of Testing Materials (ASTM) for over 15 years, Rob has participated in numerous task groups and committees related to FR clothing and served as the Chair of the Task Group to create a standard on home laundering FR clothing. He is a member of NFPA, ASSE, National Safety Council, and a participant in OSHA proceedings related to worker safety.

A true litmus test for suppliers, COVID-19 presented both unique challenges and opportunity for innovation. Tyndale's response led the industry, demonstrating the financial and supply chain stability to safely and reliably deliver products – including flexibly diverting significant production capacity to manufacturing FR face masks, maintain service levels, and create both educational resources and digital versions of key services like the Tyndale 360° experience.

AR/FR Clothing Safety Resource Hub
Access an expansive online resource hub containing timely, educational information and videos to help you and your employees stay up to date on the latest developments in the AR/FR clothing industry. Resource pages include links to:

- Website: Industry-leading blog, FR Safety Library, FAQs, and videos.

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- Webinars: Join live or watch our webinars to learn about AR/FR clothing from all angles – when and where it's most convenient to you. In each session, you'll find interesting information that's backed by data and supported by video.
- Real World Demonstration Videos: Tyndale continually invests in creating real world demonstrations of garment performance in full-scale arc flashes and flash fires to bring to life why wearing AR/FR clothing – and wearing it properly – matters.
- Clothing Collections: Tyndale manufactures our own line of high quality, price competitive garments – including American-made products. Each of our three Tyndale collections – Versa, Classic Casual, and Workwear – offer unprecedented comfort, style, durability, and quality.
- And more! View all of Tyndale's informational resource pages here.

Digital Catalog & Online Ordering

Say goodbye to subpar websites. More than 80% – and counting – of all Tyndale orders are placed online, and the average wearer only visits our website to place an order once or twice a year. As a result, we're motivated to make a great impression and committed to providing an exceptional and easy user experience on our website for both the employee and management.

- Employees use Tyndale's custom website to check allowance balances, view order history, place orders, check stock, check the status of an order, track a shipment, and more – anytime, 24 hours a day, seven days a week.
- The online catalog displays only items that employees are authorized to purchase, and all products are vetted by Tyndale for safety compliance, quality, and reliable delivery before they're offered for Ocala's consideration.
    - Customize online catalog offerings to the needs of distinct groups within your organization. You can easily restrict which workers wear which products, according to budgeting, protective needs, and image requirements.
    - Comprehensive information is displayed for each product – description, size range, color(s), fabric content – as well as photos, care instructions, and manufacturer-specific information. Users can even filter products by various categories – gender, attribute, brand, color, fabric, size, and more.
    - Tyndale's 800 number is displayed prominently on the website to encourage employees to deal directly with Tyndale and avoid lost work time.
- A web-chat feature – as well as a helpful video guide – are available on the login page to assist employees with accessing their Tyndale accounts.
- When employees need clothing quickly, they simply activate Tyndale's In-Stock filter to shop from program items that are on our shelves and available to ship quickly – typically within seven (7) days.
- All products include user-generated product ratings and reviews, a powerful tool enabling workers to choose products based on peer feedback.
- Employees know when to expect their products. Once color, size, and logo requirements are selected, an Estimated Ship Date (ESD) is quoted for each item before the order is finalized. For orders placed with Tyndale's customer service department, ESD is also quoted by phone before the order is finalized.
- Orders can be placed online or by phone.

If administrative users would prefer to place orders on behalf of multiple employees, they can do so quickly and easily through the Supervisor Portal. Administrators access information and check employee and account status. This, in turn, maximizes worker productivity

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Deal of the Month
Saving you money and enabling your employees to purchase even more with their program funds, Tyndale offers the opportunity to feature specific sale items through Tyndale's managed portal for wearers.

- Featured Deal of the Month (DOTM) sales items are shared by Tyndale and pre-approved by Ocala management.
- DOTM functionality promotes sale items available to workers online.
- When employees log in to the managed site, DOTM items are highlighted on the homepage and on the side of the ordering site.
- DOTM helps employees maximize their purchasing power.
- DOTM items are updated monthly.

Automated Program Management System
Tyndale's automated allowance/allotment management system maintains a complete profile of each eligible employee, containing the employee's name, ID number, work location, job classification, sizing statistics, allowance balance, and history of allowance purchases.

- The profile allows for simple access to all account information, ensuring that all employee purchases are tracked and reported.
- Employees cannot spend beyond their set allowance amount without providing a personal payment method – ensuring all budgetary requirements are met.
- Management may opt to either "carry over" or "zero out" unused allowances at the end of a period.
- Adding or removing employees to the program is simple – the employee's supervisor or a program administrator completes a short action form and sends it to your company's dedicated Account Specialist.
    - Once the action form is received, the new hire is enrolled within 24-72 hours.

Individualized Delivery System
Employees receive individualized service and comprehensive support throughout the ordering and delivery process:

- Each order is processed and packaged individually and delivered to the employee's home or work location, based on your Ocala's preference.
- Within each order, employees receive a packing list that serves as a record and informs employees of their account status.
- Employee packing lists include the employee's name, ID number, work location, job classification, opening allowance, value of the order, ending allowance, and items ordered, shipped, and backordered. No arduous guesswork, common with other suppliers!
- To encourage employees to deal directly with Tyndale for questions, returns, exchanges, issues, etc., packing lists prominently feature Tyndale's 800 number and web address.
- All shipments include intuitive care instructions in a convenient format designed to be kept near the home washing machine.

Group deliveries to one location are accompanied by a master detail packing list that serves as a checklist and audit trail. For easy reference, the master detail packing list is organized by job classification and alphabetically by name.

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Reporting
Minimize administrative oversight while keeping your finger on the pulse of the program through comprehensive reports provided on a regular basis by Tyndale.

- Our automated program management system records quantities, styles, descriptions, colors, sizes, lengths, prices, logos, order dates, ship dates, shipment numbers, sales order numbers, shipping addresses, billing addresses, PO numbers, payment terms, shipping terms, shipping charges, notes, and alterations.
- Details are recorded for all orders, shipments, employee payments, returns, and repairs, and organized by employee as part of the Employee Profile.
- Standard reports include Units and Volume Reports and Leftover Allowance Reports.
- Additional custom reports are available upon request – generally within 48 hours. Once created, custom reports can be provided on a regular schedule as your needs require. In the event a custom reporting request is particularly complex, Tyndale provides a quote for the development work and can typically recommend a lower- or no-cost alternative.
- Receive our full range of reports by email.

Invoicing
Say hello to transparent invoicing that makes sense. Ocala receives invoices that are straightforward – concise, accurate, simple, and flexible. Choose from several formats that show both summary and detail information.

- Statement Billing, where Tyndale submits a single monthly invoice for all shipments that occurred within that month, is the most popular billing option.
- Ocala may also opt for credit cards, invoices that accompany each shipment, evaluated receipt settlement, or electronic invoicing via email to make payment as easy as possible.
- Oversize charges, cut-to-order charges, and shipping charges can be either deducted from the employee's allowance at the time of order or billed directly to Ocala, outside of the employee allowance.

Forecasting
Sophisticated forecasting ensures your employees receive the products they need when they need them. For both Tyndale-made and distributed garments, our multi-departmental process is driven by technology. Tyndale's full-time inventory planning team utilizes software systems and partners with Sales and Manufacturing to produce a forecast utilized internally and externally to manage resources, optimize product availability, and streamline delivery – benefitting wearers and management alike!

- Forecasting allows us to offer you the shortest delivery intervals possible. We dedicate resources to ensure your selected products are in our warehouse in the right combination of color, size, and style, so they're ready to ship when your employees place their orders.
- Inventory forecasting is fully automated and managed by Tyndale's inventory planning team through John Galt Atlas Software.
- Tyndale's forecast is evaluated monthly, and adjusted frequently, to reflect changes as they occur.
- We know you rely on maximum product availability with minimal lead times. We provide forecasts on a rolling basis to our fabric manufacturers and key vendors to ensure a smooth-running program.

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Tyndale Mobile App and Layering Tool
Tyndale is committed to providing the most user-friendly purchasing experience. Your employees can take advantage of our mobile app to order AR/FR clothing and access helpful resources – including our Layering Tool – directly from their device whenever and wherever it's most convenient for them.

- Access Tyndale's Mobile app from any web-enabled smartphone or tablet to browse products, place orders, check order status, browse blog articles, watch videos, and more.
- Layering AR/FR clothing is not as simple as adding the arc ratings of two or more garments together. Garments must be tested together to determine their system arc rating. Luckily, Tyndale's Layering Tool – accessible through the Tyndale Mobile App or managed website – eliminates guesswork from the safety equation.
    - The most robust, proprietary tool of its kind in the industry, Tyndale's Layering Tool places the data employees need to meet Ocala's compliance requirements at their fingertips.
    - Employees can reference this tool to find the combined protection level of two or more garments from your catalog.
    - The tool also tracks employees' program purchase history, enabling them to reach a desired level of protection by layering new items from their catalog with garments already in their closet.

Returns and Exchanges
Returns are quick, easy, and free:

- An employee can return an unwashed, unworn, unaltered, and unembellished item to Tyndale within 60 days for virtually any reason.
- Ocala does not pay for return shipping or any restocking fees.
- To return an item, the employee simply logs into the online ordering website and prints a return shipping label, or contacts Tyndale Customer Service to request a label, for eligible items. From there, the employee encloses the return in a shipping container, affixes the no-charge shipping label to the outside, and passes the shipment along to UPS.
- Employees may even return logoed items. If Ocala chooses to allow returns of embellished garments, Tyndale requests including consignment provisions for handling logoed inventory in the contract.
- Employees receive their replacement products or account credit promptly – typically within two business days from receipt at our distribution facilities.
- Employees may also request basic repairs, repair kits, and routine alterations of select items – free of charge.

Tyndale 360° Events: Choose Your Own Experience – In-Person or Virtual
When entering a new clothing program, or as your needs for AR/FR clothing evolve, employees understandably have questions about the program and the new garments they are required to wear. That is why we are pleased to include a Tyndale 360° event as part of the managed program implementation process. What is included in a Tyndale 360° event, and how does either a virtual or in-person event work? For in-person events:

- Tyndale works with you to determine the best time and place to hold your Tyndale 360° event.
- Tyndale Field Sales Representatives bring a sampling of garments specific to your program for employees to view style, fabric, and fit prior to ordering.
- During this time, representatives are available to answer any questions wearers might have related to your Ocala's program and/or garment selection.

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The virtual format for Tyndale 360° events offers all the same benefits as the in-person experience while maintaining safety protocols.

- We schedule an online meeting with employees, and they join virtually.
- We provide the same educational information as we would during traditional in-person Tyndale 360° events.
- Our comprehensive tools make it easy to outfit workers effectively without any in-person contact.

The Tyndale 360° Experience was created to streamline our traditional “onsite fittings” and provide a complete service to assist employees with all aspects of the program, garments, and care/maintenance. Correct fit and comfort is paramount when choosing the correct AR/FR clothing, which can save lives in the event of an arc flash.

Product Warranty

When purchasing from Tyndale, you can feel confident that items are free of defects. In the unlikely event of a product defect, our unique position as a manufacturer and distributor allows us to warrant all garments against manufacturing or fabric defects for the useful life of the garment.

- Tyndale guarantees all AR/FR we sell to maintain its flame resistance throughout the useful life of the garment so long as home laundering instructions are followed, and bleach is not used during laundering. Home laundering instructions accompany each shipment, so your employees know how to care for their clothing properly.
- Whether manufactured by Tyndale or one of our suppliers, Tyndale repairs or replaces any garment at no charge that is determined at Tyndale’s sole discretion to have a manufacturer’s defect. In the rare event of a defect, Tyndale replaces the garment and deals directly with the garment manufacturer on your behalf.

In-House Logo and Embellishment Services

Present a professional image and maintain strong branding in the field with quality logo customizations. Using state-of-the-art equipment and materials, our highly trained staff of embellishments professionals provide embroidery, heat transfer, and reflective striping services.

- FR thread is available in 15 colors. Non-FR rayon thread is available in a wide range of 100+ colors with some Pantone matching capabilities. We match your design as closely as possible with color options available.

Data Security

Rest assured, the information you entrust to Tyndale for us to provide a managed AR/FR clothing program is secure through our comprehensive data security practices. While we do not collect or store sensitive personally identifiable information (PII) or credit card information, we take pride in protecting any data shared, including employee names, email addresses, and more.

- Our practices are third-party audited to ensure compliance with Payment Card Industry Data Security Standards (PCI-DSS). Accordingly, to maintain certification, Tyndale completes the PCI Self-Assessment Questionnaire (SAQ) and submits to quarterly third-party scans of our network for vulnerability.
- Payments for orders placed via our custom online ordering website for managed apparel programs and in our physical retail stores utilize PayTrace, a secure PCI-compliant third-party payment processor. Customer credit card information is encrypted and never stored by or visible to Tyndale.

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- Networks are monitored on a 24x7 basis. In the event of suspicious activity, our Intrusion Prevention System blocks the activity and notifies Tyndale for additional follow-up. Any unusual activity is followed up on immediately.
- Tyndale employees are given security permissions based on specific job functions and manager's direction. Additionally, all Tyndale employees are required to abide by an established Code of Conduct and Confidentiality Policy, and Tyndale takes a zero-tolerance approach in enforcing these policies.
- By utilizing both a self-owned data center as well as a managed co-location facility, we ensure redundancy for disaster recovery purposes.

Factory Store Locations and Services
To better serve wearers, four Factory Stores and Service Centers in locations across the USA – Williamsport, PA; Midland, TX; Oklahoma City, OK; and Concord, CA – have inventory on the shelves. These Factory Stores allow your employees to see, feel, and try on an unmatched selection of high-quality AR/FR before you buy – typically available to take home the same day. Tyndale stores:

- Are a one-stop shop for keeping your workers safe, comfortable, and compliant with applicable safety regulations.
- Are home to Tyndale's AR/FR clothing product line for men and women, as well as a variety of FR clothing made by other leading manufacturers.
- Offer a wide selection of sizes, including women's sizes.
- Serve retail customers, corporate accounts, and managed programs – employees can spend their allowance/allotment on Ocala-approved items right in the stores!
- Are backed by 40+ years of industry expertise and staffed by knowledgeable professionals.

Tyndale's Environmental, Health, Safety, and Philanthropic Commitment
By choosing Tyndale, you partner with a company that supports your environmental and sustainability goals. Tyndale is dedicated to conducting business in an environmentally responsible manner, benefiting our employee "members" and companies alike. Through conscientious action, raising awareness, and fostering a climate of accountability, we continually seek new ways to improve our practices and minimize our impact on the environment.

- Tyndale's headquarters uses radiant floor heating, which reduces energy costs by 10-40% compared to forced air heating.
- Tyndale uses recycled paper products. We discontinued the purchase of all disposable cups and encourage employees to keep electronic files instead of printed documents.
- Tyndale's Corporate HQ and Pipersville Warehouse locations are 100% landfill-free facilities. All waste is converted to energy through Sustainable Waste Solutions.
- Tyndale's online return process minimizes our impact on the environment; printing a return form and return shipping label only when needed eliminates more than a quarter-million sheets of wasted paper per year.

Tyndale is equally dedicated to our employee "members'" wellness and has a broad variety of programs in place to assist in achieving a healthy lifestyle:

- Complimentary healthy snacks for employees at all company locations.
- Company-sponsored employee Fitbit fitness tracker program and community, encouraging employees to stay active with monthly challenges and prizes.
- Treadmills and ellipticals are provided on-site at PA locations to encourage employee exercise.
- Annual Health Fair to offer free health testing and wellness information. Plus, Employee

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Assistance Program, annual flu shot clinic, stress management workshop, and promotion of smoking cessation programs.
- Sponsorship of employee entry fees to athletic events.
- Tyndale was awarded the 2022 Aetna Workplace Well-Being Award (Silver Winner). We achieved this prestigious award by scoring high in important categories such as health management strategy and best workplace well-being program. Winning at the Silver Level represents Tyndale's ability to go "Above and Beyond" in our efforts to support our members' path to well-being while also contributing to our organization's goal of retaining a workforce that is happy, healthy, and engaged.

As a leading provider of safety products, Tyndale is passionate about leading by example. Tyndale is committed to providing a safe work environment for all our members.
- Tyndale's Safety Committee has been certified by the Commonwealth of Pennsylvania Department of Labor & Industry's Bureau of Workers Compensation since 2010. Backed by our Safety Policy, the Committee promotes a safe and healthy working environment for all employees by maintaining prevention efforts and proactively seeking to minimize the occurrence of accidents in the workplace.
- All employees must complete the "New Hire Safety Training" as part of their orientation and participate in additional training and emergency preparedness drills on an annual basis.
- To enforce a culture of safety at Tyndale, the company maintains a close call and safety suggestion reward program.

Established in early 2017 and led by Tyndale CEO, Gail Whittenberger, Tyndale's Proud to Help Committee was established to give back to the community – in our backyard and across the country. The Committee solicits employee input to select non-profits to actively support throughout the year. Proud to Help gives Tyndale members the opportunity to donate their time and resources to charities that positively impact the lives of others. Over the years, Tyndale has worked with and supported:
- The American Cancer Society
- The ALS Association
- The ASPCA and Humane Society of the U.S.
- The Alex's Lemonade Stand Foundation
- The BEAR – Resource for CPS Kids
- Aark Wildlife Education and Rehab Center
- Ronald McDonald House Charities
- Wounded Warrior Project, and the Travis Manion Foundation
- Local foodbanks, homeless shelters, and other community support entities

Tyndale Commitment to Diversity and Inclusion
Tyndale fully recognizes the value of diversity and inclusion in the workplace and has policies in place that support the company's commitment to diversity and inclusion.
- Tyndale is a Woman-owned Business Enterprise (WBE), independently certified by the Women's Business Enterprise National Council (WBENC) since April 2011.
- Tyndale has committed that Diversity, Equity and Inclusion (DE&I) are non-negotiable traits of our organization. While we have many initiatives to support this position, one of our critical goals is for every Tyndale member to achieve a broader understanding of the core components of DE&I.
- We are an equal opportunity employer – our people are smart, work hard, and get things done.
- Tyndale makes a strong and consistent effort to identify and do business with qualified Diverse Business Enterprises (DBEs). Currently, Tyndale does a substantial amount of business with

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multiple vendors who meet the definition of a DBE, including minority, veteran, and women-owned businesses.

Commitment to Quality Assurance

Protecting your Ocala's workforce with premium, reliable garments is something we are particularly proud of. We are committed to providing products that meet or exceed your requirements and our own expectations of quality. In fact, quality assurance is woven into every step of our manufacturing and distribution process. Our practices – generally outlined below – directly translate to safe and satisfied employees:

- Fabric suppliers are vetted by our Technical committee before a single yard is brought into our facilities for production.
- Tyndale's dedicated team of professionals measure garments during the production process to ensure product consistency, fit, and quality.
- Our robust Acceptable Quality Limit (AQL) process, which sets an acceptable quality level, ensures consistent Tyndale product sizing and quality.
- Our testing lab regularly performs additional, voluntary tests to ensure fabric meets performance specifications.
- Our sophisticated barcode system ensures above 99.9% order fulfillment accuracy (correct garment, size, style, and color, with the appropriate logo).
- Each Tyndale-made garment is traceable by lot number directly to the wearer, and Tyndale permanently maintains lot data.
- Upon receipt to our distribution facility, 20% of all distributed garments undergo a fully-documented inspection process for label placement, flame resistant labeling, and sewing quality.

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Attachment 7: Tyndale's Response to City of Ocala's Price Proposal; As a Percentage Discount Off Catalog (Or Listed) Pricing)

Tyndale's pricing structure does not align with offering a percentage discount off catalog or listed pricing. However, Tyndale is proud to offer price-competitive garments particularly within the context of a fully managed allowance program. Tyndale's pricing is inclusive of critical services like our advanced online ordering system, dedicated account management, individualized delivery, strict spend enforcement, customized reporting, monthly detailed billing, direct-to-user support, and more – all integrated into your program at no additional cost. Please see *Attachment 6: Tyndale Detailed Service Specification*, for more information on our value added services.

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TYNDALE

Attachment 8: Tyndale Pricing for City of Ocala

March 22, 2023

Master Item	Manufacturer	Description	Blended Price	Price	Oversize	Tyndale MSRP
FR Work Shirts			**Blended**	**2-Column**		
K196T	Tyndale	Men's Classic Long Sleeve Work Shirt	$60.85	$57.95	$70.30	$65.00
K193T	Tyndale	Women's Classic Long Sleeve Work Shirt	$60.85	$57.95	$70.30	$65.00
K176T	Tyndale	Men's Long Sleeve Button Down Work Shirt	$63.85	$60.80	$73.15	$68.00
K173T	Tyndale	Women's Long Sleeve Button Down Work Shirt	$63.85	$60.80	$73.15	$68.00
F166T	Tyndale	Men's Lightweight Long Sleeve Button Down Work Shirt	$88.80	$84.55	$101.65	$94.00
F163T	Tyndale	Women's Lightweight Long Sleeve Button Down Work Shirt	$88.80	$84.55	$101.65	$94.00
FR T Shirts						
M010T	Tyndale	Layer 1 Long Sleeve Tee Shirt	$63.85	$60.80	$73.15	$68.00
M013T	Tyndale	Women's Long Sleeve Base Layer - available 8/1/22	$63.85	$60.80	$73.15	$68.00
J02MT	Tyndale	Versa Raglan T-Shirt	$69.85	$66.50	$79.80	$74.00
FR Henley Shirts						
J060T	Tyndale	Men's Three Button Long Sleeve Henley	$66.85	$63.65	$76.95	$71.00
J063T	Tyndale	Women's Three Button Long Sleeve Henley	$63.65	$63.65	N/A	$71.00
FR Hi-Vis Shirts						
M03ST	Tyndale	Hi-Vis Short Sleeve T-Shirt	$110.75	$105.45	$127.30	$117.00
M034T	Tyndale	Hi-Vis LS Shirt with Pocket	$132.70	$126.35	$152.00	$140.00
M134T	Tyndale	Hi-Vis Long Sleeve Button Down Work Shirt	$148.65	$141.55	$170.05	$157.00
FR Work Pants						
M297T	Tyndale	Five Pocket Flex Casual Pant	$119.70	$114.00	$136.80	$126.00
FR Jeans						
J230T	Tyndale	Men's Classic Work Jean	$63.85	$60.80	$73.15	$68.00
J233T	Tyndale	Women's Classic Work Jean	$63.85	$60.80	$73.15	$68.00
M24MT	Tyndale	Versa Regular Fit Jean	$96.80	$92.15	$111.15	$102.00
FR Fleece						
M721T	Tyndale	Zip Front Hooded Sweatshirt	$170.60	$162.45	$195.70	$180.00
M72MT	Tyndale	Men's Versa Full Zip Hooded Sweatshirt	$178.60	$170.05	$204.25	$188.00
M056T	Tyndale	Men's Classic Casual 1/4 Zip Pullover	$117.75	$112.10	$134.90	$124.00
M701T	Tyndale	Hooded Sweatshirt	$159.60	$152.00	$182.40	$168.00
M70MT	Tyndale	Versa Three Button Sweatshirt with Hood	$164.60	$156.75	$188.10	$174.00

Notes:

In addition to the items quoted above, Tyndale offers a broad selection of FR clothing from top brands like Ariat, Bulwark, Carhartt, True North, and Wrangler for your consideration. Pricing for additional items is available upon request.

Freight not included in the price.

Embellishment not included in garment price. Embellishment pricing is as follows:

- Electric Utility LC Embroidered Logo - $3.85 each
- Electric Utility LC Screen Printed Logo in Black - $10.80 each
- Electric Utility LC Heat Transfer Logo - $1.55 each
- Fiber Network LC HT Small Logo in Black - $1.55 each
- Fiber Network LC Embroidered Logo - $4.25 each
- Fiber Network LC Screen Printed Logo in Black - $10.80

Blended price applies to all stock size available from a manufacturer.

2-Column oversize price applies to garments as follows:

- 2XL and higher for shirts, jackets, sweatshirts, etc.
- 44 in (waist) and higher for pants and jeans
- 52 in (chest) and higher for coveralls
- 22 (size) and up for women's pants

Tyndale MSRP is valid for base sizes (20% upcharge for oversize), shipping and logos not included.

Sales tax and any applicable customs, taxes or fees for shipments outside the U.S. are not included in the price of the garment.

Returns accepted within 60 days on unwashed, unworn, and unembellished garments.

Pricing based on Net 30 day payment terms or credit card payment. Pricing valid for 90 days from date of quote.

Purchaser is responsible for all third party fees associated with invoicing, bill payment set-up, and similar fees, such as Ariba.

The prices contained in this document are CONFIDENTIAL and shall not be shared without the express written consent of Tyndale.

Value Added Services

- Best Selection: Extensive AR/FR clothing selection for men and women - including a complete line of American-made options from Tyndale
- Best Delivery: $50M in on-hand inventory helps reduce lead times
- Online Ordering: Fully customized online ordering system displaying only Company-approved items
- Tracking: Direct-to-user garment and spend tracking and reporting
- Account Management: 35+ years of industry expertise, including participation in ASTM, EEI, NFPA
- Tyndale 360 Experience: On-site visits feature training and support, plus a chance to evaluate select garments
- WBE: Certified woman-owned business status
- Hassle-free returns and exchanges: No shipping or restocking fees for any unworn, unwashed, unembellished item returned within 60 days

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Attachment 9



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Your Satisfaction is Our Top Priority

Tyndale is dedicated to providing the best possible experience, and always here to help.

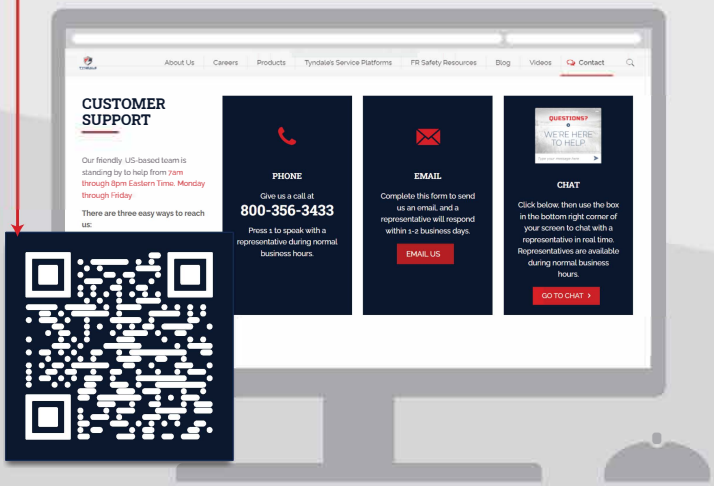


Have a problem or concern?

Our Customer Support team is standing by from 7am through 8pm EST, and we have a complete process in place to ensure prompt resolution.

800-356-3433

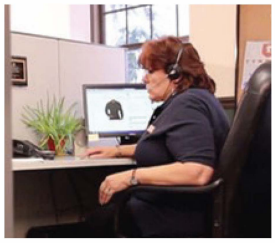
There are three easy ways to reach us. Simply visit us online to reach us in real time by phone or chat – or click "email us" to enter a care request, and someone will contact you to provide assistance within one business day.



www.TyndaleUSA.com/contact-us/#customer-service

We will work diligently within and across our teams to resolve your concern promptly.





We are committed to continually raising the bar on our products and programs; your input will help us identify trends, plan future enhancements, and improve our service for all. Thank you for sharing your feedback.

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MEN'S GARMENT SIZING INFORMATION

Men's Pants - Classic Casual, Workwear and Versa Collections

Size	30	31	32	33	34	35	36	38	40	42	44	46	48	50	52	54	56	58	60	62	64
Waist	31-33"	32-34"	33-35"	34-36"	35-37"	36-38"	37-39"	39-41"	41-43"	43-45"	45-47"	47-49"	49-51"	51-53"	53-55"	55-57"	57-59"	59-61"	61-63"	63-65"	65-67"

Men's Pant Fits

RELAXED FIT | Relaxed fit pants and jeans are cut to provide extra room in the seat and thigh. This style is roomier than regular fit.

REGULAR FIT | This style is considered the "middle of the road" or "average fit." Regular fit pants fall in between relaxed fit and a slim fit.

Men's Workwear & Classic Shirts

Size	Neck	Chest
Small	15"-15½"	41"-43"
Medium	16"-16½	45"-47"
Large	17"-17½"	49"-51"
XL	18"-18½"	53"-55"
2XL	19"-19½"	57"-59"
3XL	20"-20½"	61"-63"
4XL	21"-21½"	65"-67"
5XL	22"-22½"	69"-71"

Men's Versa Shirts

Size	Neck	Chest
Small	15"-15½"	37½"-39½"
Medium	16"-16½	41½"-43½"
Large	17"-17½"	45½"-47½"
XL	18"-18½"	49½"-51½"
2XL	19"-19½"	53½"-55½"
3XL	20"-20½"	57½"-59½"
4XL	21"-21½"	61½"-63½"
5XL	22"-22½"	65½"-67½"

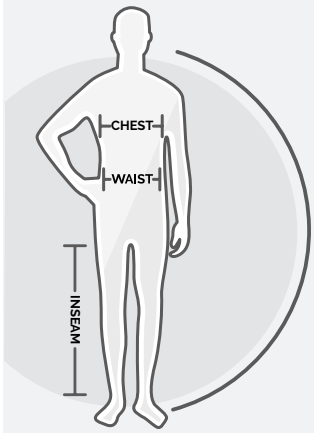
Men's Coveralls

Alpha	Small	Medium	Large	XL	2XL	3XL	4XL	5XL
Body Chest	36-38"	40-42"	44-46"	48-50"	52-54"	56-58"	60-62"	64-66"
Garment Chest	44-46"	48-50"	52-54"	56-58"	60-62"	64-66"	68-70"	72-74"

Numeric	36	38	40	42	44	46	48	50	52	54	56	58	60	62	64
Garment Chest	45-47"	47-49"	49-51"	51-53"	53-55"	55-57"	57-59"	59-61"	61-63"	63-65"	65-67"	67-69"	69-71"	71-73"	73-75"

Note: Regular height is 5' 8" - 6"; Tall is 6' 2" - 6' 4". Long measures 2" longer overall and 2" longer in the sleeves.

HOW TO MEASURE



All numbers listed above are measurements of the garment unless labeled with 'Body'.

NECK | Select a collared shirt that fits you well. Lay the collar flat and measure from the far end of the button hole to the button. Round up to the nearest inch for your neck measurement.

CHEST | Measure just under arms and across shoulder blades at the widest part of your chest. Be sure the tape measure is parallel to the floor. If waist is greater than chest measurement, use waist measurement.

WAIST | At your natural waistline, measure where your pants would normally ride. For an accurate measurement, do not measure over other clothing.

INSEAM | Without shoes; measure on the inside of your leg, from crotch to below your ankle. **Note:** Due to the nature of flame resistant fabrics, pants will shrink approximately 1" in length during the first 25 washings, and will shrink a total of 2" in length during the first 50 washings.

For more information, visit
www.TyndaleUSA.com/fr-clothing-safety-library/frequently-asked-questions/frc-sizing-faqs/

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WOMEN'S GARMENT SIZING INFORMATION

Styled Just for Women

Women are an important part of the workforce, and Tyndale believes every worker should have access to clothing that is both safe and comfortable. That is why we have made the product and inventory commitment to offer the largest selection of women's FR in the U.S.

Women's Shirts

	Size	Chest
XS	0-2	34½-36½"
Small	4-6	37½-39½"
Medium	8-10	40½-42½"
Large	12-14	43½-45½"
XL	16-18	46½-48½"
2XL	20-22	49½-51½"

Women's Coveralls

	Size	Chest
XS	0-2	42½-44½
Small	4-6	45½"-47½"
Medium	8-10	48½"-50½"
Large	12-14	52½"-54½"
XL	16-18	56½-58½"
2XL	20-22	60½-62½"

Women's Pants

Size	4	6	8	10	12	14	16	18	20	22	24	26
Waist	31½"	32½"	33½"	34½"	36"	37½"	39"	41"	43"	45"	47"	49"
Hips	40½"	41½"	42½"	43½"	45"	46½"	48"	50"	52"	54"	56"	58"

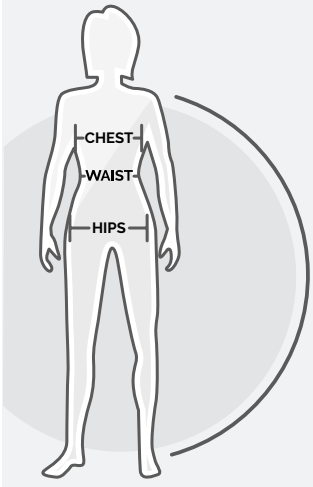
Real Customer Reviews

"I received the new style of Tyndale's F293T FR jeans today, and your team totally hit the mark!"
-Sarah Thomas, Houston, TX

"Great shirt for the ladies. The material is durable just like the ones made for the men's shirt. But this has a feminine look."
[Style K193T]

"Favorite pair of Tyndale jeans, they fit well, are comfortable to work in, and are the most flattering."
[Style F293T]

HOW TO MEASURE



All numbers listed above are measurements of the garment size.

CHEST | Measure just under arms and across shoulder blades at the widest part of your chest. Be sure the tape measure is parallel to the floor. If waist is greater than chest measurement, use waist measurement.

WAIST | At your natural waistline, measure where your pants would normally ride. For an accurate measurement, do not measure over other clothing.

HIPS | Measure the widest point between your natural waist and crotch.

Note: Due to the nature of flame resistant fabrics, pants will shrink approximately 1" in length during the first 25 washings, and will shrink a total of 2" in length during the first 50 washings.

For more information, visit

www.TyndaleUSA.com/fr-clothing-safety-library/frequently-asked-questions/frc-sizing-faqs/

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TYNDALE CLASSIC CASUAL 1/4 ZIP PULLOVER

Item No: **M056T**

7 oz. FRMC Mini Jacquard Knit	INHERENTLY FLAME RESISTANT	constructed with the ultimate comfort, technology, and durability
Long tail for added coverage	NFPA 2112 Compliant	Arc Rating: 9.5 / CAT 2
Made in USA by Tyndale		

SIZE	SML	MED	LRG	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓

COLORS: Black

MADE IN USA FRMC



TYNDALE HI-VIS SHORT SLEEVE T-SHIRT

Item No: **M03ST**

6.9 oz. 55% Modacrylic/ 35% Lyocell/ 10% Para-Aramid	Crew neck	Left chest pocket
ANSI 107 Class 3 compliant	NFPA 2112 Compliant	Arc Rating: 11 / CAT 2
Made in USA by Tyndale		

SIZE	SML	MED	LRG	XL	2XL	3XL
RG LENGTH	✓	✓	✓	✓	✓	✓

COLORS: Fluorescent Yellow

MADE IN USA



TYNDALE HI-VIS LONG SLEEVE T-SHIRT

Item No: **M034T**

6.9 oz. FRMC	INHERENTLY FLAME-RESISTANT	Left chest pocket
Rib-knit collar and cuffs	3M 5535 Reflective Tape	ANSI 107 Class 3 compliant
Exterior Tyndale FR, arc ratings, and CAT labels	NFPA 2112 Compliant	Arc Rating: 11 / CAT 2
Made in USA by Tyndale		

SIZE	SML	MED	LRG	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓
LN LENGTH	✗	✓	✓	✓	✓	✓	✓	✓

COLORS: Fluorescent Yellow

MADE IN USA FRMC

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TYNDALE LAYER 1 LONG SLEEVE T-SHIRT

Item No: **M010T**

4.6 oz FRMC Jersey Knit	INHERENTLY FLAME RESISTANT FABRIC	Designed as a baselayer
Moisture wicking and fast drying	Tagless and flat-lock seam construction for comfort	Lightweight and breathable technology
Exterior Tyndale FR, arc rating, and CAT labels	Arc Rating: 4.6 / CAT 1	Made in USA by Tyndale
NFPA 2112 Compliant		

COLORS:
Gray, Heather Blue, Navy Blue, Tan

SIZE	XS	SML	MED	LRG	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓	✓
LN LENGTH	✗	✗	✓	✓	✓	✓	✓	✓	✓



TYNDALE LONG SLEEVE HENLEY SHIRT

Item No: **J060T**

7 oz. 100% Antex FR Cotton	Standard Fit	Three button placket Rib knit collar and cuffs
Left chest pocket	Orange does not meet ANSI 107 standard for visibility	Exterior Tyndale FR, arc rating, and CAT labels
Moisture wicking	NFPA 2112 Compliant	Arc Rating: 8.9 / CAT 2
Made in USA by Tyndale		

COLORS:
Khaki, Light Blue, Navy Blue, Orange, Red

SIZE	SML	MED	LRG	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓
LN LENGTH	✗	✓	✓	✓	✓	✓	✗	✗



TYNDALE VERSA RAGLAN FLEX KNIT T-SHIRT

Item No: **J02MT**

6 oz 93% FR Cotton 7% Spandex	Contrasting sleeves and torso for classic baseball t-shirt styling	Drop-tail hem for added coverage while working
Raglan sleeves and underarm gussets for easy layering and range of motion		Curved sleeve hem designed for tool handling
Contrast flat seams at sides and down center back	Signature left arm pocket	Moisture wicking
Flexes with your body for added comfort and range of movement	Arc Rating: 8.3 / CAT 2	Made in USA by Tyndale

COLORS:
Carbon, Elmwood Brown & Olive, Vintage Indigo & Gry

SIZE	SML	MED	LRG	XL	2XL	3XL
RG LENGTH	✓	✓	✓	✓	✓	✓
LN LENGTH	✗	✓	✓	✓	✓	✓

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TYNDALE LONG SLEEVE LIGHTWEIGHT BUTTON DOWN WORK SHIRT

Item No: **F166T**

5.5 oz. Westex® DH Air™	INHERENTLY FLAME RESISTANT	Lightweight & breathable technology
Two chest pockets with button down flaps	Exterior Tyndale Fr, Arc rating, and HRC Labels	NFPA 2112 Compliant
Arc Rating: 9.1 / CAT 2	Made in USA by Tyndale	

SIZE	SML	MED	LRG	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓
LN LENGTH	✗	✓	✓	✓	✓	✓	✓	✓

COLORS:
Charcoal, Khaki, Light Blue, Navy Blue





TYNDALE HI-VIS LONG SLEEVE BUTTON DOWN WORK SHIRT

Item No: **M134T**

6.9 oz. FRMC	Two chest pockets with button closure	Button down collar
Side slits at hem to prevent rolling	Reflective striping at chest, back, waist and sleeves	ANSI 107 Class 3 Compliant
NFPA 2112 Compliant	Arc Rating: 11 / CAT 2	Made in USA by Tyndale

SIZE	SML	MED	LRG	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓

COLORS: Fluorescent Yellow





TYNDALE BUTTON DOWN SHIRT

Item No: **K176T**

6oz FR 88% Cotton/ 12% Sateen	True-to-size fit	Button front and button down banded collar
Two button cuffs and box pleat back	Two chest pockets with button flaps	Long tails
Exterior Tyndale FR, arc rating, and CAT labels	NFPA 2112 Compliant	Arc Rating: 9.5 / CAT 2
Made in USA by Tyndale		

SIZE	SML	MED	LRG	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓
LN LENGTH	✗	✓	✓	✓	✓	✓	✓	✓

COLORS:
Khaki, Light Blue, Navy Blue



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TYNDALE CLASSIC WORK SHIRT

Item No: **K196T**

7oz FR 88% Cotton, 12% Nylon FR Twill	True-to-Size Fit	Two chest pockets with flaps and buttons
Sleeve placket with two button cuffs	Exterior Tyndale FR, arc rating, and CAT labels	NFPA 2112 Compliant
Arc Rating: 8.6 / CAT 2	Made in USA by Tyndale	

SIZE	SML	MED	LRG	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓
LN LENGTH	✗	✓	✓	✓	✓	✓	✓	✓

COLORS:
Gray, Khaki, Light Blue, Navy Blue, Orange, Red

MADE IN USA



TYNDALE VERSA REGULAR FIT FLEX FR JEANS

Item No: **M24MT**

12.5 oz. FRMC® Flex Denim	INHERENTLY FLAME RESISTANT FABRIC	Regular Fit
Exterior Tyndale FR labeling on pocket and waistline	Standard five pocket styling	Lightweight & Breathable
Modern fashion wash-color may vary slightly	Flex fabric for comfort and ease of movement	NFPA 2112 Compliant
Arc Rating: 20 / CAT 2	Made in USA by Tyndale	

SIZE	30	31	32	33	34	35	36	38	40	42	44	46	48	50	52
30 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
32 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
34 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
36 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

COLORS: Dark Denim

MADE IN USA



TYNDALE VERSA FIVE POCKET FLEX CASUAL PANT

Item No: **M297T**

8oz FRMC® Flex Basketweave	INHERENTLY FLAME RESISTANT FABRIC	Flex fabric for comfort and ease of movement
Five pocket styling	Double needle inseam for durability	Slash front pockets with cell phone pocket
17" leg opening to fit over boots	Exterior Tyndale FR labeling on pocket and waistline	NFPA 2112 Compliant
Arc Rating: 12 / CAT 2	Made in USA by Tyndale	

SIZE	30	31	32	33	34	35	36	38	40	42	44
30 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
32 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
34 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
36 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

COLORS: Carbon

MADE IN USA FRMC

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COLORS: Denim

TYNDALE CLASSIC RELAXED FIT JEAN

Item No: **J230T**

14.75oz 100% FR Cotton	Waist fits "True to size" across the waistline	18.5" leg opening fits over your boots
One piece waistband with button closure	Standard five pockets	Exterior Tyndale FR, arc rating, and CAT labels
Imported with Made in USA fabric	NFPA 2112 Compliant	Arc Rating: 24 / CAT 2
Imported by Tyndale		

MEN'S PANTS	28	30	31	32	33	34	35	36	38	40	42	44	46	48	50	52	54	56	58	60
28 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
29 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
30 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
31 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
32 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
33 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
34 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
36 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓



COLORS:
Black, Charcoal, Slate / Black

TYNDALE VERSA THREE BUTTON SWEATSHIRT WITH HOOD

Item No: **M70MT**

13 oz. FRMC® Fleece	INHERENTLY FLAME RESISTANT	Moisture wicking and fast drying for comfort
Three piece hood and three button placket	Kangaroo pocket with Tyndale FR exterior labeling	Rib knit cuffs and waistband
American flag patch on left sleeve	Hood designed to fit under a hard hat	NFPA 2112 Compliant
Arc Rating: 23 / CAT 2	Made in USA by Tyndale	

SIZE	SML	MED	LRG	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓
LN LENGTH	✗	✗	✓	✓	✓	✓	✗	✗

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TYNDALE PULLOVER HOODED SWEATSHIRT

Item No: **M701T**

14.5 oz. FRMC Fleece (55%Modacrylic / 45%cotton)	INHERENTLY FLAME RESISTANT FABRIC	Oversized drawstring hood fits over hardhat
Front pouch pocket	Rib knit cuffs, waistband & side gussets	Exterior Tyndale FR, arc rating, and CAT labels
NFPA 2112 Compliant	Arc Rating: 27 / CAT 3	Made in USA by Tyndale

SIZE	SML	MED	LRG	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓
LN LENGTH	✗	✓	✓	✓	✓	✓	✗	✗

COLORS:
Gray, Navy Blue, Orange

MADE IN USA



TYNDALE VERSA FULL ZIP HOODED SWEATSHIRT

Item No: **M72MT**

13 oz. FRMC® Fleece	INHERENTLY FLAME-RESISTANT	Comfortable and durable
Two pockets	Moisture wicking and fast drying for comfort	Rib knit side gussets, cuffs, and waistband
Three piece hood	American flag patch on left sleeve	NFPA 2112 Compliant
Arc Rating: 23 / CAT 2	Made in USA by Tyndale	

SIZE	SML	MED	LRG	XL	2XL	3XL
RG LENGTH	✓	✓	✓	✓	✓	✓

COLORS: Black

MADE IN USA FRMC



TYNDALE ZIP FRONT HOODED SWEATSHIRT

Item No: **M721T**

14.5 oz. FRMC Fleece (55%Modacrylic / 45% Cotton	INHERENTLY FLAME RESISTANT FABRIC	Hood with drawstring fits over hardhat
Front patch pockets	Rib knit waistband	Exterior Tyndale FR, arc rating, and CAT labels
NFPA 2112 Compliant	Arc Rating: 27 / CAT 3	Made in USA by Tyndale

SIZE	SML	MED	LRG	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓
LN LENGTH	✗	✓	✓	✓	✓	✓	✗	✗

COLORS: Navy Blue

MADE IN USA

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TYNDALE WOMEN'S LAYER 1 LONG SLEEVE T-SHIRT

Item No: **M013T**

4.6 oz. FRMC Layer one	Crew neck	Center back flat lock seam for contured fit
Meant to be worn as a base layer	NFPA 2112 Compliant	Arc Rating: 4.6 / CAT 1
Made in USA by Tyndale		

SIZE	XS	SML	MED	LRG	XL	2XL
RG LENGTH	✓	✓	✓	✓	✓	✓

COLORS: Gray, Navy Blue





TYNDALE WOMEN'S LONG SLEEVE HENLEY

Item No: **J063T**

7 oz 100% Antex FR Cotton	Three button placket	Flattering and comfortable to work in
Rib knit collar and cuffs	Long Tails	Left chest pocket
Exterior Tyndale FR, arc rating, and CAT labels	Moisture wicking	NFPA 2112 Compliant
Arc Rating: 8.9 / CAT 2	Made in USA by Tyndale	

SIZE	XS	SML	MED	LRG	XL
RG LENGTH	✓	✓	✓	✓	✓

COLORS: Navy Blue, Orange





TYNDALE WOMEN'S LONG SLEEVE LIGHTWEIGHT BUTTON DOWN WORK SHIRT

Item No: **F163T**

5.5 oz. Westex® DH Air™	INHERENTLY FLAME RESISTANT	Moisture wicking and fast drying for added comfort
Lightweight & breathable technology	Triple needle main seam construction	Two chest pockets with button down flaps
Exterior Tyndale Fr, Arc rating, and HRC Labels	NFPA 2112 Compliant	Arc Rating: 9.1 / CAT 2
Made in USA by Tyndale		

SIZE	XS	SML	MED	LRG	XL	2XL
RG LENGTH	✓	✓	✓	✓	✓	✓

COLORS: Khaki, Light Blue



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TYNDALE WOMEN'S BASIC BUTTON DOWN SHIRT

Item No: **K173T**

6oz FR 88% Cotton/12% Nylon Sateen	Flattering cut	Two button cuffs and box pleat back
Button front and button down banded collar	Two chest pockets with button flaps	Long tails
Exterior Tyndale FR, arc rating, and CAT labels	NFPA 2112 Compliant	Arc Rating: 9.5 / CAT 2
Made in USA by Tyndale		

SIZE	XS	SML	MED	LRG	XL	2XL
RG LENGTH	✓	✓	✓	✓	✓	✓

COLORS:
Khaki, Light Blue, Navy Blue



TYNDALE WOMEN'S CLASSIC WORK SHIRT

Item No: **K193T**

7oz FR 88% Cotton 12% Nylon Twill	Flattering and comfortable to work in	Two button cuffs and box pleat back
Two chest pockets	Long tails	Exterior Tyndale FR, arc rating, and CAT labels
NFPA 2112 Compliant	Arc Rating: 8.7 / CAT 2	Made in USA by Tyndale

SIZE	XS	SML	MED	LRG	XL	2XL
RG LENGTH	✓	✓	✓	✓	✓	✓

COLORS:
Khaki, Light Blue, Navy Blue



TYNDALE WOMEN'S CLASSIC WORK JEAN

Item No: **J233T**

14.75oz 100% FR Cotton	Flattering fit, sits 1" below natural waistline	Button closure at waist & Standard five pockets
Exterior Tyndale FR, arc rating, and CAT labels	NFPA 2112 Compliant	Arc Rating: 24 / CAT 2
Made in USA by Tyndale		

SIZE	2	4	6	8	10	12	14	16	18	20	22	24	26
28 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
29 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
30 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
31 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
32 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
33 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
34 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

COLORS: Denim

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FRC CARE & MAINTENANCE

Arc-rated Flame Resistant Clothing (FRC) is the "last line of defense" in the event of an arc flash or flash fire — there to protect you when all other safety measures and precautions have been unsuccessful in preventing an incident. **Make sure your FRC performs and protects as expected by following these simple steps:**



Don't Use Chlorine Bleach
Chlorine bleach can break down the chemical bond between the flame retardant and the base fabric for certain types of FRC fabrics and can negatively impact color retention and fabric strength for all FRC fabrics.

Always follow the laundering instructions on the garment label for best results.



Don't Wear FRC That is Soiled With Flammable Contaminants
Flammable contaminants — oil, gas, grease, etc. — can ignite during an arc flash or flash fire and cause injury even though the FRC garment will self-extinguish.

Completely remove flammable substances before the garment is worn again. To help with difficult cleaning. Try applying detergent directly to the spot or dry cleaning.



Retire FRC if it is Worn Out
To know when a garment is worn out and should be retired from service, look for thin or "thread-bare" areas, unrepaired holes. excessive wear or abrasion, and damage like rips, cuts, tears, broken closures, or torn, open, or frayed seams. If damage is minor, contact Tyndale to request a repair or a complimentary FRC repair kit. Stop wearing the garment until it is properly repaired using FRC materials.



TYNDALE'S FRC CARE & MAINTENANCE TRAINING SOLUTION:

Visit www.TyndaleUSA.com/frccare to view Tyndale's training video, which covers recommended practices for laundering FRC at home and provides guidance for understanding when a garment should be repaired or retired from service.

HAVE QUESTIONS? NEED ASSISTANCE?

Contact Tyndale at 800-356-3433 today to place an order or request a free FRC repair kit.

For More Information, Visit **www.TyndaleUSA.com**

TYNDALE
PROUD TO PROTECT

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Tyndale Enterprises, Inc. PROUD TO PROTECT

Arc-Rated & Flame Resistant Clothing

Meets ASTM F1506
Complies with OSHA 29 CFR 1910.269 and NFPA 70E
Flash Fire Rated — Meets NFPA 2112

See product descriptions for details. Information presented within this catalog should not be used as a substitute for reviewing OSHA regulations and recognized safety standards or be used to take the place of official employee safety training or hazard analysis. It is the customer's responsibility to determine that the flame resistant clothing selected is appropriate for the intended use and provides the protection level needed for customer's employees to safely perform the job.

Tyndale Locations

DISTRIBUTION CENTERS

Pennsylvania Distribution Center
6120 Easton Rd
Pipersville, PA 18947

Houston Distribution Center
10400 Deer Trail Drive
Houston, TX 77038



RETAIL SERVICE CENTERS

Williamsport Factory Store & Service Center
60 W. Southern Ave.
S. Williamsport, PA 17702
855-FR-Store x622

Midland Factory Store & Service Center
9900 W. Interstate 20, Bldg. #2
Midland, TX 79706
855-FR-Store x635

Oklahoma City Factory Store & Service Center
6300 W. Reno Ave.
Oklahoma City, OK 73127
855-FR-Store x630

Concord Factory Store & Service Center
5816 Pacheco Blvd.
Pacheco, CA 94553
855-FR-Store x766

TYNDALE COMPANY

Headquarters
5050 Applebutter Rd.
Pipersville, PA 18947

CUSTOMER SERVICE:

Our customer service team is standing by from 7am-8pm ET, Monday-Friday. There are 3 easy ways to reach us:

Call:
800-356-3433

Email or Chat:
TyndaleUSA.com/contact-us

Take us with you wherever you go! Our mobile app provides all of your AR/FR resources in the palm of your hand. Access your managed account to shop for AR/FR clothing, keep up with our blog, browse our video library, and more. Search for **'Tyndale'** in your mobile app store. *Available on Apple & Android.*

TO ORDER, VISIT:

shop.TyndaleUSA.com

Please take our customer satisfaction survey: www.TyndaleUSA.com/survey

TYNDALE
PROUD TO PROTECT

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Certificate Of Completion

Envelope Id: D70F22E60AE34A14AB10370485D55C8F
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Subject: FOR SIGNATURE - Agreement for Direct Purchase Uniform Program Management (ELE/230220)
Source Envelope:
Document Pages: 61
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

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Electronic Record and Signature Disclosure: Accepted: 10/9/2023 3:21:11 PM ID: d9e68cbe-f4e0-4851-91cd-f08b69f02473		
William Sexton wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: William Sexton B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/9/2023 4:14:26 PM Viewed: 10/12/2023 9:09:49 AM Signed: 10/12/2023 9:29:54 AM
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James P. Hilty, Sr. jhilty@ocalafl.org President Security Level: Email, Account Authentication (None)	DocuSigned by: James P. Hilty, Sr. 6FD4FC329B6F4DF... Signature Adoption: Pre-selected Style Using IP Address: 67.231.58.39 Signed using mobile	Sent: 10/12/2023 9:29:56 AM Viewed: 10/12/2023 9:31:57 AM Signed: 10/12/2023 9:32:38 AM
Electronic Record and Signature Disclosure: Accepted: 2/22/2023 9:50:44 PM ID: 14e56788-1409-4fcd-8b7c-ddcc68b32a87		
Angel B. Jacobs ajacobs@ocalafl.org Security Level: Email, Account Authentication (None)	DocuSigned by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/12/2023 9:32:41 AM Viewed: 10/12/2023 11:09:27 AM Signed: 10/12/2023 11:10:05 AM
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Dawndrea Strohler DStrohler@TyndaleUSA.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/9/2023 1:58:43 PM ID: d241c992-5851-4f2d-aa21-dda4859bf9aa	COPIED	Sent: 10/5/2023 10:40:13 AM Resent: 10/9/2023 1:29:23 PM Resent: 10/12/2023 11:10:07 AM Viewed: 10/9/2023 1:58:43 PM

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Notary Events	Signature	Timestamp

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Envelope Updated	Security Checked	10/9/2023 2:06:21 PM
Envelope Updated	Security Checked	10/9/2023 2:06:21 PM
Certified Delivered	Security Checked	10/12/2023 11:09:27 AM
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Item Details

File Number: 2023-1229

ID #:	2023-1229	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	8	**In Control:**	City Council
				File Created:	05/31/2023
Presented By: :				**Final Action:**	08/01/2023

rmal Title: Approve a three-year contract with Tyndale Enterprises, Inc. to provide a managed uniform program for Ocala Electric Utility and Ocala Fiber Network with an estimated aggregate expenditure of $340,000

Internal Notes:

		Target Meeting:	08/01/2023
Sponsors:		**Enactment Date:**	
Attachments:	FOR COUNCIL - Agreement for Direct Purchase Uniform Program Managment - Tyndale Enterprises, Inc (ELE 230220), NOTICE OF INTENT TO AWARD	**Enactment Number:**	
:ommendation:		**Hearing Date:**	
Entered by:	lcrouthamel@Ocalafl.org	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/01/2023	Approved				Pass

Action Text:

Notes: There being no discussion the motion carried by roll call vote.

Aye: 5 Council President Mansfield, Council Member Bethea Sr, Pro Tem Dreyer, Council Member Musleh, and Council Member Hilty Sr

Text of Legislative File 2023-1229

Submitted By: Lisa M. Crouthamel

Presentation By: Doug Peebles

..end
Department: Electric Utility

STAFF RECOMMENDATION (Motion Ready):

Approve a three-year contract with Tyndale Enterprises, Inc. to provide a managed uniform program for Ocala Electric Utility and Ocala Fiber Network with an estimated aggregate expenditure of $340,000

..end

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
Request for Proposal Released to Public: 2/21/2023; Selection Committee Meeting: 4/13/2023.

BACKGROUND:

Ocala Electric Utility (OEU) and Ocala Fiber Network (OFN) have an ongoing need for a managed uniform program to supply flame-retardant, highly visible uniforms and work apparel for the safety of employees as they perform their duties.

FINDINGS AND CONCLUSIONS:

On February 21, 2023, the City issued its Request for Proposal (RFP) No. ELE/230220 for the provision of a managed uniform program for OEU and OFN. Six (6) proposals were received and a Selection Committee convened on April 13, 2023 to evaluate the proposals. Proposals were evaluated based upon the following weighted criteria:

- Qualifications and Experience, Staffing Plan, Customer Service, and Responsiveness (30%)
- Methodology, Ease of Use, and Availability of Items (40%)
- Percentage Discount Off Catalog/Listed Pricing (30%)

Tyndale Enterprises, Inc. was found to be the highest ranked firm by the Selection Committee:

FISCAL IMPACT:
The requested expenditure includes $180,000 for the initial outfitting of OEU and OFN field employees and $80,000 annually for the second and third years of the agreement.

Departments utilizing this contract have budgeted (in 34010 - Other Services) for uniforms and accessories in their individual fiscal year budget.

PROCUREMENT REVIEW:
These goods and services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:

This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

File #: 2026-1830 Agenda Item #: 10h.

Submitted By: Christina Guy

Presentation By: John King

Department: Fleet

FORMAL TITLE:
Utilization of the Florida Sheriffs Association agreement with Matheny Motor Truck Company for the purchase of two light rescue vehicles for Ocala Fire Rescue, in the amount of $890,634

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
As presented in the Fiscal Year 2025-26 budget process, Fleet Management requests the purchase of new and replacement vehicles and equipment to accomplish operational tasks for City departments.

FINDINGS AND CONCLUSIONS:
Units 05-184 and 05-185 have provided many years of dependable service but have experienced increased maintenance requirements and have reached the end of their useful service lives. Replacing these vehicles is necessary to maintain a reliable emergency response fleet and ensure that dependable apparatus is available to respond safely and effectively to emergencies.

Staff recommends approval to purchase two light rescue vehicles from Matheny Motor Truck Company for a total amount of $890,634, utilizing the Florida Sheriffs Association Cooperative Purchasing Program, Contract No. FSA25-VEF19.0.

FISCAL IMPACT:
Funds are allocated in account 092-019-602-522-66-64010 - Fire Rescue Machinery and Equipment.

PROCUREMENT REVIEW:
These goods were procured in compliance with the City's procurement policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

MATHENY MOTOR TRUCK CO.
Established 1922
726 SW 46th Ave.
Ocala, FL 34474
(P) 352-629-6305
www.mathenyfire.com

Apparatus Proposal

DATE: July 9, 2026

The Proposal has been prepared for:

City of Ocala Fleet & Facilities Management
1805 NE 30th Ave, Bldg, 200
Ocala, FL 34470

Matheny Fire and Emergency is pleased to offer City of Ocala (2) 2028 E-ONE Light Rescue Trucks on Ford F-550 Chassis. This vehicle is utilizing the FSA Contract FSA25-VEF19.0. This vehicle shall be in accordance with the attached specifications. The purchase price shall include all vehicle components and NFPA equipment as requested by the fire department as detailed in the Matheny Fire and Emergency Proposal.

Delivery will be F.O.B. Customer Location and will be made approximately 400 Calendar days after receipt of Purchase Order and all applicable specifications are signed off by the customer. Terms of payment shall be pre-payment or net 45 at delivery.

FSA Fire Apparatus – Rescue Apparatus – Item 173	$	319,928
Customer changes	$	110,389
E-ONE Light Rescue	$	430,317
Equipment / Aftermarket Allowance	$	15,000
Total (each)	**$**	**445,317**
Quantity (2)	**$**	**890,634**

This quote is valid for 30 days unless extended in writing.

CONTINGENCIES: Matheny will not be liable for any delay, failure to make delivery, or other default due to strikes or labor unrest, war, riot, federal, state, or local government action, fire, flood or other disaster or acts of God, accidents, breakdown of machinery, lack of or inability to obtain materials, commercial chassis', parts or supplies, or any other causes or circumstances beyond the reasonable control of Company which prevent or hinder Company's manufacture and/or delivery of the telehandler.

MATHENY MOTOR TRUCK CO.
Established 1922
726 SW 46th Ave.
Ocala, FL 34474
(P) 352-629-6305
www.mathenyfire.com

CHANGES IN REGULATIONS/INDUSTRY STANDARDS: Pricing is subject to adjustment for changes to the equipment necessitated by changes in applicable government regulations (such as FMVSS or emissions regulations), industry standards, replacement of discounted models or components from vendors, or freight charges. Buyers are responsible for any cost increases due to such changes beyond Matheny control and is above and beyond standard annual price increases. Additionally, the quoted pricing may be subject to chassis manufacturer price adjustment for any unforeseen materials and/or component cost increases incurred at time of materials acquisition and/or production in the form of a surcharge. Supporting documentation shall be provided detailing any changes that may impact on final pricing and delivery.

This proposal is deemed acceptable by the undersigned. In witness whereof, The Company and the Purchaser shall execute and agreement to this proposal with signatures and authorizations representatives as of the date set forth by each.

_____ _____

Dee Daniels – Director of Apparatus Sales Date

Justin Rice 7.9.26

_____ _____

Justin Rice – Territory Manager Date

FSA Cooperative Purchasing Program



Contract Terms and Conditions

FSA25-VEF19.0: Fire & Rescue Vehicles, Boats, & Equipment

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1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title, and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturers' authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contract FSA25-VEF19.0: Fire & Rescue Vehicles, Boats, and Equipment shall remain in effect for one two-year (2) term from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of contract begins April 1, 2025, and ends March 31, 2027.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in the appropriate court in and for Leon County, Florida.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Office of Sheriff is a constitutional office in the State of Florida. Each sheriff has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of the office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

The Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any Bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollar.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

A. Bidder: A business or enterprise that submits a formal bid to the Florida Sheriffs Association Cooperative Purchasing Program in accordance with the Terms and Conditions. A bidder, that is not the manufacturer, must be authorized by the manufacturer to market and sell an item for which they are bidding.

B. Bid System: The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.

C. Build Sheet: A document from the Bidder that confirms that the item submitted meets or exceeds the FSA Base Specifications. Build sheets may include drawings, visuals representing the item offered to the end user.

D. Dealer: An enterprise authorized by the manufacturer to market, sell, provide, and service the items for the Florida Sheriffs Association Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.

E. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

F. Factory: Refers to the manufacturer facility that produces products.

G. Fleet Advisory Committee (committee): An employee of a sheriff's office or other local governmental agency, or person who FSA CPP identifies as a subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The committee makes recommendations to the FSA CPP and is not responsible for final awards.

H. Florida Sheriffs Association Cooperative Purchasing Program (FSA CPP): The entity that conducts the Invitation to Bid and administers the resulting contracts

I. FSA Base Specifications: Written descriptions of the minimum requirements for each item or item group developed by the FSA CPP for Bidders to bid on. These item requirements may be unique to FSA CPP and require additional components to the manufacturer's standard item.

J. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to Bidders, vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the FSA Base Specifications available to Bidders on the Bid System and references to solicitation documents. The term shall not include requests for proposals, requests for quotes, requests for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

K. Manufacturer: The original producer or provider of items offered on this contract.

L. Manufacturer's Suggested Retail Price (MSRP): The Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
   a. Manufacturer's Computer Printouts
   b. Manufacturer's Annual U.S. Price Book
   c. Manufacturer's official website

M. Non-Scheduled Option: Any optional new or unused component, feature or configuration that is not included or listed in the FSA Base Specifications or options provided by the Vendor.

N. Production Cutoff: A date used by manufacturers to notify vendors and dealers that the manufacturer has reached maximum capacity for orders or are discontinuing the production of an item.

O. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.

P. Purchase Order: An official request for order from a purchaser to an awarded Vendor for an item that has been awarded on this contract. Purchase Orders placed using this contract formalize the terms and conditions of this contract under which a Vendor furnishes items to a purchaser.

Q. Purchaser: A purchaser is an entity that seeks to obtain items awarded on this contract by meeting the eligible user criteria.

R. Qualifications Packet: This document contains the required forms, attestations, authorizations, and organizational information needed, which Bidders must submit for a successful and complete bid.

S. Terms and Conditions: Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a Qualifications Packet during the bid process which will become part of the contract if awarded.

T. Third Party Supplier: Businesses external to a Bidder or Vendor that provide products and services which contribute to the overall finished item in this contract. Third Party Suppliers are contractors under the direction and responsibility of the Bidder or Vendor.

U. Vendor: The Bidder that meets qualifications, receives an award, agrees to provide those items in compliance with the Terms and Conditions.

V. Vendor Installed: A product or service provided by the Vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bid contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in F.A.C. 60A-1.001(2).

All purchasers are bound by applicable Federal and State law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, awarded bids can be extended and guaranteed to other entities, which can include out-of-state sales, in accordance with Vendors' individual manufacturers' agreements. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturers' agreements and must agree to the Terms & Conditions.

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations, including any applicable motor vehicle dealer laws, that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify that they are willing to accept purchase orders funded in whole or in part with federal funds. By opting in, Bidders certify that they are willing to comply with the requirements outlined in Appendix C upon receipt of a federally funded purchase order. This is not a requirement of the Invitation to Bid or contract. Bidders are required to indicate whether they are willing to comply with federal funding requirements attached to a purchase order. FSA CPP has taken actions to provide and develop information, materials, and resources for Bidders, Vendors and purchasers that will assist in the use of federal funding with this contract. It is the responsibility of the purchaser to determine compliance if they wish to use federal funds for purchase or intend to request federal funding reimbursement.

1.11 PATENTS & ROYALTIES

The Bidder/Vendor, without exception, shall indemnify and hold harmless the Florida Sheriffs Association (FSA) and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the Bidder/Vendor uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA CPP that all specifications herein are in full and complete compliance with all Federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided. This includes, but is not limited to, Federal Motor Vehicle Safety Standards (FMVSS), Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA)

Standards, Society of Automotive Engineers (SAE), Fire Apparatus Vehicle Standards, and Federal Ambulance Standards (KKK-A-1822F), which includes all subsequent change notices. All fire apparatus manufacturers must meet the National Fire Protection Association (NFPA) 1901 and 1906 standards.

In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Terms and Conditions, regarding the items and services specifications, safety, and environmental requirements shall immediately become a part of the Terms and Conditions. The Vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Vendor shall contact the FSA CPP immediately.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the bid opening because of a disability must contact the FSA Human Resources at (850) 877-2165.

1.16 DISADVANTAGED BUSINESSES

As part of the solicitation process FSA CPP makes information publicly available to potentially qualified entities, and conducts additional outreach to qualified:

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- Disadvantaged business enterprises.

FSA CPP takes necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, as recommended by 2 C.F.R. § 200.321. FSA CPP will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-certify in the Qualifications Packet whether they meet the state and federal definitions of a small business, minority-owned small business, women-owned small business enterprise, and disadvantaged business.

1.17 ANTI-DISCRIMINATION

The Bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of this FSA Base Specifications shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes 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 public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a 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.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms and Conditions, if issued
- Contract Conditions
- Addenda to FSA Base Specifications, if issued
- FSA Base Specifications
- Bidder Instructions
- General Conditions

1.22 COMMUNICATIONS

Communications between a Bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this Invitation to Bid or in any written addendum to this Invitation to Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA CPP by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA CPP website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the Bidder verbally, and if any verbal clarifications are provided, they are without legal effect. FSA CPP will make every attempt to e-mail updates to registered Bidders. However, posting to the FSA CPP website or the Bid System constitutes proper notice of addenda.

The FSA CPP shall issue a Formal Addendum if substantial changes that impact the submission of bids are required. Any such addenda shall be binding on the Bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Formal Addenda shall govern over prior Formal Addenda only to the extent specified. The FSA CPP will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the FSA Base Specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA CPP may waive this requirement when in its best interest.

After the start of the contract term, FSA CPP will notify all Vendors of any addenda and will require acknowledgement of the new terms and conditions. If the Vendor does not agree to the new terms and conditions, the Vendor's award can be removed or replaced by another Vendor or qualified responsive bidder.

1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA CPP. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA CPP Bid System constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA CPP.

If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor-in-interest must perform all obligations under this contract. FSA CPP reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

In the event a manufacturer reassigns the product line to an alternate company, the Vendor is required to immediately notify the FSA CPP in writing of the change within ten (10) business days confirming the reassignment.

If the alternate company is not already an approved FSA CPP Vendor, they are required to submit a Qualifications Packet to the FSA CPP to become an approved Vendor *prior to* conducting any qualified sales. FSA CPP may approve such assignments of existing or new vendors at its discretion. The Vendor is required to honor the contract pricing and all of the applicable Terms and Conditions throughout the remaining term of the contract.

1.26 TERMINATION OF PRODUCT LINE

If a Vendor terminates a product line (manufacturer or brand), the Vendor is required to notify the FSA CPP within ten (10) business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the contract.

1.27 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA CPP.

The FSA CPP may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA CPP, in making the award.

FSA CPP may inspect the Bidder's facility prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

1.28 VENDOR ABILITY TO PERFORM

The FSA CPP may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the FSA CPP may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

During the contract period, FSA CPP may review the Vendor's record of performance and may require submission of supporting documentation to ensure that the Vendor is providing sufficient financial support, equipment and organization.

If the FSA CPP determines that the Vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA CPP has the authority to immediately terminate the contract.

By responding to this Invitation to Bid, the Bidder warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Vendor's ability to satisfy the obligations of a resulting contract. The Vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133 of the Florida Statues, or on any similar list maintained by any other state or the federal government. The Vendor shall immediately notify the FSA CPP and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.29 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the contract signature form that the Bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all items bid and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.30 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

1.31 NONCONFORMANCE

Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Vendor's expense.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with Vendor.

1.32 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practical after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidders' products or services.

1.33 TIE BIDS

FSA CPP has the right to award multiple bidders the primary or alternate award in the event of a tie. In the event the FSA CPP desires to break tie bids, and both businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder within the State of Florida
- Vendors' performance record with purchasers
- Coin Toss

1.34 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA CPP to readily identify Vendor's sales. FSA CPP and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible user information, whether kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assignees, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this contract and for a period of three (3) years after the completion of this contract. At the Vendor's expense and upon written notice from FSA CPP, the Vendor shall provide such records for inspection and audit by FSA CPP or its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three business days of receipt of the written notice. FSA CPP may select the Vendor's place of business or offsite location for the audit. The FSA CPP may also request the Vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assignees, successors, and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Vendor to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed $5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.35 LICENSES AND PERMITS

The Bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and any resulting contract. Where Vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the Vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Bidder must, by the time of award, be registered to do business in the State of Florida on SunBiz.gov.

1.36 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or Bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.37 PERFORMANCE BONDS

Purchasers may request a performance bond from a Vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.38 COLLUSION

A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

Bidders or Vendors who are found to have engaged in these acts will be considered nonresponsive and will be suspended or barred from bid participation. Any contract award resulting from these acts may be terminated for default. Further, any such acts detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without violating this provision if the bid submitted is not from the same manufacturer and product line. Dealers that share the same ownership may submit multiple bids without violating this provision if the Bidders are not in the same region featuring the same manufacturer and product line.

1.39 DEFAULT

In case of default on the part of Vendor, the FSA CPP may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked Bidder or from other sources. A defaulting Vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.40 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a “Notice of Protest” in writing to the FSA CPP within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party’s claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party’s filing will be reimbursable to the FSA and deducted from the protesting party’s bond or security which must accompany their filing.

Any Bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA CPP will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful Bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA CPP within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA CPP provided at the time of filing the initial protest. Failure to provide written notice to FSA CPP, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the Bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.41 NONPERFORMANCE

By virtue of the bid submission, Bidder acknowledges its obligation to sell items in all zones for which it is awarded. Upon award, failure of the Vendor to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per item, which amount the Vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA CPP's discretion.

The Vendor shall at all times during the contract term remain responsive and responsible. In determining Vendor's responsibility, the FSA CPP shall consider all information or evidence that demonstrates the Vendor's ability or willingness to fully satisfy the requirements of the Terms and Conditions.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA CPP at its sole discretion may remove a noncompliant Vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA CPP at its sole discretion.

At FSA CPP's discretion, Vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result in termination from the existing contract and future competitive bid solicitations at the discretion of the FSA CPP.

In situations where there is evidence that the Vendor has engaged in egregious breaches of the contract with respect to either the FSA CPP and/or the purchaser, the contract can be terminated and the Vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA CPP.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any Vendor presented with a valid Purchase Order consistent with Vendor bid quotes or other agreed upon terms and pricing is required by this contract to accept such purchase order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Vendor must deliver this product in accordance with the Terms & Conditions – regardless of whether doing so will provide the Vendor with a profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for nonpayment of administrative fees, to which FSA CPP is entitled, according to Section 3.25, and any attorney's fees incurred in the recovery of these damages.

1.42 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

1.43 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the Vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA CPP shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Vendor and unless the deficiencies are corrected within ten (10) business days, the contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA CPP, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the purchaser shall compensate the successful Bidder in accordance with the contract for all services performed by the successful Bidder prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the default.

Notwithstanding the above, the Vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the Vendor, and the FSA CPP may reasonably withhold payments to

the Vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the Vendor is determined.

1.44 TERMINATION WITHOUT CAUSE

The FSA CPP can terminate the contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective thirty (30) calendar days following receipt by Vendor of such notice.

In the event of termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the FSA CPP.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balance of the contract or cancellation charges.

Any payments to the Vendor shall be only to the total extent of the purchaser liability for goods or services delivered prior to the date of notice to terminate the contract.

1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The FSA logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by Vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request the logo by contacting cpp@flsheriffs.org, and should include a brief description of how the Vendor intends to use the logo. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

2.0 BIDDER INSTRUCTIONS

2.01 QUALIFICATION

Bidders are required to complete the qualification packet as part of the bid submission. A Bidder becomes a qualified bidder if they comply with this section and Section 2.09, Mandatory Pre-Bid Meeting.

Qualification Packet information required for bid qualification include:

- Qualification form
    - Contact Information
    - Business Profile
    - References
    - Disqualifications & Defaults
    - Warranty Service Plan Attestation
    - Emergency Technician Attestation
- Compliance Attestations
    - E-Verify
    - Sunbiz
    - Drug-Free Workplace
    - Workers Compensation
    - Compliance with Applicable Federal, State, and Local Laws and Ordinances
- Federal Compliance
- If willing to comply with the requirements applicable to federally funded purchase orders, Federal Compliance Certifications:
    - Certification Regarding Debarment and Suspension
    - Certification Regarding Lobbying
- Contract Signature Form
- Insurance Checklist
    - Certificates of Insurance due five days prior to award
- W-9 Form

The Qualifications Packet is located on the Bid System.

2.02 LICENSING AND FACILITIES

Bidders are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If Bidders do not have a facility, the Bidder must be able to assist purchasers in obtaining warranty work as authorized by the manufacturer.

If a Bidder does not maintain a facility within the State of Florida, the Bidder must have a plan as to how the Bidder would service Florida purchasers if awarded the contract. This warranty service plan must demonstrate that the warranty work will be timely and satisfactorily performed and should include:

- Whether the warranty service provider is approved by the manufacturer
- If the Bidder plans to contract out for service, a copy of the service agreement; and
- Zone specific service plans to include:
    - Response time to initial call from purchaser,

- Number of personnel available to service the contract,
- Qualifications of personnel providing warranty work, and
- Any additional information that would detail how warranty service would be provided.

The sufficiency of the Warranty Service Plan may be evaluated by the FSA CPP. The FSA CPP reserves the right to request additional information from a Bidder regarding the facility during the solicitation and the term of the contract, if awarded. The FSA CPP may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Bidder/Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Bidder/Vendor, its agents, employees, partners, or third party suppliers; provided, however, that the Bidder/Vendor shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

The Florida Sheriffs Association and/or participating agencies shall give the Bidder/Vendor (2) the opportunity to take over and settle or defend any such action at Bidder's/Vendor's sole expense. When reasonable, the Florida Sheriffs Association will give the Bidder/Vendor written notice of an action or threatened action. Bidder/Vendor shall not be liable for any unreasonable cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without Bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Insurance Checklist summarizes the Bidder's/Vendor's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five (5) business days prior to the contract award date. The Vendor may not begin performance under the contract until such Certificates have been approved by the FSA CPP.

The certificate must state Bid Number and Title. FSA must be named as an additional insured for the duration of the contract.

The Vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The Vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the Vendor is acting as an independent contractor. The Vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The Vendor at all times during the full duration of work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The Vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

The Vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this contract.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

FSA CPP required insurance coverages must be maintained through the duration of the contract. Upon expiration of the required insurance, the Vendor must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without thirty (30) calendar days' written notice to the FSA CPP.

It is understood and agreed that all policies of insurance provided by the Vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

> *The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Vendor, his agents, servants, or employees, or through the mere existence of the project under contract.*

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The Vendor will secure and maintain policies of third-party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Vendor and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third-party suppliers and of persons employed by them as they are for acts and omissions of persons directly employed by the Vendor.

The FSA can request, and the Vendor shall furnish proof of insurance within seven (7) calendar days of receipt of the written request from FSA. Should the Vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA CPP shall have the right to consider the contract breached and justifying the termination thereof. If Bidder does not meet the insurance requirements, the FSA may consider alternate insurance coverage

2.04 SPECIFICATIONS

All items covered by this Invitation to Bid and any resulting contract, and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the Bid System or FSA Base Specifications.

The FSA Base Specifications are contained in the FSA CPP Bid System, may be requested from FSA CPP, and are retained within FSA CPP's archive. As part of the bid submission, Bidders will be required to provide confirmation that the item bid meets the FSA Base Specifications. FSA CPP may reject bids that fail to provide confirmation that the item(s) bid meet the FSA Base Specifications.

FSA CPP develops the specifications with subject matter experts and publicly available information. However, FSA CPP does not have access to full details from the manufacturer and relies on Bidders to assist in this process. Bidders should immediately notify the FSA CPP of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

If awarded a contract, Vendor(s) must offer and supply an item that either meets or exceeds all the requirements included in the applicable FSA Base Specifications, unless a purchaser specifically issues a Purchase Order for a base item and option that differs from the FSA Base Specifications. Failure of a Bidder to comply with these provisions will result in Bidders being held responsible for all costs required to bring the item into compliance with the contract specifications.

2.05 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA CPP Bid System.

2.06 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a Bidder may have to the Terms and Conditions must be documented in Bidder's submission. Exceptions to the FSA Base Specifications at the time of the bid submission shall reference the item number, make and model. FSA CPP has the discretion to grant or deny, in whole or in part, the Bidders requested exception, deviation or contingency to the specifications or Terms and Conditions. Bidder acknowledges that the bid may be disqualified if FSA CPP rejects the proposed exceptions.

2.07 MISTAKES

Bidders are expected to examine the FSA Base Specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the Bidder's risk.

2.08 EQUIVALENTS

Prior to the opening of the Bid System, Bidders may request item equivalents. The Bidder must submit the manufacturer name and model number (or product identifier) of each equivalent requested to FSA CPP. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with FSA Base Specifications. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.09 MANDATORY PRE-BID MEETING

Prospective Bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA CPP to clarify questions on the Terms and Conditions and to confirm all FSA Base Specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the FSA Base Specifications are finalized.
FSA CPP reserves the right to grant attendance exceptions to the mandatory meeting if the Bidder has requested authorization, agrees in writing to meet all the Terms and Conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.10 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening. Each item, make, and model must be priced and bid separately. Prices quoted in the bid submission should reflect the final amount the Bidder can expect to receive for payment for the items bid for the duration of the contract, unless otherwise provided in the contract. These prices must be inclusive of all components included in the FSA Base Specifications. Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined within these Terms and Conditions. The administrative fee is three quarters of one percent (.0075).

Prices must be Free on Board (FOB) destination and must include delivery to the purchaser.

2.11 OPTION PRICING

The Bidder shall offer a discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturer's published list price for any options offered, if awarded. The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes and will not be published.

Options are intended to add or delete equipment or features from the FSA Base Specifications. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base item. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create an item that is available as another item bid on this Invitation to Bid.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the FSA Base Specifications will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper manufacturer codes for factory options. Options available through the factory should be bid and supplied to purchaser as factory options, unless otherwise requested in writing by the purchaser. Factory

package options are permitted under this contract. Factory package options included in the bid submission must detail what components the package includes.

If a Bidder will offer registration and title services as a fee for service, government-imposed fees should be listed at the exact cost and shall not include the FSA administrative fee.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA Base Specifications, the Bidder should include the word "Credit" at the beginning of the description field and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the Bidder will credit the purchaser.

2.12 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

> Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA CPP may request certificates for a Vendor's installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the Vendor can be found in default of the contract.

2.13 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and a completed Qualifications Packet. The bid must be received by the date and time specified on the Bid Calendar seen in Appendix A. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink
The Bid System is located at https://www.myvendorlink.com. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to Bidders after registering in the bid system. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a Bidder submits bid pricing using cents, the following formula will be applied: $.01-.49 will be rounded down to the dollar bid (e.g., $50.49 = $50) and $.50-.99 will be rounded to the next dollar (e.g., $50.50 =$51).

Bid Submission

To ensure correct bid submittal and formatting, Bidders shall:

- Input a bid price for each item
- Upload files as instructed in the Bid System; files requested will be in .pdf format
- Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet
- Build sheet for each item bid as a single .pdf
- Any requested exceptions or equivalents.

FSA CPP may ask awarded Bidders to supply one hard copy set with digital signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA CPP. FSA is not responsible for Bidder's improper use of the Bid System. Exceptions will be granted to this section should any Bid System malfunctions occur.

2.14 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the Bidder agrees to the Terms and Conditions and to be bound by such Terms and Conditions if selected for award. The Bidder must submit the Contract Signature Form with the signature of an authorized representative no later than the due date. All Terms and Conditions are applicable throughout the term of the contract and not specific to any given year, make or model.

2.15 MODIFICATION OR WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a Bidder must withdraw the bid, the Bidder must contact FSA CPP immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

2.16 LATE BIDS

The responsibility for submitting a bid before the due date and time on the bid calendar is solely and strictly the responsibility of the Bidder. The FSA CPP is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.17 PUBLIC BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA CPP will provide a bid inspection period for Bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

2.18 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the contract. As set forth in Section 2.24, FSA CPP reserves the right to waive or allow a Bidder to correct minor irregularities.

2.19 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive. The FSA CPP will not request documentation or consider a Bidder's social, political or ideological interests in determining if the Bidder is a responsible Bidder. FSA CPP will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible Bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources
- Previous experience with FSA contract or other similar government contracts
- Ability to provide excellent customer service, including on previous FSA contracts; and
- Any other information relevant to the responsibility of a Bidder of which FSA CPP is aware.

In addition to the requirements set forth by these Terms & Conditions, FSA CPP reserves the right to request staffing, performance and financial information from any Bidder during the evaluation process.

FSA CPP reserves the right to determine which responses meet the requirements, specifications, Terms & Conditions of the solicitation, and which Bidders are responsive and responsible.

FSA CPP further reserves the right to limit participation of Bidders who, in FSA CPP's sole discretion, are determined to present responsibility concerns that call into question the Bidder's ability to perform but that do not rise to the level of requiring rejection of the Bidder as non-responsible.

2.20 BASIS FOR AWARD

FSA CPP reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest. FSA CPP reserves the right to make multiple awards for each item, if determined to be in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA CPP website according to the date posted in the bid calendar.

2.21 BID TABULATIONS

The bid tabulation report will be posted on the FSA CPP website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA CPP will post a notice of the delay and a revised date for posting of results.

2.22 MINOR IRREGULARITIES / RIGHT TO REJECT

The FSA CPP has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA CPP determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the Terms and Conditions of this procurement that does not affect the price of the bid or give the Bidder a substantial advantage over other Bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA CPP may allow a Bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA CPP may request a Bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA CPP ill not request, and a Bidder may not provide the FSA CPP with additional materials that affect the price of the bid, or give the Bidder an advantage or benefit not enjoyed by other Bidders.

The FSA CPP may also reject any bids not submitted in the manner specified in this document.

2.23 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, technical questions regarding problems incurred in the use of the Bid System, or communications initiated by the FSA CPP. All permitted communications during this period shall be made in writing to the procurement contacts identified in Section 1.01 of this Invitation to Bid.

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA CPP and the awarded Vendor. The Terms and Conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the Vendor must notify FSA CPP immediately.

3.04 ADDITIONS AND DELETIONS

The FSA CPP reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and the participating purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or manufacturer performance, or the product's lack of relevance.

For items that come to market during the contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing contract terms and conditions, if the manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

3.05 CONTRACT EXTENSION

Contract Extension

The contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA CPP reserves the right to execute a contract extension or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the Vendor, the FSA CPP will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this contract.

Month-to-Month Continuation

In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

3.06 PRICE ADJUSTMENTS

This contract provides the following methods of price adjustments:

- Annual Price Adjustments
- Changes to Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of any changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

Changes to Production or Design

Significant changes by the manufacturer to the production of and specification design may also initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the manufacturer

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the manufacturer and substantiate the need for a related price adjustment for this contract.

Equitable Adjustments

The FSA CPP may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order

system with the manufacturer. Purchase orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA CPP reserves the right to inspect the Vendor's facilities at any time with prior notice.

3.10 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and is to be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.11 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the contract. FSA CPP may terminate the contract in accordance with Terms and Conditions.

3.12 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these Terms and Conditions.

3.13 AMBULANCE REMOUNT

Ambulance remount services may be offered by awarded Vendors on this contract. Remount service providers shall maintain a minimum of $5,000,000 in Product Liability Insurance and a minimum of $1,000,000 in Professional Garage Keepers Liability Insurance. It is the responsibility of the Vendor to maintain the insurance requirements under the Terms & Conditions. Proof of adequate coverage shall be provided to the purchaser upon request.

All remount service providers must be registered with National Highway Traffic Safety Administration (NHTSA) as a new vehicle manufacturer as required by law (49 CFR 571.7(e)). The remounter shall follow all recommended

guidelines and practices as published and prescribed by the OEM chassis manufacturer for the chassis platform supplied. This includes:

1. Compliance with Federal Motor Vehicle Safety Standards (FMVSS);
2. Incomplete Vehicle Document (IVD) for appropriate chassis;
3. OEM Body Builder's Guide for appropriate chassis; and
4. Ford QVM Program Truck Guidelines or other OEM Chassis Upfitter programs.

The remounter must have financial strength to adequately support any warranty obligation provided to the customer and be able to verify this to the purchaser upon request. The warranty that shall be offered at a minimum to the customer shall be as follows:

1. The remounter shall warranty the ambulance and furnished equipment against parts failure or malfunction due to design, construction or installation errors, defective workmanship and missing or incorrect parts for a minimum period of 12 months or 12,000 miles (whichever occurs first) from date of acceptance, exclusive of any authorized driveaway mileage.

2. However, if the remounter received from any supplier or subcontractor additional warranty on the whole or any component of the ambulance, in the form of time and/or mileage, including prorated adjustments, or if the remounter generally extends to their customers a greater or extended warranty coverage, the purchaser shall receive corresponding warranty benefits.

The remounter must follow all recommended guidelines and requirements which apply to the new chassis, as well as application and installation of all components and equipment included in the remounted vehicle. This shall include suitability and generational compatibility of key components to meet both make and model year of chassis utilized.

The remounter shall perform the following series of steps to determine viability of the proposed remount vehicle prior to production:

1. The viability process shall include a visual inspection of ambulance body module for overall condition to determine suitability and feasibility for forward service life. This shall include the compatibility of the body to the proposed new chassis.
2. This viability process shall include, and the remounter shall provide, a Scope of Work document which shall include an itemized proposal to the customer and a notice of compliance to FMVSS requirements, as well as weight balance and payload analysis and projections. A minimum payload of 1,500 pounds is required.
3. The remounter shall inform the purchaser of any additional deficiencies or defects discovered during the production process and inform the purchaser immediately whereby remediation shall be mutually determined.

It is the responsibility of the Vendor to certify that it has inspected the remounted module for structural integrity and will supply a statement that includes proof of the inspection process to the purchaser. The remounter shall have written work process documentation to substantiate each step of the production process for the remounted vehicle to include:

1. Evaluation and physical assessment of original vehicle
2. Engineering analysis for major modifications such as change in chassis type or body mounts
3. The actual production sequence and process; and
4. Written and verified quality control and function checks.

3.14 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

3.15 PURCHASE ORDERS

To initiate a purchase, a purchase order must be issued to the Vendor, which includes:

- FSA CPP contract title and number
- FSA CPP item number
- Make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the Vendor. Vendor shall place the order with the manufacturer within ten (10) business days of receipt of the purchase order. The Vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

A Confirmation of Order form shall be completed by the Vendor and provided to the purchaser and FSA CPP fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Vendor from the purchaser.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve their needs, the purchaser may order from a Vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the Vendor and the purchaser charge a delivery fee.

If a Vendor receives a purchase order for an item for which they were not awarded, the Vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

The Vendor must submit electronic copies of Purchase Orders within fifteen (15) calendar days of the Purchase Order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the Vendor after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Vendor and cause for the delay. Purchase Orders should contain the following required information:

- Purchaser name,
- Purchase order number,
- Purchase order issue date,
- FSA CPP contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and

- Estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the required information, the Vendor must submit supplemental documentation to FSA CPP at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use purchase orders, written communication from the purchaser to the Vendor will be provided to FSA CPP.

3.16 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA Base Specifications, manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the Vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. The Vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

- Copy of the purchase order
- Copy of the FSA Base Specifications
- Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered
- Copy of the pre-delivery service report
- Registration warranty certification
- Owner's manual
- Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided.

Deliveries within 2,500 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving fire rescue or emergency response vehicle must use an "OUT OF SERVICE" cover on light bars.

All deliveries in excess of 2,500 miles shall be approved by the purchaser. The purchaser has the option to reject a vehicle with more than 2,500 odometer miles, if not previously approved by the purchaser, or may deduct $0.51 cents per mile in excess of 2,500 miles from the invoice. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery.

When items require service or adjustments upon delivery, the Vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Vendor until the items are satisfactory and accepted by the purchaser.

3.17 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order. Should the delivered items differ in any respect from the FSA Base Specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

3.18 REGISTRATION, TAG AND TITLE

Title items shall be the responsibility of the Vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

3.19 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

3.20 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently. The Vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment Act applies to ensure timely payment of Vendor invoices, the FSA CPP encourages purchasers to make payment within thirty (30) days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.21 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.22 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to reports@flsheriffs.org. The quarterly report template shall be submitted using an Excel workbook provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting Vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Quarterly reports should follow this schedule:

Contract Year 1: April 1, 2025 – March 31, 2026

Year 1 Quarter 1	April 1 – June 30	July 15
Year 1 Quarter 2	July 1 – September 30	October 15
Year 1 Quarter 3	October 1 – December 31	January 15
Year 1 Quarter 4	January 1 – March 31	April 15

Contract Year 2: April 1, 2026 – March 31, 2027

Year 2 Quarter 1	April 1 – June 30	July 15
Year 2 Quarter 2	July 1 – September 30	October 15
Year 2 Quarter 3	October 1 – December 31	January 15
Year 2 Quarter 4	January 1 – March 31	April 15

If a contract extension or renewal option are executed, the quarterly reports will maintain the same schedule for future reporting periods.

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Vendor has no sales within a quarter, the Vendor shall indicate "No sales this quarter" on the top row of the sales worksheet. If the Vendor has no deliveries in a given quarter, the Vendor shall indicate "No deliveries this quarter" on the top row of the delivery worksheet.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported, but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Vendors of the method by which future quarterly reports are to be submitted.

3.23 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the contract. The administrative fees are the contractual responsibility of each awarded Vendor.

After receipt of payment from contract purchases, the Vendor shall remit all administrative fees to the FSA CPP no later than fifteen (15) calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.24 LIQUIDATED DAMAGES

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within fifteen (15) calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of $25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in Vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond forty-five (45) calendar days can result in FSACPP, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by item specifications, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

Schedule of Liquidated Damages

Failure to submit quarterly report on time	$25 per calendar day
Failure to submit administrative fee on time	$25 per calendar day
Failure to report a Purchase Order to FSA within 15 calendar days of the purchase order issue date	$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

Appendix A: Bid Calendar

FSA25-VEF19.0 Bid Calendar Event	Date
Invitation to Bid Announcement	9/3/2024
Voluntary Interested Bidder Workshop	11/7/2024
New Items & Specifications Submissions Due	11/15/2024
Mandatory Pre-Bid & VendorLink Bidder Training	12/18/2024
Requests for Clarifications Due to FSA CPP	1/3/2025
FSA CPP Response to Requests for Clarifications	1/14/2025
Bid System Opens	1/20/2025
Cone of Silence	1/20/2025 - 3/18/2025
Bid Submissions Due	3/2/2025 at 11:59:59pm
Bid Tabulations Posted	3/4/2025
Public Bid Opening	3/4/2025
Bid Evaluations	3/10/2025 - 3/14/2025
Intent To Award	3/18/2025
Final Award	4/1/2025

Appendix B: ACH Payments

Protecting, Leading & Uniting....since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

TO: All Customers of the Florida Sheriffs Association

SUBJECT: Florida Sheriffs Association is going paperless!

