Ocala City Council Agenda - Final
Tuesday, June 2, 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.

1. Call to Order

2. Roll Call

2a. New Employees
- Steven Holly, Public Works
- Jason Guess, Information Technology

3. Public Notice

4. Proclamations and Awards

5. Presentations

5a. Municipal Separate Storm Sewer Systems

Presentation By: Sean Lanier

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. Award of contract to A&A Trucking & Excavating for the Tuscawilla Alum Treatment System Removal project in the amount of $52,469, plus a contingency of $5,246, for a total expenditure not to exceed $57,715

Presentation By: Sean Lanier

6b. Resolution 2026-34 to adopt the Marion County Local Mitigation Strategy Plan 2025 Update **RES-2026-34**

Presentation By: Sean Lanier

6c. Release of an electric utility easement encumbering Parcels 37332-000-00, 37332-002-00, and 36796-010-00

Presentation By: Stephanie Galarza

6d. Release of electric utility easement that encumbers Marion County Parcel 30367-002-02

Presentation By: Tracy Taylor

6e. Resolution 2026-35 to adopt the Agreement for Subordination of Utility Interests to the Florida Department of Transportation that encumbers parcel 2380-000-001 **RES-2026-35**

Presentation By: Tracy Taylor

6f. Resolution 2026-36 to adopt the Agreement for Subordination of Utility Interests to the Florida Department of Transportation that encumbers parcel 23325-003-04 **RES-2026-36**

Presentation By: Tracy Taylor

6g. Resolution 2026-37 to adopt the Agreement for Subordination of Utility Interests to the Florida Department of Transportation that encumbers parcel 23325-003-06 **RES-2026-37**

Presentation By: Tracy Taylor

6h. Resolution 2026-38 to adopt the Agreement for Subordination of Utility Interests to the Florida Department of Transportation that encumbers parcel 2380-000-001 **RES-2026-38**

Presentation By: Tracy Taylor

6i. Florida Department of Transportation Temporary Basecamp Lease at Ocala International Airport

Presentation By: Matthew Grow

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 - 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). **ORD-2026-17**

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) **ORD-2026-18**

Presentation By: Aubrey Hale

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

9a. Ordinance 2026-16 to rezone from B-2, Community Business, to M-1, Light Industrial, for property located in the 200 block of SW 27th Avenue (Parcel 22780-002-00), approximately 1.25 acres (Case ZON26-0001) (Quasi-Judicial)

Presentation By: Aubrey Hale

Introduced by: James P. Hilty Sr

9b. Expansion of the sale of beer, wine, and liquor for on-premises consumption to include outdoor consumption within the approved sidewalk café area for Martin & Weiss, LLC, doing business as The Tipsy Skipper, located at 48 South Magnolia Avenue, Suite A (Parcel 2853-046-009) (Quasi-Judicial)

Presentation By: Aubrey Hale

9c. Expansion of the sale of beer, wine, and liquor for on-premises consumption to include outdoor consumption within the approved sidewalk café area for Martin & Weiss, LLC, doing business as Mutiny Bar Ocala, located at 46 South Magnolia Avenue, Suite B (Parcel 2853-046-009) (Quasi-Judicial)

Presentation By: Aubrey Hale

10. General Business

10a. One-year renewal of the agreement with C.W. Roberts Contracting, Inc., for Transportation Rehabilitation Improvement Program projects with an aggregate expenditure amount not to exceed $6,000,000

Presentation By: Sean Lanier

10b. Award of a 40-year Ground Lease Agreement to GLJ Aviation LLC

Presentation By: Matthew Grow

10c. Utilization of the Florida Sheriffs Association agreement with Nextran Truck Centers for the purchase of an automated side loader refuse truck for the Public Works department, in the amount of $432,521

Presentation By: John King

10d. Budget Resolution 2026-143 to amend the Fiscal Year 2025-26 budget to transfer funds from the General Liability Claims fund for the purchase of one refuse vehicle for the Public Works Department in the amount of $477,837 **BR-2026-143**

Presentation By: John King

10e. Eighth amendment to the agreement with Waste Pro of Florida, Inc. for single-stream curbside recycling

Presentation By: Darren Park

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, June 9, 2026 - City Council workshop Re: Boards & Commissions and CRAs - 12:00pm - Council Chambers
- Tuesday, June 16, 2026 - Community Redevelopment Area Agency meeting - 3:45pm - Council Chambers
- Tuesday, June 16, 2026 - City Council meeting - 4:00pm - Council Chambers
- Tuesday, June 23, 2026 - TPO meeting - 3:00pm - Marion County Board of County Commissions Auditorium
- Friday, July 3, 2026 - City offices closed for Independence Day
- Tuesday, July 7, 2026 - City Council meeting - 4:00pm - Council Chambers
- Tuesday, July 21, 2026 - Community Redevelopment Area Agency meeting - 3:45pm - Council Chambers
- Tuesday, July 21, 2026 - City Council meeting - 4:00pm - Council Chambers

17a. Local Mitigation Strategy 2025 Annual Report

17b. Power Cost Adjustment Report - April 2026

17c. Fully Executed Contracts Under $50,000

18. Comments by Mayor

19. Comments by City Council Members

20. Adjournment

File #: 2026-1348 Agenda Item #: 5a.

Submitted By: Pamela Omichinski

Presentation By: Sean Lanier

Department: Water & Sewer

FORMAL TITLE:
Municipal Separate Storm Sewer Systems

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

Municipal **S**eparate **S**torm **S**ewer **S**ystems **(MS4)** Presentation

June 2, 2026

City Council Meeting

Municipal **S**eparate **S**torm **S**ewer **S**ystems (MS4) is a conveyance or system of conveyances that is owned by a state, city, town, or other public entity that discharges to waters of the United States.

Florida Department of Environmental Protection (FDEP)

- The City of Ocala is required to have an MS4 permit. The permit is issued for five years, and an annual report must be submitted in years two and four of the permit.
- The permit allows development and implementation of a comprehensive Storm Water Management Program (SWMP) that must include appropriate measures to control the quality of storm water discharged to the waters of the United States.
- The City's compliance with the permit may be audited at any time by the Florida Department of Environmental Protection (FDEP).

FDEP requires data regarding the following to be listed on the annual report.

- Sanitation
- Stormwater
- Fleet
- Water Resources
- Code Enforcement

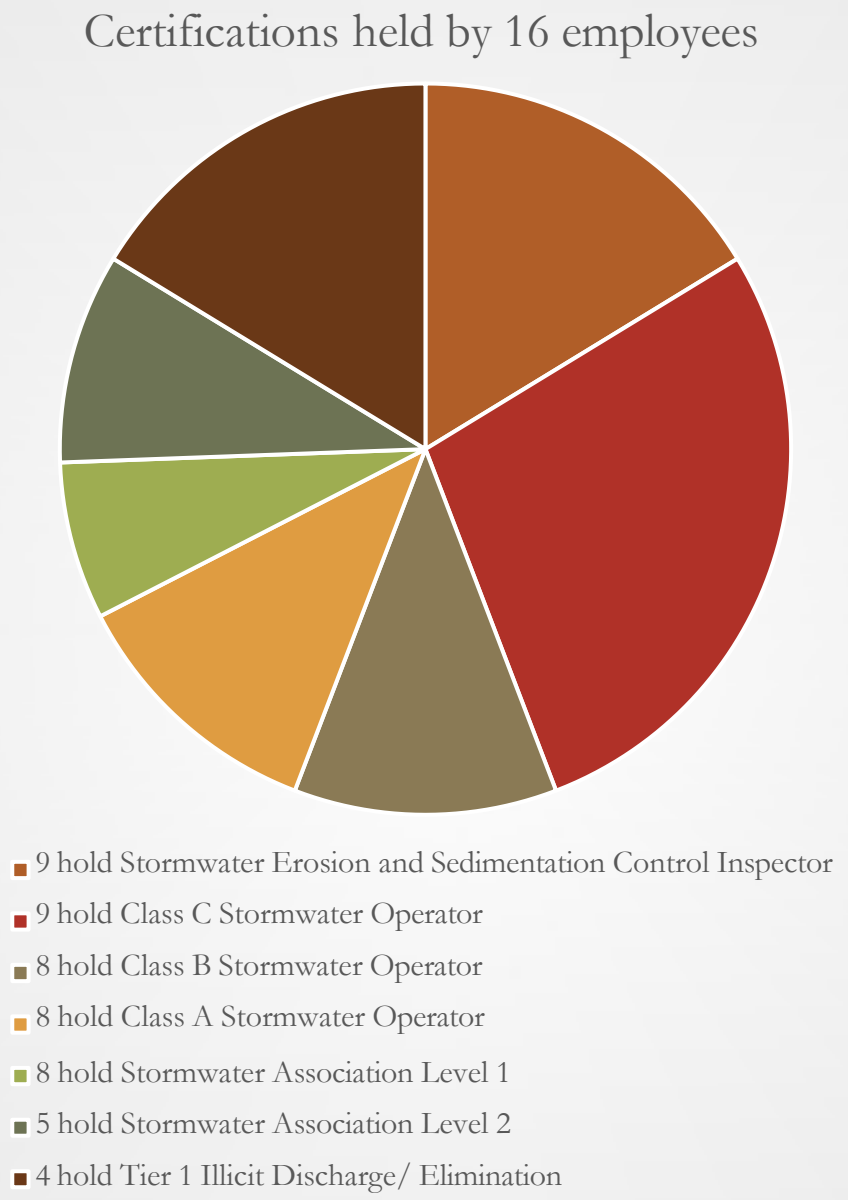
The public plays a role through the Public Works Citizen Reporting System

- **In 2025, there were 116 reports from citizens**
- 34 **Sanitation**- missed collection cans, dead animal, litter
- 7 **Stormwater**- manhole, water in the roadway
- 43 **Streets**- pothole, debris in roadway, rights-of-way obstruction, tree issues
- 22 **Traffic**
- 2 **Mosquito**
- 8 **Miscellaneous**

Stormwater Operations

- **All** City and privately owned/ maintained drainage retention areas (DRAs) are inspected for sinkholes, illicit discharge, erosion, trash/debris, and buildup of sedimentation, and are inspected on a rotating schedule annually.
- Only eight City and 30 private DRAs flow into the Florida Department of Transportation right-of-way that eventually flows to the Silver River. This area is known as Half Mile Creek.
- 57 DRAs went through a demucking process by City staff or contracted services, dependent on staffing, length of project, and cost, since January 1, 2025.

Stormwater Operations Certifications help give credit towards permits and ensure we have qualified staff to maintain the stormwater system.



Sanitation

- March 8: **4.26 TONS**
- October 4: **5.28 TONS**
  - **Total 9.54 TONS**

Waste tires

Sanitation

- April 19:

9,653 POUNDS

- September 13:

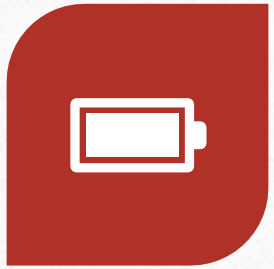
5,846 POUNDS

- Total **15,499 POUNDS**

Household Hazardous Waste

Paint

Fleet
Collected and Disposed of



869 BATTERIES

7,622 GALLONS USED OIL

1,545 USED OIL FILTERS

554 GALLONS OF ANTIFREEZE

Fleet Hazardous Waste

Used motor oil

Discarded batteries

Code Enforcement Environmental Officers

Cleaning practices

- Pour wash water into a utility sink or curbed cleaning facility with a floor drain. Don't pour it out into the parking lot.
- Use dry methods for spill clean-up (sweeping, cat litter, etc.) Don't hose down spills.
- Clean floor mats, filters, and garbage cans in a utility sink or curbed cleaning facility with a floor drain. Don't wash them in a parking lot, alley, sidewalk, or street.
- Recycle grease and oil. Don't pour it into sinks, drains, or onto the parking lot.
- Keep the dumpster area clean and the lid closed. Do not overfill.

Illicit Discharge

As defined by the Environmental Protection Agency (EPA), illicit discharge is any discharge to an MS4 that is not composed entirely of stormwater.

Illicit discharge

Examples:

Sanitary wastewater

Septic tank effluent

Car wash wastewater

Motor oil disposal

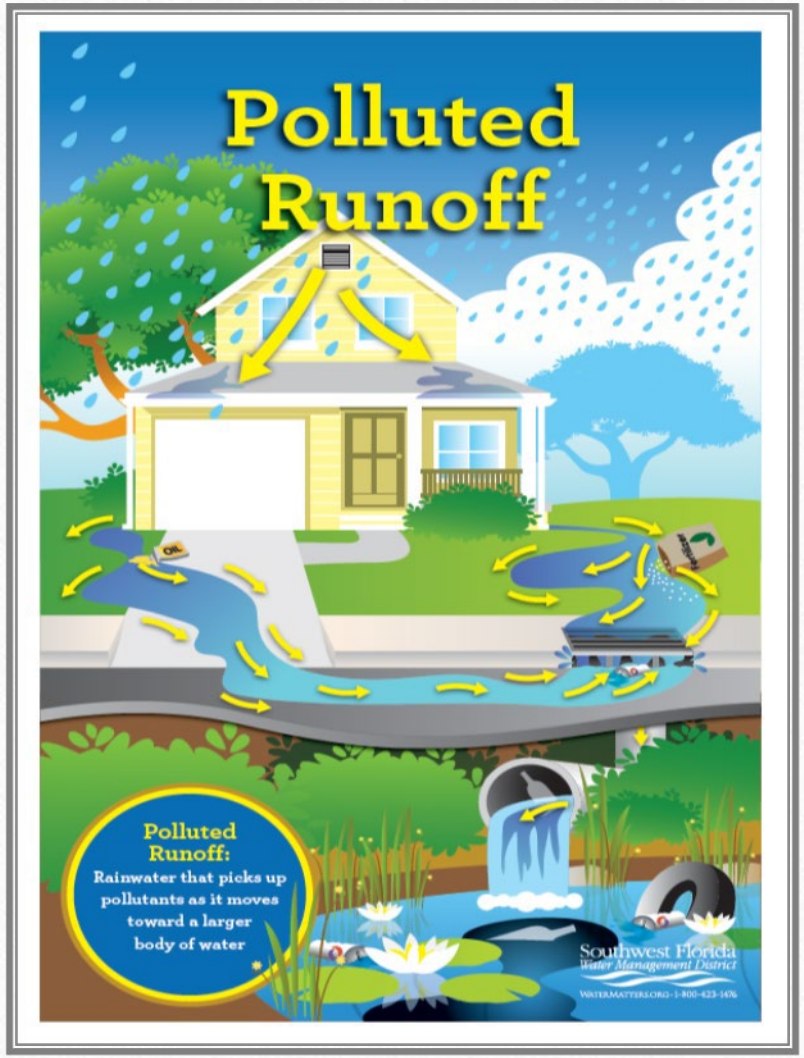
Laundry wastewater

Auto and household toxic disposal

Leaves and yard waste

Six steps to keep illicit discharge out of our waterways

- Recycle used oil, antifreeze, and batteries. Clean up spills immediately with kitty litter or sawdust, and sweep it up.
- Wash vehicles at a commercial car wash where the dirty water is sent to a waste treatment plant.
- Empty bottles of household cleaners, pesticides, and weed killers should be disposed of according to the labels.
- Grass clippings should be kept out of the roadway and storm drains to avoid algae problems in streams.
- Drop off non-water-based paints, thinners, and solvents at appropriate sites. Water-based paints can be rinsed down the sink, and oil-based paints can be mixed with kitty litter or sawdust and discarded in the trash.
- Bag and collect pet waste. The bag can be discarded in the trash, or its contents can be emptied into the toilet and flushed.



Cars

- Recycle Old Motor Oil and Antifreeze
- Use Commercial Car Washes
- Repair All Leaks
- DRIVE LESS!

Lawn

- Choose Slow-Release Fertilizer
- Water-In Your Fertilizer
- Properly Dispose of Hazardous Chemicals
- Pick the Right Pesticides

Erosion

- Vegetate Bare Spots In Your Yard
- Report Issues with Construction Silt Fences
- Fill Holes Created By Animals
- Report Sinkholes

Animals

- Whether Your Pet Walks, Flies, or Slithers- YOU Need to Clean Up After It!
- Flush It, Bury It, Bag It, or Trash It

Nitrates

- Nitrates cause rapid growth of invasive algal blooms in our springs
- Never Dump Anything Down Storm Drains
- Regularly Inspect Your Septic Tank System

Keep in mind…

What we do on land affects the quality of the water we drink and use in so many ways.

Many small sources of pollution add up to cause big water quality problems.

Natural things such as soil, leaves, grass clippings and pet waste can cause water pollution.

Automobiles and other vehicles cause water and air pollution.

Questions/Comments

File #: 2026-0630 Agenda Item #: 6a.

Submitted By: Kyle Matvejs

Presentation By: Sean Lanier

Department: Engineering

STAFF RECOMMENDATION (Motion Ready):
Award of contract to A&A Trucking & Excavating for the Tuscawilla Alum Treatment System Removal project in the amount of $52,469, plus a contingency of $5,246, for a total expenditure not to exceed $57,715

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

PROOF OF PUBLICATION:
Bid released to public: 2/27/26

BACKGROUND:
The City of Ocala requires the services of an experienced Contractor to provide demolition services for the Tuscawilla Park Alum Stormwater Treatment System equipment demolition. The project consists of demolishing the existing alum stormwater treatment system equipment located at Tuscawilla Park. The existing building containing the equipment will be preserved as well as the existing water and power connections. The equipment is located on the south side of parcel #28220-000-00 on NE 3rd Street.

FINDINGS AND CONCLUSIONS:
On February 27, 2026, the City of Ocala issued Invitation to Bid (ITB) No.: CIP/260395 for the Tuscawilla Alum Treatment System Removal Project. On April 3, 2026, two vendors responded to the solicitation on a unit price bid as follows:

Bidder Name & Office Location	Total Bid Amount
A&A Trucking & Excavating, Ocala, FL	**$52,468.70**
Razorback LLC, Tarpon Springs, FL	**$113,400.00**

A&A Trucking & Excavating was found to be the lowest responsive and responsible bidder at $52,468.70.

Staff requests a 10 percent contingency of $5,246 to allow the City Engineer to issue change orders to cover unforeseen conditions and other issues that may arise during construction. With the contingency, the total project budget is not to exceed $57,714.70.

Staff recommends awarding the contract for the demolition of the Tuscawilla Alum Treatment System Removal Project to A&A Trucking & Excavating.

FISCAL IMPACT:
Funding for this project is available in the Fiscal Year 2025-26 budget, under account string 158-020-343-538-69-65010, in the amount of $57,715.

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

AGREEMENT FOR DEMOLITION AND REMOVAL OF ALUM TREATMENT SYSTEM AT TUSCAWILLA PARK

THIS AGREEMENT FOR DEMOLITION AND REMOVAL OF ALUM TREATMENT SYSTEM AT TUSCAWILLA PARK ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **THOMAS F. AMODEO, D/B/A A & A TRUCKING & EXCAVATING,** a sole proprietorship duly organized and authorized to do business in the state of Florida (EIN:59-3286888) ("Contractor").

WHEREAS, on February 27, 2026, City issued an Invitation To Bid ("ITB") for the demolition and removal of the alum treatment system at Tuscawilla Park, 475 NE 3rd Street, Ocala, Florida, 34470 ITB No.: ENG/260395 (the "Solicitation"); and

WHEREAS, 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 A & A Trucking & Excavating was found to be the lowest; and

WHEREAS, Contractor was chosen as the intended awardee for the demolition and removal of the alum treatment system at Tuscawilla Park (the "Project"); and

WHEREAS, Contractor certifies that Contractor and its subcontractors are qualified and possess the required current and active Asbestos Supervisor 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: (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 Contractor 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 other 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-8)
   Exhibit B: Price Proposal (B-1)
   Exhibit C: Plan Set (C-1)
   Exhibit D: Demolition (D-1 through D-5)
   Exhibit E: Property Appraisal Report (E-1 through E-3)
   Exhibit F: Construction Sign (F-1 through F-2)
   Exhibit G: Asbestos Survey Report (G-1 through G-24)

   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).

B. **Project Specifications**: In addition to the Contract Documents and up-to-date copies of shop drawings, this project will require the Contractor to have the following specifications and documents, which are incorporated by reference:

i. **City of Ocala "Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure"** available at: http://www.ocalafl.gov/home/showpublisheddocument/26969

ii. **Florida Department of Transportation ("FDOT") Standard Specifications for Road and Bridge Construction (latest edition)** available at: http://www.fdot.gov/programmanagement/Implemented/SpecBooks/.

iii. **Florida Department of Transportation Standard Plans for Road and Bridge Construction (latest edition):** https://www.fdot.gov/design/standardplans/sprbc.shtm

iv. **Manual on Uniform Traffic Control Devices (MUTCD), latest edition which can be obtained by downloading from:** https://www.fdot.gov/traffic/trafficservices/mutcd.shtm

v. **Florida Department of Transportation Florida Greenbook (latest edition), can be obtained by downloading from:** https://www.fdot.gov/roadway/floridagreenbook/fgb.shtm

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. **Upon contract execution, salvage rights belong to the Contractor. Salvage by the Contractor is not allowed prior to the issuance of the City's Notice to Proceed.** In the event of a conflict between this Agreement and the Solicitation Documents, this Agreement and all of its Exhibits shall be given precedence to resolve any identified inconsistency. 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 a lump sum amount of **FIFTY-TWO THOUSAND, FOUR HUNDRED SIXTY-NINE AND NO/100 DOLLARS ($52,469)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work. A permit allowance has been established for this Project in the amount of approximately **FIVE HUNDRED AND NO/100 DOLLARS ($500)** and is included in the Contract Sum.

A. **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 Engineering Department**, Attn: Daniel Matvejs**, 1805 NE 30th Avenue, Building 700, Ocala, Florida 34470**, E-Mail: Dmatvejs@ocalafl.gov. Weight tickets from a certified landfill must be included with all invoices submitted by Contractor.

B. **Progress Report and Progress Schedule**. 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 Contractor and the basis for payment in the event project is suspended or abandoned.

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 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. **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. Contractor shall commence work no later than **FIFTEEN (15)** working days from the date of issuance of a Notice to Proceed for the Project by City.

B. No work shall commence until Contractor has submitted proof of #62-257.900(1) – Notice of Demolition to Florida Department of Environmental Protection and provided proof of mailing for same to the City Project Manager. Demolition may not begin until **TEN (10)** business days (excluding holidays as observed by the State of Florida) after the confirmed delivery date of said Notice. **Notice of Demolition must be sent to FDEP and the City of Ocala Permit applied for within TWO (2) business days after issuance of NTP.**

C. **All work shall be substantially completed by Contractor in a manner satisfactory to the City Project Manager within SIXTY (60) days of the start date indicated on the Notice to Proceed and ready for final payment within SEVEN (7) days of substantial completion**.

D. 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.

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 Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor 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 Contractor, to include costs incurred by City for the procurement of additional professional services.

6. **LIQUIDATED DAMAGES FOR LATE COMPLETION.** The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Substantial Completion and/or Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Substantial Completion by the date specified, then Contractor shall pay City, as liquidated damages and not as a penalty, the sum of **ONE HUNDRED AND NO/100 DOLLARS ($100)** per day for each calendar day of unexcused delay in achieving Substantial Completion beyond the date specified for Substantial Completion in the Contract Documents. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in the Contract Documents for Final Completion and readiness for final payment or any proper extension thereof granted by City, Contractor shall pay City, as liquidated damages and not as a penalty, additional sum of **ONE HUNDRED AND NO/100 DOLLARS ($100)** per day for each calendar day of unexcused delay in achieving completion and readiness for final payment.

A. **No Waiver of Rights or Liabilities**. Permitting Contractor 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 Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor 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 Contractor; 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 Contractor'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 Contractor'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, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.

E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor'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 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.

8. **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. 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.

9. **INSPECTION AND ACCEPTANCE OF THE WORK**. All services, work, and materials provided by Contractor under this Agreement shall be provided under the direction and to the satisfaction and approval of the City Project Manager.

   A. The City Project Manager shall decide all questions regarding the quality, acceptability, or workmanship performed, the rate of progress of the work, 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 quote. 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.

10. **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, 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.

11. **CONTRACTOR WARRANTY**. Contractor warrants to City that all materials and work shall be of good quality, free from faults and defects in workmanship, and in conformance with the Contract Documents for a period of **TWO (2)** years from the date of final payment by City. Contractor shall, at its own expense, correct any defect, loss, expense, or other damages arising from its work and shall defend any claims related to same.

12. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
13. **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.
14. **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 has had an opportunity to visit, has visited, and 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 Contractor's own investigation.
    D. Contractor has is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
    E. 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.
    F. Contractor represents that 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.
15. **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 ensure that a Florida licensed asbestos supervisor with current asbestos supervisor training is on site during all operations of the Contractor under this Agreement and ensure all workers performing tasks within a regulated area hold Florida asbestos work licenses and have undergone appropriate asbestos training as required by law.

C. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.

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

E. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, to include obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work, and be responsible for all costs associated with same.

F. Contractor 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.

G. Contractor 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 Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.

H. 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.

16. **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.

17. **STORAGE OF MATERIALS/EQUIPMENT**. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.

18. **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.

19. **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.

20. **COMMERCIAL GENERAL 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 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. 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.

21. **POLLUTION LIABILITY INSURANCE**. Contractors providing services related to the handling, transporting, or abatement of hazardous materials shall provide, for a period of Three (3) Years after final completion of the Work, pollution liability insurance coverage for claims arising from the discharge, dispersal, release, or escape of any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse, or body of water, including groundwater, in an amount not less than One Million Dollars ($1,000,000) per claim, and Two Million Dollars ($2,000,000) aggregate limit. This shall also include coverage for claims of: (a) clean up, either on-site or off site; (b) third party liability, including bodily injury, property damage, natural resource damage, third party property loss of use/revenue, and clean up; and/or (c) costs incurred for the investigation, defense, or settlement of claims, fines or penalties.

22. **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.

23. **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, or 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 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 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, 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 event 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.

24. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. 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.

25. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor 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 the Solicitation, the Contractor 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 the Contractor 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 Contractor.

26. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor 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, Contractor 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. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **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.

37. **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.

38. **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.

39. **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.

40. **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.

41. **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.

42. **INDEMNITY.** Contractor 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 Contractor, its agents, and employees.

43. **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.

44. **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 email. All notices shall be addressed to the respective parties as follows:

If to Contractor:	A & A Trucking & Excavating Attention: Thomas Amodeo 2080 NW 35th Street Ocala, FL, 34475 Phone: 352-351-2042 E-mail: artofdstruction@aol.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 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
Email: cityattorney@ocalafl.gov

45. **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.
46. **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.
47. **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.
48. **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.
49. **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.

50. **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.
51. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
52. **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.
53. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
54. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
55. **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.
56. **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.
57. **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.

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

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

ATTEST:

_____
Angel B. Jacobs
City Clerk

Approved as to form and legality:

_____
Willam E. Sexton, Esq.
City Attorney

CITY OF OCALA

_____
Ire J. Bethea Sr.
City Council President

A & A TRUCKING & EXCAVATING

_____

By: _____
(Printed Name)

Title: _____
(Title)

BACKGROUND

1. Contractor shall provide demolition services for the Tuscawilla Park Alum Stormwater Treatment System equipment demolition. The project consists of demolishing the existing alum stormwater treatment system equipment (equipment) located at Tuscawilla Park. The existing building containing the equipment shall be preserved as well as the existing water and power connections. The equipment is located on the south side of **parcel #28220-000-00** on **NE 3rd Street**.
2. The base bid includes but is not limited to: demolition and removal of the alum stormwater treatment system equipment as well as the capping and abandonment of the existing connections to the system equipment. Utility connections for the existing building shall remain. Please follow the demolition specifications **Exhibit D – Demolition 02 41 19,** as well as the plan **Exhibit C – Plan Set**. **Exhibit E – Marion County Property Appraiser Property Record Card** is provided for the Contractor's information to assist with the demolition process.
3. Contractor is responsible for providing all materials, labor, and equipment (in good working condition) to complete the demolition, removal, and hauling away materials for this project.
4. All work shall be coordinated with the City Project Manager, Daniel Matvejs, Engineering Department, 1805 NE 30th Avenue, Building 700, Ocala, FL 34470, email: Dmatvejs@ocalafl.gov.

OTHER REQUIREMENTS

Requirement: Contractor shall use lead-safe practices during total demolition activities.

PERMIT REQUIREMENTS

1. **Permits Required:** Contractor will be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
   - Demolition
   - Right-of-Way
2. **Estimated Permit Cost:** The estimated permit costs are $500.
3. **Permit Application:** The ROW Utilization Permit Application is available under "Documents" at: ROW Utilization Permit Application 12.10.19
4. **Permit Submission Requirements:**
   a. **If Road/Lane Closure is Needed:** Contractor must submit a City of Ocala ROW permit and MOT/TTC Plan a minimum of two (2) weeks prior to the projected time the project will start.
   b. **If Road/Lane Closure is not Needed:** Contractor must submit a City of Ocala ROW permit and MOT/TTC Plan a minimum of one (1) week prior to the projected time the project will start.
5. **Construction Permit Applications:** For construction permits and related documents, please visit: https://www.ocalafl.org/government/city-departments-a-h/growth-management/building/construction-permits

DEMOLITION TIMEFRAME

1. **Construction Time:** The contract time to **Substantial Completion is 60 calendar days**. The Contract time to **Final Completion is 7 calendar days after substantial**. Contractor agrees, as a condition for submitting a bid, that this project will be completed in the time agreed upon between the City and the Contractor.

The Contractor agrees to commence work on the date specified in a written "Notice to Proceed" by the City. Such "Notice to Proceed" will be issued at the pre-construction conference. The Contractor must be able to mobilize and begin construction no later than 10 calendar days after notification and complete the project by the time limit specified in the "Notice to Proceed." At no time will the Contractor be allowed to lag behind.

LIQUIDATED DAMAGES

1. The Contractor shall pay the City **$100.00** for each calendar day that expires after the time specified for completion, until work is completed.
2. Nothing in this section is intended to limit the right to obtain injunctive relief or any and all relief as may be appropriate. Permission allowing the Contractor to continue and finish any part of the work after the time fixed for its completion or after the date to which the time for completion may have been extended shall in no way operate as a waiver on the part of the City of any of its rights under this Agreement.

MOBILIZATION AND MAINTENANCE OF TRAFFIC

- Obtaining of required permits and the moving of the Contractors operations and equipment required for construction.
- Provide on-site construction power and wiring, as needed.
- Provide on-site sanitary facilities as required by Governing agencies.
- The Contractor will not be permitted to use the City's sanitary facilities during construction. Posting of OSHA required notices and establishing safety programs and procedures.

ANTICIPATED TASKS, DELIVERABLES AND HOURS

1. **Anticipated Tasks:** The Contractor shall be required to perform the following types of services for the City of Ocala. This list is not an attempt to exclusively define those specific activities the Contractor will perform.
   a) Pre-demolition photographs or video: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by the equipment demolition operations. Submit before the Work begins.
   b) Contractor will provide two construction signs for this project as specified **in Exhibit F - Construction Sign.**
   c) Install temporary chain link construction fencing around proposed demolition site with gate and lock. Contractor must provide a key to lock to the City Project Manager.
   d) Removal of items identified to be preserved and delivered to a location designated by City.
   e) Disconnection and capping of water lines connecting to the equipment.
   f) Disconnection and removal of any other utilities serving the equipment.
   g) Removal and proper disposal of up to 1,500 gallons of aluminum sulfate in accordance with FDEP.
   h) Removal of the alum stormwater treatment system equipment.
   i) Disturbed areas shall be graded and seed/mulched after construction.

2. **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 (forty-eight) 48-hour advance notice to City Project Manager for work outside normal shift hours. The City may decline the request.

3. **Emergency Work Hours:** The Contractor must have available staff on site and prepared to begin work within two (2) hours notification of any work deemed "Emergency" (this includes all storm related emergencies). If the work is not completed or staff is not on site by Contract timelines the Contractor will be considered in default of this Agreement.

   A. Upon declaration of default, the City will have full power to appropriate or use any or all suitable and acceptable materials and equipment on the site and may enter into an agreement with others to complete the work under the Contract or may use other methods to complete the work in an acceptable manner. The City will charge all costs that the City incurs because of the Contractor's default, including the costs of completing the work under the Contract, against the Contractor.

   B. If, after default notice by the City, and prior to any action by the City to otherwise complete the work under the Contract, the Contractor establishes their intent to prosecute the work in accordance with the City's requirements, then the City may allow the Contractor to resume the work, in which case the City will deduct from any monies due or that may become due under the Contract, any costs to the City incurred by the delay, or from any reason attributable to the delay.

PROJECT SPECIFICATIONS

This project will require the Contractor to follow the following plans and specifications:

1. Equipment demolition specifications attached as **Exhibit D**.
2. Plan set for the project attached as **Exhibit C.**
3. Construction sign specification attached as **Exhibit F**.
4. City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water, and Sewer Infrastructure available at: https://www.ocalafl.gov/home/showpublisheddocument/26969/638741677724600000
5. Florida Department of Transportation Standard Specifications (FDOT) for Road and Bridge Construction, latest edition available at: https://www.fdot.gov/programmanagement/Implemented/SpecBooks/
6. Florida Department of Transportation Standard Plans for Road and Bridge Construction (latest edition): https://www.fdot.gov/design/standardplans/sprbc.shtm
7. Florida Department of Transportation Florida Greenbook (latest edition) can be obtained by downloading from: www.fdot.gov/roadway/floridagreenbook/fgb.shtm
8. Manual on Uniform Traffic Control Devices (MUTCD), available at: https://www.fdot.gov/traffic/trafficservices/mutcd.shtm
9. FDOT Design Standards available at: https://www.fdot.gov/design/standardplans/DS.shtm
10. All work must be performed in compliance with the Florida Building Code, latest edition. For information please visit the following link: https://floridabuilding.org/c/default.aspx
11. The Contractor must have the above listed documents in addition to up to date copies of shop drawings, plans and bid document at job sites at all times.

12. All material & construction equipment must meet FDOT Standard Specifications for Road and Bridge, latest edition. Substantial completion date will start warranty period for each project assigned.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. An employee roster must be provided to the City Project Manager for all projects assigned.
2. 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.
3. The Contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor must provide a valid telephone number, email, 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.
4. 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.
5. Contractor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
6. 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.
7. No smoking is allowed on City property or projects.
8. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
9. All company vehicles and uniforms must have a visible company name/logo.

SAFETY

1. The Contractor is solely responsible for ensuring safety during demolition and for conformance to all applicable OSHA standards; and 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. Job site visits by City staff do not constitute approval, awareness, or liability for any hazardous condition.
3. Contractor shall be responsible for securing their equipment, materials, clothing, and other property.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish the following services/data to the Contractor for the performance of services:
   A. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.

B. Access to City buildings and facilities to perform the work.

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 Agreement 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 and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this Agreement.
3. Demolition shall be performed in compliance with all requirements and instructions of applicable manufacturers.
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.
5. 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.
6. Data collected by the Contractor shall be in a format compatible with, or easily converted to, City's databases. A sequential naming convention shall 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, Power Point, Access or any other software as specified and approved by City staff.
8. **Erosion Sediment and Flood Control:** Provide, maintain, and operate temporary facilities to control erosion and sediment, and to protect work and existing facilities from flooding during construction. Maintain drainage ways and construct temporary drainage facilities to allow runoff to flow properly.
9. **Testing Requirements:** Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required. Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to the City Engineer. Results of all required testing and inspections shall be submitted to the Engineer. For other requirements for Tests and Inspection refer to Article 14 in the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.

SUB-CONTRACTORS

1. Contractor must perform a minimum of 60% of the work with their own forces.
2. Services assigned to sub-contractors must be approved in advance by the City Project Manager.

CONSTRUCTION WORK AREAS

1. The City of Ocala is not responsible for providing property or lay down yards to the Contractor for their materials or equipment. If private property is used, the City requires a copy of the agreement between the property owner and the Contractor. **Utilizing private property without written permission is prohibited.**
2. Components of the project, including temporary work and storage areas, will be located on-site per project. Staging areas will be located at project location. Material and equipment staging areas will be kept in a clean and orderly fashion.
3. Provide on-site sanitary facilities as required by governing agencies.
4. Construction work area must be backfilled or protected by construction fencing at the end of each business day. Any work areas in roadways must at least be filled temporarily with asphalt millings or covered with a FDOT approved steel road plate before the roadway can be opened to traffic. If millings are used the Contractor must maintain the millings daily until the millings are replaced with permanent asphalt.

SITE HOUSEKEEPING AND CLEANUP

1. **Waste/Debris:** The Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Contractor will provide approved containers for collection and disposal of waste materials, debris, and rubbish. Contractor shall dispose of debris in a legal manner. At least once weekly, Contractor shall dispose of such waste materials, debris, and rubbish off-site.
2. **Cleanup:** Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition. Work site will be completely cleaned after each day of work. Sweep all roadways affected by the construction and where adjacent to work daily.
3. **Water Use:** The use of water to prevent the blowing of dust and debris during cutting operations and or cleaning operations is mandatory.
4. **Individual Project Cleaning:** At completion of each individual project, Contractor shall remove from the site all tools, equipment, surplus materials, debris, temporary facilities, scaffolding, and equipment. The areas of work shall be swept thoroughly and all marks, stains, rust, dirt, paint drippings, and the like shall be removed from all new and existing work, to the satisfaction of the City.
5. **Final Cleaning:** Upon completion of work, clean entire work area/project site as applicable.
   A. Leave the work and adjacent areas affected in a cleaned condition satisfactory to the City Project Manager.
   B. 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.*
   C. Broom clean exterior paved driveways and parking areas and hose clean sidewalks and concrete exposed surfaces if impacted by work or included in work area.

SUBMITTALS

1. Provide submittals as required by City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.
2. Submit copies of permits and approvals for construction as required by laws and regulations of governing agencies.
3. Submit temporary construction parking area plans, storage yard, storage trailer location, staging area plan, and plan for disposal of waste materials.

SAFETY

1. The Contractor is solely responsible for ensuring safety during construction, and for conformance to all applicable OSHA standards; and 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. Job site visits by City staff do not constitute approval, awareness, or liability for any hazardous condition.
3. Contractor shall be responsible for securing their equipment, materials, clothing, and other property.
4. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.
5. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

INVOICING

1. All original invoices will be sent to: Daniel Matvejs, Project Manager, Engineering Department, 1805 NE 30th Avenue, Building 700, Ocala, FL 34470, email: Dmatvejs@ocalafl.gov
2. A five percent (5%) retainage will be held on the funds until the project has been accepted and issued a final completion by the Owner.
3. Contractor will invoice at least once a month.

PRICING AND AWARD

1. Bidder must upload a completed **Exhibit B - Price Proposal** with their response.
2. Bidder must bid on all line items.
3. Award will be made to the lowest, responsive bidder meeting all requirements outlined in the Scope of Work.
4. Contractor must be willing to honor bid prices up to at least a minimum 90 calendar days after bids are received.
5. **AMOUNTS DUE TO THE CITY.** Contractor/Vendor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor/Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

ADDITIONAL INFORMATION FROM THE SOLICITATION

1. The concrete saddles supporting the tank shall be removed, and the concrete slab, as well as the holes for the pipes, shall be patched with non-shrink grout.
2. The contractor will need to install a temporary fence around the work site.

ITEM	DESCRIPTION	UOM	UNIT COST
1	Alum Station System Removal Per Plan Set, Scope of Work, and Exhibits.	LS	$ 49,494.00
2	Bonds	LS	$ 2,474.70
3	Estimated Permit Cost	LS	$ 500.00
		TOTAL:	**$ 52,468.70**

The Plan Set for this project, titled Tuscawilla Alum Station Removal,
can be viewed and/or copied at:
1805 NE 30th Avenue, Bldg. 700, Ocala, Florida 34470

SECTION 02 41 19

DEMOLITION

SECTION 02 41 19 DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Preparation.
   2. Salvage requirements.
   3. Demolition.

1.2 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

B. Demolition Schedule: Indicate overall schedule and interruptions required for utility and building services.

C. Shop Drawings:
   1. Indicate demolition and removal sequence.
   2. Indicate location of items designated for reuse and Owner's retention.
   3. Indicate location and construction of temporary work.

1.3 CLOSEOUT SUBMITTALS

A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.

B. Project Record Documents: Accurately record actual locations of capped utilities, concealed utilities discovered during demolition, and subsurface obstructions.

1.4 QUALITY ASSURANCE

A. Conform to applicable codes and regulations for demolition work, dust control, and products requiring electrical disconnection and re-connection.

B. Conform to applicable codes and regulations for procedures when hazardous or contaminated materials are discovered.

C. Obtain required permits from authorities having jurisdiction.

D. Perform Work in accordance with federal, state, and local regulations.

1.5 SEQUENCING

A. Section 01 10 00 - Summary: Requirements for sequencing.

B. Owner may conduct salvage operations before demolition begins to remove materials Owner chooses to retain.

1.6 SCHEDULING

A. Section 01 30 00 - Administrative Requirements: Requirements for scheduling.

B. Schedule Work to coincide with new construction.

C. Cooperate with Owner in scheduling noisy operations and waste removal that may impact Owners operation in adjoining spaces.

D. Coordinate utility and building service interruptions with Owner.
   1. Do not disable or disrupt building fire or life safety systems without five (5) days prior written notice to Owner.
   2. Schedule tie-ins to existing systems to minimize disruption.

1.7 PROJECT CONDITIONS

A. Conduct demolition to minimize interference with adjacent facilities.

B. Cease operations immediately if structure appears to be in danger and notify Engineer. Do not resume operations until directed.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 PREPARATION

A. Notify affected utility companies before starting work and comply with applicable requirements.

B. Mark location and termination of utilities.

C. Erect, and maintain temporary barriers and security devices, including warning signs and lights, and similar measures, for protection of the public, Owner, and existing improvements indicated to remain.

D. Layout cuts in post tensioned concrete elements to avoid cutting concrete within 12 inches of any stressing tendon. Notify Engineer five (5) days in advance of cutting post-tensioned concrete.

E. Erect and maintain weatherproof closures for exterior openings.

F. Provide and maintain temporary measures to prevent spread of dust, odors, and noise.

G. Prevent movement of existing structures, utilities, or other facilities pertaining or adjacent to demolition activities; provide temporary bracing and shoring required.

H. Do not close or obstruct building egress path.

3.2 SALVAGE REQUIREMENTS

A. Coordinate with Owner to identify components and equipment required to be removed and delivered to Owner.

B. Tag components and equipment Owner designates for salvage.

C. Protect designated salvage items from demolition operations until items can be removed.

D. Carefully remove components and equipment indicated to be salvaged.

E. Disassemble as required to permit removal.

F. Package small and loose parts to avoid loss.

G. Mark equipment and packaged parts to permit identification and consolidation of components of each salvaged item.

H. Prepare assembly instructions consistent with disassembled parts. Package assembly instructions in protective envelope and securely attach to each disassembled salvaged item.

I. Deliver salvaged items to Owner. Obtain signed receipt from Owner.

3.3 DEMOLITION

A. Conduct demolition and/or removal operations, and the removal of equipment and debris to ensure minimum interference with roadways, walkways, and parking areas both onsite and offsite, and to ensure minimum interference with occupied or used facilities.

B. Coordinate demolition activities to minimize impacts with Owner’s operations.

C. Maintain protected egress from and access to adjacent existing buildings and parking areas at all times.

D. Do not close or obstruct roadways, driveways, parking areas, or sidewalks without prior written approval from the Engineer.

E. Cease operations immediately when any structure or facility appears to be in danger and notify Engineer.

F. Partial demolition of existing concrete structures and slabs shall include saw cutting in neat, orderly lines.

G. Disconnect and remove designated utilities within demolition areas.

H. Cap and identify abandoned utilities at termination points when utility is not completely removed. Annotate Record Drawings indicating location and type of service for capped utilities remaining after demolition.

I. Demolish in orderly and careful manner. Protect existing improvements and facilities.

J. Carefully remove components indicated to be reused.
   1. Disassemble components as required to permit removal.
   2. Package small and loose parts to avoid loss.
   3. Mark components and packaged parts to permit reinstallation.
   4. Store components, protected from construction operations, until reinstalled.

K. Remove demolished materials from site except where specifically noted otherwise. Do not burn or bury materials on site.

L. Remove materials as Work progresses. Upon completion of Work, leave areas in clean condition.

M. Remove temporary Work.

END OF SECTION

Jimmy H. Cowan, Jr., CFA
Marion County Property Appraiser

501 SE 25th Avenue, Ocala, FL 34471 Telephone: (352) 368-8300 Fax: (352) 368-8336

2025 Property Record Card

28220-000-00

GOOGLE Street View

Prime Key: 1265720 MAP IT+

Property Information

CITY OF OCALA CCN#158
REAL ESTATE OFFICER
1805 NE 30TH AVE BLDG 700
OCALA FL 34470-4882

Certified Taxes / Assessments:
Map ID: 179
Millage: 1001 - OCALA

M.S.T.U.
PC: 89
Acres: 8.26

Situs: 475 NE 3RD ST OCALA

Current Value

Land Just Value	$360,012		
Buildings	$50,007		
Miscellaneous	$6,493		
Total Just Value	$416,512	Impact	($181,830)
Total Assessed Value	$234,682	Ex Codes: 15	
Exemptions	($234,682)		
Total Taxable	$0		

History of Assessed Values

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2025	$360,012	$50,007	$6,493	$416,512	$234,682	$234,682	$0
2024	$360,012	$46,703	$6,493	$413,208	$213,347	$213,347	$0
2023	$360,012	$48,414	$6,493	$414,919	$193,952	$193,952	$0

Property Transfer History

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
D145/0306	11/1911	02 DEED NC	0	U	V	$100

Property Description

SEC 17 TWP 15 RGE 22
TUSCAWILLA PARK
OCALA LOT BD N BY MAY ST E BY SANCHEZ ST S BY WYOMINA ST W BY WATULA ST

Land Data - Warning: Verify Zoning

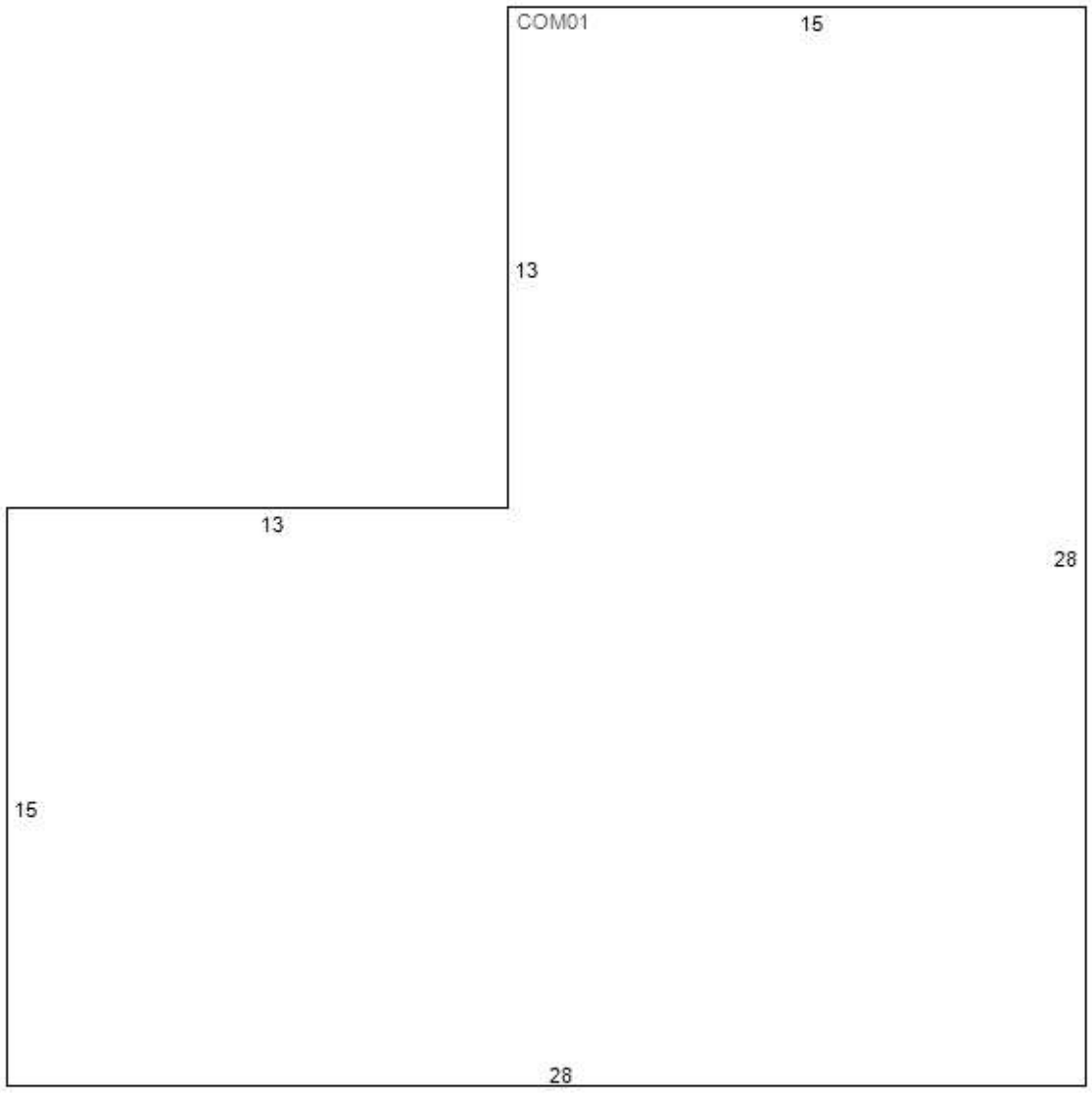
Use	CUse	Front	Depth	Zoning	Units	Type	Rate	Loc	Shp	Phy	Class Value	Just Value
DRA	9470	300.0	600.0	GU	4.13	AC	50.0000	1.00	1.00	1.00	206	206

GCSF	8210	.0	.0	GU	179,903.00	SF	2.0000	1.00	1.00	1.00	359,806	359,806

Neighborhood 9981 Total Land - Class $360,012
Mkt: 2 70 Total Land - Just $360,012

Traverse

Building 1 of 1
COM01=L28U15R13U13R15D28.



Building Characteristics

Structure	4 - MASONRY NO PILAST	**Year Built**	1996
Effective Age	4 - 15-19 YRS	**Physical Deterioration**	0%
Condition	2	**Obsolescence: Functional**	0%
Quality Grade	400 - FAIR	**Obsolescence: Locational**	0%
Inspected on	5/4/2020 by 117	**Base Perimeter**	112

Exterior Wall 54 OCALA BLOCK24 CONC BLK-PAINT

Section	Wall Height	Stories	Year Built	Basement %	Ground Flr Area	Interior Finish		Sprinkler	A/C
1	10.0	1.00	1996	0	615	M91 UTILITY	100 %	N	N

Section: 1

Elevator Shafts: 0	**Aprtments:** 0	**Kitchens:** 0	**4 Fixture Baths:** 0	**2 Fixture Baths:** 0
Elevator Landings: 0	**Escalators:** 0	**Fireplaces:** 0	**3 Fixture Baths:** 0	**Extra Fixtures:** 0

Miscellaneous Improvements

Type	Nbr Units	Type	Life	Year In	Grade	Length	Width
159 PAV CONCRETE	860.00	SF	20	1996	3	0.0	0.0
159 PAV CONCRETE	5,000.00	SF	20	1997	3	0.0	0.0
						Total Value -	$6,493

Appraiser Notes

TUSCAWILLA PARK
BLDG01=LAKE TUSCAWILLA ALUM STORM WATER
TREATMENT SYSTEM

Planning and Building
** Permit Search **

Permit Number	Date Issued	Date Completed	Description
OC00159	1/1/1996	6/1/1996	COMM

Cost Summary

Buildings R.C.N.	$72,475	5/4/2020				
Total Depreciation	($22,468)					
Bldg - Just Value	$50,007		**Bldg Nbr**	**RCN**	**Depreciation**	**Depreciated**
Misc - Just Value	$6,493	3/11/2011	1	$72,475	($22,468)	$50,007
Land - Just Value	$360,012	3/28/2023				
Total Just Value	$416,512	.				

YOUR TAXES AT WORK

PROJECT NAME 1
PROJECT NAME 2

PROJECT ITB# CIP/XXXXXX

CITY OF OCALA, FLORIDA

CITY COUNCIL:

NAME
(COUNCIL PRESIDENT)
DISTRICT 1

NAME
DISTRICT 2

NAME
DISTRICT 3

NAME
(COUNCIL PRESIDENT PRO-TEM)
DISTRICT 4

NAME
DISTRICT 5

NAME
MAYOR

CITY OF OCALA

CAPITAL IMPROVEMENT PROJECTS DIVISION

CONTRACTOR
(NAME)

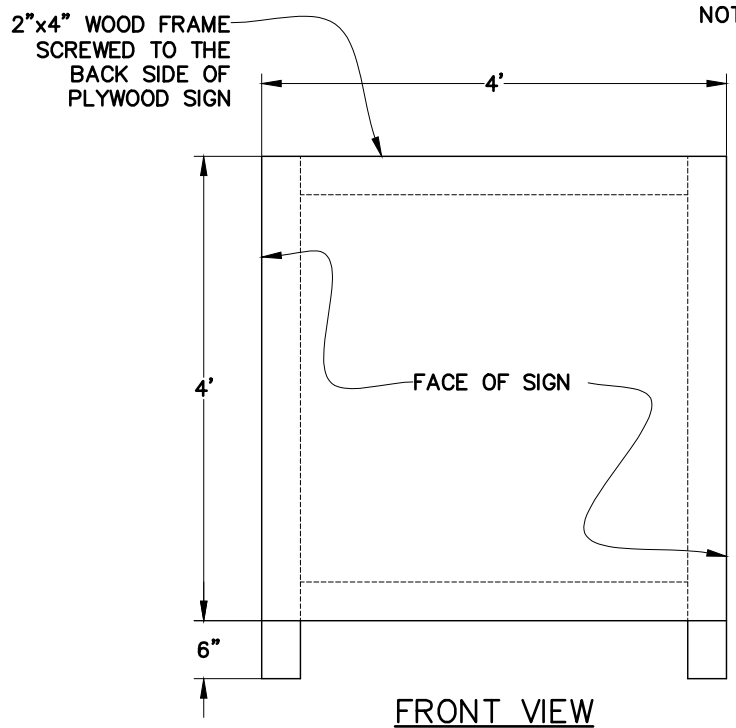
PROJECT COST
(BID AMOUNT)

START DATE
(MONTH - DAY, YEAR)

COMPLETION DATE
(MONTH - DAY, YEAR)

FOR PROJECT INFORMATION CONTACT:
CAPITAL IMPROVEMENT PROJECTS DIVISION
352-629-8419

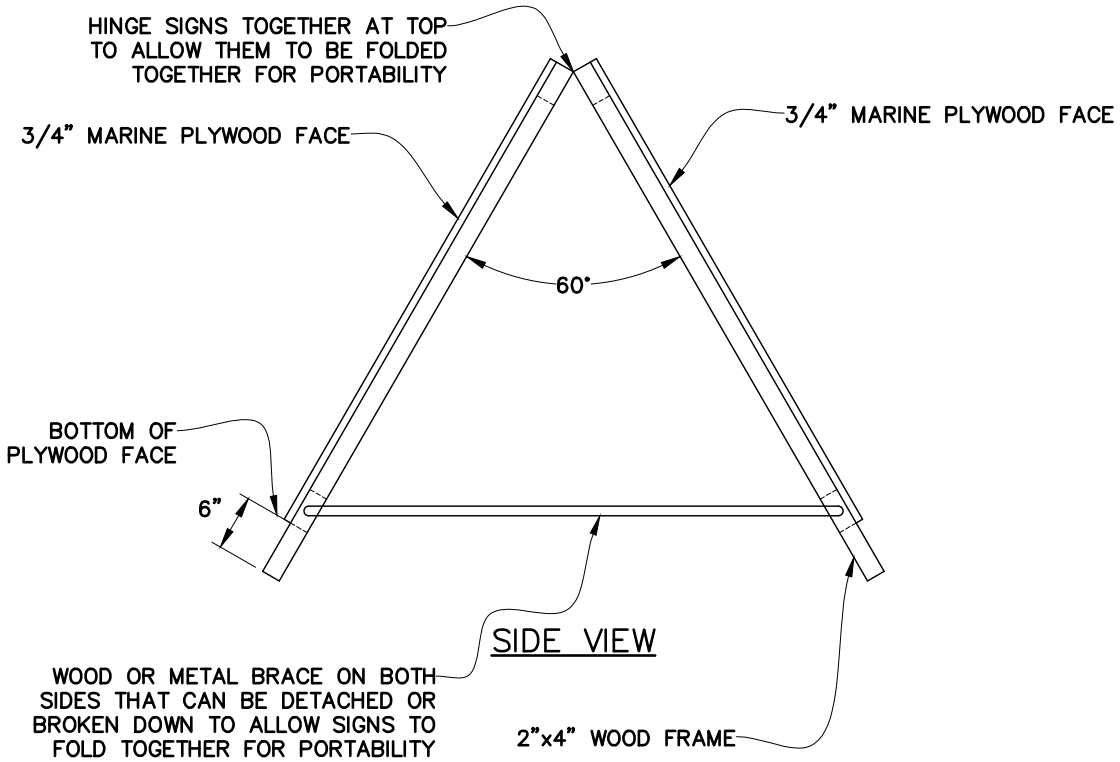
PROJECT SIGN CONSTRUCTION DETAIL



FRONT VIEW

NOTE:

- 3/4" PLYWOOD & FRAME TO BE PAINTED WHITE ON ALL SIDES.
- LETTERING INTERMEDIATE GRADE VINYL OR AN APPROVED EQUIVALENT.
- BORDER LINES TO BE BLACK, MIN 1/2" WIDE, INSERT 1" FROM BOARD EDGE.
- TOP & BOTTOM WARNING PANELS SHALL BE 6" RETRO-REFLECTIVE "ORANGE" PAVEMENT MARKING TAPE: MUTED PER SECTION 1A.12 "COLOR CODE"



SIDE VIEW

CITY ENGINEER'S OFFICE 1805 NE 30TH AVE, BLDG #600 OCALA, FLORIDA 34470	CITY OF OCALA STANDARD DETAILS FOR CONSTRUCTION	CONSTRUCTION SIGN FRAME	SECTION: GENERAL G-31B REVISION DATE: JAN 2023

DK ENVIRONMENTAL & CONSTRUCTION SERVICES, INC.
8(a) certified, HUBZone certified, EDWOSB

•8786 Sonoma Coast Drive, Winter Garden, FL 34787
•(407)614-4572 Office
•(814)243-1927 Cell
•dkenvironmental@yahoo.com
•www.dk-environmental.com

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ASBESTOS SURVEY REPORT

PREPARED FOR THE FOLLOWING PROPERTY:

Alum Stormwater Treatment System
475 NE 3rd Street
Ocala, FL 34470

PERFORMED ON:

February 13, 2026

PERFORMED AND PREPARED BY:

Chris Ritko
Asbestos Building Inspector
200244

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IX. LICENSING

X. GLOSSARY

XI. LABORATORY REPORT

Confidentiality Notice: This Asbestos Survey Report is intended only for the use of the individual or entity addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient or responsible for delivering this report to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this report, in whole or in part, is prohibited. If you have received this report in error, please notify us immediately. Thank you.

I. INTRODUCTION

Property Address: Alum Stormwater Treatment System
475 NE 3rd Street
Ocala, FL 34470

Survey Performed For: City of Ocala, Engineering & Stormwater Department
1805 NE 30th Avenue, Bldg. 300, Ocala, FL 34470

Survey Performed By: Chris Ritko, Asbestos Building Inspector

Company: DK Environmental & Construction Services
8786 Sonoma Coast Drive
Winter Garden, FL 34787
407-614-4572

Date of On-Site Survey: February 13, 2026

Date of Report: February 20, 2026

DK Environmental & Construction Services, Inc. (DKE) has completed a limited Asbestos Survey at the property address listed above. This report contains the results of the Survey. The purpose of this Survey was to identify the presence of asbestos-containing materials that may be disturbed during planned equipment removal. This limited Asbestos Survey report presents data that describes the location of asbestos-containing material (ACM) identified in the subject property. This Survey was conducted on site by an EPA-trained professional asbestos building inspector.

This report is intended for the exclusive use of our client. The findings are relevant to the conditions observed during the physical process of performing the Survey. These findings should not be treated as absolute, nor should they be relied upon to represent conditions at significantly later dates.

We appreciate the opportunity to provide environmental consulting services to your organization. If you have any questions or need additional assistance, please call (407)614-4572.

Chris Ritko
Asbestos Building Inspector
200244

II. SURVEY SUMMARY

On February 13, 2026, an Asbestos Survey was performed at 475 NE 3rd Street, Ocala, FL 34470. The property is a single-family detached dwelling. It was constructed in 1996.

The purpose of this Survey was to identify the presence of asbestos-containing materials that may be disturbed during planned equipment removal. Limited bulk samples were collected and AHERA protocols were adhered to.

The Asbestos Survey consisted of three basic procedures: 1) conducting a visual inspection of the property; 2) identifying homogeneous areas (HAs) of suspect surfacing, thermal system insulation, and miscellaneous materials; and 3) sampling accessible, friable, and non-friable suspect materials. Some building components may have been inaccessible at the time of this screening, or were not tested because they were covered by other building materials (paneling, tile, siding, etc.). It is possible that ACBMs may be hidden by these materials.

The property was visually inspected for the presence of building materials that are suspected to contain asbestos. With regard to asbestos, bulk material samples were collected and analyzed for asbestos content. These services were performed exercising the customary skill and competence of consulting professionals in the relevant disciplines in this region.

Bulk samples of identified suspect ACM were collected and placed into individual containers for transport to a National Voluntary Lab Accreditation Program (NVLAP)/American Industrial Hygiene Association (AIHA)-accredited laboratory for analysis. The collection of bulk samples consisted of physically removing a small piece of material and placing it in a marked, airtight container. The sample container identification numbers were also recorded in the field notes.

III. ASBESTOS OVERVIEW

Asbestos is a generic name given to a fibrous variety of naturally occurring minerals that have been used for many years in commercial products, based on specific properties of the minerals. Asbestos occurs in fiber bundles, which are composed of long and thin fibers that can be easily separated from one another. These mineral products possess high tensile strength, flexibility, resistance to chemical and thermal degradation, and high electrical resistance. The minerals are easily woven into various types of textiles, fabrics, cloths, sheets, panels, or mixed into adhesives, coatings, surfacing materials and cement products. Typically, asbestos-containing building materials (ACBM) are segregated into three categories: Thermal System Insulation (TSI) usually found on pipes, boilers, and HVAC ducts; surfacing materials such as sprayed or troweled-on fireproofing and insulation, and plasters; and miscellaneous materials including vinyl composite floor tiles, floor sheeting, adhesives, roofing materials, window glazing and cement products.

Friable asbestos-containing material (ACM), is defined as any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), that, when dry, can be crumbled, pulverized or reduced to powder by hand pressure. (Sec. 61.141)

Non-friable ACM is any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure. EPA also defines two categories of non-friable ACM, Category I and Category II non-friable ACM, which are described later in this guidance.

"Regulated Asbestos-Containing Material" (RACM) is (a) friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

The EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations and the Florida Department of Environmental Protection (FDEP) Asbestos program regulate the removal and disposal of asbestos-containing building materials (any material containing more than 1% asbestos).

Potential effects on workers or occupants in buildings where asbestos-containing materials (ACM) are present may occur when exposure to asbestos fibers is caused by deterioration, damage or renovation disturbance of ACBMs. Federal regulations pertaining to asbestos include 40 Code of Federal Regulations (CFR) 763 (a subchapter of the Toxic Substance Control Act (TSCA)); Occupational Safety and Health Act (OSHA) 29 CFR 1910 Subpart Z and 29 CFR 1926 Subpart Z.

Asbestos NESHAP regulations must be followed for demolitions and/or renovations of facilities with at least 260 linear feet of regulated asbestos-containing materials (RACM) on pipes, 160 square feet of regulated asbestos-containing materials on other facility components, or at least 35 cubic feet of facility components where the amount of RACM previously removed from pipes and other facility components could not be measured before stripping. If dimensions fall below these thresholds, Asbestos NESHAP regulations need not be followed for demolition and/or renovation activities.

IV. LIMITATIONS

This report has been prepared to assist in evaluating the potential presence of asbestos-containing material in the property. The objective of this assessment was to perform the work with care, exercising the customary skill and competence of consulting professionals in the relevant disciplines in this region. The conclusions presented in this report are professional opinions based upon visual observations of the site at the time of DKE's investigation and the results of laboratory analysis. The opinions presented herein apply to site conditions existing at the time of our investigation and those reasonably foreseeable. DKE cannot act as insurers, and no express or implied representation or warrant is included or intended in our report except that our work was performed, within the limits prescribed by our client, with the customary thoroughness and competence of our profession at the time and place the services were rendered. DKE cannot and will not warrant that this Asbestos Survey that was requested by the client will satisfy the dictates of, or provide a legal defense in connection with, any environmental laws or regulations. It is the responsibility of the client to know and abide by all applicable laws, regulations, and standards. The results reported and conclusions reached by DKE are solely for the benefit of the client. The results and opinions in this report, based solely upon the conditions found on the property as of the date of the Survey, will be valid only as of the date of the Survey.

Please note that the test results relate only to those homogeneous materials tested. If conditions or materials, other than those addressed in this report are encountered during the planned renovation/demolition activities, DKE should be contacted to assess the potential impact of these materials or conditions relative to the findings or recommendations included herein. The survey was performed by observing suspect materials throughout the structure where accessible. DKE must emphasize that it is not possible to look within every location of a building. The visual survey documents only general locations of suspect materials but does not determine exact boundaries. Concealed locations of asbestos may exist at the subject property, and the levels may vary from those stated in this report. There may be variations in the composition of materials which appear similar. Materials may be hidden from view and not accessible. No attempt was made to disassemble equipment or demolish structural elements and finishes as this is beyond the scope of our authorized services. Visual observations were made only at safe and convenient locations. Due to these limitations, wall voids, flooring under carpet, building cavities and mechanical equipment, and other areas may contain unreported asbestos-containing materials. Suspect materials not previously identified in this report may be encountered during any renovation/demolition activity. These materials should be assumed asbestos containing material until sample collection and subsequent analysis prove otherwise. Unsafe structures should be assumed to contain asbestos materials unless the suspect material is noted as sampled. All fire doors should be assumed asbestos containing material since disassembly of locks and/or other work to access the door insulation is not possible.

V. ANALYTICAL RESULTS

Samples were analyzed by Hayes Microbial Consulting in Midlothian, VA. Hayes Microbial Consulting is an American Industrial Hygiene Association (AIHA)-accredited laboratory.

All samples were analyzed utilizing Polarized Light Microscopy (PLM) according to EPA Method 600/R-93/116. Any material that contains greater that one percent asbestos is considered an ACM and must be handled according to the Occupational Safety and Health Administration (OSHA), EPA and applicable state and local regulations.

The following table contains information regarding bulk samples found to contain asbestos by definition. The laboratory report has also been included at the end of this report.

Bulk Collection and Sample Analysis Results

Sample Number	*Description*	*Condition*	*Friable*	*Asbestos Percent and Type*	*Location/ Amount*	*NESHAP Category*
475-1-1	Tank Wrap/White	Intact	No	None Detected	Typical Interior Tank	NA
475-1-2	Tank Wrap/White	Intact	No	None Detected	Typical Interior Tank	NA
475-1-3	Tank Wrap/White	Intact	No	None Detected	Typical Interior Tank	NA
475-2-1	Gasket/Black	Intact	No	None Detected	Interior Tank South Wall	NA
475-2-2	Gasket/Black	Intact	No	None Detected	Interior Tank South Wall	NA
475-3-1	Gasket/Black	Intact	No	None Detected	Interior Tank Top	NA
475-3-2	Gasket/Black	Intact	No	None Detected	Interior Tank Top	NA
475-4-1	Gasket/Red	Intact	No	None Detected	Interior Tank Top	NA
475-4-2	Gasket/Red	Intact	No	None Detected	Interior Tank Top	NA
475-5-1	Padding/Black	Intact	No	None Detected	Typical Interior Tank Supports	NA
475-5-2	Padding/Black	Intact	No	None **Detected**	Typical Interior Tank Supports	NA

Bulk Collection and Sample Analysis Results						
Sample Number	*Description*	*Condition*	*Friable*	*Asbestos Percent and Type*	*Location/ Amount*	*NESHAP Category*
475-6-1	Gasket/Black	Intact	No	None **Detected**	Interior Water System/Blue Meter	NA
475-6-2	Gasket/Black	Intact	No	None **Detected**	Interior Water System/Blue Meter	NA
475-7-1	Gasket/Black	Intact	No	None **Detected**	Interior Water System/Red Unit	NA
475-7-2	Gasket/Black	Intact	No	None **Detected**	Interior Water System/Red Unit	NA
475-8-1	Concrete/Gray	Intact	No	None **Detected**	Typical Interior Tank Supports	NA
475-8-2	Concrete/Gray	Intact	No	None **Detected**	Typical Interior Tank Supports	NA

VI. ASBESTOS RECOMMENDATIONS

Asbestos NESHAP regulations must be followed for demolitions and/or renovations of facilities with at least 260 linear feet of regulated asbestos-containing materials (RACM) on pipes, 160 square feet of regulated asbestos-containing materials on other facility components, or at least 35 cubic feet of facility components where the amount of RACM previously removed from pipes and other facility components could not be measured before stripping. If dimensions fall below these thresholds, Asbestos NESHAP regulations need not be followed for demolition and/or renovation activities.

The EPA and NESHAP recommend that a point-counting procedure be utilized for confirmation of asbestos percentage in friable materials that are visually estimated by PLM methodology to contain less than 10% asbestos. The 400 Point Count Procedure referenced in EPA 600/M4-82-020 (1987) and EPA 600/R-93/116 (1993) is commonly employed. Without the material being point counted or if point counting determined that material contains greater than one percent asbestos, it would be deemed an asbestos containing material and would need to be removed by a Florida licensed asbestos contractor prior to disturbance.

Disturbances to Asbestos Containing Materials:

- Should be performed by a Florida Licensed Asbestos Abatement Contractor

- U.S. Occupational Safety and Health Administration (OSHA) regulations apply to the disturbance of material containing any percentage of asbestos fibers as outlined in 29 CFR 1926.1101-OSHA's Asbestos Standard for the Construction Industry. The contractor will need to comply with the specific training, duties and responsibilities outlined in this CFR.

- OSHA 29 CFR 1910.1001. OSHA 29 CFR 1910.1001 requires the communication of information concerning asbestos hazards. Employees engaged in work activities with installed ACM may be exposed to asbestos fibers. The owner or operator should take the necessary steps to reduce the potential for disturbance.

EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) is applicable to amounts of asbestos that contain at least 260 linear feet on pipes or at least 160 square feet on other facility components, or (ii) At least 35 cubic feet off facility components where the length or area could not be measured previously.

The EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations and the Florida Department of Environmental Protection (DEP) Asbestos program regulate the removal and disposal of asbestos-containing building materials. The Florida Department of Environmental Protection (DEP) administers an asbestos removal program under Chapter 62-257, Florida Administrative Code. The Asbestos NESHAP has been adopted by reference in section 62-204.800, Florida Administrative Code. The program's intent is to minimize the release of asbestos fibers during activities involving the processing, handling, and disposal of asbestos-containing material.

The regulations of these agencies require the removal of friable asbestos-containing materials prior to extensive renovation or demolition projects, and the removal of non-friable asbestos-containing materials that may be rendered friable in the course of renovation or demolition projects. Only a Florida licensed asbestos contractor using properly trained, certified, and licensed asbestos workers can perform asbestos removal projects in Florida. Air monitoring during and after abatement activities is also recommended to document the fiber levels inside and outside the abatement work area.

The asbestos NESHAP requires that an asbestos trained person be on site i.e. 40 CFR 61.145 (c) (8) states in part "no RACM shall be stripped, removed, or otherwise handled or disturbed at a facility regulated by this section unless at least one on-site representative, such as a foreman or management level person or other authorized person, trained in the provisions of this regulation and the means of complying with them is present."

DEP recommends that this "trained person" be on site when non-friable ACM is present so that developing problems can be caught early and corrected without delay. In addition, the regulations require the owner of the building and/or the operator to notify the applicable DEP District Office or Local Pollution Control

Agency before any demolition, or before renovations of buildings that contain a certain threshold amount of asbestos or asbestos containing materials.

Florida requires the submission of a 10-Day Notification for all renovations and demolitions of facilities with at least 260 linear feet of regulated asbestos-containing materials (RACM), 160 square feet of regulated asbestos containing materials on other facility components, or at least 35 cubic feet off facility components. Asbestos waste requires disposal at an approved solid waste disposal facility.

Local agencies may also have specific requirements for demolition/renovation projects involving asbestos-containing building materials.

OSHA 29 CFR 1910.1001 requires the communication of information concerning asbestos hazards. Employees engaged in work activities with installed ACM may be exposed to asbestos fibers. The owner or operator should take the necessary steps to reduce the potential for disturbance.

29 CFR 1926.1101- OSHA's Asbestos Standard for the Construction Industry does apply to the abatement, renovation and/or demolition of all buildings identified with asbestos containing material. The contractor will need to comply with the specific training, duties and responsibilities outlined in this CFR.

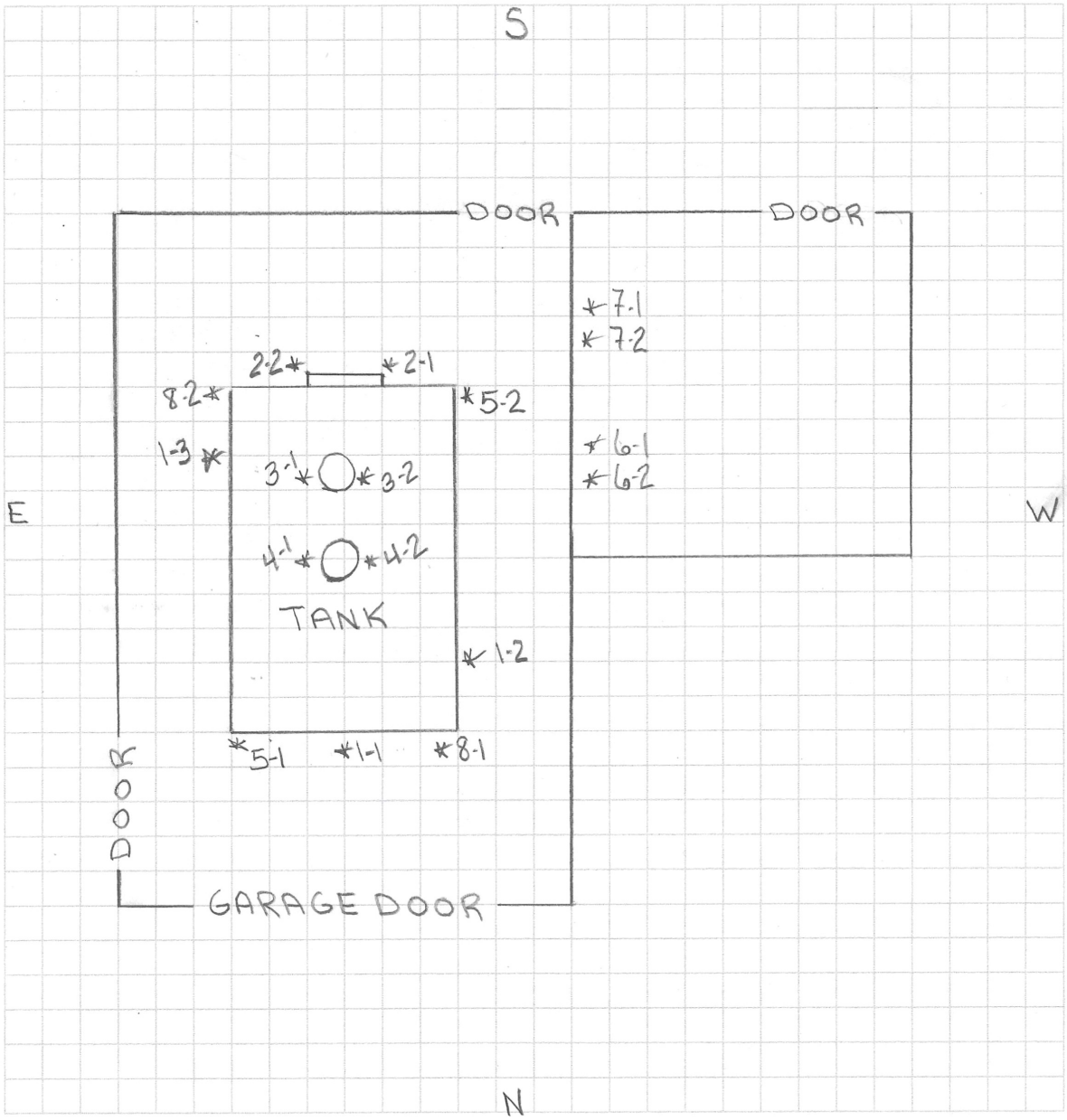
If asbestos containing materials identified within, or on, the property will be disturbed or otherwise caused to become friable within the scope of the renovation, they should be removed from the structures prior to the maneuvers taking place according to applicable regulations.

No other recommendations regarding asbestos containing materials are required at this time. In the event concealed building materials are discovered during future renovation or demolition activities, which are suspected to contain asbestos, the materials should be sampled and analyzed to confirm the presence of asbestos prior to the disturbing such materials.

VII. SAMPLING LOCATIONS FLOOR PLAN

DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive, Winter Garden, FL 34787
407-614-4572 814-243-1927
dkenvironmental@yahoo.com

SITE PLAN

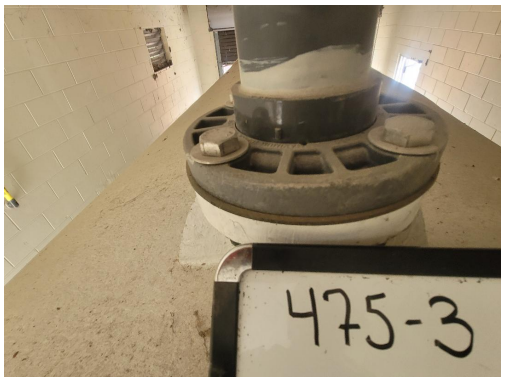


Case #_____ Address 475 NE 3rd Street
Ocala, FL 34470

VIII. SAMPLING PHOTOGRAPHS

475-1
Tank Wrap/White
Typical Interior Tank

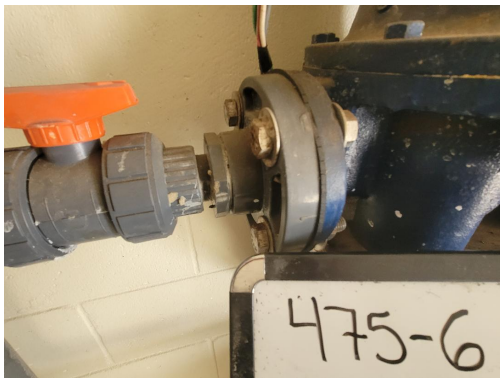
475-2
Gasket/Black
Interior Tank South Wall



475-3
Gasket/Black
Interior Tank Top

475-4
Gasket/Red
Interior Tank Top

475-5
Padding/Black
Typical Interior Tank Supports



475-6
Gasket/Black
Interior Water System/Blue Meter

475-7
Gasket/Black
Interior Water System/Red Unit

475-8
Concrete
Typical Interior Tank Supports

IX. LICENSING

Asbestos Consulting & Training Systems

2835 N.W. 12TH Avenue, Fort Lauderdale, Florida 33311

This is to Certify that

Chris Ritko

XXX-XX-5510

8786 Sonoma Coast Drive, Winter Garden, FL 34787

has successfully completed an English

Asbestos Building Inspection Refresher

9-Sep-25 TO 9-Sep-25

and has completed the requisite training for TSCA

Meets state requirements of FL49-0001020/CN-0006273

NDAAC Provider #451 Trainer(s): Alberto Ania

Training Address: 4241 Baymeadows Rd Ste1. Jacksonville, FL, 32217

Successful course completion based on exam score on: 09/09/25

This Certificate Expires:

9-Sep-26 09/09/26

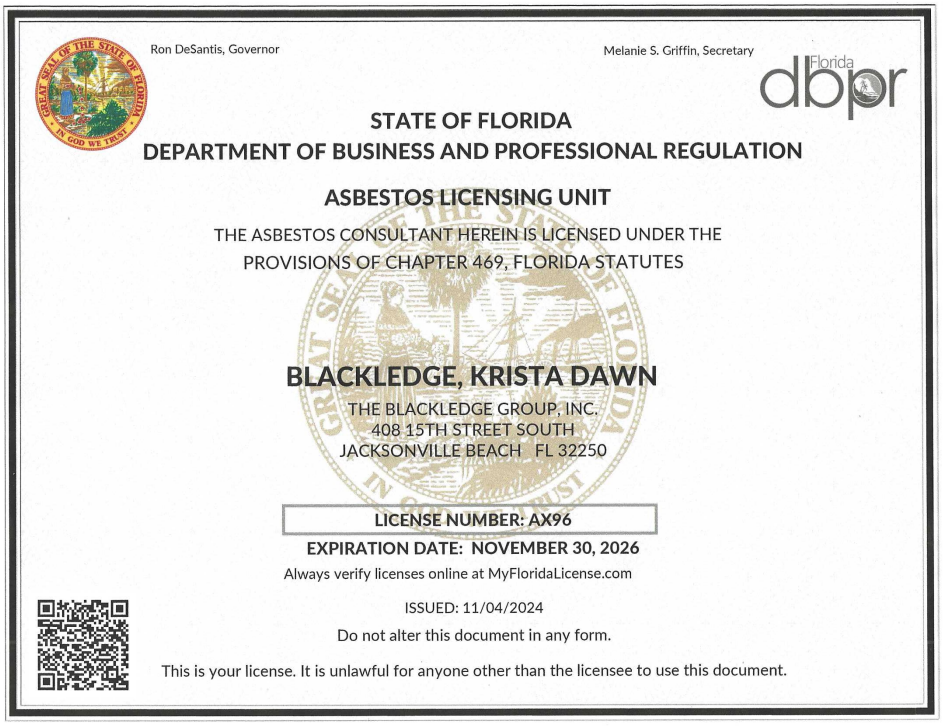
Processed By: Seagull

To Authenticate Certificate www.seagulltraining.com 1-800-966-9933

James F. Stump, Course Sponsor

Certificate Number: 200244

Course Number: JE2537



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS CONSULTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

BLACKLEDGE, KRISTA DAWN

THE BLACKLEDGE GROUP, INC.
408 15TH STREET SOUTH
JACKSONVILLE BEACH FL 32250

LICENSE NUMBER: AX96

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/04/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

X. GLOSSARY

Active waste disposal site: any disposal site other than an inactive site.

Adequately wet: sufficiently mix or penetrate with liquid to prevent the release of particulates. If visible emissions are observed coming from asbestos-containing material, then that material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wet.

Asbestos: the asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite.

Asbestos-containing waste materials: mill tailings or any waste that contains commercial asbestos and is generated by a source subject to the provisions of this subpart. This term includes filters from control devices, friable asbestos waste material, and bags or other similar packaging contaminated with commercial asbestos. As applied to demolition and renovation operations, this term also includes regulated asbestos-containing material waste and materials contaminated with asbestos including disposable equipment and clothing.

Asbestos mill: any facility engaged in converting, or in any intermediate step in converting, asbestos ore into commercial asbestos. Outside storage of asbestos material is not considered a part of the asbestos mill.

Asbestos tailings: any solid waste that contains asbestos and is a product of asbestos mining or milling operations.

Asbestos waste from control devices: any waste material that contains asbestos and is collected by a pollution control device.

Category I non-friable asbestos-containing material (ACM): asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy.

Category II non-friable ACM: any material, excluding Category I non-friable ACM, containing more than 1 percent asbestos as determined using the methods specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Commercial asbestos: any material containing asbestos that is extracted from ore and has value because of its asbestos content.

Cutting: to penetrate with a sharp-edged instrument and includes sawing, but

does not include shearing, slicing, or punching.

Demolition: the wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.

Emergency renovation operation: a renovation operation that was not planned but results from a sudden, unexpected event that, if not immediately attended to, presents a safety or public health hazard, is necessary to protect equipment from damage, or is necessary to avoid imposing an unreasonable financial burden. This term includes operations necessitated by nonroutine failures of equipment.

Fabricating: any processing (e.g., cutting, sawing, drilling) of a manufactured product that contains commercial asbestos, with the exception of processing at temporary sites (field fabricating) for the construction or restoration of facilities. In the case of friction products, fabricating includes bonding, debonding, grinding, sawing, drilling, or other similar operations performed as part of fabricating.

Facility: any institutional, commercial, public, industrial, or residential structure, installation, or building (including any structure, installation, or building containing condominiums or individual dwelling units operated as a residential cooperative, but excluding residential buildings having four or fewer dwelling units); any ship; and any active or inactive waste disposal site. For purposes of this definition, any building, structure, or installation that contains a loft used as a dwelling is not considered a residential structure, installation, or building. Any structure, installation or building that was previously subject to this subpart is not excluded, regardless of its current use or function.

Facility component: any part of a facility including equipment.

Friable asbestos material: any material containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763 section 1, Polarized Light Microscopy, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than 10 percent as determined by a method other than point counting by polarized light microscopy (PLM), verify the asbestos content by point counting using PLM.

Fugitive source: any source of emissions not controlled by an air pollution control device.

Glove bag: a sealed compartment with attached inner gloves used for the handling of asbestos-containing materials. Properly installed and used, glove bags provide a small work area enclosure typically used for small-scale asbestos stripping operations. Information on glove-bag installation, equipment and supplies, and work practices is contained in the Occupational Safety and Health

Administration's (OSHA's) final rule on occupational exposure to asbestos (appendix G to 29 CFR 1926.58).

Grinding: to reduce to powder or small fragments and includes mechanical chipping or drilling.

In poor condition: the binding of the material is losing its integrity as indicated by peeling, cracking, or crumbling of the material.

Inactive waste disposal site: any disposal site or portion of it where additional asbestos-containing waste material has not been deposited within the past year. Installation means any building or structure or any group of buildings or structures at a single demolition or renovation site that are under the control of the same owner or operator (or owner or operator under common control).

Leak-tight: solids or liquids cannot escape or spill out. It also means dust-tight.

Malfunction: any sudden and unavoidable failure of air pollution control equipment or process equipment or of a process to operate in a normal or usual manner so that emissions of asbestos are increased. Failures of equipment shall not be considered malfunctions if they are caused in any way by poor maintenance, careless operation, or any other preventable upset conditions, equipment breakdown, or process failure.

Manufacturing: the combining of commercial asbestos-or, in the case of woven friction products, the combining of textiles containing commercial asbestos-with any other material(s), including commercial asbestos, and the processing of this combination into a product. Chlorine production is considered a part of manufacturing.

Natural barrier: a natural object that effectively precludes or deters access. Natural barriers include physical obstacles such as cliffs, lakes or other large bodies of water, deep and wide ravines, and mountains. Remoteness by itself is not a natural barrier.

Non-friable asbestos-containing material: any material containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy, that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Nonscheduled renovation operation: a renovation operation necessitated by the routine failure of equipment, which is expected to occur within a given period based on past operating experience, but for which an exact date cannot be predicted.

Outside air: the air outside buildings and structures, including, but not limited to, the air under a bridge or in an open air ferry dock.

Owner or operator of a demolition or renovation activity: any person who owns, leases, operates, controls, or supervises the facility being demolished or renovated or any person who owns, leases, operates, controls, or supervises the demolition or renovation operation, or both.

Particulate asbestos material: finely divided particles of asbestos or material containing asbestos.

Planned renovation operations: a renovation operation, or a number of such operations, in which some RACM will be removed or stripped within a given period of time and that can be predicted. Individual nonscheduled operations are included if a number of such operations can be predicted to occur during a given period of time based on operating experience.

Regulated asbestos-containing material (RACM): (a) Friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this subpart.

Remove: to take out RACM or facility components that contain or are covered with RACM from any facility.

Renovation: altering a facility or one or more facility components in any way, including the stripping or removal of RACM from a facility component. Operations in which load-supporting structural members are wrecked or taken out are demolitions.

Resilient floor covering: asbestos-containing floor tile, including asphalt and vinyl floor tile, and sheet vinyl floor covering containing more than 1 percent asbestos as determined using polarized light microscopy according to the method specified in appendix E, subpart E, 40 CFR part 763, Section 1, Polarized Light Microscopy.

Roadways: surfaces on which vehicles travel. This term includes public and private highways, roads, streets, parking areas, and driveways.

Strip: to take off RACM from any part of a facility or facility components.

Structural member: any load-supporting member of a facility, such as beams and load supporting walls; or any nonload-supporting member, such as ceilings and nonload-supporting walls.

Visible emissions: any emissions, which are visually detectable without the aid of instruments, coming from RACM or asbestos-containing waste material, or from any asbestos milling, manufacturing, or fabricating operation. This does not include condensed, uncombined water vapor.

Waste generator: any owner or operator of a source covered by this subpart whose act or process produces asbestos-containing waste material.

Waste shipment record: the shipping document, required to be originated and signed by the waste generator, used to track and substantiate the disposition of asbestos-containing waste material.

Working day: Monday through Friday and includes holidays that fall on any of the days Monday through Friday.

HAYES MICROBIAL CONSULTING

#26007573

Analysis Report prepared for

DK Environmental & Construction Services, Inc.

8786 Sonoma Coast Drive
Winter Garden, FL 34787

Phone: **(814) 243-1927**

475 NE 3rd Street
Ocala, FL 34470

Collected: **February 13, 2026**
Received: **February 18, 2026**
Reported: **February 19, 2026**

We would like to thank you for trusting Hayes Microbial for your analytical needs!
We received 17 samples by UPS in good condition for this project on February 18th, 2026.

The results in this analysis pertain only to this job, collected on the stated date, and should not be used in the interpretation of any other job. Information supplied by the customer can affect the validity of results. These results apply only to the samples as received. This report may not be duplicated, except in full, without the written consent of Hayes Microbial Consulting, LLC.

All information provided to Hayes Microbial is confidential information relating to our customers and their clients. We will not disclose, copy, or distribute any information verbally or written, except to those designated by the customer(s). We take confidentiality very seriously. No changes to the distribution list will be made without the express consent of the customer.

This laboratory bears no responsibility for sample collection activities, analytical method limitations, or your use of the test results. Interpretation and use of test results are your responsibility. Any reference to health effects or interpretation of mold levels is strictly the opinion of Hayes Microbial. In no event, shall Hayes Microbial or any of its employees be liable for lost profits or any special, incidental or consequential damages arising out of the use of these test results.

Steve Hayes, BSMT(ASCP)
Laboratory Director
Hayes Microbial Consulting, LLC.

EPA Laboratory ID: VA01419

DPH License: #PH-0198

Chris Ritko, MRSA2640
DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive
Winter Garden, FL 34787
(814) 243-1927

475 NE 3rd Street
Ocala, FL 34470

#26007573

Asbestos PLM Bulk

EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
1	475-1-1 - Tank Wrap/Typical Interior Tank	Homogenous / Wrap / White	80%	20% Fiberglass	**None Detected**
2	475-1-2 - Tank Wrap/Typical Interior Tank	Homogenous / Wrap / White	80%	20% Fiberglass	**None Detected**
3	475-1-3 - Tank Wrap/Typical Interior Tank	Homogenous / Wrap / White	80%	20% Fiberglass	**None Detected**
4	475-2-1 - Gasket/Interior Tank South Wall	Homogenous / Gasket / Black	100%		**None Detected**
5	475-2-2 - Gasket/Interior Tank South Wall	Homogenous / Gasket / Black	100%		**None Detected**
6	475-3-1 - Gasket/Black/Interior Tank Top	Homogenous / Gasket / Black	100%		**None Detected**
7	475-3-2 - Gasket/Black/Interior Tank Top	Homogenous / Gasket / Black	100%		**None Detected**
8	475-4-1 - Gasket/Red/Interior Tank Top	Homogenous / Gasket / Red	100%		**None Detected**
9	475-4-2 - Gasket/Red/Interior Tank Top	Homogenous / Gasket / Red	100%		**None Detected**
10	475-5-1 - Padding/Typical Interior Tank Supports	Homogenous / Bulk Material / Black	100%		**None Detected**
11	475-5-2 - Padding/Typical Interior Tank Supports	Homogenous / Bulk Material / Black	100%		**None Detected**

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#26007573

Asbestos PLM Bulk

EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
12	475-6-1 - Gasket/Interior Water System/Blue Meter	Homogenous / Gasket / Black	100%		**None Detected**
13	475-6-2 - Gasket/Interior Water System/Blue Meter	Homogenous / Gasket / Black	100%		**None Detected**
14	475-7-1 - Gasket/Interior Water System/Red Unit	Homogenous / Gasket / Black	100%		**None Detected**
15	475-7-2 - Gasket/Interior Water System/Red Unit	Homogenous / Gasket / Black	100%		**None Detected**
16	475-8-1 - Concrete/Typical Interior Tank Supports	Homogenous / Cementitious / Gray	100%		**None Detected**
17	475-8-2 - Concrete/Typical Interior Tank Supports	Homogenous / Cementitious / Gray	100%		**None Detected**

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Winter Garden, FL 34787
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475 NE 3rd Street
Ocala, FL 34470

#26007573

Asbestos Analysis Information

Analysis Details	All samples were received in acceptable condition unless otherwise noted on the report. This report must not be used by the client to claim product certification, approval, or endorsement by AIHA, NIST, NVLAP, NY ELAP, or any agency. The results relate only to the items tested. Hayes Microbial Consulting reserves the right to dispose of all samples after a period of 60 days in compliance with state and federal guidelines.
PLM Analysis	All Polarized Light Microscopy (PLM) results include an inherent uncertainty of measurement associated with estimating percentages by PLM. Materials with interfering matrix, low asbestos content, or small fiber size may require additional analysis via TEM Analysis.
TEM Analysis	Analysis by TEM is capable of providing positive identification of asbestos type(s) and semi-quantitation of asbestos content.
Definitions	'None Detected' - Below the detected reporting limit of 1% unless point counting is performed, then the detected reporting limit is .25%.
New York ELAP	Per NY ELAP198.6 (NOB), TEM is the only reliable method to declare an NOB material as Non-Asbestos Containing. Any NY ELAP samples that are subcontracted to another laboratory will display the name and ELAP Lab Identification number in the report page heading of those samples. The original report provided to Hayes Microbial Consulting is available upon request.

DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive
Winter Garden, FL 34787
407-614-4572
814-243-1927
dkenvironmental@yahoo.com

Chain of Custody

N

SHIP: UPS - SD
DATE: 02-18-2026
4202 3112 4067

ASBESTOS
26007573

Job Number:	Job Name: 475 NE 3RD STREET OCALA, FL 34470	Collector:	Email: dkenvironmental@yahoo.com
Date Collected: 02/13/26		Notes: STOP AT FIRST POSITIVE (IF APPLICABLE)	
Mobile:			

Sample #	Sample Name	Analysis Type	Volume	TAT	Notes
475-1-(1-3)	TANK WRAP/TYPICAL INTERIOR TANK	PLM		1 DAY	
475-2-(1-2)	~~GASKET~~ GASKET/INTERIOR TANK SOUTH WALL	↓		↓	
475-3-(1-2)	GASKET/BLACK/INTERIOR TANK TOP				
475-4-(1-2)	GASKET/RED/INTERIOR TANK TOP				
475-5-(1-2)	PADDING/TYPICAL INTERIOR TANK SUPPORTS				
475-6-(1-2)	GASKET/INTERIOR WATER SYSTEM/BLUE METER				
475-7-(1-2)	GASKET/INTERIOR WATER SYSTEM/RED UNIT	↓		↓	
(17) 475-8-(1-2)	CONCRETE/TYPICAL INTERIOR TANK SUPPORTS				

Analysis Type		Description	TAT	Sample Types
Spore Trap	S	Identification & Enumeration of Fungal Spores	24 Hour	Spore Trap cassettes, Impact slides
	S+	I & E of Fungal Spores + total dander, fiber and pollen count	24 Hour	Spore Trap cassettes, Impact slides
Direct ID	D	ID and Semi-quantative enumeration of spores and mycelium	24 Hour	Tape, Bio-Tape, Swab, Bulk, Agar Plate for ID only
	D+	ID and Enumeration with spores count	24 Hour	Tape, Bio-Tape, Swab, Bulk, Agar Plate for ID only
Culture	C1	Identification & Enumeration of Mold only	7 Day	Anderson Air Plate, Swab, Bulk
	C2	Identification & Enumeration of Bacteria only	4 Day	Anderson Air Plate, Swab, Bulk
	C3	Identification & Enumeration of Mold and Bacteria	7 Day	Anderson Air Plate, Swab, Bulk
	C5	Coliform Screen for Sewage Bacteria	2 Day	Anderson Air Plate, Swab, Bulk
Dust Mite	A1	Semi-quantative analysis of dust mite allergen	24 Hour	Bulk Dust
Particle	P	Total Particulate Analysis	24 Hour	Spore Trap cassettes, Impact slides, Bio-Tape

Relinquished by:	Date: 02/13/26	Rcvd By:	Date: 2/18/26	Time:

BID TABULATION & NOTICE OF INTENT TO AWARD

Bid Name: **Surface Depression NE 17TH RD**

ProRFx ID: ITB01202600000009
Solicitation: **ITB# ENG/260395**
Bids: 2

Buyer: Eileen Marquez
Buyer Email: emarquez@ocalafl.org
Buyer Phone: 352-629-8362

4/20/2026 **Notice of Intent to Award** to A & A Trucking & Excavating., **pending City Council approval.**

Bidder Name	Office Location	Total Bid Amount
Thomas F Amodeo/A & A Trucking & Excavating	**Ocala, FL**	**$ 52,468.70**
Razorback LLC	**Tarpoon Springs, FL**	**$ 113,400.00**

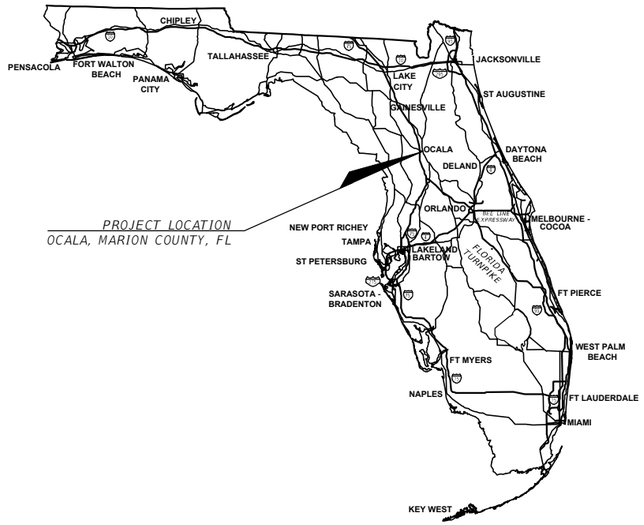
			Bidder Name	**Thomas F Amodeo/A & A Trucking & Excavating**	**Razorback LLC**
			Location	**Ocala, FL**	**Tarpoon Springs, FL**
ITEM	**DESCRIPTION**	**UOM**		**UNIT COST**	**UNIT COST**
1	Alum Station System Removal Per Plan Set, Scope of Work, and Exhibits.	LS		$ 49,494.00	$ 109,516.00
2	Bonds	LS		$ 2,474.70	$ 3,384.00
3	Estimated Permit Cost	LS		$ 500.00	$ 500.00
			TOTAL BID AMOUNT	**$ 52,468.70**	**$ 113,400.00**

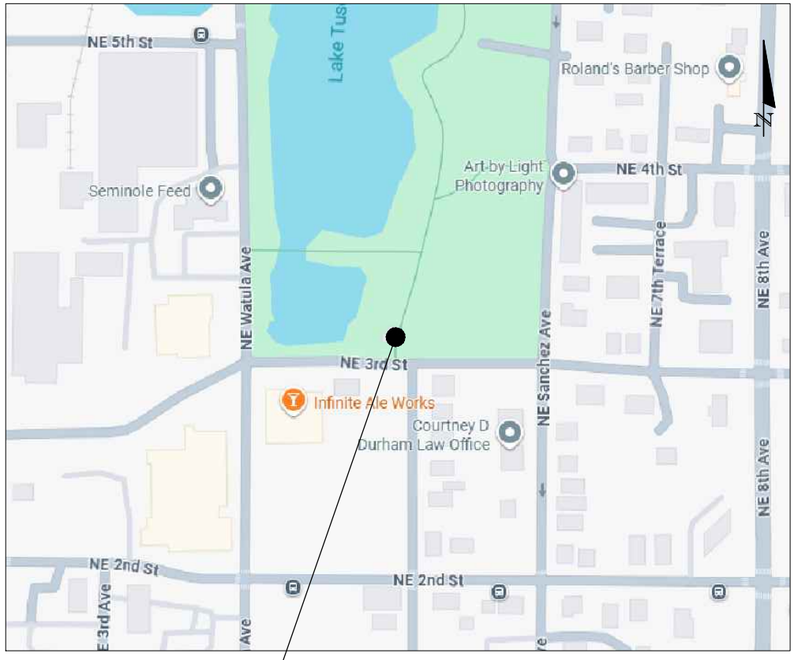
CONTRACT PLANS

ITB NO. ENGCIP25-0025

TUSCAWILLA ALUM STATION REMOVAL

100% PLANS
FOR CONSTRUCTION
DATE: 12/23/2025





LOCAL UTILITIES

UTILITY COMPANY	PHONE NUMBER	EMERGENCY
OCALA PUBLIC WORKS (TRAFFIC)	(352) 351-6733	
OCALA ELECTRIC UTILITY	(352) 351-6650	(352) 351-6666 (LEAVE MESSAGE)
OCALA WATER RESOURCES	(352) 351-6772	(352) 351-6775
COX COMMUNICATIONS	(888) 269-9693	
CENTURYLINK	(352) 368-8817	
TECO GAS	(352) 622-0112	(352) 622-0111

INDEX

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	DEMOLITION EXHIBIT
4	DEMO NOTES
5	SITE PHOTOS

CITY ENGINEER'S OFFICE
1805 NE 30th AVE, BLDG #600
OCALA, FLORIDA 34470

811 Know what's below. Call 811 before you dig.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

AUSTIN H CASH, P.E.
STATE OF FLORIDA PROFESSIONAL
ENGINEER LICENSE NUMBER: 101078
VALID ONLY WITH EMBOSSED SEAL

PREPARED BY
OCALA City Engineer's Office

PROJECT No. 25204
PROJECT NAME: TUSCAWILLA ALUM STATION REMOVAL

KEY SHEET

SHEET No. 1

AUSTIN H. CASH
LICENSE
No 101078
STATE OF FLORIDA
PROFESSIONAL ENGINEER

CITY OF OCALA
CITY ENGINEER'S OFFICE
1805 NE 30TH AVE., BLDG. 300
OCALA, FL 34470

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

PLAN INDEX

KEY SHEET
SIGNATURE SHEET
DEMOLITION EXHIBIT
DEMO NOTES
SITE PHOTOS

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

ENGINEER OF RECORD

AUSTIN H CASH, P.E.
STATE OF FLORIDA PROFESSIONAL
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PREPARED BY

OCALA City Engineer's Office

PROJECT No. 25204

PROJECT NAME: TUSCAWILLA ALUM STATION REMOVAL

SIGNATURE SHEET

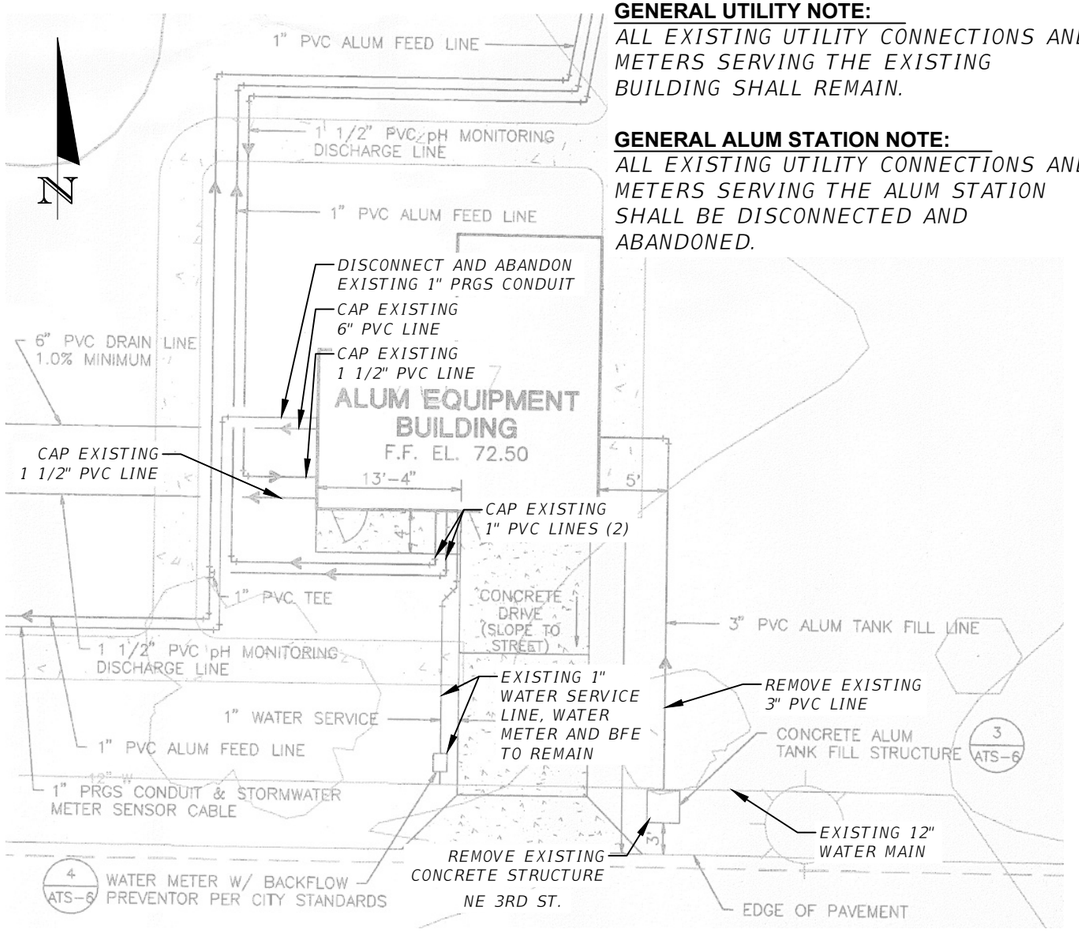
SHEET No. 2

GENERAL UTILITY NOTE:

ALL EXISTING UTILITY CONNECTIONS AND METERS SERVING THE EXISTING BUILDING SHALL REMAIN.

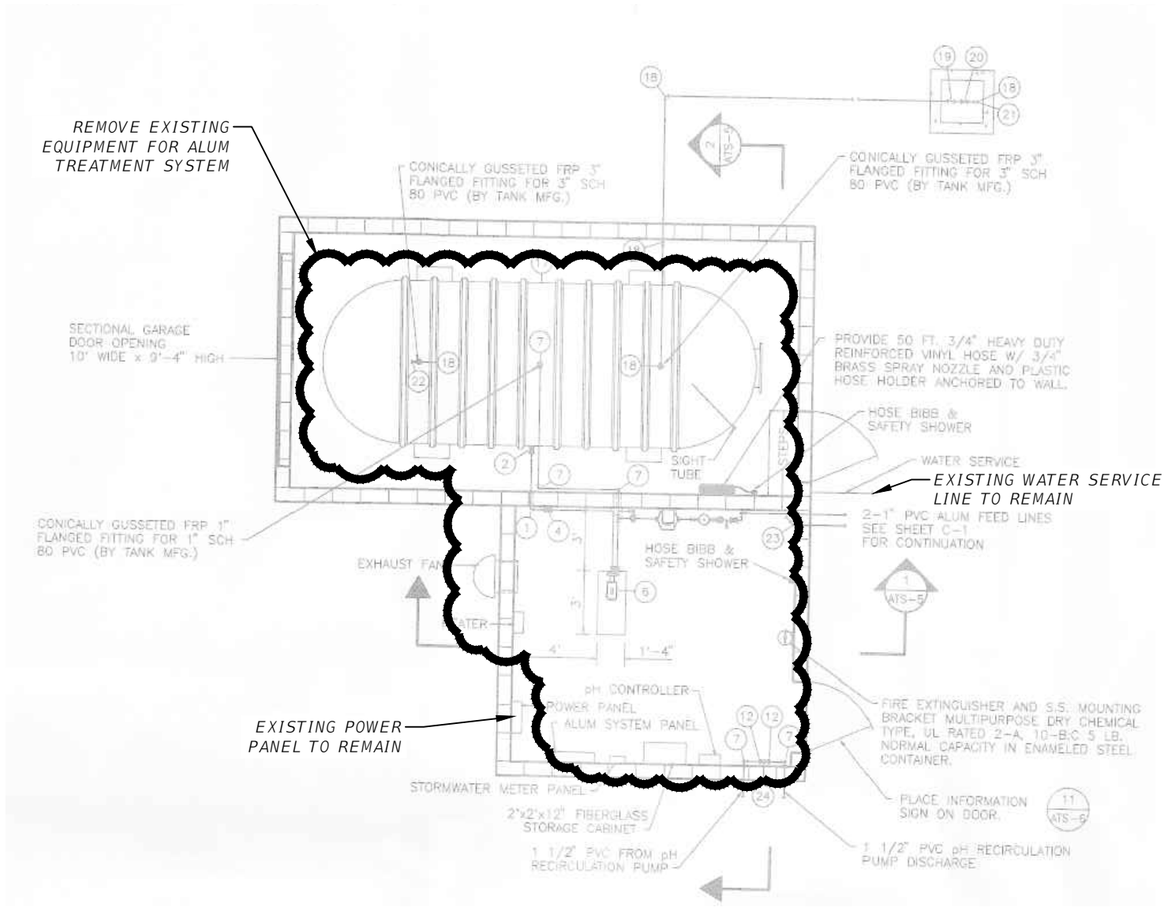
GENERAL ALUM STATION NOTE:

ALL EXISTING UTILITY CONNECTIONS AND METERS SERVING THE ALUM STATION SHALL BE DISCONNECTED AND ABANDONED.



EXTERIOR DEMOLITION PLAN:

NOT TO SCALE



INTERIOR DEMOLITION PLAN:

NOT TO SCALE

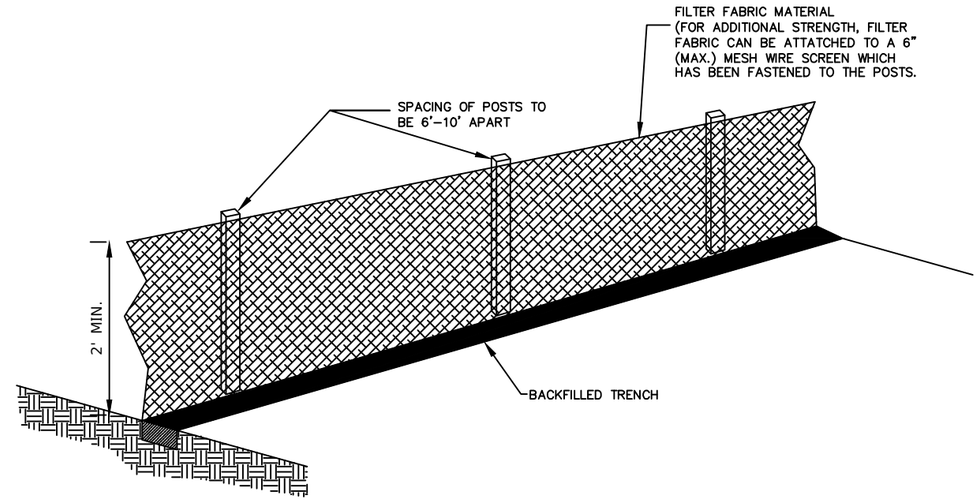
REVISIONS				ENGINEER OF RECORD	PREPARED BY	PROJECT No. 25204	SHEET No.
DATE	DESCRIPTION	DATE	DESCRIPTION			PROJECT NAME: TUSCAWILLA ALUM STATION REMOVAL	
----	----			AUSTIN H CASH, P.E. STATE OF FLORIDA PROFESSIONAL ENGINEER LICENSE NUMBER: 101078 VALID ONLY WITH EMBOSSED SEAL	OCALA City Engineer's Office	DEMOLITION EXHIBIT	3

DEMOLITION NOTES

1. DEMOLITION IS FOR THE EXISTING ITEMS (MAINLY ABOVE GROUND) WITHIN DEMOLITION LIMITS.
2. "DEMOLITION ITEM" SHALL REFER TO ANY EXISTING STRUCTURE OR COMPONENT THAT IS TO BE REMOVED.
3. "REMOVE" SHALL REFER TO THE DEMOLITION (OR DISMANTLING) AND REMOVAL OF ANY DEMOLITION ITEM (OR UTILITY) AND THE HAULING AWAY OF MATERIALS, BY THE CONTRACTOR, TO THE APPROPRIATE DESTINATIONS.
4. THE EXISTING TEMPORARY FENCE IS TO REMAIN IN PLACE DURING AND AFTER THE DEMOLITION PHASE.
5. CONSTRUCTION EQUIPMENT MUST MAINTAIN A MINIMUM APPROACH DISTANCE OF 20' FROM ANY OVERHEAD POWER LINES.
6. ALL ELECTRICAL POWER SUPPLY TO THE DEMOLITION LIMITS IS TO BE PROPERLY DISCONNECTED BY THE CITY OF OCALA BEFORE THE ACTUAL DEMOLITION BEGINS.
7. ALL IN GROUND PULL BOXES (ELECTRICAL VAULTS) ARE TO REMAIN.
8. UNDERGROUND UTILITIES THAT ARE TO BE ABANDONED SHALL REMAIN IN PLACE (TO BE COORDINATED WITH CITY OF OCALA, ENGINEERING & WATER RESOURCES) HOWEVER, ALL EXISTING FUNCTIONAL WATER MAINS, THAT ARE CONNECTED TO THE DEMOLITION ITEMS, ARE TO BE:
   - 8.1. CAPPED AT THE NECESSARY AREAS WHERE DISCONNECTION IS MADE,
   - 8.2. PRESSURE TESTED TO ENSURE THAT THERE ARE NO LEAKS,
   - 8.3. AND WHERE THERE IS A GAP CAUSED BY THE DEMOLITION, SIMILAR ADDITIONAL MATERIAL IS TO BE ADDED, SO THAT THE PIPE NETWORK LOOP IS CLOSED AS NECESSARY.
9. ABOVEGROUND UTILITIES, IF APPLICABLE, ARE TO BE REMOVED TO A DEPTH OF 4' BELOW GRADE (MAX.) AND CAPPED AS NECESSARY.
10. ALL ATTACHMENTS, OF A DEMOLITION ITEM, ARE TO BE REMOVED.
    - 10.1. ATTACHMENTS INCLUDE, BUT ARE NOT LIMITED TO, SUPPORTING STRUCTURES AND ITEMS THAT ARE LOCATED WITHIN, OR IMMEDIATELY ATTACHED TO, A DEMOLITION ITEM.
11. REMOVE ALL LIGHT POLES WITHIN DEMOLITION LIMITS.
12. REMOVE ALL TREES WITHIN DEMOLITION LIMITS.
13. ALL MATERIALS LISTED IN THE "SCOPE OF WORK" SHOULD BE CONSIDERED ASSUMED. MAY NOT INCLUDE ALL MATERIALS PRESENT IN STRUCTURES, ONLY THE BULK OF MATERIALS PRESENT.
14. ALL ENVIRONMENTALLY HAZARDOUS MATERIALS, IF FOUND, ARE TO BE APPROPRIATELY DISPOSED OF SO THAT THEY DO NOT POSE ANY THREAT TO THE ENVIRONMENT.
15. ALL DEMOLITION ITEMS, IF APPLICABLE, ARE TO BE REMOVED 4' BELOW GRADE (MAX.) AND WHAT REMAINS IS TO BE BROKEN UP TO MEET FLORIDA D.E.P. STANDARDS AS STATED IN THE 'D.E.P. WWTF ABANDONMENT REQUIREMENTS':
16. LEVEL WORK AREA AS NECESSARY. BACK FILL, WITH DIRT, ALL VOIDS CREATED BY THE DEMOLITION. USE CLEAN FILL (FREE DRAINING).
17. TO KEEP STORM WATER RUNOFF FLOWING ACROSS AND TO THE PROPER DESTINATION, RETURN ALL DISTURBED AREAS TO GRADE. THE CITY WOULD PREFER THAT THE FULL EXTENT OF THE DEMOLITION LIMITS BE GRADED TO BEST MATCH THE IMMEDIATE SURROUNDING AREA AND/OR THE ELEVATION OF THE EXISTING PARKING AREA (ITEM S ON SHEET 4).
18. SEED, AS NECESSARY, ALL DISTURBED AREAS.

DISCLAIMER

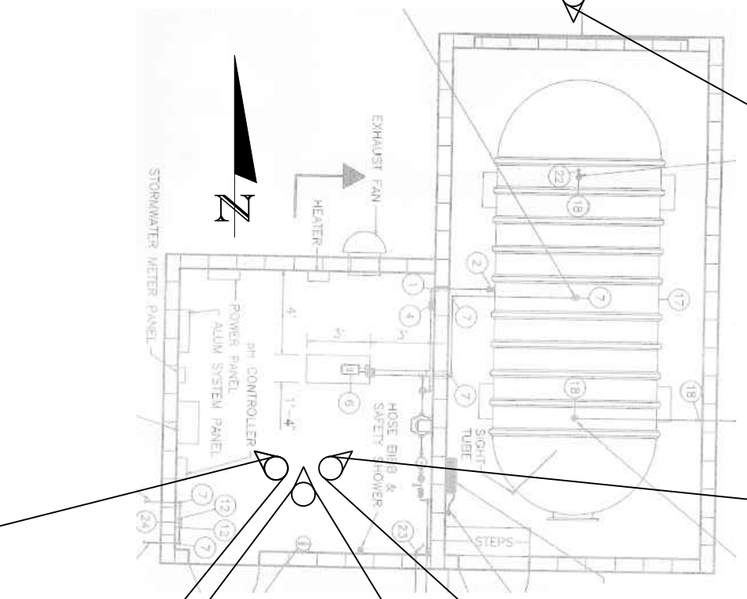
This information provided was derived from documents in the possession of the City of Ocala that are readily available. All existing underground utilities should be considered assumed. No warranties, expressed or implied, are provided as to the accuracy of the underground data herein & should be verified to determine exact location.

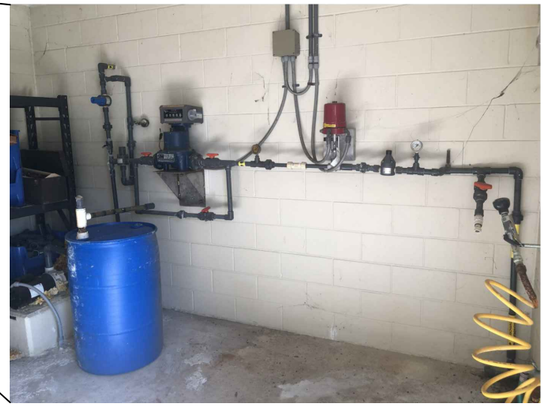


TYP. SILT FENCE DETAILS

REVISIONS				ENGINEER OF RECORD	PREPARED BY	PROJECT No. 25204	SHEET No.
DATE	DESCRIPTION	DATE	DESCRIPTION			PROJECT NAME: TUSCAWILLA ALUM STATION REMOVAL	
----	----			AUSTIN H CASH, P.E. STATE OF FLORIDA PROFESSIONAL ENGINEER LICENSE NUMBER: 101078 VALID ONLY WITH EMBOSSED SEAL	OCALA City Engineer's Office	DEMO NOTES	4

BUILDING LAYOUT





REVISIONS				ENGINEER OF RECORD	PREPARED BY	PROJECT No. 25204	SHEET No.
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File #: RES-2026-34 Agenda Item #: 6b.

Submitted By: Austin Cash

Presentation By: Sean Lanier

Department: Engineering

FORMAL TITLE:
Resolution 2026-34 to adopt the Marion County Local Mitigation Strategy Plan 2025 Update

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Federal Disaster Mitigation Act of 2000 requires local governments to maintain a Local Mitigation Strategy (LMS) Plan, which identifies potential natural and man-made hazards faced by each community, along with methods to minimize impacts and speed recovery from disasters. Adoption of the LMS makes the County and incorporated cities eligible for grants used for disaster analysis, preparedness, and recovery. A full update to the plan is required every five years. The City adopted the 2020 update by Resolution 2021-22 on May 4, 2021. The full 2025 LMS Plan is attached and can also be found at Local Mitigation Strategy | Marion County, FL <https://www.marionfl.org/agencies-departments/departments-facilities-offices/growth-services/local-mitigation-strategy>

FINDINGS AND CONCLUSIONS:
The LMS Working Group and staff have completed the required update and submitted it to the Florida Division of Emergency Management (FDEM), which granted approval subject to final local government adoption. Marion County Commission is scheduled to adopt the update at its regular meeting on June 2, 2026.

Staff recommends adopting the LMS Plan 2025 Update and authorizing the final submission to the FDEM and FEMA.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:

N/A

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

RESOLUTION 2026-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA ADOPTING THE MARION COUNTY LOCAL MITIGATION STRATEGY PLAN, 2025 UPDATE; PROVIDING FOR THE REPEAL OF INCONSISTENT ARTICLES; PROVIDING DIRECTION TO STAFF AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ocala, Florida is vulnerable to the human and economic costs of natural, technological, and societal disasters, and the City Council recognizes the importance of reducing or eliminating those vulnerabilities for the overall safety, health, and welfare of the community; and

WHEREAS, the City of Ocala, Florida recognizes that, regardless of efforts and preparation to reduce or eliminate such vulnerabilities, natural, technological, and societal disasters may occur and recovery from such disasters is critical to the overall safety, health, and welfare of the community; and

WHEREAS, the Federal Disaster Mitigation Act of 2000 (hereinafter the "Act") required each local jurisdiction to establish and maintain an individual local mitigation plan or actively participate in the development and maintenance of multi-jurisdictional local mitigation plan; and

WHEREAS, the Act significantly expanded the mitigation planning requirements necessary for state and local jurisdictions to maintain their eligibility for federal hazard mitigation funds; and

WHEREAS, Chapter 44 CFR, Sections 201 & 206 provide that a local jurisdiction(s) must review and revise the local mitigation plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities, and update the local mitigation plan a minimum of every five years in order to continue to be eligible for federal hazard mitigation funds under the United States of America, Federal Emergency Management Agency (hereinafter “FEMA”); and

WHEREAS, the State of Florida, Division of Emergency Management (hereinafter “FDEM”) is the office responsible for reviewing and coordinating local mitigation plans for state and federal compliance as well as distributing state allocated federal hazard mitigation funds; and

WHEREAS, Rule 9G-22, *Florida Administrative Code*, defines a local mitigation plan as the jurisdiction's Local Mitigation Strategy (hereinafter "LMS") and sets forth the method for monitoring and evaluating changes to hazard assessments, project priority list, critical facilities list, repetitive flood-loss list, and map revisions; and

WHEREAS, Marion County, Florida as well as the City of Ocala, Florida, the City of Belleview, Florida, the City of Dunnellon, Florida, the Town of McIntosh, Florida, the Town of Reddick, Florida, together with their community stakeholders, have prepared, adopted, and maintained a Local Mitigation Strategy Plan (hereinafter "LMS Plan") which presents a unified strategy toward building a disaster-resilient community; and

WHEREAS, the Marion County, Florida LMS Working Group is comprised of thirteen members, one each selected from the Board of County Commissioners of Marion County, Florida, the City of Ocala, Florida, the City of Belleview, Florida, the City of Dunnellon, Florida, the Marion County Emergency Operations Center, the Marion County School Board, the Ocala/Marion County Chamber & Economic Partnership, the Ocala Marion County Realtors/Builders Association, the Salvation Army, a local power provider, a local health care provider and two county residents; and

WHEREAS, the Board of County Commissioners of Marion County, Florida tasked the LMS Working Group to create and maintain the Marion County LMS Plan; and

WHEREAS, Marion County's original LMS Plan was approved and adopted in 1999 by Resolution No. 99-R-293 and updated by Resolution 05-R-108; Resolution 11-R-129; Resolution 16-R-115 and Resolution 21-R-214; and

WHEREAS, the LMS Working Group prepared the Marion County Local Mitigation Strategy Five-Year Plan 2025 Update (hereinafter the "Update") pursuant to Chapter 44 CFR Sec. 201 and Rule 9G-22, F.A.C., including conducting public outreach to receive public comment and recommendations regarding the Update; and

WHEREAS, the Update has received conditional approval by the FDEM and FEMA; and

WHEREAS, the FDEM and FEMA conditional approval of the LMS Update will become final upon adoption of the Update by the Board of County Commissioners of Marion County, Florida; and

WHEREAS, the City Council of the City of Ocala, Florida now desires to adopt the Update as adopted by the Board of County Commissioners of Marion County, Florida; and

WHEREAS, the City Council of the City of Ocala, Florida finds and determines that the adoption of the Update , as adopted by the Board of County Commissioners of Marion County, Florida, serves a public purpose, protects the health, safety and welfare of and is the best interest of the City of Ocala, Florida and its citizens.

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Ocala, Florida as follows:

Section 1. Adoption and Incorporation of Recitals.

The City Council of the City of Ocala, Florida adopts the above-outlined recitals and incorporates them herein

as part and parcel of this resolution.

Section 2. Purpose and Authority for Resolution.

This resolution is adopted for the purpose of adopting the Update adopted by the Board of County Commissioners of Marion County, Florida, by the City of Ocala, Florida, and is adopted pursuant to the authority granted by Chapters 166 and 252, *Florida Statutes*.

Section 3. Adoption of Marion County Local Mitigation Strategy Five-Year Plan, 2025 Update.

The Marion County Local Mitigation Strategy Five-Year Plan, 2025 Update, adopted by the Board of County Commissioners of Marion County, Florida, is adopted by the City of Ocala, Florida.

Section 4. Repeal of Conflicting Articles.

The Marion County Local Mitigation Strategy Five-Year Plan, 2025 Update, as adopted by the City of Ocala, Florida herein, shall be the local mitigation strategy for the City of Ocala, Florida and any other plan or strategy, to the extent that it may be in conflict, is hereby repealed.

Section 5. Direction to Staff.

A copy of this Resolution shall be forwarded to the Board of County Commissioners of Marion County, Florida.

Section 6. Effective Date of Resolution.

This resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED, with a quorum present and voting, by the City Council of the City of Ocala, Florida this _____ day of _____ 2026.

CITY OF OCALA, FLORIDA,
a political subdivision of the State of Florida

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

MARION COUNTY
2025
LOCAL MITIGATION STRATEGY FIVE-YEAR PLAN

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EOC Director

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Chuck Varadin, AICP
Growth Services Director

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Sarah Wells
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Antony Alva
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CHAPTER ONE
EXECUTIVE SUMMARY

Introduction and Background

Like all counties throughout Florida, the communities of Marion County are vulnerable to a wide range of natural and technological disasters, as demonstrated by the very high human and economic costs of the events that recently impacted the northern portion of the state. To address this vulnerability, the Marion County Working Group for Local Mitigation Strategy (LMS) Development was created in July 1998. The Working Group includes representatives of County agencies and municipal governments, key community groups and private sector organizations. It has the responsibility to develop a comprehensive plan, or *"Strategy"* to eliminate or minimize the impacts of future disasters. The effort to eliminate or minimize the impacts of future disasters is often termed *"hazard mitigation."* Its key purpose is to identify the projects and programs that would be implemented to reduce the impacts of future disasters as resources to make so become available. These proposed projects and programs are termed *"mitigation initiatives."*

Marion County is required to have a FEMA-approved hazard mitigation plan under Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act). Section 322 of the Stafford Act requires "A mitigation plan that outlines processes for identifying the natural hazards, risks, and vulnerabilities of the area." The Disaster Mitigation Act amended the Stafford act, creating the framework for state, local, tribal and territorial governments to engage in hazard mitigation planning to receive certain types of non-emergency disaster assistance. These plans must be in accordance with the Disaster Mitigation Act of 2000. DMA2K is a mechanism for collaboration between state and local entities that encourages pre-disaster planning, recognizes the need for mitigation, and designates funding for projects through Federal grant opportunities.

The Florida Department of Community Affairs (DCA) provided a grant to Marion County, and any County municipality that desired to participate, in this planning process. Including Unincorporated Marion County, all municipalities have joined the LMS process and are members of the Working Group. These include the City of Ocala, City of Dunnellon, and the City of Belleview. The Towns of Reddick and McIntosh elected to not participate in the 2004 LMS program, however since 2004, both jurisdictions have been active members in the LMS process. Other participants in the Working Group to date include Marion County School Board, Office of Emergency Management, American Red Cross, Ocala Economic Development Council, and Ocala Electric Utility.

The Working Group is a partnership of local governments, community organizations, and prominent

elements of the private sector working together to make the communities of Marion County more resistant to the damage of future disasters.

This document combines appropriate parts of the prior versions of the update of the Local Mitigation Strategy, based on the planning accomplished by the Working Group, and is a report to the community, to local officials, and to the DEO. The 1999 document was originally prepared by Emergency Response Planning & Management, Inc., consultant to the County assisting with development of the Strategy. The Withlacoochee Regional Planning Council wrote the 2004 LMS update, and Marion County Growth Management Department staff members authored the 2010, 2015, 2020, and the 2025 updates.

The Chapters of this document provide information regarding the efforts to date of the Working Group. They summarize the analyses to identify hazards threatening the County and define how communities are vulnerable to those hazards. It also provides a list of the program proposals or projects that were developed to eliminate or minimize identified vulnerabilities.

The protocol that the Working Group will follow, upon approval by FEMA, includes requesting the governing bodies review the Strategy, and take action to adopt or endorse the Strategy. The Strategy will continue to be updated every five years and used in future years as a guide for planning, funding and developing the proposals listed in it. The Working Group's efforts were initiated with the identification of the goals and objectives that should be used to shape the Strategy. The Working Group chose to focus on protecting the citizens of Marion County from natural and man-made disasters, including hurricanes, wildfire, and hazardous materials incidents.

Strategy Development Highlights

Activities of the Working Group are overseen by a Steering Committee of formally designated representatives of the participants; the planning effort itself was originally conducted through four Subcommittees: Public Affairs, Financial Issues, Mitigation Planning and Risk Assessment. Currently, these subcommittees only meet on an as needed basis.

The Working Group has defined, adopted, and initiated a step-by-step planning process designed to determine the actions needed to reduce impacts of future disasters. Using this information, the planning participants have proposed numerous projects to eliminate or minimize these vulnerabilities. These proposed mitigation initiatives will be incorporated into the Strategy for implementation as resources become available. The list presented in this document will continue to change as the Strategy is updated and projects are approved.

In addition, the relevant existing plans, policies and codes of the local governments in Marion County have been assessed in the magnitude of the potentials hazards confronting the County. Based on the findings of these analyses, proposals for enhancements will continue to be considered for development and incorporation into the Strategy. Further, the Working Group will continue to investigate past

disasters that impacted Marion County. These events often clearly illustrate the types of "mitigation initiatives" that should be considered for incorporation into the Strategy.

The "mitigation initiatives" that are identified as needed based on these analyses are proposed by each of the planning participants and then coordinated by the Working Group to ensure that potential inter-jurisdictional impacts or conflicts, or duplication of initiatives, can be avoided. In addition to defining needed "mitigation initiatives," the Working Group, primarily through their own individual organizations, will continue to provide information to the public about the planning process and to obtain input to update the Strategy.

Contents of the Document

The Strategy provides information both describing activities of the Working Group and results of its planning. The Administrative Section provides administrative information regarding the Working Group activities in developing the Strategy. It consists of the bylaws and procedures by which the organization operates, as well as explaining the development and processing of mitigation initiatives for incorporation into the Strategy.

The document contains information that will be common to all participants. Then, each local jurisdiction is provided with its own separate portion of the Strategy for its use. This reflects the Working Group's policy that each local jurisdiction and organization must make its own decisions regarding the mitigation initiatives it wishes to implement, as well as the priorities that they should be given. The proposed mitigation initiatives listed in this document have been reviewed and coordinated by the Working Group.

As previously mentioned, the findings of this planning have resulted in multiple proposals, or mitigation initiatives, to be incorporated into the Strategy. As the Strategy is updated, this list will continue to grow and change, as additional information becomes available. The Working Group will continue to build on the foundation of the Strategy by updating, modifying and expanding the list of proposed mitigation initiatives and seeking to initiate them. In future years with this type of ongoing effort, the vulnerability of Marion County to the human and economic impact of disasters will continue to decrease.

Public Involvement

Since the first LMS meeting, people representing the public and private sector have joined and contributed to the work of the Working Group's four subcommittees and the Steering Committee to observe the development of the plan. As the process continues to move forward, in future years it is hoped that representation will increase, and participation will be evident in several initiatives and public support. The participation rate in the LMS has seen a rise and fall primarily based on the

existence of a threat or the occurrence of a threat in the preceding months. Public participation measures will include:

- Public Workshop - At a minimum, there will be one public workshop held after the completion of the draft Plan and prior to the plan's approval to solicit formal public comments on the LMS document.

- Public Hearings – City and County Commission Meetings. Municipal representatives, or the Public Affairs Subcommittee from the Working Group, will provide progress reports to City and County Board of Commissioners.

- Website - The Working Group posted the LMS document and related information on the Marion County website to further involve neighboring communities, local and regional agencies and other interested participants in the LMS update process. Any suggestions or comments pertaining to the LMS document may be e-mailed or faxed to the Marion County Planning Division.

Additionally, neighboring communities, local and regional agencies involved in hazard mitigation activities, agencies that have authority to regulate development, businesses, academia, other private interests and non-profit organizations were invited and encouraged to actively participate in the planning process and were included in all of the meeting announcements and LMS notices.

In early 2025, members of the Marion County Working Group and Steering Committee for Local Mitigation Strategy were contacted to participate in the 2025 LMS update. The Steering Committee has met regularly since the initial adoption of the document, many of the Working Group members were active in keeping the mitigation initiatives current. For the 2025 LMS update meeting, a memorandum was sent to public and private sector organizations. Representatives from the business community, elected officials, academia, business associations, homeowner and neighborhood organizations, civic organizations, residents and neighboring counties were invited to attend the meeting and encouraged to participate in the Marion County LMS update. The Working Group membership list is shown in Table I-1.

Changes within the 2025 Update

The LMS staff has reviewed each section of the 2020 LMS plan (planning process, risk assessment, mitigation strategy, and plan maintenance) for consistency with updated LMS plan requirements. The review consisted of identifying updated plan requirements as appropriate; necessary data changes for hazards and maps; and other necessary plan maintenance based on the experience of the Working Group members.

Planning Process

No significant changes were identified in the planning process.

Demographic and Population Trends

Demographics

Marion County has a land area that is about 1,588.42 square miles. According to the 2020 United States Census Bureau, there were 375,908 residents in Marion County which yielded a population density at 237 people per square mile. Around 18.7% of Marion County's population resided in incorporated municipalities with the remainder living in the unincorporated county.

Population by Municipality 2024		
Municipality	**Population Totals**	**Percentage of Total Population**
Ocala	63,504	16.89%
Belleview	5,508	1.47%
Dunnellon	1,928	0.51%
Unincorporated Marion County (Including the towns of McIntosh and Reddick)	304,968	81.30%
Total	**375,908**	**100%**

Population projections have been provided by the American Community Survey using data from the U.S. Census Bureau which estimate that by 2024, the population of Marion County could reach 404,347. By the year 2029 that number is estimated to reach 426,923 with an annual rate change of 1.09%.

Population Summary and Projections					
Summary	**Census 2020**	**2024**	**2029**	**2024-2029 Change**	**2024-2029 Annual Rate**
Population	375,908	404,347	426,923	22,576	1.09%
Households	156,906	170,777	182,940	12,163	1.39%
Median Age	50.3	51.0	51.6	0.6	0.23%
Median Male Age	48.8	49.0	49.5	0.5	0.20%
Median Female Age	51.7	52.7	53.5	0.8	0.30%

Marion County will see an increase in the age of the population according to the American Community Survey, going from a median age of 50.3 in 2020 to 51.6 by the year 2029. According to the U.S. Census Bureau, 4.6% of the population is under 5years old, 18.7% of the population is under 18 years old, and 28.8% of the population is at least 65 years or older. Potentially vulnerable populations may include the elderly, the very young, and individuals with disabilities, which may require special considerations for their care. In Marion County 48,098 households contain at least one person with a disability.

Population by Race 2024	
Race	**Percentage**
White	81.40%
Black	13.70%
Hispanic*	17.60%
American Indian/ Native American	0.60%
Asian	1.90%
Hawaiian/ Pacific Islander	0.10%
Two or More Races	2.30%
*Hispanics may be of any race, so also are included in applicable race categories	

National Flood Insurance Program (NFIP) Compliance

The city of Ocala and unincorporated Marion County are both active participants in the NFIP. To ensure continued compliance with the NFIP, each participating community will:

- Continue to enforce their adopted Floodplain Management Ordinance requirements, which include regulating all new development and substantial improvements in Special Flood Hazard Areas (SFHA).
- Continue to maintain all records pertaining to floodplain development, which shall be available for public inspection
- Continue notifying the public when there are proposed changes to the floodplain ordinance or Flood Insurance Rate Maps.
- Maintain the map and Letter of Map Change repositories.
- Continue to promote Flood Insurance for all properties.
- Continue their Community Rating System outreach programs.

Community Rating System

The Community Rating System (CRS) is a voluntary program for NFIP-participating communities. The goals of the CRS are to reduce flood losses, to facilitate accurate insurance rating, and to promote the awareness of flood insurance. The CRS has been developed to provide incentives for communities to go beyond the minimum floodplain management requirements to reduce the losses from flooding. The incentives are in the form of premium discounts.

Risk Assessment

After reviewing the 2020 LMS Plan, it was determined that the types of hazards identified in the existing plan remained consistent for this update. However, there were significant changes in the data collected related to each of the hazards including utilization of the latest FEMA HAZUS-MH model. Updated data was generated to identify hazards included in the plan. Additionally, the list of critical facilities was also updated to reflect the development that has occurred in the County in the previous 5 years. For ease of reference, many of the larger tables were relocated in an appendix section at the end of the document.

Mitigation Strategy

Goals include continued demonstration of participation in the National Flood Insurance Program (NFIP) by providing a current list of repetitive loss properties, a general description of NFIP compliance and participation in the Community Rating System (CRS) and providing a map of flood prone areas in the County provided by the Marion County Stormwater Division. Recent changes include updating more recent iterations of the Mitigation Project list by adding projected costs, potential funding sources and agency/ municipal department source for each project and participating in the East Central Florida Regional Planning Council (ECFRPC) Resiliency Collaborative.

Plan Maintenance

Minor changes included updating the Working Group Membership List and contact information. The Marion County Mitigation Program Responsibilities spreadsheet is shown in Table I-2. It shows the program area and the jurisdiction that is responsible for those mitigation projects. This does not limit these jurisdictions to only one specific type of project.

Updated 10/14/25				
WORKING GROUP STEERING COMMITTEE - VOTING MEMBERSHIP				
Marion County BCC				
Ken McCann	MC Fire Marshal	2631 SE 3rd Street	352-291-8000	ken.mccann@marionfl.org
Nathan Wallace	Fire Prevention Supervisor	Ocala, FL 34471		nathan.wallace@marionfl.org
City of Belleview				
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Lezli Merritt	Executive Assistant		352-233-2115	lmerritt@belleviewfl.org
City of Dunnellon				
Ron Bray	Chief of Police	20750 River Drive Dunnellon, FL 34431	c=352-422-5580	rbray@dunnellonpd.org
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City of Ocala				
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Pat Feagle	Ocala Fire Rescue	3001 NE 21 Street, Ocala, FL 34470	352 629-8306	pfeagle@ocalafl.org
Marion County Sheriff/Emergency Management				
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Preston Bowlin - (James)	EM Director		352-369-8185 Prest	jbowlin@marionso.com
Marion County School Board				
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Ocala/Marion County Chamber and Economic Partnership (CEP)				

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Jeanne Ritt	MCBOR Pres-Elect		352-427-6789	jeanne@jeanneocala.com
Darlene Yonce	MCBOR Assoc Exec.		352-629-2415	darlene@omcar.com
Non-Profit				
Maj. Phillip Irish	Salvation Army Corps Officer	2901 NE 14th St	352-629-2004	phillip.irish@uss.salvationarmy.org
Lynn Irish		Ocala, FL 34470	352-419-3100	
Power Provider				
	Duke Energy	4359 S.E. Maricamp Rd	352-694-8529 Not good	
John Profitt	Duke Energy	Ocala, FL 34471		
Health Care				
Ashley Arbuckle	HCA	1431 SW 1st Ave Ocala, FL 34471	352-401-1387 352-857-1100 (cell)	ashley.arbuckle@hcahealthcare.com
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		Ocala, FL 34471		
County Resident #1				
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County Resident #2				
Jessica Gonzalez	Town of McIntosh	P.O. Box 165	352-591-1047	jgonzalez@townofmcintosh.org
	Town Manager	McIntosh, FL 32664	352-525-0658 (cell)	
WORKING GROUP – STAFF CONTACTS				
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LMS Staff	Growth Services	Ocala, FL 34470		
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Giovanni Martell	Budget Admin Coordinator	Ocala, FL 34470	352-671-8420 (fax)	g.martell@ufl.edu
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		Ocala, FL 34470	352-671-8751 (fax)	-
Chuck Varadin	Growth Services Director	2710 E. Silver Springs Blvd	352-438-2600	Chuck.Varadin@marionfl.org
Ken Weyrauch	GS Deputy Director	Ocala, FL 34470		kenneth.weyrauch@marionfl.org
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Jennifer Cole	CoC Finance Director			Jenniferc@marioncountyclerk.org

Tina Novinger	CoC Comptroller		352-671-5530	tina@marioncountyclerk.org
Helene Mencher	CoC Finance			helenem@marioncountyclerk.org
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Lee Herbt	CIO			lherbt@pa.marion.fl.us
Wesley Wilcox	Supervisor of Elections (SoE)	981 NE 16th Street	352-620-3290	wwilcox@votemarion.com
Dan Gloger	Dir Voting Operations	Ocala, FL 34478-0289		dgloger@votemarion.com
George Albright	Tax Collector	503 SE 25th Avenue	352-368-8200	georgealbright@mariontax.com (Blocked by Server)
Betty Jo Bradley	Dir Human Resource	Ocala, Florida 34471	352-368-8234	bettyjobradley@mariontax.com (Blocked by Server)
Marion County Sheriff & Emergency Management				
Sgt. Preston Bowlin	Emergency Management	P.O. Box 1987	352-369-8100	jbowlin@marionso.com
Robert Sullivan	EM/Special Needs Coord.	Ocala, FL 34478-1987	352-369-8136	rsullivan@marionso.com (No longer w/ MCSO get new contact fr Erin Miller; emailed Erin 8/25)
Sgt P Bloom	Public Information Office	692 NW 30th Ave	352-369-3527	pbloom@marionso.com
Marion County Health Department				
Daniel Dooley	Environmental Administrator	P.O. Box 2408	352-622-7744	Daniel_dooley@FLHealth.gov
		Ocala, FL 34478-2408		
City of Belleview				
Sandi McKamey	City Administrator	5343 SE Abshier Blvd	352-233-2107	smckamey@belleviewfl.org
Lezli Merrit / B. Phillips		Belleview, FL 34420		lmerritt@belleviewfl.org
City of Dunnellon				
Mandy Odom	City Manager	20750 River Drive	352-465-8500 x1002	modom@dunnellon.org
Schonna McLean	Finance Officer	Dunnellon, FL 34431	352-465-8500 x1003	smclean@dunnellon.org

City of Ocala				
Sean Lanier	City Engineer	201 SE 3rd Street	352-351-6772	slanier@ocalafl.org
Vice - Chair		Ocala, FL 34471		-
Pat Feagle	Ocala Fire Rescue	3001 NE 21 Street	352 266-7778	pfeagle@ocalafl.org
Jeff Shrum	Planning & Development Dir	201 SE 3rd Street (2nd Flr)	352-629-8490	tchighizola@ocalafl.org
		Ocala, FL 34471	352-629-9308 (fax)	
Eric Weaver	Deputy Director Electric Operations	1805 NE 30th Ave, Bld 400	352-351-6620	eweaver@ocalafl.org
		Ocala, FL 34470	352-629-9308 (fax)	
Jeff Shrum	Planning Director	121 SE Watula Avenue	352-629-8287	jshrum@ocalafl.org
		Ocala, FL 34471		
Payal Pandya	Ocala Stormwater Engineer	1805 NE 30th Ave, Bld 300	352-351-6733	ppandya@ocalafl.org
		Ocala, FL 34470		
Town of McIntosh				
Jessica Gonzalez	Town Manager	P.O. Box 165	352-591-1047 352-525-0658	jgonzalez@townofmcintosh.org
Scott Millikin	Council Vice-President	McIntosh, FL 32664		
Thurman Kingsley	Mayor		352-843-1522	tkcb2@aol.com
Willie Hamilton	Town Clerk		352-591-2409	notlimah@windstream.net
Jeannie Rickman				Jrickman@townofmcintosh.org
Town of Reddick				
Marjorie Stroup	Town Clerk	P.O. Box 99	352-591-4095	townofreddick@windstream.net
Florida Forestry				
Ludie Bond	FFF Wildfire Mit. Specialist	5353 NE 39th Ave	352-395-4943	ludie.bond@freshfromflorida.com
Carl Taylor	Supervisor - Fresh From Fl	Gainesville, FL 32609	352-258-6084 (cell)	Carl.Taylor@FreshFromFlorida.com

Regional Organizations				
Michelle Cechowski, M.S.	East Central Florida - RPC	455 N. Garland Ave.	407-245-0300	michelle@ecfrpc.org; No longer with contact Jill Hemmerlein jhemmerlein@ecfrpc.org or Tara McCue tmccue@ecfrpc.org 407-245-0300
	Executive Director	Orlando, FL 32801		
John Longacre	Lieutenant Emergency Resource Specialist	3035 S. Morse Blvd.	352-205-8280	connor
		The Villages, FL 32163		
Paul Blystone	Civil Air Patrol	4451 NW 130th Ave	352-401-1825	pblystone@embarqmail.com
		Ocala, FL 34482		

Table I-2 Marion County Mitigation Program Responsibilities											
Program Area Jurisdiction	Flood/Storm Water	Roads/Transport	Water/Sewer	HazMat/Haz Waste Disposal	Pollution Control	Planning	Bldg./LU Code	Utilities Elec., Fuel, Comm.	Victim Support (Food)	Emergency Services	Cable TV
Marion Co.	Engineering Dept.	Engineering & Roads	Utility Dept	Solid Waste Fire/Rescue	County F/R, Eng. & DEP	Growth Services Dept.	Building & PZ Dept.	City of Ocala, Clay, Teco, FP	Private	Sheriff, F/R, EM, Hospital	Diverse
Ocala	Co. Eng. Dept.	Co. Eng./Ocala Public Works	Water & Sewer Div.	Public Works Fire/Rescue	Co. Eng. Div. DEP	City Planning Dept.	Building & PZ Dept.	City of Ocala, Clay, Teco, FP	Private	Police Dept., F/R, Hospita	Diverse
Belleview	Public Works	Public Works	Public Works	Public Works County F/R	Co. Eng. Div. DEP	City Planning Dept.	Building Dept. & County	Sprint	Private		
Dunnellon	Public Works	Public Works	Public Works	Public Works County F/R	Co. Eng. Div. DEP	RPC	Building Dept. & County	FP, Sumter, Sprint	Private (Amer.Red Cross)	Police, Co. F/R, EMS	Diverse
McIntosh	Co. Eng. Dept.	Co. Eng./Roads	Water (contract)	County Fire/Rescue	Co. Eng. Div. DEP	RPC	Building Dept. & County	FP, Sprint	Private (Amer.Red Cross)	Police, Co. F/R, EMS	Diverse
SJRWMD	Yes	Yes	Water	Wellhead	Wellhead/ Water	LU Control	No	FP, Clay, Alltel	Private (Amer.Red Cross)	County	Diverse
SWFWMD	Yes	Yes	Water Withdrawal	Wellhead Protection	Wellhead/ Water Quality	LU Control	No	No	No	No	No
State Forests & US Forests	DEO/DOT	DOT	DEP Withdrawal	DEP Protection	DEP Quality	DEO	DEO	No	No	No	No
Assoc. Man. Housing	DEO	No	No	No Fire/Rescue	No	DEO	No	No	No	FHP	No
Insurance Industry Assoc.	Agents	No	No	No	No	No	No	No	No	No	No
Insurance Industry	Agents	No	No	No	No	No	No	No	No	No	No

Legend

Co. = County	Eng. = Engineering
DEO = Department of Economic Opportunity Affairs	FHP = Florida Highway Patrol
DEP = Department of Environmental Protection	FP = Florida Power
DEM = Department of Emergency Management	F/R = Fire/Rescue
DOT = Department of Transportation	LU = Land Use
EM = Emergency Management	PZ = Planning & Zoning
EMS = Emergency Medical Service	RPC = Regional Planning Council

CHAPTER TWO

PARTICIPATING JURISDICTIONS

Marion County

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Marion County

Background

This section of the document illustrates the content and format of the individual jurisdictions represented by the Marion County Local Mitigation Strategy. The updated Strategy is issued for consideration and action by local governments and participating organizations.

Purpose

This portion of the Marion County Local Mitigation Strategy summarizes the findings to date of the hazard identification and vulnerability assessment concerning Marion County and lists the mitigation initiatives proposed to date to address the vulnerabilities identified. The mitigation initiatives listed herein originate from three sources: 1) the analysis of vulnerabilities applicable to Marion County, 2) the assessment of the plans, policies and codes of local government, and/or 3) from experiences with past disasters and emergencies impacting Marion County.

The Marion County Local Mitigation Strategy has been prepared as a County-wide, coordinated mitigation plan, relying on the cooperative, voluntary involvement of all participating jurisdictions, organizations and institutions. Consequently, the planning process recognizes that each participant maintains a separate legal or administrative responsibility apart from the other participants for implementation of the applicable mitigation initiatives. The Strategy therefore relies on the efforts of the participant for implementation. In view of this, this portion of the overall Strategy is that which is to be considered for formal adoption by Marion County and for implementation, as the resources to do so become available.

Incorporation by Reference

Marion County has committed to voluntary participation in the planning process and therefore incorporates by reference and accepts for use the bylaws, operating procedures and other policies for the planning process that have been adopted by the Steering Committee for the Marion County Local Mitigation Strategy Development.

This portion of the Marion County Local Mitigation Strategy highlights the findings of the vulnerability assessments conducted for Marion County during the planning conducted to date. It also provides a table of the mitigation initiatives proposed by Marion County for implementation when resources become available. Empty Attachments indicate that that part of the Strategy has yet to be completed.

Implementation

The implementation of the mitigation initiatives listed in this section is contingent upon Marion County either receiving the necessary financial support to do so or, as appropriate, the agreement and endorsement of the applicable governing body to implement the listed initiative. Listing of an initiative in this section serves only as a proposal for further consideration and action on the part of Marion County to minimize the impacts of future disasters. The Marion County Working Group will continue to participate in the development and maintenance of the Marion County Local Mitigation Strategy. The Strategy will be updated as specified in the bylaws and procedures, with continuing assessment of the vulnerabilities of Marion County to the impacts of future disasters and emergencies, as well as ongoing identification of mitigation initiatives needed to address those vulnerabilities.

City of Belleview

Background

For the Strategy, this section of the document illustrates the content and format of the individual jurisdiction of the City of Belleview Local Mitigation Strategy. The Strategy is issued for consideration and action by local governments and participating organizations.

Purpose

This portion of the City of Belleview Local Mitigation Strategy summarizes the findings to date of the hazard identification and vulnerability assessment concerning the City of Belleview and lists the mitigation initiatives proposed to date to address the vulnerabilities identified. The mitigation initiatives listed herein originate from three sources: 1) the analysis of vulnerabilities applicable to the City of Belleview, 2) the assessment of the plans, policies and codes of local government, and/or 3) from experiences with past disasters and emergencies impacting the City of Belleview.

The City of Belleview Local Mitigation Strategy has been prepared as a County-wide, coordinated mitigation plan, relying on the cooperative, voluntary involvement of all participating jurisdictions, organizations and institutions. Consequently, the planning process recognizes that each participant maintains a separate legal or administrative responsibility apart from the other participants for implementation of the applicable mitigation initiatives. The Strategy therefore relies on the efforts of the participant for implementation. In view of this, this portion of the overall Strategy is that which is to be considered for formal adoption by the City of Belleview and for implementation, as the resources to do so become available.

Incorporation by Reference

The City of Belleview has committed to voluntary participation in the planning process and therefore incorporates by reference and accepts for use the bylaws, operating procedures and other policies for the planning process that have been adopted by the Steering Committee for the City of Belleview Local Mitigation Strategy Development.

This portion of the City of Belleview Local Mitigation Strategy highlights the findings of the vulnerability assessments conducted for the City of Belleview during the planning conducted to date. It also provides a table of the mitigation initiatives proposed by the City of Belleview for implementation when resources become available. Empty Attachments indicate that that part of the Strategy has yet to be completed.

Implementation

The implementation of the mitigation initiatives listed in this section is contingent upon the City of Belleview either receiving the necessary financial support to do so or, as appropriate, the agreement and endorsement of the applicable governing body to implement the listed initiative. Listing of an initiative in this section serves only as a proposal for further consideration and action on the part of the City of Belleview to minimize the impacts of future disasters.

Future Updating of the Strategy

The Marion County Working Group will continue to participate in the development and maintenance of the Marion County Local Mitigation Strategy. The Strategy will be updated as specified in the bylaws and procedures, with continuing assessment of the vulnerabilities of the City of Belleview to the impacts of future disasters and emergencies, as well as ongoing identification of mitigation initiatives needed to address those vulnerabilities.

City of Dunnellon

Background

For the Strategy, this section of the document illustrates the content and format of the individual jurisdiction of the City of Dunnellon Local Mitigation Strategy. The strategy is issued for consideration and action by local governments and participating organizations.

Purpose

This portion of the City of Dunnellon Local Mitigation Strategy summarizes the findings to date of the hazard identification and vulnerability assessment concerning the City of Dunnellon and lists the mitigation initiatives proposed to date to address the vulnerabilities identified. The mitigation initiatives listed herein originate from three sources: 1) the analysis of vulnerabilities applicable to the City of Dunnellon, 2) the assessment of the plans, policies and codes of local government, and/or 3) from experiences with past disasters and emergencies impacting the City of Dunnellon.

The City of Dunnellon Local Mitigation Strategy has been prepared as a County-wide, coordinated mitigation plan, relying on the cooperative, voluntary involvement of all participating jurisdictions, organizations and institutions. Consequently, the planning process recognizes that each participant maintains a separate legal or administrative responsibility apart from the other participants for implementation of the applicable mitigation initiatives. The Strategy therefore relies on the efforts of the participant for implementation. In view of this, this portion of the overall Strategy is that which is to be considered for formal adoption by the City of Dunnellon and for implementation, as the resources to do so become available.

Incorporation by Reference

The City of Dunnellon has committed to voluntary participation in the planning process and therefore incorporates by reference and accepts for use the bylaws, operating procedures and other policies for the planning process that have been adopted by the Steering Committee for the City of Dunnellon Local Mitigation Strategy Development.

This portion of the City of Dunnellon Local Mitigation Strategy highlights the findings of the vulnerability assessments conducted for the City of Dunnellon during the planning conducted to date. It also provides a table of the mitigation initiatives proposed by the City of Dunnellon for implementation when resources become available. Empty Attachments indicate that that part of the Strategy has yet to be completed.

Implementation

The implementation of the mitigation initiatives listed in this section is contingent upon the City of Dunnellon either receiving the necessary financial support to do so or, as appropriate, the agreement and endorsement of the applicable governing body to implement the listed initiative. Listing of an initiative in this section serves only as a proposal for further consideration and action on the part of the City of Dunnellon to minimize the impacts of future disasters.

Future Updating of the Strategy

The Marion County Working Group will continue to participate in the development and maintenance of the Marion County Local Mitigation Strategy. The Strategy will be updated as specified in the bylaws and procedures, with continuing assessment of the vulnerabilities of the City of Dunnellon to the impacts of future disasters and emergencies, as well as ongoing identification of mitigation initiatives needed to address those vulnerabilities.

Town of McIntosh

Background

For the Strategy, this section of the document illustrates the content and format of the individual jurisdiction of the Town of McIntosh Local Mitigation Strategy. The Strategy is issued for consideration and action by local governments and participating organizations.

Purpose

This portion of the Town of McIntosh Local Mitigation Strategy summarizes the findings to date of the hazard identification and vulnerability assessment concerning the Town of McIntosh and lists the mitigation initiatives proposed to date to address the vulnerabilities identified. The mitigation initiatives listed herein originate from three sources: 1) the analysis of vulnerabilities applicable to the Town of McIntosh, 2) the assessment of the plans, policies and codes of local government, and/or 3) from experiences with past disasters and emergencies impacting the Town of McIntosh.

The Town of McIntosh Local Mitigation Strategy has been prepared as a County-wide, coordinated mitigation plan, relying on the cooperative, voluntary involvement of all participating jurisdictions, organizations and institutions. Consequently, the planning process recognizes that each participant maintains a separate legal or administrative responsibility apart from the other participants for implementation of the applicable mitigation initiatives. The Strategy therefore relies on the efforts of the participant for implementation. In view of this, this portion of the overall Strategy is that which is to be considered for formal adoption by the Town of McIntosh and for implementation, as the resources to do so become available.

Incorporation by Reference

The Town of McIntosh has committed to voluntary participation in the planning process and therefore incorporates by reference and accepts for use the bylaws, operating procedures and other policies for the planning process that have been adopted by the Steering Committee for the Town of McIntosh Local Mitigation Strategy Development.

This portion of the Town of McIntosh Local Mitigation Strategy highlights the findings of the vulnerability assessments conducted for the Town of McIntosh during the planning conducted to date. It also provides a table of the mitigation initiatives proposed by the Town of McIntosh for implementation when resources become available. Empty Attachments indicate that that part of the Strategy has yet to be completed.

Implementation

The implementation of the mitigation initiatives listed in this section is contingent upon the Town of McIntosh either receiving the necessary financial support to do so or, as appropriate, the agreement and endorsement of the applicable governing body to implement the listed initiative. Listing of an initiative in this section serves only as a proposal for further consideration and action on the part of the Town of McIntosh to minimize the impacts of future disasters.

Future Updating of the Strategy

The Marion County Working Group will continue to participate in the development and maintenance of the Marion County Local Mitigation Strategy. The Strategy will be updated as specified in the bylaws and procedures, with continuing assessment of the vulnerabilities of the Town of McIntosh to the impacts of future disasters and emergencies, as well as ongoing identification of mitigation initiatives needed to address those vulnerabilities.

Town of Reddick

Background

For the Strategy, this section of the document illustrates the content and format of the individual jurisdiction of the Town of Reddick Local Mitigation Strategy. The Strategy is issued for consideration and action by local governments and participating organizations.

Purpose

This portion of the Town of Reddick Local Mitigation Strategy summarizes the findings to date of the hazard identification and vulnerability assessment concerning the Town of Reddick and lists the mitigation initiatives proposed to date to address the vulnerabilities identified. The mitigation initiatives listed herein originate from three sources: 1) the analysis of vulnerabilities applicable to the Town of Reddick, 2) the assessment of the plans, policies and codes of local

government, and/or 3) from experiences with past disasters and emergencies impacting the Town of Reddick.

The Town of Reddick Local Mitigation Strategy has been prepared as a County-wide, coordinated mitigation plan, relying on the cooperative, voluntary involvement of all participating jurisdictions, organizations and institutions. Consequently, the planning process recognizes that each participant maintains a separate legal or administrative responsibility apart from the other participants for implementation of the applicable mitigation initiatives. The Strategy therefore relies on the efforts of the participant for implementation. In view of this, this portion of the overall Strategy is that which is to be considered for formal adoption by the Town of Reddick and for implementation, as the resources to do so become available.

Incorporation by Reference

The Town of Reddick has committed to voluntary participation in the planning process and therefore incorporates by reference and accepts for use the bylaws, operating procedures and other policies for the planning process that have been adopted by the Steering Committee for the Town of Reddick Local Mitigation Strategy Development.

This portion of the Town of Reddick Local Mitigation Strategy highlights the findings of the vulnerability assessments conducted for the Town of Reddick during the planning conducted to date. It also provides a table of the mitigation initiatives proposed by the Town of Reddick for implementation when resources become available. Empty Attachments indicate that that part of the Strategy has yet to be completed.

Implementation

The implementation of the mitigation initiatives listed in this section is contingent upon the Town of Reddick either receiving the necessary financial support to do so or, as appropriate, the agreement and endorsement of the applicable governing body to implement the listed initiative. Listing of an initiative in this section serves only as a proposal for further consideration and action on the part of the Town of Reddick to minimize the impacts of future disasters.

Future Updating of the Strategy

The Marion County Working Group will continue to participate in the development and maintenance of the Marion County Local Mitigation Strategy. The Strategy will be updated as specified in the bylaws and procedures, with continuing assessment of the vulnerabilities of the Town of Reddick to the impacts of future disasters and emergencies, as well as ongoing identification of mitigation initiatives needed to address those vulnerabilities.

City of Ocala

Background

For the Strategy, this section of the document illustrates the content and format of the individual jurisdiction of the City of Ocala Local Mitigation Strategy. The Strategy is issued for consideration and action by local governments and participating organizations.

Purpose

This portion of the City of Ocala Local Mitigation Strategy summarizes the findings to date of the hazard identification and vulnerability assessment concerning the City of Ocala and lists the mitigation initiatives proposed to date to address the vulnerabilities identified. The mitigation initiatives listed herein originate from three sources: 1) the analysis of vulnerabilities applicable to the City of Ocala, 2) the assessment of the plans, policies and codes of local government, and/or 3) from experiences with past disasters and emergencies impacting the City of Ocala.

The City of Ocala Local Mitigation Strategy has been prepared as a County-wide, coordinated mitigation plan, relying on the cooperative, voluntary involvement of all participating jurisdictions, organizations and institutions. Consequently, the planning process recognizes that each participant maintains a separate legal or administrative responsibility apart from the other participants for implementation of the applicable mitigation initiatives. The Strategy therefore relies on the efforts of the participant for implementation. In view of this, this portion of the overall Strategy is that which is to be considered for formal adoption by the City of Ocala and for implementation, as the resources to do so become available.

Incorporation by Reference

The City of Ocala has committed to voluntary participation in the planning process and therefore incorporates by reference and accepts for use the bylaws, operating procedures and other policies for the planning process that have been adopted by the Steering Committee for the City of Ocala Local Mitigation Strategy Development.

This portion of the City of Ocala Local Mitigation Strategy highlights the findings of the vulnerability assessments conducted for the City of Ocala during the planning conducted to date. It also provides a table of the mitigation initiative proposed by the City of Ocala for implementation when resources become available. Empty Attachments indicate that that part of the Strategy has yet to be completed.

Implementation

The implementation of the mitigation initiatives listed in this section is contingent upon the City of Ocala either receiving the necessary financial support to do so or, as appropriate, the agreement and endorsement of the applicable governing body to implement the listed initiative. Listing of an initiative in this section serves only as a proposal for further consideration and action on the part of the City of Ocala to minimize the impacts of future disasters.

Future Updating of the Strategy

The Marion County Working Group will continue to participate in the development and maintenance of the Marion County Local Mitigation Strategy. The Strategy will be updated as specified in the bylaws and procedures, with continuing assessment of the vulnerabilities of the City of Ocala to the impacts of future disasters and emergencies, as well as ongoing identification of mitigation initiatives needed to address those vulnerabilities.

CHAPTER THREE: LMS PROCEDURES

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Documents Reviewed

The Working Group continues to review existing plans, studies, reports and technical information. One of the primary efforts of the Mitigation Planning Subcommittee is to review the existing plans, policies and regulations of the local governments in Marion County to search for gaps, inconsistencies or contradictions that impact the effectiveness of mitigation planning for the County. Each local government will assist the Working Group by updating their portions of the original LMS. At a minimum, the documents used in this review process include:

Marion County Comprehensive Plan
Marion County Comprehensive Emergency Management Plan
City of Ocala Comprehensive Plan
City of Ocala Land Development Code
City of Belleview Comprehensive Plan
City of Belleview Land Development Code
City of Dunnellon Comprehensive Plan
City of Dunnellon Land Development Code
Town of McIntosh Comprehensive Plan
Town of McIntosh Land Development Code
State of Florida Building Code
SLOSH Models and Atlas
Withlacoochee Regional Hurricane Evacuation Study - WRPC US Census
County Business Patterns
Bureau of Business and Economic Research (BEBR) Economic Outlook
Florida Statistical Abstract
County Tax Assessor Records
Florida Department of Transportation
Florida Geographic Data Library
Hazardous Materials Emergency Plan for the Withlacoochee Region

As adopted in the initial LMS, the Working Group will continue to use the following “ten principles” to guide the planning process and decisions of the Working Group:

1) The program will be a permanent, voluntary association, open to any and all local governments and community-based organizations with interest in the vulnerability of Marion County to disasters.
2) The program will consider, without partiality, the interests of all sectors and areas of the county participating in the planning and programming effort.
3) The program will seek implementation of mitigation initiatives based only on objective and scientifically valid information.
4) The activities of the program will be based on continuing cooperation and collaboration among all sectors of the community.

5) The program's priorities will be commensurate with predicted risk posed by hazards threatening and/or vulnerabilities of the community.
6) The program will seek to address vulnerabilities to all types of hazards (natural, technological, and societal) that threaten any area, population, economic sector, or community function within Marion County and those political subdivisions participating in the program.
7) Mitigation initiatives proposed through the program will be intended to minimize harm to: people and property, community services and functions, valuable environmental and/or cultural resources, and the economic vitality and stability of the community.
8) Mitigation initiatives will be cost-effective, while striving to weigh both the tangible and intangible values of the community.
9) Mitigation plans and programs will seek to balance the use of government regulation, voluntary cooperation, economic incentives, community awareness, and individual responsibility.
10) Community acceptance and understanding of the program's plans and projects will be fostered through trust in the credibility and integrity of its operations.

One of the key objectives of the process for developing the LMS is to propose mitigation initiatives that would, if implemented, improve the programs, plans and policies that guide mitigation programming by local government and other sectors of the community.

Structure and History

The LMS Working Group is a multi-organizational, public and private committee that oversees the activities and projects involved in maintaining a current Plan. The initial Strategy was approved September 1999, with Belleview, Dunnellon, McIntosh and Ocala entering into inter-local agreements with Marion County to create a single unified LMS. The towns of Reddick and McIntosh elected not to participate in the LMS, however since the initial strategy adoption, all jurisdictions within Marion County now participate in the LMS. The Contractual Services Agreement and subcontracts remain in effect as the ongoing basis for updating and maintaining the multi-jurisdictional LMS for the County. The LMS Working Group was created with five subcommittees led by a Steering Committee. The organizational structure is presented below.

Steering Committee

The Steering Committee provides guidance, leadership and coordination to all five of its supporting subcommittees. This committee is responsible for considering and adopting, as needed, the recommendations of the four subcommittees for mitigation initiatives for incorporation into the Strategy and for updates of the plan. According to the by-laws of the Marion County, Florida, Hazard Mitigation Working Group (henceforth the By-laws), the policy-making body can have up to fourteen members, with one representative from each local government and one representative from the business community. Individuals are appointed to the Steering Committee by majority vote.

Working Group Subcommittees

In 2002, the Steering Committee decided to convene the Working Group subcommittees on an as needed basis, where additional research or information is required outside of the borders of the Steering Committee or Marion County Planning Staff. The membership of the four permanent subcommittees is unlimited and open to all interested jurisdictions, organizations and individuals. The permanent subcommittees may be combined or further divided into smaller groups at the discretion of the Steering Committee Chair.

Public Affairs Subcommittee

This subcommittee promotes activities of the Working Group to the public. Activities include developing tools for educating the public and coordinating with the media to raise the community's awareness of the hazards and the mitigation planning process.

Mitigation Planning Subcommittee

This subcommittee reviews and analyzes the various Vulnerability Assessments and Hazard Identification studies that are conducted by the Risk Assessment Subcommittee. The subcommittee also reviews existing plans, policies, codes, and proposed mitigation initiatives before providing recommendations to the Steering Committee for formal adoption into the LMS.

Risk Assessment Subcommittee

This subcommittee defines the natural, technological, and societal hazards that threaten Marion County. Components of communities that are vulnerable to certain hazards are also identified. The level of vulnerability of various facilities, systems and neighborhoods are determined by the hazard identification and vulnerability assessment analysis. This group has oversight of analysis implementation.

Financial Issues Subcommittee

This subcommittee assists the Working Group by identifying potential funding sources for supporting implementation of the mitigation initiatives incorporated in the Strategy. The subcommittee advises regarding funding sources and the approaches for seeking and securing funding by the participants in the planning process.

Updating the 2020 LMS Plan

The process to update the 2020 Marion County LMS Plan began in early 2025. Staff began the process of updating the Plan in accordance with the 5-year update requirement. Staff began work on the Plan update

with a series of internal staff meetings and discussions. A thorough review of the adopted LMS plan, in conjunction with review of FEMA's "Local Mitigation Planning Handbook" document was conducted, to identify changes in Plan requirements.

Staff conducted a meeting with the LMS Committee regarding the LMS update and obtained input on desired changes to the document. The most recent copy of the FEMA HAZUS-MH model was obtained to estimate potential hazards and vulnerabilities using ArcMap software. The revised 2020 draft material was posted to the Marion County Board of County Commissioner's website along with the LMS agenda to provide online access using the internet for all interested parties. Other key events included:

- Maintain LMS Webpage established on the Marion County Growth Services website
- October 16, 2024 - Notification of Commencement of the Plan Update to LMS Committee
- June 24, 2025 - Transmittal of DRAFT Chapters 1-5 to LMS Committee For Review
- June 25, 2025 - LMS Meeting Review of Draft Chapters 1- 5
- July 30, 2025 – Marion Oaks Community Center Public Outreach Meeting
- August 9, 2025 – Silver Springs Shores Community Center Outreach Meeting
- June 2025 – August 2025 – Online Survey (76 Responses)
- October 15, 2025 – Transmittal of DRAFT Chapters 6-8, HAZUS Model Outputs & Survey Data to LMS Committee Members
- October/November 2025 - LMS Committee Review of Draft Chapters 6-8
- October 2025 – (Ongoing) Public Review Draft Chapters/Virtual Public Workshop
- TBD – City of Dunnellon Adoption
- TBD – City of Belleview Adoption
- TBD – Marion County Board of County Commissioners Adoption
- TBD – City of Ocala Adoption
- TBD – Town of Reddick Adoption
- TBD 13, 2021 – Town of McIntosh Adoption

CHAPTER FOUR: LMS INITIATIVES

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Purpose

This section of the document details the guidance for implementation of the Marion County LMS. It describes the proposed mitigation initiatives to be initiated by each of the participants in the planning process, as the necessary resources become available to do so. Through implementation of these initiatives the goals and objectives of the Marion LMS can be achieved.

Background

The LMS includes a list ranking for each of the projects submitted. The list guides County-wide implementation of specific mitigation projects on an annual basis. The projects included in the LMS document are eligible for a wide variety of grants and funding opportunities. Achieving a listed position enables the grant applicant to reference the LMS to the importance of that mitigation action.

Development and Processing of Mitigation Initiatives

The mitigation initiatives listed in this section were derived from the stepwise approach used in the planning process. The initiatives have been identified from the results of:

- The hazard identification and vulnerability assessment process undertaken.
- The review of current local government plans, policies and codes.
- The experiences with previous disasters and emergency events.

Once proposed by a jurisdiction or organization, the initiatives are reviewed by the Mitigation Planning Subcommittee and the Steering Committee of the Marion Working Group. This review is intended to identify any unintentional or unwarranted inter-jurisdictional impacts, inconsistencies or duplications. If there are none, the initiative is considered acceptable for incorporation into the Strategy. If concerns are raised regarding inter-jurisdictional impacts, inconsistencies or duplications, then the participant proposing the initiative is requested to respond with additional information or to appropriately modify the proposal.

Once an initiative is accepted for incorporation into the Strategy, any additional information needed to characterize the initiative and justify its implementation is gathered. Next a priority for implementation of the initiative is established by using standard criteria to derive a numerical priority score. The higher the score the higher the priority for implementation by the jurisdiction or organization. The steps in the process to develop and coordinate mitigation initiatives are detailed in the Working Group's Operating Procedures.

Format

The format of this section is designed to facilitate formal action on the Marion LMS by local governments and other participating organizations. The decision makers for participating jurisdictions and organizations can take action to review and modify only their portion of the Strategy, as needed prior to its adoption or acceptance.

A proposed mitigation initiative must have an agency or organization that is defined as the "sponsor" of the initiative. Therefore, in the Marion LMS, all proposed mitigation initiatives identify the sponsor responsible for its implementation when resources become available to do so.

Each jurisdiction or organization participating in the planning process makes its own decisions regarding mitigation needs and priorities. Nevertheless, interjurisdictional considerations have been addressed. During the planning process, the potential for interjurisdictional impacts, inconsistencies or duplication that would be created by implementation of any initiative is considered and addressed appropriately.

Content

Each initiative provides three types of information:

- Acceptance by the participant of the bylaws, procedures and other overall planning criteria adopted and utilized by the Marion Working Group for LMS Development.
- Summaries regarding the hazard identification and vulnerability assessment process undertaken for the participant's area of concern.
- A listing of the proposed mitigation initiative desired by the participant for incorporation into the Marion LMS. The list names the initiative sponsor, briefly describes its scope and intent, the anticipated cost or cost impact of the initiative, the preliminary estimated benefit to cost ratio justifying its validity for implementation, the most likely funding source for implementation, and its assigned score for priority of implementation (The higher the numeric score, the higher its priority).

The contents and the supporting decision making during the planning were developed by representatives of each of the participating jurisdictions or organizations by using a technical approach common to all participants and adopted by the Marion Working Group for LMS Development. This common technical approach is detailed in the Working Group's Operating Procedures.

Additional education and outreach activities to heighten awareness of the public about potential disasters and the importance of Local Mitigation Strategy will be undertaken as opportunities arise. Additional staff education and training opportunities will also be promoted through cooperative activities with the FDEM and FEMA.

Prioritized Project List

APPLICATION YEAR	
2021	2021
2022	2022
2023	2023
2024	2024
2025	2025

MARION COUNTY, FLORIDA
LOCAL MITIGATION STRATEGY
PRIORITIZED PROJECT LIST
2025

Initiating Jurisdiction and Agency	ID Number	Description/Title	Pop Impacted	Hazard(s) Mitigated	Timeframe for Completion	Potential Funding Source	Estimated Cost	Score	Rank	Priority
City of Ocala: Engineering	2023-01	Communication Tower Emergency Services	O/MC	A	<1 year	BRIC	$500,000	32	1	1
Marion County: Fire Services	2021-02	Fire Service Headquarters Back-Up Generator	MC	A	<1 year	HMGP BRIC	$121,738	32	1	2
Marion County: Environmental Services	2022-01	Recycling Center Portable Generators	MC	H, S, F	2 Years	HMGP BRIC	$190,224	30	2	3
City of Belleview: Wastewater Plant Storm Shutters	2021-04	Security Improvements Water facilities	O	H,S,F	1 year	HMGP BRIC	$30,000	27	3	4
Marion County: SECO Energy	2022-04	Power Line Resiliency	MC	H,S,F	2 Years	HMGP BRIC	$4,651,000	25	4	5
Marion County: Environmental Services	2022-07	Marion Oaks 5 - Water Treatment Backup Gen	MC	H,S,F	<1 Year	HMGP BRIC	$136,000	23	5	6
Marion County: Environmental Services	2022-08	Oak Run 2 - Water Treatment Backup Gen	MC	H,S,F	<1 Year	HMGP BRIC	$146,000	23	5	7
Marion County: Environmental Services	2022-09	Oak Trace- Water Treatment Backup Gen	MC	H,S,F	<1 Year	HMGP BRIC	$141,000	23	5	8
Marion County: Environmental Services	2022-10	Majestic Oaks - Water Treatment Backup Gen	MC	H,S,F	<1 Year	HMGP BRIC	$141,000	23	5	9
Advent Health:	2025-01	Back_Up Generator	A	A	<1 Year	HMGP BRIC	$2,578,927	23	5	9
City of Belleview: Lift Station Generators	2021-03	Emergency Generators	O	H,S,F	<1 year	HMGP BRIC	$164,000	22	6	10
Marion County: Environmental Services	2023-02	Water Treatment Plant Portable Generators	MC	A	14 Months	HMGP BRIC	$735,525	22	6	11
Clay Electric: Marion Distribution Infrastructure	2025-03	Infrastructure Hardening	MC	A	3 Years	HMGP	$1,600,000	20	7	12
Clay Electric: Reconductor/Tie Lines/Pole Hardening	2025-06	Infrastructure Hardening	MC	A	3 Years	HMGP	$3,300,000	20	7	13
City of Ocala: Engineering/Water Resources	2021-01	DR 222 Flood Relief	O	H,S,F	1 year	FMA	$3,000,000	19	8	14

Clay Electric: Duke Energy to Cara Substation Hardening	2025-04	Infrastructure Hardening	MC	A	3 Years	HMGP	$1,200,000	19	8	15
Clay Electric: Cara Substation Hardening	2025-02	Infrastructure Hardening	MC	A	3 Years	HMGP	$750,000	18	9	16
Clay Electric: Salt Springs Substation Hardening	2025-07	Infrastructure Hardening	MC	A	3 Years	HMGP	$560,000	18	9	17
Marion County: Environmental Services	2022-12	Rainbow Lakes Estates - Water Treatment Backup Gen	MC	H,S,F	<1 Year	HMGP BRIC	$141,000	17	10	18
Marion County: Environmental Services	2022-11	Track and Card - Water Treatment Backup Gen	MC	H,S,F	<1 Year	HMGP BRIC	$126,000	17	10	19
Clay Electric: Lynne Substation Hardening	2025-05	Infrastructure Hardening	MC	A	3 Years	HMGP	$1,200,000	17	10	20
Marion County: Environmental Services	2022-02	Lift Station Portable Generators	MC	H, S, F	19 Months	HMGP BRIC	$699,488	14	11	21
Marion County: Environmental Services	2022-03	Water Station Portable Generators	MC	H, S, F	19 Months	HMGP BRIC	$442,064	13	12	22

Pop Impacted: A = All , MC = Marion County, O = Ocala, B = Belleview, D = Dunnellon, M = McIntosh, R = Reddick

Hazards: A = All , H = Hurricane, T = Tornado, S = Storm, F = Flood

CHAPTER FIVE

LOCAL MITIGATION WORKING GROUP ORGANIZATION

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Background and Purpose

The local governments, community groups, and private sector interests in Marion County, Florida, have initiated a comprehensive and coordinated effort to decrease the vulnerability of the communities to natural, technological and societal hazards. To do this, a multi-agency planning organization has been established and given the title, "The Marion County Hazard Mitigation Working Group for Disaster Mitigation and Recovery," or hereinafter, the Working Group. Representatives of the participating local jurisdictions and organizations have been assigned to the Working Group's Steering Committee and subcommittees. The mission of the Working Group is to: identify the hazards that threaten the County; determine the vulnerabilities of the communities to those hazards; and define initiatives that could, if implemented, reduce those vulnerabilities. The findings of this process are expressed in a single, coordinated Local Mitigation Strategy for the promulgation and/or implementation by the participating jurisdictions and organizations. The Working Group is also responsible for updating and maintaining the Local Mitigation Strategy in future years.

The Working Group has adopted bylaws to guide and control its managerial and policy actions such as its charter, methods for representation, voting processes, and similar actions. This document defines the operational procedures by which the Working Group will conduct and maintain the planning process itself.

The Working Group, its Steering Committee and subcommittees require standardized operational procedures to accomplish their responsibilities and to strive for achievement of the following objectives in any action it may take, including but not necessarily limited to the following:

- To ensure all participants in the Working Group, as well as the community at large when appropriate, have an adequate opportunity to review and comment upon any proposal for action by the Working Group.

- To avoid premature, unwarranted or illegal adoption of any proposal for action in the name of the Working Group and/or one of the participating organizations.

- To provide a mechanism for any participant in the Working Group to offer proposals, recommendations and suggestions for further consideration.

- To promote effective coordination and consultation between the Steering Committee and its subcommittees, as well as among the subcommittees themselves.

- To create a procedure to resolve conflicts between governmental entities during the mitigation strategy development and to rectify inconsistencies in policies and regulations in mitigation programming by governmental entities.

- To provide a mechanism for evaluation of the implementation of the strategy and to provide for its continued updating.

- To establish procedures for coordination of local government mitigation activities with those of the business community; and

- To establish a consistent basis to prioritize mitigation initiatives sponsored by members of, or advocated for implementation by, the Working Group.

Procedure for Introducing and Processing a Proposal for Consideration

Any member of the Working Group, or the community at large, is encouraged to develop and justify proposals for consideration and possible action by the Steering Committee or any of its subcommittees. This procedure anticipates that subcommittees, through a procedure for cooperation and consultation (described below) will generate many proposals or requests for their own consideration and/or for consideration by other subcommittees. Nevertheless, this procedure also anticipates receipt of proposals or other requests for consideration from sources independent of a subcommittee, including, but not necessarily limited to, the following:

- Identification of specific hazards, vulnerabilities or risks to be considered in the Mitigation Strategy.

- Proposals or concepts for structural and/or non-structural mitigation strategies to be incorporated into the Strategy.

- Endorsements and/or criticisms of priorities assigned to mitigation initiatives, endorsements given to initiatives, or actions to reject initiatives.

- Needs for and approaches to public information and education programs.

- Requests for endorsement of immediate mitigation and/or post-disaster redevelopment actions for specific geographic areas or sectors of the community.

- Requests for specific actions or endorsements that may or may not be consistent with the mission of the Working Group.

It can be expected that such requests could originate from a range of sources and in a variety of formats. Requests are also likely to be actively solicited from members of the subcommittees and the Working Group. Requests will be processed in the following manner:

Step 1) A request received outside of a meeting of the Steering Committee, or a subcommittee would be transferred to the Working Group's staff for action. A request received during a meeting of the Steering Committee, or a subcommittee would be processed in accord with the instructions of the chairperson of the Steering Committee.

Step 2) The Working Group's staff will prepare a brief written description of the request which would document the origin of the request and record the date and method of disposition of the request by staff.

Step 3) The Working Group's staff would, if necessary, consult with the chair of the Steering Committee regarding its disposition and, if appropriate, prepare the request in the form of a draft resolution for action by the Steering Committee.

Step 4) In most cases, this procedure anticipates that the staff would transmit the request to the lead agency representative of the most appropriate subcommittee to address the nature of the request.

Step 5) The subcommittee's lead agency representative would be responsible for considering the request by the subcommittee and taking further action for its disposition.

Step 6) If warranted, the subcommittee could incorporate the request into the anticipated planning process by the subcommittee itself, refer the request to another subcommittee, or propose the request as suitable for formal action by the Steering Committee.

Procedures for Formal Action by the Steering Committee

Formal actions in the name of the Working Group will only be taken upon an affirmative vote of the Steering Committee. Formal actions include, but are not necessarily limited to, the following:

- Approval and transmittal of any formal document in the name of the Working Group requesting funding for any plan, mitigation initiative or other purpose from an organization external to the Working Group.

- Endorsement by the Working Group of any proposal or request for funding by any jurisdiction or public or private organization of a structural or non-structural hazard mitigation initiative.

- Publication or issuance of a substantive, final document under the name of the Working Group.

- Issuance of any request or instruction having the intended purpose of initiating actions for hazard mitigation or post-disaster redevelopment controls by organizations or jurisdictions within Marion County.

- Publication of a final Mitigation Strategy prepared pursuant to state guidelines and/or under state funding, as well as any subsequent final modification or updating of the Strategy.

- Issuance of any final recommendations in the name of the Working Group regarding post-disaster redevelopment controls or guidelines for the County and/or its municipalities; and

- Any other formal action which, in the opinion of the chair of the Steering Committee, warrants the endorsement and/or concurrence of the Steering Committee.

The determination of whether an action by the Steering Committee a formal action is and subject to this procedure is within the discretion of the chair of the Steering Committee.

It is anticipated by these the Working Group's procedures that formal actions by the Working Group itself will take the form of recommendations for local governments, business interests, and other sectors of the community to utilize their own authorities, responsibilities and resources to implement the Working Group's recommendations and the strategy developed.

As a voluntary community-based public- private organization, the Working Group has no authority in law to independently adopt and enforce any recommendation, plan or strategy. Its strength is in the willing cooperation of the organizations and jurisdictions represented on its Steering Committee to implement the provisions of the Local Mitigation Strategy.

Formal actions taken by the Working Group will occur in the following manner:

Step 1) A proposal for the action is prepared by the sponsor in the form of a draft resolution for action by the Steering Committee. The draft resolution has attached any document(s) to be issued in the name of the Working Group and/or supporting documentation to further explain the intents and purposes of the draft resolution for Working Group action.

Step 2) The draft resolution and attached documentation are provided to the Working Group's staff for recording. The staff will consult with the chair of the Steering Committee

to identify if the County Attorney or other designated individual should review the proposal for comment prior to its circulation to the Steering Committee.

Step 3) The Working Group's staff will copy the draft resolution for distribution to the Steering Committee. In the event that the attached documents are very large in volume or size, a reference copy for inspection by Steering Committee members and other interested individuals will be made available at the offices of Marion County Office of Emergency Management.

Step 4) The Working Group's staff will circulate a copy of the draft resolution to members of the Steering Committee. Except for the case of an emergency meeting, the draft resolution and attachments must be received by the Steering Committee members two weeks prior to the meeting at which discussion and action on the draft resolution and proposed action is planned.

Step 5) Prior to final action, in cases deemed warranted by the chair of the Steering Committee, the action may be postponed until a decision by the County Attorney regarding a need for a public hearing on the proposal. If there is a need, the matter will be referred to the Public Affairs Subcommittee to prepare for and conduct the public hearing in accord with County requirements and prior further action by the Steering Committee.

Step 6) In the absence of a public hearing or after its conclusion, the Steering Committee will take action on the proposal at the next meeting using one of the following options:

- Adopt the original proposal as a formal resolution by affirmative majority vote.
- Reject the original proposal through failure to achieve an affirmative majority vote.
- Modify the proposal in some manner prior to voting on its adoption.
- Instruct a subcommittee to analyze the matter further and advise the Steering Committee of a course of action.
- Delay action on the proposal until the next regularly scheduled meeting of the Steering Committee; or
- By majority affirmative vote, circulate the proposal to the Working Group for review and solicit comment during the next Working Group meeting prior to formal action by the Steering Committee.

Step 7) When formal action by the Steering Committee has been completed, the Working Group's staff will archive a copy with supporting documentation in the project files. The staff will provide a final copy of the resolution, without supporting documentation, to each member of the Steering Committee and if appropriate, and under the signature of the chair of the Steering Committee, distribute the final resolution to the individuals, agencies, or organizations for whom it was intended.

Procedure for Coordination of Committee Activities

The Steering Committee is responsible for ensuring that the planning process undertaken by the Working Group and its subcommittee, as well as the actions to be taken, are effectively coordinated within the management structure of the Working Group as well as with jurisdictions and organizations outside of the Working Group. Coordination of actions will be accomplished through the following mechanisms:

- Coordination mechanisms will be built into the routine functioning of the Working Group, and will include distribution of meeting summaries and minutes to members of the Steering Committee, summation of subcommittee activities at each Steering Committee meetings, periodic release of public information regarding the activities of the Working Group, involvement of the Working Group's staff in subcommittee meetings and similar mechanisms;

- The Steering Committee is responsible for assuring the overall coordination of activities among the remainder of the Working Group, working primarily through the assignment of tasks and activities to the subcommittees and resolving coordination issues during the summation reports in meetings.

- Coordination with outside organizations and the community at large will be achieved by assuring that the Public Affairs Subcommittee is the sole source for information released to the media, and by having the chair of the Steering Committee be designated as the only official spokesperson for the Working Group.

- Coordination of new assignments for subcommittee attention will be achieved by having all such assignments made by the chair of the Steering Committee either directly during a meeting of the Steering Committee, or by conferring with the Working Group's staff prior to making such an assignment.

- Assignments that originate within a subcommittee that warrant the attention and consideration of another are to be coordinated by the designated lead agency representative of the subcommittee through referral to or consultation with the lead agency representatives of the other subcommittees whose involvement is being sought.

Procedures for Resolving Conflicts between Governmental Entities

This procedure recognizes that many of the statutory or regulatory mechanisms for promoting hazard mitigation and post-disaster redevelopment activities are based in the powers and responsibilities of local government. Further, it is recognized that, with five participating county and municipal jurisdictions in Marion County, conflicts and inconsistencies in regulations, statutes, policies and programs regarding disaster mitigation and recovery will arise. Therefore, one of the primary functions of the Working Group is to identify where such conflicts or inconsistencies exist, and to provide mechanisms to address and resolve the associated problem areas.

The Working Group's organizational structure is intended to incorporate representation from each participating local jurisdiction on the Steering Committee, providing a forum to identify, deliberate and resolve conflicts among governmental entities. This organizational structure is anticipated to enhance identification and resolution of conflicts between governmental entities by providing an organized managerial framework supportive of the information exchange, technical analysis, and cooperation necessary to address and resolve such conflicts. Nevertheless, beyond the organizational structure, Marion County's Working Group for Disaster Mitigation and Recovery will utilize the following sequential actions to identify, address and seek to correct conflicts and inconsistencies between governmental entities:

The Mitigation Planning Subcommittee, in cooperation with the Working Group's staff, will develop an initial "baseline" of existing statutes, regulations, policies and procedures of all the local government jurisdictions in Marion County. This baseline will accomplish the following:

- Inventory each governmental entity.
- Catalogue their statutes, plans and policies related to hazard mitigation and post-disaster redevelopment controls.
- Describe and assess the initially apparent shortfalls, conflicts and inconsistencies of and between governmental entities.
- Offer recommendations for the Working Group to consider modifications and/or corrective actions to reduce the number and scope of such shortfalls, conflicts and inconsistencies.

To the extent feasible, the Mitigation Planning Subcommittee, with the support of the Working Group's staff, will further identify the regulations, standards and/or industry and business criteria

utilized for disaster mitigation and recovery by the key elements of the private sector of Marion County. These will be assessed in relationship to the mitigation and recovery programming currently being implemented by the governmental entities of Marion County. This assessment may also indicate shortfalls, conflicts and/or inconsistencies between the public and private sector, warranting further attention from the Working Group as it develops its Local Mitigation Strategy.

As the Mitigation Planning Subcommittee develops the proposed Local Mitigation Strategy for consideration and adoption by the Steering Committee, or during one of the biannual updates, this procedure anticipates that definition of mitigation initiatives, and assignments of priority thereto, will further uncover inconsistencies and contradictions between the desired or needed programming by governmental entities. When such issues are so identified, they will become the responsibility of the Mitigation Planning Subcommittee to identify a resolution to the problem area by using the following steps:

Step 1) The Mitigation Planning Subcommittee will be responsible for identification and precise definition of the inconsistency, contradiction or conflict in mitigation or recovery programming or control among governmental entities or between governmental entities and the private sector.