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company is able to pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account
Capital City Bank
Routing Number: 063100688
Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of $25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org. or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

Appendix C: Federal Clauses

APPLICABILITY OF THIRD-PARTY CONTRACT PROVISIONS*

(excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding $2,000)
In addition to other provisions negotiated with purchasers placing federally funded purchase orders, Vendors must comply with the following provisions upon award of a federally funded purchase order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>$2,000	
Copeland "Anti-Kickback" Act			>$2,000	
Contract Work Hours and Safety Standards Act	>$100,000	>$100,000	>$100,000	>$100,000
Rights to Inventions Made Under a Contract or Agreement	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work
Clean Air Act	>$150,000	>$150,000	>$150,000	>$150,000
Federal Water Pollution Control Act	>$150,000	>$150,000	>$150,000	>$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>$100,000	>$100,000	>$100,000	>$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

*References to the code of regulations (CFR) or United States Code (USC) were accurate at the time of publication. It is the responsibility of the bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The clause set forth in 41 CFR 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance

with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Vendors performing construction must comply with all applicable provisions of the Davis-Bacon Act and include this clause in all lower-tier subcontracts for construction.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 CFR part 5).
(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.
(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).
(d) Subcontracts. Vendor shall insert in any subcontracts over $100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor shall comply with these requirements when performing a

purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over $150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of $25,000 and Vendor shall not award lower-tier subcontracts in excess of $25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of $100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

PROCUREMENT OF RECOVERED MATERIALS: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

DOMESTIC PREFERENCES FOR PROCUREMENTS:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Bid Award

Contract: FSA25-VEF19.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rescue Apparatus - Medium

Item: 173, E-ONE, Freightliner M2, N/A

Zone	Rank	Vendor	Price	Lead Time	Build File
Nationwide	Primary	Matheny Fire & Emergency	$319,928.00	1050 after receipt of order	Build

Fire Apparatus Quotation for:
OCALA FIRE RESCUE

Quotation Number: 150761 Rev: 20

Unit Description: RELN-COMM

Quote Description: Light Rescue Non Walk-In Alum, Commercial Chassis Salesperson: JRICE2

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0017	Unit is part of a multiple order. Production order numbers are:	1	
1001-0100	Prior trucks for this customer include the following shop order(s):	1	
1001-0103	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1900, 2024 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3340-1137-12C	Equipment allowance on the apparatus shall be 2500 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
CHASSIS PREP			
1020-0023	Commercial Chassis Preperation for the Ford Super Duty Series.	1	
1020-0024	Ember Seperator - Ford.	1	
1020-0075	Commercial chassis administrative, processing and handling for Ford Series or similar chassis.	1	
TIRE OPTIONS			
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
AIR SYSTEM OPTIONS			
1110-0046	Kussmaul 12V Auto Drain. For use with Kussmaul air compressor.	1	
ENGINES & TRANSMISSIONS			
1200-0025	Speed maximum 75 MPH. Note: Speed rating may be lower based off OEM tire ratings provided on chassis. (Requires signed NFPA exception letter on trucks above 26,000 GVRW.)	1	

Salescode	Extended Description	Qty	
ENGINES & TRANSMISSIONS			
1200-0438	FORD F550 7.3L V8 Gasoline Engine	1	
EXHAUST OPTIONS			
1225-0024	Plymovent Grabber magnetic exhaust end. Bolt-on for exhaust extraction system.	1	
CHASSIS OPTIONS			
1680-0075	Receiver, (3) way rear underbody assembly. Includes rearward 9000 lb. winch receiver / Class III trailer hitch receiver and (2) side facing 9000 lb. winch receivers - (1) each below rearward body compartments, rearward tow eyes and electrical winch connections for each receiver. NOTE: When facing receiver(s) locate electrical connection to the left side.	1	
1680-0215	Diamond plate running boards with Gator Grip for 2 door extended cab Super Duty Ford chassis.	1	
CAB			
1500-0051	Ford Commercial Super Duty Cab (aluminum) and Chassis 2 door EXT F550 4X2. Rear doors limited to 90 degree opening with OEM lock-out kit.	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			
1550-0227	Reflective striping shall be installed on commercial cab doors, visible when the door is open, meeting NFPA requirement of 96 sq. in. coverage for each door. Colors to match rear chevron.	1	
MISC EXTERIOR CAB OPTIONS			
1675-0120	Unleaded fuel only label.	1	
SEATS			
1685-0032	Seating capacity tag of five occupants.	1	
MISC INTERIOR CAB OPTIONS			
1685-0009	Chain for ignition key	1	
1685-0372	Map pocket rear cab console aluminum plate to match console finish.	1	
1685-0965	Center control console painted black Scorpion. Locate in cab between driver and officer. Includes area for NFPA siren, electrical, and in-cab controls (as applicable) switching.	1	

Salescode	Extended Description	Qty	
CAB ELECTRICAL OPTIONS			
1750-0024-495-04	Auto-Eject receptacle inlet 20 amp located driver side body wheel well offset forward with a Yellow cover.	1	
1750-0161	Air compressor, Kussmaul model 091-9B-1, 120V.	1	
1750-1003	Battery charger Kussmaul Chief Series. 120/240 volt inlet, 40 amp output. Includes built-in touch screen display.	1	
1750-1007-495-04	A Yellow Super Auto Eject Deluxe Cover with OLED display, for the auto eject located driver side body wheel well offset forward. 20A receptacles only. Kussmaul Chief chargers only without external display(1750-1003).	1	
BODY SPEC			
3090-0052	Extruded aluminum rescue body spec EA	1	
RESCUE BODY LOWER			
3092-0010-003	Extend diamond plate floors out to door opening. Location is L1. Extruded aluminum.	1	
3092-0010-015	Extend diamond plate floors out to door opening. Location is R1. Extruded aluminum.	1	
3092-0119	10' Non Walkin Rescue Rear Module 24/48/36 EA. Light rescue only. Includes spring hanger notches if needed.	1	
RESCUE BODY UPPER			
3094-0094	Body Height, Upper 13". Extruded Aluminum. Side facing upper body panel will be 10" above the body compartments for light mounting.	1	
3094-0096	Diamond plate flat roof. Light rescue body only.	1	
RESCUE BODY REAR			
3096-0004	10" Tailboard Bolt-On With Bracing Rescue	1	
3096-0019	Rescue Rear Body with single compartment above the frame rails 48" wide. The compartment will run to under the roof line extrusion. Light rescues only.	1	
BODY COMPT REAR			
3110-0028	Rear body panels to be painted smooth plate.	1	
RESCUE BODY OPTIONS			
3360-0020	Front body panels to be diamond plate.	1	
DOORS			
3300-0007-003	Door single vertical hinged painted. Location(s): L1	1	
3300-0007-015	Door single vertical hinged painted. Location(s): R1	1	

Salescode	Extended Description	Qty	
DOORS			
3300-0011-004	Door single horizontal hinged lift-up box pan configuration painted. Location(s): L2	1	
3300-0011-016	Door single horizontal hinged lift-up box pan configuration painted. Location(s): R2	1	
3300-0292-005	Door double 3-point vertical hinged w/rotary latches - painted. Location(s): L3. Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0292-017	Door double 3-point vertical hinged w/rotary latches - painted. Location(s): R3. Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0292-027	Door double 3-point vertical hinged w/rotary latches - painted. Location(s): B1. Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0346-30M	Tri-Mark door latch IPO standard. Non-Locking, Powder coated black. Location(s): Inside or on body per customer approval drawing.	7	
SHELVES			
3370-0043	Unistrut. All exterior compartments on rescue body will have Unistrut in each compartment unless inapplicable.	1	
3370-0045	Shelf, adjustable. Locate: B1 above frame rails.	1	
TRAYS / TOOLBOARDS			
3380-0654-004	Floor mounted steel SlideMaster roll-out/tilt down model SMT powder coated silver with aluminum tray. For use on single depth or rescue style compartment trays. NOTE: With lift-up door, tray latch to be offset as required to clear striker. L2 floor.	1	
3380-0654-016	Floor mounted steel SlideMaster roll-out/tilt down model SMT powder coated silver with aluminum tray. For use on single depth or rescue style compartment trays. NOTE: With lift-up door, tray latch to be offset as required to clear striker. R2 floor.	1	
3380-0656-027	Floor mounted steel SlideMaster model SM3-SP powder coated silver with aluminum tray. Location: B1.	1	
3380-0658-650	Floor mounted Bi-Directional SlideMaster with tray. Model SM2-D-SP Steel powder coated silver. Mounted on floor of L1/R1 transverse.	1	
MISC BODY OPTIONS			
1675-0158-078	Backboard storage sleave for (1) board. Includes retaining strap for board. Loc: L2 upper.	1	
3340-0077	Body compartment Interiors to have multi-tone gray finish. To include pan of	1	

Salescode	Extended Description	Qty	
MISC BODY OPTIONS			
	hinged doors and tool compartments (as applicable). Does not include floors if they are diamond plate. Does not include roof top compartments if equipped.		
3340-0088	Smooth plate single axle wheel well painted job color. Includes bolt-on composite wheel well liners.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0147	Louver Guards. All lower body compartment louvers to have protective guard provided on exterior of compartments to prevent road spray from entering compartments.	1	
3340-0152-000-02	Dri-Dek brand Red floor matting covering all applicable compartment floors, shelves, and rollout trays. Does not include roof top compartments (Added separately)	1	
3340-0174-078	Stokes basket storage compartment. Locate in L2 upper with a strap(s) to hold basket in rack.	1	
3340-0671	Recessed fuel fill driver side wheel well supplied by Ford.	1	
3340-1648	Anodized aluminum trim on bottom edge of all body compartment openings including pump enclosure if applicable with painted edges.	1	
3340-1719	Rubrails constructed of 3" x 2" Black U.H.M.W. polyethylene bolted to the lower exterior edge of the apparatus. Includes pump module sides, body sides and rear body/tailboard as applicable. Rubrails shall be mitered 45 degrees at leading and trailing end and notched for lighting and other rubrail mounted options. Includes strip of embossed diamond plate on top surface of rubrail in stepping areas (finish to match stepping surface).	1	
ELECTRICAL SYSTEMS			
5010-0094	Nanoprotech (or equivalent) corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
5010-0153	ControlMaxx Electrical system for pumper / tanker / rescue / ARFF.	1	
5010-0158-B13	10" display for multiplex electrical system. Location: center console.	1	
LIGHT BARS			
5300-0504	Whelen MKEZ7 1.5" standard mount for front light bar (PR).	1	
5300-0506-000-4V	Front light bar LED color: Red/White with clear lenses (If applicable, includes side facing when colors are the same.)	1	
5300-0522	Light bar Whelen Freedom IV Model F4X0 60" with 8 LED modules. Location: Centered on the front cab roof.	1	
WARNING LIGHTS			
5600-0105-B13	Hazard (door ajar) light 2" LED. Location: center console.	1	

Salescode	Extended Description	Qty	
WARNING LIGHTS			
5600-0346	All warning lights to have black bezels ipo chrome where applicable.	1	
5600-0789-3RG-4T	Warning/ground and/or scene light Whelen M6V2 series Linear Super LED (PR). Location: (1) each side NFPA/ULC required lower zone midship side facing, color will be RED with CLEAR lenses.	1	
5600-0789-467-4T	Warning/ground and/or scene light Whelen M6V2 series Linear Super LED (PR). Location: (1) each side above tail lights, color will be RED with CLEAR lenses.	1	
5600-0958-3RE-4T	Warning light Whelen 600 series Super LED (PR). Color: RED with CLEAR lenses. Location: (1) each side NFPA/ULC required lower zone front facing.	1	
5600-0958-3RI-4T	Warning light Whelen 600 series Super LED (PR). Color: RED with CLEAR lenses. Location: (1) each side NFPA/ULC required lower zone rear facing.	1	
5600-0958-457-4T	Warning light Whelen 600 series Super LED (PR). Color: RED with CLEAR lenses. Location: (1) each side of body rear facing up high.	1	
5600-0959-457-4U	Warning light Whelen 900 series Super LED (PR). Color: RED with RED lenses. Location: (1) each side of body rear facing up high.	1	
5600-0959-G98-4T	Warning light Whelen 900 series Super LED (PR). Color: RED with CLEAR lenses. Location: (1) each side of body side facing upper forward.	1	
5600-0959-G99-4U	Warning light Whelen 900 series Super LED (PR). Color: RED with RED lenses. Location: (1) each side of body side facing upper rearward.	1	
5600-1037-3RF-4T	Warning light Whelen T-Series model TSS0 Super LED (PR). Color: RED with CLEAR lenses. Location: (1) each side NFPA/ULC required lower zone forward side facing. (Split light head(s) not available) Note: T-Series light only available with clear lenses.	1	
5600-1037-3RH-4T	Warning light Whelen T-Series model TSS0 Super LED (PR). Color: RED with CLEAR lenses. Location: (1) each side NFPA/ULC required lower zone rear side facing. (Split light head(s) not available) Note: T-Series light only available with clear lenses.	1	
5600-1037-469-4T	Warning light Whelen T-Series model TSS0 Super LED (PR). Color: RED with CLEAR lenses. Location: (1) each side centered below forward compartments in rubrail if equipped. (Split light head(s) not available) Note: T-Series light only available with clear lenses.	1	
5600-1037-471-4T	Warning light Whelen T-Series model TSS0 Super LED (PR). Color: RED with CLEAR lenses. Location: (1) each side just behind rear wheels in rubrail if equipped. (Split light head(s) not available) Note: T-Series light only available with clear lenses.	1	
5600-1037-5YI-4T	Warning light Whelen T-Series model TSS0 Super LED (PR). Color: RED with CLEAR lenses. Location: on cab/bumper as specified. (Split light head(s) not available) Note: T-Series light only available with clear lenses.	2	

Salescode	Extended Description	Qty	
DIRECTIONAL LIGHT BARS			
5310-0012	Diamond plate shield over rear directional light.	1	
5310-0017	Whelen Traffic Advisor model TAL65 LED - 36" long.	1	
5310-0020-B13	Directional light bar control is to be located center console.	1	
5310-0025	Directional light circuit wiring through upper level warning.	1	
SIRENS			
5500-0015	Whelen model 295SLSA1 siren with microphone (replaced 295HFSA1).	1	
5500-0024-B13	The primary electronic siren control is to be located center console.	1	
SPEAKERS			
5510-0034-209	Whelen SA315P electronic siren speaker mounted behind front bumper cut-out. Location: driver side front bumper.	1	
DOT LIGHTING			
5150-0125	Marker light .75" Dia LED body package. Commercial light rescue or initial attack vehicle bodies.	1	
5150-0154	License plate light EON LED located at the rear of the body.	1	
5150-0271	Bracket license plate at rear of body. Smooth plate sanded bracket.	1	
5150-0289	Whelen 600 series LED vertical mount tail lights. Includes LED stop/tail, turn and back-up lights with vertical chrome ABS 3 housing and weatherproof connectors. Requires turn signal flash pattern.	1	
5150-0297	All exterior mounted D.O.T. lighting to have bezels/brackets/covers black (painted as applicable) IPO chrome/stainless steel where applicable.	1	
5150-0299-5WD	Front (if applicable) and rear turn signal flash pattern: sequential arrow.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0200	Ground light package EON LED - small.	1	
5380-0203	Step light package body EON LED - small.	1	
5380-0560	Compartment light package ROM DuroStrip V5 LED for small bodies. Includes two lights per compartment (four if transverse).	1	
LIGHTS - DECK AND SCENE			
5390-0328	All scene lights lights to have black bezels ipo chrome where applicable.	1	
5390-0471-L01	Whelen 900 EZ series model 904SLC Gradient Opti-Scene light (PR) with weatherproof connectors. Switch in cab (driver and officer side lights switched separately). Locate officer side forward and rearward areas of upper panels on the body.	1	

Salescode	Extended Description	Qty	
LIGHTS - DECK AND SCENE			
5390-0471-L02	Whelen 900 EZ series model 904SLC Gradient Opti-Scene light (PR) with weatherproof connectors. Switch in cab (driver and officer side lights switched separately). Locate driver side forward and rearward areas of upper panels on the body.	1	
CAMERAS / INTERCOM			
5350-0060	Diamond plate camera shield.	1	
5350-0192	Safety Vision back-up camera wired through multiplex display. Video displays automatically when transmission is in reverse. Camera only - does not include monitor.	1	
5350-0561	Setcom LiberatorMAX wireless intercom with (4) headset chargers shall be installed within the cab. Headsets are not included and ordered separately (misc loose equip).	1	
MISC ELECTRICAL			
5110-0005	Pre-wire for trailer hitch. Includes stop, left turn, right turn, marker and ground wires. Does not include connector.	1	
5110-0017	Back-up alarm 97 dB.	1	
5110-0111	All 12 Volt electrical components and Multiplex box will be located in recessed box at rear between frame rails.	1	
5110-0219-663	Blue Sea 12V power distribution module model 5032. Location: L1 high on forward wall.	1	
5110-0219-762	Blue Sea 12V power distribution module model 5032. Location: behind officer's seat.	1	
5110-0219-B13	Blue Sea 12V power distribution module model 5032. Location: center console.	1	
LIGHTS - AREA			
5450-0632-060	Light Whelen 12V Pioneer Plus flood LED model PFH1B powder coated black with external bottom raise pole. Includes switch accessible to driver. Location(s): officer side front compartment face.	1	
5450-0632-062	Light Whelen 12V Pioneer Plus flood LED model PFH1B powder coated black with external bottom raise pole. Includes switch accessible to driver. Location(s): driver side front compartment face.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			

Salescode	Extended Description	Qty	
EXTERIOR PAINT			
8100-0181-000-7W	Paint body two-tone color - Sikkens paint: Color: As Specified.	1	
8100-0441	Repaint upper portion of Ford F550 or similar size commercial cab (roof, pillars, upper door frame only) as specified. Hood and lower cab not included.	1	
8100-0724	Paint steel wheels on Ford F550 or similar size chassis as specified . OEM steel wheels to be painted both inboard and outboard sides.	1	
8100-0775	Commercial cab to be painted by OEM as specified.	1	
8100-0838	PPG brand paint will be used on the E-ONE supplied components.	1	
8100-0839	Paint Body - Small - For Pumpers, Rear Mounts, S/A Tankers and Rescues (non-metallic). Color:	1	PPG 1002704 RED (FRD11:PQ Standard)
PROTECTIVE COATINGS			
8100-0495	LINE-X: One or more components installed on this unit shall have LINE-X coating. Color shall be Black unless otherwise specified.	1	
8175-0134	Poly-Elastomer (Line-X) coating shall be applied on the exterior of the body as specified by the customer. From four (4) to eight (8) square feet of surface painted. (EA)	15	
LETTERING			
8200-0115	Scotchlite Letter (Each) taller than 12". The exact size, color and location of the letters as specified by the customer.	2	
8200-0116	Shade and/or outline (EA) for letters as specified by the customer.	32	
8200-0118	Sign Gold Letter (Each) upto 12" tall. The exact size, color and location of the letters as specified by the customer.	30	
STRIPING			
8300-0145-000-J7	Chevron "A" style 6" 3M "Diamond Grade" striping on front bumper. Colors to be Red/Fluorescent Yellow Green.	1	
8300-0146-000-J7	Chevron "A" style 6" 3M "Diamond Grade" striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Red/Fluorescent Yellow Green.	1	
8300-0331	Single NFPA Scotchlite Stripe - up to 6" wide with hockey style, Z or S style or other customer specific design style. Stripe to be installed on cab and the body. Size, color and location as specified by the customer.	1	
8300-0334	Additional NFPA Scotchlite Stripe - up to 3" wide on cab and the body. Design, size, color and location as specified by the customer.	1	
8300-0340	Paint break Sign Gold cab stripe with outline - 3/4" wide total, gold with customer specified outline color. To be located above existing paint break.	1	
8300-0369	Single Sign Gold Stripe - upto 1" wide and non straight on cab and the body.	2	

Salescode	Extended Description	Qty	
STRIPING			
	Size, color and location as specified by the customer.		
GRAPHICS			
8400-0010-1V4	Install customer logo from an existing E-ONE design (EA). Location: reference graphics layout drawing	2	
8400-0060	Graphics drawing showing striping, lettering and logos. Requires E-ONE installed graphics.	1	
WARRANTY / STANDARD & EXTENDED			
9100-0117	General One (1) year or 24,000 Miles Limited Warranty (RFW0001)	1	
9100-0132	Electrical One (1) Year or 18,000 Miles Limited Warranty (RFW0201).	1	
9100-0136	Body Structure Aluminum Ten (10) years or 100,000 Miles Limited Warranty (RFW0502).	1	
9100-0140	Paint and Finish (Exterior Clear coated) Ten (10) Years Limited Warranty (RFW0710).	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0016	Approval Drawings-Standard.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
Dealer Supplied Equipment			

OCALA FIRE RESCUE

OCALA, FL.

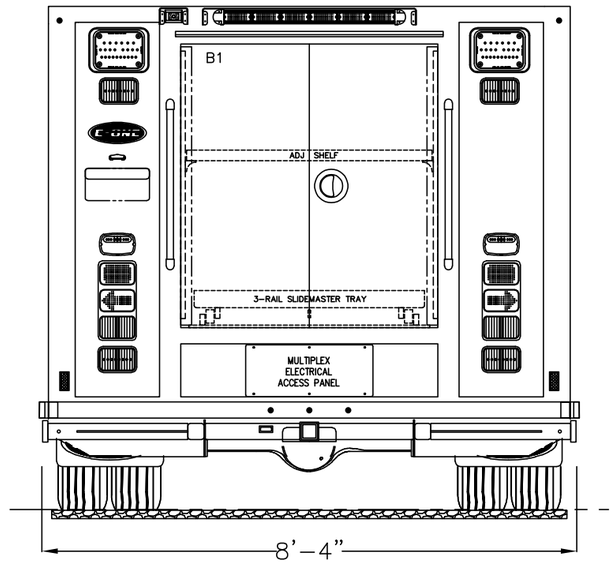
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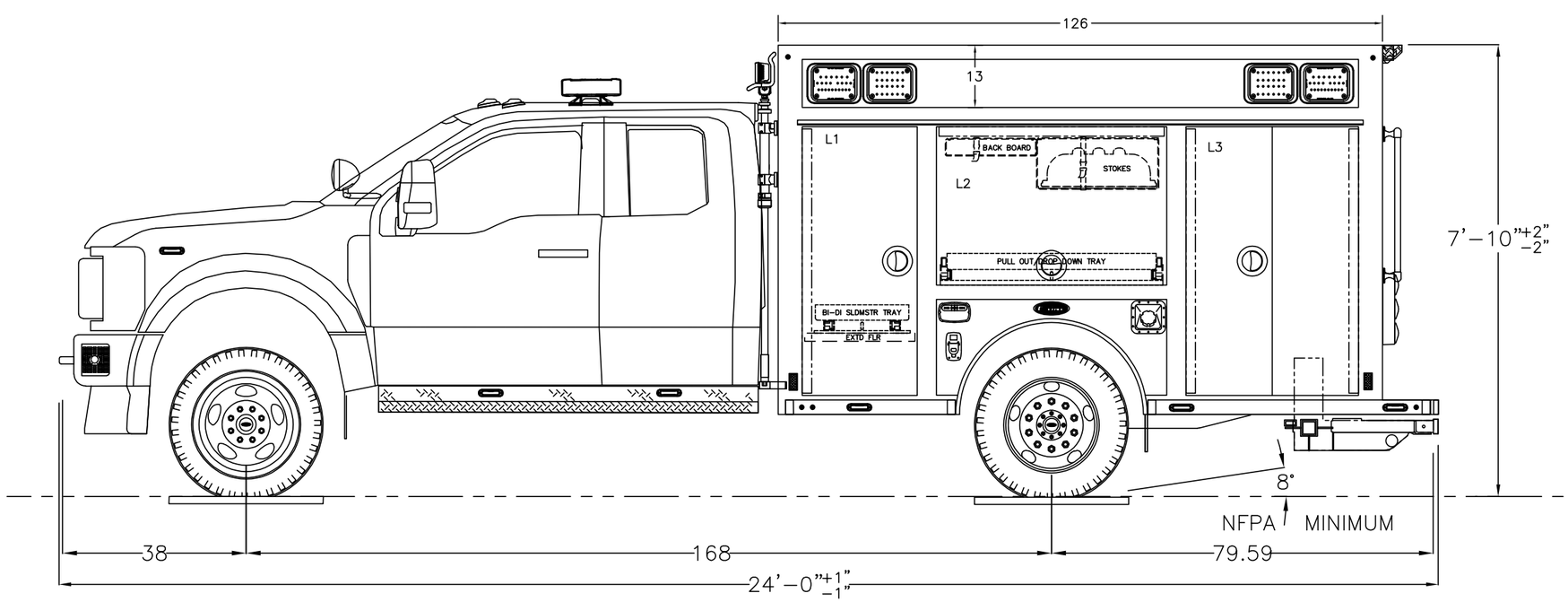
12' LIGHT RESCUE (48/48/36)
F550 SUPER CAB 4X4 CHASSIS

THIS DRAWING IS FOR REFERENCE PURPOSES. ALL DIMENSIONS ARE SUBJECT TO MINOR VARIATIONS DUE TO MANUFACTURING PROCESSES.

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COMPT.	OPENING		INTERIOR DIMENSION			
L1/R1	22W	56H	24W 24W	43H 13H	94D 22D	UPPER LOWER
L2/R2	48W	33H	48W	33H	94D	
L3/R3	32W	56H	36W	56H	22D	
B1	44W	53H	48W	55H	40D	





JRN	C	CPR	JUL 09 2026	JRN
DRAWN BY	REV	DESCRIPTION	DATE	APPROVED
APPROVAL REVISIONS				SHEET 1 OF 2

OCALA FIRE RESCUE

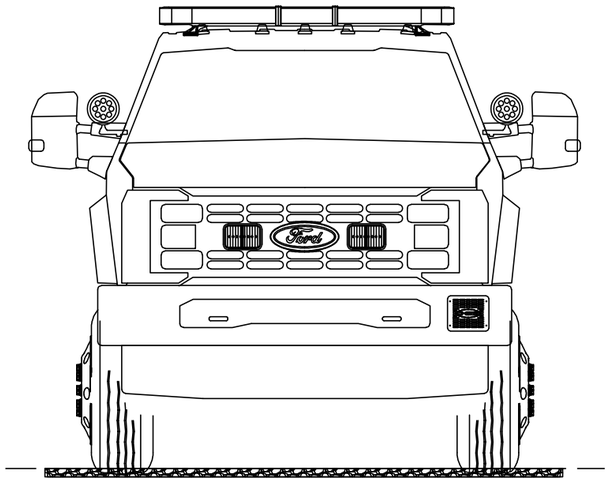
OCALA, FL.

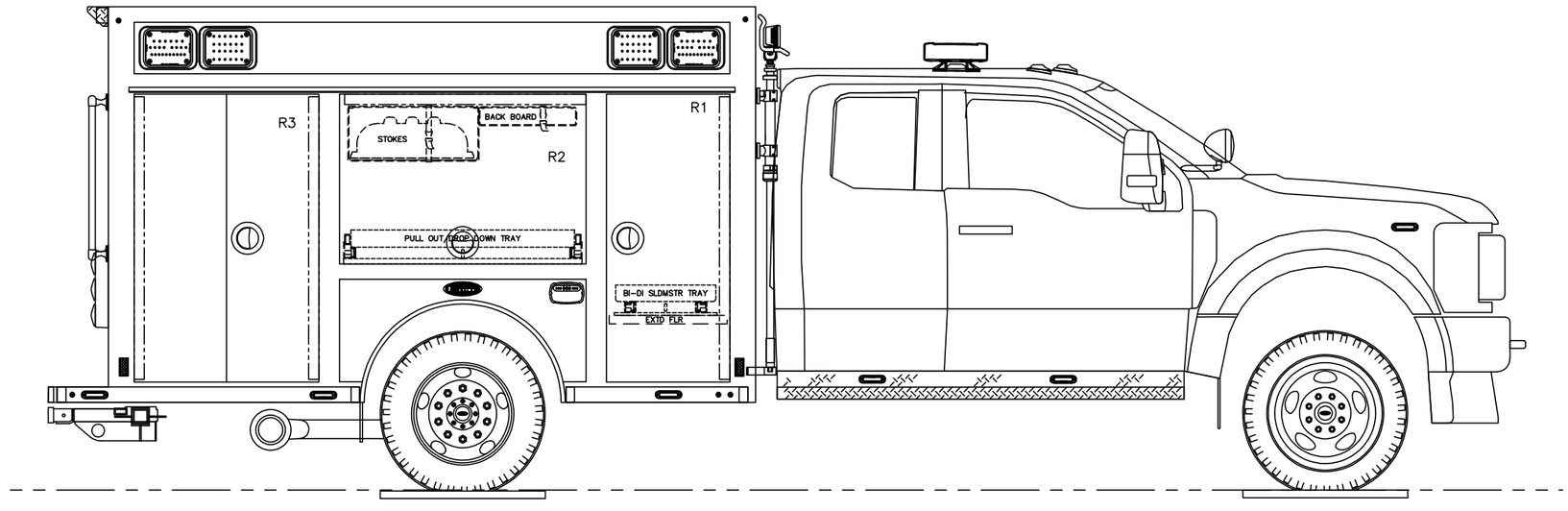
QUOTE: 150761

12' LIGHT RESCUE (48/48/36)
F550 SUPER CAB 4X4 CHASSIS

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JRN	C	CPR	JUL 09 2026	JRN
DRAWN BY	REV	DESCRIPTION	DATE	APPROVED
APPROVAL REVISIONS				SHEET 2 OF 2

File #: 2026-1832 Agenda Item #: 10i.

Submitted By: Matthew Grow

Presentation By: Matthew Grow

Department: Aviation

FORMAL TITLE:
Task Work Order 26-05 with Infrastructure Consulting and Engineering, PLLC to design services for the relocation of Florida Department of Transportation Pond #3 at Ocala International Airport in the amount of $157,712

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place, Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:

The City recently completed Phase I of the State Road 40 frontage road that will improve access to both aviation and non-aviation development at Ocala International Airport. The project was funded with an 80 percent grant from the Florida Department of Transportation (FDOT) and was completed on schedule and under budget.

Phase II will extend the roadway east to SW 60th Avenue. Before that work can proceed, FDOT Stormwater Pond No. 3 must be relocated. Airport staff requested and received authorization from FDOT District Five to use the remaining grant funds from the completed frontage road project to design and ultimately construct the pond relocation.

This task work order authorizes Infrastructure Consulting & Engineering, PLLC to complete the engineering design and permitting services necessary for the relocation.

FINDINGS AND CONCLUSIONS:
On February 17, 2022, the City issued Request for Proposals (RFP) No. AIR/220118 for the provision of continuing general aviation engineering services. Infrastructure Consulting & Engineering, PLLC, and McFarland Johnson, Inc. were the highest-ranked of the eight firms that responded and were awarded three-year contracts, with the first of three one-year renewals granted in July 2025, and the second in July 2026.

Infrastructure Consulting & Engineering, PLLC has extensive experience providing airport engineering and

planning services throughout Florida and is one of the City's continuing aviation engineering consultants.
This Task Work Order (TWO) includes:
Task 1: Preliminary Pond Design
Task 2: Final Design and Permitting

- The scope and fee provided by Infrastructure Consulting & Engineering, PLLC, have been reviewed and approved by the City Engineer.
- The TWO for design-phased services is funded through a Florida Department of Transportation grant and a match by the Airport.
- The Airport Advisory Board supports this project.
- FDOT approved the scope change for PTGA 449858-1-94-01 associated with the North T-Hangar Access Road project.
- The roadway project has been completed, and the construction contract has been closed out.
- Approximately $530,314 remains available within FDOT Grant FM 449858-1-94-01 following completion of the roadway project.
- Staff has had preliminary discussions with FDOT Right of Way and FDOT Drainage Departments, and they welcome the project.

FISCAL IMPACT:

FDOT: 341-050-743-542-54-31010	$126,168.90
Match: 451-027-743-542-54-31010	$ 31,542.23
Total:	$157,711.13

PROCUREMENT REVIEW:
These services were procured in compliance with the City’s Procurement Policy.

LEGAL REVIEW:
The underlying agreement was reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

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CONTRACT# 220118

CITY OF OCALA
CONTINUING PROFESSIONAL SERVICES
CONTRACT WORK ORDER

TASK WORK ORDER NO: 26-05

EFFECTIVE DATE: 07/21/2026

DS PL
Contracting Officer Approval/Initials

Project Title: Design Relocation of FDOT Pond #3 (SR40)

To: ***Infrastructure Consulting and***
5550 W. Idlewild Avenue
Suite 115
Tampa FL 33634
813-330-2701
Attn: ***Mr. Doug Hambrecht, P.E.*** 850.510.5525 doug.hambrecht@ice-eng.com

FUNDING SOURCE:	FDOT: 341-050-743-542-54-31010	
	Match: 451-027-743-542-54-31010	
EXPENDITURE ACCOUNT NUMBER:	FDOT: 341-050-743-542-54-31010	Match: 451-027-743-542-54-31010

In accordance with your executed City Council Agreement, you are hereby authorized to commence the work outlined in the attached scope of work. The approved work order amount as a maximum limiting amount shall not to exceed **$ 157,711.13**.

Requested By: _____ **Date:** 6/30/2026
Department Director

Approved By: _____ **Date:** _____
Council President/City Manager

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Exhibit 'A'

OCALA INTERNATIONAL AIRPORT

Relocation of FDOT Pond 3

DESIGN PHASE SERVICES

Contract # AIR/220118

Infrastructure Consulting and Engineering
5550 W. Idlewild Avenue
Suite 115
Tampa Florida 33634
P 813.330-2701

Docusign Envelope ID: 02AA0883-2AB2-8FE2-805C-6069E57D1D7E

Exhibit "A" – SCOPE OF SERVICES
OCALA INTERNATIONAL AIRPORT
Relocation of FDOT Pond 3

SCOPE OF SERVICES
DESIGN PHASE SERVICES

INTRODUCTION

INFRASTRUCTURE CONSULTING & ENGINEERING PLCC (ICE) shall provide required professional services to design the **Relocation of FDOT Pond 3** project at the OCALA INTERNATIONAL AIRPORT and the CITY OF OCALA, FL. This work will be designed in accordance with the requirements of the Federal Aviation Administration (FAA), the Florida Department of Transportation (FDOT) and the Southwest Florida Water Management District (SWFWMD).

As part of the construction of SR 40, the FDOT constructed a stormwater pond (pond 3) on airport property that is located within a future access road construction area and is not conducive to future airport development plans. The goal of these services is to design and permit the relocation of this pond to be closer to SR 40. Also, provide legal description of easement for filing with the clerk of court and other legal agencies.

The work associated with this Scope includes the various tasks identified in herein which are necessary to provide Design Phase Services for the construction of this project.

Professional services to be provided by the consultant shall include the civil engineering services required to accomplish the following items:

TASK 1 – PRELIMINARY POND DESIGN

In the preliminary phase, the engineers with ICE will perform drainage calculations and provide a preliminary pond layout for review and approval prior to the Final Design and Permitting Phase. The following outline describes in greater detail the tasks and deliverables.

1) Obtain existing permit information for the FDOT Pond 3 from SWFWMD. This information will be reviewed to determine an approach to the pond design.
2) A topographic survey of the area (600 feet by 600 feet in size) will be conducted (by a subconsultant) where the proposed pond relocation is anticipated to be located.
3) Obtain preliminary geotechnical investigation (by a subconsultant) to consist of two (2) twenty-foot deep borings to determine the soil characteristics (permeability and porosity and depth to confining layer) at the pond site and anticipated groundwater conditions (including seasonal high groundwater levels). This information is needed to perform preliminary drainage calculations and pond sizing. Additional borings would be performed for the final design after approximate sizing has been determined. A report will be prepared documenting the results of the investigation.
4) A coordination meeting will be held with FDOT district 5 drainage engineer and another with

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SWFWMD to determine the permitting and design requirements to be met with the relocated pond design.

5) Preliminary drainage calculations will be prepared including pond routing (using ICPR/Stormwise) to determine a preliminary pond size to meet SWFWMD, FDOT and City of Ocala stormwater criteria.

6) A coordination meeting with FDOT properties or the party responsible to discuss procedure for abandoning existing easement and generating new.

7) Deliverables: a technical memorandum of the preliminary pond sizing calculations will be prepared and a plan view graphic of the proposed relocated pond. This memorandum will be submitted to the client (and FDOT) for review and approval prior to proceeding with the final design and permitting phase. We will review and respond to any client comments.

TASK 2 – FINAL DESIGN & PERMITTING

Following approval of the preliminary design phase, the engineers with ICE will provide final design of the relocated pond, well-defined construction requirements to assure competitive construction bids, and obtain necessary permits from FDOT and SWFWMD. The following outline describes in greater detail the tasks and deliverables.

1) Four (4) additional twenty-foot (20) deep geotechnical borings will be obtained within the limits of the preliminary pond design. A report will be prepared documenting the results of the investigation for a final report.

2) Based upon the results of the final geotechnical report and the review from the preliminary phase, a final pond design layout and refinement of the drainage calculations will be performed. Any changes in the pond design layout will be provided to the client for review and approval before preparing construction documents.

3) Prepare construction plans (11”x17” size) for the proposed relocated pond design to include:
   a. Cover Sheet
   b. Drainage Map
   c. Topographic Survey/Existing Conditions
   d. General Notes sheet
   e. Demolition/Clearing & Grubbing Plan
   f. Summary of Quantities (with pay items and quantities)
   g. Pond Typical Sections
   h. Pond Plan Sheet
   i. Drainage Details (outfall structure if required)
   j. Construction Details
   k. Cross-Sections (at 100 feet intervals plus grade breaks) and earthwork
   l. Erosion Control/SWPPP

4) Permitting:
   a. Surface Water Environmental Resource Permit (SWERP) Modification – It is anticipated that a permit modification will be required to relocate the existing FDOT pond. ICE will prepare the application for this permit modification, submit the application (with client’s signature of the permit application) and coordinate/respond to SWFWMD for

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questions asked (RFAI).

b. FDOT Permit – ICE will prepare a permit application as required by FDOT and provide appropriate permit forms and documentation and respond to comments/questions from FDOT.

5) Legal Description & Sketch – following completion of the permitting for this project, a legal description and sketch of the proposed relocated pond will be prepared (by survey subconsultant) for the client's use in conveying

6) Provide guidance and a construction cost based on estimated quantities.

7) Provide final design drawings, specifications, and detailed construction cost estimates.

8) Develop specifications using City specifications for construction or FDOT standards, whichever is appropriate.

9) Design all improvements in accordance with FDOT and City standards and guidelines.

10) Complete estimate of probable construction cost.

11) Solicit FDOT review.

12) Obtain a legal description from survey subconsultant for filing with the clerk of court.

13) Provide contract documents, technical specifications, and bid quantities.

14) Assist airport with interpretation of project requirements.

Submittals will be made at:

a. Preliminary
b. Final Documents

SCOPE PROVISIONS

Due to the limited and precise nature of this project, the following services are assumed to not be anticipated as needed for the design phase services scope of work: Bidding Phase Services, Construction Phase Services, Construction Inspection Services. Future phased services shall be packaged under a separate scope and fee.

SCHEDULE

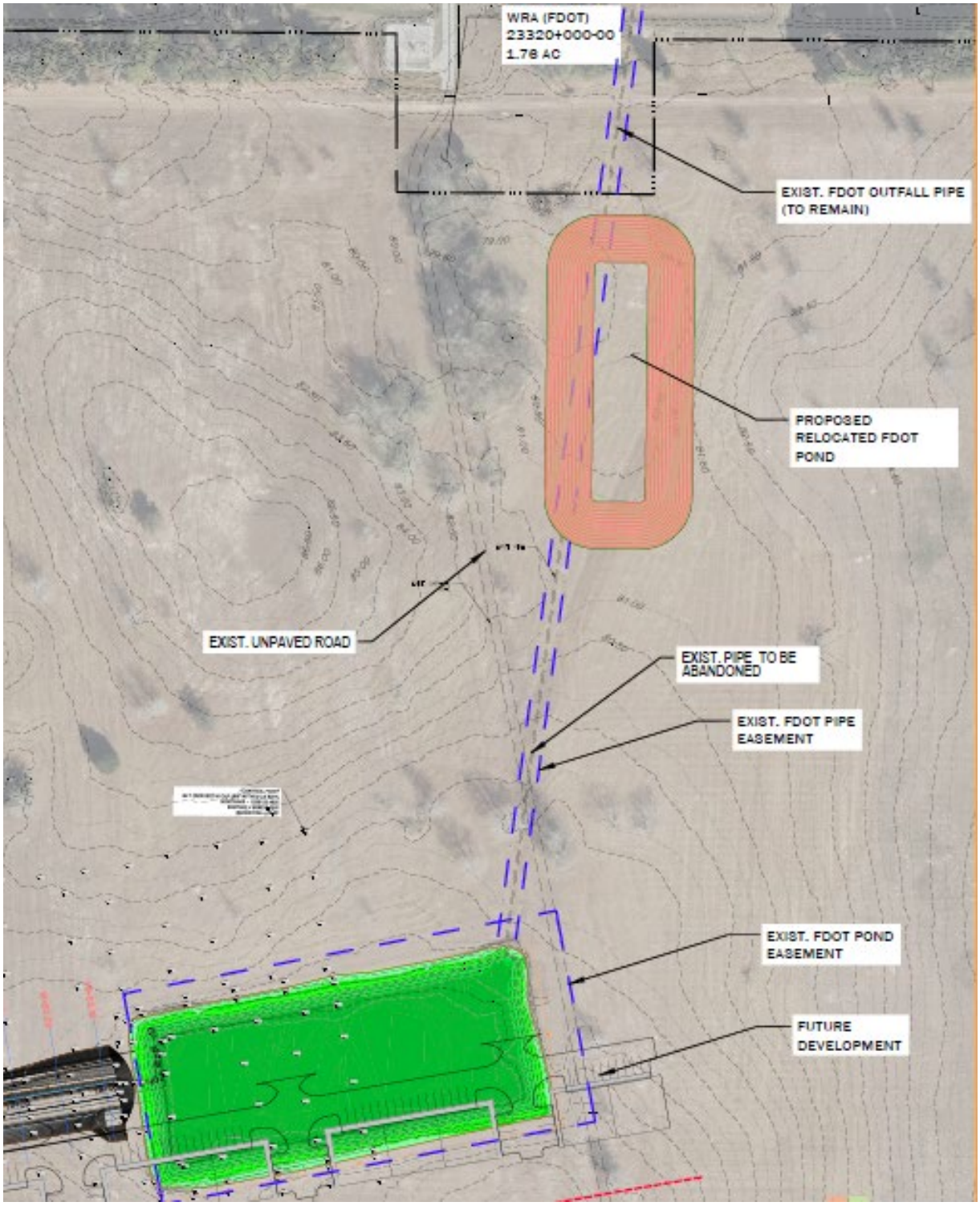
Task 1 – We estimate that the completion of Task 1 activities would be completed within four (4) months of the notice to proceed.

Task 2 – We estimate that the completion of Task 2 activites would be completed within eight (8) months after approval of Task 1.

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CONCEPT EXHIBIT

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END SCOPE OF WORK

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INFRASTRUCTURE
CONSULTING & ENGINEERING

OCALA INTERNATIONAL AIRPORT/ CITY OF OCALA

FDOT Pond Relocation/Redesign

EXHIBIT "B"

Ocala International Airport

FEE SUMMARY

BASIC SERVICES

DESIGN	
TASK 1 - Preliminary Pond Design	$38,628.99
TASK 2 - Final Design & Permitting	$106,562.14
SUBTOTAL BASIC SERVICES :	**$145,191.13**
SUBCONSULTANT	
Survey	$4,590.00
Geotechnical	$7,930.00
TOTAL BASIC SERVICES :	**$157,711.13**

TOTAL PROFESSIONAL FEES (Lump Sum):	**$157,711.13**

EXHIBIT B				FDOT Pond 3 Relocation
OCALA INTERNATIONAL AIRPORT				
				TASK 1 - Preliminary Pond Design

MANHOUR AND FEE ESTIMATE

Item/Task Description	Senior Project Manager	Engineer	Designer	Admin	Total Hours
	$317.30	$211.54	$135.23	$75.55	
Coordination with Subconsultants	4	2	2		8
Retrieve/gather existing permitting information for FDOT Pond 3 from SWFWMD and review.	2	10			12
Review topo survey information	1	4	3		8
Review Geotechnical Investigation	1	4			5
Prepare and meet with FDOT Drainage	6	12	2	1	21
Prepare and meet with SWFWMD	3	8	2	1	14
Preliminary Drainage Calculations	6	40	2		48
Total Hours:	23	80	11	2	116
Deliverables					
Technical Memorandum	8	24	16	6	54
Quality Control					0
Review and Meet w/Client, Incorporate Review Comments	4	4	2	2	12
Total Hours:	12	28	18	8	66
TOTAL HOURS	35	108	29	10	182
ICE LABOR COST TOTAL (Task 1)	$11,105.50	$22,846.32	$3,921.67	$755.50	**$38,628.99**

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EXHIBIT B					FDOT Pond 3 Relocation
OCALA INTERNATIONAL AIRPORT					
					TASK 2 - Final Design & Permitting
MANHOUR AND FEE ESTIMATE					
	Senior Project				Total
Item/Task Description	Manager	Engineer	Designer	Admin	Hours
	$317.30	$211.54	$135.23	$75.55	
Coordination with Geotechnical subconsultant for Final Pond Borings	2	2		1	5
Finalize Drainage Calculations based upon final geotechnical borings	6	24	2		32
Revise Pond Design Layout	3	8	16		27
Incorporate Client Review Comments on pond layout	3	4	3		10
Update Technical Memo - for Final Pond Design	2	16	4	4	26
Prepare Quantity takeoffs for Final Estimate	2	8	12		22
Prepare Engineer's Estimate Of Probable Construction Cost (EOPC)	5	8		2	15
SWFWMD SWERP Modification (Prepare and answer RFAI's)	16	40	16	4	76
FDOT Permitting	16	40	4	4	64
Contract Documents, Technical Specs	10	12			22
Coordination w/FDOT, City	20	4		2	26
Quality Review	16				16
Total Hours:	101	166	57	17	341
Draft Deliverables					
Cover Sheet	1		2		3
Drainage Map	1	4	8		13
Topographic Survey/Existing Conditions	1	2	4		7
General Notes	1	3	6		10
Demolition/Clearing & Grubbing Plan	1	2	6		9
Summary of Quantities	2	4	8		14
Pond Typical Sections	1	2	6		9
Pond Plan	4	8	12		24
Drainage Details	2	4	16		22
Construction Details	1	2	8		11
Cross Sections	1	6	8		15
Erosion Control/SWPPP	1	4	8	4	17
Quality Review	4	8			12
Submit Design Development Documents (2 Copies)		3			3
Total Hours:	21	52	92	4	169
TOTAL HOURS	122	218	149	21	510
TOTAL ICE LABOR COST (Task 2)	$38,710.60	$46,115.72	$20,149.27	$1,586.55	**$106,562.14**

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R.M. BARRINEAU
AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
Reginald M. Barrineau, P.S.M., Founded 1988

Oakhurst Professional Park + 1309 S.E. 25th Loop + Suite 103 + Ocala, Florida 34471
PHONE (352) 622-3133 + **FAX** (352) 369-3771 + rmbarrineau.com

March 16, 2026

Marty Morlan, PE
Infrastructure Consulting & Engineering
5550 W. Idlewild Ave., Suite 115
Tampa, FL 33634

RE: Proposal for Topographic Surveying Services for Relocation of FDOT Pond Adjacent to S.R. 40, Ocala International Airport

Dear Marty:

Thank you for your request. R.M. Barrineau and Associates Inc. will provide the following surveying services for the above-listed project in Ocala, Marion County, Florida. The following Scope of Services is based on your request.

Scope of Services:

1)Topographic Surveying Services: Fee: $ 4590.00

- The services will be completed in accordance with the Standards of Practice for Professional Surveyors and Mappers, as set forth in the Florida Administrative Code and the City of Ocala Land Development Code Standards. The project limits will be 600' X 600' on the northerly boundary of the Airport and the southerly Right of Way of S.R. 40 that is adjacent to the project limits.
- Prepare metes and bounds description, with Sketch for new FDOT Pond.
- Elevation grid will be 50' X 50' and all grade breaks, and elevation changes.
- Horizontal and vertical location of existing above ground improvements and evidence of subsurface utilities, inverts, pipes, rims.
- Horizontal and vertical location of the existing inlet/outfall pipe from S.R. 40 (FDOT structure S-33) to the existing FDOT pond.
- Horizontal and vertical location of the existing driveway on S.R. 40 (which is adjacent to a fenced utility area).
- Location of trees 4" and larger.
- Depict existing easements on Map of Survey.
- Horizontal control will be established by the Florida West State Plane Coordinate System and depicted on Map of Survey.
- Vertical control will be established by and tied to NAVD 88.
- TBM's will be set on site and referenced on Survey.
- Certified PDF print and CAD DWG 2026 FILE.

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Schedule for Surveying Services:
Estimated to be completed 2 to 3 weeks from notice to proceed.

Terms of this proposal are valid for 30 days from date of proposal. If you have any questions regarding the proposal, please do not hesitate to contact our office. If the terms are acceptable, please email authorization to proceed and we will schedule the project. An invoice will be submitted upon completion of the project, with payment due in 30 days. Thank you for the opportunity to submit a proposal for this project.

Sincerely,
Diane Barrineau
Diane Barrineau, CFO
R.M. Barrineau and Associates, Inc.

Docusign Envelope ID: 02AA0883-2AB2-8FE2-805C-6069E57D1D7E

Cal -Tech Testing, Inc.

- Engineering
- Geotechnical
- Environmental

LABORATORIES

P.O. Box 1625 • Lake City, FL 32056
Tel. (386) 755-3633 • Fax (386) 752-5456

450 SR 13N, Suite 106-308, Jacksonville, FL 32259
Tel. (904) 381-8901 • Fax (904) 381-8902

March 11, 2026

Mr. Marty Morlan, P.E.
Infrastructure Consulting & Engineering
5550 W. Idlewild Avenue, Suite 115
Tampa, Florida 33634

RE: Proposal for Geotechnical Eng Exploration & Field Soil Permeability Testing
Ocala International Airport, FDOT Stormwater Retention Pond Relocation
Ocala, Florida

Dear Mr. Marty Morlan, P.E.

Cal-Tech Testing, Inc. (CTTI) is pleased to submit this proposal to perform a geotechnical engineering exploration and field soil permeability testing for the proposed FDOT stormwater retention pond relocation at the Ocala International Airport in Ocala, Florida.

SITE AND PROJECT DESCRIPTION

Based on the information you provided to us, preliminary and final subsurface soil conditions, including soil permeability parameters, are required for the design of a 4-ft to 7-ft deep dry stormwater retention pond.

SCOPE OF SERVICES

Based on your request, our scope of services will consist of drilling two (2), 20-ft-deep, preliminary Standard Penetration Test (SPT) borings within the proposed stormwater retention pond footprint and performing two (2) field soil permeability tests next to the retention pond borings. Furthermore, we will remobilize for additional four (4), 20-ft-deep, SPT borings and associated four (4) field soil permeability tests will be performed after completion of the preliminary design.

Our field crew will lay out the boring location using a handheld GPS device and coordinates provided by you. The borings will be backfilled with soil cuttings at completion.

CTTI will contact the Florida Sunshine One Call system to get underground utilities located prior to mobilization.

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CTTI will transport the boring soil samples to our laboratory for examination and visual classification by our engineer in general accordance with the Unified Soil Classification System.

At completion, we will prepare separate preliminary and final reports summarizing the field and laboratory work done and presenting the subsurface soil profile including groundwater depth, the estimated Seasonal High Groundwater Table (SHGWT), the soil unsaturated vertical and horizontal Hydraulic Conductivity, the soil porosity and depth to the confining layer.

ESTIMATED FEE

Based on the scope of services and presuming equipment accessibility to the boring locations without delay (i.e. vegetation clearance, etc. by others) the fees for our preliminary and final geotechnical engineering exploration and field soil permeability testing are as follows:

Preliminary Work

Sub Total $3,285.00

Final Work

SubTotal $4,645.00

Total = $7,930.00

Schedule
We anticipate that our preliminary and final field works will encompass one (1) working day each. Each report should be issued within 3 working days of completion of the field and laboratory work.

Limitations
The soil borings detailed in this proposal presumes standard geotechnical drilling and does not include provisions for drilling through or into contaminated material.

Authorization
If this proposal is acceptable, please authorize us to proceed with the proposed services by signing below and return to our office.

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Closing

CTI appreciates the opportunity to provide this proposal and we look forward to serving you on this and future projects. Should you have any questions concerning this proposal, please do not hesitate to contact me at our Lake City, FL office (386) 755-3633.

Sincerely,

Cal-Tech Testing, Inc.

Ivan E. Marcano, MSCE, P.E.
Sr. Geotechnical Engineer

Mike Stalvey, Jr.
Vice-President

Proposal for Geotechnical Engineering Exploration & Field Soil Permeability Testing- Ocala International Airport, FDOT Stormwater Retention Pond Relocation, Ocala, Florida
Name of Representative (Print) Date Title: Representative Signature:

Certificate Of Completion

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Document Pages: 16
Signatures: 0
Certificate Pages: 1
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
7/21/2026 1:52:08 PM
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plewis@ocalafl.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Patricia Lewis plewis@ocalafl.org Senior Contract Specialist City of Ocala Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/21/2026 1:53:04 PM Viewed: 7/21/2026 1:53:18 PM Signed: 7/21/2026 1:53:29 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/21/2026 1:53:04 PM
Certified Delivered	Security Checked	7/21/2026 1:53:18 PM
Signing Complete	Security Checked	7/21/2026 1:53:29 PM
Completed	Security Checked	7/21/2026 1:53:29 PM

Payment Events	Status	Timestamps


ROAD
CLOSED



File #: 2026-1840 Agenda Item #: 10j.

Submitted By: Todd Swanson

Presentation By: Todd Swanson

Department: Human Resources and Risk Management

FORMAL TITLE:
Renewal of stop loss insurance coverage with HM Insurance Company for the City's self-funded medical and prescription drug plan for the October 1, 2026, through September 30, 2027, plan year in the amount of $2,315,271

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The City of Ocala maintains a self-funded employee health insurance program. Stop loss insurance protects the City against catastrophic medical and prescription drug claims by limiting the City's financial exposure for high -cost claims while preserving the advantages of self-funding.

Brown & Brown, the City's employee benefits broker, conducted a comprehensive market review for the 2026-2027 renewal. Eleven stop loss carriers were approached for proposals. Ten carriers submitted quotations, with six invited to submit firm proposals. After evaluating premium costs, contract provisions, reimbursement terms, and coverage features, Brown & Brown determined that HM Insurance Company provides the best overall value for the City.

The recommended renewal maintains the City's current specific deductible of $250,000 per covered participant, includes both specific and aggregate stop loss coverage, continues unlimited specific benefits, preserves enhanced aggregate protection, and includes favorable renewal provisions such as no new lasers at renewal unless mutually agreed upon.

FINDINGS AND CONCLUSIONS:
HM Insurance's initial renewal proposal reflected a 29.38 percent premium increase. Through negotiations conducted by Brown & Brown, the increase was reduced to 10.9 percent, resulting in an annual premium increase of approximately $228,544 and negotiated savings of approximately $380,509 compared to the

carrier's original renewal proposal.

Staff trust renewing with HM Insurance provides the most favorable combination of coverage, financial protection, and value while maintaining the City's current risk management strategy for its self-funded health plan.

Staff recommends approval.

FISCAL IMPACT:
The total annual premium for stop loss insurance for the October 1, 2026, through September 30, 2027, plan year is $2,315,271, an increase of approximately $228,544 (10.9 percent) over the current annual premium of $2,086,727. Funding is budgeted and available in the Health Insurance Fund. No budget amendment is required.

This purchase will be made under the City's existing stop loss insurance coverage. The most recent purchase of these services under this contract occurred for the October 1, 2025, through September 30, 2026, plan year.

PROCUREMENT REVIEW:
These services were procured through the City's employee benefits broker, Brown & Brown, in compliance with the City's procurement policy.

LEGAL REVIEW:
The renewal documents will be reviewed and approved for form and legality by City Attorney William E. Sexton.

ALTERNATIVE:
- Table
- Deny

STOP LOSS
PROPOSAL

for: City of Ocala

Proposed Effective Date: 10/01/2026
Proposal Situs State: FL
Broker: Risk Management Associates Inc
Sales Representative: Andrew Carroll
HM National Alliance Partner: Florida Blue

Florida Blue

An Independent Licensee of the
Blue Cross and Blue Shield Association

Claims Administrator(s): Florida Blue
Provider Network: Florida Blue
Utilization Review Vendor(s): Florida Blue
Rx Vendor(s): Prime Therapeutics LLC
Retirees: Retirees are included in the Stop Loss coverage

Alternate Specific Deductible (Laser): One or more is included in the rates below. See details on the following page.

Specific Stop Loss		Current	Renewal	Option 1	Option 2
Eligible Claims Expenses		Med, Rx	Med, Rx	Med, Rx	Med, Rx
Specific Deductible (per Covered Participant)		$250,000	$250,000	$275,000	$300,000
Covered Claims Basis		192/12	204/12	204/12	204/12
Maximum Specific Benefit		Unlimited	Unlimited	Unlimited	Unlimited
Aggregating Specific Loss Fund		$100,000	$100,000	$100,000	$100,000
Rate Cap		50%	50%	None	None
Commission		0.00%	0.00%	0.00%	0.00%
Rate Tier	**Lives**	**Specific Premium Rates**			
Single	546	$65.29	$73.86	$65.29	$60.30
Family	716	$187.07	$210.36	$187.07	$177.69
Total Lives	**1,262**				
Estimated Specific Policy Premium		**$2,035,086**	**$2,291,344**	**$2,035,086**	**$1,921,798**

Aggregate Stop Loss		Current	Renewal	Option 1	Option 2
Eligible Claims Expenses		Med, Rx	Med, Rx	Med, Rx	Med, Rx
Aggregate Corridor		125%	125%	125%	125%
Covered Claims Basis		192/12	204/12	204/12	204/12
Maximum Aggregate Benefit		$1,000,000	$1,000,000	$1,000,000	$1,000,000
Commission		0.00%	0.00%	0.00%	0.00%
Aggregate Factor Tier	**Lives**	**Aggregate Factors**			
Single Medical, Rx May Factor	546	$1,014.44	$1,073.14	$1,078.50	$1,082.80
Family Medical, Rx May Factor	716	$2,434.66	$2,575.53	$2,588.41	$2,598.71
Total Lives	**1,262**				
Estimated Aggregate Deductible		**$27,565,210**	**$29,160,167**	**$29,305,951**	**$29,422,622**
Estimated Minimum Aggregate Deductible		$27,565,210	$29,160,167	$29,305,951	$29,422,622
Rate Tier	**Lives**	**Aggregate Premium Rates**			
Composite	1,262	$3.41	$1.58	$2.24	$2.92
Estimated Aggregate Policy Premium		**$51,641**	**$23,928**	**$33,923**	**$44,220**

Total Estimated Policy Premium	**$2,086,727**	**$2,315,271**	**$2,069,008**	**$1,966,019**

Alternate Specific Deductible (Laser)

An Alternate Specific Deductible is a separate Specific Deductible for an identified Participant. The Alternate Specific Deductible must be satisfied prior to any Specific Benefit becoming payable with respect to such Participant. Only amounts up to the group Specific Deductible will apply toward the satisfaction of the Annual Aggregate Attachment Point.

All options on the previous page include:

- 15000169983, Unknown, with an Alternate Specific Deductible of $650,000

Proposal Notes

- The rates and factors in this proposal are firm. Please provide a signed proposal.
- Large claim data must be submitted for any claims that are at or have the likelihood to exceed 50% of the group specific deductible. Large claim data must include age, sex, diagnosis, prognosis, treatment plan, case management notes (if applicable), Pre-Cert and paid/pended claims.
- The Estimated Minimum Aggregate Deductible Percent is 100%.
- The Estimated Policy Term Aggregate Deductible includes the Aggregate Corridor level as shown. To determine Estimated Expected Claims, you may divide the Aggregate Deductible or Aggregate factors by the corridor level.
- The Specific rates in this proposal are based on an Aggregating Specific arrangement. Maximum Specific Liability includes estimated Policy Term Specific premium and the Aggregating Specific fund.
- Human Organ Transplant benefits are payable in accordance with the Covered Underlying Plan and are subject to the proposed Lifetime Maximum Specific Benefit offered within this proposal.
- This proposal includes a 50% rate cap on the Specific Premium Rate at the renewal of your Stop Loss Policy. If applicable, this increase also will apply to the Aggregating Specific Loss Fund. The rate cap does not apply to Material Changes including, but not limited to, the following: Covered Underlying Plan, our Stop Loss Policy provisions, the PPO network or the Claims Administrator, and the rates may be further adjusted by such changes. The rate cap rider applies to this Policy Term only. It may be offered at subsequent Stop Loss Policy renewals at the discretion of Underwriting.
- At renewal, We will not apply any new lasers, including but not limited to, an Alternate Specific Deductible or Excluded Claim Expense, within the Special Risk Limitations section of the policy, unless mutually agreed upon.
- Florida Blue follows the underlying Plan Document, subject to the Exclusions and Limitations and Special Risk Limitations section of the Stop Loss Policy.
- An up to date, signed and complete Summary Plan Document is required for claims to be eligible for reimbursement.
- Notwithstanding any other terms or conditions, the following provisions shall apply to gene therapies:
- No new laser (including, but not limited to, an alternate specific deductibles or excluded claim expenses) will be applied to any individual at the next renewal for gene therapy costs.
- Rates and aggregate specific deductibles, if applicable, will not increase at renewal due to gene therapy claim costs.
- Any lasers and/or contingencies in place as of the proposal effective date may be continued on subsequent renewals, subject to the carrier's discretion.
- The carrier reserves the right to offer, modify, or discontinue these provisions on subsequent renewals.
- These provisions do not supersede the group's plan documents in determining eligibility for gene therapy coverage and do not apply to gene therapy claims deemed ineligible for coverage.
- The specific deductible and any pre-existing lasers remain applicable.
- These provisions apply exclusively to the costs of the gene therapy itself and do not extend to costs associated with underlying conditions, comorbidities, or other medical expenses related to the treatment or management of such conditions.

Claims Administrator(s): Florida Blue
Provider Network: Florida Blue
Utilization Review Vendor(s): Florida Blue
Rx Vendor(s): Prime Therapeutics LLC
Retirees: Retirees are included in the Stop Loss coverage

Alternate Specific Deductible (Laser): One or more is included in the rates below. See details on the following page.

Specific Stop Loss		Option 3	Option 4
Eligible Claims Expenses		Med, Rx	Med, Rx
Specific Deductible (per Covered Participant)		$350,000	$400,000
Covered Claims Basis		204/12	204/12
Maximum Specific Benefit		Unlimited	Unlimited
Aggregating Specific Loss Fund		$100,000	$100,000
Commission		0.00%	0.00%
Rate Tier	**Lives**	**Specific Premium Rates**	
Single	546	$49.45	$39.72
Family	716	$150.65	$125.26
Total Lives	**1,262**		
Estimated Specific Policy Premium		**$1,618,381**	**$1,336,479**

Aggregate Stop Loss		Option 3	Option 4
Eligible Claims Expenses		Med, Rx	Med, Rx
Aggregate Corridor		125%	125%
Covered Claims Basis		204/12	204/12
Maximum Aggregate Benefit		$1,000,000	$1,000,000
Commission		0.00%	0.00%
Aggregate Factor Tier	**Lives**	**Aggregate Factors**	
Single Medical, Rx May Factor	546	$1,089.24	$1,093.53
Family Medical, Rx May Factor	716	$2,614.17	$2,624.47
Total Lives	**1,262**		
Estimated Aggregate Deductible		**$29,597,649**	**$29,714,255**
Estimated Minimum Aggregate Deductible		$29,597,649	$29,714,255
Rate Tier	**Lives**	**Aggregate Premium Rates**	
Composite	1,262	$3.34	$3.75
Estimated Aggregate Policy Premium		**$50,581**	**$56,790**
Total Estimated Policy Premium		**$1,668,962**	**$1,393,269**

Details/Notes specific to option(s) 3-4

Alternate Specific Deductible (Laser)

An Alternate Specific Deductible is a separate Specific Deductible for an identified Participant. The Alternate Specific Deductible must be satisfied prior to any Specific Benefit becoming payable with respect to such Participant. Only amounts up to the group Specific Deductible will apply toward the satisfaction of the Annual Aggregate Attachment Point.

All options on the previous page include:

- 15000169983, Unknown, with an Alternate Specific Deductible of $650,000

Proposal Notes

- The rates and factors in this proposal are firm. Please provide a signed proposal.
- Large claim data must be submitted for any claims that are at or have the likelihood to exceed 50% of the group specific deductible. Large claim data must include age, sex, diagnosis, prognosis, treatment plan, case management notes (if applicable), Pre-Cert and paid/pended claims.
- The Estimated Minimum Aggregate Deductible Percent is 100%.
- The Estimated Policy Term Aggregate Deductible includes the Aggregate Corridor level as shown. To determine Estimated Expected Claims, you may divide the Aggregate Deductible or Aggregate factors by the corridor level.
- The Specific rates in this proposal are based on an Aggregating Specific arrangement. Maximum Specific Liability includes estimated Policy Term Specific premium and the Aggregating Specific fund.
- Human Organ Transplant benefits are payable in accordance with the Covered Underlying Plan and are subject to the proposed Lifetime Maximum Specific Benefit offered within this proposal.
- At renewal, We will not apply any new lasers, including but not limited to, an Alternate Specific Deductible or Excluded Claim Expense, within the Special Risk Limitations section of the policy, unless mutually agreed upon.
- Florida Blue follows the underlying Plan Document, subject to the Exclusions and Limitations and Special Risk Limitations section of the Stop Loss Policy.
- An up to date, signed and complete Summary Plan Document is required for claims to be eligible for reimbursement.
- Notwithstanding any other terms or conditions, the following provisions shall apply to gene therapies:
- No new laser (including, but not limited to, an alternate specific deductibles or excluded claim expenses) will be applied to any individual at the next renewal for gene therapy costs.
- Rates and aggregate specific deductibles, if applicable, will not increase at renewal due to gene therapy claim costs.
- Any lasers and/or contingencies in place as of the proposal effective date may be continued on subsequent renewals, subject to the carrier's discretion.
- The carrier reserves the right to offer, modify, or discontinue these provisions on subsequent renewals.
- These provisions do not supersede the group's plan documents in determining eligibility for gene therapy coverage and do not apply to gene therapy claims deemed ineligible for coverage.
- The specific deductible and any pre-existing lasers remain applicable.
- These provisions apply exclusively to the costs of the gene therapy itself and do not extend to costs associated with underlying conditions, comorbidities, or other medical expenses related to the treatment or management of such conditions.

Claims Administrator(s): Florida Blue
Provider Network: Florida Blue
Utilization Review Vendor(s): Florida Blue
Rx Vendor(s): Prime Therapeutics LLC
Retirees: Retirees are included in the Stop Loss coverage

Alternate Specific Deductible (Laser): One or more is included in the rates below. See details on the following page.

Specific Stop Loss		Option 5	Option 6	Option 7
Eligible Claims Expenses		Med, Rx	Med, Rx	Med, Rx
Specific Deductible (per Covered Participant)		$250,000	$275,000	$300,000
Covered Claims Basis		204/12	204/12	204/12
Maximum Specific Benefit		Unlimited	Unlimited	Unlimited
Aggregating Specific Loss Fund		$200,000	$200,000	$200,000
Rate Cap		50%	None	None
Commission		0.00%	0.00%	0.00%
Rate Tier	**Lives**	**Specific Premium Rates**		
Single	546	$70.43	$61.50	$57.16
Family	716	$200.58	$178.37	$168.45
Total Lives	**1,262**			
Estimated Specific Policy Premium		**$2,184,841**	**$1,935,503**	**$1,821,835**

Aggregate Stop Loss		Option 5	Option 6	Option 7
Eligible Claims Expenses		Med, Rx	Med, Rx	Med, Rx
Aggregate Corridor		125%	125%	125%
Covered Claims Basis		204/12	204/12	204/12
Maximum Aggregate Benefit		$1,000,000	$1,000,000	$1,000,000
Commission		0.00%	0.00%	0.00%
Aggregate Factor Tier	**Lives**	**Aggregate Factors**		
Single Medical, Rx May Factor	546	$1,073.14	$1,078.50	$1,082.80
Family Medical, Rx May Factor	716	$2,575.53	$2,588.41	$2,598.71
Total Lives	**1,262**			
Estimated Aggregate Deductible		**$29,160,167**	**$29,305,951**	**$29,422,622**
Estimated Minimum Aggregate Deductible		$29,160,167	$29,305,951	$29,422,622
Rate Tier	**Lives**	**Aggregate Premium Rates**		
Composite	1,262	$1.58	$2.24	$2.92
Estimated Aggregate Policy Premium		**$23,928**	**$33,923**	**$44,220**

Total Estimated Policy Premium	**$2,208,768**	**$1,969,426**	**$1,866,055**

Details/Notes specific to option(s) 5-7

Alternate Specific Deductible (Laser)

An Alternate Specific Deductible is a separate Specific Deductible for an identified Participant. The Alternate Specific Deductible must be satisfied prior to any Specific Benefit becoming payable with respect to such Participant. Only amounts up to the group Specific Deductible will apply toward the satisfaction of the Annual Aggregate Attachment Point.

All options on the previous page include:

- 15000169983, Unknown, with an Alternate Specific Deductible of $650,000

Proposal Notes

- The rates and factors in this proposal are firm. Please provide a signed proposal.
- Large claim data must be submitted for any claims that are at or have the likelihood to exceed 50% of the group specific deductible. Large claim data must include age, sex, diagnosis, prognosis, treatment plan, case management notes (if applicable), Pre-Cert and paid/pended claims.
- The Estimated Minimum Aggregate Deductible Percent is 100%.
- The Estimated Policy Term Aggregate Deductible includes the Aggregate Corridor level as shown. To determine Estimated Expected Claims, you may divide the Aggregate Deductible or Aggregate factors by the corridor level.
- The Specific rates in this proposal are based on an Aggregating Specific arrangement. Maximum Specific Liability includes estimated Policy Term Specific premium and the Aggregating Specific fund.
- Human Organ Transplant benefits are payable in accordance with the Covered Underlying Plan and are subject to the proposed Lifetime Maximum Specific Benefit offered within this proposal.
- This proposal includes a 50% rate cap on the Specific Premium Rate at the renewal of your Stop Loss Policy. If applicable, this increase also will apply to the Aggregating Specific Loss Fund. The rate cap does not apply to Material Changes including, but not limited to, the following: Covered Underlying Plan, our Stop Loss Policy provisions, the PPO network or the Claims Administrator, and the rates may be further adjusted by such changes. The rate cap rider applies to this Policy Term only. It may be offered at subsequent Stop Loss Policy renewals at the discretion of Underwriting.
- At renewal, We will not apply any new lasers, including but not limited to, an Alternate Specific Deductible or Excluded Claim Expense, within the Special Risk Limitations section of the policy, unless mutually agreed upon.
- Florida Blue follows the underlying Plan Document, subject to the Exclusions and Limitations and Special Risk Limitations section of the Stop Loss Policy.
- An up to date, signed and complete Summary Plan Document is required for claims to be eligible for reimbursement.
- Notwithstanding any other terms or conditions, the following provisions shall apply to gene therapies:
- No new laser (including, but not limited to, an alternate specific deductibles or excluded claim expenses) will be applied to any individual at the next renewal for gene therapy costs.
- Rates and aggregate specific deductibles, if applicable, will not increase at renewal due to gene therapy claim costs.
- Any lasers and/or contingencies in place as of the proposal effective date may be continued on subsequent renewals, subject to the carrier's discretion.
- The carrier reserves the right to offer, modify, or discontinue these provisions on subsequent renewals.
- These provisions do not supersede the group's plan documents in determining eligibility for gene therapy coverage and do not apply to gene therapy claims deemed ineligible for coverage.
- The specific deductible and any pre-existing lasers remain applicable.
- These provisions apply exclusively to the costs of the gene therapy itself and do not extend to costs associated with underlying conditions, comorbidities, or other medical expenses related to the treatment or management of such conditions.

Claims Administrator(s): Florida Blue
Provider Network: Florida Blue
Utilization Review Vendor(s): Florida Blue
Rx Vendor(s): Prime Therapeutics LLC
Retirees: Retirees are included in the Stop Loss coverage

Alternate Specific Deductible (Laser): One or more is included in the rates below. See details on the following page.

Specific Stop Loss		Option 8	Option 9
Eligible Claims Expenses		Med, Rx	Med, Rx
Specific Deductible (per Covered Participant)		$350,000	$400,000
Covered Claims Basis		204/12	204/12
Maximum Specific Benefit		Unlimited	Unlimited
Aggregating Specific Loss Fund		$200,000	$200,000
Commission		0.00%	0.00%
Rate Tier	**Lives**	**Specific Premium Rates**	
Single	546	$46.40	$36.78
Family	716	$141.34	$115.97
Total Lives	**1,262**		
Estimated Specific Policy Premium		**$1,518,406**	**$1,237,397**

Aggregate Stop Loss		Option 8	Option 9
Eligible Claims Expenses		Med, Rx	Med, Rx
Aggregate Corridor		125%	125%
Covered Claims Basis		204/12	204/12
Maximum Aggregate Benefit		$1,000,000	$1,000,000
Commission		0.00%	0.00%
Aggregate Factor Tier	**Lives**	**Aggregate Factors**	
Single Medical, Rx May Factor	546	$1,089.24	$1,093.53
Family Medical, Rx May Factor	716	$2,614.17	$2,624.47
Total Lives	**1,262**		
Estimated Aggregate Deductible		**$29,597,649**	**$29,714,255**
Estimated Minimum Aggregate Deductible		$29,597,649	$29,714,255
Rate Tier	**Lives**	**Aggregate Premium Rates**	
Composite	1,262	$3.34	$3.75
Estimated Aggregate Policy Premium		**$50,581**	**$56,790**
Total Estimated Policy Premium		**$1,568,987**	**$1,294,187**

Details/Notes specific to option(s) 8-9

Alternate Specific Deductible (Laser)

An Alternate Specific Deductible is a separate Specific Deductible for an identified Participant. The Alternate Specific Deductible must be satisfied prior to any Specific Benefit becoming payable with respect to such Participant. Only amounts up to the group Specific Deductible will apply toward the satisfaction of the Annual Aggregate Attachment Point.

All options on the previous page include:

- 15000169983, Unknown, with an Alternate Specific Deductible of $650,000

Proposal Notes

- The rates and factors in this proposal are firm. Please provide a signed proposal.
- Large claim data must be submitted for any claims that are at or have the likelihood to exceed 50% of the group specific deductible. Large claim data must include age, sex, diagnosis, prognosis, treatment plan, case management notes (if applicable), Pre-Cert and paid/pended claims.
- The Estimated Minimum Aggregate Deductible Percent is 100%.
- The Estimated Policy Term Aggregate Deductible includes the Aggregate Corridor level as shown. To determine Estimated Expected Claims, you may divide the Aggregate Deductible or Aggregate factors by the corridor level.
- The Specific rates in this proposal are based on an Aggregating Specific arrangement. Maximum Specific Liability includes estimated Policy Term Specific premium and the Aggregating Specific fund.
- Human Organ Transplant benefits are payable in accordance with the Covered Underlying Plan and are subject to the proposed Lifetime Maximum Specific Benefit offered within this proposal.
- At renewal, We will not apply any new lasers, including but not limited to, an Alternate Specific Deductible or Excluded Claim Expense, within the Special Risk Limitations section of the policy, unless mutually agreed upon.
- Florida Blue follows the underlying Plan Document, subject to the Exclusions and Limitations and Special Risk Limitations section of the Stop Loss Policy.
- An up to date, signed and complete Summary Plan Document is required for claims to be eligible for reimbursement.
- Notwithstanding any other terms or conditions, the following provisions shall apply to gene therapies:
- No new laser (including, but not limited to, an alternate specific deductibles or excluded claim expenses) will be applied to any individual at the next renewal for gene therapy costs.
- Rates and aggregate specific deductibles, if applicable, will not increase at renewal due to gene therapy claim costs.
- Any lasers and/or contingencies in place as of the proposal effective date may be continued on subsequent renewals, subject to the carrier's discretion.
- The carrier reserves the right to offer, modify, or discontinue these provisions on subsequent renewals.
- These provisions do not supersede the group's plan documents in determining eligibility for gene therapy coverage and do not apply to gene therapy claims deemed ineligible for coverage.
- The specific deductible and any pre-existing lasers remain applicable.
- These provisions apply exclusively to the costs of the gene therapy itself and do not extend to costs associated with underlying conditions, comorbidities, or other medical expenses related to the treatment or management of such conditions.

Proposal Acceptance

Please acknowledge acceptance of the terms in this proposal by selecting an option, signing below and returning this document by **08/06/2026**. Failure to remit the signed proposal within the same period will result in a request for an updated large claim Disclosure (and claims) that will be required for Our review. All payments after the Proposed Effective Date of a renewed policy must use the rates in this proposal for the selected option. Any deviation from the specified rates could result in underpayment leading to possible policy cancellation.

By signing below, I acknowledge I am accepting all terms and conditions contained within all pages of this proposal.

Selection

Please indicate which option is chosen by checking the appropriate box below.

Specific and Aggregate Coverage

☐ **Renewal**	☐ Option 1	☐ Option 2	☐ Option 3
☐ Option 4	☐ Option 5	☐ Option 6	☐ Option 7
☐ Option 8	☐ Option 9		

Specific Coverage Only

☐ Renewal	☐ Option 1	☐ Option 2	☐ Option 3
☐ Option 4	☐ Option 5	☐ Option 6	☐ Option 7
☐ Option 8	☐ Option 9		

Signature: _____ Accepted on (date): _____

Printed Name: _____ Title: _____

Basis of the Offer Assumptions

- Aggregate coverage is only available when purchased with Specific coverage.
- This proposal is subject to revision if there is a change in Proposed Effective or Renewal Dates or a change in the Covered Underlying Plan.
- This proposal is based on the utilization of the Provider Network(s) and the Utilization Review Vendor(s) listed in this proposal.
- This proposal assumes a minimum participation level of 50%.
- This proposal assumes the Covered Underlying Plan includes a pre-certification, utilization review and large case management program.
- This proposal is based on a description of the employee benefit plan(s) provided and approved by Florida Blue; employee and dependent census data; and any other information relevant to the underwriting risk. If any of the information was incorrect or changes the risk involved, the rates and factors will be modified, and the Specific and Aggregate claims will be adjusted accordingly.
- Surcharges (including the bad debt and charity surcharge portion of the New York Reform Act applicable to services are rendered in New York State), pool charges, and/or covered lives assessments may be covered under the Stop Loss Policy if such charges are considered a claim cost. Florida Blue is not responsible for the filing and/or payment of any assessment for which Florida Blue is not directly liable including, but not limited to, the New Hampshire Vaccine Assessment as modified by NH HB 664.
- All standard policy provisions apply. The laws of the state where the policy is issued will apply. Certain exclusions and limitations may apply.
- The terms of this proposal are subject to revision if there is a change in any state law or regulation between the date of this proposal and the effective date of the proposed Stop Loss coverage if such changes are deemed to have a material effect on the risk being assumed.Such a revision can be made even if the proposal has already been accepted.
- This proposal will expire on the Proposed Effective Date.
- The dollar value of the minimum deductible shown above is representative. The actual value of the minimum deductible will be calculated according to the terms of the Stop Loss Policy.
- Unless otherwise limited or excluded by the Stop Loss Policy or under the Individual Special Requirements, Eligible Claim expenses under the Stop Loss Policy will follow the Covered Underlying Plan, up to the proposed Maximum Specific Benefit.
- The Agent is properly licensed and appointed by Florida Blue.
- The initial rates are guaranteed for the proposed Policy Term unless otherwise noted.
- There are no more than 15% COBRA participants.

Basis of the Offer Qualifications

- Any Stop Loss insurance requested and the Proposed Effective Date of that coverage must be approved by The Company under Our current rules and practices.
- Both the premium rates and the Aggregate factors are subject to change should the number of Covered Units change by 10% or more, either in total and/or by single/family mix.
- If the descriptions of the benefits or plan provisions differ from what was initially utilized to underwrite the risk, an updated Summary Plan Document or other acceptable plan description is required within 60 days of the Effective Date, and the premium rates and Aggregate factors may be subject to re-rating, retro-active to the Effective Date.
- This quote assumes the Covered Underlying Plan will include standard industry provisions and definitions including, but not limited to, eligibility, HIPAA, termination, leave of absence or disability, FMLA, subrogation, transplants and COB and exclusions for job-related injuries, treatments that are experimental and/or investigational, cosmetic, not medically necessary, war, felonies, charges in excess of usual and customary, and foreign medical care when traveling outside of the U.S. solely for the purpose of receiving medical care. In the event that a Summary Plan Document is not available within 60 days from the Proposed Effective Date, We reserve the right to issue the policy assuming standard exclusions will apply.
- HIPAA Privacy rules permit the release of Protected Health Information (PHI) for the purpose of evaluating and accepting risk associated with the Plan Sponsor as part of "Health Care Operations." Florida Blue will use this information solely for the purpose of evaluating and accepting the risk and will not disclose any PHI collected except to perform this risk evaluation.

- The rates and factors in this proposal are based on the Disclosure of all individuals considered a special enrollee due to having previously satisfied the plan's lifetime maximum. Written acceptance by Florida Blue must be acknowledged before terms of coverage for such individuals are included under Florida Blue's Stop Loss Policy.
- Any Stop Loss Policy issued by Florida Blue may be rescinded or re-underwritten if any information requested in connection with this proposal was intentionally concealed or misrepresented by or on behalf of the Policyholder and/or the Policyholder's Agent, or if the Policyholder and/or the Policyholder's Agent commits fraud.
- As used above: An "Agent" is the prospective Policyholder's representative including, but not limited to, the agent, producer or broker of record, or Claims Administrator. A "Claims Administrator" is a third-party administrator (TPA) designated by the Policyholder and approved by Us. Disclosure or Disclosed means to provide Claim Information and any other documentation or data requested by Us including, but not limited to, Census and Demographic Information and the estimated number of Covered Units prior to the beginning of the Policy Term.

Coverage is underwritten by Florida Blue, Jacksonville, FL and is administered by HM Life Insurance Company, Pittsburgh, PA. HM Life Insurance Company is an independent company providing only administrative services.

Brown & Brown recommends that the City of Ocala renew its Stop Loss coverage with HM Insurance for the October 1, 2026 through September 30, 2027 plan year.

As part of the renewal process, Brown & Brown approached 11 stop loss carriers for illustrative proposals. 10 stop loss carriers quoted, and an 11th carrier declined to complete. We subsequently identified six carriers to provide firm quotations. Following a thorough review, three of the firm quotes were determined to be noncompetitive. A detailed comparison of pricing, contract provisions, and coverage terms was then completed for the remaining three carriers.

Based on our analysis, Brown & Brown believes that renewing with HM Insurance is in the City's best interest. Through extensive negotiations, HM Insurance provides the most comprehensive overall value, including competitive premium rates, enhanced run-in protection, aggregate coverage protection, and immediate reimbursement provision. Additionally, there are no changes required to the City's specific deductible for the upcoming plan year.

HM Insurance's initial fixed cost renewal proposal reflected a 29.38% increase; however, Brown & Brown successfully negotiated the renewal increase down to 10.9%. The final negotiated renewal results in an annual premium increase of approximately $228,544, representing a savings of $380,509 compared to the carrier's original renewal offering.

Given the favorable renewal terms, enhanced coverage provisions, and significant negotiated savings, Brown & Brown recommends approval of the HM Insurance renewal for the 2026-2027 plan year.

File #: 2026-1804 Agenda Item #: 17a.

Submitted By: Marie Brooks

Presentation By: Doug Peebles

Department: Electric Utility

STAFF REPORT:
Power Cost Adjustment Report - June 2026

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable, Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Power Cost Adjustment (PCA) rate is the mechanism by which positive and negative fluctuations in power costs are passed through to customers. Power costs and sales are reviewed monthly to project over- or under-collections for the year. While the PCA can be adjusted monthly, the recent practice has been to make minimal adjustments to maintain stable customer rates.

As requested by the City Council, a monthly report on the projected over- or under-collection of the PCA is attached.

On July 13, 2026, staff participated in a rate call with the Florida Municipal Power Agency (FMPA). Based on the rates and sales projections at that time, an under-collection of $12,889,749 is projected for the end of Fiscal Year 2025-26.

The policy sets the rate stabilization reserve funding range at 15 to 25 percent of projected fuel costs. As of June 30, 2026, the reserve is funded at approximately 20 percent of the projected power cost and is in compliance with policy requirements.

City Council Report
Power Cost Adjustment Projection

June 2026

On July 13, 2026, staff participated in a rate call with FMPA. Based on their current rate projections and our sales projections, an under-collection of $12,889,749 is estimated for fiscal year-end.

FMPA updates its rate projections monthly and staff will continue to monitor and provide monthly updates. Staff will continue to monitor the PCA and make recommendations as necessary.

Projected Annual Power Costs		$134,805,782
Projected Annual kWh Sales		1,423,421,284
PCA Rate for: 6/30/2026		$0.02815
Cumulative Over(Under) Collection:	6/30/2026	($13,979,327)
Projected Over(Under) Collection:	9/30/2026	($12,889,749)

File #: 2026-1828 Agenda Item #: 17b.

Submitted By: Megan Dugan

Department: Procurement and Contracting

FORMAL TITLE:
Fully Executed Contracts Under $50,000

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Contracts fully executed between July 6, 2026 and July 19, 2926.

EXECUTED CONTRACTS UNDER $50,000

Contract	Contractor	Description	Amount
CIP/230266	C.W Roberts Contracting, Inc.	Construction Services Agreement for Transportation Rehab Imprv Proj	Renewal
CSO/260587	Marsh & Mclennan Agency, LLC	Administrative, Actuarial, Consulting, and Retirement Services Agreement	$39,000.00
ENG/220327	Jacobs Engineering Group, LLC	Task Work Order #1 - Traffic Signal Retiming	$49,717.94
ELE/260929	Susan Murphy	Net Metering Agreement	Solar
ELE/240398	Electric Machine Control, Inc.	Cooperative Purchasing Agreement for Electrical Contractor Services	Renewal
REC/260846	Downbeat, LLC	Peformance Services Agreement	$2,750.00
REC/260902	Ian Lane	Performance Services Agreement	$1,500.00

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CONTRACT # ELE/260929

APPLICATION FOR INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS

TIER 1 - Ten (10) kW or Less
TIER 2 - Greater than 10 kW and Less Than or Equal to 100 kW
TIER 3 - Greater than 100 kW and Less Than or Equal to Two (2) MW

Note: These customer-owned renewable generation system size limits may be subject to a cumulative enrollment limit on net-metering customers located in the area served by the City of Ocala Electric Utility. Please refer to the Ocala Electric Utility Net-Metering Rate Schedule.

Ocala Electric Utility customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with the Ocala Electric Utility system are required to complete this application. When the completed application and fees are returned to Ocala Electric Utility, the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained at Ocala Electric Utility, located at 201 SE 3rd Street, Ocala, Florida 34471, or may be requested by email from OEU@ocalafl.org.

1. Customer Information

Name: Susan A. Murphy

Mailing Address: 5640 NW 37th Lane Rd.

City: Ocala State: Fl. Zip Code: 34482

Phone Number: 585-813-6323 Alternate Phone Number: _____

Email Address: Samkpm4321@gmail.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 560477-270043

2. RGS Facility Information

Facility Location: 5640 NW 37th Lane Rd. Ocala, Fl. 34482

Ocala Electric Utility Customer Account Number: 560477-270043

RGS Manufacturer: Hanwha QCELL GmbH

Manufacturer's Address: Sonnenallee 17-21
Batterfield-Wolfen, Germany

Reference or Model Number: Q.PEAK DUO-5G (21 Modules 315W) 6.615kWdc/5.62kWac

Serial Number: Enphase IQ Microinverters

(Continued on Sheet No.19.1)

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3. Facility Rating Information

Gross Power Rating: 5.62kWac ("Gross power rating" means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with Ocala Electric Utility's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.)

Fuel or Energy Source: Solar PV

Anticipated In- Service Date: 10/9/2019

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is $375 for Tier 2 and $750 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of the estimated costs of the study (to be determined at time of application) must be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The customer will be responsible for the actual costs of the study. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer. Customer agrees to comply with all interconnection requirements identified in the interconnection study report.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the Ocala Electric Utility by the customer.

A. Documentation demonstrating that the installation complies with (or most current version at time of inspection approval):

1. IEEE 1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

(Continued on Sheet No. 19.2)

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B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Ocala Electric Utility system to ensure compliance with applicable local codes. OEU will also require proof of commission testing by a qualified 3rd party testing company (not affiliated in any way with the manufacturer, vendor or installation contractor), for compliance with all required and applicable codes, standards, and interconnection study requirements, prior to setting of OEU metering equipment.

C. Proof of insurance in the amount of:
Tier 1 - $100,000.00
Tier 2 - $1,000,000.00
Tier 3 - $2,000,000.00

Customer

By: Susan A. Murphy Date: 7/13/26
(Print Name)

(Signature)

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Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 13th day of July, 20 26, by and between the Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida (hereinafter "FMPA"), the City of Ocala doing business as Ocala Electric Utility, a body politic (hereinafter "OEU"), and Susan A. Murphy, a retail electric customer of OEU (hereinafter "Customer").

Section 1. Recitals

1.01. OEU and Customer have executed OEU's Standard Interconnection Agreement for a Customer-Owned Renewable Generation System (RGS) pursuant to which OEU has agreed to permit interconnection of Customer's renewable generation to OEU's electric system at Customer's presently-metered location, and Customer has agreed to deliver excess electric energy generated by Customer's Renewable Generation System to OEU's electric distribution system;

1.02. The City of Ocala and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the "ARP Contract") pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU's ability to directly purchase excess energy from customer-owned renewable generation.

1.03. In order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU's electric customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU's electric customers interconnected to OEU's electric system.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties covenant and agree as follows:

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with the OEU electric distribution system until Customer has executed OEU's electric Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions

OEU requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. OEU shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation as it relates to the effect of the RGS on OEU's electric distribution system.

(Continued on Sheet No. 20.1)

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Section 3. Metering

3.01 In accordance with the OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation, OEU shall install metering equipment at the point of delivery capable of recording two separate kWh meter readings: (1) the flow of electricity from OEU to the Customer (Delivered), and (2) the flow of excess electricity from the Customer to OEU. OEU shall take meter readings on the same cycle as the otherwise applicable rate schedule.

Section 4. Purchase of Excess Customer-Owned Renewable Generation

4.01. Customer-owned renewable generation shall be first used for Customer's own load and shall offset Customer's demand for OEU's electricity. All electric power and energy delivered by OEU to Customer shall be received and paid for by Customer to OEU (Received) pursuant to the terms, conditions and rates of the OEU otherwise applicable rate schedule.

4.02. Excess customer-owned renewable generation shall be delivered to the OEU Electric distribution system. For purposes of this Agreement, the term "excess customer-owned renewable generation" means any kWh of electrical energy produced by the customer-owned renewable generation system that is not consumed by Customer and is delivered to the OEU electric distribution system. FMPA agrees to purchase and receive, and Customer agrees to sell and deliver, all excess customer-owned renewable generation at the energy rate established by FMPA, which shall be calculated in accordance with Schedule A. Excess customer-owned renewable generation shall be purchased in the form of a credit on Customer's monthly energy consumption bill from OEU.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. At the end of each calendar year, any unused excess energy credits shall be paid by OEU to the Customer in accordance with the OEU Electric Net-Metering Service Rate Schedule.

(Continued on Sheet No. 20.2)

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4.04. FMPA and OEU shall not be required to purchase or receive excess customer-owned renewable generation, and may require Customer to interrupt or reduce production of customer-owned renewable generation, (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any OEU equipment or part of OEU's system; or (b) if either FMPA or OEU determine, in their sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with any applicable electric code or standard.

4.05. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the Net-Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU electric system.

Section 5. Renewable Energy Credits

5.01. Customer shall offer FMPA a first right of refusal before selling or granting to any third party the right to the Green Attributes associated with its customer-owned renewable generation that is interconnected to OEU electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the customer-owned-renewable generation and its displacement of conventional energy generation.

5.02. Any additional meter(s) installed to measure total renewable electricity generated by the Customer for the purposes of measuring Green Attributes, including and renewable energy certificates (or similarly titled credits for renewable energy generated), shall be installed at the expense of the Customer, unless determined otherwise during negotiations for the sale of the Customer's credits to FMPA.

Section 6. Term and Termination

6.01. This Agreement shall become effective upon execution by all Parties, and shall remain in effect thereafter on a month-to-month basis until terminated by any Party upon thirty (30) days written notice to all other Parties.

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by OEU or (b) failure by Customer to comply with any of the terms and conditions of this Agreement or OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation.

(Continued on Sheet No. 20.3)

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Section 7. Miscellaneous Provisions

7.01. Assignment. It is understood and agreed that no party may transfer, sell, mortgage, pledge, hypothecate, convey, designate, or otherwise assign this Agreement, or any interest herein or any rights or obligations hereunder, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other parties (and any such attempt shall be void), which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.02 Amendment. It is understood and agreed that FMPA and OEU reserve the right, on no less than an annual basis, to change any of the terms and conditions, including pricing, in this Agreement on sixty (60) days advance written notice. FMPA and OEU may make such changes on an immediate basis in the event any applicable law, rule, regulation or court order requires them. In such event, FMPA and OEU will give Customer as much notice as reasonably possible under the circumstances.

7.03. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, Customer shall defend, indemnify, and hold harmless FMPA and OEU, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the Customer to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.04. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims, or disputes arising out of or related to this Agreement or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the County or Circuit Court for Marion County, Florida, or the United States District Court sitting in Marion County, Florida, as appropriate.

(Continued on Sheet No. 20.4)

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7.05. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, and/or appellate proceedings.

7.06. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.07. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, OEU, and Customer and no right nor shall any cause of action accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than FMPA, OEU, or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon FMPA, OEU, and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by either FMPA or OEU of the sovereign immunity applicable to either or both of them as established by Florida Statutes, 768.28.

(Continued on Sheet No. 20.5)

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IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility

Signed by:
By: Janice Mitchell
55198B43858A4E1...

Title: CFO

Date: 7/15/2026

Florida Municipal Power Agency

DocuSigned by:
By: 087F58EBB34B474...

Title: Chief Sys Ops & Tech Officer

Date: 7/15/2026

Customer

By: Susan A. Murphy Date: 7/13/26
(Print Name)

(Signature)

Customer's City of Ocala Electric Utility Account Number: 560477-270043

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
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William E. Sexton, Esq.
City Attorney

(Continued on Sheet No. 20.6)

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Tri-Party Net-Metering Power Purchase Agreement
Schedule A

I. All-Requirements Project Calculation of Excess Customer-Owned Renewable Generation Credit

a) FMPA shall pay OEU for the excess kWh energy delivered by customer-owned renewable generation to OEU's electric system. Every month, OEU shall determine the total kWh of customer-owned renewable generation that is delivered to OEU's electric system, and shall send the information to FMPA as soon as it becomes available, but no later than the second working day of every month. FMPA will then provide a monthly payment to OEU in the form of a credit on the ARP power bill for the excess energy delivered to the distribution grid. The ARP Renewable Generation Credit will be calculated as follows:

ARP Renewable Generation Credit = Quarterly Energy Rate * Monthly kWh of excess customer-owned renewable generation

Quarterly Energy Rate = 3 month average of ARP energy rate. FMPA will update the Quarterly Energy Rate every April 1, July 1, October 1 and January 1.

b) As part of the monthly bill adjustment, FMPA will also increase OEU's kWh billing amount by the same kWh amount as the customer-owned renewable generation purchased by FMPA. This adjustment is necessary because excess customer generation that flows onto OEU's electric system has been purchased by FMPA, but will remain on OEU's electric system and be used by OEU to meet its other customers' electric needs. As a result, OEU's monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to OEU.

II. Payment for Unused Excess Energy Credits

a) Monthly excess energy credits shall accumulate and be used to offset the Customer's following month energy consumption bill for a period of not more than twelve (12) months.

b) At the end of each calendar year, OEU shall pay the Customer for any unused excess energy credits in accordance with the OEU Electric Net-Metering Service Rate Schedule.

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Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 13th day of July, 20 26, by and between Susan A. Murphy, (hereinafter called "**Customer**"), located at 5640 NW 37th Lane Rd. in Ocala, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereinafter called OEU), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: 5640 NW 37th Lane Rd. Ocala, Fl. 34482.

WITNESSETH

Whereas, a Tier 1 Renewable Generation System (RGS) is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than ten (10) kilowatts (10 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, OEU operates an electric system serving the City of Ocala; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU' electrical supply grid at the location identified above; and

Whereas, the City of Ocala and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU' ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU customers interconnected to OEU's electric system; and

Whereas, the OEU desires to provide interconnection of a RGS under conditions which will insure the safety of OEU customers and employees, reliability and integrity of its distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

(Continued on Sheet No. 21.1)

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(Continued from Sheet No. 21.0)

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and the City of Ocala Electric Utility (OEU).

2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with OEU's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

3. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify OEU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Increase in GPR above the ten kilowatt (10 kW) limit would necessitate entering into a new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 1, Tier 2 or Tier 3 agreement cover increases in GPR above two megawatts (2MW).

4. The RGS GPR must not exceed 90 percent (90%) of the Customer's OEU calculated distribution service rating at the Customer's location (including shared electric facilities). If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached. OEU will not allow a RGS GPR greater than required to offset the customer's annual kWh energy consumption (based on customer's historical consumption data or by means of estimated usage of similar type of service as determined by OEU).

5. The Customer shall not be required to pay any special fees due solely to the installation of the RGS.

6. The Customer shall fully comply with OEU's Design Standards following NEC standards as those documents may be amended or revised by OUS from time to time.

7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards (or most current version at time of inspection approval):

a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources.*
d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
e. The manufacturer's installation, operation and maintenance instructions.

(Continued to Sheet No. 21.2)

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(Continued from Sheet No. 21.1)

8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than OEU, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to OEU. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to OEU.

10. Prior to commencing parallel operation with OEU's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to OEU.

11. The Customer agrees to permit OEU, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. OEU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when OEU may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide OEU access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet OEU's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to OEU advising of the date and time at which Customer intends to place the system in service, and OEU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

(Continued on Sheet No. 21.3)

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12. The Customer's RGS must have an appropriately sized grid-tie inverter system that includes applicable protective systems. Customer certifies that the RGS equipment includes an OEU interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU's electric power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

13. If Customer adds another RGS that (i) utilizes the same OEU interactive inverter for both systems, or (ii) utilizes a separate OEU interactive inverter for each system, Customer shall provide OEU with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the OEU system when OEU's system is deenergized. The Customer shall cease to energize the OEU system during a faulted condition on the OEU system and/or upon any notice from OEU that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the OEU system prior to automatic or non-automatic reclosing of OEU's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OEU' systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on OEU system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of OEU system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to OEU's system, such that back feed from the customer-owned renewable generation system to OEU's system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to OEU and capable of being locked in the open position with an OEU padlock. When locked and tagged in the open position by OEU, this switch will be under the control of OEU.

(Continued on Sheet No. 21.4)

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17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by OEU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to OEU at least thirty (30) calendar days prior to beginning parallel operations with OEU's electric system, subject to the requirements of Section 18, below, and within one (1) year after OEU executes this Agreement.

18. Once OEU has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to an OEU representative, OEU will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. OEU requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars ($100,000.00).