Step 2) In the event the subcommittee is unable to resolve such conflicts in a timely manner through discussion at its regularly scheduled meetings, and at the discretion of the designated lead agency representative of the Mitigation Planning Subcommittee, a number of individuals from within or outside of the subcommittee will be assigned to serve on a special, temporary task force to further assess the conflict. The number of individuals assigned will be at the discretion of the lead agency representative, as will the need to request the Working Group's staff to support the task force in the evaluation. In all cases, the assigned individuals will include both representatives of the jurisdictions or private sector elements with direct interests in the outcome of the evaluation, and other individuals with no direct interest in the outcome of the evaluation, if at all feasible.

Step 3) The assigned task force will assess the situation and formulate a recommendation for corrective action for consideration and action by the Mitigation Planning Subcommittee. This recommendation will be prepared in writing and provide a complete description of the characteristics and importance of the conflict, define the feasible options available for resolution of the conflict, as well as the basic advantages and disadvantages of each. The recommendation will also identify the option preferred by the task force and the underlying reasons for this preference.

Step 4) The entirety of the Mitigation Planning Subcommittee will review the recommendation of the task force and vote for concurrence. The lead agency

representative will then relay the task force's recommendation, with the results of the vote of the Mitigation Planning Subcommittee on the preferred option, to the chair of the Steering Committee.

Step 5) The recommendation and vote of the Mitigation Planning Subcommittee will then be presented by the chair of the Steering Committee to that group at its next regularly scheduled meeting. Formal action on the recommendation will then be taken in accordance with the procedures given above, and/or if appropriate, the Mitigation Planning Subcommittee will be requested to incorporate the action into the Mitigation Strategy.

The initial baseline will be utilized by the Subcommittee to recommend to the Steering Committee one or more proposed actions by governmental entities to correct inconsistencies and address conflicts and, with the concurrence of the Steering Committee, these would be included in the Working Group's overall Local Mitigation Strategy for Marion County.

Procedures for Evaluating and Updating the Mitigation Strategy

Once prepared, the Working Group's Local Mitigation Strategy will be evaluated and updated on a continuing basis. The Mitigation Planning and Risk Assessment Subcommittees will be responsible for this process.

On no less than a biannual basis, the following steps will be taken by the Working Group to accomplish this procedure:

Step 1. The Mitigation Planning Subcommittee will conduct the following tasks:

- Consult with the Financial Issues Subcommittee to determine the status of funding and implementation of the priority mitigation initiatives as defined in the current edition of the Local Mitigation Strategy, as well as to determine if any new federal, state, local or private sources for funding mitigation initiatives have become available to the Working Group, local government or key elements of the private sector.

- Review the records of the meetings of the Steering Committee and Working Group from the preceding two-year period to identify any proposals for new mitigation initiatives.

- Review the status of federal, state and local legislation related to hazard mitigation programming promulgated during the preceding two-year period and

identify any regulations, requirements or guidelines pertinent to the Working Group's mission or the contents and format of the Local Mitigation Strategy.

- Request the Public Affairs Subcommittee to assess the community's current attitudes and perceptions regarding implementation of the hazard mitigation strategy to date, and the types of modifications and/or enhancements that would likely be acceptable to the community at large.

- Prepare a written description of the status of each of the priority mitigation initiatives, new legislation and/or new funding sources for mitigation initiatives, as well as comments on the public acceptability of likely changes to the Strategy. Transmit the report to the chair of the Steering Committee and each of the Working Group's existing subcommittees.

- Review all post-event assessments of disasters and emergencies occurring in the intervening two-year period to identify the effectiveness of any mitigation initiatives involved, as well as to identify any new vulnerabilities or risks indicated by the events.

- Research any new information regarding hazards threatening the County, the vulnerabilities to those hazards, and the risks associated with the vulnerabilities.

- Review the predicted effectiveness of any mitigation initiatives being initiated at the time of the assessment but not yet completed.

- Prepare a written report regarding the results of the assessment, emphasizing the judged effectiveness of the mitigation initiatives in place and defining any new risks to the community becoming apparent during the preceding two-year period.

- Provide the written report with the chair of the Working Group's Steering Committee and the lead agency representative to each of the subcommittees.

Step 2) Concurrently with Step 1, the Risk Assessment Subcommittee will accomplish the following tasks:

Step 3) Using the results of Steps 1 and 2, the Mitigation Planning Subcommittee will identify those portions of the current edition of the local mitigation strategy that necessitate expansion, enhancement or updating. The lead agency representative will then identify to the chair of the Steering Committee the scope, schedule and resources required to develop a revision of the Local Mitigation Strategy.

Step 4) Upon instruction from the chair of the Steering Committee, and with the cooperation of the Working Group's staff, the Mitigation Planning Subcommittee will prepare a draft of the update and circulate copies to all members of the Steering Committee.

Step 5) The Steering Committee members will individually review the draft of updated Strategy and provide comments to the Mitigation Planning Subcommittee for consideration. Following a reasonable time for review, the Mitigation Planning Subcommittee will revise the draft as needed and submit it to the Steering Committee for review and release as a draft.

Step 6) Pursuant to the procedure given above, the Steering Committee will take formal action to release the draft of the updated Local Mitigation Strategy for public review. Upon an affirmative vote, the draft will be released publicly for a request for comments, or, if not affirmed, the draft will be returned to the Mitigation Planning Subcommittee for further revision.

Step 7) The Public Affairs Subcommittee will prepare media releases and legal notices regarding the availability of the draft for review by the public. The subcommittee will take additional steps to encourage all members of the Working Group to review the draft in detail prior to the meeting to comment more effectively on the document.

Step 8) The Steering Committee and Working Group's staff would prepare a public presentation summarizing the findings and conclusions reached by the Working Group in the preceding steps, as well as highlighting the proposed changes in the Strategy.

Step 9) At the meeting of the Working Group, the presentation prepared in Step 8 will be given to the members, and comments will be received and recorded for further consideration. The record of the meeting will remain open for 15 days after the conclusion of the Working Group’s meeting to receive any further written comments.

Step 10) As needed, following the closure of the comment period, the Mitigation Planning Subcommittee will modify the draft of the strategy and submit a final edition to the Steering Committee for formal adoption in accord with the procedures for such action given above.

Procedures for Coordination of Public and Private Mitigation Initiatives

A major purpose to be achieved in establishing the Working Group is to provide an ongoing forum for cooperative efforts, information exchange and continuing consultation between the public and private sectors of Marion County. As such, the presence of representatives of all local government jurisdictions as well as key elements of the County's private sector on the Steering

Committee and its subcommittees are expected to provide for coordination of public and private sector mitigation initiatives.

In addition to the organizational structure, however, the following responsibilities and provisions will be followed by each of the Working Group's Subcommittees in the conduct of their activities:

All Subcommittees: Each subcommittee's lead agency will have a responsibility to strive to achieve an appropriate balance in representation from the local government, private enterprise and community interest groups. If difficulty is encountered in maintaining a balanced representation, the subcommittee's lead agency may request assistance from the Public Affairs Subcommittee in recruiting additional members from other sources.

The Risk Assessment Subcommittee: In all the analytical efforts conducted by this subcommittee, the risk exposure of both local government and the business community to the hazards threatening the County will be considered.

The Mitigation Planning Subcommittee: In all the planning efforts, including identification of structural and non-structural mitigation initiatives, this subcommittee will include consideration of initiatives applicable to local government, business and industry, as well as the public, whether such initiatives would affect only one of these sectors of the community or all of them.

The Financial Issues Subcommittee: A major focus of this subcommittee's efforts will be on the financial vulnerability of the community to disasters, and the need for effective capabilities in disaster recovery. This subcommittee will work with the Risk Assessment Subcommittee, and the Mitigation Planning Subcommittee to ensure that the financial concerns of the private sector, as well as the public sector, are fully considered in the development, implementation and evaluation of the Local Mitigation Strategy. This subcommittee, in fulfilling its responsibility to seek sources of funding for planning and implementation of mitigation initiatives, will pursue available opportunities for private sector funding of mitigation initiatives as well as governmental sources.

The Public Affairs Subcommittee: It is the responsibility of this subcommittee to engage all sectors of the community in the activities of the Working Group, including the business community. As such, the subcommittee will be available to assist other subcommittees on maintaining the involvement of the private sector and an awareness of the mitigation initiatives undertaken by this component of the community.

Procedure for Identification of Potential Mitigation Initiatives

The Mitigation Planning Subcommittee is responsible for identification and definition of potential mitigation initiatives for inclusion in the Local Mitigation Strategy. Input for this definition process may come from a variety of sources, including but not limited to:

- The Risk Assessment and Financial Issues, based on the results of vulnerability assessment and risk analysis.
- From local input gained through interaction with all members of the Working Group.
- From analysis of the inconsistencies or conflicts among the statutes and policies of local jurisdictions and/or the mitigation programming of the private sector in relation to the public sector.
- A proposal from any source for a mitigation initiative received and processed by the Working Group in accord with procedures given above.

To facilitate evaluation of each proposed mitigation initiative, the Mitigation Planning Subcommittee will define each separate initiative, using the best information readily available at the time, by providing the following:

Item 1: The general type of initiative –

Non-structural initiatives:

- Code, statute or policy development/enforcement
- Plan or procedure development
- Land purchase and restriction
- Training or education
- Research, investigation or analysis
- Other

Structural initiatives:

- Retrofitting of existing vulnerable structures
- Demolition and removal of vulnerable structures
- Construction of new mitigation initiatives
- Reconstruction of existing mitigation initiatives

Item 2: The hazard(s) addressed:

All hazards

- Water hazards
- Wind hazards
- Fire hazards
- Hazardous materials
- Other technological hazards
- Societal hazards
- Agricultural hazards
- Other hazards

Item 3: Risk/loss category affected

- Demonstrated repetitive loss
- Predicted loss
- Level of risk (High, medium, low, uncertain, etc.)

Item 4: The geographic area benefited and/or impacted

- Size (square miles)
- Jurisdiction(s)

Item 5: The estimated population benefited

- Number of people
- Special characteristics or concerns (e.g., special needs) Item 6: For structural initiatives:
- Preferred project sponsor
- Alternative project sponsor
- Estimated cost
- Predicted benefits (Value of damage avoided, environmental resource protected, deaths
- and injuries avoided)
- Schedule for initiation and completion
- Complexity of approval/permitting
- Most likely funding source
- Other possible funding sources
- Probability of community acceptance

Item 6: For non-structural initiatives:

- Alternative implementing agency/organization
- Probable implementing agency/organization
- Estimated costs for implementation
- Proposed schedule for implementation
- Estimated cost impact in the target area
- Predicted benefits (Value of damage avoided, environmental resource protected, death and injuries avoided)
- Complexity of approval/adoption
- Probability of community acceptance

It is the intention of this procedure that this information be preliminary estimates, and that the level of data gathering to support this activity be commensurate with the resources and time available for the analysis. It is not intended that highly detailed, design-level information be gathered to define the proposed mitigation initiatives.

Bylaws of the Marion County, Florida, Hazard Mitigation Working Group

ARTICLE I. PURPOSES OF THE WORKING GROUP

The purpose of the Marion County Hazard Mitigation Working Group is to decrease the vulnerability of the citizens, governments, businesses and institutions of Marion County, Florida, to the future human, economic and environmental costs of natural, technological, and societal/manmade disasters. The Working Group will develop, monitor, and maintain a local strategy for hazard mitigation and post disaster redevelopment which will be intended to accomplish this purpose.

ARTICLE II. MEMBERSHIP

Participation in the Marion County Working Group for Hazard Mitigation is voluntary by all participating entities. Membership is established in accord with the following provisions:

- Membership in the Working Group is open to all jurisdictions, organizations and individuals supporting its purposes; and

- The membership and participation of local governments in the Working Group is controlled by contractual agreements between the Florida Department of Community Affairs, Marion County, and the participating municipalities, which are listed in

Attachment A. These contractual agreements are incorporated hereto by reference, and their provisions are controlling.

ARTICLE III. ORGANIZATIONAL STRUCTURE

The organizational structure of the Working Group shall consist of a Steering Committee and permanent and/or temporary subcommittees.

A. The Steering Committee

The Working Group shall be guided by a Steering Committee of not more than fourteen members, consisting of designated representatives of the following:

- One representative from the government of Marion County and each participating municipality,
- One representative from organizations and associations representing key businesses, industry, and community interest groups of Marion County, and
- Other such individuals appointed by a majority vote of the Steering Committee.

Members of the Steering Committee will be designated by formal resolution, appointment or other action to serve as the official representative and spokesperson for the jurisdiction or organization regarding the activities and decisions of the Working Group. To maintain good standing, members of the Steering Committee must have un-excused absences from more than three consecutive meetings.

B. Subcommittees

The Working Group shall have four permanent subcommittees: Risk Assessment, Mitigation Planning, Public Information, and Financial Issues. Membership of the permanent subcommittees is unlimited and is open to all interested jurisdictions, organizations and individuals.

Temporary subcommittees may be established at any time for special purposes by the chair of the Steering Committee, and their membership designated at that time.

Membership in the subcommittees is not restricted. There are no requirements for individuals to maintain good standing as members of a permanent or temporary subcommittee.

C. Program Staff

The Marion County Community Services Department, or other county agencies as may be subsequently designated, will provide and/or coordinate individual and organizations serving as the program staff for the Working Group.

ARTICLE V. OFFICERS

Any member of good standing of the Steering Committee is eligible for election as an officer. The Steering Committee will have a chair elected by a majority vote of a quorum of members. The Steering Committee will also elect by majority vote a vice-chair. One of these positions will be elected by the representatives of local government and the other by the representatives of the private sector. Each will serve a term of one year and be eligible for re-election for an unlimited number of terms. The chair and vice-chair of the Steering Committee are also considered to be chair and vice-chair of the Working Group.

The chair of the Steering Committee will preside at each meeting of the Steering Committee, make assignments of Steering Committee members to the permanent subcommittees, as well as establish temporary subcommittees and assign personnel to them. The vice-chair will fulfill the duties and responsibilities of the chair in his or her absence.

The chair of each permanent or temporary subcommittee will be designated from the members in good standing of the Steering Committee by its chair and will serve at the pleasure of the chair of the Steering Committee.

ARTICLE VI. RESPONSIBILITIES

A. Steering Committee

The Steering Committee will be responsible for oversight and coordination of all actions and decisions by the Working Group and is solely responsible for formal actions in the name of the Working Group, including the release of reports, development of resolutions, issuance of position papers, and similar activities. The Steering Committee makes assignments to the subcommittees, coordinates their work, and acts on their recommendations.

B. Subcommittees

The permanent subcommittees have the following responsibilities:

1. Risk Assessment - to identify, analyze, and monitor the hazards threatening Marion County and the vulnerabilities of the community to those hazards, as well as to assist in the definition of actions to mitigate the impacts of those hazards.

2. Mitigation Planning - to define structural and non-structural actions needed to decrease the human, economic and environmental impacts of disasters, and to prepare for consideration and action by the Steering Committee a strategy for implementation of those initiatives in both the pre- and post- disaster time frame.
3. Financial Issues - to define the general financial vulnerability of the community to the impacts of disasters, to assist with identification of initiatives to minimize that vulnerability; and seek funding sources for all priority mitigation initiatives identified in the mitigation strategy developed by the Working Group.
4. Public Information - to secure public input and comment on the efforts of the Working Group; to inform the public about the activities of the Working Group; to conduct public information and education programs regarding hazard mitigation; to assist with the conduct of public hearings; and, to promote public acceptance of the strategy developed by the Working Group.

The permanent subcommittees may be combined or further divided into small groups at the discretion of the chair of the Steering Committee, and their duties and responsibilities altered accordingly. The responsibilities of temporary subcommittees will be defined at the time they are established by the chair of the Steering Committee.

C. Program Staff

Technical, clerical and other types of support activities for the Steering Committee and subcommittees will be provided through the Marion County Growth Services Department and other county agencies as assigned. The Growth Services Department will also serve as the legal government representative of the Working Group and is empowered under County statutes to accept and disburse funds, enter contracts, hire staff, and take such other actions as necessary in support of, or in the name of, the Working Group. Other jurisdictions and organizations may also provide such services on a voluntary basis upon request of the Growth Services Department and/or the chair of the Steering Committee.

D. Authority for Actions

Only the Steering Committee has the authority to take final actions in the name of the Working Group. Actions by subcommittees or program staff are not considered as final until affirmed by action of the Steering Committee.

E. Meetings, Voting and Quorum

Meetings of the Steering Committee and its subcommittees will be conducted in accord with Robert's Rules of Order, when deemed necessary by chair of the meeting. Regular meetings of the Steering Committee will be scheduled with a minimum of 10 working days' notice. The scheduling of meetings of a subcommittee is at the discretion of its chair.

All final actions and decisions made in the name of the Working Group will be affirmative by vote of a quorum of the Steering Committee. A quorum shall be fifty percent of the members of the Steering Committee in good standing at the time of the vote. Each member of the Steering Committee will have one vote. Voting by proxy, written or otherwise, is not allowed.

If a standard quorum cannot be obtained, where disposition of an action item is deemed to be critical, the chair or vice-chair may call for a special vote with fewer than the required number of members for a quorum.

F. Special Votes

Special votes may also be undertaken during emergency situations or when there are other extenuating circumstances that are judged by both the chair and vice-chair of the Steering Committee to prohibit scheduling of a regular meeting of the Steering Committee. Special votes may be by telephone, email and/or first-class mail, and shall be in accord with all applicable statutes for such actions.

G. Public Hearings

When required by statute or the policies of Marion County, or when deemed necessary by the Steering Committee, a public hearing regarding actions under consideration for implementation by the Working Group will be held.

H. Documentation of Actions

All meetings and other forms of action by the Steering Committee and permanent subcommittees will be documented and made available for inspection by the public.

VIII. ADOPTION OF AND AMENDMENTS TO THE BYLAWS

The Bylaws of the Working Group may be adopted and/or amended by a two-thirds majority vote of the members in good standing of the Steering Committee. All proposed changes to the bylaws will be provided fourteen (14) days prior to such a vote.

IX. DISSOLUTION OF THE WORKING GROUP

The Working Group may be dissolved by affirmative vote of 100% of the members in good standing of the Steering Committee at the time of the vote, by order of a court of competent jurisdiction, and/or by instruction of the Marion County Board of Commissioners. At the time of dissolution, all remaining documents, records, equipment and supplies belonging to the Working Group will be transferred to the Marion County Office of Emergency Management for disposition.

CHAPTER SIX: HAZARD IDENTIFICATION

Contents

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Introduction and Purpose

The purpose of the Marion County Local Mitigation Strategy is to identify how the key facilities, systems and areas of the community are vulnerable to the natural, technological and societal (man-made) hazards to which they are exposed. First, it is necessary to identify the hazards that are of concern and then to specifically define how the elements of the community are vulnerable to those hazards. This is the "hazard identification and vulnerability assessment process." After specific vulnerabilities are defined, specific mitigation initiatives to counteract those vulnerabilities can be proposed for implementation through the Strategy.

The hazard identification process defines the types of hazards that could impact this County and its communities, as well as the locations where those impacts could occur. With this information, the vulnerability assessment process identifies if and how the facilities, systems or areas within those designated locations may be damaged or made inoperable by an event.

This section of the Strategy reports on hazard identification and vulnerability assessment process. Both natural hazards and technological hazards and threats to the economic vitality of the community are reviewed. It should be noted that new hazard information and methods to utilize it become available on a continuing basis. Therefore, as the LMS planning process continues, additional or modified information will become available to the Working Group.

The primary document is a summary of recommended mitigation actions as highlighted by the experiences of Marion County with the major disasters of the recent past. Interagency Hazard Mitigation Review Team reports were assessed during the planning effort and recommendations made therein regarding mitigation actions that are needed were considered by the Working Group in the development of the Strategy.

Overview of the Hazard Identification Process

Marion County is exposed to many different types of natural, atmospheric, technological and societal hazards that vary significantly in location, scope and seriousness of their effects on the community. The Hazard Identification/Vulnerability analysis process used by the Working Group began by identifying weather related, natural, technological and societal hazards that could potentially impact the geographic area under investigation. Table VI-1 indicates those hazards considered common or having the potential to affect the County.

Table VI-1 Hazards Affecting Marion County				
Weather	Natural	Ecological	Technological/Societal	Health
Hurricane and Tropical Storm	Wildfire	Pest Infestation	Power Failure	Pandemic/Epidemic
Severe Winter Storm	Flood	Animal Disease	HazMat Incidents	Aging Population
Tornado	Drought		Urban Fire	
Extreme Heat	Sinkholes		Radiological	
	Riverine Erosion		Societal/Civic Evacuation	
			Mass Casualty	
			Traffic Related	
			Civil Disturbance	
			Terrorist Acts	

Depending on the characteristics of the hazard and its impact, substantial components of the general population, business community, public services, community institutions and utilities are vulnerable to damage. In considering the vulnerability of Marion County to disasters, it is important to emphasize that some facilities and the populations they serve are often more sensitive to the impacts of disasters than others. For the purposes of the Vulnerability Analysis and Risk Assessment requirements of the LMS, only the weather related, and natural hazards were analyzed. Ecological, technological, societal, and health related hazards remain applicable to Marion County; however, currently there are no set criteria for evaluating hazards not required by 44 CFR 201. At such times these review criteria are developed, they will be further analyzed in the LMS.

The vulnerability range of the community to disasters is very wide and depends on many factors. An ongoing role of the Working Group's Risk Assessment Subcommittee has been to undertake very specific analyses of the communities' vulnerabilities to support development of the Marion County LMS. Only by identifying specific vulnerabilities has the Working Group been able to define the specific mitigation initiatives for incorporation into the Strategy.

A key element in the planning process adopted by the Working Group is to use a methodical, comprehensive approach to define specific vulnerabilities of the community to disaster impacts. The steps in the Hazard Identification and Vulnerability Assessment Process are as follows:

1) Use the hazard identification process to define the hazards that can strike the County and where they could impact.
2) Use a geographic information system (GIS) database to document the location of the identified hazards.
3) Use this information to select key facilities, systems and neighborhoods at risk because they are in or near those locations.
4) Analyze their specific vulnerability of the selected facilities, systems and neighborhoods to the effects of the disaster events.

Hazards Overview

In 1988, the Robert T. Stafford Disaster Relief and Emergency Assistance Act was enacted to support state and local governments when disasters overwhelm local resources. This law, as amended, establishes a process for requesting and obtaining a Presidential Disaster Declaration, defines the type and scope of assistance available from the federal government, and sets the conditions for obtaining that assistance. The Federal Emergency Management Agency (FEMA), now part of the Emergency Preparedness and Response Directorate of the Department of Homeland Security, is tasked with coordinating the response. Since 1960, Marion County has received numerous presidential disaster declarations for such hazards as hurricanes, tornados, fires and severe freezes. Refer to Table VI-2 below.

Table VI-2 Presidential Disaster Declarations, 1960-2024		
Event	**Date**	**Declaration**
Hurricane Donna	9/12/1960	106
Hurricane Dora	9/10/1964	176
Hurricane Gladys	11/7/1968	252
Severe Winter Weather	1/31/1977	526
Severe Freeze	1/15/1990	851
Tornadoes, Flooding, High Winds	3/13/1993	982
Severe Storms, High Winds, tornadoes	1/6/1998	1195
Extreme Fire Hazard	6/18/1998	1223
Fires	4/2/1999	3139
Hurricane Frances	9/4/2004	1545
Hurricane Ivan	9/16/2004	1551
Hurricane Jeanne	9/2/2004	1561
Tropical Storm Fay	8/24/2008	1785
Hurricane Hermine	9/6/2016	4280
Hurricane Irma	9/5/2017	3385
Hurricane Ian	9/23/2022	4673
Hurricane Nicole	11/7/2022	4680
Hurricane Idalia	8/27/2023	4734
Hurricane Debby	8/1/2024	4806
Hurricane Helene	9/23/2024	4828
Hurricane Milton	10/5/2024	4834

Table VI-3 Hazard Matrix: Probability, Frequency, Impacts, and Spatial Extent				
Hazard-Natural	Probability	Impact	Frequency	Distribution
Drought	L	Min	N/A	Countywide
Flood	H	Mod	1 event per year	Flood plains
Riverine Erosion	L	Min	N/A	Riverine basins
Tornado	M	Severe	1 event per 3 years	Countywide
Hurricane and Tropical Storm	L	Severe	1 event per 10 years	Countywide
Wildfire	M	Severe	Several events per year	Rural areas
Extreme Heat	L	Min	N/A	Countywide
Sinkholes	M	Mod	Several events per year	Countywide
Severe Winter Storm	L	Min	N/A	Countywide

Source: National Climatic Data Center

H = High – 1 event recorded per 1-4 years
M = Moderate – 1 event recorded per 5-9 years.
L = Low – 1 event recorded per 10+ years.
N/A = No recorded events or insufficient data.
Min = 1-25% of the total structure/infrastructure is damaged because of the hazard
Mod =25-50% of the total structure/infrastructure is damaged because of the hazard
Severe = 50-100% of the total structure/infrastructure is damaged because of the hazard

Table VI-5. Hazard Matrix: Hazard Extent		
Hazard	**Effect**	**Observation**
Drought	Severity of the drought index?	The worst possible drought event Marion County could experience would be a Category D0 drought, as measured by the Keetch-Byram Drought Index, Some lingering water deficits and slow recovery of pastures or crops while coming out of the drought. Resulting in short-term dryness, slowed planting and growth of crops or pastures.
Flooding	How deep would the flooding be and what is the potential for property damage and loss of life?	During the 100-year flood, water can exceed normal levels by 1 to 5 feet. There are 19,049 parcels in Marion County located within the 100-year Flood Plain. The total assessed value of these parcels is approximately $4,581,189,526. The worst possible single flooding event could cause $600K of property damage and cause 1 injury.
Riverine Erosion	What is the potential for property damage and loss of life?	Approximately 364 improved parcels are located within 25 feet of rivers in Marion County. The total assessed value of these parcels is approximately $88,442,783. In the event of a 500-year flood or another similarly exceedingly rare hydrological event, riverine erosion may occur and affect 1-2 meters of riverbank. Most impacts from such an event would primarily occur on the more developed portions of the Rainbow River. No injuries or loss of life are expected because of river erosion.
Hurricane and Tropical Storm	What category on the Saffir Simpson Scale could impact the jurisdictions?	Potential Category Three Hurricane causing some structural damage to small residences and utility buildings with a minor amount of curtain wall failures. Mobile homes are destroyed.
Tornado	What category on the Fujita Scale could impact the jurisdictions?	Potential F-3 Tornado causing intense damage and destruction within the confined path of the storm.
Sinkholes	What is the maximum potential depth and diameter of a sinkhole?	Sinkholes can be as large as 100' in length by 100' in width and approximately 60' in depth.
Wildfire	What is the potential property damage and How many acres could be expected to burn?	Wildfires can occur as often as 2,218 times each year and can burn approximately 1,359.7 acres. A single wildfire event could damage up to $100K of property.
Extreme Heat	What is the maximum temperature to expect?	The maximum temperature that can be expected is 109 degrees with the possible loss of 1 life.
Severe Winter Storm	What is the minimum temperature to expect?	In 2010 temperatures were at 32 degrees for ten days. A period of two weeks with temperature lows at 32 degrees can be expected. The loss of 1 life is expected.

Hurricane and Tropical Storms

A. Description of Hurricanes and Windstorms

A hurricane is a tropical cyclone, occurring in the Atlantic Ocean or the Northeast Pacific Ocean, east of the International Dateline. Hurricanes are characterized by a large low-pressure center and numerous thunderstorms that produce strong winds and heavy rain. They feed on heat released when moist air rises, resulting in condensation of water vapor contained in the moist air.

Because of its subtropical location and long coastline, Florida is particularly susceptible to hurricanes. The greatest threats posed by a hurricane are storm surge, wind damage and inland flooding. Apart from a few homes on the western shore of Lake George, Marion County communities need only be concerned about the latter two.

Wind damage from the storm itself is related to wind speed and the accompanying "pressure" that is exerted on structures when the wind speed doubles, four times more force is exerted on structures. Wind damage is also caused by hurricane spawned tornadoes. Tornadoes often form on the leading edge of a hurricane and can be more destructive than the hurricane itself. Tornadoes may even form in the relatively weak hurricanes, often causing much or more damage than the parent storm. It is extremely important for residents in flood prone areas of the County to keep track of a storm as it passes over all local and regional drainage basins. Rainfall varies with each hurricane, however, on average, the normal hurricane has between ten and twelve inches of rain.

Hurricane extent is measured using the Saffir-Simpson Hurricane Scale. The scale was developed to make comparisons easier and to make the predicted hazards of approaching hurricanes clearer to emergency managers, National Oceanic and Atmospheric Administration's hurricane forecasters use a disaster-potential scale which assigns storms to five categories. This can be used to give an estimate of the potential property damage and flooding expected along the coast with a hurricane.

Table VI-6. Saffir-Simpson Hurricane Scale		
Category	**Winds**	**Effects**
One	74-95 mph	No real damage to building structures. Damage primarily to unanchored mobile homes, shrubbery, and trees. Also, some coastal road flooding and minor pier damage
Two	96-110 mph	Some roofing material, doors, and window damage to buildings. Considerable damage to vegetation, mobile homes, and piers. Coastal and low-lying escape routes flood 2-4 hours before arrival of center. Small crafts in unprotected anchorages break moorings.
Three	111-130 mph	Some structural damage to small residences and utility buildings with a minor amount of curtain wall failures. Mobile homes are destroyed. Flooding near the coast destroys smaller structures with larger structures damaged by floating debris. Terrain continuously lower than 5 feet ASL may be flooded inland 8 miles or more.
Four	131-155 mph	More extensive curtain wall failures with some complete roof structure failure on small residences. Major erosion of beach. Major damage to lower floors of structures near the shore. Terrain continuously lower than 10 feet ASL may be flooded requiring massive evacuation of residential areas inland as far as 6 miles.
Five	greater than 155 mph	Complete roof failure on many residences and industrial buildings. Some complete building failures with small utility buildings blown over or away. Major damage to lower floors of all structures located less than 15 feet ASL and within 500 yards of the shoreline. Massive evacuation of residential areas on low ground within 5 to 10 miles of the shoreline may be required.

B. Location and Extent

All of Marion County would be vulnerable to hurricane damage from high winds, rain induced flooding and hurricane-spawned tornadoes. The greatest threat from wind and tornadoes will be to those living in structurally unsound housing and mobile homes. Even though most regulations require that mobile homes be anchored to withstand high winds, with "over the top" and frame tie downs, their anchoring systems are usually designed to withstand wind velocities of only 70 to 100 miles per hour. The mobile homes themselves are usually designed to withstand winds up to only sixty miles per hour, thus, even with an advanced tie down system, the structure itself could be destroyed. Using a hazard modeling program, the peak wind gusts speed has been projected for various hurricane events for each census

tract in Marion County. Refer to Appendix A, “Wind Speed by Census Tract”.

Hurricane induced flooding would also present problems for low-lying areas of Marion County filling up too fast, especially along the Ocklawaha River in east Marion County and the Withlacoochee River in southwest Marion County. Also, water retention areas overflowing create flooding problems. Many of the lakes would be impacted as well, although drainage wells or improved drainage systems have mitigated problems in these areas somewhat. Both Marion County and the City of Ocala maintain federally provided flood maps which show the 100-year flood prone areas of Marion County. The Marion County area will meet the 100-year flood level if 10.0 inches of rainfall occur within a twenty-four-hour period.

Table VI-7-Thunderstorm Wind Events 2000-2024						
Location	Date	Time	Event Type	Magnitude (Knots)	Fujita Scale (Tornado)	Propert Damage
Orange Springs	7/7/2000	1824	Storm/Wind	No Report	N/A	$50,000
Ocala	7/11/2000	1820	Storm/Wind	No Report	N/A	$3,000
Sparr	8/9/2000	1510	Storm/Wind	No Report	N/A	$15,000
Dunnellon	8/10/2000	1735	Storm/Wind	No Report	N/A	$2,500
Reddick	9/5/2000	1330	Storm/Wind	No Report	N/A	$2,500
Ocala	9/6/2000	1615	Storm/Wind	No Report	N/A	$2,000
Ocala	3/4/2001	831	Storm/Wind	No Report	N/A	$80,000
Fellowship	3/29/2001	1000	Storm/Wind	No Report	N/A	$2,500
Ocala	3/29/2001	1030	Storm/Wind	No Report	N/A	$5,000
Lynne	6/14/2001	1345	Storm/Wind	No Report	N/A	$3,500
Ocala	6/14/2001	1745	Storm/Wind	No Report	N/A	$3,500
Silver Springs	6/15/2001	1610	Storm/Wind	No Report	N/A	$3,000
Ocala	6/18/2001	1800	Storm/Wind	No Report	N/A	$30,000
Belleview	6/20/2001	1640	Storm/Wind	No Report	N/A	$3,000
Ocala	6/21/2001	1400	Storm/Wind	No Report	N/A	$20,000
Ocala	7/9/2001	1615	Storm/Wind	No Report	N/A	$2,500
Moss Bluff	9/1/2001	1845	Storm/Wind	No Report	N/A	$500
Dunnellon	3/12/2002	2100	Storm/Wind	No Report	N/A	$500
Ocala	6/13/2002	1641	Storm/Wind	No Report	N/A	$1,000
Ocala	6/13/2002	1659	Storm/Wind	No Report	N/A	$2,000
Ft. McCoy	6/13/2002	1810	Storm/Wind	No Report	N/A	$1,000
Dunnellon	6/22/2002	1400	Storm/Wind	No Report	N/A	$2,000
Ocala	7/24/2002	1425	Storm/Wind	No Report	N/A	$0
Belleview	7/24/2002	1600	Storm/Wind	No Report	N/A	$0
Ocala	7/24/2002	1622	Storm/Wind	No Report	N/A	$5,000
Ocala ARPT	8/5/2002	1555	Storm/Wind	58	N/A	$5,000
Orange Lake	12/24/2002	1700	Storm/Wind	No Report	N/A	$5,000
Ocala	3/2/2003	1450	Storm/Wind	60	N/A	$0
Lake Weir	3/27/2003	1505	Storm/Wind	60	N/A	$0
Countywide	4/25/2003	1430	Storm/Wind	60	N/A	$0
Belleview	5/18/2003	2056	Storm/Wind	55	N/A	$0
Ocala	5/19/2003	1515	Storm/Wind	55	N/A	$0
Ocala	7/12/2003	1412	Storm/Wind	55	N/A	$0

Reddick	7/11/2003	1500	Storm/Wind	55	N/A	$0
McIntosh	7/11/2003	1505	Storm/Wind	55	N/A	$0
Ocala	7/12/2003	1415	Storm/Wind	55	N/A	$0
Sparr	8/4/2003	1350	Storm/Wind	50	N/A	$50,000
Ft. McCoy	11/5/2003	1630	Storm/Wind	45	N/A	$1,000
Belleview	11/5/2003	1700	Storm/Wind	45	N/A	$30,000
Ocala	6/2/2004	1030	Storm/Wind	50	N/A	$0
Ocala	6/4/2004	1245	Storm/Wind	50	N/A	$0
Belleview	6/6/2004	1525	Storm/Wind	50	N/A	$0
Ocala	6/20/2004	1530	Storm/Wind	50	N/A	$0
Ocala	6/20/2004	1535	Storm/Wind	50	N/A	$0
Ocala	6/2/2004	1550	Storm/Wind	55	N/A	$0
Countywide	6/26/2004	1615	Storm/Wind	55	N/A	$0
Moss Bluff	6/26/2004	1845	Storm/Wind	55	N/A	$0
Dunnellon	6/29/2004	1515	Storm/Wind	50	N/A	$0
Dunnellon	6/29/2004	1515	Storm/Wind	50	N/A	$0
Ocala	7/4/2004	1450	Storm/Wind	50	N/A	$0
Citra	7/7/2004	1315	Storm/Wind	50	N/A	$0
Lowell	7/7/2004	1315	Storm/Wind	50	N/A	$0
Ocala	7/7/2004	1345	Storm/Wind	50	N/A	$0
Lake Weir	7/7/2004	1405	Storm/Wind	50	N/A	$0
Ocala	7/11/2004	1349	Storm/Wind	50	N/A	$0
Ocala	7/11/2004	1449	Storm/Wind	50	N/A	$0
Flemington	8/10/2004	1820	Storm/Wind	50	N/A	$0
Ocala	8/20/2004	1457	Storm/Wind	50	N/A	$0
Weirsdale	8/27/2004	1430	Storm/Wind	45	N/A	$2,000
Ocklawaha	4/7/2005	1510	Storm/Wind	50	N/A	$0
Silver Springs	5/24/2005	1615	Storm/Wind	50	N/A	$0
Lynne	5/24/2005	1615	Storm/Wind	50	N/A	$0
Reddick	6/11/2005	1253	Storm/Wind	45	N/A	$1,000
Dunnellon	7/9/2005	1730	Storm/Wind	50	N/A	$0
Belleview	7/13/2005	1530	Storm/Wind	50	N/A	$0
Ocala	4/8/2006	2330	Storm/Wind	45	N/A	$50,000
Ft. McCoy	5/28/2006	1450	Storm/Wind	50	N/A	$0
Ocala ARPT	5/28/2006	1540	Storm/Wind	65	N/A	$0
Ocala	5/28/2006	1550	Storm/Wind	50	N/A	$0
Ocala	5/28/2006	1635	Storm/Wind	50	N/A	$0

Lynne	6/29/2006	1710	Storm/Wind	45	N/A	$2,000
Flemington	7/17/2006	1550	Storm/Wind	50	N/A	$0
Flemington	7/1/2006	1557	Storm/Wind	50	N/A	$0
Ocala	7/28/2006	1527	Storm/Wind	50	N/A	$0
McIntosh	7/30/2006	1415	Storm/Wind	50	N/A	$0
Romeo	9/7/2006	1200	Storm/Wind	50	N/A	$0
Ocala ARPT	2/2/2007	30	Storm/Wind	52	N/A	$0
Anthony	2/2/2007	30	Storm/Wind	60	N/A	$0
Sunset Harbor	2/2/2007	330	Storm/Wind	50	N/A	$0
Early Bird	4/15/2007	700	Storm/Wind	52	N/A	$0
Belleview	4/15/2007	740	Storm/Wind	52	N/A	$15,000
Kendrick	6/12/2007	1215	Storm/Wind	50	N/A	$0
Salt Springs	6/13/2007	1305	Storm/Wind	50	N/A	$0
Flemington	6/13/2007	1530	Storm/Wind	50	N/A	$0
Montague	6/25/2007	1540	Storm/Wind	50	N/A	$0
Danks Corner	7/14/2007	1100	Storm/Wind	50	N/A	$0
Salt Springs	7/16/2007	1900	Storm/Wind	50	N/A	$0
Montague	7/17/2007	1630	Storm/Wind	50	N/A	$0
Summerfield	7/21/2007	1540	Storm/Wind	50	N/A	$0
Early Bird	8/12/2007	1915	Storm/Wind	50	N/A	$0
York	8/14/2007	1925	Storm/Wind	50	N/A	$0
Montague	9/20/2007	1515	Storm/Wind	50	N/A	$0
Eureka	9/20/2007	1750	Storm/Wind	50	N/A	$0
Montague	9/20/2007	2000	Storm/Wind	50	N/A	$0
Summerfield	9/20/2007	2111	Storm/Wind	50	N/A	$0
South Ocala	9/20/2007	2230	Storm/Wind	50	N/A	$0
Lynne	9/21/2007	0	Storm/Wind	50	N/A	$0
Electra	9/21/2007	8	Storm/Wind	50	N/A	$0
Montague	12/16/2007	445	Storm/Wind	50	N/A	$0
Luddersville	2/26/2008	1625	Storm/Wind	60	N/A	$0
Ocala	2/26/2008	1655	Storm/Wind	52	N/A	$0
Belleview	2/26/2008	1715	Storm/Wind	52	N/A	$0
Monroes Corner	4/5/2008	1300	Storm/Wind	50	N/A	$0
Belleview	4/5/2008	1300	Storm/Wind	50	N/A	$0
Santos	4/5/2008	1530	Storm/Wind	50	N/A	$0
Lynne	6/10/2008	1230	Storm/Wind	50	N/A	$0
Marion Oaks	6/12/2008	1242	Storm/Wind	50	N/A	$0

Salt Springs	6/25/2008	315	Storm/Wind	50	N/A	$0
Candler	6/28/2008	1415	Storm/Wind	50	N/A	$0
Starkes Ferry	7/6/2008	1750	Storm/Wind	52	N/A	$0
Salt Springs	8/28/2008	1900	Storm/Wind	50	N/A	$0
Citra	12/11/2008	925	Storm/Wind	50	N/A	$0
Kendrick	3/29/2009	220	Storm/Wind	50	N/A	$0
Martin	4/14/2009	832	Storm/Wind	50	N/A	$0
Citra	6/13/2009	1530	Storm/Wind	50	N/A	$0
Citra	6/18/2009	1230	Storm/Wind	50	N/A	$0
West End	6/18/2009	1242	Storm/Wind	50	N/A	$0
Ocala	6/18/2009	1315	Storm/Wind	50	N/A	$0
Stanton	11/22/2009	1430	Storm/Wind	50	N/A	$0
Montague	1/21/2010	1925	Storm/Wind	50	N/A	$0
Marion Oaks	1/25/2010	440	Storm/Wind	50	N/A	$0
Blichton	2/22/2010	1600	Storm/Wind	50	N/A	$0
Marion Oaks	3/11/2010	1230	Storm/Wind	50	N/A	$0
Flemington	4/25/2010	1255	Storm/Wind	50	N/A	$0
Martel	4/25/2010	1330	Storm/Wind	50	N/A	$0
Orange Springs	5/24/2010	1520	Storm/Wind	52	N/A	$0
Eureka	5/24/2010	1523	Storm/Wind	50	N/A	$0
Boardman	5/30/2010	1625	Storm/Wind	50	N/A	$3,100
Sparr	6/15/2010	1540	Storm/Wind	50	N/A	$0
Orange Springs	6/16/2010	1430	Storm/Wind	50	N/A	$0
Silver Springs	6/16/2010	1520	Storm/Wind	50	N/A	$0
Silver Springs Airpark	7/15/2010	1400	Storm/Wind	50	N/A	$0
Marion Oaks	1/25/2011	1645	Storm/Wind	50	N/A	$0
Summerfield	1/25/2011	1650	Storm/Wind	50	N/A	$0
Belleview	1/25/2011	1700	Storm/Wind	50	N/A	$10,000
Marion Oaks	2/7/2011	1330	Storm/Wind	50	N/A	$0
Orange Blossom Hills	3/30/2011	1505	Storm/Wind	50	N/A	$0
Millwood	5/14/2011	1215	Storm/Wind	50	N/A	$0
Blitchton	5/23/2011	1710	Storm/Wind	50	N/A	$0
Orange Springs	6/6/2011	1450	Storm/Wind	50	N/A	$0
Fairfield	6/6/2011	1522	Storm/Wind	50	N/A	$0
Belleview	6/6/2011	1552	Storm/Wind	50	N/A	$0
Belleview	6/6/2011	1552	Storm/Wind	50	N/A	$0
Belleview	6/6/2011	1552	Storm/Wind	50	N/A	$0

Danks Corner	6/6/2011	1601	Storm/Wind	50	N/A	$0
Dallas	6/6/2011	1603	Storm/Wind	50	N/A	$0
Belleview	6/15/2011	1820	Storm/Wind	50	N/A	$0
Kendrick	6/15/2011	1850	Storm/Wind	50	N/A	$0
Lake Weir	6/15/2011	1900	Storm/Wind	50	N/A	$0
Ft. McCoy	6/15/2011	1920	Storm/Wind	50	N/A	$0
Montague	6/15/2011	1935	Storm/Wind	50	N/A	$0
Boardman	6/15/2011	2035	Storm/Wind	50	N/A	$0
Orange Springs	6/22/2011	242	Storm/Wind	50	N/A	$0
Irvine	6/22/2011	1620	Storm/Wind	50	N/A	$0
Anthony	6/24/2011	1515	Storm/Wind	50	N/A	$0
Anthony	8/12/2011	1605	Storm/Wind	50	N/A	$0
Citra	8/12/2011	1720	Storm/Wind	50	N/A	$0
Luddersville	8/12/2011	1835	Storm/Wind	50	N/A	$0
Romeo	8/12/2011	1835	Storm/Wind	50	N/A	$0
Ocala West	8/13/2011	1500	Storm/Wind	50	N/A	$0
Ocala West	8/13/2011	1512	Storm/Wind	50	N/A	$0
Weirsdale	8/13/2011	1525	Storm/Wind	50	N/A	$0
Orange Springs	8/13/2011	1540	Storm/Wind	50	N/A	$0
Ocala	10/10/2011	320	Storm/Wind	45	N/A	$10,000
Flemington	10/10/2011	330	Storm/Wind	45	N/A	$20,000
Orange Springs	5/8/2012	1805	Storm/Wind	50	N/A	$0
Summerfield	5/28/2012	1635	Storm/Wind	50	N/A	$0
Bruceville	5/30/2012	1525	Storm/Wind	50	N/A	$0
Bruceville	5/30/2012	1529	Storm/Wind	50	N/A	$0
Bruceville	5/30/2012	1529	Storm/Wind	50	N/A	$0
West End	6/10/2012	1555	Storm/Wind	50	N/A	$0
Belleview	6/24/2012	1920	Storm/Wind	50	N/A	$0
Emathla	6/24/2012	2200	Storm/Wind	45	N/A	$6,000
Anthony	7/2/2012	1745	Storm/Wind	50	N/A	$0
Ocala	7/3/2012	1530	Storm/Wind	50	N/A	$0
Dallas	8/16/2012	1250	Storm/Wind	50	N/A	$0
Summerfield	8/23/2012	1145	Storm/Wind	50	N/A	$0
Ocala West	4/29/2013	1730	Storm/Wind	52	N/A	$0
Kendrick	4/29/2013	1753	Storm/Wind	50	N/A	$0
Ocala West	5/20/2013	1500	Storm/Wind	50	N/A	$0
Ocala West	5/20/2013	1505	Storm/Wind	50	N/A	$0

Citra	5/20/2013	1550	Storm/Wind	50	N/A	$0
West End	6/26/2013	1710	Storm/Wind	50	N/A	$0
Monroes Corner	7/4/2013	1455	Storm/Wind	45	N/A	$3,000
Ocala	7/4/2013	1505	Storm/Wind	45	N/A	$2,000
Kerr City	8/17/2013	1640	Storm/Wind	50	N/A	$0
South Ocala	8/17/2013	1915	Storm/Wind	50	N/A	$0
Chatmar	9/15/2013	1445	Storm/Wind	50	N/A	$0
Romeo	9/15/2013	1530	Storm/Wind	50	N/A	$0
Shady	9/24/2013	1615	Storm/Wind	50	N/A	$0
Monroes Corner	10/7/2013	1629	Storm/Wind	45	N/A	$5,000
Anthony	12/14/2013	1725	Storm/Wind	87	N/A	$3,000
Candler	4/30/2014	1405	Storm/Wind	50	N/A	$0
Lindale	4/30/2014	1445	Storm/Wind	50	N/A	$0
West End	6/7/2014	1805	Storm/Wind	45	N/A	$120,000
Salt Springs	6/8/2014	1550	Storm/Wind	50	N/A	$0
Electra	6/8/2014	1610	Storm/Wind	50	N/A	$0
Summerfield	6/9/2014	1555	Storm/Wind	50	N/A	$0
Moss Bluff	6/10/2014	1630	Storm/Wind	50	N/A	$0
Ft. McCoy	6/20/2014	1900	Storm/Wind	50	N/A	$0
Silver Springs	6/20/2014	1910	Storm/Wind	45	N/A	$2,000
Ocala West	6/20/2014	2000	Storm/Wind	50	N/A	$0
Anthony	7/15/2014	1444	Storm/Wind	50	N/A	$0
Starkes Ferry	7/15/2014	1538	Storm/Wind	50	N/A	$0
Stanton	7/15/2014	1538	Storm/Wind	50	N/A	$0
Summerfield	7/15/2014	1544	Storm/Wind	50	N/A	$0
Marion Oaks	8/23/2014	1805	Storm/Wind	50	N/A	$0
Ft. McCoy	9/18/2014	1906	Storm/Wind	50	N/A	$0
Silver Springs Airpark	6/1/2015	1410	Storm/Wind	45	N/A	$6,000
Lynne	6/12/2015	1600	Storm/Wind	50	N/A	$500
Chatmar	6/16/2015	1550	Storm/Wind	50	N/A	$0
Ocala ARPT	6/18/2015	1445	Storm/Wind	50	N/A	$0
South Ocala	6/18/2015	1456	Storm/Wind	50	N/A	$0
Luddersville	6/18/2015	1528	Storm/Wind	50	N/A	$0
Marion Oaks	6/18/2015	1600	Storm/Wind	50	N/A	$0
Danks Corner	6/18/2015	1609	Storm/Wind	50	N/A	$0
Dallas	6/18/2015	1638	Storm/Wind	45	N/A	$500
Belleview	6/18/2015	1705	Storm/Wind	56	N/A	$0

Belleview	6/21/2015	1705	Storm/Wind	50	N/A	$0
Belleview	6/21/2015	1715	Storm/Wind	50	N/A	$0
Kendrick	6/21/2015	1755	Storm/Wind	45	N/A	$20,000
Ocala ARPT	6/23/2015	1445	Storm/Wind	50	N/A	$0
Belleview	6/23/2015	1500	Storm/Wind	56	N/A	$0
Chatmar	6/23/2015	1500	Storm/Wind	50	N/A	$0
Chatmar	6/23/2015	1530	Storm/Wind	50	N/A	$0
Silver Springs	7/4/2015	1524	Storm/Wind	50	N/A	$0
Silver Springs Airpark	7/4/2015	1535	Storm/Wind	50	N/A	$0
Dunnellon	7/13/2015	1312	Storm/Wind	50	N/A	$0
Dunnellon	7/13/2015	1320	Storm/Wind	50	N/A	$0
Ft. McCoy	8/13/2015	1325	Storm/Wind	50	N/A	$0
Lynne	8/20/2015	1612	Storm/Wind	45	N/A	$500
Fellowship	2/24/2016	850	Storm/Wind	50	N/A	$0
Emathla	5/17/2016	1445	Storm/Wind	45	N/A	$500
Montague	5/17/2016	1445	Storm/Wind	50	N/A	$0
Citra	5/20/2016	1100	Storm/Wind	50	N/A	$0
Ocala	5/20/2016	1100	Storm/Wind	50	N/A	$0
Summerfield	5/20/2016	1100	Storm/Wind	50	N/A	$0
Silver Springs Airpark	5/20/2016	1103	Storm/Wind	50	N/A	$0
Ocala	7/14/2016	1645	Storm/Wind	45	N/A	$2,000
Santos	9/12/2016	1342	Storm/Wind	45	N/A	$1,000
Anthony	9/12/2016	1354	Storm/Wind	45	N/A	$1,000
Silver Springs Airpark	1/7/2017	230	Storm/Wind	50	N/A	$0
York	1/22/2017	1500	Storm/Wind	45	N/A	$3,000
Ocala	1/22/2017	1520	Storm/Wind	45	N/A	$50
Ocala West	1/22/2017	1530	Storm/Wind	45	N/A	$50
Cotton Plant	2/15/2017	1955	Storm/Wind	50	N/A	$0
Flemington	4/4/2017	800	Storm/Wind	50	N/A	$0
Ocala West	4/4/2017	1105	Storm/Wind	50	N/A	$0
Weirsdale	4/6/2017	545	Storm/Wind	40	N/A	$200
Lowell	6/14/2017	1624	Storm/Wind	50	N/A	$0
Ocklawaha	6/15/2017	1620	Storm/Wind	50	N/A	$0
Belleview	6/15/2017	1620	Storm/Wind	50	N/A	$0
Chatmar	7/6/2017	1445	Storm/Wind	50	N/A	$0
Marion Oaks	7/14/2017	1600	Storm/Wind	50	N/A	$0
Cotton Plant	7/14/2017	1635	Storm/Wind	50	N/A	$0

Citra	7/20/2017	1805	Storm/Wind	50	N/A	$0
Anthony	7/20/2017	1812	Storm/Wind	50	N/A	$0
Anthony	7/20/2017	1812	Storm/Wind	50	N/A	$0
Silver Springs Airpark	7/20/2017	1817	Storm/Wind	50	N/A	$0
Ocala West	7/20/2017	1817	Storm/Wind	50	N/A	$0
Millwood	7/20/2017	1820	Storm/Wind	50	N/A	$0
Ocala West	7/20/2017	1823	Storm/Wind	45	N/A	$1,000
Ocala West	7/20/2017	1823	Storm/Wind	50	N/A	$0
Ocala West	7/20/2017	1829	Storm/Wind	50	N/A	$0
Ocala West	7/20/2017	1829	Storm/Wind	50	N/A	$0
Silver Springs Airpark	7/20/2017	1830	Storm/Wind	50	N/A	$0
Ocala West	7/20/2017	1830	Storm/Wind	50	N/A	$0
Ocala West	7/20/2017	1830	Storm/Wind	50	N/A	$0
Ocala West	7/20/2017	1830	Storm/Wind	50	N/A	$0
West End	7/20/2017	1831	Storm/Wind	50	N/A	$0
Ocala	9/1/2017	1400	Storm/Wind	50	N/A	$0
Montague	9/1/2017	1405	Storm/Wind	50	N/A	$0
Ocala	4/15/2018	1315	Storm/Wind	50	N/A	$0
Silver Springs Airpark	4/15/2018	1317	Storm/Wind	50	N/A	$0
Silver Springs Airpark	4/15/2018	1320	Storm/Wind	50	N/A	$0
West End	5/15/2018	1432	Storm/Wind	39	N/A	$200
Flemington	6/3/2018	1715	Storm/Wind	50	N/A	$0
Ocala ARPT	6/17/2018	1716	Storm/Wind	50	N/A	$0
Cotton Plant	7/22/2018	1445	Storm/Wind	45	N/A	$2,000
Silver Springs Airpark	8/25/2018	1500	Storm/Wind	50	N/A	$0
Reddick	8/25/2018	1605	Storm/Wind	45	N/A	$500
Early Bird	8/25/2018	1620	Storm/Wind	50	N/A	$0
Early Bird	8/25/2018	1620	Storm/Wind	45	N/A	$500
Santos	8/25/2018	1825	Storm/Wind	45	N/A	$500
Silver Springs	8/25/2018	1855	Storm/Wind	45	N/A	$500
Ocala ARPT	4/6/2019	1535	Storm/Wind	50	N/A	$0
Chatmar	4/6/2019	1105	Storm/Wind	50	N/A	$0
Shady	4/6/2019	1145	Storm/Wind	50	N/A	$0
South Ocala	4/6/2019	1150	Storm/Wind	50	N/A	$0
Ocala	4/19/2019	1150	Storm/Wind	50	N/A	$0
Silver Springs Airpark	4/19/2019	1150	Storm/Wind	50	N/A	$0
Silver Springs	4/19/2019	1156	Storm/Wind	50	N/A	$0

Ocala	4/19/2019	1203	Storm/Wind	50	N/A	$0
Silver Springs Airpark	4/19/2019	1203	Storm/Wind	50	N/A	$0
Anthony	4/19/2019	1210	Storm/Wind	50	N/A	$0
Summerfield	4/19/2019	1215	Storm/Wind	50	N/A	$0
Linadale	6/9/2019	1430	Storm/Wind	50	N/A	$0
Belleview	6/16/2019	1445	Storm/Wind	45	N/A	$10
Ocala	6/19/2019	1346	Storm/Wind	45	N/A	$1,000
Dunnellon	7/5/2019	1405	Storm/Wind	40	N/A	$500
Belleview	7/21/2019	1558	Storm/Wind	50	N/A	$0
Dunnellon Muni ARPT	7/21/2019	1621	Storm/Wind	50	N/A	$0
Anthony	2/6/2020	2216	Storm/Wind	50	N/A	$0
Danks Corner	4/20/2020	836	Storm/Wind	55	N/A	$0
Pedro	4/20/2020	837	Storm/Wind	55	N/A	$0
Candler	4/20/2020	856	Storm/Wind	50	N/A	$0
Ocala West	4/30/2020	58	Storm/Wind	50	N/A	$0
Dallas	6/6/2020	1515	Storm/Wind	50	N/A	$0
Electra	6/18/2020	1848	Storm/Wind	50	N/A	$0
Silver Springs Airpark	6/19/2020	1600	Storm/Wind	56	N/A	$0
Ocala West	6/19/2020	1625	Storm/Wind	50	N/A	$0
Ocala West	6/19/2020	1631	Storm/Wind	50	N/A	$0
Anthony	6/19/2020	1633	Storm/Wind	50	N/A	$0
Montague	9/12/2020	1255	Storm/Wind	40	N/A	$5,000
Ocala ARPT	9/12/2020	1305	Storm/Wind	40	N/A	$500
Emathla	3/30/2021	1705	Storm/Wind	50	N/A	$0
Ocala ARPT	3/30/2021	1710	Storm/Wind	50	N/A	$0
Lake Kerr	6/16/2021	1440	Storm/Wind	50	N/A	$0
Belleview	10/28/2021	1205	Storm/Wind	50	N/A	$0
York	3/12/2022	815	Storm/Wind	63	N/A	$0
Anthony	4/2/2022	1205	Storm/Wind	40	N/A	$500
Sparr	4/17/2022	1510	Storm/Wind	52	N/A	$2,000
Anthony	6/26/2022	1518	Storm/Wind	45	N/A	$1000
Belleview	6/23/2022	1545	Storm/Wind	50	N/A	$0
Montague	06/23/2022	1545	Storm/Wind	50	N/A	$1,000
Emathla	6/24/2022	1415	Storm/Wind	50	N/A	$0
Ocala West	6/24/2022	1415	Storm/Wind	50	N/A	$20,000
West End	6/24/2022	1435	Storm/Wind	50	N/A	$20,000

Ocala ARPT	7/15/2022	1830	Storm/Wind	38	N/A	$2,000
Moss Bluff	7/20/2022	1345	Storm/Wind	50	N/A	$0
Sparr	8/5/2022	1422	Storm/Wind	50	N/A	$0
Reddick	8/5/2022	1445	Storm/Wind	40	N/A	$500
Santos	8/17/2022	1345	Storm/Wind	50	N/A	$0
Reddick	8/18/2022	1238	Storm/Wind	50	N/A	$0
Dunnellon	8/23/2022	1543	Storm/Wind	43	N/A	$15,000
Orange Blossom Hills	9/10/2022	1402	Storm/Wind	50	N/A	$0
Kerr City	3/13/2023	425	Storm/Wind	45	N/A	$0
Ocala ARPT	4/26/2023	1825	Storm/Wind	50	N/A	$0
Ocala ARPT	4/26/2023	1830	Storm/Wind	50	N/A	$0
Ocala West	4/26/2023	1830	Storm/Wind	50	N/A	$0
Ocala West	4/26/2023	1835	Storm/Wind	50	N/A	$0
Candler	6/10/2023	1530	Storm/Wind	40	N/A	$100
York	6/14/2023	2305	Storm/Wind	50	N/A	$0
Monroes Corner	6/14/2023	2325	Storm/Wind	50	N/A	$0
Fairfield	6/20/2023	640	Storm/Wind	50	N/A	$0
Ocala	6/20/2023	825	Storm/Wind	50	N/A	$0
Marion Oaks	7/19/2023	1600	Storm/Wind	40	N/A	$1,000
Danks Corner	7/31/2023	1206	Storm/Wind	50	N/A	$0
Cotton Plant	8/16/2023	1635	Storm/Wind	50	N/A	$0
Montague	10/12/2023	420	Storm/Wind	50	N/A	$0
Marion Oaks	1/9/2024	1610	Storm/Wind	50	N/A	$0
Summerfield	1/9/2024	1620	Storm/Wind	50	N/A	$0
Anthony	4/3/2024	1250	Storm/Wind	56	N/A	$0
Martin	4/3/2024	1255	Storm/Wind	65	N/A	$0
Marion Oaks	7/8/2024	1850	Storm/Wind	50	N/A	$0
Ocala ARPT	8/22/2024	1650	Storm/Wind	50	N/A	$0
West End	8/22/2024	1653	Storm/Wind	50	N/A	$0
West End	8/22/2024	1655	Storm/Wind	50	N/A	$0
Montague	8/22/2024	1705	Storm/Wind	50	N/A	$0
Montague	8/22/2024	1730	Storm/Wind	50	N/A	$0
Belleview	8/22/2024	1735	Storm/Wind	50	N/A	$0

Table VI-8 Hail Events 2000-2024				
Location	**Date**	**Time**	**Magnitude (KNOTS)**	**Property Damage**
Ocala	6/13/2000	1850	0.75	$0
Ocala	6/17/2000	1728	0.88	$0
Citra	6/24/2000	1627	0.75	$0
Silver Springs	3/13/2001	930	0.75	$0
Ocala	5/25/2001	1831	0.75	$0
Salt Springs	6/4/2001	1540	0.75	$0
Ft. McCoy	6/14/2001	1415	0.88	$0
Ft. McCoy	6/17/2001	1545	0.75	$0
Ocala	6/18/2001	1714	1	$0
Ocala	6/21/2001	1750	0.75	$0
Marion Oaks	6/27/2002	1545	0.88	$0
Ocala	7/24/2002	1540	1	$0
Ocala	3/27/2003	1317	0.88	$0
Ocala	3/27/2003	1334	0.75	$0
Dunnellon	5/18/2002	1407	1.5	$0
Lake Weir	7/25/2003	1520	1	$0
Flemington	4/8/2004	1010	0.75	$0
Ocala	5/2/2004	1648	1	$0
Ocala	6/4/2004	1245	0.75	$0
Ocala	6/25/3004	1555	1.75	$0
Ocala	6/27/2004	1710	1	$0
Ocala	7/4/2004	1442	0.75	$0
Silver Springs	7/4/2004	1445	0.88	$0
Ocala	7/4/2004	1455	0.88	$0
Ocala	4/7/2005	1450	0.75	$0
Lynne	5/24/2005	1615	0.88	$0
Lynne	2/3/2006	1705	1	$0
Lynne	2/3/2006	1711	1.75	$1,000
Ocala Arpt	5/28/2006	1539	1.75	$0
Ocala	5/28/2006	1550	0.75	$0
Ocala Arpt	7/28/2006	1549	0.88	$0
Ocala	7/28/2006	1630	0.88	$0
Ocala	8/4/2006	1604	0.88	$0
Chatmar	5/6/2007	1555	0.75	$0
Ocala Arpt	5/13/2007	1406	0.88	$0

Blichton	5/13/2007	1409	1	$0
Kendrick	5/13/2007	1420	1.75	$0
Kendrick	5/13/2007	1440	4.5	$0
Citra	5/13/2007	1510	0.75	$0
Ocala	6/7/2007	1700	0.75	$0
Summerfield	6/10/2007	1615	0.75	$0
Eureka	6/10/2007	1730	1	$0
Southside	6/13/2007	1515	1	$0
Moss Bluff	7/21/2007	1600	1	$0
Moss Bluff	7/21/2007	2100	1	$0
Salt Springs	8/25/2007	1530	0.75	$0
Belleview	9/20/2007	2127	0.75	$0
Belleview	3/7/2008	1412	0.88	$0
Dunnellon Muni ARPT	6/1/2008	1340	0.75	$0
Ocala	6/10/2008	1240	0.88	$0
Sparr	6/25/2008	1420	0.75	$0
Starkes Ferry	7/6/2008	1747	0.75	$1,000
Orange Springs	6/16/2009	1718	1	$0
Ocala	7/20/2009	1810	0.75	$0
Belleview	8/25/2009	1512	1	$0
Ocala West	3/11/2010	1017	0.75	$0
West End	3/11/2010	1020	0.75	$0
Belleview	4/25/2010	2120	1.75	$0
Marion Oaks	6/14/2010	1523	0.75	$0
Ocala	4/5/2011	702	1	$0
Flemington	4/20/2011	1550	0.75	$0
Anthony	4/20/2011	1608	1.75	$0
Ocala West	4/20/2011	1615	1.5	$0
Luddersville	6/6/2011	1450	1	$0
Chatmar	6/15/2011	1445	1	$0
Belleview	6/15/2011	1840	0.75	$0
Electra	5/22/2012	1700	0.75	$0
West End	6/10/2012	1555	1	$0
Fellowship	7/3/2012	1537	0.88	$0
Shady	7/16/2012	1710	1	$0
Summerfield	4/14/2013	1702	0.88	$0
Moss Bluff	4/14/2013	1730	1	$0
Ft. McCoy	5/20/2013	1430	0.75	$0

Shady	9/24/2013	1615	1	$0
Anthony	12/14/2013	1725	0.75	$0
York	5/14/2014	1405	1	$0
Luddersville	5/11/2015	1430	1	$0
Dunnellon	6/23/2015	1508	0.75	$0
Silver Springs	4/4/2017	1115	0.88	$0
Flemington	6/3/2018	1717	1	$0
Flemington	6/3/2018	1720	1	$0
York	4/6/2019	1530	0.88	$0
Ocala Arpt	4/6/2019	1537	1	$0
Ocala Arpt	4/6/2019	1540	0.88	$0
York	5/22/2020	1640	0.88	$0
Ocala	6/19/2020	1628	1	$0

C. Description of Vulnerabilities

Roads leading into the metropolitan area have been submerged at various points (such as SR 40 and CR 35 in east Marion County and SR 40 in the Ocala National Forest). This hinders evacuation and/or emergency response capabilities, especially evacuation from Volusia County and the coast. Hurricane force winds could occur throughout the County making mobile homes a general county-wide vulnerability.

The HAZUS-MH model calculates loss estimates for hurricanes that can be used to demonstrate the cost effectiveness of mitigation measures. In Marion County, most of the building exposure (approximately 70%) is in the residential category. A projection of direct economic loss by storm event for both property damage and building interruption is shown in Table VI-9. This data indicates that for a 100-year storm, total building related economic losses could exceed one billion dollars. Projected estimates of building damage, debris created, and shelter requirements are also provided in the HAZUS model and shown in Table VI-10 below.

The 100-year return period hurricane approximates a Category 2 storm on the Saffir-Simpson Hurricane Scale. Marion County has not experienced a storm greater than a Category 2 hurricane since historical storm data collection began in 1900.

Table VI-9 Building Exposure by Occupancy Type		
Occupancy	**Exposure ($1,000)**	**Percent of Total**
Residential	± 40,434,904	± 70.4%
Commercial	± 3,914,118	± 6.8%
Industrial	± 2,046,515	± 3.6%
Agricultural	± 7,249,470	± 12.6%
Religious	± 529,417	± 0.9%
Government	± 2,479,144	± 4.3%
Education	± 741,617	± 1.3%
Total	± 57,395,186	± 100.0%

Table VI-10 Building Related Economic Losses (thousands of dollars)					
Event Type	**10-Year**	**20-Year**	**50-Year**	**100-Year**	**500-Year**
Property Damage	± 20,632	± 127,357	± 441,271	± 980,367	± 4,945,494
Building Interruption Loss	± 162	± 5,664	± 37,559	± 115,665	± 985,005
Total	± 20,794	± 133,021	± 478,830	± 1,096,032	± 5,930,499
Source: Hazus-MH Hurricane Event Report, probabilistic hurricane event model report, March 23, 2021.					

Table VI-11 Potential Hurricane Impacts by Event Type					
	Event Type				
	10-Year	20-year	50-Year	100-Year	500-Year
Building Damage					
Buildings At Least Moderately Damaged	± 4	± 58	± 1,320	± 7,376	± 47,109
Buildings Completely Destroyed	± 0	± 0	± 39	± 298	± 4,848
Essential Facilities At Least Moderately Damaged	± 0	± 0	± 2	± 2	± 62
Debris					
Tons of Debris Generated	± 190,709	± 500,162	± 1,315,651	± 2,213,199	± 4,278,936
Shelter Requirements					
Households Displaced	± 0	± 2	± 224	± 901	± 8,125
People Displaced (PPH=2.6)	±0	±5	±584	±2,349	±21,182
Estimated Shelter Demand (15% of People Displaced)	±0	±1	±88	±352	±3,177
Equivalent Households for Shelter	±0	±0	±34	±135	±1,219

People and shelter estimates: Households displaced were converted to people displaced using a Marion County BEBR derived people-per-household (PPH) value of **2.607**. Estimated shelter demand assumes **15%** of displaced persons will seek public shelter. Equivalent households for shelter were calculated by dividing persons by the BEBR PPH. All person and shelter numbers are planning-level estimates and are shown as ± to indicate uncertainty.

D. Vulnerable Critical Facilities

A rough estimate of critical facility vulnerability can be found in the Hazus-MH Hurricane Event report. Critical or essential facilities include fire stations, hospitals, police stations, and schools. For a 100-year hurricane event of the 240 facilities classified as essential facilities by the model, an estimated one facility will have at least moderate damage. It is projected that 186 facilities will have an expected loss of use greater than one day. No facilities are projected to have complete damage, i.e. damage greater than 50% of total value.

E. Probability

Return periods have been calculated using several methodologies which can be used in risk analysis. However, the overriding assumption for hazard mitigation is that hurricanes do strike Florida each year and will affect Marion County at some point in the future. Return periods are shown below.

Table VI-12 - Hurricane Return Periods for the Withlacoochee Region

Area	TS	CAT 1	CAT 2	CAT 3	CAT 4	CAT 5
Withlacoochee Region	6.29	13.73	37.87	75.75	NDE	NDE
100 Mile Radius Affecting Region	1.42	3.43	6.04	8.39	37.87	NDE
Citrus	29.59	37.87	151	151	NDE	NDE
Hernando	15.11	50.5	NDE	151	NDE	NDE
Marion	10.79	37.87	151	NDE	NDE	NDE
Marion	12.59	25.19	75.75	NDE	NDE	NDE
Sumter	13.74	151	75.75	151	NDE	NDE

NDE: No Direct Effect

Note: This data represents the predicted interval between storms, not the number of years since the last storm of any specific category. "NDE" No Direct Effect, indicates a hurricane of this magnitude has not crossed the county or region.

F. History

Shown in Map VI-1 are the tracks of hurricanes in Marion County from 1843-2025 when map is updated This graphic illustrates that hurricane wind vulnerability is countywide. However, none of these hurricane tracks showed winds over 100 knots. Therefore, structural damage from hurricanes in Marion County is expected to be limited to mobile homes and other vulnerable structures.

This countywide history of hurricanes and tropical storms provides information on damages done by
Florida's greatest weather threat.

September 9-12, 1964, Hurricane Dora: Hurricane Dora crossed Florida from east to west before turning to southern Georgia. On September 13-16, Dora produced over 20 inches of rainfall and caused flooding throughout one-third of the state of Florida, extensively affecting the St. Mary's, Santa Fe and Steinhatchee River basins. An estimated $150 million in losses were reported, affecting residential, commercial and agricultural operations.

September 10-11, 1990, Hurricane Donna: Hurricane Donna crossed the central Florida Keys before curving northward along Florida's West Coast, passing over Naples and Fort Myers before continuing across the central peninsula. The storm produced 10 to 12 inches of rain and caused wind and coastal flooding damages estimated at $150 million.

October 7-8, 1996, Tropical Storm Josephine: Tropical Storm Josephine impacted Florida's West Coast with 70 mph winds before exiting through the northeast portion of the state. Sixteen counties experienced extensive damage, with losses estimated to be nearly $45 million.

August 13, 2004, Hurricane Charley: H u r r i c a n e Charley made landfall at Cayo Costa, a barrier island just west of Cape Coral, as a Category 4 storm at approximately 3:45 PM EDT on Friday, 13 August 2004. Winds were estimated at 145 mph, with a minimum central pressure of 941 millibars. A 7-foot storm surge was recorded in Fort Myers at 3:45 PM EDT, around the time of landfall. In the Naples area, the maximum storm tide (the combination of normal tide level plus storm surge) was about 10 to 11 feet above mean sea level. The worst storm tide was north of Naples from Vanderbilt Beach to the Lee County line. In this area, the maximum storm tide was about 10 to 13 feet above mean sea level. Charley took approximately nine hours to traverse the Florida peninsula. It was the strongest hurricane to make landfall in the state since Hurricane Andrew in 1992. Just under 36 hours prior to Charley's landfall, Tropical Storm Bonnie struck the Florida Panhandle near Apalachicola. Not since 1906 have two storms struck the state of Florida so close together since 1906.

September 5, 2004, Hurricane Frances: The large eye of Hurricane Frances made landfall near Sewall's Point, Florida (in the vicinity of Stuart, Jensen Beach, and Port Salerno), as a Category 2 storm at approximately 1 AM EDT on Sunday, 5 September 2004. Winds were estimated at 105 mph, with a minimum central pressure of 960 millibars. Frances then emerged into the Gulf of Mexico near Hudson shortly before midnight. Unlike Hurricane Charley, which will be remembered for wind damage, Frances will be remembered most for flooding, including freshwater (overland and river) and tidal (storm surge). Initial storm surge values include an estimate of 6 feet near Cocoa Beach to the north to near 8 feet around Vero Beach to the south.

September 16, 2004, Hurricane Ivan: Ivan moved across the east-central Gulf of Mexico, making landfall as a major hurricane with sustained winds of near 120 m.p.h. on the 16th just west of Gulf Shores, Alabama. Ivan weakened as it moved inland, producing over 100 tornadoes and heavy rains across much of the southeastern United States, before merging with a frontal system over the Delmarva Peninsula on the 18th. While this would normally be the end of the story, the extratropical remnant low of Ivan split off from the frontal system and drifted southward in the western Atlantic for several days, crossed southern Florida, and re-entered the Gulf of Mexico on the 21st. The low re-acquired tropical characteristics, becoming a tropical storm for the second time on the 22nd in the central Gulf. Ivan weakened before it made its final landfall in southwestern Louisiana as a tropical depression on the 24th.

September 25, 2004, Hurricane Jeanne: The eye of Hurricane Jeanne made landfall near the southern end of Hutchinson Island, just east of Stuart, Florida, as a Category 3 storm at approximately 11:50 PM EDT on Saturday, 25 September 2004. Winds were estimated at 120 mph, with a minimum central pressure of 947 millibars. Many of the intense rain bands and strong winds were felt within two hours prior to landfall. Tropical Storm Jeanne slowly progressed across Citrus, Levy, Gilchrist, and Lafayette Counties on Sunday, hugging the coast of the Florida Big Bend, and positioning itself just east of the capitol in western Madison County by 5 AM EDT Monday morning. Radar rainfall estimates from 25 September to 27 September of 5 to 8 inches covered a large swath of east central Florida. The highest values occurred across southern sections of Brevard and Osceola Counties, where 11 to 13 inches of rainfall was estimated.

August 24, 2008, Tropical Storm Fay: Fay was a long-lived tropical storm that made eight landfalls – including a record four landfalls in Florida – and produced torrential rainfall that caused extensive floods across the Dominican Republic, Haiti, Cuba, and Florida. Heavy rainfall was the most notable hazard caused by Tropical Storm Fay. There were numerous rainfalls reports of more than 20 inches reported across east-central Florida and amounts more than 10 inches were common elsewhere across the central and northern Florida, southwestern Georgia, and southeastern Alabama.

September 6, 2016, Hurricane Hermine: Hurricane Hermine was the first hurricane to make landfall in Florida since Hurricane Wilma in 2005, and the first to develop in the Gulf of Mexico since Hurricane Ingrid in 2013. The ninth tropical depression, eighth named storm, and fourth hurricane of the 2016 Atlantic hurricane season, Hermine developed in the Florida Straits on August 28 from a long tracked tropical wave. The precursor system dropped heavy rainfall in portions of the Caribbean, especially the Dominican Republic and Cuba. After being designated on August 29, Hermine shifted northeastwards due to a trough over Georgia and steadily intensified into an 80 mph Category 1 hurricane just before making landfall in the Florida Panhandle during September 2. After moving inland, Hermine quickly weakened and transitioned into an extratropical cyclone on September 3 near the Outer Banks of North Carolina. The remnant system meandered offshore the Northeastern United States before dissipating over southeastern Massachusetts on September 8.

September 5, 2016, Hurricane Irma: Hurricane Irma was an extremely powerful Cape Verde hurricane that caused widespread destruction across its path in September 2017. Irma was the first Category 5 hurricane to strike the Leeward Islands on record, followed by Maria two weeks later. At the time, it was considered as the most powerful hurricane on record in the open Atlantic region, outside of the Caribbean Sea and Gulf of Mexico until it was surpassed by Hurricane Dorian two years later. It was also the third strongest Atlantic hurricane at landfall ever recorded, just behind the 1935 Labor Day Hurricane and Hurricane Dorian.

Irma developed from a tropical wave near the Cape Verde Islands on August 30. Favorable conditions allowed Irma to rapidly intensify into a Category 3 hurricane on the Saffir–Simpson wind scale by late on August 31. The storm's intensity fluctuated between Categories 2 and 3 for the next several days, due to a series of eyewall replacement cycles. On September 4, Irma resumed intensifying, becoming

a Category 5 hurricane by early on the next day. Early on September 6, Irma peaked with 1-minute sustained winds of 180 mph and a minimum pressure of 914 hPa. Irma was the second-most intense tropical cyclone worldwide in 2017 in terms of barometric pressure, and the strongest worldwide in 2017 in terms of wind speed. Another eyewall replacement cycle caused Irma to weaken back to a Category 4 hurricane, but the storm re-attained Category 5 status before making landfall in Cuba. Although Irma briefly weakened to a Category 2 storm while making landfall in Cuba, the system re-intensified to Category 4 status as it crossed the warm waters of the Straits of Florida, before making landfall on Cudjoe Key September 10. Irma then weakened to Category 3 status, prior to another landfall in Florida on Marco Island later that day. The system degraded into a remnant low over Alabama and ultimately dissipated on September 13 over Missouri.

August 30, 2019, Hurricane Dorian: Hurricane Dorian was an extremely powerful and devastating Category 5 Atlantic hurricane, which became the most intense tropical cyclone on record to strike the Bahamas, and is also regarded as the worst natural disaster in the country's recorded history. It was also one of the most powerful hurricanes recorded in the Atlantic Ocean in terms of 1-minute sustained winds, with those winds peaking at 185 mph (295 km/h). In addition, Dorian surpassed Hurricane Irma of 2017 to become the most powerful Atlantic hurricane on record outside of the Caribbean Sea. Dorian was the fourth named storm, second hurricane, the first major hurricane, and the first Category 5 hurricane of the 2019 Atlantic hurricane season. Dorian struck the Abaco Islands on September 1 with maximum sustained winds of 185 mph (295 km/h), tying with the 1935 Labor Day hurricane for the highest wind speeds of an Atlantic hurricane ever recorded at landfall. Dorian went on to strike Grand Bahama at similar intensity, stalling just north of the territory with unrelenting winds for at least 24 hours. The resultant damage to these islands was catastrophic; most structures were flattened or swept to sea, and at least 70,000 people were left homeless. After it ravaged through the Bahamas, Dorian proceeded along the coasts of the Southeastern United States and Atlantic Canada, leaving behind considerable damage and economic losses in those regions.

Dorian developed from a tropical wave on August 24 over the Central Atlantic. The storm moved through the Lesser Antilles and became a hurricane north of the Greater Antilles on August 28. Dorian proceeded to undergo rapid intensification over the following days, before reaching its peak as a Category 5 hurricane with one-minute sustained winds of 185 mph (295 km/h) and a minimum central pressure of 910 millibars (26.87 inHg) by September 1. It made landfall in the Bahamas in Elbow Cay, just east of Abaco Island, and again on Grand Bahama several hours later, where it remained nearly stationary for the next day or so. After weakening considerably, Dorian began moving northwestward on September 3, parallel to the east coast of Florida. Dwindling in strength, the hurricane turned to the northeast the next day and made landfall on Cape Hatteras at Category 2 intensity on September 6. Dorian transitioned into an extratropical cyclone on September 7, before striking first Nova Scotia and then Newfoundland with hurricane-force winds on the next day. The storm finally dissipated near Greenland on September 10.

March 25, 2020, Covid-19: The COVID-19 pandemic, also known as the coronavirus pandemic, is an ongoing pandemic of coronavirus disease 2019 (COVID-19) caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). It was first identified in December 2019 in Wuhan, China. The World Health Organization declared the outbreak a Public Health Emergency of International Concern in January 2020 and a pandemic in March 2020. As of 29 January 2021, more than 101 million cases

have been confirmed, with more than 2.19 million deaths attributed to COVID-19. State of Florida confirmed cases numbered 1,687,594 with 26,035 deaths and Marion County numbered 24,012 confirmed cases with 574 deaths.

November 11, 2020, Hurricane Eta: Hurricane Eta was the record-tying twenty-eighth named storm, twelfth hurricane and fifth major hurricane of the extremely active 2020 Atlantic hurricane season, Eta originated from a vigorous tropical wave in the eastern Caribbean Sea on October 31. The system rapidly organized as it progressed west, with the cyclone ultimately becoming a Category 4 hurricane on November 3. With a peak intensity of 150 mph (240 km/h) and 923 mbar (hPa; 27.26 inHg), it was the third most intense November Atlantic hurricane on record, behind the 1932 Cuba hurricane and Hurricane Iota which formed just two weeks later. Some weakening took place as the system made landfall near Puerto Cabezas, Nicaragua, late that same day. Eta rapidly weakened to a tropical depression as it meandered across Central America for two days, before moving north over water. The storm later reorganized over the Caribbean as it accelerated toward Cuba on November 7, making a second landfall on the next day. Over the next five days, the system moved erratically, making a third landfall in the Florida Keys, on November 9, before slowing down and making a counterclockwise loop in the southern Gulf of Mexico, just off the coast of Cuba, with the storm's intensity fluctuating along the way. After briefly regaining hurricane strength on November 11, the system weakened back to a tropical storm once more, before making a fourth landfall on Florida on the next day and proceeding to accelerate northeastward. Eta subsequently became extratropical on November 13, before dissipating off the coast of the Eastern United States on the next day.

Once the system began to reorganize in the Caribbean, tropical storm watches were issued on November 5, in the Cayman Islands. More watches were issued in parts of Cuba, the northwestern Bahamas, and South Florida. Eta brought heavy rainfall and gusty winds to the Cayman Islands and Cuba, the latter of which was already dealing with overflowing rivers that prompted evacuations. Heavy rainfall and tropical-storm force winds were recorded across all the Florida Keys, South Florida and the southern half of Central Florida, bringing widespread flooding. Eta's second approach and landfall brought storm surge and gusty winds to the west coast of Central Florida and supplemental rainfall to northern Florida. One person was killed in Florida after being electrocuted in floodwaters from Eta.

August 4, 2024, Hurricane Debby: Hurricane Debby originated off the coast of Africa as a tropical wave between July 25 and July 26. Debby evolved into a tropical depression near Cuba on August 3rd. When the storm emerged in the Gulf of Mexico it rapidly intensified due to a weak wind shear and higher than average gulf temperatures. On August 5 Debby became a hurricane 90 miles Northwest of Tampa, although it encountered some shear from a deep layer trough over the eastern United States weaking Debby slightly, it made landfall west of Steinhatchee. After landfall, Debby quickly dissipated into a tropical storm as it moved across that panhandle and into Georgia. Debby produced peak storm surge levels of 4-5 feet and produced as much as 5-10 inches of rain over a large portion of Florida, with isolated areas in northern Florida receiving 12 inches of rain. Twenty-six tornadoes were spawned because of Debby occurring between August 4 and August 8. Eighteen fatalities can be contributed to Debby, 17 of those within the United States and one in Canada.

September 26, 2024, Hurricane Helene: Hurricane Helene was the strongest hurricane on record to directly hit Florida's big bend region, it also caused historic rainfall and flooding throughout Appalachian states. Helene originated from a tropical wave off the Caribbean Sea. The storm started

to become more organized on September 22, increasing the chances for tropical development, and by September 24 the storm became Tropical Storm Helene. The next day, Helene entered the Gulf of Mexico where it underwent rapid intensification due to higher-than-average gulf temperatures and became a hurricane at 11 am September 25. A high-pressure ridge over the Southeastern United States put Helene on a northward track. At this stage, Helene was expected to become a very large storm, in fact at one point Helene made history becoming one of the largest 10% of recorded storms. Interacting with favorable winds and ocean temperatures, Helene was able to strengthen to a category 4 hurricane, with maximum sustained winds of 140 mph. Helen made landfall around 11:10 pm September 26th, ten miles west-southwest of Perry, Florida. A central pressure based on the National Weather Service radar doppler was estimated to be somewhere near 938 millibars. Some Big Bend communities experienced historical surge levels as Hurricane Helene produced surges greater than 15 feet. Seventy percent of properties in this area were estimated by local emergency management to have been destroyed. Due to the speed with which Helene was traveling, catastrophic flooding was limited in areas across the Gulf Coast. However, Appalachia did experience catastrophic flooding as the storm moved across the United States, bringing with it 10-18 inches, and in some areas as much as 30 inches of rainfall. Helene was the deadliest hurricane to strike the mainland United States since Hurricane Katrina in 2005, resulting in at least 219 fatalities. Helene is estimated to have caused over $78.7 billion in damage. At the time of writing, a full report has not yet been completed by NOAA for a more comprehensive look at damage, costs, and fatalities.

October 9, 2024, Hurricane Milton: Hurricane Milton became a tropical depression in the Southwestern Gulf of Mexico on 10/05/2024 and was forecasted to become a strong storm with possibly life-threatening storm surges. Later that night Milton became a tropical storm with maximum sustained winds of 40 mph. The next day, hurricane hunters found Milton to be rapidly intensifying as it reached hurricane status, reaching winds of 85 mph. On October 7, Milton strengthened into a major hurricane and within a couple of hours became a strong category five hurricane with max wind speeds of 185 miles an hour reaching near record low pressure in the eye of the storm. Luckily for the East coast of Florida, Milton encountered increasing wind shear before making landfall near Siesta Key on October 9 as a category three storm. Due to Milton's large size, the wind effects were felt for large portions of Florida. Milton spawned at least 19 tornados and caused damage throughout the state from downed trees and powerlines. The northern side of the storm experienced heavy rains and localized flooding as rivers began to spill over their banks.

Floods

A. Description of Hazard

FEMA defines a flood as a general and temporary condition of partial or complete inundation of normally dry land areas from:

1) The overflow of inland or tidal waters.
2) The unusual and rapid accumulation or runoff of surface waters from any source.
3) Mudslides (i.e., mudflows) which are proximately caused by flooding and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

A flood inundates a floodplain. Most floods fall into three major categories: riverine flooding, coastal flooding, and shallow flooding. Alluvial fan flooding is another type of flooding more common in the mountainous western states.

Florida historically and annually is affected by a large number of tropical weather systems. While storm surge has the greatest potential for loss of life, recent research indicates that inland flooding was responsible for the largest number of fatalities over the last 30 years. Studies show that 59 percent of the tropical cyclone deaths in the United States resulted from severe inland flooding.

Many parts of Florida are poorly drained, and, in fact, drainage improvements are often discouraged under the current regulatory structures. Florida's Water Management Districts have adopted policies to encourage percolation of rainfall into the ground wherever possible. Placing fill into low lying areas is also discouraged through regulatory means. These policies make flooding conditions and situations difficult to mitigate through drainage improvements or engineering solutions. Avoidance of low-lying areas is the most effective mitigation against flood damage.

B. Location and Extent

As a weather event, the location and/or extent of cumulative rainfall amounts can occur anywhere within the Central Florida area. Historical floods from other Florida locations are described below since Marion County is no less vulnerable than those other areas. Every jurisdiction in Marion County experiences a comparable amount of rainfall per year. The table below displays data collected from weather services around the County and includes annual average rainfall for each jurisdiction. Rainfall amounts that exceed these annual averages in excess of 2-3 inches are associated with higher risk of flooding, especially in vulnerable areas.

Table VI-13 Average Annual Rainfall

Jurisdiction	Rainfall (Inches)
Ocala	51.9
Marion County	51.3
Dunnellon	53.4
McIntosh	50.7
Belleview	52.3
Reddick	50.8

Dam failure can also cause flood damage. The only dam with a potential threat to Marion County is the Moss Bluff Dam on the upper Ocklawaha River. However, failure at the Moss Bluff Dam would be expected to cause minimal property damage due to the large amount of publicly owned preservation land throughout the large marsh complexes of the upper Ocklawaha River.

C. Description of Vulnerabilities

For Florida flooding is a continuous problem. While flooding results from either storm surge associated with hurricanes, riverbank overflow or ponding, it is the latter two that represent a hazard to Marion County. Any structure type that is located within a flood zone and is not elevated or is not protected by levees, beams, or floodwalls is vulnerable to flood damage.

Heavy rains and the subsequent inability of a river to accommodate the added runoff almost always cause flooding resulting from riverbank overflow. There are several areas within Marion County that would be similarly affected, including the Ocklawaha and Withlacoochee Rivers. This problem is compounded when heavy rains fall simultaneously in counties surrounding Marion County, thus adding to the volume of runoff received by local rivers. Ponding occurs in low areas that are either poorly drained or supersaturated soils (high water table). This type of chronic flooding is prevalent in all areas of the County where the drainage basins are located.

A watershed management program (WMP) has been implemented county-wide and provides a holistic view of both water quality and quantity problems. There are 22 watersheds on the Southwest Florida Water Management District (SWFWMD) side of the county and 10 planning units on the (St. Johns Water Management District (SJRWMD) side of the county. Refer to Map VI-8.

The WMP provides mapping of the stormwater management system which identifies where stormwater runoff flows, what type of land uses the runoff flows over, and where the runoff discharges whether to surface water or groundwater. Key documents generated from the WMP are the Floodplain Level of Service (LOS) Report, the Surface Water Resource Assessment (SWRA) Report and the Capital Projects Report. The Floodplain LOS Report identifies flood prone areas throughout the county and assigns a LOS based on the storm event at which a road floods. The SWRA Report provides water quality and quantity trends within the watershed and identifies areas of concern based on discharge locations, pollutant load, etc. The Capital Projects Report identifies corrective actions to mitigate locations of concern found in the SWRA.

In 2017, FEMA updated the Flood Insurance Rate Maps (FIRM) to reflect new data. As a result, there are additional properties now included in flood zones in the County. Map VI-2 shows the location of the FIRM Flood Zones for Marion County. Flood prone areas in the County are shown on Map VI-3.

D. Vulnerable Critical Facilities

Vulnerable Critical Facilities located within the FEMA 100-year floodplain are listed above in the discussion of hurricane vulnerabilities.

E. Probability

Like other weather events included in this section, the rainfall amounts that cause flood conditions are considered a part of the Central Florida climate. Often heavy rainfall is isolated in a small area of a few square miles with severe results that require shelter activation. The probability of severe rainfall events to be a hazard situation is high, as these conditions are met at least once per year, especially in vulnerable areas.

F. History

A history of known flood events is presented in Table VI-14, below.

Table VI-14 Historical Flood Events in Marion County 1994-2024

Location or County	Date	Type	Deaths	Injuries	Property Damage
Ocklawaha	6/16/1994	Flash Flood	0	1	$5,000
Peninsular	9/15/1994	Flooding	0	0	$500,000
McIntosh	6/26/1995	Urban Flood	0	0	$2,000
Marion	10/11/1995	Flood	0	0	$55,000
Marion	10/14/1995	Flood	0	0	$10,000
Ocala	6/26/1997	Flood	0	0	$2,000
Ocala	1/8/1998	Flood	0	0	$20,000
Countywide	2/17/1998	Flood	0	0	$0
Countywide	3/1/1998	Flood	0	0	$25,500,000
Countywide	3/18/1998	Flood	0	0	$30,000
Ocala	3/19/1998	Flood	0	0	$8,000
Ocala	8/18/1998	Flood	0	0	$3,000
Ocala	6/11/1999	Flood	0	0	$3,000
Belleview	9/27/1999	Flood	0	0	$600,000
Countywide	9/27/1999	Flood	0	0	$15,000
West Portion	9/6/2000	Flood	0	0	$5,000
Ocala	6/26/2001	Flood	0	0	$0
Ocala	6/22/2002	Flash Flood	0	0	$0
Dunnellon	10/12/2002	Urban Flood	0	0	$0
Ocala	6/13/2004	Flash Flood	0	0	$0
Silver Springs	6/13/2004	Flash Flood	0	0	$0

Ocala	6/19/2006	Flood	0	0	$0
Ocala	3/11/2010	Flood	0	0	$1,000
Chatmar	5/28/2012	Flood	0	0	$10,000
Belleview	6/24/2012	Flood	0	0	$300,000
Montague	8/23/2013	Flood	0	0	$100
Burbank	7/20/2017	Flood	0	0	$0
Martel	7/21/2018	Flood	0	0	$500
Cotton Plant	8/25/2018	Flood	0	0	$0
Dunnellon	12/14/2018	Flood	0	0	$0
Kendrick	12/14/2018	Flood	0	0	$0
Ocala	12/14/2018	Flood	0	0	$0
Ocala West	7/5/2019	Flood	0	0	$0
Moss Bluff	8/14/2021	Flood	0	0	$0
Ocala	6/20/2023	Flash Flood	0	0	$0
Ocala ARPT	10/12/2023	Flood	0	0	$0
Martin	7/17/2024	Flood	0	0	$0
Ocala	8/22/2024	Flood	0	0	$0
Kendrick	8/24/2024	Flood	0	0	$0
	Totals		0	1	$27,069,600

Wildfire

A. Description of Hazard

A wildfire is an uncontrolled fire that spreads through vegetative fuels. Vegetative fuels include those that are characteristic of wildlands, such as trees, grasses, understory growth, and ground litter; and those that are purchased at nurseries for home or community landscaping purposes, including trees, mulch, grasses, and ornamental plants. In addition to the presence of fuel, the occurrence and severity of wildfires are governed by weather, such as high temperatures, low humidity, high winds, and drought conditions; and topography (for example, canyons and gulches act as chimneys, intensifying fires in certain areas). Different combinations of these factors contribute to the potential severity of wildfires.

In the wildland/urban interface, buildings and other human development intermingle with vegetative fuels, exposing the development to potential fire damage when wildfires occur. Other factors that affect the vulnerability of development to wildfire are location, weather conditions during the wildfire, and the fire-suppression capabilities of local response agencies.

Wildfires can be a natural or a man-made hazard. Wildfires have burned across the woodlands of Florida for centuries and are part of the natural management of much of Florida's ecosystems. Wildfires caused by lightning are common in Central Florida, especially in association with weather patterns that create intense thunderstorms.

Forest fires from lightning only account for a small percentage of Florida's wildfires. People are still the leading cause of wildfires in Florida. Human activities causing wildfires include escaped nonauthorized pile burns, escaped non-authorized and authorized yard trash burns, and ignition by misuse of agricultural equipment. Potentially, any human activity that employs combustion can start wildfire.

B. Location and Extent

Table VI-15 Marion County Wildfire Data

Year	Number of fires	Acres burned	Most common fire-cause	Second most common fire-cause	Third most common fire cause
Last ten years	425	4,522	Lightning	Non-authorized debris burn- Yard Trash	Non-authorized debris burn-piles
2019	29	144	Non-authorized debris burn- piles	Non-authorized debris burn- Yard Trash	Lightning
2020	45	596	Non-authorized debris burn- piles	Non-authorized debris burn- Yard Trash	Lightning
2021	40	228	Non-authorized debris burn- piles	Non-authorized debris burn- Yard Trash	Lightning
2022	57	256	Non-authorized debris burn- piles	Non-authorized debris burn- Yard Trash	Lightning

Source: Florida Department of Forestry

C. Description of Vulnerabilities

Dry weather and drought conditions are major contributing factors in the size and severity of a wildfire. Fuel load is a factor in fire intensity and speaks to the need for well managed forest lands. As stated previously, Marion County has a large rural population. Those people and facilities located in rural, wooded areas are particularly vulnerable to wildfire. Subdivisions should be designed using Fire Wise principles and homeowners need to create at least 30 feet of cleared area around the house for defensible space. This house-by-house mitigation strategy will be the most effective means to reduce the level of wildfire vulnerability in Marion County due to the large size of the County and the rural distribution of the unincorporated population.