20. OEU will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by OEU to Customer, and measure the energy delivered by Customer to OEU. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to OEU.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide OEU with a copy of the local building code official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

(Continued on Sheet No. 21.5)

Docusign Envelope ID: E4AB0DC8-764B-8FD8-8182-14732ED39470

23. In no event shall any statement, representation, or lack thereof, either express or implied, by OEU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any OEU inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. OEU's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, OEU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. OEU shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from OEU' electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

a. OEU system emergencies, forced outages, uncontrollable forces or compliance with prudent electric OEU practice.
b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any OEU equipment, any part of OEU's electrical distribution system or Customer's generating system.
c. Hazardous conditions existing on OEU's system due to the operation of the Customer's generation or protective equipment as determined by OEU.
d. Adverse electrical affects (such as power quality problems) on the electrical equipment of OEU's other electric consumers caused by the Customer's generation as determined by OEU.
e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of OEU.
f. When the Customer fails to make any payments due to OEU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, OEU shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from OEU's electric supply system, notify OEU that the isolation is complete, and coordinate with OEU for return of OEU's lock.

(Continued to Sheet No. 21.6)

Docusign Envelope ID: E4AB0DC8-764B-8FD8-8182-14732ED39470

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless OEU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of OEU.
b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEU's electrical distribution system, irrespective of any fault on the part of OEU.
c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without OEU's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to OEU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between OEU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days' notice of its intent to terminate this Agreement.

(Continued on Sheet No. 21.7)

Docusign Envelope ID: E4AB0DC8-764B-8FD8-8182-14732ED39470

(Continued from Sheet No. 21.6)

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and OEU's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to OEU's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and OEU agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Marion County, Florida, and OEU and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of OEU's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by OEU, including OEU's Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. OEU and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, OEU and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement, which complies with the amended statutes/rules.

(Continued on Sheet No. 21.8)

Docusign Envelope ID: E4AB0DC8-764B-8FD8-8182-14732ED39470

32. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the OEU's Net-Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU system.

33. This Agreement is solely for the benefit of OEU and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than OEU or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon OEU and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by OEU of the sovereign immunity applicable to OEU as established by Florida Statutes, 768.28.

(Continued on Sheet No. 21.9)

Docusign Envelope ID: E4AB0DC8-764B-8FD8-8182-14732ED39470

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility:

Signed by:
By: Janice Mitchell
55198B43858A4E1...

Title: CFO

Date: 7/15/2026

Customer:

By: Susan A. Murphy
(Print Name)

(Signature)

Date: 7/13/26

City of Ocala Electric Utility Account Number:

560477-270043

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

Docusign Envelope ID: E4AB0DC8-764B-8FD8-8182-14732ED39470

EDISON INSURANCE COMPANY

P.O. Box 21957 Lehigh Valley, PA 18002-1957

HOMEOWNERS DECLARATION

POLICY NUMBER	POLICY PERIOD From	To
EDH5771559-00	07/01/2026	07/01/2027
	12:01 A.M. Standard Time at the residence premises	

For Customer Service and Claims Call 1-866-568-8922 or visit www.edisoninsurance.com

NEW BUSINESS DECLARATION | Policy Form:HO3 | Effective:07/01/2026 | Date Issued:06/30/2026

INSURED:	AGENCY:
SUSAN MURPHY 5640 NW 37TH LANE RD OCALA, FL 34482-4864 **Phone: 585-813-6323**	SAN OF FLORIDA PO BOX 1438 ST PETERSBURG, FL 33731 Agency ID: 0043550 **Phone: 727-526-5707**

The residence premises covered by this policy is located at the address listed below.

5640 NW 37TH LANE RD, OCALA, FL 34482-4864

Coverage is provided where premium and limit of liability is shown, subject to terms and conditions of the policy.

COVERAGES	LIMIT OF LIABILITY	PREMIUM
SECTION I COVERAGE		
A. DWELLING	$ 359,300	$ 1,157.40
B. OTHER STRUCTURES	$ 7,186	Included
C. PERSONAL PROPERTY	$ 179,650	$ 52.93
D. LOSS OF USE	$ 35,930	Included
SECTION II COVERAGE		
E. PERSONAL LIABILITY	$ 300,000	$ 15.00
F. MEDICAL PAYMENTS	$ 5,000	$ 5.00
OPTIONAL COVERAGES		$ 100.00
See FORMS SCHEDULE on page 2 for details		
FEES AND ASSESSMENTS		$ 40.30
See FEES AND ASSESSMENTS on page 2 for details		
	TOTAL POLICY PREMIUM:	$ 1,370.63
Note: The portion of your premium for Hurricane Coverage is:		$ 496.98
Non-hurricane Premium:		$ 833.35

DEDUCTIBLES

All Other Perils Deductible: $2,500 **Sinkhole Deductible: N/A**

HURRICANE DEDUCTIBLE: 2% of Coverage A = $7,186

LAW AND ORDINANCE

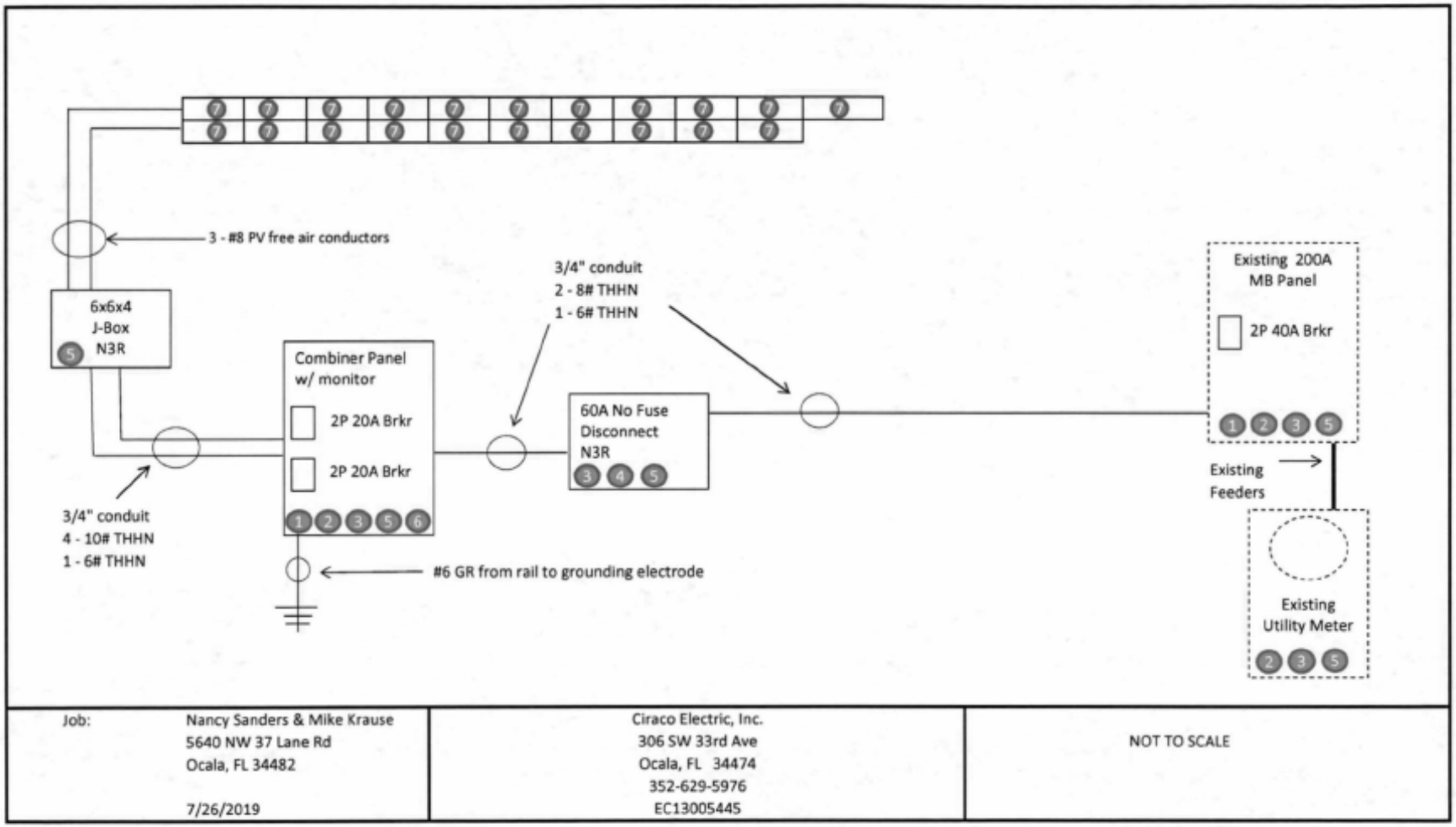
Law and Ordinance Coverage: 25%

MORTGAGEE COMPANY

NA

06/30/2026

COUNTERSIGNED BY AUTHORIZED REPRESENTATIVE | **COUNTERSIGNED DATE**



Job: Nancy Sanders & Mike Krause 5640 NW 37 Lane Rd Ocala, FL 34482 7/26/2019	Ciraco Electric, Inc. 306 SW 33rd Ave Ocala, FL 34474 352-629-5976 EC13005445	NOT TO SCALE

PLACARDS

1. WARNING - INVERTER OUTPUT CONNECTION. DO NOT RELOCATE THIS OVERCURRENT DEVICE
2. WARNING - PHOTOVOLTAIC GRID CONNECTION TO PANEL FEEDERS
3. WARNING - DO NOT TOUCH TERMINALS. TERMINALS ON BOTH THE LINE AND LOAD SIDES MAY BE ENERGIZED IN THE OPEN POSITION
4. WARNING - PHOTOVOLTAIC SYSTEM AC DISCONNECT. OPERATING CURRENT 26.25 AMPS; OPERATING VOLTAGE 240 VOLTS
5. WARNING - ELECTRIC SHOCK HAZARD. AC CONDUCTORS OF THIS PHOTOVOLTAIC SYSTEM ARE UNGROUNDED AND MAY BE ENERGIZED
6. SOLAR LIGHTS & MORE * (352) 690-9664
7. NOTE: EACH PANEL IS INSTALLED WITH A FACTORY-INTEGRATED MICROINVERTER

NOTE: All exposed Conduit to be labeled in accordance with 690.31

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Docusign Envelope ID: E4AB0DC8-764B-8FD8-8182-14732ED39470

PROJECT DESCRIPTION:

21x315 HANWHA Q.PEAK DUO-G5 (315W) MODULES
ROOF MOUNTED SOLAR PHOTOVOLTAIC MODULES

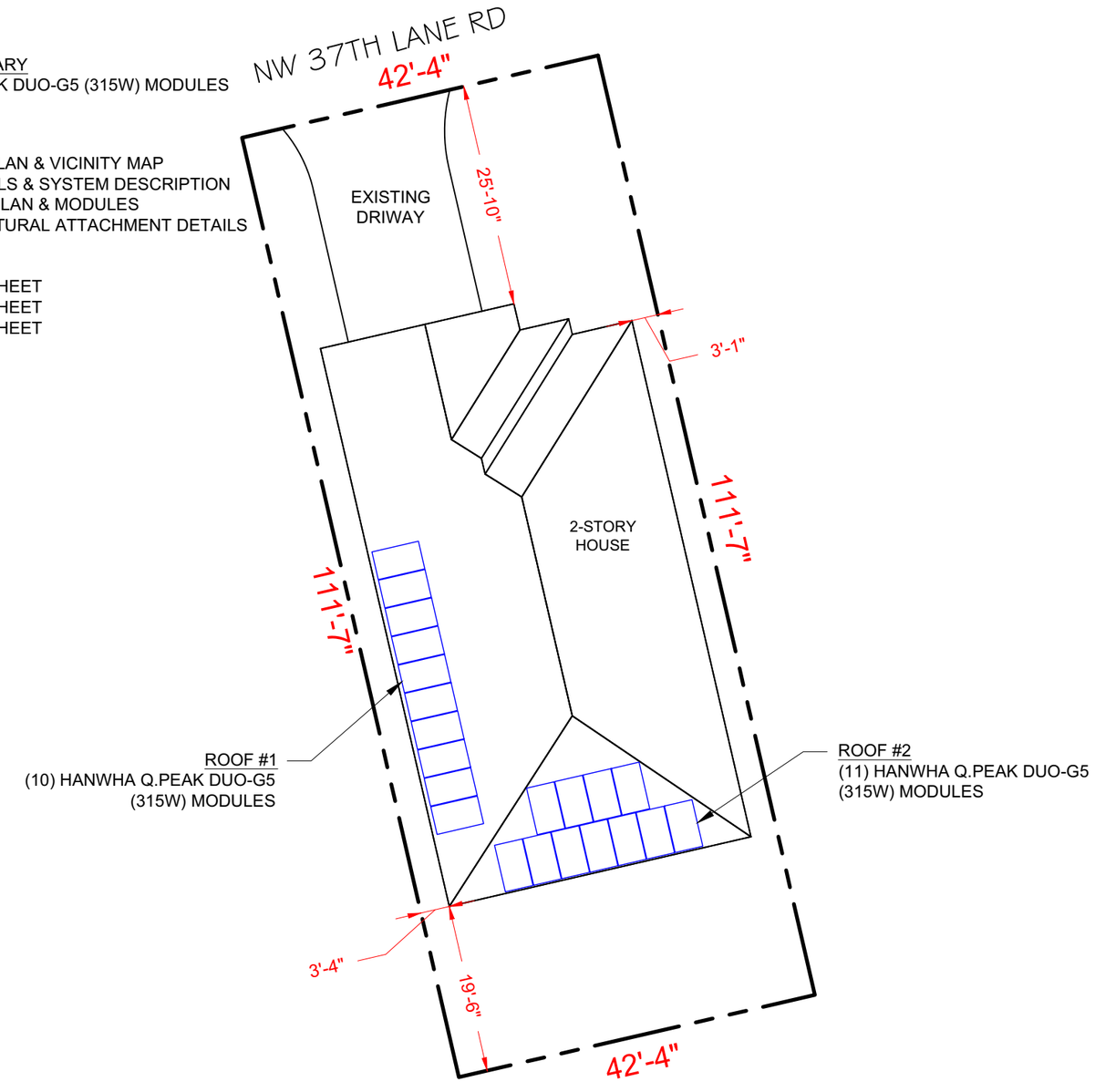
SYSTEM SIZE: 6.62 kW DC STC
ARRAY AREA #1: 181.40 SQ FT.
ARRAY AREA #2: 199.54 SQ FT.

GOVERNING CODES :
FLORIDA RESIDENTIAL CODE, 6TH EDITION 2017 (FRC)
FLORIDA PLUMBING CODE, 6TH EDITION 2017 (FPC)
FLORIDA BUILDING CODE, 6TH EDITION 2017 EDITION (FBC)
FLORIDA MECHANICAL CODE, 6TH EDITION 2017 (FMC)
NEC 2014 CODE BOOK

EQUIPMENT SUMMARY
21 HANWHA Q.PEAK DUO-G5 (315W) MODULES

SHEET INDEX

A-00	PLOT PLAN & VICINITY MAP
A-01	SYMBOLS & SYSTEM DESCRIPTION
S-01	ROOF PLAN & MODULES
S-02	STRUCTURAL ATTACHMENT DETAILS
DS-01	DATA SHEET
DS-02	DATA SHEET
DS-03	DATA SHEET



1 PLOT PLAN WITH ROOF PLAN
A-00 SCALE: 1/16" = 1'-0"

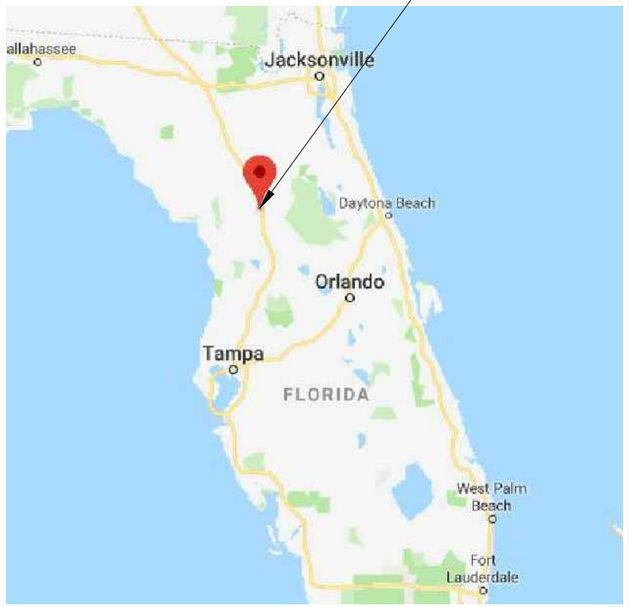
COPYRIGHTED BY CASTILLO ENGINEERING SERVICES, LLC

PROJECT SITES



2 HOUSE PHOTO
A-00 SCALE: NTS

PROJECT SITE



3 VICINITY MAP
A-00 SCALE: NTS

Castillo Engineering
DESIGNED TO PERMIT®
CASTILLO ENGINEERING SERVICES, LLC
COA # 28345
2925 W. STATE ROAD 434, SUITE 111
LONGWOOD, FL 32779
TEL: (407) 289-2575
ERMOCRATES E. CASTILLO - FL PE 52590

REVISIONS

DESCRIPTION	DATE	REV

PROJECT DEVELOPER

Signature with Seal
Ermocrates E Castillo 2019.08.01 11:32:53 -04'00'

PROJECT NAME
SANDERS RESIDENCE
5640 NW 37TH LANE RD
OCALA, FL 34482

SHEET NAME
PLOT PLAN & VICINITY MAP

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
A-00

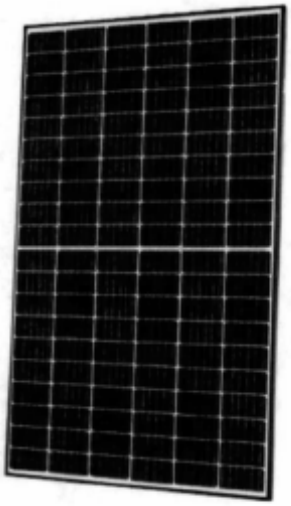
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Q.PEAK DUO-G5 315-330

Q.ANTUM SOLAR MODULE

The new Q.PEAK DUO-G5 solar module from Q CELLS impresses thanks to innovative Q.ANTUM DUO Technology, which enables particularly high performance on a small surface. Q.ANTUM's world-record-holding cell concept has now been combined with state-of-the-art circuitry half cells and a six-busbar design, thus achieving outstanding performance under real conditions — both with low-intensity solar radiation as well as on hot, clear summer days.



Q.ANTUM TECHNOLOGY: LOW LEVELISED COST OF ELECTRICITY
Higher yield per surface area, lower BOS costs, higher power classes, and an efficiency rate of up to 19.9%.

INNOVATIVE ALL-WEATHER TECHNOLOGY
Optimal yields, whatever the weather with excellent low-light and temperature behaviour.

ENDURING HIGH PERFORMANCE
Long-term yield security with Anti LID Technology, Anti PID Technology[1], Hot-Spot Protect and Traceable Quality Tra.Q™.

EXTREME WEATHER RATING
High-tech aluminium alloy frame, certified for high snow (5400 Pa) and wind loads (4000 Pa).

A RELIABLE INVESTMENT
Inclusive 12-year product warranty and 25-year linear performance warranty[2].

STATE OF THE ART MODULE TECHNOLOGY
Q.ANTUM DUO combines cutting edge cell separation and innovative wiring with Q.ANTUM Technology.

EUPD RESEARCH TOP BRAND PV MODULES EUROPE 2017

QCELLS

VDE Quality Tested
ID. 40032587

[1] APT test conditions according to IEC/TS 62804-1:2015, method B (–1500V, 168 h)
[2] See data sheet on rear for further information.

THE IDEAL SOLUTION FOR:

Rooftop arrays on residential buildings

Rooftop arrays on commercial/industrial buildings

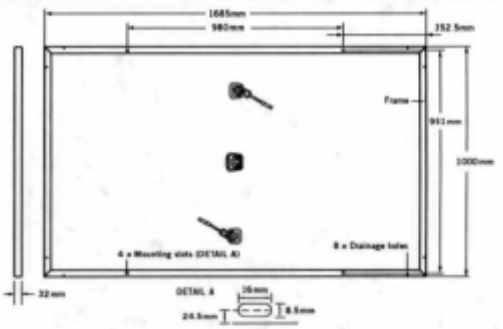
Engineered in **Germany**

QCELLS

Docusign Envelope ID: E4AB0DC8-764B-8FD8-8182-14732ED39470

MECHANICAL SPECIFICATION

Format	1685 mm × 1000 mm × 32 mm (including frame)
Weight	18.7 kg
Front Cover	3.2 mm thermally pre-stressed glass with anti-reflection technology
Back Cover	Composite film
Frame	Black anodised aluminium
Cell	6 × 20 monocrystalline Q.ANTUM solar half cells
Junction box	70-85 mm × 50-70 mm × 13-21 mm Protection class IP67, with bypass diodes
Cable	4 mm² Solar cable; (+) 1100 mm, (–) 1100 mm
Connector	Multi-Contact, MC4, IP65 and IP68

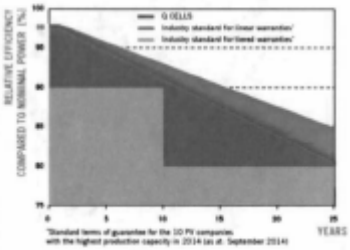


ELECTRICAL CHARACTERISTICS

POWER CLASS				315	320	325	330
MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC[1] (POWER TOLERANCE +5 W / –0 W)							
Minimum	Power at MPP[2]	P_{MPP}	[W]	315	320	325	330
	Short Circuit Current*	I_{SC}	[A]	10.04	10.09	10.14	10.20
	Open Circuit Voltage*	V_{OC}	[V]	39.87	40.13	40.40	40.66
	Current at MPP*	I_{MPP}	[A]	9.55	9.60	9.66	9.71
	Voltage at MPP*	V_{MPP}	[V]	32.98	33.32	33.65	33.98
	Efficiency[2]	η	[%]	≥18.7	≥19.0	≥19.3	≥19.6
MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NOC[3]							
Minimum	Power at MPP[2]	P_{MPP}	[W]	233.4	237.2	240.9	244.6
	Short Circuit Current*	I_{SC}	[A]	8.09	8.14	8.18	8.22
	Open Circuit Voltage*	V_{OC}	[V]	37.30	37.54	37.79	38.04
	Current at MPP*	I_{MPP}	[A]	7.51	7.56	7.60	7.64
	Voltage at MPP*	V_{MPP}	[V]	31.07	31.39	31.70	32.01

[1] 1000 W/m², 25 °C, spectrum AM 1.5 G [2] Measurement tolerances STC ±3%; NOC ±5% [3] 800 W/m², NOCT, spectrum AM 1.5 G * typical values, actual values may differ

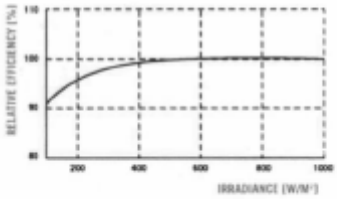
Q CELLS PERFORMANCE WARRANTY



At least 98 % of nominal power during first year. Thereafter max. 0.54 % degradation per year. At least 93.1 % of nominal power up to 10 years. At least 85 % of nominal power up to 25 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Q CELLS sales organisation of your respective country.

PERFORMANCE AT LOW IRRADIANCE



Typical module performance under low irradiance conditions in comparison to STC conditions (25 °C, 1000 W/m²).

TEMPERATURE COEFFICIENTS

Temperature Coefficient of I_{SC}	α	[%/K]	+0.04	Temperature Coefficient of V_{OC}	β	[%/K]	–0.28
Temperature Coefficient of P_{MPP}	γ	[%/K]	–0.37	Normal Operating Cell Temperature	NOCT	[°C]	45

PROPERTIES FOR SYSTEM DESIGN

Maximum System Voltage	V_{SYS}	[V]	1000	Safety Class	II
Maximum Reverse Current	I_R	[A]	20	Fire Rating	C
Push/Pull Load (Test-load in accordance with IEC 61215)		[Pa]	5400/4000	Permitted Module Temperature On Continuous Duty	-40 °C up to +85 °C

QUALIFICATIONS AND CERTIFICATES

VDE Quality Tested, IEC 61215 (Ed. 2); IEC 61730 (Ed. 1), Application class A
This data sheet complies with DIN EN 50380.

PARTNER

NOTE: Installation instructions must be followed. See the installation and operating manual or contact our technical service department for further information on approved installation and use of this product.

Hanwha Q CELLS GmbH
Sonnenallee 17-21, 06766 Bitterfeld-Wolfen, Germany | TEL +49 (0)3494 66 99-23444 | FAX +49 (0)3494 66 99-23000 | EMAIL sales@q-cells.com | WEB www.q-cells.com

Specifications subject to technical changes © Hanwha Q CELLS Q.PEAK DUO-G5_315-330_2017-07_Rev01_EN

Engineered in **Germany**

Q CELLS

Certificate Of Completion

Envelope Id: E4AB0DC8-764B-8FD8-8182-14732ED39470
Status: Completed
Subject: FOR SIGNATURES - Net Metering Agreement - Susan Murphy - ELE/260929
Source Envelope:
Document Pages: 25
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Amber Bartleson
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
7/13/2026 4:31:47 PM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/13/2026 4:32:51 PM Viewed: 7/13/2026 4:39:41 PM Signed: 7/13/2026 4:43:27 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@Ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 74.255.219.227	Sent: 7/13/2026 4:43:28 PM Viewed: 7/15/2026 8:12:43 AM Signed: 7/15/2026 8:13:44 AM
Electronic Record and Signature Disclosure: Accepted: 7/15/2026 8:12:43 AM ID: 203d61ac-2bf4-4274-b4fe-4f348d56b60c		
Chris Gowder chris.gowder@fmpa.com Chief Sys Ops & Tech Officer Security Level: Email, Account Authentication (None)	DocuSigned by: 087F58EBB34B474... Signature Adoption: Uploaded Signature Image Using IP Address: 2600:387:f:a0e::37 Signed using mobile	Sent: 7/15/2026 8:13:46 AM Viewed: 7/15/2026 8:14:19 AM Signed: 7/15/2026 8:14:30 AM
Electronic Record and Signature Disclosure: Accepted: 7/15/2026 8:14:19 AM ID: eba745b9-dfaa-410b-b538-948ea4128506		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/13/2026 4:32:51 PM
Certified Delivered	Security Checked	7/15/2026 8:14:19 AM
Signing Complete	Security Checked	7/15/2026 8:14:30 AM
Completed	Security Checked	7/15/2026 8:14:30 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

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ADMINISTRATIVE, ACTUARIAL, CONSULTING, AND RETIREMENT SERVICES AGREEMENT

This Administrative, Actuarial, Consulting, and Retirement Services Agreement ("Agreement" or "ASA") is entered into by and between City of Ocala (the "Employer"), with its principal place of business at 110 SE Watula Avenue, Ocala FL, 34471, and Marsh & McLennan Agency, LLC ("Marsh"), a North Carolina corporation, with places of business at 3318 West Friendly Avenue Suite 400, Greensboro, NC 27410 and at 111 Millport Circle, Greenville, SC 29607 (collectively, the "Parties"), as of February 17, 2026 (the "Effective Date").

Recitals

1. Administrative Services for Flexible Spending Accounts, Related Plans, and COBRA:

WHEREAS, the Employer has established the following employee benefit plan(s) and/or desires certain administrative services relating to its employee benefit plan(s) (identified with an X and described in one or more identified "A" Appendices to this Agreement):

_____*Flexible Spending Accounts ("FSAs")*: accounts for reimbursement of certain medical benefits ("Health FSA") and/or child care benefits ("Dependent Care FSA") that may be funded with employee or employer contributions. If FSA services are selected, **Appendix A-1**, which describes additional FSA services and associated fees, is incorporated into this Agreement. Also, unless the Employer is a church or a governmental employer, the Employee Retirement Income Security Act of 1974 ("ERISA") Appendix, **Appendix A-8,** is incorporated into this Agreement solely with respect to certain Health FSA services.

_____*Health Reimbursement Arrangements ("HRAs")*: accounts for reimbursement of certain medical expenses that are funded with employer contributions. If HRA services are selected, **Appendix A-2**, which describes additional HRA services and associated fees, is incorporated into this Agreement. Also, unless the Employer is a church or a governmental employer, the ERISA Appendix, **Appendix A-8**, is incorporated into this Agreement with respect to certain HRA services.

_____*Health Savings Accounts ("HSAs")*: individual employee-owned accounts to pay for certain medical expenses that may be contributed to by employees, or by employers where the employee is covered by a high-deductible health plan ("HDHP"). HSAs under this Agreement are not covered by ERISA. If HSA services are selected, **Appendix A-3**, which describes additional HSA services and associated fees, is incorporated into this Agreement.

_____*Transportation Spending Accounts ("TSAs")*: accounts intended to provide transit passes and/or qualified parking to employees of the Employer. TSAs are not covered by ERISA. If TSA services are selected, **Appendix A-4**, which describes additional TSA services and associated fees, is incorporated into this Agreement.

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_____*Coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA")*: pursuant to COBRA, if Employer provides certain health care benefits to its employees (and their dependents, as applicable), under a Plan, or Plans, upon the end of an employee's employment with the Employer and under certain other circumstances set forth in COBRA, such former employee (and dependents, as applicable) may have rights to extend certain health care benefits provided under the Plans. If COBRA services are selected, **Appendix A-5,** which describes additional COBRA services and associated fees, is incorporated into this Agreement. Also, unless the Employer is a governmental or church employer, the ERISA Appendix, **Appendix A-8**, is incorporated into this Agreement. However, note that most church plans will not provide COBRA coverage.

_____*Health and Welfare Plan Services*: administrative and additional services provided by Marsh with respect to certain health and welfare plans. If Health and Welfare Plan Services are selected, **Appendix A-6,** which describes additional Health and Welfare Plan Services and associated fees, is incorporated into this Agreement. Also, unless the Employer is a church or a governmental employer, the ERISA Appendix, **Appendix A-8**, is incorporated into this Agreement with respect to certain Health and Welfare Plan Services.

_____*Health and Welfare Actuarial and Compliance Consulting Services*: a scope of services set forth in **Appendix A-7**, which is incorporated into this Agreement.

2. Actuarial and Consulting Services for Retirement and Related Plans:

WHEREAS, the Employer has retained Marsh to provide the following services supporting retirement or post-employment benefit programs (identified with an X and described in one or more identified "B" Appendices to this Agreement).

_____*Government Retirement Plan Services*: a scope of services set forth in **Appendix B-1**, which is incorporated into this Agreement. Article 1, Article 2, and Article 3 from **Appendix B-6** are incorporated into the **Appendix B-1**.

X_____*Governmental Plans with Other Post-Retirement Benefits Other than Pensions*: a scope of services set forth in **Appendix B-2**, which is incorporated into this Agreement. Article 1, Article 2, and Article 3 from **Appendix B-6** are incorporated into the **Appendix B-2**.

_____*Other Post-Retirement Benefits Other than Pensions*: a scope of services set forth in **Appendix B-3**, which is incorporated into this Agreement. Article 1, Article 2, and Article 3 from **Appendix B-6** are incorporated into the **Appendix B-3**. Also, unless the Employer is a church or a governmental employer, Article 4 from **Appendix B-6**, is incorporated into the **Appendix B-3**.

_____*Supplemental Executive Retirement Plans and Other Similar Agreements*: a scope of services set forth in **Appendix B-4**, which is incorporated into this Agreement. Article 1, Article 2, Article 3, and Article 5 from **Appendix B-6** are incorporated into the **Appendix B-4**. Also, unless the Employer is a church or a governmental employer, Article 4 from **Appendix B-6**, is incorporated into the **Appendix B-4**.

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_____*Tax Qualified Retirement Plan Services*: a scope of services set forth in **Appendix B-5**, which is incorporated into this Agreement. Article 1, Article 2, Article 3, Article 5, and Article 6 from **Appendix B-6** are incorporated into the **Appendix B-5**. Also, unless the Employer is a church or a governmental employer, Article 4 from **Appendix B-6**, is incorporated into the **Appendix B-5**.

NOW, THERFORE, in consideration of the mutual covenants contained herein, and such other consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree as follows.

Article 1. Definitions

1.1. "Affiliate" means a business entity that controls (i.e., parent), is controlled by (i.e., subsidiary), or under common control with (i.e., sister company) a Party to this Agreement.

1.2. "Applicable Law" means all applicable federal, state, and local laws, rules, regulations, codes, constitutions, treaties, orders, or decisions of any governmental authority, as may be amended.

1.3. "Business Day" means any day in which Marsh is operating under normal business conditions.

1.4. "Employee" means an employee of the Employer.

1.5. "Nonpublic Personal Information ('NPI')" means personally identifiable financial information about Plan participants and includes, without limitation, any list, description, or other grouping of Plan participants (and publicly available information pertaining to them) that is derived using any nonpublic personal information.

1.6. "Personal Information" means NPI and PHI, collectively.

1.7. "Plan(s)" means all employee benefit plans, for which Marsh is providing administrative services under this ASA and all retirement and related plans for which Marsh is providing actuarial, administrative and consulting services under this ASA.

1.8. "Protected Health Information ('PHI')" means information related to the past, present or future physical or mental health or condition of a Plan participant, the provision of healthcare to a Plan participant, or the past, present or future payment for the provision of healthcare to a Plan participant and that identifies the Plan participant or with respect to which there is a reasonable basis to believe the information can be used to identify the Plan participant.

1.9. "Summary Plan Description" ('SPD')" is a document summarizing the Plan(s), as the term is defined in, and which terms and manner are regulated by, the Employee Retirement Income Security Act of 1974 ("ERISA").

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Article 2. Services of Marsh and Relationship Between the Parties

2.1. Marsh Services.

Marsh shall directly, or indirectly through subcontractors, perform those services set forth in this Agreement and in any applicable Appendix selected by the Employer, above.

2.2. Relationship Between the Parties.

2.2.1. The relationship between Marsh and the Employer/Plan(s) under this Agreement shall be that of independent entities contracting with each other solely for the purpose of carrying out the purposes of this Agreement (each Party being solely an independent contractor of the other). Neither of the Parties, nor any of their employees or agents, shall be construed to be the employee, partner, or joint venturer of the other Party; nor shall this Agreement create any relationship of principal and agent, or of franchiser and franchisee, between the Parties.

2.2.2. It is expressly understood and agreed that neither Party hereto has, nor shall have, authority to make any representation, warranty, or binding commitment on behalf of the other Party. Neither Party shall be responsible for, nor incur any liability with respect to, the debts or the acts, or the failure to act, of the other Party.

2.2.3. Except for any functions where Marsh has specifically acknowledged fiduciary responsibility in an Appendix, Marsh shall not be a fiduciary under Applicable Law with respect to: the Employer, any of the Employer's employees, or any Plan participant or beneficiary. Employer is responsible for administering the Plan(s) in all respects with the assistance of Marsh for the specific tasks set forth in this Agreement or in any applicable Appendix.

2.2.4. The Employer delegates to Marsh the administration and processing of claims, if any, as stated in any applicable Appendix. Marsh will review and administer claims for payment or denial. Subject to the final authority of the Employer, Marsh shall have discretionary authority to determine the validity of the claims and charges submitted for reimbursement under the Plan(s). Provided, however, that if an appeal/request for review is filed by a participant or beneficiary on any denied claim, Employer will decide any such appeal/request for review.

Article 3. Duties and Liabilities of the Employer

3.1. Administrative Charges for Services.

3.1.1. The Employer agrees to pay Marsh the fees set forth in any applicable Appendix.

3.1.2. Fees may be modified in accordance with: (a) an applicable Appendix or (b) Sections 3.3 and 3.6 of this Agreement.

3.2. Plan or Employer Changes.

The Employer shall notify Marsh immediately if there are any organizational changes to the legal form, structure, or ownership of the Employer or Affiliates, or changes to the applicable Plan.

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3.3. Change in Census Data.

If Employer census data fluctuations of plus or minus twenty percent (+/- 20%) occur after the Effective Date of this Agreement, Marsh may modify the fees specified in any applicable Appendix. If the Parties are unable to reach agreement on the modified fees or services provided under this Agreement, the Parties may decide either to (a) continue the Agreement under its original/prior terms or (b) mutually terminate this Agreement.

3.4. Liability for Benefits.

The Employer has ultimate and sole liability for the payment of claims under the Plan(s) and all expenses incident thereto. In no event shall Marsh be liable for the payment of any claims or expenses under the Plan(s) from its own funds.

3.5. Disclosure to Participants.

The Employer acknowledges that it is the Employer's responsibility, and not Marsh's, to provide any of the Plan(s)' participants with any required disclosure of any of the Plan(s)' terms including an SPD, if any, a Plan document, or any other required disclosure of the Plan(s)' terms.

3.6. Plan Documents.

The Employer has final authority over the Plan design and is solely responsible for determining the legal and tax status of any Plan document or SPD, as required by Applicable Law. The Employer will consult with its own legal counsel to determine the legal sufficiency and validity of the Plan document and SPD.

The Employer shall provide Marsh with copies of the Plan document, each amendment to the Plan document, the trust agreement (if any), and the SPD. Plan updates, modifications, or amendments shall be communicated in writing by the Employer to Marsh within ten (10) calendar days following the adoption of such change. If any such change materially increases Marsh's obligations and duties under this Agreement, Marsh may adjust its fees by notifying the Employer in writing.

3.6.1. Retirement Plan Documents.

a. Marsh Sponsored Documents. If the Employer uses the Volume Submitter Plan documents sponsored by Marsh, the Employer shall not add to, delete, or modify their form or content, except as approved in writing by Marsh. As the sponsor of the Volume Submitter Plan documents, Marsh shall be responsible for updating and amending the documents to retain Internal Revenue Service ("IRS") approval. The Employer is responsible for selections made in the Volume Submitter document (if applicable). Based on the Employer's selections in the Volume Submitter document, Marsh will provide an SPD. Employer shall provide signed copies of the Plan documents to Marsh, after execution, and this shall be done without any request from Marsh being necessary.

b. Non-Marsh Sponsored Documents. If the Employer does not use the Plan documents sponsored by Marsh, the Employer is responsible for updating and amending the Plan

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documents, and is further responsible for filing with the IRS to obtain an individual determination letter for its Plan if the Employer decides to apply for such individual determination letter.

3.6.2. Welfare Plan Documents.

a. Marsh Sponsored Documents. If the Employer uses the Plan documents prepared by Marsh for services provided pursuant to Appendix A-1, Appendix A-2, Appendix A-4, and Appendix A-6, the Employer shall not add to, delete, or modify their form or content, except as approved in writing by Marsh. Marsh will notify the Employer of any change in ERISA or the Code that may require an amendment to the Plan document(s) and/or summary of material modifications ("SMM") to the SPD and Marsh will update and amend Plan documents and SPDs. If the Employer desires to make discretionary Plan design changes, the Employer must notify Marsh in a timely manner and Marsh will draft the Plan amendment and SMM.

Marsh uses templated solutions containing a number of options for Plan design. However, if the changes requested by the Employer do not fit into the templated solution, there may be an extra fee for document preparation and consulting to be determined by the Parties.

If the Employer modifies the Plan documents without written permission by Marsh, as required in this Section 3.6.2, Marsh will have no further obligation for ongoing compliance maintenance.

b. Non-Marsh Sponsored Documents. If the Employer does not use the Plan documents prepared by Marsh, the Employer is responsible for updating and amending the Plan documents to maintain the validity of the Plan(s) under Applicable Law.

3.6.3. Final Arbiter.

The Employer shall be the final arbiter as to the interpretation of the Plan(s) and as to the payment of benefits. Marsh shall consult with the Employer in the event of any questions regarding interpretation of the Plan. If the Employer desires to notify Marsh of a particular interpretation or to give special instructions, the Employer shall notify Marsh in writing of such interpretation or instructions.

3.7. Medical Records.

Employer shall (a) notify each Plan participant and provide each with an opportunity to opt out of (if required), or (b) obtain from each Plan participant such written authorization for (if required), the release of any Personal Information, in accordance with Applicable Law (including, without limitation, the Health Insurance Portability and Accountability Act ("HIPAA") and the Gramm-Leach-Bliley Act ("GLBA")), to permit Employer and Marsh to perform their respective obligations under this Agreement.

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3.8. Required Data.

The Employer will provide Marsh, on a timely basis, with accurate and complete data in the format acceptable to Marsh. In the course of administering the Plan(s), various communications and transmissions of data between the Employer and Marsh may occur by electronic means. Marsh is authorized and instructed to act on such communications and transmissions without further inquiry into their source or validity.

3.9. Custody of Forms.

The Employer will be responsible for the collection and physical custody of all forms, including but not limited to, Participant and beneficiary designation forms, forms relating to Section 125 plans, any applicable annuity waiver forms, benefit election forms, tax withholding forms, death certificates, and other relevant documents.

Article 4. Indemnification & Limitation of Liability

4.1. Indemnification.

Each Party ("Indemnifying Party") will defend, indemnify, and hold harmless the other Party and their respective Affiliates, directors, officers, employees, agents, attorneys, representatives, successors, and assigns ("Indemnitees") from, and against, any and all third party claims, demands, or notices (direct or indirect) in whatever form and regardless of whether a claim lacks merit, asserted against any Indemnitee with respect to actual or alleged liabilities, damages, losses, claims, demands, assessments, actions, causes of action, and costs (including reasonable attorneys' fees and expenses), arising out of, or resulting from, any of the following:

4.1.1. Any damage to or loss of property caused by the Indemnifying Party in the performance of the Indemnifying Party's obligations under this Agreement; and

4.1.2. In the case of Employer, in the event of any of the following: (a) incorrect or incomplete data or instructions to Marsh, (b) failure to notify Marsh of Plan terms and changes, and (c) Employer's breach of Plan fiduciary or other duties to employees/participants or beneficiaries under Applicable Law (collectively "Claims").

4.1.3. No Waiver of Sovereign Immunity. Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

4.2. Indemnification Procedures.

If a third party makes a Claim subject to indemnification hereunder and the Indemnitee intends to seek indemnification from the Indemnifying Party, the Indemnitee shall give notice of the Claim to the Indemnifying Party, including a brief description of the Claim, if known; provided, however, that failure to provide such notice shall not relieve the Indemnifying Party of its obligations under this Agreement except to the extent prejudiced by such failure. Upon giving such notice, the Indemnifying Party is obligated to defend the Indemnitee against such Claim and is entitled to assume control of the defense of the Claim with counsel chosen by the Indemnifying Party. At the

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Indemnifying Party's request and expense, the Indemnitee shall, to a commercially reasonable extent, cooperate fully with and assist the Indemnifying Party in its defense against such Claim in all reasonable respects. Notwithstanding the foregoing, the Indemnitee shall have the right, at its own expense, to employ separate counsel in any such action, but the role of such counsel shall only be supportive of the Indemnifying Party's counsel. Neither the Indemnifying Party nor any Indemnitee shall be liable for any settlement of any Claim effected without its consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, the Indemnitee shall retain, assume, or reassume sole control over all expenses relating to every aspect of the defense of a Claim that it believes is not the subject of indemnification hereunder.

4.3. Limitation of Liability.

4.3.1. For the services provided under this Agreement, Marsh will be liable for errors or omissions only if such errors or omissions result from intentional malfeasance, gross negligence or fraud on the part of Marsh. In no event shall Marsh be liable if such errors or omissions occur due to any inaccurate or incomplete data received by Marsh, failures in data transmission or computer software (including data transmitted to Marsh in a format that is unacceptable to Marsh), or a force majeure beyond the control of Marsh.

4.3.2. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (OR ANY OF ITS AFFILIATES PROVIDING OR RECEIVING THE SERVICES ELECTED UNDER THE RECITALS AND PROVIDED HEREUNDER) BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR LOSSES OR DAMAGES WHICH FALL INTO ANY OF THE FOLLOWING CATEGORIES: (A) LOST REVENUES; (B) LOST PROFITS; (C) LOSS OF BUSINESS; (D) TRADING LOSSES; OR (E) ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ANY OF THE FOREGOING LOSSES OR DAMAGES RESULTING FROM EMPLOYER'S USE OF THE SERVICES PROVIDED HEREUNDER, OR ARISING FROM ANY BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF THE RELEVANT PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. IN ANY EVENT, THE LIABILITY OF ONE PARTY TO THE OTHER FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF FEES PAID TO Marsh DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM AND THEN ONLY TO THE EXTENT THE FEES RELATE TO THE SERVICES OR WORK PRODUCT CONTAINING ANY ALLEGED ERRORS OR OMISSIONS.

4.4. Disclaimer.

THE SERVICES ELECTED IN THE RECITALS ARE PROVIDED HEREUNDER "AS IS," AND ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS OR CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, QUALITY OF INFORMATION, QUIET ENJOYMENT OR OTHERWISE (INCLUDING IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT)

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ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIMED AND EXCLUDED FROM THIS AGREEMENT.

Article 5. Term & Termination

5.1. Term.

5.1.1. With respect to Administrative Services for FSAs, HRAs, HSAs, TSAs, Health and Welfare Plan Services and Health and Welfare Actuarial and Compliance Consulting Services, and COBRA, **Appendices A-1, A-2, A-3, A-4, A-5, A-6, and A-7,** unless separately addressed in an applicable Appendix, the term of this Agreement commences on the Effective Date and continues for a period of two (2) years thereafter ("Initial Term"). Following the Initial Term, the Agreement will renew for subsequent two (2) year periods (each a "Renewal Term") upon written agreement between the parties, unless earlier terminated in accordance with the terms of this Agreement.

5.1.2. With respect to Actuarial and Consulting Services for Retirement and Related Plans, **Appendices B-1, B-2, B-3, B-4, B-5, and B-6** unless separately addressed in an applicable Appendix, the term of this Agreement commences on the Effective Date and remains in effect until terminated by the Employer or Marsh. Either party may terminate this Agreement with respect to Actuarial and Consulting Services for Retirement and Related Plans by providing the other Party with at least thirty (30) days' prior written notice of its intent to terminate this Agreement, unless earlier terminated in accordance with the terms of this Agreement.

5.2. Termination.

5.2.1. Either Party may terminate this Agreement immediately, without advance notice, for the following acts of or by the other Party: gross negligence, willful misconduct, or a breach of the confidentiality obligations set forth herein.

5.2.2. Either Party may terminate this Agreement if the other Party breaches, or is otherwise in default of, any material obligation under this Agreement if the default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of default from the non-defaulting Party or within any additional cure period as the non-defaulting Party may authorize in writing.

5.2.3. Either Party may terminate this Agreement immediately upon notice to the other Party if the other Party: (a) becomes insolvent, (b) makes a general assignment for the benefit of creditors, (c) suffers or permits the appointment of a receiver for its business or assets, (d) becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, (e) ceases doing business in the ordinary course, (f) has wound up, dissolved or liquidated, voluntarily or otherwise, and/or (g) makes an assignment or delegation in violation of this Agreement. Employer acknowledges and agrees that its right to terminate this Agreement pursuant to this Section 5.2 is strictly subject to Marsh's regulatory compliance obligations with respect to ensuring continuity of service and safety/soundness as determined by Marsh's legal counsel in Marsh's discretion.

5.3. Effect of Termination.

Any unsatisfied payment obligations remaining at the time of termination or expiration of this agreement will survive the termination or expiration of this Agreement. The Parties will cooperate

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with and assist each other in any necessary and appropriate notification of participants, beneficiaries, regulators, and other interested parties in the event of a termination or expiration. The Parties will cooperate with and assist each other in the transfer of administrative data and documentation in the other's possession that may be necessary relating to the continued servicing of the Plan(s). Marsh reserves the right to charge for the time and costs incurred in the preparation and transmission of such records to Employer. Invoices are issued as work progresses, customarily on a monthly basis, with payment due upon receipt. Any amount past due by more than thirty (30) days may have interest added at the rate of 1.5% per month. Amounts past due by more than ninety (90) days may result in interruption of service. Upon termination of services or engagement of additional service providers, any past due amounts must be resolved in order to provide information to, or consulting with or in relation to, new or additional providers. Upon the provision of such records to Employer, Employer agrees to assume all record keeping obligations pertaining to such records that may arise under Applicable Law.

Article 6. Confidentiality

6.1. Confidential Information.

"Confidential Information" includes, but is not limited to, the following information relating to or provided by a Party, its Affiliates, employees or contractors ("Disclosing Party") to the other Party, its Affiliates, employees or contractors ("Receiving Party"), whether such information is written or oral, electronic or in other form, including, but not limited to: trade secrets, know-how, ideas, customer surveys, customer lists, questionnaires, research, products and product plans, services, software developments, inventions, methodologies, designs, drawings, diagrams, flowcharts, financial information, manuals, business strategies, processes and policies, technical descriptions and information, markets, and/or marketing plans. Confidential Information also includes any reports or documents that include, summarize, are based on, or refer to Confidential Information and all derivative works of any Confidential Information. Confidential Information includes all Personal Information. Confidential Information also includes information contained in this Agreement or any Appendix.

6.2. Ownership.

All Confidential Information shall remain the property of the Disclosing Party.

6.3. Handling of Confidential Information.

6.3.1. Each Party agrees to (a) treat as confidential all Confidential Information of the Disclosing Party furnished to the Receiving Party pursuant to this Agreement in accordance with the provisions of this Article 6, and to take, or abstain from taking, other actions set forth herein, and (b) implement or maintain reasonable security measures to maintain the confidentiality of the Confidential Information.

6.3.2. Confidential Information will be used solely for the purpose of fulfilling the Receiving Party's obligations hereunder, and will be kept confidential by the Receiving Party, its Affiliates, and their respective officers, directors, members, employees, representatives, contractors, consultants, agents, and advisors, provided, however, that: (a) any of such Confidential Information may be disclosed to officers, directors, members, employees, Affiliates,

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representatives, contractors, consultants, agents, and advisors of the Receiving Party who need to know such Confidential Information for the purpose of fulfilling each Party's obligations hereunder and who are under obligations of confidentiality no less stringent than those contained herein, (b) the Receiving Party may disclose any Confidential Information to which the Disclosing Party previously and expressly consents in writing, and (c) either Party may disclose that portion of the Confidential Information to the extent and in the manner required to satisfy its obligations under Applicable Law.

6.4. Notice.

A Party intending to make any disclosure under Section 6.3.2(c) shall provide to the other Party reasonable advance notice of such requirement, if possible, and reasonable opportunity to seek a court order or other relief preventing such disclosure.

6.5. Return of Confidential Information.

Upon termination or expiration of this Agreement and request of the Disclosing Party, each Party will return to the other Party all materials containing or reflecting the Confidential Information and will not retain any copies, extracts, or other reproductions thereof unless otherwise specified in this Agreement.

6.6. Limitations.

These restrictions shall not apply to any part of the Confidential Information which (a) was at the time of disclosure or thereafter becomes generally available to the public other than as a result of a breach of the Receiving Party's obligations hereunder; (b) was at the time of disclosure, as shown by the Receiving Party's records, already in the Receiving Party's possession on a lawful basis; (c) is lawfully acquired by the Receiving Party after the time of the disclosure through a third party under no obligation of confidence to the Disclosing Party; or (d) was independently developed by the Receiving Party without use or reliance on the Confidential Information by the Receiving Party.

6.7. Public Records. **PUBLIC RECORDS.** Marsh shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Marsh shall:

a. Keep and maintain public records required by the public agency to perform the service.

b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Marsh does not transfer the records to the public agency. If Client receives a request for information that includes Marsh's Confidential Information, Client will provide prompt notice to Marsh to allow Marsh to assert any applicable exceptions to disclosure to the extent permitted by law.

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d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Marsh or keep and maintain public records required by the public agency to perform the service. If Marsh transfers all public records to the public agency upon completion of the contract, Marsh shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Marsh keeps and maintains public records upon completion of the contract, Marsh shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF MARSH HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MARSH'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

7.1. GLBA.

Article 7. Privacy (GLBA & HIPAA) & Business Associate Agreement

Each Party agrees to comply with applicable privacy provisions of GLBA and the rules promulgated thereunder and as may be amended or superseded from time to time.

7.2. Non-Disclosure of Personal Information.

Neither party shall disclose any Personal Information pertaining to, or related to, any Employee unless it shall have received the Employee's consent to the release of such information, or as required or permitted by law.

7.3. Business Associate Agreement.

With respect to HIPAA and any service where PHI is used or transmitted, the parties will execute a Business Associate Agreement ("BAA"), contemporaneously with the execution of this Agreement, with said BAA being incorporated herein by reference. Furthermore, Parties warrant that:

a. The Plan shall be a Party to the BAA; and

b. The Employer, through the authority of the undersigned, can bind the Plan as a Party to the BAA.

7.4. Breach of Personal Information.

In the event any Party becomes aware of a breach of Personal Information, written notice shall be sent to the other Party within thirty (30) days of discovering such breach (even if at the time the notifying Party does not have all the details concerning the breach). The notice shall contain the information required by any Applicable Law and any other additional and relevant information

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reasonably requested by the other Party. Breach of PHI is governed by the BAA entered into between the Parties.

7.5. Return of Personal Information.

When Personal Information is no longer required in connection with performance of services or any other obligation under this Agreement, or upon termination of the Agreement, the applicable Party shall destroy or return all Personal Information as promptly as reasonably possible, and shall retain no copies thereof, except that any Party may retain such records, including Personal Information, as required by Applicable Law or by the Party's own record retention policies or standards.

Article 8. Proprietary Rights

8.1. Marsh Property.

8.1.1. Employer agrees that, as between Employer and Marsh, Marsh and its Affiliates and/or their respective licensors own exclusively, and throughout the world, all right, title, and interest in and to all new technology, tools, deliverables, interfaces, content, and applications used, provided, or developed by Marsh, in all cases including, without limitation, data, source codes, object codes, HTML or XML code, operating instructions, interfaces, and documentation, program images and text viewable on the internet developed for or relating thereto, together with all modifications, revisions, changes, copies, partial copies, translations, compilations, partial copies with modifications, and derivative works thereto (collectively, the "Marsh Property").

8.1.2. All Marsh Property shall constitute the Confidential Information of Marsh.

8.2. Works Made for Hire.

All Marsh Property is deemed to be "works made for hire" and made in the course of services rendered and will belong exclusively to Marsh, with Marsh having the right to obtain, and to hold in its name, patents, copyright registrations, or trademark or service mark registrations, or such other protections as may be appropriate to the subject matter, and any extensions and renewals thereof. To the extent that exclusive title and/or ownership rights may not originally vest in Marsh as contemplated hereunder (e.g., may not be deemed works made for hire) in any Marsh Property, Employer hereby agrees to promptly and irrevocably assign, transfer, and convey to Marsh all right, title, and interest therein. Employer and its personnel shall give Marsh, and/or any Marsh's designee, all reasonable assistance and execute all documents necessary to assist and/or enable Marsh to perfect, preserve, register, and/or record its rights in such Marsh Property.

8.3. Irreparable Injury.

Employer acknowledges that the breach or threatened breach of any or all of this Article 8 or the wrongful use of Marsh Property, may cause Marsh irreparable injury for which monetary damages may not make Marsh whole. Accordingly, in addition to all other available remedies, the Employer agrees that Marsh shall be entitled to seek equitable or injunctive relief in the event of an actual, threatened, or attempted breach by Employer of any such provision.

Article 9. Miscellaneous

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9.1. Maintenance of Records.

Marsh will maintain all relevant records related to the services provided hereunder in accordance with reasonable standards of record keeping and Applicable Law.

9.2. Electronic Transmission of Data.

In the course of administering the Plan, various communications and transmissions of data between the Employer and Marsh may occur by electronic means. The Employer authorizes and instructs Marsh to act on such communications and transmissions, without further inquiry into their source or validity. Marsh will use commercially reasonable efforts to maintain and operate the systems carrying such communications. Neither party will be responsible for interruptions in such communications caused by circumstances outside of its reasonable control.

9.3. Audit Rights.

The accounts and records of each Party pertaining to the services covered by this Agreement shall be subject to audit and inspection by the other Party or its authorized representative at all reasonable times, upon thirty (30) days' advance written notice, including any time within ninety (90) days after termination or expiration of this Agreement. Such audit shall be at the sole expense of the Employer. Such audit shall not, however, without the agreement of both Parties, exceed one (1) per calendar year unless otherwise required by Applicable Law.

9.4. Assignment.

This Agreement will be binding on the Parties and their successors and permitted assigns. Neither Party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the other Party's written consent, except that Marsh may assign this Agreement without the Employer's consent (a) upon thirty (30) days' prior written notice to Employer, or (b) in the event of an insolvency of any parent company (or companies) of Marsh or any merger or acquisition resulting in a successor-in-interest to Marsh or its Affiliates, without notice to Employer. A permitted assignment shall not release the assigning Party from its obligations under this Agreement arising prior to the date of assignment. Any attempted assignment or delegation of any rights, duties, or obligations in violation of this section will be invalid and without effect.

9.5. Force Majeure.

To the extent permitted by Applicable Law, if any Party should fail in whole or in part to fulfill its obligations under this Agreement as a consequence of acts of God, fire, explosion, strikes, floods, earthquakes, embargoes, war, acts of terrorism or riot, such failure to perform shall not be considered a breach of this Agreement during the period of such disability and for a reasonable time thereafter, except that Employer is at all times responsible for its payment obligations to Marsh hereunder. In the event of any force majeure occurrence, the disabled Party shall use its best efforts to meet its obligations as set forth in this Agreement. The disabled Party shall promptly and in writing advise the other Party if it is unable to perform due to a force majeure event, of the expected duration of such inability to perform, and of any developments (or changes therein) that appear likely to affect the ability of that Party to perform any of its obligations hereunder in whole or in part.

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9.6. Third-Party Beneficiaries.

The Parties to this Agreement do not intend to make any other party a "third-party beneficiary" of this Agreement. Only the Parties to this Agreement have rights to enforce this Agreement or to prevent it from being modified or terminated.

9.7. Notices.

Any notice, request, agreement, consent, demand, or other communication required or permitted to be given by this Agreement must be in writing and must be: (a) personally delivered (which shall be deemed to have been received on the day it is personally delivered), (b) sent by e-mail, or other direct written electronic means with confirmed receipt (for which notice shall be deemed to have been received on the date on which it was confirmed received by the recipient thereof), or (c) sent by registered or certified mail, or via a commercially recognized overnight courier service (for which notice shall be deemed to have been received on the third (3rd) Business Day following the date on which it is mailed or on the first (1st) Business Day following dispatch to an overnight courier) to the Parties at the addresses set forth on the last page of this Agreement.

9.8. Severability.

If any term or provision of this Agreement is held invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be impaired or affected, and each other term and provision will continue in full force and effect and will be valid and enforceable to the fullest extent permitted by Applicable Law.

9.9. Survival.

The following Sections of the Agreement shall survive termination or expiration of any term as well as any provisions that by their nature are intended to survive beyond termination: Article 4, Section 5.3, Article 6, Article 7, Article 8, and Article 9, except for Sections 9.3, 9.4, 9.10.

9.10. Amendment and Waiver.

No amendment or modification to this Agreement will be effective unless in writing and signed by duly authorized representatives of both Parties. No term or provision of this Agreement will be deemed waived and no breach excused unless the waiver is in writing and signed by an authorized representative of the Party claimed to have waived the condition or excused the breach. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provision of this Agreement.

9.11. Dispute Resolution.

The Parties will cooperate at all times in good faith. In the event of any dispute which cannot be readily resolved within thirty (30) days, Employer will escalate the matter to its senior management and Marsh to its senior management, who will meet in person or by telephone within fifteen (15) Business Days of receipt of notice of the dispute, to attempt to resolve the open issues. Except where clearly prevented by the area in dispute, both Parties shall continue performing their obligations under this Agreement while the dispute is being resolved and until either the dispute is resolved or this Agreement is terminated as provided herein. Neither Party shall initiate litigation related to a dispute unless and until the Parties have complied with, or waived, this dispute

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resolution procedure.

9.12. Entire Agreement.

This Agreement (including any Appendices, any schedules, any exhibits, and any BAA, hereto) constitutes the entire agreement between the Parties pertaining to the subject matter contained in this Agreement and supersedes all prior and contemporaneous agreements and understandings of the Parties with respect to the matters addressed in this Agreement. Any terms and conditions varying from this Agreement on any order, invoice, or other notification from either Party, are not binding on the other unless specifically accepted in writing by the other. All rights, remedies and warranties set forth in this Agreement are cumulative of, and in addition to, any other rights, remedies and warranties set forth in this Agreement, or at law, in equity, or otherwise. Each Party to this Agreement has reviewed and had an opportunity to revise this Agreement. The Parties agree that the normal rule of construction, to the effect that any ambiguities are to be resolved against the drafting Party, will not be employed in the interpretation of this Agreement.

9.13. Governing Law.

9.13.1. This Agreement, and all claims or controversies arising hereunder, will be governed by and construed in accordance with the substantive laws of the State of Florida, excluding that State's choice-of-law principles.

9.13.2. The Parties consent to venue in the State of Florida and to the non-exclusive jurisdiction of the United States District Court for the Middle District of Florida, for all litigation which may be brought regarding the terms of, and the transactions and relationships contemplated by, this Agreement.

9.14. Counterparts.

This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will constitute the same Agreement. Any copy of this Agreement made by reliable means (e.g., photocopy or facsimile) is considered an original. This Agreement (including any Appendices, any schedules, any exhibits, and any BAA, hereto) which by its terms requires signature by each of the Parties thereto, may be signed by a Party by applying a digital signature of an authorized representative of the Party, and in such case, the digital signature will have the same force and effect as if such authorized representative had applied his or her ink signature to the Agreement or any such attachment. A Party objecting to the use of a digital signature as a means of execution may, at the time of execution, request that the Parties sign by ink signature. Failure to object at the time of execution constitutes the Party's agreement to the use of digital signatures.

9.15. Inconsistency in Language.

If there is any inconsistency between language in this Agreement and language in any Appendix, or schedule, the language in the Appendix or schedule will control.

9.16. Expiration.

If the Employer does not execute the Agreement within forty-five (45) days of receipt of the Agreement, this Agreement and the relevant Appendices are void unless the parties agree otherwise.

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Article 10. Execution/Signatures

By signing below, each Party hereby agrees to the terms and conditions of this Agreement.

City of Ocala	Marsh & McLennan Agency, LLC
Signed by: By: Janice Mitchell 55198B43858A4E1... Date: 7/15/2026	Signed by: By: Myiah Gauntlett 1B32F518468F4EA... Date: February 17, 2026
Name: Janice Mitchell	Name: Myiah L. Gauntlett, ASA, MAAA, EA
Title: Chief Financial Officer	Title: Vice President / Consulting Actuary
Address for notices: 110 SE Watula Avenue Ocala, FL, 34471 notices@ocalafl.gov	Address for notices: 3318 West Friendly Avenue, Suite 400 Greensboro, NC 27410
With a copy to:	With a copy to:
Approved as to form and legality: Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... William E. Sexton, Esq. City Attorney cityattorney@ocalafl.gov	

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APPENDIX B-2 (GOVERNMENTAL PLANS WITH OTHER POST-RETIREMENT BENEFITS OTHER THAN PENSIONS) TO THE ASA

This Appendix B-2 to the Administrative, Actuarial, Consulting, and Retirement Services Agreement ("ASA") is entered into by and between City of Ocala (the "Employer") and Marsh & McLennan Agency, LLC ("Marsh"), (collectively, the "Parties"). All defined terms in the ASA are applicable to this Appendix B-2.

Article 1. Scope of Engagement

The following plan is subject to this Appendix B-2 (the "Plan"):

Plan Name: **City of Ocala OPEB Plan**

Marsh agrees to provide the services listed below for the identified Plan and Employer, at the fee estimates shown. Successful operation of a retirement or post-employment benefit program involves many areas of expertise, including trust services, financial planning, investment advice, tax advice, legal services, and more. The Employer in its role as fiduciary, Plan Sponsor, and Plan Administrator, should engage professionals in the various areas of expertise to supply services to the Plan or to the Employer on behalf of the Plan. All information in this Appendix is proprietary and confidential.

Article 2. Engagement of Services Commencement

The engagement for services listed below begins with respect to the 2026 fiscal year-end. Pending further discussion with the Employer to confirm, the next GASB accounting valuation will be performed for the 2026 fiscal year-end. A simplified "roll-forward" will be used in the intervening years where we are not collecting updated census data.

Article 3. Services Provided

Services provided by Marsh are limited to various actuarial and administrative services, and with respect to this appendix specifically, to those items listed below:

Service	**Description**	**Estimated Fee**
Annual GASB 75 Accounting Valuation and Disclosure	Annual expense and year-end disclosure items for fiscal year end related to the cited valuation(s).	Roll forward 2026: $4,800 New data 2027: $8,000 Roll forward 2028: $4,900 New data 2029: $8,100 Roll forward 2030: $5,000 New data 2031: $8,200
Total	above fees are guaranteed until 2031, with a 2% per annum increase after 2031, if renewed	**2026 to 2031 $39,000**

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Service	Description	Estimated Fee
Additional Needs and Other Consulting	Fees vary based on need; includes review and change of assumptions, responding to auditor requests, projections and other studies.	hourly rates

Schedule B-2, attached hereto, lists additional Out-of-Scope services that the Employer and Marsh have agreed to.

Article 4. Fees

The Employer and Marsh agree to the following regarding fees in relation to this engagement.

4.1. Fees Are Estimates.

Unless otherwise indicated, the fee amounts shown above are estimates, based on hourly billing rates and anticipated time required to complete various tasks, relying on our professional experience with similar plans in similar situations. Therefore, actual amounts billed can vary from the estimates, and may be higher or lower than the estimates shown. In addition, items not included in the scope of regular valuation services above will be billed on an hourly basis in addition to the services listed. These items may include, but are not limited to:

a. Revisions to work products caused by errors or omissions in information submitted to Marsh.

Data or assets having errors, omissions, or formatting problems beyond reasonable tolerances, which require additional screening, research, clean-up, or reconciliation, either with respect to on-going work or to initial set-up.

Plan provisions that are not uniform, or that are not clearly defined or documented, that require additional consulting or information retrieval.

Apportioning results among employees, divisions, or departments

Additional time related to changes in assumptions, methods, Plan provisions, or applicable regulations.

Additional time related to situations, events, or information unknown to Marsh at the time of estimating fees, either with respect to ongoing work or to initial set-up.

4.2. Fees Must be Paid.

Invoices are issues as work progresses, customarily on a monthly basis, with payment due upon receipt. Any payment past due by more than thirty (30) days may have interest added at the rate of 1.5% per month. Amounts past due by more than ninety (90) days may result in interruption of service. Upon termination of services or engagement of additional service providers, any past due

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amounts must be resolved in order to provide information to, or consulting with or in relation to, new or additional providers.

4.3. Fee Structure.

Unless otherwise indicated to the contrary, all services listed in this Appendix are billed based on time and expense incurred, at the hourly rates below.

Level	**Hourly Billing Rate Range**
Senior Consultant/Actuary	$425-$675
Consultant/Actuary	$325-$475
Actuarial Manager/Senior Analyst	$200-$350
Analyst	$125-$225
Administrative	$100-$150

4.4. Out-of-Scope Services.

Marsh is a full-service actuarial consultant and administrative service provider. We offer a full range of services in addition to those for which the Employer has contracted above. These services are available at hourly rates, and we can provide fee estimates in advance for approval before beginning any out-of-scope services. Unless expressly provided under the terms of this Appendix, fees herein do not include any fees for work performed in out-of-scope services. In all cases, we work with clients to identify cost-effective alternatives, and to have the work completed at the lowest feasible billing rate. Typical out-of-scope services include:

a. Quantifying accounting expense, and other items, needed to evaluate changes to Plan provisions.

Implementation services for new or take-over plans. Consulting and advisement related to mergers, acquisitions, and divestitures.

Single-year or multi-year projections of accounting expense, disclosure information, and other measures for strategic planning and budgeting purposes.

Support to the Plan sponsor on defining Plan provisions, and designing, implementing, documenting, and communicating new provisions.

Employee group or individual meetings, and other communications, as requested.

Services related to Plan terminations or curtailments, including feasibility studies, required accounting, preparation of participant notifications and communications, and coordination with legal counsel and other service providers.

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Schedule B-2: Other Out-Of-Scope Services:

The Employer and Marsh agree to the following regarding out-of-scope services at the hourly rates set forth above.

None as of the Effective Date

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APPENDIX B-6 (ADDITIONAL TERMS) TO THE ASA

This Appendix B-6 relates to the Administrative, Actuarial, Consulting, and Retirement Services Agreement (the "ASA") entered into by and between City of Ocala (the "Employer") and Marsh & McLennan Agency, LLC ("Marsh "), (collectively, the "Parties"). All defined terms in the ASA are applicable to this Appendix B-6.

Recitals

WHEREAS, the Employer has entered into a contract with Marsh to perform actuarial and consulting services for retirement and related plans as identified via reference to one or more Appendices listed in Section 2 of the Recitals of the ASA ("ASA Recitals Section 2"); and

WHEREAS, ASA Recitals Section 2 specifies which Articles of this Appendix are incorporated into the various Appendices identified in ASA Recitals Section 2;

NOW, THEREFORE, the Parties hereto agree to incorporate the following Articles of this Appendix B-6 into the Appendices identified in ASA Recitals Section 2, to the extent the Articles are so identified.

Article 1. Fees and Revenue Sharing

Any fees paid other than explicitly paid by Employer or the Plan trust, if applicable, will be disclosed in advance and in writing subject to acceptance and acknowledgment by the Employer or the Plan trust.

Article 2. Actuarial Communications and Other Work Products

With respect to all actuarial communications and other work product provided by Marsh, the Employer as well as the Employer's service providers, including but not limited to auditors and brokers, shall not add, delete, or modify their form or content in any manner whatsoever. The Plan Administrator, Plan Sponsor, or the Employer, as the case may be, will be responsible for the appropriate use of the information provided by Marsh for financial planning and reporting purposes, compliance with applicable laws and regulations, and any other appropriate use. The Plan Administrator, Plan Sponsor, or Employer, as the case may be, shall limit the use of all actuarial communications and work product to the purpose for which it was intended. The Plan Administrator, Plan Sponsor, or Employer, as the case may be, shall not disclose any actuarial communications or work product to any other individual, parties, or entities, without the express prior, written consent of Marsh. Notwithstanding the above, in the course of customary Plan operations and in accordance with common practice, actuarial communications and other work product may be provided to service providers, such as the Plan's or the Employer's auditor, financial advisor, legal or other representatives, as required to discharge their normal and customary duties with respect to the Plan, without the express prior, written consent from Marsh.

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Article 3. Required Data

The Employer will provide Marsh, on a timely basis, with accurate and complete data in a format acceptable to Marsh, including a certification that the data is accurate and complete. Marsh is not responsible for any losses and/or expenses that arise due to the submission of incorrect or incomplete data, or data transmitted to Marsh in a format that is unacceptable. In no event shall Marsh have a duty to validate the accuracy of data submitted. However, Marsh will review data for reasonableness to the extent required by standards of actuarial professionalism, but ultimately the responsibility for the accuracy and completeness of the data rests with the Employer.

Article 4. ERISA and the Internal Revenue Code

Employer acknowledges its status as Plan Administrator of the Plan, as defined by ERISA. Employer is responsible for operating the Plan in accordance with the qualification requirements of section 401(a) of the Internal Revenue Code and in accordance with ERISA, except as specifically agreed with regard to the out-of-scope services contracted for in the applicable Appendix. These responsibilities include, but are not limited to, preparation of Plan documents, distribution of SPDs and summary annual reports, all nondiscrimination testing, preparation of Form 5500, filing of annual reports, and responding to inquiries from government agencies and the preparation of any required notices. Any Plan administrative function not specifically assigned in this Agreement remains the responsibility of the Employer.

Article 5. Enforcement of Benefit Provisions

The Pension Protection Act has implemented rules and restrictions related to other non-qualified, deferred compensation or supplemental Employer-owned life insurance plans. Some of these provisions are contingent upon the administration of any qualified defined benefit plan sponsored by the Employer while other provisions are part of the Employer's broader employee benefits strategy. Recognition and enforcement of these rules and restrictions is the sole responsibility of the Plan Sponsor.

Article 6. Termination of the Plan

If the Employer terminates the Plan, Marsh may require the Employer to obtain an advance IRS Determination Letter on Termination of the Plan at the Employer's expense.

Certificate Of Completion

Envelope Id: 9E32BA5D-A05E-8479-8001-DF34B2EDCFB2
Status: Completed
Subject: Complete with Docusign: FWD: SIGNATURE: GASB 75 Actuarial Services Agreement (FIN/260587).pdf
Source Envelope: CB688A6D-3AF5-8A99-8279-720CFE57F324
Document Pages: 23
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

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plewis@ocalafl.org
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Signer Events	Signature	Timestamp
Myiah Gauntlett myiah.gauntlett@marshmma.com Security Level: Email, Account Authentication (None)	Signed by: Myiah Gauntlett 1B32F518468F4EA...	Sent: 7/16/2026 7:54:49 AM Viewed: 7/20/2026 9:22:50 AM Signed: 7/20/2026 9:23:18 AM

Signature Adoption: Pre-selected Style
Using IP Address: 136.226.106.245

Electronic Record and Signature Disclosure:
Accepted: 7/20/2026 9:22:50 AM
ID: 3b18f419-8b21-4ffc-855e-b9df1915cb14

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Marcella Hughes mhughes@ocalafl.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/16/2026 7:55:24 AM

Electronic Record and Signature Disclosure:
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Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

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Envelope Updated	Security Checked	7/16/2026 7:55:23 AM
Certified Delivered	Security Checked	7/20/2026 9:22:50 AM
Signing Complete	Security Checked	7/20/2026 9:23:18 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	7/20/2026 9:23:18 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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All notices and disclosures will be sent to you electronically

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To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
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FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT FOR ELECTRICAL CONTRACTOR SERVICES

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT FOR ELECTRICAL CONTRACTOR SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **ELECTRIC MACHINE CONTROL, INC.**, a for-profit corporation duly organized in and authorized to do business in the state of Florida (EIN: 63-1232332) ("Contractor").

WHEREAS, on July 3, 2024, City and Electric Machine Control, Inc entered into a Cooperative Purchasing Agreement for the Provision of Electrical Contractor Services (the "Original Agreement") City of Ocala Contract No.: ELE/240398 for a term from June 18, 2024 through May 1, 2026; and

WHEREAS, City and Contractor now desire to extend the Original Agreement, as written, for the two (2) year extension period referenced in the attached **Exhibit B – GRU Extension**.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between the City and Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **EXTENSION.** The Original Agreement is hereby extended for an additional **TWO (2) YEAR** period beginning **MAY 2, 2026**, and terminating **APRIL 30, 2028** (the "Extension Term"), as described in the attached **Exhibit B – GRU Extension**.
4. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:	Electric machine Control, Inc. Attention: Brian Thomason, Vice President 7015 Haisten Drive Trussville, Alabama 35173 Phone: 205-661-3998 E-mail: bthomason@emcinc.com
If to City of Ocala:	Jameel Barnes, Director City of Ocala, Procurement & Contracting Department 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov

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Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

5. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

6. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this First Amendment for all purposes.

7. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Agreement on 7/13/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by:
Janice Mitchell
55198B48868A4E1...
Janice Mitchell
Chief Financial Officer

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

By: William E. Sexton, Esq.

Title: City Attorney

ELECTRIC MACHINE CONTROL, INC.

Signed by:
Brian Thomason
E34C148F2736429...

By: Brian Thomason
(Printed Name)

Title: Vice President
(Title of Authorized Signatory)

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FIRST AMENDMENT 2023-020-B

GENERAL SERVICE AGREEMENT FOR ELECTRICAL CONTRACTOR

GAINESVILLE REGIONAL UTILITIES

301 SE 4th Avenue

Gainesville, FL 32601

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FIRST AMENDMENT TO THE CONTRACT BETWEEN

THE CITY OF GAINESVILLE, d/b/a GAINESVILLE REGIONAL UTILITIES,

AND ELECTRIC MACHINE CONTROL, INC.

FOR

GENERAL SERVICES AGREEMENT (GSA) FOR ELECTRICAL CONTRACTOR

THIS FIRST AMENDMENT is made and entered into with an effective date of May 1, 2026, by and between the **CITY OF GAINESVILLE** a Florida municipal corporation d/b/a **GAINESVILLE REGIONAL UTILITIES (GRU)**, with offices located at 301 SE 4th Ave, Gainesville, FL 32601, and **ELECTRIC MACHINE CONTROL, INC.** ("Contractor"), a Florida Florida Profit Corporation, with its principal place of business at 7901 4th St. N., Suite 300, St. Petersburg, FL 33702, individually referred to as "Party" or collectively as "Parties".

WHEREAS, the Parties entered into an Initial Contract dated May 1, 2023, with a termination date of April 30, 2026 for Electrical Contractors ("Initial Contract"); and

WHEREAS, Parties agree to extending the Initial Contract for two (2) years.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants contained herein, the Parties agree as follows:

a. Initial Contract is extended for two (2) years, expiring on April 30, 2028.

b. TBD

c. Contractor shall continue to provide Electrical Contractors as detailed in the Statement of Work in accordance with the General Terms and Conditions (**Attachment 1**) and Supplemental Conditions (**Attachment 2**) of the Initial Contract.

d. The following section is hereby added to the Supplemental Conditions of the Initial Contract:

Anti-Human Trafficking. On or before the Effective Date of this Contract and, in addition, on or before the effective date of each renewal or extension of this Contract, the Contractor shall provide the City with an affidavit, pursuant to Section 787.06(13), Fla. Stat., which is signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as those terms are defined in Section 787.06(13), Fla. Stat. This Section applies only to Contractors that are nongovernmental entities.

Safety and Hazard Responsibility.

i. Contractor shall be solely responsible for maintaining a safe worksite and for implementing, at its own cost and expense, all safety, and hazard prevention measures required by

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Occupational Safety and Health Administration (OSHA), National Fire Protection Association (NFPA), and all applicable federal, state, and local laws, regulations, and codes. This includes, without limitation, providing confined space attendants and air monitoring equipment, fire watch during and after any hot work, maintaining fire extinguishers and safety equipment, securing the work area against hazards, and promptly removing combustible materials. Contractor shall ensure that all subcontractors and other parties engaged by Contractor comply fully with these obligations.

ii. Contractor shall complete safety documents with GRU personnel that may include a pre-task checklist and require a Job Hazard Analysis ("JHA") component to promote awareness of potential hazards and suggested mitigation measures, at GRU's sole discretion. Additional permits may be required depending on the scope of work. Contractor acknowledges and agrees that GRU's safety documents are supplemental only, are not intended to be exhaustive or comprehensive, and shall not be relied upon as a complete identification of all potential hazards. Contractor remains solely responsible for identifying, analyzing, and mitigating all hazards associated with its work, including the work of its subcontractors, and for conducting its own job-specific hazard analysis and safety planning.

iii. GRU reserves the right, but not the obligation, to monitor the worksite for unsafe conditions. If GRU reasonably determines that Contractor's or its subcontractors' operations pose an imminent threat to health, safety, or property, GRU may direct Contractor to stop work until the condition is corrected. Contractor shall promptly comply with such directive and shall not be entitled to any additional compensation or time extension. If Contractor or its subcontractors fail to provide required fire watch, safety measures, or hazard controls, GRU may, but is not obligated to, provide such measures directly or through a third party, and the cost shall be back-charged to Contractor and deducted from amounts otherwise due under the Purchase Order.

iv. The presence of any fire protection, alarm, suppression, or other safety systems or equipment owned or maintained by GRU shall not relieve Contractor of its obligations under this Section. Contractor remains fully responsible for fire watch, hazard prevention, and all other safety measures required for its work, regardless of the operation, adequacy, or failure of GRU's systems. Failure to comply with this Section shall subject Contractor to the indemnification obligations set forth elsewhere in the Agreement.

v. Contractor shall immediately notify GRU of any incident, near miss, injury, property damage, or unsafe condition occurring at the worksite, and shall cooperate fully with GRU in any related investigation.

Price Adjustment Clause, Tariff-Based Price Adjustment:

The parties recognize that the imposition of tariffs or trade restrictions may impact the supplier's ability to maintain pricing. In the event that new tariffs or changes to existing tariffs are imposed

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by any governmental authority after the effective date of this contract, and such changes materially increase the cost of goods or materials necessary for performance, the supplier may request a price adjustment. In such instances, the supplier must notify the agency of the impact, supported by credible cost data (see examples below). The parties agree to engage in good-faith negotiations within 15 business days to consider price modifications, substitute goods, or alternative sourcing arrangements, with the goal of minimizing disruption to public services and maintaining the continuity of supply. No Invoiced adjustments will be approved without prior negotiations and approval.

- Copy of the official tariff schedule or notice (e.g., from the U.S. International Trade Commission, or Customs and Border Protection (CBP)
- Federal Register notice showing the imposition of the tariff with effective dates and Harmonized Tariff Schedule (HTS codes)
- Reference to the Harmonized Tariff Schedule (HTS) number for the product
- **Product Classification (HTS Code) Harmonized Tariff Schedule (HTS) code** used for the product being imported. **Harmonized Tariff Schedule Information**

All other terms and conditions of the Initial Contract except as modified herein, shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

Contractor Legal Name

Brian Thomason
Brian Thomason (Apr 6, 2026 07:47:35 CDT)
SIGNATURE

Brian Thomason
FULL NAME

Vice President
TITLE

04/06/2026
DATE SIGNED

City of Gainesville d/b/a Gainesville Regional Utilities

Dino De Leo
Dino De Leo (Apr 3, 2026 10:37:03 EDT)
SIGNATURE

Dino De Leo
FULL NAME

Energy Supply Officer
TITLE

04/03/2026
DATE SIGNED

Approved as to form and legality:

Derek Perry (Apr 3, 2026 09:54:01 EDT)
SIGNATURE

Derek D. Perry
FULL NAME

Chief Legal Officer and General Counsel
TITLE

04/03/2026
DATE SIGNED

Prepared by:

2023-020-B Amendment 1

Final Audit Report 2026-04-06

Created:	2026-04-03
By:	Robbin Odowski (ODOWSKIRR@gru.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKRDShkZFwOLFISHJo9NBVZtXWb07vdM7

"2023-020-B Amendment 1" History

Document created by Robbin Odowski (ODOWSKIRR@gru.com)
2026-04-03 - 1:00:23 PM GMT

Document emailed to Derek Perry (perrydd@gru.com) for signature
2026-04-03 - 1:00:32 PM GMT

Document emailed to bthomason@emcinc.com for signature
2026-04-03 - 1:00:32 PM GMT

Document emailed to Dino De Leo (deleods@gru.com) for signature
2026-04-03 - 1:00:32 PM GMT

Email viewed by Derek Perry (perrydd@gru.com)
2026-04-03 - 1:53:49 PM GMT

Document e-signed by Derek Perry (perrydd@gru.com)
Signature Date: 2026-04-03 - 1:54:01 PM GMT - Time Source: server

Email viewed by Dino De Leo (deleods@gru.com)
2026-04-03 - 2:35:35 PM GMT

Document e-signed by Dino De Leo (deleods@gru.com)
Signature Date: 2026-04-03 - 2:37:03 PM GMT - Time Source: server

Email viewed by bthomason@emcinc.com
2026-04-06 - 12:46:12 PM GMT

Signer bthomason@emcinc.com entered name at signing as Brian Thomason
2026-04-06 - 12:47:33 PM GMT

Document e-signed by Brian Thomason (bthomason@emcinc.com)
Signature Date: 2026-04-06 - 12:47:35 PM GMT - Time Source: server

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Agreement completed.

2026-04-06 - 12:47:35 PM GMT

Adobe Acrobat Sign

Certificate Of Completion

Envelope Id: E6BE396F-28C7-8F81-805B-3320F3B1C3E2
Status: Completed
Subject: SIGNATURE: Amendment 1 - Renewal - Electrical Contractor Services (ELE/240398)
Source Envelope:
Document Pages: 10
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

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Status: Original
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Holder: Patricia Lewis
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Pool: StateLocal

Signer Events	Signature	Timestamp
Brian Thomason bthomason@emcinc.com Vice President Security Level: Email, Account Authentication (None)	Signed by: Brian Thomason E34C148F2736429... Signature Adoption: Pre-selected Style Using IP Address: 65.141.84.131	Sent: 7/6/2026 11:44:00 AM Viewed: 7/6/2026 11:50:32 AM Signed: 7/6/2026 11:52:02 AM
Electronic Record and Signature Disclosure: Accepted: 7/6/2026 11:50:32 AM ID: 26a0d6c1-8ca8-4ad9-9c53-484984f7cf68		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/6/2026 11:52:03 AM Viewed: 7/13/2026 5:15:29 PM Signed: 7/13/2026 5:19:14 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 38.34.227.194 Signed using mobile	Sent: 7/13/2026 5:19:15 PM Viewed: 7/13/2026 7:24:08 PM Signed: 7/13/2026 7:24:53 PM
Electronic Record and Signature Disclosure: Accepted: 7/13/2026 7:24:08 PM ID: bc284e2f-0d5f-4736-b638-3e12e57f57fc		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/13/2026 7:24:54 PM Viewed: 7/14/2026 1:03:29 PM Signed: 7/14/2026 1:03:40 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 7/14/2026 1:03:29 PM ID: 62a96522-d20a-4c6a-9ccd-d88900a56619		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/6/2026 11:44:00 AM
Certified Delivered	Security Checked	7/14/2026 1:03:29 PM
Signing Complete	Security Checked	7/14/2026 1:03:40 PM
Completed	Security Checked	7/14/2026 1:03:40 PM

Payment Events	Status	Timestamps

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If you created a DocuSign account, you may update it with your new email address through your account preferences.

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Docusign Envelope ID: 66E691AB-3D86-80B6-8136-08F04B717E9D

FIFTH AMENDMENT TO CONSTRUCTION SERVICES AGREEMENT FOR TRANSPORTATION REHABILITATION IMPROVEMENT PROGRAM ("TRIP") PROJECTS

THIS FIFTH AMENDMENT TO CONSTRUCTION SERVICES AGREEMENT FOR TRANSPORTATION REHABILITATION IMPROVEMENT PROGRAM ("TRIP") ("Fifth Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **C.W. ROBERTS CONTRACTING, INC.,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-1683951) ("Contractor").

WHEREAS, on May 8, 2023, City and Contractor entered into a Construction Services Agreement for Transportation Rehabilitation Improvement Program ("TRIP") Projects (the "Original Agreement"), City of Ocala Contract Number: CIP/230266 for a term of two (2) years from May 3, 2023, to May 2, 2025; and

WHEREAS, on April 4, 2024, City and Contractor entered into a First Amendment to Construction Services Agreement for Transportation Rehabilitation Improvement Program ("TRIP") Projects (the "First Amendment") amending the total amount of compensation described in the Original Agreement; and

WHEREAS, on May 6, 2024, City and Contractor entered into a Second Amendment to Construction Services Agreement for Transportation Rehabilitation Improvement Program ("TRIP") Projects (the "Second Amendment") to modify the unit pricing schedule by adding line items to Exhibit B – Price Proposal attached to the Original Agreement; and

WHEREAS, on May 12, 2025, City and Contractor entered into a Third Amendment to Agreement for Transportation Rehabilitation Improvement Program ("TRIP") Projects (the "Third Amendment") to renew the Original Agreement, as amended, for the first of two available one-year renewal terms, and to revise the pricing schedule; and

WHEREAS, on June 14, 2026, City and Contractor entered into a Fourth Amendment (the "Fourth Amendment") to Construction Services Agreement for Transportation Rehabilitation Improvement Program ("TRIP") Projects, to extend the Original Agreement, as amended, for the second available one-year renewal term and to further revise the pricing schedule; and

WHEREAS, City and Contractor now desire to further revise Exhibit B – Amended Price Proposal to include additional line items.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Contractor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Fifth Amendment.
3. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL**. The document attached to the Original Agreement as **Exhibit B – Amended Price Proposal** is hereby deleted and replaced, in its

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entirety, with the document attached to this Fifth Amendment as **Amended Exhibit B – Price Proposal**.

4. **NOTICES.** All notices, certifications or communications required by this Fifth Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:	C.W. Roberts Contracting, Inc. Attention: Paul Carlson 4208 CR 124-A Wildwood, Florida 34785 Phone: 352-330-2540 E-mail: pcarlson@cwrcontracting.com
If to City of Ocala:	Patricia Lewis, Interim Director City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8248 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This Fifth Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

7. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Fifth Amendment. Further, a duplicate or copy of the Fifth Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Fifth Amendment for all purposes.

8. **LEGAL AUTHORITY**. Each person signing this Fifth Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Fifth Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Fifth Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

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IN WITNESS WHEREOF, the parties have executed this Fifth Amendment on 7/14/2026.

ATTEST:

Signed by:
Angel B. Jacobs
6DB357AC8E54A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F7AE8874F4...
Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A56AB8A8ED04F3...
William E. Sexton, Esq.
City Attorney

C.W. ROBERTS CONTRACTING, INC.

Signed by:
Stuart Savoy
88C66C672C2B455...

By: Stuart Savoy
(Printed Name)

Title: Vice-President
(Title)

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ITEM	DESCRIPTION	UOM	UNIT COST
G-03	Project Sign	EA	$1,793.02
G-04	Emergency Call Out (24 Hours A Day)	HR	$2,109.44
G-05	Maintenance of Traffic (Used W/emergency call out ONLY)	DAY	$5,590.02
G-05-1	F&I Low Profile Barrier Wall	LF	$80.00
G-05-2	Relocate Low Profile Barrier Wall	LF	$37.00
G-06-1	Silt Fence & Sediment Control (Installation and Removal)	LF	$8.44
G-06-2	Silt Fence & Sediment Control (Installation and Removal)	LF	$4.75
G-07	Tree Protection/ Construction Fence	LF	$16.88
G-08-1	Remove and Relocate Existing Mailboxes	EA	$290.05
G-08-2	New Mailbox (Furnish&install)	EA	$527.36
G-09	Clearing and Grubbing - LIGHT	SY	$68.56
G-10	Clearing and Grubbing - HEAVY	SY	$142.39
G-11-1	Excavation, General	CY	$63.28
G-11-2	Excavation, General	CY	$36.39
G-11-3	New Sidewalk Excavation	SY	$33.75
G-11-4	New Sidewalk Excavation	SY	$28.74
G-12-1	Backfill W/Off-site Material	CY	$101.25
G-12-2	Backfill W/Off-site Material	CY	$63.28
G-15-1	Finish Grading	SY	$17.40
G-15-2	Finish Grading	SY	$9.28
G-17-1	Remove and Replace Unsuitable Material	CY	$131.84
G-17-2	Remove and Replace Unsuitable Material	CY	$121.29
G-18-1	Stabilized subgrade	SY	$29.27
G-18-2	Stabilized subgrade	SY	$21.09
G-19-1	Limerock- New Material for Reworking Base	CY	$38.50
G-19-2	Limerock- New Material for Reworking Base	CY	$37.13
G-19-3	Limerock- 4" Base	SY	$36.92
G-19-4	Limerock- 4" Base	SY	$16.24
G-19-5	Limerock- 6" Base	SY	$44.30
G-19-6	Limerock- 6" Base	SY	$22.15
G-19-7	Limerock- 8" Base	SY	$52.74
G-19-8	Limerock- 8" Base	SY	$27.95
G-19-9	Limerock- 10" Base	SY	$53.79
G-19-10	Limerock- 10" Base	SY	$36.39
G-19-11	Limerock- 12" Base	SY	$63.81
G-19-12	Limerock- 12" Base	SY	$38.23
G-20-1	Temporary Construction Tracking Pad	LS	$2,953.22
G-20-2	No. 57 Stone	CY	$111.80
G-20-3	No. 57 Stone	CY	$105.47
G-21-1	Removal of Existing Concrete Sidewalks / Driveways	SY	$52.74
G-21-2	Removal of Existing Concrete Sidewalks / Driveways	SY	$41.93
G-22-1	Removal of Existing Concrete Curb & Gutter /or Traffic Separator	LF	$36.39
G-22-2	Removal of Existing Concrete Curb & Gutter /or Traffic Separator	LF	$25.84
G-23	Concrete Fill	CY	$379.70
G-24-1	Joint Sealer for Pavement and Structures: Hot Pour Crack Sealing	GAL	$63.28
G-24-2	Joint Sealer for Pavement and Structures: Hot Pour Crack Sealing	GAL	$58.01
G-25-1	Removal of Existing Asphalt Pavement	SY	$52.74
G-25-2	Removal of Existing Asphalt Pavement	SY	$36.92
G-26-1	Temporary Asphalt Millings	TN	$82.27
G-26-2	Temporary Asphalt Millings	TN	$52.74
G-27-1	Mill Existing Asphalt Pavement at 1" Depth	SY	$14.77
G-27-2	Mill Existing Asphalt Pavement at 1" Depth	SY	$5.73
G-27-3	Mill Existing Asphalt Pavement at 1.5" Depth	SY	$14.92
G-27-4	Mill Existing Asphalt Pavement at 1.5" Depth	SY	$6.22
G-27-5	Mill Existing Asphalt Pavement at 2" Depth	SY	$15.03
G-27-6	Mill Existing Asphalt Pavement at 2" Depth	SY	$6.33
G-28-1	Compacted Roadway Subbase	SY	$9.81
G-28-2	Compacted Roadway Subbase	SY	$5.54
G-29-1	Reclaimed Asphalt Pavement Base (Reclaim 6" to 8")	SY	$20.41
G-29-2	Reclaimed Asphalt Pavement Base (Reclaim 6" to 8")	SY	$13.31
G-32-1	Miscellaneous Asphalt (25 ≤ tons)	TN	$590.64

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ITEM	DESCRIPTION	UOM	UNIT COST
G-32-2	Asphalt Berms, Speed Bumps & Curbs	TN	$305.87
G-32-3	Asphalt Leveling Superpave 9.5	TN	$208.31
G-32-4	Asphalt Pavement Superpave - 9.5	TN	$242.59
G-32-5	Asphalt Pavement Superpave - 9.5	TN	$201.45
G-32-6	Asphalt Pavement Superpave - 9.5	TN	$172.97
G-32-7	Asphalt Pavement FC 9.5 w/Poly	TN	$268.95
G-32-8	Asphalt Pavement FC 9.5 w/Poly	TN	$219.38
G-32-9	Asphalt Pavement FC 9.5 w/Poly	TN	$200.40
G-32-10	Asphalt Pavement Superpave - 12.5	TN	$237.31
G-32-11	Asphalt Pavement Superpave - 12.5	TN	$199.34
G-32-12	Asphalt Pavement Superpave - 12.5	TN	$171.92
G-33-1	Roadway Guardrail	LF	$52.74
G-33-2	Roadway Guardrail - End treatment (Approach)	EA	$2,425.86
G-34-1	Object Marker, Type 1	EA	$263.68
G-34-2	Object Marker, Type 2	EA	$189.85
G-34-3	Object Marker, Type 3	EA	$263.68
G-34-4	Object Marker, Type 4	EA	$400.79
G-35-1	Delineator, Flexible Tubular	EA	$131.84
G-35-2	Delineator, non-Flexible	EA	$105.47
G-35-3	Delineator, Flexible High Visibility Median	EA	$263.68
G-35-4	Delineator, Flexible High Performance	EA	$326.96
G-40	Pull and Junction Box, Furnish & Install	EA	$3,085.06
G-41	Pull and Junction Box, Install	EA	$1,845.76
G-42	Pull and Junction Box, relocate	EA	$1,845.76
G-43-1	Type C Stormwater Inlet, 0'-6'	EA	$7,172.10
G-43-2	Type C Stormwater Inlet, 6'-12'	EA	$15,820.80
G-43-3	Type C Stormwater Inlet, 12' - 18'	EA	$30,375.94
G-43-4	Type C Stormwater Inlet, 18' - 24'	EA	$65,392.64
G-43-5	Type D Storm water Inlet, 0'-6'	EA	$7,172.10
G-43-6	Type D Storm water Inlet, 6'- 12'	EA	$15,820.80
G-43-7	Type D Stormwater Inlet, 12'-18'	EA	$30,375.94
G-43-8	Type D Stormwater Inlet, 18' - 24'	EA	$65,392.64
G-43-9	Type 1 Stormwater Inlet, 0'- 6'	EA	$7,172.10
G-43-10	Type 1 Stormwater Inlet, 6'- 1 2'	EA	$15,820.80
G-43-11	Type 1 Stormwater Inlet, 12'-18'	EA	$30,375.94
G-43-12	Type 1 Stormwater Inlet, 18 ' - 24 '	EA	$65,392.64
G-43-13	Type 2 Stormwater inlet, 0'- 6'	EA	$7,172.10
G-43-14	Type 2 Stormwater inlet, 6' - 12'	EA	$15,820.80
G-43-15	Type 2 Stormwater inlet, 12' - 18'	EA	$30,375.94
G-43-16	Type 2 Stormwater inlet, 18' -24'	EA	$65,392.64
G-43-17	Type 4 Stormwater inlet, 0'- 6'	EA	$7,172.10
G-43-18	Type 4 Stormwater inlet, 6' - 12'	EA	$15,820.80
G-43-19	Type 4 Stormwater inlet, 12' - 18'	EA	$30,375.94
G-43-20	Type 4 Stormwater inlet, 18' -24'	EA	$65,392.64
G-43-21	Type 5 Stormwater inlet, 0'- 6'	EA	$7,172.10
G-43-22	Type 5 Stormwater inlet, 6' - 12'	EA	$15,820.80
G-43-23	Type 5 Stormwater inlet, 12' - 18'	EA	$30,375.94
G-43-24	Type 5 Stormwater inlet, 18' -24'	EA	$65,392.64
G-43-25	Type 6 Stormwater inlet, 0'- 6'	EA	$7,172.10
G-43-26	Type 6 Stormwater inlet, 6' - 12'	EA	$15,820.80
G-43-27	Type 6 Stormwater inlet, 12' - 18'	EA	$30,375.94
G-43-28	Type 6 Stormwater inlet, 18' -24'	EA	$65,392.64
G-43-29	Type 9 Stormwater inlet, 0'- 6'	EA	$7,172.10
G-43-30	Type 9 Stormwater inlet, 6' - 12'	EA	$15,820.80
G-43-31	Type 9 Stormwater inlet, 12' - 18'	EA	$30,375.94
G-43-32	Type 9 Stormwater inlet, 18' -24'	EA	$65,392.64
G-45	Stormwater Manhole Cover Adjustments	EA	$1,212.93
G-46-1	12" RCP Stormwater Pipe, 0 ' -6'	LF	$156.10
G-46-2	12" RCP Stormwater Pipe, 6'-12'	LF	$167.70
G-46-3	12" RCP Stormwater Pipe, 12'-18'	LF	$268.95
G-46-4	12" RCP Stormwater Pipe, 18'-24'	LF	$712.99
G-46-5	15" RCP Stormwater Pipe, 0 ' - 6'	LF	$156.10

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ITEM	DESCRIPTION	UOM	UNIT COST
G-46-6	15" RCP Stormwater Pipe, 6' -12'	LF	$167.70
G-46-7	15" RCP Stormwater Pipe, 1 2 ' - 18 '	LF	$268.95
G-46-8	15" RCP Stormwater Pipe, 18 ' - 24'	LF	$712.99
G-46-9	18" RCP Stormwater Pipe, 0'- 6'	LF	$170.86
G-46-10	18" RCP S Stormwater Pipe, 6'-12'	LF	$355.44
G-46-11	18" RCP Stormwater Pipe, 12' -18'	LF	$283.72
G-46-12	18" RCP Stormwater Pipe, 18' -24'	LF	$736.19
G-46-13	24" RCP Stormwater Pipe, 0'-6 '	LF	$203.56
G-46-14	24" RCP Stormwater Pipe, 6'-12'	LF	$215.16
G-46-15	24" RCP Stormwater Pipe, 12'-18'	LF	$316.42
G-46-16	24" RCP Stormwater Pipe, 18'-24'	LF	$780.49
G-46-17	30" RCP Stormwater Pipe, 0 '- 6'	LF	$252.08
G-46-18	30" RCP Stormwater Pipe, 6'-12'	LF	$310.09
G-46-19	30" RCP Stormwater Pipe, 12' -18'	LF	$384.97
G-46-20	30" RCP Stormwater Pipe, 18 '- 24'	LF	$839.56
G-46-21	36" RCP Stormwater Pipe, 0' - 6'	LF	$324.85
G-46-22	36" RCP Stormwater Pipe, 6'- 12'	LF	$394.47
G-46-23	36" RCP Stormwater Pipe, 1 2'-18 '	LF	$442.98
G-46-24	36" RCP Stormwater Pipe, 1 8 - 24'	LF	$907.06
G-46-25	42" RCP Stormwater Pipe, 0 ' -6'	LF	$442.98
G-46-26	42" RCP Stormwater Pipe, 6'-12'	LF	$480.95
G-46-27	42" RCP Stormwater Pipe, 12'-18'	LF	$641.27
G-46-28	42" RCP Stormwater Pipe, 1 8'-24'	LF	$1,044.17
G-46-29	48" RCP Stormwater Pipe, 0'-6'	LF	$586.42
G-46-30	48" RCP Stormwater Pipe, 6'-12'	LF	$672.91
G-46-31	48" RCP Stormwater Pipe, 12'-18'	LF	$799.48
G-46-32	48" RCP Stormwater Pipe, 18'-24'	LF	$1,107.46
G-46-33	12" X 1 8" ERCP Stormwater Pipe, 0'-6'	LF	$185.63
G-46-34	12" X 1 8" ERCP Stormwater Pipe, 6'-12'	LF	$197.23
G-46-35	12" X 1 8" ERCP Stormwater Pipe 1 2'-18'	LF	$298.49
G-46-36	12" X 18 " ERCP Stormwater Pipe, 18 '-24'	LF	$757.29
G-46-37	14" X 23" ERCP Stormwater Pipe, 0 '-6'	LF	$203.56
G-46-38	14" X 23" ERCP Stormwater Pipe, 6'-12'	LF	$215.16
G-46-39	14" X 23" ERCP Stormwater Pipe, 1 2'-18'	LF	$316.42
G-46-40	14" X 23" ERCP Stormwater Pipe, 18'-24'	LF	$779.44
G-46-41	19" X 30" ERCP Stormwater Pipe, 0'-6'	LF	$259.46
G-46-42	19" X 30" ERCP Stormwater Pipe, 6'-12'	LF	$271.06
G-46-43	19" X 30" ERCP Stormwater Pipe, 12'-18'	LF	$372.32
G-46-44	19" X 30" ERCP Stormwater Pipe, 18 '- 24'	LF	$849.05
G-46-45	24" X 38" ERCP Stormwater Pipe, 0'-6'	LF	$325.91
G-46-46	24" X 38" ERCP Stormwater Pipe, 6'-12'	LF	$363.88
G-46-47	24" X 38" ERCP Stormwater Pipe, 1 2'- 18'	LF	$452.47
G-46-48	24" X 38" ERCP Stormwater Pipe, 18' - 24'	LF	$946.08
G-46-49	29" X 45" ERCP Stormwater Pipe, 0'-6'	LF	$407.12
G-46-50	29" X 45" ERCP Stormwater Pipe, 6'-12'	LF	$452.47
G-46-51	29" X 45" ERCP Stormwater Pipe, 1 2'-18'	LF	$540.02
G-46-52	29" X 45" ERCP Stormwater Pipe, 18' - 24'	LF	$1,032.57
G-46-53	34" X 53" ERCP Stormwater Pipe, 0' - 6'	LF	$511.54
G-46-54	34" X 53" ERCP Stormwater Pipe, 6'- 12'	LF	$568.49
G-46-55	34" X 53" ERCP Stormwater Pipe, 1 2'-18'	LF	$649.71
G-46-56	34" X 53" ERCP Stormwater Pipe, 18' - 24'	LF	$1,176.01
G-46-57	Remove & Replace Existing 15" RCP Stormwater Pipe	LF	$232.04
G-46-58	Remove & Replace Existing 18" RCP Stormwater Pipe	LF	$258.41
G-46-59	12" CMP Stormwater Piper Pipe	LF	$196.18
G-46-60	15" CMP Stormwater Pipe	LF	$196.18
G-46-61	18" CMP Stormwater Pipe	LF	$209.89
G-46-62	Remove & Replace Existing 15" CMP Stormwater Pipe, 0' - 12'	LF	$240.48
G-46-63	Remove & Replace Existing 18" CMPStormwater Pipe, 0' -12'	LF	$254.19
G-47	Clean Existing storm Pipes	LF	$36.92
G-48	Clean Existing Inlets	EA	$3,085.06
G-49-1	12" Concrete Mitered End	EA	$1,766.66
G-49-2	15" Concrete Mitered End	EA	$1,766.66

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ITEM	DESCRIPTION	UOM	UNIT COST
G-49-3	18" Concrete Mitered End	EA	$1,940.68
G-49-4	24" Concrete Mitered End	EA	$2,557.70
G-49-5	30" Concrete Mitered End	EA	$5,273.60
G-49-6	36" Concrete Mitered End	EA	$6,855.68
G-49-7	42" Concrete Mitered End	EA	$7,973.68
G-49-8	48" Concrete Mitered End	EA	$10,230.78
G-50-1	Concrete Flume	SY	$182.47
G-50-2	Remove & Replace Concrete Flume	SY	$264.73
G-51	Underdrain	LF	$89.65
G-52	Construction Roadway Pre-Survey	HR	$210.94
G-53	As-built Survey	HR	$321.69
G-54-1	Pipe Handrail - Guiderail, Aluminum	LF	$116.02
G-54-2	Pedestrian / Bicycle, Railing, Aluminum Only, 42" Picket Rail	LF	$124.46
G-54-3	Pedestrian / Bicycle, Railing, Aluminum Only, 42" Type 1	LF	$129.73
G-54-4	Pipe Handrail, Aluminum	LF	$123.40
G-55-1	Bollard, 4 Inch	EA	$1,160.19
G-55-2	Bollard, 6 Inch	EA	$1,371.14
G-56-A-1	Concrete Curb , Type A	LF	$98.62
G-56-A-2	Concrete Curb , Type A	LF	$78.58
G-56-B-1	Concrete Curb, Type B	LF	$98.62
G-56-B-2	Concrete Curb, Type B	LF	$78.58
G-56-D-1	Concrete Curb, Type D	LF	$98.62
G-56-D-2	Concrete Curb, Type D	LF	$78.58
G-56-E-1	Concrete Curb Type E	LF	$105.47
G-56-E-2	Concrete Curb Type E	LF	$84.38
G-56-F-1	Concrete Curb Type F	LF	$105.47
G-56-F-2	Concrete Curb Type F	LF	$84.38
G-56-RA-1	Concrete Curb, Type RA	LF	$110.75
G-56-RA-2	Concrete Curb, Type RA	LF	$89.65
G-56-DR-1	Concrete Valley/Drop Curb & Gutter	LF	$102.84
G-56-DR-2	Concrete Valley/Drop Curb & Gutter	LF	$82.80
G-57	Concrete Valley/Drop Curb & Gutter Remove & Replace	LF	$85.96
G-58-1	4 inch concrete (3000 psi)	SY	$119.97
G-58-2	4 inch concrete (3000 psi)	SY	$105.47
G-58-3	4 inch concrete (4000 psi /with fiber)	SY	$123.14
G-58-4	4 inch concrete (4000 psi /with fiber)	SY	$108.64
G-58-5	6 inch concrete with fiber reinforced (3000 psi)	SY	$140.28
G-58-6	6 inch concrete with fiber reinforced (3000 psi)	SY	$123.14
G-58-7	6 inch concrete with fiber reinforced (4000 psi / with fiber)	SY	$144.23
G-58-8	6 inch concrete with fiber reinforced (4000 psi / with fiber)	SY	$128.68
G-58-9	6 inch concrete with rebar (3000 psi)	SY	$166.65
G-58-10	6 inch concrete with rebar (3000 psi)	SY	$147.66
G-58-11	8 inch concrete with fiber and/or rebar (engineers design dictates, 4000 psi)	SY	$274.23
G-58-12	8 inch concrete with fiber and/or rebar (engineers design dictates, 4000 psi)	SY	$184.58
G-58-13	4 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	$179.30
G-58-13-M	4 inch Concrete -w/ salt rock finish (3000 psi)	SY	$174.03
G-58-14	4 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	$142.39
G-58-14-M	4 inch Concrete -w/ salt rock finish (3000 psi)	SY	$137.11
G-58-15	6 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	$195.12
G-58-15-M	6 inch Concrete - w/ salt rock finish (3000 psi)	SY	$189.85
G-58-16	6 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	$147.66
G-58-16-M	6 inch Concrete - w/ salt rock finish (3000 psi)	SY	$142.39
G-58-17	Concrete Edge Beam	LF	$105.47
G-58-18	Miscellaneous Concrete	CY	$379.70
G-59	Patterned/Textured Pavement, Vehicular Areas for Crosswalk	SY	$409.23
G-60-1	Brick Paver Bands (furnish and install)	LF	$60.65
G-60-2	Architectural Brick (traffic rated, Furnish and install)	SY	$161.37
G-61-A	Concrete Curb Ramp (CR - A) with Detectable Warning Surface	EA	$2,531.33
G-61-B	Concrete Curb Ramp (CR - B) with Detectable Warning Surface	EA	$2,531.33
G-61-C	Concrete Curb Ramp (CR - C) with Detectable Warning Surface	EA	$2,610.43
G-61-D	Concrete Curb Ramp (CR - D) with Detectable Warning Surface	EA	$2,842.47
G-61-E	Concrete Curb Ramp (CR - E) with Detectable Warning Surface	EA	$2,214.91

Docusign Envelope ID: 66E691AB-3D86-80B6-8136-08F04B717E9D

ITEM	DESCRIPTION	UOM	UNIT COST
G-61-F	Concrete Curb Ramp (CR - F) with Detectable Warning Surface	EA	$2,742.27
G-61-G	Concrete Curb Ramp (CR - G) with Detectable Warning Surface	EA	$2,768.64
G-61-L	Concrete Curb Ramp (CR - L) with Detectable Warning Surface	EA	$5,273.60
G-62	Detectable Warnings on Walking Surfaces (Retrofit)	SF	$40.08
G-63-1	Roof Drain Assembly, conduit	EA	$316.42
G-63-2	Roof Drain Assembly, Polylok	EA	$685.57
G-66	RIP RAP	CY	$629.67
G-67	Concrete Rubble 2' Thick	SY	$561.11
G-79-1	Seed and Mulch	SY	$2.11
G-79-2	Seed and Mulch	SY	$1.85
G-80-1	Sod - St. Augustine	SY	$16.35
G-80-2	Sod - St. Augustine	SY	$13.18
G-80-3	Sod – Bahia	SY	$10.55
G-80-4	Sod – Bahia	SY	$7.91
G-88-1	Inductive Loop Detector Type A w/Homerun	EA	$3,691.52
G-88-2	Inductive Loop Detector Type B w/Homerun	EA	$3,085.06
G-88-3	Inductive Loop Detector Type F w/Homerun	EA	$4,218.88
G-89	Traffic Control Sign Assembly	EA	$1,234.02
G-90	Traffic Control Sign Assembly Removal & Relocation	EA	$305.87
G-91-1	Raised Retro-Reflective Pavement Markers & Bituminous Adhesive	EA	$8.91
G-91-2	Raised Retro-Reflective Pavement Markers & Bituminous Adhesive	EA	$8.28
G-92-1	Standard Wheel Stops	EA	$105.47
G-92-2	Standard Wheel Stops (remove and reinstall)	EA	$152.93
G-93-1	Painted Pavement Markings, Standard, White, Solid, 6"	LF	$1.74
G-93-2	Painted Pavement Markings, Standard, White, Solid, 6"	LF	$1.00
G-93-3	Painted Pavement Markings, Standard, White, Solid, 24"	LF	$3.11
G-93-4	Painted Pavement Markings, Standard, White, Solid, 24"	LF	$2.43
G-93-5	Painted Pavement Markings, Standard, White , Solid, 12"	LF	$3.11
G-93-6	Painted Pavement Markings, Standard, White , Solid, 12"	LF	$1.74
G-93-7	Temporary Skip Stripe 6" Wide 10-30- Yellow or White (gross)	GLF	$0.69
G-93-8	Temporary Skip Stripe 6" Wide 10-30- Yellow or White (gross)	GLF	$0.58
G-93-9	Painted Pavement Markings, Standard, White, Dotted/Guideline, 6-10 Gap Extension, 6"	GLF	$0.69
G-93-10	Painted Pavement Markings, Standard, White, Dotted/Guideline, 6-10 Gap Extension, 6"	GLF	$0.58
G-93-11	Painted Pavement Markings, Standard, Solid 6" Double Yellow Stripe	LF	$1.74
G-93-12	Painted Pavement Markings, Standard, Solid 6" Double Yellow Stripe	LF	$1.16
G-93-13	Painted Pavement Markings, Standard, Solid 6" Yellow Stripe	LF	$1.05
G-93-14	Painted Pavement Markings, Standard, Solid 6" Yellow Stripe	LF	$0.74
G-93-15	Painted Pavement Markings, Standard, Solid 18" Stripe	LF	$3.11
G-93-16	Painted Pavement Markings, Standard, Solid 18" Stripe	LF	$2.43
G-93-17	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 2'- 4' Gap Extension, 6"	GLF	$0.69
G-93-18	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 2'- 4' Gap Extension, 6"	GLF	$0.58
G-93-19	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 6-10 Gap Extension, 6"	GLF	$0.69
G-93-20	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 6-10 Gap Extension, 6"	GLF	$0.58
G-93-21	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 2 - 2' Dotted, Extension, 12"	GLF	$1.00
G-93-22	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 2 - 2' Dotted, Extension, 12"	GLF	$0.90
G-93-23	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 3'- 9', Dotted, Extension, 6"	GLF	$0.69
G-93-24	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 3'- 9', Dotted, Extension, 6"	GLF	$0.58
G-94-1	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 6" Stripe	LF	$2.43
G-94-2	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 6" Stripe	LF	$1.85
G-94-3	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 12" Stripe	LF	$7.33
G-94-4	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 12" Stripe	LF	$7.33
G-94-5	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 24" Stripe	LF	$14.77
G-94-6	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 24" Stripe	LF	$14.24
G-94-7	Thermoplastic Solid 6" Skip Stripe 10' x 30' Yellow or White (Gross)	GLF	$1.74
G-94-8	Thermoplastic Solid 6" Skip Stripe 10' x 30' Yellow or White (Gross)	GLF	$1.74
G-94-9	Thermoplastic Traffic Stripes and Markings, Standard, White, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	$1.74
G-94-10	Thermoplastic Traffic Stripes and Markings, Standard, White, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	$1.74
G-94-11	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 6" Double Yellow Stripe	LF	$4.55
G-94-12	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 6" Double Yellow Stripe	LF	$3.43
G-94-13	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 18" Stripe	LF	$11.55

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ITEM	DESCRIPTION	UOM	UNIT COST
G-94-14	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 18" Stripe	LF	$8.97
G-94-15	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 4' Gap Extension, 6"	GLF	$1.74
G-94-16	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 4' Gap Extension, 6"	GLF	$1.74
G-94-17	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 2' Gap Extension, 12"	GLF	$3.11
G-94-18	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 2' Gap Extension, 12"	GLF	$3.11
G-94-19	Thermoplastic Traffic Stripes and Markings, Yellow, Solid, 6"	LF	$2.43
G-94-20	Thermoplastic Traffic Stripes and Markings, Yellow, Solid, 6"	LF	$1.85
G-94-21	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	$1.74
G-94-22	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	$1.74
G-94-23	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/3'-9' Gap Extension, 6"	GLF	$1.74
G-94-24	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/3'-9' Gap Extension, 6"	GLF	$1.74
G-95-1	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "STOP"	EA	$279.50
G-95-2	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message " STOP AHEAD "	EA	$559.00
G-95-3	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Arrow	EA	$110.75
G-95-4	Thermoplastic Traffic Stripes and Markings, Standard, White, Yield Line Symbol	EA	$421.89
G-95-5	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "SCHOOL"	EA	$421.89
G-95-6	Thermoplastic Traffic Stripes and Markings, White, Message "R & R" Crossing	EA	$421.89
G-95-7	Thermoplastic Traffic Stripes and Markings, Standard , White, Message " Bus "	EA	$279.50
G-95-8	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "HANDICAP"	EA	$421.89
G-95-9	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "Bike symbol"	EA	$279.50
G-96-1	Painted Pavement Markings, Standard, White, Pavement Message "Stop Ahead"	EA	$210.94
G-96-2	Painted Pavement Markings, Standard, White, Pavement Message "Stop"	EA	$142.39
G-96-3	Painted Pavement Markings, Standard, White, White Direction Arrow	EA	$42.19
G-96-4	Painted Pavement Markings, Standard, White, Yield Line Symbol	EA	$42.19
G-96-5	Painted Pavement Markings, Standard, Pavement Message "School"	EA	$142.39
G-96-6	Painted Pavement Markings, Standard, White, "R & R" Crossing	EA	$142.39
G-96-7	Painted Pavement Markings, Standard, Yellow, Island Nose	LF	$4.55
G-96-8	Painted Pavement Markings, Standard, Pavement Message "BUS"	EA	$142.39
G-96-9	Painted Pavement Markings, Standard, White, Pavement Message "Handicap"	EA	$110.75
G-96-10	Painted Pavement Markings, Standard, White, Pavement Message "Bike Symbol"	EA	$84.90
G-99	Remove & Reinstall Speed Hump	EA	$9,492.48
G-100-1	Traffic Separator Concrete -TYPE I, 4' WIDE	LF	$109.69
G-100-2	Traffic Separator Concrete -TYPE I, 6' WIDE	LF	$168.76
G-100-3	Traffic Separator Concrete - TYPE I, 8.5' WIDE	LF	$213.58
G-100-4	Traffic Separator Concrete - TYPE II, 4' WIDE	LF	$127.09
G-100-5	Traffic Separator Concrete - TYPE II, 6' WIDE	LF	$169.28
G-100-6	Traffic Separator Concrete - TYPE II, 8.5' WIDE	LF	$213.58
G-100-7	Traffic Separator Concrete - TYPE IV, 4' WIDE	LF	$127.09
G-100-8	Traffic Separator Concrete - TYPE IV, 6' WIDE	LF	$169.28
G-100-9	Traffic Separator Concrete - TYPE IV, 8.5' WIDE	LF	$213.58
G-100-10	Traffic Separator Concrete - TYPE V, 4' WIDE	LF	$127.09
G-100-11	Traffic Separator Concrete - TYPE V, 6' WIDE	LF	$147.66
G-105	Remove Stripe / Pavement / Message (Grind or Waterblast)	SF	$15.82
G-107	Decorative Stamp installed in concrete finish (City provides stamp)	EA	$52.74
G-108-1	1" SCDH 40 PVC, Conduit, Furnish & Install	LF	$13.39
G-108-2	2" SCDH 40 PVC, Conduit, Furnish & Install	LF	$16.35
G-108-3	3" SCDH 40 PVC, Conduit, Furnish & Install	LF	$23.20
G-108-4	4" SCDH 40 PVC, Conduit, Furnish & Install	LF	$27.42
G-108-5	6" SCDH 40 PVC, Conduit, Furnish & Install	LF	$52.74
W-18-1	Directional Bore - 1" PVC PIPE	LF	$31.64
W-18-2	Directional Bore - 2" PVC PIPE	LF	$52.74
W-18-3	Directional Bore - 3" PVC PIPE	LF	$84.38
W-18-4	Directional Bore - 4" PVC PIPE	LF	$116.02
W-18-5	Directional Bore - 6" PVC PIPE	LF	$103.36
W-18-6	Directional Bore - 2" HDPE PIPE	LF	$42.19

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ITEM	DESCRIPTION	UOM	UNIT COST
W-18-7	Directional Bore - 4" HDPE PIPE	LF	$79.10
W-18-8	Directional Bore - 6" HDPE PIPE	LF	$105.47
W-18-9	Directional Bore - 8" HDPE PIPE	LF	$179.30
W-18-10	Directional Bore - 10 " HDPE PIPE	LF	$263.68
W-18-11	Directional Bore - 12" HDPE PIPE	LF	$332.24
W-18-12	Directional Bore - 14" HDPE PIPE	LF	$432.44
W-18-13	Directional Bore - 16" HDPE PIPE	LF	$506.27
W-18-14	Directional Bore - 18" HDPE PIPE	LF	$632.83
W-20-1	Adjust Valve Box to Grade (Traffic rated metal riser ring)	EA	$738.30
W-20-2	Adjust Valve Box to Grade	EA	$580.10
W-20-3	Adjust Meter Box to Grade	EA	$474.62
S-04-1	Remove Existing 22" Ring & Cover & Replace W/24" Hinged R/C (Labor Only)	EA	$1,265.66
S-04-2	Remove Existing 32" Ring & Cover & Replace W/32" Hinged R/C (Labor Only)	EA	$1,502.98

Certificate Of Completion

Envelope Id: 66E691AB-3D86-80B6-8136-08F04B717E9D
Status: Completed
Subject: FOR SIGNATURE - Amendment 5 - Additional Line Items - TRIP Projects (CIP/230266)
Source Envelope:
Document Pages: 10
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
7/1/2026 12:41:44 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Stuart Savoy ssavoy@cwrcontracting.com Vice-President Security Level: Email, Account Authentication (None)	Signed by: Stuart Savoy 88C66C672C2B455... Signature Adoption: Pre-selected Style Using IP Address: 134.204.25.174	Sent: 7/1/2026 12:43:43 PM Resent: 7/6/2026 1:20:16 PM Viewed: 7/6/2026 1:29:57 PM Signed: 7/6/2026 1:30:17 PM
Electronic Record and Signature Disclosure: Accepted: 7/6/2026 1:29:57 PM ID: c501eeb2-2f01-48cd-9096-bc0b9129d5c1		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/6/2026 1:30:18 PM Viewed: 7/13/2026 5:19:38 PM Signed: 7/13/2026 5:19:49 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/13/2026 5:19:51 PM Viewed: 7/14/2026 3:59:12 PM Signed: 7/14/2026 4:00:49 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/14/2026 4:00:50 PM Viewed: 7/14/2026 4:29:40 PM Signed: 7/14/2026 4:29:51 PM
Electronic Record and Signature Disclosure: Accepted: 7/14/2026 4:29:40 PM ID: 778de775-2132-430a-9e19-80a69029eec7		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/1/2026 12:43:43 PM
Envelope Updated	Security Checked	7/6/2026 1:20:15 PM
Envelope Updated	Security Checked	7/6/2026 1:20:15 PM
Certified Delivered	Security Checked	7/14/2026 4:29:40 PM
Signing Complete	Security Checked	7/14/2026 4:29:51 PM
Completed	Security Checked	7/14/2026 4:29:51 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

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CONTRACT# 220327

CITY OF OCALA
CONTINUING PROFESSIONAL SERVICES
CONTRACT WORK ORDER

WORK ORDER NUMBER # 1

EFFECTIVE DATE:06/22/2026

DS
PL
Contracting Officer
Approval/Initials

Project Title:Traffic Signal Retiming

To: *Jacobs Engineering Group, Inc*
200 S Orange Ave, Suite 900
Orlando, FL 32801

Attn: Ernest Sackey, PE

FUNDING SOURCE: Professional Services

EXPENDITURE ACCOUNT NUMBER: 001-020-201-541-54-31010

In accordance with your executed City Council Agreement, you are hereby authorized to commence the work outlined in the attached scope of work. The approved work order amount as a maximum limiting amount shall not to exceed **$49,717.94**

Requested By: _____ **Date:** 6/23/2026
Department Director

DocuSigned by:
Approved By: Ken Whitehead **Date:** 7/8/2026
56[illegible]
Deputy Assistant City Manager

Created By: Laurie Hornberger **Date:** 6/22/2026

Docusign Envelope ID: 031F3612-D98C-8B44-81C7-13E217213125

EXHIBIT "A"
SCOPE OF SERVICES
FOR
City of Ocala
County: Marion, Florida
February 16, 2026

I. PURPOSE

The purpose of this contract is for the CONSULTANT to provide the City of Ocala with professional services for conducting needed traffic signal retiming studies for selected intersections.

Signal systems will be retimed for both weekday and weekend operation, with the number of timing patterns determined by the data collection effort and approved by the City.

All signal retiming effort shall be in accordance with the City of Ocala Transportation Department Standards and Specifications and FDOT Standard Specifications.

II SERVICES TO BE PROVIDED BY THE CONSULTANT

Task 1: Data Collection

1.1 72-Hr Volume (Approach) Counts

The CONSULTANT shall collect counts for each intersection approach using Jacobs StreetLight data analytics software. The CONSULTANT will recommend locations and perform volume counts within the system as approved by the City. Volume counts shall be obtained through aggregated traffic data sourced from standard weekdays (Tuesday, Wednesday, and Thursday) when schools are in session. Seasonal adjustment factors are included in StreetLight volume determinations.

Task Product

The counts shall be submitted in tabular form broken down into direction of travel, days and hours with fifteen (15) minute increments and hourly totals. The format for the tables will need to be approved by the City. The count information shall be submitted electronically.

City Responsibility

The City shall provide prompt review and approval of approach count locations and count data.

1.2 Turning Movement Counts

The CONSULTANT shall collect and summarize ten (10) hours of fifteen (15) minute turning movement counts (TMCs) at the intersections listed in the Task Work Order, using Jacobs StreetLight data analytics software. The counts shall be conducted during the highest 10 hours of the day and include the AM peak, midday Peak, PM peak, school intake/release times (where

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001-020-201-541-51-31010

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applicable) and Off-peak periods. The counts shall include trucks. Counts shall be obtained through aggregated traffic data sourced from standard weekdays (Tuesday, Wednesday, and Thursday) when schools are in session. Seasonal adjustment factors are included in StreetLight volume determinations. The CONSULTANT will determine the AM, Midday, PM, and Off-peak periods for which 10-hour TMCs at each of the project intersections will be collected. TMCs will be performed using a process acceptable to the City. The CONSULTANT will supply electronic copies of all TMC count data.

Task Product

The counts shall be submitted in tabular form broken down into each approach with each movement separated out, showing the 10 hours tabulated in 15-minute increments and one-hour totals. The format for the count data will need to be approved by the City.

The count information shall be submitted electronically.

City Responsibility

The City shall provide prompt review and approval of the time periods for turning movement counts.

Task 2: Field Review and Inventory

For all intersections identified in the Work Order, the CONSULTANT will perform field reviews & device inventory, to the extent necessary, including vehicle/pedestrian detection at a minimum, to complete the intersection and/or corridor retiming tasks and to provide adequate documentation for the retiming report to be completed by the CONSULTANT. Any hardware deficiencies noted by the CONSULTANT shall be documented and immediately brought to the attention of the City Project Manager and the local maintaining agency contact.

Task Product

Field Review & Inventory Report

City Responsibility

The City shall provide prompt review and approval of the field review and inventory procedure forms.

Task 3: Timing Plans, Coordination and Time of Day Settings

The CONSULTANT shall develop the new timing plans for each isolated intersection using the latest approved version of SYNCHRO (or other approved software). The CONSULTANT shall determine the optimal phasing, cycle length and splits for arterial corridors using the latest approved version of SYNCHRO. Engineering judgment should always be used in correlation with the software.

The CONSULTANT shall refine the offsets from the time-space diagrams generated by SYNCHRO using Tru-Traffic (or other approved software). Tru-Traffic, Time-Space/Platoon

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Progression Diagram Generator, was formerly called TS/PP Draft. The bandwidths, speeds, direction of travel, intersection names and offsets shall be shown on each time-space diagram developed in Tru-Traffic.

The CONSULTANT shall develop multiple traffic control timing patterns for each isolated intersection and arterial listed in the Task Work Order. The number of timing patterns and pattern change times will be determined by the CONSULTANT and approved by the City. Pattern requirements will be determined based on the field data collected by the CONSULTANT and input from the City, but generally the following would apply for a typical weekday:

- AM Peak
- AM Off-Peak
- Midday Peak
- PM Peak Plan
- PM Off-Peak
- Free (Out of Coordination)

Task Product

The CONSULTANT shall submit the draft and final SYNCHRO and Tru-Traffic runs electronically for each of the timing patterns. The results of the SYNCHRO analysis and Tru-Traffic time-space diagrams shall be submitted to the City as Draft Timing Plans for review and approval prior to proceeding with the timing implementation. Upon approval, the Draft Timing Plans shall be used as Initial Timing Plans prior to fine tuning.

Coordination settings that can be implemented on the existing signal system.

Controller timings that can be implemented on the existing signal system.

City approved Timing Sheets submitted electronically.

City Responsibility

Provide prompt review and approval of the intersection analysis.

Task 4: Fine-Tune Field Operations

The CONSULTANT shall fine-tune the implemented timings based on project goals. Fine tuning shall occur immediately after timing plan implementation and at periodic intervals as directed by the City. Depending on characteristics of the particular corridor or network, the monitoring and fine-tuning operation may be defined within a particular Task Work Order to be conducted over an extended period.

Task 5: Final Report

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The CONSULTANT shall prepare a Final Report documenting the tasks performed, data collected, analysis conducted, along with any additional findings or recommendations concerning the operation of the particular signal, corridor, or network. The Final Report shall be signed and sealed by a licensed Professional Engineer.

Task Product

- Hard copy timing sheets to be placed in controller cabinets and on file.
- Hard copy reports signed and sealed by a licensed Professional Engineer with a CD containing:
    - All SYNCHRO and Tru-Traffic electronic files.
    - All travel time run results
    - All data collection electronic files.
    - A PDF version of the Final Report.
    - Any other miscellaneous work products (electronic.)

III Disclaimer

Jacobs will reasonably rely upon the accuracy and completeness of the information/data provided by the CITY or other third parties. City staff will implement traffic signal timings.

The intersections to be retimed are:

1. SW 27th Ave & SW 10th Street
2. NE 25th Ave & NE 24th Street
3. SW 27th Ave & SW 20th Street
4. SE 36th Ave & SE 24th Street
5. SE 36th Ave & SE 17th Street
6. SE 36th Ave & SE 6th Street
7. SE 36th Ave & E FT. King Street
8. SE 31st Street & Lake Weir Ave
9. SE 31st Street & SE 19th Ave
10. SW 20th Street & SW 31st Ave

IV Project Schedule and Fee

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The Not To Exceed Fee for this scope of services is $49,594.47. See attached Cost Estimate.

Notwithstanding anything to the contrary in any forthcoming purchase order that references other terms, the parties agree that services will be performed pursuant to the Agreement.

Project schedule shall follow the general outline below.

Phase	Duration	Key Activities
Project Kickoff & Scoping	1 week	Kickoff meeting with City; Define objectives, corridors, and data needs
Data Collection	1-2 weeks	Traffic counts (turning movement, volume)
Existing Conditions Analysis	2 weeks	Review signal timing sheets; Analyze collected data; Identify issues
Traffic Modeling & Simulation	3–4 weeks	Build Synchro models; Calibrate models; Evaluate alternatives
Timing Plan Development	2 weeks	Develop optimized timing plans; Coordination plans (if applicable)
Implementation	1 week	Upload new timings to controllers; Field verification
Post-Implementation Evaluation	2 weeks	Fine-tuning adjustments
Final Documentation	1 week	Prepare final report; Submit all deliverables to FDOT

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TABLE A

COST ESTIMATE FOR SERVICES
PROJECT:
CLIENT: CITY OF OCALA
BASIS FOR ESTIMATE: COUNCIL-APPROVED HOURLY RATES, CONTRACT #ENG/

SHEET: 1 of 1
DATE: 05/27/2026

		DIRECT LABOR (MAN-HOURS)								
		Project Manager	Senior Engineer	Engineer	Designer	Chief Engineer	Secretary/ Clerical	LABOR HOURS	SUB ($)	LABOR TOTAL
NO.	DESCRIPTION	$217.83	$210.62	$149.26	$119.05	$212.60	$64.47			
1	PROJECT MANAGEMENT	40					5	45		$9,035.55
2	DATA COLLECTION AND FIELD INVENTORY		10	20	20			50		$7,472.40
3	SIGNAL TIMING DEVELOPMENT	5	15		20	40		80		$15,133.45
4	FIELD IMPLEMENTATION AND FINE-TUNING		10		10			20		$3,296.70
5	FINAL REPORTING	4	10		10	10		34		$6,294.02
6	BEFORE- AND AFTER-PERFORMANCE ANALYSIS	4	10	5	40			59		$8,485.82
								SUB TOTAL:	**$ 0.00**	**$49,717.94**
								GRAND TOTAL:	**$49,717.94**	

Certificate Of Completion

Envelope Id: 031F3612-D98C-8B44-81C7-13E217213125
Subject: SIGNATURE: TWO #1 - Traffic Signal Retiming (ENG/220327)
Source Envelope:
Document Pages: 8
Certificate Pages: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 1
Initials: 1

Status: Completed

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
7/8/2026 1:36:37 PM
Security Appliance Status: Connected

Holder: Patricia Lewis
plewis@ocalafl.org
Pool: StateLocal

Location: DocuSign

Signer Events	Signature	Timestamp
Patricia Lewis plewis@ocalafl.org Senior Contract Specialist City of Ocala Security Level: Email, Account Authentication (None)	DS PL Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/8/2026 1:38:03 PM Viewed: 7/8/2026 1:38:13 PM Signed: 7/8/2026 1:38:18 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/8/2026 1:38:19 PM Viewed: 7/8/2026 2:20:17 PM Signed: 7/8/2026 2:23:10 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/8/2026 1:38:03 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	7/8/2026 2:20:17 PM
Signing Complete	Security Checked	7/8/2026 2:23:10 PM
Completed	Security Checked	7/8/2026 2:23:10 PM

Payment Events	Status	Timestamps

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AGREEMENT FOR PERFORMANCE SERVICES

THIS AGREEMENT FOR PERFORMANCE SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **DOWNBEAT, LLC,** a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 81-1118270) ("Artist").

In consideration for the following covenants, conditions, and promises, City agrees to engage Artist for the Performance described below, and Artist agrees to provide services at such Performance under the following terms and conditions:

1. **PERFORMANCE**. City hereby engages Artist to furnish, and Artist agrees to provide **FOUR (4)** sets approximately **ONE HUNDRED NINETY-FIVE (195) MINUTES** in length on **NOVEMBER 21, 2026,** beginning at **3:30 P.M.,** and ending at **8:00 P.M.** in accordance with **Exhibit A – Schedule of Performances** (the "Performance").
   A. Artist will provide their own backline instruments for performance. The load in, set up and sound check time on the date of the Performance shall be at **1:00 P.M.**
   B. Exact time of scheduled Performance may change at City's discretion.
2. **VENUE.** The Performance shall take place at an outdoor venue at **DOWNTOWN SQUARE GAZEBO** during the Light Up Ocala 2026 Event (the "Event").
3. **COMPENSATION**. Artist shall be paid the total sum of **TWO THOUSAND, SEVEN HUNDRED FIFTY AND NO/100 DOLLARS ($2,750)** for the entire Performance (the "Performance Fee").
4. **AMOUNTS DUE TO THE CITY.** Artist must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Artist may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
5. **PERFORMANCE POLICY AND ARTIST RESPONSIBILITIES**. Artist's Performance must be suitable for family audiences. Artist and its employees and/or agents shall perform and conduct themselves in a manner that is consistent with City standards as specified below. Artist's failure to abide by the provisions of this Paragraph shall constitute a material breach of this Agreement at which time City shall have the right to immediately cancel the Performance and dismiss Artist from the Venue, and Artist shall forfeit any remaining compensation due under Paragraph 3 above:

A. **Smoking and Prohibited Substances**: The use of alcohol, illegal drugs, or other controlled substances by Artist, its employees and/or agents during the Performance is strictly prohibited. Artist shall not perform while under the influence of alcoholic beverages, illegal drugs, or other controlled substances. Venue is a non-smoking facility, and no smoking is permitted within the provided hospitality space or within thirty (30) feet of egress doorways. All smoking must take place in outdoor designated areas.

B. **Prohibited Conduct**: Artist's Performance must be suitable for family audiences and Artist, its employees, and/or agents agree to conduct themselves in a professional and courteous manner in compliance with City standards at all times during the performance of their duties under this Agreement. Examples of behavior, dress, and/or language considered to be inconsistent with City standards include, but is not limited to, that which:

   (i) demeans and/or exploits persons on the basis of gender, race, or other grounds;

   (ii) references alcohol, drugs, obscene acts, or other explicit subjects;

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(iii) contains political references, religious proselytizing, discriminatory, or sexually explicit language or images.

C. **Sound and Lighting**: Artist agrees to use the sound and lighting services and personnel provided by the City for the audio and lighting reinforcement of the Performance. Artist agrees that all decisions regarding sound and lighting shall be made solely by City and/or City's production team and will abide by them accordingly.

D. **Stage Access**: Artist acknowledges that stage entry is permitted to Artist, and personnel in capacity for performance and setup. The City will limit stage access to city staff, production staff, and approved community partners and/or sponsors. The public is not permitted on stage before, during, or after the performance.

E. **Pyrotechnics**: Artist shall not be permitted to have or use any type of electronic or pyrotechnic display that in any way creates a hazardous condition for the audience

F. **Copyrights and Licenses**: Artist shall be responsible for obtaining any and all necessary licenses or authorizations related to the provision of its services under this agreement including, but not limited to any ASCAP, BMI, or SESAC license required for the playing of music subject to copyright and shall ensure that any and all license payments required to be made by Artist are made promptly and directly to the licensing or authorizing organization.

6. **NON-PERFORMANCE.** If Artist is unable to provide the Performance due to illness or accident to the Artist or because of a Force Majeure event up to the scheduled performance date, then City shall have no obligation to pay the Performance Fee. If the City did not cancel the event at least THREE **(3)** days prior to its scheduled date, and/or if Artist is present at the venue at the designated date and time for the performance and is willing and able to perform but the Event is cancelled by the City on the day of the event, then Artist shall be paid the full Performance Fee.

7. **SALE OF MERCHANDISE.** City may permit Artist to sell merchandise at the Venue on the date of the Performance. City expressly reserves the right to withhold approval for merchandise sales by Artist. If approval for merchandise sales is granted by City, Artist may retain **ONE HUNDRED PERCENT (100%)** of Artist's gross merchandise sales. Artist shall provide City access to Artist's merchandise inventory and sales records.

8. **FORCE MAJEURE.** The term "Force Majeure" shall include delays, damages, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond the party's control including, without limitation: fire, flood, strikes and labor disputes, pandemic, local or statewide states of emergency, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions or any other like reason which is beyond the control of the respective party.

9. **TERMINATION FOR NON-FUNDING**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Artist without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

10. **INSURANCE*.** Artist shall obtain general liability insurance issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-, as will provide coverage for claims for damages for bodily injury, including accidental death, as well as for claims for property damage. The amount of such insurance shall be not less than $200,000 for injury to one person arising out of a single incident and $400,000 for injuries to more than one person arising out of a single incident, and $200,000 for property damage with a reasonable deductible. Upon request by City, Artist shall provide City with certificates of insurance which shall list "City of Ocala, a Florida municipal corporation," as an Additional Insured. These insurance requirements do not

relieve or limit the liability of Artist. Should Artist desire insurance protecting its personal property from casualty or damage while on the Venue, it will purchase such insurance, it being expressly understood that City is not obligated to purchase any insurance. The insurance required of Artist, or any other insurance of Artist shall be considered primary, and any insurance or self-insurance of City shall be considered excess, as may be applicable, to claims against City which may arise.

***Exceptions and exemptions to these insurance requirements may be allowed at the discretion of the City's HR/Risk Director on a case-by-case basis and evidenced by a separate waiver attached to this Agreement and incorporated herein.**

11. **INDEMNITY**. Artist shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the use of the venue by Artist or the use of any music, materials, devices, or processes that are patented, trademarked, franchised or subject to copyright.
12. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.
13. **JURY WAIVER**. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
14. **PUBLIC RECORDS.** The Artist shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Artist shall:
    A. Keep and maintain public records required by the public agency to perform the service.
    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the

contract term and following completion of the contract if the Artist does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Artist or keep and maintain public records required by the public agency to perform the service. If the Artist transfers all public records to the public agency upon completion of the contract, the Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Artist keeps and maintains public records upon completion of the contract, the Artist shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARTIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

15. **ASSIGNMENT.** This Agreement shall not be assigned by Artist without the prior written consent of City.
16. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
17. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
18. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the State of Florida.
19. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
20. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
21. **ELECTRONIC SIGNATURE(S).** Artist, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a

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duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

22. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
23. **ENTIRE AGREEMENT.** This Agreement and the attached Riders, if any, contains all agreements between the Parties. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement. In the event of a conflict between the terms of this Agreement and the terms of any attached Riders, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement on 7/14/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3674C28E64A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

DOWNBEAT, LLC

By: Signed by:
Michael Rollo
124EDBC029FA433...

Michael Rollo
Printed Name of Signatory

Band Manger
Title of Signatory

Docusign Envelope ID: F11151D2-4B86-8829-8050-B6DE1D6781CA

EXHIBIT A - SCHEDULE OF PERFORMANCES

Downbeat, LLC – 4 shows totaling 195 minutes

A. 3:30pm-4:30pm

B. 4:45pm-5:45pm

C. 6:30pm-7:15pm

D. 7:30pm-8:00pm

Certificate Of Completion

Envelope Id: F11151D2-4B86-8829-8050-B6DE1D6781CA
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Document Pages: 6
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Amber Bartleson
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
7/7/2026 9:54:03 AM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Michael Rollo audioexchangeband@gmail.com Band Manger Security Level: Email, Account Authentication (None)	Signed by: Michael Rollo 124EDBC029FA433... Signature Adoption: Pre-selected Style Using IP Address: 2603:9001:8df0:6630:b98d:b25a:c1e7:5164	Sent: 7/7/2026 9:55:48 AM Viewed: 7/8/2026 12:42:23 PM Signed: 7/8/2026 12:46:47 PM
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William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/8/2026 12:46:48 PM Viewed: 7/13/2026 5:09:51 PM Signed: 7/13/2026 5:10:42 PM
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Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/13/2026 5:10:43 PM Viewed: 7/14/2026 4:01:14 PM Signed: 7/14/2026 4:02:41 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/14/2026 4:02:42 PM Viewed: 7/14/2026 4:29:09 PM Signed: 7/14/2026 4:29:23 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 7/14/2026 4:29:09 PM ID: f11f4cee-11b6-40c1-b300-be601c44f7c5		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/7/2026 9:55:48 AM
Certified Delivered	Security Checked	7/14/2026 4:29:09 PM
Signing Complete	Security Checked	7/14/2026 4:29:23 PM
Completed	Security Checked	7/14/2026 4:29:23 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

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AGREEMENT FOR PERFORMANCE SERVICES

THIS AGREEMENT FOR PERFORMANCE SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **IAN LANE** ("Artist").

In consideration for the following covenants, conditions, and promises, City agrees to engage Artist for the Performance described below, and Artist agrees to provide services at such Performance under the following terms and conditions:

1. **PERFORMANCE**. City hereby engages Artist to furnish, and Artist agrees to provide **ONE (1)** show approximately **THIRTY (30) MINUTES** in length on **FEBRUARY 6, 2027,** beginning at **1:00 P.M.,** and ending at **1:30 P. M.** (the "Performance").

   A. Artist will provide their own backline instruments for performance. The load in, set up and sound check time on the date of the Performance shall be at **11:30 A.M.**

   B. Exact time of scheduled Performance may change at City's discretion.

2. **VENUE.** The Performance shall take place at an outdoor venue at **CITY OF OCALA CITIZENS CIRCLE** during the Brick City Bluegrass Festival event (the "Event").

3. **COMPENSATION**. Artist shall be paid the total sum of **ONE THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS ($1,500)** for the entire Performance (the "Performance Fee").

4. **AMOUNTS DUE TO THE CITY.** Artist must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Artist may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

5. **PERFORMANCE POLICY AND ARTIST RESPONSIBILITIES**. Artist's Performance must be suitable for family audiences. Artist and its employees and/or agents shall perform and conduct themselves in a manner that is consistent with City standards as specified below. Artist's failure to abide by the provisions of this Paragraph shall constitute a material breach of this Agreement at which time City shall have the right to immediately cancel the Performance and dismiss Artist from the Venue, and Artist shall forfeit any remaining compensation due under Paragraph 3 above:

A. **Smoking and Prohibited Substances**: The use of alcohol, illegal drugs, or other controlled substances by Artist, its employees and/or agents during the Performance is strictly prohibited. Artist shall not perform while under the influence of alcoholic beverages, illegal drugs, or other controlled substances. Venue is a non-smoking facility, and no smoking is permitted within the provided hospitality space or within thirty (30) feet of egress doorways. All smoking must take place in outdoor designated areas.

B. **Prohibited Conduct**: Artist's Performance must be suitable for family audiences and Artist, its employees, and/or agents agree to conduct themselves in a professional and courteous manner in compliance with City standards at all times during the performance of their duties under this Agreement. Examples of behavior, dress, and/or language considered to be inconsistent with City standards include, but is not limited to, that which:

   (i) demeans and/or exploits persons on the basis of gender, race, or other grounds;

   (ii) references alcohol, drugs, obscene acts, or other explicit subjects;

   (iii) contains political references, religious proselytizing, discriminatory, or sexually explicit language or images.

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C. **Sound and Lighting**: Artist agrees to use the sound and lighting services and personnel provided by the City for the audio and lighting reinforcement of the Performance. Artist agrees that all decisions regarding sound and lighting shall be made solely by City and/or City's production team and will abide by them accordingly.

D. **Stage Access**: Artist acknowledges that stage entry is permitted to Artist, and personnel in capacity for performance and setup. The City will limit stage access to city staff, production staff, and approved community partners and/or sponsors. The public is not permitted on stage before, during, or after the performance.

E. **Pyrotechnics**: Artist shall not be permitted to have or use any type of electronic or pyrotechnic display that in any way creates a hazardous condition for the audience

F. **Copyrights and Licenses**: Artist shall be responsible for obtaining any and all necessary licenses or authorizations related to the provision of its services under this agreement including, but not limited to any ASCAP, BMI, or SESAC license required for the playing of music subject to copyright and shall ensure that any and all license payments required to be made by Artist are made promptly and directly to the licensing or authorizing organization.

6. **NON-PERFORMANCE.** If Artist is unable to provide the Performance due to illness or accident to the Artist or because of a Force Majeure event up to the scheduled performance date, then City shall have no obligation to pay the Performance Fee. If the City did not cancel the event at least THREE **(3)** days prior to its scheduled date, and/or if Artist is present at the venue at the designated date and time for the performance and is willing and able to perform but the Event is cancelled by the City on the day of the event, then Artist shall be paid the full Performance Fee.

7. **HOSPITALITY.** Artist will secure their own travel and transportation to and from venue.

8. **FORCE MAJEURE.** The term "Force Majeure" shall include delays, damages, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond the party's control including, without limitation: fire, flood, strikes and labor disputes, pandemic, local or statewide states of emergency, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions or any other like reason which is beyond the control of the respective party.

9. **TERMINATION FOR NON-FUNDING**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Artist without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

10. **INSURANCE*.** Artist shall obtain general liability insurance issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-, as will provide coverage for claims for damages for bodily injury, including accidental death, as well as for claims for property damage. The amount of such insurance shall be not less than $200,000 for injury to one person arising out of a single incident and $400,000 for injuries to more than one person arising out of a single incident, and $200,000 for property damage with a reasonable deductible. Upon request by City, Artist shall provide City with certificates of insurance which shall list "City of Ocala, a Florida municipal corporation," as an Additional Insured. These insurance requirements do not relieve or limit the liability of Artist. Should Artist desire insurance protecting its personal property from casualty or damage while on the Venue, it will purchase such insurance, it being expressly understood that City is not obligated to purchase any insurance. The insurance required of Artist, or

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any other insurance of Artist shall be considered primary, and any insurance or self-insurance of City shall be considered excess, as may be applicable, to claims against City which may arise.

***Exceptions and exemptions to these insurance requirements may be allowed at the discretion of the City's HR/Risk Director on a case-by-case basis and evidenced by a separate waiver attached to this Agreement and incorporated herein.**

11. **INDEMNITY**. Artist shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the use of the venue by Artist or the use of any music, materials, devices, or processes that are patented, trademarked, franchised or subject to copyright.

12. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.

13. **JURY WAIVER**. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

14. **PUBLIC RECORDS.** The Artist shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Artist shall:

    A. Keep and maintain public records required by the public agency to perform the service.

    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the

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contract term and following completion of the contract if the Artist does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Artist or keep and maintain public records required by the public agency to perform the service. If the Artist transfers all public records to the public agency upon completion of the contract, the Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Artist keeps and maintains public records upon completion of the contract, the Artist shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARTIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

15. **ASSIGNMENT.** This Agreement shall not be assigned by Artist without the prior written consent of City.

16. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

17. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

18. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

19. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

20. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

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21. **ELECTRONIC SIGNATURE(S).** Artist, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

22. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

23. **ENTIRE AGREEMENT.** This Agreement and the attached Riders, if any, contains all agreements between the Parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. In the event of a conflict between the terms of this Agreement and the terms of any attached Riders, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement on 7/15/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

IAN LANE

By: Signed by:
A5F29E3B1482485...

Ian Lane
Printed Name of Signatory

Mr
Title of Signatory

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VENDOR'S ACKNOWLEDGEMENT AND AGREEMENT IN EXCHANGE FOR WAIVER OF INSURANCE REQUIREMENTS

THIS ACKNOWLEDGEMENT AND AGREEMENT is made by:

Ian Lane

VENDOR NAME

4195 5th Pl Sw Vero Beach, Florida

VENDOR STREET ADDRESS, CITY, STATE, ZIP CODE

VENDOR acknowledges and understands that prior to commencement of an Agreement with the City of Ocala (the "City") and until completion of all obligations under said agreement, all vendors desiring to provide services to the City or to hold special events on City property are required to procure and maintain, for the life of said Agreement, the following types and limitations of liability insurance:

- **Commercial General Liability Insurance** identifying the City, a political subdivision of the State of Florida, and its officials, employees, and volunteers as additional insureds with an endorsement equal or broader to CG 20 26 04 13 from and against all claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons or damage to or loss of property arising out of or in any manner connected with the Vendor's services or event in the amounts of not less than ONE MILLION DOLLARS ($1,000,000.00) PER OCCURRENCE and TWO MILLION DOLLARS ($2,000,000.00) general aggregate.

VENDOR acknowledges and understands that **unless** CITY provides a written waiver of the insurance requirements, the failure of VENDOR to obtain and maintain the required insurance shall constitute a breach of contract.

By signing below, VENDOR intends for this document to serve as its written request for waiver of the foregoing insurance requirements for the following special event to occur on February 6th (IDENTIFY DATE HERE): EVENT DESCRIPTION:

Brick City Bluegrass Festival

In exchange for and acceptance of CITY's waiver of the foregoing insurance requirements, VENDOR, including its successors and assigns, does hereby covenant and agree to indemnify, hold harmless, and defend the City of Ocala and its elected officials, employees, and volunteers from and against any and all claims, actions, liability, loss, damage, injury, death, or expense of any and every kind which may accrue or be suffered by any person, partnership, or other entity of any kind,

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in whole or in part from the intentional or negligent acts or omissions of VENDOR or its employees, agents, subcontractors, successors, or assigns. In the event that any suit or action is brought against CITY, its elected officials, employees, or volunteers for any of the claims described herein, VENDOR, its successors and assigns shall defend the suit or action at VENDOR'S sole cost and expense and shall fully satisfy any judgment that is rendered against CITY, its elected officials, employees, or volunteers, or any combination thereof.

IN WITNESS WHEREOF, the VENDOR sets its hand this 19_____ day of June_____, 2026_____.

Ian Lane

VENDOR SIGNATURE

Ian lane

VENDOR PRINTED NAME

TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:

☐ WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:
_____ (Date)

☐ WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE
_____ (Date)

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in whole or in part from the intentional or negligent acts or omissions of VENDOR or its employees, agents, subcontractors, successors, or assigns. In the event that any suit or action is brought against CITY, its elected officials, employees, or volunteers for any of the claims described herein, VENDOR, its successors and assigns shall defend the suit or action at VENDOR'S sole cost and expense and shall fully satisfy any judgment that is rendered against CITY, its elected officials, employees, or volunteers, or any combination thereof.

1

IN WITNESS WHEREOF, the VENDOR sets its hand this 19_____ day of June_____, 2026_____.

Ian Lane

VENDOR SIGNATURE

Ian lane

VENDOR PRINTED NAME

Richard Dennis

TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:

☒ WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:
6/24/2026 (Date)

☐ WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE
_____ (Date)

2

From: RPBusiness <RPBusiness@ocalafl.gov>
Sent: Wednesday, June 24, 2026 1:47 PM
To: Richard Dennis <rdennis@ocalafl.gov>
Subject: FW: New Contract Request - Ian Lane

Good afternoon,

Please see the waiver for a new performer vendor, Ian Lane, for your approval. He will perform at the 2027 Brick City Bluegrass Festival.

The way he filled it out makes some of the wording appear off the lines.

Certificate Of Completion

Envelope Id: 93D5F893-5B79-8833-810A-0DA3CCB6585E
Status: Completed
Subject: FOR SIGNATURE - (REC/260902) Ian Lane - Brick City Bluegrass Festival
Source Envelope:
Document Pages: 8
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Amber Bartleson
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
7/14/2026 3:28:50 PM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Ian Lane ianlanefiddle@gmail.com Mr Security Level: Email, Account Authentication (None)	Signed by: A5F29E3B1482485... Signature Adoption: Drawn on Device Using IP Address: 2601:58b:4a03:9ac0:a1cf:1a03:c713:618 Signed using mobile	Sent: 7/14/2026 3:30:29 PM Viewed: 7/15/2026 10:17:00 AM Signed: 7/15/2026 10:19:35 AM
Electronic Record and Signature Disclosure: Accepted: 7/15/2026 10:17:00 AM ID: 7c8e4a11-1475-4db3-958f-d56b3c59bd7f		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/15/2026 10:19:37 AM Viewed: 7/15/2026 10:49:14 AM Signed: 7/15/2026 10:49:29 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/15/2026 10:49:30 AM Viewed: 7/15/2026 2:53:11 PM Signed: 7/15/2026 2:54:24 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/15/2026 2:54:25 PM Viewed: 7/20/2026 10:32:06 AM Signed: 7/20/2026 10:32:18 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 7/20/2026 10:32:06 AM ID: 79530d05-140d-4984-9440-272e0a9bf4ba		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/14/2026 3:30:29 PM
Certified Delivered	Security Checked	7/20/2026 10:32:06 AM
Signing Complete	Security Checked	7/20/2026 10:32:18 AM
Completed	Security Checked	7/20/2026 10:32:18 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

File #: 2026-1836 Agenda Item #: 17c.

Submitted By: Judy Wade

Department: Budget

FORMAL TITLE:
Monthly budget-to-actual report and Capital Improvement Project status report as of June 30, 2026

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable

In accordance with City Council direction, attached is a review of the budget-to-actual performance for June 2026. As previously committed, staff will supply the Council with a monthly informational budget-to-actual report at the earliest opportunity after closing balances of the prior month.

Attached is a fund-level summary of all revenues and expenses. For the General Fund, an additional summary report is available at the department level.

Typically, state revenues lag two months behind. Therefore, May and June revenues have not yet been recorded (i.e., Sales Tax, Municipal Revenue sharing, etc.). Additionally, Ad Valorem revenues are at 97.78 percent collected.

A financial status report for Capital Projects is also included.

GENERAL FUND

As of 6/30/2026

FUND # 001		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	62,000,000	81,228,237	0	81,228,237	0.00%
	Total CASH BALANCE FORWARD	**62,000,000**	**81,228,237**	**0**	**81,228,237**	**0.00%**
Revenues	Ad Valorem	44,600,364	44,600,364	43,608,052	992,313	97.78%
	Local Option Taxes	1,760,007	1,760,007	34,349	1,725,658	1.95%
	Utility Service Tax	12,300,000	12,300,000	8,961,459	3,338,541	72.86%
	Communications service Tax	3,300,000	3,300,000	2,263,115	1,036,885	68.58%
	Local Business Tax	436,000	436,000	338,452	97,548	77.63%
	Permits, Fees, Spec Assess	17,756,500	17,756,500	17,624,379	132,121	99.26%
	Intergovernmental Revenue	10,017,106	14,576,256	7,294,673	7,281,583	50.04%
	Charges for Service	4,768,745	4,768,745	7,063,043	(2,294,298)	148.11%
	Fines & Forfeits	580,000	580,000	727,189	(147,189)	125.38%
	Miscellaneous Revenues	818,229	923,229	3,151,786	(2,228,557)	341.39%
	Total Revenues	**96,336,951**	**101,001,101**	**91,066,496**	**9,934,605**	**90.16%**
Transfers from Other Funds	Interfund Transfers	29,763,661	30,069,581	22,626,026	7,443,555	75.25%
	Total Transfers from Other Funds	**29,763,661**	**30,069,581**	**22,626,026**	**7,443,555**	**75.25%**
TOTAL REVENUES & TRANSFERS		**188,100,612**	**212,298,919**	**113,692,521**	**98,606,398**	**53.55%**
Operating Expenditures	Salaries & Benefits	104,675,733	109,373,224	75,774,809	33,598,415	69.28%
	Operating	26,044,595	29,872,881	20,264,580	9,608,300	67.84%
	Capital	1,783,774	9,423,278	5,291,863	4,131,415	56.16%
	Non-Operating	188,000	214,750	207,454	7,296	96.60%
	Total Operating Expenditures	**132,692,102**	**148,884,133**	**101,538,706**	**47,345,427**	**68.20%**
Transfers & Reserves	Transfers to Other Funds	12,352,039	14,475,582	12,303,000	2,172,582	84.99%
	Reserves	43,056,471	48,927,105	0	48,927,105	0.00%
	Total Transfers & Reserves	**55,408,510**	**63,402,687**	**12,303,000**	**51,099,687**	**19.40%**
TOTAL EXPENDITURES		**188,100,612**	**212,286,820**	**113,841,706**	**98,445,114**	**53.63%**

FUND # 091		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	4,534,020	9,159,141	0	9,159,141	0.00%
	Total CASH BALANCE FORWARD	**4,534,020**	**9,159,141**	**0**	**9,159,141**	**0.00%**
Revenues	Ad Valorem	6,076,296	6,076,296	5,937,945	138,351	97.72%
	Intergovernmental Revenue	0	641,112	0	641,112	0.00%
	Miscellaneous Revenues	0	0	319,787	(319,787)	0.00%
	Total Revenues	**6,076,296**	**6,717,408**	**6,257,732**	**459,676**	**93.16%**
TOTAL REVENUES & TRANSFERS		**10,610,316**	**15,876,549**	**6,257,732**	**9,618,817**	**39.41%**
Operating Expenditures	Non-Operating	661,700	55,000	0	55,000	0.00%
	Operating	1,286,602	4,350,999	3,101,247	1,249,752	71.28%
	Capital	1,850,000	2,665,922	236,000	2,429,922	8.85%
	Salaries & Benefits	1,105,948	1,105,948	742,033	363,915	67.09%
	Total Operating Expenditures	**4,904,250**	**8,177,869**	**4,079,280**	**4,098,589**	**49.88%**
Transfers & Reserves	Transfers to Other Funds	0	653,922	230,468	423,454	35.24%
	Reserves	5,706,066	7,044,758	0	7,044,758	0.00%
	Total Transfers & Reserves	**5,706,066**	**7,698,680**	**230,468**	**7,468,212**	**2.99%**
TOTAL EXPENDITURES		**10,610,316**	**15,876,549**	**4,309,749**	**11,566,801**	**27.15%**

FUND # 092		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	2,896,279	5,584,595	0	5,584,595	0.00%
	Total CASH BALANCE FORWARD	**2,896,279**	**5,584,595**	**0**	**5,584,595**	**0.00%**
Revenues	Ad Valorem	2,025,432	2,025,432	1,979,315	46,117	97.72%
	Miscellaneous Revenues	0	0	147,556	(147,556)	0.00%
	Total Revenues	**2,025,432**	**2,025,432**	**2,126,871**	**(101,439)**	**105.01%**
TOTAL REVENUES & TRANSFERS		**4,921,711**	**7,610,027**	**2,126,871**	**5,483,156**	**27.95%**
Operating Expenditures	Operating	293,900	450,930	262,570	188,360	58.23%
	Capital	2,633,634	4,747,906	3,879,272	868,634	81.70%
	Total Operating Expenditures	**2,927,534**	**5,198,836**	**4,141,841**	**1,056,995**	**79.67%**
Transfers & Reserves	Reserves	1,994,177	2,411,191	0	2,411,191	0.00%
	Total Transfers & Reserves	**1,994,177**	**2,411,191**	**0**	**2,411,191**	**0.00%**
TOTAL EXPENDITURES		**4,921,711**	**7,610,027**	**4,141,841**	**3,468,186**	**54.43%**

PARKING FUND

As of 6/30/2026

FUND # 094		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	56,032	138,396	0	138,396	0.00%
	Total CASH BALANCE FORWARD	**56,032**	**138,396**	**0**	**138,396**	**0.00%**
Revenues	Charges for Service	161,000	161,000	179,080	(18,080)	111.23%
	Fines & Forfeits	17,500	17,500	6,053	11,447	34.59%
	Miscellaneous Revenues	0	0	5,416	(5,416)	0.00%
	Total Revenues	**178,500**	**178,500**	**190,548**	**(12,048)**	**106.75%**
Transfers from Other Funds	Interfund Transfers	312,546	312,546	234,410	78,137	75.00%
	Total Transfers from Other Funds	**312,546**	**312,546**	**234,410**	**78,137**	**75.00%**
TOTAL REVENUES & TRANSFERS		**547,078**	**629,442**	**424,958**	**204,484**	**67.51%**
Operating Expenditures	Salaries & Benefits	235,650	235,650	160,238	75,412	68.00%
	Operating	254,794	280,972	94,463	186,509	33.62%
	Capital	56,634	56,634	51,632	5,002	91.17%
	Total Operating Expenditures	**547,078**	**573,256**	**306,333**	**266,923**	**53.44%**
Transfers & Reserves	Transfers to Other Funds	0	56,186	56,186	0	100.00%
	Total Transfers & Reserves	**0**	**56,186**	**56,186**	**0**	**100.00%**
TOTAL EXPENDITURES		**547,078**	**629,442**	**362,519**	**266,923**	**57.59%**

FIRE IMPACT FEES

As of 6/30/2026

FUND # 097		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	585,427	1,430,429	0	1,430,429	0.00%
	Total CASH BALANCE FORWARD	**585,427**	**1,430,429**	**0**	**1,430,429**	**0.00%**
Revenues	Permits, Fees, Spec Assess	0	0	328,955	(328,955)	0.00%
	Miscellaneous Revenues	0	0	30,822	(30,822)	0.00%
	Total Revenues	**0**	**0**	**359,777**	**(359,777)**	**0.00%**
TOTAL REVENUES & TRANSFERS		**585,427**	**1,430,429**	**359,777**	**1,070,652**	**25.15%**
Operating Expenditures	Capital	0	707,222	707,222	0	100.00%
	Total Operating Expenditures	**0**	**707,222**	**707,222**	**0**	**100.00%**
Transfers & Reserves	Reserves	585,427	723,207	0	723,207	0.00%
	Total Transfers & Reserves	**585,427**	**723,207**	**0**	**723,207**	**0.00%**
TOTAL EXPENDITURES		**585,427**	**1,430,429**	**707,222**	**723,207**	**49.44%**

1/8 MILL NEIGHBORHOOD ENHANCE

As of 6/30/2026

FUND # 103		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	1,691,171	2,727,262	0	2,727,262	0.00%
	Total CASH BALANCE FORWARD	**1,691,171**	**2,727,262**	**0**	**2,727,262**	**0.00%**
Revenues	Ad Valorem	1,012,716	1,012,716	989,658	23,058	97.72%
	Miscellaneous Revenues	0	0	72,273	(72,273)	0.00%
	Total Revenues	**1,012,716**	**1,012,716**	**1,061,930**	**(49,214)**	**104.86%**
TOTAL REVENUES & TRANSFERS		**2,703,887**	**3,739,978**	**1,061,930**	**2,678,048**	**28.39%**
Operating Expenditures	Operating	420,000	527,864	384,430	143,434	72.83%
	Capital	215,000	215,000	177,759	37,241	82.68%
	Total Operating Expenditures	**635,000**	**742,864**	**562,189**	**180,675**	**75.68%**
Transfers & Reserves	Reserves	2,068,887	2,997,114	0	2,997,114	0.00%
	Total Transfers & Reserves	**2,068,887**	**2,997,114**	**0**	**2,997,114**	**0.00%**
TOTAL EXPENDITURES		**2,703,887**	**3,739,978**	**562,189**	**3,177,789**	**15.03%**

FUND # 109		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	3,513,890	7,951,563	0	7,951,563	0.00%
	Total CASH BALANCE FORWARD	**3,513,890**	**7,951,563**	**0**	**7,951,563**	**0.00%**
Revenues	Local Option Taxes	5,366,672	5,366,672	3,672,403	1,694,269	68.43%
	Intergovernmental Revenue	0	0	(737)	737	0.00%
	Charges for Service	514,728	514,728	524,949	(10,221)	101.99%
	Fines & Forfeits	5,000	5,000	0	5,000	0.00%
	Miscellaneous Revenues	22,000	22,000	222,482	(200,482)	1011.28%
	Total Revenues	**5,908,400**	**5,908,400**	**4,419,097**	**1,489,303**	**74.79%**
TOTAL REVENUES & TRANSFERS		**9,422,290**	**13,859,963**	**4,419,097**	**9,440,866**	**31.88%**
Operating Expenditures	Operating	2,214,945	3,227,389	1,821,804	1,405,586	56.45%
	Capital	764,183	3,242,512	2,719,037	523,475	83.86%
	Salaries & Benefits	1,943,693	1,943,693	1,365,515	578,178	70.25%
	Total Operating Expenditures	**4,922,821**	**8,413,594**	**5,906,356**	**2,507,238**	**70.20%**
Transfers & Reserves	Reserves	4,499,469	5,446,369	0	5,446,369	0.00%
	Total Transfers & Reserves	**4,499,469**	**5,446,369**	**0**	**5,446,369**	**0.00%**
TOTAL EXPENDITURES		**9,422,290**	**13,859,963**	**5,906,356**	**7,953,607**	**42.61%**

FUND # 111		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	537,898	574,850	0	574,850	0.00%
	Total CASH BALANCE FORWARD	**537,898**	**574,850**	**0**	**574,850**	**0.00%**
Revenues	Ad Valorem	157,167	157,167	155,059	2,108	98.66%
	Miscellaneous Revenues	0	0	15,158	(15,158)	0.00%
	Total Revenues	**157,167**	**157,167**	**170,217**	**(13,050)**	**108.30%**
TOTAL REVENUES & TRANSFERS		**695,065**	**732,017**	**170,217**	**561,800**	**23.25%**
Operating Expenditures	Operating	142,821	142,821	29,082	113,739	20.36%
	Non-Operating	175	175	175	0	100.00%
	Salaries & Benefits	4,428	4,428	3,321	1,107	75.00%
	Total Operating Expenditures	**147,424**	**147,424**	**32,578**	**114,846**	**22.10%**
Transfers & Reserves	Transfers to Other Funds	10,000	10,000	7,500	2,500	75.00%
	Reserves	537,641	574,593	0	574,593	0.00%
	Total Transfers & Reserves	**547,641**	**584,593**	**7,500**	**577,093**	**1.28%**
TOTAL EXPENDITURES		**695,065**	**732,017**	**40,078**	**691,939**	**5.48%**

AFFORDABLE HOUSING FUND

As of 6/30/2026

FUND # 112		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	1,370,820	1,623,107	0	1,623,107	0.00%
	Total CASH BALANCE FORWARD	**1,370,820**	**1,623,107**	**0**	**1,623,107**	**0.00%**
Revenues	Charges for Service	86,000	86,000	68,533	17,467	79.69%
	Miscellaneous Revenues	0	0	51,252	(51,252)	0.00%
	Total Revenues	**86,000**	**86,000**	**119,784**	**(33,784)**	**139.28%**
TOTAL REVENUES & TRANSFERS		**1,456,820**	**1,709,107**	**119,784**	**1,589,323**	**7.01%**
Operating Expenditures	Non-Operating	200,000	200,000	0	200,000	0.00%
	Total Operating Expenditures	**200,000**	**200,000**	**0**	**200,000**	**0.00%**
Transfers & Reserves	Reserves	1,256,820	1,509,107	0	1,509,107	0.00%
	Total Transfers & Reserves	**1,256,820**	**1,509,107**	**0**	**1,509,107**	**0.00%**
TOTAL EXPENDITURES		**1,456,820**	**1,709,107**	**0**	**1,709,107**	**0.00%**

FUND # 115		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	3,269,356	1,188,836	0	1,188,836	0.00%
	Total CASH BALANCE FORWARD	**3,269,356**	**1,188,836**	**0**	**1,188,836**	**0.00%**
Revenues	Permits, Fees, Spec Assess	2,605,000	2,605,000	1,094,042	1,510,958	42.00%
	Charges for Service	1,002,750	1,002,750	389,196	613,555	38.81%
	Miscellaneous Revenues	0	0	35,777	(35,777)	0.00%
	Total Revenues	**3,607,750**	**3,607,750**	**1,519,015**	**2,088,735**	**42.10%**
Transfers from Other Funds	Interfund Transfers	0	1,893,454	1,893,454	0	100.00%
	Total Transfers from Other Funds	**0**	**1,893,454**	**1,893,454**	**0**	**100.00%**
TOTAL REVENUES & TRANSFERS		**6,877,106**	**6,690,040**	**3,412,469**	**3,277,571**	**51.01%**
Operating Expenditures	Salaries & Benefits	2,837,839	2,837,839	1,873,491	964,348	66.02%
	Operating	780,265	873,669	495,452	378,217	56.71%
	Capital	0	12,391	12,391	0	100.00%
	Total Operating Expenditures	**3,618,104**	**3,723,899**	**2,381,334**	**1,342,565**	**63.95%**
Transfers & Reserves	Reserves	3,259,002	2,966,141	0	2,966,141	0.00%
	Total Transfers & Reserves	**3,259,002**	**2,966,141**	**0**	**2,966,141**	**0.00%**
TOTAL EXPENDITURES		**6,877,106**	**6,690,040**	**2,381,334**	**4,308,706**	**35.60%**

FUND # 120		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	11,419,468	38,522,507	0	38,522,507	0.00%
	Total CASH BALANCE FORWARD	**11,419,468**	**38,522,507**	**0**	**38,522,507**	**0.00%**
Revenues	Local Option Taxes	12,246,958	12,246,958	7,795,256	4,451,702	63.65%
	Miscellaneous Revenues	0	0	798,376	(798,376)	0.00%
	Total Revenues	**12,246,958**	**12,246,958**	**8,593,632**	**3,653,326**	**70.17%**
TOTAL REVENUES & TRANSFERS		**23,666,426**	**50,769,465**	**8,593,632**	**42,175,833**	**16.93%**
Operating Expenditures	Operating	5,155,000	5,811,944	4,187,970	1,623,974	72.06%
	Capital	8,505,231	33,586,667	25,705,010	7,881,657	76.53%
	Total Operating Expenditures	**13,660,231**	**39,398,611**	**29,892,980**	**9,505,631**	**75.87%**
Transfers & Reserves	Reserves	10,006,195	11,370,854	0	11,370,854	0.00%
	Total Transfers & Reserves	**10,006,195**	**11,370,854**	**0**	**11,370,854**	**0.00%**
TOTAL EXPENDITURES		**23,666,426**	**50,769,465**	**29,892,980**	**20,876,485**	**58.88%**

FUND # 140		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	0	549,256	0	549,256	0.00%
	Total CASH BALANCE FORWARD	**0**	**549,256**	**0**	**549,256**	**0.00%**
Revenues	Intergovernmental Revenue	0	398,144	427,511	(29,367)	107.38%
	Miscellaneous Revenues	0	5,681	20,689	(15,008)	364.17%
	Total Revenues	**0**	**403,825**	**448,200**	**(44,375)**	**110.99%**
TOTAL REVENUES & TRANSFERS		**0**	**953,081**	**448,200**	**504,881**	**47.03%**
Operating Expenditures	Operating	0	953,081	394,139	558,942	41.35%
	Total Operating Expenditures	**0**	**953,081**	**394,139**	**558,942**	**41.35%**
TOTAL EXPENDITURES		**0**	**953,081**	**394,139**	**558,942**	**41.35%**

FUND # 158		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	12,931,126	17,154,780	0	17,154,780	0.00%
	Total CASH BALANCE FORWARD	**12,931,126**	**17,154,780**	**0**	**17,154,780**	**0.00%**
Revenues	Permits, Fees, Spec Assess	60,000	60,000	27,292	32,708	45.49%
	Intergovernmental Revenue	0	766,320	0	766,320	0.00%
	Charges for Service	8,601,240	8,601,240	6,129,020	2,472,220	71.26%
	Miscellaneous Revenues	0	0	374,257	(374,257)	0.00%
	Total Revenues	**8,661,240**	**9,427,560**	**6,530,570**	**2,896,991**	**69.27%**
TOTAL REVENUES & TRANSFERS		**21,592,366**	**26,582,340**	**6,530,570**	**20,051,771**	**24.57%**
Operating Expenditures	Salaries & Benefits	2,705,026	2,705,026	1,923,964	781,062	71.13%
	Operating	4,427,846	5,265,678	4,178,407	1,087,271	79.35%
	Capital	2,795,702	5,087,077	2,597,786	2,489,291	51.07%
	Total Operating Expenditures	**9,928,574**	**13,057,781**	**8,700,157**	**4,357,624**	**66.63%**
Transfers & Reserves	Reserves	11,663,792	13,524,559	0	13,524,559	0.00%
	Total Transfers & Reserves	**11,663,792**	**13,524,559**	**0**	**13,524,559**	**0.00%**
TOTAL EXPENDITURES		**21,592,366**	**26,582,340**	**8,700,157**	**17,882,183**	**32.73%**

FUND # 261		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	1,768,200	1,768,200	0	1,768,200	0.00%
	Total CASH BALANCE FORWARD	**1,768,200**	**1,768,200**	**0**	**1,768,200**	**0.00%**
Revenues	Miscellaneous Revenues	4,120	4,120	15,450	(11,330)	375.01%
	Total Revenues	**4,120**	**4,120**	**15,450**	**(11,330)**	**375.01%**
Transfers from Other Funds	Interfund Transfers	1,979,600	1,979,600	1,484,700	494,900	75.00%
	Total Transfers from Other Funds	**1,979,600**	**1,979,600**	**1,484,700**	**494,900**	**75.00%**
TOTAL REVENUES & TRANSFERS		**3,751,920**	**3,751,920**	**1,500,150**	**2,251,770**	**39.98%**
Operating Expenditures	Non-Operating	1,953,600	1,953,600	1,953,000	600	99.97%
	Total Operating Expenditures	**1,953,600**	**1,953,600**	**1,953,000**	**600**	**99.97%**
Transfers & Reserves	Transfers to Other Funds	3,520	3,520	0	3,520	0.00%
	Reserves	1,794,800	1,794,800	0	1,794,800	0.00%
	Total Transfers & Reserves	**1,798,320**	**1,798,320**	**0**	**1,798,320**	**0.00%**
TOTAL EXPENDITURES		**3,751,920**	**3,751,920**	**1,953,000**	**1,798,920**	**52.05%**

FUND # 265		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	4,167,484	4,167,484	0	4,167,484	0.00%
	Total CASH BALANCE FORWARD	**4,167,484**	**4,167,484**	**0**	**4,167,484**	**0.00%**
Transfers from Other Funds	Interfund Transfers	5,226,918	5,226,918	3,920,189	1,306,730	75.00%
	Total Transfers from Other Funds	**5,226,918**	**5,226,918**	**3,920,189**	**1,306,730**	**75.00%**
TOTAL REVENUES & TRANSFERS		**9,394,402**	**9,394,402**	**3,920,189**	**5,474,214**	**41.73%**
Operating Expenditures	Non-Operating	5,183,443	5,183,443	5,183,443	0	100.00%
	Total Operating Expenditures	**5,183,443**	**5,183,443**	**5,183,443**	**0**	**100.00%**
Transfers & Reserves	Reserves	4,210,959	4,210,959	0	4,210,959	0.00%
	Total Transfers & Reserves	**4,210,959**	**4,210,959**	**0**	**4,210,959**	**0.00%**
TOTAL EXPENDITURES		**9,394,402**	**9,394,402**	**5,183,443**	**4,210,959**	**55.18%**

FUND # 280		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	5,867,405	5,122,450	0	5,122,450	0.00%
	Total CASH BALANCE FORWARD	**5,867,405**	**5,122,450**	**0**	**5,122,450**	**0.00%**
Revenues	Miscellaneous Revenues	44,600	44,600	53,383	(8,783)	119.69%
	Total Revenues	**44,600**	**44,600**	**53,383**	**(8,783)**	**119.69%**
Transfers from Other Funds	Interfund Transfers	6,650,500	6,650,500	4,987,875	1,662,625	75.00%
	Total Transfers from Other Funds	**6,650,500**	**6,650,500**	**4,987,875**	**1,662,625**	**75.00%**
TOTAL REVENUES & TRANSFERS		**12,562,505**	**11,817,550**	**5,041,258**	**6,776,292**	**42.66%**
Operating Expenditures	Non-Operating	6,537,135	6,537,135	5,792,108	745,027	88.60%
	Total Operating Expenditures	**6,537,135**	**6,537,135**	**5,792,108**	**745,027**	**88.60%**
Transfers & Reserves	Transfers to Other Funds	42,740	42,740	0	42,740	0.00%
	Reserves	5,982,630	5,237,675	0	5,237,675	0.00%
	Total Transfers & Reserves	**6,025,370**	**5,280,415**	**0**	**5,280,415**	**0.00%**
TOTAL EXPENDITURES		**12,562,505**	**11,817,550**	**5,792,108**	**6,025,442**	**49.01%**

FUND # 290		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	3,761,142	3,232,550	0	3,232,550	0.00%
	Total CASH BALANCE FORWARD	**3,761,142**	**3,232,550**	**0**	**3,232,550**	**0.00%**
Revenues	Miscellaneous Revenues	17,000	17,000	33,624	(16,624)	197.79%
	Total Revenues	**17,000**	**17,000**	**33,624**	**(16,624)**	**197.79%**
Transfers from Other Funds	Interfund Transfers	4,236,582	4,236,582	3,177,437	1,059,146	75.00%
	Total Transfers from Other Funds	**4,236,582**	**4,236,582**	**3,177,437**	**1,059,146**	**75.00%**
TOTAL REVENUES & TRANSFERS		**8,014,724**	**7,486,132**	**3,211,060**	**4,275,072**	**42.89%**
Operating Expenditures	Non-Operating	4,236,972	4,236,972	3,708,212	528,760	87.52%
	Total Operating Expenditures	**4,236,972**	**4,236,972**	**3,708,212**	**528,760**	**87.52%**
Transfers & Reserves	Transfers to Other Funds	16,460	16,460	0	16,460	0.00%
	Reserves	3,761,292	3,232,700	0	3,232,700	0.00%
	Total Transfers & Reserves	**3,777,752**	**3,249,160**	**0**	**3,249,160**	**0.00%**
TOTAL EXPENDITURES		**8,014,724**	**7,486,132**	**3,708,212**	**3,777,920**	**49.53%**

FUND # 308		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	678,812	18,936,176	0	18,936,176	0.00%
	Total CASH BALANCE FORWARD	**678,812**	**18,936,176**	**0**	**18,936,176**	**0.00%**
Revenues	Intergovernmental Revenue	0	8,781,761	1,415,858	7,365,903	16.12%
	Charges for Service	0	0	5,401	(5,401)	0.00%
	Total Revenues	**0**	**8,781,761**	**1,421,259**	**7,360,502**	**16.18%**
Transfers from Other Funds	Interfund Transfers	16,399,869	18,399,869	12,299,902	6,099,967	66.85%
	Total Transfers from Other Funds	**16,399,869**	**18,399,869**	**12,299,902**	**6,099,967**	**66.85%**
TOTAL REVENUES & TRANSFERS		**17,078,681**	**46,117,806**	**13,721,160**	**32,396,646**	**29.75%**
Operating Expenditures	Operating	4,719,000	5,625,052	1,074,529	4,550,523	19.10%
	Capital	12,359,681	38,787,462	10,069,647	28,717,815	25.96%
	Total Operating Expenditures	**17,078,681**	**44,412,514**	**11,144,177**	**33,268,337**	**25.09%**
Transfers & Reserves	Reserves	0	1,705,292	0	1,705,292	0.00%
	Total Transfers & Reserves	**0**	**1,705,292**	**0**	**1,705,292**	**0.00%**
TOTAL EXPENDITURES		**17,078,681**	**46,117,806**	**11,144,177**	**34,973,629**	**24.16%**

ELECTRIC CONSTRUCTION FUND

As of 6/30/2026

FUND # 332		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	1,139,347	21,593,674	0	21,593,674	0.00%
	Total CASH BALANCE FORWARD	**1,139,347**	**21,593,674**	**0**	**21,593,674**	**0.00%**
Transfers from Other Funds	Interfund Transfers	8,975,653	8,975,653	6,731,740	2,243,913	75.00%
	Total Transfers from Other Funds	**8,975,653**	**8,975,653**	**6,731,740**	**2,243,913**	**75.00%**
TOTAL REVENUES & TRANSFERS		**10,115,000**	**30,569,327**	**6,731,740**	**23,837,587**	**22.02%**
Operating Expenditures	Operating	0	341,541	296,501	45,040	86.81%
	Capital	10,115,000	28,422,231	15,779,348	12,642,883	55.52%
	Total Operating Expenditures	**10,115,000**	**28,763,772**	**16,075,848**	**12,687,924**	**55.89%**
Transfers & Reserves	Reserves	0	1,779,499	0	1,779,499	0.00%
	Total Transfers & Reserves	**0**	**1,779,499**	**0**	**1,779,499**	**0.00%**
TOTAL EXPENDITURES		**10,115,000**	**30,543,271**	**16,075,848**	**14,467,423**	**52.63%**

AIRPORT GRANTS FUND

As of 6/30/2026

FUND # 341		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
Revenues	Intergovernmental Revenue	0	6,280,948	350,780	5,930,168	5.58%
	Total Revenues	**0**	**6,280,948**	**350,780**	**5,930,168**	**5.58%**
TOTAL REVENUES & TRANSFERS		**0**	**6,280,948**	**350,780**	**5,930,168**	**5.58%**
Operating Expenditures	Operating	0	2,943,869	2,768,212	175,657	94.03%
	Capital	0	3,305,429	2,906,997	398,432	87.95%
	Total Operating Expenditures	**0**	**6,249,298**	**5,675,209**	**574,089**	**90.81%**
TOTAL EXPENDITURES		**0**	**6,249,298**	**5,675,209**	**574,089**	**90.81%**

FUND # 346		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
Revenues	Intergovernmental Revenue	0	1,587,635	403,689	1,183,946	25.43%
	Miscellaneous Revenues	0	39,767	39,767	0	100.00%
	Total Revenues	**0**	**1,627,402**	**443,455**	**1,183,947**	**27.25%**
TOTAL REVENUES & TRANSFERS		**0**	**1,627,402**	**443,455**	**1,183,947**	**27.25%**
Operating Expenditures	Salaries & Benefits	0	288,835	200,460	88,375	69.40%
	Operating	0	1,063,566	557,347	506,219	52.40%
	Capital	0	75,000	0	75,000	0.00%
	Non-Operating	0	200,001	13,327	186,674	6.66%
	Total Operating Expenditures	**0**	**1,627,402**	**771,134**	**856,268**	**47.38%**
TOTAL EXPENDITURES		**0**	**1,627,402**	**771,134**	**856,268**	**47.38%**

FUND # 451		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	3,454,213	4,183,537	0	4,183,537	0.00%
	Total CASH BALANCE FORWARD	**3,454,213**	**4,183,537**	**0**	**4,183,537**	**0.00%**
Revenues	Charges for Service	615,716	615,716	663,332	(47,616)	107.73%
	Miscellaneous Revenues	1,506,966	1,506,966	1,289,605	217,361	85.58%
	Total Revenues	**2,122,682**	**2,122,682**	**1,952,937**	**169,745**	**92.00%**
TOTAL REVENUES & TRANSFERS		**5,576,895**	**6,306,219**	**1,952,937**	**4,353,282**	**30.97%**
Operating Expenditures	Salaries & Benefits	792,317	792,317	531,144	261,173	67.04%
	Operating	872,154	1,492,177	1,156,234	335,943	77.49%
	Capital	0	664,060	565,448	98,611	85.15%
	Total Operating Expenditures	**1,664,471**	**2,948,554**	**2,252,826**	**695,727**	**76.40%**
Transfers & Reserves	Reserves	3,912,424	3,154,753	0	3,154,753	0.00%
	Total Transfers & Reserves	**3,912,424**	**3,154,753**	**0**	**3,154,753**	**0.00%**
TOTAL EXPENDITURES		**5,576,895**	**6,103,307**	**2,252,826**	**3,850,480**	**36.91%**

FUND # 452		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	105,376	(110,155)	0	(110,155)	0.00%
	Total CASH BALANCE FORWARD	**105,376**	**(110,155)**	**0**	**(110,155)**	**0.00%**
Revenues	Charges for Service	1,723,662	1,723,662	1,603,773	119,889	93.04%
	Miscellaneous Revenues	0	0	2,949	(2,949)	0.00%
	Total Revenues	**1,723,662**	**1,723,662**	**1,606,722**	**116,940**	**93.22%**
Transfers from Other Funds	Interfund Transfers	648,996	889,933	727,684	162,249	81.77%
	Total Transfers from Other Funds	**648,996**	**889,933**	**727,684**	**162,249**	**81.77%**
TOTAL REVENUES & TRANSFERS		**2,478,034**	**2,503,440**	**2,334,406**	**169,034**	**93.25%**
Operating Expenditures	Operating	2,011,479	2,011,479	1,631,737	379,742	81.12%
	Capital	293,555	318,961	143,627	175,334	45.03%
	Total Operating Expenditures	**2,305,034**	**2,330,440**	**1,775,364**	**555,076**	**76.18%**
Transfers & Reserves	Transfers to Other Funds	173,000	173,000	129,750	43,250	75.00%
	Total Transfers & Reserves	**173,000**	**173,000**	**129,750**	**43,250**	**75.00%**
TOTAL EXPENDITURES		**2,478,034**	**2,503,440**	**1,905,114**	**598,326**	**76.10%**

FUND # 453		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	4,519,594	9,010,581	0	9,010,581	0.00%
	Total CASH BALANCE FORWARD	**4,519,594**	**9,010,581**	**0**	**9,010,581**	**0.00%**
Revenues	Permits, Fees, Spec Assess	32,940	32,940	32,511	429	98.70%
	Charges for Service	20,000,000	20,000,000	12,553,298	7,446,702	62.77%
	Miscellaneous Revenues	0	0	247,875	(247,875)	0.00%
	Total Revenues	**20,032,940**	**20,032,940**	**12,833,684**	**7,199,256**	**64.06%**
Transfers from Other Funds	Interfund Transfers	0	477,837	0	477,837	0.00%
	Total Transfers from Other Funds	**0**	**477,837**	**0**	**477,837**	**0.00%**
TOTAL REVENUES & TRANSFERS		**24,552,534**	**29,521,358**	**12,833,684**	**16,687,674**	**43.47%**
Operating Expenditures	Salaries & Benefits	5,405,437	5,405,437	3,703,202	1,702,235	68.51%
	Operating	10,546,370	10,620,042	8,943,202	1,676,840	84.21%
	Capital	1,602,360	3,966,501	2,965,352	1,001,149	74.76%
	Total Operating Expenditures	**17,554,167**	**19,991,980**	**15,611,757**	**4,380,223**	**78.09%**
Transfers & Reserves	Transfers to Other Funds	2,479,425	2,479,425	1,859,569	619,856	75.00%
	Reserves	4,518,942	7,049,953	0	7,049,953	0.00%
	Total Transfers & Reserves	**6,998,367**	**9,529,378**	**1,859,569**	**7,669,809**	**19.51%**
TOTAL EXPENDITURES		**24,552,534**	**29,521,358**	**17,471,325**	**12,050,033**	**59.18%**

FUND # 455		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	21,111,994	28,341,838	0	28,341,838	0.00%
	Total CASH BALANCE FORWARD	**21,111,994**	**28,341,838**	**0**	**28,341,838**	**0.00%**
Revenues	Charges for Service	57,461,173	57,461,173	40,345,707	17,115,466	70.21%
	Miscellaneous Revenues	99,017	99,017	1,066,636	(967,619)	1077.22%
	Total Revenues	**57,560,190**	**57,560,190**	**41,412,342**	**16,147,848**	**71.95%**
Transfers from Other Funds	Interfund Transfers	42,740	62,067	0	62,067	0.00%
	Total Transfers from Other Funds	**42,740**	**62,067**	**0**	**62,067**	**0.00%**
TOTAL REVENUES & TRANSFERS		**78,714,924**	**85,964,095**	**41,412,342**	**44,551,753**	**48.17%**
Operating Expenditures	Salaries & Benefits	12,145,752	12,145,752	8,463,180	3,682,572	69.68%
	Operating	19,297,788	19,297,536	15,632,125	3,665,411	81.01%
	Capital	1,696,394	3,065,530	2,699,918	365,612	88.07%
	Total Operating Expenditures	**33,139,934**	**34,508,818**	**26,795,223**	**7,713,595**	**77.65%**
Transfers & Reserves	Transfers to Other Funds	29,172,617	31,172,617	21,879,463	9,293,154	70.19%
	Reserves	16,402,373	20,243,660	0	20,243,660	0.00%
	Total Transfers & Reserves	**45,574,990**	**51,416,277**	**21,879,463**	**29,536,814**	**42.55%**
TOTAL EXPENDITURES		**78,714,924**	**85,925,095**	**48,674,686**	**37,250,409**	**56.65%**

FUND # 457		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	18,892,885	41,191,435	0	41,191,435	0.00%
	Total CASH BALANCE FORWARD	**18,892,885**	**41,191,435**	**0**	**41,191,435**	**0.00%**
Revenues	Intergovernmental Revenue	0	0	(137,293)	137,293	0.00%
	Charges for Service	183,557,748	183,557,748	150,265,774	33,291,974	81.86%
	Fines & Forfeits	159,047	159,047	96,157	62,890	60.46%
	Miscellaneous Revenues	1,255,360	1,255,360	13,660,213	(12,404,853)	1088.15%
	Total Revenues	**184,972,155**	**184,972,155**	**163,884,852**	**21,087,303**	**88.60%**
Transfers from Other Funds	Interfund Transfers	16,460	16,460	0	16,460	0.00%
	Total Transfers from Other Funds	**16,460**	**16,460**	**0**	**16,460**	**0.00%**
TOTAL REVENUES & TRANSFERS		**203,881,500**	**226,180,050**	**163,884,852**	**62,295,198**	**72.46%**
Operating Expenditures	Salaries & Benefits	24,398,774	24,398,774	17,317,411	7,081,363	70.98%
	Operating	132,214,552	132,483,058	113,634,367	18,848,691	85.77%
	Capital	2,884,184	4,659,761	4,320,180	339,581	92.71%
	Non-Operating	0	0	97,549	(97,549)	0.00%
	Total Operating Expenditures	**159,497,510**	**161,541,593**	**135,369,507**	**26,172,086**	**83.80%**
Transfers & Reserves	Transfers to Other Funds	33,265,522	33,265,522	24,949,141	8,316,381	75.00%
	Reserves	11,118,468	31,372,935	0	31,372,935	0.00%
	Total Transfers & Reserves	**44,383,990**	**64,638,457**	**24,949,141**	**39,689,316**	**38.60%**
TOTAL EXPENDITURES		**203,881,500**	**226,180,050**	**160,318,648**	**65,861,402**	**70.88%**

FUND # 490		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	5,830,104	13,308,013	0	13,308,013	0.00%
	Total CASH BALANCE FORWARD	**5,830,104**	**13,308,013**	**0**	**13,308,013**	**0.00%**
Revenues	Intergovernmental Revenue	0	0	(51,289)	51,289	0.00%
	Charges for Service	8,149,772	8,149,772	5,801,857	2,347,915	71.19%
	Miscellaneous Revenues	0	0	279,674	(279,674)	0.00%
	Total Revenues	**8,149,772**	**8,149,772**	**6,030,243**	**2,119,529**	**73.99%**
TOTAL REVENUES & TRANSFERS		**13,979,876**	**21,457,785**	**6,030,243**	**15,427,542**	**28.10%**
Operating Expenditures	Salaries & Benefits	3,924,213	3,924,213	2,433,259	1,490,954	62.01%
	Operating	542,345	1,103,596	434,268	669,328	39.35%
	Capital	5,665,343	9,935,419	3,371,743	6,563,676	33.94%
	Total Operating Expenditures	**10,131,901**	**14,963,228**	**6,239,269**	**8,723,959**	**41.70%**
Transfers & Reserves	Transfers to Other Funds	1,095,181	1,095,181	821,386	273,795	75.00%
	Reserves	2,752,794	5,399,376	0	5,399,376	0.00%
	Total Transfers & Reserves	**3,847,975**	**6,494,557**	**821,386**	**5,673,171**	**12.65%**
TOTAL EXPENDITURES		**13,979,876**	**21,457,785**	**7,060,655**	**14,397,130**	**32.90%**