D. Vulnerable Critical Facilities

While the Ocala National Forest comprises less of the Marion County Forest areas, it is considered the area of greatest vulnerability in Marion County. The boundaries of the western edge of the Forest are not defined by a clear line of ownership but are scattered with out-parcels of residential use. There are several clusters of significant populations located within the Forest boundaries. These populations and the critical facilities located in or near the Ocala National Forest are vulnerable to wildfires. Appropriate mitigation can come in the form of enhanced warning systems and the establishment of defensible spaces around all structures.

E. Probability

Florida's typical fire season is from January through May. The potential for wildfires increases dramatically during relatively dry months. These dry months, combined with low humidity and high winds, result in the highest number of reported fires. The largest number of lightning-caused fires occurs in July, coinciding with the peak of the thunderstorm season. Central Florida is known for the greatest concentration of cloud-to-ground lightning strikes in the world.

The wildfire potential map labeled Map VI-4 was created by using the Florida Wildland Fire Risk Assessment web application. Each of the 90-meter analysis areas were assigned a risk level between 1-9 based on the ability of a fire to start and spread in a given terrain type as well as fire spreading potential during a dry climatic year.

F. History

The following table provides a summary of wildfire incidents in Marion County between July 7, 1998, and May 9, 2023, including their locations, dates, associated injuries, fatalities, and property damage. During this period, no fatalities were reported, one injury occurred, and total property damage was estimated at $100,000.

Table VI-16 Historical Wildfire Events, Marion County 1998-2024

Location	Date	Type	Deaths	Injuries	Property Damage
OCALA	7/10/1998	Wildfire	0	0	$0
COUNTYWIDE	3/9/1999	Wildfire	0	0	$0
ANTHONY	3/15/1999	Wildfire	0	0	$0
COUNTYWIDE	3/15/1999	Wildfire	0	0	$0
COUNTYWIDE	3/24/1999	Wildfire	0	1	$0
COUNTYWIDE	4/1/1999	Wildfire	0	0	$0
COUNTYWIDE	4/5/1999	Wildfire	0	0	$0

COUNTYWIDE	4/19/1999	Wildfire	0	0	$0
COUNTYWIDE	4/21/1999	Wildfire	0	0	$0
COUNTYWIDE	4/25/1999	Wildfire	0	0	$0
COUNTYWIDE	4/28/1999	Wildfire	0	0	$0
COUNTYWIDE	5/9/1999	Wildfire	0	0	$0
COUNTYWIDE	5/18/1999	Wildfire	0	0	$0
COUNTYWIDE	5/23/1999	Wildfire	0	0	$0
COUNTYWIDE	5/28/1999	Wildfire	0	0	$0
COUNTYWIDE	5/28/2000	Wildfire	0	0	$100,000
CITRA	4/22/2001	Wildfire	0	0	$0
COUNTYWIDE	5/6/2008	Wildfire	0	0	$0
COUNTYWIDE	3/10/2009	Wildfire	0	0	$0
COUNTYWIDE	10/16/2010	Wildfire	0	0	$0
COUNTYWIDE	2/25/2011	Wildfire	0	0	$0
COUNTYWIDE	4/4/2011	Wildfire	0	0	$0
COUNTYWIDE	4/16/2011	Wildfire	0	0	$0
COUNTYWIDE	5/1/2011	Wildfire	0	0	$0
COUNTYWIDE	5/5/2012	Wildfire	0	0	$0
COUNTYWIDE	5/26/2012	Wildfire	0	0	$0
COUNTYWIDE	3/2/2013	Wildfire	0	0	$0
COUNTYWIDE	3/31/2017	Wildfire	0	0	$0
COUNTYWIDE	4/1/2017	Wildfire	0	0	$0
COUNTYWIDE	5/22/2019	Wildfire	0	0	$0
COUNTYWIDE	5/3/2020	Wildfire	0	0	$0
COUNTYWIDE	5/21/2021	Wildfire	0	0	$0
COUNTYWIDE	5/9/2023	Wildfire	0	0	$0
		Total	**0**	**1**	**$100,000**

Sinkholes

A. Description of Hazard

A sinkhole is a natural depression or hole in the surface topography caused by the removal of soil or bedrock, often both, by water. Sinkholes may vary in size from less than a meter to several hundred meters both in diameter and depth and vary in form from soil-lined bowls to bedrock-edged chasms. They may be formed gradually or suddenly and are found worldwide.

Sinkholes are a common feature of Florida's landscape. They are only one of many kinds of karst landforms, which include caves, disappearing streams, springs, and underground drainage systems, all of which occur in Florida. Karst is a generic term which refers to the characteristic terrain produced by erosional processes associated with the chemical weathering and dissolution of limestone or dolomite, the two most common carbonate rocks in Florida. Limestone in Florida is porous, allowing the acidic water to percolate through their strata, dissolving some limestone and carrying it away in solution. Over eons of time, this persistent erosional process has created extensive underground voids and drainage systems in much of the carbonate rocks throughout the state. Collapse of overlying sediments into the underground cavities produces sinkholes.

"Catastrophic ground cover collapse" is defined as "geological activity that results in all of the following: 1). The abrupt collapse of the ground cover; 2). A depression in the ground cover clearly visible to the naked eye; 3). Structural damage to the building including the foundation; and 4). The insured structure being condemned and ordered to be vacated by the government agency authorized by law to issue such an order for that structure."

Sinkholes are one of Florida's predominant landform features. Development may be sudden and result in property damage or loss of life. Florida has more sinkholes than any other state in the nation. However, most sinkholes that are of a size or location to be considered a hazard, progress to their maximum size over 2 to 3 days giving ample time for evacuation of structures and appropriate levels of emergency response. Florida's average sinkhole size is 3 to 4 feet across, 4 to 5 feet deep.

B. Location and Extent

All jurisdictions in Marion County are susceptible to sinkhole events.

The eastern half of Marion County is sparsely populated and mainly consists of the Ocala National Forest. Geologically, the "Hawthorn Layer," which is an impermeable layer of clay over the aquifer, underlies this area and significantly reduces the likelihood of sinkholes. The Hawthorn layer also reduces the vulnerability of the aquifer as our drinking water supply.

The western half of Marion County is a high recharge area of permeable sands and an "unconfined aquifer" with an increased vulnerability to HAZMAT spills. The material covering the aquifer is 30 to 200 feet thick, consisting mainly of in-cohesive and permeable sand. Sinkholes develop gradually and are small, shallow and few. Sinkhole sizes in Marion County range from over 200' to less than 10' wide however, most sinkholes fall into the under 10' wide range. Most sinkholes in the County are in the most populous areas, increasing the risk from a large sinkhole forming in an urbanized area.

C. Description of Vulnerabilities

Marion County sinkhole potential is mainly focused in the urbanized area around Ocala. Areas in the Ocala National Forest show no vulnerability. Any type of structure is vulnerable to sinkholes. Vulnerability depends more on location and proximity of the structure to existing sinkhole formations than to the type of structure or building materials.

D. Vulnerable Critical Facilities

Vulnerable critical facilities are those facilities that are near or adjacent to existing sinkhole activity. There are no known vulnerable critical facilities currently.

E. Probability

Marion County averages approximately 12 sinkhole events annually. Probability for sinkhole formation in Marion County is generally low throughout the County except for a central area within the City of Ocala boundaries where chances for sinkhole formation are higher due to a greater concentration of karst geology and more permeable soil conditions than in other areas. Shown in Map VI-5 is an analysis of sinkhole vulnerability provided by MEMPHIS (Mapping for Emergency Management Parallel Hazard Information System). The methodology for determining risk potential relied mainly on proximity to existing sinkholes and other geologic features.

F. History

The Florida Geological Survey has recorded 412 sinkholes or subsidence incidents in Marion County. Refer to Appendix B.

Riverine Erosion

A. Description of Hazard

Riverine erosion is damage from water moving at a velocity fast enough to cut into the land and transport soil into the mainstream of the river or collapse the banks. Severe riverine erosion manifests as rapid, dramatic changes to the landscape, characterized by collapsing high banks, massive trees falling into the water, and significantly widened, muddy, or deepened channels. It often involves large-scale bank failure (mass wasting) and can destroy infrastructure like roads, bridges, and homes, particularly during high-flow flood events.

B. Location and Extent

The following rivers may be susceptible to riverine erosion.

- Unincorporated Marion County – Withlacoochee River, Rainbow River, Silver River, Ocklawaha River.
- City of Dunnellon – Rainbow River.

Riverine erosion requires swift moving water to create damage at a level to be considered a disaster. The small elevation drop of the Ocklawaha and the Withlacoochee River valleys do not allow for water to reach a velocity to create severe erosion. Riverine erosion is typically measured by the cubic meters of sediment erosion per year. Various models exist to predict the extent of riverine erosion including the factor of safety approach, bank erosion hazard index (BEHI) and near-bank stress (NBS).

C. Description of Vulnerabilities

Without the velocity to cause damage quickly, the potential erosion damage is by slow erosion over time. Vulnerable facilities are limited to structures that are in, or close to, the water at normal levels and flow rates, including bridges, dams, docks, and boat ramps. Certain residential structures that are built on pilings are also subject to erosion potential. Appropriate mitigation for erosion is periodic inspections of water related structures.

D. Vulnerable Critical Facilities

There are no critical facilities in the County that demonstrate an increased vulnerability to riverine erosion. Dunnellon City Hall is located on the Withlacoochee River but is well above flood stage.

E. Probability

Marion County has not experienced a riverine erosion event in recorded history. Probability is Low for erosion incidents on the Ocklawaha, Silver, and Rainbow Rivers in Marion County as they are all slow-moving rivers.

F. History

There is no known history of riverine erosion hazard events in Marion County.

Drought / Extreme Heat

A. Description of Hazard

Extreme Heat

A heat wave is a prolonged period of excessively hot weather, which may be accompanied by high humidity. A heat wave is measured relative to the usual weather in the area and relative to normal temperatures for the season. The term is applied both to routine weather variations and to extraordinary spells of heat which may occur only rarely. Worldwide, severe heat waves have caused catastrophic crop failures, thousands of deaths from hyperthermia, and widespread power outages due to increased use of air conditioning. A heat wave is considered extreme weather, and a danger because heat and sunlight may overheat the human body.

Heat kills by pushing the human body beyond its limits. In extreme heat and high humidity, evaporation is slowed, and the body must work extra hard to maintain a normal temperature. Most heat disorders occur because the victim has been overexposed to heat or has over-exercised for his or her age and physical condition. Older adults, young children, and those who are sick or overweight are more likely to succumb to extreme heat. Conditions that can induce heat-related illnesses include stagnant atmospheric conditions and poor air quality. Consequently, people living in urban areas may be at greater risk from the effects of a prolonged heat wave than those living in rural areas. Also, asphalt and concrete store heat longer and gradually release heat at night, which can produce higher nighttime temperatures known as the “urban heat island effect.”

Drought and heat waves are weather events and, like other weather-related hazards, are unpredictable. However, it is expected that droughts and heat waves are a normal part of the long-term weather pattern that is typical of Central Florida’s climate. These climatic conditions can be deadly to people and animals that are unable to escape the heat or hydrate their bodies properly. When temperatures reach 100+ degrees, special needs populations and households without air conditioning are vulnerable.

B. Location and Extent

All jurisdictions in Marion County are vulnerable to extreme heat and drought events.

C. History of Extreme Heat Occurrences

While summer days in Marion County can reach temperatures more than one-hundred degrees Fahrenheit, sustained periods of four or more consecutive days is not common. There are records of individual days and/or two-day events surpassing one-hundred degrees during the 2020-2024 time, but there were no recorded events of at least four or more days of sustained temperatures surpassing that threshold.

D. Description of Vulnerabilities to Extreme Heat Occurrences

Heat Index/Heat Disorders: Possible Heat Disorders for People in Higher Risk Groups.

- Heat Index of 130° OR Higher: heatstroke/sunstroke highly higher likely with continued exposure,
- Heat index of 105°- 130°: sunstroke, heat cramps or heat exhaustion likely, and heatstroke possible with prolonged exposure and/or physical activity.
- Heat index of 90°- 105°: sunstroke, heat cramps and heat exhaustion possible with prolonged exposure and/or physical activity.
- Heat index of 80° - 90°: fatigue possible with prolonged exposure and/or physical activity

Based on the latest research findings, the NWS has devised the "Heat Index" (HI), (sometimes referred to as the "apparent temperature"). The HI, given in degrees F, is an accurate measure of how hot it really feels when relative humidity (RH) is added to the actual air temperature.

Drought

A. Description of Hazard

Drought is a protracted period of deficient precipitation resulting in extensive damage to crops, resulting in loss of yield. Drought risk is based on a combination of the frequency, severity, and spatial extent of drought (the physical nature of drought) and the degree to which a population or activity is vulnerable to the effects of drought. The degree of a region's vulnerability depends on the environmental and social characteristics of the region and is measured by their ability to anticipate, cope with, resist, and recover from drought. Society's vulnerability to drought is determined by a wide range of factors, both physical and social, such as demographic trends and geographic characteristics. People and activities will be affected in different ways by different hazards. Understanding and reducing these vulnerabilities is essential in preparing for and dealing with drought.

B. Location and Extent

All jurisdictions in Marion County are vulnerable to extreme heat and drought events.

C. History

There have been no recorded drought events in Marion County in the past 10 years.

D. Description of Vulnerabilities

Crop loss is the greatest economic concern especially from those crops that are major exports. The vulnerability is greater in the various types of crops that are more susceptible to drought than others. Newly planted crops are extremely vulnerable to drought. Livestock must also be monitored and managed properly in cases of severe drought. Farmers in general are particularly affected by drought conditions as the water table falls, and deeper wells need to be drilled for irrigation purposes.

E. Vulnerable Critical Facilities

Of course, water supply is a great concern during a drought and utility managers must be prepared to protect it by instituting water restrictions when needed. During extended periods of extreme heat power supplies also may be depleted due to the widespread use of air conditioning systems. Appropriate mitigation for the potential loss of power is to maintain backup generators for critical facilities.

F. Probability

Map VI-6 shows the drought potential across the country. According to the data, Marion County is just outside the D0-D4 drought range indicating that while the County may not be prone to droughts, there is an increased probability for drought especially in the event of decreased rainfall.

The probability for extreme heat is low for Marion County. According to the National Weather Service, 3 deaths have been attributed to extreme heat in Florida between 2020 and 2023.

Despite the probability for a fatal extreme heat event being relatively low, Marion County does experience 90+ degree temperatures during the summer months thereby increasing the potential risk of less severe adverse but still serious effects from heat.

Table VI-18 Drought Severity Classification

Category	Description	Possible Impacts	Palmer Drought Index	CPC Soil Moisture Model (Percentiles)	USGS Weekly Streamflow (Percentiles)	Standardized Precipitation Index (SPI)	Objective Short- and Long-Term Drought Indicator Blends (Percentiles)
D0	Abnormally Dry	Going into drought: short-term dryness slowly planting, growth of crops or pastures. Coming out of drought: Some lingering water deficits; pastures or crops not fully recovered	-1.0 to -1.9	21-30	21-30	-0.5 to -0.7	21-30
D1	Moderate Drought	Some damage to crops, pastures, streams, reservoirs, or wells low, some water shortages developing or imminent; voluntary water-use restrictions	-2.0 to -2.9	11-20	11-20	-0.8 to - 1.2	11-20
D2	Severe Drought	Crop or pasture losses likely; water shortages common; water restrictions imposed	-3.0 to -3.9	6-10	6-10	-1.3 to -1.5	6-10

D3	Extreme Drought	Major crop/pasture losses; widespread water shortages or restrictions	-4.0 to -4.9	3-5	3-5	-1.6 to -1.0	3-5
D4	Exceptional Drought	Exceptional and widespread crop/pasture losses; shortages of water in reservoirs, streams, and wells creating water emergencies	-5.0 or less	0-2	0-2	-2.0 or less	0-2

Short-term drought indicator blends focus on 1–3-month precipitation. Long-term blends focus on 6-60 months. Additional indices used, mainly during the growing season, include the USDA/NASS Topsoil Moisture, Keetch-Byram Drought Index (KBDI), and NOAA/NESDIS satellite Vegetation Health Indices. Indices used primarily during the snow season and in the West include snow water content, river basin precipitation, and the Surface Water Supply Index (SWSI). Other indicators include groundwater levels, reservoir storage, and pasture/range conditions.

Tornado

A. Description of Tornado Hazards

According to the Glossary of Meteorology (AMS 2000), a tornado is "a violently rotating column of air, pendant from a cumuliform cloud or underneath a cumuliform cloud, and often (but not always) visible as a funnel cloud." A tornado is characterized by the isolated nature of extremely high winds of up to 500 mph. When compared with other states, Florida ranks 4th in the number of tornado events; 19th in tornado deaths; 11th in tornado injuries; and 18th in damages. These rankings are based upon data collected for all states and territories for tornado events between 1950-1995 (SPC, 2002). The northern portion of the state's Gulf Coast including Tampa and Tallahassee along with the Panhandle region have generally experienced more tornadoes than other areas of the state, primarily due to a higher frequency of thunderstorms making their way northeast through the Gulf of Mexico.

B. Location and Extent

Tornado extent is measured using the Enhanced Fujita Scale developed in 2007 and based on the original Fujita Scale. The Enhanced F-scale still is a set of wind estimates (not measurements) based on damage. The scale uses three-second gusts estimated at the point of damage based on a judgment of 8 levels of damage to the 28 indicators listed below.

Table VI-18 Enhanced F Scale Damage Indicators		
Number	**Damage Indicator**	**Abbreviation**
1	Small Barns, Farm Outbuildings	Sbo
2	One- Or Two-Family Residences	Fr12
3	Single-Wide Mobile Home (Mhsw)	Mhsw
4	Double-Wide Mobile Home	Mhdw
5	Apt, Condo, Townhouse (3 Stories Or Less)	Act
6	Motel	M
7	Masonry Apt. Or Motel	Mam
8	Small Retail Bldg. (Fast Food)	Srb
9	Small Professional (Doctor Office, Branch Bank)	Spb
10	Strip Mall	Sm
11	Large Shopping Mall	Lsm
12	Large, Isolated ("Big Box") Retail Bldg.	Lirb
13	Automobile Showroom	Asr
14	Automotive Service Building	Asb
15	School - 1-Story Elementary (Interior Or Exterior	Es
16	School - Jr. Or Sr. High School	Jhsh
17	Low-Rise (1-4 Story) Bldg.	Lrb
18	Mid-Rise (5-20 Story) Bldg.	Mrb
19	High-Rise (Over 20 Stories)	Hrb
20	Institutional Bldg. (Hospital, Govt. Or University)	Ib
21	Metal Building System	Mbs
22	Service Station Canopy	Ssc
23	Warehouse (Tilt-Up Walls or Heavy Timber)	Whb
24	Transmission Line Tower	Tlt
25	Free-Standing Tower	Fst
26	Free Standing Pole (Light, Flag, Luminary)	Fsp
27	Tree - Hardwood	Th
28	Tree - Softwood	Ts

Table VI-19 Enhanced Fujita Scale						
Fujita Scale			Derived Ef Scale		Operational Ef Scale	
F Number	Fastest 1/4-Mile (Mph)	3 Second Gust (Mph)	Ef Number	3 Second Gust (Mph) 2	Ef Number3	3 Second Gust (Mph) 4
0	40-72	45-78	0	65-85	0	65-85
1	73-112	79-117	1	86-109	1	86-110
2	113-157	118-161	2	110-137	2	111-135
3	158-207	162-209	3	138-167	3	136-165
4	208-260	210-261	4	168-199	4	166-200
5	261-318	262-317	5	200-234	5	Over 200

Due to the unpredictable pattern of tornadoes, and because the entire state has a relatively high reoccurrence frequency, the entire County is vulnerable to tornado-induced damage. The MEMPHIS (Mapping for Emergency Management Parallel Information System) shows a level of increased tornado vulnerability for the southeast corner of the County, mostly in the Ocala National Forest.

C. Description of Vulnerabilities

The damage potential for a tornado increases as a function of population density. As the number of structures and people increase, the potential damage/injury rate increases. Mobile homes, poorly constructed or substandard housing apartment complexes are especially susceptible to damage from a tornado. Mobile homes and substandard housing are exceptionally susceptible because of their lack of resistance to high winds, apartment complexes and low rent projects because of their size and densities. All the incorporated municipalities, as well as the unincorporated urbanized area of Marion County are vulnerable.

D. Vulnerable Critical Facilities

Specific vulnerable facilities cannot be identified due to the unpredictable nature of tornadoes and based on the awesome destructive power. Mobile homes are of the greatest importance, but wood frame structures are also unable to withstand the intense winds of a tornado. Concrete block structures with wooden roof truss systems are also vulnerable. Appropriate mitigation for tornadoes is to construct a safe room specifically engineered for such use.

E. Probability

Marion County experienced 58 tornadoes between 1959 and 2024. Florida has averaged approximately 75 tornadoes per year since 1950, with an average of 3 deaths and 60 injuries per year. The MEMPHIS system using the TAOS model calculates the annual probability of tornado activity in the southeastern portion of Marion County with a medium risk at one chance in 250. The remainder of the County has a lower vulnerability score of 1 in 500 chances per year. Annualized losses for wind damages are calculated for all wind events, and a specific tornado damage estimate cannot be specified.

The annual probability of tornado activity in Marion County is depicted in Map VI-7.

F. History

Many tornadoes in Florida could have killed scores of people and caused millions of dollars in property damage, but most of these tornadoes did not hit heavily populated areas.

Table VI-20 Tornadic Events 2000-2024

Locations	Date	Time	Fujita	Damage
MARTEL	3/4/2001	720	F0	$80,000
OCALA	3/4/2001	750	F0	$150,000
OCALA	3/29/2001	1020	F2	$1,500,000
MOSS BLUFF	6/5/2001	1632	F0	$30,000
MARION OAKS	6/22/2002	1400	F0	$2,000
FELLOWSHIP	6/22/2003	1515	F0	$50,000
FELLOWSHIP	11/28/2003	1528	F0	$25,000
CITRA	9/5/2004	505	F0	$0
CANDLER	9/7/2004	900	F0	$0
DUNNELLON	9/15/2004	2045	F1	$0
OCALA ARPT	4/7/2005	1440	F1	$0
BELLEVIEW	6/18/2007	2007	EF0	$0
YORK	4/20/2015	1431	EF1	$0
MARION OAKS	7/23/2016	2000	EF0	$0
MARTEL	5/5/2019	1027	EF1	$0
DANKS CORNER	4/20/2020	835	EF1	$0
WEST END	4/18/2021	1821	EF0	$0
DUNNELLON	3/12/2022	745	EF1	$0
LAKE WEIR	7/22/2022	1838	EF0	$0
TOTALS				**$1,837,000**

Severe Winter Storms

A. Description of Hazard

A winter storm is an event in which the dominant varieties of precipitation are forms that only occur at cold temperatures, such as snow or sleet, or a rainstorm where ground temperatures are cold enough to allow ice to form (i.e. freezing rain). A freeze is marked by low temperatures below the freezing point. Florida's agricultural production is seriously affected when temperatures remain below the freezing point. Marion County is in USDA Plant Hardiness Zone 9 and typically experiences freezing weather between December 15 and March 15. Other than agricultural losses, hazards include icy roads and bridges, power outages, structural damage from fallen trees and limbs, and exposure of humans and animals to extreme cold.

B. Location and Extent

All jurisdictions in Marion County are susceptible to the severe winter storm hazard. As a weather event, the location and/or extent of winter storm conditions could develop anywhere within Central Florida. Historical events from other Florida locations are included below because Marion County is no less vulnerable than those other areas that were severely affected by freeze or winter storms. The following table expresses wind chill, the combination of temperature and wind, to cool an object. The average winter temperature in Marion County in January is 58.6 degrees, however, the County experiences sub-freezing temperatures on average 3-4 times per year.

Table VI-21 Wind Chill Extent Temperature (F)

Calm	40	35	30	25	20	15	10	5	0	-5	-10
5	36	31	25	19	13	7	1	-5	-11	-16	-22
10	34	27	21	15	9	3	-4	-10	-16	-22	-28
15	32	25	19	13	6	0	-7	-13	-19	-26	-32
20	30	24	17	11	4	-2	-9	-15	-22	-29	-35
25	29	23	16	9	3	-4	-11	-17	-24	-31	-37
30	28	22	15	8	1	-5	-12	-19	-26	-33	-39
35	28	21	14	7	0	-7	-14	-21	-27	-34	-41
40	27	20	13	6	-1	-8	-15	-22	-29	-36	-43
45	26	19	12	5	-2	-9	-16	-23	-30	-37	-44
50	26	19	12	4	-3	-10	-17	-24	-31	-38	-45
55	25	18	11	4	-3	-11	-18	-25	-32	-39	-46
60	25	17	10	3	-4	-11	-19	-26	-33	-40	-48

C. Description of Vulnerabilities

Protection of economically important crops and livestock hinges on the availability and accuracy of weather information. Low-income households are also vulnerable to winter storm conditions if heating systems don't exist or are not operable. Unfortunately, public works departments in Florida don't have the necessary resources to de-ice roads and bridges or remove snow from roadways so even small amounts of snow and ice become a concern.

D. Vulnerable Critical Facilities

Power supply facilities are the most vulnerable critical facilities because winter storms and those with an extended time frame cause peak use periods to be extended. The result is that power suppliers cannot meet demand and must generate a pattern of "rolling brownouts" that create temporary power outages in a geographic pattern.

E. Probability

A moderate storm may be expected in Florida every one to two years. Severe storms, where the greatest numbers of winter crops are lost, may be expected on average once every 15 to 20 years. Florida has a history of winter storms with severe freezes. Since December 1889, there have been at least 20 recorded severe freezes.

F. History

Each winter, Florida faces the threat of at least a moderate freeze. This presents a problem for Florida as a whole because of the large amount of agricultural activity conducted throughout the state. For Marion County this activity is centered on the vegetable and citrus industries. Personal injury or death due to freezes is not considered a hazard except indirectly through fire caused by incorrect or careless use of space heaters, etc.

Florida does not have a long history of winter storms but is quite susceptible to freezing. The most notable winter storm hit the entire state on March 13, 1993, and has become known as the "Storm of the Century" or the "No-Name Storm." The storm came across the Gulf of Mexico as a normal late winter cold front but gathered strength just before landfall. Hitting in the early morning hours with gale force winds, rain, hail, snow, flooding, power outages and widespread freezing conditions, the storm marched across the state and had strong effects as far south as Cuba. These hazards are dealt with individually each winter, but their combined effects proved too much for recovery resources across the state. Each individual emergency was made worse by the lack of warning from the weather forecasters. The storm was a fluke and responders were not prepared. The best mitigation for winter storms and freezing conditions is accurate weather forecasting.

Historical Severe Winter Storms

- December 24-25, 1989: A presidential disaster declaration was issued and crop losses exceeded $18 million. Hardest hit counties were Lake, Alachua, Marion and Polk. The freeze affected over two million acres of agricultural and citrus crops.

- December 30, 2000: Widespread freezing temperatures were observed across most of West central and Southwest Florida during the late evening of December 30 through the mid-morning hours of December 31, 2000, causing $4.5 million in crop damage. Low temperatures in Marion and Levy Counties dropped from the upper teens to lower 20s with durations below freezing for up to thirteen hours. In Citrus, Sumter, Hernando and Pasco counties, low temperatures dropped into the middle 20s and remained below freezing for nine to twelve hours. In Polk, Hillsborough, Manatee, Sarasota, Hardee, De Soto and Highlands counties, low temperatures dropped into the middle 20s to upper 20s and remained below freezing for durations of six to nine hours. In Manatee and Hillsborough counties, freezing temperatures may have caused an estimated two-million dollars in damage to the tropical fish industry. In eastern Charlotte, eastern Lee and extreme northern Pinellas counties, temperatures dropped into the lower 30s and remained below freezing for periods of two to five hours. The freeze caused an estimated 25 to 50 percent damage to tomato, pepper, and squash crops in Lee and Charlotte counties. Temperatures fell into the mid-20s over Glades, Hendry, eastern Collier, and western portions of Palm Beach and Broward counties and fell to 32 degrees in the farming areas of south Miami-Dade County. Approximately 2 million in damage to vegetable crops occurred in Hendry and Glades counties.

- January 1, 2001: The second and coldest night of a two-night freeze in south Florida saw minimum air temperatures ranging from 25 to 30 degrees over interior sections of the peninsula. In the metropolitan areas of Miami-Dade, Broward and Palm Beach counties temperatures were in the middle 30s over the western suburbs. An estimated $6 million in crop damage included losses to corn and newly planted sugar cane in Palm Beach County, and to certain vegetables in Hendry and eastern Collier counties. An additional $5.1 million in crop damage was caused by widespread freezing temperatures across most of In West central and Southwest Florida. Low temperatures in Levy County ranged from the low to middle 20s with total durations below freezing for up to thirteen hours. In Citrus, Sumter, Hernando and Pasco counties, low temperatures ranged from the middle to upper 20s and remained below freezing for durations of nine to thirteen hours. In Polk, Hillsborough, Highlands, Hardee and De Soto counties, low temperatures ranged from the middle to upper 20s and remained below freezing for durations of six to nine hours. Isolated pockets of low temperatures in the upper teens were observed in extremely rural southern Highlands County. In Hillsborough County, the freeze caused nearly four million dollars in damage to the tropical fish crop. In Sarasota, Manatee, Charlotte and Lee counties, low temperatures dropped into the upper 20s and lower 30s and remained below freezing for durations of five to seven hours. In Lee County, the freeze caused nearly three million dollars in damage to the squash and cucumber crop. In Charlotte County, the freeze caused at least 100 thousand dollars damage to the pepper crop.

- January 24, 2003: A plume of Arctic air produces widespread record low temperatures and light snow flurries along the eastern coastline. The snow is described as ocean-effect snow, identical to lake effect snow in that it occurs due to very cold air passing over relatively warm water

temperatures. Snow flurries are reported in the air as far south as Fort Pierce. No major crop damage was reported.

- 2020-2025: Instances of minor individual freezes did occur between 2015 and 2025. However, no severe and/or sustained winter freezes were recorded, in Marion County, during this time.

Omitted Natural Disasters

Tsunamis

Tsunamis are long-wavelength sea waves typically generated by undersea earthquakes, landslides, or volcanic activity. While most commonly associated with tectonically active regions such as the Pacific Ocean basin, tsunamis can also occur in the Atlantic Ocean and Caribbean Sea. These waves travel at high speeds across open water and can increase in height as they reach shallow coastal areas, resulting in coastal inundation, strong currents, and damage to infrastructure.

Marion County is located in north-central Florida and is entirely inland, which significantly reduces its direct exposure to tsunami-related hazards. As a result, the County is not expected to experience primary tsunami impacts such as coastal flooding or wave run-up. However, tsunami events occurring along Florida's Atlantic or Gulf coasts could have indirect or secondary effects on the County, including temporary disruptions to regional transportation networks, supply chains, and coastal-dependent economic activity. Additionally, evacuation movements from coastal counties could place short-term demand on inland infrastructure, public services, and sheltering capacity within Marion County.

Historically, Florida has experienced only minor tsunami-related activity. Waves generated by the 1755 Lisbon earthquake were observed along portions of the eastern seaboard, including Florida, though impacts were minimal. More recent events have primarily involved meteotsunamis along Florida's coasts, producing localized and short-duration water level fluctuations with limited damage. There are no recorded instances of tsunami impacts directly affecting Marion County.

Given its inland location, tsunami risk within Marion County is classified as negligible to very low. However, due to the potential for indirect impacts associated with coastal events, tsunamis are acknowledged as a low-likelihood hazard within the County's Local Mitigation Strategy.

Earthquakes

Earthquakes are the result of sudden releases of energy within the Earth's crust, typically caused by the movement of tectonic plates along faults. These events can produce ground shaking, surface rupture, and, in some cases, secondary hazards such as soil liquefaction or structural instability. The severity of earthquake impacts is influenced by magnitude, depth, distance from the epicenter, and local soil conditions.

Marion County is located within a geologically stable region of the southeastern United States, far from active plate boundaries. As such, the County has an extremely low probability of experiencing a damaging

earthquake. The broader Florida peninsula is situated on the interior of the North American Plate, where seismic activity is infrequent and typically minor in magnitude.

Historically, Florida has experienced only occasional, low-magnitude seismic events, most of which are not felt or result in no damage. Some earthquakes occurring in other regions of the eastern United States have been felt in Florida due to the efficient transmission of seismic waves through the region's underlying geology. For example, the 1886 Charleston earthquake was felt across much of the southeastern United States, including parts of Florida; however, no documented damage occurred within Marion County. There are no known records of earthquake-related damage specific to Marion County.

Given these conditions, earthquake risk in Marion County is classified as very low. Potential impacts are generally limited to weak ground shaking from distant seismic events, with negligible risk to life safety or infrastructure. Nonetheless, earthquakes are recognized within the County's Local Mitigation Strategy as a low-likelihood hazard.

Other Omitted Natural Disasters

Storm surge, debris flow, ice jams, and dam or levee failure are omitted from the Marion County Local Mitigation Strategy due to their extremely low probability of occurrence within the county's geographic and environmental context. Marion County is located inland in north-central Florida and lacks direct coastal exposure, effectively eliminating storm surge risk. Similarly, the county's relatively flat topography and absence of steep slopes or mountainous terrain make debris flows highly unlikely. Ice jams are not a credible hazard given the region's subtropical climate, where sustained freezing conditions necessary for river ice formation do not occur. Finally, the risk of dam or levee failure is minimal due to the absence of large-scale impoundment structures or levee systems whose failure pose a significant threat to life and property. As a result, these hazards are not considered meaningful contributors to the county's overall risk profile and are reasonably excluded from further analysis in the mitigation strategy.

Man-Made Disasters

Societal and technological disasters originating from human activities include hazardous materials incidents, radiological disasters, terrorist acts, civil disturbance, urban fires and explosions and power failures. These incidents generally increase probability as the development density increases. Furthermore, the amount of damage potential also increases in direct proportion to the development density pattern within the impacted area.

Mitigation against man-made disasters includes an overall hardening of all critical facilities including security procedures. It is this focus on preparedness that local communities should implement to better prepare, respond and recover from man-made disasters. The best mitigation efforts are those that will increase the capacity of responding agencies to perform their roles more rapidly and with better efficiency. These mitigation efforts include but are not limited to communications upgrades, computer upgrades, equipment technology upgrades, training, exercises, intergovernmental/interagency coordination and other measures to build up the capacity of each local responding agency. It is the policy of the LMS Working Group to support capacity building efforts based on their overall benefits of creating a more disaster resistant/resilient community.

Armed Violence (Acts of Domestic or Foreign Terrorism, Civil Disturbance or Military Conflict)

Although the federal government recognizes that the United States has entered the post-Cold War era, federal planning guidelines on military threats are in transition. For hazard analysis purposes, it is prudent to scale back on the magnitude of nuclear events for other more likely scenarios. For instance, emergency management attention to other threats of armed violence, such as terrorism, is growing. Terrorism and civil unrest are potential issues of concern in the State of Florida; the state is particularly vulnerable to terrorist activities due to its proximity to Latin America and Cuba. Although potential targets are unpredictable, high-density population centers and military installations are the most likely. Terrorism increases the likelihood of mass casualty and mass evacuation from a target area. For threats of armed violence of any kind, it is very likely that joint jurisdictional management of the operation will take effect, coordinated at the county level between the Sheriff and FDLE. For any of these scenarios, some degree of state and federal involvement may occur. The leading federal agency may be FEMA or the Department of Justice.

Hazardous Materials (Non-Radioactive)

Hazardous sites can include, but are not limited to, propane storage facilities, natural gas pipeline terminals, fuel storage facilities and tank farms. All these items can become extremely dangerous in a hurricane. Often propane tanks or fuel oil tanks are not secured in a hurricane proof fashion because they are not permanent structures. In the case that the structure is a facility versus a tank, there is a higher level of risk as well as protection. Identifying the location of these sites will assist the safe reentry into the area after a storm has passed. In addition, it can help before a storm by indicating where a mitigation strategy should be implemented.

A hazardous material is any substance that, if released into the environment, would have a harmful and sometimes fatal effect on people and animals coming contact with it. Hazardous materials include highly flammable fuels, herbicides and pesticides, petroleum and related products, natural gas and chemicals. Radioactive substances, although they are frequently included within the category of hazardous materials, were not considered a hazard within this analysis, although there are relatively large numbers of facilities within Marion County, which use small amounts of these substances. In any case, there are over 3,000 hazardous chemicals licensed for transport by the US Department of Transportation, many of which would have a disastrous effect if released in an accident.

Marion County and its communities are vulnerable to the effects of hazardous materials accidents resulting from both transportation and industry. Light industry present in Ocala/Marion County, store and utilize materials such as natural gas, anhydrous ammonia, petroleum distillates, chlorine, and pesticides daily and hazardous materials are transported to and through the County by rail, highway and air.

Storage Tanks - Information on the location of the facilities that have storage tanks either above ground or below is required by several government agencies. From this standpoint, finding the most up to date and accurate source of this data is important. These storage tanks are important to emergency management about the substances contained. If any of these tanks with hazardous waste are damaged in a hurricane, the effects on the population can last longer than general cleanup of debris. These contaminants must be contained as soon as possible for emergency managers to re-enter an area. If the

contaminants are allowed to leak for long periods of time the groundwater can be affected, which can further damage the water supply, environment and wildlife.

Hazardous Waste Generating Facilities - The Florida Department of Environmental Protection maintains a database of waste generating facilities. These facilities are classified as small quantity and large quantity generators. The number of generating facilities varies from county to county based on the land uses allowed by the counties. Counties with higher levels of industrial, agricultural and commercial land uses will normally have a greater number of hazardous generating facilities. The FDEP has identified 590 hazardous waste generating facilities in Marion County. Refer to Appendix C.

As stated previously, the best mitigation for man-made disasters is preparation and an overall expansion of the capacity of all responding agencies to deal appropriately with the unlimited variety of emergency situations.

Epidemic/Pandemic Response

The Marion County Department of Health Public Health Preparedness Team is responsible for planning and coordinating the response to epidemic/pandemic conditions affecting the public within Marion County. The agency reviews the recommended guidelines from the Center for Disease Control (CDC), the World Health Organization (WHO) and the Florida Department of Emergency Management (FDEM). The active response is then coordinated with the State of Florida, the CDC, the Marion County Health Department, the Marion County Emergency Operations Center and other local medical providers.

There is no single course of action or recommendation when considering education, response and prevention methods to address an active pandemic or epidemic. Those recommendations and actions will be entirely dictated by the unique characteristics of the pathogen itself. However, once the threat of an epidemic/pandemic is identified it is vital to take the appropriate action to contain, manage and reduce the spread of the virus. The key message at this stage is to reduce the transmission rate - the number of individuals infected by each single infected individual. If on average across a population the transmission rate is greater than one the number of cases will continue to increase. Measures that reduce the transmission rate to less than one will result in a decline in the total number of infections.

Once a significant level of infection is present within a population then reducing this rate of spread becomes vital. Actions targeted at reducing the transmission rate are termed Mitigation and can involve:

- Social distancing (cancel events, closing institutions, work from home etc.).
- Education of the public - to promote actions such as hand washing and avoiding groups etc.
- Sufficient supplies of and ace to Personal Protection Equipment (PPE).
- Economic measures -to provide relief to individuals and businesses and to increase compliance with social distancing related policies.

All these measures aim to limit the population exposed to infection and to reduce the transmission rate between them. This results in a flattening of the curve of cases over time and so reducing the peak in the number of cases needing medical care. This maintains the ability of the healthcare system to provide quality care to those affected and reduce the mortality rate as far as possible. The greater the

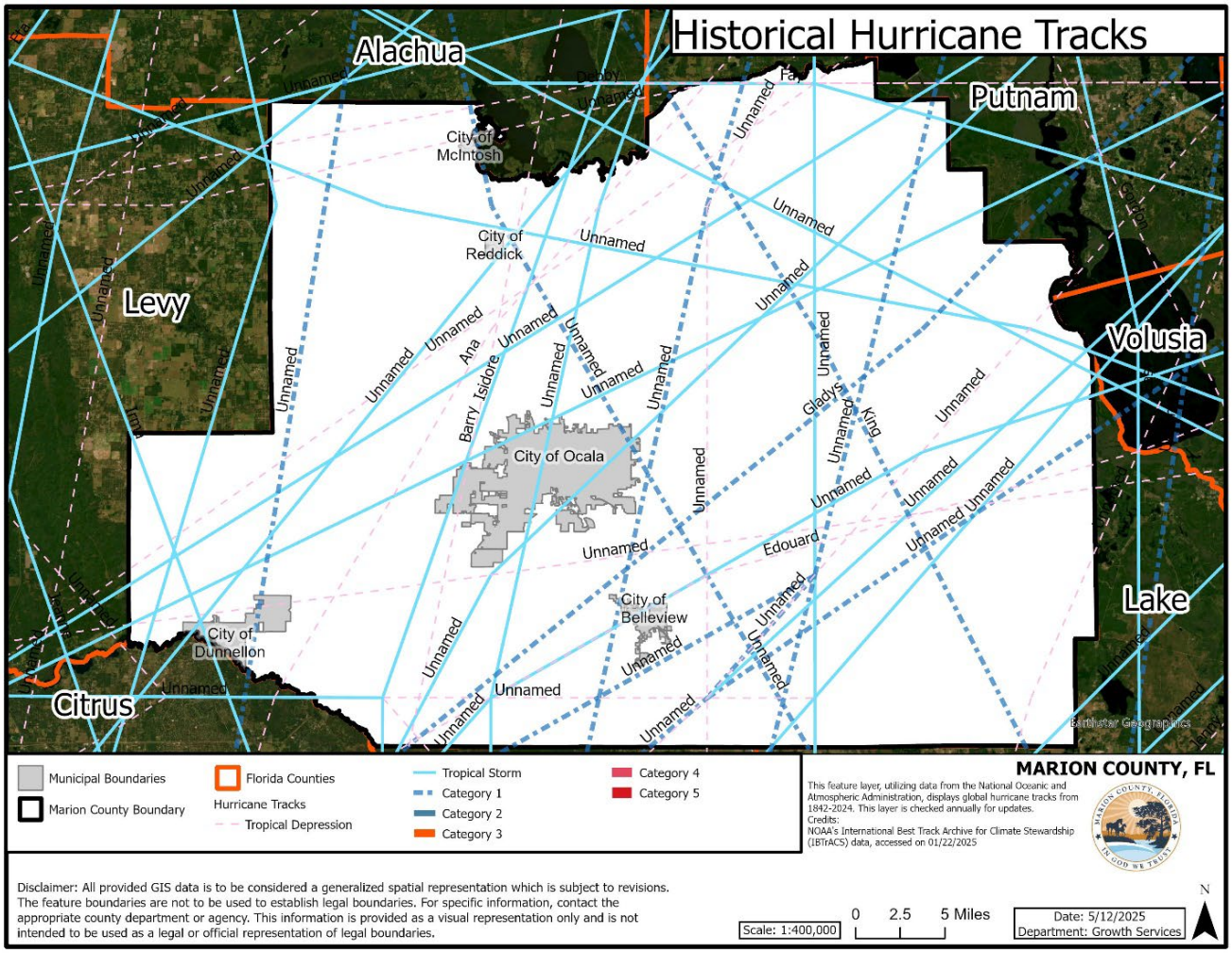
stress on the healthcare system the higher the likely mortality rate, as resources are unable to meet demand and healthcare workers themselves exceed their capacity to provide care. Flattening the curve also extends the time scale of the epidemic so that any potential vaccine can at some future point be used to rapidly increase immunity within the population.

March 25, 2020, Covid-19: The COVID-19 pandemic, also known as the coronavirus pandemic, was a pandemic of coronavirus disease 2019 (COVID-19) caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). It was first identified in December 2019 in Wuhan, China. The World Health Organization declared the outbreak of the Public Health Emergency of International Concern in January 2020 and a pandemic in March 2020. As of 29 January 2021, more than 101 million cases have been confirmed, with more than 2.19 million deaths attributed to COVID-19. State of Florida confirmed cases numbered 1,687,594 with 26,035 deaths and Marion County numbered 24,012 confirmed cases with 574 deaths. While Covid-19, and its variants, are still a global concern, the significance of the virus has been mitigated through continued vaccine development.

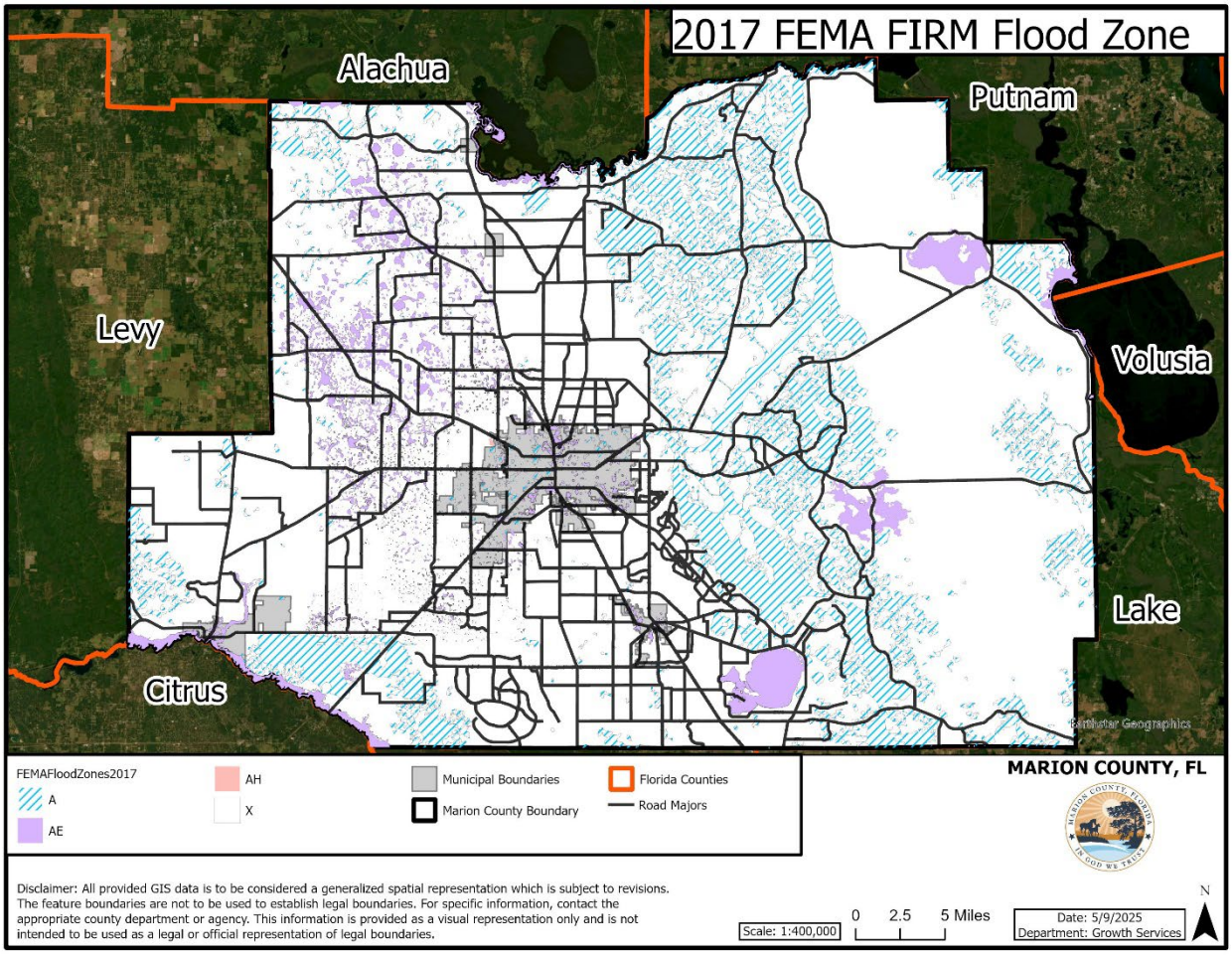
CHAPTER SIX

HAZARD IDENTIFICATION MAPS

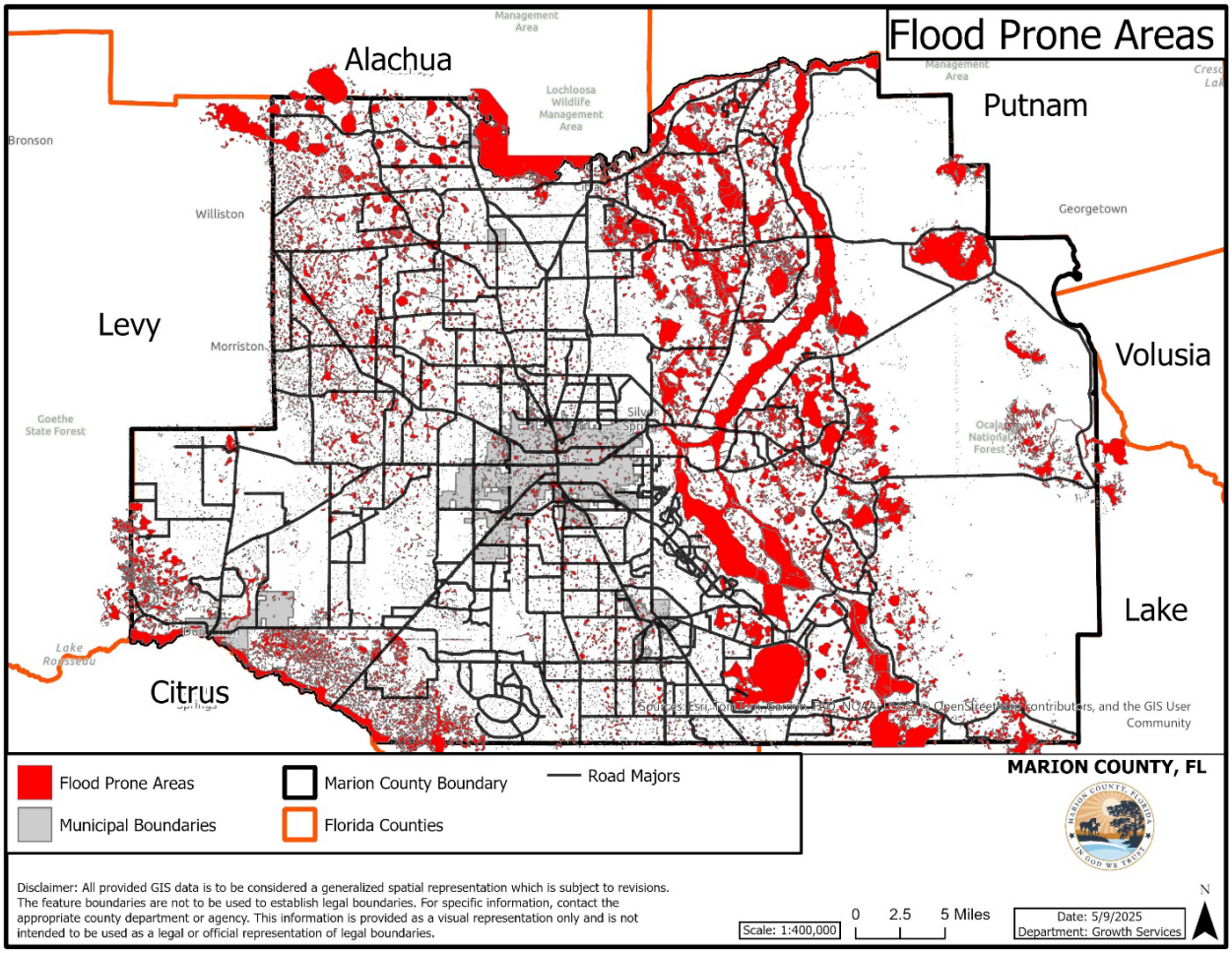
Map VI-1 Historic Hurricane Tracks



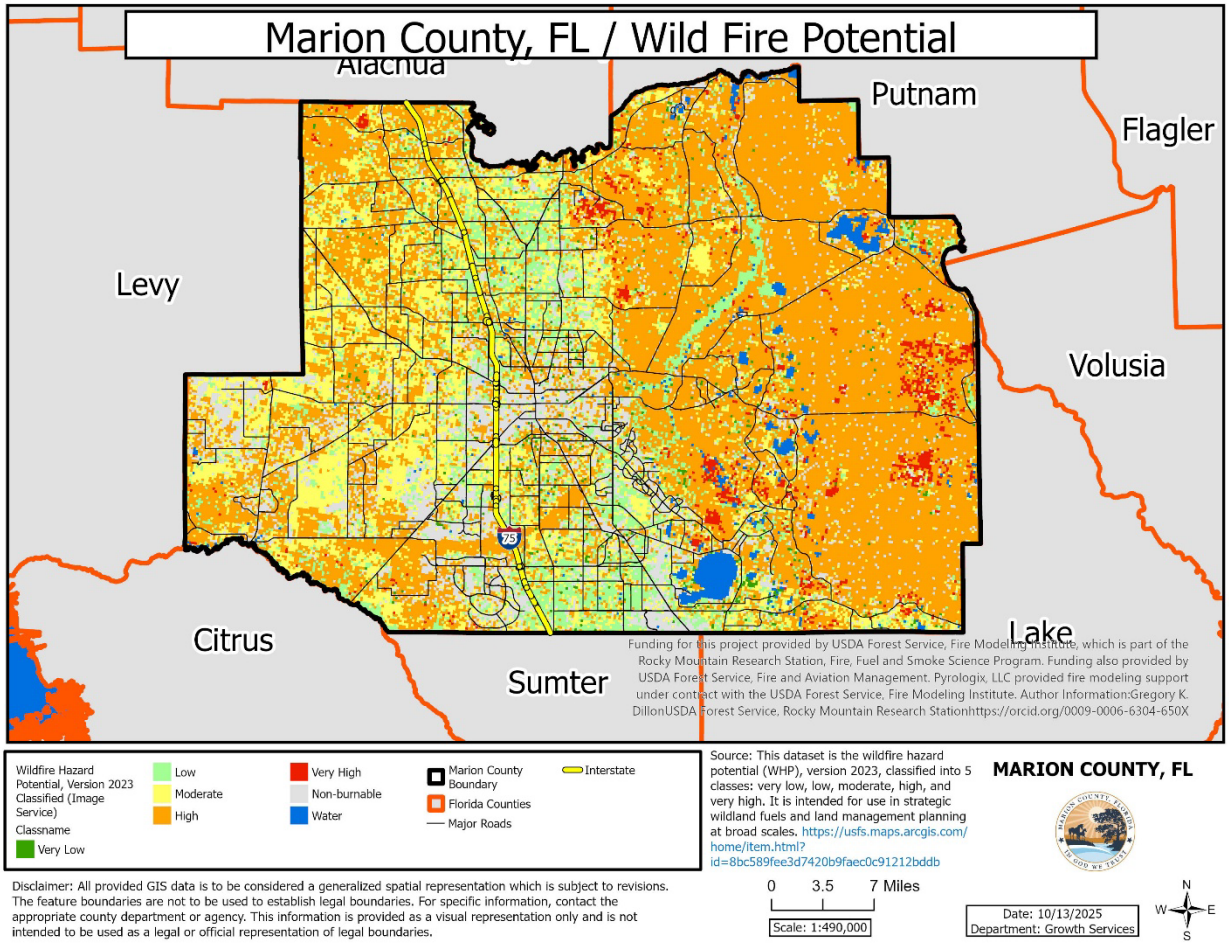
Map VI-2 Marion County FEMA Flood Zones



Map VI-3 Flood Prone Areas

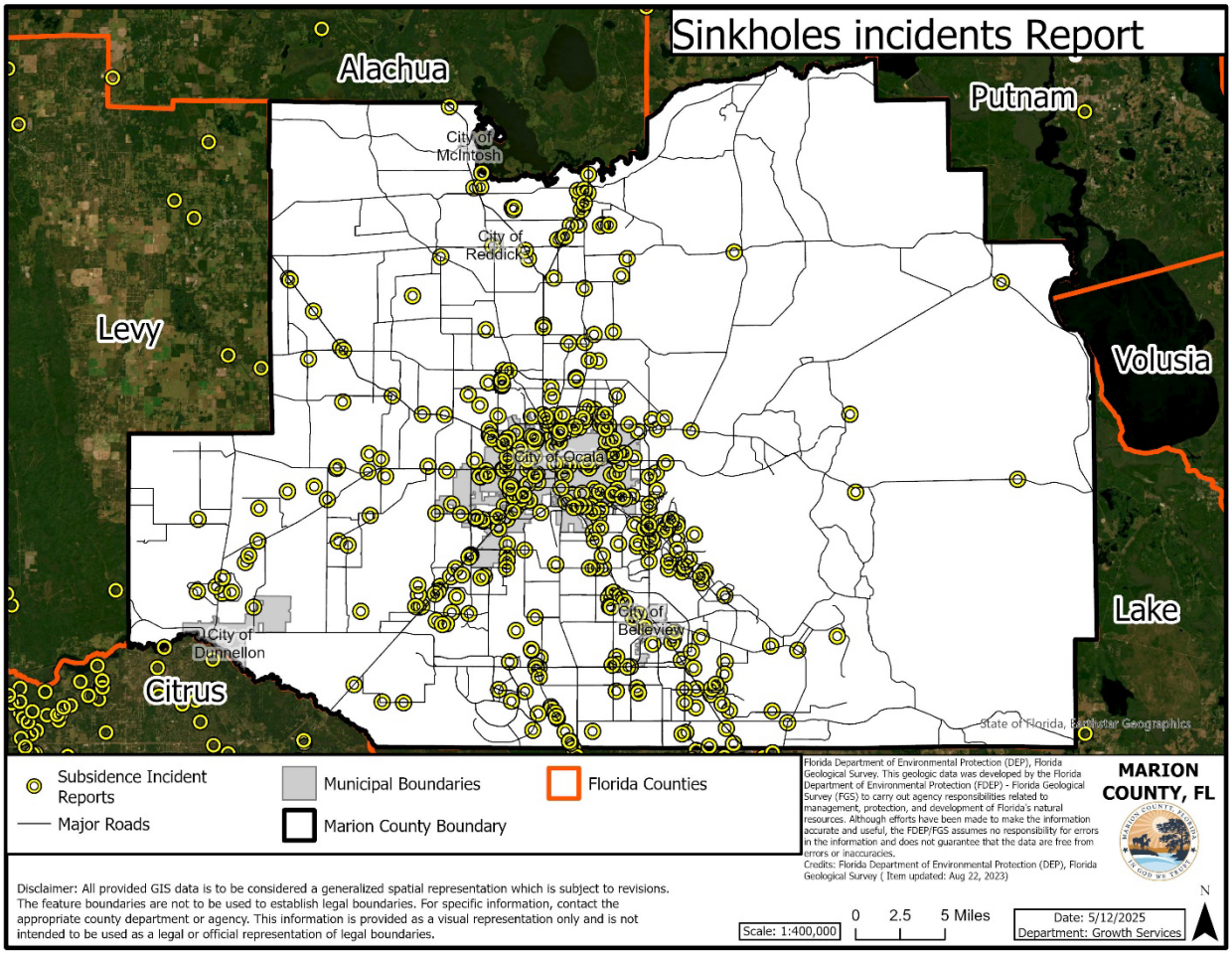


Map VI-4 Wildfire Potential

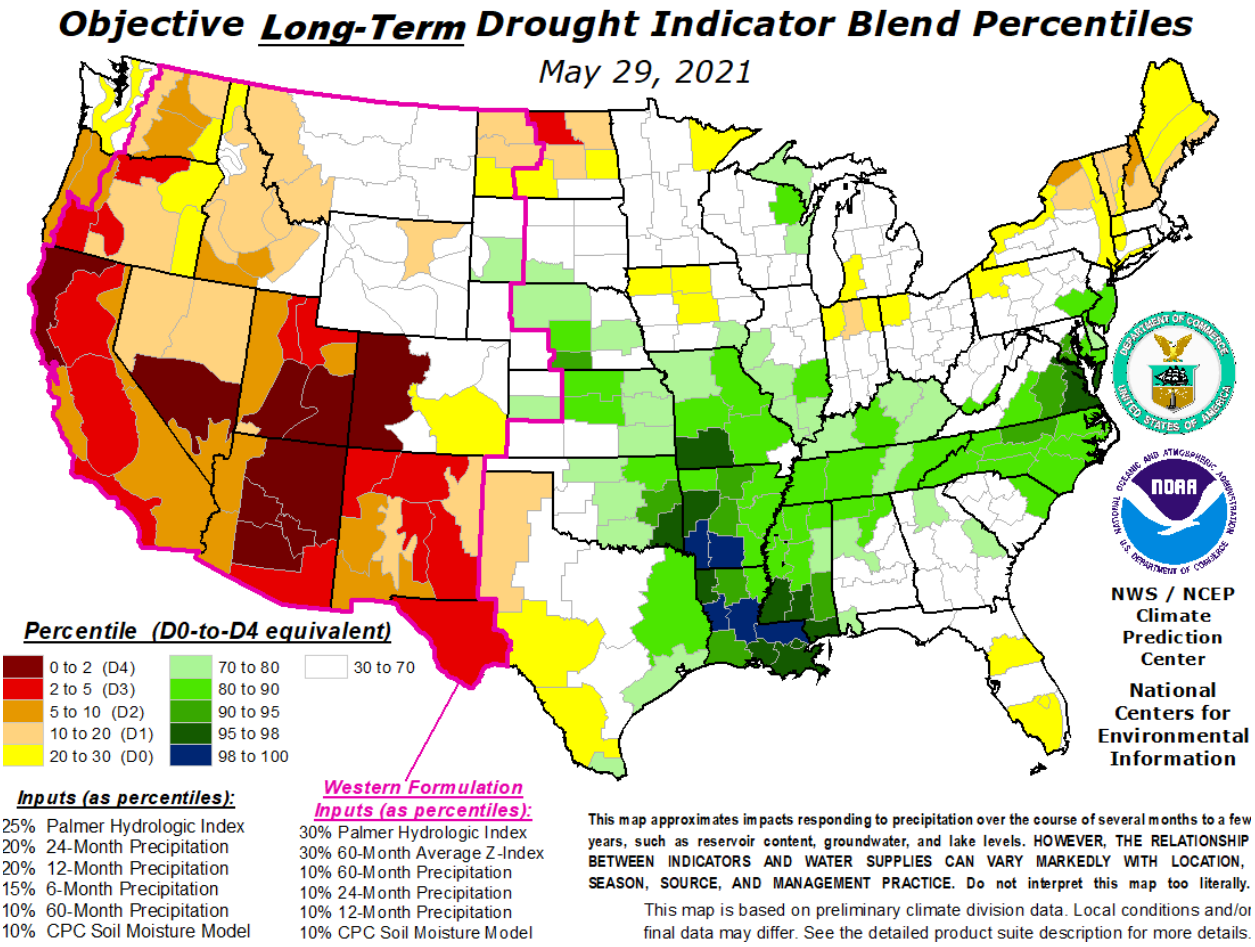


Disclaimer: All provided GIS data is to be considered a generalized spatial representation which is subject to revisions. The feature boundaries are not to be used to establish legal boundaries. For specific information, contact the appropriate county department or agency. This information is provided as a visual representation only and is not intended to be used as a legal or official representation of legal boundaries.

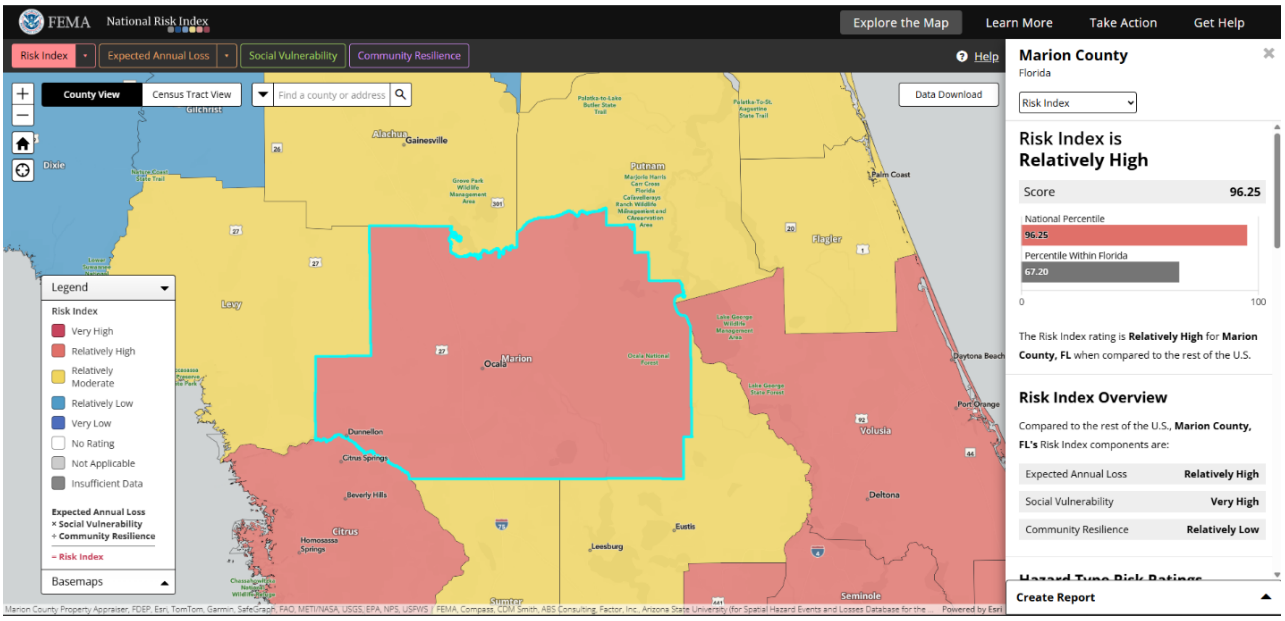
Map VI-5 Sinkhole Vulnerability



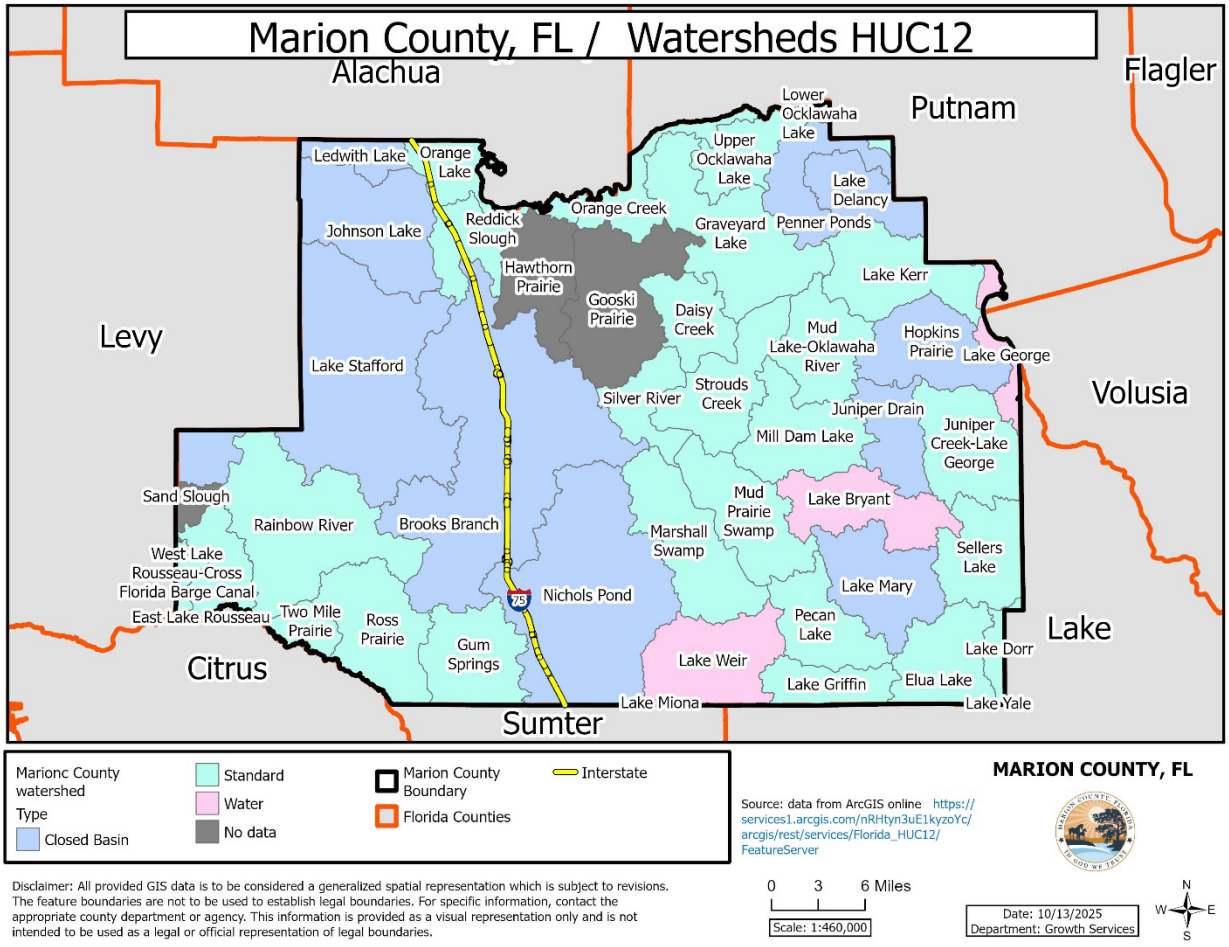
Map VI-6 Objective Long-Term Drought Indicator Blend Percentiles



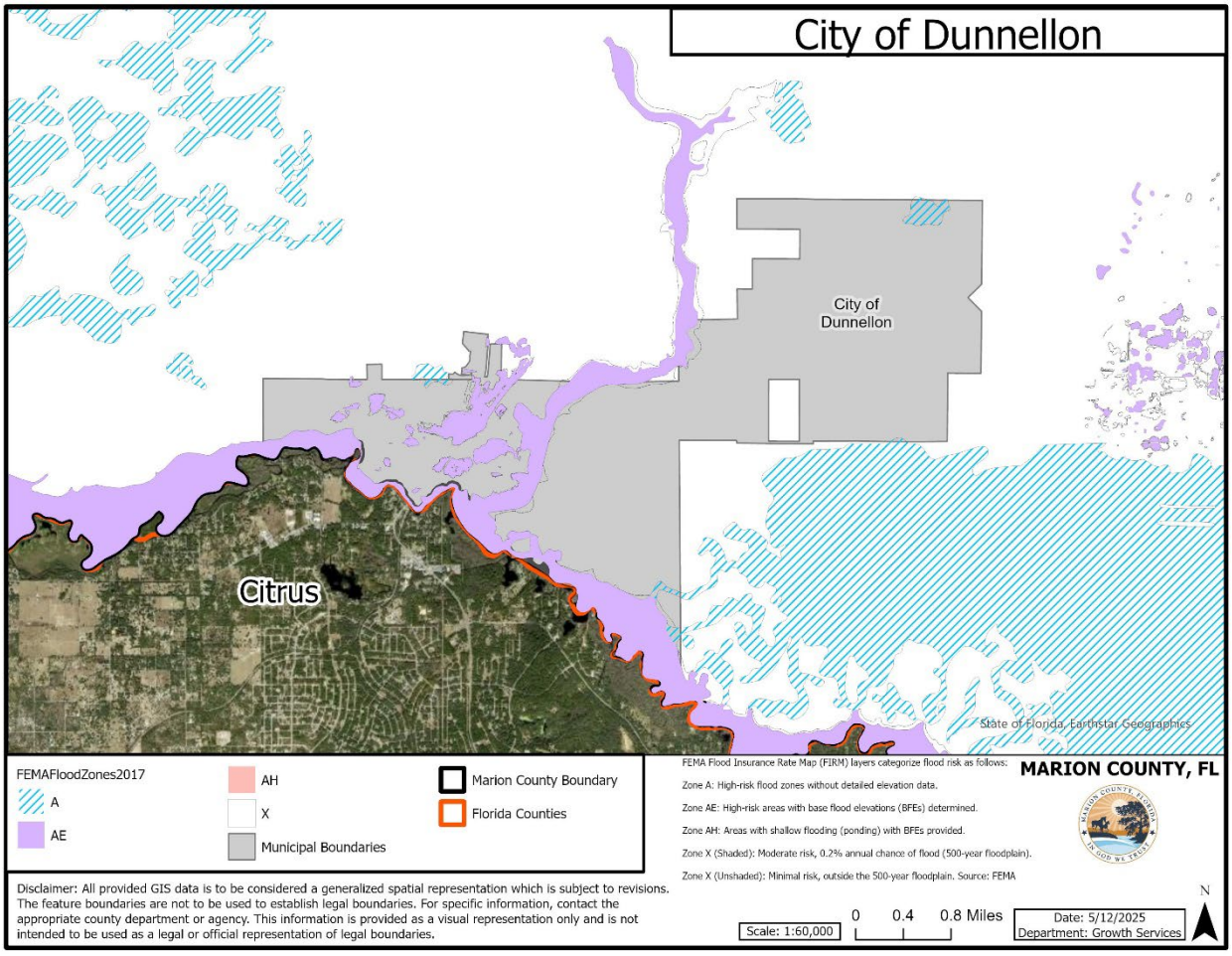
Map VI-7 Marion County Tornado Potential



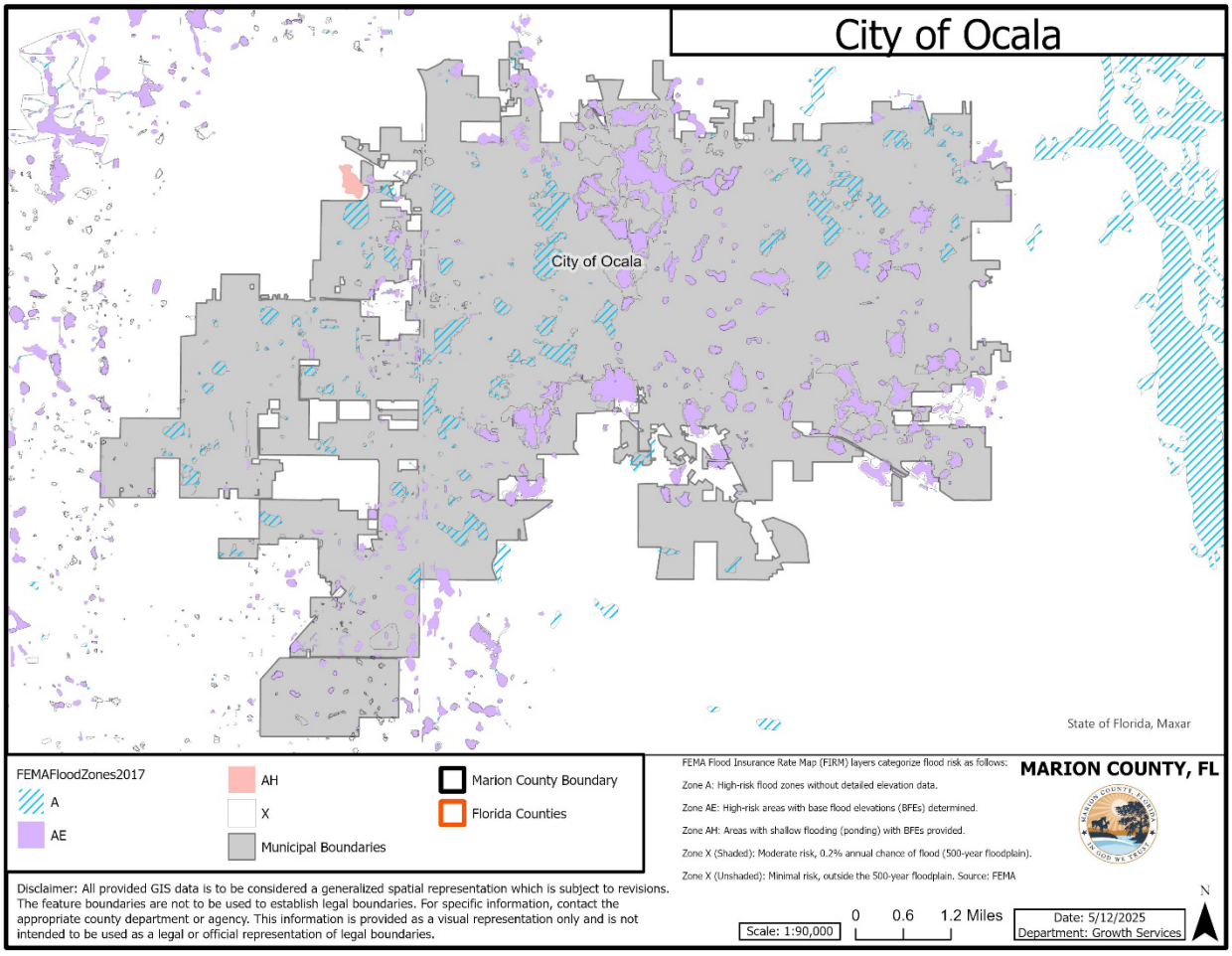
Map VI-8 Watersheds



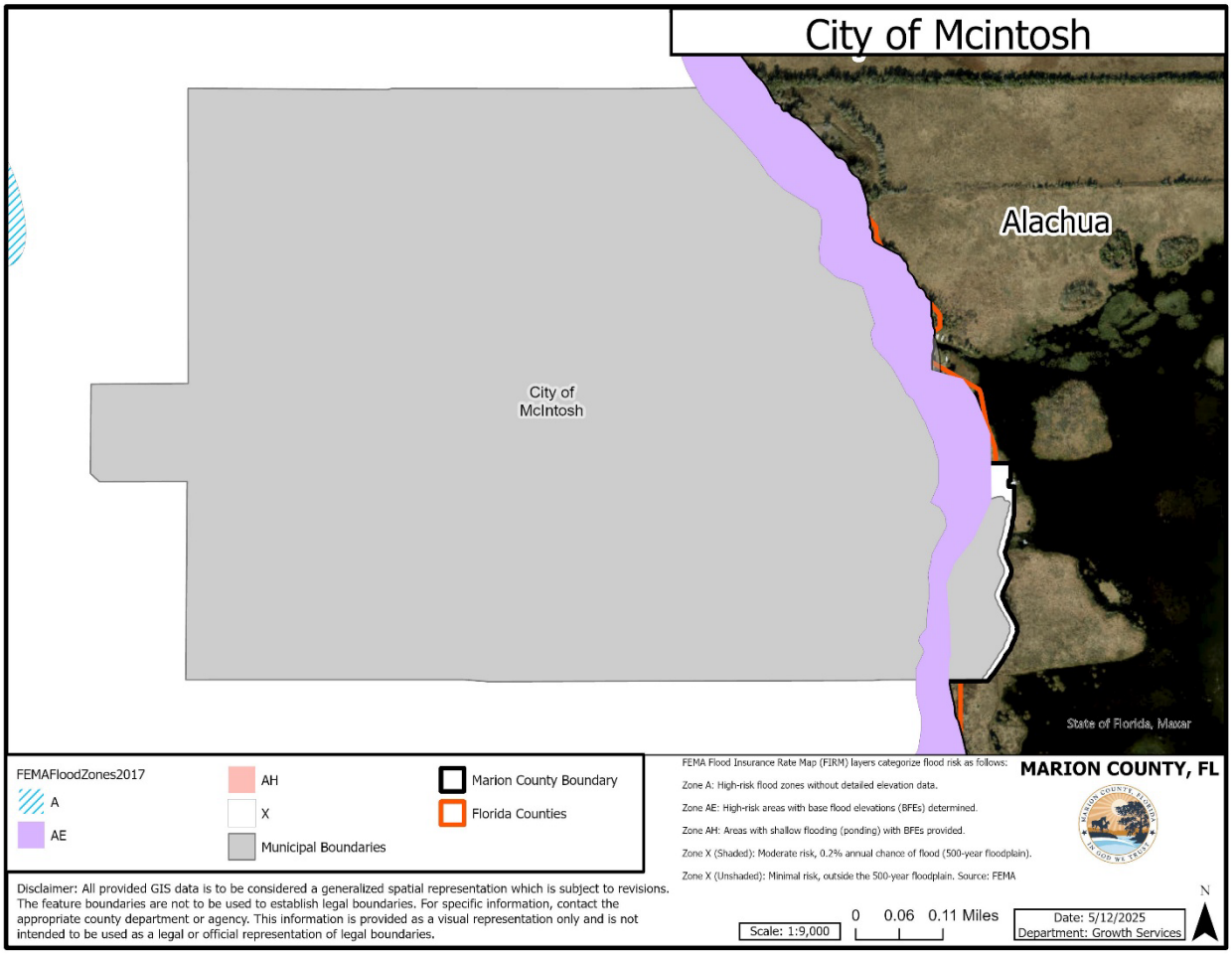
Map VI-9 City of Dunnellon FIRM



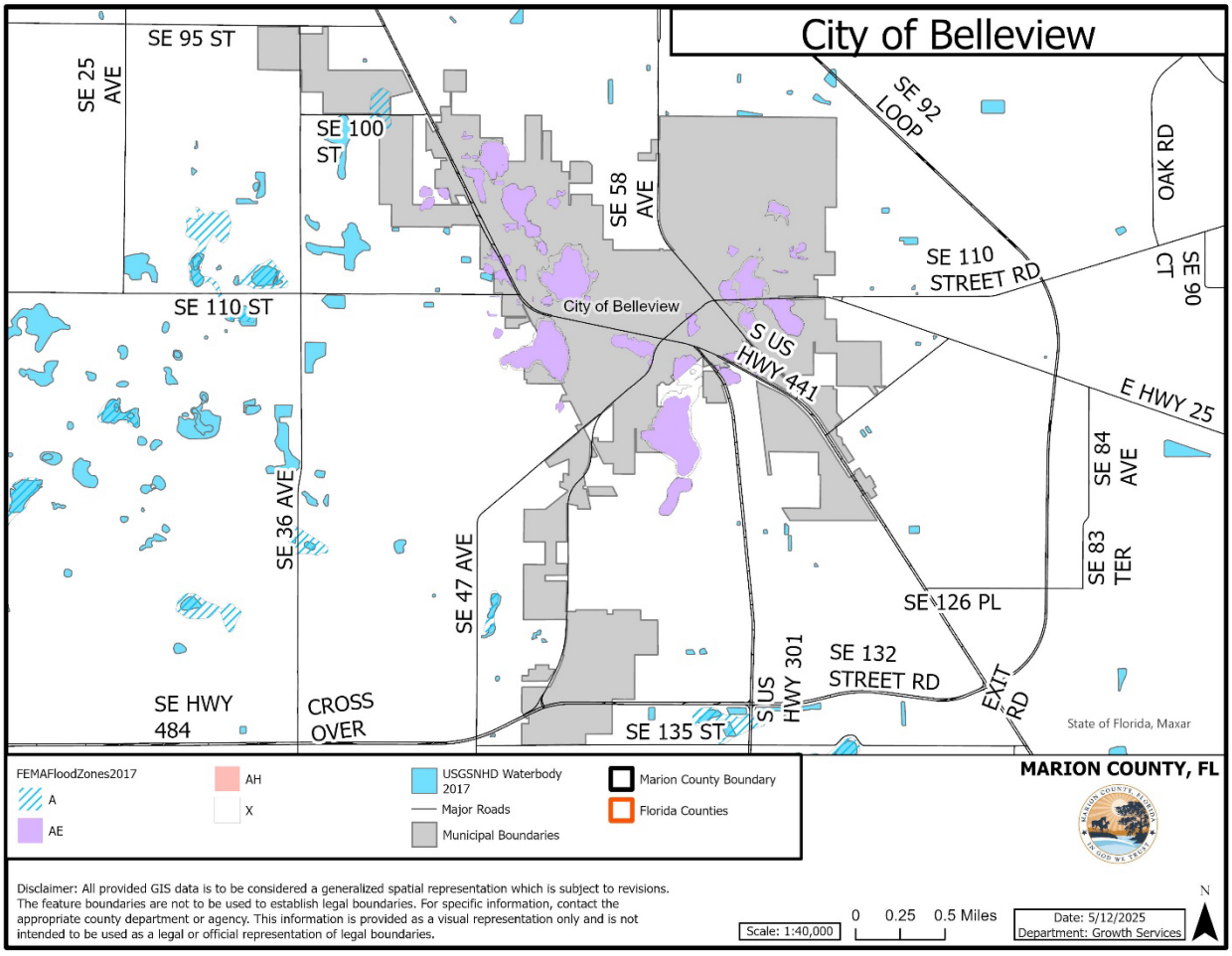
Map VI-10 City of Ocala FIRM



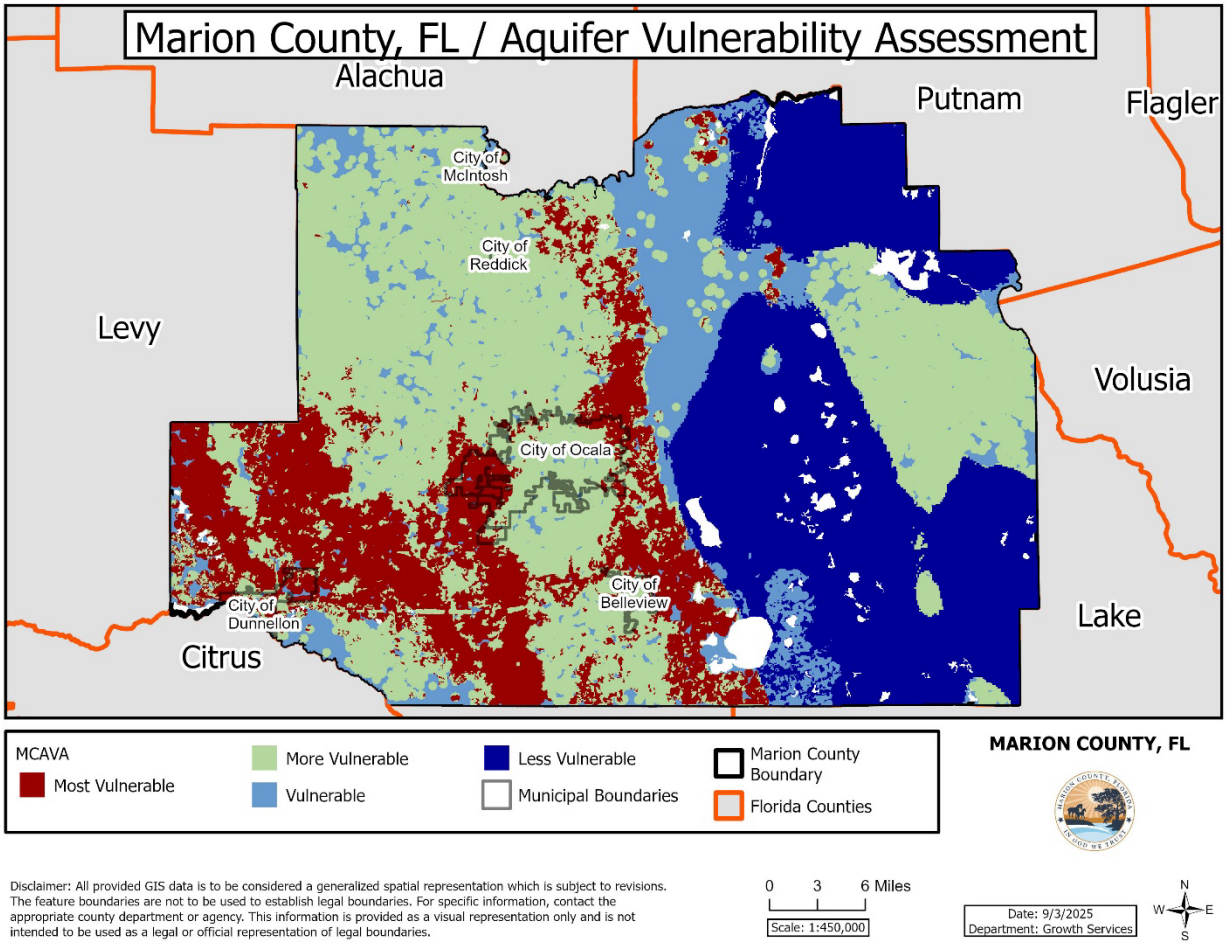
Map VI-11 Town of Mcintosh FIRM



Map VI-12 City of Belleview FIRM



Map VI-13 Marion County Aquifer Vulnerability Assessment (MCAVA)



CHAPTER SEVEN: VULNERABILITY ASSESSMENT

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Tornado risk remains high across Marion County due to the frequency of past events and the dispersed nature of development. Updated 2025 exposure estimates indicate nearly ±23,800 improved parcels located within 1,000 feet of historical tornado paths. The total improved parcel value exceeds ±$4.9 billion, with an estimated ±62,000 residents potentially exposed to tornado-related impacts. 23
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Introduction

Depending on the characteristics of the hazard and its impact, substantial components of the general population, business community, public services, community institutions and utilities are vulnerable to damage. In considering the vulnerability of Marion County to disasters, it is important to emphasize that some facilities and the populations they serve are often more sensitive to the impacts of disasters than others. For the purposes of the Vulnerability Analysis and Risk Assessment requirements of the LMS, only the weather related, and natural hazards were analyzed. Ecological, technological, societal, and health related hazards remain applicable to Marion County; however, currently there are no set criteria for evaluating hazards not required by 44 CFR 201. At such times these review criteria are developed, they will be further analyzed in the LMS.

Table VI-1 Hazards Affecting Marion County				
Weather	Natural	Ecological	Technological/Societal	Health
Hurricane and Tropical Storm	Wildfire	Pest Infestation	Power Failure	Pandemic/Epidemic
Severe Winter Storm	Flood	Animal Disease	HazMat Incidents	Aging Population
Tornado	Drought		Urban Fire	
Extreme Heat	Sinkholes		Radiological	
	Riverine Erosion		Societal/Civic Evacuation	
			Mass Casualty	
			Traffic Related	
			Civil Disturbance	
			Terrorist Acts	

Building Exposure

There are an estimated 287,517 parcels in Marion County, with an average parcel size of approximately ±4.82 acres. The estimated total building replacement value (excluding contents) is approximately ±$57.4 billion. Approximately 70% of the building exposure is associated with residential properties. Refer to table VII-2, Building Exposure by Occupancy Type.

Table VII-2 Building Exposure by Occupancy Type		
Occupancy	**Exposure ($1,000)**	**Percent of Total**
Residential	± 40,434,904	± 70.4%
Commercial	± 3,914,118	± 6.8%
Industrial	± 2,046,515	± 3.6%
Agricultural	± 7,249,470	± 12.6%
Religious	± 529,417	± 0.9%
Government	± 2,479,144	± 4.3%
Education	± 741,617	± 1.3%
Total	**± 57,395,186**	**± 100.0%**
Source: Marion County Property Appraiser 2025 parcel valuation data; scaled from Hazus-MH Hurricane Model (March 23, 2021).		

Table VII-2 provides an updated estimate of total building exposure in Marion County based on 2025 parcel and valuation data. Residential exposure continues to dominate the county's-built environment, accounting for more than two-thirds of total exposure value. Agricultural land and government facilities have increased slightly in total valuation due to expanded use and infrastructure development. The overall exposure for the county has grown by approximately 86% since 2021, largely due to population growth and rising construction costs.

Critical Facilities Overview

Critical facilities are important for both evacuation and sheltering. The County's Critical Facilities Inventory is maintained by emergency management staff and updated annually to ensure that preparedness and response actions can provide efficient evacuation, sheltering and recovery. The facilities that are important in the event of a hazard evacuation will vary based on the situation but typically include transportation facilities, medical facilities, communications facilities, potable water facilities, wastewater treatment plants, hospitals and schools. Additional facilities identified in the LMS include emergency operations centers, mobile home parks, childcare centers, and hazardous waste generators.

Sensitive facilities can be critical from the evacuation standpoint because residents of prisons, nursing homes and hospitals will need extra evacuation support. Emergency managers have established agreements and procedures to address these issues. In Marion County, there are no critical facilities that demonstrate an overwhelming structural vulnerability to any particular hazard.

These infrastructure facilities are critical in a timely evacuation and need to be functioning at a level of service that supports evacuation and sheltering efforts. The Critical Facilities list was developed by the Marion County Growth Services Department and includes facilities identified in Table VII-3 thru Table VII-14 and shown on Map VII-2 thru Map VII-11.

Municipal and public buildings located in high-risk areas are also an important consideration. Municipal buildings include police and fire stations that are critical during times of emergency. A listing of fire stations and sheriff stations are included in Table VII-12 and Table VII-13, respectively and shown in Map VII-12 and Map VII-13. Location information was obtained from the Marion County Fire Department and the Marion County Sheriff's Office, respectively. Other municipal buildings that maintain County and City records would be best located outside of the vulnerability zones. In cases where municipal buildings exist in vulnerable locations, retrofitting the buildings to increase protection is a needed precaution.

EOC/Communication Facilities

Table VII-3 Marion County Emergency Operations Centers

Name	Address	City	Zip
Marion County Division Of Emergency Mgt	692 Nw 30th Avenue	Ocala	34475
State Fire College	11655 Nw Gainesville Road	Ocala	34482

Table VII-4 Marion County Communications Facilities			
WHIJ	88.1 FM	Ocala	Christian Contemporary
WYFZ	91.3 FM	Belleview	Religious
WEFA (LPFM)	92.5 FM	Ocala	Adult Contemporary
WMFQ	92.9 FM	Ocala	Top 40
WOGK	93.7 FM	Ocala	Country
WSKY	97.3 FM	Micanopy	Talk
WRGE (LPFM)	97.9 FM	Ocala	Religious
WGMA	99.7 FM	Silver Springs Shores	Adult Contemporary
W261BA (WXUS-HD2)	100.1 FM	Ocala	Oldies
WCKP (LPFM)	100.7 FM	Ocala	Dance
WXUS	102.3 FM	Dunnellon	Country
WIEB (LPFM)	102.9 FM	Ocala	Spanish Christian
WRUF	103.7 FM	Gainesville, FL	Country
WITG (LPFM)	104.7 FM	Ocala	Classic Hits
W296CW (WTYG)	107.1 FM	Ocala	Religious
WYND	95.5 FM	Silver Springs Shores	Classic Rock
W242CA (WOCA-AM)	96.3 FM	Ocala	News/Talk
WMOP	900 AM	Ocala	Sports
WOCA	1370 AM	Ocala	News/Talk

Water/Wastewater Treatment Plants

Water and wastewater treatment plants are important due to the nature of their role in providing critical infrastructure for sheltering and recovery. If these facilities are damaged, extra warnings and precautions need to be provided to the population serviced by the damaged plant. Contamination of the water supply can come from one unplanned release of waste product due to storm damage. Cleanup of a water supply can take a significant amount of time during which all water would need to be sterilized before use. Providing information to the public is an important protocol in case of contamination. If wastewater facilities do not have access to the public through television or radio, there must be coordination between the EOC and the wastewater facilities to provide initial reports and updates. Marion County does not include these facilities as part of their critical facilities inventory.

Reviewing the Comprehensive Emergency Management Plan provides a listing of protocols that will provide the appropriate level of preparedness for critical facilities. Each water/wastewater facility should have a list of protocols in case of an emergency including but not limited to a) adequate potable water; b) restoration of water supply; c) provision of water for firefighting; and d) demolition or stabilization of damaged structures.