FUND # 494		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
Revenues	Intergovernmental Revenue	0	26,793,646	2,305,703	24,487,943	8.61%
	Charges for Service	0	233,977	182,961	51,016	78.20%
	Miscellaneous Revenues	0	0	4,336	(4,336)	0.00%
	Total Revenues	**0**	**27,027,623**	**2,493,000**	**24,534,623**	**9.22%**
Transfers from Other Funds	Interfund Transfers	0	718,959	200,443	518,516	27.88%
	Total Transfers from Other Funds	**0**	**718,959**	**200,443**	**518,516**	**27.88%**
TOTAL REVENUES & TRANSFERS		**0**	**27,746,582**	**2,693,443**	**25,053,139**	**9.71%**
Operating Expenditures	Salaries & Benefits	0	676,759	217,309	459,450	32.11%
	Operating	0	7,720,154	4,224,852	3,495,302	54.72%
	Capital	0	19,349,669	8,367,761	10,981,908	43.24%
	Total Operating Expenditures	**0**	**27,746,582**	**12,809,922**	**14,936,660**	**46.17%**
TOTAL EXPENDITURES		**0**	**27,746,582**	**12,809,922**	**14,936,660**	**46.17%**

FUND # 610		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	1,026,958	1,210,745	0	1,210,745	0.00%
	Total CASH BALANCE FORWARD	**1,026,958**	**1,210,745**	**0**	**1,210,745**	**0.00%**
Revenues	Fines & Forfeits	117,000	117,000	198,981	(81,981)	170.07%
	Miscellaneous Revenues	23,000	23,000	53,084	(30,084)	230.80%
	Total Revenues	**140,000**	**140,000**	**252,064**	**(112,064)**	**180.05%**
TOTAL REVENUES & TRANSFERS		**1,166,958**	**1,350,745**	**252,064**	**1,098,681**	**18.66%**
Operating Expenditures	Operating	299,435	299,435	233,476	65,959	77.97%
	Capital	0	78,315	55,965	22,350	71.46%
	Non-Operating	15,000	15,000	14,685	315	97.90%
	Total Operating Expenditures	**314,435**	**392,750**	**304,126**	**88,624**	**77.43%**
Transfers & Reserves	Reserves	852,523	957,995	0	957,995	0.00%
	Total Transfers & Reserves	**852,523**	**957,995**	**0**	**957,995**	**0.00%**
TOTAL EXPENDITURES		**1,166,958**	**1,350,745**	**304,126**	**1,046,619**	**22.52%**

FUND # 615		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	387,367	3,045,336	0	3,045,336	0.00%
	Total CASH BALANCE FORWARD	**387,367**	**3,045,336**	**0**	**3,045,336**	**0.00%**
Revenues	Permits, Fees, Spec Assess	625,770	625,770	420,447	205,323	67.19%
	Miscellaneous Revenues	0	0	73,834	(73,834)	0.00%
	Total Revenues	**625,770**	**625,770**	**494,282**	**131,488**	**78.99%**
TOTAL REVENUES & TRANSFERS		**1,013,137**	**3,671,106**	**494,282**	**3,176,824**	**13.46%**
Operating Expenditures	Capital	150,000	2,773,604	444,549	2,329,055	16.03%
	Total Operating Expenditures	**150,000**	**2,773,604**	**444,549**	**2,329,055**	**16.03%**
Transfers & Reserves	Reserves	863,137	897,502	0	897,502	0.00%
	Total Transfers & Reserves	**863,137**	**897,502**	**0**	**897,502**	**0.00%**
TOTAL EXPENDITURES		**1,013,137**	**3,671,106**	**444,549**	**3,226,557**	**12.11%**

FUND # 616		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	5,295,535	16,408,811	0	16,408,811	0.00%
	Total CASH BALANCE FORWARD	**5,295,535**	**16,408,811**	**0**	**16,408,811**	**0.00%**
Revenues	Permits, Fees, Spec Assess	1,537,901	1,537,901	1,469,312	68,589	95.54%
	Miscellaneous Revenues	0	0	358,609	(358,609)	0.00%
	Total Revenues	**1,537,901**	**1,537,901**	**1,827,921**	**(290,020)**	**118.86%**
TOTAL REVENUES & TRANSFERS		**6,833,436**	**17,946,712**	**1,827,921**	**16,118,791**	**10.19%**
Operating Expenditures	Operating	600,000	1,000,203	46,021	954,182	4.60%
	Capital	4,296,250	13,981,679	2,796,481	11,185,198	20.00%
	Total Operating Expenditures	**4,896,250**	**14,981,882**	**2,842,502**	**12,139,380**	**18.97%**
Transfers & Reserves	Reserves	1,937,186	2,964,830	0	2,964,830	0.00%
	Total Transfers & Reserves	**1,937,186**	**2,964,830**	**0**	**2,964,830**	**0.00%**
TOTAL EXPENDITURES		**6,833,436**	**17,946,712**	**2,842,502**	**15,104,210**	**15.84%**

FUND # 620		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	1,053,000	3,784,578	0	3,784,578	0.00%
	Total CASH BALANCE FORWARD	**1,053,000**	**3,784,578**	**0**	**3,784,578**	**0.00%**
Revenues	Intergovernmental Revenue	675,326	598,766	598,767	(1)	100.00%
	Miscellaneous Revenues	0	0	115,228	(115,228)	0.00%
	Total Revenues	**675,326**	**598,766**	**713,995**	**(115,229)**	**119.24%**
Transfers from Other Funds	Interfund Transfers	984,384	985,686	985,686	0	100.00%
	Total Transfers from Other Funds	**984,384**	**985,686**	**985,686**	**0**	**100.00%**
TOTAL REVENUES & TRANSFERS		**2,712,710**	**5,369,030**	**1,699,681**	**3,669,349**	**31.66%**
Operating Expenditures	Salaries & Benefits	16,637	16,637	20	16,617	0.12%
	Operating	227,376	506,210	4,200	502,010	0.83%
	Capital	746,000	2,826,080	484,936	2,341,144	17.16%
	Non-Operating	400,000	946,636	194,439	752,197	20.54%
	Total Operating Expenditures	**1,390,013**	**4,295,563**	**683,594**	**3,611,969**	**15.91%**
Transfers & Reserves	Reserves	1,322,697	1,073,467	0	1,073,467	0.00%
	Total Transfers & Reserves	**1,322,697**	**1,073,467**	**0**	**1,073,467**	**0.00%**
TOTAL EXPENDITURES		**2,712,710**	**5,369,030**	**683,594**	**4,685,436**	**12.73%**

DOWNTOWN REDEVELOPMENT SUBAREA

As of 6/30/2026

FUND # 621		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	1,074,226	3,576,885	0	3,576,885	0.00%
	Total CASH BALANCE FORWARD	**1,074,226**	**3,576,885**	**0**	**3,576,885**	**0.00%**
Revenues	Intergovernmental Revenue	456,186	401,554	401,554	0	100.00%
	Miscellaneous Revenues	0	0	100,552	(100,552)	0.00%
	Total Revenues	**456,186**	**401,554**	**502,107**	**(100,553)**	**125.04%**
Transfers from Other Funds	Interfund Transfers	664,956	661,036	661,037	(1)	100.00%
	Total Transfers from Other Funds	**664,956**	**661,036**	**661,037**	**(1)**	**100.00%**
TOTAL REVENUES & TRANSFERS		**2,195,368**	**4,639,475**	**1,163,143**	**3,476,332**	**25.07%**
Operating Expenditures	Salaries & Benefits	8,318	8,318	10	8,308	0.12%
	Operating	133,823	169,963	18,198	151,765	10.71%
	Capital	752,000	2,598,685	450,713	2,147,972	17.34%
	Non-Operating	642,000	1,136,563	237,362	899,201	20.88%
	Total Operating Expenditures	**1,536,141**	**3,913,529**	**706,282**	**3,207,247**	**18.05%**
Transfers & Reserves	Reserves	659,227	725,946	0	725,946	0.00%
	Total Transfers & Reserves	**659,227**	**725,946**	**0**	**725,946**	**0.00%**
TOTAL EXPENDITURES		**2,195,368**	**4,639,475**	**706,282**	**3,933,193**	**15.22%**

FUND # 622		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	568,464	2,195,964	0	2,195,964	0.00%
	Total CASH BALANCE FORWARD	**568,464**	**2,195,964**	**0**	**2,195,964**	**0.00%**
Revenues	Intergovernmental Revenue	284,483	250,642	250,642	0	100.00%
	Miscellaneous Revenues	0	0	64,862	(64,862)	0.00%
	Total Revenues	**284,483**	**250,642**	**315,504**	**(64,862)**	**125.88%**
Transfers from Other Funds	Interfund Transfers	414,675	412,605	412,605	0	100.00%
	Total Transfers from Other Funds	**414,675**	**412,605**	**412,605**	**0**	**100.00%**
TOTAL REVENUES & TRANSFERS		**1,267,622**	**2,859,211**	**728,110**	**2,131,101**	**25.47%**
Operating Expenditures	Salaries & Benefits	11,091	11,091	14	11,078	0.12%
	Operating	127,007	312,293	37,933	274,360	12.15%
	Capital	157,000	1,231,278	266,589	964,689	21.65%
	Non-Operating	50,000	167,867	40,857	127,010	24.34%
	Total Operating Expenditures	**345,098**	**1,722,529**	**345,393**	**1,377,136**	**20.05%**
Transfers & Reserves	Reserves	922,524	1,136,682	0	1,136,682	0.00%
	Total Transfers & Reserves	**922,524**	**1,136,682**	**0**	**1,136,682**	**0.00%**
TOTAL EXPENDITURES		**1,267,622**	**2,859,211**	**345,393**	**2,513,818**	**12.08%**

FUND # 623		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	2,334,431	5,122,809	0	5,122,809	0.00%
	Total CASH BALANCE FORWARD	**2,334,431**	**5,122,809**	**0**	**5,122,809**	**0.00%**
Revenues	Intergovernmental Revenue	1,096,077	966,793	966,794	(1)	100.00%
	Miscellaneous Revenues	0	0	166,765	(166,765)	0.00%
	Total Revenues	**1,096,077**	**966,793**	**1,133,559**	**(166,766)**	**117.25%**
Transfers from Other Funds	Interfund Transfers	1,597,689	1,591,529	1,591,530	(1)	100.00%
	Total Transfers from Other Funds	**1,597,689**	**1,591,529**	**1,591,530**	**(1)**	**100.00%**
TOTAL REVENUES & TRANSFERS		**5,028,197**	**7,681,131**	**2,725,089**	**4,956,042**	**35.48%**
Operating Expenditures	Salaries & Benefits	19,408	19,408	23	19,385	0.12%
	Operating	240,060	393,330	12,468	380,862	3.17%
	Capital	550,000	2,161,357	1,008,367	1,152,990	46.65%
	Non-Operating	680,000	1,137,195	283,658	853,537	24.94%
	Total Operating Expenditures	**1,489,468**	**3,711,290**	**1,304,517**	**2,406,773**	**35.15%**
Transfers & Reserves	Reserves	3,538,729	3,969,841	0	3,969,841	0.00%
	Total Transfers & Reserves	**3,538,729**	**3,969,841**	**0**	**3,969,841**	**0.00%**
TOTAL EXPENDITURES		**5,028,197**	**7,681,131**	**1,304,517**	**6,376,614**	**16.98%**

DISABILITY INCOME REPLACEMENT

As of 6/30/2026

FUND # 624		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	46,442	65,478	0	65,478	0.00%
	Total CASH BALANCE FORWARD	**46,442**	**65,478**	**0**	**65,478**	**0.00%**
Revenues	Miscellaneous Revenues	0	0	1,446	(1,446)	0.00%
	Total Revenues	**0**	**0**	**1,446**	**(1,446)**	**0.00%**
TOTAL REVENUES & TRANSFERS		**46,442**	**65,478**	**1,446**	**64,032**	**2.21%**
Operating Expenditures	Operating	3,826	3,826	2,942	884	76.91%
	Total Operating Expenditures	**3,826**	**3,826**	**2,942**	**884**	**76.91%**
Transfers & Reserves	Reserves	42,616	61,652	0	61,652	0.00%
	Total Transfers & Reserves	**42,616**	**61,652**	**0**	**61,652**	**0.00%**
TOTAL EXPENDITURES		**46,442**	**65,478**	**2,942**	**62,536**	**4.49%**

GENERAL LIABILITY CLAIMS FUND

As of 6/30/2026

FUND # 626		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	5,478,848	7,629,899	0	7,629,899	0.00%
	Total CASH BALANCE FORWARD	**5,478,848**	**7,629,899**	**0**	**7,629,899**	**0.00%**
Revenues	Fines & Forfeits	194,000	194,000	31,412	162,588	16.19%
	Miscellaneous Revenues	0	0	193,341	(193,341)	0.00%
	Total Revenues	**194,000**	**194,000**	**224,753**	**(30,753)**	**115.85%**
TOTAL REVENUES & TRANSFERS		**5,672,848**	**7,823,899**	**224,753**	**7,599,146**	**2.87%**
Operating Expenditures	Operating	388,411	(201,197)	(203,933)	2,736	101.36%
	Total Operating Expenditures	**388,411**	**(201,197)**	**(203,933)**	**2,736**	**101.36%**
Transfers & Reserves	Transfers to Other Funds	0	670,351	173,187	497,164	25.84%
	Reserves	5,284,437	7,354,745	0	7,354,745	0.00%
	Total Transfers & Reserves	**5,284,437**	**8,025,096**	**173,187**	**7,851,909**	**2.16%**
TOTAL EXPENDITURES		**5,672,848**	**7,823,899**	**(30,746)**	**7,854,645**	**-0.39%**

FUND # 627		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	9,498,294	7,418,253	0	7,418,253	0.00%
	Total CASH BALANCE FORWARD	**9,498,294**	**7,418,253**	**0**	**7,418,253**	**0.00%**
Revenues	Charges for Service	0	0	10,608	(10,608)	0.00%
	Miscellaneous Revenues	23,853,467	23,853,467	18,963,082	4,890,385	79.50%
	Total Revenues	**23,853,467**	**23,853,467**	**18,973,690**	**4,879,777**	**79.54%**
TOTAL REVENUES & TRANSFERS		**33,351,761**	**31,271,720**	**18,973,690**	**12,298,030**	**60.67%**
Operating Expenditures	Operating	24,022,059	24,024,059	17,816,518	6,207,541	74.16%
	Total Operating Expenditures	**24,022,059**	**24,024,059**	**17,816,518**	**6,207,541**	**74.16%**
Transfers & Reserves	Reserves	9,329,702	7,247,661	0	7,247,661	0.00%
	Total Transfers & Reserves	**9,329,702**	**7,247,661**	**0**	**7,247,661**	**0.00%**
TOTAL EXPENDITURES		**33,351,761**	**31,271,720**	**17,816,518**	**13,455,202**	**56.97%**

FUND # 628		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	9,702,036	7,691,911	0	7,691,911	0.00%
	Total CASH BALANCE FORWARD	**9,702,036**	**7,691,911**	**0**	**7,691,911**	**0.00%**
Revenues	Fines & Forfeits	0	0	20,806	(20,806)	0.00%
	Miscellaneous Revenues	2,753,572	2,753,572	2,630,178	123,394	95.52%
	Total Revenues	**2,753,572**	**2,753,572**	**2,650,984**	**102,588**	**96.27%**
TOTAL REVENUES & TRANSFERS		**12,455,608**	**10,445,483**	**2,650,984**	**7,794,499**	**25.38%**
Operating Expenditures	Salaries & Benefits	50,000	50,000	46,815	3,185	93.63%
	Operating	2,703,572	2,725,976	2,278,105	447,871	83.57%
	Total Operating Expenditures	**2,753,572**	**2,775,976**	**2,324,920**	**451,056**	**83.75%**
Transfers & Reserves	Reserves	9,702,036	7,669,507	0	7,669,507	0.00%
	Total Transfers & Reserves	**9,702,036**	**7,669,507**	**0**	**7,669,507**	**0.00%**
TOTAL EXPENDITURES		**12,455,608**	**10,445,483**	**2,324,920**	**8,120,563**	**22.26%**

FUND # 629		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	188,189,198	208,452,290	0	208,452,290	0.00%
	Total CASH BALANCE FORWARD	**188,189,198**	**208,452,290**	**0**	**208,452,290**	**0.00%**
Revenues	Miscellaneous Revenues	12,491,698	12,491,698	13,385,029	(893,331)	107.15%
	Total Revenues	**12,491,698**	**12,491,698**	**13,385,029**	**(893,331)**	**107.15%**
TOTAL REVENUES & TRANSFERS		**200,680,896**	**220,943,988**	**13,385,029**	**207,558,959**	**6.06%**
Operating Expenditures	Operating	17,777,000	17,777,000	12,527,399	5,249,601	70.47%
	Total Operating Expenditures	**17,777,000**	**17,777,000**	**12,527,399**	**5,249,601**	**70.47%**
Transfers & Reserves	Reserves	182,903,896	203,166,988	0	203,166,988	0.00%
	Total Transfers & Reserves	**182,903,896**	**203,166,988**	**0**	**203,166,988**	**0.00%**
TOTAL EXPENDITURES		**200,680,896**	**220,943,988**	**12,527,399**	**208,416,589**	**5.67%**

FUND # 631		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	99,701,140	113,930,356	0	113,930,356	0.00%
	Total CASH BALANCE FORWARD	**99,701,140**	**113,930,356**	**0**	**113,930,356**	**0.00%**
Revenues	Miscellaneous Revenues	6,900,754	6,900,754	5,117,550	1,783,204	74.16%
	Total Revenues	**6,900,754**	**6,900,754**	**5,117,550**	**1,783,204**	**74.16%**
TOTAL REVENUES & TRANSFERS		**106,601,894**	**120,831,110**	**5,117,550**	**115,713,560**	**4.24%**
Operating Expenditures	Operating	6,725,800	6,725,800	4,386,138	2,339,662	65.21%
	Total Operating Expenditures	**6,725,800**	**6,725,800**	**4,386,138**	**2,339,662**	**65.21%**
Transfers & Reserves	Reserves	99,876,094	114,105,310	0	114,105,310	0.00%
	Total Transfers & Reserves	**99,876,094**	**114,105,310**	**0**	**114,105,310**	**0.00%**
TOTAL EXPENDITURES		**106,601,894**	**120,831,110**	**4,386,138**	**116,444,972**	**3.63%**

FUND # 633		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	98,785,541	110,159,610	0	110,159,610	0.00%
	Total CASH BALANCE FORWARD	**98,785,541**	**110,159,610**	**0**	**110,159,610**	**0.00%**
Revenues	Miscellaneous Revenues	7,650,304	7,650,304	9,023,164	(1,372,860)	117.95%
	Total Revenues	**7,650,304**	**7,650,304**	**9,023,164**	**(1,372,860)**	**117.95%**
TOTAL REVENUES & TRANSFERS		**106,435,845**	**117,809,914**	**9,023,164**	**108,786,750**	**7.66%**
Operating Expenditures	Operating	7,920,500	7,920,500	5,389,733	2,530,767	68.05%
	Total Operating Expenditures	**7,920,500**	**7,920,500**	**5,389,733**	**2,530,767**	**68.05%**
Transfers & Reserves	Reserves	98,515,345	109,889,414	0	109,889,414	0.00%
	Total Transfers & Reserves	**98,515,345**	**109,889,414**	**0**	**109,889,414**	**0.00%**
TOTAL EXPENDITURES		**106,435,845**	**117,809,914**	**5,389,733**	**112,420,181**	**4.57%**

FUND # 650		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	3,218,039	3,766,559	0	3,766,559	0.00%
	Total CASH BALANCE FORWARD	**3,218,039**	**3,766,559**	**0**	**3,766,559**	**0.00%**
TOTAL REVENUES & TRANSFERS		**3,218,039**	**3,766,559**	**0**	**3,766,559**	**0.00%**
Transfers & Reserves	Reserves	3,218,039	3,766,559	0	3,766,559	0.00%
	Total Transfers & Reserves	**3,218,039**	**3,766,559**	**0**	**3,766,559**	**0.00%**
TOTAL EXPENDITURES		**3,218,039**	**3,766,559**	**0**	**3,766,559**	**0.00%**

FUND # 656		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	2,150,826	2,504,740	0	2,504,740	0.00%
	Total CASH BALANCE FORWARD	**2,150,826**	**2,504,740**	**0**	**2,504,740**	**0.00%**
TOTAL REVENUES & TRANSFERS		**2,150,826**	**2,504,740**	**0**	**2,504,740**	**0.00%**
Transfers & Reserves	Reserves	2,150,826	2,504,740	0	2,504,740	0.00%
	Total Transfers & Reserves	**2,150,826**	**2,504,740**	**0**	**2,504,740**	**0.00%**
TOTAL EXPENDITURES		**2,150,826**	**2,504,740**	**0**	**2,504,740**	**0.00%**

ECONOMIC INVESTMENT PROGRAM

As of 6/30/2026

FUND # 674		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
CASH BALANCE FORWARD	Cash Balance Forward	78,869	582,506	0	582,506	0.00%
	Total CASH BALANCE FORWARD	**78,869**	**582,506**	**0**	**582,506**	**0.00%**
Revenues	Miscellaneous Revenues	0	0	15,478	(15,478)	0.00%
	Total Revenues	**0**	**0**	**15,478**	**(15,478)**	**0.00%**
Transfers from Other Funds	Interfund Transfers	695,275	695,275	521,456	173,819	75.00%
	Total Transfers from Other Funds	**695,275**	**695,275**	**521,456**	**173,819**	**75.00%**
TOTAL REVENUES & TRANSFERS		**774,144**	**1,277,781**	**536,934**	**740,847**	**42.02%**
Operating Expenditures	Operating	210,000	210,000	190,000	20,000	90.48%
	Non-Operating	564,144	878,975	384,205	494,770	43.71%
	Total Operating Expenditures	**774,144**	**1,088,975**	**574,205**	**514,770**	**52.73%**
Transfers & Reserves	Transfers to Other Funds	0	188,806	76,547	112,259	40.54%
	Total Transfers & Reserves	**0**	**188,806**	**76,547**	**112,259**	**40.54%**
TOTAL EXPENDITURES		**774,144**	**1,277,781**	**650,752**	**627,029**	**50.93%**

GENERAL FUND DETAIL

As of 6/30/2026

		Adopted Budget FY 25-26	Amended Budget FY 25-26	YTD Actual FY 25-26	YTD Balance FY 25-26	Percentage Rec'd/Used FY 25-26
800 MHZ	Salaries & Benefits	108,780	108,780	69,695	39,085	64.07%
	Operating	598,953	626,541	469,537	157,004	74.94%
	Capital	65,000	62,920	28,685	34,235	45.59%
	Total 800 MHZ	772,733	798,241	567,917	230,323	71.15%
BUSINESS & FINANCIAL SERVICES	Salaries & Benefits	1,804,946	1,804,946	1,342,614	462,332	74.39%
	Operating	408,239	415,714	323,327	92,387	77.78%
	Total Business & Financial Services	2,213,185	2,220,660	1,665,940	554,720	75.02%
CITY CLERK	Salaries & Benefits	487,652	487,652	350,160	137,492	71.81%
	Operating	242,747	245,811	152,773	93,038	62.15%
	Total City Clerk	730,399	733,463	502,933	230,530	68.57%
COMMUNITY DEVELOPMENT SERVICES	Salaries & Benefits	1,234,450	1,234,450	501,165	733,285	40.60%
	Operating	200,022	225,688	157,381	68,307	69.73%
	Total Community Development Services	1,434,472	1,460,138	658,546	801,592	45.10%
ENGINEERING	Salaries & Benefits	2,737,924	2,737,924	1,727,405	1,010,519	63.09%
	Operating	843,522	917,141	637,359	279,782	69.49%
	Capital	11,164	152,912	152,035	877	99.43%
	Total Engineering	3,592,610	3,807,977	2,516,798	1,291,179	66.09%
EXECUTIVE & LEGISLATIVE	Salaries & Benefits	2,823,753	2,846,153	1,966,871	879,282	69.11%
	Operating	2,455,689	2,499,583	1,509,614	989,969	60.39%
	Non-Operating	180,000	206,750	204,254	2,496	98.79%
	Reserves	125,000	255,480	0	255,480	0.00%
	Total Executive & Legislative	5,584,442	5,807,966	3,680,739	2,127,227	63.37%
FACILITIES MAINTENANCE	Salaries & Benefits	1,563,059	1,563,059	1,024,436	538,623	65.54%
	Operating	3,002,749	3,451,826	2,480,154	971,672	71.85%
	Capital	0	239,500	239,484	16	99.99%
	Total Facilities Maintenance	4,565,808	5,254,385	3,744,074	1,510,311	71.26%
FIRE RESCUE	Salaries & Benefits	26,249,534	27,100,034	18,702,332	8,397,702	69.01%
	Operating	4,831,042	5,044,680	3,464,992	1,579,688	68.69%
	Capital	271,310	625,978	613,727	12,251	98.04%
	Total Fire Rescue	31,351,886	32,770,692	22,781,051	9,989,641	69.52%
FLEET MANAGEMENT	Salaries & Benefits	2,541,613	2,541,613	1,620,916	920,697	63.78%
	Operating	3,177,239	3,140,312	2,581,053	559,259	82.19%
	Capital	110,250	151,250	40,113	111,137	26.52%
	Total Fleet Management	5,829,102	5,833,175	4,242,083	1,591,092	72.72%
GRANTS	Salaries & Benefits	81,429	974,550	654,122	320,428	67.12%
	Operating	0	1,649,234	551,266	1,097,968	33.43%
	Capital	0	4,526,699	2,195,362	2,331,337	48.50%
	Total Grants	81,429	7,150,483	3,400,750	3,749,733	47.56%
GROWTH MANAGEMENT	Salaries & Benefits	3,811,836	3,811,836	2,527,764	1,284,072	66.31%
	Operating	1,846,953	1,941,758	966,810	974,948	49.79%
	Capital	0	10,000	0	10,000	0.00%

GROWTH MANAGEMENT	Non-Operating	8,000	8,000	3,200	4,800	40.00%
	Total Growth Management	5,666,789	5,771,594	3,497,774	2,273,820	60.60%
HUMAN RESOURCE & RISK MANAGEMENT	Salaries & Benefits	1,140,263	1,140,263	826,499	313,764	72.48%
	Operating	447,050	422,048	255,243	166,805	60.48%
	Total Human Resource & Risk Management	1,587,313	1,562,311	1,081,742	480,569	69.24%
INFORMATION TECHNOLOGY	Salaries & Benefits	2,863,378	2,863,378	1,981,605	881,773	69.21%
	Operating	3,426,921	3,926,366	3,010,253	916,113	76.67%
	Capital	0	80,520	16,275	64,245	20.21%
	Total Information Technology	6,290,299	6,870,264	5,008,132	1,862,132	72.90%
INTERNAL AUDIT	Salaries & Benefits	491,184	491,184	336,246	154,938	68.46%
	Operating	65,693	67,047	40,110	26,937	59.82%
	Total Internal Audit	556,877	558,231	376,357	181,874	67.42%
NON-DEPARTMENTAL	Salaries & Benefits	5,778,209	5,778,209	3,039,509	2,738,700	52.60%
	Operating	(12,804,854)	(12,804,854)	(9,047,525)	(3,757,329)	70.66%
	Transfers to Other Funds	12,352,039	14,475,582	12,303,000	2,172,582	84.99%
	Reserves	42,931,471	48,671,625	0	48,671,625	0.00%
	Total Non-Departmental	48,256,865	56,120,562	6,294,984	49,825,578	11.22%
OFFICE OF STRATEGIC ENGAGEMENT	Salaries & Benefits	274,177	274,177	198,864	75,313	72.53%
	Operating	53,832	54,735	33,778	20,957	61.71%
	Total Office of Strategic Engagement	328,009	328,912	232,642	96,270	70.73%
POLICE DEPARTMENT	Salaries & Benefits	42,192,067	45,079,874	33,194,954	11,884,920	73.64%
	Operating	9,880,628	10,102,795	7,099,280	3,003,515	70.27%
	Capital	389,500	2,000,766	647,632	1,353,134	32.37%
	Total Police Department	52,462,195	57,183,435	40,941,867	16,241,569	71.60%
PROCUREMENT	Salaries & Benefits	1,308,030	1,308,030	981,742	326,288	75.06%
	Operating	304,167	317,074	163,195	153,879	51.47%
	Total Procurement	1,612,197	1,625,104	1,144,937	480,167	70.45%
PUBLIC WORKS	Operating	941,981	941,981	634,993	306,988	67.41%
	Total Public Works	941,981	941,981	634,993	306,988	67.41%
RECREATION & PARKS	Salaries & Benefits	7,183,449	7,227,112	4,727,909	2,499,203	65.42%
	Operating	6,122,022	6,687,401	4,780,988	1,906,413	71.49%
	Capital	936,550	1,572,733	1,358,548	214,185	86.38%
	Total Recreation & Parks	14,242,021	15,487,246	10,867,445	4,619,801	70.17%
Grand Total Expenditures		**188,100,612**	**212,286,820**	**113,841,706**	**98,445,114**	**53.63%**

Capital Projects & Replacements Status
Fiscal Year 2025-26

As of 6/30/26

Priority		FY2026 Adopted Budget	Increase/ Decrease (BR or FT)	TOTAL Carryforward	REVISED BUDGET	Exp + Encum	Balance
FY26	**AIRPORT**						
1	**Design & Construct RSA RY36 Grading**	-	247,245	-	247,245	237,736	9,509
2	**Construct Rehabilitation Terminal Apron**	-	3,186,355	-	3,186,355	3,186,354	1
3	**Construct T-Hangar Expansion (Grant)**	-	-	-	-	-	-
4	**Construct Phase I Taxiway C (Grant)**	-	-	-	-	-	-
5	**Design TWY-C Apron and C2 (Grant)**	-	-	-	-	-	-
6	**Construct New Rental Car Facility (Grant)**	-	-	-	-	-	-
	Rehab Taxilane and Apron	-	883,536	-	883,536	883,536	-
	Fuel Farm/Wash Rack/Parking Aprons	-	1,141,177	135,830	1,277,007	1,277,007	-
	Design A12 Infrastructure	-	145,101	-	145,101	145,101	-
	North T-Hangar Access Road	-	625,878	268,101	893,979	396,937	497,042
	Design Taxiway C - Phase 1	-	216,996	-	216,996	216,202	794
	Master Plan Update	-	506,597	-	506,597	432,333	74,264
	TOTAL AIRPORT	**-**	**6,952,885**	**403,931**	**7,356,816**	**6,775,206**	**581,610**
FY26	**ELECTRIC**						
1	**Overhead/Underground/Lighting Work Orders/Boring**	4,000,000	438,820	-	4,438,820	4,393,143	45,677
2	**Airport - Electric Capacity Upgrades**	500,000	956,046	-	1,456,046	11,782	1,444,264
3	**Dearmin Substation Upgrade - Phase 2**	1,000,000	1	8,310,212	9,310,213	8,326,562	983,651
4	**Water Plant Substation Upgrade - Phase 2**	250,000	320,541	-	570,541	-	570,541
5	**Shaw Substation TX4 Addition**	500,000	906,344	44,545	1,450,889	587,056	863,833
6	**Underground Primary Cable Replacement**	500,000	865,009	-	1,365,009	374,164	990,845
7	**AMI Meter Replacement Program**	1,325,000	1,172,766	-	2,497,766	823,488	1,674,278
8	**White Substation - Station Relocation - Phase 2**	2,000,000	579,363	-	2,579,363	-	2,579,363
9	**Substation Security Upgrade - Phase 8**	40,000	-	-	40,000	-	40,000
	Hendrix Cable Installation	-	400,000	-	400,000	168,534	231,466
	Airport Substation Upgrade - Phase 2	-	386,103	520,739	906,841	518,475	388,366
	Electric Feeder Improvements	-	1,759,478	-	1,759,478	50,746	1,708,732
	New SCADA/DMS System	-	339,541	-	339,541	294,620	44,921
	Reliability - Padmount Inspect/Refurb/Remediate	-	2,000	-	2,000	1,881	119
	TOTAL ELECTRIC	**10,115,000**	**8,126,012**	**8,875,495**	**27,116,507**	**15,550,452**	**11,566,055**
FY26	**ENGINEERING**						
	Facility Construction & Modification						
1	**Design/Build Fire Training Center**	500,000	2,488,495	-	2,988,495	18,080	2,970,415
2	**Silver Pines Walking Trail Resurfacing**	250,000	-	-	250,000	-	250,000
3	**OPD First Responder Training Facility (Design)**	80,000	-	-	80,000	10,580	69,420
	Jervey Gantt Trail Resurfacing	-	-	47,354	47,354	47,354	-
	Ocala Fiber Network Campus Phase 1	-	127,217	-	127,217	-	127,217
	Fire Station 7 Metal Building	-	354,562	-	354,562	6,711	347,851
	Design/Build Fire Station #8	-	-	4,450,803	4,450,803	4,455,940	(5,138)
	Stormwater Engineering						
1	**Drainage Rehab. & Improvement Program (DRIP)**	2,325,000	127,776	815,212	3,267,988	1,643,254	1,624,734
	Transportation Engineering						
1	**Parking Lot Improvement Program (PLIP)**	400,000	501,392	397,553	1,298,945	400,000	898,945
2	**Transportation Rehabilitation and Improvement Program (TRIP)**	5,655,000	305,938	3,151,190	9,112,128	6,551,655	2,560,473
3	**SR 464 at SE 25th Avenue Improvements**	850,000	-	-	850,000	-	850,000
4	**SW 40th Avenue Realignment (RaceTrac SR 40 West)**	4,200,000	-	-	4,200,000	-	4,200,000
5	**East Fort King Street at SE 22nd Avenue Roundabout**	500,000	-	-	500,000	-	500,000
6	**East Fort King Street at SE 19th Avenue Roundabout**	500,000	-	-	500,000	-	500,000
	Design/Build Parking Garage #2	-	1,571,502	11,093,140	12,664,642	12,259,059	405,583
	SW/NW 44th Avenue Phase 1	-	2,521,592	11,965	2,533,557	11,965	2,521,592
	SR 40 at NW 46th Avenue Signalization	-	-	1,500,359	1,500,359	1,500,359	-
	SW 43rd Court Signalization/Roundabout	-	363,654	1,714,169	2,077,823	1,637,373	440,451
	SW/NW 44th Avenue Phase 2	-	109,835	-	109,835	-	109,835
	TOTAL ENGINEERING	**15,260,000**	**8,471,963**	**23,181,745**	**46,913,707**	**28,542,329**	**18,371,379**
FY26	**OCALA FIBER NETWORK**						
1	**Partial Network Equipment/Upgrade**	262,306	-	-	262,306	71,779	190,527
2	**Adding to Customer Base and System Overbuild**	990,001	291,318	-	1,281,319	642,401	638,918
3	**Annual Fiber Builds - Road Projects**	4,061,563	2,554,729	19,848	6,636,140	2,133,301	4,502,839
	Citywide Telephony Upgrade	-	206,000	110,168	316,168	242,168	74,000
	TOTAL OCALA FIBER NETWORK	**5,313,870**	**3,052,047**	**130,016**	**8,495,933**	**3,089,650**	**5,406,283**

Priority		FY2026 Adopted Budget	Increase/ Decrease (BR or FT)	TOTAL Carryforward	REVISED BUDGET	Exp + Encum	Balance
FY26	**GROWTH MANAGEMENT**						
1	**Downtown CRA Streetscape**	125,000	354,136	258,536	737,672	450,713	286,959
2	**Downtown CRA Land Acquisition**	307,000	663,424	-	970,424	-	970,424
3	**East Ocala CRA Sidewalks**	100,000	1,196,812	43,322	1,340,134	96,186	1,243,948
4	**West Ocala CRA Land Acquisition**	210,500	868,000	-	1,078,500	873,649	204,852
5	**West Ocala CRA Gateways**	50,000	100,000	-	150,000	-	150,000
6	**West Ocala CRA Streetscape**	100,000	161,923	-	261,923	53,285	208,638
7	**East Ocala CRA Gateways**	50,000	100,000	-	150,000	-	150,000
8	**North Magnolia CRA Land Acquisition**	157,000	430,000	-	587,000	-	587,000
9	**West Ocala CRA Reed Place Redevelopment**	200,000	300,000	-	500,000	-	500,000
10	**East Ocala CRA 6th Street Connection and NE 8th Avenue Enhancements**	350,000	-	-	350,000	-	350,000
11	**East Ocala CRA Public Art**	75,000	50,000	-	125,000	-	125,000
12	**North Magnolia Wayfinding**	30,000	13,422	-	43,422	-	43,422
13	**East Ocala CRA Wayfinding**	30,000	57,834	-	87,834	-	87,834
14	**West Ocala CRA Wayfinding**	30,000	50,011	-	80,011	-	80,011
15	**Downtown CRA Wayfinding**	30,000	5,610	-	35,610	-	30,000
16	**East Ocala CRA/FDOT Intersection Enhancements**	221,000	-	-	221,000	-	221,000
17	**Downtown CRA/FDOT Intersection Enhancements**	320,000	-	-	320,000	-	320,000
	Tuscawilla Skatepark - Build Out	-	-	861,768	861,768	861,768	-
	Brownfield EPA Assessment Grant	-	9,280	86,472	95,752	86,672	9,080
	Tucker Hill Infrastructure Improvements	-	-	7,986	7,986	7,985	1
	Wayfinding Signage Program - Phase 2	-	-	3,654	3,654	3,654	-
	Imagine North Magnolia	-	265,526	295,011	560,537	295,010	265,527
	TOTAL GROWTH MANAGEMENT	**2,385,500**	**4,625,978**	**1,556,748**	**8,568,227**	**2,728,920**	**5,833,696**
FY26	**OCALA POLICE DEPARTMENT**						
	None for FY 2026	-	-	-	-	-	-
	Real Time Crime Center	-	51,486	-	1,212,128	154,059	1,058,069
	TOTAL POLICE	**-**	**51,486**	**-**	**1,212,128**	**154,059**	**1,058,069**
FY26	**RECREATION & PARKS**						
1	**Pickleball Court Construction-Jervey Gantt & Clyatt**	215,000	-	-	215,000	177,759	37,241
2	**Jervey Gantt Pool Deck Resurfacing**	255,000	7,850	-	262,850	262,580	270
3	**Croskey Center Bleacher Replacement**	175,000	(7,850)	-	167,150	129,469	37,681
4	**Replace Wash Down Pad & Chemical Containment Basir**	95,000	-	-	95,000	-	95,000
5	**Bunker Restoration**	75,000	-	-	75,000	-	75,000
6	**Coquina Surfacing**	25,000	-	-	25,000	-	25,000
	TOTAL RECREATION & PARKS	**840,000**	**-**	**-**	**840,000**	**569,808**	**270,192**
FY26	**WATER RESOURCES**						
1	**Water/Sewer Line Improvement Program**	1,300,000	510,070	58,147	1,868,217	308,072	1,560,145
2	**Lift Station Improvement Program**	700,000	353,732	19,065	1,072,797	407,868	664,929
3	**WRF Improvement Program - Wastewater Master Plan**	2,832,250	7,209,870	18,623	10,060,743	950	10,059,794
4	**WTP #2 - Facility Construction**	8,644,688	6,918,839	3,386,793	18,950,320	3,834,128	15,116,192
	WTP #2 (Grant)	-	13,733	1,931,051	1,944,784	1,931,051	13,733
5	**Water Impact Line Ext & Capacity Imp (Impact Fee)**	150,000	108,652	5,493	264,145	5,492	258,653
6	**CIPP Lining**	500,000	-	-	500,000	123,566	376,434
7	**WTP Improvement Program - Water Master Plan**	319,000	51,000	-	370,000	63,703	306,297
8	**Water, Sewer & Lift Station Reuse Reimbursement**	70,000	70,000	-	140,000	-	140,000
9	**Sewer & Reuse Line Ext & Capacity Imp (Impact fee)**	1,000,000	(280,149)	963,700	1,683,551	1,162,093	521,458
10	**Winding Oaks**	2,619,993	2,070,402	439,057	5,129,452	439,057	4,690,395
11	**Reclaim Water Plan**	464,000	-	-	464,000	-	464,000
12	**WRF #3 Expansion Design**	2,000,000	-	-	2,000,000	-	2,000,000
13	**Central Lines Shop**	500,000	-	-	500,000	-	500,000
14	**7 Bay Equipment Maintenance Truck Shed**	425,000	-	-	425,000	-	425,000
15	**7 Bay Central Lines Truck Shed**	425,000	-	-	425,000	-	425,000
	ARPA WRF#3 Force Main Project	-	65,267	81,632	146,899	81,631	65,268
	Ocala Sewer Exfiltration Phase 7 (LPA070)	-	-	113	113	112	1
	Water Treatment Plant #2 Design	-	-	1,004,625	1,004,625	1,004,625	0
	Lower FL Aquifer Conv. Phase IV	-	4,000,000	-	4,000,000	-	4,000,000
	Ocala Force Main Construction (LPS0596) (Grant)	-	-	500,000	500,000	500,000	-
	FEMA HMGP / H0576 / P#4337-424	-	858,600	131,874	990,474	203,910	786,564
	FEMA HMGP 4337-319-R	-	18,433	9,997	28,430	(28,335)	56,765
	Meadow Oaks/Southwind/College Heights Park	-	120,000	1,508	121,508	121,508	-
	Meadow Oaks/Southwind/College Heights (Grant)	-	-	92,317	92,317	92,316	1
	Lower FL Aquifer Conv. Phase V (LPA0709) (Grant)	-	250,000	957,788	1,207,788	957,788	250,001
	Lift Station Improvement Program	-	-	203	203	203	-
	TOTAL WATER RESOURCES	**21,949,931**	**22,338,449**	**9,601,986**	**53,890,366**	**11,209,736**	**42,680,629**
FY26	**FACILITIES MAINTENANCE**						
	CMO/City Hall	1,550,000	35,000	-	1,585,000	900,651	684,349
	Electric	90,000	-	-	90,000	41,537	48,463
	Facilities Management	1,225,000	118,900	3,305	1,347,205	665,209	681,996
	Growth Management	66,000	75,000	-	141,000	59,080	81,920
	Ocala Fiber Network	150,000	(13,091)	-	136,909	83,780	53,129
	Ocala Fire Rescue-001 Fund	100,000	-	-	100,000	2,178	97,822
	Ocala Fire Rescue-092 Fund	12,000	100,000	-	112,000	84,132	27,868
	Ocala Police Department	150,000	(1)	-	149,999	-	149,999
	Public Works	13,000	-	-	13,000	-	13,000
	Recreation & Parks	535,000	255,000	-	790,000	153,004	636,996
	TOTAL FACILITIES MAINTENANCE	**3,891,000**	**570,808**	**3,305**	**4,465,113**	**1,989,573**	**2,475,541**

Priority		FY2026 Adopted Budget	Increase/ Decrease (BR or FT)	TOTAL Carryforward	REVISED BUDGET	Exp + Encum	Balance
FY26	**FLEET MANAGEMENT**						
	Electric	2,797,809	(80,212)	1,848,874	4,566,471	4,286,890	279,581
	Engineering/Transportation	11,164	-	-	11,164	10,287	877
	Fleet Management	110,250	41,000	-	151,250	40,113	111,137
	Golf	98,555	-	25,406	123,961	143,627	(19,666)
	Growth Management	56,634	-	-	56,634	51,632	5,002
	Ocala Fiber Network	322,973	-	-	322,973	314,703	8,270
	Ocala Fire Rescue-001 Fund	43,310	336,110	-	379,420	367,170	12,250
	Ocala Fire Rescue-092 Fund	1,080,347	949,135	-	2,029,482	1,728,161	301,321
	Ocala Fire Rescue-120 Fund	1,884,854	1,970,953	-	3,855,807	3,144,679	711,128
	Ocala Police Department-092 Fund	1,326,787	38,036	-	1,364,823	1,143,085	221,738
	Ocala Police Department-120 Fund	2,395,377	(32,246)	378,165	2,741,296	2,653,085	88,211
	Public Works-109 Fund	772,283	392,406	-	1,164,689	1,081,664	83,025
	Public Works-158 Fund	495,702	347,201	-	842,903	841,903	1,000
	Public Works-453 Fund	1,602,360	1,459,720	443,521	3,505,601	2,504,452	1,001,149
	Recreation & Parks	498,050	144,791	18,374	661,215	487,339	173,876
	Water Resources	1,308,450	821,139	673,328	2,802,917	2,455,701	347,216
	TOTAL FLEET MANAGEMENT	**14,804,905**	**6,388,033**	**3,387,668**	**24,580,606**	**21,254,493**	**3,326,113**
FY26	**INFORMATION TECHNOLOGY**						
	Airport	1,200	-	-	1,200	791	409
	Budget/Finance	7,550	-	-	7,550	5,229	2,321
	City Clerk's Office/CMO	84,200	157	-	84,357	64,248	20,109
	Community Development Services	6,300	-	-	6,300	5,004	1,296
	Electric	109,550	-	-	109,550	89,431	20,119
	Engineering	10,350	1,043	-	11,393	7,151	4,242
	Facilities	5,100	1,086	-	6,186	4,717	1,469
	Fleet	20,600	-	-	20,600	13,731	6,869
	Growth	28,000	4,027	-	32,027	24,225	7,802
	Human Resources/Risk	2,600	2,463	-	5,063	5,061	2
	Information Technology	448,200	89,627	6,165	543,992	521,263	22,729
	Ocala Fiber Network	12,400	7,290	-	19,690	17,703	1,987
	Ocala Fire Rescue	72,000	(20,875)	1,010	52,135	52,084	51
	Ocala Police Department	677,900	(15,558)	-	662,342	246,885	415,457
	Public Works-109 Fund	7,100	-	-	7,100	1,486	5,614
	Public Works-453 Fund	2,650	-	-	2,650	1,628	1,022
	Recreation & Parks	20,050	5,794	980	26,824	22,639	4,185
	Water Resources	31,000	607	-	31,607	27,073	4,534
	TOTAL INFORMATION TECHNOLOGY	**1,546,750**	**75,661**	**8,155**	**1,630,566**	**1,110,348**	**520,218**
	TOTAL FY2025-26 CIP	**76,106,956**	**60,653,322**	**47,149,048**	**185,069,968**	**92,974,573**	**92,089,785**

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AGREEMENT FOR PERFORMANCE SERVICES

THIS AGREEMENT FOR PERFORMANCE SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **IAN LANE** ("Artist").

In consideration for the following covenants, conditions, and promises, City agrees to engage Artist for the Performance described below, and Artist agrees to provide services at such Performance under the following terms and conditions:

1. **PERFORMANCE**. City hereby engages Artist to furnish, and Artist agrees to provide **ONE (1)** show approximately **THIRTY (30) MINUTES** in length on **FEBRUARY 6, 2027,** beginning at **1:00 P.M.,** and ending at **1:30 P. M.** (the "Performance").

   A. Artist will provide their own backline instruments for performance. The load in, set up and sound check time on the date of the Performance shall be at **11:30 A.M.**

   B. Exact time of scheduled Performance may change at City's discretion.

2. **VENUE.** The Performance shall take place at an outdoor venue at **CITY OF OCALA CITIZENS CIRCLE** during the Brick City Bluegrass Festival event (the "Event").

3. **COMPENSATION**. Artist shall be paid the total sum of **ONE THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS ($1,500)** for the entire Performance (the "Performance Fee").

4. **AMOUNTS DUE TO THE CITY.** Artist must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Artist may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

5. **PERFORMANCE POLICY AND ARTIST RESPONSIBILITIES**. Artist's Performance must be suitable for family audiences. Artist and its employees and/or agents shall perform and conduct themselves in a manner that is consistent with City standards as specified below. Artist's failure to abide by the provisions of this Paragraph shall constitute a material breach of this Agreement at which time City shall have the right to immediately cancel the Performance and dismiss Artist from the Venue, and Artist shall forfeit any remaining compensation due under Paragraph 3 above:

A. **Smoking and Prohibited Substances**: The use of alcohol, illegal drugs, or other controlled substances by Artist, its employees and/or agents during the Performance is strictly prohibited. Artist shall not perform while under the influence of alcoholic beverages, illegal drugs, or other controlled substances. Venue is a non-smoking facility, and no smoking is permitted within the provided hospitality space or within thirty (30) feet of egress doorways. All smoking must take place in outdoor designated areas.

B. **Prohibited Conduct**: Artist's Performance must be suitable for family audiences and Artist, its employees, and/or agents agree to conduct themselves in a professional and courteous manner in compliance with City standards at all times during the performance of their duties under this Agreement. Examples of behavior, dress, and/or language considered to be inconsistent with City standards include, but is not limited to, that which:

   (i) demeans and/or exploits persons on the basis of gender, race, or other grounds;

   (ii) references alcohol, drugs, obscene acts, or other explicit subjects;

   (iii) contains political references, religious proselytizing, discriminatory, or sexually explicit language or images.

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C. **Sound and Lighting**: Artist agrees to use the sound and lighting services and personnel provided by the City for the audio and lighting reinforcement of the Performance. Artist agrees that all decisions regarding sound and lighting shall be made solely by City and/or City's production team and will abide by them accordingly.

D. **Stage Access**: Artist acknowledges that stage entry is permitted to Artist, and personnel in capacity for performance and setup. The City will limit stage access to city staff, production staff, and approved community partners and/or sponsors. The public is not permitted on stage before, during, or after the performance.

E. **Pyrotechnics**: Artist shall not be permitted to have or use any type of electronic or pyrotechnic display that in any way creates a hazardous condition for the audience

F. **Copyrights and Licenses**: Artist shall be responsible for obtaining any and all necessary licenses or authorizations related to the provision of its services under this agreement including, but not limited to any ASCAP, BMI, or SESAC license required for the playing of music subject to copyright and shall ensure that any and all license payments required to be made by Artist are made promptly and directly to the licensing or authorizing organization.

6. **NON-PERFORMANCE.** If Artist is unable to provide the Performance due to illness or accident to the Artist or because of a Force Majeure event up to the scheduled performance date, then City shall have no obligation to pay the Performance Fee. If the City did not cancel the event at least THREE **(3)** days prior to its scheduled date, and/or if Artist is present at the venue at the designated date and time for the performance and is willing and able to perform but the Event is cancelled by the City on the day of the event, then Artist shall be paid the full Performance Fee.

7. **HOSPITALITY.** Artist will secure their own travel and transportation to and from venue.

8. **FORCE MAJEURE.** The term "Force Majeure" shall include delays, damages, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond the party's control including, without limitation: fire, flood, strikes and labor disputes, pandemic, local or statewide states of emergency, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions or any other like reason which is beyond the control of the respective party.

9. **TERMINATION FOR NON-FUNDING**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Artist without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

10. **INSURANCE*.** Artist shall obtain general liability insurance issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-, as will provide coverage for claims for damages for bodily injury, including accidental death, as well as for claims for property damage. The amount of such insurance shall be not less than $200,000 for injury to one person arising out of a single incident and $400,000 for injuries to more than one person arising out of a single incident, and $200,000 for property damage with a reasonable deductible. Upon request by City, Artist shall provide City with certificates of insurance which shall list "City of Ocala, a Florida municipal corporation," as an Additional Insured. These insurance requirements do not relieve or limit the liability of Artist. Should Artist desire insurance protecting its personal property from casualty or damage while on the Venue, it will purchase such insurance, it being expressly understood that City is not obligated to purchase any insurance. The insurance required of Artist, or

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any other insurance of Artist shall be considered primary, and any insurance or self-insurance of City shall be considered excess, as may be applicable, to claims against City which may arise.

***Exceptions and exemptions to these insurance requirements may be allowed at the discretion of the City's HR/Risk Director on a case-by-case basis and evidenced by a separate waiver attached to this Agreement and incorporated herein.**

11. **INDEMNITY**. Artist shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the use of the venue by Artist or the use of any music, materials, devices, or processes that are patented, trademarked, franchised or subject to copyright.

12. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.

13. **JURY WAIVER**. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

14. **PUBLIC RECORDS.** The Artist shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Artist shall:

    A. Keep and maintain public records required by the public agency to perform the service.

    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the

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contract term and following completion of the contract if the Artist does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Artist or keep and maintain public records required by the public agency to perform the service. If the Artist transfers all public records to the public agency upon completion of the contract, the Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Artist keeps and maintains public records upon completion of the contract, the Artist shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARTIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

15. **ASSIGNMENT.** This Agreement shall not be assigned by Artist without the prior written consent of City.

16. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

17. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

18. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

19. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

20. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

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21. **ELECTRONIC SIGNATURE(S).** Artist, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

22. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

23. **ENTIRE AGREEMENT.** This Agreement and the attached Riders, if any, contains all agreements between the Parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. In the event of a conflict between the terms of this Agreement and the terms of any attached Riders, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement on 7/15/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

IAN LANE

By: Signed by:
A5F29E3B1482485...

Ian Lane
Printed Name of Signatory

Mr
Title of Signatory

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VENDOR'S ACKNOWLEDGEMENT AND AGREEMENT IN EXCHANGE FOR WAIVER OF INSURANCE REQUIREMENTS

THIS ACKNOWLEDGEMENT AND AGREEMENT is made by:

Ian Lane

VENDOR NAME

4195 5th Pl Sw Vero Beach, Florida

VENDOR STREET ADDRESS, CITY, STATE, ZIP CODE

VENDOR acknowledges and understands that prior to commencement of an Agreement with the City of Ocala (the "City") and until completion of all obligations under said agreement, all vendors desiring to provide services to the City or to hold special events on City property are required to procure and maintain, for the life of said Agreement, the following types and limitations of liability insurance:

- **Commercial General Liability Insurance** identifying the City, a political subdivision of the State of Florida, and its officials, employees, and volunteers as additional insureds with an endorsement equal or broader to CG 20 26 04 13 from and against all claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons or damage to or loss of property arising out of or in any manner connected with the Vendor's services or event in the amounts of not less than ONE MILLION DOLLARS ($1,000,000.00) PER OCCURRENCE and TWO MILLION DOLLARS ($2,000,000.00) general aggregate.

VENDOR acknowledges and understands that **unless** CITY provides a written waiver of the insurance requirements, the failure of VENDOR to obtain and maintain the required insurance shall constitute a breach of contract.

By signing below, VENDOR intends for this document to serve as its written request for waiver of the foregoing insurance requirements for the following special event to occur on February 6th (IDENTIFY DATE HERE): EVENT DESCRIPTION:

Brick City Bluegrass Festival

In exchange for and acceptance of CITY's waiver of the foregoing insurance requirements, VENDOR, including its successors and assigns, does hereby covenant and agree to indemnify, hold harmless, and defend the City of Ocala and its elected officials, employees, and volunteers from and against any and all claims, actions, liability, loss, damage, injury, death, or expense of any and every kind which may accrue or be suffered by any person, partnership, or other entity of any kind,

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in whole or in part from the intentional or negligent acts or omissions of VENDOR or its employees, agents, subcontractors, successors, or assigns. In the event that any suit or action is brought against CITY, its elected officials, employees, or volunteers for any of the claims described herein, VENDOR, its successors and assigns shall defend the suit or action at VENDOR'S sole cost and expense and shall fully satisfy any judgment that is rendered against CITY, its elected officials, employees, or volunteers, or any combination thereof.

IN WITNESS WHEREOF, the VENDOR sets its hand this 19_____ day of June_____, 2026_____.

Ian Lane

VENDOR SIGNATURE

Ian lane

VENDOR PRINTED NAME

TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:

☐ WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:
_____ (Date)

☐ WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE
_____ (Date)

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in whole or in part from the intentional or negligent acts or omissions of VENDOR or its employees, agents, subcontractors, successors, or assigns. In the event that any suit or action is brought against CITY, its elected officials, employees, or volunteers for any of the claims described herein, VENDOR, its successors and assigns shall defend the suit or action at VENDOR'S sole cost and expense and shall fully satisfy any judgment that is rendered against CITY, its elected officials, employees, or volunteers, or any combination thereof.

1

IN WITNESS WHEREOF, the VENDOR sets its hand this 19_____ day of June_____, 2026_____.

Ian Lane

VENDOR SIGNATURE

Ian lane

VENDOR PRINTED NAME

Richard Dennis

TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:

☒ WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:
6/24/2026 (Date)

☐ WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE
_____ (Date)

2

From: RPBusiness <RPBusiness@ocalafl.gov>
Sent: Wednesday, June 24, 2026 1:47 PM
To: Richard Dennis <rdennis@ocalafl.gov>
Subject: FW: New Contract Request - Ian Lane

Good afternoon,

Please see the waiver for a new performer vendor, Ian Lane, for your approval. He will perform at the 2027 Brick City Bluegrass Festival.

The way he filled it out makes some of the wording appear off the lines.

Certificate Of Completion

Envelope Id: 93D5F893-5B79-8833-810A-0DA3CCB6585E
Status: Completed
Subject: FOR SIGNATURE - (REC/260902) Ian Lane - Brick City Bluegrass Festival
Source Envelope:
Document Pages: 8
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Amber Bartleson
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
7/14/2026 3:28:50 PM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Ian Lane ianlanefiddle@gmail.com Mr Security Level: Email, Account Authentication (None)	Signed by: A5F29E3B1482485... Signature Adoption: Drawn on Device Using IP Address: 2601:58b:4a03:9ac0:a1cf:1a03:c713:618 Signed using mobile	Sent: 7/14/2026 3:30:29 PM Viewed: 7/15/2026 10:17:00 AM Signed: 7/15/2026 10:19:35 AM
Electronic Record and Signature Disclosure: Accepted: 7/15/2026 10:17:00 AM ID: 7c8e4a11-1475-4db3-958f-d56b3c59bd7f		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/15/2026 10:19:37 AM Viewed: 7/15/2026 10:49:14 AM Signed: 7/15/2026 10:49:29 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/15/2026 10:49:30 AM Viewed: 7/15/2026 2:53:11 PM Signed: 7/15/2026 2:54:24 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/15/2026 2:54:25 PM Viewed: 7/20/2026 10:32:06 AM Signed: 7/20/2026 10:32:18 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 7/20/2026 10:32:06 AM ID: 79530d05-140d-4984-9440-272e0a9bf4ba		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/14/2026 3:30:29 PM
Certified Delivered	Security Checked	7/20/2026 10:32:06 AM
Signing Complete	Security Checked	7/20/2026 10:32:18 AM
Completed	Security Checked	7/20/2026 10:32:18 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

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AGREEMENT FOR PERFORMANCE SERVICES

THIS AGREEMENT FOR PERFORMANCE SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **DOWNBEAT, LLC,** a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 81-1118270) ("Artist").

In consideration for the following covenants, conditions, and promises, City agrees to engage Artist for the Performance described below, and Artist agrees to provide services at such Performance under the following terms and conditions:

1. **PERFORMANCE**. City hereby engages Artist to furnish, and Artist agrees to provide **FOUR (4)** sets approximately **ONE HUNDRED NINETY-FIVE (195) MINUTES** in length on **NOVEMBER 21, 2026,** beginning at **3:30 P.M.,** and ending at **8:00 P.M.** in accordance with **Exhibit A – Schedule of Performances** (the "Performance").
   A. Artist will provide their own backline instruments for performance. The load in, set up and sound check time on the date of the Performance shall be at **1:00 P.M.**
   B. Exact time of scheduled Performance may change at City's discretion.
2. **VENUE.** The Performance shall take place at an outdoor venue at **DOWNTOWN SQUARE GAZEBO** during the Light Up Ocala 2026 Event (the "Event").
3. **COMPENSATION**. Artist shall be paid the total sum of **TWO THOUSAND, SEVEN HUNDRED FIFTY AND NO/100 DOLLARS ($2,750)** for the entire Performance (the "Performance Fee").
4. **AMOUNTS DUE TO THE CITY.** Artist must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Artist may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
5. **PERFORMANCE POLICY AND ARTIST RESPONSIBILITIES**. Artist's Performance must be suitable for family audiences. Artist and its employees and/or agents shall perform and conduct themselves in a manner that is consistent with City standards as specified below. Artist's failure to abide by the provisions of this Paragraph shall constitute a material breach of this Agreement at which time City shall have the right to immediately cancel the Performance and dismiss Artist from the Venue, and Artist shall forfeit any remaining compensation due under Paragraph 3 above:

A. **Smoking and Prohibited Substances**: The use of alcohol, illegal drugs, or other controlled substances by Artist, its employees and/or agents during the Performance is strictly prohibited. Artist shall not perform while under the influence of alcoholic beverages, illegal drugs, or other controlled substances. Venue is a non-smoking facility, and no smoking is permitted within the provided hospitality space or within thirty (30) feet of egress doorways. All smoking must take place in outdoor designated areas.

B. **Prohibited Conduct**: Artist's Performance must be suitable for family audiences and Artist, its employees, and/or agents agree to conduct themselves in a professional and courteous manner in compliance with City standards at all times during the performance of their duties under this Agreement. Examples of behavior, dress, and/or language considered to be inconsistent with City standards include, but is not limited to, that which:

   (i) demeans and/or exploits persons on the basis of gender, race, or other grounds;

   (ii) references alcohol, drugs, obscene acts, or other explicit subjects;

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(iii) contains political references, religious proselytizing, discriminatory, or sexually explicit language or images.

C. **Sound and Lighting**: Artist agrees to use the sound and lighting services and personnel provided by the City for the audio and lighting reinforcement of the Performance. Artist agrees that all decisions regarding sound and lighting shall be made solely by City and/or City's production team and will abide by them accordingly.

D. **Stage Access**: Artist acknowledges that stage entry is permitted to Artist, and personnel in capacity for performance and setup. The City will limit stage access to city staff, production staff, and approved community partners and/or sponsors. The public is not permitted on stage before, during, or after the performance.

E. **Pyrotechnics**: Artist shall not be permitted to have or use any type of electronic or pyrotechnic display that in any way creates a hazardous condition for the audience

F. **Copyrights and Licenses**: Artist shall be responsible for obtaining any and all necessary licenses or authorizations related to the provision of its services under this agreement including, but not limited to any ASCAP, BMI, or SESAC license required for the playing of music subject to copyright and shall ensure that any and all license payments required to be made by Artist are made promptly and directly to the licensing or authorizing organization.

6. **NON-PERFORMANCE.** If Artist is unable to provide the Performance due to illness or accident to the Artist or because of a Force Majeure event up to the scheduled performance date, then City shall have no obligation to pay the Performance Fee. If the City did not cancel the event at least THREE **(3)** days prior to its scheduled date, and/or if Artist is present at the venue at the designated date and time for the performance and is willing and able to perform but the Event is cancelled by the City on the day of the event, then Artist shall be paid the full Performance Fee.

7. **SALE OF MERCHANDISE.** City may permit Artist to sell merchandise at the Venue on the date of the Performance. City expressly reserves the right to withhold approval for merchandise sales by Artist. If approval for merchandise sales is granted by City, Artist may retain **ONE HUNDRED PERCENT (100%)** of Artist's gross merchandise sales. Artist shall provide City access to Artist's merchandise inventory and sales records.

8. **FORCE MAJEURE.** The term "Force Majeure" shall include delays, damages, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond the party's control including, without limitation: fire, flood, strikes and labor disputes, pandemic, local or statewide states of emergency, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions or any other like reason which is beyond the control of the respective party.

9. **TERMINATION FOR NON-FUNDING**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Artist without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

10. **INSURANCE*.** Artist shall obtain general liability insurance issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-, as will provide coverage for claims for damages for bodily injury, including accidental death, as well as for claims for property damage. The amount of such insurance shall be not less than $200,000 for injury to one person arising out of a single incident and $400,000 for injuries to more than one person arising out of a single incident, and $200,000 for property damage with a reasonable deductible. Upon request by City, Artist shall provide City with certificates of insurance which shall list "City of Ocala, a Florida municipal corporation," as an Additional Insured. These insurance requirements do not

relieve or limit the liability of Artist. Should Artist desire insurance protecting its personal property from casualty or damage while on the Venue, it will purchase such insurance, it being expressly understood that City is not obligated to purchase any insurance. The insurance required of Artist, or any other insurance of Artist shall be considered primary, and any insurance or self-insurance of City shall be considered excess, as may be applicable, to claims against City which may arise.

***Exceptions and exemptions to these insurance requirements may be allowed at the discretion of the City's HR/Risk Director on a case-by-case basis and evidenced by a separate waiver attached to this Agreement and incorporated herein.**

11. **INDEMNITY**. Artist shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the use of the venue by Artist or the use of any music, materials, devices, or processes that are patented, trademarked, franchised or subject to copyright.
12. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.
13. **JURY WAIVER**. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
14. **PUBLIC RECORDS.** The Artist shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Artist shall:
    A. Keep and maintain public records required by the public agency to perform the service.
    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the

contract term and following completion of the contract if the Artist does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Artist or keep and maintain public records required by the public agency to perform the service. If the Artist transfers all public records to the public agency upon completion of the contract, the Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Artist keeps and maintains public records upon completion of the contract, the Artist shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARTIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

15. **ASSIGNMENT.** This Agreement shall not be assigned by Artist without the prior written consent of City.
16. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
17. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
18. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the State of Florida.
19. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
20. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
21. **ELECTRONIC SIGNATURE(S).** Artist, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a

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duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

22. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
23. **ENTIRE AGREEMENT.** This Agreement and the attached Riders, if any, contains all agreements between the Parties. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement. In the event of a conflict between the terms of this Agreement and the terms of any attached Riders, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement on 7/14/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3674C28E64A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

DOWNBEAT, LLC

By: Signed by:
Michael Rollo
124EDBC029FA433...

Michael Rollo
Printed Name of Signatory

Band Manger
Title of Signatory

Docusign Envelope ID: F11151D2-4B86-8829-8050-B6DE1D6781CA

EXHIBIT A - SCHEDULE OF PERFORMANCES

Downbeat, LLC – 4 shows totaling 195 minutes

A. 3:30pm-4:30pm

B. 4:45pm-5:45pm

C. 6:30pm-7:15pm

D. 7:30pm-8:00pm

Certificate Of Completion

Envelope Id: F11151D2-4B86-8829-8050-B6DE1D6781CA
Status: Completed
Subject: FOR SIGNATURE - (REC/260846) Downbeat, LLC - Light up Ocala 2026
Source Envelope:
Document Pages: 6
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Amber Bartleson
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
7/7/2026 9:54:03 AM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Michael Rollo audioexchangeband@gmail.com Band Manger Security Level: Email, Account Authentication (None)	Signed by: Michael Rollo 124EDBC029FA433... Signature Adoption: Pre-selected Style Using IP Address: 2603:9001:8df0:6630:b98d:b25a:c1e7:5164	Sent: 7/7/2026 9:55:48 AM Viewed: 7/8/2026 12:42:23 PM Signed: 7/8/2026 12:46:47 PM
Electronic Record and Signature Disclosure: Accepted: 7/8/2026 12:42:23 PM ID: b781c772-95cd-48e8-b2d8-d82952bb9249		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/8/2026 12:46:48 PM Viewed: 7/13/2026 5:09:51 PM Signed: 7/13/2026 5:10:42 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/13/2026 5:10:43 PM Viewed: 7/14/2026 4:01:14 PM Signed: 7/14/2026 4:02:41 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/14/2026 4:02:42 PM Viewed: 7/14/2026 4:29:09 PM Signed: 7/14/2026 4:29:23 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 7/14/2026 4:29:09 PM ID: f11f4cee-11b6-40c1-b300-be601c44f7c5		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/7/2026 9:55:48 AM
Certified Delivered	Security Checked	7/14/2026 4:29:09 PM
Signing Complete	Security Checked	7/14/2026 4:29:23 PM
Completed	Security Checked	7/14/2026 4:29:23 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

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CONTRACT# 220327

CITY OF OCALA
CONTINUING PROFESSIONAL SERVICES
CONTRACT WORK ORDER

WORK ORDER NUMBER # 1

EFFECTIVE DATE:06/22/2026

DS
PL
Contracting Officer
Approval/Initials

Project Title:Traffic Signal Retiming

To: *Jacobs Engineering Group, Inc*
200 S Orange Ave, Suite 900
Orlando, FL 32801

Attn: Ernest Sackey, PE

FUNDING SOURCE: Professional Services

EXPENDITURE ACCOUNT NUMBER: 001-020-201-541-54-31010

In accordance with your executed City Council Agreement, you are hereby authorized to commence the work outlined in the attached scope of work. The approved work order amount as a maximum limiting amount shall not to exceed **$49,717.94**

Requested By: _____ **Date:** 6/23/2026
Department Director

DocuSigned by:
Approved By: Ken Whitehead **Date:** 7/8/2026
56[illegible]
Deputy Assistant City Manager

Created By: Laurie Hornberger **Date:** 6/22/2026

Docusign Envelope ID: 031F3612-D98C-8B44-81C7-13E217213125

EXHIBIT "A"
SCOPE OF SERVICES
FOR
City of Ocala
County: Marion, Florida
February 16, 2026

I. PURPOSE

The purpose of this contract is for the CONSULTANT to provide the City of Ocala with professional services for conducting needed traffic signal retiming studies for selected intersections.

Signal systems will be retimed for both weekday and weekend operation, with the number of timing patterns determined by the data collection effort and approved by the City.

All signal retiming effort shall be in accordance with the City of Ocala Transportation Department Standards and Specifications and FDOT Standard Specifications.

II SERVICES TO BE PROVIDED BY THE CONSULTANT

Task 1: Data Collection

1.1 72-Hr Volume (Approach) Counts

The CONSULTANT shall collect counts for each intersection approach using Jacobs StreetLight data analytics software. The CONSULTANT will recommend locations and perform volume counts within the system as approved by the City. Volume counts shall be obtained through aggregated traffic data sourced from standard weekdays (Tuesday, Wednesday, and Thursday) when schools are in session. Seasonal adjustment factors are included in StreetLight volume determinations.

Task Product

The counts shall be submitted in tabular form broken down into direction of travel, days and hours with fifteen (15) minute increments and hourly totals. The format for the tables will need to be approved by the City. The count information shall be submitted electronically.

City Responsibility

The City shall provide prompt review and approval of approach count locations and count data.

1.2 Turning Movement Counts

The CONSULTANT shall collect and summarize ten (10) hours of fifteen (15) minute turning movement counts (TMCs) at the intersections listed in the Task Work Order, using Jacobs StreetLight data analytics software. The counts shall be conducted during the highest 10 hours of the day and include the AM peak, midday Peak, PM peak, school intake/release times (where

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applicable) and Off-peak periods. The counts shall include trucks. Counts shall be obtained through aggregated traffic data sourced from standard weekdays (Tuesday, Wednesday, and Thursday) when schools are in session. Seasonal adjustment factors are included in StreetLight volume determinations. The CONSULTANT will determine the AM, Midday, PM, and Off-peak periods for which 10-hour TMCs at each of the project intersections will be collected. TMCs will be performed using a process acceptable to the City. The CONSULTANT will supply electronic copies of all TMC count data.

Task Product

The counts shall be submitted in tabular form broken down into each approach with each movement separated out, showing the 10 hours tabulated in 15-minute increments and one-hour totals. The format for the count data will need to be approved by the City.

The count information shall be submitted electronically.

City Responsibility

The City shall provide prompt review and approval of the time periods for turning movement counts.

Task 2: Field Review and Inventory

For all intersections identified in the Work Order, the CONSULTANT will perform field reviews & device inventory, to the extent necessary, including vehicle/pedestrian detection at a minimum, to complete the intersection and/or corridor retiming tasks and to provide adequate documentation for the retiming report to be completed by the CONSULTANT. Any hardware deficiencies noted by the CONSULTANT shall be documented and immediately brought to the attention of the City Project Manager and the local maintaining agency contact.

Task Product

Field Review & Inventory Report

City Responsibility

The City shall provide prompt review and approval of the field review and inventory procedure forms.

Task 3: Timing Plans, Coordination and Time of Day Settings

The CONSULTANT shall develop the new timing plans for each isolated intersection using the latest approved version of SYNCHRO (or other approved software). The CONSULTANT shall determine the optimal phasing, cycle length and splits for arterial corridors using the latest approved version of SYNCHRO. Engineering judgment should always be used in correlation with the software.

The CONSULTANT shall refine the offsets from the time-space diagrams generated by SYNCHRO using Tru-Traffic (or other approved software). Tru-Traffic, Time-Space/Platoon

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Progression Diagram Generator, was formerly called TS/PP Draft. The bandwidths, speeds, direction of travel, intersection names and offsets shall be shown on each time-space diagram developed in Tru-Traffic.

The CONSULTANT shall develop multiple traffic control timing patterns for each isolated intersection and arterial listed in the Task Work Order. The number of timing patterns and pattern change times will be determined by the CONSULTANT and approved by the City. Pattern requirements will be determined based on the field data collected by the CONSULTANT and input from the City, but generally the following would apply for a typical weekday:

- AM Peak
- AM Off-Peak
- Midday Peak
- PM Peak Plan
- PM Off-Peak
- Free (Out of Coordination)

Task Product

The CONSULTANT shall submit the draft and final SYNCHRO and Tru-Traffic runs electronically for each of the timing patterns. The results of the SYNCHRO analysis and Tru-Traffic time-space diagrams shall be submitted to the City as Draft Timing Plans for review and approval prior to proceeding with the timing implementation. Upon approval, the Draft Timing Plans shall be used as Initial Timing Plans prior to fine tuning.

Coordination settings that can be implemented on the existing signal system.

Controller timings that can be implemented on the existing signal system.

City approved Timing Sheets submitted electronically.

City Responsibility

Provide prompt review and approval of the intersection analysis.

Task 4: Fine-Tune Field Operations

The CONSULTANT shall fine-tune the implemented timings based on project goals. Fine tuning shall occur immediately after timing plan implementation and at periodic intervals as directed by the City. Depending on characteristics of the particular corridor or network, the monitoring and fine-tuning operation may be defined within a particular Task Work Order to be conducted over an extended period.

Task 5: Final Report

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The CONSULTANT shall prepare a Final Report documenting the tasks performed, data collected, analysis conducted, along with any additional findings or recommendations concerning the operation of the particular signal, corridor, or network. The Final Report shall be signed and sealed by a licensed Professional Engineer.

Task Product

- Hard copy timing sheets to be placed in controller cabinets and on file.
- Hard copy reports signed and sealed by a licensed Professional Engineer with a CD containing:
    - All SYNCHRO and Tru-Traffic electronic files.
    - All travel time run results
    - All data collection electronic files.
    - A PDF version of the Final Report.
    - Any other miscellaneous work products (electronic.)

III Disclaimer

Jacobs will reasonably rely upon the accuracy and completeness of the information/data provided by the CITY or other third parties. City staff will implement traffic signal timings.

The intersections to be retimed are:

1. SW 27th Ave & SW 10th Street
2. NE 25th Ave & NE 24th Street
3. SW 27th Ave & SW 20th Street
4. SE 36th Ave & SE 24th Street
5. SE 36th Ave & SE 17th Street
6. SE 36th Ave & SE 6th Street
7. SE 36th Ave & E FT. King Street
8. SE 31st Street & Lake Weir Ave
9. SE 31st Street & SE 19th Ave
10. SW 20th Street & SW 31st Ave

IV Project Schedule and Fee

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The Not To Exceed Fee for this scope of services is $49,594.47. See attached Cost Estimate.

Notwithstanding anything to the contrary in any forthcoming purchase order that references other terms, the parties agree that services will be performed pursuant to the Agreement.

Project schedule shall follow the general outline below.

Phase	Duration	Key Activities
Project Kickoff & Scoping	1 week	Kickoff meeting with City; Define objectives, corridors, and data needs
Data Collection	1-2 weeks	Traffic counts (turning movement, volume)
Existing Conditions Analysis	2 weeks	Review signal timing sheets; Analyze collected data; Identify issues
Traffic Modeling & Simulation	3–4 weeks	Build Synchro models; Calibrate models; Evaluate alternatives
Timing Plan Development	2 weeks	Develop optimized timing plans; Coordination plans (if applicable)
Implementation	1 week	Upload new timings to controllers; Field verification
Post-Implementation Evaluation	2 weeks	Fine-tuning adjustments
Final Documentation	1 week	Prepare final report; Submit all deliverables to FDOT

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TABLE A

COST ESTIMATE FOR SERVICES
PROJECT:
CLIENT: CITY OF OCALA
BASIS FOR ESTIMATE: COUNCIL-APPROVED HOURLY RATES, CONTRACT #ENG/

SHEET: 1 of 1
DATE: 05/27/2026

		DIRECT LABOR (MAN-HOURS)								
		Project Manager	Senior Engineer	Engineer	Designer	Chief Engineer	Secretary/ Clerical	LABOR HOURS	SUB ($)	LABOR TOTAL
NO.	DESCRIPTION	$217.83	$210.62	$149.26	$119.05	$212.60	$64.47			
1	PROJECT MANAGEMENT	40					5	45		$9,035.55
2	DATA COLLECTION AND FIELD INVENTORY		10	20	20			50		$7,472.40
3	SIGNAL TIMING DEVELOPMENT	5	15		20	40		80		$15,133.45
4	FIELD IMPLEMENTATION AND FINE-TUNING		10		10			20		$3,296.70
5	FINAL REPORTING	4	10		10	10		34		$6,294.02
6	BEFORE- AND AFTER-PERFORMANCE ANALYSIS	4	10	5	40			59		$8,485.82
								SUB TOTAL:	**$ 0.00**	**$49,717.94**
								GRAND TOTAL:	**$49,717.94**	

Certificate Of Completion

Envelope Id: 031F3612-D98C-8B44-81C7-13E217213125
Subject: SIGNATURE: TWO #1 - Traffic Signal Retiming (ENG/220327)
Source Envelope:
Document Pages: 8
Certificate Pages: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 1
Initials: 1

Status: Completed

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
7/8/2026 1:36:37 PM
Security Appliance Status: Connected

Holder: Patricia Lewis
plewis@ocalafl.org
Pool: StateLocal

Location: DocuSign

Signer Events	Signature	Timestamp
Patricia Lewis plewis@ocalafl.org Senior Contract Specialist City of Ocala Security Level: Email, Account Authentication (None)	DS PL Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/8/2026 1:38:03 PM Viewed: 7/8/2026 1:38:13 PM Signed: 7/8/2026 1:38:18 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/8/2026 1:38:19 PM Viewed: 7/8/2026 2:20:17 PM Signed: 7/8/2026 2:23:10 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/8/2026 1:38:03 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	7/8/2026 2:20:17 PM
Signing Complete	Security Checked	7/8/2026 2:23:10 PM
Completed	Security Checked	7/8/2026 2:23:10 PM

Payment Events	Status	Timestamps

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FIFTH AMENDMENT TO CONSTRUCTION SERVICES AGREEMENT FOR TRANSPORTATION REHABILITATION IMPROVEMENT PROGRAM ("TRIP") PROJECTS

THIS FIFTH AMENDMENT TO CONSTRUCTION SERVICES AGREEMENT FOR TRANSPORTATION REHABILITATION IMPROVEMENT PROGRAM ("TRIP") ("Fifth Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **C.W. ROBERTS CONTRACTING, INC.,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-1683951) ("Contractor").

WHEREAS, on May 8, 2023, City and Contractor entered into a Construction Services Agreement for Transportation Rehabilitation Improvement Program ("TRIP") Projects (the "Original Agreement"), City of Ocala Contract Number: CIP/230266 for a term of two (2) years from May 3, 2023, to May 2, 2025; and

WHEREAS, on April 4, 2024, City and Contractor entered into a First Amendment to Construction Services Agreement for Transportation Rehabilitation Improvement Program ("TRIP") Projects (the "First Amendment") amending the total amount of compensation described in the Original Agreement; and

WHEREAS, on May 6, 2024, City and Contractor entered into a Second Amendment to Construction Services Agreement for Transportation Rehabilitation Improvement Program ("TRIP") Projects (the "Second Amendment") to modify the unit pricing schedule by adding line items to Exhibit B – Price Proposal attached to the Original Agreement; and

WHEREAS, on May 12, 2025, City and Contractor entered into a Third Amendment to Agreement for Transportation Rehabilitation Improvement Program ("TRIP") Projects (the "Third Amendment") to renew the Original Agreement, as amended, for the first of two available one-year renewal terms, and to revise the pricing schedule; and

WHEREAS, on June 14, 2026, City and Contractor entered into a Fourth Amendment (the "Fourth Amendment") to Construction Services Agreement for Transportation Rehabilitation Improvement Program ("TRIP") Projects, to extend the Original Agreement, as amended, for the second available one-year renewal term and to further revise the pricing schedule; and

WHEREAS, City and Contractor now desire to further revise Exhibit B – Amended Price Proposal to include additional line items.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Contractor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Fifth Amendment.
3. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL**. The document attached to the Original Agreement as **Exhibit B – Amended Price Proposal** is hereby deleted and replaced, in its

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entirety, with the document attached to this Fifth Amendment as **Amended Exhibit B – Price Proposal**.

4. **NOTICES.** All notices, certifications or communications required by this Fifth Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:	C.W. Roberts Contracting, Inc. Attention: Paul Carlson 4208 CR 124-A Wildwood, Florida 34785 Phone: 352-330-2540 E-mail: pcarlson@cwrcontracting.com
If to City of Ocala:	Patricia Lewis, Interim Director City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8248 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This Fifth Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

7. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Fifth Amendment. Further, a duplicate or copy of the Fifth Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Fifth Amendment for all purposes.

8. **LEGAL AUTHORITY**. Each person signing this Fifth Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Fifth Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Fifth Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

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IN WITNESS WHEREOF, the parties have executed this Fifth Amendment on 7/14/2026.

ATTEST:

Signed by:
Angel B. Jacobs
6DB357AC8E54A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F7AE8874F4...
Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A56AB8A8ED04F3...
William E. Sexton, Esq.
City Attorney

C.W. ROBERTS CONTRACTING, INC.

Signed by:
Stuart Savoy
88C66C672C2B455...

By: Stuart Savoy
(Printed Name)

Title: Vice-President
(Title)

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ITEM	DESCRIPTION	UOM	UNIT COST
G-03	Project Sign	EA	$1,793.02
G-04	Emergency Call Out (24 Hours A Day)	HR	$2,109.44
G-05	Maintenance of Traffic (Used W/emergency call out ONLY)	DAY	$5,590.02
G-05-1	F&I Low Profile Barrier Wall	LF	$80.00
G-05-2	Relocate Low Profile Barrier Wall	LF	$37.00
G-06-1	Silt Fence & Sediment Control (Installation and Removal)	LF	$8.44
G-06-2	Silt Fence & Sediment Control (Installation and Removal)	LF	$4.75
G-07	Tree Protection/ Construction Fence	LF	$16.88
G-08-1	Remove and Relocate Existing Mailboxes	EA	$290.05
G-08-2	New Mailbox (Furnish&install)	EA	$527.36
G-09	Clearing and Grubbing - LIGHT	SY	$68.56
G-10	Clearing and Grubbing - HEAVY	SY	$142.39
G-11-1	Excavation, General	CY	$63.28
G-11-2	Excavation, General	CY	$36.39
G-11-3	New Sidewalk Excavation	SY	$33.75
G-11-4	New Sidewalk Excavation	SY	$28.74
G-12-1	Backfill W/Off-site Material	CY	$101.25
G-12-2	Backfill W/Off-site Material	CY	$63.28
G-15-1	Finish Grading	SY	$17.40
G-15-2	Finish Grading	SY	$9.28
G-17-1	Remove and Replace Unsuitable Material	CY	$131.84
G-17-2	Remove and Replace Unsuitable Material	CY	$121.29
G-18-1	Stabilized subgrade	SY	$29.27
G-18-2	Stabilized subgrade	SY	$21.09
G-19-1	Limerock- New Material for Reworking Base	CY	$38.50
G-19-2	Limerock- New Material for Reworking Base	CY	$37.13
G-19-3	Limerock- 4" Base	SY	$36.92
G-19-4	Limerock- 4" Base	SY	$16.24
G-19-5	Limerock- 6" Base	SY	$44.30
G-19-6	Limerock- 6" Base	SY	$22.15
G-19-7	Limerock- 8" Base	SY	$52.74
G-19-8	Limerock- 8" Base	SY	$27.95
G-19-9	Limerock- 10" Base	SY	$53.79
G-19-10	Limerock- 10" Base	SY	$36.39
G-19-11	Limerock- 12" Base	SY	$63.81
G-19-12	Limerock- 12" Base	SY	$38.23
G-20-1	Temporary Construction Tracking Pad	LS	$2,953.22
G-20-2	No. 57 Stone	CY	$111.80
G-20-3	No. 57 Stone	CY	$105.47
G-21-1	Removal of Existing Concrete Sidewalks / Driveways	SY	$52.74
G-21-2	Removal of Existing Concrete Sidewalks / Driveways	SY	$41.93
G-22-1	Removal of Existing Concrete Curb & Gutter /or Traffic Separator	LF	$36.39
G-22-2	Removal of Existing Concrete Curb & Gutter /or Traffic Separator	LF	$25.84
G-23	Concrete Fill	CY	$379.70
G-24-1	Joint Sealer for Pavement and Structures: Hot Pour Crack Sealing	GAL	$63.28
G-24-2	Joint Sealer for Pavement and Structures: Hot Pour Crack Sealing	GAL	$58.01
G-25-1	Removal of Existing Asphalt Pavement	SY	$52.74
G-25-2	Removal of Existing Asphalt Pavement	SY	$36.92
G-26-1	Temporary Asphalt Millings	TN	$82.27
G-26-2	Temporary Asphalt Millings	TN	$52.74
G-27-1	Mill Existing Asphalt Pavement at 1" Depth	SY	$14.77
G-27-2	Mill Existing Asphalt Pavement at 1" Depth	SY	$5.73
G-27-3	Mill Existing Asphalt Pavement at 1.5" Depth	SY	$14.92
G-27-4	Mill Existing Asphalt Pavement at 1.5" Depth	SY	$6.22
G-27-5	Mill Existing Asphalt Pavement at 2" Depth	SY	$15.03
G-27-6	Mill Existing Asphalt Pavement at 2" Depth	SY	$6.33
G-28-1	Compacted Roadway Subbase	SY	$9.81
G-28-2	Compacted Roadway Subbase	SY	$5.54
G-29-1	Reclaimed Asphalt Pavement Base (Reclaim 6" to 8")	SY	$20.41
G-29-2	Reclaimed Asphalt Pavement Base (Reclaim 6" to 8")	SY	$13.31
G-32-1	Miscellaneous Asphalt (25 ≤ tons)	TN	$590.64

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ITEM	DESCRIPTION	UOM	UNIT COST
G-32-2	Asphalt Berms, Speed Bumps & Curbs	TN	$305.87
G-32-3	Asphalt Leveling Superpave 9.5	TN	$208.31
G-32-4	Asphalt Pavement Superpave - 9.5	TN	$242.59
G-32-5	Asphalt Pavement Superpave - 9.5	TN	$201.45
G-32-6	Asphalt Pavement Superpave - 9.5	TN	$172.97
G-32-7	Asphalt Pavement FC 9.5 w/Poly	TN	$268.95
G-32-8	Asphalt Pavement FC 9.5 w/Poly	TN	$219.38
G-32-9	Asphalt Pavement FC 9.5 w/Poly	TN	$200.40
G-32-10	Asphalt Pavement Superpave - 12.5	TN	$237.31
G-32-11	Asphalt Pavement Superpave - 12.5	TN	$199.34
G-32-12	Asphalt Pavement Superpave - 12.5	TN	$171.92
G-33-1	Roadway Guardrail	LF	$52.74
G-33-2	Roadway Guardrail - End treatment (Approach)	EA	$2,425.86
G-34-1	Object Marker, Type 1	EA	$263.68
G-34-2	Object Marker, Type 2	EA	$189.85
G-34-3	Object Marker, Type 3	EA	$263.68
G-34-4	Object Marker, Type 4	EA	$400.79
G-35-1	Delineator, Flexible Tubular	EA	$131.84
G-35-2	Delineator, non-Flexible	EA	$105.47
G-35-3	Delineator, Flexible High Visibility Median	EA	$263.68
G-35-4	Delineator, Flexible High Performance	EA	$326.96
G-40	Pull and Junction Box, Furnish & Install	EA	$3,085.06
G-41	Pull and Junction Box, Install	EA	$1,845.76
G-42	Pull and Junction Box, relocate	EA	$1,845.76
G-43-1	Type C Stormwater Inlet, 0'-6'	EA	$7,172.10
G-43-2	Type C Stormwater Inlet, 6'-12'	EA	$15,820.80
G-43-3	Type C Stormwater Inlet, 12' - 18'	EA	$30,375.94
G-43-4	Type C Stormwater Inlet, 18' - 24'	EA	$65,392.64
G-43-5	Type D Storm water Inlet, 0'-6'	EA	$7,172.10
G-43-6	Type D Storm water Inlet, 6'- 12'	EA	$15,820.80
G-43-7	Type D Stormwater Inlet, 12'-18'	EA	$30,375.94
G-43-8	Type D Stormwater Inlet, 18' - 24'	EA	$65,392.64
G-43-9	Type 1 Stormwater Inlet, 0'- 6'	EA	$7,172.10
G-43-10	Type 1 Stormwater Inlet, 6'- 1 2'	EA	$15,820.80
G-43-11	Type 1 Stormwater Inlet, 12'-18'	EA	$30,375.94
G-43-12	Type 1 Stormwater Inlet, 18 ' - 24 '	EA	$65,392.64
G-43-13	Type 2 Stormwater inlet, 0'- 6'	EA	$7,172.10
G-43-14	Type 2 Stormwater inlet, 6' - 12'	EA	$15,820.80
G-43-15	Type 2 Stormwater inlet, 12' - 18'	EA	$30,375.94
G-43-16	Type 2 Stormwater inlet, 18' -24'	EA	$65,392.64
G-43-17	Type 4 Stormwater inlet, 0'- 6'	EA	$7,172.10
G-43-18	Type 4 Stormwater inlet, 6' - 12'	EA	$15,820.80
G-43-19	Type 4 Stormwater inlet, 12' - 18'	EA	$30,375.94
G-43-20	Type 4 Stormwater inlet, 18' -24'	EA	$65,392.64
G-43-21	Type 5 Stormwater inlet, 0'- 6'	EA	$7,172.10
G-43-22	Type 5 Stormwater inlet, 6' - 12'	EA	$15,820.80
G-43-23	Type 5 Stormwater inlet, 12' - 18'	EA	$30,375.94
G-43-24	Type 5 Stormwater inlet, 18' -24'	EA	$65,392.64
G-43-25	Type 6 Stormwater inlet, 0'- 6'	EA	$7,172.10
G-43-26	Type 6 Stormwater inlet, 6' - 12'	EA	$15,820.80
G-43-27	Type 6 Stormwater inlet, 12' - 18'	EA	$30,375.94
G-43-28	Type 6 Stormwater inlet, 18' -24'	EA	$65,392.64
G-43-29	Type 9 Stormwater inlet, 0'- 6'	EA	$7,172.10
G-43-30	Type 9 Stormwater inlet, 6' - 12'	EA	$15,820.80
G-43-31	Type 9 Stormwater inlet, 12' - 18'	EA	$30,375.94
G-43-32	Type 9 Stormwater inlet, 18' -24'	EA	$65,392.64
G-45	Stormwater Manhole Cover Adjustments	EA	$1,212.93
G-46-1	12" RCP Stormwater Pipe, 0 ' -6'	LF	$156.10
G-46-2	12" RCP Stormwater Pipe, 6'-12'	LF	$167.70
G-46-3	12" RCP Stormwater Pipe, 12'-18'	LF	$268.95
G-46-4	12" RCP Stormwater Pipe, 18'-24'	LF	$712.99
G-46-5	15" RCP Stormwater Pipe, 0 ' - 6'	LF	$156.10

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ITEM	DESCRIPTION	UOM	UNIT COST
G-46-6	15" RCP Stormwater Pipe, 6' -12'	LF	$167.70
G-46-7	15" RCP Stormwater Pipe, 1 2 ' - 18 '	LF	$268.95
G-46-8	15" RCP Stormwater Pipe, 18 ' - 24'	LF	$712.99
G-46-9	18" RCP Stormwater Pipe, 0'- 6'	LF	$170.86
G-46-10	18" RCP S Stormwater Pipe, 6'-12'	LF	$355.44
G-46-11	18" RCP Stormwater Pipe, 12' -18'	LF	$283.72
G-46-12	18" RCP Stormwater Pipe, 18' -24'	LF	$736.19
G-46-13	24" RCP Stormwater Pipe, 0'-6 '	LF	$203.56
G-46-14	24" RCP Stormwater Pipe, 6'-12'	LF	$215.16
G-46-15	24" RCP Stormwater Pipe, 12'-18'	LF	$316.42
G-46-16	24" RCP Stormwater Pipe, 18'-24'	LF	$780.49
G-46-17	30" RCP Stormwater Pipe, 0 '- 6'	LF	$252.08
G-46-18	30" RCP Stormwater Pipe, 6'-12'	LF	$310.09
G-46-19	30" RCP Stormwater Pipe, 12' -18'	LF	$384.97
G-46-20	30" RCP Stormwater Pipe, 18 '- 24'	LF	$839.56
G-46-21	36" RCP Stormwater Pipe, 0' - 6'	LF	$324.85
G-46-22	36" RCP Stormwater Pipe, 6'- 12'	LF	$394.47
G-46-23	36" RCP Stormwater Pipe, 1 2'-18 '	LF	$442.98
G-46-24	36" RCP Stormwater Pipe, 1 8 - 24'	LF	$907.06
G-46-25	42" RCP Stormwater Pipe, 0 ' -6'	LF	$442.98
G-46-26	42" RCP Stormwater Pipe, 6'-12'	LF	$480.95
G-46-27	42" RCP Stormwater Pipe, 12'-18'	LF	$641.27
G-46-28	42" RCP Stormwater Pipe, 1 8'-24'	LF	$1,044.17
G-46-29	48" RCP Stormwater Pipe, 0'-6'	LF	$586.42
G-46-30	48" RCP Stormwater Pipe, 6'-12'	LF	$672.91
G-46-31	48" RCP Stormwater Pipe, 12'-18'	LF	$799.48
G-46-32	48" RCP Stormwater Pipe, 18'-24'	LF	$1,107.46
G-46-33	12" X 1 8" ERCP Stormwater Pipe, 0'-6'	LF	$185.63
G-46-34	12" X 1 8" ERCP Stormwater Pipe, 6'-12'	LF	$197.23
G-46-35	12" X 1 8" ERCP Stormwater Pipe 1 2'-18'	LF	$298.49
G-46-36	12" X 18 " ERCP Stormwater Pipe, 18 '-24'	LF	$757.29
G-46-37	14" X 23" ERCP Stormwater Pipe, 0 '-6'	LF	$203.56
G-46-38	14" X 23" ERCP Stormwater Pipe, 6'-12'	LF	$215.16
G-46-39	14" X 23" ERCP Stormwater Pipe, 1 2'-18'	LF	$316.42
G-46-40	14" X 23" ERCP Stormwater Pipe, 18'-24'	LF	$779.44
G-46-41	19" X 30" ERCP Stormwater Pipe, 0'-6'	LF	$259.46
G-46-42	19" X 30" ERCP Stormwater Pipe, 6'-12'	LF	$271.06
G-46-43	19" X 30" ERCP Stormwater Pipe, 12'-18'	LF	$372.32
G-46-44	19" X 30" ERCP Stormwater Pipe, 18 '- 24'	LF	$849.05
G-46-45	24" X 38" ERCP Stormwater Pipe, 0'-6'	LF	$325.91
G-46-46	24" X 38" ERCP Stormwater Pipe, 6'-12'	LF	$363.88
G-46-47	24" X 38" ERCP Stormwater Pipe, 1 2'- 18'	LF	$452.47
G-46-48	24" X 38" ERCP Stormwater Pipe, 18' - 24'	LF	$946.08
G-46-49	29" X 45" ERCP Stormwater Pipe, 0'-6'	LF	$407.12
G-46-50	29" X 45" ERCP Stormwater Pipe, 6'-12'	LF	$452.47
G-46-51	29" X 45" ERCP Stormwater Pipe, 1 2'-18'	LF	$540.02
G-46-52	29" X 45" ERCP Stormwater Pipe, 18' - 24'	LF	$1,032.57
G-46-53	34" X 53" ERCP Stormwater Pipe, 0' - 6'	LF	$511.54
G-46-54	34" X 53" ERCP Stormwater Pipe, 6'- 12'	LF	$568.49
G-46-55	34" X 53" ERCP Stormwater Pipe, 1 2'-18'	LF	$649.71
G-46-56	34" X 53" ERCP Stormwater Pipe, 18' - 24'	LF	$1,176.01
G-46-57	Remove & Replace Existing 15" RCP Stormwater Pipe	LF	$232.04
G-46-58	Remove & Replace Existing 18" RCP Stormwater Pipe	LF	$258.41
G-46-59	12" CMP Stormwater Piper Pipe	LF	$196.18
G-46-60	15" CMP Stormwater Pipe	LF	$196.18
G-46-61	18" CMP Stormwater Pipe	LF	$209.89
G-46-62	Remove & Replace Existing 15" CMP Stormwater Pipe, 0' - 12'	LF	$240.48
G-46-63	Remove & Replace Existing 18" CMPStormwater Pipe, 0' -12'	LF	$254.19
G-47	Clean Existing storm Pipes	LF	$36.92
G-48	Clean Existing Inlets	EA	$3,085.06
G-49-1	12" Concrete Mitered End	EA	$1,766.66
G-49-2	15" Concrete Mitered End	EA	$1,766.66

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ITEM	DESCRIPTION	UOM	UNIT COST
G-49-3	18" Concrete Mitered End	EA	$1,940.68
G-49-4	24" Concrete Mitered End	EA	$2,557.70
G-49-5	30" Concrete Mitered End	EA	$5,273.60
G-49-6	36" Concrete Mitered End	EA	$6,855.68
G-49-7	42" Concrete Mitered End	EA	$7,973.68
G-49-8	48" Concrete Mitered End	EA	$10,230.78
G-50-1	Concrete Flume	SY	$182.47
G-50-2	Remove & Replace Concrete Flume	SY	$264.73
G-51	Underdrain	LF	$89.65
G-52	Construction Roadway Pre-Survey	HR	$210.94
G-53	As-built Survey	HR	$321.69
G-54-1	Pipe Handrail - Guiderail, Aluminum	LF	$116.02
G-54-2	Pedestrian / Bicycle, Railing, Aluminum Only, 42" Picket Rail	LF	$124.46
G-54-3	Pedestrian / Bicycle, Railing, Aluminum Only, 42" Type 1	LF	$129.73
G-54-4	Pipe Handrail, Aluminum	LF	$123.40
G-55-1	Bollard, 4 Inch	EA	$1,160.19
G-55-2	Bollard, 6 Inch	EA	$1,371.14
G-56-A-1	Concrete Curb , Type A	LF	$98.62
G-56-A-2	Concrete Curb , Type A	LF	$78.58
G-56-B-1	Concrete Curb, Type B	LF	$98.62
G-56-B-2	Concrete Curb, Type B	LF	$78.58
G-56-D-1	Concrete Curb, Type D	LF	$98.62
G-56-D-2	Concrete Curb, Type D	LF	$78.58
G-56-E-1	Concrete Curb Type E	LF	$105.47
G-56-E-2	Concrete Curb Type E	LF	$84.38
G-56-F-1	Concrete Curb Type F	LF	$105.47
G-56-F-2	Concrete Curb Type F	LF	$84.38
G-56-RA-1	Concrete Curb, Type RA	LF	$110.75
G-56-RA-2	Concrete Curb, Type RA	LF	$89.65
G-56-DR-1	Concrete Valley/Drop Curb & Gutter	LF	$102.84
G-56-DR-2	Concrete Valley/Drop Curb & Gutter	LF	$82.80
G-57	Concrete Valley/Drop Curb & Gutter Remove & Replace	LF	$85.96
G-58-1	4 inch concrete (3000 psi)	SY	$119.97
G-58-2	4 inch concrete (3000 psi)	SY	$105.47
G-58-3	4 inch concrete (4000 psi /with fiber)	SY	$123.14
G-58-4	4 inch concrete (4000 psi /with fiber)	SY	$108.64
G-58-5	6 inch concrete with fiber reinforced (3000 psi)	SY	$140.28
G-58-6	6 inch concrete with fiber reinforced (3000 psi)	SY	$123.14
G-58-7	6 inch concrete with fiber reinforced (4000 psi / with fiber)	SY	$144.23
G-58-8	6 inch concrete with fiber reinforced (4000 psi / with fiber)	SY	$128.68
G-58-9	6 inch concrete with rebar (3000 psi)	SY	$166.65
G-58-10	6 inch concrete with rebar (3000 psi)	SY	$147.66
G-58-11	8 inch concrete with fiber and/or rebar (engineers design dictates, 4000 psi)	SY	$274.23
G-58-12	8 inch concrete with fiber and/or rebar (engineers design dictates, 4000 psi)	SY	$184.58
G-58-13	4 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	$179.30
G-58-13-M	4 inch Concrete -w/ salt rock finish (3000 psi)	SY	$174.03
G-58-14	4 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	$142.39
G-58-14-M	4 inch Concrete -w/ salt rock finish (3000 psi)	SY	$137.11
G-58-15	6 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	$195.12
G-58-15-M	6 inch Concrete - w/ salt rock finish (3000 psi)	SY	$189.85
G-58-16	6 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	$147.66
G-58-16-M	6 inch Concrete - w/ salt rock finish (3000 psi)	SY	$142.39
G-58-17	Concrete Edge Beam	LF	$105.47
G-58-18	Miscellaneous Concrete	CY	$379.70
G-59	Patterned/Textured Pavement, Vehicular Areas for Crosswalk	SY	$409.23
G-60-1	Brick Paver Bands (furnish and install)	LF	$60.65
G-60-2	Architectural Brick (traffic rated, Furnish and install)	SY	$161.37
G-61-A	Concrete Curb Ramp (CR - A) with Detectable Warning Surface	EA	$2,531.33
G-61-B	Concrete Curb Ramp (CR - B) with Detectable Warning Surface	EA	$2,531.33
G-61-C	Concrete Curb Ramp (CR - C) with Detectable Warning Surface	EA	$2,610.43
G-61-D	Concrete Curb Ramp (CR - D) with Detectable Warning Surface	EA	$2,842.47
G-61-E	Concrete Curb Ramp (CR - E) with Detectable Warning Surface	EA	$2,214.91

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ITEM	DESCRIPTION	UOM	UNIT COST
G-61-F	Concrete Curb Ramp (CR - F) with Detectable Warning Surface	EA	$2,742.27
G-61-G	Concrete Curb Ramp (CR - G) with Detectable Warning Surface	EA	$2,768.64
G-61-L	Concrete Curb Ramp (CR - L) with Detectable Warning Surface	EA	$5,273.60
G-62	Detectable Warnings on Walking Surfaces (Retrofit)	SF	$40.08
G-63-1	Roof Drain Assembly, conduit	EA	$316.42
G-63-2	Roof Drain Assembly, Polylok	EA	$685.57
G-66	RIP RAP	CY	$629.67
G-67	Concrete Rubble 2' Thick	SY	$561.11
G-79-1	Seed and Mulch	SY	$2.11
G-79-2	Seed and Mulch	SY	$1.85
G-80-1	Sod - St. Augustine	SY	$16.35
G-80-2	Sod - St. Augustine	SY	$13.18
G-80-3	Sod – Bahia	SY	$10.55
G-80-4	Sod – Bahia	SY	$7.91
G-88-1	Inductive Loop Detector Type A w/Homerun	EA	$3,691.52
G-88-2	Inductive Loop Detector Type B w/Homerun	EA	$3,085.06
G-88-3	Inductive Loop Detector Type F w/Homerun	EA	$4,218.88
G-89	Traffic Control Sign Assembly	EA	$1,234.02
G-90	Traffic Control Sign Assembly Removal & Relocation	EA	$305.87
G-91-1	Raised Retro-Reflective Pavement Markers & Bituminous Adhesive	EA	$8.91
G-91-2	Raised Retro-Reflective Pavement Markers & Bituminous Adhesive	EA	$8.28
G-92-1	Standard Wheel Stops	EA	$105.47
G-92-2	Standard Wheel Stops (remove and reinstall)	EA	$152.93
G-93-1	Painted Pavement Markings, Standard, White, Solid, 6"	LF	$1.74
G-93-2	Painted Pavement Markings, Standard, White, Solid, 6"	LF	$1.00
G-93-3	Painted Pavement Markings, Standard, White, Solid, 24"	LF	$3.11
G-93-4	Painted Pavement Markings, Standard, White, Solid, 24"	LF	$2.43
G-93-5	Painted Pavement Markings, Standard, White , Solid, 12"	LF	$3.11
G-93-6	Painted Pavement Markings, Standard, White , Solid, 12"	LF	$1.74
G-93-7	Temporary Skip Stripe 6" Wide 10-30- Yellow or White (gross)	GLF	$0.69
G-93-8	Temporary Skip Stripe 6" Wide 10-30- Yellow or White (gross)	GLF	$0.58
G-93-9	Painted Pavement Markings, Standard, White, Dotted/Guideline, 6-10 Gap Extension, 6"	GLF	$0.69
G-93-10	Painted Pavement Markings, Standard, White, Dotted/Guideline, 6-10 Gap Extension, 6"	GLF	$0.58
G-93-11	Painted Pavement Markings, Standard, Solid 6" Double Yellow Stripe	LF	$1.74
G-93-12	Painted Pavement Markings, Standard, Solid 6" Double Yellow Stripe	LF	$1.16
G-93-13	Painted Pavement Markings, Standard, Solid 6" Yellow Stripe	LF	$1.05
G-93-14	Painted Pavement Markings, Standard, Solid 6" Yellow Stripe	LF	$0.74
G-93-15	Painted Pavement Markings, Standard, Solid 18" Stripe	LF	$3.11
G-93-16	Painted Pavement Markings, Standard, Solid 18" Stripe	LF	$2.43
G-93-17	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 2'- 4' Gap Extension, 6"	GLF	$0.69
G-93-18	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 2'- 4' Gap Extension, 6"	GLF	$0.58
G-93-19	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 6-10 Gap Extension, 6"	GLF	$0.69
G-93-20	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 6-10 Gap Extension, 6"	GLF	$0.58
G-93-21	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 2 - 2' Dotted, Extension, 12"	GLF	$1.00
G-93-22	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 2 - 2' Dotted, Extension, 12"	GLF	$0.90
G-93-23	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 3'- 9', Dotted, Extension, 6"	GLF	$0.69
G-93-24	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 3'- 9', Dotted, Extension, 6"	GLF	$0.58
G-94-1	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 6" Stripe	LF	$2.43
G-94-2	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 6" Stripe	LF	$1.85
G-94-3	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 12" Stripe	LF	$7.33
G-94-4	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 12" Stripe	LF	$7.33
G-94-5	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 24" Stripe	LF	$14.77
G-94-6	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 24" Stripe	LF	$14.24
G-94-7	Thermoplastic Solid 6" Skip Stripe 10' x 30' Yellow or White (Gross)	GLF	$1.74
G-94-8	Thermoplastic Solid 6" Skip Stripe 10' x 30' Yellow or White (Gross)	GLF	$1.74
G-94-9	Thermoplastic Traffic Stripes and Markings, Standard, White, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	$1.74
G-94-10	Thermoplastic Traffic Stripes and Markings, Standard, White, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	$1.74
G-94-11	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 6" Double Yellow Stripe	LF	$4.55
G-94-12	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 6" Double Yellow Stripe	LF	$3.43
G-94-13	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 18" Stripe	LF	$11.55

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ITEM	DESCRIPTION	UOM	UNIT COST
G-94-14	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 18" Stripe	LF	$8.97
G-94-15	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 4' Gap Extension, 6"	GLF	$1.74
G-94-16	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 4' Gap Extension, 6"	GLF	$1.74
G-94-17	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 2' Gap Extension, 12"	GLF	$3.11
G-94-18	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 2' Gap Extension, 12"	GLF	$3.11
G-94-19	Thermoplastic Traffic Stripes and Markings, Yellow, Solid, 6"	LF	$2.43
G-94-20	Thermoplastic Traffic Stripes and Markings, Yellow, Solid, 6"	LF	$1.85
G-94-21	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	$1.74
G-94-22	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	$1.74
G-94-23	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/3'-9' Gap Extension, 6"	GLF	$1.74
G-94-24	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/3'-9' Gap Extension, 6"	GLF	$1.74
G-95-1	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "STOP"	EA	$279.50
G-95-2	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message " STOP AHEAD "	EA	$559.00
G-95-3	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Arrow	EA	$110.75
G-95-4	Thermoplastic Traffic Stripes and Markings, Standard, White, Yield Line Symbol	EA	$421.89
G-95-5	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "SCHOOL"	EA	$421.89
G-95-6	Thermoplastic Traffic Stripes and Markings, White, Message "R & R" Crossing	EA	$421.89
G-95-7	Thermoplastic Traffic Stripes and Markings, Standard , White, Message " Bus "	EA	$279.50
G-95-8	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "HANDICAP"	EA	$421.89
G-95-9	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "Bike symbol"	EA	$279.50
G-96-1	Painted Pavement Markings, Standard, White, Pavement Message "Stop Ahead"	EA	$210.94
G-96-2	Painted Pavement Markings, Standard, White, Pavement Message "Stop"	EA	$142.39
G-96-3	Painted Pavement Markings, Standard, White, White Direction Arrow	EA	$42.19
G-96-4	Painted Pavement Markings, Standard, White, Yield Line Symbol	EA	$42.19
G-96-5	Painted Pavement Markings, Standard, Pavement Message "School"	EA	$142.39
G-96-6	Painted Pavement Markings, Standard, White, "R & R" Crossing	EA	$142.39
G-96-7	Painted Pavement Markings, Standard, Yellow, Island Nose	LF	$4.55
G-96-8	Painted Pavement Markings, Standard, Pavement Message "BUS"	EA	$142.39
G-96-9	Painted Pavement Markings, Standard, White, Pavement Message "Handicap"	EA	$110.75
G-96-10	Painted Pavement Markings, Standard, White, Pavement Message "Bike Symbol"	EA	$84.90
G-99	Remove & Reinstall Speed Hump	EA	$9,492.48
G-100-1	Traffic Separator Concrete -TYPE I, 4' WIDE	LF	$109.69
G-100-2	Traffic Separator Concrete -TYPE I, 6' WIDE	LF	$168.76
G-100-3	Traffic Separator Concrete - TYPE I, 8.5' WIDE	LF	$213.58
G-100-4	Traffic Separator Concrete - TYPE II, 4' WIDE	LF	$127.09
G-100-5	Traffic Separator Concrete - TYPE II, 6' WIDE	LF	$169.28
G-100-6	Traffic Separator Concrete - TYPE II, 8.5' WIDE	LF	$213.58
G-100-7	Traffic Separator Concrete - TYPE IV, 4' WIDE	LF	$127.09
G-100-8	Traffic Separator Concrete - TYPE IV, 6' WIDE	LF	$169.28
G-100-9	Traffic Separator Concrete - TYPE IV, 8.5' WIDE	LF	$213.58
G-100-10	Traffic Separator Concrete - TYPE V, 4' WIDE	LF	$127.09
G-100-11	Traffic Separator Concrete - TYPE V, 6' WIDE	LF	$147.66
G-105	Remove Stripe / Pavement / Message (Grind or Waterblast)	SF	$15.82
G-107	Decorative Stamp installed in concrete finish (City provides stamp)	EA	$52.74
G-108-1	1" SCDH 40 PVC, Conduit, Furnish & Install	LF	$13.39
G-108-2	2" SCDH 40 PVC, Conduit, Furnish & Install	LF	$16.35
G-108-3	3" SCDH 40 PVC, Conduit, Furnish & Install	LF	$23.20
G-108-4	4" SCDH 40 PVC, Conduit, Furnish & Install	LF	$27.42
G-108-5	6" SCDH 40 PVC, Conduit, Furnish & Install	LF	$52.74
W-18-1	Directional Bore - 1" PVC PIPE	LF	$31.64
W-18-2	Directional Bore - 2" PVC PIPE	LF	$52.74
W-18-3	Directional Bore - 3" PVC PIPE	LF	$84.38
W-18-4	Directional Bore - 4" PVC PIPE	LF	$116.02
W-18-5	Directional Bore - 6" PVC PIPE	LF	$103.36
W-18-6	Directional Bore - 2" HDPE PIPE	LF	$42.19

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ITEM	DESCRIPTION	UOM	UNIT COST
W-18-7	Directional Bore - 4" HDPE PIPE	LF	$79.10
W-18-8	Directional Bore - 6" HDPE PIPE	LF	$105.47
W-18-9	Directional Bore - 8" HDPE PIPE	LF	$179.30
W-18-10	Directional Bore - 10 " HDPE PIPE	LF	$263.68
W-18-11	Directional Bore - 12" HDPE PIPE	LF	$332.24
W-18-12	Directional Bore - 14" HDPE PIPE	LF	$432.44
W-18-13	Directional Bore - 16" HDPE PIPE	LF	$506.27
W-18-14	Directional Bore - 18" HDPE PIPE	LF	$632.83
W-20-1	Adjust Valve Box to Grade (Traffic rated metal riser ring)	EA	$738.30
W-20-2	Adjust Valve Box to Grade	EA	$580.10
W-20-3	Adjust Meter Box to Grade	EA	$474.62
S-04-1	Remove Existing 22" Ring & Cover & Replace W/24" Hinged R/C (Labor Only)	EA	$1,265.66
S-04-2	Remove Existing 32" Ring & Cover & Replace W/32" Hinged R/C (Labor Only)	EA	$1,502.98

Certificate Of Completion

Envelope Id: 66E691AB-3D86-80B6-8136-08F04B717E9D
Status: Completed
Subject: FOR SIGNATURE - Amendment 5 - Additional Line Items - TRIP Projects (CIP/230266)
Source Envelope:
Document Pages: 10
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
7/1/2026 12:41:44 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Stuart Savoy ssavoy@cwrcontracting.com Vice-President Security Level: Email, Account Authentication (None)	Signed by: Stuart Savoy 88C66C672C2B455... Signature Adoption: Pre-selected Style Using IP Address: 134.204.25.174	Sent: 7/1/2026 12:43:43 PM Resent: 7/6/2026 1:20:16 PM Viewed: 7/6/2026 1:29:57 PM Signed: 7/6/2026 1:30:17 PM
Electronic Record and Signature Disclosure: Accepted: 7/6/2026 1:29:57 PM ID: c501eeb2-2f01-48cd-9096-bc0b9129d5c1		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/6/2026 1:30:18 PM Viewed: 7/13/2026 5:19:38 PM Signed: 7/13/2026 5:19:49 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/13/2026 5:19:51 PM Viewed: 7/14/2026 3:59:12 PM Signed: 7/14/2026 4:00:49 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/14/2026 4:00:50 PM Viewed: 7/14/2026 4:29:40 PM Signed: 7/14/2026 4:29:51 PM
Electronic Record and Signature Disclosure: Accepted: 7/14/2026 4:29:40 PM ID: 778de775-2132-430a-9e19-80a69029eec7		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/1/2026 12:43:43 PM
Envelope Updated	Security Checked	7/6/2026 1:20:15 PM
Envelope Updated	Security Checked	7/6/2026 1:20:15 PM
Certified Delivered	Security Checked	7/14/2026 4:29:40 PM
Signing Complete	Security Checked	7/14/2026 4:29:51 PM
Completed	Security Checked	7/14/2026 4:29:51 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: E6BE396F-28C7-8F81-805B-3320F3B1C3E2

FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT FOR ELECTRICAL CONTRACTOR SERVICES

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT FOR ELECTRICAL CONTRACTOR SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **ELECTRIC MACHINE CONTROL, INC.**, a for-profit corporation duly organized in and authorized to do business in the state of Florida (EIN: 63-1232332) ("Contractor").

WHEREAS, on July 3, 2024, City and Electric Machine Control, Inc entered into a Cooperative Purchasing Agreement for the Provision of Electrical Contractor Services (the "Original Agreement") City of Ocala Contract No.: ELE/240398 for a term from June 18, 2024 through May 1, 2026; and

WHEREAS, City and Contractor now desire to extend the Original Agreement, as written, for the two (2) year extension period referenced in the attached **Exhibit B – GRU Extension**.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between the City and Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **EXTENSION.** The Original Agreement is hereby extended for an additional **TWO (2) YEAR** period beginning **MAY 2, 2026**, and terminating **APRIL 30, 2028** (the "Extension Term"), as described in the attached **Exhibit B – GRU Extension**.
4. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:	Electric machine Control, Inc. Attention: Brian Thomason, Vice President 7015 Haisten Drive Trussville, Alabama 35173 Phone: 205-661-3998 E-mail: bthomason@emcinc.com
If to City of Ocala:	Jameel Barnes, Director City of Ocala, Procurement & Contracting Department 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov

Docusign Envelope ID: E6BE396F-28C7-8F81-805B-3320F3B1C3E2

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

5. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

6. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this First Amendment for all purposes.

7. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Agreement on 7/13/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by:
Janice Mitchell
55198B48868A4E1...
Janice Mitchell
Chief Financial Officer

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

By: William E. Sexton, Esq.

Title: City Attorney

ELECTRIC MACHINE CONTROL, INC.

Signed by:
Brian Thomason
E34C148F2736429...

By: Brian Thomason
(Printed Name)

Title: Vice President
(Title of Authorized Signatory)

Docusign Envelope ID: E6BE396F-28C7-8F81-805B-3320F3B1C3E2

FIRST AMENDMENT 2023-020-B

GENERAL SERVICE AGREEMENT FOR ELECTRICAL CONTRACTOR

GAINESVILLE REGIONAL UTILITIES

301 SE 4th Avenue

Gainesville, FL 32601

Docusign Envelope ID: E6BE396F-28C7-8F81-805B-3320F3B1C3E2

FIRST AMENDMENT TO THE CONTRACT BETWEEN

THE CITY OF GAINESVILLE, d/b/a GAINESVILLE REGIONAL UTILITIES,

AND ELECTRIC MACHINE CONTROL, INC.

FOR

GENERAL SERVICES AGREEMENT (GSA) FOR ELECTRICAL CONTRACTOR

THIS FIRST AMENDMENT is made and entered into with an effective date of May 1, 2026, by and between the **CITY OF GAINESVILLE** a Florida municipal corporation d/b/a **GAINESVILLE REGIONAL UTILITIES (GRU)**, with offices located at 301 SE 4th Ave, Gainesville, FL 32601, and **ELECTRIC MACHINE CONTROL, INC.** ("Contractor"), a Florida Florida Profit Corporation, with its principal place of business at 7901 4th St. N., Suite 300, St. Petersburg, FL 33702, individually referred to as "Party" or collectively as "Parties".

WHEREAS, the Parties entered into an Initial Contract dated May 1, 2023, with a termination date of April 30, 2026 for Electrical Contractors ("Initial Contract"); and

WHEREAS, Parties agree to extending the Initial Contract for two (2) years.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants contained herein, the Parties agree as follows:

a. Initial Contract is extended for two (2) years, expiring on April 30, 2028.

b. TBD

c. Contractor shall continue to provide Electrical Contractors as detailed in the Statement of Work in accordance with the General Terms and Conditions (**Attachment 1**) and Supplemental Conditions (**Attachment 2**) of the Initial Contract.

d. The following section is hereby added to the Supplemental Conditions of the Initial Contract:

Anti-Human Trafficking. On or before the Effective Date of this Contract and, in addition, on or before the effective date of each renewal or extension of this Contract, the Contractor shall provide the City with an affidavit, pursuant to Section 787.06(13), Fla. Stat., which is signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as those terms are defined in Section 787.06(13), Fla. Stat. This Section applies only to Contractors that are nongovernmental entities.

Safety and Hazard Responsibility.

i. Contractor shall be solely responsible for maintaining a safe worksite and for implementing, at its own cost and expense, all safety, and hazard prevention measures required by

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Occupational Safety and Health Administration (OSHA), National Fire Protection Association (NFPA), and all applicable federal, state, and local laws, regulations, and codes. This includes, without limitation, providing confined space attendants and air monitoring equipment, fire watch during and after any hot work, maintaining fire extinguishers and safety equipment, securing the work area against hazards, and promptly removing combustible materials. Contractor shall ensure that all subcontractors and other parties engaged by Contractor comply fully with these obligations.

ii. Contractor shall complete safety documents with GRU personnel that may include a pre-task checklist and require a Job Hazard Analysis ("JHA") component to promote awareness of potential hazards and suggested mitigation measures, at GRU's sole discretion. Additional permits may be required depending on the scope of work. Contractor acknowledges and agrees that GRU's safety documents are supplemental only, are not intended to be exhaustive or comprehensive, and shall not be relied upon as a complete identification of all potential hazards. Contractor remains solely responsible for identifying, analyzing, and mitigating all hazards associated with its work, including the work of its subcontractors, and for conducting its own job-specific hazard analysis and safety planning.

iii. GRU reserves the right, but not the obligation, to monitor the worksite for unsafe conditions. If GRU reasonably determines that Contractor's or its subcontractors' operations pose an imminent threat to health, safety, or property, GRU may direct Contractor to stop work until the condition is corrected. Contractor shall promptly comply with such directive and shall not be entitled to any additional compensation or time extension. If Contractor or its subcontractors fail to provide required fire watch, safety measures, or hazard controls, GRU may, but is not obligated to, provide such measures directly or through a third party, and the cost shall be back-charged to Contractor and deducted from amounts otherwise due under the Purchase Order.

iv. The presence of any fire protection, alarm, suppression, or other safety systems or equipment owned or maintained by GRU shall not relieve Contractor of its obligations under this Section. Contractor remains fully responsible for fire watch, hazard prevention, and all other safety measures required for its work, regardless of the operation, adequacy, or failure of GRU's systems. Failure to comply with this Section shall subject Contractor to the indemnification obligations set forth elsewhere in the Agreement.

v. Contractor shall immediately notify GRU of any incident, near miss, injury, property damage, or unsafe condition occurring at the worksite, and shall cooperate fully with GRU in any related investigation.

Price Adjustment Clause, Tariff-Based Price Adjustment:

The parties recognize that the imposition of tariffs or trade restrictions may impact the supplier's ability to maintain pricing. In the event that new tariffs or changes to existing tariffs are imposed

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by any governmental authority after the effective date of this contract, and such changes materially increase the cost of goods or materials necessary for performance, the supplier may request a price adjustment. In such instances, the supplier must notify the agency of the impact, supported by credible cost data (see examples below). The parties agree to engage in good-faith negotiations within 15 business days to consider price modifications, substitute goods, or alternative sourcing arrangements, with the goal of minimizing disruption to public services and maintaining the continuity of supply. No Invoiced adjustments will be approved without prior negotiations and approval.

- Copy of the official tariff schedule or notice (e.g., from the U.S. International Trade Commission, or Customs and Border Protection (CBP)
- Federal Register notice showing the imposition of the tariff with effective dates and Harmonized Tariff Schedule (HTS codes)
- Reference to the Harmonized Tariff Schedule (HTS) number for the product
- **Product Classification (HTS Code) Harmonized Tariff Schedule (HTS) code** used for the product being imported. **Harmonized Tariff Schedule Information**

All other terms and conditions of the Initial Contract except as modified herein, shall remain in full force and effect.

Docusign Envelope ID: E6BE396F-28C7-8F81-805B-3320F3B1C3E2

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

Contractor Legal Name

Brian Thomason
Brian Thomason (Apr 6, 2026 07:47:35 CDT)
SIGNATURE

Brian Thomason
FULL NAME

Vice President
TITLE

04/06/2026
DATE SIGNED

City of Gainesville d/b/a Gainesville Regional Utilities

Dino De Leo
Dino De Leo (Apr 3, 2026 10:37:03 EDT)
SIGNATURE

Dino De Leo
FULL NAME

Energy Supply Officer
TITLE

04/03/2026
DATE SIGNED

Approved as to form and legality:

Derek Perry (Apr 3, 2026 09:54:01 EDT)
SIGNATURE

Derek D. Perry
FULL NAME

Chief Legal Officer and General Counsel
TITLE

04/03/2026
DATE SIGNED

Prepared by:

2023-020-B Amendment 1

Final Audit Report 2026-04-06

Created:	2026-04-03
By:	Robbin Odowski (ODOWSKIRR@gru.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKRDShkZFwOLFISHJo9NBVZtXWb07vdM7

"2023-020-B Amendment 1" History

Document created by Robbin Odowski (ODOWSKIRR@gru.com)
2026-04-03 - 1:00:23 PM GMT

Document emailed to Derek Perry (perrydd@gru.com) for signature
2026-04-03 - 1:00:32 PM GMT

Document emailed to bthomason@emcinc.com for signature
2026-04-03 - 1:00:32 PM GMT

Document emailed to Dino De Leo (deleods@gru.com) for signature
2026-04-03 - 1:00:32 PM GMT

Email viewed by Derek Perry (perrydd@gru.com)
2026-04-03 - 1:53:49 PM GMT

Document e-signed by Derek Perry (perrydd@gru.com)
Signature Date: 2026-04-03 - 1:54:01 PM GMT - Time Source: server

Email viewed by Dino De Leo (deleods@gru.com)
2026-04-03 - 2:35:35 PM GMT

Document e-signed by Dino De Leo (deleods@gru.com)
Signature Date: 2026-04-03 - 2:37:03 PM GMT - Time Source: server

Email viewed by bthomason@emcinc.com
2026-04-06 - 12:46:12 PM GMT

Signer bthomason@emcinc.com entered name at signing as Brian Thomason
2026-04-06 - 12:47:33 PM GMT

Document e-signed by Brian Thomason (bthomason@emcinc.com)
Signature Date: 2026-04-06 - 12:47:35 PM GMT - Time Source: server

Docusign Envelope ID: E6BE396F-28C7-8F81-805B-3320F3B1C3E2

Agreement completed.

2026-04-06 - 12:47:35 PM GMT

Adobe Acrobat Sign

Certificate Of Completion

Envelope Id: E6BE396F-28C7-8F81-805B-3320F3B1C3E2
Status: Completed
Subject: SIGNATURE: Amendment 1 - Renewal - Electrical Contractor Services (ELE/240398)
Source Envelope:
Document Pages: 10
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
7/6/2026 11:35:14 AM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Brian Thomason bthomason@emcinc.com Vice President Security Level: Email, Account Authentication (None)	Signed by: Brian Thomason E34C148F2736429... Signature Adoption: Pre-selected Style Using IP Address: 65.141.84.131	Sent: 7/6/2026 11:44:00 AM Viewed: 7/6/2026 11:50:32 AM Signed: 7/6/2026 11:52:02 AM
Electronic Record and Signature Disclosure: Accepted: 7/6/2026 11:50:32 AM ID: 26a0d6c1-8ca8-4ad9-9c53-484984f7cf68		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/6/2026 11:52:03 AM Viewed: 7/13/2026 5:15:29 PM Signed: 7/13/2026 5:19:14 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 38.34.227.194 Signed using mobile	Sent: 7/13/2026 5:19:15 PM Viewed: 7/13/2026 7:24:08 PM Signed: 7/13/2026 7:24:53 PM
Electronic Record and Signature Disclosure: Accepted: 7/13/2026 7:24:08 PM ID: bc284e2f-0d5f-4736-b638-3e12e57f57fc		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/13/2026 7:24:54 PM Viewed: 7/14/2026 1:03:29 PM Signed: 7/14/2026 1:03:40 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 7/14/2026 1:03:29 PM ID: 62a96522-d20a-4c6a-9ccd-d88900a56619		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/6/2026 11:44:00 AM
Certified Delivered	Security Checked	7/14/2026 1:03:29 PM
Signing Complete	Security Checked	7/14/2026 1:03:40 PM
Completed	Security Checked	7/14/2026 1:03:40 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

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ADMINISTRATIVE, ACTUARIAL, CONSULTING, AND RETIREMENT SERVICES AGREEMENT

This Administrative, Actuarial, Consulting, and Retirement Services Agreement ("Agreement" or "ASA") is entered into by and between City of Ocala (the "Employer"), with its principal place of business at 110 SE Watula Avenue, Ocala FL, 34471, and Marsh & McLennan Agency, LLC ("Marsh"), a North Carolina corporation, with places of business at 3318 West Friendly Avenue Suite 400, Greensboro, NC 27410 and at 111 Millport Circle, Greenville, SC 29607 (collectively, the "Parties"), as of February 17, 2026 (the "Effective Date").

Recitals

1. Administrative Services for Flexible Spending Accounts, Related Plans, and COBRA:

WHEREAS, the Employer has established the following employee benefit plan(s) and/or desires certain administrative services relating to its employee benefit plan(s) (identified with an X and described in one or more identified "A" Appendices to this Agreement):

_____*Flexible Spending Accounts ("FSAs")*: accounts for reimbursement of certain medical benefits ("Health FSA") and/or child care benefits ("Dependent Care FSA") that may be funded with employee or employer contributions. If FSA services are selected, **Appendix A-1**, which describes additional FSA services and associated fees, is incorporated into this Agreement. Also, unless the Employer is a church or a governmental employer, the Employee Retirement Income Security Act of 1974 ("ERISA") Appendix, **Appendix A-8,** is incorporated into this Agreement solely with respect to certain Health FSA services.

_____*Health Reimbursement Arrangements ("HRAs")*: accounts for reimbursement of certain medical expenses that are funded with employer contributions. If HRA services are selected, **Appendix A-2**, which describes additional HRA services and associated fees, is incorporated into this Agreement. Also, unless the Employer is a church or a governmental employer, the ERISA Appendix, **Appendix A-8**, is incorporated into this Agreement with respect to certain HRA services.

_____*Health Savings Accounts ("HSAs")*: individual employee-owned accounts to pay for certain medical expenses that may be contributed to by employees, or by employers where the employee is covered by a high-deductible health plan ("HDHP"). HSAs under this Agreement are not covered by ERISA. If HSA services are selected, **Appendix A-3**, which describes additional HSA services and associated fees, is incorporated into this Agreement.

_____*Transportation Spending Accounts ("TSAs")*: accounts intended to provide transit passes and/or qualified parking to employees of the Employer. TSAs are not covered by ERISA. If TSA services are selected, **Appendix A-4**, which describes additional TSA services and associated fees, is incorporated into this Agreement.

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_____*Coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA")*: pursuant to COBRA, if Employer provides certain health care benefits to its employees (and their dependents, as applicable), under a Plan, or Plans, upon the end of an employee's employment with the Employer and under certain other circumstances set forth in COBRA, such former employee (and dependents, as applicable) may have rights to extend certain health care benefits provided under the Plans. If COBRA services are selected, **Appendix A-5,** which describes additional COBRA services and associated fees, is incorporated into this Agreement. Also, unless the Employer is a governmental or church employer, the ERISA Appendix, **Appendix A-8**, is incorporated into this Agreement. However, note that most church plans will not provide COBRA coverage.

_____*Health and Welfare Plan Services*: administrative and additional services provided by Marsh with respect to certain health and welfare plans. If Health and Welfare Plan Services are selected, **Appendix A-6,** which describes additional Health and Welfare Plan Services and associated fees, is incorporated into this Agreement. Also, unless the Employer is a church or a governmental employer, the ERISA Appendix, **Appendix A-8**, is incorporated into this Agreement with respect to certain Health and Welfare Plan Services.

_____*Health and Welfare Actuarial and Compliance Consulting Services*: a scope of services set forth in **Appendix A-7**, which is incorporated into this Agreement.

2. Actuarial and Consulting Services for Retirement and Related Plans:

WHEREAS, the Employer has retained Marsh to provide the following services supporting retirement or post-employment benefit programs (identified with an X and described in one or more identified "B" Appendices to this Agreement).

_____*Government Retirement Plan Services*: a scope of services set forth in **Appendix B-1**, which is incorporated into this Agreement. Article 1, Article 2, and Article 3 from **Appendix B-6** are incorporated into the **Appendix B-1**.

X_____*Governmental Plans with Other Post-Retirement Benefits Other than Pensions*: a scope of services set forth in **Appendix B-2**, which is incorporated into this Agreement. Article 1, Article 2, and Article 3 from **Appendix B-6** are incorporated into the **Appendix B-2**.

_____*Other Post-Retirement Benefits Other than Pensions*: a scope of services set forth in **Appendix B-3**, which is incorporated into this Agreement. Article 1, Article 2, and Article 3 from **Appendix B-6** are incorporated into the **Appendix B-3**. Also, unless the Employer is a church or a governmental employer, Article 4 from **Appendix B-6**, is incorporated into the **Appendix B-3**.

_____*Supplemental Executive Retirement Plans and Other Similar Agreements*: a scope of services set forth in **Appendix B-4**, which is incorporated into this Agreement. Article 1, Article 2, Article 3, and Article 5 from **Appendix B-6** are incorporated into the **Appendix B-4**. Also, unless the Employer is a church or a governmental employer, Article 4 from **Appendix B-6**, is incorporated into the **Appendix B-4**.

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_____*Tax Qualified Retirement Plan Services*: a scope of services set forth in **Appendix B-5**, which is incorporated into this Agreement. Article 1, Article 2, Article 3, Article 5, and Article 6 from **Appendix B-6** are incorporated into the **Appendix B-5**. Also, unless the Employer is a church or a governmental employer, Article 4 from **Appendix B-6**, is incorporated into the **Appendix B-5**.

NOW, THERFORE, in consideration of the mutual covenants contained herein, and such other consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree as follows.

Article 1. Definitions

1.1. "Affiliate" means a business entity that controls (i.e., parent), is controlled by (i.e., subsidiary), or under common control with (i.e., sister company) a Party to this Agreement.

1.2. "Applicable Law" means all applicable federal, state, and local laws, rules, regulations, codes, constitutions, treaties, orders, or decisions of any governmental authority, as may be amended.

1.3. "Business Day" means any day in which Marsh is operating under normal business conditions.

1.4. "Employee" means an employee of the Employer.

1.5. "Nonpublic Personal Information ('NPI')" means personally identifiable financial information about Plan participants and includes, without limitation, any list, description, or other grouping of Plan participants (and publicly available information pertaining to them) that is derived using any nonpublic personal information.

1.6. "Personal Information" means NPI and PHI, collectively.

1.7. "Plan(s)" means all employee benefit plans, for which Marsh is providing administrative services under this ASA and all retirement and related plans for which Marsh is providing actuarial, administrative and consulting services under this ASA.

1.8. "Protected Health Information ('PHI')" means information related to the past, present or future physical or mental health or condition of a Plan participant, the provision of healthcare to a Plan participant, or the past, present or future payment for the provision of healthcare to a Plan participant and that identifies the Plan participant or with respect to which there is a reasonable basis to believe the information can be used to identify the Plan participant.

1.9. "Summary Plan Description" ('SPD')" is a document summarizing the Plan(s), as the term is defined in, and which terms and manner are regulated by, the Employee Retirement Income Security Act of 1974 ("ERISA").

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Article 2. Services of Marsh and Relationship Between the Parties

2.1. Marsh Services.

Marsh shall directly, or indirectly through subcontractors, perform those services set forth in this Agreement and in any applicable Appendix selected by the Employer, above.

2.2. Relationship Between the Parties.

2.2.1. The relationship between Marsh and the Employer/Plan(s) under this Agreement shall be that of independent entities contracting with each other solely for the purpose of carrying out the purposes of this Agreement (each Party being solely an independent contractor of the other). Neither of the Parties, nor any of their employees or agents, shall be construed to be the employee, partner, or joint venturer of the other Party; nor shall this Agreement create any relationship of principal and agent, or of franchiser and franchisee, between the Parties.

2.2.2. It is expressly understood and agreed that neither Party hereto has, nor shall have, authority to make any representation, warranty, or binding commitment on behalf of the other Party. Neither Party shall be responsible for, nor incur any liability with respect to, the debts or the acts, or the failure to act, of the other Party.

2.2.3. Except for any functions where Marsh has specifically acknowledged fiduciary responsibility in an Appendix, Marsh shall not be a fiduciary under Applicable Law with respect to: the Employer, any of the Employer's employees, or any Plan participant or beneficiary. Employer is responsible for administering the Plan(s) in all respects with the assistance of Marsh for the specific tasks set forth in this Agreement or in any applicable Appendix.

2.2.4. The Employer delegates to Marsh the administration and processing of claims, if any, as stated in any applicable Appendix. Marsh will review and administer claims for payment or denial. Subject to the final authority of the Employer, Marsh shall have discretionary authority to determine the validity of the claims and charges submitted for reimbursement under the Plan(s). Provided, however, that if an appeal/request for review is filed by a participant or beneficiary on any denied claim, Employer will decide any such appeal/request for review.

Article 3. Duties and Liabilities of the Employer

3.1. Administrative Charges for Services.

3.1.1. The Employer agrees to pay Marsh the fees set forth in any applicable Appendix.

3.1.2. Fees may be modified in accordance with: (a) an applicable Appendix or (b) Sections 3.3 and 3.6 of this Agreement.

3.2. Plan or Employer Changes.

The Employer shall notify Marsh immediately if there are any organizational changes to the legal form, structure, or ownership of the Employer or Affiliates, or changes to the applicable Plan.

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3.3. Change in Census Data.

If Employer census data fluctuations of plus or minus twenty percent (+/- 20%) occur after the Effective Date of this Agreement, Marsh may modify the fees specified in any applicable Appendix. If the Parties are unable to reach agreement on the modified fees or services provided under this Agreement, the Parties may decide either to (a) continue the Agreement under its original/prior terms or (b) mutually terminate this Agreement.

3.4. Liability for Benefits.

The Employer has ultimate and sole liability for the payment of claims under the Plan(s) and all expenses incident thereto. In no event shall Marsh be liable for the payment of any claims or expenses under the Plan(s) from its own funds.

3.5. Disclosure to Participants.

The Employer acknowledges that it is the Employer's responsibility, and not Marsh's, to provide any of the Plan(s)' participants with any required disclosure of any of the Plan(s)' terms including an SPD, if any, a Plan document, or any other required disclosure of the Plan(s)' terms.

3.6. Plan Documents.

The Employer has final authority over the Plan design and is solely responsible for determining the legal and tax status of any Plan document or SPD, as required by Applicable Law. The Employer will consult with its own legal counsel to determine the legal sufficiency and validity of the Plan document and SPD.

The Employer shall provide Marsh with copies of the Plan document, each amendment to the Plan document, the trust agreement (if any), and the SPD. Plan updates, modifications, or amendments shall be communicated in writing by the Employer to Marsh within ten (10) calendar days following the adoption of such change. If any such change materially increases Marsh's obligations and duties under this Agreement, Marsh may adjust its fees by notifying the Employer in writing.

3.6.1. Retirement Plan Documents.

a. Marsh Sponsored Documents. If the Employer uses the Volume Submitter Plan documents sponsored by Marsh, the Employer shall not add to, delete, or modify their form or content, except as approved in writing by Marsh. As the sponsor of the Volume Submitter Plan documents, Marsh shall be responsible for updating and amending the documents to retain Internal Revenue Service ("IRS") approval. The Employer is responsible for selections made in the Volume Submitter document (if applicable). Based on the Employer's selections in the Volume Submitter document, Marsh will provide an SPD. Employer shall provide signed copies of the Plan documents to Marsh, after execution, and this shall be done without any request from Marsh being necessary.

b. Non-Marsh Sponsored Documents. If the Employer does not use the Plan documents sponsored by Marsh, the Employer is responsible for updating and amending the Plan

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documents, and is further responsible for filing with the IRS to obtain an individual determination letter for its Plan if the Employer decides to apply for such individual determination letter.

3.6.2. Welfare Plan Documents.

a. Marsh Sponsored Documents. If the Employer uses the Plan documents prepared by Marsh for services provided pursuant to Appendix A-1, Appendix A-2, Appendix A-4, and Appendix A-6, the Employer shall not add to, delete, or modify their form or content, except as approved in writing by Marsh. Marsh will notify the Employer of any change in ERISA or the Code that may require an amendment to the Plan document(s) and/or summary of material modifications ("SMM") to the SPD and Marsh will update and amend Plan documents and SPDs. If the Employer desires to make discretionary Plan design changes, the Employer must notify Marsh in a timely manner and Marsh will draft the Plan amendment and SMM.

Marsh uses templated solutions containing a number of options for Plan design. However, if the changes requested by the Employer do not fit into the templated solution, there may be an extra fee for document preparation and consulting to be determined by the Parties.

If the Employer modifies the Plan documents without written permission by Marsh, as required in this Section 3.6.2, Marsh will have no further obligation for ongoing compliance maintenance.

b. Non-Marsh Sponsored Documents. If the Employer does not use the Plan documents prepared by Marsh, the Employer is responsible for updating and amending the Plan documents to maintain the validity of the Plan(s) under Applicable Law.

3.6.3. Final Arbiter.

The Employer shall be the final arbiter as to the interpretation of the Plan(s) and as to the payment of benefits. Marsh shall consult with the Employer in the event of any questions regarding interpretation of the Plan. If the Employer desires to notify Marsh of a particular interpretation or to give special instructions, the Employer shall notify Marsh in writing of such interpretation or instructions.

3.7. Medical Records.

Employer shall (a) notify each Plan participant and provide each with an opportunity to opt out of (if required), or (b) obtain from each Plan participant such written authorization for (if required), the release of any Personal Information, in accordance with Applicable Law (including, without limitation, the Health Insurance Portability and Accountability Act ("HIPAA") and the Gramm-Leach-Bliley Act ("GLBA")), to permit Employer and Marsh to perform their respective obligations under this Agreement.

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3.8. Required Data.

The Employer will provide Marsh, on a timely basis, with accurate and complete data in the format acceptable to Marsh. In the course of administering the Plan(s), various communications and transmissions of data between the Employer and Marsh may occur by electronic means. Marsh is authorized and instructed to act on such communications and transmissions without further inquiry into their source or validity.

3.9. Custody of Forms.

The Employer will be responsible for the collection and physical custody of all forms, including but not limited to, Participant and beneficiary designation forms, forms relating to Section 125 plans, any applicable annuity waiver forms, benefit election forms, tax withholding forms, death certificates, and other relevant documents.

Article 4. Indemnification & Limitation of Liability

4.1. Indemnification.

Each Party ("Indemnifying Party") will defend, indemnify, and hold harmless the other Party and their respective Affiliates, directors, officers, employees, agents, attorneys, representatives, successors, and assigns ("Indemnitees") from, and against, any and all third party claims, demands, or notices (direct or indirect) in whatever form and regardless of whether a claim lacks merit, asserted against any Indemnitee with respect to actual or alleged liabilities, damages, losses, claims, demands, assessments, actions, causes of action, and costs (including reasonable attorneys' fees and expenses), arising out of, or resulting from, any of the following:

4.1.1. Any damage to or loss of property caused by the Indemnifying Party in the performance of the Indemnifying Party's obligations under this Agreement; and

4.1.2. In the case of Employer, in the event of any of the following: (a) incorrect or incomplete data or instructions to Marsh, (b) failure to notify Marsh of Plan terms and changes, and (c) Employer's breach of Plan fiduciary or other duties to employees/participants or beneficiaries under Applicable Law (collectively "Claims").

4.1.3. No Waiver of Sovereign Immunity. Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

4.2. Indemnification Procedures.

If a third party makes a Claim subject to indemnification hereunder and the Indemnitee intends to seek indemnification from the Indemnifying Party, the Indemnitee shall give notice of the Claim to the Indemnifying Party, including a brief description of the Claim, if known; provided, however, that failure to provide such notice shall not relieve the Indemnifying Party of its obligations under this Agreement except to the extent prejudiced by such failure. Upon giving such notice, the Indemnifying Party is obligated to defend the Indemnitee against such Claim and is entitled to assume control of the defense of the Claim with counsel chosen by the Indemnifying Party. At the

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Indemnifying Party's request and expense, the Indemnitee shall, to a commercially reasonable extent, cooperate fully with and assist the Indemnifying Party in its defense against such Claim in all reasonable respects. Notwithstanding the foregoing, the Indemnitee shall have the right, at its own expense, to employ separate counsel in any such action, but the role of such counsel shall only be supportive of the Indemnifying Party's counsel. Neither the Indemnifying Party nor any Indemnitee shall be liable for any settlement of any Claim effected without its consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, the Indemnitee shall retain, assume, or reassume sole control over all expenses relating to every aspect of the defense of a Claim that it believes is not the subject of indemnification hereunder.

4.3. Limitation of Liability.

4.3.1. For the services provided under this Agreement, Marsh will be liable for errors or omissions only if such errors or omissions result from intentional malfeasance, gross negligence or fraud on the part of Marsh. In no event shall Marsh be liable if such errors or omissions occur due to any inaccurate or incomplete data received by Marsh, failures in data transmission or computer software (including data transmitted to Marsh in a format that is unacceptable to Marsh), or a force majeure beyond the control of Marsh.

4.3.2. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (OR ANY OF ITS AFFILIATES PROVIDING OR RECEIVING THE SERVICES ELECTED UNDER THE RECITALS AND PROVIDED HEREUNDER) BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR LOSSES OR DAMAGES WHICH FALL INTO ANY OF THE FOLLOWING CATEGORIES: (A) LOST REVENUES; (B) LOST PROFITS; (C) LOSS OF BUSINESS; (D) TRADING LOSSES; OR (E) ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ANY OF THE FOREGOING LOSSES OR DAMAGES RESULTING FROM EMPLOYER'S USE OF THE SERVICES PROVIDED HEREUNDER, OR ARISING FROM ANY BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF THE RELEVANT PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. IN ANY EVENT, THE LIABILITY OF ONE PARTY TO THE OTHER FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF FEES PAID TO Marsh DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM AND THEN ONLY TO THE EXTENT THE FEES RELATE TO THE SERVICES OR WORK PRODUCT CONTAINING ANY ALLEGED ERRORS OR OMISSIONS.

4.4. Disclaimer.

THE SERVICES ELECTED IN THE RECITALS ARE PROVIDED HEREUNDER "AS IS," AND ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS OR CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, QUALITY OF INFORMATION, QUIET ENJOYMENT OR OTHERWISE (INCLUDING IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT)

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ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIMED AND EXCLUDED FROM THIS AGREEMENT.

Article 5. Term & Termination

5.1. Term.

5.1.1. With respect to Administrative Services for FSAs, HRAs, HSAs, TSAs, Health and Welfare Plan Services and Health and Welfare Actuarial and Compliance Consulting Services, and COBRA, **Appendices A-1, A-2, A-3, A-4, A-5, A-6, and A-7,** unless separately addressed in an applicable Appendix, the term of this Agreement commences on the Effective Date and continues for a period of two (2) years thereafter ("Initial Term"). Following the Initial Term, the Agreement will renew for subsequent two (2) year periods (each a "Renewal Term") upon written agreement between the parties, unless earlier terminated in accordance with the terms of this Agreement.

5.1.2. With respect to Actuarial and Consulting Services for Retirement and Related Plans, **Appendices B-1, B-2, B-3, B-4, B-5, and B-6** unless separately addressed in an applicable Appendix, the term of this Agreement commences on the Effective Date and remains in effect until terminated by the Employer or Marsh. Either party may terminate this Agreement with respect to Actuarial and Consulting Services for Retirement and Related Plans by providing the other Party with at least thirty (30) days' prior written notice of its intent to terminate this Agreement, unless earlier terminated in accordance with the terms of this Agreement.

5.2. Termination.

5.2.1. Either Party may terminate this Agreement immediately, without advance notice, for the following acts of or by the other Party: gross negligence, willful misconduct, or a breach of the confidentiality obligations set forth herein.

5.2.2. Either Party may terminate this Agreement if the other Party breaches, or is otherwise in default of, any material obligation under this Agreement if the default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of default from the non-defaulting Party or within any additional cure period as the non-defaulting Party may authorize in writing.

5.2.3. Either Party may terminate this Agreement immediately upon notice to the other Party if the other Party: (a) becomes insolvent, (b) makes a general assignment for the benefit of creditors, (c) suffers or permits the appointment of a receiver for its business or assets, (d) becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, (e) ceases doing business in the ordinary course, (f) has wound up, dissolved or liquidated, voluntarily or otherwise, and/or (g) makes an assignment or delegation in violation of this Agreement. Employer acknowledges and agrees that its right to terminate this Agreement pursuant to this Section 5.2 is strictly subject to Marsh's regulatory compliance obligations with respect to ensuring continuity of service and safety/soundness as determined by Marsh's legal counsel in Marsh's discretion.

5.3. Effect of Termination.

Any unsatisfied payment obligations remaining at the time of termination or expiration of this agreement will survive the termination or expiration of this Agreement. The Parties will cooperate

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with and assist each other in any necessary and appropriate notification of participants, beneficiaries, regulators, and other interested parties in the event of a termination or expiration. The Parties will cooperate with and assist each other in the transfer of administrative data and documentation in the other's possession that may be necessary relating to the continued servicing of the Plan(s). Marsh reserves the right to charge for the time and costs incurred in the preparation and transmission of such records to Employer. Invoices are issued as work progresses, customarily on a monthly basis, with payment due upon receipt. Any amount past due by more than thirty (30) days may have interest added at the rate of 1.5% per month. Amounts past due by more than ninety (90) days may result in interruption of service. Upon termination of services or engagement of additional service providers, any past due amounts must be resolved in order to provide information to, or consulting with or in relation to, new or additional providers. Upon the provision of such records to Employer, Employer agrees to assume all record keeping obligations pertaining to such records that may arise under Applicable Law.

Article 6. Confidentiality

6.1. Confidential Information.

"Confidential Information" includes, but is not limited to, the following information relating to or provided by a Party, its Affiliates, employees or contractors ("Disclosing Party") to the other Party, its Affiliates, employees or contractors ("Receiving Party"), whether such information is written or oral, electronic or in other form, including, but not limited to: trade secrets, know-how, ideas, customer surveys, customer lists, questionnaires, research, products and product plans, services, software developments, inventions, methodologies, designs, drawings, diagrams, flowcharts, financial information, manuals, business strategies, processes and policies, technical descriptions and information, markets, and/or marketing plans. Confidential Information also includes any reports or documents that include, summarize, are based on, or refer to Confidential Information and all derivative works of any Confidential Information. Confidential Information includes all Personal Information. Confidential Information also includes information contained in this Agreement or any Appendix.

6.2. Ownership.

All Confidential Information shall remain the property of the Disclosing Party.

6.3. Handling of Confidential Information.

6.3.1. Each Party agrees to (a) treat as confidential all Confidential Information of the Disclosing Party furnished to the Receiving Party pursuant to this Agreement in accordance with the provisions of this Article 6, and to take, or abstain from taking, other actions set forth herein, and (b) implement or maintain reasonable security measures to maintain the confidentiality of the Confidential Information.

6.3.2. Confidential Information will be used solely for the purpose of fulfilling the Receiving Party's obligations hereunder, and will be kept confidential by the Receiving Party, its Affiliates, and their respective officers, directors, members, employees, representatives, contractors, consultants, agents, and advisors, provided, however, that: (a) any of such Confidential Information may be disclosed to officers, directors, members, employees, Affiliates,

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representatives, contractors, consultants, agents, and advisors of the Receiving Party who need to know such Confidential Information for the purpose of fulfilling each Party's obligations hereunder and who are under obligations of confidentiality no less stringent than those contained herein, (b) the Receiving Party may disclose any Confidential Information to which the Disclosing Party previously and expressly consents in writing, and (c) either Party may disclose that portion of the Confidential Information to the extent and in the manner required to satisfy its obligations under Applicable Law.

6.4. Notice.

A Party intending to make any disclosure under Section 6.3.2(c) shall provide to the other Party reasonable advance notice of such requirement, if possible, and reasonable opportunity to seek a court order or other relief preventing such disclosure.

6.5. Return of Confidential Information.

Upon termination or expiration of this Agreement and request of the Disclosing Party, each Party will return to the other Party all materials containing or reflecting the Confidential Information and will not retain any copies, extracts, or other reproductions thereof unless otherwise specified in this Agreement.

6.6. Limitations.

These restrictions shall not apply to any part of the Confidential Information which (a) was at the time of disclosure or thereafter becomes generally available to the public other than as a result of a breach of the Receiving Party's obligations hereunder; (b) was at the time of disclosure, as shown by the Receiving Party's records, already in the Receiving Party's possession on a lawful basis; (c) is lawfully acquired by the Receiving Party after the time of the disclosure through a third party under no obligation of confidence to the Disclosing Party; or (d) was independently developed by the Receiving Party without use or reliance on the Confidential Information by the Receiving Party.

6.7. Public Records. **PUBLIC RECORDS.** Marsh shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Marsh shall:

a. Keep and maintain public records required by the public agency to perform the service.

b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Marsh does not transfer the records to the public agency. If Client receives a request for information that includes Marsh's Confidential Information, Client will provide prompt notice to Marsh to allow Marsh to assert any applicable exceptions to disclosure to the extent permitted by law.

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d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Marsh or keep and maintain public records required by the public agency to perform the service. If Marsh transfers all public records to the public agency upon completion of the contract, Marsh shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Marsh keeps and maintains public records upon completion of the contract, Marsh shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF MARSH HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MARSH'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

7.1. GLBA.

Article 7. Privacy (GLBA & HIPAA) & Business Associate Agreement

Each Party agrees to comply with applicable privacy provisions of GLBA and the rules promulgated thereunder and as may be amended or superseded from time to time.

7.2. Non-Disclosure of Personal Information.

Neither party shall disclose any Personal Information pertaining to, or related to, any Employee unless it shall have received the Employee's consent to the release of such information, or as required or permitted by law.

7.3. Business Associate Agreement.

With respect to HIPAA and any service where PHI is used or transmitted, the parties will execute a Business Associate Agreement ("BAA"), contemporaneously with the execution of this Agreement, with said BAA being incorporated herein by reference. Furthermore, Parties warrant that:

a. The Plan shall be a Party to the BAA; and

b. The Employer, through the authority of the undersigned, can bind the Plan as a Party to the BAA.

7.4. Breach of Personal Information.

In the event any Party becomes aware of a breach of Personal Information, written notice shall be sent to the other Party within thirty (30) days of discovering such breach (even if at the time the notifying Party does not have all the details concerning the breach). The notice shall contain the information required by any Applicable Law and any other additional and relevant information

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reasonably requested by the other Party. Breach of PHI is governed by the BAA entered into between the Parties.

7.5. Return of Personal Information.

When Personal Information is no longer required in connection with performance of services or any other obligation under this Agreement, or upon termination of the Agreement, the applicable Party shall destroy or return all Personal Information as promptly as reasonably possible, and shall retain no copies thereof, except that any Party may retain such records, including Personal Information, as required by Applicable Law or by the Party's own record retention policies or standards.

Article 8. Proprietary Rights

8.1. Marsh Property.

8.1.1. Employer agrees that, as between Employer and Marsh, Marsh and its Affiliates and/or their respective licensors own exclusively, and throughout the world, all right, title, and interest in and to all new technology, tools, deliverables, interfaces, content, and applications used, provided, or developed by Marsh, in all cases including, without limitation, data, source codes, object codes, HTML or XML code, operating instructions, interfaces, and documentation, program images and text viewable on the internet developed for or relating thereto, together with all modifications, revisions, changes, copies, partial copies, translations, compilations, partial copies with modifications, and derivative works thereto (collectively, the "Marsh Property").

8.1.2. All Marsh Property shall constitute the Confidential Information of Marsh.

8.2. Works Made for Hire.

All Marsh Property is deemed to be "works made for hire" and made in the course of services rendered and will belong exclusively to Marsh, with Marsh having the right to obtain, and to hold in its name, patents, copyright registrations, or trademark or service mark registrations, or such other protections as may be appropriate to the subject matter, and any extensions and renewals thereof. To the extent that exclusive title and/or ownership rights may not originally vest in Marsh as contemplated hereunder (e.g., may not be deemed works made for hire) in any Marsh Property, Employer hereby agrees to promptly and irrevocably assign, transfer, and convey to Marsh all right, title, and interest therein. Employer and its personnel shall give Marsh, and/or any Marsh's designee, all reasonable assistance and execute all documents necessary to assist and/or enable Marsh to perfect, preserve, register, and/or record its rights in such Marsh Property.

8.3. Irreparable Injury.

Employer acknowledges that the breach or threatened breach of any or all of this Article 8 or the wrongful use of Marsh Property, may cause Marsh irreparable injury for which monetary damages may not make Marsh whole. Accordingly, in addition to all other available remedies, the Employer agrees that Marsh shall be entitled to seek equitable or injunctive relief in the event of an actual, threatened, or attempted breach by Employer of any such provision.

Article 9. Miscellaneous

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9.1. Maintenance of Records.

Marsh will maintain all relevant records related to the services provided hereunder in accordance with reasonable standards of record keeping and Applicable Law.

9.2. Electronic Transmission of Data.

In the course of administering the Plan, various communications and transmissions of data between the Employer and Marsh may occur by electronic means. The Employer authorizes and instructs Marsh to act on such communications and transmissions, without further inquiry into their source or validity. Marsh will use commercially reasonable efforts to maintain and operate the systems carrying such communications. Neither party will be responsible for interruptions in such communications caused by circumstances outside of its reasonable control.

9.3. Audit Rights.

The accounts and records of each Party pertaining to the services covered by this Agreement shall be subject to audit and inspection by the other Party or its authorized representative at all reasonable times, upon thirty (30) days' advance written notice, including any time within ninety (90) days after termination or expiration of this Agreement. Such audit shall be at the sole expense of the Employer. Such audit shall not, however, without the agreement of both Parties, exceed one (1) per calendar year unless otherwise required by Applicable Law.

9.4. Assignment.

This Agreement will be binding on the Parties and their successors and permitted assigns. Neither Party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the other Party's written consent, except that Marsh may assign this Agreement without the Employer's consent (a) upon thirty (30) days' prior written notice to Employer, or (b) in the event of an insolvency of any parent company (or companies) of Marsh or any merger or acquisition resulting in a successor-in-interest to Marsh or its Affiliates, without notice to Employer. A permitted assignment shall not release the assigning Party from its obligations under this Agreement arising prior to the date of assignment. Any attempted assignment or delegation of any rights, duties, or obligations in violation of this section will be invalid and without effect.

9.5. Force Majeure.

To the extent permitted by Applicable Law, if any Party should fail in whole or in part to fulfill its obligations under this Agreement as a consequence of acts of God, fire, explosion, strikes, floods, earthquakes, embargoes, war, acts of terrorism or riot, such failure to perform shall not be considered a breach of this Agreement during the period of such disability and for a reasonable time thereafter, except that Employer is at all times responsible for its payment obligations to Marsh hereunder. In the event of any force majeure occurrence, the disabled Party shall use its best efforts to meet its obligations as set forth in this Agreement. The disabled Party shall promptly and in writing advise the other Party if it is unable to perform due to a force majeure event, of the expected duration of such inability to perform, and of any developments (or changes therein) that appear likely to affect the ability of that Party to perform any of its obligations hereunder in whole or in part.

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9.6. Third-Party Beneficiaries.

The Parties to this Agreement do not intend to make any other party a "third-party beneficiary" of this Agreement. Only the Parties to this Agreement have rights to enforce this Agreement or to prevent it from being modified or terminated.

9.7. Notices.

Any notice, request, agreement, consent, demand, or other communication required or permitted to be given by this Agreement must be in writing and must be: (a) personally delivered (which shall be deemed to have been received on the day it is personally delivered), (b) sent by e-mail, or other direct written electronic means with confirmed receipt (for which notice shall be deemed to have been received on the date on which it was confirmed received by the recipient thereof), or (c) sent by registered or certified mail, or via a commercially recognized overnight courier service (for which notice shall be deemed to have been received on the third (3rd) Business Day following the date on which it is mailed or on the first (1st) Business Day following dispatch to an overnight courier) to the Parties at the addresses set forth on the last page of this Agreement.

9.8. Severability.

If any term or provision of this Agreement is held invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be impaired or affected, and each other term and provision will continue in full force and effect and will be valid and enforceable to the fullest extent permitted by Applicable Law.

9.9. Survival.

The following Sections of the Agreement shall survive termination or expiration of any term as well as any provisions that by their nature are intended to survive beyond termination: Article 4, Section 5.3, Article 6, Article 7, Article 8, and Article 9, except for Sections 9.3, 9.4, 9.10.

9.10. Amendment and Waiver.

No amendment or modification to this Agreement will be effective unless in writing and signed by duly authorized representatives of both Parties. No term or provision of this Agreement will be deemed waived and no breach excused unless the waiver is in writing and signed by an authorized representative of the Party claimed to have waived the condition or excused the breach. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provision of this Agreement.

9.11. Dispute Resolution.

The Parties will cooperate at all times in good faith. In the event of any dispute which cannot be readily resolved within thirty (30) days, Employer will escalate the matter to its senior management and Marsh to its senior management, who will meet in person or by telephone within fifteen (15) Business Days of receipt of notice of the dispute, to attempt to resolve the open issues. Except where clearly prevented by the area in dispute, both Parties shall continue performing their obligations under this Agreement while the dispute is being resolved and until either the dispute is resolved or this Agreement is terminated as provided herein. Neither Party shall initiate litigation related to a dispute unless and until the Parties have complied with, or waived, this dispute

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resolution procedure.

9.12. Entire Agreement.

This Agreement (including any Appendices, any schedules, any exhibits, and any BAA, hereto) constitutes the entire agreement between the Parties pertaining to the subject matter contained in this Agreement and supersedes all prior and contemporaneous agreements and understandings of the Parties with respect to the matters addressed in this Agreement. Any terms and conditions varying from this Agreement on any order, invoice, or other notification from either Party, are not binding on the other unless specifically accepted in writing by the other. All rights, remedies and warranties set forth in this Agreement are cumulative of, and in addition to, any other rights, remedies and warranties set forth in this Agreement, or at law, in equity, or otherwise. Each Party to this Agreement has reviewed and had an opportunity to revise this Agreement. The Parties agree that the normal rule of construction, to the effect that any ambiguities are to be resolved against the drafting Party, will not be employed in the interpretation of this Agreement.

9.13. Governing Law.

9.13.1. This Agreement, and all claims or controversies arising hereunder, will be governed by and construed in accordance with the substantive laws of the State of Florida, excluding that State's choice-of-law principles.

9.13.2. The Parties consent to venue in the State of Florida and to the non-exclusive jurisdiction of the United States District Court for the Middle District of Florida, for all litigation which may be brought regarding the terms of, and the transactions and relationships contemplated by, this Agreement.

9.14. Counterparts.

This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will constitute the same Agreement. Any copy of this Agreement made by reliable means (e.g., photocopy or facsimile) is considered an original. This Agreement (including any Appendices, any schedules, any exhibits, and any BAA, hereto) which by its terms requires signature by each of the Parties thereto, may be signed by a Party by applying a digital signature of an authorized representative of the Party, and in such case, the digital signature will have the same force and effect as if such authorized representative had applied his or her ink signature to the Agreement or any such attachment. A Party objecting to the use of a digital signature as a means of execution may, at the time of execution, request that the Parties sign by ink signature. Failure to object at the time of execution constitutes the Party's agreement to the use of digital signatures.

9.15. Inconsistency in Language.

If there is any inconsistency between language in this Agreement and language in any Appendix, or schedule, the language in the Appendix or schedule will control.

9.16. Expiration.

If the Employer does not execute the Agreement within forty-five (45) days of receipt of the Agreement, this Agreement and the relevant Appendices are void unless the parties agree otherwise.

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Article 10. Execution/Signatures

By signing below, each Party hereby agrees to the terms and conditions of this Agreement.

City of Ocala	Marsh & McLennan Agency, LLC
Signed by: By: Janice Mitchell 55198B43858A4E1... Date: 7/15/2026	Signed by: By: Myiah Gauntlett 1B32F518468F4EA... Date: February 17, 2026
Name: Janice Mitchell	Name: Myiah L. Gauntlett, ASA, MAAA, EA
Title: Chief Financial Officer	Title: Vice President / Consulting Actuary
Address for notices: 110 SE Watula Avenue Ocala, FL, 34471 notices@ocalafl.gov	Address for notices: 3318 West Friendly Avenue, Suite 400 Greensboro, NC 27410
With a copy to:	With a copy to:
Approved as to form and legality: Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... William E. Sexton, Esq. City Attorney cityattorney@ocalafl.gov	

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APPENDIX B-2 (GOVERNMENTAL PLANS WITH OTHER POST-RETIREMENT BENEFITS OTHER THAN PENSIONS) TO THE ASA

This Appendix B-2 to the Administrative, Actuarial, Consulting, and Retirement Services Agreement ("ASA") is entered into by and between City of Ocala (the "Employer") and Marsh & McLennan Agency, LLC ("Marsh"), (collectively, the "Parties"). All defined terms in the ASA are applicable to this Appendix B-2.

Article 1. Scope of Engagement

The following plan is subject to this Appendix B-2 (the "Plan"):

Plan Name: **City of Ocala OPEB Plan**

Marsh agrees to provide the services listed below for the identified Plan and Employer, at the fee estimates shown. Successful operation of a retirement or post-employment benefit program involves many areas of expertise, including trust services, financial planning, investment advice, tax advice, legal services, and more. The Employer in its role as fiduciary, Plan Sponsor, and Plan Administrator, should engage professionals in the various areas of expertise to supply services to the Plan or to the Employer on behalf of the Plan. All information in this Appendix is proprietary and confidential.

Article 2. Engagement of Services Commencement

The engagement for services listed below begins with respect to the 2026 fiscal year-end. Pending further discussion with the Employer to confirm, the next GASB accounting valuation will be performed for the 2026 fiscal year-end. A simplified "roll-forward" will be used in the intervening years where we are not collecting updated census data.

Article 3. Services Provided

Services provided by Marsh are limited to various actuarial and administrative services, and with respect to this appendix specifically, to those items listed below:

Service	**Description**	**Estimated Fee**
Annual GASB 75 Accounting Valuation and Disclosure	Annual expense and year-end disclosure items for fiscal year end related to the cited valuation(s).	Roll forward 2026: $4,800 New data 2027: $8,000 Roll forward 2028: $4,900 New data 2029: $8,100 Roll forward 2030: $5,000 New data 2031: $8,200
Total	above fees are guaranteed until 2031, with a 2% per annum increase after 2031, if renewed	**2026 to 2031 $39,000**

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Service	Description	Estimated Fee
Additional Needs and Other Consulting	Fees vary based on need; includes review and change of assumptions, responding to auditor requests, projections and other studies.	hourly rates

Schedule B-2, attached hereto, lists additional Out-of-Scope services that the Employer and Marsh have agreed to.

Article 4. Fees

The Employer and Marsh agree to the following regarding fees in relation to this engagement.

4.1. Fees Are Estimates.

Unless otherwise indicated, the fee amounts shown above are estimates, based on hourly billing rates and anticipated time required to complete various tasks, relying on our professional experience with similar plans in similar situations. Therefore, actual amounts billed can vary from the estimates, and may be higher or lower than the estimates shown. In addition, items not included in the scope of regular valuation services above will be billed on an hourly basis in addition to the services listed. These items may include, but are not limited to:

a. Revisions to work products caused by errors or omissions in information submitted to Marsh.

Data or assets having errors, omissions, or formatting problems beyond reasonable tolerances, which require additional screening, research, clean-up, or reconciliation, either with respect to on-going work or to initial set-up.

Plan provisions that are not uniform, or that are not clearly defined or documented, that require additional consulting or information retrieval.

Apportioning results among employees, divisions, or departments

Additional time related to changes in assumptions, methods, Plan provisions, or applicable regulations.

Additional time related to situations, events, or information unknown to Marsh at the time of estimating fees, either with respect to ongoing work or to initial set-up.

4.2. Fees Must be Paid.

Invoices are issues as work progresses, customarily on a monthly basis, with payment due upon receipt. Any payment past due by more than thirty (30) days may have interest added at the rate of 1.5% per month. Amounts past due by more than ninety (90) days may result in interruption of service. Upon termination of services or engagement of additional service providers, any past due

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amounts must be resolved in order to provide information to, or consulting with or in relation to, new or additional providers.

4.3. Fee Structure.

Unless otherwise indicated to the contrary, all services listed in this Appendix are billed based on time and expense incurred, at the hourly rates below.

Level	**Hourly Billing Rate Range**
Senior Consultant/Actuary	$425-$675
Consultant/Actuary	$325-$475
Actuarial Manager/Senior Analyst	$200-$350
Analyst	$125-$225
Administrative	$100-$150

4.4. Out-of-Scope Services.

Marsh is a full-service actuarial consultant and administrative service provider. We offer a full range of services in addition to those for which the Employer has contracted above. These services are available at hourly rates, and we can provide fee estimates in advance for approval before beginning any out-of-scope services. Unless expressly provided under the terms of this Appendix, fees herein do not include any fees for work performed in out-of-scope services. In all cases, we work with clients to identify cost-effective alternatives, and to have the work completed at the lowest feasible billing rate. Typical out-of-scope services include:

a. Quantifying accounting expense, and other items, needed to evaluate changes to Plan provisions.

Implementation services for new or take-over plans. Consulting and advisement related to mergers, acquisitions, and divestitures.

Single-year or multi-year projections of accounting expense, disclosure information, and other measures for strategic planning and budgeting purposes.

Support to the Plan sponsor on defining Plan provisions, and designing, implementing, documenting, and communicating new provisions.

Employee group or individual meetings, and other communications, as requested.

Services related to Plan terminations or curtailments, including feasibility studies, required accounting, preparation of participant notifications and communications, and coordination with legal counsel and other service providers.

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Schedule B-2: Other Out-Of-Scope Services:

The Employer and Marsh agree to the following regarding out-of-scope services at the hourly rates set forth above.

None as of the Effective Date

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APPENDIX B-6 (ADDITIONAL TERMS) TO THE ASA

This Appendix B-6 relates to the Administrative, Actuarial, Consulting, and Retirement Services Agreement (the "ASA") entered into by and between City of Ocala (the "Employer") and Marsh & McLennan Agency, LLC ("Marsh "), (collectively, the "Parties"). All defined terms in the ASA are applicable to this Appendix B-6.

Recitals

WHEREAS, the Employer has entered into a contract with Marsh to perform actuarial and consulting services for retirement and related plans as identified via reference to one or more Appendices listed in Section 2 of the Recitals of the ASA ("ASA Recitals Section 2"); and

WHEREAS, ASA Recitals Section 2 specifies which Articles of this Appendix are incorporated into the various Appendices identified in ASA Recitals Section 2;

NOW, THEREFORE, the Parties hereto agree to incorporate the following Articles of this Appendix B-6 into the Appendices identified in ASA Recitals Section 2, to the extent the Articles are so identified.

Article 1. Fees and Revenue Sharing

Any fees paid other than explicitly paid by Employer or the Plan trust, if applicable, will be disclosed in advance and in writing subject to acceptance and acknowledgment by the Employer or the Plan trust.

Article 2. Actuarial Communications and Other Work Products

With respect to all actuarial communications and other work product provided by Marsh, the Employer as well as the Employer's service providers, including but not limited to auditors and brokers, shall not add, delete, or modify their form or content in any manner whatsoever. The Plan Administrator, Plan Sponsor, or the Employer, as the case may be, will be responsible for the appropriate use of the information provided by Marsh for financial planning and reporting purposes, compliance with applicable laws and regulations, and any other appropriate use. The Plan Administrator, Plan Sponsor, or Employer, as the case may be, shall limit the use of all actuarial communications and work product to the purpose for which it was intended. The Plan Administrator, Plan Sponsor, or Employer, as the case may be, shall not disclose any actuarial communications or work product to any other individual, parties, or entities, without the express prior, written consent of Marsh. Notwithstanding the above, in the course of customary Plan operations and in accordance with common practice, actuarial communications and other work product may be provided to service providers, such as the Plan's or the Employer's auditor, financial advisor, legal or other representatives, as required to discharge their normal and customary duties with respect to the Plan, without the express prior, written consent from Marsh.

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Article 3. Required Data

The Employer will provide Marsh, on a timely basis, with accurate and complete data in a format acceptable to Marsh, including a certification that the data is accurate and complete. Marsh is not responsible for any losses and/or expenses that arise due to the submission of incorrect or incomplete data, or data transmitted to Marsh in a format that is unacceptable. In no event shall Marsh have a duty to validate the accuracy of data submitted. However, Marsh will review data for reasonableness to the extent required by standards of actuarial professionalism, but ultimately the responsibility for the accuracy and completeness of the data rests with the Employer.

Article 4. ERISA and the Internal Revenue Code

Employer acknowledges its status as Plan Administrator of the Plan, as defined by ERISA. Employer is responsible for operating the Plan in accordance with the qualification requirements of section 401(a) of the Internal Revenue Code and in accordance with ERISA, except as specifically agreed with regard to the out-of-scope services contracted for in the applicable Appendix. These responsibilities include, but are not limited to, preparation of Plan documents, distribution of SPDs and summary annual reports, all nondiscrimination testing, preparation of Form 5500, filing of annual reports, and responding to inquiries from government agencies and the preparation of any required notices. Any Plan administrative function not specifically assigned in this Agreement remains the responsibility of the Employer.

Article 5. Enforcement of Benefit Provisions

The Pension Protection Act has implemented rules and restrictions related to other non-qualified, deferred compensation or supplemental Employer-owned life insurance plans. Some of these provisions are contingent upon the administration of any qualified defined benefit plan sponsored by the Employer while other provisions are part of the Employer's broader employee benefits strategy. Recognition and enforcement of these rules and restrictions is the sole responsibility of the Plan Sponsor.

Article 6. Termination of the Plan

If the Employer terminates the Plan, Marsh may require the Employer to obtain an advance IRS Determination Letter on Termination of the Plan at the Employer's expense.

Certificate Of Completion

Envelope Id: 9E32BA5D-A05E-8479-8001-DF34B2EDCFB2
Status: Completed
Subject: Complete with Docusign: FWD: SIGNATURE: GASB 75 Actuarial Services Agreement (FIN/260587).pdf
Source Envelope: CB688A6D-3AF5-8A99-8279-720CFE57F324
Document Pages: 23
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

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Signer Events	Signature	Timestamp
Myiah Gauntlett myiah.gauntlett@marshmma.com Security Level: Email, Account Authentication (None)	Signed by: Myiah Gauntlett 1B32F518468F4EA...	Sent: 7/16/2026 7:54:49 AM Viewed: 7/20/2026 9:22:50 AM Signed: 7/20/2026 9:23:18 AM

Signature Adoption: Pre-selected Style
Using IP Address: 136.226.106.245

Electronic Record and Signature Disclosure:
Accepted: 7/20/2026 9:22:50 AM
ID: 3b18f419-8b21-4ffc-855e-b9df1915cb14

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

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Marcella Hughes mhughes@ocalafl.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/16/2026 7:55:24 AM

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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/16/2026 7:54:49 AM
Envelope Updated	Security Checked	7/16/2026 7:55:23 AM
Certified Delivered	Security Checked	7/20/2026 9:22:50 AM
Signing Complete	Security Checked	7/20/2026 9:23:18 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	7/20/2026 9:23:18 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

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CONTRACT # ELE/260929

APPLICATION FOR INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS

TIER 1 - Ten (10) kW or Less
TIER 2 - Greater than 10 kW and Less Than or Equal to 100 kW
TIER 3 - Greater than 100 kW and Less Than or Equal to Two (2) MW

Note: These customer-owned renewable generation system size limits may be subject to a cumulative enrollment limit on net-metering customers located in the area served by the City of Ocala Electric Utility. Please refer to the Ocala Electric Utility Net-Metering Rate Schedule.

Ocala Electric Utility customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with the Ocala Electric Utility system are required to complete this application. When the completed application and fees are returned to Ocala Electric Utility, the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained at Ocala Electric Utility, located at 201 SE 3rd Street, Ocala, Florida 34471, or may be requested by email from OEU@ocalafl.org.

1. Customer Information

Name: Susan A. Murphy

Mailing Address: 5640 NW 37th Lane Rd.

City: Ocala State: Fl. Zip Code: 34482

Phone Number: 585-813-6323 Alternate Phone Number: _____

Email Address: Samkpm4321@gmail.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 560477-270043

2. RGS Facility Information

Facility Location: 5640 NW 37th Lane Rd. Ocala, Fl. 34482

Ocala Electric Utility Customer Account Number: 560477-270043

RGS Manufacturer: Hanwha QCELL GmbH

Manufacturer's Address: Sonnenallee 17-21
Batterfield-Wolfen, Germany

Reference or Model Number: Q.PEAK DUO-5G (21 Modules 315W) 6.615kWdc/5.62kWac

Serial Number: Enphase IQ Microinverters

(Continued on Sheet No.19.1)

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3. Facility Rating Information

Gross Power Rating: 5.62kWac ("Gross power rating" means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with Ocala Electric Utility's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.)

Fuel or Energy Source: Solar PV

Anticipated In- Service Date: 10/9/2019

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is $375 for Tier 2 and $750 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of the estimated costs of the study (to be determined at time of application) must be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The customer will be responsible for the actual costs of the study. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer. Customer agrees to comply with all interconnection requirements identified in the interconnection study report.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the Ocala Electric Utility by the customer.

A. Documentation demonstrating that the installation complies with (or most current version at time of inspection approval):

1. IEEE 1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

(Continued on Sheet No. 19.2)

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B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Ocala Electric Utility system to ensure compliance with applicable local codes. OEU will also require proof of commission testing by a qualified 3rd party testing company (not affiliated in any way with the manufacturer, vendor or installation contractor), for compliance with all required and applicable codes, standards, and interconnection study requirements, prior to setting of OEU metering equipment.

C. Proof of insurance in the amount of:
Tier 1 - $100,000.00
Tier 2 - $1,000,000.00
Tier 3 - $2,000,000.00

Customer

By: Susan A. Murphy Date: 7/13/26
(Print Name)

(Signature)

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Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 13th day of July, 20 26, by and between the Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida (hereinafter "FMPA"), the City of Ocala doing business as Ocala Electric Utility, a body politic (hereinafter "OEU"), and Susan A. Murphy, a retail electric customer of OEU (hereinafter "Customer").

Section 1. Recitals

1.01. OEU and Customer have executed OEU's Standard Interconnection Agreement for a Customer-Owned Renewable Generation System (RGS) pursuant to which OEU has agreed to permit interconnection of Customer's renewable generation to OEU's electric system at Customer's presently-metered location, and Customer has agreed to deliver excess electric energy generated by Customer's Renewable Generation System to OEU's electric distribution system;

1.02. The City of Ocala and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the "ARP Contract") pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU's ability to directly purchase excess energy from customer-owned renewable generation.

1.03. In order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU's electric customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU's electric customers interconnected to OEU's electric system.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties covenant and agree as follows:

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with the OEU electric distribution system until Customer has executed OEU's electric Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions

OEU requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. OEU shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation as it relates to the effect of the RGS on OEU's electric distribution system.

(Continued on Sheet No. 20.1)

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Section 3. Metering

3.01 In accordance with the OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation, OEU shall install metering equipment at the point of delivery capable of recording two separate kWh meter readings: (1) the flow of electricity from OEU to the Customer (Delivered), and (2) the flow of excess electricity from the Customer to OEU. OEU shall take meter readings on the same cycle as the otherwise applicable rate schedule.

Section 4. Purchase of Excess Customer-Owned Renewable Generation

4.01. Customer-owned renewable generation shall be first used for Customer's own load and shall offset Customer's demand for OEU's electricity. All electric power and energy delivered by OEU to Customer shall be received and paid for by Customer to OEU (Received) pursuant to the terms, conditions and rates of the OEU otherwise applicable rate schedule.

4.02. Excess customer-owned renewable generation shall be delivered to the OEU Electric distribution system. For purposes of this Agreement, the term "excess customer-owned renewable generation" means any kWh of electrical energy produced by the customer-owned renewable generation system that is not consumed by Customer and is delivered to the OEU electric distribution system. FMPA agrees to purchase and receive, and Customer agrees to sell and deliver, all excess customer-owned renewable generation at the energy rate established by FMPA, which shall be calculated in accordance with Schedule A. Excess customer-owned renewable generation shall be purchased in the form of a credit on Customer's monthly energy consumption bill from OEU.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. At the end of each calendar year, any unused excess energy credits shall be paid by OEU to the Customer in accordance with the OEU Electric Net-Metering Service Rate Schedule.

(Continued on Sheet No. 20.2)

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4.04. FMPA and OEU shall not be required to purchase or receive excess customer-owned renewable generation, and may require Customer to interrupt or reduce production of customer-owned renewable generation, (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any OEU equipment or part of OEU's system; or (b) if either FMPA or OEU determine, in their sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with any applicable electric code or standard.

4.05. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the Net-Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU electric system.

Section 5. Renewable Energy Credits

5.01. Customer shall offer FMPA a first right of refusal before selling or granting to any third party the right to the Green Attributes associated with its customer-owned renewable generation that is interconnected to OEU electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the customer-owned-renewable generation and its displacement of conventional energy generation.

5.02. Any additional meter(s) installed to measure total renewable electricity generated by the Customer for the purposes of measuring Green Attributes, including and renewable energy certificates (or similarly titled credits for renewable energy generated), shall be installed at the expense of the Customer, unless determined otherwise during negotiations for the sale of the Customer's credits to FMPA.

Section 6. Term and Termination

6.01. This Agreement shall become effective upon execution by all Parties, and shall remain in effect thereafter on a month-to-month basis until terminated by any Party upon thirty (30) days written notice to all other Parties.

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by OEU or (b) failure by Customer to comply with any of the terms and conditions of this Agreement or OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation.

(Continued on Sheet No. 20.3)

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Section 7. Miscellaneous Provisions

7.01. Assignment. It is understood and agreed that no party may transfer, sell, mortgage, pledge, hypothecate, convey, designate, or otherwise assign this Agreement, or any interest herein or any rights or obligations hereunder, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other parties (and any such attempt shall be void), which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.02 Amendment. It is understood and agreed that FMPA and OEU reserve the right, on no less than an annual basis, to change any of the terms and conditions, including pricing, in this Agreement on sixty (60) days advance written notice. FMPA and OEU may make such changes on an immediate basis in the event any applicable law, rule, regulation or court order requires them. In such event, FMPA and OEU will give Customer as much notice as reasonably possible under the circumstances.

7.03. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, Customer shall defend, indemnify, and hold harmless FMPA and OEU, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the Customer to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.04. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims, or disputes arising out of or related to this Agreement or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the County or Circuit Court for Marion County, Florida, or the United States District Court sitting in Marion County, Florida, as appropriate.

(Continued on Sheet No. 20.4)

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7.05. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, and/or appellate proceedings.

7.06. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.07. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, OEU, and Customer and no right nor shall any cause of action accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than FMPA, OEU, or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon FMPA, OEU, and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by either FMPA or OEU of the sovereign immunity applicable to either or both of them as established by Florida Statutes, 768.28.

(Continued on Sheet No. 20.5)

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IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility

Signed by:
By: Janice Mitchell
55198B43858A4E1...

Title: CFO

Date: 7/15/2026

Florida Municipal Power Agency

DocuSigned by:
By: 087F58EBB34B474...

Title: Chief Sys Ops & Tech Officer

Date: 7/15/2026

Customer

By: Susan A. Murphy Date: 7/13/26
(Print Name)

(Signature)

Customer's City of Ocala Electric Utility Account Number: 560477-270043

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
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William E. Sexton, Esq.
City Attorney

(Continued on Sheet No. 20.6)

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Tri-Party Net-Metering Power Purchase Agreement
Schedule A

I. All-Requirements Project Calculation of Excess Customer-Owned Renewable Generation Credit

a) FMPA shall pay OEU for the excess kWh energy delivered by customer-owned renewable generation to OEU's electric system. Every month, OEU shall determine the total kWh of customer-owned renewable generation that is delivered to OEU's electric system, and shall send the information to FMPA as soon as it becomes available, but no later than the second working day of every month. FMPA will then provide a monthly payment to OEU in the form of a credit on the ARP power bill for the excess energy delivered to the distribution grid. The ARP Renewable Generation Credit will be calculated as follows:

ARP Renewable Generation Credit = Quarterly Energy Rate * Monthly kWh of excess customer-owned renewable generation

Quarterly Energy Rate = 3 month average of ARP energy rate. FMPA will update the Quarterly Energy Rate every April 1, July 1, October 1 and January 1.

b) As part of the monthly bill adjustment, FMPA will also increase OEU's kWh billing amount by the same kWh amount as the customer-owned renewable generation purchased by FMPA. This adjustment is necessary because excess customer generation that flows onto OEU's electric system has been purchased by FMPA, but will remain on OEU's electric system and be used by OEU to meet its other customers' electric needs. As a result, OEU's monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to OEU.

II. Payment for Unused Excess Energy Credits

a) Monthly excess energy credits shall accumulate and be used to offset the Customer's following month energy consumption bill for a period of not more than twelve (12) months.

b) At the end of each calendar year, OEU shall pay the Customer for any unused excess energy credits in accordance with the OEU Electric Net-Metering Service Rate Schedule.

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Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 13th day of July, 20 26, by and between Susan A. Murphy, (hereinafter called "**Customer**"), located at 5640 NW 37th Lane Rd. in Ocala, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereinafter called OEU), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: 5640 NW 37th Lane Rd. Ocala, Fl. 34482.

WITNESSETH

Whereas, a Tier 1 Renewable Generation System (RGS) is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than ten (10) kilowatts (10 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, OEU operates an electric system serving the City of Ocala; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU' electrical supply grid at the location identified above; and

Whereas, the City of Ocala and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU' ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU customers interconnected to OEU's electric system; and

Whereas, the OEU desires to provide interconnection of a RGS under conditions which will insure the safety of OEU customers and employees, reliability and integrity of its distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

(Continued on Sheet No. 21.1)

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(Continued from Sheet No. 21.0)

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and the City of Ocala Electric Utility (OEU).

2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with OEU's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

3. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify OEU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Increase in GPR above the ten kilowatt (10 kW) limit would necessitate entering into a new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 1, Tier 2 or Tier 3 agreement cover increases in GPR above two megawatts (2MW).

4. The RGS GPR must not exceed 90 percent (90%) of the Customer's OEU calculated distribution service rating at the Customer's location (including shared electric facilities). If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached. OEU will not allow a RGS GPR greater than required to offset the customer's annual kWh energy consumption (based on customer's historical consumption data or by means of estimated usage of similar type of service as determined by OEU).

5. The Customer shall not be required to pay any special fees due solely to the installation of the RGS.

6. The Customer shall fully comply with OEU's Design Standards following NEC standards as those documents may be amended or revised by OUS from time to time.

7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards (or most current version at time of inspection approval):

a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources.*
d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
e. The manufacturer's installation, operation and maintenance instructions.

(Continued to Sheet No. 21.2)

Docusign Envelope ID: E4AB0DC8-764B-8FD8-8182-14732ED39470

(Continued from Sheet No. 21.1)

8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than OEU, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to OEU. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to OEU.

10. Prior to commencing parallel operation with OEU's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to OEU.

11. The Customer agrees to permit OEU, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. OEU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when OEU may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide OEU access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet OEU's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to OEU advising of the date and time at which Customer intends to place the system in service, and OEU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

(Continued on Sheet No. 21.3)

Docusign Envelope ID: E4AB0DC8-764B-8FD8-8182-14732ED39470

12. The Customer's RGS must have an appropriately sized grid-tie inverter system that includes applicable protective systems. Customer certifies that the RGS equipment includes an OEU interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU's electric power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

13. If Customer adds another RGS that (i) utilizes the same OEU interactive inverter for both systems, or (ii) utilizes a separate OEU interactive inverter for each system, Customer shall provide OEU with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the OEU system when OEU's system is deenergized. The Customer shall cease to energize the OEU system during a faulted condition on the OEU system and/or upon any notice from OEU that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the OEU system prior to automatic or non-automatic reclosing of OEU's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OEU' systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on OEU system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of OEU system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to OEU's system, such that back feed from the customer-owned renewable generation system to OEU's system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to OEU and capable of being locked in the open position with an OEU padlock. When locked and tagged in the open position by OEU, this switch will be under the control of OEU.

(Continued on Sheet No. 21.4)

Docusign Envelope ID: E4AB0DC8-764B-8FD8-8182-14732ED39470

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by OEU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to OEU at least thirty (30) calendar days prior to beginning parallel operations with OEU's electric system, subject to the requirements of Section 18, below, and within one (1) year after OEU executes this Agreement.

18. Once OEU has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to an OEU representative, OEU will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. OEU requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars ($100,000.00).

20. OEU will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by OEU to Customer, and measure the energy delivered by Customer to OEU. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to OEU.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide OEU with a copy of the local building code official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

(Continued on Sheet No. 21.5)

Docusign Envelope ID: E4AB0DC8-764B-8FD8-8182-14732ED39470

23. In no event shall any statement, representation, or lack thereof, either express or implied, by OEU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any OEU inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. OEU's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, OEU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. OEU shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from OEU' electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

a. OEU system emergencies, forced outages, uncontrollable forces or compliance with prudent electric OEU practice.
b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any OEU equipment, any part of OEU's electrical distribution system or Customer's generating system.
c. Hazardous conditions existing on OEU's system due to the operation of the Customer's generation or protective equipment as determined by OEU.
d. Adverse electrical affects (such as power quality problems) on the electrical equipment of OEU's other electric consumers caused by the Customer's generation as determined by OEU.
e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of OEU.
f. When the Customer fails to make any payments due to OEU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, OEU shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from OEU's electric supply system, notify OEU that the isolation is complete, and coordinate with OEU for return of OEU's lock.

(Continued to Sheet No. 21.6)

Docusign Envelope ID: E4AB0DC8-764B-8FD8-8182-14732ED39470

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless OEU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of OEU.
b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEU's electrical distribution system, irrespective of any fault on the part of OEU.
c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without OEU's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to OEU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between OEU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days' notice of its intent to terminate this Agreement.

(Continued on Sheet No. 21.7)

Docusign Envelope ID: E4AB0DC8-764B-8FD8-8182-14732ED39470

(Continued from Sheet No. 21.6)

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and OEU's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to OEU's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and OEU agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Marion County, Florida, and OEU and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of OEU's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by OEU, including OEU's Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. OEU and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, OEU and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement, which complies with the amended statutes/rules.

(Continued on Sheet No. 21.8)

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32. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the OEU's Net-Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU system.

33. This Agreement is solely for the benefit of OEU and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than OEU or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon OEU and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by OEU of the sovereign immunity applicable to OEU as established by Florida Statutes, 768.28.

(Continued on Sheet No. 21.9)

Docusign Envelope ID: E4AB0DC8-764B-8FD8-8182-14732ED39470

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility:

Signed by:
By: Janice Mitchell
55198B43858A4E1...

Title: CFO

Date: 7/15/2026

Customer:

By: Susan A. Murphy
(Print Name)

(Signature)

Date: 7/13/26

City of Ocala Electric Utility Account Number:

560477-270043

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

Docusign Envelope ID: E4AB0DC8-764B-8FD8-8182-14732ED39470

EDISON INSURANCE COMPANY

P.O. Box 21957 Lehigh Valley, PA 18002-1957

HOMEOWNERS DECLARATION

POLICY NUMBER	POLICY PERIOD From	To
EDH5771559-00	07/01/2026	07/01/2027
	12:01 A.M. Standard Time at the residence premises	

For Customer Service and Claims Call 1-866-568-8922 or visit www.edisoninsurance.com

NEW BUSINESS DECLARATION | Policy Form:HO3 | Effective:07/01/2026 | Date Issued:06/30/2026

INSURED:	AGENCY:
SUSAN MURPHY 5640 NW 37TH LANE RD OCALA, FL 34482-4864 **Phone: 585-813-6323**	SAN OF FLORIDA PO BOX 1438 ST PETERSBURG, FL 33731 Agency ID: 0043550 **Phone: 727-526-5707**

The residence premises covered by this policy is located at the address listed below.

5640 NW 37TH LANE RD, OCALA, FL 34482-4864

Coverage is provided where premium and limit of liability is shown, subject to terms and conditions of the policy.