Transportation Facilities

Navigable Waterway Facilities/Dam Facilities

Table VII-5. Marion County Dam Facilities			
Name	**County Name**	**Owner**	**River**
Moss Bluff Lock and Spillway	Marion	SJRWMD	Ocklawaha River
Lake Joy	Marion	Silver Spring Shores Inc	TR-Marshall Swamp

Marion County Military Facilities

Table VII-6. Marion County Military Facilities			
Name	**Address**	**City**	**Zip**
Troop E 153rd Cav	900 SW 20th Street	Ocala	34474
Troop E 153rd Cav	900 SW 20th Street	Ocala	34474
Co A, 3rd Sf Bn, 20th Sf Gp	900 SW 20th Street	Ocala	34474
Co A, 3rd Sf Bn, 20th Sf Gp	900 SW 20th Street	Ocala	34474

Private/Public Airfields

Table VII-7. Marion County Airport Facilities			
LOCATION	**AIRPORT NAME**	**USE**	**ID#**
BELLEVIEW	BACK ACHERS	Private	8FL3
BELLEVIEW	JOHARY	Private	FL58
BELLEVIEW	JORDAN	Private	7FL0
BELLEVIEW	JORDAN	Private	FD79
BELLEVIEW	KIEVER	Private	8FL2
BELLEVIEW	MONROE AIRPARK	Private	2FA2
BELLEVIEW	THE VILLAGES	Private	19FL
CITRA	PANIOLA AIR RANCH	Private	FD14
CITRA	THOMPSON'S GOINBROKE AERO RANCH	Private	9FD5
DUNNELLON	MARION COUNTY	Public	X35
FAIRFIELD	RELUCTANT GREMLIN	Private	FA09
HERNANDO	DRAKE RANCH	Private	7FD2
LOWELL	LEE FARMS	Private	FL80
OCALA	ADVENT HEALTH OCALA	Private	57FD
OCALA	BERNIE LITTLE	Private	FL49
OCALA	CROSSWIND FARM	Private	FL19
OCALA	EARLY BIRD	Private	FA86
OCALA	FLYING DUTCHMAN RANCH	Private	FD29
OCALA	JUMBOLAIR	Private	17FL
OCALA	MC GINLEY	Private	FL61
OCALA	OCALA INTL-JIM TAYLOR FLD	Public	OCF
OCALA	ORMC TRAUMA CENTER	Private	3FD1

OCALA	SHADY INTL	Private	FA49
OCALA	SHERIFF'S NORTH MULTI DISTRICT OFFICE	Public	1FL6
OCALA	SHERIFF'S OPERATION CENTER	Public	3FL3
OCALA	SHERIFF'S SOUTH MULTI DISTRICT OFFICE	Public	FL68
OCALA/BELLEVIEW	LEEWARD AIR RANCH	Private	FD04
OKLAWAHA	WOODS AND LAKES AIRPARK	Private	FA38
ORANGE SPRINGS	PATCH O BLUE	Private	FD02
REDDICK	WINGS-N-WHEELS	Private	FA50
WEIRSDALE	HOBBY HILL	Private	2FD1
WEIRSDALE	LOVE FLD	Private	97FL

Highway Facilities

Table VII-8. Marion County Highway Facilities			
Name	**Owner**	**Length**	**Type**
Sw 60th Ave		1.969196	Unknown
Sw 60th Ave		0.8257987	Rural Minor Arterial
C326		3.316925	Rural Minor Arterial
C326		3.233844	Unknown
U441		10.30713	Rural Principal Arterial
U441		8.581203	Rural Principal Arterial
U301	State Highway Agency	8.660818	Rural Principal Arterial
U27		4.223543	Urban Principal Arterial
I75	State Highway Agency	0.3702762	Urban Interstate
S40	State Highway Agency	0.1556781	Rural Principal Arterial
S19		24.89587	Rural Minor Arterial
S40	State Highway Agency	34.26529	Rural Principal Arterial
S19		0.4227517	Rural Minor Arterial
U301		1.611026	Rural Principal Arterial
S326	County Highway Agency	0.8307849	Rural Principal Arterial
C326	State Highway Agency	1.818772	Urban Minor Arterial
C326	State Highway Agency	0.9934766	Urban Minor Arterial
C326	State Highway Agency	7.477028	Rural Minor Arterial
C326	State Highway Agency	1.446088	Urban Minor Arterial
Nw 70th St		1.472152	Unknown
I75	State Highway Agency	1.181602	Urban Interstate
S40		0.3606153	Urban Principal Arterial
C42		11.57793	Unknown
C35		0.506098	Rural Principal Arterial
U27		7.846969	Rural Principal Arterial
U27		0.4167731	Rural Principal Arterial
C40		1.584806	Unknown
S200		9.485158	Rural Principal Arterial
U27		1.218197	Rural Principal Arterial
Se Maricamp Rd		2.477338	Unknown
C25		1.194177	Rural Principal Arterial
I75	State Highway Agency	0.4546244	Rural Interstate
C484		0.372114	Rural Minor Arterial
U301		2.306276	Urban Principal Arterial
C315		35.38927	Unknown
S40	State Highway Agency	1.711427	Rural Principal Arterial
U301		3.131317	Urban Principal Arterial
Gainesville Rd		0.7774845	Urban Principal Arterial
C314		6.390356	Rural Minor Arterial
S40	State Highway Agency	3.990294	Rural Principal Arterial
S329		11.76745	Rural Minor Arterial
C336		2.480435	Unknown
C35		6.751422	Rural Minor Arterial
S329		3.213621	Rural Minor Arterial
S19		2.846574	Rural Minor Arterial
U301	State Highway Agency	7.429595	Rural Principal Arterial
S329		0.8270703	Rural Minor Arterial
U27	State Highway Agency	10.9538	Rural Principal Arterial
U27		1.128757	Urban Principal Arterial
U41		11.4024	Rural Minor Arterial

U41		7.306502	Rural Minor Arterial
C40		6.802087	Unknown
C484		17.47515	Rural Minor Arterial
U41		0.5119864	Rural Minor Arterial
U27		0.8560318	Urban Principal Arterial
U27	State Highway Agency	0.2832178	Urban Principal Arterial
U27		0.3144089	Urban Principal Arterial
I75	State Highway Agency	0.4749639	Urban Interstate
C450		3.592716	Unknown
C25		2.48866	Unknown
U301		10.90252	Rural Principal Arterial
U27		12.35187	Rural Principal Arterial
I75	State Highway Agency	0.5124583	Rural Interstate
I75	State Highway Agency	0.5809954	Urban Interstate
Se 110th St		1.036138	Rural Principal Arterial
Se Maricamp Rd		2.047772	Rural Minor Arterial
Se Maricamp Rd		0.984016	Rural Minor Arterial
S464		1.877766	Rural Minor Arterial
Se Maricamp Rd		2.414919	Rural Minor Arterial
Se 17th St		3.335691	Unknown
U301	State Highway Agency	3.832807	Rural Principal Arterial
C314		22.66171	Unknown
S40		2.985886	Urban Minor Arterial
U27		0.08625149	Urban Principal Arterial
U27		0.7892577	Urban Principal Arterial
S200		3.691643	Rural Principal Arterial
Sw 60th Ave		4.853933	Rural Minor Arterial
U27		7.919358	Urban Principal Arterial
S40		21.69802	Rural Minor Arterial
S200		9.677535	Rural Principal Arterial
C42		16.53655	Unknown
Nw 60th Ave		1.948164	Rural Minor Arterial
Nw 60th Ave		1.992345	Rural Minor Arterial
Se Maricamp Rd		9.101056	Rural Minor Arterial
I75	State Highway Agency	0.5273901	Urban Interstate
S40		3.953923	Urban Principal Arterial
S40		2.966739	Urban Principal Arterial
S40		11.66976	Urban Principal Arterial
S326	State Highway Agency	2.812465	Rural Minor Arterial
S40		0.3613723	Urban Principal Arterial
I75	State Highway Agency	0.5788867	Urban Interstate
S200		5.278409	Urban Principal Arterial
I75	State Highway Agency	1.026185	Urban Interstate
S200		0.7866506	Urban Principal Arterial
I75	State Highway Agency	2.876539	Urban Interstate
U27	State Highway Agency	14.21763	Rural Principal Arterial
U27	State Highway Agency	3.409841	Rural Principal Arterial
C25		9.693903	Unknown
C25		1.452847	Unknown
C25		8.633677	Unknown
Baseline Rd		2.037417	Rural Minor Arterial
Se Maricamp Rd		3.826906	Unknown
I75	State Highway Agency	5.479926	Rural Interstate
C326		14.11063	Rural Minor Arterial

I75	State Highway Agency	25.65214	Rural Interstate
S326	State Highway Agency	0.3754583	Rural Minor Arterial
I75	State Highway Agency	0.4802522	Rural Interstate
C326		0.3760335	Rural Minor Arterial
I75	State Highway Agency	0.4558333	Rural Interstate
S200		0.3787254	Urban Principal Arterial
I75	State Highway Agency	0.5073485	Urban Interstate
S200		0.3879254	Urban Principal Arterial
I75	State Highway Agency	0.532934	Urban Interstate
C484		12.45956	Rural Minor Arterial
I75	State Highway Agency	7.529012	Rural Interstate
C484		14.45626	Rural Minor Arterial
I75	State Highway Agency	12.45406	Rural Interstate
C484		0.3594722	Rural Minor Arterial
C326	State Highway Agency	1.899198	Rural Minor Arterial
C326	State Highway Agency	1.899198	Rural Minor Arterial
U301	State Highway Agency	0.8076597	Rural Principal Arterial
U301	State Highway Agency	0.8076597	Rural Principal Arterial

Bridge Facilities

Table VII-9. Marion County Bridge Facilities	
Name	**Owner**
CR 42	Marion County
I-75	FDOT
I-75	FDOT
US 41 (SR 45)	FDOT
CR 484	Marion County
Blue Cove Drive	City of Dunnellon
Blue Cove Drive	City of Dunnellon
US 441	FDOT
CR 464	Marion County
SW 66th Street	FDOT
SE 137th Ave Road	Marion County
I-75 (SR 93)	FDOT
I-75 (SR 93)	FDOT
SR 200	FDOT
SR 200	FDOT
I-75 (SR 93)	FDOT
I-75 (SR 93)	FDOT
C.R. 314	Marion County
US 441	FDOT
SR 492	FDOT
SR 492	FDOT
US 441	FDOT
I-75 (SR 93)	FDOT

I-75 (SR 93)	FDOT
SR 19	FDOT
SR 40	FDOT
NE 145th Ave Road	Marion County
NW 63 Street	FDOT
I-75 (SR 93)	FDOT
I-75 (SR 93)	FDOT
NW 100th Street	FDOT
SR 40	FDOT
NE 105th Street	Marion County
CR 25A	Marion County
NW 120th Street	FDOT
US 441	FDOT
I-75 (SR 93)	FDOT
I-75 (SR 93)	FDOT
CR 316	FDOT
CR 316	Marion County
CR 315	Marion County
US 441	FDOT
US 441	FDOT
NE 148th Terrace Rd	Marion County
I-75 (SR 93)	FDOT
I-75 (SR 93)	FDOT
CR 315	Marion County
I-75 (SR 93)	FDOT
I-75 (SR 93)	FDOT
CR 320	FDOT

Rail Facilities

Table VII-10. Marion County Railway Facilities

Railway Segment Id	Owner	Length
FI000827	FNOR	0.2299484
FI001502	FNOR	7.508278
FI001503	FNOR	0.5829006
FI001504	FNOR	0.2621745
FI001505	FNOR	1.623427
FI001506	FNOR	0.8868526
FI001507	FNOR	0.2192504
FI001508	FNOR	0.2337454
FI001509	FNOR	0.2925448
FI001510	FNOR	7.687151
FI001511	FNOR	12.76381
FI001512	FNOR	0.6339239
FI001513	FNOR	0.1296391
FI001514	FNOR	2.026971
FI001515	CSXT	0.5001339

Fl001516	CSXT	12.04849
Fl001517	CSXT	16.64683
Fl001518	FNOR	0.7636141
Fl001519	FNOR	0.847017
Fl001520	FNOR	0.09713368
Fl001521	FNOR	0.1447862
Fl001522	CSXT	0.10776
Fl001523	FNOR	0.4623752
Fl001524	FNOR	0.300481
Fl001525	CSXT	0.4133642
Fl001526	CSXT	14.33104
Fl001527	FNOR	6.456421
Fl001528	CSXT	9.303665
Fl001529	FNOR	0.4349523
Fl001530	FNOR	4.39315
Fl001531	FNOR	0.3063336
Fl001532	FNOR	5.270461
Fl001606	FNOR	0.274722
Fl001607	CSXT	0.3291693
Fl001608	CSXT	0.1803837
Fl001609	FNOR	1.080441
Fl001610	FNOR	8.409599
Fl001611	CSXT	9.489729

Rail Bridges

Table VII-11 Marion County Railway Bridges

Railway Bridge Id	Name	Latitude	Longitude
Fl000006	SCLRR	29.16167	-82.13333

Law Enforcement and Fire

Table VII-12. Marion County Fire Stations			
Station	**Name**	**City**	**Type**
1	Anthony	Ocala	Combination
2	Citra	Citra	Combination
3	City Of Dunnellon	Dunnellon	Combination
4	East Marion	Silver Springs	Career
5	Florida Highlands	Dunnellon	Volunteer
6	South Forest	Umatilla	Volunteer
7	Fort Mccoy	Fort Mccoy	Career
8	Hog Valley	Fort Mccoy	Volunteer
9	Orange Lake	Reddick	Career
10	The Villages Of Marion	Villages Of Marion	Career
11	North Marion	Reddick	Career
12	Meadowood Farms	Ocala	Combination
13	Orange Springs	Fort Mccoy	Career
14	Rainbow Lakes Estates	Dunnellon	Volunteer
15	Salt Springs	Salt Springs	Combination
16	Shady	Ocala	Career
17	Silver Springs Shores	Ocala	Career
18	Belleview	Bellview	Career
19	Sparr	Citra	Career
20	Golden Ocala	Ocala	Combination
21	Friendship	Ocala	Combination
22	Rainbow Springs	Dunnellon	Career
23	Pedro	Summerfield	Volunteer
24	Marion Oaks	Ocala	Combination
25	Lake Tropicana	Dunnellon	Volunteer
26	Electra	Ocklawaha	Volunteer
27	Weirsdale	Weirsdale	Career
28	Rolling Greens	Ocala	Career
29	Rolling Woods	Umatilla	Volunteer
30	Spruce Creek	Summerfield	Career
32	Liberty	Ocala	Career

Table VII-13. Marion County Police Stations	
Name	**City**
Belleview Police Dept Headquarters	Belleview
Citrus County Sheriff	Dunnellon
Marion County Sheriff Dunnellon District	Dunnellon
Dunnellon Police Dept Headquarters	Dunnellon
Marion County Sheriff Office	Ocala
Marion Co Sherriff Deputy-S Central District	Ocala
Marion County Sheriff North Multi District	Ocala
Marion County Sheriff Marion Oaks Dist.	Ocala
Marion County Sheriff's Department-South	Ocala
Marion County Sheriff Silver Springs Sherriff	Ocala
Ocala Police Department	Ocala
Ocala Police Department	Ocala
Ocala Police Department	Ocala
Marion County Sheriff Headquarters	Ocala
Central Florida Community College Police	Ocala
Ocala Police Department - District 1	Ocala
F.B.I. Ocala Resident Office	Ocala
Marion County Sheriff Silver Springs Di*	Ocala
Marion County Sheriff South Multi Dist.*	Ocala
Ocala Police Department	Ocala
Marion County Sheriff Southwest Dist.	Ocala
Ocala Police Dept Headquarters	Ocala
Ocala Police Department	Ocala
Ocala Police Department	Ocala
Ocala Police Department - Emergency Service	Ocala
Ocala Police Department - Downtown Service	Ocala
Ocala Police Department	Ocala
Ocala Police Department	Ocala
Ocala Police Department - District 2	Ocala
Florida Highway Patrol Troop G	Ocala
Florida Highway Patrol Ocala - Troop B	Ocala
U.S. Customs and Border Protection Port*	Ocala
Ocklawaha Sheriff's Department - Ocklawaha	Ocklawaha
Marion County Sheriff	Reddick

Medical

Medical facilities will be one of the most problematic of all the facilities to evacuate. Presumably people who are residing in the hospital cannot evacuate without assistance. The assistance needed may range from wheelchairs all the way up to cooperative movements with transit agencies for mass evacuations. Therefore, any medical facility needs to have its own protocols for small and mass evacuations in the event it is called upon to evacuate. There are three medical facilities in Marion County: Advent Health, Ocala Regional Medical Center, and West Marion Community Hospital. Because they are inland, they would experience a different type of situation than coastal counties. Inland facilities would be under pressure from the overload of patients arriving from the facilities closer to the coast. Any of the medical facilities in the County may be called upon in a host capacity if a hurricane threatens another region, so having a plan is imperative. The medical facilities in Marion County are shown on Map VII-14 and listed in Appendix F.

Reviewing the Comprehensive Emergency Management Plan provides a list of protocols that will provide the appropriate level of preparedness for critical facilities. Each medical facility should have a list of protocols in case of an emergency including but not limited to staffing, needed equipment, public information, victim identification, etc.

One special area of concern is nursing homes. Some nursing homes may be able to double as medical facilities during a storm, but the quantity of equipment in a nursing home will be much lower than in a hospital. Many of the same protocols as the above medical facilities should be included in a nursing home plan. The major difference is the lack of responsibility to the public. The nursing homes will be most concerned with their current residents and any additional medical supplies they can provide to the hospitals.

Evacuation of childcare facilities also represents a significant challenge in the event of a major disaster. Identifying the location of each provider and the number of children each facility accommodates provides emergency managers with a means to assess the potential risk posed to facilities impacted by a major event. The locations of childcare providers in Marion County are depicted on Map VII-15.

Schools

Most of the time there will be sufficient notice of an oncoming storm, and schools will be closed. Therefore, the location of the schools becomes important primarily for sheltering people who choose not to go to hotels or to the homes of family and friends. Schools are used because of their size and built-in amenities including kitchens, plentiful space and multiple rooms for separation of groups or individuals if necessary. The schools that are set up as shelters will have sufficient supplies for a person to endure a short stay. Those schools that are not opened as shelters may be required to open if the storm or number of individuals seeking shelter is greater than first expected. In such situations they are strictly emergency shelters. Due to the strength and timing of the storm there may not be enough time to supply these additional schools with more than necessities. These additional shelters can include private schools and church schools. Map VII-16 and Table VII-18 provides a listing of schools including their location. This information was obtained from the Marion County School Board.

Table VII-14 Marion County Schools			
Number	**Name**	**Type**	**Location**
71	Anthony	Elementary School	Anthony
91	Belleview	Elementary School	Belleview
661	Belleview High	High School	Belleview
631	Belleview Middle	Middle School	Belleview
101	Belleview-Santos	Elementary School	Belleview
651	College Park	Elementary School	Ocala
311	Dr. N.H. Jones	Elementary School	Ocala
641	Dunnellon	Elementary School	Dunnellon
521	Dunnellon High	High School	Dunnellon
172	Dunnellon Middle	Middle School	Dunnellon
181	East Marion	Elementary School	Silver Springs
191	Eighth Street	Elementary School	Ocala
561	Emerald Shores	Elementary School	Ocala
581	Evergreen	Elementary School	Ocala
32	F.E. Learning Academy	Elementary School	Ocala
211	Fessenden	Elementary School	Ocala
351	Forest High	High School	Ocala
531	Fort McCoy (6-8)	Middle School	Fort McCoy
531	Fort McCoy (K-5)	Elementary School	Fort McCoy
9690	Ft. King Middle	Middle School	Ocala
221	Greenway	Elementary School	Ocala
671	Hammett Bowen	Elementary School	Ocala
711	Harbour View	Elementary School	Summerfield
471	Hillcrest	Middle and High School	Ocala
591	Horizon (gr. 5)	Elementary School	Ocala
721	Horizon (gr. 6-8)	Middle School	Ocala
51	Howard Middle	Middle School	Ocala
9645	Ina A Colen Academy	Elementary School	Ocala
51	Lake Weir High	High School	Ocala
501	Lake Weir Middle	Middle School	Summerfield
281	Legacy	Elementary School	Ocala
741	Liberty Middle	Middle School	Ocala
691	Madison Street	Elementary School	Ocala
291	Maplewood	Elementary School	Ocala

611	Marion Charter School	Elementary School	Ocala
9670	Marion Oaks	Elementary School	Ocala
731	Marion Tech Inst	High School	Ocala
9401	McIntosh Area School	Elementary School	Ocala
9680	North Marion High	High School	Citra
331	North Marion Middle	Middle School	Citra
491	Oakcrest	Elementary School	Ocala
341	Ocala Springs	Elementary School	Ocala
9696	Ocali Charter High	High School	Ocala
9695	Ocali Charter Middle	Middle School	Ocala
541	Osceola Middle	Middle School	Ocala
361	Reddick-Collier	Elementary School	Reddick
162	Romeo	Elementary School	Dunnellon
621	Saddlewood	Elementary School	Ocala
681	Shady Hill	Elementary School	Ocala
551	South Ocala	Elementary School	Ocala
391	Sparr	Elementary School	Sparr
381	Stanton-Weirsdale	Elementary School	Weirsdale
401	Sunrise	Elementary School	Ocala
571	Vanguard High	High School	Ocala
461	Ward-Highlands	Elementary School	Ocala
251	West Port	High School	Ocala
701	Wyomina Park	Elementary School	Ocala

Sensitive Facilities

Other sensitive facilities and sites may pose a potential danger to the public. Items of the biggest concern in Marion County range from the evacuation of schools and day care centers to the limitations of allowing re-entry of persons into neighborhoods with unknown contaminants. The descriptions below are provided to allow emergency management a clear picture of the locations of such facilities and potential dangers.

Hazardous Sites

Hazardous sites include, but are not limited to, propane storage facilities, natural gas pipeline terminals, fuel storage facilities and tank farms. Each of these items can become extremely dangerous in a hurricane. Often propane tanks or fuel oil tanks are not secured in a hurricane proof fashion because they are not permanent structures. In the case that the structure is a facility versus a tank there is a higher level of risk as well as protection. Identifying locations of these sites will assist the safe re-entry into the area after

a storm has passed. Additionally, it can help before a storm by indicating where a mitigation Strategy should be implemented.

Sabal Trail Pipeline - The Sabal Trail underground natural gas pipeline project originates in Alabama, stretches through Georgia and terminates in Florida and is approximately 515 miles in length. Marion County houses approximately 33 miles of natural gas pipeline and one compressor station located near Dunnellon.

Storage Tanks

Information on locations of facilities that have storage tanks either above ground or below ground is required by several government agencies. From this standpoint, finding the most up-to-date and accurate source of this data is important. The Florida Department of Environmental Protection maintains a database that allows the user to download spreadsheets listing the storage tanks by county. These storage tanks are important to emergency management regarding the substances contained. If any of these tanks with hazardous waste are damaged in a hurricane, the effects on the population can last longer than general cleanup of debris. These contaminants must be contained as soon as possible for emergency managers to re-enter an area. If the contaminants are allowed to leak for long periods of time the groundwater can be affected, which can further damage the water supply, environment and wildlife.

Hazardous Waste Generating Facilities

Each county has a Hazards Analysis program, which includes a database of facilities that are responsible for hazardous materials. These facilities are classified as small quantity and large quantity generators. The number of generating facilities varies from county to county based on the land uses allowed by the counties. Counties with higher levels of industrial, agricultural and commercial land uses will normally have a greater number of hazardous generating facilities. The Marion County Hazardous Materials Facilities are shown on Map VII-1 and listed in Appendix C.

Institutional Populations

The other institutions that require special care may include prisons or detention centers. Marion County has three sensitive institutions that have restrictions on the residents entering and leaving the facility. These include the Lowell Women's Prison, Marion Correctional Institution and the Marion County Jail.

Electrical Generating Facilities

Electrical generating facilities are critical due to the many functions that rely on an electrical power supply and the widespread use of electrical appliances by the populous. These facilities, if damaged, can cause power outages. Loss of power to a public service is more detrimental than a simple lack of electricity to a home. If a hospital, police, emergency management or any other public service loses electricity the ability to provide emergency services is extremely limited. Any medical or emergency service should have a listing of backup sources of power.

The Comprehensive Emergency Management Plan provides a list of protocols that will provide the appropriate level of preparedness for critical facilities. Each energy facility should have a list of protocols in case of an emergency including but not limited to:

- Support agencies providing information, equipment, labor, fuel and repair
- Transportation of fuel or other emergency supplies
- Assess energy supply and demands in restoring systems – on a prioritized allocation method
- Setting up a system to process requests for fuel or power assistance

Mobile Home Parks

Another vulnerable population in any category of storm are residents of mobile home parks. Mobile home structures have a high risk for destruction in a hurricane if erected in wind or flood vulnerability areas. Mobile home residents, due to a lack of structural support, are usually encouraged to evacuate residents of site-built homes and businesses. Because of their early evacuation, the transportation analysis will consider the effect these residents have on the general process. The mobile home parks definition used for this document is the areas that have permanent residents, not including RV seasonal residents. The assumption is made that those residents who are mobile will, in fact, leave the area before the storm approaches. Map VII-17 and Appendix H provide a listing of the mobile home parks in Marion County, obtained from the Marion County Environmental Health Department.

Vulnerability by Jurisdiction

Due to the unpredictable nature of natural disasters, several areas in the County may experience impacts from a hazard event while other areas may experience minimal or no impacts. Therefore, understanding the vulnerability of any location in Marion County is extremely important. Vulnerability was assessed for each hazard and jurisdiction.

Assessment Methodology

The vulnerability assessment was conducted utilizing a Geographic Information System (GIS)- based analysis methodology. The results of the vulnerability assessment are provided for each hazard listed below. A GIS-based analysis was conducted for nine hazards: Hurricane and Tropical Storm; Drought; Extreme Heat; Flood; Tornado; Severe Winter Storm; Riverine Erosion; Sinkhole; And Wildfire.

For the GIS-based assessment, digital data was collected from local, state and national sources. ESRI® ArcGIS™ 9.3.1 was used to assess risk utilizing digital data including local tax records for individual parcels and georeferenced point locations for hazard events. Using these data layers, risk was assessed by estimating the assessed building value associated with parcels determined to be in identified hazard areas. HAZUS-MH was also used to model hurricane force winds and estimate potential losses.

The objective of the GIS-based analysis was to determine the estimated vulnerability of people and buildings to the identified hazards for Marion County using best available geospatial data. In so doing, local databases made available through Marion County such as local tax assessor records and parcel boundaries, were used in combination with digital hazard data. The results of the analysis provided an estimated number of people, as well as the numbers and values of buildings determined to be potentially at risk to those hazards with delineable geographic hazard boundaries.

Table VII-15 Multi-Jurisdictional Vulnerability Assessment Matrix

Marion County Identified Narural Hazards	Unincorporated Area	Ocala	Belleview	Dunnellon	Reddick	McIntosh
Drought	Low	Low	Low	Low	Low	Low
Flood	Medium	Low	Low	Medium	Low	Low
Riverine Erosion	Minimal	Low	Low	Minimal	Low	Low
Tornado	High	High	High	High	High	High
Hurricane	High	High	High	High	High	High
Wildfire	High	High	High	High	High	High
Extreme Heat	Low	Low	Low	Low	Low	Low
Sinkholes	Medium	High	High	High	Low	Low
Severe Winter Storm	Low	Low	Low	Low	Low	Low

High -1 event recorded per 1-4 years
Medium- 1 Event recorded per 5-9
Low- 1 Event recorded per 10+ years.

Vulnerability Assessment Matrix

Riverine erosion

Exposure to riverine erosion remains limited primarily to properties adjacent to the Ocklawaha River and smaller tributaries. Although the number of improved parcels near the river is modest, the increased property valuation results in nearly **±$1.05 billion** in potential exposure. The estimated **2,500 individuals** at risk represent less than 1% of the county's total population, confirming localized vulnerability.

Table VII-16. Vulnerability Assessment: Riverine Erosion		
Improved Parcels within 25' of Riverbank	Exposure (Total Improved Value of Parcels)	Potential Number of Individuals t Risk (2.6 PPH)
± 1,033	± 1,052,640,000	± 2,691

Derived using proportional increase in 2025 exposure values and household density (2.6 PPH).

Sinkholes

Sinkhole risk continues to pose a moderate hazard countywide, particularly in areas underlain by shallow limestone formations. The 2025 data indicate approximately **±2,700 improved parcels** within 200 feet of known sinkholes, with a combined exposure value of roughly **±$1.27 billion**. Based on average household size, approximately **±7,070 individuals** could be directly affected in the event of sinkhole expansion or collapse.

Table VII-17 Vulnerability Assessment: Sinkholes		
Improved Parcels within 200' of an existing Sinkhole	**Exposure (Total Improved Value of Parcels)**	**Potential Number of Individuals at Risk (2.6 PPH)**
± 2,707	± 1,271,000,000	± 7,070

The most potentially dangerous geologic formation for the creation of sinkholes is the location of limestone near the surface. Every type of structure is vulnerable to sinkhole formation in the County. Structures located in the Area III portion of Map VII-18 and structures located approximate to an existing sinkhole are at greater risk regardless of the type of structure. In Map VII-18 and Map VII-19 a visual reference can be seen of both the geologic formation and the existing known sinkholes, respectively. The sinkholes that are known are mainly discovered and recorded by visual references. The known sinkholes for Marion County are presented in Appendix B.

Hurricanes and Tropical Storms

Between 1851 and 2025 approximately one hundred hurricanes of Category 1 to 5 passed within one hundred miles of the Withlacoochee Region. With a minimal history of storms directly hitting the area and a coastline with a small population, the mathematical probabilities of hurricane damage and evacuation are limited. The Withlacoochee Region has been relatively safe from direct hits but storms hitting close to the region are similar to direct hits regarding shelter strategies and other infrastructure related responsibilities. Map VII-20 depicts the frequency of hurricane events by County across the State.

Building-Related Losses

The building related losses are broken into two categories: direct property damage losses and business interruption losses. The direct property damage losses are the estimated costs to repair or replace the damage caused to the building and its contents. The business interruption losses are the losses associated with inability to operate a business because of the damage sustained during the hurricane. Business interruption losses also include the temporary living expenses for those people displaced from their homes because of the hurricane.

Table VII-18 illustrates projected building-related economic losses for hurricane events of varying recurrence intervals. The updated analysis shows total economic losses for a 100-year Category 2 hurricane could exceed ±$1.09 billion, reflecting both the increased building inventory and higher structure valuations. Property damage comprises roughly 89% of total losses, while business interruption accounts for about 11%. These projections reinforce the importance of ongoing resilience and mitigation measures throughout Marion County.

Table VII-18 Building-Related Economic Losses (thousands of dollars)					
	Event Type				
	10-Year	20-Year	50-Year	100-Year	500-Year
Property Damage	± 20,632	± 127,357	± 441,271	± 980,367	± 4,945,494
Building Interruption Loss	± 162	± 5,664	± 37,559	± 115,665	± 985,005
Total	± 20,794	± 133,021	± 478,830	± 1,096,032	± 5,930,499

Source: Scaled from Hazus-MH 2021 hurricane loss outputs using 2025 exposure totals (factor 1.86×).

Map VI-1 shows the hurricane tracks from the hurricanes that have directly affected Marion County in the past 150 years. Being prepared is always important regardless of the lack of recent hurricane history because of the vulnerable characteristics of the County.

Tornadoes

From NOAA's storm prediction center http://www.spc.noaa.gov/wcm/#data , historical tornado path data was collected. Tornado path width can vary dramatically making it difficult to precisely identify areas at risk for tornado damage. The average width of tornado paths in Florida is approximately 58'. For the purposes of the vulnerability assessment, improved parcels within 1,000' of a historical path were included in the analysis.

Table VII-19 Vulnerability Assessment: Tornadoes		
Improved parcels within 1,000' of a Historical Tornado Path	**Exposure (Total Improved Value of Parcels)**	**Potential Number of Individuals at Risk (2.32PPH)**
± 23,794	± 4,912,740,000	± 62,013

Tornado risk remains high across Marion County due to the frequency of past events and the dispersed nature of development. Updated 2025 exposure estimates indicate nearly ±23,800 improved parcels located within 1,000 feet of historical tornado paths. The total improved parcel value exceeds ±$4.9 billion, with an estimated ±62,000 residents potentially exposed to tornado-related impacts.

Floods

Minor flooding occurs every year in Marion County. As seen in the updated FIRM FEMA Flood Maps and Repetitive Loss List data some areas of the County are more susceptible to future flooding. Any structure type that is located within a flood zone and is not elevated or is not protected by levees, beams, or floodwalls is vulnerable to flood damage.

Table VII-20. Vulnerability Assessment: Flooding			
Jurisdiction	**Improved Parcels within a FIRM Type "A" or "AE" Flood Zone**	**Exposure (Total Improved Value of Parcels)**	**Potential Number of Individuals at Risk (2.4PPH)**
Ocala	±4,137	±3,786,869,020	±5,421
McIntosh	±20	±4,970,918	±36
Belleview	±538	±152,330,487	±941
Dunnellon	±589	±269,206,182	±778
Reddick	0	0	0
Unincorporated	±26,143	±9,416,132,318	±27,029

Flooding can produce widespread impacts in both rural and urban areas. Any type of agricultural, commercial, or residential development located in a floodplain is vulnerable to flooding. Increasing urbanization in some areas enhances the threat of flooding where drainage systems cannot cope with the increased input of stormwater runoff. In rural areas, property damage caused by flooding can be devastating to farmers. When flooding occurs during the growing season, farmers can suffer widespread crop loss. In some cases, there may be an opportunity for a second planting of a less profitable crop. Livestock farmers may lose livestock if they are unable to find safety from rising floodwaters. This threat is primarily associated with flash flooding.

Wildfires

The entire county is at risk for wildfire. With Reddick, McIntosh, and Dunnellon at the highest risk for potentially damaged jurisdictions. Unincorporated areas within Marion County such as the Florida Highlands, Lake Tropicana, Marion Oaks, Orange Springs and Silver Springs Shores are also vulnerable due to their close proximity to naturally forested lands.

Table VII-21. Vulnerability Assessment: Wildfires		
Total Estimated Number of Improved Parcels	**Total Improved Value of Parcels**	**Potential Number of Individuals at Risk (2.6PPH)**
±183,786	±$49,218,857,973	±448,848

Drought

The primary agricultural products in the County are crops and livestock, which tend to be somewhat more resilient to drought conditions than vegetable crops. However, any period of drought or extreme heat can

have a detrimental impact on the County's agricultural sector. While no prolonged droughts have been recorded, numerous seasonal droughts have occurred over the years. Drought conditions primarily affect farming and agricultural production. For the purposes of this drought vulnerability assessment, parcels identified as bona fide farming operations were included in the analysis.

Table VII-22. Vulnerability Assessment: Drought	
Total Estimated Number of potential Parcel Farms	**Total Land Value of Parcels**
± 6,870	± $1,123,961,796

Extreme Heat

Extreme heat can have several deleterious effects on the human body. These include in order of increasing severity, sunburn, heat cramps, heat exhaustion, and heat stroke. In addition to the effects on Individual's, various sectors of the agriculture community are affected by extreme heat. Livestock, such as rabbits and poultry, are severely impacted by heat waves. Millions of birds have been lost during heat waves. Milk production and cattle reproduction also decreases during heat waves. Also, the electric transmission system is impacted when power lines sag in high temperatures. The combination of extreme heat and the added demand for electricity to run air conditioning causes transmission line temperatures to rise.

Table 7-23 Vulnerability Assessment: Extreme Heat		
Total Estimated Number Of Improved Parcels	**Total Improved Value Of Parcels**	**Potential Number of Individuals at Risk (2.6PPH)**
±183,786	±$49,218,857,973	±448,848

Severe Winter Storms

Freezes in Marion County generally affect seasonal vegetable crops more significantly than timber crops or livestock, which tend to be more resistant. While the county occasionally experiences hard freezes dipping well below 32°F, most freezing events hover around that threshold. The entire county is considered vulnerable to severe winter storms and associated impacts.

Table 7-24. Vulnerability Assessment: Severe Winter Storm		
Total Estimated Number of Improved Parcels	**Total Improved Value of Parcels**	**Potential Number of Individuals at Risk (2.6PPH)**
±183,786	**±$49,218,857,973**	**±448,848**

Man Made Hazards

Hazardous sites can include, but are not limited to, propane storage facilities, natural gas pipeline terminals, fuel storage facilities and tank farms. All these items can become extremely dangerous in a hurricane. Often propane tanks or fuel oil tanks are not secured in a hurricane proof fashion because they are not permanent structures. In the case that the structure is a facility versus a tank there is a higher level of risk as well as protection. Identifying the location of these sites will assist the safe reentry into the area after a storm has passed. In addition, it can help before a storm by indicating where a mitigation strategy should be implemented.

Repetitive Loss Properties

Flood losses for Marion County are shown in Table VII-25. Additionally, Table VII-26 includes properties that have experienced repetitive losses due to flooding. Marion County has experienced relatively few flooding events and as Table VII-32 indicates, there are few properties at risk of ongoing flood damage. However, the history of various flooding events in the state shows a much greater potential for losses. Dense populations of Marion County are not particularly vulnerable to flooding therefore flood damage costs are expected to be significantly lower than a statewide average would assume.

VII-25. Flood Loss Statistics by Jurisdiction 01/01/1978 - 07/31/2024

Community Name	Total Losses	Closed Losses	Open Losses	CWOP Losses	Total Payments
City Of Ocala	23	18	0	5	223,813.80
City Of Dunnellon	6	3	0	3	11,310.19

Source: National Flood Insurance Program Statistics, which did not differentiate structure type in the data set.

Table VII-26. Repetitive Loss Properties Data 2026									
Mitigated	Insured	City	Occupancy	Zone	Firm	Total Building Payment	Total Contents Payment	Number of Losses	Total Paid
No	No	Salt Springs	Singly Family	A	N	44,025.67	0	2	44,025.67
No	Yes	Ocala	Single Family	C	Y	252,529.71	11100	3	263,629.71
No	No	Citra	Single Family	A	Y	17,388.65	0	2	17,388.65
No	No	Ocala	Single Family	C	Y	12,476.48	0	2	12,476.48
No	Yes	Ocala	Single Family	X	Y	164,237.93	107,280.54	2	271,518.47
No	No	Reddick	Single Family	X	Y	223,574.64	105,936.77	2	329,511.41
No	Yes	Reddick	Single Family	X	Y	135,639.55	56,553.45	3	192,193
No	Yes	Reddick	Single Family	AE	N	14,355.50	0	4	14,355.50

Source: Marion County Growth Services Department, 2026. Countywide reported loss properties based on Base Flood Elevation.

Future Development

The vulnerability of future development is hard to determine. Marion County has maintained its agriculture nature for some time. With the onset of development in the counties south of Marion there will be plenty of growth occurring in the coming years. Looking at the population projections below, the explosion of the population is very evident. If the numbers remain accurate there will be an ever-increased need for mitigation of potential hazards. Refer to Table VII-27, Projected Population, 2022-2050.

Table VII-27 Projected Population 2022-2050 Marion County							
County	Population Estimate	Projections for April 1, 2022					
	4/1/2022	2025	2030	2035	2040	2045	2050
MARION	391,983						
Low		385,500	392,900	394,700	392,100	387,600	382,700
Medium		410,100	436,600	457,600	473,900	487,600	500,300
High		434,700	480,200	520,600	555,600	587,500	617,900

Source: BEBR Population Projection for Marion County

Looking at the trends in population growth determination of the effect these growth trends and population expansions are creating needs to be quantified. Below is a table showing the municipalities and the unincorporated area of the county's growth and its effect on disasters. The information is directly linked to growth. The parts of the community that are experiencing very little growth do not have the same concerns over "future development".

The ratings are High (H), Medium (M) and Low (L). The value of H indicates a disaster requiring an extensive amount of mitigation. The value of M indicates where there may be some extra incidents due to the growth trend, but not an excessive need for mitigation. Finally, L means that an increase in population and development trends will have little to no effect on the detrimental aspects of that hazard. The predictions imply that there will be growth primarily in Ocala and the unincorporated areas of the County. It is difficult to measure precisely where people will be living in unincorporated areas. With that in mind the information is primarily limited to the jurisdictions.

Looking now at what already exists in the County, a clearer picture of the potential damage to buildings, human populations and the areas most in need of mitigation projects becomes apparent.

The Future Land Use Map for the County is displayed in Map VII-21. This map is the most up to date data and includes land use information for Marion County and the incorporated jurisdictions. It is clear from this map that most of the land remains in rural, agriculture and conservation land uses. The populations are relatively compact regarding land use ratios. As discussed in a previous question, a chart was developed to indicate which jurisdiction has the highest potential for damage from any one hazard. Therefore, if future development is to occur in or near the existing jurisdiction an effort to address the specific hazard needs to be made.

Table VII-28. Marion County Hazard Effect on Potential Growth									
Jurisdiction	Hazard Type								
	Riverine Erosion	Sinkhole	Hurricane/ Tropical Storm	Tornado	Flood	Wildfire	Extreme Heat	Drought	Winter Storm
Belleview	L	M	L	M	L	L	L	L	L
Dunnellon	H	L	H	M	H	L	L	L	L
McIntosh	L	M	L	L	L	L	L	L	L
Ocala	L	H	M	M	L	L	L	L	L
Reddick	L	M	L	L	L	L	L	L	L
Unincorporated County	M	H	H	M	M	M	M	M	L

MAPS

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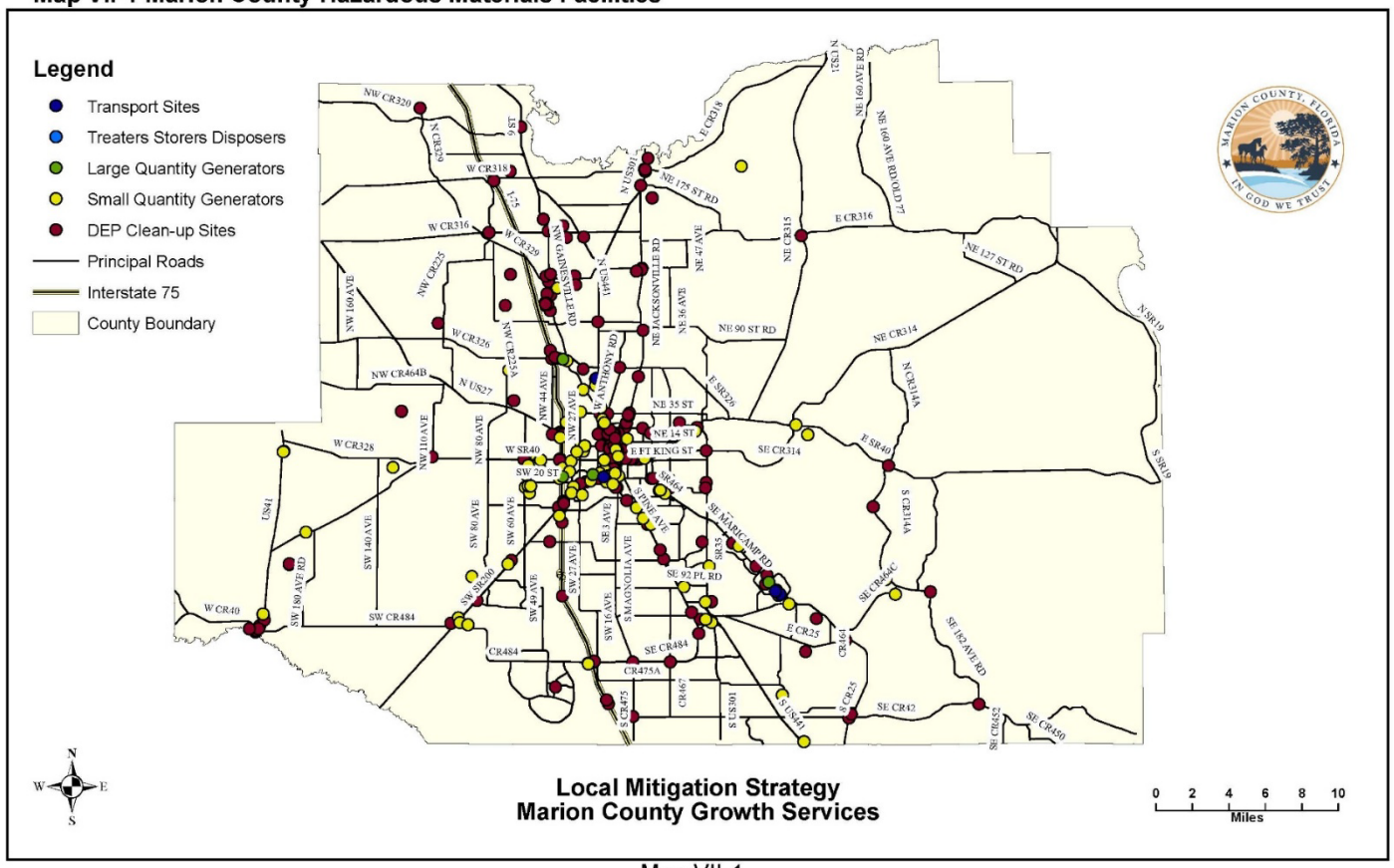
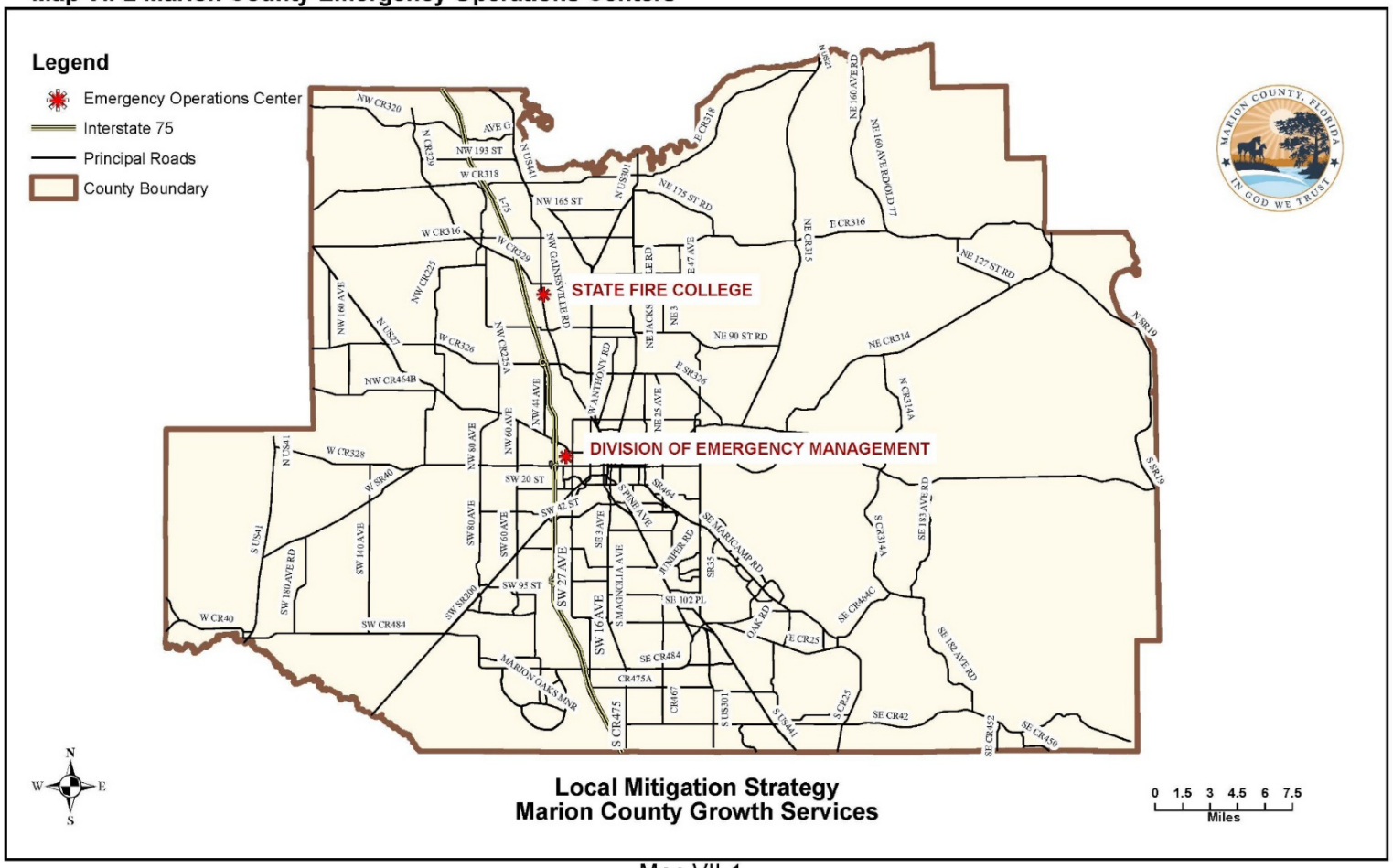
Map VII-1 Marion County Hazardous Materials Facilities



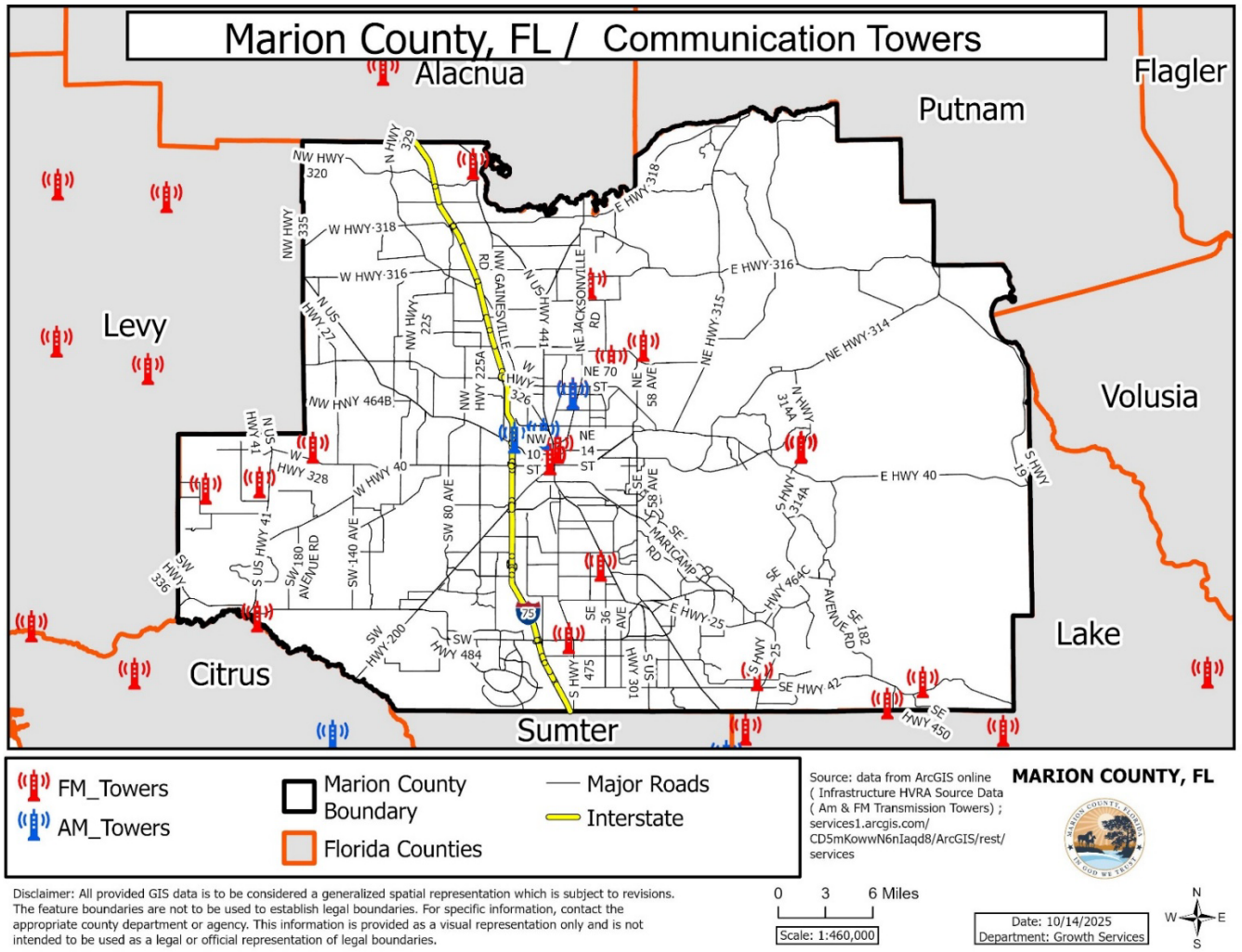
Map VII-1

Map VII-2 Marion County Emergency Operations Centers

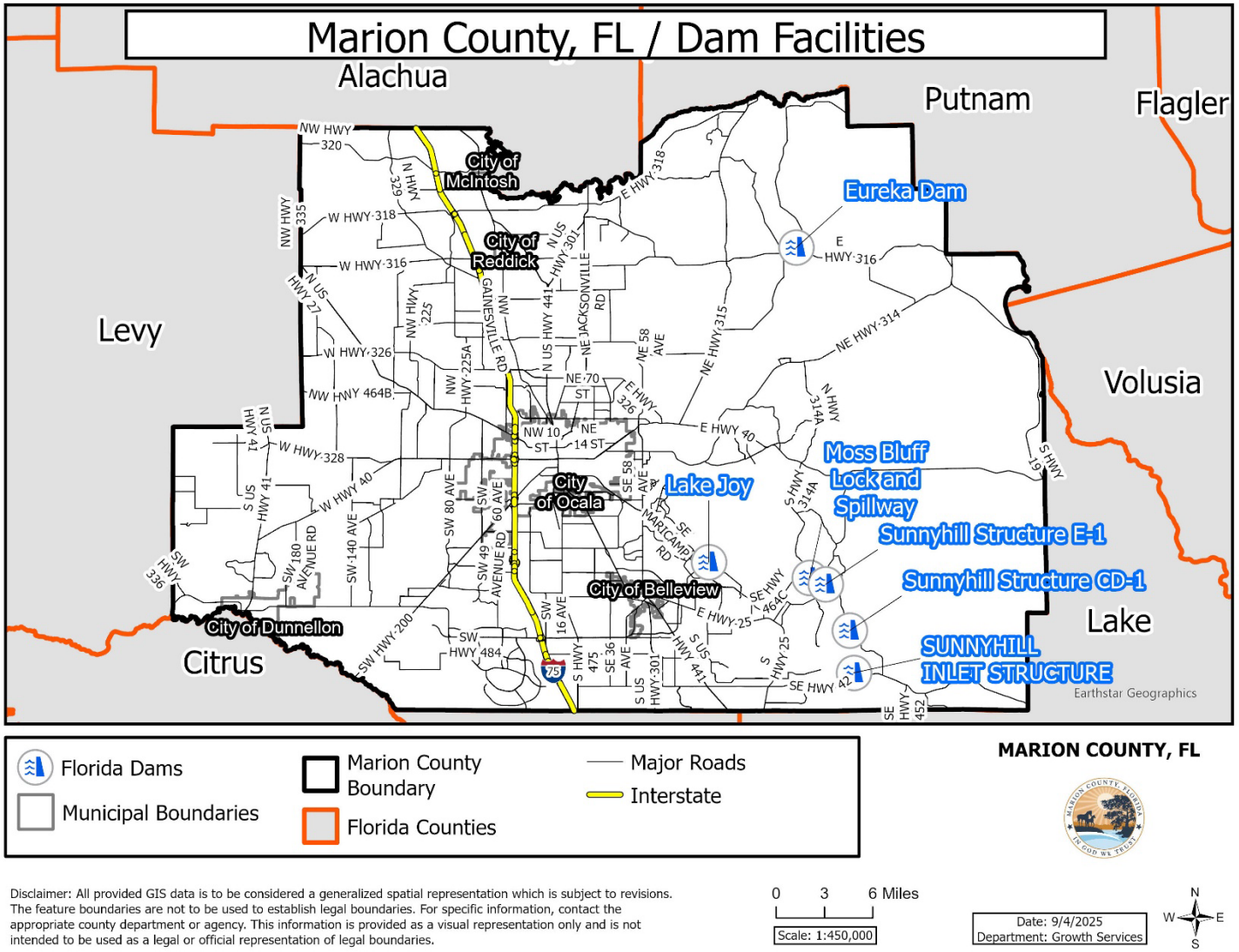


Map VII-1

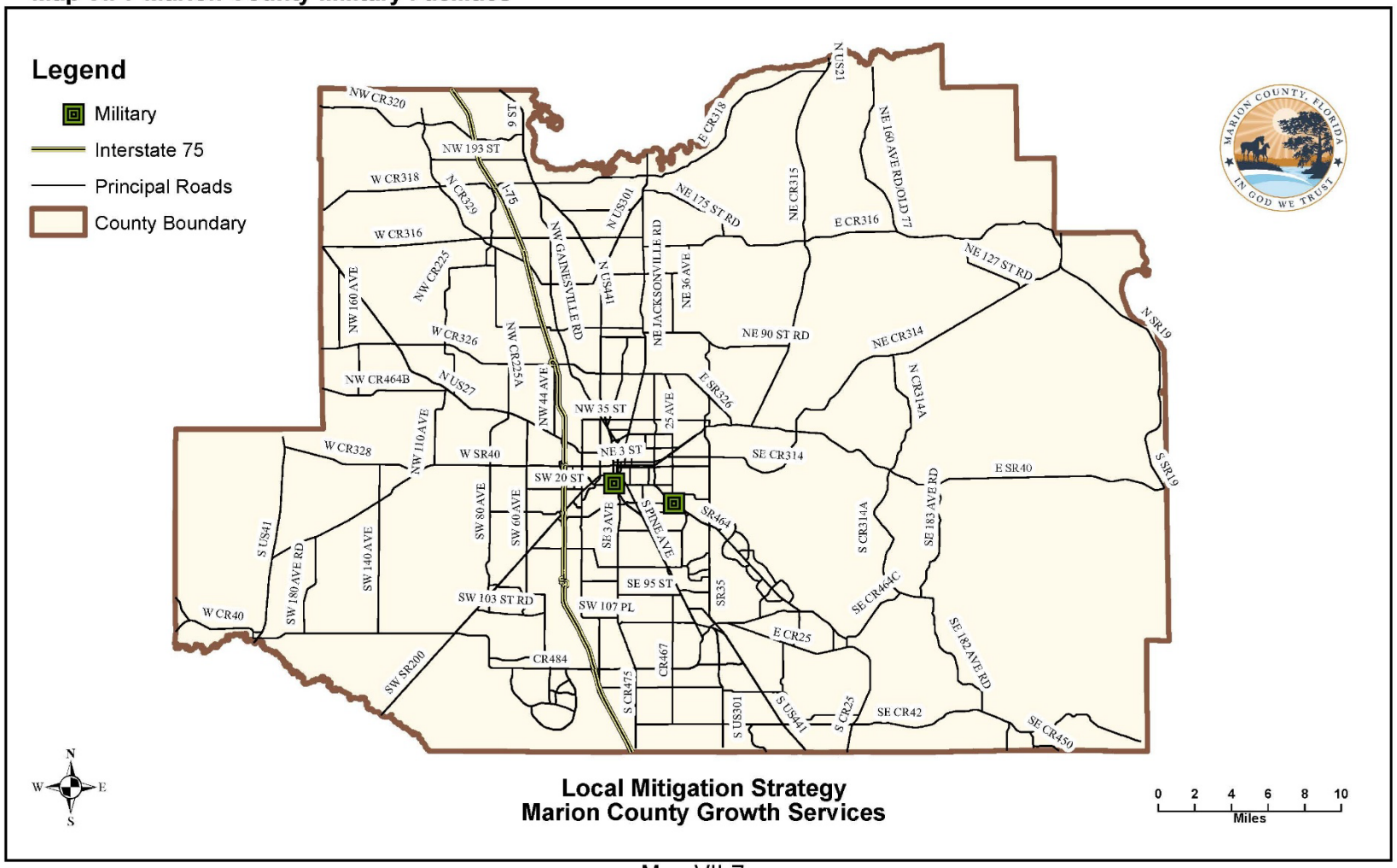
Map VII-3 Marion County Communications Facilities



Map VII-6 Marion County Dam Facilities

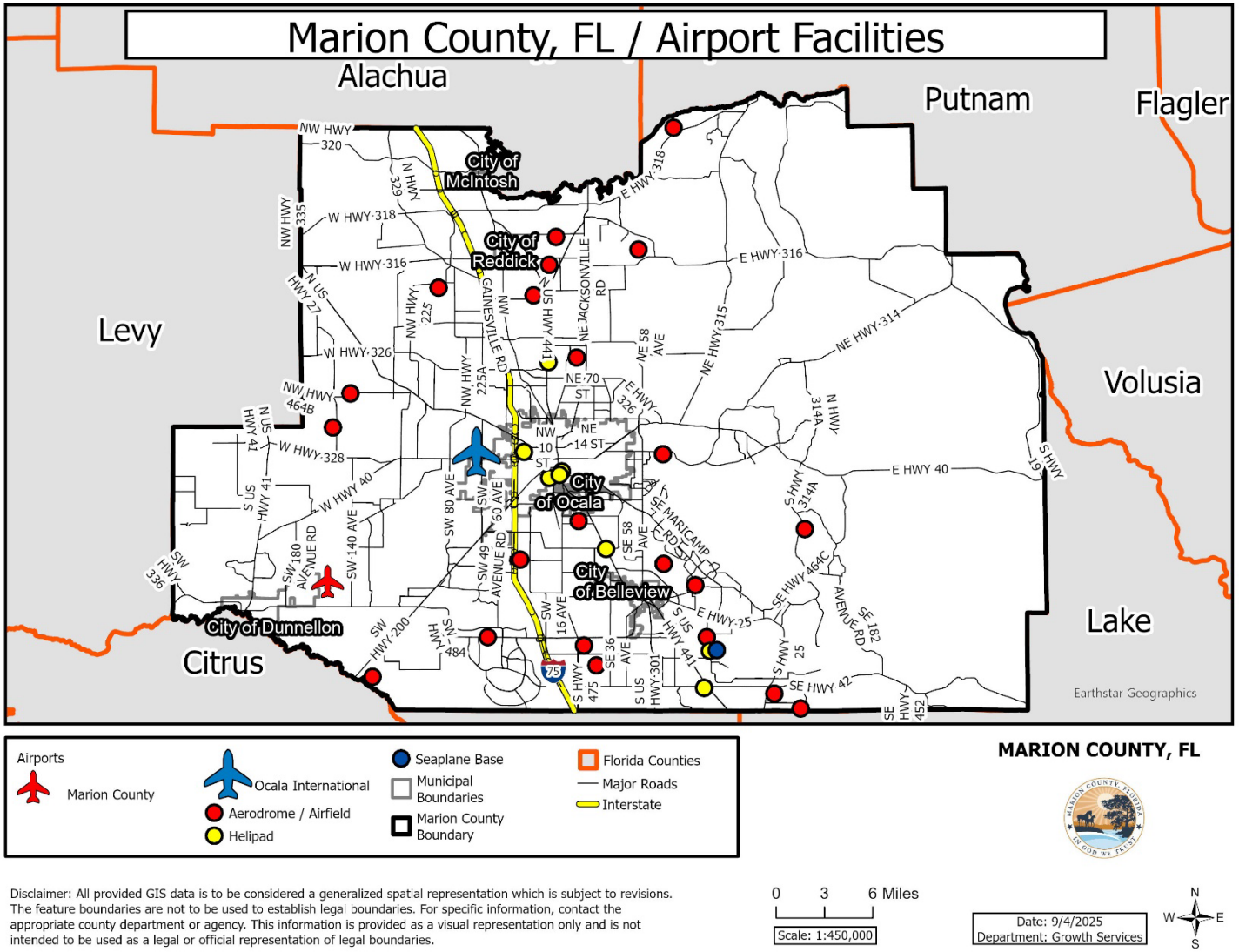


Map VII-7 Marion County Military Facilities

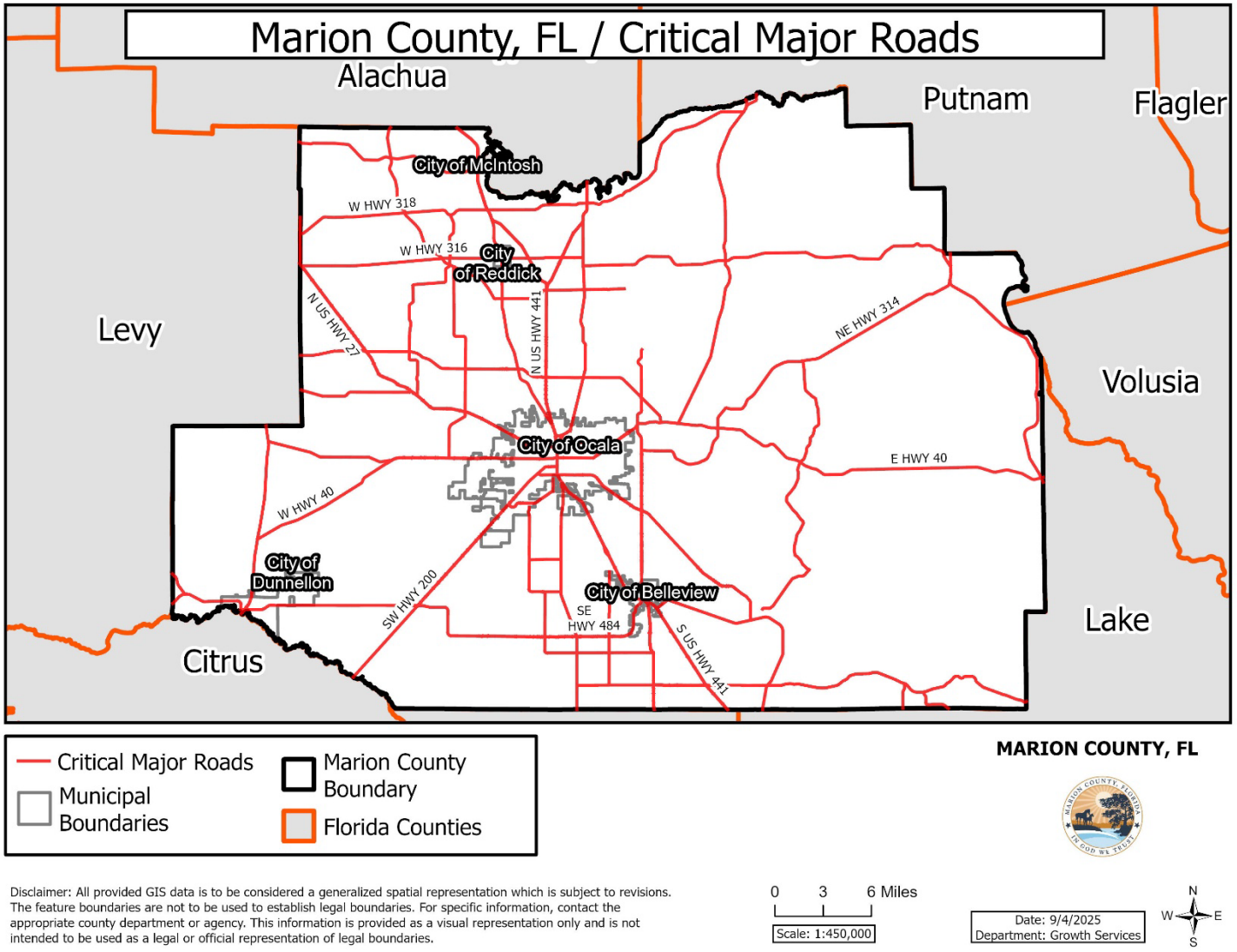


Map VII-7

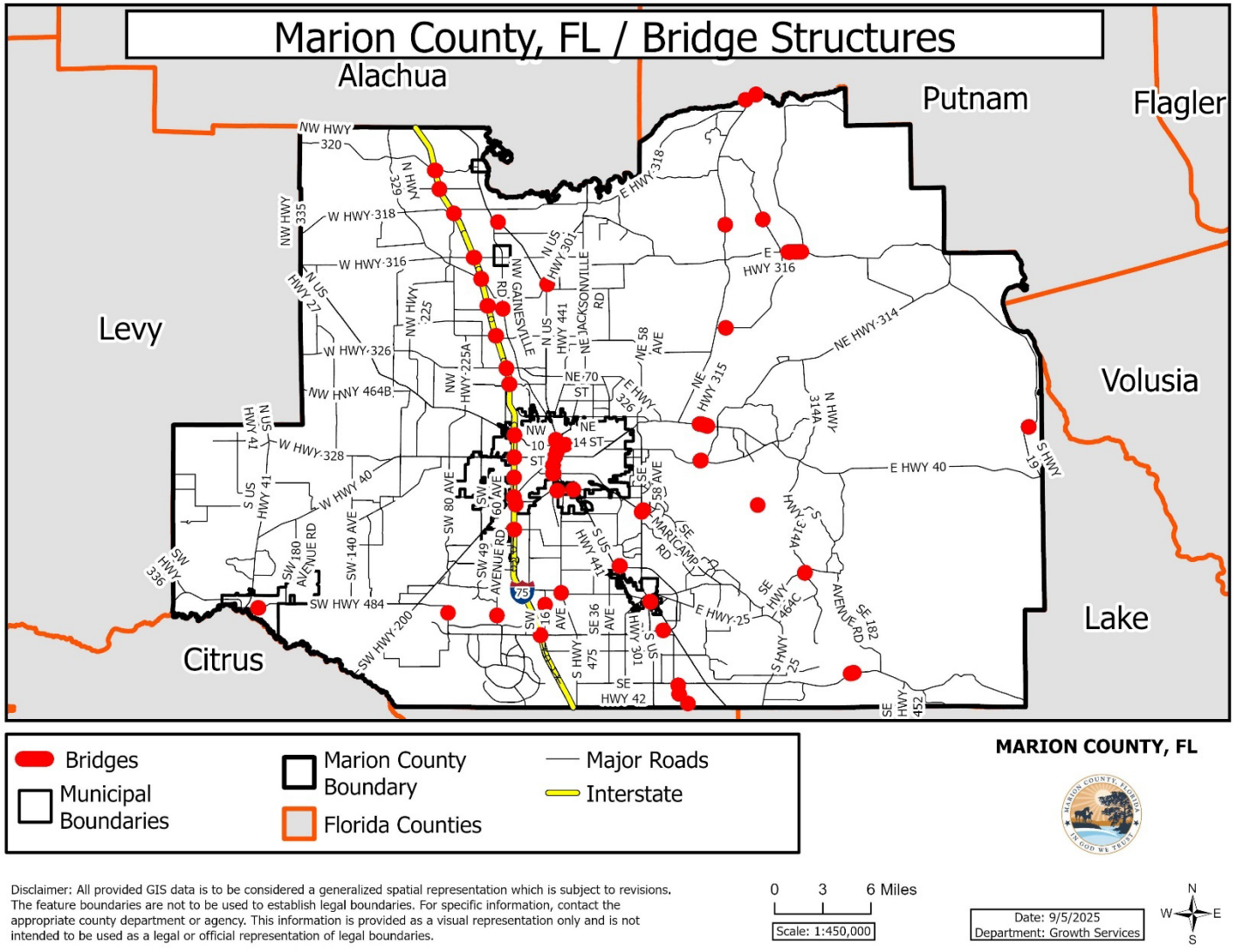
Map VII-8 Marion County Airport Facilities



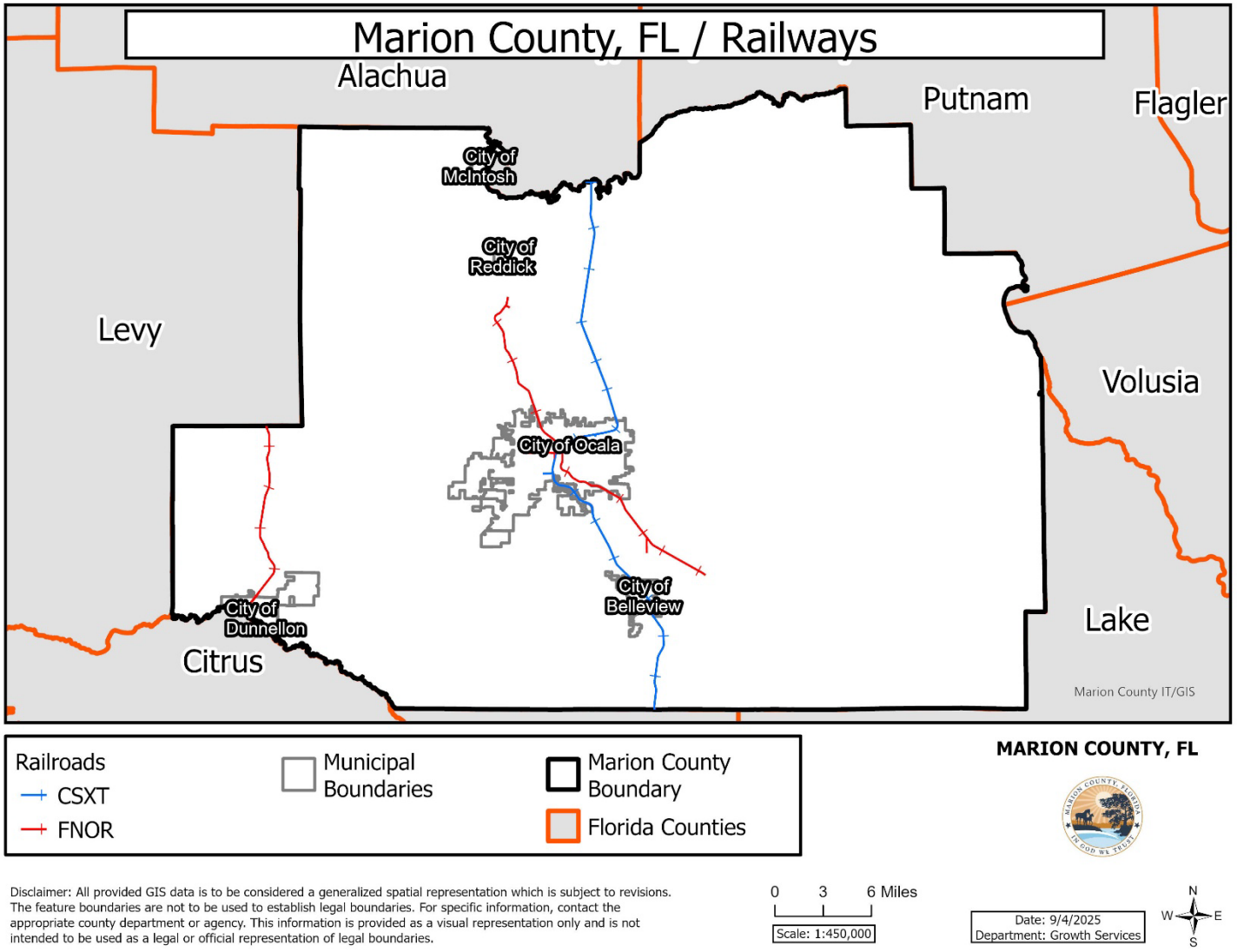
Map VII-9 Marion County Highway Facilities



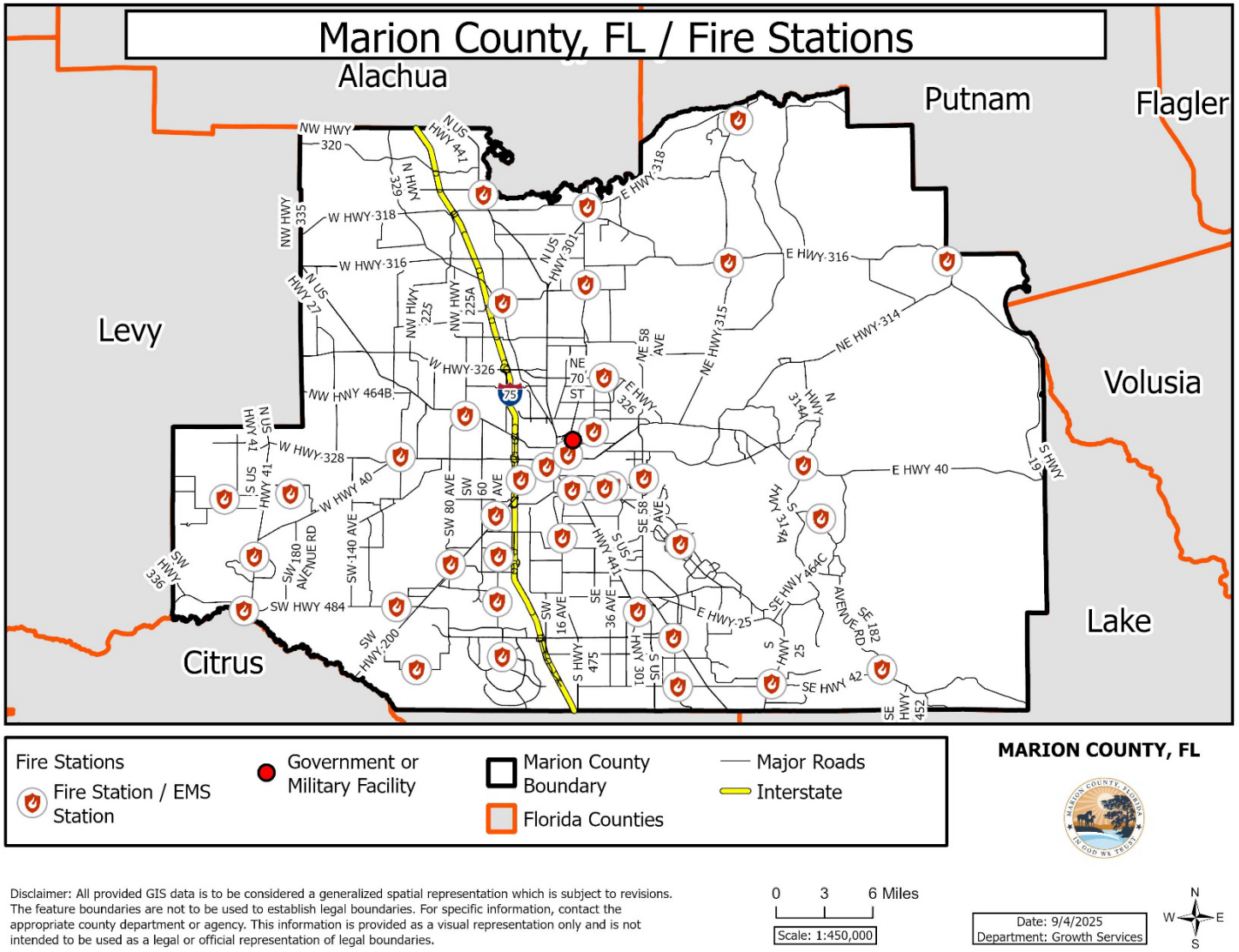
Map VII-10 Marion County Highway Bridge Facilities



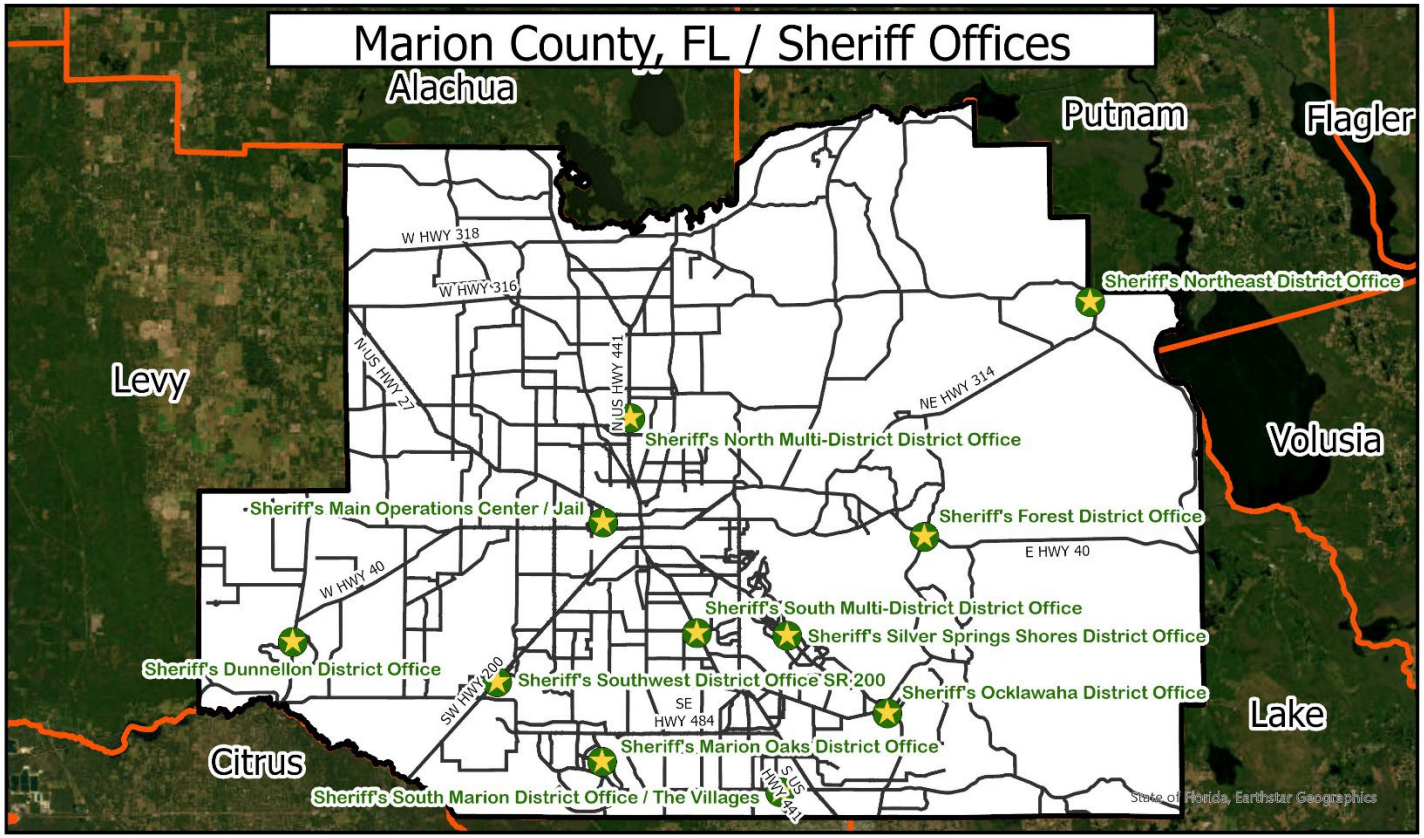
Map VII-11 Marion County Railway Facilities



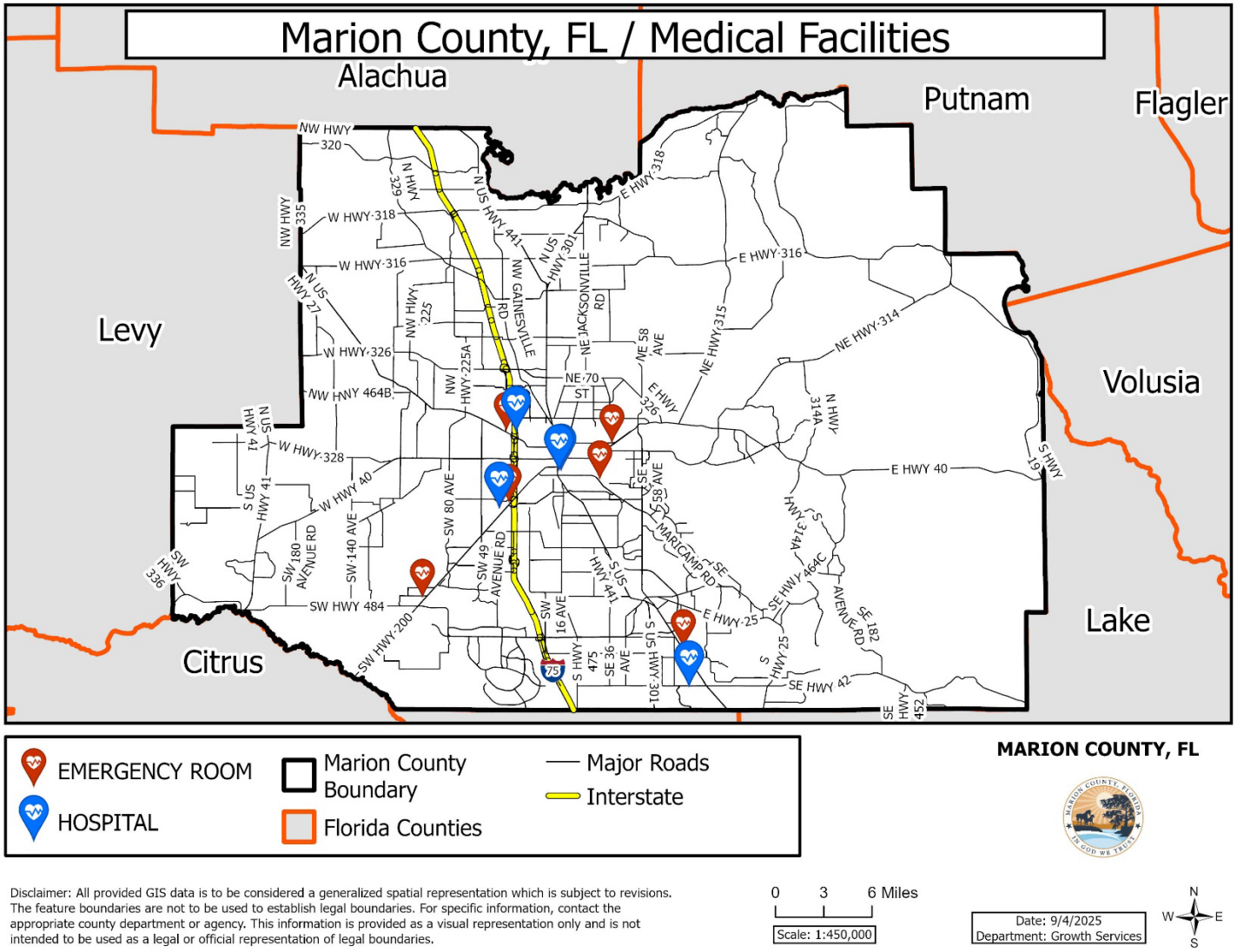
Map VII-12 Marion County Fire Stations



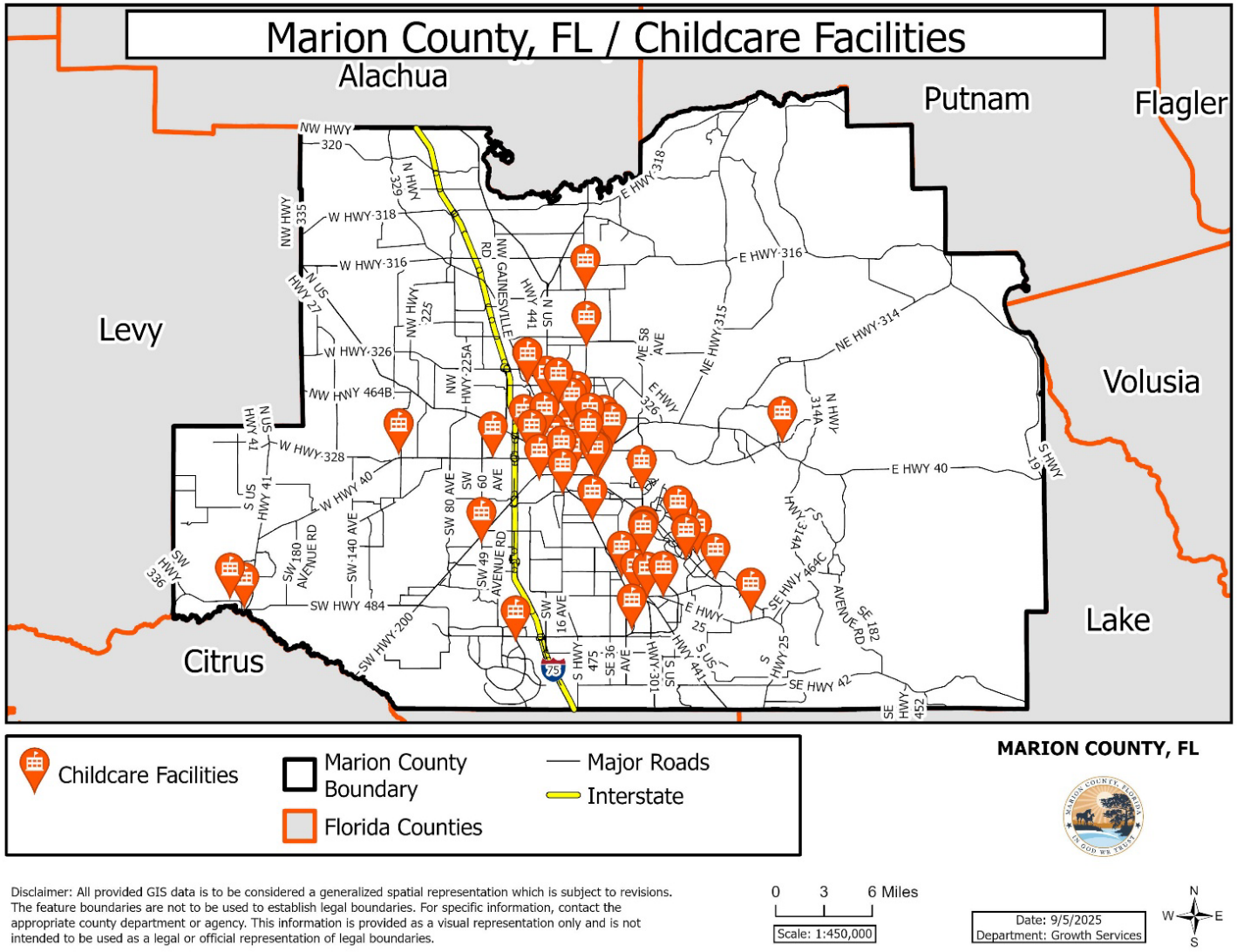
Map VII-13 Marion County Federal, State, and Local Law Enforcement Facilities



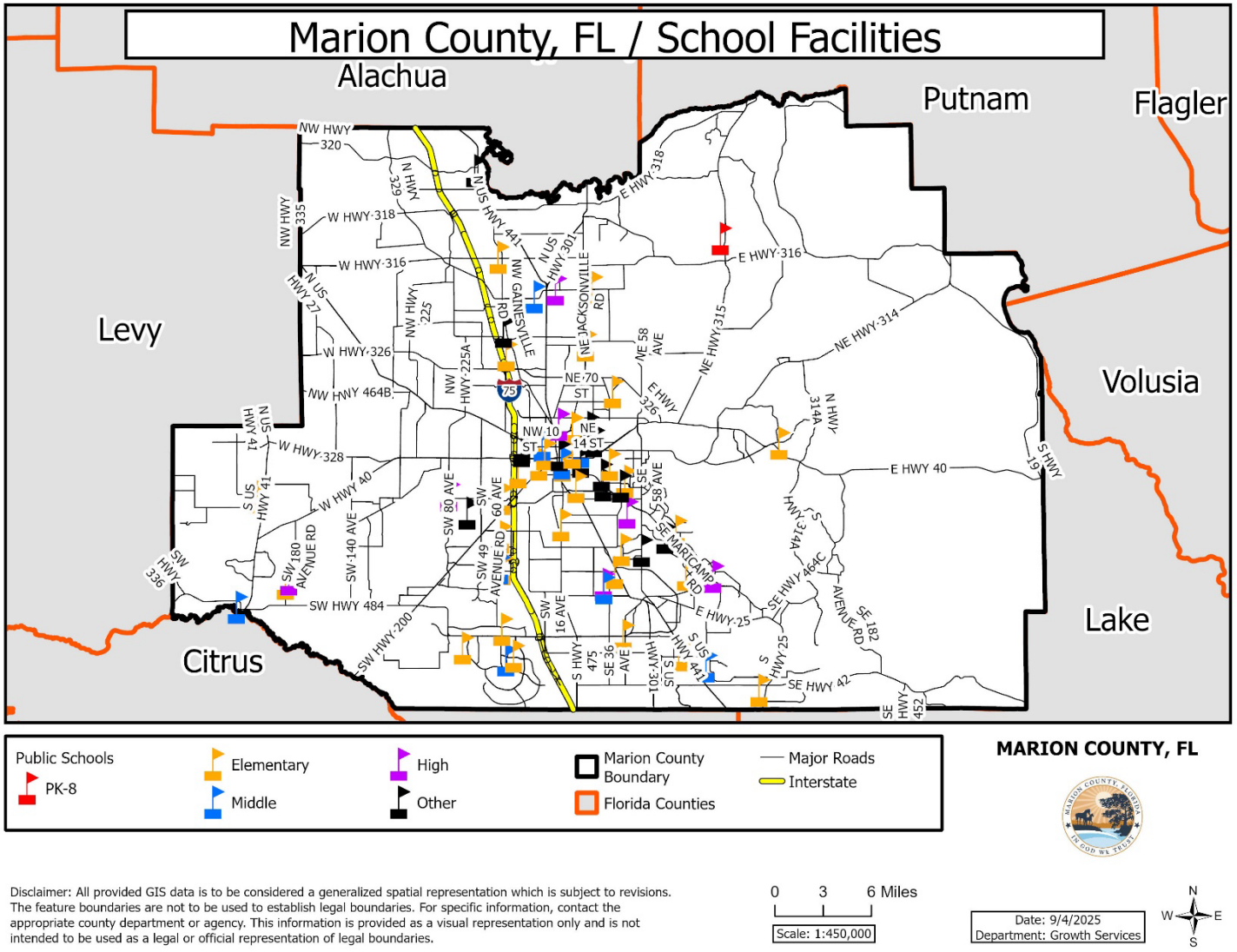
Map VII-14 Marion County Medical Facilities



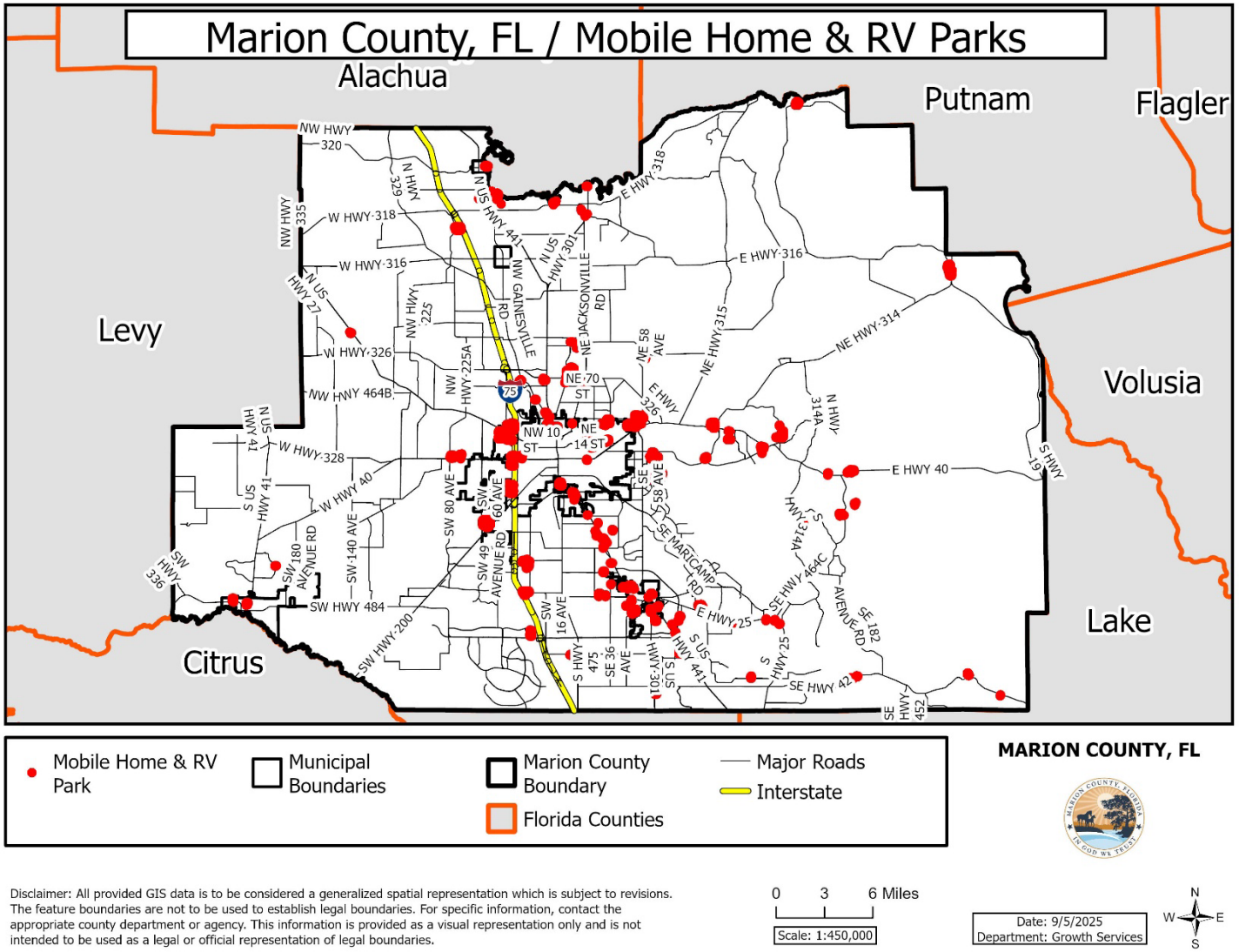
Map VII-15 Marion County Childcare Facilities



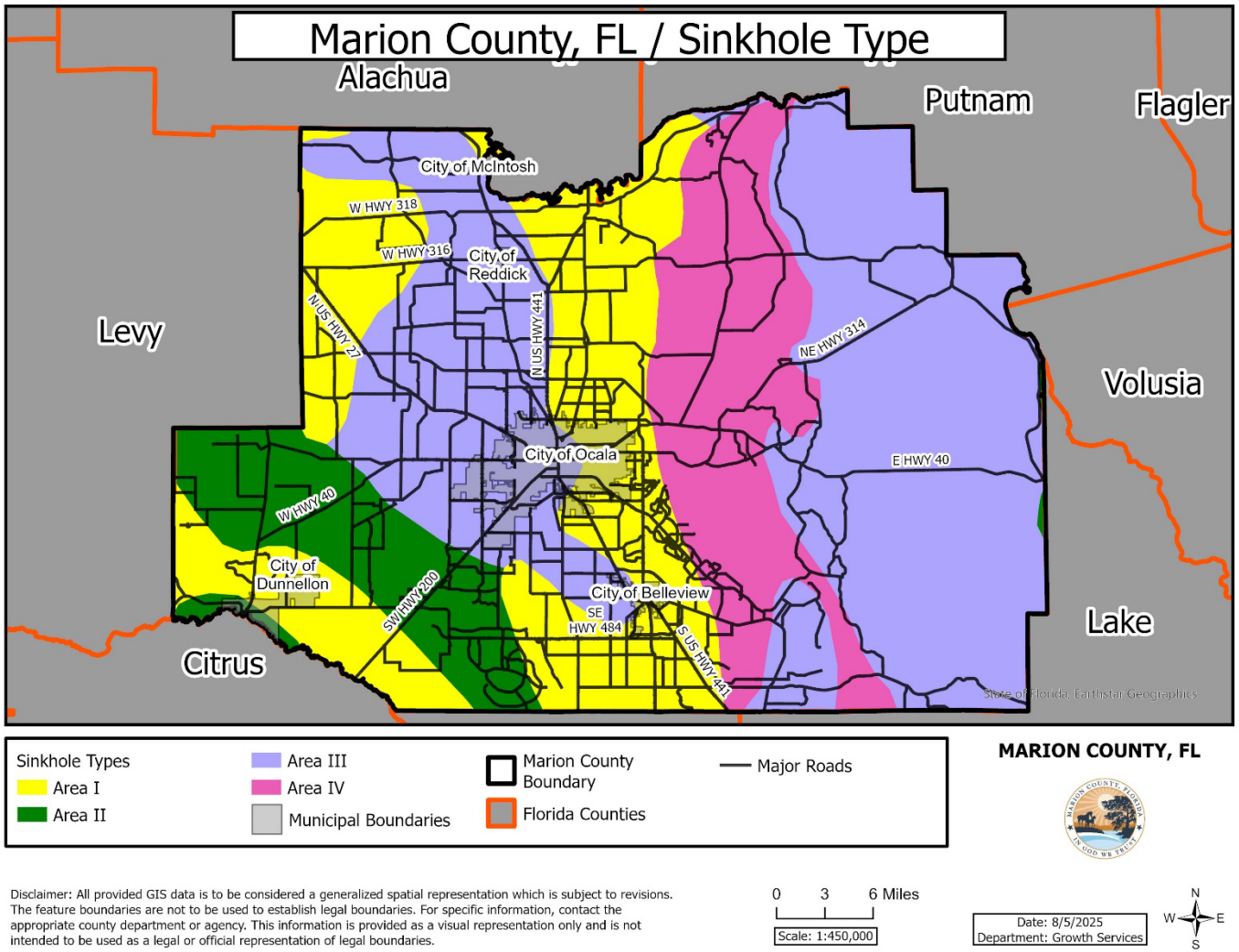
Map VII-16 Marion County School Facilities



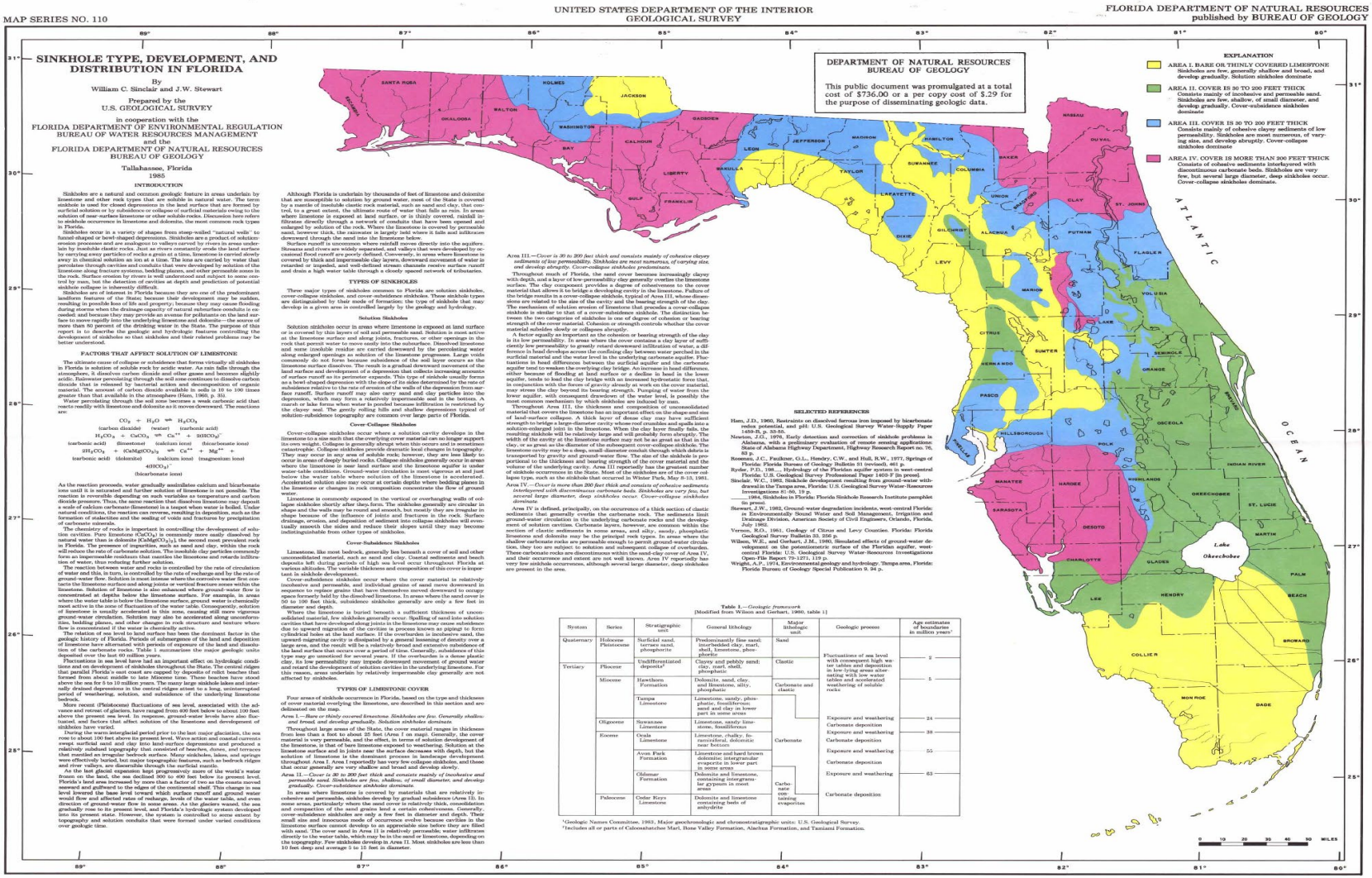
Map VII-17 Marion County Mobile Home Parks



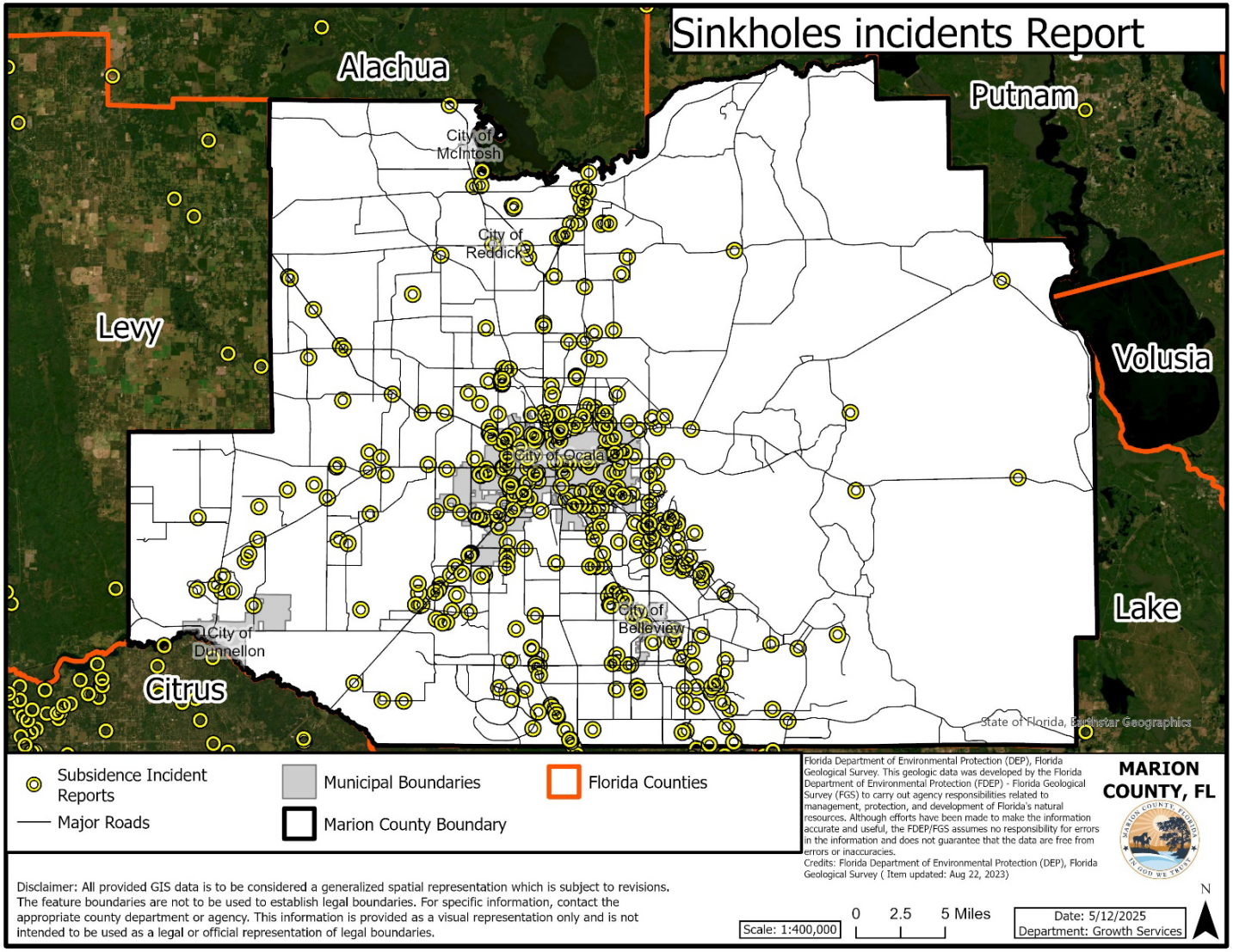
Map VII-18 Sinkhole Type, Development, and Distribution in Florida



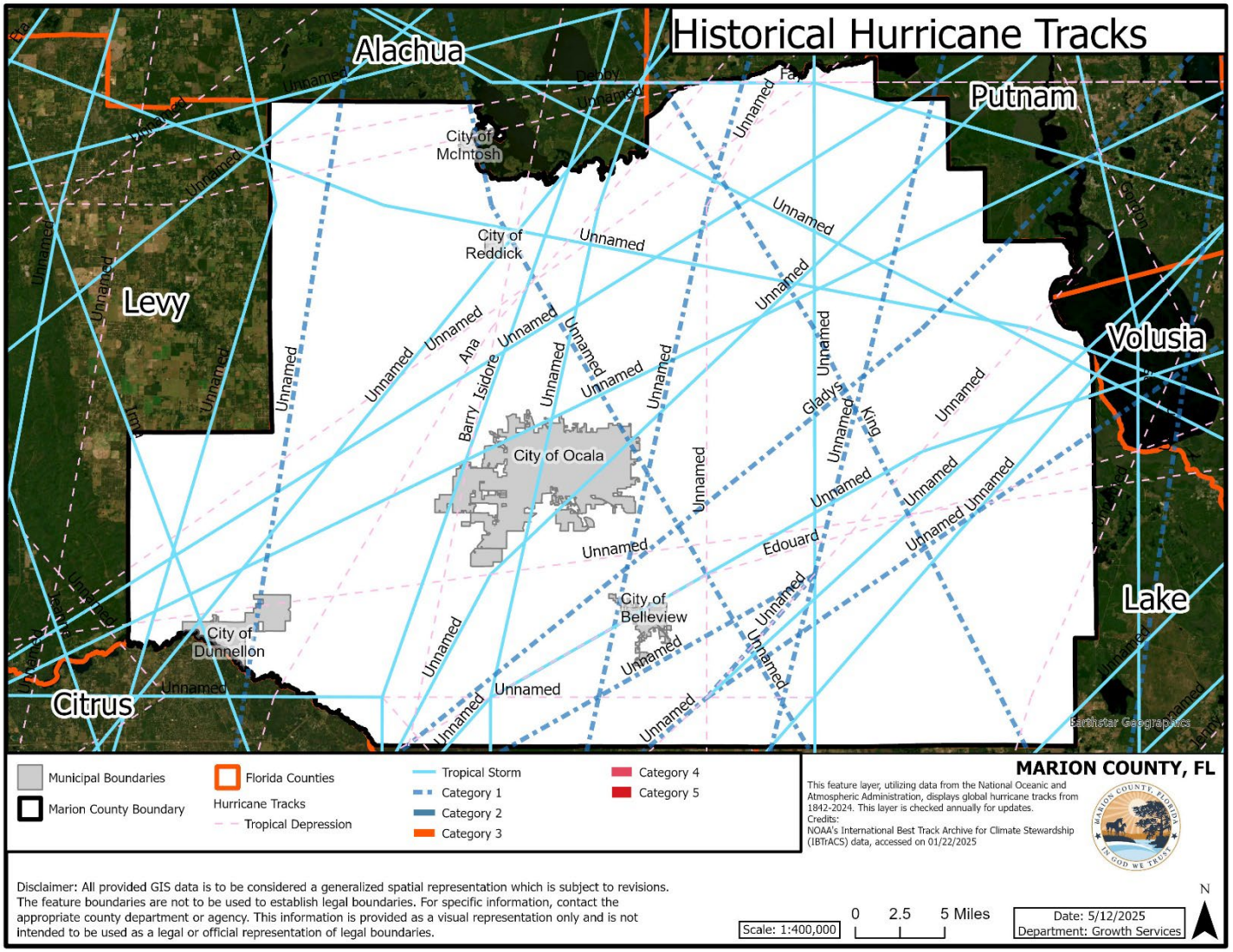
Map VII-18 Sinkhole Type, Development, and Distribution in Florida- Key



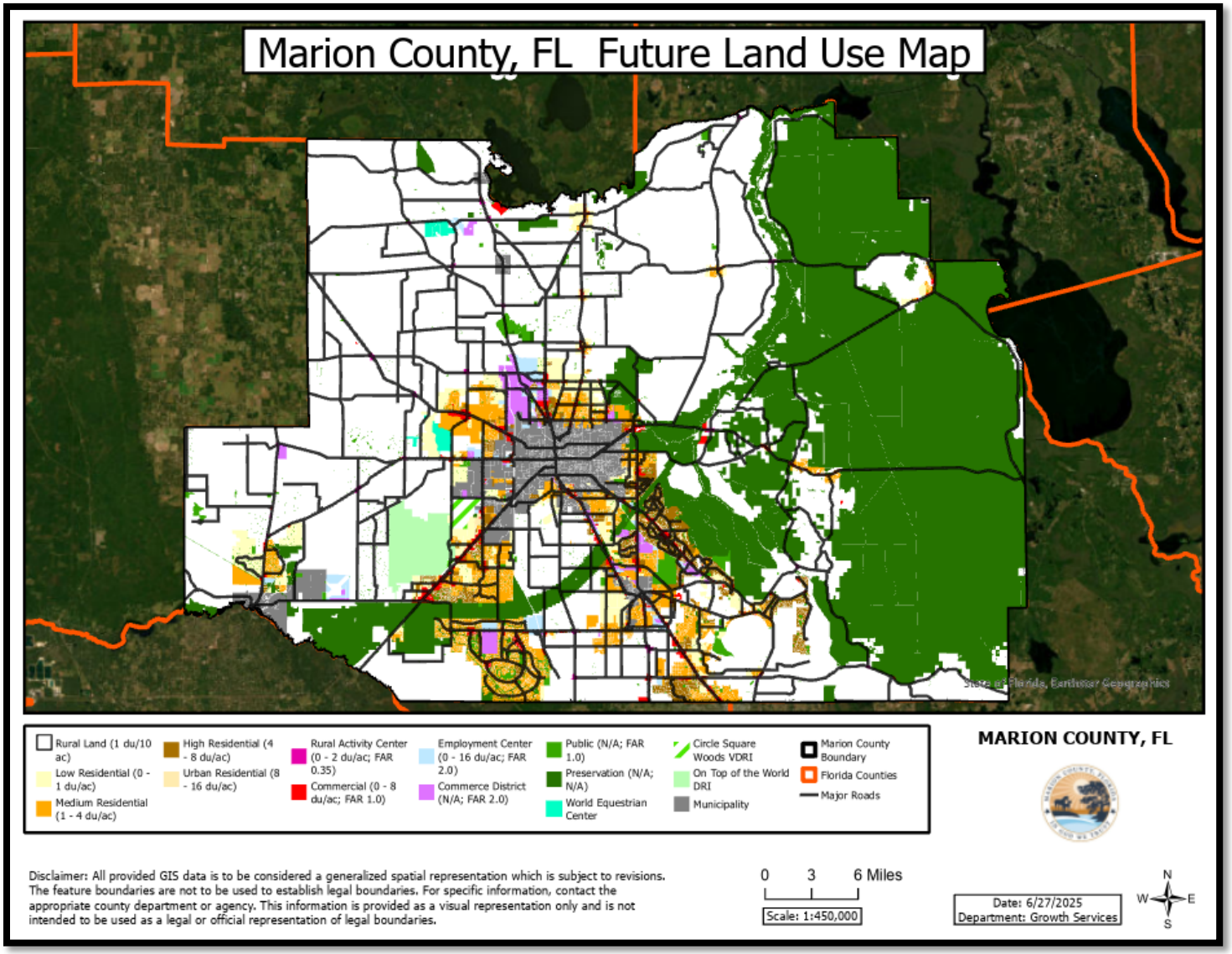
Map VII-19 Marion County Sinkholes



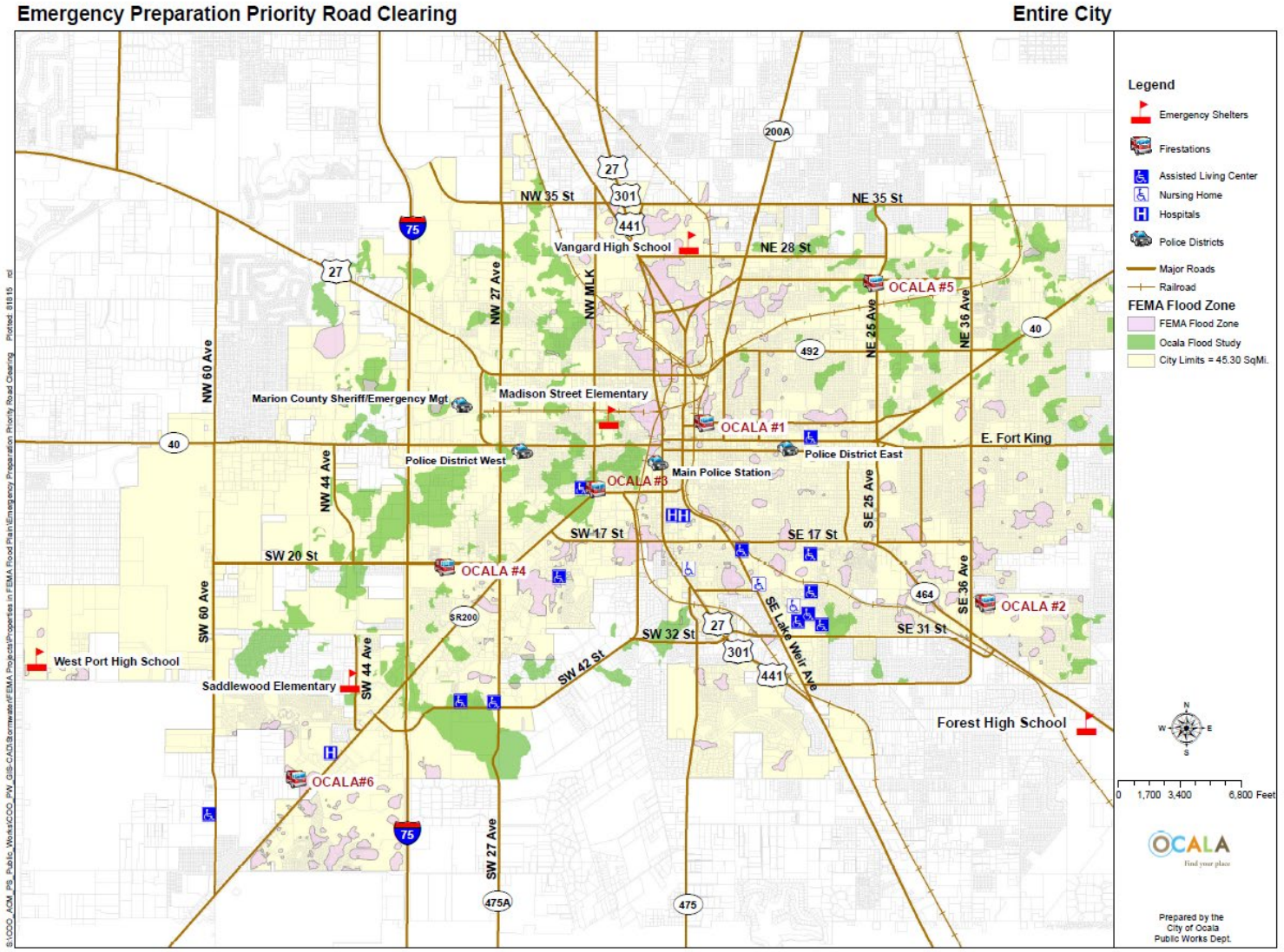
Map VII-20 Historical Hurricane Tracks



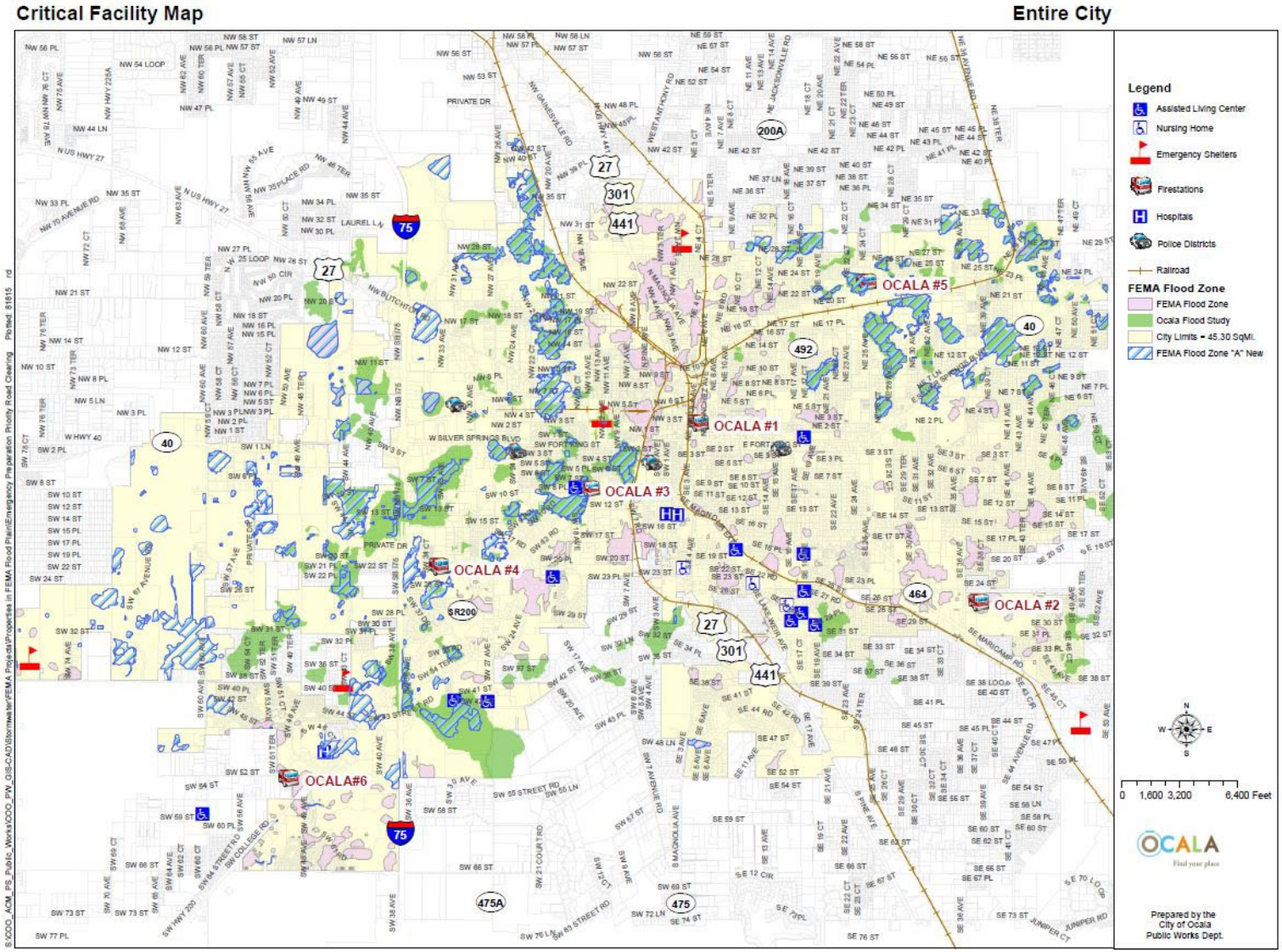
Map VII-21 Marion County Future Land Use Designations



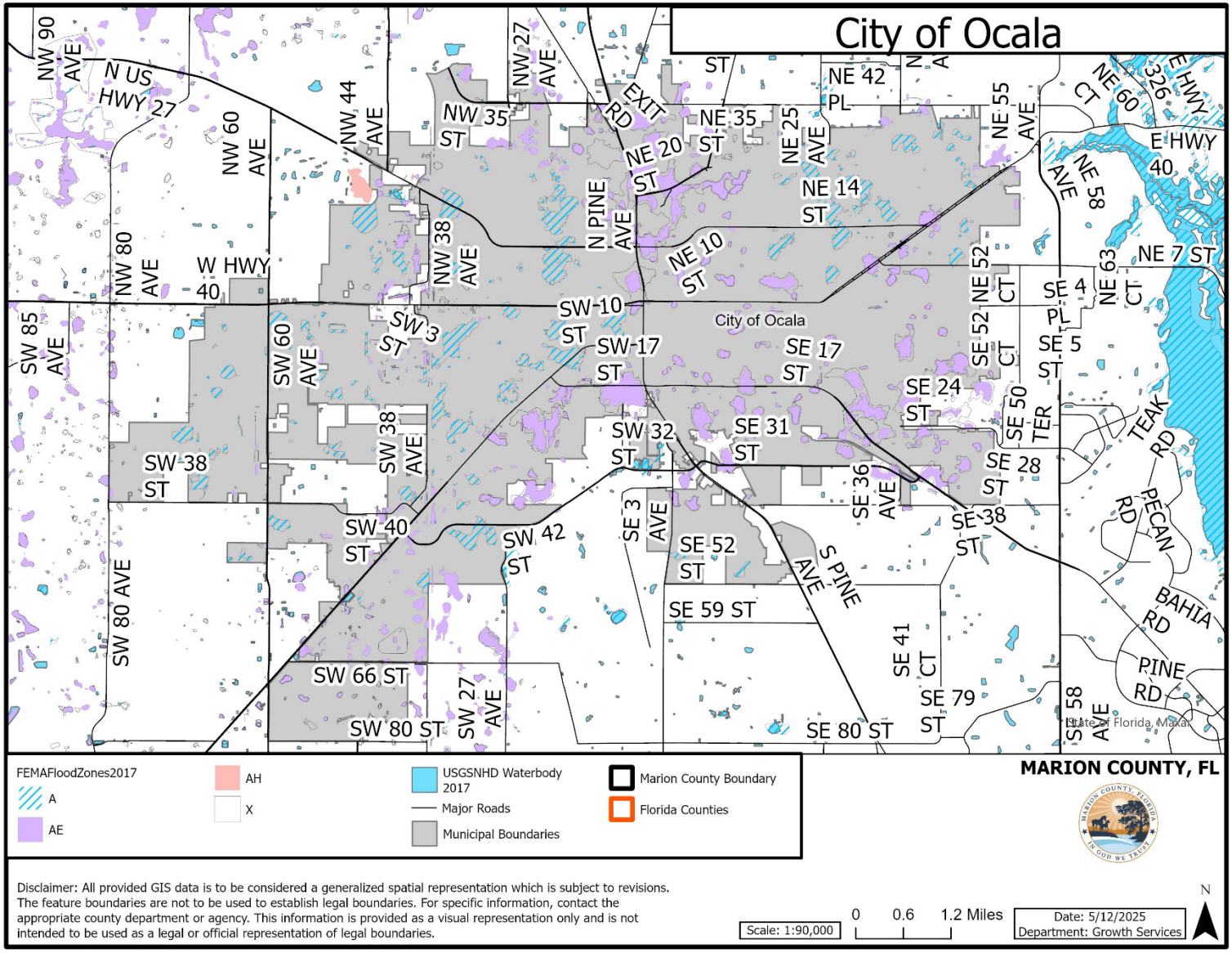
Map VII-22 City of Ocala Priority Road Clearing



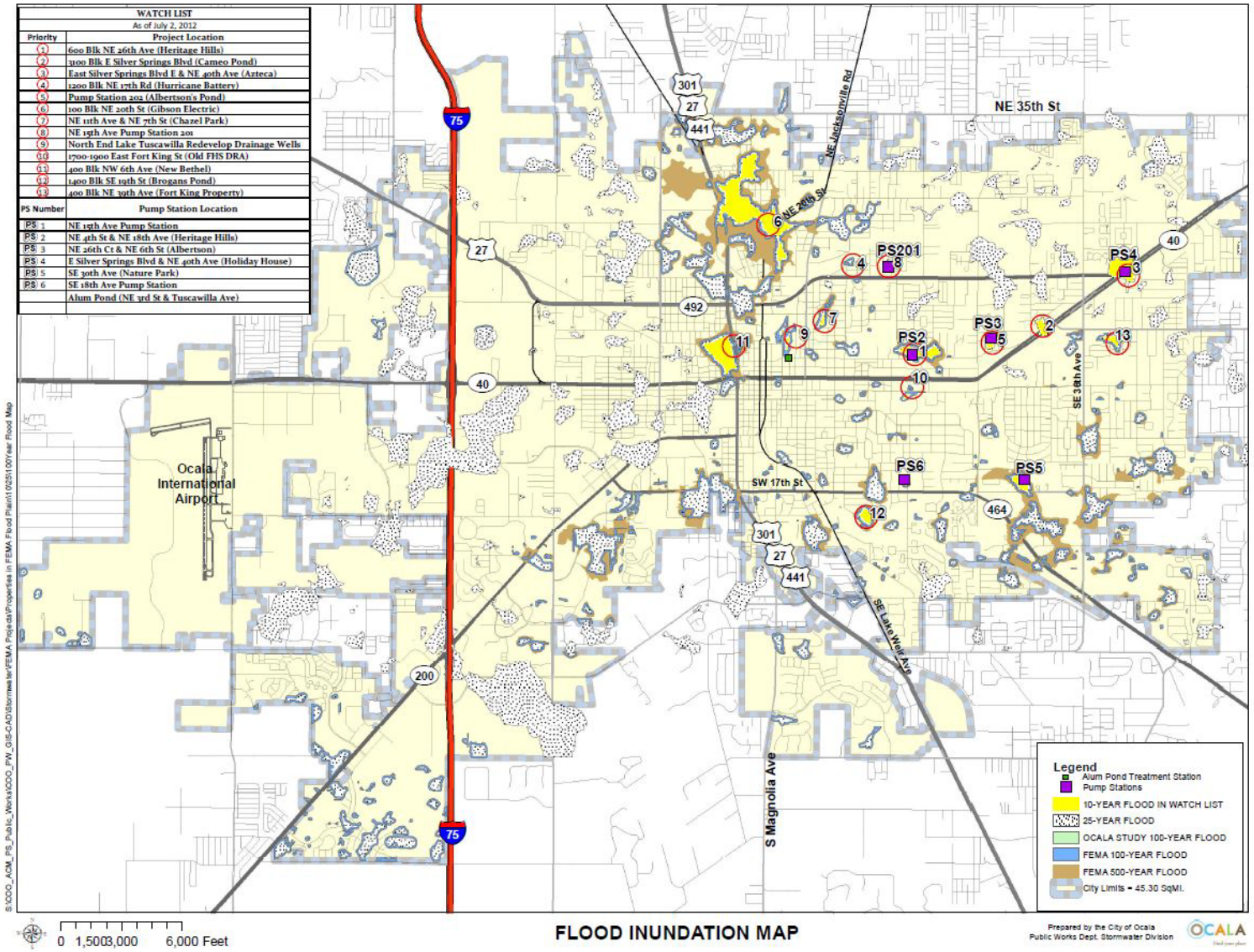
Map VII-23 City of Ocala Critical Facilities



Map VII-24 City of Ocala Flood Hazard Areas



Map VII-25 City of Ocala Flood Inundation



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CHAPTER EIGHT: RECOMMENDATIONS FOR IMPLEMENTATION

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Introduction and Purpose

This section of the LMS describes the recommended plan adopted by the Steering Committee for the ensuing period of maintenance and implementation of the Strategy. These Strategy items cover two major categories:

1. An administrative plan and an organizational structure through which the bylaws and operational procedures of the Working Group are prioritized, and
2. An adopted set of program goals and priorities for guiding efforts of the Working Group for the ensuing planning cycle within which additional mitigation initiatives can be proposed, characterized and prioritized.

The Working Group intends this section to be updated at the conclusion of each planning cycle to guide the continuing efforts of the Working Group.

Administration and Logistics

This portion describes the program for administering the current edition of the Marion County LMS.

Adoption of the Strategy

The contractually designated LMS representative from each municipality is responsible for ensuring their portion of the Strategy remains updated and is presented to their respective local governing bodies for re-adoption, re-endorsement, or other appropriate action. This has been reiterated on numerous occasions, as documented in the Meeting Summaries.

Maintenance of the Strategy

This section describes the plan of Marion Working Group for the continuance of updating, maintenance and implementation of the Strategy.

Coordination of Strategy Implementation and Maintenance

The Working Group focused on what agency should maintain overall responsibility for the LMS. It was noted that the custodian would be responsible for scheduling meetings of the Steering Committee and Subcommittees, recording the proceedings of the meetings, distributing the meeting minutes, coordinating the update of the GIS database, collecting proposed mitigation initiatives, and any other administrative matters that may arise in the maintenance of the Strategy. For the foreseeable future, the Marion County Growth Services Department will maintain responsibility for the following duties:

- Coordination of meetings
- Maintenance of mailing lists
- Maintenance of the Bylaws and procedures
- Maintenance and updating of data
- Receipt of notification of financial opportunities
- Use of the procedure and database to assist in the selection of prioritized initiatives

for funding
- Support to processing of initiatives
- Implementation, as appropriate, of this section of the Strategy
- Publication of updated Strategy documents

Organizational Structure

After review by the Steering Committee, it was decided to maintain the current organization structure and meeting schedules: the Subcommittees will meet as needed; and the Steering Committee and Working Group will meet at least quarterly. The Working Group will continue to report to the Steering Committee and will also include the following:

1. Risk Assessment Subcommittee
2. Mitigation Planning Subcommittee
3. Public Affairs Subcommittee
4. Financial Issues Subcommittee

The Steering Committee Chair may reactivate the above subcommittees upon need of the Working Committee.

Continuing items for Working Group determinations include:

1. Assignment of a Subcommittee member to be responsible for review and update of Guiding Principles database.
2. Assignment of an individual or organization responsible for update and maintenance of GIS database.
3. Increase LMS participation from the public and private sectors.
4. Where appropriate, involve Financial Issues Subcommittee in securing mitigation initiative funding.

And other items may be requested.

Schedule for Strategy monitoring, evaluating, and updating

The Marion County Growth Services Department shall be responsible for monitoring of the Strategy. Monitoring activities include coordinating annual updates by agencies and jurisdictions responsible for individual mitigation actions located on the project list. Coordination may include site visits and meetings with staff and/or the Steering Committee as needed. Monitoring shall occur throughout the year on an as needed basis.

The following are tasks and monitoring activities that should be accomplished prior to or in the early part of the LMS update and revision process. These tasks represent examples of recommended actions and should be reviewed for their applicability by the Emergency Management Director (prior to the update process) or the Working Group (as a part of the update process.)

- On-going information systems – HAZUS-MH GIS databases that have been created for the LMS should be reviewed and updated with each formal revision of the Strategy.

- Monitoring implementation process - Projects that have been implemented need to be taken off the List of Mitigation Initiatives. Members of the Working Group should also attend workshops and stay abreast of current grant funding opportunities.

- Obstacles/problems in implementation - Some listed projects may be considered as poor candidates for grant funding and may need to be revised to be fundable. Criteria have been developed to achieve regular maintenance of the mitigation action list. Projects older than 5 years will be removed from the list unless a new application is submitted.

- Ability to update baseline data - The HAZUS-MH GIS update to the LMS could be made the responsibility of one or several County Departments with GIS capability.

- Monitoring of hazards - The development of local information regarding the effects of hazards (such as the flooded roads database) should be an ongoing process. The Emergency Management Department should monitor the effects of hazards and actions taken and keep a record of such.

- Updatable, objective achievement measures – Various indicators for the evaluation of the performance of the LMS have been related to individual hazard types have been developed however, indicators for several hazards could benefit from more standardized evaluation criteria.

- Citizen participation in the LMS process - It is recommended that future updates of the LMS receive media exposure through press releases to encourage public participation.

- It is recommended that social media platforms be utilized to enhance outreach activities to solicit input from as diverse of a citizen contingent as possible.

Updating and Revising the LMS

The LMS will be reviewed annually, or as circumstances dictate, by the LMS Working Group. The appropriate membership of the committee to include County, agency, municipal and private business representatives will review the Strategy; amending their responsibilities under the Strategy; updating the Hazard Identification / Vulnerability Assessment and Mitigation Initiatives by modifying procedures, maintaining current data and/or adding new projects and deleting completed projects.

Proposed amendments to the LMS that are approved by the Working Group shall be submitted to the Marion County Emergency Management Director for presentation to the Marion County Board of County Commissioners for public comment and final adoption.

The Marion County Growth Services Department and the Steering Committee members shall be responsible for evaluating the Strategy. Evaluation of the Strategy will occur on an annual basis or after a hazard occurrence. Updates necessary for the Strategy's maintenance shall also occur on an annual basis in conjunction with the evaluation process described above. Planning Staff shall also monitor and update the Strategy related to changes in State and Federal hazard mitigation requirements on an annual basis.

Additionally, during the ensuing 5-year planning cycle, the Working Group will continue to develop initiatives for characterization, prioritization and implementation. This includes consideration of:

Private Sector Participation

By increasing business and industry involvement in mitigation planning and programming, the economic and social well-being of the community becomes stronger and more lasting.

Actions to increase involvement of the private sector include:

- Enhancing existing partnerships with chambers of commerce, economic development commissions, and builders' associations.
- Inviting major employers and industries to attend Working Group meetings.
- Inviting local businesses and business leaders to attend Public Forums and other activities scheduled by the Public Affairs Subcommittee.

Vulnerable Neighborhood Needs

Many initiatives proposed for the initial edition of the Strategy focused on reducing the vulnerabilities of local government facilities and systems. This acknowledges the urgency to make existing government infrastructures more resistant to the structural and/or operational impacts of future disasters.

The LMS continues to be expanded and enhanced to address the vulnerability of neighborhoods and population sectors that are at heightened risk from human or economic impacts of disasters. Following are highlights of anticipated actions to be taken during continuing planning cycles:

- Focus on neighborhoods at risk to these hazards:
  - Flood
  - Wildfire
  - Hazardous Materials
  - High Winds Mobile/Manufactured Homes Older Non-Compliant Buildings

- Review the various Guiding Principles documents for inconsistencies and discrepancies in interest areas noted above.

The Risk Assessment Subcommittee will utilize the GIS database provided by project staff, as well as local experience in the area to identify potential all-hazard risks to neighborhoods. This Subcommittee will report to the Working Group as events require.

Mitigating Flood Losses

The Working Group intends this edition of the Strategy also constitute an update to the Marion County's Flood Mitigation Assistance Plan, in accord with FEMA requirements. This specific Plan is consistent with the overall objectives and concepts used in the Working Group's planning and programming for mitigating vulnerability to all types of hazards as expressed in this Strategy. Additionally, the County and its jurisdictions adopted the 2017 FEMA FIRM maps along with a new Flood Plain Ordinance. The County has participated in the NFIP Community Rating System since 1993 and is a Class "7"; the City of Ocala has achieved a Class "3" rating in the CRS program.

Table VIII-1 NFIP Community Ratings					
Communities Participating in the NFIP	**Community Number**	**Participating in the CRS Program**	**CRS Rating**	**Ordinance Number**	**Ordinance Date**
City of Belleview	120383	No	N/A	2014-19	10/23/2014
City of Dunnellon	120574	No	N/A	2017-17	12/6/2017
Marion County	120160	Yes	7	17-08	4/11/2017
Town of McIntosh	120575	No	N/A	2023-07	9/14/2023
City of Ocala	130330	Yes	3	24-R-307	8/20/2024
City of Reddick is not in a flood prone area - not in the NFIP					

Marion County and all communities participating in the NFIP are active participants and ensure compliance with NFIP requirements. *Multi-Jurisdictional Actions Related to Continued Compliance with NFIP. Procedures are consistent across all participating communities.*

- Adopted revised FIRM effective March 2019 in accordance with FEMA Map Modernization Program
- Adopted Floodplain Ordinance effective July 15, 2008, to comply with changes and updates to federal and state regulations.
- Permits in floodplain reviewed to ensure new or substantially improved buildings are reasonably safe from flooding.
- Verify and record lowest floor elevation of all new or substantially improved buildings.
- Require all new developments in floodplain to obtain all necessary federal, state or local permits.
- Prohibit or reduce development in floodway, establishing no-rise no impact in floodway when development or construction is allowed.
- Require 1' freeboard above Base Flood Elevation for new and substantially improved buildings in the Special Flood Hazard Area. Require 1 to 1 compensatory storage.
- New and substantially improved structures, including manufactured homes to be designed or modified and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including effects of buoyancy.
- New construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.
- The City of Ocala adopted by reference the Flood Insurance Study (FIS) and the standards set forth in Section 60.3(c) of the National Flood Insurance Program (NFIP) regulations (44 CFR 59, etc.) in support of Map 3: FEMA Designated Flood Prone Areas (effective date August 2017)

The Marion County Office of Emergency Management has identified over thirty flood-prone areas throughout the County. The Risk Assessment Subcommittee, as part of the "area wide" risk assessment process, will continue to evaluate these areas. In various sections of the Strategy, as well as in the paragraphs below, the human and economic vulnerability to floods includes repetitive flood loss properties.

Mitigating Repetitive Flood Loss

FEMA has identified five repetitive loss structures in the County. The Risk Assessment Subcommittee will assist in identifying mitigation initiatives to relieve these situations.

Mitigating Future Flood Losses

Besides the five identified repetitive flood loss properties, there are significant number of properties within recognized floodplains or flood-prone areas. The Working Group is very interested in reducing flood losses to these areas, so they do not remain subject to repetitive flood loss.

Studying Flood-prone Areas

Marion County Public Works has identified over ninety flood-prone areas, with most areas flooding during heavy rains. The Risk Assessment Subcommittee plans to prioritize those areas that endanger the greatest number of properties, disrupt vital community services, or threaten concentrations of businesses and industries. The Subcommittee will then determine if proposed mitigation initiatives would help these properties, and, if not, propose new mitigation initiatives to solve the repetitive flooding. The Working Group will review the findings of the Subcommittee and act as appropriate.

Continuing Review of Guiding Principles Documents

The mitigation Planning Subcommittee, in conjunction with the Risk Assessment Subcommittee, will continue to evaluate flood-prone areas and their relationship to special flood hazard areas (SFHA), particularly as they pertain to current zoning and future land use. Project staff has provided the Subcommittees GIS maps that depict future land use parcels that are currently zoned for development and are located within SFHA. The Mitigation Planning Subcommittee will coordinate with various municipality planning departments to determine what, if any, action needs to be taken in terms of reviewing current and future land use planning.

Coordination with Local Mitigation Strategy

The Working Group plans to mitigate future flood losses through close integration with plans, programs and initiatives for all natural, technological and societal hazards confronting Marion County communities. The Working Group will, in taking the actions described above, attempt to utilize opportunities to reduce future flood losses and to reduce vulnerabilities to other hazards that threaten structures or neighborhoods in question.

Preparation of a Comprehensive Redevelopment Plan

The Working Group recognizes that the County and each of its communities are vulnerable to a major disaster that could cause significant levels of damage and disruption. Such an event would necessitate numerous decisions by each affected jurisdiction regarding restoration of community services and reconstruction of damaged properties and infrastructure. Without careful planning by all key entities within the County, decisions made in the post- disaster environment may not improve the capabilities of impacted areas to withstand future disasters with less damage. Therefore, an important priority program of the next planning cycle is to begin preparation of the comprehensive, coordinated post-disaster redevelopment plan. The Marion County Office of Emergency Management has discussed proposing an initiative to draft a County-wide Comprehensive Redevelopment Plan.

The County Comprehensive Plan is periodically reviewed in the form of Evaluation and Appraisal Reports (EAR). Elements of the Plan are reviewed for consistency with the existing community growth. Updating the capital improvements element of the Plan allows the County and municipalities to include specific actions that will be completed through inclusion in the budget. The LMS prioritized project list provides reviewers of the capital improvements element an excellent source of ideas.

Projects that deal primarily with the safety of existing buildings and infrastructure can be included in updates of the Land Development Code and other guidelines for building and zoning policy. Areas that the LMS recognized as specifically vulnerable to flooding, wind damage or wildfire should be examined before updating building and zoning codes.

Incorporation of the Strategy into Current and Future Planning Documents

Data and information in the LMS were incorporated into numerous planning documents, processes, programs, ordinances, and development code criteria.

LMS Data:

Data generated from the LMS was used extensively to develop policies and background materials for the Conservation Element of the Marion County Comprehensive Plan. Sinkhole locations and areas vulnerable to wildland fires were included in the Conservation Element Map Series attached to the 2025 update of the Comprehensive Plan and updated accordingly in 2015, 2020, and 2025.

Site planning and development criteria:

The County and its municipalities have taken several steps to incorporate elements of the LMS into local development criteria and site plan review that emphasize the importance of flood, wildfire, and sinkhole mitigation as well as the strategies used to reduce vulnerability.

The County and the City of Ocala have adopted a landscape and irrigation ordinance that requires removal of exotic vegetation and proper management in high fire risk areas as a condition of development approval. Exotic vegetation including cogon grass and other species that increase fire risk now must be removed prior to obtaining site plan approval. Removing fire fuels prior to development can reduce the risk of wildfire damage.

The County and the City of Ocala have adopted regulations relating to Springs Protection which include requiring a geotechnical report with each major site plan or subdivision plat across the entire County. Developers must provide buffers near karst sensitive areas and require geological testing prior to development. Additionally, site engineers now must incorporate Low Impact Development principles in designing stormwater controls to improve the quality of water being reabsorbed into the Floridan Aquifer. These enhanced stormwater controls can better mitigate non-point source pollution and leaching of some hazardous materials into the drinking water supply.

Further, the County now requires each site to provide fire flow within urban interface zones either using centralized services or by providing underground storage tanks.

Comprehensive Emergency Management Plan (CEMP)

Data, hazard analysis methodology, and vulnerable structures and populations were incorporated into the CEMP from the LMS. Data and methodology from the LMS were used in developing the Emergency Support Functions (ESF) contained within the Marion/Ocala CEMP.

Evaluating Progress and Establishing Additional Priorities

The Working Group intends the actions described here will, in most cases, identify and propose specific initiatives for incorporation into future editions of the Strategy. Then, at the close of the next planning cycle, the Working Group will evaluate the progress made towards achieving the program priorities described here, as well as the initiatives proposed as an outcome of this planning effort. As a result, a revised plan of action, and a modified or new set of program priorities, will be established to guide the Working Group focus and to adjust the updated Strategy contents.

The Working Group established project prioritization protocols in the 1999 document. The same protocols remain, allowing the Steering Committee to evaluate and prioritize projects. Many projects are ranked in 1- to 20-numbered style. This process involves a Notice of Intent, followed by a Characterization Sheet. The Working Group then ranks each project based upon the characterization submitted by its project initiator.

Mitigation Goals to Reduce Identified Hazards

The idea of developing mitigation goals reflects to the 1999 Plan with emphasis on “guiding principles.” These guiding principles are related to each hazard identified by the County as critical. Some items in the hazards list were not specific to this area; therefore, goals and mitigation strategies were not created for them.

The 1999 Plan was used merely as a reach tool to understand the DMA 2000 requirements. The Working Group did not establish a new set of goals related to DMA 2000 because most of the 1999 guiding principles still apply Changes were made as needed.

To identify where improvements are needed, an important part of the planning effort by the Working Group is to review and analyze the existing plans, programs of County and municipal government, collectively referred to as the community’s “guiding principles” for mitigation programming. The objective of this analysis is to determine whether there are inconsistencies or discrepancies with local governments, and to determine if the goals and mitigation initiatives are considered adequate to address risks posed by the impacts of future disasters. If the findings of this analysis indicated there is an area of concern, then one or more mitigation initiatives may be defined for incorporation into the Strategy. If there is a suitable sponsor identified for an initiative under consideration, then that agency or organization would include the initiative in its portion of the County Strategy.

It is important to emphasize that the Marion County Working Group considers the review and analysis of the goals and mitigation initiatives as an ongoing part of the planning process, just like the other aspects of the process. The Working Group's review was initiated early in the process and continues through each edition of the Marion County LMS.

Although the level of vulnerability to any community varies throughout the County, the review of the "guiding principles" has been based on an assumed equal level of risk throughout the County for every identified hazard. The analysis process consisted of the review of key documents from each local jurisdiction.

Goals and Mitigation Initiatives for Marion County

Goal #1 – Protect human health, safety and welfare

Objectives

1.1 Limit public expenditures in areas identified as subject to repetitive damage from disasters.

1.2 Ensure the protection of critical facilities such as prohibitions on constructing critical facilities in high-hazard areas.

1.3 Reduce or eliminate development in hazard prone areas such as floodplains.

1.4 Implement additional development restrictions in high-hazard areas.

1.5 Consider the use of land acquisition programs for properties subject to development that are in high-hazard areas.

Goal #2 – To increase business, residential and community awareness of hazard mitigation

Objectives

2.1 Effective dissemination of mitigation information

2.2 Implement a strategy to educate interest in obtaining disaster mitigation and preparedness training

2.3 Develop a single clearinghouse to disseminate accurate and consistent information relating to disaster mitigation.

2.4 Identify segments of the community most at risk and develop strategies that will help increase community awareness.

2.5 Maintain a profile of available funding sources for mitigation projects and make it available through the Marion County website.

2.6 Create and maintain a listing of successfully mitigated projects to showcase best practices countywide.

Goal #3 – To ensure adequate training opportunities to support hazard mitigation

Objectives

3.1 Develop ongoing education and exercise curricula for public and private officials in the areas of hazard mitigation and emergency management.

3.2 Support local training opportunities in hazard mitigation construction techniques for building officials, engineers and other public officials.

3.3 Support existing hazard mitigation training efforts.

3.4 Maintain a profile of existing available resources for mitigation training techniques projects.

Goal #4 – To facilitate preparedness measures to mitigate structural hazards

Objectives

4.1 Encourage local municipalities and eligible not-for-profit entities to review site and building plans for hazard mitigation issues and to include storm hardening in the building plans of all municipal structures.

4.2 Encourage retrofitting of existing residential and business structures using disaster mitigation construction techniques.

4.3 Encourage the development of hazard mitigation related building codes and inspection procedures.

4.4 Encourage local governments to implement prioritized hazard mitigation projects.

4.5 Maintain a profile of existing available funding sources for structural mitigation projects and make it available through the Marion County website, press releases (as applicable), and any Marion County newsletters available to the public.

Goal #5 – To facilitate planning initiatives that ensure effective hazard mitigation programs and policies

5.1 In high-hazard rural areas, all regulatory agencies should discourage expenditures of public funds for infrastructure improvements that attract new residential development.

5.2 Develop strategies to reduce risk to healthcare patients and special needs populations within vulnerable areas, including land development code revisions to discourage the construction of new year-round residential facilities for treatment of special needs populations in coastal high hazard areas.

5.3 Encourage 100% municipal participation in the Community rating System (CRS).

5.4 Encourage all municipalities to develop and maintain an all-hazard Comprehensive Emergency Management Plan (CEMP) that is consistent with other county plans and procedures.

5.5 In areas identified by the vulnerability analysis as being a threat due to the presence of hazardous materials, local governments should encourage compatible land uses and improve public safety.

Goal #6 – Develop and enhance regional mitigation efforts

Objectives

6.1 Coordinate with other government agencies to develop regional mitigation efforts

Goal #7 – Promote mitigation partnerships

Objective

7.1 Develop effective partnerships with public and private sector organizations and significant agencies and businesses for future hazard mitigation efforts.

7.2 Coordinate with the East Central Florida Regional Planning Council Resiliency Collaborative Group's resiliency initiatives

Goal #8 - Reduce flood damage in the County

Objectives: Minimize damage due to flooding from stormwater

8.1 Adapt stormwater related flood control measures in the guiding principles including LDC and Comprehensive Plans

8.2 Approval of construction will not take place for any facility within a designated flood hazard area unless mitigation measures are identified and installed. These regulations will be found in the adopted flood control regulations.

Floods and Flood Related Hazards

Reducing flooding is one of the goals followed by mitigation initiatives that the Mitigation Planning Subcommittee selected for emphasis. The following discussion explains the goals that are now in place, based on the current analysis, and discusses the findings in light of enhancements to plans, policies, and programs that are or could be considered as mitigation initiatives for incorporation into the Marion County LMS.

Goals Analysis for Flood Mitigation and Related Programming

Flood Control

All the municipalities (even those in relatively non-flood-prone areas) and the County for the unincorporated areas have adopted some type of stormwater-related flood control measures in their guiding principles. For example, the County requires that adequate stormwater drainage will be provided to afford reasonable protection from flooding and to prevent degradation of quality of the receiving water. The County has

adopted numerous regulations concerning stormwater runoff and flood control. It will not approve construction of any facility within a designated flood hazard area unless mitigation measures as identified in the applicable regulations have been installed by the developer to overcome an identified flood hazard.

Enhancements regarding flood control programming

The analysis, as illustrated, indicated that there is a wide variability in how many of the key "guiding principles" documents stipulate controls and requirements for flood control measures. To the Mitigation Planning Subcommittee, this indicated a need to further assess, in detail, the current County and municipal flood control regulations. Consequently, the Mitigation Planning Subcommittee has recommended the hiring of a consultant to conduct a County-wide study of the various jurisdictions' compliance with FEMA requirements. Of course, if indicated, changes in the local plans and ordinances would be made resulting in program enhancements to control future flood damages.

Stormwater Runoff Level of Service

Due to the vulnerability of central Florida to flood hazards, the preliminary planning efforts have been geared towards this known hazard. This portion of the report is generated from the database material that deals with issues that are associated with stormwater management and conservation, flood control, and pollution control.

The County's Level of Service standard for new and existing development is listed in the following table:

Table VIII.1 Level of Service Standards

	Residential	Commercial	Industrial
City of Belleview (in the city)	69gpcd	462gud	960gud
City of Belleview (outside the city)	74gpcd	979gud	960gup
City of Dunnellon	125gpcd	125gpcd	125gpcd
City of Ocala	176gpcd	176gpcd	176gpcd
Marion County residential	150gpcd		
Marion County nonresidential	2750g/acre/day	150gpcd	150gpcd

All the municipalities and the County require some type of retention/detention systems to handle stormwater runoff from construction sites. They are required to be designed and located to be "compatible with those natural terrain or landscape barriers that protect the site from flooding". The County has adopted a broad goal to "maintain the direction and rate of historical (pre-development) surface water flows" for all proposed developments.

Enhancements regarding stormwater control programming

From the Working Group's perspective, the analysis to date indicates that the issues with enhanced

stormwater control do not lie in the "guiding principles" for this hazard, but rather in the existing infrastructure to effectively handle excess stormwater when it occurs. Therefore, the planning participants have viewed the enhancements needed in stormwater control to be most effectively addressed through structural mitigation initiatives to improve existing drainage projects or develop new projects. This would require additional funding for implementation of all the projects that are indicated as needed. Several such projects have been discussed with County stormwater management engineers, and it is anticipated that several structural initiatives concerning stormwater management will be proposed prior to finalizing the initial Strategy.

Stormwater Runoff and Pollution Control

A search for the mitigation factor "stormwater management" and the mitigation sub-factor of "pollution control" generated ten reports.

Highlights of the reports include the observation that all municipalities and the County have addressed stormwater management and pollution control. The County has adopted many ambitious regulations concerning stormwater and pollution control including a major ordinance adopted in 2009 specifically focused on protecting the natural springs of Marion County through a combination of stormwater controls, landscaping and irrigation standards, and land use regulations.

The County has established a well head protection area (WHPA) of 200' primary and 1,000'secondary from the well head to protect citizens from the effects of polluted stormwater runoff.

Additional control measures that have been enacted to control and reduce exposure to polluted water also include mandatory hook-ups to water and sewer service within calculated distances to Marion County services depending upon the intensity of the residential and commercial uses as well as the mandatory installation of nitrogen reducing septic systems within the Primary Springs Protection area if Marion County sewer services are not available.

Objective - Minimize damage due to pollution from stormwater

8.3 Design retention/detention systems to handle stormwater runoff from construction sites, not simply for final construction

8.4 Create development codes that provide structural mitigation measures to improve existing drainage projects and secondly develop new projects.

Water Use and Conservation

Of the focus areas selected by the Mitigation Planning Subcommittee, water use and conservation would also be related to wildfire control and the availability of water during drought for wildfire suppression. Thirteen reports have been developed which show some of the "guiding principles" that are currently in place to lessen the impact of stormwater runoff as it relates to conservation and nature, and potable water considerations.

The City of Ocala has included regulations regarding landscaping and particularly water conservation using irrigation systems. While the unregulated use of irrigation systems can create a significant draw on the local

water supply system, it can save considerable amounts of water compared to the use of hoses and lawn sprinklers.

Marion County has a regulation that states that the County shall implement water conservation programs and requirements that are consistent with the water conservation policies of the SJRWMD and the SWFWMD. Additionally, the County has adopted new landscape and irrigation regulations promoting the use of water efficient irrigation and use of native and drought tolerant plants on a countywide scale.

Enhancements regarding water conservation programming

Based on the "guiding principles" assessment, there were no clear indications that modifications or enhancements to plans and programs for water conservation were needed at this time for incorporation into the initial edition of the Strategy.

Goal #9 - Reduce water use and conservation to control the availability of water during drought for wildfire suppression

Objective - Minimize damage due to overuse of water

9.1 Adopt conservation regulations regarding types of landscaping allowed as well as type of irrigation systems allowed.

9.2 Approval of construction will not take place of any facility within a designated flood hazard area unless mitigation measures are identified and installed. These regulations will be found in the municipal flood control regulations.

Enhancements regarding hazardous materials control programming

The hazard identification and vulnerability assessment process undertaken by the Working Group has indicated that there are numerous "critical facilities" that exist within the predicted impact zone of facilities using or storing hazardous materials. The results of the "guiding principles" analysis indicates that it may be very helpful to further develop mitigation programming in this area for such activities as:

1) Awareness and educational programs for the special populations at risk
2) Enhanced accident warning systems for special facilities and population
3) Protective action planning to evacuate or shelter-in-place the populations of special facilities that do not currently have such plans
4) Revisiting the existing emergency plans of health care facilities at risk to incorporate shelter- in-place implementation procedures

To date, the planning participants have not had the opportunity to pursue such potential mitigation initiatives but can consider these and other options for initiatives for corporation into the Strategy.

Goal #10 - Reduce danger of critical facilities to potentially hazardous waste releases

Objective: Enhance critical facilities of potential danger.

10.1 Create an education program that critical facilities could provide to their employees

including directions to constructed-in-place shelters.

10.2 Have each municipality provided an early detection and warning system to the critical facilities in the event of a release.

Mobile and Manufactured Homes

The fact that mobile and manufactured homes is an area of focus for the "guiding principles" analysis reflects these structures have relatively greater vulnerability to high winds and flooding impacts. In addition, a high percentage of Marion County residents use this type of structure as their primary residence. Therefore, the hazard identification and risk assessment information presented indicates the large number of such structures at risk within Marion County, as well as their high level of vulnerability to damage from hurricane force winds.

Enhancements to programming for protection of mobile and manufactured housing

A search of the mitigation sub-factor "mobile homes" in the database produced only one report. The City of Ocala requires all new mobile home parks and subdivisions to be located on arterial or collector streets to facilitate movement of mobile home units into and out of the development. This is an indication that the existing "guiding principles" in Marion County may not be effectively addressing the risks to mobile and manufactured housing. This issue was more fully addressed with the promulgation of the State Building Code in 2007. Nevertheless, some of the potential mitigation initiatives that were previously considered by the Working Group for incorporation into the initial edition of the Marion County LMS regarding this program area were:

Goal #11 - Reduce risk of mobile home residents to natural disasters

Objective: Enhance the quality of the homes and specify locations for construction.

11.1 Develop new or enhanced codes regarding the characteristics of mobile home communities to provide enhanced capability in evacuation and/or sheltering from high winds.

11.2 Replace and/or retrofit mobile structures used in community buildings, schools, and local agency operations.

11.3 Propose other such programmatic improvements that would result in increased protection for residents of mobile and manufactured homes.

11.4 Improve enforcement of existing requirements for tie downs.

Objective: Provide education to residents of mobile homes

11.5 Establish a program for retrofitting community centers as storm shelters.

11.6 Distribute weather radios to mobile home community managers and/or residents of mobile homes for advanced warning of severe weather.

11.7 Establish a program for financially assisting economically disadvantaged mobile home residents in their pair or placement of tie downs.

11.8 Provide public education programs in wind and flood mitigation to existing mobile home residents.

The action items that are needed to ensure operability during a storm are primarily the same for all jurisdictions. To better understand which communities should focus on which action items, a spreadsheet was created. In this spreadsheet the values of High (H), Medium (M) and Low (L) have been assigned to each municipality's need to focus their primary mitigation strategies on a particular action item. A definition of the values and their relationship to the action item is described below.

Actions that promote control of hazards

Storm water controls – Stormwater management plans through grants and fees.

- H – Extreme documented flooding in jurisdiction
- M – Some flooding in specific areas
- L – Little to no flooding

Structures to lessen hazard impacts – Hurricane shutters are one of the most cost-effective mitigation measures. All critical public facilities should be "hurricane hardened." New facilities should be built to current structural standards for withstanding hurricane winds.

- H – Many critical facilities without hurricane hardening
- M – Few critical facilities without hurricane hardening
- L – All critical facilities have hurricane hardening

Actions that protect public facilities and infrastructure

Adjust infrastructure location, design – Avoid building new public infrastructure that will encourage growth in high hazard areas. Design new public infrastructure to withstand disasters.

- H – High development rate
- M – Some new development – very few public buildings
- L – New development – primarily private

Retrofit community facilities – Shutters, hurricane clips, roof retrofits, door braces

- H – Many facilities without hurricane hardening
- M – Few facilities without hurricane hardening
- L – All facilities with hurricane hardening

Hazard-proof new community facilities – Assure proper elevation, backup generators, safeguard computers and communications systems.

- H – All public facilities should comply due to potential hazards
- M – Some potential for future hazards
- L – Very little potential for hazards

Site community facilities to maintain services – Site community facilities near trunk lines for utilities. and ensure that access roads don't flood.

- H – Very little development outside city limits
- M – Expanded city limits
- L – Continual development

Actions that promote emergency preparedness and response

Preparedness plan/program – increase communications system and warning procedures for all disasters. Increase weather-monitoring capabilities.

- H – Level of potential hazards
- M – Level of potential hazards
- L – Level of potential hazards

Emergency response plans – Continue ongoing efforts for planning, preparedness and training. Focus on issues identified in needs assessments.

- H – No specific response plan
- M – A limited response plan
- L – Response plan

Evacuation plan/program – Begin with population/ housing analysis possibly following the census. Perform transportation analysis using updated traffic counts and roadway Capacities.

- H – Based on Population
- M – Based on Population
- L – Based on Population

Sheltering plans – Perform structural analysis of shelters and incorporate population analysis.

- H – No hurricane shelters
- M – Small number of shelters
- L – Adequate shelter

Table VIII.2 Primary Mitigation Activities by Action Item						
	Belleview	**Dunnellon**	**McIntosh**	**Ocala**	**Reddick**	**Marion Unincorporated**
Actions that promote control of hazards	M	M	L	H	L	H
Storm water controls – Stormwater management plans through grants and fees.	L	H	L	L	L	M
Structures to lessen hazard impacts – Hurricane shutters are one of the most cost-effective mitigation measures. All critical public facilities should be "hurricane hardened." New facilities should be built to current structural standards for withstanding hurricane winds.	H	H	H	H	H	H
Actions that protect public facilities and infrastructure	M	M	L	H	L	H
Adjust infrastructure location, design – Avoid building new public infrastructure that will encourage growth in high hazard areas. Design new public infrastructure to withstand disasters.	M	L	L	H	L	H
Retrofit community facilities – Shutters, hurricane clips, roof retrofits, door braces	H	H	H	H	H	H
Hazard-proof new community facilities – Assure proper elevation, backup generators, safeguard computers and communications systems.	M	H	L	M	L	M

Site community facilities to maintain services – Site community facilities near trunk lines for utilities and ensure that access roads don't flood.	M	M	M	M	M	M
Actions that promote emergency preparedness and response	M	M	L	H	M	H
Preparedness plan/program – increase communications system and warning procedures for all disasters. Increase weather monitoring capabilities.	M	H	L	M	L	M
Emergency response plans – Continue ongoing efforts for planning, preparedness and training. Focus on issues identified in needs assessments.	L	L	L	L	L	L
Evacuation plan/program – Begin with population/ housing analysis possibly following the census. Perform transportation analysis using updated traffic counts and roadway capacities.	M	H	L	H	L	M
Sheltering plans – Perform structural analysis of shelters and incorporate population analysis.	M	M	M	M	M	M

Other Program and Policy Enhancements

In conducting the "guiding principles" analysis, the Working Group recognized that there would be a need for enhancements to plans, policies and programs that would not be directly related to a single type of hazard or disaster event. The progress in addressing this area of program enhancement is summarized below.

Post-Disaster or Long-Term Community Redevelopment

A review of the existing "guiding principles" indicated that another area in need of enhancements for plans, programs and policies is in controlling post-disaster redevelopment. A search of the database on this topic indicates the Marion County Comprehensive Emergency Management Plan addresses recovery in a generic sense; for example, it discusses damage assessment, public assistance, and reconstruction. However, the reconstruction discussion describes the technical assistance that is available to obtain funds for redevelopment, without mentioning stricter building codes/standards that may or may not be in effect.

Enhancements to post-disaster redevelopment programming

The existing "guiding principles" do not appear to provide an adequate basis to effectively manage the post-disaster redevelopment process in the aftermath of a major disaster striking the area. Therefore, one of the enhancements to the existing plans and programs will be to propose to develop a comprehensive, multi-organizational planning process to develop a coordinated plan for management of post-disaster redevelopment operations.

Concept Papers for Consideration by the Marion Working Group for LMS Development

Concept Paper #1 Wildfire Risk Management Ordinance

A Proposed Mitigation Initiative to Develop* a *Wildfire Risk Management Ordinance

Origin of the Initiative: The analysis of the guiding principles governing mitigation programming has indicated that there is no comprehensive guidance for the control of wildfire risk in the unincorporated areas of Marion County or in its municipalities. In comparison with the wildfire risk documented by the hazard identification and vulnerability assessment process conducted for Marion County, as well as experience with wildfires, has demonstrated a need for improved capabilities in wildfire risk management.

Summary of the Initiative: The communities at risk from future wildfires, as defined by the hazard identification and vulnerability assessment process, would propose considering for adoption, at a later appropriate time, a comprehensive addition to the land development code to control the wildfire risk of new developments. This proposed code change could encompass the following basic options:

Mandatory vs. voluntary - Developed vs. undeveloped lands
Small vs. large property tracts - Vegetation control only
Control over tract development pattern - Control over landscaping
Provisions for emergency declarations - Specific locations addressed
Changes to any local restrictions on prescribed burning of properties

Possible Sponsors for the Initiative: The County (Fire-Rescue, Planning and Zoning, Growth Management, etc.) for unincorporated areas at risk; Municipal governments for the towns and cities at risk.

Benefits of the Initiative: For those jurisdictions where adopted, and depending on the terms of the proposed code change, the result during future wildfire events could be a reduction in property damage, a lessening of the threat to public health and safety to residents in the urban interface, and minimization of emergency response and disaster recovery costs.

Cost Impact of the Initiative: The cost to develop and promulgate the proposed ordinance would be very small to local governments. However, depending on the terms of the proposed code change, there could be a cost to land developers and owners for compliance.

Likely Funding Source: It would not be necessary to establish a funding source for a code change such as this.

Concept Paper #2 Notification of Special Populations

A Proposed Mitigation Initiative to Improve Notification of Special Populations at Risk and Their Preparedness for Emergency and Disasters

Origin of the Initiative: The hazard identification and vulnerability assessment process has demonstrated that there are several facilities holding special populations, as well as special needs individual's resident among the general population, that are vulnerable to a variety of natural and technological disasters. Several of these types of disasters have the potential for rapid onset or escalation. Currently Marion County does not have the means to rapidly notify these individuals at risk, and they are typically not prepared to promptly take effective protective actions.

Summary of the Initiative: Marion County and its municipalities need a mechanism to quickly notify these facilities and individuals of a threatening emergency and to have assurance that effective protective actions will be taken. Currently, there is uncertainty as to the optimum way to make these notifications, and guidance for emergency response planning for different types of facilities is limited. Therefore, a study of the optimum notification mechanism for special facilities will be conducted and, as a part of the study, one or more types of effective emergency planning guidance will be defined to address the needs of the facilities and prepared for distribution.

Possible Sponsors for the Initiative: The County's emergency management agency may be the most appropriate sponsor, with the cooperation of other County and municipal agencies who deal with the needs of special populations and special needs individuals. State agencies responsible for health care facilities could also be involved.

Benefits of the Initiative: The Initiative would create an increased capability to protect the health and safety of special populations and special needs facilities once the notification system was in place and the planning guidance distributed and used.

Cost Impact of the Initiative: The costs of the Initiative would be for time and services of personnel in the study of the notification systems needed and development of the guidance documents. An estimated cost of $75,000, for both activities, to enlist the services of a private consultant specializing in this type of service would be a close approximation. Additionally, follow-up costs would be necessary for the purchase and installation of the notification system and the distribution and utilization of emergency planning guide documents.

Likely Funding Sources: Likely funding sources could be a competitive grant from the Florida Division of Emergency Management or from federal grants for programs to support the elderly, economically disadvantaged, or the handicapped.

Concept Paper #3 Post Disaster Redevelopment Plan

A Proposed Mitigation Initiative to Prepare a Comprehensive Post-Disaster Redevelopment Plan

Origin of the Initiative: Review of the existing guiding principles for Marion County and its municipalities indicates that there is no comprehensive plan for guiding and managing the redevelopment of the impacted community in the aftermath of a major disaster.

Summary of the Initiative: Request resources to prepare a County-wide, comprehensive redevelopment plan for management of local government operations in the redevelopment of the impacted communities. The planning would involve County and municipal agencies, and perhaps key elements of the private sector. The plan would address redevelopment issues such as issuance of building permits, construction inspection, contractor qualification, support to impacted businesses and industries, demands on local agencies and personnel, etc.

Possible Sponsors for the Initiative: The County would be the most likely sponsor of this initiative, perhaps utilizing an approach establishing a lead County agency, such as land planning, growth management, permitting and inspection, with other designated support County agencies, such as emergency management, utilities, etc.

Benefits of the Initiative: The availability of a comprehensive, county-wide redevelopment plan would have many benefits in the aftermath of a major disaster. The policies and requirements governing reconstruction of damaged properties, utilities, and the infrastructure would be established. Plans would also be in place to mobilize the additional resources needed at the County and municipal level to expedite the effective and efficient process of helping the community return to normalcy. This plan would enable local governments to speed the reconstruction and redevelopment effort without unwarranted compromise to ensuring the future "disaster-resistance "of the rebuilt communities, minimizing the overall economic and human costs of the event.

Costs Impact of the Initiative: The costs of the Initiative would be for the time and materials needed by County and municipal personnel to meet for decision-making, gather information, prepare documentation, and seek promulgation of the plan by local governing bodies. If desired, a budget for contracting with a consultant to assist in the planning process could be incorporated into the initiative. Overall, an estimated cost of $50,000 to $75,000 could be anticipated.

Likely Funding Sources: A variety of funding sources could be considered for implementation, including local government budgeting, hazard mitigation grant program funding, or funding under the State's Emergency Management and Preparedness Trust Fund (Competitive grant program).

Concept Paper #4 Increase Flood Awareness

A Proposed Mitigation Initiative to Increase Awareness of Flood Hazards and the Need for Flood Insurance

Origin of the Initiative: A survey of both the public and local businesses has indicated that there is a lack of awareness of the flood hazard in areas of Marion County and its municipalities among a significant portion of the respondents. In addition, the surveys have also indicated that significant portion of the property and business owners located in the floodplain do not have flood insurance.

Summary of the Initiative: The proposed initiative would consist of developing and implementing County-wide educational program for both the public and businesses located in the special flood hazard areas. This program could consist, as desired, of the following elements:

> Identification of the properties at risk - Development of educational materials Identifying agents selling flood insurance - Promoting the flood insurance purchase Encouraging flood proofing - Advanced disclosure to property buyers

Possible Sponsors for the Initiative: This Initiative could be sponsored on a County-wide basis by a single agency from the County, with the cooperation of each participating municipality having properties at risk from flood. Insurance agents or associations of agents may wish to cooperate in promoting the purchase of flood insurance. Chambers of Commerce and business associations may be interested in promoting the program to business owners. Mortgage lending institutions and/or Realtors could also be interested, positively or negatively, in the question of advanced disclosure of risk.

Benefits of tile Initiative: The proposed program would be expected to increase the percentage of property and business owners who purchase and maintain flood insurance, thereby lowering the economic impacts of future flood disasters.

Costs Impact of the Initiative: The costs for the Initiative would be for the identification of properties at risk, development of educational materials, and their distribution. Additional costs may be necessary to publicize the program to the community at large to achieve a higher percentage of participation. There would be a cost impact of the program to those property owners purchasing flood insurance for the first time.

Likely Funding Sources: A proposed mitigation initiative such as this would probably be eligible for state funding under the Hazard Mitigation Grant Program, the Flood Mitigation Assistance Program, the competitive County or municipal grant program of the Florida Division of Emergency Management, or similar mitigation-related funding program.

Concept Paper #5 Mobile and Manufactured Housing

A Proposed Mitigation Initiative to Improve Hazard Mitigation Programming for Mobile and Manufactured Housing Residents

Origin of the Initiative: The hazard identification and vulnerability assessment process for Marion County has indicated that there are several mobile and manufactured home communities that are vulnerable to the impacts of high winds, flooding, and wildfires. The guiding principles analysis has also indicated that the County and its municipalities do not currently have specific programs or requirements that address these risks.

Summary of the Initiative: The County and those municipalities having mobile and/or manufactured home communities of significant size would develop programs appropriate to their own needs in areas such as:

Inventorying of existing homes by age/type - Survey of condition of homes
Promulgation of codes for new communities - Funding for home retrofitting
Community-specific vulnerability assessment - Community education programs
Warning and notification systems - Storm shelter development
Community-based emergency planning - Risk disclosure to residents

Possible Sponsors for the Initiative: Development of this program may be the most effective if done on a consistent, county-wide basis. Local governments would have the statutory authority to implement such functions as code promulgation and code enforcement inspections, and the appropriate agency within the

County or its municipalities would be the sponsor if these components are included. Community associations and/or management may be suitable for sponsoring educational components. County and/or municipal emergency services agencies may be good sponsors for vulnerability assessment and emergency planning program components.

Benefits of the Initiative: The higher vulnerability of the residents of mobile and manufactured homes to disaster-related safety risks would be decreased. Depending on the specific components of the proposed program, property damage from future disasters could also be minimized.

Costs Impact of the Initiative: The costs and/or cost impact of the Initiative would vary with the scope of the programs proposed and their components. Generally, there could be personnel costs for program development, design and construction costs for retrofitting programs, and cost-impacts to property owners for meeting the requirements of any codes to be promulgated. Risk disclosure could be claimed to have a cost impact as well.

Likely Funding Sources: Probably funding sources would vary with the program components included. State hazard mitigation grant programs may be suitable for construction and retrofitting. Funds for defined populations, such as low income, may also be available. Community associations and management may be appropriate sources for funding education programs.

Concept Paper #6 Evacuation Routes

A Proposed Mitigation Initiative* of *Hazards Threatening Evacuation Routes

Origin of the Initiative: The hazard identification and vulnerability assessment process has indicated that designated evacuation routes within Marion County and several municipalities are threatened with flooding, debris blockage and other types of hazards. To protect the capability to evacuate, it is necessary to eliminate or minimize these types of hazards.

Summary of the Initiative: All evacuation routes important to the effective evacuation of specific neighborhoods, or to supporting regional hurricane evacuation that are vulnerable to localized flooding would be defined and mitigation initiatives proposed for implementation (e.g., roadway elevation, storm drainage improvement, etc.)

Possible Sponsors for the Initiative: The sponsors selected for this initiative would depend on their responsibility for the roadways of concern. Potential sponsors could include State, County or municipal highway departments, perhaps in conjunction with the County or municipal agency responsible for public works or storm water management.

Benefits of the Initiative: Upon completion of the construction, the greater assurance that evacuation routes will remain available to traffic when needed could reduce evacuation times and help protect the lives of evacuating populations. In most cases, evacuation routes are also the principal roadways serving the community.

Costs Impact of the Initiative: Costs for the initiative would depend on the number of roadways requiring attention, and the scope of the corrective project selected for each point of vulnerability. Costs would likely be

significant in view of the construction-related nature of each project.

Likely Funding Sources: Funding sources could include those typically used for capital improvement projects of this type, such as highway and public works funds. In addition, due to the mitigation- related purposes of these projects, Hazard Mitigation Grant Program and Flood Mitigation Assistance Program may be available.

Concept Paper #7 Business Emergency Preparedness

A Proposed Mitigation Initiative to Develop and Implement* a *Comprehensive Business Emergency Preparedness Program

Origin of the Initiative: A survey of businesses and industries conducted by the Marion County Working Group indicated that there is a significant portion of the County's private sector that is not fully prepared to respond to and recover from future disasters.

Summary of the Initiative: A comprehensive package of awareness, education and guidance materials would be prepared and made available to the private sector. This package, as desired, could consist of one or more of the following:

Awareness information on risk areas - A "model" emergency response plan
A "model" business recovery plan - Information on flood insurance availability Data on business interruption insurance - Workshops on emergency preparedness Creating a business assistance center - Creating a business ESF for the County Establishing a mitigation loan fund - Creating a preparedness award program

A "refresher" package of similar material, or a program of implementation monitoring, could be included in the initiative to maintain the program in future years.

Possible Sponsors for the Initiative: Sponsors from the private sector would probably be the most effective, and could include chambers of commerce, economic development agencies, business roundtables, etc. Insurance companies or associations may also be interested. Public sector sponsors could include County emergency management agencies or business promotion and support offices.

Benefits of the Initiative: Initial implementation and continuing maintenance of the program would result in a business community less vulnerable to extended loss of operation or complete closure as the result of future disasters. This would avoid loss of jobs, purchase of goods and services, and tax revenue generation after future disasters. Depending on the size and characteristics of the businesses participating, the savings could be very substantial.

Costs Impact of the Initiative: Costs would be for the development of the informational and guidance materials, and the resources needed for the implementation method utilized. If a revolving business mitigation loan fund was included in the program, an initial principal amount would be required. If development of a business ESF or a business disaster assistance center was included, the costs for the personnel resources needed for the planning should be considered.

Likely Funding Sources: Funding sources could depend on the scope and characteristics of the program selected as the initiative. Private sector organizations may be interested in funding the educational components of the program, while insurance and banking interests may have an interest in insurance and loan programs.

Initiative/Project Scoring and Prioritization Procedures

This procedure is for the development and maintenance of the Marion County Local Mitigation Strategy (LMS) Mitigation Initiative/Project Listing to prioritize those projects listed in the LMS document. The goal is to provide objective and consistent standards for the LMS Steering Committee for the evaluation, scoring, and prioritization of projects to allow for an effective comparison of projects when potential funding sources become available.

Overview

The scoring/prioritization process is necessary to identify and establish a prioritized list project for the LMS document. Scoring using the information provided by the Mitigation Initiative/Project Application submitted for each project. Scoring projects intends to incorporate three basic considerations:

1. Consider all foreseeable significant decision factors involved in the merit and feasibility of implementing the proposed project,
2. Provide a uniform method to numerically quantify projects for scoring and ranking and support potential computerization of the scoring/prioritization,
3. Provide a uniform method to evaluate projects regardless of their origin, restrictions, and purposes by assessing each project individually to determine the resulting score and prioritization including for the funding situations.

Decision Factors

In all cases, the LMS Steering Committee will score the projects based only on the "worst case" analysis, using the information provided on the Mitigation Initiative/Project Application. The analyses conducted for the "most likely" situation will be useful during the application process for funding or other approval/permitting steps. The higher the numerical score of the project, the higher the overall priority of the project by the LMS Steering Committee.

The scoring procedure in the 2025 LMS Five-Year Plan is identical to the system that was utilized under the 2020 LMS Five-Year Plan. As new projects are reviewed and ranked annually, maintaining the same system allows for consistency within the ranking process.

The decision factor categories considered for scoring are:

1. The population benefited
2. The percentage of the jurisdiction benefited
3. Health and safety considerations
4. The cost of implementing the project
5. The cost impact of the initiative
6. The benefit to cost / cost impact ratio
7. The probability of community acceptance
8. The probability of funding

9. The feasibility of implementation
10. Consistency with other plans and programs

The rankings assigned to each factor are explained below.

Scoring for Prioritization Decision Factors

Total Population Benefited

This decision factor accounts for the total number of people that would be directly or indirectly benefited by implementation of the proposal, reflecting the likely importance to the County of the initiative.

Score	Description of Decision Factor
4	76 to 100% of the total County population (BEBR)
3	51 to 75% of the total County population (BEBR)
2	26 to 50% of the total County population (BEBR)
1	6 to 25% of the total County population (BEBR)
0	Less than 5% of total County population (BEBR)

Percentage of Jurisdictions Population Benefited

This decision factor allows for consideration of the percentage of the population within a defined jurisdiction that would directly or indirectly benefit from implementation of the initiative, reflecting the likely importance t the specific jurisdiction of the initiative.

Score	Description of Decision Factor
4	76 to 100% of the jurisdiction's population
3	51 to 75% of the jurisdiction's population
2	26 to 50% of the jurisdiction's population
1	6 to 25% of the jurisdiction's population
0	Less than 5% of the jurisdiction's population

Health and Safety Considerations

This decision factor is the second step in adding weight to the importance of the human health and safety benefits that are to be derived from implementation of the initiative. (The first step was the multiplier applied to the estimated benefit to cost ratio of the proposed initiative during the preparation of the form "Characterization of proposed mitigation Initiatives".)

Score	Description of Decision Factor
4	76 to 100% of the total County population (BEBR)
3	51 to 75% of the total County population (BEBR)
2	26 to 50% of the total County population (BEBR)
1	6 to 25% of the total County population (BEBR)
0	Less than 5% of total County population (BEBR)

The Cost of the Initiative

This decision factor considers the cost of implementing the initiative.

Score	Description of Decision Factor
4	No quantifiable cost to implement the initiative
3	The cost is estimated to be less than $250,000
2	The cost is estimated to be between $250,000 and $1,000,000
1	The cost is estimated to be between $1,000,000 and
0	The cost is estimated to be over $5,000,000

The Cost Impact of the Initiative

The decision factor considers the cost impact of implementing the initiative. The values are the total over the anticipated life of the initiative.

Score	Description of Decision Factor
4	No quantifiable cost to implement the initiative
3	The cost is estimated to be less than $250,000
2	The cost is estimated to be between $250,000 and $1,000,000
1	The cost is estimated to be between $1,000,000 and
0	The cost is estimated to be over $5,000,000

The Benefit to Cost/Cost Impact Ratio

This decision factor considers the benefit to cost ratio, adjusted for health, safety, and valuable resource protection, of implementing the initiative.

Score	Description of Decision Factor
4	The adjusted benefit to cost ratio is 5.0 or more
3	The adjusted benefit to cost ratio is 4.0 to 4.9
2	The adjusted benefit to cost ratio is 3.0 to 3.9
1	The adjusted benefit to cost ratio is 2.0 to 2.9
0	The adjusted benefit to cost ratio is 1.0 to 1.9

The Probability of Community Acceptance

This decision factor considers the likelihood that the community will accept implementation of the initiative as it is currently planned by the proposed organization.

Score	Description of Decision Factor
4	This initiative is likely to be endorsed by the entire community
3	The initiative would benefit only those directly affected and would not adversely affect or be noticed by the remainder of the community
2	The initiative would be somewhat controversial with and/or opposed by special interest groups or a small percentage of the general population
1	The initiative would be strongly opposed by special interest groups or a significant percentage of the general population
0	The initiative would be strongly opposed by nearly all the general population and special interest groups

The Probability of Receiving Funding for Implementation

This decision factor considers the likelihood that the appropriate officials or agencies would fund the project adequately for its implementation as proposed. The scoring approach for this decision factor relies on the concept that the potential for difficulty in funding means that the initiative should be ranked higher than for one for which funding can be easily secured. This reflects the assumption that one of the fundamental purposes of the Marion County Local Mitigation Strategy is to provide funding for meritorious initiatives which otherwise may not be funded in a timely manner.

Score	Description of Decision Factor
4	No potential funding sources for this initiative can be readily identified
3	The only potential funding source is post-disaster mitigation funds
2	Funding could only be accomplished through matching local dollars with funds from other sources; or would require a mixture of funding sources
1	Funding can probably be obtained through locally controlled long-term budgeting (more than 2 years) or grants for this type of initiative are known to be available and the chance of successful application is moderate
0	Funding is available through locally controlled short-term budgeting (less than 2 years) or a grant for this type of initiative is known to be available and the chance of successful application is high

The Feasibility of Implementation

This decision factor considers issues that are influential to the feasibility of implementation of the initiative from an administrative or managerial perspective. The following list of considerations is to be evaluated for the proposed initiative.

- The time evolved for planning and/or completion
- The requirement to involve numerous agencies and/or jurisdictions
- The type, number and time needed to secure permits and approvals
- The initiative would require a referendum vote by the general public
- The initiative would require a public hearing and/or commission/council approval

Score	Description of Decision Factor
4	The initiative would be relatively easy to put in place within a year.
3	The initiative is not anticipated to be difficult to put in place because none of the considerations listed is applicable or would only have minimum influence on the implementation process.
2	The initiative is somewhat difficult to put in place because one of the considerations listed is applicable and implies significant influence on the implementation process
1	The initiative is difficult to put in place because two of the considerations listed are applicable and imply significant influence on the implementation process.
0	The initiative is very difficult to put in place because three or more of the considerations listed are applicable and imply significant influence on the implementation process.

Consistency with other Plans and Programs

This decision factor is used to consider the level of consistency that the mitigation initiative has with other current plans and programs that have been previously approved, accepted or utilized by the community to be affected or benefited by the initiative. The premise here is that proposed mitigation initiatives should be ranked

higher if they are consistent with these other plans and programs, rather than if they are inconsistent or in conflict with the goals and objectives of generally accepted guiding principles.
The following types of plans, policies and programs to be considered under this decision factor are the following:

The goals and objectives of the Marion County Local Mitigation Strategy

The jurisdiction's comprehensive growth management plan

The jurisdiction comprehensive emergency management plan and/or the Marion County Comprehensive Emergency Operations Plan

Any applicable land development code, zoning ordinance, or land use plan

Any applicable environmental resource preservation or protection plan, policy or ordinance

Any other applicable local, state or federal law of regulation

Score	Description of Decision Factor
4	The initiative is incorporated into at least three of the documents listed, or judged to be highly consistent with all
3	The initiative is incorporated into at least two of the documents listed, or judged to be highly consistent with all documents
2	The initiative is incorporated into at least one of the documents listed, or judged to be highly consistent with all documents
1	The initiative is not known to be incorporated into any of the documents listed, and there is uncertainty whether it is inconsistent with or in conflict with any of the documents listed
0	There is some anticipation that the initiative may have inconsistencies and conflicts with any of the documents listed, but additional analysis is necessary to determine if such conflicts are irresolvable

Funding Sources

These sources described below are administered through the State of Florida and consider hazard mitigation as a main priority in their funding criteria. It is recommended that further information on any of these grants funding sources be investigated by accessing the respective agency website.

Hazard Mitigation Grant Program

The Hazard Mitigation Grant Program (HMGP) operates under the authority of Public Law 100707, the Robert T. Stafford Disaster Relief and Emergency Assistance Act. There are two (2) hazard mitigation programs authorized under the Stafford Act. The site-specific mitigation under Section 406 of the Stafford Act is part of each Damage Survey Report that is written if authorized by the federal/state/local officials and is in accordance with any applicable rules and regulations. This type of mitigation receives 75 percent federal money and requires a state/local match of 25 percent. However, the State of Florida will currently provide half of the 25% match for grant applications that are awarded HMGP funds.

The HMGP under Section 404 provides 75/25 matching funds to eligible applicants to implement immediate and long-term hazard mitigation measures. A total of up to 15 percent of the combined public assistance and individual assistance programs are available to fund hazards mitigation projects.

These measures will be consistent with the state's Hazard Mitigation Administrative Plan and the Hazard Mitigation Plan developed in response to the planning requirements of the Stafford Act. The HMGP is used to fund projects to protect either public or private property.

Examples are:

> Structural hazard control or protection, such as debris basins or stormwater facilities. Retrofitting of critical facilities, such as flood proofing or installation of hurricane shutters. Property acquisition, relocation, and elevation to protect structures from future damage. Development of state and local mitigation standards, and comprehensive mitigation plans or programs with implementation as an essential component.

Public Assistance Funding

Section 406 of the Stafford Act authorizes funding to local governments for cost-effective repairs, restoration, reconstruction, or replacement of a public facility damaged or destroyed by a major disaster. This funding is site specific and must be tied to specific damaged facilities.

The Federal Coordinating Officer may authorize hazard mitigation measures that are necessary for compliance with codes and standards if the measures are in public interest and the following conditions are met:

1. The mitigation measures will substantially reduce or eliminate the risk of recurring damage to the facility.
2. The measures reflect sound engineering and construction practices.
3. The measures are cost-effective.
4. Applicable environmental and floodplain management requirements have been met.

It is important that the State Hazard Mitigation Officer work with the Hazard Mitigation Engineer when inspecting the damage to make site specific recommendations for incorporating hazard mitigation measures into necessary repairs and to include them in the Damage Survey Reports.

Emergency Management Preparedness and Assistance Trust Fund

The Emergency Management Preparedness and Assistance Trust Fund (EMPA) consists of two competitive grant programs: The Emergency Management Competitive Grant Program and the Municipal Competitive Grant Program. Both programs are designed to implement projects that will further State and local emergency management objectives. The Notice of Funding Availability (NOFA) to open grant cycles for the EMPA grant programs are published in the Florida Administrative Weekly. Examples of eligible activities include:

- Storm Shelter and critical facility retrofitting and equipping. Informational studies relating to evacuation scenarios, hurricane insurance risk assessment, transportation methodologies.
- Operational readiness and response equipment (such as radios, potable water delivery system, search and rescue equipment, warning/alert devices).
- Public disaster education projects, including individual training, radio and television public service announcements, brochures/ publications.
- LMS development activities.

Building Resilient Infrastructure & Communities (BRIC)

Building Resilient Infrastructure and Communities (BRIC) support states, local communities, tribes and territories as they undertake hazard mitigation projects, reducing the risks they face from disasters and natural hazards. BRIC is a new FEMA pre-disaster hazard mitigation program that replaces the existing Pre-Disaster Mitigation (PDM) program.

The BRIC program guiding principles are supporting communities through capability- and capacity-building; encouraging and enabling innovation; promoting partnerships; enabling large projects; maintaining flexibility; and providing consistency.

- Conducting a capability gap analysis (or partner network analysis) to determine where partnerships could be helpful or where funding matching opportunities can be leveraged
- Providing or attending training on evaluating, pursuing, or sustaining partnerships
- Supporting partner identification or partnership development activities (e.g., hosting a partner fair, pursuing
- initiatives with higher education institutions, engaging with economic development organizations)
- Involving private-sector and Community-Lifelines operators, such as health and medical, energy, and transportation service providers, in the mitigation planning processes
- Developing a partner database or online portal to submit and share partnership case studies
- Pursuing opportunities for knowledge transfer between partners (e.g., mentoring or shadowing programs)
- Attending state, local, tribal, territorial, regional, or national conferences to support knowledge sharing and partnership development

- Hosting a forum to share best practices and lessons learned or conducting mitigation-related tabletop exercises to build relationships
- Sustaining existing partnership initiatives or capitalizing on existing networks
- Implementing other innovative partnership approaches identified by the Applicant or sub-applicant to meet stated needs

Flood Mitigation Assistance Program (FMAP)

The Florida Division of Emergency Management in coordination with the Federal Emergency management Agency administers the FMAP which is a pre-disaster grant program. Planning is the foundation of flood mitigation. Therefore, the State of Florida and FEMA encourage local governments to identify ways to reduce their risk of flood damage by preparing Flood Mitigation Plans.

Planning grants may be provided to local governments to develop or update the flood portion of Local Mitigation Strategies. Project grants are available to owners of repetitively flooded structures to reduce flood losses. Examples of projects include:

- Elevation of structures insured by the National Flood Insurance Program (NFIP).
- Acquisition of NFIP insured structures and real property.
- Relocation or demolition of NFIP insured structures.
- Dry flood proofing of NFIP insured structures.
- Minor localized drainage projects.
- Beach re-nourishment activities.