COVERAGES	LIMIT OF LIABILITY	PREMIUM
SECTION I COVERAGE		
A. DWELLING	$ 359,300	$ 1,157.40
B. OTHER STRUCTURES	$ 7,186	Included
C. PERSONAL PROPERTY	$ 179,650	$ 52.93
D. LOSS OF USE	$ 35,930	Included
SECTION II COVERAGE		
E. PERSONAL LIABILITY	$ 300,000	$ 15.00
F. MEDICAL PAYMENTS	$ 5,000	$ 5.00
OPTIONAL COVERAGES		$ 100.00
See FORMS SCHEDULE on page 2 for details		
FEES AND ASSESSMENTS		$ 40.30
See FEES AND ASSESSMENTS on page 2 for details		
	TOTAL POLICY PREMIUM:	$ 1,370.63
Note: The portion of your premium for Hurricane Coverage is:		$ 496.98
Non-hurricane Premium:		$ 833.35

DEDUCTIBLES

All Other Perils Deductible: $2,500 **Sinkhole Deductible: N/A**

HURRICANE DEDUCTIBLE: 2% of Coverage A = $7,186

LAW AND ORDINANCE

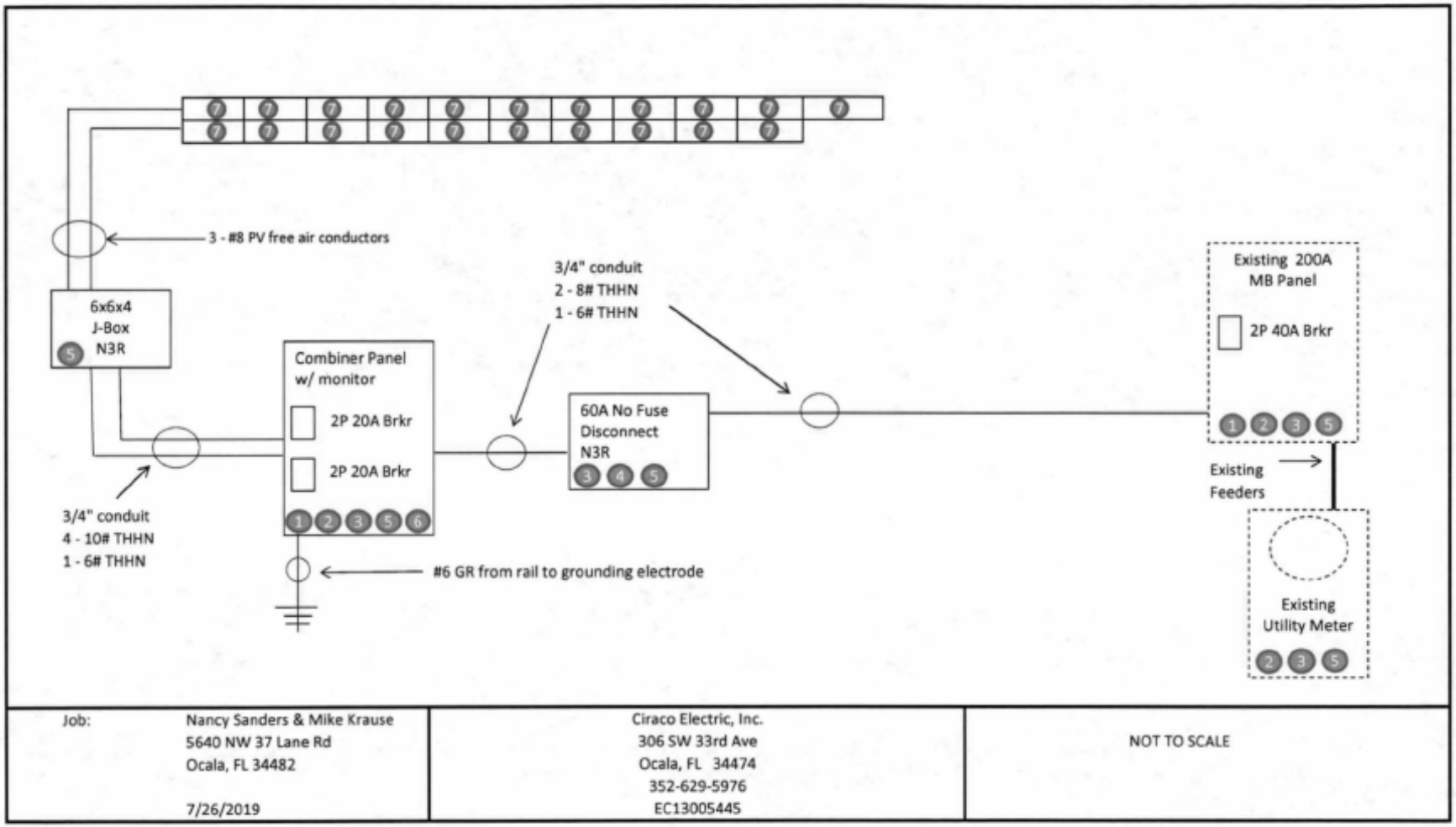
Law and Ordinance Coverage: 25%

MORTGAGEE COMPANY

NA

06/30/2026

COUNTERSIGNED BY AUTHORIZED REPRESENTATIVE | **COUNTERSIGNED DATE**



Job: Nancy Sanders & Mike Krause 5640 NW 37 Lane Rd Ocala, FL 34482 7/26/2019	Ciraco Electric, Inc. 306 SW 33rd Ave Ocala, FL 34474 352-629-5976 EC13005445	NOT TO SCALE

PLACARDS

1. WARNING - INVERTER OUTPUT CONNECTION. DO NOT RELOCATE THIS OVERCURRENT DEVICE
2. WARNING - PHOTOVOLTAIC GRID CONNECTION TO PANEL FEEDERS
3. WARNING - DO NOT TOUCH TERMINALS. TERMINALS ON BOTH THE LINE AND LOAD SIDES MAY BE ENERGIZED IN THE OPEN POSITION
4. WARNING - PHOTOVOLTAIC SYSTEM AC DISCONNECT. OPERATING CURRENT 26.25 AMPS; OPERATING VOLTAGE 240 VOLTS
5. WARNING - ELECTRIC SHOCK HAZARD. AC CONDUCTORS OF THIS PHOTOVOLTAIC SYSTEM ARE UNGROUNDED AND MAY BE ENERGIZED
6. SOLAR LIGHTS & MORE * (352) 690-9664
7. NOTE: EACH PANEL IS INSTALLED WITH A FACTORY-INTEGRATED MICROINVERTER

NOTE: All exposed Conduit to be labeled in accordance with 690.31

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Docusign Envelope ID: E4AB0DC8-764B-8FD8-8182-14732ED39470

PROJECT DESCRIPTION:

21x315 HANWHA Q.PEAK DUO-G5 (315W) MODULES
ROOF MOUNTED SOLAR PHOTOVOLTAIC MODULES

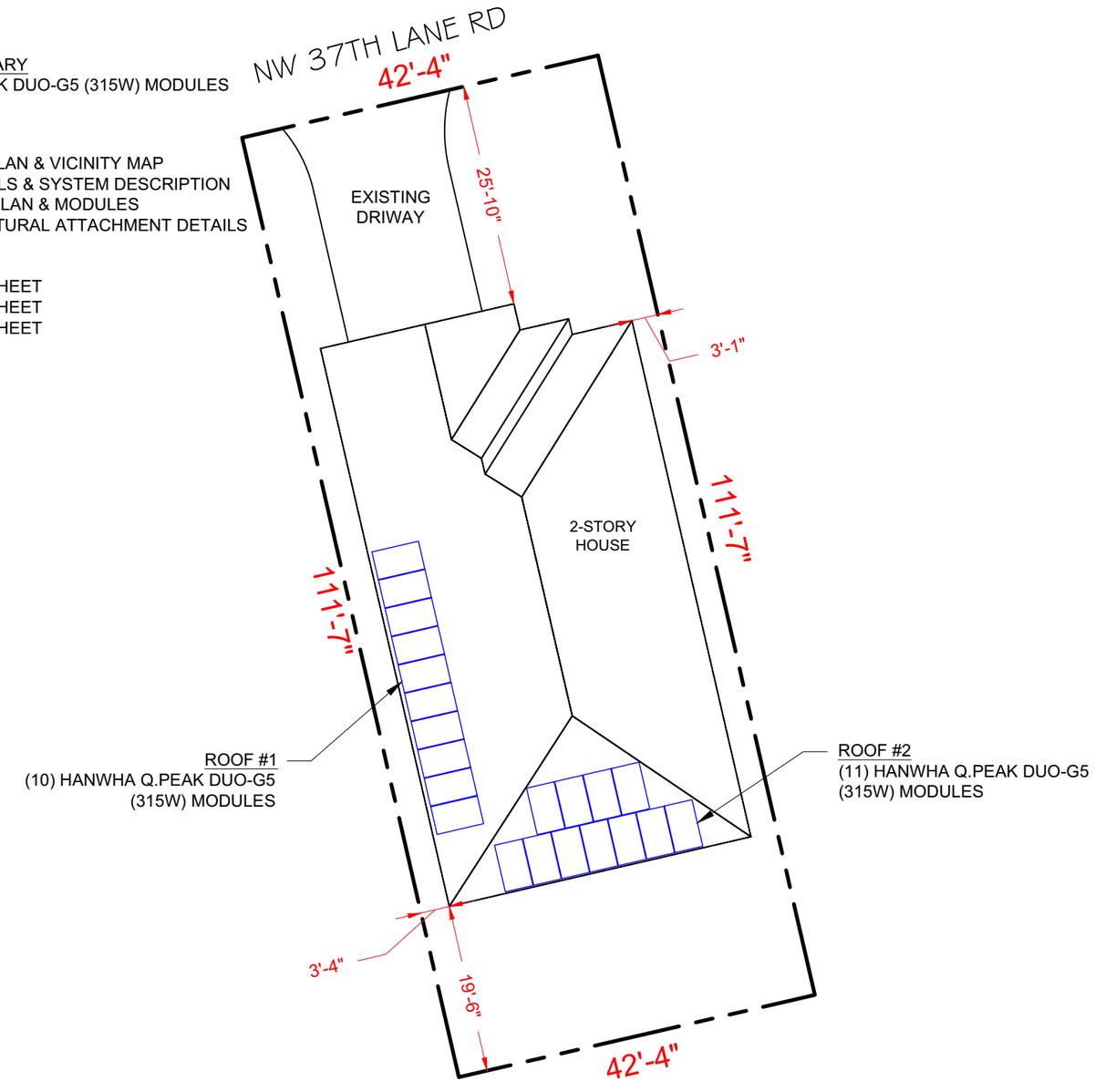
SYSTEM SIZE: 6.62 kW DC STC
ARRAY AREA #1: 181.40 SQ FT.
ARRAY AREA #2: 199.54 SQ FT.

GOVERNING CODES :
FLORIDA RESIDENTIAL CODE, 6TH EDITION 2017 (FRC)
FLORIDA PLUMBING CODE, 6TH EDITION 2017 (FPC)
FLORIDA BUILDING CODE, 6TH EDITION 2017 EDITION (FBC)
FLORIDA MECHANICAL CODE, 6TH EDITION 2017 (FMC)
NEC 2014 CODE BOOK

EQUIPMENT SUMMARY
21 HANWHA Q.PEAK DUO-G5 (315W) MODULES

SHEET INDEX

A-00	PLOT PLAN & VICINITY MAP
A-01	SYMBOLS & SYSTEM DESCRIPTION
S-01	ROOF PLAN & MODULES
S-02	STRUCTURAL ATTACHMENT DETAILS
DS-01	DATA SHEET
DS-02	DATA SHEET
DS-03	DATA SHEET



1 PLOT PLAN WITH ROOF PLAN
A-00 SCALE: 1/16" = 1'-0"

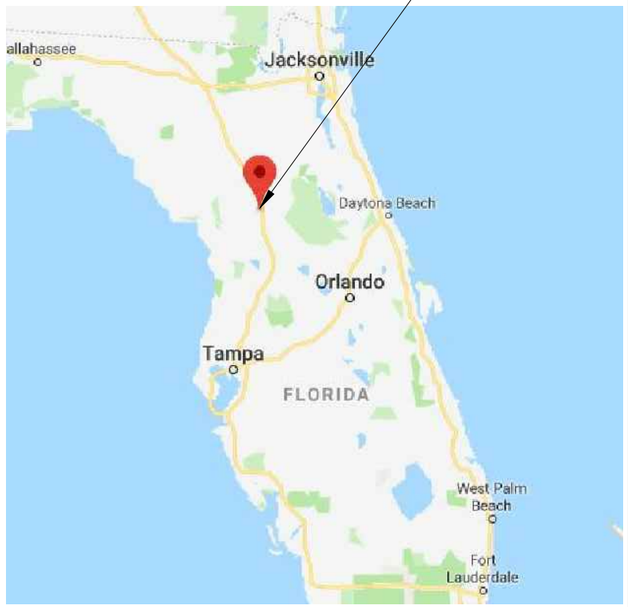
COPYRIGHTED BY CASTILLO ENGINEERING SERVICES, LLC

PROJECT SITES



2 HOUSE PHOTO
A-00 SCALE: NTS

PROJECT SITE



3 VICINITY MAP
A-00 SCALE: NTS

Castillo Engineering
DESIGNED TO PERMIT®
CASTILLO ENGINEERING SERVICES, LLC
COA # 28345
2925 W. STATE ROAD 434, SUITE 111
LONGWOOD, FL 32779
TEL: (407) 289-2575
ERMOCRATES E. CASTILLO - FL PE 52590

REVISIONS

DESCRIPTION	DATE	REV

PROJECT DEVELOPER

Signature with Seal
Ermocrates E Castillo 2019.08.01 11:32:53 -04'00'

PROJECT NAME
SANDERS RESIDENCE
5640 NW 37TH LANE RD
OCALA, FL 34482

SHEET NAME
PLOT PLAN & VICINITY MAP

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
A-00

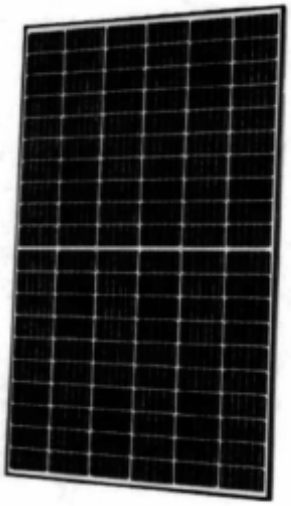
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Q.PEAK DUO-G5 315-330

Q.ANTUM SOLAR MODULE

The new Q.PEAK DUO-G5 solar module from Q CELLS impresses thanks to innovative Q.ANTUM DUO Technology, which enables particularly high performance on a small surface. Q.ANTUM's world-record-holding cell concept has now been combined with state-of-the-art circuitry half cells and a six-busbar design, thus achieving outstanding performance under real conditions — both with low-intensity solar radiation as well as on hot, clear summer days.



Q.ANTUM TECHNOLOGY: LOW LEVELISED COST OF ELECTRICITY
Higher yield per surface area, lower BOS costs, higher power classes, and an efficiency rate of up to 19.9%.

INNOVATIVE ALL-WEATHER TECHNOLOGY
Optimal yields, whatever the weather with excellent low-light and temperature behaviour.

ENDURING HIGH PERFORMANCE
Long-term yield security with Anti LID Technology, Anti PID Technology[1], Hot-Spot Protect and Traceable Quality Tra.Q™.

EXTREME WEATHER RATING
High-tech aluminium alloy frame, certified for high snow (5400 Pa) and wind loads (4000 Pa).

A RELIABLE INVESTMENT
Inclusive 12-year product warranty and 25-year linear performance warranty[2].

STATE OF THE ART MODULE TECHNOLOGY
Q.ANTUM DUO combines cutting edge cell separation and innovative wiring with Q.ANTUM Technology.

EUPD RESEARCH TOP BRAND PV MODULES EUROPE 2017

QCELLS

VDE Quality Tested
ID. 40032587

[1] APT test conditions according to IEC/TS 62804-1:2015, method B (–1500V, 168 h)
[2] See data sheet on rear for further information.

THE IDEAL SOLUTION FOR:

Rooftop arrays on residential buildings

Rooftop arrays on commercial/industrial buildings

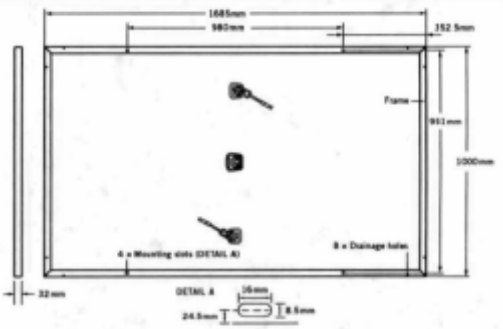
Engineered in **Germany**

QCELLS

Docusign Envelope ID: E4AB0DC8-764B-8FD8-8182-14732ED39470

MECHANICAL SPECIFICATION

Format	1685 mm × 1000 mm × 32 mm (including frame)
Weight	18.7 kg
Front Cover	3.2 mm thermally pre-stressed glass with anti-reflection technology
Back Cover	Composite film
Frame	Black anodised aluminium
Cell	6 × 20 monocrystalline Q.ANTUM solar half cells
Junction box	70-85 mm × 50-70 mm × 13-21 mm Protection class IP67, with bypass diodes
Cable	4 mm² Solar cable; (+) 1100 mm, (–) 1100 mm
Connector	Multi-Contact, MC4, IP65 and IP68

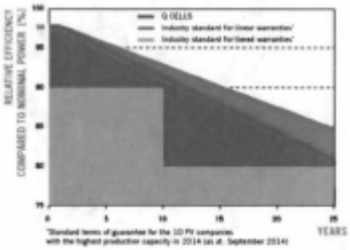


ELECTRICAL CHARACTERISTICS

POWER CLASS				315	320	325	330
MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC[1] (POWER TOLERANCE +5 W / –0 W)							
Minimum	Power at MPP[2]	P_{MPP}	[W]	315	320	325	330
	Short Circuit Current*	I_{SC}	[A]	10.04	10.09	10.14	10.20
	Open Circuit Voltage*	V_{OC}	[V]	39.87	40.13	40.40	40.66
	Current at MPP*	I_{MPP}	[A]	9.55	9.60	9.66	9.71
	Voltage at MPP*	V_{MPP}	[V]	32.98	33.32	33.65	33.98
	Efficiency[2]	η	[%]	≥18.7	≥19.0	≥19.3	≥19.6
MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NOC[3]							
Minimum	Power at MPP[2]	P_{MPP}	[W]	233.4	237.2	240.9	244.6
	Short Circuit Current*	I_{SC}	[A]	8.09	8.14	8.18	8.22
	Open Circuit Voltage*	V_{OC}	[V]	37.30	37.54	37.79	38.04
	Current at MPP*	I_{MPP}	[A]	7.51	7.56	7.60	7.64
	Voltage at MPP*	V_{MPP}	[V]	31.07	31.39	31.70	32.01

[1] 1000 W/m², 25 °C, spectrum AM 1.5 G [2] Measurement tolerances STC ±3%; NOC ±5% [3] 800 W/m², NOCT, spectrum AM 1.5 G * typical values, actual values may differ

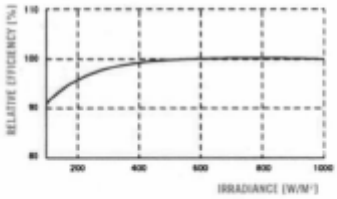
Q CELLS PERFORMANCE WARRANTY



At least 98 % of nominal power during first year. Thereafter max. 0.54 % degradation per year. At least 93.1 % of nominal power up to 10 years. At least 85 % of nominal power up to 25 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Q CELLS sales organisation of your respective country.

PERFORMANCE AT LOW IRRADIANCE



Typical module performance under low irradiance conditions in comparison to STC conditions (25 °C, 1000 W/m²).

TEMPERATURE COEFFICIENTS

Temperature Coefficient of I_{SC}	α	[%/K]	+0.04	Temperature Coefficient of V_{OC}	β	[%/K]	–0.28
Temperature Coefficient of P_{MPP}	γ	[%/K]	–0.37	Normal Operating Cell Temperature	NOCT	[°C]	45

PROPERTIES FOR SYSTEM DESIGN

Maximum System Voltage	V_{SYS}	[V]	1000	Safety Class	II
Maximum Reverse Current	I_R	[A]	20	Fire Rating	C
Push/Pull Load (Test-load in accordance with IEC 61215)		[Pa]	5400/4000	Permitted Module Temperature On Continuous Duty	-40 °C up to +85 °C

QUALIFICATIONS AND CERTIFICATES

VDE Quality Tested, IEC 61215 (Ed. 2); IEC 61730 (Ed. 1), Application class A
This data sheet complies with DIN EN 50380.

PARTNER

NOTE: Installation instructions must be followed. See the installation and operating manual or contact our technical service department for further information on approved installation and use of this product.

Hanwha Q CELLS GmbH
Sonnenallee 17-21, 06766 Bitterfeld-Wolfen, Germany | TEL +49 (0)3494 66 99-23444 | FAX +49 (0)3494 66 99-23000 | EMAIL sales@q-cells.com | WEB www.q-cells.com

Specifications subject to technical changes © Hanwha Q CELLS Q.PEAK DUO-G5_315-330_2017-07_Rev01_EN

Engineered in **Germany**

Q CELLS

Certificate Of Completion

Envelope Id: E4AB0DC8-764B-8FD8-8182-14732ED39470
Status: Completed
Subject: FOR SIGNATURES - Net Metering Agreement - Susan Murphy - ELE/260929
Source Envelope:
Document Pages: 25
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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Envelope Originator:
Amber Bartleson
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
IP Address: 216.255.240.104

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Status: Original
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William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/13/2026 4:32:51 PM Viewed: 7/13/2026 4:39:41 PM Signed: 7/13/2026 4:43:27 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@Ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 74.255.219.227	Sent: 7/13/2026 4:43:28 PM Viewed: 7/15/2026 8:12:43 AM Signed: 7/15/2026 8:13:44 AM
Electronic Record and Signature Disclosure: Accepted: 7/15/2026 8:12:43 AM ID: 203d61ac-2bf4-4274-b4fe-4f348d56b60c		
Chris Gowder chris.gowder@fmpa.com Chief Sys Ops & Tech Officer Security Level: Email, Account Authentication (None)	DocuSigned by: 087F58EBB34B474... Signature Adoption: Uploaded Signature Image Using IP Address: 2600:387:f:a0e::37 Signed using mobile	Sent: 7/15/2026 8:13:46 AM Viewed: 7/15/2026 8:14:19 AM Signed: 7/15/2026 8:14:30 AM
Electronic Record and Signature Disclosure: Accepted: 7/15/2026 8:14:19 AM ID: eba745b9-dfaa-410b-b538-948ea4128506		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/13/2026 4:32:51 PM
Certified Delivered	Security Checked	7/15/2026 8:14:19 AM
Signing Complete	Security Checked	7/15/2026 8:14:30 AM
Completed	Security Checked	7/15/2026 8:14:30 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

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CONTRACT# 220118

CITY OF OCALA
CONTINUING PROFESSIONAL SERVICES
CONTRACT WORK ORDER

TASK WORK ORDER NO: 26-05

EFFECTIVE DATE: 07/21/2026

DS PL
Contracting Officer Approval/Initials

Project Title: Design Relocation of FDOT Pond #3 (SR40)

To: ***Infrastructure Consulting and***
5550 W. Idlewild Avenue
Suite 115
Tampa FL 33634
813-330-2701
Attn: ***Mr. Doug Hambrecht, P.E.*** 850.510.5525 doug.hambrecht@ice-eng.com

FUNDING SOURCE:	FDOT: 341-050-743-542-54-31010	
	Match: 451-027-743-542-54-31010	
EXPENDITURE ACCOUNT NUMBER:	FDOT: 341-050-743-542-54-31010	Match: 451-027-743-542-54-31010

In accordance with your executed City Council Agreement, you are hereby authorized to commence the work outlined in the attached scope of work. The approved work order amount as a maximum limiting amount shall not to exceed **$ 157,711.13**.

Requested By: _____ **Date:** 6/30/2026
Department Director

Approved By: _____ **Date:** _____
Council President/City Manager

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Exhibit 'A'

OCALA INTERNATIONAL AIRPORT

Relocation of FDOT Pond 3

DESIGN PHASE SERVICES

Contract # AIR/220118

Infrastructure Consulting and Engineering
5550 W. Idlewild Avenue
Suite 115
Tampa Florida 33634
P 813.330-2701

Docusign Envelope ID: 02AA0883-2AB2-8FE2-805C-6069E57D1D7E

Exhibit "A" – SCOPE OF SERVICES
OCALA INTERNATIONAL AIRPORT
Relocation of FDOT Pond 3

SCOPE OF SERVICES
DESIGN PHASE SERVICES

INTRODUCTION

INFRASTRUCTURE CONSULTING & ENGINEERING PLCC (ICE) shall provide required professional services to design the **Relocation of FDOT Pond 3** project at the OCALA INTERNATIONAL AIRPORT and the CITY OF OCALA, FL. This work will be designed in accordance with the requirements of the Federal Aviation Administration (FAA), the Florida Department of Transportation (FDOT) and the Southwest Florida Water Management District (SWFWMD).

As part of the construction of SR 40, the FDOT constructed a stormwater pond (pond 3) on airport property that is located within a future access road construction area and is not conducive to future airport development plans. The goal of these services is to design and permit the relocation of this pond to be closer to SR 40. Also, provide legal description of easement for filing with the clerk of court and other legal agencies.

The work associated with this Scope includes the various tasks identified in herein which are necessary to provide Design Phase Services for the construction of this project.

Professional services to be provided by the consultant shall include the civil engineering services required to accomplish the following items:

TASK 1 – PRELIMINARY POND DESIGN

In the preliminary phase, the engineers with ICE will perform drainage calculations and provide a preliminary pond layout for review and approval prior to the Final Design and Permitting Phase. The following outline describes in greater detail the tasks and deliverables.

1) Obtain existing permit information for the FDOT Pond 3 from SWFWMD. This information will be reviewed to determine an approach to the pond design.
2) A topographic survey of the area (600 feet by 600 feet in size) will be conducted (by a subconsultant) where the proposed pond relocation is anticipated to be located.
3) Obtain preliminary geotechnical investigation (by a subconsultant) to consist of two (2) twenty-foot deep borings to determine the soil characteristics (permeability and porosity and depth to confining layer) at the pond site and anticipated groundwater conditions (including seasonal high groundwater levels). This information is needed to perform preliminary drainage calculations and pond sizing. Additional borings would be performed for the final design after approximate sizing has been determined. A report will be prepared documenting the results of the investigation.
4) A coordination meeting will be held with FDOT district 5 drainage engineer and another with

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SWFWMD to determine the permitting and design requirements to be met with the relocated pond design.

5) Preliminary drainage calculations will be prepared including pond routing (using ICPR/Stormwise) to determine a preliminary pond size to meet SWFWMD, FDOT and City of Ocala stormwater criteria.

6) A coordination meeting with FDOT properties or the party responsible to discuss procedure for abandoning existing easement and generating new.

7) Deliverables: a technical memorandum of the preliminary pond sizing calculations will be prepared and a plan view graphic of the proposed relocated pond. This memorandum will be submitted to the client (and FDOT) for review and approval prior to proceeding with the final design and permitting phase. We will review and respond to any client comments.

TASK 2 – FINAL DESIGN & PERMITTING

Following approval of the preliminary design phase, the engineers with ICE will provide final design of the relocated pond, well-defined construction requirements to assure competitive construction bids, and obtain necessary permits from FDOT and SWFWMD. The following outline describes in greater detail the tasks and deliverables.

1) Four (4) additional twenty-foot (20) deep geotechnical borings will be obtained within the limits of the preliminary pond design. A report will be prepared documenting the results of the investigation for a final report.

2) Based upon the results of the final geotechnical report and the review from the preliminary phase, a final pond design layout and refinement of the drainage calculations will be performed. Any changes in the pond design layout will be provided to the client for review and approval before preparing construction documents.

3) Prepare construction plans (11”x17” size) for the proposed relocated pond design to include:
   a. Cover Sheet
   b. Drainage Map
   c. Topographic Survey/Existing Conditions
   d. General Notes sheet
   e. Demolition/Clearing & Grubbing Plan
   f. Summary of Quantities (with pay items and quantities)
   g. Pond Typical Sections
   h. Pond Plan Sheet
   i. Drainage Details (outfall structure if required)
   j. Construction Details
   k. Cross-Sections (at 100 feet intervals plus grade breaks) and earthwork
   l. Erosion Control/SWPPP

4) Permitting:
   a. Surface Water Environmental Resource Permit (SWERP) Modification – It is anticipated that a permit modification will be required to relocate the existing FDOT pond. ICE will prepare the application for this permit modification, submit the application (with client’s signature of the permit application) and coordinate/respond to SWFWMD for

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questions asked (RFAI).

b. FDOT Permit – ICE will prepare a permit application as required by FDOT and provide appropriate permit forms and documentation and respond to comments/questions from FDOT.

5) Legal Description & Sketch – following completion of the permitting for this project, a legal description and sketch of the proposed relocated pond will be prepared (by survey subconsultant) for the client's use in conveying

6) Provide guidance and a construction cost based on estimated quantities.

7) Provide final design drawings, specifications, and detailed construction cost estimates.

8) Develop specifications using City specifications for construction or FDOT standards, whichever is appropriate.

9) Design all improvements in accordance with FDOT and City standards and guidelines.

10) Complete estimate of probable construction cost.

11) Solicit FDOT review.

12) Obtain a legal description from survey subconsultant for filing with the clerk of court.

13) Provide contract documents, technical specifications, and bid quantities.

14) Assist airport with interpretation of project requirements.

Submittals will be made at:

a. Preliminary
b. Final Documents

SCOPE PROVISIONS

Due to the limited and precise nature of this project, the following services are assumed to not be anticipated as needed for the design phase services scope of work: Bidding Phase Services, Construction Phase Services, Construction Inspection Services. Future phased services shall be packaged under a separate scope and fee.

SCHEDULE

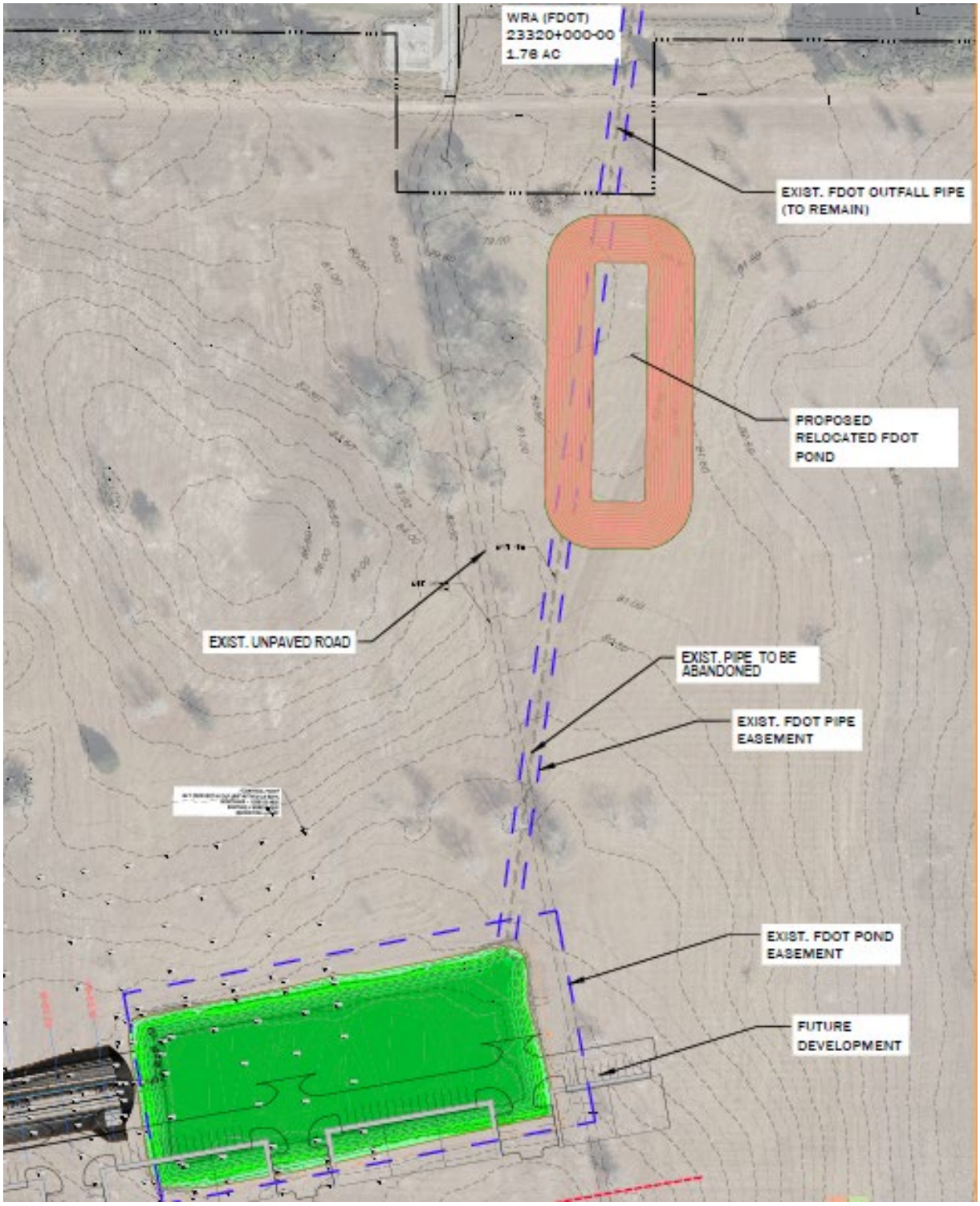
Task 1 – We estimate that the completion of Task 1 activities would be completed within four (4) months of the notice to proceed.

Task 2 – We estimate that the completion of Task 2 activites would be completed within eight (8) months after approval of Task 1.

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CONCEPT EXHIBIT

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END SCOPE OF WORK

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INFRASTRUCTURE
CONSULTING & ENGINEERING

OCALA INTERNATIONAL AIRPORT/ CITY OF OCALA

FDOT Pond Relocation/Redesign

EXHIBIT "B"

Ocala International Airport

FEE SUMMARY

BASIC SERVICES

DESIGN	
TASK 1 - Preliminary Pond Design	$38,628.99
TASK 2 - Final Design & Permitting	$106,562.14
SUBTOTAL BASIC SERVICES :	**$145,191.13**
SUBCONSULTANT	
Survey	$4,590.00
Geotechnical	$7,930.00
TOTAL BASIC SERVICES :	**$157,711.13**

TOTAL PROFESSIONAL FEES (Lump Sum):	**$157,711.13**

EXHIBIT B				FDOT Pond 3 Relocation
OCALA INTERNATIONAL AIRPORT				
				TASK 1 - Preliminary Pond Design

MANHOUR AND FEE ESTIMATE

Item/Task Description	Senior Project Manager	Engineer	Designer	Admin	Total Hours
	$317.30	$211.54	$135.23	$75.55	
Coordination with Subconsultants	4	2	2		8
Retrieve/gather existing permitting information for FDOT Pond 3 from SWFWMD and review.	2	10			12
Review topo survey information	1	4	3		8
Review Geotechnical Investigation	1	4			5
Prepare and meet with FDOT Drainage	6	12	2	1	21
Prepare and meet with SWFWMD	3	8	2	1	14
Preliminary Drainage Calculations	6	40	2		48
Total Hours:	23	80	11	2	116
Deliverables					
Technical Memorandum	8	24	16	6	54
Quality Control					0
Review and Meet w/Client, Incorporate Review Comments	4	4	2	2	12
Total Hours:	12	28	18	8	66
TOTAL HOURS	35	108	29	10	182
ICE LABOR COST TOTAL (Task 1)	$11,105.50	$22,846.32	$3,921.67	$755.50	**$38,628.99**

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EXHIBIT B					FDOT Pond 3 Relocation
OCALA INTERNATIONAL AIRPORT					
					TASK 2 - Final Design & Permitting
MANHOUR AND FEE ESTIMATE					
	Senior Project				Total
Item/Task Description	Manager	Engineer	Designer	Admin	Hours
	$317.30	$211.54	$135.23	$75.55	
Coordination with Geotechnical subconsultant for Final Pond Borings	2	2		1	5
Finalize Drainage Calculations based upon final geotechnical borings	6	24	2		32
Revise Pond Design Layout	3	8	16		27
Incorporate Client Review Comments on pond layout	3	4	3		10
Update Technical Memo - for Final Pond Design	2	16	4	4	26
Prepare Quantity takeoffs for Final Estimate	2	8	12		22
Prepare Engineer's Estimate Of Probable Construction Cost (EOPC)	5	8		2	15
SWFWMD SWERP Modification (Prepare and answer RFAI's)	16	40	16	4	76
FDOT Permitting	16	40	4	4	64
Contract Documents, Technical Specs	10	12			22
Coordination w/FDOT, City	20	4		2	26
Quality Review	16				16
Total Hours:	101	166	57	17	341
Draft Deliverables					
Cover Sheet	1		2		3
Drainage Map	1	4	8		13
Topographic Survey/Existing Conditions	1	2	4		7
General Notes	1	3	6		10
Demolition/Clearing & Grubbing Plan	1	2	6		9
Summary of Quantities	2	4	8		14
Pond Typical Sections	1	2	6		9
Pond Plan	4	8	12		24
Drainage Details	2	4	16		22
Construction Details	1	2	8		11
Cross Sections	1	6	8		15
Erosion Control/SWPPP	1	4	8	4	17
Quality Review	4	8			12
Submit Design Development Documents (2 Copies)		3			3
Total Hours:	21	52	92	4	169
TOTAL HOURS	122	218	149	21	510
TOTAL ICE LABOR COST (Task 2)	$38,710.60	$46,115.72	$20,149.27	$1,586.55	**$106,562.14**

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R.M. BARRINEAU
AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
Reginald M. Barrineau, P.S.M., Founded 1988

Oakhurst Professional Park + 1309 S.E. 25th Loop + Suite 103 + Ocala, Florida 34471
PHONE (352) 622-3133 + **FAX** (352) 369-3771 + rmbarrineau.com

March 16, 2026

Marty Morlan, PE
Infrastructure Consulting & Engineering
5550 W. Idlewild Ave., Suite 115
Tampa, FL 33634

RE: Proposal for Topographic Surveying Services for Relocation of FDOT Pond Adjacent to S.R. 40, Ocala International Airport

Dear Marty:

Thank you for your request. R.M. Barrineau and Associates Inc. will provide the following surveying services for the above-listed project in Ocala, Marion County, Florida. The following Scope of Services is based on your request.

Scope of Services:

1)Topographic Surveying Services: Fee: $ 4590.00

- The services will be completed in accordance with the Standards of Practice for Professional Surveyors and Mappers, as set forth in the Florida Administrative Code and the City of Ocala Land Development Code Standards. The project limits will be 600' X 600' on the northerly boundary of the Airport and the southerly Right of Way of S.R. 40 that is adjacent to the project limits.
- Prepare metes and bounds description, with Sketch for new FDOT Pond.
- Elevation grid will be 50' X 50' and all grade breaks, and elevation changes.
- Horizontal and vertical location of existing above ground improvements and evidence of subsurface utilities, inverts, pipes, rims.
- Horizontal and vertical location of the existing inlet/outfall pipe from S.R. 40 (FDOT structure S-33) to the existing FDOT pond.
- Horizontal and vertical location of the existing driveway on S.R. 40 (which is adjacent to a fenced utility area).
- Location of trees 4" and larger.
- Depict existing easements on Map of Survey.
- Horizontal control will be established by the Florida West State Plane Coordinate System and depicted on Map of Survey.
- Vertical control will be established by and tied to NAVD 88.
- TBM's will be set on site and referenced on Survey.
- Certified PDF print and CAD DWG 2026 FILE.

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Schedule for Surveying Services:
Estimated to be completed 2 to 3 weeks from notice to proceed.

Terms of this proposal are valid for 30 days from date of proposal. If you have any questions regarding the proposal, please do not hesitate to contact our office. If the terms are acceptable, please email authorization to proceed and we will schedule the project. An invoice will be submitted upon completion of the project, with payment due in 30 days. Thank you for the opportunity to submit a proposal for this project.

Sincerely,
Diane Barrineau
Diane Barrineau, CFO
R.M. Barrineau and Associates, Inc.

Docusign Envelope ID: 02AA0883-2AB2-8FE2-805C-6069E57D1D7E

Cal -Tech Testing, Inc.

- Engineering
- Geotechnical
- Environmental

LABORATORIES

P.O. Box 1625 • Lake City, FL 32056
Tel. (386) 755-3633 • Fax (386) 752-5456

450 SR 13N, Suite 106-308, Jacksonville, FL 32259
Tel. (904) 381-8901 • Fax (904) 381-8902

March 11, 2026

Mr. Marty Morlan, P.E.
Infrastructure Consulting & Engineering
5550 W. Idlewild Avenue, Suite 115
Tampa, Florida 33634

RE: Proposal for Geotechnical Eng Exploration & Field Soil Permeability Testing
Ocala International Airport, FDOT Stormwater Retention Pond Relocation
Ocala, Florida

Dear Mr. Marty Morlan, P.E.

Cal-Tech Testing, Inc. (CTTI) is pleased to submit this proposal to perform a geotechnical engineering exploration and field soil permeability testing for the proposed FDOT stormwater retention pond relocation at the Ocala International Airport in Ocala, Florida.

SITE AND PROJECT DESCRIPTION

Based on the information you provided to us, preliminary and final subsurface soil conditions, including soil permeability parameters, are required for the design of a 4-ft to 7-ft deep dry stormwater retention pond.

SCOPE OF SERVICES

Based on your request, our scope of services will consist of drilling two (2), 20-ft-deep, preliminary Standard Penetration Test (SPT) borings within the proposed stormwater retention pond footprint and performing two (2) field soil permeability tests next to the retention pond borings. Furthermore, we will remobilize for additional four (4), 20-ft-deep, SPT borings and associated four (4) field soil permeability tests will be performed after completion of the preliminary design.

Our field crew will lay out the boring location using a handheld GPS device and coordinates provided by you. The borings will be backfilled with soil cuttings at completion.

CTTI will contact the Florida Sunshine One Call system to get underground utilities located prior to mobilization.

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CTTI will transport the boring soil samples to our laboratory for examination and visual classification by our engineer in general accordance with the Unified Soil Classification System.

At completion, we will prepare separate preliminary and final reports summarizing the field and laboratory work done and presenting the subsurface soil profile including groundwater depth, the estimated Seasonal High Groundwater Table (SHGWT), the soil unsaturated vertical and horizontal Hydraulic Conductivity, the soil porosity and depth to the confining layer.

ESTIMATED FEE

Based on the scope of services and presuming equipment accessibility to the boring locations without delay (i.e. vegetation clearance, etc. by others) the fees for our preliminary and final geotechnical engineering exploration and field soil permeability testing are as follows:

Preliminary Work

Sub Total $3,285.00

Final Work

SubTotal $4,645.00

Total = $7,930.00

Schedule
We anticipate that our preliminary and final field works will encompass one (1) working day each. Each report should be issued within 3 working days of completion of the field and laboratory work.

Limitations
The soil borings detailed in this proposal presumes standard geotechnical drilling and does not include provisions for drilling through or into contaminated material.

Authorization
If this proposal is acceptable, please authorize us to proceed with the proposed services by signing below and return to our office.

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Closing

CTI appreciates the opportunity to provide this proposal and we look forward to serving you on this and future projects. Should you have any questions concerning this proposal, please do not hesitate to contact me at our Lake City, FL office (386) 755-3633.

Sincerely,

Cal-Tech Testing, Inc.

Ivan E. Marcano, MSCE, P.E.
Sr. Geotechnical Engineer

Mike Stalvey, Jr.
Vice-President

Proposal for Geotechnical Engineering Exploration & Field Soil Permeability Testing- Ocala International Airport, FDOT Stormwater Retention Pond Relocation, Ocala, Florida
Name of Representative (Print) Date Title: Representative Signature:

Certificate Of Completion

Envelope Id: 02AA0883-2AB2-8FE2-805C-6069E57D1D7E
Status: Completed
Subject: SIGNATURE:
Source Envelope:
Document Pages: 16
Signatures: 0
Certificate Pages: 1
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
7/21/2026 1:52:08 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Patricia Lewis plewis@ocalafl.org Senior Contract Specialist City of Ocala Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 7/21/2026 1:53:04 PM Viewed: 7/21/2026 1:53:18 PM Signed: 7/21/2026 1:53:29 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/21/2026 1:53:04 PM
Certified Delivered	Security Checked	7/21/2026 1:53:18 PM
Signing Complete	Security Checked	7/21/2026 1:53:29 PM
Completed	Security Checked	7/21/2026 1:53:29 PM

Payment Events	Status	Timestamps

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AGREEMENT FOR DIRECT PURCHASE UNIFORM PROGRAM MANAGEMENT

THIS AGREEMENT FOR DIRECT PURCHASE UNIFORM PROGRAM MANAGEMENT ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **TYNDALE ENTERPRISES, INC.**, a foreign for-profit corporation duly organized in Pennsylvania and authorized to do business in the state of Florida (EIN: 23-2189889) ("Vendor").

WHEREAS, on February 21, 2023, the City of Ocala issued a Request for Proposals ("RFP") for the provision of uniform and work apparel, RFP No.: ELE/230220 (the "Solicitation"); and

WHEREAS, six (6) firms responded to the Solicitation and, after the consideration of price and other evaluation factors set forth in the Solicitation, the proposal submitted by Tyndale Enterprises, Inc. was scored the highest by a City review committee; and

WHEREAS, Vendor was chosen as the intended awardee to provide a direct purchase uniform program for City employees ("Services").

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Vendor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; and (c) the City's Solicitation for the Services and the bid submitted by Vendor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

      Exhibit A: Scope of Work (A-1 through A-3)
      Exhibit B: Price Proposal (B-1)
      Exhibit C: Proposal (C-1 through C-44)

      If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B., then (3) Exhibit C.

3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, certifications, and all other things necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work, Exhibit C – Proposal,** and the Solicitation Documents. In the event of a conflict between this Agreement and the Solicitation Documents as to the Scope of Services to be performed by Vendor, this Agreement and all of its Exhibits shall be given precedence to resolve any identified inconsistency. The Scope of Work may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Vendor a price not to exceed the maximum limiting amount of **TWO HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS ($280,000)** (the "Contract Sum") The allowability of compensation sought under this Contract is expressly made subject to the terms of this Contract, and any pertinent Federal and State law.
   A. **Pricing**. Vendor shall be compensated in accordance with the pricing schedule set forth in **Exhibit B – Price Proposal**. Vendor's prices are exclusive of withholding, use, excise, privilege or similar taxes as well as customs, duties, export fees or tariffs and shipping charges.
   B. **Renewal Pricing Increases**. Pricing shall remain firm and fixed during the first six (6) months of this Agreement. Any renewal price adjustment shall be subject to negotiation and must be

approved by the City of Ocala. Vendor shall submit a written request for price adjustment identifying the reason for the price increase, and attach suitable documentation in support of same, no less than **NINETY (90) DAYS** prior to the expiration of the then existing Contract Term. No retroactive price adjustments will be allowed. Pricing increases will not occur more frequently than semi-annually. Prince increases are based on documented increases from product manufacturers. It is Vendor's responsibility to notify the City of any changes and to request a Change Order. If the City does not agree to increases, Vendor has the right to remove those items from the program.

C. **Invoice Submission**. Monthly invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **Ocala Electric Utility**, Attn: **Lisa Crouthamel, 1805 NE 30th Avenue, Ocala, Florida 34470**, E-mail: lcrouthamel@ocalafl.org.

D. Information on Invoice. Vendor shall provide the following information on each invoice:
   a. Utility Services Department (Ocala Electric Utility or Ocala Fiber Network)
   b. Division and employee name
   c. Ocala Electric Utility divisions include: Transmission & Distribution, AMI and Substation. Departments and/or divisions may be added or deleted as the City deems necessary.
   d. Duplicate shipping statements

E. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. All payments shall be due net (30) days from the date of the invoice, and City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed.

F. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall not exceed the disputed amount under any applicable invoice and shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.

G. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment

H. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **AUGUST 2, 2023** and continue for a term of **THREE (3)** years, through and including **AUGUST 1, 2026**. This Agreement may be renewed for up to **ONE (1)** additional, **TWO-YEAR** (2-year) period by written consent between City and Vendor.

6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States

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or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK**. All services, and products provided by Vendor under this Agreement shall be provided under the direction and to the satisfaction and approval of the City Project Manager (the "Project Manager").
   A. The City shall have sixty (60) days from the date of receipt of any Goods to notify Vendor that the City is rejecting such good or product based on any defect or lack of compliance with the requirements and specifications in the related Purchase Order, in which case Vendor, in its sole discretion and at its cost, shall either 1) replace each defective Good promptly after the return of the defective Good(s), 2) repair such Good(s), or 3) refund the full amount paid by the City for each defective Good upon the return of the defective Good(s). Such notification shall be in writing and shall state the nature of the defect or lack of compliance. With respect to any returned Good(s) that are not defective, and which comply with the specifications set forth in the related Purchase Order, the City shall pay all expenses and costs relating to the return. See Exhibit A for Custom Goods return terms.
   B. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials, the rate of progress of the services, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the Services.
   C. Neither the Project Manager's review of Vendor's services nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or safety precautions or programs incident to Vendor's provision of Services under this Agreement.
8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, shall give thirty (30) days' advance written notice of default to the defaulting party.. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor thirty (30) days' advance written notice of termination. Any

notice of termination given to Vendor by City shall be effective immediately upon the conclusion of the thirty (30) days or the termination date listed in the notice, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

(1) Vendor's performance or workmanship fails to conform to the specifications of the Purchase Order thereby falling below acceptable City or trade standards;
(2) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
(3) Vendor provides material that does not meet the specifications of the Purchase Order or Agreement;
(4) Vendor fails to complete the work required within the time stipulated in the Agreement or reach mutually agreeable alternative delivery dates with City; or
(5) Vendor fails to cure any default in the performance of the Agreement within ten (10) days after receipt of written notice from the City thereby giving the City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

B. **Vendor's Opportunity to Cure Default**. City shall provide Vendor with the opportunity to cure the violations within ten (10) days of the City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall use commercially reasonable efforts to cure to completion within a reasonable time as determined by City, which shall not be less than the ten (10) days provided in the notice. If the violations are not corrected within the ten (10) day period or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Vendor Default**. In the event Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

(1) City shall be entitled to terminate this Agreement without further notice;
(2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;
(3) City shall be entitled to recover from Vendor all actual and reasonable costs of completing the required work; and
(4) City shall be entitled to recovery from Vendor any actual excess costs by deduction from any unpaid balances owed to Vendor for products not delivered or services not performed.

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.

9. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.

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10. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any Vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of one (1) year and bid debarment for a period of up to three (3) years for serious contract failures.
11. **VENDOR REPRESENTATIONS.** Vendor expressly represents that:
    A. Vendor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.
    B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.
    C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
    D. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
12. **VENDOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:
    A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
    B. Vendor shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions or programs incident thereto.
    C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
    D. Vendor shall comply with all applicable local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
    E. Vendor and City shall continue performance of undisputed obligations under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing, including payment of undisputed amounts.
    F. Title and risk of loss shall pass from Vendor to the City upon the delivery of goods to the City's designated location.
13. **WARRANTY.** Vendor warrants that all goods and services furnished to the City shall be in accordance with the specifications herein and free from any defects of workmanship and materials.

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Vendor warrants that goods furnished to the City shall be merchantable and fit for the City's described purposes on the attached garment label or product description, and that no governmental law, regulation, order, or rule has been violated in the manufacture or sale of such goods. Vendor shall provide information on its return and refund policy, which shall include embroidered and non-embroidered items. Any warranty provided by Vendor is conditioned upon the following: (a) user adhering to all washing and care instructions provided by Vendor, (b) the Goods being used for their intended purpose as stated in the product label, and (c) the Good(s) not being modified, altered, or repaired by a third party. If the City or the ultimate user fails to follow the requirements of this Section 13, then any warranty provided by Vendor is void. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, VENDOR PROVIDES NO REPRESENTATIONS, CONDITIONS, OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE GOODS (OR ANY SERVICES PERFORMED RELATED TO THE GOODS).

At a minimum, if an article of clothing is delivered damaged, or is a different item/size/color/etc. than that requested by the City, and City notifies Vendor in writing within sixty (60) days after delivery is received then corrections, repairs or replacement or refunds shall be performed by the Vendor in its sole discretion and at no additional charge.

14. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
15. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Vendor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Vendor does not own vehicles, Vendor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Vendor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
16. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:
    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
    C. Policy must include coverage for contractual liability and independent contractors.
    D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Vendor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.
17. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such

amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Vendor shall waive and shall ensure that Vendor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Vendor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver**.

18. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting Vendor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractors, or for anyone whose negligent act(s) Vendor may be liable.

B. No insurance shall be provided by the City for Vendor under this Agreement and Vendor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. Certificates of Insurance. No work shall be commenced by Vendor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Vendor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org.** Vendor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. City as an Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.

E. Notice of Cancellation of Insurance. Vendor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Vendor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org.

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F. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. Severability of Interests. Severability of Interests. Vendor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

19. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
    A. All employees on the work and other persons that may be affected thereby;
    B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
    C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

    All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

20. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, Vendor shall not discriminate against its employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
21. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any vendor, subcontractor, or of any of their agents or employees.
22. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship

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which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.

23. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.
24. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
25. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all actual and reasonable expenses and costs actually incurred by City to accomplish such completion shall be credited to City.
26. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:
    A. Keep and maintain public records required by the public agency to perform the service.
    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Vendor does not transfer the records to the public agency.
    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

27. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
28. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

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29. **E-VERIFY.** Pursuant to section 448.095, Vendor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Vendor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Vendor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Vendor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Vendor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Vendor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
30. **CONFLICT OF INTEREST.** Vendor must have disclosed with the submission of their bid, the name of any officer, director, or agent who may be employed by City. Vendor must disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
31. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
32. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
33. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.
34. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
35. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

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If to Vendor:	Tyndale Enterprises, Inc. Attention: Barbara Fitzgeorge, VP of Marketing 5050 Applebutter Road Pipersville, Pennsylvania 18947-1808 Phone: 215-766-5660 E-mail: marketing@tyndaleusa.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.org
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.org

36. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
37. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
38. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

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39. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
40. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.
41. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
42. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
43. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
44. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
45. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
46. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
47. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
48. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for

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whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on 10/12/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
8DB357F4C88E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
James P. Hilty, Sr.
6FD4EC32DB6F4DF...

James P. Hilty, Sr.
City Council President

Approved as to form and legality:

DocuSigned by:
William Sexton
B0FDCEC4E86F429...

William E. Sexton, Esq.
City Attorney

TYNDALE ENTERPRISES, INC.

DocuSigned by:
Barbara Fitzgeorge
BBCA4AD2A88F4A0...

By: Barbara Fitzgeorge
(Printed Name)

Title: VP Marketing
(Title of Authorized Signatory)

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BACKGROUND

1. The City will directly purchase uniform and work apparel from Vendor to supply approximately seventy (70) employees, both men and women, with new quality embroidered or screen printed clothing.
2. Clothing shall include but not be limited to: t-shirts, polo shirts, button-down shirts, sweatshirts, light jackets, winter jackets and Arc Flash rated apparel (both tops, bottoms and women's undergarments).
3. The City is interested in purchasing items only and will not consider rentals.

OBJECTIVE

1. Vendor shall provide City Uniforms for purchase (not rentals) and use by the City's Utility Services departments (Ocala Electric Utility and Ocala Fiber Network).

PROGRAM MANAGEMENT

1. Vendor shall provide an online presence that City employees can use to manage orders, allowances, and payments.
2. The online ordering presence should be able to show at a minimum:
   a. products available for purchase.
   b. current allowance balance.
   c. order status.
3. If the product is not available, a program manager must be assigned to the City in order to ensure prompt customer service and minimal administrative burden for the City Contract Administrator and his/her designee.
4. The online presence shall have the ability to accommodate specific catalogs for individual departments/divisions within the City.
5. Each individual catalog will have the ability to host numerous clothing items from a variety of manufacturers.
6. All employees included in the clothing program shall have access to their own account within the online presence, and will be issued an allowance to purchase items directly from the Vendor.
7. The City will not be responsible for monitoring the spending account for each participating employee.
8. The number of employees participating in the clothing program will vary from year to year.
9. Customer service's turnaround time shall be 48 hours or less for response.

CLOTHING SPECIFICATIONS

1. In lieu of providing clothing specifications, the City intends for Vendor to provide the City with a **percentage discount off catalog (or listed) pricing.**
2. All apparel shall be new, unused, and not previously sold to another customer.
3. The City's catalogs shall include, but are not limited to, AR/FR and ANSI Class 3 high visibility apparel.
4. Clothing shall be free of defect in material and workmanship.

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5. Flame Resistant Clothing apparel must comply with NFPA, ASTM and OSHA regulations for FR clothing and be a minimum of 8 cal/cm^2.
6. Vendor's pricing shall be inclusive of all sizing requirements.
7. Charges for specific sizing must be annotated.

QUANTITY

1. Approximately seventy (70) employees will fall under this Agreement requiring uniform purchases.
2. The expectation is that each employee will purchase eight (8) to twelve (12) full uniforms (shirt/pants) within the first two (2) years of the start of this Agreement, then four (4) full uniforms each year thereafter. This is an estimated annual usage only, and nothing herein shall bind the City to purchase any specified quantity of product(s).
3. It is also further understood that the City shall not be obligated to purchase or pay for any product(s) covered unless and until ordered and received in good condition by the City.
4. The City may increase or decrease the number of uniforms (or employees) as it deems necessary.
5. No minimum order quantity of products shall be required under this Agreement.

UTILITY LOGOS AND EMBROIDERY/SCREEN PRINTING

1. When a utility logo is required to be embroidered or screen printed on a garment, the City will provide the Vendor with a digital file of the utility logo.
2. When embroidered, the logo shall be embroidered in white or black FR threading.
3. The City does not have any patches that will be affixed to garments – only embroidery or screen printing of the utility logo will be required.
4. All shirts shall be screen printed, sweatshirts and outerwear must be embroidered.
5. The utility logo shall be located on the shirts, sweatshirts, and outerwear on the left breast pocket, or in the event there is no pocket on the garment, in the left breast pocket area.
6. Each individual department/division's online catalog must have the ability to specify logo application (department/color).

CATALOGS

1. The catalog shall include or be accompanied by a detailed sizing chart for items included in the catalog.
2. An updated catalog shall be provided (either in print or as an electronic document) at the beginning of each calendar year this agreement is in place.

PACKAGING OF ORDERS

1. Employees will order products through the online presence and those orders will have the option to be delivered directly to the employee's home.
2. All pricing shall be on an F.O.B Destination basis and shall include all delivery costs.
3. All prices, delivery, fitting or any other fee shall be clearly noted and included.
4. All items must be delivered within two (2) weeks of order date.

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5. The City will accept late delivery on backordered items only. A notification that an item is on backorder must be sent to the appropriate employee e-mail within seven (7) calendar days of order placement.

REPLACEMENT ITEMS

If a manufacturer discontinues a garment specified in this Agreement during the Contract Term, Vendor shall identify another garment of equal or greater quality for substitution (with the approval of the City).

PRICING

Vendor shall provide pricing as a discount off catalog price. Vendor shall include any additional optional costs for things such as embroidery, rush, shipping, alterations, sizing, oversize and tall sizes. The City must be notified of 30 days prior to effective dates of any changes to the list price in the catalog.

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TYNDALE

Exhibit B - Price Proposal

CONTRACT#

Attachment 8: Tyndale Pricing for City of Ocala

March 22, 2023

Master Item	Manufacturer	Description	Blended Price	Price	Oversize	Tyndale MSRP
FR Work Shirts			**Blended**	**2-Column**		
K196T	Tyndale	Men's Classic Long Sleeve Work Shirt	$60.85	$57.95	$70.30	$65.00
K193T	Tyndale	Women's Classic Long Sleeve Work Shirt	$60.85	$57.95	$70.30	$65.00
K176T	Tyndale	Men's Long Sleeve Button Down Work Shirt	$63.85	$60.80	$73.15	$68.00
K173T	Tyndale	Women's Long Sleeve Button Down Work Shirt	$63.85	$60.80	$73.15	$68.00
F166T	Tyndale	Men's Lightweight Long Sleeve Button Down Work Shirt	$88.80	$84.55	$101.65	$94.00
F163T	Tyndale	Women's Lightweight Long Sleeve Button Down Work Shirt	$88.80	$84.55	$101.65	$94.00
FR T Shirts						
M010T	Tyndale	Layer 1 Long Sleeve Tee Shirt	$63.85	$60.80	$73.15	$68.00
M013T	Tyndale	Women's Long Sleeve Base Layer - available 8/1/22	$63.85	$60.80	$73.15	$68.00
J02MT	Tyndale	Versa Raglan T-Shirt	$69.85	$66.50	$79.80	$74.00
FR Henley Shirts						
J060T	Tyndale	Men's Three Button Long Sleeve Henley	$66.85	$63.65	$76.95	$71.00
J063T	Tyndale	Women's Three Button Long Sleeve Henley	$63.65	$63.65	N/A	$71.00
FR Hi-Vis Shirts						
M03ST	Tyndale	Hi-Vis Short Sleeve T-Shirt	$110.75	$105.45	$127.30	$117.00
M034T	Tyndale	Hi-Vis LS Shirt with Pocket	$132.70	$126.35	$152.00	$140.00
M134T	Tyndale	Hi-Vis Long Sleeve Button Down Work Shirt	$148.65	$141.55	$170.05	$157.00
FR Work Pants						
M297T	Tyndale	Five Pocket Flex Casual Pant	$119.70	$114.00	$136.80	$126.00
FR Jeans						
J230T	Tyndale	Men's Classic Work Jean	$63.85	$60.80	$73.15	$68.00
J233T	Tyndale	Women's Classic Work Jean	$63.85	$60.80	$73.15	$68.00
M24MT	Tyndale	Versa Regular Fit Jean	$96.80	$92.15	$111.15	$102.00
FR Fleece						
M721T	Tyndale	Zip Front Hooded Sweatshirt	$170.60	$162.45	$195.70	$180.00
M72MT	Tyndale	Men's Versa Full Zip Hooded Sweatshirt	$178.60	$170.05	$204.25	$188.00
M056T	Tyndale	Men's Classic Casual 1/4 Zip Pullover	$117.75	$112.10	$134.90	$124.00
M701T	Tyndale	Hooded Sweatshirt	$159.60	$152.00	$182.40	$168.00
M70MT	Tyndale	Versa Three Button Sweatshirt with Hood	$164.60	$156.75	$188.10	$174.00

Notes:

In addition to the items quoted above, Tyndale offers a broad selection of FR clothing from top brands like Ariat, Bulwark, Carhartt, True North, and Wrangler for your consideration. Pricing for additional items is available upon request.

Freight not included in the price.

Embellishment not included in garment price. Embellishment pricing is as follows:

- Electric Utility LC Embroidered Logo - $3.85 each
- Electric Utility LC Screen Printed Logo in Black - $10.80 each
- Electric Utility LC Heat Transfer Logo - $1.55 each
- Fiber Network LC HT Small Logo in Black - $1.55 each
- Fiber Network LC Embroidered Logo - $4.25 each
- Fiber Network LC Screen Printed Logo in Black - $10.80

Blended price applies to all stock size available from a manufacturer.

2-Column oversize price applies to garments as follows:

- 2XL and higher for shirts, jackets, sweatshirts, etc.
- 44 in (waist) and higher for pants and jeans
- 52 in (chest) and higher for coveralls
- 22 (size) and up for women's pants

Tyndale MSRP is valid for base sizes (20% upcharge for oversize), shipping and logos not included.

Sales tax and any applicable customs, taxes or fees for shipments outside the U.S. are not included in the price of the garment.

Returns accepted within 60 days on unwashed, unworn, and unembellished garments.

Pricing based on Net 30 day payment terms or credit card payment. Pricing valid for 90 days from date of quote.

Purchaser is responsible for all third party fees associated with invoicing, bill payment set-up, and similar fees, such as Ariba.

The prices contained in this document are CONFIDENTIAL and shall not be shared without the express written consent of Tyndale.

Value Added Services

- Best Selection: Extensive AR/FR clothing selection for men and women - including a complete line of American-made options from Tyndale
- Best Delivery: $50M in on-hand inventory helps reduce lead times
- Online Ordering: Fully customized online ordering system displaying only Company-approved items
- Tracking: Direct-to-user garment and spend tracking and reporting
- Account Management: 35+ years of industry expertise, including participation in ASTM, EEI, NFPA
- Tyndale 360 Experience: On-site visits feature training and support, plus a chance to evaluate select garments
- WBE: Certified woman-owned business status
- Hassle-free returns and exchanges: No shipping or restocking fees for any unworn, unwashed, unembellished item returned within 60 days

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Tyndale's Response to the City of Ocala's RFP# ELE/230220 for Uniform Program Management

March 22, 2023

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Table of Contents

March 22, 2023

Tyndale has provided the City of Ocala with a response to RFP #ELE/230220 for Uniform Program Management. Our complete response includes the following:

- Cover letter
- Attachment 1: Exhibit A - SCOPE OF WORK - Tyndale's Response
- Attachment 2: Tyndale’s Response to City of Ocala’s Qualifications and Experience; Staffing Plan; Customer Service; Responsiveness
- Attachment 3: Tyndale’s Key Personnel Resumes for City of Ocala
- Attachment 4: Tyndale References for City of Ocala
- Attachment 5: Tyndale’s Response to City of Ocala’s Methodology; Ease of Use; Availability of Items
- Attachment 6: Tyndale Detailed Service Specification
- Attachment 7: Tyndale’s Response to City of Ocala’s Price Proposal; As a Percentage Discount Off Catalog (Or Listed Pricing)
- Attachment 8: Tyndale Pricing for City of Ocala
- Attachment 9: Tyndale’s Catalog for City of Ocala
- Attachment 10: Tyndale Redlines

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Tyndale's Response to the City of Ocala's RFP #ELE/230220 for Uniform Program Management
March 22, 2023

Tyndale appreciates the opportunity to respond to the City of Ocala's request for proposal for Uniform Program Management. Tyndale's managed arc-rated and flame resistant (AR/FR) apparel program maximizes bottom-line savings, offers excellent customer service, and ensures employee satisfaction. For your consideration below, we've included information on our standard service-based managed clothing program, outlined in *Attachment 1* and *Attachment 6*, which provides benefits other suppliers simply can't match:

- **Total Program Management:** Tyndale offers price-competitive garments, particularly within the context of a fully managed allowance program. No need to juggle separate suppliers, manage your own inventory, or deal with used or missing garments. Tyndale's pricing is inclusive of critical services like our advanced online ordering system, dedicated account management, individualized delivery, strict spend enforcement, customized reporting, monthly detailed billing, direct-to-user support, and more – all integrated into your program at no additional cost. Bottom line, Tyndale manages the clothing program so you can focus on your professional priorities – serving your customers.
- **Inventory Commitment:** With over $50M in on-hand inventory at our distribution centers in Houston, TX and Pipersville, PA, and strong relationships with key suppliers, Ocala has access to the best products and lead times in the industry. Our product offering includes the largest selection of women's protective clothing designed from the ground up to fit women properly. As Ocala's needs evolve, Tyndale offers add-on programs for PPE such as AR/FR rainwear, boots, gloves, and more.
- **Experience & Industry Leadership:** Tyndale established managed apparel programs as the industry benchmark more than 40 years ago and continues to lead the industry with our custom programs. As a supplier to 90% of investor owned electric utilities, Tyndale has a strong track record of success.
- **Online Ordering:** Tyndale's user-friendly online ordering website is seamlessly integrated with our automated management systems, ensuring strict budgetary control and extensive reporting capabilities. Displaying only items authorized by Ocala, our best-in-class site allows employees to easily place orders, track orders, check account status, and more.
- **Compliance & Technical Resources:** Tyndale's Vice President of Corporate Strategy and Technical, Scott Margolin, and I are well-versed on the standards that impact worker safety and are available to help ensure compliance with the most up-to-date industry safety standards for FR. Tyndale offers extensive resources to Ocala such as, informative articles on our industry-leading blog, straightforward answers to frequently asked questions, real-world demonstration videos to educate employees why wearing FRC – and wearing it properly – matters, and more!
- **Dedicated Account Management & Support:** As your main point of contact, I work closely with you to ensure total program success starting with a smooth implementation. I partner with Account Manager, Christina Gilbride, and Account Specialist, Elizabeth McDonald, who provide exceptional account management and ongoing program maintenance. In addition, our US-based customer service team is available Monday – Friday, 7 a.m. – 8 p.m. EST, to support Ocala employees.

Thank you for your consideration and please feel free to contact me if you have any further questions.

Kind regards,



Brian Morris, National Account Executive | 215-766-5660 Extension 726 | BMorris@TyndaleUSA.com

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Attachment 1: Exhibit A – SCOPE OF WORK – Tyndale's Response
CONTRACT# ELE/230220

BACKGROUND

1. The City is seeking an exclusive direct purchase of uniform and work apparel vendor that can supply approximately 70 employees, both men and women, with new quality embroidered or screen printed clothing.

Tyndale's Response:

By leveraging Tyndale's managed direct-purchase program, each of Ocala's 70 employees receives an Ocala-funded annual allowance or allotment from which they can purchase a preferred combination of Ocala-approved arc-rated and flame resistant (AR/FR) clothing and other Personal Protective Equipment (PPE). This ensures strict budgetary control and compliance with safety standards. Garments purchased are always new and Tyndale's broad product offering and extensive inventory ensures Ocala has access to competitively priced, high-quality garments for both men and women with strong lead times. In fact, Tyndale is committed to offering the largest selection of women's protective clothing in the industry. We proudly manufacture a complete line of FR designed specifically for women and has continuously developed new women's products, expanded our offerings from leading FR brands, and increased our on-hand inventory. Tyndale also offers maternity options, including an FR maternity bib overall and women's maternity pants. Using state-of-the-art equipment and materials, our highly trained staff of embellishments professionals provide embroidery, heat transfer, and reflective striping services. Tyndale is happy to provide logo customization as shown in Ocala's Attachment B.

2. Clothing shall include but not be limited to: t-shirts, polo shirts, button-down shirts, sweatshirts, light jackets, winter jackets and Arc Flash rated apparel (both tops, bottoms and women's undergarments).

Tyndale's Response:

Tyndale offers t-shirts, polo shirts, button-down shirts, sweatshirts, light jackets, winter jackets, and arc flash rated apparel including tops, bottoms, and undergarments. But our inventory for men and women goes far beyond the specific product types listed above. Tyndale offers a wide selection of garments compliant with OSHA 29 CFR 1910.269 and NFPA 70E, providing protection from arc flash hazards in the field.. Tyndale's inventory is strategically stocked by our full-time inventory planning team, which provides forecasting data to key suppliers months in advance with the help of sophisticated forecasting algorithms that employ machine learning. Our extensive inventory offers employee choice, which increases satisfaction and compliance. When wearers are satisfied with their options, they are more likely to wear them consistently and properly.

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3. The City is interested in purchasing items only and will not consider rentals.

Tyndale's Response:

Tyndale is happy to propose our managed direct-purchase program to Ocala, which includes benefits other suppliers simply can't match. In fact, Tyndale established managed, direct-purchase programs as the industry benchmark in 1981 and has transitioned hundreds of customers from a uniform rental program to a managed direct purchase program and maintains a 99% retention rate. .

4. The City intends to award one agreement for a contract period of three years with the option for one, two-year renewal.

Tyndale's Response:

Tyndale understands and acknowledges that Ocala intends to award one agreement for the contract period of three years with the option of one, two-year renewal.

OBJECTIVE

1. The purpose for this Request for Proposal (RFP) by the City of Ocala Florida, is to solicit proposals from interested vendors to provide City Uniforms for purchase (not rentals) and use by the City's Utility Services departments (Electric and Fiber Network).

Tyndale's Response:

Tyndale provides a direct purchase program for Ocala and understands that garments are to be used by the City's Utility Services department (Electric and Fiber Network). Our employee-based managed apparel program is customized to the needs identified by Ocala's hazard analysis and supports compliance with all applicable safety standards and test methods.

EXPERIENCE REQUIREMENTS

1. **Experience Requirement:** Bidder must possess five (5) years' experience in providing direct purchase of uniform and work apparel.

Tyndale's Response:

Since 1981, Tyndale provide has provided managed apparel programs and customized programs to leading utility companies throughout the USA and beyond. Tyndale supplies FR clothing programs to 90%+ of investor owned electric utilities in the USA and is among the top 3 FR clothing suppliers in the market, outfitting over 325,000 wearers.

CONTRACT TERM/DELIVERY TIMELINE

1. **Term:** The resulting contract will be for an initial term of three years.

Tyndale's Response:

Tyndale acknowledges that the resulting contract is for an initial term of three years .

2. **Renewals:** One (1) optional, two-year renewal term.

Tyndale's Response:

Tyndale acknowledges that there is an option of one, two-year renewal term.

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3. **Escalation:** Any price increase for contract renewal will be subject to negotiation as approved by the City of Ocala. In no case will the increase exceed three percent (3%) annually unless there are mitigating market conditions. Prices increases shall be based on the CPI-U and Vendor must submit their request for an increase with CPI justification at least 90 days prior to the end of the current term.

Tyndale's Response:

Tyndale understands Ocala's request around price increases; however, Tyndale's respectfully asks Ocala to consider our standard terms which best align with the protective products we offer as part of our managed clothing program. Tyndale provides pricing firm for six (6) months. After the initial six (60 months, price increases will not occur more frequently than semi-annually. Price changes are based on documented increases from product manufacturers and Tyndale is happy to provide letters from manufacturers to substantiate any increases. If Ocala does not agree to increase, Tyndale is happy to recommend a low-cost alternative (if available) or the product will be removed from the program.

Tyndale's pricing is competitive, particularly within the context of a fully managed program. particularly within the context of a fully managed allowance program. Tyndale's garment pricing is inclusive of critical services like our advanced online ordering system, dedicated account management, individualized delivery, strict spend enforcement, customized reporting, monthly detailed billing, direct-to-user support, and more – all integrated into your program at no additional cost. Bottom line, Tyndale manages the clothing program, so you don't have to.

PROGRAM MANAGEMENT

1. The City desires an online presence that employees can use to manage orders, allowances, and payments.

Tyndale's Response:

Tyndale's online ordering platform provides an exceptional user experience for Ocala's employees. The online catalog displays only items that employees are authorized to purchase, and all products are vetted by Tyndale for safety compliance, quality, and reliable delivery before they're offered for Ocala's consideration. Tyndale's flexibility makes it easy to customize online catalog offerings to the needs of distinct groups within your organization. You can easily restrict which workers wear which products, according to budgeting, protective needs, and image requirements. Once logged in, employees can place orders, check their allowance balances, view order history, and check stock, check the status of an order, track a shipment, and more – anytime, 24 hours a day, seven days a week. For a quick tour of the website, please watch our video demonstration.

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2. The online ordering presence should be able to show at a minimum a. products available for purchase.
b. current allowance balance.
c. order status.

Tyndale's Response:

Tyndale's user-friendly online ordering platform shows:

a) Ocala-approved products for employees to purchase
b) Employee's available allowance balances – updated in real time so employees always know how much they have to purchase approved garments
c) Order status – Tyndale's Order History section on the website shows orders that have been delivered and order in progress with tracking information, so employees know when to expect the protective garments they rely on. Tyndale's site also quote estimated ship date (ESD) for each item before the order is finalized so employees know when garments will be delivered.

Additionally, Ocala employees also have access to:

- Our web-chat feature – so they can contact customer service with questions or issues
- User ratings and reviews – displayed for products in the program so they employees can make informed purchasing decisions
- Various resources – including size guides, videos, and more
- Return and exchange process
- In-stock filter – which displays program items that are on our shelves and available to ship quickly.
- And more!

3. If the product is not available, a program manager must be assigned to the City in order to ensure prompt customer service and minimal administrative burden for Contract Administrator and his/her designee.

Tyndale's Response:

Be design, Tyndale provides total program management – greatly minimizing the administrative burden for supervisors and their employees. Your National Account Executive, Brian Morris and Account Manager, Christina Gilbride serve key safety and supply contacts – including after-hours to provide emergency service. Your Account Specialist, Elizabeth McDonald serves front-line managers and supervisors and handles day-to-day program changes and updates. And, our knowledgeable US-based Customer Service team supports Ocala employees with questions or issues. Customer service representatives are available at 800-356-3433 from 7am – 8pm (ET) Monday through Friday. Calls are answered by live representatives in our Pipersville, PA headquarters location with a 90%+ first call resolution and average hold time under two minutes.

Your account management team can provide regular program reports, so you always have your finger on the pulse of the program without the burden of daily administration.

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4. The online presence will have the ability to accommodate specific catalogs for individual Departments/Divisions within the City.

Tyndale's Response:

We have the flexibility to customize our online catalog offerings to the needs of distinct groups – departments/divisions – within your organization. You can easily restrict which workers wear which products, according to budgeting, protective needs, and image requirements.

5. Each individual catalog will have the ability to host numerous clothing items from a variety of manufacturers.

Tyndale's Response:

Tyndale is proud to offer a wide selection of garments compliant with OSHA 29 CFR 1910.269, providing arc flash protection and has the ability to include numerous clothing items from a variety of manufacturers – such as Ariat, Bulwark, Carhartt, Wrangler, and many others – in Ocala's catalog. In fact, our "choice" model, maximizes compliance, comfort, access to innovations, morale, and reduces cost.

6. All employees included in the clothing program will have access to their own account within the online presence and will be issued an allowance to purchase items directly from the vendor.

Tyndale's Response:

All employees included in the clothing program are able to log in to Tyndale's secure web-based ordering platform with their username and self-created password to access their customer catalog of Ocala-approved items. Each of your workers receives an Ocala-funded annual allowance or allotment which is displayed on the website from which they can purchase their preferred combination of Ocala-approved AR/FR clothing and other PPE directly from Tyndale. Tyndale's automated allowance/allotment management system maintains a complete profile of each eligible employee.

7. The City will not be responsible for monitoring the spending account for each participating employee.

Tyndale's Response:

Tyndale's automated allowance/allotment management system maintains allowance amounts for each eligible employee, ensuring that all employee purchases are tracked and reported. Simply provide a list of eligible employees with their appropriate allowance amounts and our website, which is fully integrated with our allowance management system, ensures allowances/allotments are strictly adhered to. Employees can see their allowance amounts on the website, and it is updated in real time as purchases are made. Employees cannot spend beyond their set allowance amount without providing a personal payment method – ensuring all budgetary requirements are met. Management may opt to either "carry over" or "zero out" unused allowances at the end of a period.

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8. The number of employees participating in the clothing program will vary from year to year. **Tyndale's Response:**

Tyndale understands and acknowledges that the number of eligible employees may change from year to year. Simply provide any removals or additions to your dedicated Tyndale Account Specialist and the program is updated – typically within 72 hours – or you can provide a new roster each year. Our vast inventory allows us to a support Ocala's growing employee base, as we perpetually stock sufficient quantities of core products and maintain an average 90% fill rate – meaning items are on our shelves and available to ship when orders are placed.

9. Customer services turnaround time shall be 48 hours or less for response.

Tyndale's Response:

Our knowledgeable US-based Customer Service team supports employees regarding questions or issues and is proud to maintain a 90%+ first call resolution rate and an average hold time under two minutes. If questions or issues need to be escalated to the Account Specialist or Account Manager, those concerns are typically resolved in 48 hours or less.

CLOTHING SPECIFICATIONS

1. In lieu of providing clothing specifications, the City intends for each Vendor to provide the City with a **percentage discount off catalog (or listed) pricing.**

Tyndale's Response:

Tyndale's pricing structure does not align with offering a percentage discount off catalog or listed pricing. However, Tyndale is proud to offer price-competitive garments particularly within the context of a fully managed allowance program. Tyndale's pricing is inclusive of critical services like our advanced online ordering system, dedicated account management, individualized delivery, strict spend enforcement, customized reporting, monthly detailed billing, direct-to-user support, and more – all integrated into your program at no additional cost. Please see *Attachment 6: Tyndale Detailed Service Specification*, for more information on our value added services.

2. All apparel should be new, unused, and not previously sold to another customer.

Tyndale's Response:

All apparel purchased through Tyndale is new, unused, and not previously sold to another customer.

3. The City's catalogs will include but are not limited to AR/FR and ANSI class 3 high visibility apparel.

Tyndale's Response:

Tyndale is happy to ensure that Ocala's catalogs include AR/FR clothing and ANSI class three high-visibility apparel. Only items that have been approved by Ocala are offered in the program and catalog offerings can be customized by group if needed.

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4. Clothing shall be free of defect in material and workmanship.

Tyndale's Response:

When purchasing from Tyndale, you can feel confident that items are free of defects. In the unlikely event of a product defect, our unique position as a manufacturer and distributor allows us to warrant all garments against manufacturing or fabric defects for the useful life of the garment. Tyndale guarantees all AR/FR clothing we sell to maintain its flame resistance throughout the useful life of the garment so long as home laundering instructions are followed, and bleach is not used during laundering. Home laundering instructions accompany each shipment, so your employees know how to care for their clothing properly. Whether manufactured by Tyndale or one of our suppliers, Tyndale repairs or replaces any garment at no charge that is determined at Tyndale's sole discretion to have a manufacturer's defect. In the rare event of a defect, Tyndale replaces the garment and deals directly with the garment manufacturer on your behalf.

5. Flame Resistant Clothing apparel must comply with NFPA, ASTM and OSHA regulations for FR clothing and be a minimum of 8 cal/cm_2.

Tyndale's Response:

Tyndale's provides Ocala with AR/FR clothing that meets Ocala's specifications for compliance with applicable NFPA, ASTM, and OSHA standards with a minimum arc-rating of 8 cal/cm2.

6. The vendor's pricing shall be inclusive of all sizing requirements. If there are additional charges for specific sizing, that must be annotated in the proposal.

Tyndale's Response:

Tyndale's pricing is inclusive of all sizing requirements. Please see *Attachment 8: Tyndale Pricing for City of Ocala* for specific sizing details.

QUANTITY

1. Approximately 70 employees will fall under this contract, requiring uniform purchases.

Tyndale's Response:

Tyndale acknowledges that there are approximately 70 employees requiring uniform purchases that fall under this contract. If selected, we look forward to providing them with high-quality flame resistant clothing and user-friendly online ordering experience.

2. The expectation is that each employee will purchase 8 – 12 full uniforms (shirt/pants) within the first two years of the start of the contract, then 4 full uniforms each year thereafter. This is an estimated annual usage only, and nothing herein shall bind the City to purchase any specified quantity of product(s).

Tyndale's Response:

Tyndale acknowledges Ocala's expectation that each employee will purchase 8-12 full uniforms (shirt/pants) within the first two years of the start of the contract then 4 uniforms each year thereafter. This is easily accomplished through our allotment program offering (quantity and style based) verses our allowance program offering (dollar based). Tyndale understands that this is an estimated annual usage only and that nothing herein shall bind Ocala to purchase any specified quantity of product(s).

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3. It is also further understood that the City shall not be obligated to purchase or pay for any product(s) covered unless and until ordered and received in good condition by the City.

Tyndale's Response:

Tyndale typically provides statement billing, where a single monthly invoice for all shipments that occurred within that month is provided. Ocala may also opt for credit cards, invoices that accompany each shipment, evaluated receipt settlement, or electronic invoicing via email to make payment as easy as possible. It's important to note that if Ocala pays via credit card, cards are charged when the order ships. Also, allowance/allotment amounts are updated in real time.

If employees aren't happy with their purchase, we offer hassle-free returns and exchanges. Ocala employees can return an unwashed, unworn, unaltered, and unembellished item to Tyndale within 60 days for virtually any reason. Ocala does not pay for return shipping or any restocking fees.

4. The City may increase or decrease the number of uniforms (or employees) as it deems necessary.

Tyndale's Response:

Adjusting the allotment or allowance and adding or removing employees in Ocala's program is simple – the employee's supervisor or a program administrator completes a short action form and sends it to your dedicated Account Specialist. Once the action form is received, the change is made quickly, typically within72 hours.

5. No minimum order quantity of products shall be required under this contract.

Tyndale's Response:

Tyndale understands that no minimum order quantity of products shall be required under the contract. Minimum order quantities only apply to select items and custom products. We are happy to work closely with Ocala to ensure these are not part of the program.

UTILITY LOGOS AND EMBROIDERY/SCREEN PRINTING

1. The utility logos are included in this RFP as Exhibit B - Logos.

Tyndale's Response:

Thank you for providing the utility logos for our reference. We are happy to embellish garments as requested.

2. When a utility logo is required to be embroidered or screen printed on a garment, the City will provide the Vendor with a digital file of the utility logo.

Tyndale's Response:

Using state-of-the-art equipment and materials, our highly trained staff of professionals can embellish garments based off the digital file provided by Ocala.

3. When embroidered, the logo will be embroidered in white or black FR threading.

Tyndale's Response:

Tyndale is happy to embroider garments with white or black FR threading according to Ocala's preference.

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4. The City does not have any patches that will be affixed to garments – only embroidery or screen printing of the utility logo will be required.

Tyndale's Response:

Tyndale acknowledges that patches are not utilized. We and can meet Ocala's embroidery requirements as requested.

5. All shirts will be screen printed, sweatshirts and outerwear must be embroidered.

Tyndale's Response:

Tyndale understands Ocala's request for screen printed shirts and embroidered sweatshirts and outerwear. Tyndale typically recommends embroidery for all but has the ability to offer screen printing if it is a strict requirement.

6. The utility logo shall be located on the shirts, sweatshirts and outerwear on the left breast pocket, or in the event there is no pocket on the garment, in the left breast pocket area.

Tyndale's Response:

Tyndale understands Ocala's request, however, embellishing a logo on a breast pocket closes the pocket and it is not be usable. Alternately, Tyndale is happy to logo *above* the left breast pocket on garments that have a breast pocket. On garments that do not have pockets, Tyndale applies the logo in the left breast pocket area.

7. Each individual department/division's online catalog must have the ability to specify logo application (Department/color).

Tyndale's Response:

Tyndale's website only displays logos that employees are eligible to use. Different catalogs for individual department/divisions can have specific logos available to them in their custom catalog. We can also make logos required if needed.

CATALOGS

1. Each Vendor shall submit with their proposal submission, catalogs, descriptive literature, designs, and other necessary information to fully describe the material or apparel proposed to be furnished.

Tyndale's Response:

Please see *Attachment 9: Tyndale's Catalog for City of Ocala*, which includes detailed descriptions of the products we are proposing.

2. The catalog shall include or be accompanied by a detailed sizing chart for items included in the catalog.

Tyndale's Response:

Please see *Attachment 9: Tyndale's Catalog for City of Ocala*, which includes a sizing chart. Tyndale also provides sizing videos, user ratings and reviews, and hassle free returns and exchanges to aid employees in the purchasing process and ensure satisfaction.

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3. An updated catalog shall be provided (either in print or as an electronic document) at the beginning of each calendar year this agreement is in place.

Tyndale's Response:

Tyndale can provide an updated catalog at the beginning of each calendar year at Ocala's request.

PACKAGING OF ORDERS

1. Employees will order products through the online presence and those orders will have the option to be delivered directly to the employee's home.

Tyndale's Response:

Ocala employees can use Tyndale's custom website to place orders. Tyndale can also process and package each order individually and deliver directly to the employee's home.

2. All pricing shall be on an F.O.B Destination basis and shall include all delivery costs.

Tyndale's Response:

Shipping includes all delivery costs. It is not included in the price of the garment. Instead, Tyndale has provided shipping as a separate charge.

3. All prices, delivery, fitting or any other fee shall be clearly noted and included in this proposal cost.

Tyndale's Response:

Tyndale's garment pricing is inclusive of critical services like our Tyndale 360° Events (formerly on-site fittings), advanced online ordering system, dedicated account management, individualized delivery, strict spend enforcement, customized reporting, monthly detailed billing, direct-to-user support, and more – all integrated into your program at no additional cost. Costs for delivery is provided as a separate charge.

4. All items must be delivered within two (2) weeks of order date.

Tyndale's Response:

We deliver in-stock Tyndale, Bulwark, and Carhartt items quickly - typically in one to two weeks. Tyndale's $50M inventory offers the broadest range of products available for quick delivery. Tyndale employs a full-time inventory planning team to manage resources, optimize product availability, and streamline delivery – benefitting wearers and management alike. We dedicate resources to ensure inventory is strategically stocked in the right combination of color, size, and style, so workers with varying body types are outfitted quickly with the protective clothing needed to stay safe on the job.

5. The City will accept late delivery on backordered items only. A notification that an item is on backorder must be sent to the appropriate employee e-mail within 7 calendar days of order placement.

Tyndale's Response:

Tyndale acknowledges Ocala's acceptance of late deliveries on backordered items only. Employees are emailed when an item on their shipment is placed on backorder with follow up emails sent monthly. Tyndale's site also quote estimated ship date (ESD) for each item before the order is finalized so employees know when to accept their purchases.

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REPLACEMENT ITEMS

1. If a manufacturer discontinues a garment specified in this contract during the period of the contract the Vendor will identify another garment of equal or greater quality for substitution (with the approval of the City).

Tyndale's Response:

Tyndale's dedicated account management team communicates directly with Ocala regarding any discontinued items. Once an item is discontinued, Tyndale work with Ocala to add a similar replacement garment to Ocala's program.

WARRANTY

1. The Vendor warrants that all goods and services furnished to the City shall be in accordance with specifications and free from any defects of workmanship and materials.

Tyndale's Response:

When purchasing from Tyndale, you can feel confident that items are free of defects. In the unlikely event of a product defect, our unique position as a manufacturer and distributor allows us to warrant all garments against manufacturing or fabric defects for the useful life of the garment.

2. The Vendor warrants that goods furnished to the City shall be merchantable and fit for the City's described purposes, and that no governmental law, regulation, order, or rule has been violated in the manufacture or sale of such goods.

Tyndale's Response:

Protecting Ocala's workforce with premium, reliable garments is something we are particularly proud of. All products are vetted by Tyndale for safety compliance, quality, and reliable delivery before they're offered for Ocala's consideration.

3. The Vendor shall provide information on a return and refund policy, which shall include embroidered and non-embroidered items.

Tyndale's Response:

An employee can return any unwashed, unworn, unaltered, and unembellished item(s) to Tyndale within 60 days for virtually any reason. Ocala does not pay for return shipping or any restocking fees. To return an item, the employee simply logs into the online ordering website and prints a return shipping label, or contacts Tyndale Customer Service to request a label, for eligible items. From there, the employee encloses the return in a shipping container, affixes the no-charge shipping label to the outside, and passes the shipment along to UPS. Employees may return logoed items. If Ocala chooses to allow returns of embellished garments, Tyndale requests including consignment provisions for handling logoed inventory in the contract. Employees receive their replacement products or account credit promptly – typically within two business days from receipt at our distribution facilities.

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4. At a minimum, if an article of clothing is delivered damaged or is a different item/size/color/etc. than that requested by the City and City notifies Vendor within thirty (30) days after delivery is received and accepted then corrections, repairs or replacement shall be performed by the Vendor at no additional charge.

Tyndale's Response:

If an item is delivered damaged or if a different item/size/color/etc. is delivered, Tyndale makes it right for no additional charge. We accept the return of garments within 60 days for virtually any reason as long as they are unwashed, unworn, and unaltered. Additionally, Ocala employees may request basic repairs, repair kits, and routine alterations of select items – free of charge.

INVOICING

1. The following information shall be provided on the invoice:

a. Utility Services Department

b. Division and employee name.

c. Departments include: Electric and Fiber Network.

d. Electric Department Divisions include: T&D, AMI and Substation.

e. Departments/Divisions may be added or deleted as the City deems necessary.

f. Duplicate shipping statements shall be provided with invoices.

Tyndale's Response:

While we do not provide duplicate shipping statements (f), Tyndale is happy to include the rest of the requested information outlined above on each invoice per Ocala's request.

PRICING AND AWARD

1. Vendor shall provide pricing as a discount off catalog price. Vendors shall include any additional optional costs in their proposals for things such as embroidery, rush, shipping, alterations, sizing, oversize and tall sizes. Any changes to the list price in the catalog, the City must be notified of 30 days prior to effective dates.

Tyndale's Response:

While we do not provide discount pricing off our catalog, Tyndale offers price-competitive garments particularly within the context of a fully managed allowance program. Please see *Attachment 8: Tyndale Pricing for City of Ocala* for embroidery charges, pricing options regarding oversized garments, and additional pricing information. Tyndale's pricing is inclusive of critical services like our advanced online ordering system, dedicated account management, individualized delivery, strict spend enforcement, customized reporting, monthly detailed billing, direct-to-user support, and more – all integrated into your program at no additional cost. In response to pricing changes, Tyndale assesses pricing at six months and provides Ocala with any necessary updated pricing. Rest assured, price increases are based on documented increases from manufacturers and supporting documentation is provided to substantiate any increases upon request. Tyndale gives Ocala 30 days' notice to accept our updated pricing before we implement them into Ocala's program. If Ocala does not agree to increases, Tyndale has the right to remove those items from the program. Tyndale is happy to work closely with Ocala to propose a lower cost alternative if available.

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Attachment 2: Tyndale's Response to City of Ocala's Qualifications and Experience; Staffing Plan; Customer Service; Responsiveness

A. **Qualifications and Experience; References:** 1. Provide qualifications, resumes, and experience of the team for this project based on the elements of this solicitation.

Tyndale's Response:

Please see *Attachment 3: Tyndale's Resumes for City of Ocala* for qualifications, resumes, and experience of our account management personnel in regards this project.

2. Emphasize the specific qualifications and experience as it relates to the Scope of Work for the key team members including references and contract/project descriptions.

Tyndale's Response:

Please see *Attachment 3: Tyndale's Resumes for City of Ocala* for specific qualifications and experience of our account management personnel as it relates to Ocala's scope of work. Please see *Attachment 4: Tyndale References for City of Ocala* for references and contract/program descriptions.

3. Identify and provide in-depth information for the proposed project manager's qualifications, track record and relevant experience.

Tyndale's Response:

Please see *Attachment 3: Tyndale's Resumes for City of Ocala* and *Attachment 4: Tyndale References for City of Ocala* for the qualifications, track record and relevant experience of our account management personnel.

4. Provide Submit a minimum of two (2) references from recent work performed similar to what is being proposed.

Tyndale's Response:

Please see *Attachment 4: Tyndale References for City of Ocala*.

B. **Staffing Plan:**

1. Specify the names of the persons who will be authorized to give and support information, both in writing and oral presentation, for your company.

Tyndale's Response:

Brian Morris and Christina Gilbride are authorized to support Ocala in every capacity for the contract term.

2. Provide their titles, addresses, and telephone numbers.

Tyndale's Response:

Brian Morris, National Account Executive, is based remotely in Louisiana. 215-766-5660 Ext. 726
Christina Gilbride, Account Manager, 5050 Applebutter Rd, Pipersville, PA 18947, 215-766-5660 Ext. 647

C. **Customer Service Responsiveness:**

1. As required in Exhibit A – Scope of Work.

Tyndale's Response:

Tyndale meets or exceeds Ocala's requirements. Please see details provided in *Attachment 1: Exhibit A – SCOPE OF WORK – Tyndale's Response*.

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Attachment 5: Tyndale's Response to City of Ocala's Methodology; Ease of Use; Availability of Items

D. **Methodology Ease of Use; Availability of Items:**

1. Convey a clear understanding of the nature of the work outlined in Exhibit A - Scope of Services and your methodology to accomplish it.

Tyndale's Response:

The nature of the work outlined in Exhibit A aligns closely with our standard offering and we know we can lead the way to Ocala's next generation program. Please see *Attachment 1: Exhibit A - SCOPE OF WORK- Tyndale's Response for complete details.*

2. Description of the ordering mechanism for employees and administrators.

Tyndale's Response:

Please see *Attachment 6: Tyndale Detailed Service Specification* for a description of our online ordering platform for Ocala employees and administrators. Please also watch our website demonstration video for an overview: https://vimeo.com/795346769/78475c9572

3. Description of the catalog building process, and timeline to start purchases.

Tyndale's Response:

Tyndale works closely with Ocala to ensure a streamlined approach to selecting arc-rated and flame resistant clothing for inclusion in the catalog so that it aligns with all business and industry requreiemnts. Implementation of Ocala's custom online ordering website typically takes about two months as long as key decisions are made in a timely fashion.

4. Description of any value-added services (fitting, consultations, website development, etc).

Tyndale's Response:

Please see *Attachment 6: Tyndale Detailed Service Specification* for details of our value added services.

5. Communication and coordination.

Tyndale's Response:

Your National Account Executive ,Brian Morris and Account Manager Christina Gilbride ,serve key safety and supply contacts – including after-hours to provide emergency service. Your Account Specialist, Liz McDonald serves front-line managers and supervisors and handles day-to-day program changes and updates. Our knowledgeable US-based Customer Service team supports employees with questions or issues. Representatives are available at 800-356-3433 from 7am – 8pm (ET) Monday through Friday. Calls are answered by live representatives in our Pipersville, PA headquarters location with a 90%+ first call resolution; average hold time is under two minutes.