Florida Communities Trust

The Florida Communities Trust Program (FCT) provides approximately $66 million annually to local governments. Small local governments with a population of less than 10,000 are eligible for a 100% grant award. The amount of any award or combination of awards to an applicant cannot exceed ten percent of the advertised amount of available funding. Application cycles are announced in the Florida Administrative Weekly at least 75 days prior to each application deadline.

The FCT program offers incentives to assist local governments in protecting resources identified in the comprehensive plan. FCT helps to implement conservation, recreation, open space, and coastal management elements. FCT provides financial and technical assistance to acquire lands that conserve natural resources, correct undesirable development patterns, restore degraded natural areas, enhance resource values, restore deteriorated urban water fronts, reserve lands for later purchase, use innovative land acquisition methods, and provide public access to surface waters.

Florida Small Cities Community Development Block Grant (CDBG)

In addition to the long-established CDBG entitlement programs the state allocates funding for a Neighborhood Revitalization program and an Economic Development program. Typical activities that are eligible for the Revitalization program are:

- Construction of water and sewer lines
- Construction of streets and neighborhood facilities
- Sewer and water system hookups
- Upgrades to systems in low to moderate income neighborhood housing.

Typical activities eligible for funding under the Economic Development program are:

- Assistance to local businesses in retaining or creating jobs.
- Public infrastructure is necessary for business to locate at a desired site.

The CDBG program will also allocate funding to affected areas following Presidentially declared disasters. Current priorities are acquisition of repetitive loss properties, elevation of structures, and drainage projects. As always, CDBG grant funding focuses on low to moderate income households.

Florida DEO Disaster Recovery Initiative

The Department of Economic Opportunity operates a disaster recovery initiative funded by CDBG funds. Disaster Recovery projects rehabilitate damaged housing and infrastructure and strengthen housing and public structures. Residential recovery funds have been used to repair storm-damaged houses, provided funding for buy-outs, and relocation for flood plain residents. Infrastructure funds provide funds for storm water, sewer, drainage, and street improvements. CDBG Disaster Recovery funds are made available to states and local governments designated by the President of the United States as disaster areas. Communities must have significant unmet recovery needs and the capacity to carry out a disaster recovery program.

Disaster Recovery funds are most appropriate for long-term recovery needs. Grantees may use funds for recovery efforts that involve housing, economic development, infrastructure and prevention of further damage to affected areas. Activities must meet at least one of three program national objectives:

- Benefit people with low and moderate income
- Aid in the prevention or elimination of slums or blight
- Meeting other urgent community development needs

Other Emergency Related Funding Sources

These funding sources are not specifically targeted by the LMS, however they are included to give a more complete overview of disaster-related funding sources.

Small Business Administration (SBA)

Once implemented, the SBA program can offer low interest rates to individuals and businesses for refinancing, repair, rehabilitation or replacement of damaged property (real and personnel). Loans may be available to businesses which have suffered an economic impact as the result of the disaster. An SBA declaration can be made independently or in concert with a Presidential disaster Declaration. There must be a minimum of 25 homes or businesses with 40 percent or more uninsured losses and/or five businesses with substantial economic or physical losses.

Temporary Housing

In the event of a Presidentially declared disaster, the FEMA managed Temporary Housing Program may be authorized to meet the housing needs of victims. The program has several components including:

1. Mortgage and Rental Assistance Program Individual and Family Grant Program

   Applicable to individuals or families who have received written notice of eviction or foreclosure due to financial hardship caused by the disaster.

2. Rental Assistance

   Provided to homeowners or renters, whose dwelling is determined unlivable as a direct result of the disaster.

3. Minimal Repair Program

   This program provides money for owner occupied primary residences which have sustained minor damage and are unlivable as a direct result of the disaster.

4. Mobile Homes or Other Readily Fabricated Dwellings

   When all other avenues are exhausted, FEMA may initiate the mobile home program. Such homes are moved to, or near, the disaster site and set up.

The Individual and Family Grant Program provides grants up to $10,000 to help families meet serious needs and necessary expenses that are not covered by other governmental assistance programs, insurance, or other conventional forms of assistance. Financial aid can be provided in the following categories:

- Medical expenses
- Transportation costs
- Home repairs

- Replacement of essential property
- Protective measures
- Funeral expenses

75 percent of the costs are funded by FEMA and 25 percent funded by the state and/or local government.

Disaster Unemployment Assistance

Individuals unemployed because of a major disaster and not covered by regular state or private unemployment insurance programs, will be eligible for unemployment benefits. The weekly compensation received will not exceed the maximum amount of payment under Florida's Unemployment Compensation Program and may be provided until an individual is re-employed or up to 26 weeks after the major disaster is declared, whichever is the shorter period.

Farmers Home Administration (FmHA)

Low interest disaster loans are made available to farmers, ranchers and agricultural operators for physical or production losses. Loans of up to 50 percent of the loss are made available to farmers, ranchers and agricultural operators for physical or production losses. Loans of up to 50 percent of the loss or $500,000 (whichever is less) may be made to either the tenant or owner of the agricultural business.

Income Tax Service

The Internal Revenue Service helps victims identify ways in which the disaster affects their federal income tax. Casualty loss credits, early tax refunds and information on lost documentation are some services available to disaster victims.

Food Coupons

Emergency food coupons may be made available to disaster victims. This program is administered by the U.S. Department of Agriculture at the federal level and DHRS at the state level. Length and eligibility for receiving food coupons will be determined by the President.

Community Outreach

FEMA and state officials will conduct "outreach" activities to inform disaster victims concerning what programs are available, where the DACS are located and hours of operations. This outreach will be accomplished by utilizing all media resources and by assembling and deploying outreach teams to remote areas to inform residents of assistance efforts.

Disaster Related Stress Management

Professional services are provided to help relieve disaster related stress and prevent the development of added physical and mental health problems.

Florida Department of Insurance

Assistance and information about resolving insurance claims are provided.

National Fire Programs

Project Grants; Use of Property, Facilities, and Equipment; Provision of Specialized Services Direct Financial Assistance. These programs are administered by a variety of forestry and land management agencies at State and Federal agencies.

Federal Funding Sources

Attached as Appendix "I" is a description of many different federal funding sources related to disaster relief. This information is intended to serve as a starting point for County and Municipal Officials, Nonprofit organizations and businesses to use in identifying sources of assistance.

Cost-Benefit Analysis

One of the important aspects to the LMS is the product, which is a listing of projects a jurisdiction wishes to get funded. The projects get funded through a variety of grants and opportunities. To receive many of the mitigation grants a requirement includes being on the LMS list but also establishing a "benefit" and "cost" analysis of the project that the jurisdiction wishes to complete.

The benefit-cost analysis can be completed with software provided by FEMA. The program considers what future damages and losses are possible and the benefits are the reduction in expected damages. The cost is the amount needed to implement an action that will provide a greater benefit. Normally it is not too hard to figure out the cost – especially if a new structure is being designed. The benefits are harder because the severity of a storm and the probability may be opposite. For example, a hurricane's probability is low – but the severity is high. Some benefits to include in the analysis are damage to buildings, damage to business operations, and displacement of inhabitants, rental loss, and nonprofit function loss. Also make sure that the benefits are calculated for the life of the project and not just directly after completion.

There is a lot of confusion about the benefits of mitigation. Obviously, there are higher benefits for mitigation to a building that is in the 10-year floodplain versus one that is in the 500-year floodplain. Yet a low-occupancy

building, receiving funding in a 10-year floodplain is also not as beneficial. So, most of the projects gain the most benefit points by suggesting mitigation for critical facilities including hospitals, fire stations, assisted living facilities and schools. Also keep in mind that "cost effective" is a big key to having a project funded. Each project then is scored against itself - there can be no comparison because each project has a myriad of possibilities. Make each project count by establishing a convincing cost-benefit analysis.

Incorporate the Requirements of the Mitigation Plan into Other Planning Mechanisms

Marion County's growth and development is guided by its comprehensive plan, land development code and zoning regulations. Due to the nature of the comprehensive plan the LMS plan will be updated and implemented on a more frequent basis than the local comprehensive plan. The projects listed in the LMS are projects that the communities need in a timely manner. Many projects will be completed on a time scale not related to the comprehensive plan's updates. When the time arrives for an update to the comprehensive plan the LMS plan will be observed for trends in capital improvement initiatives. The projects nominated that have not been completed can be included in a general fashion to guide the capital improvements element of the comprehensive plan.

Also, the comprehensive plan reviews issues such as impact fee and future land use. Reviewing the LMS plan will provide the planners of Marion County with a tool that takes the public, private, government and specifically emergency management and looks at what their emergency management concerns are.

When making Changes in the Land Development Code (LDC), staff should refer and review the LMS. At times, changes in the development codes could alleviate persistent problems, creating less vulnerability to future structures. Another plan that should look at the LMS to learn about problem areas and needed projects includes water resource studies to evaluate the current condition of the water supply and look at key flooding issues. The underlying goal of the LMS regarding local jurisdictions will be to educate and inform the departments on the types of projects Marion County is considering implementing through mitigation funding.

Another plan that should look at the LMS to learn about problem areas and projects needed includes Water Resource Studies to evaluate the current condition of the water supply and look at key flooding issues. The underlying goal of the LMS regarding local jurisdictions will be to educate and inform the departments on the types of projects considered for implementation through mitigation funding.

Individual Action Items for Each Jurisdiction Requesting FEMA Approval of or Credit for the Plan

For FEMA program funding these mitigation measures must be cost effective, environmentally sound and technically feasible. The local jurisdiction and the state must prioritize measures based on these criteria. The Marion County Working Group covers several jurisdictions. The action items identified were based upon a county-wide approach to needed mitigation. Therefore, each municipality is responsible for the implementation of the actions they see are needed for their community. All the actions below will not be implemented by each of the municipalities in Marion County.

- Stormwater controls – Stormwater management plans through grants and fees.
- Structures to lessen hazard impacts – Hurricane shutters are one of the most cost-effective mitigation measures. All critical public facilities should be "hurricane hardened." New facilities should be built to current structural standards for withstanding hurricane winds.
- Adjust infrastructure location, design – Avoid building new public infrastructure that will encourage growth in high hazard areas. Design new public infrastructure to withstand disasters.
- Retrofit community facilities – Shutters, hurricane clips, roof retrofits, door braces.
- Hazard-proof new community facilities – Assure proper elevation, backup generators, safeguard computers and communications systems.
- Site community facilities to maintain services – Site community facilities near trunk lines for utilities and ensure that access road don't flood.
- Preparedness plan/program – Increase communications system and warning procedures for all disasters. Increase weather monitoring capabilities.
- Emergency response plans – Continue ongoing efforts for planning, preparedness and training. Focus on issues identified in needs assessments.
- Evacuation plan/program – Begin with population/ housing analysis, possibly following the 2010 census. Perform transportation analysis using updated traffic counts and roadway capacities.
- Sheltering plans – Perform structural analysis of shelters and incorporate population analysis.
- Programs and actions that promote financial assistance for local governments
- Finance mitigation with grants – Attend grant writing workshops. Form strategies to "bundle" several funding sources together.
- Seek financial aid for local government planning – Incorporate hazard mitigation studies with comprehensive planning activities (i.e. population analysis, transportation studies, development trends etc.)
- Develop planning and project revenue sources – For example: Earmark a portion of impact fee assessments for mitigation activities.

- Seek financial aid to local governments for retrofitting structures – Attend grant writing workshops to stay current on new initiative at the federal and state levels.
- Seek financial aid to local governments for acquisition – identify repetitive loss areas that better fit the criteria for acquisition
- Programs and actions that control new development
- Building standards – Participate in and stay current regarding the development of a unified Florida Building Code through the Building Code Study Commission.
- Control type/arrangement of land – Integrate land use planning activities with hazard mitigation.
- Design standards for new development – Address vulnerability of mobile homes and mobile home parks.
- Legal protection for natural mitigation features – Ensure protection of vegetation to reduce wind vulnerability and prevent erosion. Protect the storage capacity of floodplains.
- Setbacks or buffer zones – Review existing policies to assure effectiveness. Review applicability of buffers to mitigate fire vulnerability.
- Tax abatement for using mitigation.
- Density transfer provision – Promote transfer of development rights and density clustering in PUDs to protect the mitigation function of wetlands, and floodplains.

Future Meeting Dates

The meeting dates will be established at the end of each 5-year update cycle. In the upcoming years the Steering Committee will be called together by the Chairman. If for some reason the Working Group establishes a new chair the responsibility will be transferred accordingly. The steps below indicate the protocol for these quarterly meetings.

- January – Notification of Meeting to evaluate document.
- February – Meeting
- March – Notice to discuss possible new projects and receive NOI forms
- April – Meeting
- June – Solicit municipalities for new project applications
- July - Meeting
- October/November – Score new project application / Rank all projects
- December – meeting

The meetings are to take place quarterly. This is to allow jurisdictions to initially look for changes in their projects and community profiles. The second meeting is for the review of the past projects and the review of the protocol for project nomination. The third meeting is for the nomination of new projects. The fourth meeting is to assess the projects for updates, because it is important for projects to be included in the LMS document to receive funding.

The jurisdictions to include in the invitation, but not limited to include – County departments, FDOT, Natural Resources, Forestry, Economic Development, Chamber of Commerce, Emergency Management, and an Academic Representative.

To get a better feel for the changes that have occurred, a yearly survey could be conducted at each of the first yearly meetings, asking for changes in each of the areas and projects previously added to the document. Keeping up with yearly changes is very important in the struggle to get projects funded and create a safer County to live in.

On no less than a biannual basis, the following steps will be taken by the Working Group to accomplish this procedure:

1. The Mitigation Planning Subcommittee will conduct the following tasks:

- Consult with the Financial Issues Subcommittee to determine the status of funding and implementation of the priority mitigation initiatives as defined in the current edition of the LMS, as well as to determine if any new federal, state, local or private sources for funding of mitigation initiatives have become available to the Working Group, local government or key elements of the private sector
- Review the records of the meetings of the Steering Committee and Working Group from the preceding two-year period to identify any Initiatives for new mitigation initiative
- Review the statutes of federal, state and local legislation related to hazard mitigation programming promulgated during the preceding two-year period and identify any regulations, requirements or guidelines pertinent to the Working Groups mission or the contents and format of the LMS
- Request the Public Affairs Subcommittee to assess the implementation of the LMS to date, and the types of modifications and/or enhancements that would likely be acceptable to the community at large
- Prepare a written description of the status of each of the priority mitigation initiatives, new legislation and/or new funding sources for mitigation initiatives, as well as comments on the public acceptability of likely changes to the Strategy. Transmit the report to the chair of the Steering Committee and each of the Working Group's existing subcommittees.

2. Concurrently with Step 1, the Risk Assessment Subcommittee will accomplish the following tasks:

- Review all post-event assessments of disasters and emergencies occurring in the intervening two-year period to identify the effectiveness of any mitigation initiative involved, as well as to identify any new vulnerabilities or risks indicated by the events
- Research any new information regarding hazards threatening the County, the vulnerabilities to those hazards, and the risks associated with the vulnerabilities
- Review the predicted effectiveness of any mitigation initiatives being initiated at the time of the assessment, but not yet completed
- Prepare a written report regarding the results of the assessment, emphasizing the judged effectiveness

of the mitigation initiatives in place and defining any new risks to the community becoming apparent during the preceding two-year period

- Provide the written report to the chair of the Working Group's Steering Committee and the lead agency representative to each of the subcommittees.

3. Using the results of Steps 1 and 2, the Mitigation Planning Subcommittee will identify those portions of the current edition of the LMS that necessitate expansion, enhancement or updating. The lead agency representative will then identify with the chair of the Steering Committee the scope, schedule and resources required to develop a revision of the LMS.

4. Upon instruction from the chair of the Steering Committee, and with the cooperation of the Working Group's staff, the Mitigation Planning Subcommittee will prepare a draft of the updated Strategy and circulate copies to all members of the Steering Committee.

5. The Steering Committee members will individually review the draft of the updated Strategy and provide comments to the Mitigation Planning Subcommittee for consideration. Following a reasonable time period for review, the Mitigation Planning Subcommittee will revise the draft as needed and submit it to the Steering Committee for review and release as a draft.

6. Pursuant to the procedure given above, the Steering Committee will take formal action to release the draft of the updated LMS for public review. Upon an affirmative vote, the draft will be released publicly for a request for comments, or, if not affirmed, the draft will be returned to the Mitigation Planning Subcommittee for further revision.

7. The Public Affairs Subcommittee will review the Strategy for further revisions and legal notices regarding the availability of the draft for review by the public. The subcommittee will take additional steps to encourage all members of the Working Group to review the draft in detail prior to the meeting to comment more effectively on the document.

8. The Steering Committee and Working Group's staff will prepare a public presentation summarizing the findings and conclusions reached by the Working Group in the preceding steps, as well as highlighting the proposed changes in the Strategy.

9. At the meeting of the Working Group, the presentation prepared in Step 8 will be given to the members, and comments will be received and recorded for further consideration. The record of the meeting will remain open for 15 days after the conclusion of the Working Group meeting to receive further written comments.

10. As needed, following the closure of the comment period, the Mitigation Planning Subcommittee will modify the draft of the Strategy and submit a final edition to the Steering Committee for formal adoption in accord with the procedures for such action given above.

Each year the plan should be evaluated. The main question that should be raised is whether the plan still reflects the character of the jurisdictions. The second question, have there been any rules or regulations that have been adopted in the year that would alter the effectiveness of the LMS document? Finally, the third question, are there any changes in the administrative process or participation?

Continuing Public Participation in the Ongoing Mitigation Planning Process

A major goal to be achieved in establishing the working group is to provide an ongoing forum for cooperative efforts, information exchange and continuing consultation between the public and private sectors of Marion County. As such, the presence of representatives of all local government jurisdictions as well as key elements of the county's private sector on the steering committee and its subcommittees are expected to provide for coordination of public and private sector mitigation initiatives.

With the availability of the internet, newspaper, public announcements and members of the steering committee that are involved in many different groups, there is a plethora of public interactions to promote the LMS. The public involvement that has the highest participation includes citizen groups such as the American Red Cross and a variety of church organizations. These people are allowed to participate in all aspects of the working group meetings. Obviously, the voting members of the steering committee are the decision makers for furthering the project lists and amendments to the LMS, based on the recommendations of the working group.

The availability of the plan for public comment will be in the Chamber of Commerce as well as on-line at the Marion County website in PDF format before final adoption. The contact for public participation will be through the Marion County Growth Services Department as well as the director of Emergency Management for Marion County. The contact information will include both telephone as well as email addresses for both agencies. This will allow the public to reach an agency they feel most comfortable in discussing the LMS.

The adoption of the plan will include each of the municipalities and the county. At each of these meetings there is a request for public participation. Marion County and the participating municipalities are responsible for the advertisement of these meetings.

Importance and Advantages of Public Participation

Public participation in the LMS process begins with education about the importance of hazard mitigation. A diverse community of interests will benefit from hazard mitigation planning, particularly when a local government's mitigation strategy address needs to be identified by a group that is educated in emergency management issues. Public involvement helps to guarantee that the public is knowledgeable of and has worked to establish ownership of the strategy. The Marion County LMS Working Group meetings are noticed in all the area newspapers and are open to the public. The meetings have been attended by area media personnel giving publicity to the Strategy.

Involving the public in the planning process is most effective when diversely knowledgeable and motivated

individuals are involved. The involvement of the public helps supports an effective program that better fits their needs as they can provide more local knowledge of historical flooding. Involving the public in the process helps them to become invested in the outcome.

Updating and Revising the LMS

The LMS will be reviewed annually, or as circumstances dictate, by the LMS Working Group. The appropriate membership of the committee to include County, agency, municipal and private business representatives will review the Strategy; amending their responsibilities under the Strategy; updating the Hazard Identification / Vulnerability Assessment and Mitigation Initiatives by modifying procedures, maintaining current data and/or adding new projects and deleting completed projects.

Proposed amendments to the LMS that are approved by the Working Group shall be submitted to the Marion County Emergency Management Director for presentation to the Marion County Board of County Commissioners for public comment and final adoption.

Nominating and Ranking Projects and Initiatives

The first step toward developing the required single, prioritized list of mitigation initiatives is to establish and educate the Working Group. The initial core Working Group members were the County and municipal representatives as appointed by their respective jurisdictions. At their first formal meeting the Working Group initiated more participation from the private sector, by inviting the local Chambers of Commerce to participate in the LMS process.

Education of the group is and will remain an ongoing process. The Working Group found that the most useful information for the LMS process pertained to mitigation grants and the competitive grant process. Also of great interest were the maps generated for structural damage and storm surge. The most valuable information given by the working group were examples of the effects of previous flooding or storm events. These were used as a measure of vulnerability.

Before projects were submitted, a system for evaluating and ranking the projects had to be set into
Place. The adoption of criteria to rank mitigation projects featured lengthy discussion through the course of several Working Group meetings. Once a matrix for scoring projects was agreed upon by the working group, projects could be nominated for scoring in the prioritization process. A separate scoring process was also adopted to evaluate the vulnerability issues of each project. A vulnerability matrix was developed and adopted over several meetings with much discussion as a part of the Vulnerability Assessment. The Working Group directed staff to score the Vulnerability Index and combine it with the score from the Project Ranking Worksheet once completed.

It was agreed that each jurisdiction would first list and prioritize their own projects using their own criteria. However, it was recommended that the adopted LMS Working Group criteria be used. Second, each jurisdiction

would nominate its top three projects for formal ranking. To nominate a project the "Project Nomination Worksheet" is used to provide information about the proposed project regarding each of the ranking criteria.

The ranking process begins by distributing the Project Nomination Sheet and the Project Ranking Worksheet for one project to each voting member. Each voting member fills in the appropriate score for each of the ranking criteria. This process takes place for each project that is nominated. After all the projects are ranked the total score from each voting member is then averaged to form a preliminary score. The score from the Vulnerability Index is then combined with the preliminary score to create a final score.

After the projects were scored and ranked the Working Group created priority groups for implementation.

Adoption and Implementation of the LMS

Implementation of the LMS will be done by each of the local governments in Marion County or by other entities that may identify funding for projects listed in this LMS or future editions of the LMS. As with all plans, studies and strategy documents, the final goal is implementation. The timing of implementation is a factor that is dependent on funding mechanisms therefore a timeline for implementation cannot be established. However, those initiatives with life-safety implications or initiatives that will eliminate losses should be implemented first. The methods for implementation are important but stand as a secondary goal. It is the intent of this strategy to keep all windows of funding opportunity open and open them further if possible.

Status of Past Local Mitigation Projects

Projects Funded from 2021-2025 Priority Project List											
Disaster Number	Project Number	Suffix	Subgrantee	Project Title	Type	Project Status	Date Initially Approved	Federal Share Obligated	Subrecipient Management Costs Obligated Amount	Total Obligated Amount	Non Federal Share
4486	0003	R	Belleview	City of Belleview, Wastewater Treatment Facility, Wind Retrofit	205.8: Retrofitting Public Structures - Wind	Approved	09/19/2022	$21,294.90	$0.00	$21,294.90	$2,366.10
4486	0028	R	Belleview	City of Belleview, Wastewater Lift Stations, Generators	601.2: Generators - Regular	Approved	09/27/2022	$147,501.00	$0.00	$147,501.00	$16,389.00
4486	0104	R	Marion (County)	Marion County, Fire Services Headquarters , Generator	601.2: Generators - Regular	Approved	08/11/2023	$104,422.50	$5,754.96	$110,177.46	$11,602.50

APPLICATION YEAR		MARION COUNTY, FLORIDA LOCAL MITIGATION STRATEGY PROJECTS UNFUNDED FROM 2021-2025 PRIORITY PROJECT LISTS							
2017	2017								
2018	2018								
2019	2019								
Initiating Jurisdiction and Agency	**ID Number**	**Description/Title**	**Pop Impacted**	**Hazard(s) Mitigated**	**Timeframe for Completion**	**Potential Funding Source**	**Estimated Cost**	**Score**	**Rank**
Sateke Village HOA: Private Community	2017-01	Emergency Generators	D	H,S,F	1 year	HMGP BRIC	$60,000	30	5
Marion County: Utilities Department	2018-23	MCUD Back-up Solar Powered Battery Assemblies	MC	S	<1 year	BRIC	$500,000	36	1
Marion County: Facilities Management	2018-12	Facilities Emergency Generators	A	H, S, F	1 years	HMGP BRIC	$1,000,000	32	3
Marion County: Utilities Department	2018-21	MCUD Portable SCADA Antenna	A	S	<1 year	BRIC	$33,000	32	3
City of Ocala: Engineering/Water Resources	2018-10	Security Improvements water facilities	O	H,S,F	1 year	BRIC	$188,862	31	4
City of Ocala: Engineering/Water Resources	2018-11	Man Hole Lid Improvements	O	H,S,F	1.5 years	FMA	$231,475	31	4
Marion County: Solid Waste Dept.	2018-13	MC Recycling Center Back Up Generator	MC	H, S, F	1 years	HMGP BRIC	$240,000	31	4
City of Ocala: Engineering/Water Resources	2018-01	Fisher Park Flood Project	O	H,S,F	2 years	FMA	$1,500,000	29	6
City of Ocala: Engineering/Water Resources	2018-02	SR 464 Flood Project	O	H,S,F	2 years	FMA	$1,500,000	29	6
Marion County: Utilities Department	2018-24	MCUD Portable Lift Station Generators	MC	S	<1 year	BRIC FMA	$349,000	29	6
City of Ocala: Fire Rescue	2018-25	Croskey - Emergency Power Generators and Transfer Switches	O	H, S, F	<1 year	HMGP BRIC	$1,125,000	28	7
Marion County: Utilities Department	2018-22	MCUD Emergency Command Ctr Shutters	A	S	<1 year	BRIC	$250,000	26	9
Marion County Sheriff: Forest High School Special Needs Shelter Generator	2018-14	Critical Facility Generator	A	H, S, F	1 years	HMGP BRIC	$1,200,000	25	10
Marion County: Office of the County Engineer	2018-20	MC Portable Pump Operation	MC	F	<1 year	FMA	$254,400	24	11
City of Ocala: Engineering/Water Resources	2018-09	Lift Station Improvement	O	H,S,F	1.5 years	BRIC FMA	$1,615,200	23	12
City of Ocala: Engineering/Water Resources	2018-06	Brogan Pond Flood Relief	O	H,S,F	2 years	FMA	$5,000,000	21	15
City of Ocala: Engineering/Water Resources	2018-04	SE 17 Street Flood Relief	O	H,S,F	2 years	FMA	$5,000,000	20	16
City of Ocala: Engineering/Water Resources	2018-07	Lake Tuscawilla Flood Relief	O	H,S,F	2 years	FMA	$2,000,000	19	17
Marion County: Office of the County Engineer	2018-16	NW 76th Ter Flood Relief	MC	F	2.6 years	FMA	$294,000	17	19
Marion County: Office of the County Engineer	2018-18	SW 27th Ave Flood Relief	MC	F	4.6 years	FMA	$2,027,000	17	19
City of Ocala: Engineering	2019-01	Emergency Generators	O	H,S,F	<1 year	HMGP BRIC	$1,125,000	30	2

MARION COUNTY SUBSIDENCE REPORTS

OBJECTID	REF_NUM	EVENT_DATE	LONGDD	LATDD	ACCURACY
3204	36-002	11/15/1973	-82.326597	29.011209	SECTION
1488	36-005	1/17/1974	-81.92524	28.98068	QTR1
1116	36-006	3/21/1974	-82.205006	29.299862	QTR2
523	36-010	4/2/1974	-82.186265	29.266584	SECTION
3701	36-009	4/2/1974	-82.189724	29.255541	QTR2
3118	36-008	4/2/1974	-82.189971	29.258403	SECTION
2612	36-007	4/12/1974	-82.131149	28.973437	QTR2
3117	36-011	4/24/1974	-82.3866	29.3397	SECTION
3564	36-012	6/27/1974	-82.1407	29.191	TWNRNG
538	36-013	7/10/1974	-82.0959	29.1063	QTR2
1499	36-014	10/15/1974	-82.2471	29.3591	QTR2
1109	36-015	1/29/1975	-82.154365	29.033652	QTR2
3248	36-528	2/11/1975	-82.113886	29.413883	TWNRNG
1491	36-018	5/23/1976	-82.18461	29.27421	SECTION
42	36-017	9/6/1976	-82.1905	29.2593	SECTION
3262	36-703	2/6/1978	-82.243137	29.230743	SECTION
4106	36-020	3/21/1979	-82.1042	29.1289	SECTION
752	36-019	2/7/1980	-82.138	28.9842	SECTION
3152	36-520	7/5/1980	-82.121386	29.260828	TWNRNG
1120	36-519	8/15/1980	-82.178886	29.398883	PARCEL
3296	36-539	6/18/1981	-82.0763	29.1995	PARCEL
412	36-547	7/17/1981	-82.0804	29.1907	PARCEL
2313	36-534	7/18/1981	-82.178886	29.164717	QTR2
3494	36-535	7/18/1981	-82.178886	29.164717	QTR2
1317	36-533	7/18/1981	-82.083073	29.183197	SECTION
546	36-516	7/22/1981	-82.178886	29.164717	QTR3
774	36-069	7/24/1981	-82.185	29.1862	QTR2
982	36-536	7/28/1981	-82.1052	29.1353	TWNRNG
1161	36-026	8/19/1981	-82.128177	29.288586	TWNRNG
4177	36-025	8/21/1981	-82.190497	29.259335	SECTION
1593	36-515	8/24/1981	-82.057804	29.138816	QTR3
3341	36-514	8/26/1981	-82.187475	29.208342	QTR3
3108	36-513	8/26/1981	-82.187404	29.208433	QTR3
1901	36-510	8/31/1981	-82.13333	29.375	SECTION
2999	36-512	3/27/1982	-82.086496	29.086851	PARCEL
2693	36-511	3/27/1982	-82.080552	29.083328	SECTION
130	36-084	4/8/1982	-82.086663	29.197772	QTR2
310	36-071	4/8/1982	-82.0872	29.1976	QTR2
2651	36-072	4/8/1982	-82.086663	29.197772	QTR2
3026	36-083	4/8/1982	-82.086663	29.197772	QTR2
733	36-080	4/8/1982	-82.0863	29.1981	QTR2
714	36-079	4/8/1982	-82.086663	29.197217	QTR2
708	36-076	4/8/1982	-82.086663	29.197217	QTR2

4036	36-078	4/8/1982	-82.086663	29.197217	QTR2
1788	36-524	4/9/1982	-82.159266	29.181597	PARCEL
1698	36-024	4/9/1982	-82.082177	29.200155	QTR2
1123	36-507	4/9/1982	-82.086929	29.197621	QTR3
1512	36-509	4/9/1982	-82.108599	29.106303	SECTION
1887	36-506	4/9/1982	-82.086732	29.197562	GPSSA
1654	36-504	4/9/1982	-82.093608	29.219995	SECTION
3493	36-523	4/9/1982	-82.1732	29.20353	QTR3
3805	36-508	4/9/1982	-82.159249	29.181487	PARCEL
117	36-505	4/9/1982	-82.08833	29.204439	TWNRNG
2820	36-500	4/10/1982	-82.14221	29.341761	COUNTY
1469	36-501	4/10/1982	-82.123815	29.223585	QTR3
555	36-502	4/10/1982	-82.141403	29.230367	PARCEL
4209	36-503	4/11/1982	-82.122095	29.22128	GPSSA
778	36-537	4/22/1982	-82.291663	29.245828	SECTION
1669	36-023	10/8/1982	-82.023639	29.031342	QTR2
3205	36-028	3/2/1983	-82.149416	29.229174	SECTION
2275	36-027	3/2/1983	-82.149416	29.229174	SECTION
2921	36-029	3/2/1983	-82.151715	29.303488	QTR3
550	36-518	8/15/1983	-82.18083	29.399161	PARCEL
666	36-517	8/21/1983	-82.179802	29.397525	PARCEL
3353	36-521	10/12/1983	-82.120868	29.259638	PARCEL
931	36-526	3/16/1984	-82.132578	29.183654	PARCEL
3477	36-068	4/18/1984	-81.7119	29.1781	QTR3
3629	36-087	4/19/1984	-82.110274	29.411106	COUNTY
188	36-548	1/9/1985	-82.0804	29.1907	PARCEL
1459	36-529	6/18/1985	-82.13216	29.189608	PARCEL
3308	36-530	6/18/1985	-82.132274	29.189984	QTR3
213	36-531	8/18/1985	-82.132924	29.189423	PARCEL
3612	36-538	9/30/1985	-82.301915	29.194597	PARCEL
1365	36-540	12/9/1985	-82.0982	29.1537	PARCEL
3933	36-544	2/19/1986	-82.135015	29.171458	PARCEL
187	36-545	7/15/1986	-82.08833	29.181939	QTR2
3000	36-549	9/17/1986	-82.0804	29.1907	PARCEL
2312	36-541	12/10/1986	-82.1911	29.2065	QTR3
4239	36-543	1/15/1987	-82.1107	29.1926	PARCEL
3728	36-550	9/28/1987	-82.1367	29.2086	QTR3
126	36-063	4/11/1988	-82.126941	28.966106	QTR2
611	36-558	6/28/1988	-82.11333	29.289717	QTR2
1323	36-557	6/29/1988	-82.0957	29.199	PARCEL
3024	36-058	7/19/1988	-82.076108	29.078883	SECTION
1816	36-559	11/15/1988	-81.9791	28.9905	SECTION
387	36-057	1/9/1989	-82.0938	29.1617	QTR1
4140	36-064	7/3/1989	-82.0994	29.1683	QTR2

655	36-552	12/20/1989	-82.088886	29.08555	SECTION
421	36-553	1/2/1990	-81.939719	28.990272	SECTION
1802	36-556	2/5/1990	-82.388667	29.168175	PARCEL
3185	36-555	2/11/1990	-82.337497	29.241106	QTR3
4275	36-562	2/17/1990	-82.41491	29.154239	PARCEL
3457	36-551	3/12/1990	-82.0875	29.0275	PARCEL
2718	36-569	6/19/1990	-82.2662	29.0744	PARCEL
742	36-554	6/27/1990	-82.1184	29.2207	PARCEL
1803	36-570	6/28/1990	-81.98833	29.007495	UNKWN
2255	36-563	7/25/1990	-82.18083	28.99805	TWNRNG
76	36-561	8/19/1990	-82.118052	29.40805	SECTION
2411	36-573	10/3/1990	-82.4543	29.0906	PARCEL
2143	36-572	1/12/1991	-82.2049	29.1855	QTR1
1162	36-565	3/18/1991	-82.1798	29.152	QTR3
2069	36-566	3/18/1991	-82.1798	29.152	QTR3
4166	36-564	3/18/1991	-82.1798	29.152	QTR3
2213	36-568	3/18/1991	-82.1798	29.152	QTR3
1976	36-567	3/18/1991	-82.1798	29.152	QTR3
3025	36-061	3/29/1993	-82.190274	29.254439	SECTION
1376	36-059	11/18/1993	-82.144441	28.993606	QTR2
2960	36-060	11/18/1993	-82.143608	28.991939	QTR2
4243	36-115	5/12/1995	-82.369456	29.275834	PARCEL
2259	36-101	5/13/1995	-82.184441	29.211661	QTR2
1091	36-102	5/16/1995	-82.184719	29.117217	SECTION
1226	36-214	7/12/1995	-82.164262	29.161376	SECTION
2260	36-103	9/12/1995	-82.07083	29.026106	QTR3
2601	36-104	10/10/1995	-82.172219	29.162772	PARCEL
2261	36-106	10/11/1995	-82.169661	29.165962	PARCEL
849	36-107	10/11/1995	-82.185274	29.145828	QTR1
2602	36-105	10/11/1995	-82.16833	29.172772	QTR3
1785	36-111	10/13/1995	-82.156861	29.175931	PARCEL
2263	36-112	10/13/1995	-82.127569	29.189656	QTR2
4372	36-109	10/13/1995	-82.18548	29.106334	QTR2
2262	36-110	10/13/1995	-82.200552	29.213883	PARCEL
1283	36-108	10/13/1995	-82.184441	29.190828	QTR3
620	36-215	1/22/1996	-82.118879	29.385185	PARCEL
809	36-216	3/1/1996	-82.187723	29.156497	QTR3
285	36-217	3/1/1996	-82.075417	29.078095	QTR1
865	36-218	3/6/1996	-82.069647	29.164796	QTR3
4032	36-055	4/18/1996	-82.364997	29.314439	GPSSA
2959	36-053	8/20/1996	-82.189997	29.254439	QTR1
231	36-219	12/21/1996	-82.023185	29.103414	PARCEL
3245	36-051	2/19/1997	-82.14833	29.226383	PARCEL
2236	36-044	3/24/1997	-82.154997	29.01805	QTR3

2442	36-220	4/21/1997	-82.313091	29.198821	PARCEL
1354	36-049	5/21/1997	-82.184997	29.196106	UNKWN
1568	36-221	7/2/1997	-82.128175	29.189682	QTR3
4309	36-223	10/8/1997	-82.089997	29.074995	PARCEL
2108	36-224	10/12/1997	-81.867219	29.231383	PARCEL
84	36-225	11/14/1997	-82.031645	29.049314	GPSSA
1129	36-950	11/21/1997	-82.120247	29.412994	PARCEL
3727	36-227	11/23/1997	-82.198875	29.367815	PARCEL
1353	36-048	12/29/1997	-82.15833	29.026661	PARCEL
802	36-039	2/8/1998	-82.139997	29.108883	QTR3
882	36-037	2/17/1998	-82.25833	29.188883	PARCEL
1328	36-038	2/17/1998	-82.091386	29.219439	UNKWN
1475	36-036	2/18/1998	-82.471941	29.086661	PARCEL
22	36-035	2/22/1998	-82.13843	29.373167	GPSSA
2201	36-033	2/23/1998	-82.098709	29.139101	PARCEL
227	36-047	2/26/1998	-82.184719	29.125828	PARCEL
2237	36-046	2/26/1998	-82.162497	29.040272	UNKWN
125	36-050	2/26/1998	-82.162219	29.039161	QTR3
610	36-032	3/1/1998	-82.030943	29.048979	GPSSA
217	36-034	3/2/1998	-82.083052	29.083606	QTR3
4318	36-116	3/3/1998	-82.199149	29.211437	QTR3
2804	36-040	4/30/1998	-82.241108	29.185272	PARCEL
2955	36-043	6/16/1998	-82.126663	29.384717	QTR2
2725	36-041	8/13/1998	-82.072459	29.222901	QTR3
533	36-042	9/3/1998	-82.158886	29.066106	UNKWN
1565	36-074	10/9/1998	-82.157774	29.024717	GPSSA
1896	36-091	1/26/1999	-82.185274	29.111939	PARCEL
2541	36-089	1/26/1999	-82.053608	29.154717	GPSSA
131	36-085	3/1/1999	-82.184441	29.20555	GPSSA
1868	36-095	4/5/1999	-82.184441	29.211939	GPSSA
1779	36-096	4/12/1999	-82.0147	29.2178	QTR2
1281	36-097	5/10/1999	-82.155378	29.025257	GPSSA
2401	36-228	6/5/1999	-81.983542	29.020179	QTR3
164	36-099	6/22/1999	-82.144	29.213244	GPSSA
4346	36-100	9/22/1999	-82.41583	29.127772	GPSSA
1867	36-094	10/7/1999	-82.116663	29.397217	QTR2
1358	36-075	11/5/1999	-82.142219	29.20555	PARCEL
3027	36-092	11/11/1999	-82.159781	29.196915	QTR3
4341	36-067	12/10/1999	-82.25172	29.084884	PARCEL
2187	36-070	1/24/2000	-82.053608	29.138328	QTR2
3894	36-198	2/21/2000	-82.035552	29.105828	QTR3
3854	36-195	4/1/2000	-82.035552	29.111383	PARCEL
309	36-184	5/28/2000	-82.063724	29.062723	PARCEL
3129	36-187	6/13/2000	-82.083354	29.034048	PARCEL

3522	36-185	6/13/2000	-82.073397	29.025937	SECTION
1529	36-186	6/13/2000	-82.060312	29.058883	QTR2
4319	36-066	6/20/2000	-82.139163	28.98555	QTR1
734	36-082	6/26/2000	-82.339719	29.285272	GPSSA
2251	36-196	7/3/2000	-82.311903	29.148868	PARCEL
3521	36-188	7/14/2000	-82.221257	29.247257	PARCEL
1260	36-194	7/19/2000	-82.320274	29.070828	PARCEL
3258	36-193	7/20/2000	-82.123191	29.15555	QTR3
2241	36-077	10/19/2000	-82.053608	29.139439	GPSSA
542	36-192	11/27/2000	-82.102804	29.106637	SECTION
3577	36-189	12/29/2000	-82.267445	29.092147	QTR3
2555	36-065	3/15/2001	-82.19333	29.139439	QTR1
3475	36-073	3/22/2001	-82.248886	29.087217	QTR2
2495	36-197	3/22/2001	-82.005497	29.099495	PARCEL
1335	36-098	4/19/2001	-82.2016	29.2142	QTR2
1866	36-093	6/14/2001	-82.151663	29.301661	QTR2
308	36-183	6/27/2001	-82.086718	29.298321	SECTION
4037	36-090	7/25/2001	-82.1401	28.9887	QTR2
4242	36-114	8/9/2001	-82.251174	29.150783	PARCEL
715	36-088	8/16/2001	-82.053886	29.145272	QTR3
1359	36-086	9/24/2001	-82.263608	29.231106	COUNTY
955	36-233	11/29/2001	-82.14756	29.223044	PARCEL
3103	36-234	12/12/2001	-82.05366	29.180544	QTR3
2874	36-235	2/20/2002	-81.981941	28.976106	PARCEL
1419	36-178	2/23/2002	-82.314163	29.184161	GPSSA
3850	36-236	3/5/2002	-82.053832	29.158327	PARCEL
3711	36-179	6/14/2002	-81.974565	29.363003	PARCEL
3004	36-118	6/22/2002	-82.113649	29.156346	PARCEL
780	36-117	6/22/2002	-82.113607	29.156363	PARCEL
3073	36-133	6/22/2002	-82.113643	29.156387	PARCEL
1516	36-119	6/22/2002	-82.113639	29.156363	PARCEL
2538	36-134	7/1/2002	-82.016451	29.113333	PARCEL
1520	36-135	7/21/2002	-82.06333	29.004995	PARCEL
3128	36-180	7/22/2002	-82.05021	29.044723	GPSSA
3087	36-237	7/26/2002	-82.053608	29.140828	PARCEL
1521	36-136	8/5/2002	-82.042739	29.14344	PARCEL
304	36-181	8/21/2002	-81.983277	29.084115	PARCEL
3517	36-138	9/9/2002	-82.157497	29.182495	QTR3
4310	36-137	9/9/2002	-82.448536	29.097489	PARCEL
3435	36-139	9/18/2002	-82.027342	29.121327	PARCEL
2546	36-140	9/18/2002	-82.11083	29.236661	QTR3
2909	36-182	9/26/2002	-82.083832	29.006498	PARCEL
946	36-141	9/27/2002	-82.246982	29.091223	QTR1
2880	36-238	9/30/2002	-82.336941	29.282772	PARCEL

1600	36-142	10/1/2002	-82.02083	29.007495	PARCEL
3436	36-143	10/1/2002	-82.228046	29.150126	QTR3
3104	36-144	10/3/2002	-82.162736	29.229295	QTR3
3437	36-145	10/18/2002	-81.991863	29.012036	PARCEL
2727	36-146	10/18/2002	-82.23173	29.08292	QTR2
3518	36-147	10/18/2002	-82.114871	29.22834	QTR1
3529	36-148	10/22/2002	-82.104606	29.296165	GPSSA
2728	36-149	10/23/2002	-82.0015	29.1043	PARCEL
4311	36-150	10/29/2002	-82.143092	29.246033	QTR2
1527	36-151	11/6/2002	-82.135276	29.21856	QTR3
3519	36-152	12/2/2002	-82.267001	29.084475	PARCEL
3520	36-153	12/4/2002	-82.351812	29.161622	PARCEL
1540	36-155	12/16/2002	-82.17665	29.05549	QTR3
2158	36-154	12/16/2002	-82.063323	29.217152	QTR2
290	36-156	12/18/2002	-82.236279	29.070004	GPSSA
2620	36-157	12/20/2002	-82.027537	29.143135	PARCEL
3726	36-165	1/1/2003	-82.170026	29.165396	QTR2
1517	36-122	1/6/2003	-82.104355	29.235089	PARCEL
1518	36-123	2/10/2003	-82.033226	29.146031	PARCEL
962	36-239	3/5/2003	-82.38833	29.341106	QTR3
422	36-124	3/6/2003	-81.862228	29.167922	PARCEL
3527	36-125	3/13/2003	-82.1337	29.2306	PARCEL
426	36-126	3/18/2003	-82.165696	29.357489	PARCEL
2537	36-127	3/21/2003	-82.205975	29.09938	PARCEL
2112	36-167	3/24/2003	-82.039441	29.22805	SECTION
2111	36-166	3/27/2003	-82.3324	29.1244	SECTION
2917	36-168	3/28/2003	-81.991638	29.012036	PARCEL
4175	36-128	3/31/2003	-82.094473	29.231052	PARCEL
1429	36-169	3/31/2003	-82.035639	29.139627	PARCEL
1090	36-129	4/3/2003	-82.085467	29.166091	PARCEL
2724	36-130	4/4/2003	-82.1158	29.2261	QTR2
4176	36-131	4/11/2003	-82.136663	29.215272	PARCEL
1519	36-132	4/14/2003	-82.471437	29.145199	PARCEL
4173	36-120	5/6/2003	-82.269748	29.07489	QTR2
4174	36-121	5/8/2003	-82.088746	29.074482	QTR3
807	36-170	6/5/2003	-82.448929	29.085187	GPSSA
1048	36-172	6/17/2003	-82.047053	29.183622	PARCEL
2116	36-171	6/17/2003	-82.062496	29.068749	PARCEL
3432	36-173	6/18/2003	-82.105729	28.973596	GPSSA
1922	36-163	7/21/2003	-82.113577	29.225676	PARCEL
3318	36-158	8/5/2003	-82.07618	29.162798	GPSSA
792	36-175	8/12/2003	-81.879498	29.050826	PARCEL
1957	36-176	8/19/2003	-82.098817	29.384243	PARCEL
3725	36-162	10/23/2003	-82.21051	29.23829	SECTION

872	36-161	10/23/2003	-82.440144	29.086014	PARCEL
3433	36-177	10/28/2003	-82.012284	29.025064	PARCEL
3319	36-160	10/31/2003	-82.098704	29.222635	PARCEL
2631	36-159	12/4/2003	-82.050982	29.226912	GPSSA
2173	36-164	2/13/2004	-82.215315	29.193603	QTR2
3710	36-174	2/18/2004	-81.985911	28.995584	GPSSA
3130	36-190	3/17/2004	-82.220063	29.069267	GPSSA
3715	36-191	3/18/2004	-82.226842	29.100554	PARCEL
3133	36-200	3/24/2004	-82.08169	29.126224	GPSSA
797	36-201	4/1/2004	-81.982936	29.030298	GPSSA
2911	36-202	4/21/2004	-82.032326	29.046061	PARCEL
3716	36-203	7/6/2004	-82.033255	29.145775	PARCEL
316	36-204	8/4/2004	-82.144543	29.252905	PARCEL
3088	36-240	8/17/2004	-82.131663	29.375828	PARCEL
2107	36-205	8/17/2004	-81.940816	29.043075	PARCEL
3009	36-206	9/23/2004	-82.300241	28.997079	PARCEL
1471	36-207	10/6/2004	-82.273036	29.327432	PARCEL
3293	36-208	10/22/2004	-82.027618	29.140483	PARCEL
1347	36-241	11/3/2004	-82.115274	29.398883	GPSSA
658	36-209	1/25/2005	-82.363714	29.172124	PARCEL
803	36-210	2/1/2005	-82.067525	29.195576	PARCEL
3294	36-211	2/9/2005	-82.156108	28.98805	PARCEL
1472	36-212	5/10/2005	-82.009997	28.99305	PARCEL
3295	36-213	5/17/2005	-82.168195	29.006027	GPSSA
3844	36-229	7/2/2005	-82.01421	29.0386	QTR3
2958	36-247	7/20/2005	-82.244809	29.06034	PARCEL
4250	36-231	8/17/2005	-82.029616	29.054366	PARCEL
1395	36-232	1/1/2006	-82.182684	29.030122	GPSSA
963	36-242	1/9/2006	-82.188052	29.186383	GPSSA
2957	36-246	6/21/2006	-82.00297	29.10223	QTR3
225	36-245	7/16/2006	-82.250492	29.063404	PARCEL
4085	36-244	7/28/2006	-82.078419	29.16402	QTR3
1394	36-230	8/17/2006	-82.005227	29.09444	PARCEL
1334	36-248	8/22/2006	-81.726663	29.338328	PARCEL
3651	36-243	9/9/2006	-82.113886	29.40305	GPSSA
331	36-249	10/25/2006	-82.011381	29.133493	GPSSA
1405	36-250	10/28/2006	-82.096913	29.385133	PARCEL
815	36-704	2/2/2007	-82.21841	29.116933	PARCEL
1869	36-251	2/2/2007	-82.109234	29.187571	GPSSA
1796	36-705	2/2/2007	-82.20165	29.21882	GPSSA
3127	36-252	2/2/2007	-82.160274	29.212217	QTR3
4004	36-706	2/5/2007	-82.098435	29.229692	GPSSA
280	36-708	2/6/2007	-82.177333	29.155071	PARCEL
1319	36-707	2/6/2007	-82.064691	29.008942	GPSSA

3713	36-709	2/7/2007	-82.079632	29.343686	PARCEL
790	36-710	5/24/2007	-81.996094	29.003697	QTR3
2103	36-711	9/8/2007	-82.05106	29.13079	QTR2
1797	36-713	9/22/2007	-82.005289	29.050267	GPSSA
1248	36-714	9/22/2007	-82.091282	29.082085	PARCEL
1240	36-716	9/23/2007	-82.057783	29.058397	GPSSA
4276	36-715	9/23/2007	-82.057783	29.058397	GPSSA
4236	36-717	1/31/2008	-82.135776	29.21749	QTR3
1539	36-718	12/9/2009	-82.109126	29.275243	GPSSA
2068	36-719	2/9/2010	-82.082932	29.02806	PARCEL
2719	36-720	2/14/2010	-82.240918	29.060968	PARCEL
1592	36-723	7/12/2011	-82.216282	29.415029	PARCEL
4180	36-724	6/4/2012	-82.203283	29.181501	GPSSA
811	36-721	6/25/2012	-82.207322	29.144311	PARCEL
2035	36-725	6/26/2012	-82.181579	29.173424	UNKWN
355	36-726	6/26/2012	-82.181894	29.173353	UNKWN
373	36-722	6/30/2012	-82.239225	29.481114	GPSSA
795	36-727	3/14/2013	-82.106347	29.191805	PARCEL
1043	36-728	7/30/2014	-82.104553	29.170776	QTR3
892	36-798	6/10/2017	-82.169644	29.160747	GPS
3591	36-795	6/10/2017	-82.169414	29.165938	GPSWAAS
4142	36-742	7/6/2017	-82.19394	29.148165	PARCEL
4289	36-741	8/25/2017	-82.4194	29.07377	PARCEL
3583	36-740	9/2/2017	-82.15378	29.151525	PARCEL
3100	36-739	9/7/2017	-82.08693	29.16647	PARCEL
3873	36-749	9/12/2017	-82.214232	29.146533	PARCEL
3048	36-747	9/12/2017	-82.213896	29.147329	PARCEL
1001	36-746	9/12/2017	-82.20088	29.145254	PARCEL
3879	36-751	9/12/2017	-82.166444	29.193959	PARCEL
1385	36-752	9/12/2017	-82.106943	29.156657	PARCEL
3845	36-735	9/12/2017	-82.22046	29.115112	PARCEL
2762	36-734	9/12/2017	-82.21968	29.116277	PARCEL
1384	36-750	9/12/2017	-82.209833	29.180139	PARCEL
4146	36-748	9/12/2017	-82.214046	29.146892	PARCEL
1387	36-753	9/12/2017	-82.124818	29.166112	PARCEL
3880	36-754	9/13/2017	-82.236598	29.158147	PARCEL
1390	36-733	9/15/2017	-82.07407	29.357797	PARCEL
952	36-731	9/18/2017	-82.08338	29.246311	UNKWN
390	36-732	9/18/2017	-82.175721	29.168013	PARCEL
978	36-737	9/18/2017	-82.063961	29.126759	PARCEL
3054	36-755	9/18/2017	-82.09393	29.219403	PARCEL
977	36-736	9/18/2017	-81.727827	28.564235	PARCEL
1383	36-730	9/21/2017	-82.168551	29.364356	PARCEL
949	36-729	9/22/2017	-82.009875	29.008255	PARCEL

1741	36-760	10/4/2017	-82.192997	29.138266	PARCEL
357	36-744	10/17/2017	-82.02807	29.130429	PARCEL
1543	36-745	10/17/2017	-82.04617	29.169674	PARCEL
353	36-743	11/4/2017	-82.04976	29.126775	PARCEL
338	36-738	11/18/2017	-82.064553	29.124052	PARCEL
1588	36-759	11/25/2017	-82.03229	29.145807	PARCEL
893	36-758	11/26/2017	-82.100591	29.274702	PARCEL
2499	36-768	11/29/2017	-82.181921	29.17345	PARCEL
937	36-769	11/29/2017	-82.18227	29.171546	PARCEL
1374	36-774	11/29/2017	-82.182103	29.168299	PARCEL
3039	36-767	11/29/2017	-82.181921	29.17345	PARCEL
3869	36-772	11/29/2017	-82.18227	29.171546	PARCEL
4136	36-771	11/29/2017	-82.18227	29.171546	PARCEL
3045	36-770	11/29/2017	-82.18227	29.171546	PARCEL
3870	36-773	11/29/2017	-82.18227	29.171546	PARCEL
3387	36-757	12/4/2017	-81.995696	29.008653	PARCEL
2763	36-756	12/5/2017	-82.17743	29.216019	PARCEL
3528	36-765	12/23/2017	-82.166109	29.186593	PARCEL
432	36-764	2/6/2018	-82.10273	29.106248	PARCEL
1412	36-763	2/15/2018	-82.01965	28.972903	PARCEL
3860	36-762	3/20/2018	-82.11375	29.333766	PARCEL
973	36-761	4/15/2018	-82.20281	29.256932	PARCEL
2742	36-766	4/25/2018	-82.20717	29.145063	PARCEL
2708	36-775	6/25/2018	-82.17191	29.197044	PARCEL
2760	36-778	9/12/2018	-82.34141	29.127954	UNKWN
4323	36-780	12/15/2018	-82.11777	29.157009	UNKWN
442	36-779	12/15/2018	-82.18544	29.174958	UNKWN
443	36-781	12/20/2018	-82.1892	29.186369	UNKWN
3549	36-782	4/1/2019	-82.03612	29.139482	UNKWN
2933	36-783	4/28/2019	-82.082939	29.170607	UNKWN
2932	36-784	6/20/2019	-82.162313	29.211733	UNKWN
3669	36-788	6/20/2019	-82.093041	29.209143	UNKWN
3737	36-785	7/7/2019	-82.020551	28.996856	UNKWN
452	36-793	7/22/2019	-82.16228	29.208136	UNKWN
3735	36-786	7/24/2019	-82.210096	29.416	UNKWN
3741	36-787	8/18/2019	-82.16887	29.120904	UNKWN
2931	36-794	9/16/2019	-82.16228	29.208136	UNKWN
2076	36-792	9/25/2019	-82.158542	29.211397	UNKWN
1934	36-790	10/24/2019	-82.160963	28.974557	UNKWN
3540	36-791	10/28/2019	-82.162303	29.211691	UNKWN
1010	36-796	12/18/2019	-82.159997	29.211312	UNKWN
454	36-797	1/5/2020	-82.16132	29.208169	UNKWN
2089	36-811	3/11/2020	-82.162312	29.211739	UNKWN
2934	14-2275	5/1/2020	-82.70852	28.26656	UNKWN

3935	36-812	6/4/2020	-82.0382	29.19191	UNKWN
3941	36-800	6/7/2020	-82.053716	29.111912	Parcel (< 5 acres): Max 368 ft
2090	36-799	6/7/2020	-82.053404	29.126186	Parcel (< 5 acres): Max 368 ft
3936	36-818	6/7/2020	-82.03914	29.13696	UNKWN
3754	36-832	10/29/2020	-82.20904	29.42727	Parcel (< 5 acres): Max 368 ft
1030	36-807	12/9/2020	-82.15976	29.20809	Parcel (< 5 acres): Max 368 ft
566	36-806	4/23/2021	-82.15235	29.23107	Parcel (< 5 acres): Max 368 ft
565	36-805	6/24/2021	-82.14307	29.21308	Parcel (< 5 acres): Max 368 ft
1024	36-804	7/9/2021	-82.16229	29.20811	Parcel (< 5 acres): Max 368 ft
3946	36-809	7/11/2021	-82.42428	29.115633	Parcel (< 5 acres): Max 368 ft
2946	36-810	8/3/2021	-82.20926	29.09826	Parcel (< 5 acres): Max 368 ft
1948	36-831	8/21/2021	-82.172741	29.162251	Parcel (< 5 acres): Max 368 ft
2280	36-813	11/12/2021	-82.09115	29.38537	Parcel (< 5 acres): Max 368 ft
3950	36-814	11/15/2021	-82.13116	29.18182	Parcel (< 5 acres): Max 368 ft
2281	36-815	12/24/2021	-82.158417	29.209484	Parcel (< 5 acres): Max 368 ft
2282	36-816	1/21/2022	-82.159765	29.208037	Parcel (< 5 acres): Max 368 ft
3951	36-817	2/18/2022	-82.05376	29.139419	Parcel (< 5 acres): Max 368 ft
1139	36-830	2/24/2022	-82.15976	29.20809	Parcel (< 5 acres): Max 368 ft
2283	36-819	2/25/2022	-82.056492	29.142345	Parcel (< 5 acres): Max 368 ft
2324	36-820	3/16/2022	-82.210242	29.180677	TWNRNG
3952	36-821	3/16/2022	-82.166167	29.174337	TWNRNG
2286	36-822	3/29/2022	-82.11494	29.167188	TWNRNG
2288	36-823	6/18/2022	-82.193684	29.229836	TWNRNG
584	36-825	9/18/2022	-82.100546	29.146664	TWNRNG
3969	36-826	9/24/2022	-82.02288	28.97174	TWNRNG
3973	36-827	11/10/2022	-82.09149	29.222817	TWNRNG
587	36-828	4/22/2023	-82.19259	29.0075	GPS
589	36-253	5/1/2023	-82.02019	29.1077	GPSSA
2471	36-255	5/20/2023	-82.172974	29.197197	GPSSA
3974	36-254	5/20/2023	0	29.16655	GPSSA
4256	36-256	5/20/2023	null	null	GPSSA
3975	36-257	5/23/2023	-82.34265	29.18803	GPSSA
2473	36-258	6/21/2023	-82.130132	29.16053	GPSSA
2474	36-259	6/23/2023	-82.253872	29.063716	GPSSA
3976	36-260	6/23/2023	-82.12375	29.21893	GPSSA
4257	36-261	6/27/2023	-82.086547	29.210809	GPSSA
2337	36-262	6/30/2023	0	29.14064	GPSSA
2476	36-263	9/3/2023	-82.26409	29.07487	GPSSA
2652	36-264	1/29/2024	-82.157643	29.211126	GPSSA
4266	36-265	6/13/2024	29.211347	-82.158575	GPSSA
2851	36-266	6/17/2024	-82.158533	29.211558	GPSSA
1153	36-267	7/3/2024	-82.158533	29.211385	GPSSA
4118	36-268	7/8/2024	-82.2805	28.996036	GPSSA
4117	36-269	8/6/2024	-82.097957	29.196121	GPSSA

2657	36-270		8/20/2024	-82.158565	29.211404	GPSSA
2658	36-271		10/8/2024	-82.801931	29.105672	GPSSA
512	36-272		12/3/2024	-82.158565	29.211385	GPSSA
1099	36-273		2/12/2025	-82.158565	29.211385	GPSSA
2663	36-274		3/12/2025	-82.086422	29.204947	GPSSA
1105	36-275		4/15/2025	-82.147179	29.180889	GPSSA
515	36-276		4/16/2025	-82.09031	29.207645	GPSSA
3112	36-277		5/5/2025	-82.141531	29.156484	GPSSA
3057	36-278		5/9/2025	-82.158434	29.211462	GPSSA
3059	36-279		7/27/2025	-82.003592	29.090868	GPSSA
2864	36-280		8/23/2025	-82.307592	29.192109	GPSSA
2865	36-281		8/29/2025	-82.131906	29.18695	GPSSA
2428	36-282		9/14/2025	-82.168523	29.18254	GPSSA
1316	36-522	null		-82.112497	29.189717	QTR1
3819	36-542	null		-82.2979	29.1804	QTR1
4080	36-081	null		-82.096941	29.116383	GPSSA
808	36-222	null		-82.343412	29.186877	PARCEL
3456	36-532	null		-82.18333	29.266661	TWNRNG
3383	36-030	null		-82.068052	29.065272	SECTION
2985	36-546	null		-82.105552	29.151939	TWNRNG
4315	36-003	null		-82.085527	29.198019	QTR3
2731	36-199	null		-81.915981	29.039579	GPSSA
1300	36-001	null		-82.237221	29.098985	SECTION
777	36-525	null		-82.11667	29.4125	SECTION

Hazard MaterialsFacilties_Marion County

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Biomedical Waste	Blood Banks	LifeSouth Community Blood Centers Marion Region	1607 E Silver Springs Boulevard	Ocala	34474
Biomedical Waste	Blood Banks	OneBlood, Inc.	1051 SW 1st Avenue	Ocala	34471
Biomedical Waste	Blood Banks	Easy Stick Lab Services, LLC	1333 SE 25th Loop, Suite 103	Ocala	34471
Biomedical Waste	Clinical Laboratory	Quest Diagnostics Inc.	303 SE 17th Street, Suite 101 A	Ocala	34471
Biomedical Waste	Clinical Laboratory	Quest Diagnostics Inc.	2910 SE 3rd Court, Suite B	Ocala	34471
Biomedical Waste	Clinical Laboratory	Quest Diagnostics Clinical Laboratories Inc.	8602 SW Hwy 200, Suite J	Ocala	34481
Biomedical Waste	Clinical Laboratory	Marion County Diagnostics & Imaging	10762 SE Hwy 441	Belleview	34420
Biomedical Waste	Clinical Laboratory	Laboratory Corporation of America (Lab Corp)	3200 SW 34th Avenue, Bldg 200, Suite 201	Ocala	34470
Biomedical Waste	Clinical Laboratory	Laboratory Corporation of America - Timberidge	9401 SW HWY 200 1002	Ocala	34481
Biomedical Waste	Clinical Laboratory	BioVantra LLC	9401 SW Hwy 200, Suite 502	Ocala	34481
Biomedical Waste	Clinical Laboratory	Quest Diagnostics	11371 N Williams Street, Suite 2	Dunnellon	34432
Biomedical Waste	Clinical Laboratory	Quest Diagnostics	2685 SW 32nd Place	Ocala	34470
Biomedical Waste	Clinical Laboratory	NONA SCIENTIFIC	3320 SW 33rd Road, Unit 100	Ocala	34471
Biomedical Waste	Clinical Laboratory	Laboratory Corporation of America	20056 E Pennsylvania Avenue, Unit 1	Dunnellon	34430
Biomedical Waste	Clinical Laboratory	Physicians Stat Lab	20049 E Pennsylvania Avenue	Dunnellon	34432
Biomedical Waste	Clinical Laboratory	Concentra - Ocala	2221 SW 19th Avenue Road, Suite 100	Ocala	34471
Biomedical Waste	Clinical Laboratory	Laboratory Corporation of America	150 SE 17th Street	Ocala	34471
Biomedical Waste	Clinical Laboratory	Advanced Biomedical, Inc.	1551 SW 37th Avenue	Ocala	34474
Biomedical Waste	Clinical Laboratory	NONA SCIENTIFIC	1601 NE 25th Avenue, Unit 103	Ocala	34470
Biomedical Waste	Dentist	Bright Now Dental	2206 SE 17th Street	Ocala	34471

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Biomedical Waste	Dentist	Barbara Branch, D.M.D.	8441 SW Hwy 200, Suite 115	Ocala	34476
Biomedical Waste	Dentist	Endodontic Associates of Central Florida	2701 SW 34th Street	Ocala	34474
Biomedical Waste	Dentist	Stephen H. Dunn, D.D.S.	7555 SW Hwy 200	Ocala	34476
Biomedical Waste	Dentist	Marion Dental Group	9297 SE Maricamp Road	Ocala	34472
Biomedical Waste	Dentist	John Chih-Feng Fang, DDS	2843 SE 17th Street	Ocala	34471
Biomedical Waste	Dentist	Stephen H. Loftis, DDS	3423 E Silver Springs Boulevard	Ocala	34470
Biomedical Waste	Dentist	William Dane Myers, DDS	20491 The Granada, Unit 11-13	Dunnellon	34432
Biomedical Waste	Dentist	Ocala Dental Care	2415 SW 27th Avenue	Ocala	34471
Biomedical Waste	Dentist	Reed Orthodontics	2720 SE 17th Street	Ocala	34471
Biomedical Waste	Dentist	John E. Riggs, DDS	2401 SE Lake Weir Avenue	Ocala	34471
Biomedical Waste	Dentist	Ronald J. Rozanski, DMD	1500 SE 17th Street, Building 300	Ocala	34471
Biomedical Waste	Dentist	Christie Dental	2710 SE 17th Street	Ocala	34471
Biomedical Waste	Dentist	Coast Dental Services, Inc.	1220 NE 36th Avenue	Ocala	34470
Biomedical Waste	Dentist	Ditmar Wissel, D.M.D.	850 SE Fort King Street	Ocala	34471
Biomedical Waste	Dentist	James S. Wilkerson, D.D.S.	12 SW 12th Street	Ocala	34474
Biomedical Waste	Dentist	Clifford C. Buehrer, D.D.S.	1226 SE 24th Road	Ocala	34471
Biomedical Waste	Dentist	Wayne C. Harper, D.D.S.	1800 SE 17th Street	Ocala	34471
Biomedical Waste	Dentist	Steven W. Hughes, D.D.S.	2611 SE 17th Street a	Ocala	34471
Biomedical Waste	Dentist	Yvette Gaya, D.M.D., P.A.	3321 SW 32nd Avenue	Ocala	34474
Biomedical Waste	Dentist	Tina Chandra, D.D.S.	1920 SW 20th Place, Suite 202	Ocala	34471
Biomedical Waste	Dentist	Gregory Parker, D.D.S.	2835 SE 3rd Court	Ocala	34471
Biomedical Waste	Dentist	Ocala Endodontics	3201 SW 34th Avenue, Suite 204	Ocala	34474
Biomedical Waste	Dentist	Central Florida Orthodontic Center	3201 SW 34th Avenue, Suite 202	Ocala	34474
Biomedical Waste	Dentist	Dunnellon Dentistry	11223 N Williams Street, Suite C	Dunnellon	34432
Biomedical Waste	Dentist	Henry A. Sweeny	10600 S Hwy 441	Belleview	34420
Biomedical Waste	Dentist	Sol Anker, D.D.S., P.A.	3323 E Silver Springs Boulevard	Ocala	34470

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Biomedical Waste	Dentist	Gary A Kaplan, D.D.S., P.A.	2815 SE 17th Street, Suite 101	Ocala	34471
Biomedical Waste	Dentist	Lawrence J. Sutton, D.D.S., P.A.	2825 SE 17th Street, Suite 402	Ocala	34471
Biomedical Waste	Dentist	The Dental Center of Ocala	1500 SE 17th Street, Suite 400	Ocala	34471
Biomedical Waste	Dentist	Marion County Health Dept., Dental Clinic	1501 W Silver Springs Boulevard	Ocala	34475
Biomedical Waste	Dentist	Cala Hills Endodontics	2130 SW 22nd Place 101	Ocala	34474
Biomedical Waste	Dentist	Christie Dental	8438 SW 103rd Street Road	Ocala	34480
Biomedical Waste	Dentist	Dr. Quinn Family Dentistry	430 SE 17th Street	Ocala	34471
Biomedical Waste	Dentist	Dental Discovery	5481 SW 60th Street, Suite 202	Ocala	34474
Biomedical Waste	Dentist	Baylee Dental	16850 S Hwy 441, Suite 301	Summerfield	34491
Biomedical Waste	Dentist	Perkins Dentistry, Inc	11653 N Williams Street	Dunnellon	34432
Biomedical Waste	Dentist	Christie Dental Belleview	5927 SE Babb Road	Belleview	34420
Biomedical Waste	Dentist	The Dentist Place of Ocala	2760 SE 17th Street, Suite 600	Ocala	34471
Biomedical Waste	Dentist	Daniel A. Weldon DMD PLLC	812 NE 25th Avenue, Suite B	Ocala	34470
Biomedical Waste	Dentist	William C. Bartling, DDS (sole Proprietor)	6378 SE 125th Place	Belleview	34420
Biomedical Waste	Dentist	Robert J. Underkofler Jr. DDS	3301 SW 34th Circle, Unit 204	Ocala	34474
Biomedical Waste	Dentist	Royal Dental at the Villages LLC	8493 SE 165th Mulberry Lane	The Villages	32162
Biomedical Waste	Dentist	Barbara DeLucia DMD	2701 SW 34th Street, Suite 200	Ocala	34474
Biomedical Waste	Dentist	Jones Orthodontics	1500 SE 17th Street, Building 100	Ocala	34471
Biomedical Waste	Dentist	Freimuth Family Dental	2509 SE 17th Street	Ocala	34471
Biomedical Waste	Dentist	Aspen Dental	3411 SW 36th Terrace, Suite 1	Ocala	34474
Biomedical Waste	Dentist	Oakridge Dental Care	9590 SW Hwy 200, Suite 7	Ocala	34481
Biomedical Waste	Dentist	World Dental Associates	8810 SW Hwy 200, Suite 101	Ocala	34481
Biomedical Waste	Dentist	Allin Family Dentistry	1325 NE 42nd Street	Ocala	34479
Biomedical Waste	Dentist	Azalea Dental	8585 SW Hwy 200, Suite 3	Ocala	34481
Biomedical Waste	Dentist	Carolina Dentures of Dunnellon	10710 S Hwy 41	Dunnellon	34432

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Biomedical Waste	Dentist	Dental Implants of Ocala	7550 SW 61st Avenue, Suite 2	Ocala	34476
Biomedical Waste	Dentist	Smile Design Villages LLC	17820 SE 109th Avenue, Suite 101	Summerfield	34491
Biomedical Waste	Dentist	Jackson and Joyce Family Dentistry	1910 SE 18th Avenue	Ocala	34471
Biomedical Waste	Dentist	Leah R. Strange, DMD PLLC	3143 SW 32nd Avenue, Suite 300	Ocala	34474
Biomedical Waste	Dentist	Heart of Florida Health Center-Childrens Dental Center	255 SE 17th Street	Ocala	34471
Biomedical Waste	Dentist	Aspen Dental	4910 E Silver Springs Boulevard	Ocala	34470
Biomedical Waste	Dentist	Smiles at Heathbrook	4608 SW College Road	Ocala	34474
Biomedical Waste	Dentist	Amazing Smiles Dentistry	10230 SW 86th Circle, Suite 300	Ocala	34481
Biomedical Waste	Dentist	Advanced Dental Care Of Quail Meadows	2785 NW 49th Avenue, Unit 102	Ocala	34482
Biomedical Waste	Dentist	Greenberg Dental Associates, LLC	4901 E Silver Springs Boulevard, Suite 601	Ocala	34470
Biomedical Waste	Dentist	Grand Oaks Dental Care	2575 SW 42nd Street, Suite 104	Ocala	34471
Biomedical Waste	Dentist	Greenberg Dental Associates LLC	3131 SW College Road, Suite 201	Ocala	34474
Biomedical Waste	Dentist	Betancur Orthodontics, PLLC	1800 SE 17th Street, Suite 500	Ocala	34471
Biomedical Waste	Dentist	VIPcare Dental, PLLC	8409 SW 80th Street	Ocala	34481
Biomedical Waste	Dentist	TrueCare Family & Implant Dentistry	9401 SW Hwy 200, Suite 101	Ocala	34481
Biomedical Waste	Dentist	Citrus Oral and Facial Surgery At Ocala	2611 SE 17th Street, Unit A	Ocala	34471
Biomedical Waste	Dentist	Ocala Periodontics & Dental Implants	4600 SW 46th Court, Bldg 200, Suite 360	Ocala	34474
Biomedical Waste	Dentist	Advanced Dental Care of Shady Road	3040 SW 27th Avenue, Suite 101	Ocala	34471
Biomedical Waste	Dentist	Dental Discovery, PA	2669 E Silver Springs Boulevard	Ocala	34470
Biomedical Waste	Dentist	B-Dental Family Dental	1601 NE 14th Street	Ocala	34470
Biomedical Waste	Dentist	Dr. Yosvel Blanco LLC	10250 SE 167th Place Road, Suite 3	Summerfield	34491
Biomedical Waste	Dentist	Christie Dental	3101 SW 34th Avenue, Suite 600	Ocala	34474
Biomedical Waste	Dentist	Smile Design Mulberry Grove	8792 SE 165th Mulberry Lane	The Villages	32162

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
		LLC			
Biomedical Waste	Dentist	Complete Dental of Countryside	7811 SW Hwy 200	Ocala	34474
Biomedical Waste	Dentist	Freedom Clinic USA	1056 SW 1st Avenue	Ocala	34471
Biomedical Waste	Dentist	Affordable Dentures & Implants	3950 SW College Road, Unit 102	Ocala	34474
Biomedical Waste	Dialysis Clinic	Ocala Critical Care & Kidney Group	2980 SE 3rd Court	Ocala	34471
Biomedical Waste	Dialysis Clinic	Ocala Regional Kidney Center-West	8585 SW Hwy 200	Ocala	34481
Biomedical Waste	Dialysis Clinic	Ocala Regional Kidney Center-East	2870 SE 1st Avenue	Ocala	34471
Biomedical Waste	Dialysis Clinic	Ocala Regional Kidney Center - North	2620 W Hwy 316	Citra	32113
Biomedical Waste	Dialysis Clinic	Ocala Regional Kidney Centers Home Dialysis Division	2860 SE 1st Avenue	Ocala	34471
Biomedical Waste	Dialysis Clinic	Silver Springs Shores Dialysis	9310 Spring Road	Ocala	34472
Biomedical Waste	Dialysis Clinic	Ocala West Home Training	8615 SW 103rd Street Road	Ocala	34481
Biomedical Waste	Dialysis Clinic	Fresenius Kidney Care - Ocala	2645 SW 20th Street	Ocala	34471
Biomedical Waste	Funeral Home	Roberts Funeral Home	19939 E Pennsylvania Avenue	Dunnellon	34432
Biomedical Waste	Funeral Home	Forest Lawn Funeral Home	5740 S Pine Avenue	Ocala	34480
Biomedical Waste	Funeral Home	Hiers-Baxley Funeral Home-Ocala Chapel	910 E Silver Springs Boulevard	Ocala	34470
Biomedical Waste	Funeral Home	Countryside Funeral Home, Inc.	9185 NE 21st Avenue	Anthony	32617
Biomedical Waste	Funeral Home	Hadley-Brown Funeral Home	127 NW 20th Street	Ocala	34475
Biomedical Waste	Funeral Home	Baldwin Brothers Funeral & Creamation Society	11250 SW 93rd Court Road, Suite 300	Ocala	34481
Biomedical Waste	Funeral Home	Brown Memorial Funeral Home & Cremations	706 SW M.L.K. Jr Avenue	Ocala	34475
Biomedical Waste	Funeral Home	Roberts of Ocala Funerals & Cremations	606 SW 2nd Avenue	Ocala	34471
Biomedical Waste	Home Health	Hospice of Marion County	3231 SW 34th Avenue	Ocala	34474

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Biomedical Waste	Home Health	Estelle's & Sylvia's Houses	2895 SE 62nd Street	Ocala	34480
Biomedical Waste	Home Health	Kindred at Home	311 SE 17th Place	Ocala	34471
Biomedical Waste	Home Health	Legacy House	9505 SW 110th Street	Ocala	34481
Biomedical Waste	Home Health	Integrity Home Health DBA Palms Home Care of Central FL.	7870 SW 103rd Street Road 201	Ocala	34474
Biomedical Waste	Home Health	Village Home Care LLC	2760 SE 17th Street, Suite 101	Ocala	34471
Biomedical Waste	Home Health	Angels Care Home Health	3304 SW 34th Circle, Suite 201	Ocala	34474
Biomedical Waste	Home Health	Helping Hands Home Care Inc	1740 SE 18th Street, Unit 1103	Ocala	34471
Biomedical Waste	Home Health	Comprehensive Home Care of Ocala	3200 SW 34th Avenue	Ocala	34474
Biomedical Waste	Home Health	NurseCore of Ocala	500 SW 10th Street, Suite 311	Ocala	34474
Biomedical Waste	Home Health	Better Life Home Health	15600 S Hwy 441, Suite B	Summerfield	34491
Biomedical Waste	Home Health	Munroe Regional HomeCare, LLC	2201 SE 30th Avenue, Suite 301	Ocala	34471
Biomedical Waste	Home Health	Pinard Home Health dba Home Advantage Healthcare	5925 SE Abshier Boulevard	Belleview	34420
Biomedical Waste	Home Health	Omni Home Health-Hernando LLC d/b/a Suncrest Omni	3200 SW 34th Avenue, Unit 301	Ocala	34474
Biomedical Waste	Home Health	Florida Homecare Specialists, Inc., Ocala	150 SE 17th Street, Unit 301-302	Ocala	34471
Biomedical Waste	Home Health	Better @ Home	3021 SW 27th Avenue, Unit 1	Ocala	34471
Biomedical Waste	Home Health	Signature Home Now	6793 SW Hwy 200	Ocala	34474
Biomedical Waste	Home Health	Heal At Home Healthcare LLC	5036 SE 110th Street, Suite 101	Belleview	34420
Biomedical Waste	Home Health	Encompass Health Home Health	2143 E Fort King Street, Suite 102	Ocala	34471
Biomedical Waste	Home Health	Concierge Home Care	3515 SE 17th Street, Suite 102	Ocala	34471
Biomedical Waste	Home Health	Optum Infusion Services 205, Inc.	2800 E Silver Springs Boulevard, Unit 201	Ocala	34471
Biomedical Waste	Home Health	Rehab At Home	17860 SE 109th Avenue, Suite 610	Summerfield	34491
Biomedical Waste	Home Health	Family Home Health Services	2801 SW College Road, Suite 5	Ocala	34474
Biomedical Waste	Home Health	Trilogy Home Health	3200 SW 34th Avenue	Ocala	34471
Biomedical Waste	Hospital	Ocala Regional	1431 SW 1st	Ocala	34478

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
		Medical Center	Avenue		
Biomedical Waste	Hospital	West Marion Community Hospital	4600 SW 46th Court	Ocala	34474
Biomedical Waste	Hospital	Kindred Hospital Ocala	1500 SW 1st Ave 5th Floor	Ocala	34474
Biomedical Waste	Hospital	The Vines	3130 SW 27th Avenue	Ocala	34471
Biomedical Waste	Hospital	Encompass Health Rehabilitation Hospital of Ocala	2275 SW 22nd Lane	Ocala	34474
Biomedical Waste	Hospital	Summerfield ER	14193 S Hwy 441	Summerfield	34491
Biomedical Waste	Hospital	AdventHealth Sports Med & Rehab Ocala	1100 SW 1st Avenue	Ocala	34471
Biomedical Waste	Hospital	AdventHealth Ocala	1500 SW 1st Avenue	Ocala	34471
Biomedical Waste	Hospital	AdventHealth TimberRidge ER	9521 SW Hwy 200	Ocala	34481
Biomedical Waste	Hospital	AdventHealth Wound Care Center Ocala	2124 SW 20th Place	Ocala	34471
Biomedical Waste	Medical Doctor	Ocala Ear, Nose & Throat Specialist	2120 SW 22nd Place	Ocala	34471
Biomedical Waste	Medical Doctor	Physicians Health Center	420 SE 17th Street	Ocala	34471
Biomedical Waste	Medical Doctor	Sunshine State Medical Clinic	1305 SE 25th Loop 103	Ocala	34471
Biomedical Waste	Medical Doctor	Central Florida Eye Institute	3133 SW 32nd Avenue	Ocala	34474
Biomedical Waste	Medical Doctor	Darby & Johnson, P.A.	1500 SE 17th Street, Building 500	Ocala	34471
Biomedical Waste	Medical Doctor	Marion Pediatrics	3105 SW 13th Street	Ocala	34474
Biomedical Waste	Medical Doctor	Arun Singh, M.D., P.A.	7494 SW 60th Avenue, Suite A	Ocala	34476
Biomedical Waste	Medical Doctor	S. Ramaswami, M.D.	10461 SW Hwy 484	Dunnellon	34432
Biomedical Waste	Medical Doctor	Ocala Family Medical Center	2230 SW 19th Avenue Road	Ocala	34471
Biomedical Waste	Medical Doctor	West Florida Medical Associates/Bellam Medical Clinic	11707 N Williams Street	Dunnellon	34432
Biomedical Waste	Medical Doctor	Allergy and Asthma Care of Florida	1740 SE 18th Street, Suite 1002	Ocala	34471
Biomedical Waste	Medical Doctor	Norman H. Anderson, M.D., PA d/b/a Boissoneault Oncology Institute	2020 SE 17th Street	Ocala	34471
Biomedical Waste	Medical Doctor	Stephen A. Bookbinder M.D.	3210 SW 33rd Road, Suite 102	Ocala	34474

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Biomedical Waste	Medical Doctor	Howard L. Offenberg, M.D.	40 SW 12th Street, Suite C101	Ocala	34471
Biomedical Waste	Medical Doctor	Gastroenterology Associates of Ocala	1901 SE 18th Avenue, Building 400	Ocala	34471
Biomedical Waste	Medical Doctor	Marc J. DiLorenzo, M.D., P.A.	1302 SE 25th Loop, Suite 101	Ocala	34471
Biomedical Waste	Medical Doctor	Michael J. Freeman, M.D.	2750 SE 17th Street	Ocala	34471
Biomedical Waste	Medical Doctor	Douglas C. Hall M.D. P.A.	1317 SE 25th Loop, Suite 101	Ocala	34471
Biomedical Waste	Medical Doctor	Seaborn M. Hunt M.D.	150 SE 17th Street, Suite 703	Ocala	34471
Biomedical Waste	Medical Doctor	Urology Institute of Central Florida	2850 SE 3rd Court	Ocala	34471
Biomedical Waste	Medical Doctor	Subadra Sivakumaran M.D. P.A.	2810 SE 3rd Court	Ocala	34471
Biomedical Waste	Medical Doctor	Angelina Limlingan, M.D.	7651 SW Hwy 200, Suite 208	Ocala	34474
Biomedical Waste	Medical Doctor	Marion Heart Center P.A.	1040 SW 2nd Avenue	Ocala	34471
Biomedical Waste	Medical Doctor	Rasiklal D. Nagda M.D.	150 SE 17th Street, Suite 400	Ocala	34471
Biomedical Waste	Medical Doctor	Family Care Specialists	2415 SE 17th Street	Ocala	34471
Biomedical Waste	Medical Doctor	Ocala Eye - Main Office	1500 SE Magnolia Extension, Suite 106	Ocala	34471
Biomedical Waste	Medical Doctor	Ocala Neurosurgical Center	1901 SE 18th Avenue, Building 101	Ocala	34471
Biomedical Waste	Medical Doctor	Ocala Orthopaedic Group	1015 SE 17th Street SE, Suite 100	Ocala	34471
Biomedical Waste	Medical Doctor	L.A. Oliverio, M.D.	20661 Ned Love Avenue	Dunnellon	34431
Biomedical Waste	Medical Doctor	Emilia B. Pacariem, M.D.	1328 SE 25th Loop, Suite 101	Ocala	34471
Biomedical Waste	Medical Doctor	Advanced Urology Institute	1901 SE 18th Avenue, Building 300	Ocala	34471
Biomedical Waste	Medical Doctor	Larry R. Popeil, M.D.	2203 SE 3rd Avenue	Ocala	34471
Biomedical Waste	Medical Doctor	Sandy Lynn Price M.D.	628 SE 17th Street	Ocala	34471
Biomedical Waste	Medical Doctor	Lifestyle Solutions MedSpa I, LLC	2139-B NE 2nd Street	Ocala	34470
Biomedical Waste	Medical Doctor	Krishna Rao, M.D.	3309 SW 34th Circle, Suite 103	Ocala	34471
Biomedical Waste	Medical Doctor	Nikhil K. Shah, M.D.	20281 E Pennsylvania Avenue	Dunnellon	34432
Biomedical Waste	Medical Doctor	Marion Heart Associates P.A.	1805 SE Lake Weir Avenue	Ocala	34471

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Biomedical Waste	Medical Doctor	John T. Chacko, M.D.	1752 SW 1st Avenue	Ocala	34474
Biomedical Waste	Medical Doctor	Family Care Specialists	1800 SE 17th Street, Building 100	Ocala	34471
Biomedical Waste	Medical Doctor	Alliance Medical Associates Inc	1800 SE 17th Street, Building 800	Ocala	34471
Biomedical Waste	Medical Doctor	Associated Comprehensive Eye Care	2437 SE Fort King Street	Ocala	34471
Biomedical Waste	Medical Doctor	Ocala Oncology Center P.A.	3130 SW 32nd Avenue	Ocala	34474
Biomedical Waste	Medical Doctor	Medical Imaging Center of Ocala	1490 SE Magnolia Extension	Ocala	34471
Biomedical Waste	Medical Doctor	Cardiovascular Institute of Central Florida	2111 SW 20th Place	Ocala	34474
Biomedical Waste	Medical Doctor	Doyle C. Phillips, M.D.	631 NE 25th Avenue	Ocala	34470
Biomedical Waste	Medical Doctor	Ocala Dermatology & Skin Cancer Center P.A.	3233 SW 33rd Road, Suite 101	Ocala	34474
Biomedical Waste	Medical Doctor	Vasudevan Kidambi, M.D.	3200 SW 34th Avenue, Building 300	Ocala	34474
Biomedical Waste	Medical Doctor	Pediatric Associates of Ocala, P.A.	2725 SE Maricamp Road	Ocala	34471
Biomedical Waste	Medical Doctor	Women's Imaging Center of Ocala	1901 SE 18th Avenue, Building 200	Ocala	34471
Biomedical Waste	Medical Doctor	The Retina Center	3035 SW 27th Avenue	Ocala	34474
Biomedical Waste	Medical Doctor	Bryan C. Hicks M.D. P.A.	5349 SW College Road, Suite 2	Ocala	34474
Biomedical Waste	Medical Doctor	Ocala Eye, P.A. - 200 West Office	8520 SW Hwy 200	Ocala	34481
Biomedical Waste	Medical Doctor	Vitreo Retinal Associates	10238 SW 86th Circle, Suite 100	Ocala	34481
Biomedical Waste	Medical Doctor	Express Care of Belleview Inc.	10762 S Hwy 441 Highway	Belleview	34420
Biomedical Waste	Medical Doctor	Suncoast Dermatology & Skin Surgery	9401 SW Hwy 200, Building 500	Ocala	34481
Biomedical Waste	Medical Doctor	Ocala Dermatology & Skin Cancer Center	10915 SE 177 Place	Summerfield	34491
Biomedical Waste	Medical Doctor	Oakwood Family Practice P.A.	200 Oakwood Drive, Suite 202	Ocala	34472
Biomedical Waste	Medical Doctor	Frank M. Ramharrack, M.D.	311 SE 29th Place	Ocala	34471
Biomedical Waste	Medical Doctor	Lorven Heart & Vascular Institute	1609 SW 17th Street	Ocala	34471
Biomedical Waste	Medical Doctor	Ocala Physican Associates	2810 SE 3rd Court	Ocala	34471

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Biomedical Waste	Medical Doctor	Lazo Medical Center Inc	321 SE 29th Place, Suite 200	Ocala	34471
Biomedical Waste	Medical Doctor	Arthritis & Osteoporosis Center P.A.	3301 SW 34th Circle, Suite 101	Ocala	34474
Biomedical Waste	Medical Doctor	Florida Eye Specialist Institute	3230 SW 33rd Road	Ocala	34474
Biomedical Waste	Medical Doctor	Renstar Medical Research	21 NE 1st Avenue	Ocala	34470
Biomedical Waste	Medical Doctor	Ocala Lung & Critical Care	1834 SW 1st Avenue	Ocala	34474
Biomedical Waste	Medical Doctor	Advanced Imaging Centers	2300 SE 17th Street, Building 800	Ocala	34471
Biomedical Waste	Medical Doctor	Amruth S Bapatla, M.D.	1133 SE 18th Place	Ocala	34471
Biomedical Waste	Medical Doctor	Countryside Medical	7860 SW 103rd St Rd 100 #101	Ocala	34476
Biomedical Waste	Medical Doctor	Sanjay Patel M.D. P.A.	310 SE 29th Place, Suite 100	Ocala	34471
Biomedical Waste	Medical Doctor	Central Florida Heart Center - Lillian A. Mitchell M.D.	7826 SW 60th Avenue	Ocala	34478
Biomedical Waste	Medical Doctor	Mid-Florida Eye Center P.A.	17556 SE 109th Terrace	Summerfield	34491
Biomedical Waste	Medical Doctor	Heart of Florida Health Center (Central)	1025 SW 1st Avenue	Ocala	34471
Biomedical Waste	Medical Doctor	Raymond Marquette M.D. P.A.	1800 SE 17th Street, Suite 300	Ocala	34471
Biomedical Waste	Medical Doctor	Himanshu S. Kairab M.D. P.A.	3306 SW 26th Avenue, Building 200	Ocala	34474
Biomedical Waste	Medical Doctor	Children's Medical Group	1749 SE 28th Loop	Ocala	34471
Biomedical Waste	Medical Doctor	Neal C. Lumapas, M.D.	12030 S Ohio Street	Dunnellon	34431
Biomedical Waste	Medical Doctor	Medical Imaging Center At Windsor Oaks	1901 SE 18th Avenue, Building 200A	Ocala	34471
Biomedical Waste	Medical Doctor	Ocala Eye - Heathbrook	4414 SW College Road, Suite 1462	Ocala	34474
Biomedical Waste	Medical Doctor	Timberidge Imaging Center	9521 SW Hwy 200	Ocala	34481
Biomedical Waste	Medical Doctor	Apex Pediatric	1800 SE 32nd Avenue	Ocala	34471
Biomedical Waste	Medical Doctor	Pediatric Health Choice	2102 SW 20th Place, Building 500	Ocala	34474
Biomedical Waste	Medical Doctor	Florida Neurological Center	2237 SW 19th Ave Road, Suite 101	Ocala	34471
Biomedical Waste	Medical Doctor	Pulmonary Physicians, P.A.	1133 SE 18th Place, Suite 4	Ocala	34471

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Biomedical Waste	Medical Doctor	Florida Advanced Pulmonary, P.A.	2801 SW College Road, Suite 16	Ocala	34474
Biomedical Waste	Medical Doctor	Md. Nasirul Huq M.D. P.A.	3233 SW 33rd Road, Suite 302	Ocala	34474
Biomedical Waste	Medical Doctor	Pulmonary Physicians, P.A.	6041 SW 73rd St Road	Ocala	34476
Biomedical Waste	Medical Doctor	Express Care of Ocala P.A.	1813 SW 1st Avenue	Ocala	34474
Biomedical Waste	Medical Doctor	Lakeview Internal Medicine P.A.	10250 SE 167th Place Road, Suite 5	Summerfield	34491
Biomedical Waste	Medical Doctor	Central Florida Heart Group P.A.	6600 SW Hwy 200, Suite 300	Ocala	34476
Biomedical Waste	Medical Doctor	Sunshine State Medical Clinic	6075 SW 73rd St Road	Ocala	34476
Biomedical Waste	Medical Doctor	Advanced Imaging Centers	2300 SE 17th Street, Suite 300	Ocala	34471
Biomedical Waste	Medical Doctor	The Neurology Institute of Central Florida	2118 SW 20th Place	Ocala	34471
Biomedical Waste	Medical Doctor	Surgical Specialists of Ocala Inc	1920 SW 20th Place	Ocala	34471
Biomedical Waste	Medical Doctor	Surgical Consultants of Central Florida P.A.	1830 SE 18th Avenue, Suite 3	Ocala	34471
Biomedical Waste	Medical Doctor	Poonam Warman M.D. P.A.	1500 SE Magnolia Extension 202	Ocala	34471
Biomedical Waste	Medical Doctor	M. DelCharco, Jr.,MD, LLC	2801 SE 1st Ave #100 Ste 101	Ocala	34471
Biomedical Waste	Medical Doctor	Ocala Infectious Disease & Wound Center	2651 SW 32nd Place	Ocala	34471
Biomedical Waste	Medical Doctor	Internal Medicine Associates of Ocala P.A.	11740 SW 97th Terrace	Ocala	34481
Biomedical Waste	Medical Doctor	PET/CT Services of Florida	1541 SW 1st Avenue, Suite 101	Ocala	34471
Biomedical Waste	Medical Doctor	Marion Heart Center P.A.	10230 SW 86th Circle	Ocala	34481
Biomedical Waste	Medical Doctor	Ocala Family Care P.A.	3299 SW 34th Street, Unit 100 B	Ocala	34474
Biomedical Waste	Medical Doctor	Lemire Clinic	9401 SW Hwy 200	Ocala	34481
Biomedical Waste	Medical Doctor	Ocala Internal Medicine Associates P.A.	3299 SW 34th Street, Unit 100 A	Ocala	34474
Biomedical Waste	Medical Doctor	Orthopaedic Speciality Care LLC	2685 SW 32nd Place, Suite 400	Ocala	34471
Biomedical Waste	Medical Doctor	The Neurology Institute	16065 S Hwy 441 Highway	Summerfield	34491
Biomedical Waste	Medical Doctor	Med One Health Center	6160 SW Hwy 200, Unit 119	Ocala	34476
Biomedical Waste	Medical Doctor	Absolute Health	7350 SW 60th	Ocala	34476

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
		Internal Medicine & Pediatrics	Avenue, Suite 2		
Biomedical Waste	Medical Doctor	Florida Medical Associates LLC	2955 SE 3rd Court, Suite B	Ocala	34471
Biomedical Waste	Medical Doctor	West Marion Family Practice P.A.	2760 SE 17th Street, Suite 400	Ocala	34471
Biomedical Waste	Medical Doctor	Mid Florida Primary Care, P.A.	17809 SE 109th Avenue	Summerfield	34491
Biomedical Waste	Medical Doctor	(DBA) Langley Health Services	7205 SE Maricamp Road	Ocala	34472
Biomedical Waste	Medical Doctor	Ocala Heart Clinic II LLC	3310 SW 34th Street	Ocala	34474
Biomedical Waste	Medical Doctor	American Family Medical LLC	1750 SE 28th Loop	Ocala	34471
Biomedical Waste	Medical Doctor	The Orthopaedic Institute	1710 SE 16th Avenue	Ocala	34471
Biomedical Waste	Medical Doctor	Family Care Specialist	2300 SE 17th Street, Suite 402	Ocala	34471
Biomedical Waste	Medical Doctor	Florida Pain and Rehabilitation Center	1910 SW 18th Court, Suite 200	Ocala	34471
Biomedical Waste	Medical Doctor	Family Care Specialists	4850 SE 110th Street	Belleview	34420
Biomedical Waste	Medical Doctor	Fast Track Pediatrics Inc	1133 SE 18th Place, Unit 1	Ocala	34471
Biomedical Waste	Medical Doctor	Infectious Diseases Associates of North Central Florida	3306 SW 26th Avenue, Suite 104	Ocala	34471
Biomedical Waste	Medical Doctor	Advanced Dermatology	1918 SE 17th Street, Suite 300	Ocala	34471
Biomedical Waste	Medical Doctor	Siva M.D. P.A.	2845 SE 3rd Court	Ocala	34471
Biomedical Waste	Medical Doctor	Fakhoury Medical and Chiropractic Center PLLC	1009 SW 17th Street	Ocala	34471
Biomedical Waste	Medical Doctor	Trinity Healthcare Medical Center	321 SE 29th Place, Suite 102	Ocala	34471
Biomedical Waste	Medical Doctor	Premier Pediatrics LLC	7960 SW 60th Avenue, Suite 100	Ocala	34476
Biomedical Waste	Medical Doctor	Urology Care of Central Florida PA	6907 SW Hwy 200	Ocala	34476
Biomedical Waste	Medical Doctor	Vantage Health LLC	9401 SW Hwy 200, Suite 502	Ocala	34481
Biomedical Waste	Medical Doctor	Quick Primary Care PA	8550 SW Hwy 200	Ocala	34481
Biomedical Waste	Medical Doctor	Gynecology Specialists of Ocala, PLLC	1830 SE 18th Avenue, Suite 1	Ocala	34471
Biomedical Waste	Medical Doctor	Florida Pain Clinic Inc	2300 S Pine, Suite A	Ocala	34471
Biomedical Waste	Medical Doctor	Childrens Health of Ocala	1301 SE 25th Loop	Ocala	34471
Biomedical Waste	Medical Doctor	Advanced Urology Institute	9401 St. Road 200 Building 3000,	Ocala	34470