6. Description of the billing process.

Tyndale's Response:

Please see *Attachment 6: Tyndale Detailed Service Specification* for the billing options we provide.

7. Information which will assist the City to determine the vendor's capability of performing the work.

Tyndale's Response:

Please see *Attachment 1: Exhibit A - SCOPE OF WORK- Tyndale's Response*.

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Attachment 6: Tyndale Detailed Service Specification
Tyndale's Full-Service Managed Program for Arc Flash Protection

Tyndale Enterprises, Inc. ("Tyndale") provides an employee-based Managed Apparel Program, customized to the needs identified by the City of Ocala's (Ocala) hazard analysis. Tyndale's program supports compliance with all applicable safety standards and test methods.

By leveraging Tyndale's direct-purchase service program, each of your workers receives a Ocala-funded annual allowance or allotment from which they can purchase a preferred combination of Ocala-approved arc-rated and flame resistant (AR/FR) clothing and other Personal Protective Equipment (PPE). Choose Tyndale and unlock unparalleled benefits:

- Custom online catalog containing Ocala-approved AR/FR clothing that provides all-season comfort and protection.
- Efficient, secure, and user-friendly online ordering using a Ocala-funded allowance or allotment – the site offers strict spend enforcement, OSHA audit trail, and retail style features.
- Employees may buy beyond Ocala's funds by providing a personal credit card, making payment directly to Tyndale.
- Each employee is treated as an individual customer with regard to ordering, individual order packaging, customer support, and return, exchange, and repair transactions.
- Management receives accountable service from a designated account management team who is intimately familiar with your clothing program and maintains accountability for its success, and wearers receive direct support from our US-based Customer Service team.

Equip your workers with a Tyndale clothing program, and harness the power of choice to maximize program success at the employee level:

- Comfort: Choice ensures wearers find garments that fit, are comfortable, and enjoyable to wear while also meeting Ocala's image requirements.
- Safety & Compliance: By allowing workers to choose based on personal preference, you ensure satisfaction with the program and compliance with safety standards. Workers wear the clothing – and wear it properly.
- Satisfaction & Engagement: Garments with the latest styles and technologies can be adopted into the program quickly, keeping workers interested and satisfied.

Flexible service and a full suite of value-adds, further outlined below, ensure Ocala receives the lowest total cost of ownership, particularly when compared to rigid competing programs that require substantial daily/weekly administrative oversight:

Customer Support
We're in the protective clothing business so you don't have to be. Using a three-tiered approach, all employees throughout your organization receive the same accountable service and support from real people, offering real solutions:

- Your National Account Executive and Account Manager serve key safety and supply contacts – including after-hours to provide emergency service.
- Your Account Specialist serves front-line managers and supervisors and handles day-to-day program changes and updates.

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- Our knowledgeable US-based Customer Service team supports employees with questions or issues. Representatives are available at 800-356-3433 from 7am – 8pm (ET) Monday through Friday. Calls are answered by live representatives in our Pipersville, PA headquarters location with a 90%+ first call resolution; average hold time is under two minutes.

Eliminate back and forth between employees and supervisors. Our comprehensive support system saves administrative time because we work directly with wearers to answer program-specific questions and handle all communication with various clothing suppliers as necessary.

Products and Inventory

Orders are picked and shipped from our extensive inventory of AR/FR products. We perpetually stock sufficient quantities of core products and maintain an average 90% fill rate – meaning items are on our shelves and available to ship when orders are placed.

- Employees receive their order quickly from our deep inventory – $50M on-hand – at our distribution centers in Pipersville, PA and Houston, TX.
- Tyndale offers a wide selection of garments compliant with OSHA 29 CFR 1910.269, providing arc flash protection.
- Inventory is strategically stocked by our full-time inventory planning team, which provides forecasting data to key suppliers months in advance with the help of sophisticated forecasting algorithms that employ machine learning.
- Extensive inventory offers employee choice, which increases satisfaction. When wearers are satisfied with their options, they are more likely to wear them consistently and properly.
- With stock sizes ranging from Small to 5XL and Long/Tall sizes, Tyndale offers the broadest range of products available for all body types.
- Committed to offering the largest selection of women's protective clothing in the industry, Tyndale proudly manufacture a complete line of FR designed specifically for women and has continuously developed new women's products, expanded our offerings from leading FR brands, and increased our on-hand inventory. Tyndale also offers maternity options, including an FR maternity bib overall and women's maternity pants.
- As both a manufacturer and distributor, Tyndale offers the largest assortment of American-made AR/FR clothing products.
- Tyndale's primary US-based supply chain ensures consistent, reliable product supply. Tyndale brand garments are substantially manufactured in six locations across the USA – delivering flexibility in response to demand signals and ensuring production continuity in the event a facility is impacted by an outage or crisis.
- Tyndale is also a leading distributor of every major FR brand in the market, including Ariat, Bulwark, Carhartt, Wrangler, and many others.
- Enjoy premier access to the latest products, collaborative efficiencies, supply chain continuity, and the best delivery in the industry – a direct result of our strategic vendor partnerships with three key FR fabric makers and eight leading FR garment manufacturers.
- Quality is one of our core values. Tyndale conducts rigorous garment inspections on both distributed and Tyndale-manufactured garments for quality assurance.
- Tyndale's system provides for direct-to-user tracking of each Tyndale-made product all the way from the employee's profile back to its original lot of fabric. In the event of an OSHA audit, Tyndale can isolate all the employees who have ever received a garment made from that lot.
- All Tyndale-made products offer an exterior label featuring both the calorie rating and PPE category (CAT) level – making spot-checks easy.

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Industry Expertise
With Tyndale, you have access to some of the most knowledgeable experts in the AR/FR clothing industry, including your dedicated National Account Executive and Tyndale's Vice President of Corporate Strategy and Technical, Scott Margolin. We are well-versed on the standards that impact worker safety and serve as active participants in organizations like ASTM, NSC, EEI, and IEEE that maintain responsibility for establishing those very standards. Regularly, Tyndale:

- Publishes informative articles on our industry leading blog.
- Sends emails with timely and relevant topics to safety professionals and wearers.
- Updates our resources so you have on-demand access to current information.
- Tyndale supplies 95% of the electric utilities in the USA with AR/FR apparel.

Gain peace of mind that you've partnered with an experienced provider. We pioneered managed apparel programs as the industry benchmark and have provided customized programs to leading energy corporations throughout the USA and beyond since 1981. Tyndale:

- Supplies FR clothing to over 50 Fortune 500 companies
- Has 67 accounts with 1000 or more wearers (representing 224,771 wearers within those accounts).
- Is among the top 3 FR clothing suppliers in the market, outfitting over 325,000 wearers.

Tyndale's Vice President of Corporate Strategy and Technical, Scott Margolin, has more than 30 years of experience in protective apparel, conducting thousands of arc flash and flash fire tests aimed at understanding real world hazards and PPE performance through his career. He has also served as a Subject Matter Expert to OSHA, NFPA, NJATC, ASSE, NECA, and others on a variety of FR/PPE and thermal hazard issues. Scott is on board as Tyndale's lead resource for any technical questions or issues that arise.

Rob Whittenberger, President of Tyndale, brings over 20 years of involvement in the safety community to fruition as he pursues his ultimate mission of "providing an enjoyable uniform experience" for workers across the country with FR safety apparel needs. Actively involved in the American Society of Testing Materials (ASTM) for over 15 years, Rob has participated in numerous task groups and committees related to FR clothing and served as the Chair of the Task Group to create a standard on home laundering FR clothing. He is a member of NFPA, ASSE, National Safety Council, and a participant in OSHA proceedings related to worker safety.

A true litmus test for suppliers, COVID-19 presented both unique challenges and opportunity for innovation. Tyndale's response led the industry, demonstrating the financial and supply chain stability to safely and reliably deliver products – including flexibly diverting significant production capacity to manufacturing FR face masks, maintain service levels, and create both educational resources and digital versions of key services like the Tyndale 360° experience.

AR/FR Clothing Safety Resource Hub
Access an expansive online resource hub containing timely, educational information and videos to help you and your employees stay up to date on the latest developments in the AR/FR clothing industry. Resource pages include links to:

- Website: Industry-leading blog, FR Safety Library, FAQs, and videos.

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- Webinars: Join live or watch our webinars to learn about AR/FR clothing from all angles – when and where it's most convenient to you. In each session, you'll find interesting information that's backed by data and supported by video.
- Real World Demonstration Videos: Tyndale continually invests in creating real world demonstrations of garment performance in full-scale arc flashes and flash fires to bring to life why wearing AR/FR clothing – and wearing it properly – matters.
- Clothing Collections: Tyndale manufactures our own line of high quality, price competitive garments – including American-made products. Each of our three Tyndale collections – Versa, Classic Casual, and Workwear – offer unprecedented comfort, style, durability, and quality.
- And more! View all of Tyndale's informational resource pages here.

Digital Catalog & Online Ordering

Say goodbye to subpar websites. More than 80% – and counting – of all Tyndale orders are placed online, and the average wearer only visits our website to place an order once or twice a year. As a result, we're motivated to make a great impression and committed to providing an exceptional and easy user experience on our website for both the employee and management.

- Employees use Tyndale's custom website to check allowance balances, view order history, place orders, check stock, check the status of an order, track a shipment, and more – anytime, 24 hours a day, seven days a week.
- The online catalog displays only items that employees are authorized to purchase, and all products are vetted by Tyndale for safety compliance, quality, and reliable delivery before they're offered for Ocala's consideration.
    - Customize online catalog offerings to the needs of distinct groups within your organization. You can easily restrict which workers wear which products, according to budgeting, protective needs, and image requirements.
    - Comprehensive information is displayed for each product – description, size range, color(s), fabric content – as well as photos, care instructions, and manufacturer-specific information. Users can even filter products by various categories – gender, attribute, brand, color, fabric, size, and more.
    - Tyndale's 800 number is displayed prominently on the website to encourage employees to deal directly with Tyndale and avoid lost work time.
- A web-chat feature – as well as a helpful video guide – are available on the login page to assist employees with accessing their Tyndale accounts.
- When employees need clothing quickly, they simply activate Tyndale's In-Stock filter to shop from program items that are on our shelves and available to ship quickly – typically within seven (7) days.
- All products include user-generated product ratings and reviews, a powerful tool enabling workers to choose products based on peer feedback.
- Employees know when to expect their products. Once color, size, and logo requirements are selected, an Estimated Ship Date (ESD) is quoted for each item before the order is finalized. For orders placed with Tyndale's customer service department, ESD is also quoted by phone before the order is finalized.
- Orders can be placed online or by phone.

If administrative users would prefer to place orders on behalf of multiple employees, they can do so quickly and easily through the Supervisor Portal. Administrators access information and check employee and account status. This, in turn, maximizes worker productivity

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Deal of the Month
Saving you money and enabling your employees to purchase even more with their program funds, Tyndale offers the opportunity to feature specific sale items through Tyndale's managed portal for wearers.

- Featured Deal of the Month (DOTM) sales items are shared by Tyndale and pre-approved by Ocala management.
- DOTM functionality promotes sale items available to workers online.
- When employees log in to the managed site, DOTM items are highlighted on the homepage and on the side of the ordering site.
- DOTM helps employees maximize their purchasing power.
- DOTM items are updated monthly.

Automated Program Management System
Tyndale's automated allowance/allotment management system maintains a complete profile of each eligible employee, containing the employee's name, ID number, work location, job classification, sizing statistics, allowance balance, and history of allowance purchases.

- The profile allows for simple access to all account information, ensuring that all employee purchases are tracked and reported.
- Employees cannot spend beyond their set allowance amount without providing a personal payment method – ensuring all budgetary requirements are met.
- Management may opt to either "carry over" or "zero out" unused allowances at the end of a period.
- Adding or removing employees to the program is simple – the employee's supervisor or a program administrator completes a short action form and sends it to your company's dedicated Account Specialist.
    - Once the action form is received, the new hire is enrolled within 24-72 hours.

Individualized Delivery System
Employees receive individualized service and comprehensive support throughout the ordering and delivery process:

- Each order is processed and packaged individually and delivered to the employee's home or work location, based on your Ocala's preference.
- Within each order, employees receive a packing list that serves as a record and informs employees of their account status.
- Employee packing lists include the employee's name, ID number, work location, job classification, opening allowance, value of the order, ending allowance, and items ordered, shipped, and backordered. No arduous guesswork, common with other suppliers!
- To encourage employees to deal directly with Tyndale for questions, returns, exchanges, issues, etc., packing lists prominently feature Tyndale's 800 number and web address.
- All shipments include intuitive care instructions in a convenient format designed to be kept near the home washing machine.

Group deliveries to one location are accompanied by a master detail packing list that serves as a checklist and audit trail. For easy reference, the master detail packing list is organized by job classification and alphabetically by name.

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Reporting
Minimize administrative oversight while keeping your finger on the pulse of the program through comprehensive reports provided on a regular basis by Tyndale.

- Our automated program management system records quantities, styles, descriptions, colors, sizes, lengths, prices, logos, order dates, ship dates, shipment numbers, sales order numbers, shipping addresses, billing addresses, PO numbers, payment terms, shipping terms, shipping charges, notes, and alterations.
- Details are recorded for all orders, shipments, employee payments, returns, and repairs, and organized by employee as part of the Employee Profile.
- Standard reports include Units and Volume Reports and Leftover Allowance Reports.
- Additional custom reports are available upon request – generally within 48 hours. Once created, custom reports can be provided on a regular schedule as your needs require. In the event a custom reporting request is particularly complex, Tyndale provides a quote for the development work and can typically recommend a lower- or no-cost alternative.
- Receive our full range of reports by email.

Invoicing
Say hello to transparent invoicing that makes sense. Ocala receives invoices that are straightforward – concise, accurate, simple, and flexible. Choose from several formats that show both summary and detail information.

- Statement Billing, where Tyndale submits a single monthly invoice for all shipments that occurred within that month, is the most popular billing option.
- Ocala may also opt for credit cards, invoices that accompany each shipment, evaluated receipt settlement, or electronic invoicing via email to make payment as easy as possible.
- Oversize charges, cut-to-order charges, and shipping charges can be either deducted from the employee's allowance at the time of order or billed directly to Ocala, outside of the employee allowance.

Forecasting
Sophisticated forecasting ensures your employees receive the products they need when they need them. For both Tyndale-made and distributed garments, our multi-departmental process is driven by technology. Tyndale's full-time inventory planning team utilizes software systems and partners with Sales and Manufacturing to produce a forecast utilized internally and externally to manage resources, optimize product availability, and streamline delivery – benefitting wearers and management alike!

- Forecasting allows us to offer you the shortest delivery intervals possible. We dedicate resources to ensure your selected products are in our warehouse in the right combination of color, size, and style, so they're ready to ship when your employees place their orders.
- Inventory forecasting is fully automated and managed by Tyndale's inventory planning team through John Galt Atlas Software.
- Tyndale's forecast is evaluated monthly, and adjusted frequently, to reflect changes as they occur.
- We know you rely on maximum product availability with minimal lead times. We provide forecasts on a rolling basis to our fabric manufacturers and key vendors to ensure a smooth-running program.

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Tyndale Mobile App and Layering Tool
Tyndale is committed to providing the most user-friendly purchasing experience. Your employees can take advantage of our mobile app to order AR/FR clothing and access helpful resources – including our Layering Tool – directly from their device whenever and wherever it's most convenient for them.

- Access Tyndale's Mobile app from any web-enabled smartphone or tablet to browse products, place orders, check order status, browse blog articles, watch videos, and more.
- Layering AR/FR clothing is not as simple as adding the arc ratings of two or more garments together. Garments must be tested together to determine their system arc rating. Luckily, Tyndale's Layering Tool – accessible through the Tyndale Mobile App or managed website – eliminates guesswork from the safety equation.
    - The most robust, proprietary tool of its kind in the industry, Tyndale's Layering Tool places the data employees need to meet Ocala's compliance requirements at their fingertips.
    - Employees can reference this tool to find the combined protection level of two or more garments from your catalog.
    - The tool also tracks employees' program purchase history, enabling them to reach a desired level of protection by layering new items from their catalog with garments already in their closet.

Returns and Exchanges
Returns are quick, easy, and free:

- An employee can return an unwashed, unworn, unaltered, and unembellished item to Tyndale within 60 days for virtually any reason.
- Ocala does not pay for return shipping or any restocking fees.
- To return an item, the employee simply logs into the online ordering website and prints a return shipping label, or contacts Tyndale Customer Service to request a label, for eligible items. From there, the employee encloses the return in a shipping container, affixes the no-charge shipping label to the outside, and passes the shipment along to UPS.
- Employees may even return logoed items. If Ocala chooses to allow returns of embellished garments, Tyndale requests including consignment provisions for handling logoed inventory in the contract.
- Employees receive their replacement products or account credit promptly – typically within two business days from receipt at our distribution facilities.
- Employees may also request basic repairs, repair kits, and routine alterations of select items – free of charge.

Tyndale 360° Events: Choose Your Own Experience – In-Person or Virtual
When entering a new clothing program, or as your needs for AR/FR clothing evolve, employees understandably have questions about the program and the new garments they are required to wear. That is why we are pleased to include a Tyndale 360° event as part of the managed program implementation process. What is included in a Tyndale 360° event, and how does either a virtual or in-person event work? For in-person events:

- Tyndale works with you to determine the best time and place to hold your Tyndale 360° event.
- Tyndale Field Sales Representatives bring a sampling of garments specific to your program for employees to view style, fabric, and fit prior to ordering.
- During this time, representatives are available to answer any questions wearers might have related to your Ocala's program and/or garment selection.

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The virtual format for Tyndale 360° events offers all the same benefits as the in-person experience while maintaining safety protocols.

- We schedule an online meeting with employees, and they join virtually.
- We provide the same educational information as we would during traditional in-person Tyndale 360° events.
- Our comprehensive tools make it easy to outfit workers effectively without any in-person contact.

The Tyndale 360° Experience was created to streamline our traditional “onsite fittings” and provide a complete service to assist employees with all aspects of the program, garments, and care/maintenance. Correct fit and comfort is paramount when choosing the correct AR/FR clothing, which can save lives in the event of an arc flash.

Product Warranty

When purchasing from Tyndale, you can feel confident that items are free of defects. In the unlikely event of a product defect, our unique position as a manufacturer and distributor allows us to warrant all garments against manufacturing or fabric defects for the useful life of the garment.

- Tyndale guarantees all AR/FR we sell to maintain its flame resistance throughout the useful life of the garment so long as home laundering instructions are followed, and bleach is not used during laundering. Home laundering instructions accompany each shipment, so your employees know how to care for their clothing properly.
- Whether manufactured by Tyndale or one of our suppliers, Tyndale repairs or replaces any garment at no charge that is determined at Tyndale’s sole discretion to have a manufacturer’s defect. In the rare event of a defect, Tyndale replaces the garment and deals directly with the garment manufacturer on your behalf.

In-House Logo and Embellishment Services

Present a professional image and maintain strong branding in the field with quality logo customizations. Using state-of-the-art equipment and materials, our highly trained staff of embellishments professionals provide embroidery, heat transfer, and reflective striping services.

- FR thread is available in 15 colors. Non-FR rayon thread is available in a wide range of 100+ colors with some Pantone matching capabilities. We match your design as closely as possible with color options available.

Data Security

Rest assured, the information you entrust to Tyndale for us to provide a managed AR/FR clothing program is secure through our comprehensive data security practices. While we do not collect or store sensitive personally identifiable information (PII) or credit card information, we take pride in protecting any data shared, including employee names, email addresses, and more.

- Our practices are third-party audited to ensure compliance with Payment Card Industry Data Security Standards (PCI-DSS). Accordingly, to maintain certification, Tyndale completes the PCI Self-Assessment Questionnaire (SAQ) and submits to quarterly third-party scans of our network for vulnerability.
- Payments for orders placed via our custom online ordering website for managed apparel programs and in our physical retail stores utilize PayTrace, a secure PCI-compliant third-party payment processor. Customer credit card information is encrypted and never stored by or visible to Tyndale.

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- Networks are monitored on a 24x7 basis. In the event of suspicious activity, our Intrusion Prevention System blocks the activity and notifies Tyndale for additional follow-up. Any unusual activity is followed up on immediately.
- Tyndale employees are given security permissions based on specific job functions and manager's direction. Additionally, all Tyndale employees are required to abide by an established Code of Conduct and Confidentiality Policy, and Tyndale takes a zero-tolerance approach in enforcing these policies.
- By utilizing both a self-owned data center as well as a managed co-location facility, we ensure redundancy for disaster recovery purposes.

Factory Store Locations and Services
To better serve wearers, four Factory Stores and Service Centers in locations across the USA – Williamsport, PA; Midland, TX; Oklahoma City, OK; and Concord, CA – have inventory on the shelves. These Factory Stores allow your employees to see, feel, and try on an unmatched selection of high-quality AR/FR before you buy – typically available to take home the same day. Tyndale stores:

- Are a one-stop shop for keeping your workers safe, comfortable, and compliant with applicable safety regulations.
- Are home to Tyndale's AR/FR clothing product line for men and women, as well as a variety of FR clothing made by other leading manufacturers.
- Offer a wide selection of sizes, including women's sizes.
- Serve retail customers, corporate accounts, and managed programs – employees can spend their allowance/allotment on Ocala-approved items right in the stores!
- Are backed by 40+ years of industry expertise and staffed by knowledgeable professionals.

Tyndale's Environmental, Health, Safety, and Philanthropic Commitment
By choosing Tyndale, you partner with a company that supports your environmental and sustainability goals. Tyndale is dedicated to conducting business in an environmentally responsible manner, benefiting our employee "members" and companies alike. Through conscientious action, raising awareness, and fostering a climate of accountability, we continually seek new ways to improve our practices and minimize our impact on the environment.

- Tyndale's headquarters uses radiant floor heating, which reduces energy costs by 10-40% compared to forced air heating.
- Tyndale uses recycled paper products. We discontinued the purchase of all disposable cups and encourage employees to keep electronic files instead of printed documents.
- Tyndale's Corporate HQ and Pipersville Warehouse locations are 100% landfill-free facilities. All waste is converted to energy through Sustainable Waste Solutions.
- Tyndale's online return process minimizes our impact on the environment; printing a return form and return shipping label only when needed eliminates more than a quarter-million sheets of wasted paper per year.

Tyndale is equally dedicated to our employee "members'" wellness and has a broad variety of programs in place to assist in achieving a healthy lifestyle:

- Complimentary healthy snacks for employees at all company locations.
- Company-sponsored employee Fitbit fitness tracker program and community, encouraging employees to stay active with monthly challenges and prizes.
- Treadmills and ellipticals are provided on-site at PA locations to encourage employee exercise.
- Annual Health Fair to offer free health testing and wellness information. Plus, Employee

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Assistance Program, annual flu shot clinic, stress management workshop, and promotion of smoking cessation programs.
- Sponsorship of employee entry fees to athletic events.
- Tyndale was awarded the 2022 Aetna Workplace Well-Being Award (Silver Winner). We achieved this prestigious award by scoring high in important categories such as health management strategy and best workplace well-being program. Winning at the Silver Level represents Tyndale's ability to go "Above and Beyond" in our efforts to support our members' path to well-being while also contributing to our organization's goal of retaining a workforce that is happy, healthy, and engaged.

As a leading provider of safety products, Tyndale is passionate about leading by example. Tyndale is committed to providing a safe work environment for all our members.
- Tyndale's Safety Committee has been certified by the Commonwealth of Pennsylvania Department of Labor & Industry's Bureau of Workers Compensation since 2010. Backed by our Safety Policy, the Committee promotes a safe and healthy working environment for all employees by maintaining prevention efforts and proactively seeking to minimize the occurrence of accidents in the workplace.
- All employees must complete the "New Hire Safety Training" as part of their orientation and participate in additional training and emergency preparedness drills on an annual basis.
- To enforce a culture of safety at Tyndale, the company maintains a close call and safety suggestion reward program.

Established in early 2017 and led by Tyndale CEO, Gail Whittenberger, Tyndale's Proud to Help Committee was established to give back to the community – in our backyard and across the country. The Committee solicits employee input to select non-profits to actively support throughout the year. Proud to Help gives Tyndale members the opportunity to donate their time and resources to charities that positively impact the lives of others. Over the years, Tyndale has worked with and supported:
- The American Cancer Society
- The ALS Association
- The ASPCA and Humane Society of the U.S.
- The Alex's Lemonade Stand Foundation
- The BEAR – Resource for CPS Kids
- Aark Wildlife Education and Rehab Center
- Ronald McDonald House Charities
- Wounded Warrior Project, and the Travis Manion Foundation
- Local foodbanks, homeless shelters, and other community support entities

Tyndale Commitment to Diversity and Inclusion
Tyndale fully recognizes the value of diversity and inclusion in the workplace and has policies in place that support the company's commitment to diversity and inclusion.
- Tyndale is a Woman-owned Business Enterprise (WBE), independently certified by the Women's Business Enterprise National Council (WBENC) since April 2011.
- Tyndale has committed that Diversity, Equity and Inclusion (DE&I) are non-negotiable traits of our organization. While we have many initiatives to support this position, one of our critical goals is for every Tyndale member to achieve a broader understanding of the core components of DE&I.
- We are an equal opportunity employer – our people are smart, work hard, and get things done.
- Tyndale makes a strong and consistent effort to identify and do business with qualified Diverse Business Enterprises (DBEs). Currently, Tyndale does a substantial amount of business with

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multiple vendors who meet the definition of a DBE, including minority, veteran, and women-owned businesses.

Commitment to Quality Assurance

Protecting your Ocala's workforce with premium, reliable garments is something we are particularly proud of. We are committed to providing products that meet or exceed your requirements and our own expectations of quality. In fact, quality assurance is woven into every step of our manufacturing and distribution process. Our practices – generally outlined below – directly translate to safe and satisfied employees:

- Fabric suppliers are vetted by our Technical committee before a single yard is brought into our facilities for production.
- Tyndale's dedicated team of professionals measure garments during the production process to ensure product consistency, fit, and quality.
- Our robust Acceptable Quality Limit (AQL) process, which sets an acceptable quality level, ensures consistent Tyndale product sizing and quality.
- Our testing lab regularly performs additional, voluntary tests to ensure fabric meets performance specifications.
- Our sophisticated barcode system ensures above 99.9% order fulfillment accuracy (correct garment, size, style, and color, with the appropriate logo).
- Each Tyndale-made garment is traceable by lot number directly to the wearer, and Tyndale permanently maintains lot data.
- Upon receipt to our distribution facility, 20% of all distributed garments undergo a fully-documented inspection process for label placement, flame resistant labeling, and sewing quality.

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Attachment 7: Tyndale's Response to City of Ocala's Price Proposal; As a Percentage Discount Off Catalog (Or Listed) Pricing)

Tyndale's pricing structure does not align with offering a percentage discount off catalog or listed pricing. However, Tyndale is proud to offer price-competitive garments particularly within the context of a fully managed allowance program. Tyndale's pricing is inclusive of critical services like our advanced online ordering system, dedicated account management, individualized delivery, strict spend enforcement, customized reporting, monthly detailed billing, direct-to-user support, and more – all integrated into your program at no additional cost. Please see *Attachment 6: Tyndale Detailed Service Specification*, for more information on our value added services.

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TYNDALE

Attachment 8: Tyndale Pricing for City of Ocala

March 22, 2023

Master Item	Manufacturer	Description	Blended Price	Price	Oversize	Tyndale MSRP
FR Work Shirts			**Blended**	**2-Column**		
K196T	Tyndale	Men's Classic Long Sleeve Work Shirt	$60.85	$57.95	$70.30	$65.00
K193T	Tyndale	Women's Classic Long Sleeve Work Shirt	$60.85	$57.95	$70.30	$65.00
K176T	Tyndale	Men's Long Sleeve Button Down Work Shirt	$63.85	$60.80	$73.15	$68.00
K173T	Tyndale	Women's Long Sleeve Button Down Work Shirt	$63.85	$60.80	$73.15	$68.00
F166T	Tyndale	Men's Lightweight Long Sleeve Button Down Work Shirt	$88.80	$84.55	$101.65	$94.00
F163T	Tyndale	Women's Lightweight Long Sleeve Button Down Work Shirt	$88.80	$84.55	$101.65	$94.00
FR T Shirts						
M010T	Tyndale	Layer 1 Long Sleeve Tee Shirt	$63.85	$60.80	$73.15	$68.00
M013T	Tyndale	Women's Long Sleeve Base Layer - available 8/1/22	$63.85	$60.80	$73.15	$68.00
J02MT	Tyndale	Versa Raglan T-Shirt	$69.85	$66.50	$79.80	$74.00
FR Henley Shirts						
J060T	Tyndale	Men's Three Button Long Sleeve Henley	$66.85	$63.65	$76.95	$71.00
J063T	Tyndale	Women's Three Button Long Sleeve Henley	$63.65	$63.65	N/A	$71.00
FR Hi-Vis Shirts						
M03ST	Tyndale	Hi-Vis Short Sleeve T-Shirt	$110.75	$105.45	$127.30	$117.00
M034T	Tyndale	Hi-Vis LS Shirt with Pocket	$132.70	$126.35	$152.00	$140.00
M134T	Tyndale	Hi-Vis Long Sleeve Button Down Work Shirt	$148.65	$141.55	$170.05	$157.00
FR Work Pants						
M297T	Tyndale	Five Pocket Flex Casual Pant	$119.70	$114.00	$136.80	$126.00
FR Jeans						
J230T	Tyndale	Men's Classic Work Jean	$63.85	$60.80	$73.15	$68.00
J233T	Tyndale	Women's Classic Work Jean	$63.85	$60.80	$73.15	$68.00
M24MT	Tyndale	Versa Regular Fit Jean	$96.80	$92.15	$111.15	$102.00
FR Fleece						
M721T	Tyndale	Zip Front Hooded Sweatshirt	$170.60	$162.45	$195.70	$180.00
M72MT	Tyndale	Men's Versa Full Zip Hooded Sweatshirt	$178.60	$170.05	$204.25	$188.00
M056T	Tyndale	Men's Classic Casual 1/4 Zip Pullover	$117.75	$112.10	$134.90	$124.00
M701T	Tyndale	Hooded Sweatshirt	$159.60	$152.00	$182.40	$168.00
M70MT	Tyndale	Versa Three Button Sweatshirt with Hood	$164.60	$156.75	$188.10	$174.00

Notes:

In addition to the items quoted above, Tyndale offers a broad selection of FR clothing from top brands like Ariat, Bulwark, Carhartt, True North, and Wrangler for your consideration. Pricing for additional items is available upon request.

Freight not included in the price.

Embellishment not included in garment price. Embellishment pricing is as follows:

- Electric Utility LC Embroidered Logo - $3.85 each
- Electric Utility LC Screen Printed Logo in Black - $10.80 each
- Electric Utility LC Heat Transfer Logo - $1.55 each
- Fiber Network LC HT Small Logo in Black - $1.55 each
- Fiber Network LC Embroidered Logo - $4.25 each
- Fiber Network LC Screen Printed Logo in Black - $10.80

Blended price applies to all stock size available from a manufacturer.

2-Column oversize price applies to garments as follows:

- 2XL and higher for shirts, jackets, sweatshirts, etc.
- 44 in (waist) and higher for pants and jeans
- 52 in (chest) and higher for coveralls
- 22 (size) and up for women's pants

Tyndale MSRP is valid for base sizes (20% upcharge for oversize), shipping and logos not included.

Sales tax and any applicable customs, taxes or fees for shipments outside the U.S. are not included in the price of the garment.

Returns accepted within 60 days on unwashed, unworn, and unembellished garments.

Pricing based on Net 30 day payment terms or credit card payment. Pricing valid for 90 days from date of quote.

Purchaser is responsible for all third party fees associated with invoicing, bill payment set-up, and similar fees, such as Ariba.

The prices contained in this document are CONFIDENTIAL and shall not be shared without the express written consent of Tyndale.

Value Added Services

- Best Selection: Extensive AR/FR clothing selection for men and women - including a complete line of American-made options from Tyndale
- Best Delivery: $50M in on-hand inventory helps reduce lead times
- Online Ordering: Fully customized online ordering system displaying only Company-approved items
- Tracking: Direct-to-user garment and spend tracking and reporting
- Account Management: 35+ years of industry expertise, including participation in ASTM, EEI, NFPA
- Tyndale 360 Experience: On-site visits feature training and support, plus a chance to evaluate select garments
- WBE: Certified woman-owned business status
- Hassle-free returns and exchanges: No shipping or restocking fees for any unworn, unwashed, unembellished item returned within 60 days

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Attachment 9



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Your Satisfaction is Our Top Priority

Tyndale is dedicated to providing the best possible experience, and always here to help.

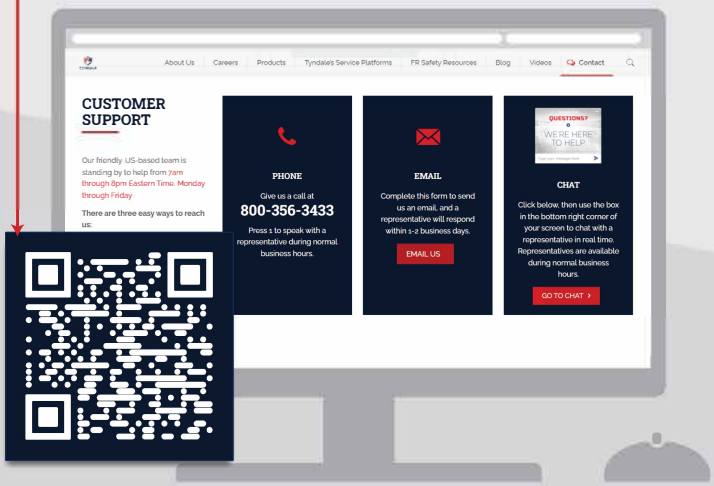


Have a problem or concern?

Our Customer Support team is standing by from 7am through 8pm EST, and we have a complete process in place to ensure prompt resolution.

800-356-3433

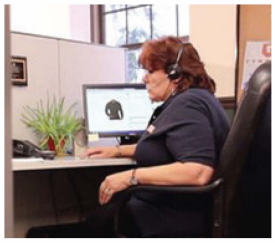
There are three easy ways to reach us. Simply visit us online to reach us in real time by phone or chat – or click "email us" to enter a care request, and someone will contact you to provide assistance within one business day.



www.TyndaleUSA.com/contact-us/#customer-service

We will work diligently within and across our teams to resolve your concern promptly.





We are committed to continually raising the bar on our products and programs; your input will help us identify trends, plan future enhancements, and improve our service for all. Thank you for sharing your feedback.

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MEN'S GARMENT SIZING INFORMATION

Men's Pants - Classic Casual, Workwear and Versa Collections

Size	30	31	32	33	34	35	36	38	40	42	44	46	48	50	52	54	56	58	60	62	64
Waist	31-33"	32-34"	33-35"	34-36"	35-37"	36-38"	37-39"	39-41"	41-43"	43-45"	45-47"	47-49"	49-51"	51-53"	53-55"	55-57"	57-59"	59-61"	61-63"	63-65"	65-67"

Men's Pant Fits

RELAXED FIT | Relaxed fit pants and jeans are cut to provide extra room in the seat and thigh. This style is roomier than regular fit.

REGULAR FIT | This style is considered the "middle of the road" or "average fit." Regular fit pants fall in between relaxed fit and a slim fit.

Men's Workwear & Classic Shirts

Size	Neck	Chest
Small	15"-15½"	41"-43"
Medium	16"-16½	45"-47"
Large	17"-17½"	49"-51"
XL	18"-18½"	53"-55"
2XL	19"-19½"	57"-59"
3XL	20"-20½"	61"-63"
4XL	21"-21½"	65"-67"
5XL	22"-22½"	69"-71"

Men's Versa Shirts

Size	Neck	Chest
Small	15"-15½"	37½"-39½"
Medium	16"-16½	41½"-43½"
Large	17"-17½"	45½"-47½"
XL	18"-18½"	49½"-51½"
2XL	19"-19½"	53½"-55½"
3XL	20"-20½"	57½"-59½"
4XL	21"-21½"	61½"-63½"
5XL	22"-22½"	65½"-67½"

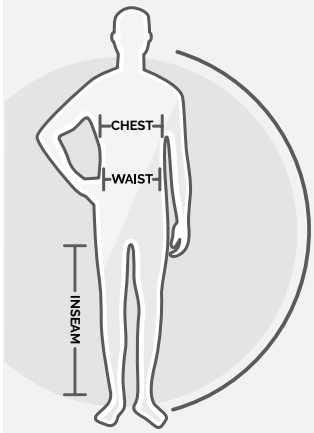
Men's Coveralls

Alpha	Small	Medium	Large	XL	2XL	3XL	4XL	5XL
Body Chest	36-38"	40-42"	44-46"	48-50"	52-54"	56-58"	60-62"	64-66"
Garment Chest	44-46"	48-50"	52-54"	56-58"	60-62"	64-66"	68-70"	72-74"

Numeric	36	38	40	42	44	46	48	50	52	54	56	58	60	62	64
Garment Chest	45-47"	47-49"	49-51"	51-53"	53-55"	55-57"	57-59"	59-61"	61-63"	63-65"	65-67"	67-69"	69-71"	71-73"	73-75"

Note: Regular height is 5' 8" - 6"; Tall is 6' 2" - 6' 4". Long measures 2" longer overall and 2" longer in the sleeves.

HOW TO MEASURE



All numbers listed above are measurements of the garment unless labeled with 'Body'.

NECK | Select a collared shirt that fits you well. Lay the collar flat and measure from the far end of the button hole to the button. Round up to the nearest inch for your neck measurement.

CHEST | Measure just under arms and across shoulder blades at the widest part of your chest. Be sure the tape measure is parallel to the floor. If waist is greater than chest measurement, use waist measurement.

WAIST | At your natural waistline, measure where your pants would normally ride. For an accurate measurement, do not measure over other clothing.

INSEAM | Without shoes; measure on the inside of your leg, from crotch to below your ankle. **Note:** Due to the nature of flame resistant fabrics, pants will shrink approximately 1" in length during the first 25 washings, and will shrink a total of 2" in length during the first 50 washings.

For more information, visit
www.TyndaleUSA.com/fr-clothing-safety-library/frequently-asked-questions/frc-sizing-faqs/

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WOMEN'S GARMENT SIZING INFORMATION

Styled Just for Women

Women are an important part of the workforce, and Tyndale believes every worker should have access to clothing that is both safe and comfortable. That is why we have made the product and inventory commitment to offer the largest selection of women's FR in the U.S.

Women's Shirts

	Size	Chest
XS	0-2	34½-36½"
Small	4-6	37½-39½"
Medium	8-10	40½-42½"
Large	12-14	43½-45½"
XL	16-18	46½-48½"
2XL	20-22	49½-51½"

Women's Coveralls

	Size	Chest
XS	0-2	42½-44½
Small	4-6	45½"-47½"
Medium	8-10	48½"-50½"
Large	12-14	52½"-54½"
XL	16-18	56½-58½"
2XL	20-22	60½-62½"

Women's Pants

Size	4	6	8	10	12	14	16	18	20	22	24	26
Waist	31½"	32½"	33½"	34½"	36"	37½"	39"	41"	43"	45"	47"	49"
Hips	40½"	41½"	42½"	43½"	45"	46½"	48"	50"	52"	54"	56"	58"

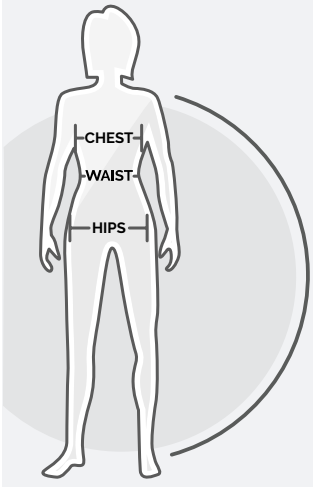
Real Customer Reviews

"I received the new style of Tyndale's F293T FR jeans today, and your team totally hit the mark!"
-Sarah Thomas, Houston, TX

"Great shirt for the ladies. The material is durable just like the ones made for the men's shirt. But this has a feminine look."
[Style K193T]

"Favorite pair of Tyndale jeans, they fit well, are comfortable to work in, and are the most flattering."
[Style F293T]

HOW TO MEASURE



All numbers listed above are measurements of the garment size.

CHEST | Measure just under arms and across shoulder blades at the widest part of your chest. Be sure the tape measure is parallel to the floor. If waist is greater than chest measurement, use waist measurement.

WAIST | At your natural waistline, measure where your pants would normally ride. For an accurate measurement, do not measure over other clothing.

HIPS | Measure the widest point between your natural waist and crotch.

Note: Due to the nature of flame resistant fabrics, pants will shrink approximately 1" in length during the first 25 washings, and will shrink a total of 2" in length during the first 50 washings.

For more information, visit

www.TyndaleUSA.com/fr-clothing-safety-library/frequently-asked-questions/frc-sizing-faqs/

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TYNDALE CLASSIC CASUAL 1/4 ZIP PULLOVER

Item No: **M056T**

7 oz. FRMC Mini Jacquard Knit	INHERENTLY FLAME RESISTANT	constructed with the ultimate comfort, technology, and durability
Long tail for added coverage	NFPA 2112 Compliant	Arc Rating: 9.5 / CAT 2
Made in USA by Tyndale		

SIZE	SML	MED	LRG	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓

COLORS: Black

MADE IN USA FRMC



TYNDALE HI-VIS SHORT SLEEVE T-SHIRT

Item No: **M03ST**

6.9 oz. 55% Modacrylic/ 35% Lyocell/ 10% Para-Aramid	Crew neck	Left chest pocket
ANSI 107 Class 3 compliant	NFPA 2112 Compliant	Arc Rating: 11 / CAT 2
Made in USA by Tyndale		

SIZE	SML	MED	LRG	XL	2XL	3XL
RG LENGTH	✓	✓	✓	✓	✓	✓

COLORS: Fluorescent Yellow

MADE IN USA



TYNDALE HI-VIS LONG SLEEVE T-SHIRT

Item No: **M034T**

6.9 oz. FRMC	INHERENTLY FLAME-RESISTANT	Left chest pocket
Rib-knit collar and cuffs	3M 5535 Reflective Tape	ANSI 107 Class 3 compliant
Exterior Tyndale FR, arc ratings, and CAT labels	NFPA 2112 Compliant	Arc Rating: 11 / CAT 2
Made in USA by Tyndale		

SIZE	SML	MED	LRG	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓
LN LENGTH	✗	✓	✓	✓	✓	✓	✓	✓

COLORS: Fluorescent Yellow

MADE IN USA FRMC

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TYNDALE LAYER 1 LONG SLEEVE T-SHIRT

Item No: **M010T**

4.6 oz FRMC Jersey Knit	INHERENTLY FLAME RESISTANT FABRIC	Designed as a baselayer
Moisture wicking and fast drying	Tagless and flat-lock seam construction for comfort	Lightweight and breathable technology
Exterior Tyndale FR, arc rating, and CAT labels	Arc Rating: 4.6 / CAT 1	Made in USA by Tyndale
NFPA 2112 Compliant		

COLORS:
Gray, Heather Blue, Navy Blue, Tan

SIZE	XS	SML	MED	LRG	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓	✓
LN LENGTH	✗	✗	✓	✓	✓	✓	✓	✓	✓



TYNDALE LONG SLEEVE HENLEY SHIRT

Item No: **J060T**

7 oz. 100% Antex FR Cotton	Standard Fit	Three button placket Rib knit collar and cuffs
Left chest pocket	Orange does not meet ANSI 107 standard for visibility	Exterior Tyndale FR, arc rating, and CAT labels
Moisture wicking	NFPA 2112 Compliant	Arc Rating: 8.9 / CAT 2
Made in USA by Tyndale		

COLORS:
Khaki, Light Blue, Navy Blue, Orange, Red

SIZE	SML	MED	LRG	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓
LN LENGTH	✗	✓	✓	✓	✓	✓	✗	✗



TYNDALE VERSA RAGLAN FLEX KNIT T-SHIRT

Item No: **J02MT**

6 oz 93% FR Cotton 7% Spandex	Contrasting sleeves and torso for classic baseball t-shirt styling	Drop-tail hem for added coverage while working
Raglan sleeves and underarm gussets for easy layering and range of motion		Curved sleeve hem designed for tool handling
Contrast flat seams at sides and down center back	Signature left arm pocket	Moisture wicking
Flexes with your body for added comfort and range of movement	Arc Rating: 8.3 / CAT 2	Made in USA by Tyndale

COLORS:
Carbon, Elmwood Brown & Olive, Vintage Indigo & Gry

SIZE	SML	MED	LRG	XL	2XL	3XL
RG LENGTH	✓	✓	✓	✓	✓	✓
LN LENGTH	✗	✓	✓	✓	✓	✓

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TYNDALE LONG SLEEVE LIGHTWEIGHT BUTTON DOWN WORK SHIRT

Item No: **F166T**

5.5 oz. Westex® DH Air™	INHERENTLY FLAME RESISTANT	Lightweight & breathable technology
Two chest pockets with button down flaps	Exterior Tyndale Fr, Arc rating, and HRC Labels	NFPA 2112 Compliant
Arc Rating: 9.1 / CAT 2	Made in USA by Tyndale	

SIZE	SML	MED	LRG	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓
LN LENGTH	✗	✓	✓	✓	✓	✓	✓	✓

COLORS:
Charcoal, Khaki, Light Blue, Navy Blue





TYNDALE HI-VIS LONG SLEEVE BUTTON DOWN WORK SHIRT

Item No: **M134T**

6.9 oz. FRMC	Two chest pockets with button closure	Button down collar
Side slits at hem to prevent rolling	Reflective striping at chest, back, waist and sleeves	ANSI 107 Class 3 Compliant
NFPA 2112 Compliant	Arc Rating: 11 / CAT 2	Made in USA by Tyndale

SIZE	SML	MED	LRG	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓

COLORS: Fluorescent Yellow





TYNDALE BUTTON DOWN SHIRT

Item No: **K176T**

6oz FR 88% Cotton/ 12% Sateen	True-to-size fit	Button front and button down banded collar
Two button cuffs and box pleat back	Two chest pockets with button flaps	Long tails
Exterior Tyndale FR, arc rating, and CAT labels	NFPA 2112 Compliant	Arc Rating: 9.5 / CAT 2
Made in USA by Tyndale		

SIZE	SML	MED	LRG	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓
LN LENGTH	✗	✓	✓	✓	✓	✓	✓	✓

COLORS:
Khaki, Light Blue, Navy Blue



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TYNDALE CLASSIC WORK SHIRT

Item No: **K196T**

7oz FR 88% Cotton, 12% Nylon FR Twill	True-to-Size Fit	Two chest pockets with flaps and buttons
Sleeve placket with two button cuffs	Exterior Tyndale FR, arc rating, and CAT labels	NFPA 2112 Compliant
Arc Rating: 8.6 / CAT 2	Made in USA by Tyndale	

SIZE	SML	MED	LRG	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓
LN LENGTH	✗	✓	✓	✓	✓	✓	✓	✓

COLORS:
Gray, Khaki, Light Blue, Navy Blue, Orange, Red

MADE IN USA



TYNDALE VERSA REGULAR FIT FLEX FR JEANS

Item No: **M24MT**

12.5 oz. FRMC® Flex Denim	INHERENTLY FLAME RESISTANT FABRIC	Regular Fit
Exterior Tyndale FR labeling on pocket and waistline	Standard five pocket styling	Lightweight & Breathable
Modern fashion wash-color may vary slightly	Flex fabric for comfort and ease of movement	NFPA 2112 Compliant
Arc Rating: 20 / CAT 2	Made in USA by Tyndale	

SIZE	30	31	32	33	34	35	36	38	40	42	44	46	48	50	52
30 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
32 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
34 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
36 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

COLORS: Dark Denim

MADE IN USA



TYNDALE VERSA FIVE POCKET FLEX CASUAL PANT

Item No: **M297T**

8oz FRMC® Flex Basketweave	INHERENTLY FLAME RESISTANT FABRIC	Flex fabric for comfort and ease of movement
Five pocket styling	Double needle inseam for durability	Slash front pockets with cell phone pocket
17" leg opening to fit over boots	Exterior Tyndale FR labeling on pocket and waistline	NFPA 2112 Compliant
Arc Rating: 12 / CAT 2	Made in USA by Tyndale	

SIZE	30	31	32	33	34	35	36	38	40	42	44
30 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
32 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
34 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
36 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

COLORS: Carbon

MADE IN USA FRMC

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COLORS: Denim

TYNDALE CLASSIC RELAXED FIT JEAN

Item No: **J230T**

14.75oz 100% FR Cotton	Waist fits "True to size" across the waistline	18.5" leg opening fits over your boots
One piece waistband with button closure	Standard five pockets	Exterior Tyndale FR, arc rating, and CAT labels
Imported with Made in USA fabric	NFPA 2112 Compliant	Arc Rating: 24 / CAT 2
Imported by Tyndale		

MEN'S PANTS	28	30	31	32	33	34	35	36	38	40	42	44	46	48	50	52	54	56	58	60
28 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
29 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
30 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
31 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
32 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
33 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
34 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
36 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓



COLORS:
Black, Charcoal, Slate / Black

TYNDALE VERSA THREE BUTTON SWEATSHIRT WITH HOOD

Item No: **M70MT**

13 oz. FRMC® Fleece	INHERENTLY FLAME RESISTANT	Moisture wicking and fast drying for comfort
Three piece hood and three button placket	Kangaroo pocket with Tyndale FR exterior labeling	Rib knit cuffs and waistband
American flag patch on left sleeve	Hood designed to fit under a hard hat	NFPA 2112 Compliant
Arc Rating: 23 / CAT 2	Made in USA by Tyndale	

SIZE	SML	MED	LRG	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓
LN LENGTH	✗	✗	✓	✓	✓	✓	✗	✗

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TYNDALE PULLOVER HOODED SWEATSHIRT

Item No: **M701T**

14.5 oz. FRMC Fleece (55%Modacrylic / 45%cotton)	INHERENTLY FLAME RESISTANT FABRIC	Oversized drawstring hood fits over hardhat
Front pouch pocket	Rib knit cuffs, waistband & side gussets	Exterior Tyndale FR, arc rating, and CAT labels
NFPA 2112 Compliant	Arc Rating: 27 / CAT 3	Made in USA by Tyndale

SIZE	SML	MED	LRG	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓
LN LENGTH	✗	✓	✓	✓	✓	✓	✗	✗

COLORS:
Gray, Navy Blue, Orange

MADE IN USA



TYNDALE VERSA FULL ZIP HOODED SWEATSHIRT

Item No: **M72MT**

13 oz. FRMC® Fleece	INHERENTLY FLAME-RESISTANT	Comfortable and durable
Two pockets	Moisture wicking and fast drying for comfort	Rib knit side gussets, cuffs, and waistband
Three piece hood	American flag patch on left sleeve	NFPA 2112 Compliant
Arc Rating: 23 / CAT 2	Made in USA by Tyndale	

SIZE	SML	MED	LRG	XL	2XL	3XL
RG LENGTH	✓	✓	✓	✓	✓	✓

COLORS: Black

MADE IN USA FRMC



TYNDALE ZIP FRONT HOODED SWEATSHIRT

Item No: **M721T**

14.5 oz. FRMC Fleece (55%Modacrylic / 45% Cotton	INHERENTLY FLAME RESISTANT FABRIC	Hood with drawstring fits over hardhat
Front patch pockets	Rib knit waistband	Exterior Tyndale FR, arc rating, and CAT labels
NFPA 2112 Compliant	Arc Rating: 27 / CAT 3	Made in USA by Tyndale

SIZE	SML	MED	LRG	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓
LN LENGTH	✗	✓	✓	✓	✓	✓	✗	✗

COLORS: Navy Blue

MADE IN USA

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TYNDALE WOMEN'S LAYER 1 LONG SLEEVE T-SHIRT

Item No: **M013T**

4.6 oz. FRMC Layer one	Crew neck	Center back flat lock seam for contured fit
Meant to be worn as a base layer	NFPA 2112 Compliant	Arc Rating: 4.6 / CAT 1
Made in USA by Tyndale		

SIZE	XS	SML	MED	LRG	XL	2XL
RG LENGTH	✓	✓	✓	✓	✓	✓

COLORS: Gray, Navy Blue





TYNDALE WOMEN'S LONG SLEEVE HENLEY

Item No: **J063T**

7 oz 100% Antex FR Cotton	Three button placket	Flattering and comfortable to work in
Rib knit collar and cuffs	Long Tails	Left chest pocket
Exterior Tyndale FR, arc rating, and CAT labels	Moisture wicking	NFPA 2112 Compliant
Arc Rating: 8.9 / CAT 2	Made in USA by Tyndale	

SIZE	XS	SML	MED	LRG	XL
RG LENGTH	✓	✓	✓	✓	✓

COLORS: Navy Blue, Orange





TYNDALE WOMEN'S LONG SLEEVE LIGHTWEIGHT BUTTON DOWN WORK SHIRT

Item No: **F163T**

5.5 oz. Westex® DH Air™	INHERENTLY FLAME RESISTANT	Moisture wicking and fast drying for added comfort
Lightweight & breathable technology	Triple needle main seam construction	Two chest pockets with button down flaps
Exterior Tyndale Fr, Arc rating, and HRC Labels	NFPA 2112 Compliant	Arc Rating: 9.1 / CAT 2
Made in USA by Tyndale		

SIZE	XS	SML	MED	LRG	XL	2XL
RG LENGTH	✓	✓	✓	✓	✓	✓

COLORS: Khaki, Light Blue



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TYNDALE WOMEN'S BASIC BUTTON DOWN SHIRT

Item No: **K173T**

6oz FR 88% Cotton/12% Nylon Sateen	Flattering cut	Two button cuffs and box pleat back
Button front and button down banded collar	Two chest pockets with button flaps	Long tails
Exterior Tyndale FR, arc rating, and CAT labels	NFPA 2112 Compliant	Arc Rating: 9.5 / CAT 2
Made in USA by Tyndale		

SIZE	XS	SML	MED	LRG	XL	2XL
RG LENGTH	✓	✓	✓	✓	✓	✓

COLORS:
Khaki, Light Blue, Navy Blue



TYNDALE WOMEN'S CLASSIC WORK SHIRT

Item No: **K193T**

7oz FR 88% Cotton 12% Nylon Twill	Flattering and comfortable to work in	Two button cuffs and box pleat back
Two chest pockets	Long tails	Exterior Tyndale FR, arc rating, and CAT labels
NFPA 2112 Compliant	Arc Rating: 8.7 / CAT 2	Made in USA by Tyndale

SIZE	XS	SML	MED	LRG	XL	2XL
RG LENGTH	✓	✓	✓	✓	✓	✓

COLORS:
Khaki, Light Blue, Navy Blue



TYNDALE WOMEN'S CLASSIC WORK JEAN

Item No: **J233T**

14.75oz 100% FR Cotton	Flattering fit, sits 1" below natural waistline	Button closure at waist & Standard five pockets
Exterior Tyndale FR, arc rating, and CAT labels	NFPA 2112 Compliant	Arc Rating: 24 / CAT 2
Made in USA by Tyndale		

SIZE	2	4	6	8	10	12	14	16	18	20	22	24	26
28 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
29 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
30 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
31 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
32 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
33 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
34 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

COLORS: Denim

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FRC CARE & MAINTENANCE

Arc-rated Flame Resistant Clothing (FRC) is the "last line of defense" in the event of an arc flash or flash fire — there to protect you when all other safety measures and precautions have been unsuccessful in preventing an incident. **Make sure your FRC performs and protects as expected by following these simple steps:**



Don't Use Chlorine Bleach
Chlorine bleach can break down the chemical bond between the flame retardant and the base fabric for certain types of FRC fabrics and can negatively impact color retention and fabric strength for all FRC fabrics.

Always follow the laundering instructions on the garment label for best results.



Don't Wear FRC That is Soiled With Flammable Contaminants
Flammable contaminants — oil, gas, grease, etc. — can ignite during an arc flash or flash fire and cause injury even though the FRC garment will self-extinguish.

Completely remove flammable substances before the garment is worn again. To help with difficult cleaning. Try applying detergent directly to the spot or dry cleaning.



Retire FRC if it is Worn Out
To know when a garment is worn out and should be retired from service, look for thin or "thread-bare" areas, unrepaired holes. excessive wear or abrasion, and damage like rips, cuts, tears, broken closures, or torn, open, or frayed seams. If damage is minor, contact Tyndale to request a repair or a complimentary FRC repair kit. Stop wearing the garment until it is properly repaired using FRC materials.



TYNDALE'S FRC CARE & MAINTENANCE TRAINING SOLUTION:

Visit www.TyndaleUSA.com/frccare to view Tyndale's training video, which covers recommended practices for laundering FRC at home and provides guidance for understanding when a garment should be repaired or retired from service.

HAVE QUESTIONS? NEED ASSISTANCE?

Contact Tyndale at 800-356-3433 today to place an order or request a free FRC repair kit.

For More Information, Visit **www.TyndaleUSA.com**

TYNDALE
PROUD TO PROTECT

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Tyndale Enterprises, Inc. PROUD TO PROTECT

Arc-Rated & Flame Resistant Clothing

Meets ASTM F1506
Complies with OSHA 29 CFR 1910.269 and NFPA 70E
Flash Fire Rated — Meets NFPA 2112

See product descriptions for details. Information presented within this catalog should not be used as a substitute for reviewing OSHA regulations and recognized safety standards or be used to take the place of official employee safety training or hazard analysis. It is the customer's responsibility to determine that the flame resistant clothing selected is appropriate for the intended use and provides the protection level needed for customer's employees to safely perform the job.

Tyndale Locations

DISTRIBUTION CENTERS

Pennsylvania Distribution Center
6120 Easton Rd
Pipersville, PA 18947

Houston Distribution Center
10400 Deer Trail Drive
Houston, TX 77038



RETAIL SERVICE CENTERS

Williamsport Factory Store & Service Center
60 W. Southern Ave.
S. Williamsport, PA 17702
855-FR-Store x622

Midland Factory Store & Service Center
9900 W. Interstate 20, Bldg. #2
Midland, TX 79706
855-FR-Store x635

Oklahoma City Factory Store & Service Center
6300 W. Reno Ave.
Oklahoma City, OK 73127
855-FR-Store x630

Concord Factory Store & Service Center
5816 Pacheco Blvd.
Pacheco, CA 94553
855-FR-Store x766

TYNDALE COMPANY

Headquarters
5050 Applebutter Rd.
Pipersville, PA 18947

CUSTOMER SERVICE:

Our customer service team is standing by from 7am-8pm ET, Monday-Friday. There are 3 easy ways to reach us:

Call:
800-356-3433

Email or Chat:
TyndaleUSA.com/contact-us

Take us with you wherever you go! Our mobile app provides all of your AR/FR resources in the palm of your hand. Access your managed account to shop for AR/FR clothing, keep up with our blog, browse our video library, and more. Search for **'Tyndale'** in your mobile app store. *Available on Apple & Android.*

TO ORDER, VISIT:

shop.TyndaleUSA.com

Please take our customer satisfaction survey: www.TyndaleUSA.com/survey

TYNDALE
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Certificate Of Completion

Envelope Id: D70F22E60AE34A14AB10370485D55C8F
Status: Completed
Subject: FOR SIGNATURE - Agreement for Direct Purchase Uniform Program Management (ELE/230220)
Source Envelope:
Document Pages: 61
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

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10/5/2023 10:31:40 AM
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plewis@ocalafl.org
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Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: DocuSign

Signer Events	Signature	Timestamp
Barbara Fitzgeorge bfitzgeorge@tyndaleusa.com VP Marketing Security Level: Email, Account Authentication (None)	DocuSigned by: Barbara Fitzgeorge BBCA4AD2A88F4A0... Signature Adoption: Pre-selected Style Using IP Address: 172.58.237.231	Sent: 10/9/2023 2:06:22 PM Viewed: 10/9/2023 3:21:11 PM Signed: 10/9/2023 4:14:23 PM
Electronic Record and Signature Disclosure: Accepted: 10/9/2023 3:21:11 PM ID: d9e68cbe-f4e0-4851-91cd-f08b69f02473		
William Sexton wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: William Sexton B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/9/2023 4:14:26 PM Viewed: 10/12/2023 9:09:49 AM Signed: 10/12/2023 9:29:54 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
James P. Hilty, Sr. jhilty@ocalafl.org President Security Level: Email, Account Authentication (None)	DocuSigned by: James P. Hilty, Sr. 6FD4FC329B6F4DF... Signature Adoption: Pre-selected Style Using IP Address: 67.231.58.39 Signed using mobile	Sent: 10/12/2023 9:29:56 AM Viewed: 10/12/2023 9:31:57 AM Signed: 10/12/2023 9:32:38 AM
Electronic Record and Signature Disclosure: Accepted: 2/22/2023 9:50:44 PM ID: 14e56788-1409-4fcd-8b7c-ddcc68b32a87		
Angel B. Jacobs ajacobs@ocalafl.org Security Level: Email, Account Authentication (None)	DocuSigned by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/12/2023 9:32:41 AM Viewed: 10/12/2023 11:09:27 AM Signed: 10/12/2023 11:10:05 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 10/12/2023 11:09:27 AM ID: ccf25471-03f4-4470-b504-633a31463600		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Carmynn Kane ckane@tyndaleusa.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/12/2023 11:10:07 AM
Dawndrea Strohler DStrohler@TyndaleUSA.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/9/2023 1:58:43 PM ID: d241c992-5851-4f2d-aa21-dda4859bf9aa	COPIED	Sent: 10/5/2023 10:40:13 AM Resent: 10/9/2023 1:29:23 PM Resent: 10/12/2023 11:10:07 AM Viewed: 10/9/2023 1:58:43 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/5/2023 10:40:13 AM
Envelope Updated	Security Checked	10/9/2023 1:29:23 PM
Envelope Updated	Security Checked	10/9/2023 1:29:23 PM
Envelope Updated	Security Checked	10/9/2023 2:06:21 PM
Envelope Updated	Security Checked	10/9/2023 2:06:21 PM
Envelope Updated	Security Checked	10/9/2023 2:06:21 PM
Envelope Updated	Security Checked	10/9/2023 2:06:21 PM
Certified Delivered	Security Checked	10/12/2023 11:09:27 AM
Signing Complete	Security Checked	10/12/2023 11:10:05 AM
Completed	Security Checked	10/12/2023 11:10:08 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

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FIRST AMENDMENT TO AGREEMENT FOR DIRECT PURCHASE UNIFORM PROGRAM MANAGEMENT

THIS FIRST AMENDMENT TO AGREEMENT FOR DIRECT PURCHASE UNIFORM PROGRAM MANAGEMENT ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **TYNDALE ENTERPRISES, INC.**, a foreign for-profit corporation duly organized in the state of Pennsylvania and authorized to do business in the state of Florida (EIN# 23-2189889) ("Vendor").

WHEREAS, on October 12, 2023, City and Vendor entered into an Agreement for Direct Purchase Uniform Program Management (the "Original Agreement"), City of Ocala Contract Number: ELE/230220 for a three-year term, from August 2, 2023 to August 1, 2026; and

WHEREAS, City and Vendor now desire to update the pricing schedule attached to the Original Agreement **as Exhibit B**, and update the invoicing information contained in the Original Agreement.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **AMENDMENT TO EXHIBIT B.** The document attached to the Original Agreement as Exhibit B – Price Proposal is hereby deleted in its entirety and replaced with Amended Exhibit B – Price Proposal.
4. **AMENDMENT TO PARAGRAPH 4.C**. The language in Paragraph 4.C. in the Original Agreement is hereby deleted in its entirety and replace with the following language:

   Monthly invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **Ocala Electric Utility**, Attn: **Brittany Craven**, **1805 NE 30th Avenue, Bldg. 400, Ocala, Florida 34470**, E-mail: bcraven@ocalfl.gov and elecamingrp@ocalafl.gov.
5. **NOTICES**. All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

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If to Vendor:	Tyndale Enterprises, Inc. Attn: Barbara Fitzgeorge, VP of Marketing 5050 Applebutter Road Pipersville, Pennsylvania 18947-1808 PH: 215-766-5660 E-mail: marketing@tyndaleusa.com
If to City of Ocala:	Daphne M. Robinson, Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 PH: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
8. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

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IN WITNESS WHEREOF, the parties have executed this First Amendment on 11/13/2025.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by:
Janice Mitchell
55198B43858A4E1...
Janice Mitchell
Chief Financial Officer

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
1A55AB8A8ED84F3...
William E. Sexton, Esq.
City Attorney

TYNDALE ENTERPRISES, INC.

Signed by:
Barbara Fitzgeorge
BBCA4AD2A88F4A0...

By: Barbara Fitzgeorge
(Printed Name)

Title: VP Marketing
(Title of Authorized Signatory)

Docusign Envelope ID: 54867803-2B53-47A2-95B3-AF10C06C1358

National Account	Master Item	Gender	Master Item Description	Base Price
CITOCA	C0CSZ-ORG	Mens	SS T-SHIRT W/PKT 6.1OZ COTTON	$12.00
CITOCA	C0AAC-BLK	Mens	K87 CARHARTT 6.75 OZ WW T-SHIRT	$19.95
CITOCA	C0AAC-BLU	Mens	K87 CARHARTT 6.75 OZ WW T-SHIRT	$19.95
CITOCA	C0AAC-CHT	Mens	K87 CARHARTT 6.75 OZ WW T-SHIRT	$19.95
CITOCA	C0AAC-DES	Mens	K87 CARHARTT 6.75 OZ WW T-SHIRT	$19.95
CITOCA	C0AAC-HGY	Mens	K87 CARHARTT 6.75 OZ WW T-SHIRT	$19.95
CITOCA	C0AAC-NVY	Mens	K87 CARHARTT 6.75 OZ WW T-SHIRT	$19.95
CITOCA	C0CRZ-ORG	Mens	2000 SS TSHIRT 6.1OZ COTTON	$9.00
CITOCA	C0GIZ-BLK	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	$7.00
CITOCA	C0GIZ-CHR	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	$7.00
CITOCA	C0GIZ-CRD	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	$7.00
CITOCA	C0GIZ-GLD	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	$7.00
CITOCA	C0GIZ-LME	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	$7.00
CITOCA	C0GIZ-LSN	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	$7.00
CITOCA	C0GIZ-MGA	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	$7.00
CITOCA	C0GIZ-MRN	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	$7.00
CITOCA	C0GIZ-NVY	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	$7.00
CITOCA	C0GIZ-RBL	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	$7.00
CITOCA	C0GIZ-SND	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	$7.00
CITOCA	C0GIZ-WHT	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	$7.00
CITOCA	C0GIZ-YEL	Mens	PC61 PORT&CO T-SHIRT 100% COTTON S/S	$7.00
CITOCA	C0GJZ-BLK	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	$10.00
CITOCA	C0GJZ-CHR	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	$10.00
CITOCA	C0GJZ-LBL	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	$10.00
CITOCA	C0GJZ-LME	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	$10.00
CITOCA	C0GJZ-MRN	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	$10.00
CITOCA	C0GJZ-NAT	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	$10.00
CITOCA	C0GJZ-NVY	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	$10.00
CITOCA	C0GJZ-ORG	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	$10.00
CITOCA	C0GJZ-RBL	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	$10.00
CITOCA	C0GJZ-RED	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	$10.00
CITOCA	C0GJZ-SND	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	$10.00
CITOCA	C0GJZ-WHT	Mens	PC61P PORTCO SS T-SHIRT W/POCKET COTTON	$10.00
CITOCA	C0NGZ-ORG	Unisex	5250T T-SHIRT 100% COTTON	$7.00
CITOCA	D215C-NVY	Mens	CARHARTT RLXED CARGO WORK PANT 9.7 CAL	$160.00
CITOCA	D291Y-NVY	Mens	ARIAT M4 RELAXED RIPSTOP PANT 10 CAL	$162.60
CITOCA	F026B-FYE	Mens	BULWARK HI VIS LONG SLEEVE HENLEY 8 CAL	$152.65
CITOCA	F02AB-YEG	Mens	BULWARK LGTWHT HI-VIS LS SHIRT 8 CAL	$148.65
CITOCA	F02CY-FYE	Mens	DRIFIRE HI-VIS LS T- SHIRT 10 CAL	$182.55
CITOCA	F02QY-FYE	Womens	DRIFIRE WMNS HI-VIS LS SHIRT 11 CAL	$156.65
CITOCA	F06DY-FYE	Mens	LAKELAND HI-VIS LS3-BUTTON HENLEY 16.4C	$142.65
CITOCA	F06GY-FYE	Mens	LAPCO FR HI-VIS LS HENLEY 16.4CAL	$147.65
CITOCA	F0AQY-FYE	Womens	DRAGNWEAR WMNS PRODRY HIVIS LS HOOD 8.7C	$195.55
CITOCA	F150Y-FYE	Mens	DRIFIRE HI-VIS UTILITY SHIRT 7OZ MODA	$210.50
CITOCA	F151Y-FYE	Mens	LAKELAND HI-VIS LS BUTTON DOWN SHIRT 8.9	$123.70
CITOCA	F15LY-FYE	Mens	DRIFIRE TALL HIVIS BUTTON DOWN WORK SHRT	$231.45
CITOCA	F190Y-FYE	Mens	NSA HI VIS WORK SHIRT 8 CAL	$165.00
CITOCA	F230Y-MDS	Mens	WRANGLER 20X VINTAGE BOOT JEAN 18 CAL	$84.00
CITOCA	F230Y-RNB	Mens	WRANGLER 20X VINTAGE BOOT JEAN 18 CAL	$84.00

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National Account	Master Item	Gender	Master Item Description	Base Price
CITOCA	F231Y-LAS	Mens	ARIAT M4 RELAXED FIT BOOT CUT JEAN 14CAL	$120.70
CITOCA	F236C-MNS	Mens	CARHARTT FR RUGGED FLEX RELAX JEAN 12 C	$130.00
CITOCA	F23FY-AIR	Mens	ARIAT M4 LOW RISE STRETCH JEAN 14 CAL	$124.70
CITOCA	F23JY-KEL	Mens	ARIAT M7 SLIM STECH LITE JEAN	$124.70
CITOCA	F23KY-DNM	Womens	DOVETAIL DX BOOTCUT JEANS 14 CAL	$148.00
CITOCA	F293T-DNM	Womens	TYNDALE FRMC WOMENS RELAXED JEAN 15CAL	$97.80
CITOCA	F770B-FYE	Mens	BULWARK HI-VIS PULLOVER SWEATSHIRT 20CAL	$240.40
CITOCA	F938Y-NVY	Womens	NSA WOMEN'S FR SPORTS BRA 4 CAL	$73.85
CITOCA	F938Y-TAN	Womens	NSA WOMEN'S FR SPORTS BRA 4 CAL	$73.85
CITOCA	F93GY-TAN	Womens	DRIFIRE WOMENS BOY SHORTS 4.9 CAL	$54.90
CITOCA	F93HY-TAN	Womens	DRIFIRE WOMENS SPORTS BRA 4.9CAL	$79.80
CITOCA	F999Y-BLK	Mens	DRAGONWEAR LIVEWIRE BEANIE 32 CAL	$36.10
CITOCA	J189Y-FYE	Mens	LAPCO FR COTTON HIVIS UNIFORM SHIRT 8.7C	$123.70
CITOCA	J230T-DNM	Mens	TYNDALE AMTEX RELAXEDBOOTCUT WORKJEAN24C	$68.85
CITOCA	J230Y-DNM	Mens	WRANGLER FR DNM RELAXED FIT JEAN 24CAL	$77.85
CITOCA	J233T-DNM	Womens	TYNDALE AMTEX WOMENS JEANS 24 CAL	$68.85
CITOCA	J23AY-DNM	Mens	WRANGLER FR DNM SLIM FIT JEAN 24 CAL	$77.85
CITOCA	J23MY-FLT	Mens	ARIAT RELAX FITSTRAIGHTLEG M3 JEAN 20CAL	$101.75
CITOCA	J23MY-SHL	Mens	ARIAT RELAX FITSTRAIGHTLEG M3 JEAN 20CAL	$101.75
CITOCA	J23NY-FLT	Mens	ARIAT WORKHORSE BOOT CUT M4 JEAN 20CAL	$113.75
CITOCA	J770T-FYE	Mens	TYNDALE SIGNAL HIVIS HOODSWTSHIRT 28C	$225.45
CITOCA	J772T-FYE	Mens	TYNDALE SIGNAL HIVIS ZIP FRNT SWTSHT 28C	$235.45
CITOCA	K213T-NVY	Womens	TYNDALE LADIES AMTEX CARGO PANT 12.1 CAL	$90.00
CITOCA	K215T-NVY	Mens	TYNDALE AMTEX UTILITY CARGO PANT 12 CAL	$90.00
CITOCA	K290C-NVY	Mens	CARHARTT FR CANVAS ORG LOOSE PANT 12CAL	$100.00
CITOCA	K290T-NVY	Mens	TYNDALE AMTEX WORK PANT W/RULE PKT 15CAL	$79.80
CITOCA	M034T-FYE	Mens	TYNDALE SIGNAL HI-VIS LS T-SHIRT 11 CAL	$140.65
CITOCA	M134T-FYE	Unisex	TYNDALE SIGNAL HIVIS LS BTNDWN SHIRT 11C	$160.60
CITOCA	M24MT-DDN	Mens	TYNDALE VERSA REG FIT FLEX JEAN 20 CAL	$117.75
CITOCA	M295T-NVY	Mens	TYNDALE FRMC CANVAS PANT 15 CAL	$102.75
CITOCA	M297T-NVY	Mens	TYNDALE VERSA 5POCKET CASUAL PANT 12 CAL	$144.65
CITOCA	M93FT-BLK	Mens	TYNDALE THERMAL HAT 16 CAL	$29.45
CITOCA	S0DJZ-LME	Mens	9118 KISHI HI VIS SHORT SLEEVE SHIRT	$21.95
CITOCA	S0DJZ-ORG	Mens	9118 KISHI HI VIS SHORT SLEEVE SHIRT	$21.95
CITOCA	S0DLZ-LME	Mens	KISHIGO HI VIS BLACK LS SHIRT	$36.95
CITOCA	S0DLZ-ORG	Mens	KISHIGO HI VIS BLACK LS SHIRT	$36.95
CITOCA	S0DMZ-LME	Mens	KISHIGO HI VIS LONG SLEEVE SHIRT	$23.95
CITOCA	S0DMZ-ORG	Mens	KISHIGO HI VIS LONG SLEEVE SHIRT	$23.95
CITOCA	T230Y-DTN	Mens	WRANGLER ADVCED CMFRT JEAN 21 CAL	$85.80
CITOCA	T235B-DNM	Mens	BULWARK RELAXED BOOT STRETCH JEANS 15CAL	$89.80
CITOCA	T257C-NVY	Womens	CARHARTT FR RUG FLEX WORK PANT 11 CAL	$120.00
CITOCA	U199Y-FYE	Mens	NSA DH HI VIS WORK SHIRT 8 CAL	$227.45
CITOCA	W93CY-ANR	Womens	WOOLPOWER WOMENS LONG JOHNS 6.2 CAL	$114.00

Certificate Of Completion

Envelope Id: 54867803-2B53-47A2-95B3-AF10C06C1358
Status: Completed
Subject: SIGNATURE: Amendment 2 - Direct Purchase Uniform Program (ELE/2302200
Source Envelope:
Document Pages: 5
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/14/2025 4:32:15 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Barbara Fitzgeorge BFitzgeorge@TyndaleUSA.com VP Marketing Security Level: Email, Account Authentication (None)	Signed by: Barbara Fitzgeorge BBCA4AD2A88F4A0... Signature Adoption: Pre-selected Style Using IP Address: 72.92.83.99	Sent: 11/13/2025 7:00:15 AM Viewed: 11/13/2025 8:40:47 AM Signed: 11/13/2025 9:01:27 AM
Electronic Record and Signature Disclosure: Accepted: 11/13/2025 8:40:47 AM ID: c5db99cd-ff2a-4243-bb79-840b0c6d0281		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 11/13/2025 9:01:28 AM Viewed: 11/13/2025 2:48:53 PM Signed: 11/13/2025 2:52:06 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 11/13/2025 2:52:08 PM Viewed: 11/13/2025 3:46:51 PM Signed: 11/13/2025 3:47:14 PM
Electronic Record and Signature Disclosure: Accepted: 11/13/2025 3:46:51 PM ID: c0ade9ab-86b3-4be2-9964-65712e594db1		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 11/13/2025 3:47:16 PM Viewed: 11/13/2025 3:47:58 PM Signed: 11/13/2025 3:48:13 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 11/13/2025 3:47:58 PM ID: 8e468b6b-1ce2-4d09-8bb9-e963073fb6a7		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Dawndrea Strohler DStrohler@TyndaleUSA.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/4/2025 6:49:04 PM ID: 30b724f4-1b58-4ecb-b92a-9d693ab0b9a5	COPIED	Sent: 11/13/2025 7:00:18 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/14/2025 4:34:08 PM
Certified Delivered	Security Checked	11/13/2025 3:47:58 PM
Signing Complete	Security Checked	11/13/2025 3:48:13 PM
Completed	Security Checked	11/13/2025 3:48:13 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

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AGREEMENT FOR SUPPLY AND DELIVERY OF ENGINEERING WOOD FIBER SERVICES-AS NEEDED

THIS AGREEMENT FOR SUPPLY AND DELIVERY OF ENGINEERING WOOD FIBER SERVICES-AS NEEDED ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **KEMPFER SAWMILL, INC** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-2436470) ("Vendor").

WHEREAS, on February 15, 2024, City issued an Invitation to Bid for the provision of supply and delivery of engineering wood fiber services on an as-needed basis, No.: REC/240381 (the "Solicitation"); and

WHEREAS, one (1) firm responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, Kempfer Sawmill, Inc., was chosen as the intended awardee to provide supply and delivery of engineering wood fiber services on an-as needed basis; (the "Project"); and

WHEREAS, Vendor certifies that Vendor is qualified and possesses the required experience and licensure.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS**. City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Vendor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

   Exhibit A: Scope of Work (A-1 through A-2)

3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and **Exhibit B – Price Proposal.** The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Vendor an amount no greater than **ONE HUNDRED NINETY-FOUR THOUSAND, SEVEN HUNDRED AND NO/100 DOLLARS ($194,700)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the frequency detailed in **Exhibit A – Scope of Work** and the pricing schedule below.

Item	Description	UOM	Price
1	Wood Fiber	Cubic Yard	$29.50

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A. **PRICE ADJUSTMENTS.** Prices offered shall remain firm for the initial contract term. Requests for price adjustments may be submitted, in writing, **no later than NINETY (90) DAYS** prior to the expiration of the prior term and must include proper CPI justification or other documentation supporting the adjustment. The City will review the submitted request for price adjustment and render a decision, in its sole discretion, as to whether it is in the best interest of the City to adjust the pricing on the awarded goods or services or reject the adjusted pricing and issue a competitive solicitation. In any event, price increases for renewal terms shall be subject to a maximum negotiated increase of **no more than THREE PERCENT (3%)** annually unless there are mitigating market conditions. The City is under no obligation to renew the contract for an additional term or to accept Vendor's proposed price increases. Vendor must receive written notification from the City confirming that the City has accepted the new prices prior to processing any orders at the new cost. Any orders issued by the City prior to formal approval of a price increase shall not be modified. Any payment of the adjusted price by City does not constitute acceptance of new pricing. Vendors are expected to pass along to the City any and all decreases in pricing on products and services or to keep pricing constant when market conditions warrant no such increases.

B. **Invoice Submission**. All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor will invoice at least once a month. The City shall provide Vendor with a cover sheet, which must be filled out correctly and submitted with each invoice. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Department of Recreation and Parks** Attn: **Jeff Kerley** Address: **1307 NW 4th Avenue, Ocala, FL 34475**, E-Mail: jkerley@ocalafl.gov.

C. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

D. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.

E. **Excess Funds**. If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

F. **Amounts Due to the City**. Vendor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

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G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

6. **TERM OF AGREEMENT**. This Agreement shall become effective and commence on **SEPTEMBER 4 , 2024** and continue in effect for a term of **TWO (2) YEARS**, through and including **SEPTEMBER 3, 2026** (the "Term"). This Agreement may be renewed for **TWO (2)** optional **ONE (1) YEAR** periods by written consent between City and Vendor.

7. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

8. **INSPECTION AND ACCEPTANCE OF THE WORK**. Vendor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Vendor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.

   A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Bid. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

   B. Neither the Project Manager's review of Vendor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Vendor's furnishing and performing the work.

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9. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

      (1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

      (2) Vendor provides material that does not meet the specifications of the Agreement;

      (3) Vendor fails to complete the work required within the time stipulated in the Agreement; or

      (4) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

   B. **Vendor's Opportunity to Cure Default**. City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

   C. **City's Remedies Upon Vendor Default**. In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

      (1) City shall be entitled to terminate this Agreement without further notice;

      (2) City shall be entitled to hire another Vendor to complete the required work in accordance with the needs of City;

      (3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and

      (4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; or (ii) any other remedy as provided by law.

   D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this

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Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.

10. **DELAYS AND DAMAGES.** The Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Vendor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

11. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.

12. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

13. **VENDOR REPRESENTATIONS**. Vendor expressly represents that:

A. Vendor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.

B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.

C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

D. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, Vendors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1)

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may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) 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.

14. **VENDOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:

    A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

    B. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.

    C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

    D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.

    E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.

15. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

16. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Vendor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work. City will provide adequate venue space for launch site. City will provide security as needed for set up, execution, and breakdown of show.

17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Vendor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Vendor does not own vehicles, Vendor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Vendor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

18. **GENERAL LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

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A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and

B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.

C. Policy must include coverage for contractual liability and independent contractors.

D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Vendor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Vendor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Vendor shall waive and shall ensure that Vendor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Vendor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver**.

20. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting Vendor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractors, or for anyone whose negligent act(s) Vendor may be liable.

B. No insurance shall be provided by the City for Vendor under this Agreement and Vendor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. Certificates of Insurance. No work shall be commenced by Vendor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Vendor shall provide evidence of**

insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov. Vendor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. City as Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.

E. Notice of Cancellation of Insurance. Vendor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Vendor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. Severability of Interests. Vendor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

21. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons that may be affected thereby;

B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose

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acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

22. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

23. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any vendor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

24. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Vendor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Vendor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Vendor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

25. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.

26. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.

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27. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

28. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

29. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:

    A. Keep and maintain public records required by the public agency to perform the service.

    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Vendor does not transfer the records to the public agency.

    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

30. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of

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the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

31. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

32. **E-VERIFY.** Pursuant to section 448.095, Vendor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Vendor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Vendor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Vendor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Vendor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Vendor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

33. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

34. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

35. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

36. **INDEMNITY.** Vendor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.

37. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all

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performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

38. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:	Kempfer Sawmill, Inc. Attention: Trish Rainwater 6254 Kempfer Road Saint Cloud, Florida 34773 Phone: 407-892-1169 E-mail: kempfer@kempfercattle.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

39. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

40. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND

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NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

41. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the State of Florida.

42. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

43. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

44. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

45. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

46. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

47. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

48. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

49. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

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50. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

51. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on 9/8/2024.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Barry Mansfield
550E4A5AC2B44F7...

Barry Mansfield
City Council President

Approved as to form and legality:

DocuSigned by:
William E. Sexton
907DCFC4E86E429...

William E. Sexton, Esq.
City Attorney

KEMPFER SAWMILL, INC.

DocuSigned by:
Trish Rainwater
814E5048382647D...

By: Trish Rainwater
(Printed Name)

Title: Office Manager
(Title of Authorized Signatory)

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BACKGROUND

Contractor shall supply and deliver engineered wood fiber on an as-needed basis. This service will be supporting the Recreation & Parks Department of the City of Ocala.

Specifications

Material shall be a natural wood color, no longer than four inches (4"), and must be free of debris (leaves, sticks, etc.). The material must be ADA-certified for handicap accessibility.

DELIVERY

1. Supplies shall be delivered or shipped to Recreation & Parks Operation, 1307 NW 4th Avenue, Ocala, FL 34475.
2. Scheduling of all deliveries shall be coordinated with the City Project Manager, Jeff Kerley.
3. Delivery shall be made within **ten (10**) calendar days of order placement. All pricing shall include delivery costs and fuel surcharges.

WRITTEN QUOTES

1. Contractor shall submit a detailed written estimate of the proposed services before any work is performed by Contractor. Written quotes shall be submitted within **three (3)** days of the initial request by the City. Contractor shall submit an itemized not-to-exceed price, giving a full description of the project for each project covered by this contract.
2. Written quotes shall list the location name and address. The project estimate shall list every item per bid specifications, i.e., items and quantity, and all hardware items used. Each quote shall be submitted to the City Project Manager by email with a clear sketch or drawing (if applicable).

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor shall utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. The Contractor shall provide an assigned Project Manager, who will be the primary point of contact. The Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. City and Contractor must each be promptly notified by the other of any complaints received.
4. Contractor employees must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. Contractor will operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.

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7. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must display a visible company name/logo on the outside of the vehicle.

DocuSign

Certificate Of Completion

Envelope Id: 0F157F5E72984D949CA3636E9A63A1B0
Status: Completed
Subject: SIGNATURE - Agreement for Supply and Delivery of Engineering Wood Fiber (REC/240381)
Source Envelope:
Document Pages: 16
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
9/4/2024 4:59:44 PM
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pullrich@ocalafl.gov
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Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: DocuSign

Signer Events	Signature	Timestamp
Trish Rainwater kempfer@kempfercattle.com Office Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Trish Rainwater 814E50483826470... Signature Adoption: Pre-selected Style Using IP Address: 50.30.57.114	Sent: 9/4/2024 5:01:29 PM Resent: 9/4/2024 5:02:14 PM Viewed: 9/5/2024 8:18:52 AM Signed: 9/6/2024 1:24:46 PM
Electronic Record and Signature Disclosure: Accepted: 9/5/2024 8:18:51 AM ID: 2bbc338c-6ced-4610-b010-cf454687b433		
William E. Sexton wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: William E. Sexton B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 9/6/2024 1:24:48 PM Viewed: 9/6/2024 1:37:49 PM Signed: 9/6/2024 1:38:24 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Barry Mansfield bmansfield@ocalafl.org Council President City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Barry Mansfield 550E4A5AC2B44F7... Signature Adoption: Pre-selected Style Using IP Address: 174.228.168.142 Signed using mobile	Sent: 9/6/2024 1:38:26 PM Viewed: 9/8/2024 1:18:27 PM Signed: 9/8/2024 1:18:54 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 9/8/2024 1:18:55 PM Viewed: 9/9/2024 8:54:04 AM Signed: 9/9/2024 8:54:29 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 9/9/2024 8:54:03 AM ID: d02edd03-d98b-49c6-9e8d-e0f1c1324d4e		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/4/2024 5:01:29 PM
Envelope Updated	Security Checked	9/4/2024 5:02:14 PM
Certified Delivered	Security Checked	9/9/2024 8:54:04 AM
Signing Complete	Security Checked	9/9/2024 8:54:29 AM
Completed	Security Checked	9/9/2024 8:54:29 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

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HEALTH SYSTEMS

Submission of Information

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

Docusign Envelope ID: E9D6959E-A4A7-822F-8212-614D27126353

Introduction

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

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

LSFHS uses the Submission of Information process for the following:

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

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

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

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Funding Request Form

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

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

Ocala Police Department, 402 South Pine Avenue, Ocala, Florida 34471

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

LaFayetta Hodges, lhodges@ocalapd.gov, 352-369-7085

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

The Ocala Police Department is requesting support for its Police Chaplain Program, which provides emotional, spiritual, and wellness-focused assistance to sworn officers, civilian staff, and their families. The program supports personnel during critical incidents, high-stress calls, traumatic events, and personal hardships. Chaplains also assist with community-facing situations such as death notifications, crisis response, and moments when residents need compassionate support. This request directly strengthens the department's internal wellness efforts and enhances its ability to respond to community needs with care and professionalism.

The program serves the City of Ocala, located within Marion County, with a population of 70,251 residents. While the primary beneficiaries are Ocala Police Department employees and their families, the broader community is also impacted through improved officer well-being, enhanced crisis response, and increased access to supportive services during emotionally difficult events. By investing in the Chaplain Program, the department can better meet the needs of both its workforce and the residents it serves.

Docusign Envelope ID: E9D6959E-A4A7-822F-8212-614D27126353

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

The Chaplain Program is currently supported entirely by volunteers who provide pastoral care, counseling, and spiritual support as their schedules allow. While their service has been invaluable, relying solely on volunteer availability creates gaps in coverage, especially during critical incidents or periods of high demand. To ensure consistent, reliable support for department personnel and community members, the Ocala Police Department is seeking funding to establish a full-time Chaplain position.

The total annual request is $99,779, which includes an updated salary of $65,714 with a 3 percent cost-of-living adjustment, benefits totaling $27,022, travel funds of $1,385 for required professional development, and $5,658 in operating expenses to support essential communication tools, office needs, and chaplaincy certifications. The department has full capacity to manage and expend these funds in accordance with city procurement policies, and any costs beyond the grant allocation will be covered by the City to ensure uninterrupted service.

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

Without additional funding to hire a full-time chaplain, the Ocala Police Department will be required to continue operating the Chaplain Program on a volunteer-only basis. While our volunteers provide meaningful support, relying solely on their availability limits our ability to deliver consistent, professional, and comprehensive care to personnel and community members during critical incidents.

This volunteer-driven model creates unavoidable gaps in coverage and reduces continuity of service, especially as the demand for chaplaincy support continues to grow. Without a funded full-time position to provide steady leadership, training, and oversight, the department will not be able to expand or strengthen services beyond the current limited capacity. The population previously served will continue receiving support, but it will remain dependent on volunteer availability rather than a reliable, dedicated chaplain.

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

N/A

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

The Ocala Police Department has established strong expertise in providing chaplaincy support to its workforce and the community. Through the Chaplain Program, the department has consistently delivered compassionate guidance, confidential support, and steady assistance during emotionally difficult situations. Our chaplain has supported employees through stress, grief, and critical incidents, promoted mental and emotional wellness across the agency, and assisted community members during crises. This experience demonstrates the department's ability to deliver effective, meaningful chaplaincy services to the population that will be impacted by the proposed change.

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

The changes outlined in this request are intended to continue beyond the current fiscal year and into subsequent years, assuming an ongoing contractual relationship with LSF Health Systems. Establishing a full-time Chaplain is a long-term programmatic need, not a temporary adjustment, and continued funding will allow the department to maintain consistent support for employees and the community. Sustaining this position ensures stability, continuity of care, and the ongoing delivery of essential chaplaincy services.

9. Define and describe the Program Goals.

The goal of the Chaplain Program is to provide compassionate, holistic support to individuals experiencing emotional, spiritual, or personal challenges. The program is designed to strengthen the well-being of Ocala Police Department personnel and the community by offering confidential support, guidance during difficult events, and resources that promote resilience. Through consistent presence and trained intervention, the program aims to help individuals navigate stress, trauma, and crisis while fostering a supportive environment that encourages stability, healing, and overall wellness.

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

The program will measure Improved Spiritual Comfort through brief post-interaction surveys or interviews. These tools will capture whether individuals feel increased peace, comfort, or emotional relief after meeting with the chaplain. Feedback will be documented and reviewed to track impact and guide program improvements.

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

The Ocala Police Department collects chaplaincy data through its structured Chaplain's Monthly Report, which documents all activities, including counseling sessions, ride-a-longs, training, and department engagement. For example, the April report records "Private counseling Sessions – 10" and "Ride-a-longs Completed – 18 (for a total of 67 hours)." This system provides consistent, auditable data, and the department has full capacity to compile and report this information for program monitoring and evaluation.

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

The Ocala Police Department has strong business administration capacity supported by a dedicated Human Resources team of three full-time professionals who manage recruitment, onboarding, performance management, and employee relations. In addition, the department maintains its own in-house fiscal team that oversees payroll processing, financial tracking, and grant-related expenditures. As a department under the City of Ocala, benefits administration and broader financial oversight are supported through the City's centralized systems, ensuring accuracy, compliance, and consistent adherence to all applicable regulations.

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

Yes. Our organization conducts Level 2 Background Screenings through the DCF Clearinghouse as required. For the prior contract, we ensured our chaplain completed the appropriate DCF-level screening (Mental Health/Substance Abuse). The screening was processed through Accurate and successfully completed on March 9, 2026, and is valid for five years. We remain fully willing and able to complete all required Level 2 screenings for continued compliance with LSF Health Systems.

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

_____ _____

Signature of Organization's CEO **Date**

DocuSigned by:
Peter Lee City Manager 6/8/2026
5BB28E162F2E4C2...

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

Certificate Of Completion

Envelope Id: E9D6959E-A4A7-822F-8212-614D27126353
Subject: SIGNATURE - 2026 OPD Chaplain Grant Application
Source Envelope:
Document Pages: 8
Certificate Pages: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 1
Initials: 0

Status: Completed

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

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Status: Original
6/8/2026 1:36:48 PM
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Holder: Patricia Lewis
plewis@ocalafl.org
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Signer Events	Signature	Timestamp
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.241.120 Signed using mobile	Sent: 6/8/2026 1:38:17 PM Viewed: 6/8/2026 3:23:59 PM Signed: 6/8/2026 3:24:08 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

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Payment Events	Status	Timestamps

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HEALTH SYSTEMS

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N/A

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

The Ocala Police Department has established strong expertise in providing chaplaincy support to its workforce and the community. Through the Chaplain Program, the department has consistently delivered compassionate guidance, confidential support, and steady assistance during emotionally difficult situations. Our chaplain has supported employees through stress, grief, and critical incidents, promoted mental and emotional wellness across the agency, and assisted community members during crises. This experience demonstrates the department's ability to deliver effective, meaningful chaplaincy services to the population that will be impacted by the proposed change.

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

The changes outlined in this request are intended to continue beyond the current fiscal year and into subsequent years, assuming an ongoing contractual relationship with LSF Health Systems. Establishing a full-time Chaplain is a long-term programmatic need, not a temporary adjustment, and continued funding will allow the department to maintain consistent support for employees and the community. Sustaining this position ensures stability, continuity of care, and the ongoing delivery of essential chaplaincy services.

9. Define and describe the Program Goals.

The goal of the Chaplain Program is to provide compassionate, holistic support to individuals experiencing emotional, spiritual, or personal challenges. The program is designed to strengthen the well-being of Ocala Police Department personnel and the community by offering confidential support, guidance during difficult events, and resources that promote resilience. Through consistent presence and trained intervention, the program aims to help individuals navigate stress, trauma, and crisis while fostering a supportive environment that encourages stability, healing, and overall wellness.

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

The program will measure Improved Spiritual Comfort through brief post-interaction surveys or interviews. These tools will capture whether individuals feel increased peace, comfort, or emotional relief after meeting with the chaplain. Feedback will be documented and reviewed to track impact and guide program improvements.

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

The Ocala Police Department collects chaplaincy data through its structured Chaplain's Monthly Report, which documents all activities, including counseling sessions, ride-a-longs, training, and department engagement. For example, the April report records "Private counseling Sessions – 10" and "Ride-a-longs Completed – 18 (for a total of 67 hours)." This system provides consistent, auditable data, and the department has full capacity to compile and report this information for program monitoring and evaluation.

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

The Ocala Police Department has strong business administration capacity supported by a dedicated Human Resources team of three full-time professionals who manage recruitment, onboarding, performance management, and employee relations. In addition, the department maintains its own in-house fiscal team that oversees payroll processing, financial tracking, and grant-related expenditures. As a department under the City of Ocala, benefits administration and broader financial oversight are supported through the City's centralized systems, ensuring accuracy, compliance, and consistent adherence to all applicable regulations.

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

Yes. Our organization conducts Level 2 Background Screenings through the DCF Clearinghouse as required. For the prior contract, we ensured our chaplain completed the appropriate DCF-level screening (Mental Health/Substance Abuse). The screening was processed through Accurate and successfully completed on March 9, 2026, and is valid for five years. We remain fully willing and able to complete all required Level 2 screenings for continued compliance with LSF Health Systems.

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

_____ _____

Signature of Organization's CEO **Date**

DocuSigned by:
Peter Lee City Manager 6/8/2026
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Signature of Organization's Contract Manager **Date**

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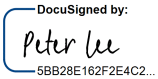
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Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	6/8/2026 3:24:08 PM
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