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
			Suite 3001		
Biomedical Waste	Medical Doctor	Sharma Institute of Pain Medicine and Rehabilitation	3221 SW 33rd Road, Suite 100	Ocala	34474
Biomedical Waste	Medical Doctor	Amruth S. Bapatla M.D., P.A.	6041 SW 73rd Street Road	Ocala	34476
Biomedical Waste	Medical Doctor	Heart of Florida Health Center, Inc. (Belleview)	5051 SE 110th Street Road	Belleview	34420
Biomedical Waste	Medical Doctor	Heart of Florida Health Center, Inc. (Reddick)	4500 NW 152nd Avenue	Reddick	32686
Biomedical Waste	Medical Doctor	Ocala Health Trauma, LLC	1234 SE Magnolia Extension, Unit 1	Ocala	34471
Biomedical Waste	Medical Doctor	Jet Medical Center	2221 SW 19th Avenue Road, Suite 200	Ocala	34471
Biomedical Waste	Medical Doctor	City of Ocala Employee Health Center/CareHere	2100 NE 30th Avenue, Building 300	Ocala	34470
Biomedical Waste	Medical Doctor	Cardiovascular Institute of Central FL.	2105 SW 20th Place	Ocala	34471
Biomedical Waste	Medical Doctor	Weirsdale Family Health Center, Inc.	16400 S Hwy 25	Weirsdale	32195
Biomedical Waste	Medical Doctor	Integrative Healthcare & Physical Medicine, Ocala	3773 S Pine Avenue	Ocala	34471
Biomedical Waste	Medical Doctor	Ocala Health Vascular Surgery	1500 SE Magnolia Extension, Suite 204	Ocala	34471
Biomedical Waste	Medical Doctor	Premier Pediatrics LLC	5388 S Hwy 41	Dunnellon	34432
Biomedical Waste	Medical Doctor	Premier Pediatrics LLC	7960 SW 60th Avenue, Suite 200	Ocala	34476
Biomedical Waste	Medical Doctor	Comprehensive Pain Management	3120 SW 27th Avenue, Suite 300	Ocala	34474
Biomedical Waste	Medical Doctor	Skin Cancer Center of Central Florida	10973 SE 175th Place, Suite 100	Summerfield	34491
Biomedical Waste	Medical Doctor	Luna Beck MD & Associates PA	17820 SE 109th Avenue, Unit 107	Summerfield	34491
Biomedical Waste	Medical Doctor	The Village Health-Mulberry Care Center	8877 SE 165th Mulberry Lane	The Villages	32162
Biomedical Waste	Medical Doctor	Heart of Florida Health Center - Southwest	100 Marion Oaks Boulevard	Ocala	34474
Biomedical Waste	Medical Doctor	Heart of Florida Health Center (West)	6041 SW 54th Street	Ocala	34474
Biomedical Waste	Medical Doctor	Ocala Kidney Group, Inc	8613 SW 103rd Road Street	Ocala	34481
Biomedical Waste	Medical Doctor	Florida Heart &	1500 SE Magnolia	Ocala	34471

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
		Lung Institute of Ocala	Extension, Unit 203		
Biomedical Waste	Medical Doctor	Ocala Family Medical Center, Inc. OFMC Dermatology & Aesthetic Center	2121 SW 22nd Place	Ocala	34471
Biomedical Waste	Medical Doctor	Bethel Blood and Cancer Center, P.A.	3256 S Pine Avenue, Suite 303	Ocala	34471
Biomedical Waste	Medical Doctor	Bethel Blood and Cancer Center, P.A.	11660 SW 97th Terrace, Unit 201	Ocala	34481
Biomedical Waste	Medical Doctor	GenesisCare USA of Florida, LLC	3201 SW 33rd Road	Ocala	34474
Biomedical Waste	Medical Doctor	Children's Lung Asthma & Sleep Specialists	2930 SE 3rd Court	Ocala	34471
Biomedical Waste	Medical Doctor	Robert Feldman, MD., PA	125 SW 11th Street	Ocala	34471
Biomedical Waste	Medical Doctor	John T. Littell MD and Associates	1541 SW 1st Avenue, Suite 102	Ocala	34471
Biomedical Waste	Medical Doctor	Premier Medical Associates - Ocala	9311 SW Hwy 200	Ocala	34481
Biomedical Waste	Medical Doctor	Premier Medical Associates - Belleview	10250 SE Hwy 441	Belleview	34420
Biomedical Waste	Medical Doctor	DELCARE P.A.	10770 SE 173rd Street	Summerfield	34491
Biomedical Waste	Medical Doctor	Florida Medical Associates, LLC (Belleview)	11531 S Hwy 301	Belleview	34420
Biomedical Waste	Medical Doctor	Florida's Women's Health, LLC	4600 SW 46th Court, Suite 150	Ocala	34474
Biomedical Waste	Medical Doctor	Cardiovascular Institute of Central Florida, LLC	6555 SW Hwy 200, Building 100	Ocala	34476
Biomedical Waste	Medical Doctor	Premier Pediatrics (Forest Location)	14141 Hwy 40	Silver Springs	34488
Biomedical Waste	Medical Doctor	Quick Care Med Clinic	6341 N Hwy 441	Ocala	34475
Biomedical Waste	Medical Doctor	Total Patient Care of Ocala	3320 SW 33rd Road, Suite 200	Ocala	34474
Biomedical Waste	Medical Doctor	Seaborn M. Hunt III, MD PA	3220 SW 31st Road, Suite 301	Ocala	34474
Biomedical Waste	Medical Doctor	Sunshine Pediatrics of Ocala PA	1900 SW 20th Place	Ocala	34471
Biomedical Waste	Medical Doctor	Water's Edge Dermatology	2910 SE Third Court	Ocala	34471
Biomedical Waste	Medical Doctor	Premier Medical Associates	1800 SE 17th Street, Building 700	Ocala	34471
Biomedical Waste	Medical Doctor	Ocala Health Neurosurgical	1725 SE 28th Loop, Suite 102	Ocala	34471

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
		Institute			
Biomedical Waste	Medical Doctor	Surgical Specialists of Ocala, PA	1920 SW 20th Place, Suite 201	Ocala	34471
Biomedical Waste	Medical Doctor	Heart of Florida Health Center-Dunnellon	19204 E Pennsylvania Avenue	Dunnellon	34432
Biomedical Waste	Medical Doctor	Central Florida Pain Management	1731 SW 2nd Avenue, Suite A	Ocala	34471
Biomedical Waste	Medical Doctor	Magnolia Family Urgent Care, LLC.	1490 SE Magnolia Extension	Ocala	34471
Biomedical Waste	Medical Doctor	Medical Health Center; Urgent Care, Cardiology, Endocrinology	1714 SW 17th Street	Ocala	34471
Biomedical Waste	Medical Doctor	Urology institute of Central Florida, PL	9401 SW Hwy 200, Suite 403	Ocala	34481
Biomedical Waste	Medical Doctor	Thomas Internal Medicine, P.A.	15035 NE Hwy 315	Fort Mc Coy	32134
Biomedical Waste	Medical Doctor	Suncoast Skin Solutions, Inc.	2611 SE 17th Street, Suite B	Ocala	34471
Biomedical Waste	Medical Doctor	Water's Edge Dermatology	7502 SW 60th Avenue, Unit A	Ocala	34476
Biomedical Waste	Medical Doctor	Ocala Family Practice LLC	1328 SE 25th Loop, Suite 102	Ocala	34471
Biomedical Waste	Medical Doctor	Advanced Aesthetics	1925 SW 18th Court, Suite 101	Ocala	34471
Biomedical Waste	Medical Doctor	Ocala Health Surgical Oncology	1500 SE Magnolia Extension, Suite 205	Ocala	34471
Biomedical Waste	Medical Doctor	Premier Vein Center	17820 SE 109th Avenue, Unit 109	Summerfield	34491
Biomedical Waste	Medical Doctor	Premier Medical Associates	1 015 SE 17th Street, Suite 301	Ocala	34471
Biomedical Waste	Medical Doctor	Lakeview Health Care Systems	10250 SE 167th Place Road, Suite 1	Summerfield	34491
Biomedical Waste	Medical Doctor	Creative Services	2001 SW 3rd Avenue	Ocala	34471
Biomedical Waste	Medical Doctor	Urology Care of Central Florida - PA	2301 SE 3rd Avenue, Building 100	Ocala	34471
Biomedical Waste	Medical Doctor	Thomas Internal Medicine	2437 E Ft. King Street	Ocala	34471
Biomedical Waste	Medical Doctor	Wellness Health Provider Health Clinic	6262 SE 121st Place	Belleview	34420
Biomedical Waste	Medical Doctor	Florida Cancer Specialists & Research Institute	4945 SW 49th Place	Ocala	34471
Biomedical Waste	Medical Doctor	Yunique Medical	2510 SE 17th Street	Ocala	34470
Biomedical Waste	Medical Doctor	RM Healthcare, LLC	2202 SE 17th Street, Suite 101	Ocala	34471
Biomedical Waste	Medical Doctor	Lakeview Health	10250 SE 167th	Summerfield	34491

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
		Care System	Place Road, Suite 4		
Biomedical Waste	Medical Doctor	Super Male Men's Clinic	5345 SW College Road, Suite 402	Ocala	34474
Biomedical Waste	Medical Doctor	Super Male of Villages	17809 SE 109th Avenue, Suite B	Summerfield	34491
Biomedical Waste	Medical Doctor	VIPcare	8409 SW 80th Street	Ocala	34481
Biomedical Waste	Medical Doctor	SIMEDHealth	3304 SW 34th Circle, Suite 103	Ocala	34474
Biomedical Waste	Medical Doctor	SIMEDHealth	3305 SW 34th Circle, Suite 101	Ocala	34474
Biomedical Waste	Medical Doctor	SIMEDHealth	3309 SW 34th Circle, Building 200	Ocala	34474
Biomedical Waste	Medical Doctor	La Familia Health Clinic, LLc	7625 SW 62nd Court	Ocala	34476
Biomedical Waste	Medical Doctor	Kids Health Alliance, PA	2650 NW 2nd Street	Ocala	34476
Biomedical Waste	Medical Doctor	The Orthopaedic Institute	4600 SW 46th Court, Suite 210 & 220	Ocala	34474
Biomedical Waste	Medical Doctor	Ocala Family Medical Center. Inc.	2135 SW 19th Avenue Road, Suite 103	Ocala	34471
Biomedical Waste	Medical Doctor	Walden Direct Primary Care	111 SW 8th Street	Ocala	34471
Biomedical Waste	Medical Doctor	AdventHealth Medical Group Multispecialty at Applewood	2801 SE 1st Avenue, Suite 302	Ocala	34471
Biomedical Waste	Medical Doctor	AdventHealth Medical Group Heart Care & Surgical Specialists at Deerwood	1720 SE 16th Avenue, Suite 303	Ocala	34471
Biomedical Waste	Medical Doctor	AdventHealth Medical Group Multispecialty at Timberidge	9401 SW Hwy 200, Building 90	Ocala	34481
Biomedical Waste	Medical Doctor	AdventHealth Medical Group Surgical Specialists at Ocala	1541 SW 1st Avenue, Suite 105	Ocala	34471
Biomedical Waste	Medical Doctor	AdventHealth Medical Group Obstetrics & Gynecology at Ocala	1307 S Pine Avenue	Ocala	34471
Biomedical Waste	Medical Doctor	AdventHealth Medical Group Primary Care at Marion Oaks	13795 SW 36th Avenue Road, Suite 4	Ocala	34473
Biomedical Waste	Medical Doctor	AdventHealth	9401 SW Hwy 200,	Ocala	34481

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
		Medical Group Primary Care at Timberidge	Building 6000, Suite 6001		
Biomedical Waste	Medical Doctor	Florida Medical Associates LLC dba VIPcare	8399 SW 80th Street, Suite 15	Ocala	34481
Biomedical Waste	Medical Doctor	MidState Skin Institute - Suite 101	3210 SW 33rd Road, Suite 101	Ocala	34474
Biomedical Waste	Medical Doctor	MidState Skin Institute - Bldg 400	1630 SE 18th Street, Building 400	Ocala	34471
Biomedical Waste	Medical Doctor	MidState Skin Institute -Suite 1	7550 SW 61st Avenue, Suite 1	Ocala	34476
Biomedical Waste	Medical Doctor	Recharge Clinic	47 SW 17th Street	Ocala	34471
Biomedical Waste	Medical Doctor	Florida Surgery Consultants, LLC	1500 SE Magnolia Extension, Suite 103	Ocala	34471
Biomedical Waste	Medical Doctor	West Marion Family Practice	8599 SW Hwy 200	Ocala	34481
Biomedical Waste	Medical Doctor	Ocala Health Surgical Group, LLC	4600 SW 46th Court, Suite 340	Ocala	34474
Biomedical Waste	Medical Doctor	Tamara Lo'pez Diaz, MD PA	12301 SE Hwy 441, Suite C	Belleview	34420
Biomedical Waste	Medical Doctor	Vitality Medicine	3220 SW 31st Road, Suite 301	Ocala	34474
Biomedical Waste	Medical Doctor	The Orthopaedic Institute	2965 SE 3rd Court	Ocala	34471
Biomedical Waste	Medical Doctor	The Orthopaedic Institute	2300 SE 17th Street, Suite 500	Ocala	34471
Biomedical Waste	Medical Doctor	Florida Medical Associates LLC, dba VIPcare	7502 SW 60th Avenue, Suite B	Ocala	34476
Biomedical Waste	Medical Doctor	Florida Medical Associates LLC, dba VIPcare	4011 E Silver Springs Boulevard	Ocala	34470
Biomedical Waste	Medical Doctor	Millennium Physician Group	2840 SE 3rd Court, Suite 100	Ocala	34471
Biomedical Waste	Medical Doctor	Florida Stroke Institute of Ocala	1725 SE 28th Loop, Suite 103	Ocala	34471
Biomedical Waste	Medical Doctor	Citrus Cardiology Consultants, P.A.	2101 SW 20th Place	Ocala	34471
Biomedical Waste	Medical Doctor	Ocala eye, PA	11352 N Williams Street, Suite 201A	Dunnellon	34432
Biomedical Waste	Medical Doctor	Integrity Medical Group, LLC	17820 SE 109th Avenue, Suite 104	Summerfield	34491
Biomedical Waste	Medical Doctor	Marion Pain Management Center	1737A SE 28th Loop	Ocala	34471
Biomedical Waste	Medical Doctor	The Orthopaedic Institute (Summerfield)	17270 SE 109th Terrace Road	Summerfield	34491
Biomedical Waste	Medical Doctor	AHMG Primary Care at Ocala	3515 SE 17th Street	Ocala	34471

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Biomedical Waste	Medical Doctor	Alliance Medical Associates, Inc.	10969 SE 175th Place	Summerfield	34491
Biomedical Waste	Medical Doctor	AH Heart Care at Ocala	40 SW 12th Street, Suite 201-B	Ocala	34471
Biomedical Waste	Medical Doctor	Florida Cancer Specialists & Research Institute	1630 SE 18th Street, Building 600, Suite 602	Ocala	34471
Biomedical Waste	Medical Doctor	Heart of Florida Health Center, Inc.	2553 E Silver Springs Boulevard	Ocala	34471
Biomedical Waste	Medical Doctor	Reconstructive Orthopaedics of Central Florida	1500 SE Magnolia Extension, Suite 104	Ocala	34471
Biomedical Waste	Medical Doctor	NOVARI CARE, LLC	1306 E Silver Springs Boulevard, Unit 101	Ocala	34470
Biomedical Waste	Medical Doctor	Spine & Orthopaedic Specialists of Central Florida, LLC	1714 SW 17th Street	Ocala	34471
Biomedical Waste	Medical Doctor	Pediatric & Internal Medical Specialist Inc.	3415 E Silver Springs Boulevard	Ocala	34470
Biomedical Waste	Medical Doctor	AHMG Family & Internal Medicine at Downtown Ocala	1627 SW 1st Avenue, Suite 100	Ocala	34471
Biomedical Waste	Medical Doctor	AHMG Multispecialty at Marion Oaks	13795 SW 36th Avenue Road, Suite 3	Ocala	34473
Biomedical Waste	Medical Doctor	AHMG Primary Care at Downtown Ocala	1623 SW 1st Avenue	Ocala	34471
Biomedical Waste	Needle Collection	Baseline Recycle Center	5601 SE 66th Street	Ocala	34480
Biomedical Waste	Needle Collection	MCSW Blichton Recycle Center	13247 N Hwy 27	Ocala	34478
Biomedical Waste	Needle Collection	MCSW Canal Recycle Center	457 SE 110th Street	Ocala	34480
Biomedical Waste	Needle Collection	MCSW Citra Recycle Center	17780 NE 19th Court	Citra	32113
Biomedical Waste	Needle Collection	MCSW Davis Recycle Center	11307 SE 128th Place Road	Ocklawaha	32179
Biomedical Waste	Needle Collection	MCSW Dunnellon Recycle Center	4232 S Hwy 41	Dunnellon	34432
Biomedical Waste	Needle Collection	MCSW Florida Highlands Recycle Center	8390 SW 150th Street	Dunnellon	34432
Biomedical Waste	Needle Collection	MCSW Forest Corners/Lynn Recycle Center	950 S Hwy 314-A	Ocklawaha	32179
Biomedical Waste	Needle Collection	MCSW Forest Road 88 Recycle Center	13580 NE 203rd Avenue Road	Silver Springs	34488
Biomedical Waste	Needle Collection	MCSW Fort	12195 E HWY 316	Fort Mc Coy	32134

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
		McCoy Recycle Center			
Biomedical Waste	Needle Collection	MCSW Martel Recycle Center	6800 W Hwy 40	Ocala	34474
Biomedical Waste	Needle Collection	MCSW Newton Recycle Center	1750 NW 100th Street	Ocala	34475
Biomedical Waste	Needle Collection	MCSW Orange Lake Recycle Center	18290 NW 53rd Court Road	Citra	32113
Biomedical Waste	Needle Collection	MCSW Orange Springs Recycle Center	11095 E Hwy 318	Orange Springs	32182
Biomedical Waste	Needle Collection	MCSW Scrambletown Recycle Center	15810 NE Hwy 314	Silver Springs	34488
Biomedical Waste	Needle Collection	MCSW South Forest Recycle Center	15495 SE 182nd Ave Road	Umatilla	32784
Biomedical Waste	Needle Collection	MCSW Weirsdale Recycle Center	13535 SE 164th Street	Ocala	34482
Biomedical Waste	Needle Collection	MCSW Wright Road Recycle Center	11190 NW 90th Avenue	Reddick	32686
Biomedical Waste	Nursing Home	Ocala Healthcare/Timberidge	9848 SW 110th Street	Ocala	34481
Biomedical Waste	Nursing Home	New Horizon Rehab Center	635 SE 17th Street	Ocala	34471
Biomedical Waste	Nursing Home	Oakhurst Nursing & Rehabilitation Ctr	1501 SE 24th Road	Ocala	34471
Biomedical Waste	Nursing Home	Ocala Health & Rehabilitation Center	1201 SE 24th Road	Ocala	34471
Biomedical Waste	Nursing Home	Hawthorne Health and Rehabilitation of Ocala	4100 SW 33rd Avenue	Ocala	34474
Biomedical Waste	Nursing Home	The Bridge of Ocala	2800 SW 41st Street	Ocala	34474
Biomedical Waste	Nursing Home	Hampton Manor	1500 SE 24th Road	Ocala	34471
Biomedical Waste	Nursing Home	Life Care Center of Ocala	2800 SW 41st Street	Ocala	34474
Biomedical Waste	Nursing Home	Brandley House	17395 SE 109th Terrace Road	Summerfield	34491
Biomedical Waste	Nursing Home	Camelot Chateau	1831 SE Lake Weir Avenue	Ocala	34471
Biomedical Waste	Nursing Home	Avante At Ocala	2021 SW 1st Avenue	Ocala	34471
Biomedical Waste	Nursing Home	The Club Health and Rehabilitation Center at The Villages	16529 SE 86th Belle Meade Circle	The Villages	32162
Biomedical Waste	Nursing Home	Ocala Oaks Rehabilitation Center	3930 E Silver Springs Boulevard	Ocala	34470

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Biomedical Waste	Nursing Home	Brentwood at Fore Ranch	4511 SW 48th Avenue	Ocala	34479
Biomedical Waste	Nursing Home	Palm Gardens of ocala	2700 SW 34th Street	Ocala	34474
Biomedical Waste	Nursing Home	Brookdale Paddock Hills	1601 SE 24th Road	Ocala	34471
Biomedical Waste	Nursing Home	Bridgewater Park Health & Rehab Center	9280 SW 81st Court	Ocala	34481
Biomedical Waste	Nursing Home	Paddock Ridge	4001 SW 33rd Court	Ocala	34474
Biomedical Waste	Nursing Home	Retirement Five, LLC d/b/a Chatham Glen Healthcare & Rehabilitation Center	16605 SE 74th Soulliere Avenue	The Villages	32162
Biomedical Waste	Osteopath	Nina Hare, D.O.	2631 SE Lake Weir Avenue	Ocala	34471
Biomedical Waste	Other	Florida Highway Patrol - Troop B - Ocala	600 SE 25th Avenue	Ocala	34471
Biomedical Waste	Other	Lowell Correctional Institution	11120 NW Gainesville Road	Lowell	32663
Biomedical Waste	Other	Hawthorne Inn of Ocala	4100 SW 33rd Avenue	Ocala	34474
Biomedical Waste	Other	Mid-Florida Physical Therapy	2210 SE 17th Street 302	Ocala	34471
Biomedical Waste	Other	Strive Physical Therapy Centers	2620 SE Maricamp Road	Ocala	34471
Biomedical Waste	Other	Quad County Treatment Center	216 NE 1st Avenue	Ocala	34470
Biomedical Waste	Other	The Health & Healing Center of Ocala	2621 SE Lake Weir Avenue	Ocala	34471
Biomedical Waste	Other	Summerfield Suites - Assisted Living Facility	17421 SE 109th Terr Road	Summerfield	34491
Biomedical Waste	Other	College Park Elementary	1330 SW 33rd Avenue	Ocala	34474
Biomedical Waste	Other	Dunnellon Middle School	21005 Chestnut Street	Dunnellon	34431
Biomedical Waste	Other	Evergreen Elementary	4000 W Anthony Road	Ocala	34475
Biomedical Waste	Other	Fort McCoy School	16160 NE Hwy 315	Fort Mc Coy	32134
Biomedical Waste	Other	Hillcrest School	3143 SE 17th Street	Ocala	34471
Biomedical Waste	Other	Maplewood Elementary	4751 SE 24th Street	Ocala	34471
Biomedical Waste	Other	North Marion Middle School	2084 W Hwy 329 Road	Citra	32113
Biomedical Waste	Other	Ward-Highlands Elementary	537 SE 36th Avenue	Ocala	34471

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Biomedical Waste	Other	ADT-Ocala (Goodwill Ind. -Suncoast, Inc.)	2920 W Silver Springs Boulevard	Ocala	34475
Biomedical Waste	Other	Well's Pharmacy Network, LLC.	1210 SW 33rd Avenue	Ocala	34474
Biomedical Waste	Other	Strive Rehabilitation - SW 46th Ct	4600 SW 46th Court, Suite 140	Ocala	34474
Biomedical Waste	Other	Electrolysis By Mary	2609 SW 33rd Street	Ocala	34471
Biomedical Waste	Other	Brookdale Canopy Oaks	9070 SW 80th Avenue	Ocala	34481
Biomedical Waste	Other	Publix Pharmacy 0404	2655 NE 35th Street	Ocala	34479
Biomedical Waste	Other	Publix Pharmacy 0419	303 SE 17th Street	Ocala	34471
Biomedical Waste	Other	Publix Pharmacy 0438	10135 Hwy 441 Highway	Belleview	34420
Biomedical Waste	Other	Publix Pharmacy 0733	7578 Maricamp Road, Suite 100	Ocala	34472
Biomedical Waste	Other	Publix Pharmacy 0856	5400 SW College Road, Suite 200	Ocala	34474
Biomedical Waste	Other	Walgreens 7468	8591 SE 165th Mulberry Lane	The Villages	32162
Biomedical Waste	Other	Walgreens 5578	11283 N Williams Street	Dunnellon	34432
Biomedical Waste	Other	Walgreens - Marion Oaks 11486	260 Marion Oaks Boulevard	Ocala	34473
Biomedical Waste	Other	Walgreens - NW 35th St 10671	1260 NW 35th Street	Ocala	34475
Biomedical Waste	Other	Walgreens - Maricamp Rd 7589	3500 SE Maricamp Road	Ocala	34471
Biomedical Waste	Other	Walgreens - 6015 SW Hwy 200 7207	6015 SW Hwy 200	Ocala	34476
Biomedical Waste	Other	Walgreens - SE 17th St 5496	801 SE 17th Street	Ocala	34471
Biomedical Waste	Other	Walgreens - E Silver Springs Blvd 3391	807 E Silver Springs Boulevard	Ocala	34470
Biomedical Waste	Other	Walgreens - NE Silver Springs Blvd 3389	3529 NE Silver Springs Boulevard	Ocala	34470
Biomedical Waste	Other	Walgreens #13585	7921 SW Hwy 200	Ocala	34476
Biomedical Waste	Other	Walgreens - 4747 SW College Rd 2224	4747 SW College Road	Ocala	34474
Biomedical Waste	Other	Walgreens - Blitchton Rd 1724	4899 NW Blitchton Road	Ocala	34482
Biomedical Waste	Other	Walgreens 4426	4920 SE Abshier Boulevard	Belleview	34420
Biomedical Waste	Other	CVS Pharmacy 8382	6042 SW Hwy 200	Ocala	34476
Biomedical Waste	Other	CVS Pharmacy 5231	7563 SE Maricamp Road	Ocala	34472

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Biomedical Waste	Other	CVS Pharmacy 3278	3501 N Pine Avenue	Ocala	34475
Biomedical Waste	Other	CVS Pharmacy 3539	11582 N Williams Street 506	Dunnellon	34432
Biomedical Waste	Other	CVS Pharmacy 3215	5800 SE Abshier Boulevard	Belleview	34420
Biomedical Waste	Other	CVS Pharmacy 5226	17817 SE 109th Avenue	Summerfield	34491
Biomedical Waste	Other	Ideal Image/Ocala Laser Hair Removal	4701 SW College Road, Suite A2	Ocala	34474
Biomedical Waste	Other	Lake Centre For Rehabilitation	8495 SE 165th Mulberry Lane	The Villages	32162
Biomedical Waste	Other	Senior Healthcare Center	8375 SW Hwy 200, Floor 2nd	Ocala	34481
Biomedical Waste	Other	Publix Pharmacy 1201	8075 SW Hwy 200, Unit 1111	Ocala	34481
Biomedical Waste	Other	Publix Pharmacy 0061	3450 E Silver Springs Boulevard	Ocala	34470
Biomedical Waste	Other	Walgreens 11991	89 Midway Road	Ocala	34471
Biomedical Waste	Other	Publix Pharmacy 0004	8780 SE 165th Mulberry Lane	The Villages	32162
Biomedical Waste	Other	Cradling Hands Pediatric Care Corp.	2319 SE 58th Avenue	Ocala	34480
Biomedical Waste	Other	ClosetMaid Corporation	650 SW 27th Avenue	Ocala	34478
Biomedical Waste	Other	CVS/pharmacy 3636	1719 SE Lake Weir Avenue	Ocala	34471
Biomedical Waste	Other	CVS/pharmacy 3661	2401 SW 27th Avenue	Ocala	34471
Biomedical Waste	Other	CVS/pharmacy 1813	2449 E Silver Springs Boulevard	Ocala	34470
Biomedical Waste	Other	CVS/pharmacy 4146	1720 W Hwy 326	Ocala	34475
Biomedical Waste	Other	CVS/pharmacy 3395	15843 E Hwy 40	Silver Springs	34488
Biomedical Waste	Other	CVS/pharmacy 5921	10255 SW 86th Circle	Ocala	34481
Biomedical Waste	Other	Publix Pharmacy #1477	2575 SW 42nd Street, Suite 100	Ocala	34471
Biomedical Waste	Other	Publix Pharmacy 1365	2765 NW 49th Avenue, Suite 301	Ocala	34482
Biomedical Waste	Other	Winn Dixie Pharmacy 2206	15912 E Hwy 40	Silver Springs	34488
Biomedical Waste	Other	Winn Dixie Pharmacy # 2219	10051 S Hwy 41	Dunnellon	34432
Biomedical Waste	Other	Winn Dixie Pharmacy # 2229	184 Marion Oaks Boulevard	Ocala	34473
Biomedical Waste	Other	Ocala Acupuncture And Herbal Medicine, LLC	1325 SE 25th Loop, Suite 101	Ocala	34471
Biomedical Waste	Other	A Better U Healthcare	2609 SW 33rd Street Unit 103, Suite 3	Ocala	34471

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Biomedical Waste	Other	Publix Pharmacy #1289	3035 SE Maricamp Road	Ocala	34471
Biomedical Waste	Other	BioClean Services of Florida, LLC	15595 W Hwy 40	Ocala	34481
Biomedical Waste	Other	FWRC	3700 NW 111th Place	Ocala	34482
Biomedical Waste	Other	A-1 Imaging of Ocala	301 SE 17th Street, Unit 102	Ocala	34471
Biomedical Waste	Other	SERVPRO of Ocala d/b/a G.T. Williams Inc.	3407 SW 7th Street	Ocala	34474
Biomedical Waste	Other	The Ocala Birth Center	5455 SE Maricamp Road	Ocala	34480
Biomedical Waste	Other	Sam's Club Pharmacy # 10-6335	3921 SW College Road	Ocala	34474
Biomedical Waste	Other	Inline Orthodontics	7668 SW 60th Avenue, Suite 300	Ocala	34476
Biomedical Waste	Other	Walmart Pharmacy 10-1847	4980 E Silver Springs Boulevard	Ocala	34470
Biomedical Waste	Other	Walmart Pharmacy 10-2843	17961 S Hwy 441	Summerfield	34491
Biomedical Waste	Other	Walmart Pharmacy 10-4368	34 Bahia Avenue	Ocala	34472
Biomedical Waste	Other	Walmart Pharmacy 10-5326	9570 SW Hwy 200	Ocala	34481
Biomedical Waste	Other	Winn Dixie #2468	11310 SE Hwy 301	Belleview	34420
Biomedical Waste	Other	Winn Dixie #2437	7131 N Hwy 441	Ocala	34475
Biomedical Waste	Other	Summit Health Inc. @ Sam's Club Store #6335	3921 SW College Road	Ocala	34474
Biomedical Waste	Other	Lake Medical Imaging at Mulberry Grove	8801 SE 165th Mulberry Lane	The Villages	32162
Biomedical Waste	Other	Quick Care Med, PL	11371 N William Street, Unit 4	Dunnellon	34432
Biomedical Waste	Other	Walmart Pharmacy #10-697	2600 SW 19th Avenue	Ocala	34471
Biomedical Waste	Other	441-Urgent Care Center, LLC (Summerfield)	17820 SE 109th Avenue, Suite 108	Summerfield	34491
Biomedical Waste	Other	Howard Middle School	1655 NW 10th Street	Ocala	34475
Biomedical Waste	Other	FT. King Middle School	545 NE 17th Avenue	Ocala	34470
Biomedical Waste	Other	Pacifica Senior Living at Ocala	11311 SW 95th Circle	Ocala	34481
Biomedical Waste	Other	CVS/pharmacy #16310	2000 SW College Road	Ocala	34471
Biomedical Waste	Other	Rebecca Lord	595 NW 82nd Court	Ocala	34482
Biomedical Waste	Other	Hope Clinic Inc	108 N Pine Avenue	Ocala	34475
Biomedical Waste	Other	GIMD INC	7535 SW 62nd	Ocala	34476

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
			Court		
Biomedical Waste	Other	Radiology Imaging Specialists LLC	1714 SW 17th Street, Suite 300	Ocala	34471
Biomedical Waste	Other	Marion Youth Academy	10420 NW Gainesville Road	Ocala	34482
Biomedical Waste	Other	Forest High School	5000 SE Maricamp Road	Ocala	34480
Biomedical Waste	Other	Osceola Middle School	526 Tuscawilla Avenue	Ocala	34471
Biomedical Waste	Other	Dermalase Medical Spa, LLC	4414 SW College Road, Suite 1470	Ocala	34474
Biomedical Waste	Other	Quest Diagnostics @ Wal-Mart Store #960	11371 N Williams Street Unit 2	Dunnellon	34432
Biomedical Waste	Other	Quest Diagnostics @ Wal-Mart Store #4434	7855 SW Hwy 200	Ocala	34476
Biomedical Waste	Other	Quick Care Med	8119 SW Hwy 200	Ocala	34481
Biomedical Waste	Other	Complete Bio-Recovery & Odor Removal, LLC	137 SW Lombardy Lane	Dunnellon	34431
Biomedical Waste	Other	Face & Body Tonics	822 E Silver Springs Boulevard	Ocala	34470
Biomedical Waste	Other	Freedom Clinic USA	108 N Pine Avenue	Ocala	34475
Biomedical Waste	Other	Bridgewater Park Assisted Living	9174 SW 81st Court	Ocala	34481
Biomedical Waste	Other	The Wellness Center Operated by Premise Health	325 Cypress Road, Building 4	Ocala	34472
Biomedical Waste	Other	The Wellness Center Operated by Premise Health	498 Oak Road, Building 3	Ocala	34472
Biomedical Waste	Other	AdventHealth Sports Med & Rehab TimberRidge	9401 SW Hwy 200, Bldg 200, Suite 202	Ocala	34478
Biomedical Waste	Other	Innova Wellness Spa, PA	10230 SW 86th Circle, Suite 200	Ocala	34481
Biomedical Waste	Other	Renstar LLC d/b/a Renstar Medical Research	2405 SE 17th Street, Suite 301	Ocala	34471
Biomedical Waste	Other	Renstar LLC d/b/a Renstar Medical Research STE 502	2405 SE 17th Street, Suite 502	Ocala	34471
Biomedical Waste	Other	Renstar LLC d/b/a Renstar Medical Research STE 301	2403 SE 17th Street, Suite 301	Ocala	34471
Biomedical Waste	Other	Biomat USA, Inc.	2730 NE 14th St., Oakbrook Plaza	Ocala	34470
Biomedical Waste	Other	ACUPUNCTURE WELLNESS LLC	15151 S Hwy 441, Suite 100	Summerfield	34491
Biomedical Waste	Other	Clermont Radiology - Ocala	18 NE 1st Avenue	Ocala	34470

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Biomedical Waste	Other	Marion County Juvenile Detention Center	3040 NW 10th Street	Ocala	34475
Biomedical Waste	Other	CORA Physical Therapy - West Ocala	8449 SW Hwy 200, Suite 141	Ocala	34481
Biomedical Waste	Other	GCP, Global Clinical Professionals	1120 SE 18th Place	Ocala	34471
Biomedical Waste	Other	Heart of Florida	3290 NW 10th Street	Ocala	34475
Biomedical Waste	Other	Tommy Drowatzky Detailing	15912 SW 35th Court Road	Ocala	34473
Biomedical Waste	Other	Kindred Hospice	1320 SE 25th Loop, Suite 101	Ocala	34471
Biomedical Waste	Other	One Restore, LLC	1540 SW 5th Avenue	Ocala	34471
Biomedical Waste	Other	Phoenix Programs of Florida	15681 N Hwy 301	Citra	32113
Biomedical Waste	Other	B-19 MCHD - Paddock Mall	3100 SW College Road, Suite 334	Ocala	34474
Biomedical Waste	Other	CSL Plasma, Inc	2800 SW 24th Avenue	Ocala	34471
Biomedical Waste	Pharmacy	Dunnellon Discount Drugs	11150 N Williams Street, Suite 101 B	Dunnellon	34432
Biomedical Waste	Pharmacy	Publix Pharmacy #1616	11352 N Williams Street, Suite 400	Dunnellon	34431
Biomedical Waste	Pharmacy	Walgreens # 16546	474 SW 17th Street	Ocala	34471
Biomedical Waste	Pharmacy	Ocala Pharmacy LLC	8290 SW Hwy 200	Ocala	34481
Biomedical Waste	Pharmacy	GENOA HEALTHCARE LLC	5664 SW 60th Avenue, Suite 2A	Ocala	34474
Biomedical Waste	Podiatrist	Dunnellon Podiatry Center, P.A.	11786 Cedar Street	Dunnellon	34431
Biomedical Waste	Podiatrist	Steinberg Podiatry Associates	4925 SE Abshier Boulevard	Belleview	34420
Biomedical Waste	Podiatrist	Steinberg Podiatry Associates	38 SE 16th Avenue	Ocala	34471
Biomedical Waste	Podiatrist	Bruce D Wolosky, D.P.M., P.A.	8534 SW Hwy 200	Ocala	34471
Biomedical Waste	Podiatrist	Foot & Ankle Center of Ocala	6160 SW Hwy 200, Suite 100	Ocala	34476
Biomedical Waste	Podiatrist	Spruce Creek Podiatry	17820 SE 109th Avenue, Suite 102	Summerfield	34491
Biomedical Waste	Podiatrist	Marion County Podiatry Specialists	812 NE 25th Avenue, Suite A	Ocala	34470
Biomedical Waste	Podiatrist	Marion County Podiatry Specialists	3300 SW 33rd Road	Ocala	34474
Biomedical Waste	Podiatrist	Live Oak Foot and Ankle	1800 SE 17th Street, Suite 601	Ocala	34471

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Biomedical Waste	State Laboratory/Clinic	Marion County Health Department	1801 SE 32nd Avenue	Ocala	34471
Biomedical Waste	State Laboratory/Clinic	Marion Correctional Institution	3269 NW 105th Street	Ocala	34482
Biomedical Waste	State Laboratory/Clinic	University of Florida - Horse Research Unit	2655 NW 100th Street	Ocala	34475
Biomedical Waste	State Laboratory/Clinic	UF Pet Emergency Treatment Services	3200 SW 27th Avenue	Ocala	34471
Biomedical Waste	State Laboratory/Clinic	UF Health Heath Brook	4730 SW 49th Road	Ocala	34474
Biomedical Waste	State Laboratory/Clinic	UF Health Villages	10435 SE 170th Place	Summerfield	34491
Biomedical Waste	State Laboratory/Clinic	UF Health Pediatrics Specialties-Oakhurst	1329 SE 25th Loop, Unit 101	Ocala	34471
Biomedical Waste	State Laboratory/Clinic	UF Health Pediatrics - Ocala	1500 SE 17th Street, Building 600	Ocala	34471
Biomedical Waste	Storage	Hills Shred Express	1209 NW 4th Avenue	Ocala	34475
Biomedical Waste	Storage	BioClean Services of FL.	15595 W Hwy 40	Ocala	34481
Biomedical Waste	Surgical Center/Walk-in Clinic	Express Care of Ocala	1834 SW 1st Avenue, Suite 201	Ocala	34474
Biomedical Waste	Surgical Center/Walk-in Clinic	C.J. Grainger, M.D.	4600 SW 46th Court, Suite 310	Ocala	34474
Biomedical Waste	Surgical Center/Walk-in Clinic	The Ocala Endoscopy ASC.	1160 SE 18th Place	Ocala	34471
Biomedical Waste	Surgical Center/Walk-in Clinic	The Wound and Hyperbaric Center	3300 SW 34th Avenue, Unit 104	Ocala	34471
Biomedical Waste	Surgical Center/Walk-in Clinic	Ocala Eye Surgery Center	3330 SW 33rd Road	Ocala	34474
Biomedical Waste	Surgical Center/Walk-in Clinic	Marion Rural Health/Dba Forest Family Health	15932 E Hwy 40	Silver Springs	34488
Biomedical Waste	Surgical Center/Walk-in Clinic	Family Care Specialists	10696 SE Hwy 441 Highway	Belleview	34420
Biomedical Waste	Surgical Center/Walk-in Clinic	Surgery Center of Ocala	3241 SW 34th Street	Ocala	34474
Biomedical Waste	Surgical Center/Walk-in Clinic	Family Care Specialists	8150 SW Hwy 200, Suite 400	Ocala	34481
Biomedical Waste	Surgical Center/Walk-in	Norman H. Anderson, M.D.,	9401 SW Hwy 200, Building 800	Ocala	34481

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
	Clinic	PA d/b/a Boissoneault Oncology Institute			
Biomedical Waste	Surgical Center/Walk-in Clinic	Citra Family Health	17805 N Hwy 301	Citra	32113
Biomedical Waste	Surgical Center/Walk-in Clinic	Aesthetic Center/Paddock Park Surgery Center	3320 SW 34th Circle	Ocala	34474
Biomedical Waste	Surgical Center/Walk-in Clinic	Seven Hill Gastroenterology P.A.	3256 S Pine Avenue	Ocala	34471
Biomedical Waste	Surgical Center/Walk-in Clinic	Central Florida Endoscopy & Surgical Institute of Ocala LLC	3256 S Pine Avenue	Ocala	34471
Biomedical Waste	Surgical Center/Walk-in Clinic	Women's Pregnancy Center	1701 E Silver Springs Boulevard	Ocala	34470
Biomedical Waste	Surgical Center/Walk-in Clinic	The Surgery Center of The Villages LLC	17560 SE 109th Terrace Road	Summerfield	34491
Biomedical Waste	Surgical Center/Walk-in Clinic	Mid-Florida Endoscopy & Surgery Center LLC	1950 SW 18th Court, Suite 201	Ocala	34471
Biomedical Waste	Surgical Center/Walk-in Clinic	Ocala Family Medical Center, Inc	2131 SW 20th Place	Ocala	34471
Biomedical Waste	Surgical Center/Walk-in Clinic	Marion Surgery Center, LLC	2207 SW 1st Avenue	Ocala	34471
Biomedical Waste	Surgical Center/Walk-in Clinic	Quick Care Med Walk-In Clinic & Urgent Care	3415 E Silver Springs Boulevard	Ocala	34470
Biomedical Waste	Surgical Center/Walk-in Clinic	Villages Endoscopy Center LLC	10900 SE 174th Place	Summerfield	34491
Biomedical Waste	Surgical Center/Walk-in Clinic	CareSpot Express Healthcare	2415 SW College Avenue	Ocala	34471
Biomedical Waste	Surgical Center/Walk-in Clinic	Lake Endoscopy Center	17355 SE 109th Terrace Road	Summerfield	34491
Biomedical Waste	Surgical Center/Walk-in Clinic	Grace Surgery Center	2301 SE 3rd Avenue	Ocala	34471
Biomedical Waste	Surgical Center/Walk-in Clinic	Maricamp ER	2897 SE Maricamp Road	Ocala	34471
Biomedical Waste	Tattoo/Body Piercing	Kathie's Permanent Make-Up	2192 E Silver Springs Boulevard	Ocala	34470
Biomedical Waste	Tattoo/Body Piercing	Xtreme Ink Tattoo's	970 SW 6th Avenue	Ocala	34471

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Biomedical Waste	Tattoo/Body Piercing	Paradise Bay Salon & Wellness Center	6290 SW HWY 200	Ocala	34476
Biomedical Waste	Tattoo/Body Piercing	Diamond Tattoos & Body Piercing (Summerfield)	16810 S Hwy 441 506	Summerfield	34491
Biomedical Waste	Tattoo/Body Piercing	White Buffalo Art Inc	11884 N Williams Street	Dunnellon	34432
Biomedical Waste	Tattoo/Body Piercing	Zombie Tattoo (EXEMPT)	3375 E SilverSprings Blvd#102	Ocala	34478
Biomedical Waste	Tattoo/Body Piercing	Crawling Panther Tattoo	500 SW 10th Street, Suite 103	Ocala	34471
Biomedical Waste	Tattoo/Body Piercing	FAT KATS ARTISTRY	14 S Magnollia Avenue	Ocala	34471
Biomedical Waste	Tattoo/Body Piercing	Orchid Tattoo L.L.C.	1736 SE 58th Avenue	Ocala	34480
Biomedical Waste	Tattoo/Body Piercing	Barefoot Stacy's Tattoos	1703 NE 8th Avenue	Ocala	34470
Biomedical Waste	Tattoo/Body Piercing	Linda E. Kelly Inc	13644 Hwy 441	Summerfield	34491
Biomedical Waste	Tattoo/Body Piercing	Forget Me Not Tattoo Studio and Gallery LLC	2201 SW College Road, Unit 7	Ocala	34471
Biomedical Waste	Tattoo/Body Piercing	The Tattoo Gallery of Ocala, LLC	1021 NE 14th Street	Ocala	34470
Biomedical Waste	Tattoo/Body Piercing	Smokey Fockers Smoke Shop	6108 SW Hwy 200	Ocala	34476
Biomedical Waste	Tattoo/Body Piercing	Premier Nail & Spa	3131 SW College Road, Unit 404	Ocala	34482
Biomedical Waste	Tattoo/Body Piercing	Bimini Artistry	2340 NE 2nd Street	Ocala	34470
Biomedical Waste	Tattoo/Body Piercing	Azulene Day Spa	4414 SW College Road, Suite 990	Ocala	34474
Biomedical Waste	Tattoo/Body Piercing	Cobra Classic Tattoo	923 N Magnolia Avenue	Ocala	34471
Biomedical Waste	Tattoo/Body Piercing	Poise Beauty Bar	524 SW 3rd Avenue	Ocala	34471
Biomedical Waste	Tattoo/Body Piercing	Phenix Salon Suites	2407 SW 27th Avenue	Ocala	34471
Biomedical Waste	Tattoo/Body Piercing	Pushti, Brows & Skin Therapy	2457 SW 27th Avenue	Ocala	34471
Biomedical Waste	Tattoo/Body Piercing	Glamour 3D Brows	8720 SW Hwy 200, Suite 4	Ocala	34481
Biomedical Waste	Tattoo/Body Piercing	Beyond Skin Ocala	606 SE 3rd Avenue	Ocala	34471
Biomedical Waste	Tattoo/Body Piercing	Perfect Touch	10117 SE Hwy 441	Belleview	34420
Biomedical Waste	Tattoo/Body Piercing	352 Tattoo LLC	3423 E Silver Springs Boulevard, Unit 10	Ocala	34474
Biomedical Waste	Tattoo/Body Piercing	Skillz Ink LLC	821 NE 36th Terrace, Unit 11 & 12	Ocala	34470

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Biomedical Waste	Tattoo/Body Piercing	Synergy Yoga Inc.	519 NE 36th Avenue	Ocala	34470
Biomedical Waste	Tattoo/Body Piercing	POLISHED	2133 E Fort King Street	Ocala	34471
Biomedical Waste	Tattoo/Body Piercing	Black Lotus Tattoo and Art Gallery	3951 S Pine Avenue, Suite 100	Ocala	34480
Biomedical Waste	Tattoo/Body Piercing	Nirvana Medical Spa	3020 SW 27th Avenue, Suite 200	Ocala	34471
Biomedical Waste	Tattoo/Body Piercing	Sugarcoat . Beaute Bar	101 E Silver Springs Boulevard, Unit 103	Ocala	34471
Biomedical Waste	Tattoo/Body Piercing	Hair Therapy LLC	325 NE 25th Avenue	Ocala	34470
Biomedical Waste	Tattoo/Body Piercing	Fist City Tattoo, LLC.	1905 SW College Road, Suite 1	Ocala	34471
Biomedical Waste	Tattoo/Body Piercing	Meraki Studio	21 SW 1st Avenue	Ocala	34471
Biomedical Waste	Tattoo/Body Piercing	Lucky Bucks Tattoo	6839 SE Maricamp Road	Ocala	34472
Biomedical Waste	Tattoo/Body Piercing	Cuttin' Loose Salon	20847 Walnut Street	Dunnellon	34431
Biomedical Waste	Tattoo/Body Piercing	Black Kraken Tattoo	12149 S Williams Street, Unit 4	Dunnellon	34432
Biomedical Waste	Tattoo/Body Piercing	Ka Nails & Spa	7859 SW Hwy 200, Unit 109	Ocala	34476
Biomedical Waste	Tattoo/Body Piercing	ALCHEMY TATTOO and FINE ART LLC	1005 SW 10th Street, Suite 103	Ocala	34471
Biomedical Waste	Tattoo/Body Piercing	Lone Wolf Tattoos	3602 NE 8th Place, Unit F	Ocala	34470
Biomedical Waste	Tattoo/Body Piercing	Blade Kingz Studio LLC	2611 SW 19th Avenue Road, Suite 500	Ocala	34471
Biomedical Waste	Tattoo/Body Piercing	Luxe Beauty & Anti Aging	6855 W Hwy 40, Suite C	Ocala	34482
Biomedical Waste	Tattoo/Body Piercing	Li Brows Studio	907 E Silver Springs Boulevard, Unit 2	Ocala	34470
Biomedical Waste	Tattoo/Body Piercing	Fort King Beauty Lab	2133 E Fort King	Ocala	34471
Biomedical Waste	Tattoo/Body Piercing	Illusions of U Salon	20693 Powell Road	Dunnellon	34431
Biomedical Waste	Tattoo/Body Piercing	Self Love Studio, LLC	2407 SW 27th Avenue, Suite 134	Ocala	34471
Biomedical Waste	Tattoo/Body Piercing	Balavee LLC	1015 E Fort King Street	Ocala	34471
Biomedical Waste	Tattoo/Body Piercing	Y.L BLESSED LLC	2340 NE 2nd Street, Suite 100	Ocala	34470
Biomedical Waste	Tattoo/Body Piercing	Kurvy Brows & Beauty	24 NE 12th Terrace	Ocala	34470
Biomedical Waste	Tattoo/Body Piercing	Happy Nails	2023 E Silver Springs Boulevard	Ocala	34470
Biomedical Waste	Tattoo/Body Piercing	Infidels Ink Tattoo Art, LLC	2750 E Silver Springs Boulevard, Suite 203	Ocala	34470

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Biomedical Waste	Tattoo/Body Piercing	Sovereigns and Scoundrels, LLC	56 SE 1st Avenue, Unit 101	Ocala	34471
Biomedical Waste	Tattoo/Body Piercing	Golden Ocala Country Club	2800 NW 80th Terrace	Ocala	34482
Biomedical Waste	Tattoo/Body Piercing	Notorious Permanent Cosmetics	2606 SW 19th Avenue Road, Unit 200, Suite 1	Ocala	34471
Biomedical Waste	Tattoo/Body Piercing	Hyde Away Salon	3725 NE 8th Place	Ocala	34470
Biomedical Waste	Transporter	Marion County Solid Waste - Transporter	5601 SE 66th Street	Ocala	34480
Biomedical Waste	Transporter	BioClean Services of Florida LLC(Transporter)	15595 W Hwy 40	Ocala	34481
Biomedical Waste	Transporter	Hill's Shred Express	1209 NW 4th Avenue	Ocala	34475
Biomedical Waste	Transporter	Complete Bio-Recovery & Odor Removal, LLC	137 SW Lombardy Lane	Dunnellon	34431
Biomedical Waste	Transporter	Tommy Drowatzky Detailing - Transporter	15912 SW 35th Court Road	Ocala	34473
Biomedical Waste	Veterinarian	Animal Clinic	14015 N Hwy 441	Citra	32113
Biomedical Waste	Veterinarian	Camelot Animal Hospital	10856 SE Hwy 441	Belleview	34420
Biomedical Waste	Veterinarian	Michael D. Lokai, D.V.M. PLLC	9529 SW 34th Place	Ocala	34481
Biomedical Waste	Veterinarian	Companion Animal Clinic	5435 NW Hwy 40	Ocala	34482
Biomedical Waste	Veterinarian	Country Oaks Veterinary Center	13938 Hwy 441 Highway	Summerfield	34491
Biomedical Waste	Veterinarian	Forest Veterinary Clinic	14141 E Hwy 40	Silver Springs	34488
Biomedical Waste	Veterinarian	Magnolia Animal Hospital	2019 N Magnolia Avenue	Ocala	34475
Biomedical Waste	Veterinarian	Ocala Veterinary Hospital, PL	316 SE 12th Street, Suite 200	Ocala	34471
Biomedical Waste	Veterinarian	Peterson Matthews Hahn Sloan & Russell LLC	4747 SW 60th Avenue	Ocala	34474
Biomedical Waste	Veterinarian	Skylark Animal Clinic	1511 NE 25th Avenue	Ocala	34470
Biomedical Waste	Veterinarian	Southwest Ocala Veterinary	8814 SW Hwy 200	Ocala	34481
Biomedical Waste	Veterinarian	Shady Road Veterinary Clinic	2691 SW 90th Street	Ocala	34476
Biomedical Waste	Veterinarian	All Pets Clinic/Suzanne Billiar	1139 E Silver Springs Boulevard	Ocala	34470
Biomedical Waste	Veterinarian	Ocala Equine Hospital	10855 NW Hwy 27	Ocala	34482
Biomedical Waste	Veterinarian	Professional Vet	10481 NW Hwy 27	Ocala	34482

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
		Lab			
Biomedical Waste	Veterinarian	Belleview Veterinary Hospital	10725 SE 36th Avenue	Belleview	34420
Biomedical Waste	Veterinarian	Banfield The Pet Hospital 304	3500 SW College Road	Ocala	34474
Biomedical Waste	Veterinarian	Rainbow River Animal Hospital	20251 E Pennsylvania Avenue	Dunnellon	34432
Biomedical Waste	Veterinarian	South Ocala Animal Clinic LLC	3760 SE Lake Weir Avenue	Ocala	34471
Biomedical Waste	Veterinarian	Maricamp Animal Hospital	4485 SE 53rd Avenue	Ocala	34480
Biomedical Waste	Veterinarian	A Family Veterinarian	7466 SW 60th Avenue	Ocala	34476
Biomedical Waste	Veterinarian	Equine Medical Center of Ocala	7107 W Hwy 326	Ocala	34482
Biomedical Waste	Veterinarian	Airport Road Animal Clinic	4851 SW 60th Avenue	Ocala	34474
Biomedical Waste	Veterinarian	Veterinary Diagnostic Laboratory	6897 NW Hwy 225A	Ocala	34482
Biomedical Waste	Veterinarian	Paddock Park Animal Care Center	3931 SW 42nd Street	Ocala	34474
Biomedical Waste	Veterinarian	Live Oak Animal Clinic	13670 S Hwy 475	Summerfield	34491
Biomedical Waste	Veterinarian	Silver Spring Shores Animal Hospital	7121 SE Maricamp Road	Ocala	34472
Biomedical Waste	Veterinarian	Country Critters Veterinary Clinic	2999 NW 10th Street	Ocala	34475
Biomedical Waste	Veterinarian	Magnolia Sport Horse Equine Lameness & Imaging, PLLC	13799 N Hwy 27	Ocala	34482
Biomedical Waste	Veterinarian	Marion Veterinary Hospital	3100 SE 24th Street	Ocala	34471
Limited Use Water	LU Commercial	MIG Warehouses	3701 NE 36th Avenue	Ocala	34479
Limited Use Water	LU Commercial	Donau Carbon US LLC	551 N Hwy 41	Dunnellon	34432
Limited Use Water	LU Commercial	Art Walker Construction Inc.	2889 NW 63rd Street	Ocala	34475
Limited Use Water	LU Commercial	Ascension Lutheran Church	5730 SE 28th Street	Ocala	34471
Limited Use Water	LU Commercial	B & E Warehouse	3860 NE 40th Place	Ocala	34479
Limited Use Water	LU Commercial	Ciraco Underground	8670 E Hwy 25	Belleview	34420
Limited Use Water	LU Commercial	Bibleway Progressive Church of God	17445 NE 18th Avenue	Citra	32113
Limited Use Water	LU Commercial	Scrambletown Country Store	15480 NE Hwy 314	Silver Springs	34488

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Limited Use Water	LU Commercial	Seminole Fence Company	3371 NW Blitchton Road	Ocala	34475
Limited Use Water	LU Commercial	Big Span Structures, LLC 1	13595 SE 31st Avenue	Summerfield	34491
Limited Use Water	LU Commercial	Clearwater Missionary Baptist Church	14021 SE 117th Place	Ocklawaha	32179
Limited Use Water	LU Commercial	2626 NW 35th STREET LLC	2626 NW 35th Street	Ocala	34475
Limited Use Water	LU Commercial	Country Oaks Veterinary Center	13938 S Hwy 441 Highway	Summerfield	34491
Limited Use Water	LU Commercial	Maverick RV & Boat Storage of Ocala LLC	7753,7753,7763 SW Hwy 200	Ocala	34476
Limited Use Water	LU Commercial	Countryside Motel	4224 NE Jacksonville Road	Ocala	34479
Limited Use Water	LU Commercial	Craggs Construction	4101 NE 35th Street	Ocala	34479
Limited Use Water	LU Commercial	Custom Caterers	9300 NW 230th Street	Micanopy	32667
Limited Use Water	LU Commercial	Dave's Minit Mart	10859 SE Maricamp Road	Ocala	34472
Limited Use Water	LU Commercial	A & A Trucking & Excavating	2080 NW 35th Street	Ocala	34475
Limited Use Water	LU Commercial	Smyrna Ready Mix Concrete LLC	10550 SE 58th Avenue	Belleview	34420
Limited Use Water	LU Commercial	Smyrna Ready Mix Concrete LLC # 115	7275 SW 38th Street	Ocala	34474
Limited Use Water	LU Commercial	Flynn Storage	11685 S Hwy 301	Belleview	34420
Limited Use Water	LU Commercial	Jonnie Thomson (The Vault)	6268 NE Jacksonville Road	Ocala	34479
Limited Use Water	LU Commercial	Queen of America	3220 SE Hwy 484	Belleview	34420
Limited Use Water	LU Commercial	Miller Pipeline	4260 NE 35th Street	Ocala	34479
Limited Use Water	LU Commercial	Iglesia Del Nazareno Principe De Paz	14480 S Hwy 301 Highway	Summerfield	34491
Limited Use Water	LU Commercial	Hilltop Motel	5801 S Pine Avenue	Ocala	34480
Limited Use Water	LU Commercial	Travelcamp LLC	13866 S Hwy 441 Highway	Summerfield	34491
Limited Use Water	LU Commercial	International Auto Body	4480 SE Maricamp Road	Ocala	34471
Limited Use Water	LU Commercial	Cedar Shores Warehouse 4241	4241 SE 53rd Avenue	Ocala	34480
Limited Use Water	LU Commercial	Jerry Parks Commercial Property LLC	901 SW 60th Avenue	Ocala	34474
Limited Use Water	LU Commercial	Horse Trailer Pros	3740 NW Blitchton Road	Ocala	34475
Limited Use Water	LU Commercial	K & M Citrus, Inc.	16425 SE Hwy 42	Weirsdale	32195
Limited Use Water	LU Commercial	Krumm Industrial Park	3890 NW Gainesville Road	Ocala	34475

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Limited Use Water	LU Commercial	Kiwanis Beach	15380 SE 140th Avenue Road	Weirsdale	32195
Limited Use Water	LU Commercial	Leeward Air Ranch	8539 SE 72nd Avenue	Ocala	34472
Limited Use Water	LU Commercial	Living Water Wesleyan Church	11120 SW Hwy 484	Dunnellon	34432
Limited Use Water	LU Commercial	Sunshine Air Conditioning	12550 SE Hwy 441 Highway	Belleview	34420
Limited Use Water	LU Commercial	Marion County Roads Section SW Substation	8880 SW Hwy 484	Ocala	34481
Limited Use Water	LU Commercial	Marion County Sheriff South Substation	3260 SE 80th Street	Ocala	34480
Limited Use Water	LU Commercial	East Coast Flooring	9180 S Hwy 441	Ocala	34480
Limited Use Water	LU Commercial	Meador's Qwik King Food Store Inc.	18236 SE 95th Street Road	Ocklawaha	32179
Limited Use Water	LU Commercial	SCI Materials-Reddick Minesite	15249 NW Hwy 329	Reddick	32686
Limited Use Water	LU Commercial	Moss Bluff Baptist Church	17515 SE 95th Street Road	Ocklawaha	32179
Limited Use Water	LU Commercial	Ocala Tile	381 SW 60th Avenue	Ocala	34474
Limited Use Water	LU Commercial	NW Congregation of Jehovah's Witnesses	750 NW 109th Avenue	Ocala	34482
Limited Use Water	LU Commercial	Ocala Stockyard LLC	9100 NW Gainesville Road	Ocala	34482
Limited Use Water	LU Commercial	Ocala Springs Baptist Church	5000 NE 36th Avenue	Ocala	34479
Limited Use Water	LU Commercial	Ocklawaha River Valley Civic Center	23125 NE 160th Ave Road	Fort Mc Coy	32134
Limited Use Water	LU Commercial	Orange Blossom Inn	16286 S Hwy 441 Highway	Summerfield	34491
Limited Use Water	LU Commercial	Millicent Partridge Rentals	12915 NE 245th St Road	Fort Mc Coy	32134
Limited Use Water	LU Commercial	Gokey Rental	5300 S Hwy 41 Highway	Dunnellon	34432
Limited Use Water	LU Commercial	Physicians Health Center	560 S Hwy 314A	Ocklawaha	32179
Limited Use Water	LU Commercial	Plaza Food Store LLC	8490 SE Hwy 25	Belleview	34420
Limited Use Water	LU Commercial	Post Office Ft McCoy	14945 NE Hwy 315	Fort Mc Coy	32134
Limited Use Water	LU Commercial	Prestige Homes South	4300 S Pine Avenue	Ocala	34480
Limited Use Water	LU Commercial	Priest Retail Space	4835 S Pine Avenue	Ocala	34480
Limited Use Water	LU Commercial	Pioneer Country Store	3620 NE 175th St Road	Citra	32113
Limited Use Water	LU Commercial	Ray's Qwik King	9251 S Hwy 314-A	Ocklawaha	32179

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
		Food Store			
Limited Use Water	LU Commercial	Rising Sun Imports	5591 S Pine Avenue	Ocala	34480
Limited Use Water	LU Commercial	Seiler's Produce	7711 N Hwy 441 Highway	Ocala	34475
Limited Use Water	LU Commercial	Shamrock Thistle & Crown	12971 SE Hwy 42	Weirsdale	32195
Limited Use Water	LU Commercial	South Marion Meats & Retail Market Inc	13770 S Hwy 475	Summerfield	34491
Limited Use Water	LU Commercial	Sparr Building & Farm Supply 2	13033 NE Jacksonville Road	Sparr	32192
Limited Use Water	LU Commercial	St Johns River Water Mgmt Dist/Sunny Hill Farms	19561 SE Hwy 42	Umatilla	32784
Limited Use Water	LU Commercial	Foxfire Realty S 441	16570 S Hwy 441	Summerfield	34491
Limited Use Water	LU Commercial	Sunset Harbor Baptist Church	9200 SE Sunset Harbor Road	Summerfield	34491
Limited Use Water	LU Commercial	House of God Keith Dominion	2830 NW 27th Avenue	Ocala	34475
Limited Use Water	LU Commercial	Townley Manufacturing/North Well	10551 SE 110th St Road	Belleview	34420
Limited Use Water	LU Commercial	Iglesia De Jesucristo El Buen Samaritano Inc.	1 Midway Road	Ocala	34472
Limited Use Water	LU Commercial	MCFS Station 02 Citra	2189 NE 180th Lane	Citra	32113
Limited Use Water	LU Commercial	MCFS Station 26 Electra	5420 SE 180th Ave Road	Ocklawaha	32179
Limited Use Water	LU Commercial	MCFS Station 11 Reddick	12250 NW Gainesville Road	Reddick	32686
Limited Use Water	LU Commercial	MCFS Station 13 Orange Springs	23520 NE Hwy 315	Orange Springs	32182
Limited Use Water	LU Commercial	RLE MSD Station #14 (Old System - New Well)	3105 SW Ivy Place	Dunnellon	34431
Limited Use Water	LU Commercial	Forest Help Agency	24798 SE Hwy 42	Umatilla	32784
Limited Use Water	LU Commercial	MCFS Station 15 Salt Springs	14463 NE 250th Avenue	Fort Mc Coy	32134
Limited Use Water	LU Commercial	MCFS Station 16 Shady Oaks	7151 S Magnolia Avenue	Ocala	34476
Limited Use Water	LU Commercial	MCFS Station 06 Forest	15495 SE 182nd Avenue Road	Umatilla	32784
Limited Use Water	LU Commercial	Kenny's Place of Marion County	7677 SE 41st Court	Ocala	34480
Limited Use Water	LU Commercial	You're Look'n Good	12412 E Hwy 40	Silver Springs	34488
Limited Use Water	LU Commercial	Sparr Building & Farm Supply 3	12990 NE Jacksonville Road	Sparr	32192
Limited Use Water	LU Commercial	Neighborhood Storage #14	6741 W Hwy 40	Ocala	34482

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Limited Use Water	LU Commercial	Guy Lemieux Bldg	6333 SW Hwy 200	Ocala	34476
Limited Use Water	LU Commercial	GTO Airboats	4600 NW Hwy 326	Ocala	34482
Limited Use Water	LU Commercial	ABC Supply Co., Inc.	18960 NW Hwy 328	Dunnellon	34432
Limited Use Water	LU Commercial	Willow Plant Missionary Baptish Church	1830 NE 175th Street	Citra	32113
Limited Use Water	LU Commercial	Seely's Ark	2110 NE 63rd Street	Ocala	34479
Limited Use Water	LU Commercial	Marion County Sheriff North Substation	8311 N Hwy 441	Ocala	34475
Limited Use Water	LU Commercial	Reddick Plaza	15096 NW Gainesville Road	Reddick	32686
Limited Use Water	LU Commercial	Patrick's Auto	119 NW 68th Avenue	Ocala	34482
Limited Use Water	LU Commercial	O'Gorman Properties INC	2600 SE 1st Avenue	Ocala	34480
Limited Use Water	LU Commercial	Bob's TV Inc	15655 SE Hwy 441	Summerfield	34491
Limited Use Water	LU Commercial	C & S Roofing Warehouse	18704 W Hwy 328	Dunnellon	34432
Limited Use Water	LU Commercial	Weirsdale Family Health Center Inc	16400 SE Hwy 25	Weirsdale	32195
Limited Use Water	LU Commercial	Church of God By Faith	16655 NE Jacksonville Road	Citra	32113
Limited Use Water	LU Commercial	D & D Asphalt Paving	2450 NW 35th Street	Ocala	34475
Limited Use Water	LU Commercial	Flowers Distribution Center	6285 SW Hwy 200	Ocala	34476
Limited Use Water	LU Commercial	T.K - Trading	9919 SE Hwy 42	Summerfield	34491
Limited Use Water	LU Commercial	A & B Automotive	2575 SE 58th Avenue	Ocala	34471
Limited Use Water	LU Commercial	New Hope Missionary Baptist Church	2240 NE 86th Lane	Anthony	32617
Limited Use Water	LU Commercial	Robert Bauer Inc.	13150 S Hwy 301	Belleview	34420
Limited Use Water	LU Commercial	Salt Springs Christian Church	24571 E Hwy 316	Fort Mc Coy	32134
Limited Use Water	LU Commercial	Townley Manufacturing/South Well	10396 SE 110th St Road	Belleview	34420
Limited Use Water	LU Commercial	Tri City Business Park	7175 S Pine Avenue	Ocala	34480
Limited Use Water	LU Commercial	Summerfield Self Storage	14455 S Hwy 301 Highway	Summerfield	34491
Limited Use Water	LU Commercial	United Truck and Trailer Sales LLC	4131 NW Blitchton Road	Ocala	34482
Limited Use Water	LU Commercial	MCFS Station 19 Sparr	13323 NE Jacksonville Road	Citra	32113
Limited Use Water	LU Commercial	Mellex Golf Center	6875 SW Hwy 200	Ocala	34476
Limited Use Water	LU Commercial	Ocala Equine Hospital	10855 N Hwy 27 Highway	Ocala	34482

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Limited Use Water	LU Commercial	Ocala Heating & Air	3695 SE 58th Avenue	Ocala	34471
Limited Use Water	LU Commercial	Chetram Shaunarine	14499 E Hwy 40	Silver Springs	34488
Limited Use Water	LU Commercial	Anthony United Methodist Church	2396 NE 97th Street Road	Anthony	32617
Limited Use Water	LU Commercial	B & M Rentals	7722 SE 126th Place	Belleview	34420
Limited Use Water	LU Commercial	Blue Ribbon Plaza	4320 SE 53rd Avenue	Ocala	34480
Limited Use Water	LU Commercial	Citra Professional Center	17805 N Hwy 301	Citra	32113
Limited Use Water	LU Commercial	Country Club of Ocala	1965 SE 73rd Street	Ocala	34480
Limited Use Water	LU Commercial	Marwick's Custom Floor Gallery	15660 SE Hwy 441	Summerfield	34491
Limited Use Water	LU Commercial	Forest Lawn Memory Gardens	5740 S Pine Avenue	Ocala	34480
Limited Use Water	LU Commercial	Ring Power Corporation	1890 NW 63rd Street	Ocala	34475
Limited Use Water	LU Commercial	Hilton Automotive Hwy 200	9055 SW Hwy 200	Ocala	34481
Limited Use Water	LU Commercial	Garden of Prayer Church of The Living God	13595 SE 167th Lane	Weirsdale	32195
Limited Use Water	LU Commercial	Jake & Zac Properties LLC	4500 NE 35th Street	Ocala	34479
Limited Use Water	LU Commercial	MDB 4440 LLC	4440 SE 53rd Avenue	Ocala	34480
Limited Use Water	LU Commercial	Salt Springs Civic Association	25050 NE 147th Place	Fort Mc Coy	32134
Limited Use Water	LU Commercial	Silver Meadows North Recreation Center	6795 NE 61st Avenue Road	Silver Springs	34488
Limited Use Water	LU Commercial	Silver Meadows South Recreation Center	5399 NE 61st Ave Road	Silver Springs	34488
Limited Use Water	LU Commercial	Southern Marine Sales of Ocala	7760 SE Hwy 441	Ocala	34480
Limited Use Water	LU Commercial	Conrad Yelvington Dist. Inc.	2002 SW 5th Avenue	Ocala	34474
Limited Use Water	LU Commercial	S.I. LLC / MHAS Inc.	30 Almond Dr Run	Ocala	34472
Limited Use Water	LU Commercial	John L Finch Contracting Corp.	13520 SE 36th Avenue	Summerfield	34491
Limited Use Water	LU Commercial	Julianne Paris Building	4451 S Pine Avenue	Ocala	34480
Limited Use Water	LU Commercial	John L Finch Mine	12000 SE 38th Terrace	Belleview	34420
Limited Use Water	LU Commercial	MCFS Station 05 Florida Highlands	9972 SW 155th Street	Dunnellon	34432
Limited Use Water	LU Commercial	MCFS Station 08 Hog Valley	23621 NE 160th Ave Road	Fort Mc Coy	32134
Limited Use Water	LU Commercial	Central Hydraulics of Ocala Inc	1661 NW 58th Lane	Ocala	34475

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Limited Use Water	LU Commercial	Big Span Structures, LLC 2	13555 SE 31st Avenue	Summerfield	34491
Limited Use Water	LU Commercial	Bowman Steel	13640 SE 31st Avenue	Summerfield	34491
Limited Use Water	LU Commercial	Sallee Horse Vans Inc.	3329 NW 27th Avenue	Ocala	34475
Limited Use Water	LU Commercial	Bowman Steel	13730 SE 31st Avenue	Summerfield	34491
Limited Use Water	LU Commercial	Motor City of Ocala	5030 S Pine Avenue	Ocala	34480
Limited Use Water	LU Commercial	Sparr United Methodist Church	13100 NE Jacksonville Road	Sparr	32192
Limited Use Water	LU Commercial	Kalasa, LLC	12301 SE Hwy 441	Belleview	34420
Limited Use Water	LU Commercial	Gadd Warehouse 1	4415 SE 53rd Court	Ocala	34480
Limited Use Water	LU Commercial	MCFS Station 25 Lake Tropicana	17700 SW 36th Loop	Dunnellon	34432
Limited Use Water	LU Commercial	MCFS Station 23 Pedro	16500 S Hwy 475	Summerfield	34491
Limited Use Water	LU Commercial	Fred Nickel Tile	9200 S Hwy 441	Ocala	34480
Limited Use Water	LU Commercial	The Event Warehouse	5361 E Silver Springs Boulevard	Silver Springs	34488
Limited Use Water	LU Commercial	Shores Sand Mine, LLC	375 Emerald Road	Ocala	34472
Limited Use Water	LU Commercial	Sumner/Ruse Building 3	3690 NE 45th Place	Ocala	34479
Limited Use Water	LU Commercial	D & S Pallet Recycle Center	2640 NW 35th Street	Ocala	34475
Limited Use Water	LU Commercial	Pro Poly of America Inc.	1821 NW 57th Street	Ocala	34475
Limited Use Water	LU Commercial	Road King Trailers of Florida	1985 NW 57th Street	Ocala	34475
Limited Use Water	LU Commercial	Troop 563 Boy Scouts	1905 NE 129th Street	Sparr	32192
Limited Use Water	LU Commercial	Southeast Marion Baptist Church	15475 SE 182nd Ave Road	Umatilla	32784
Limited Use Water	LU Commercial	Ocala Korean Baptist Church	7710 SW 38th Avenue	Ocala	34476
Limited Use Water	LU Commercial	Forest Evangelical Lutheran Church	1663 SE 183rd Ave Road	Silver Springs	34488
Limited Use Water	LU Commercial	JDK Properties VIII, LLC	9370 SE Hwy 441	Ocala	34480
Limited Use Water	LU Commercial	Creech Horse Transportation Inc	7785 NW 60th Ave	Ocala	34482
Limited Use Water	LU Commercial	Rick's Performance Equine Supply	5865 SW 176th Avenue	Dunnellon	34432
Limited Use Water	LU Commercial	Martin's Used Car #1	9045 SW Hwy 200	Ocala	34481
Limited Use Water	LU Commercial	New Hope Holiness Church	15750 NW Gainesville Road	Reddick	32686
Limited Use Water	LU Commercial	Jorges Hwy 41 Auto Repair	2300 S Hwy 41	Dunnellon	34431
Limited Use Water	LU Commercial	U S Hay Inc.	13600 S Hwy 475	Summerfield	34491

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Limited Use Water	LU Commercial	Peakview Properties	5455 SE Maricamp Road	Ocala	34480
Limited Use Water	LU Commercial	Solid Rock Bible Church	7570 SE 183rd Ave Road	Ocklawaha	32179
Limited Use Water	LU Commercial	M L Browns	4851 NE 36th Avenue	Ocala	34479
Limited Use Water	LU Commercial	Three's Company LLC.	1150 SE Hwy 484	Ocala	34480
Limited Use Water	LU Commercial	Frito-Lay Distribution Center	6783 NW 3rd Place	Ocala	34482
Limited Use Water	LU Commercial	Liberty Chapel Church	13235 NW Hwy 225	Reddick	32686
Limited Use Water	LU Commercial	Rental @ J & J Tack Shack	6760 W Hwy 40	Ocala	34482
Limited Use Water	LU Commercial	Wilson Gwen FDC	2704 E Hwy 329	Sparr	32192
Limited Use Water	LU Commercial	Hall-Mark Fire Apparatus LLC	3431 NW 27th Avenue	Ocala	34475
Limited Use Water	LU Commercial	Air Van, Inc.	6681 NW 3rd Place	Ocala	34471
Limited Use Water	LU Commercial	Trusco Manufacturing, Inc.	545 NW 68th Avenue	Ocala	34471
Limited Use Water	LU Commercial	Aluma Trek, Inc.	460 NW 68th Avenue	Ocala	34482
Limited Use Water	LU Commercial	Woods Garage Inc	2777 NE 86th Lane	Anthony	32617
Limited Use Water	LU Commercial	Bent Oak Farm	1635 SE Hwy 484	Belleview	34420
Limited Use Water	LU Commercial	Ocklawaha Visitor Center	3199 NE Hwy 315	Silver Springs	34488
Limited Use Water	LU Commercial	Palmetto Kennels	10411 SW 105th Street	Ocala	34481
Limited Use Water	LU Commercial	Boring & Associates	5630 N Hwy 441	Ocala	34475
Limited Use Water	LU Commercial	Fabian Dinkins Construction Office	2631 SE 58th Avenue	Ocala	34471
Limited Use Water	LU Commercial	Webster's Office Complex	1240 SE Hwy 484, Unit E	Ocala	34480
Limited Use Water	LU Commercial	Mopeds & More	6191 S Pine Avenue	Ocala	34480
Limited Use Water	LU Commercial	St Martin's Church	950 NW 70th Street	Ocala	34475
Limited Use Water	LU Commercial	Richardson Annie FDC	11 Dogwood Dr Pass	Ocala	34471
Limited Use Water	LU Commercial	Caruthers Old 301	1694 NE 60th Street	Ocala	34479
Limited Use Water	LU Commercial	Petroleum Plus Services	2875 SE 58th Avenue	Ocala	34471
Limited Use Water	LU Commercial	Brook Ledge Farms	4200 NW 44th Avenue	Ocala	34482
Limited Use Water	LU Commercial	SLAB Property Investments, LLC	15580 S Hwy 441	Summerfield	34491
Limited Use Water	LU Commercial	Argos Ready Mix	3599 SW 74th	Ocala	34474

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
			Avenue		
Limited Use Water	LU Commercial	Commercial Leasing of Ocala	1852 NW 57th Street	Ocala	34475
Limited Use Water	LU Commercial	Nasirul Huq MD. PA.	1 Banyan Pass	Ocala	34472
Limited Use Water	LU Commercial	Greater New Bethel Baptist Church	10215 NW 177th Place	Reddick	32686
Limited Use Water	LU Commercial	Elite Flooring of Central FL.	15561 S Hwy 441	Summerfield	34491
Limited Use Water	LU Commercial	The Vikal Building	17623 N Hwy 301	Citra	32113
Limited Use Water	LU Commercial	Kristina Giselbach	3132 NE Jacksonville Road	Ocala	34479
Limited Use Water	LU Commercial	Rainbow Cabinet	4690 NE 35th Street	Ocala	34479
Limited Use Water	LU Commercial	Hilton Automotive Hwy 441	16420 S Hwy 441	Summerfield	34491
Limited Use Water	LU Commercial	Ray's Construction of Ocala [Office]	2350 NW 46th Street	Ocala	34475
Limited Use Water	LU Commercial	Garlits Museum	13700 SW 16th Avenue	Ocala	34473
Limited Use Water	LU Commercial	Salt Springs Ice	25330 NE 133rd Street	Fort Mc Coy	32134
Limited Use Water	LU Commercial	Belleview Portable Buildings	9355 S Hwy 441	Ocala	34480
Limited Use Water	LU Commercial	Florida Gas Transmission C.S. 17	19555 NE Hwy 314	Fort Mc Coy	32134
Limited Use Water	LU Commercial	East Marion Self Storage	16005 E Hwy 40	Silver Springs	34488
Limited Use Water	LU Commercial	Yonce Jacksonville Road Rental	5742 NE Jacksonville Road	Ocala	34479
Limited Use Water	LU Commercial	Colors & Shapes	12755 SW Hwy 484	Dunnellon	34432
Limited Use Water	LU Commercial	Brady Construction	1930 NW 58th Lane	Ocala	34475
Limited Use Water	LU Commercial	Florida Mobile Master Inc.	4650 NE 35th Street	Ocala	34479
Limited Use Water	LU Commercial	Custom Home Center	6095 S Pine Avenue	Ocala	34480
Limited Use Water	LU Commercial	Kenneth Anger	2 Banyan Road	Ocala	34472
Limited Use Water	LU Commercial	Central Florida Transport, LLC	10272 SE 58th Avenue	Belleview	34420
Limited Use Water	LU Commercial	Little Dove Baptist Church	12005 SE Maricamp Road	Ocala	34472
Limited Use Water	LU Commercial	Miller Boating 3	1661 NW 57th Street	Ocala	34475
Limited Use Water	LU Commercial	Rod Burton Enterprises	6263 SE 25th Avenue	Ocala	34480
Limited Use Water	LU Commercial	Cygnus Home Service, LLC.	13715 SE 31st Avenue	Summerfield	34491
Limited Use Water	LU Commercial	Neighborhood Storage/Baseline	2930 SE 58th Avenue	Ocala	34471
Limited Use Water	LU Commercial	The Yellow	15770 E Hwy 40	Silver Springs	34488

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
		Building/Fat Daddy's Bait Shop			
Limited Use Water	LU Commercial	Savannah Creek Center	14450 NE Jacksonville Road	Citra	32113
Limited Use Water	LU Commercial	Joel Tart	3650 NE 43rd Place	Ocala	34479
Limited Use Water	LU Commercial	Operation Shoebox	8360 SE Hwy 25	Belleview	34420
Limited Use Water	LU Commercial	Abundant Life Fellowship	10345 SW 27th Avenue	Ocala	34476
Limited Use Water	LU Commercial	Town & Country Animal Hospital	5204 N Hwy 27	Ocala	34482
Limited Use Water	LU Commercial	Charity Ministries	14177 W Hwy 326	Morriston	32668
Limited Use Water	LU Commercial	L & K Truck Sales	7595 NW Gainesville Road	Ocala	34475
Limited Use Water	LU Commercial	Forest Baptist Church	23241 NE 160th Ave Road	Fort Mc Coy	32134
Limited Use Water	LU Commercial	Neighborhood Storage #25	12279 S Hwy 441	Belleview	34420
Limited Use Water	LU Commercial	Pineywoods Automotive	5800 N Hwy 27 Highway	Ocala	34482
Limited Use Water	LU Commercial	Steve Allen Const Office	2531 NW 35th Street	Ocala	34475
Limited Use Water	LU Commercial	Baseline Animal Hospital	2925 SE 58th Avenue	Ocala	34471
Limited Use Water	LU Commercial	Shree Krishna Mandir	7206 Hemlock Road	Ocala	34472
Limited Use Water	LU Commercial	Bramlett Electric Inc.	470 NW 68th Avenue	Ocala	34482
Limited Use Water	LU Commercial	Jones Rosa Graham FDC	5800 NW 3rd Place	Ocala	34482
Limited Use Water	LU Commercial	Neighborhood Storage Center 9	3350 W Hwy 326	Ocala	34475
Limited Use Water	LU Commercial	Community Baptist Church	9525 SE 156th Place	Summerfield	34491
Limited Use Water	LU Commercial	Impex International Truck Sales	3498 W Hwy 326	Ocala	34475
Limited Use Water	LU Commercial	Woody's Truck Sales & Parts	8985 NW Gainesville Road	Ocala	34475
Limited Use Water	LU Commercial	Advanced Disposal Services Cypress Acres	7424 NE 33rd Court	Ocala	34479
Limited Use Water	LU Commercial	Cable Vision of Marion County LLC	7265 SW Hwy 200	Ocala	34476
Limited Use Water	LU Commercial	Quality Fast Lube	16730 S Hwy 441 Highway	Summerfield	34491
Limited Use Water	LU Commercial	R.L.R. Golden Ocala Maintenance Bldg	2250 NW 80th Avenue	Ocala	34482
Limited Use Water	LU Commercial	Galilee Christian Church	14539 SE 95th Avenue	Summerfield	34491
Limited Use Water	LU Commercial	Anthony Food Mart	9720 NE 21st Avenue	Anthony	32617

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Limited Use Water	LU Commercial	Orange Blossom Hills Custom Homes	15451 S Hwy 441 Highway	Summerfield	34491
Limited Use Water	LU Commercial	Moody Aero-Graphics	105 Chestnut Road	Ocala	34480
Limited Use Water	LU Commercial	Shores Self Storage	10579 SE Maricamp Road	Ocala	34472
Limited Use Water	LU Commercial	Shoreline Solutions of Central Florida, LLC	15771 S Hwy 441 Highway	Summerfield	34491
Limited Use Water	LU Commercial	Masjid Darul - Islam of Ocala	6915 W Hwy 40	Ocala	34482
Limited Use Water	LU Commercial	Community Presbyterian Church Well 1	20098 N Hwy 441	Mc Intosh	32664
Limited Use Water	LU Commercial	AP Motor Sales LLC	1987 NE 90th Street	Anthony	32617
Limited Use Water	LU Commercial	Family of God Fellowship Church	1471 Pine Road	Ocala	34472
Limited Use Water	LU Commercial	EBL 45th Place LLC / Edward Lewis	3660 NE 45th Place	Ocala	34479
Limited Use Water	LU Commercial	Windmill Acres Farm	13323 SE 114th St Road	Ocklawaha	32183
Limited Use Water	LU Commercial	DHR Industries Inc	289 NW 68th Avenue	Ocala	34482
Limited Use Water	LU Commercial	The Orange Shop	18545 N Hwy 301 Highway	Citra	32113
Limited Use Water	LU Commercial	Carriage House Hair Salon	5148 NW Blitchton Road	Ocala	34482
Limited Use Water	LU Commercial	D. Keane Trucking Inc/Dba The Dirt Pile	3680 NE 35th Street	Ocala	34479
Limited Use Water	LU Commercial	Martin's Yamaha	4050 N Hwy 441	Ocala	34475
Limited Use Water	LU Commercial	Sheltering Hands	10397 N Hwy 27	Ocala	34482
Limited Use Water	LU Commercial	MCSW Recycling Center/Blitchton	13247 N Hwy 27 Highway	Ocala	34482
Limited Use Water	LU Commercial	B & B 3 Self Storage of Salt Springs	25285 NE Hwy 314	Fort Mc Coy	32134
Limited Use Water	LU Commercial	Premier Transportation	5587 SW 1st Lane	Ocala	34474
Limited Use Water	LU Commercial	Jer-Air Manufacturing	22750 N Hwy 441	Micanopy	32667
Limited Use Water	LU Commercial	Frank Debetta & Nicolee Debetta	544 NW 68th Avenue	Ocala	34482
Limited Use Water	LU Commercial	Betty Cakes Cafe	4520 NE 36th Avenue	Ocala	34479
Limited Use Water	LU Commercial	Florida Irrigation Supply	15430 S Hwy 441 Highway	Summerfield	34491
Limited Use Water	LU Commercial	GTO Machine Shop	4775 NW 44th Avenue	Ocala	34482
Limited Use Water	LU Commercial	Miller Boating 1	5840 N Hwy 441 Highway	Ocala	34475

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Limited Use Water	LU Commercial	CMC Recycling	7100 NW Gainesville Road	Ocala	34475
Limited Use Water	LU Commercial	Tri County Landscape Contractors Inc.	16611 SE 58th Avenue	Summerfield	34491
Limited Use Water	LU Commercial	Watkis Doris FDC	11840 SE 141st Terrace	Ocklawaha	32179
Limited Use Water	LU Commercial	Genis Equipment	6195 N Hwy 441 Highway	Ocala	34475
Limited Use Water	LU Commercial	Dixie Workshop Inc	2350 NW 42nd Street	Ocala	34475
Limited Use Water	LU Commercial	Brinkman Investments	5841 W Hwy 40	Ocala	34482
Limited Use Water	LU Commercial	Faith Fellowship Missionary Baptist Church	6900 N Hwy 441 Highway	Ocala	34475
Limited Use Water	LU Commercial	New Life Tabernacle of Deliverence Inc.	15880 NW Gainesville Road	Reddick	32686
Limited Use Water	LU Commercial	American Seamless Gutter	9145 SE 151st Lane Road	Summerfield	34491
Limited Use Water	LU Commercial	Ronald A. Jones Law Office	15600 S Hwy 441 Highway	Summerfield	34491
Limited Use Water	LU Commercial	Baseline Training Facility	950 NE 58th Avenue	Ocala	34470
Limited Use Water	LU Commercial	ABCD Kennel	810 SE 137th Street	Summerfield	34491
Limited Use Water	LU Commercial	Murray Rosalyn FDC	6274 NW 61st Lane	Ocala	34482
Limited Use Water	LU Commercial	Penrod Lumber & Fence	5345 N Hwy 441 Highway	Ocala	34475
Limited Use Water	LU Commercial	New St. Mary's Baptist Church	4491 NW 27th Avenue	Ocala	34475
Limited Use Water	LU Commercial	New Chapel Missionary Baptist Church	9719 NW 115th Avenue	Ocala	34482
Limited Use Water	LU Commercial	Ocala Sportsman Association	20 Locust Track	Ocala	34472
Limited Use Water	LU Commercial	Public Storage, Inc.	15760 S Hwy 441 Highway	Summerfield	34491
Limited Use Water	LU Commercial	American Pro Service Center	15265 S Hwy 441 Highway	Summerfield	34491
Limited Use Water	LU Commercial	CenturyLink - Silver Springs	5320 NE 25th Street	Silver Springs	34488
Limited Use Water	LU Commercial	MCFS Station 20 Golden Ocala	3600 NW 70th Ave Road	Ocala	34482
Limited Use Water	LU Commercial	Ross Tax Service	11610 S Hwy 301 Highway	Belleview	34420
Limited Use Water	LU Commercial	J & M Trailer Repair INC.	4103 NW 44th Avenue	Ocala	34482
Limited Use Water	LU Commercial	Agri-Source Inc.	4001 NE 35th Street	Ocala	34479
Limited Use Water	LU Commercial	Pick's Sales-Leasing LLC	6655 W Hwy 40	Ocala	34482
Limited Use Water	LU Commercial	Black Jack Arcade	12496 S Hwy 301	Belleview	34420

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Limited Use Water	LU Commercial	Greater Ocala Dog Club	10205 NW Gainesville Road	Ocala	34482
Limited Use Water	LU Commercial	Clifford Insurance Center Inc	9790 SE 160 Lane	Summerfield	34491
Limited Use Water	LU Commercial	Venture 200 LLC	8975 SW Hwy 200	Ocala	34481
Limited Use Water	LU Commercial	TLC Diesel Service	1984 NW 57th Street	Ocala	34475
Limited Use Water	LU Commercial	Broward Factory Service	15980 S Hwy 441 Highway	Summerfield	34491
Limited Use Water	LU Commercial	Professional Vet Lab	10481 N Hwy 27 Highway	Ocala	34482
Limited Use Water	LU Commercial	Curb-It Company	14040 SE 162nd Place	Weirsdale	32195
Limited Use Water	LU Commercial	Mike's Cycle Center	8932 S Hwy 441	Ocala	34480
Limited Use Water	LU Commercial	Calaview Industrial Park	4340 SE 95th Street	Ocala	34480
Limited Use Water	LU Commercial	M-Port Marina/Property Office	30555 NE 96th Place	Fort Mc Coy	32134
Limited Use Water	LU Commercial	Exquisite Designs Kitchen & Bath, Inc	13060 SE Hwy 484	Belleview	34420
Limited Use Water	LU Commercial	Neighborhood Storage 5	5170 SE 58th Avenue	Ocala	34480
Limited Use Water	LU Commercial	Mazzurco Rental	7351 SW Hwy 200	Ocala	34471
Limited Use Water	LU Commercial	Bob Nichols Industrial Park	3620 NE 47th Place	Ocala	34479
Limited Use Water	LU Commercial	Wayne's World of Paintball	4841 S Pine Avenue	Ocala	34480
Limited Use Water	LU Commercial	Advantage Green Lawn & Shrub Care Inc	13315 S Hwy 441	Summerfield	34491
Limited Use Water	LU Commercial	Madolynne Martin Home Daycare	15440 NW 42nd Terrace	Reddick	32686
Limited Use Water	LU Commercial	Old Jax Plaza	1927 NE 90th Place	Anthony	32617
Limited Use Water	LU Commercial	Bo's Collision Center	5760 SW 25th Street	Ocala	34474
Limited Use Water	LU Commercial	Dan's Warehouse	15259 S Hwy 441 Highway	Summerfield	34491
Limited Use Water	LU Commercial	Drones Unlimited	6826 NE Jacksonville Road	Ocala	34479
Limited Use Water	LU Commercial	MCSW Salt Springs/FR88 Recycling Center	13580 NE 203rd Ave Road	Fort Mc Coy	32134
Limited Use Water	LU Commercial	C & S Roofing Office	18780 W Hwy 328	Dunnellon	34432
Limited Use Water	LU Commercial	Marcum Enterprises, LLC	2501 NW 35th Street	Ocala	34475
Limited Use Water	LU Commercial	Ed's Garage	3767 SE 95th Street	Ocala	34480
Limited Use Water	LU Commercial	Timber Ridge Community	10260 SW 110th Street	Dunnellon	34432

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
		Church			
Limited Use Water	LU Commercial	LT 1	4200 NE 35th Street	Ocala	34479
Limited Use Water	LU Commercial	Sumner Plaza (SCI)	13624 S Hwy 441 Highway	Summerfield	34491
Limited Use Water	LU Commercial	Kingdom of God Church	17420 NE 16th Terrace	Citra	32113
Limited Use Water	LU Commercial	Mulberry Grove Animal Hospital	7101 SE Hwy 42	Summerfield	34491
Limited Use Water	LU Commercial	The Journey Church	20 SW 87th Place	Ocala	34476
Limited Use Water	LU Commercial	All American Cabinetry	2494 NW 35th Street	Ocala	34475
Limited Use Water	LU Commercial	CoPart	7100 NW 44th Avenue	Ocala	34482
Limited Use Water	LU Commercial	MCFS Station 12 Meadowood	120 NW 110th Avenue	Ocala	34482
Limited Use Water	LU Commercial	Diel Trucking	8515 NW Gainesville Road	Ocala	34475
Limited Use Water	LU Commercial	Windsor Auto Salvage	7880 W Hwy 40	Ocala	34482
Limited Use Water	LU Commercial	Paul Davis Restoration	12331 S Hwy 441	Belleview	34420
Limited Use Water	LU Commercial	New Vision Baptist Church	10461 SE Maricamp Road	Ocala	34472
Limited Use Water	LU Commercial	Wells Fargo Bank	15275 NW Gainesville Road	Reddick	32686
Limited Use Water	LU Commercial	Ocala Landscape Management	2755 SE 62nd Street	Ocala	34480
Limited Use Water	LU Commercial	Lowe's Warehouse	4530 NE 35th Street	Ocala	34480
Limited Use Water	LU Commercial	Deltona Corp. Construction Office	744 Marion Oaks Pass	Ocala	34473
Limited Use Water	LU Commercial	International Brotherhood of Electrical Workers	17850 N Hwy 441 Highway	Reddick	32686
Limited Use Water	LU Commercial	Oak Row Gallery	9440 SE 156th Place	Summerfield	34491
Limited Use Water	LU Commercial	Post Office Sparr	12855 NE Jacksonville Road	Sparr	32192
Limited Use Water	LU Commercial	Martin's Used Cars II	9579 S Hwy 441 Highway	Ocala	34471
Limited Use Water	LU Commercial	Butcher Transportation Service Inc	2115 NW 35th Street	Ocala	34475
Limited Use Water	LU Commercial	Riddle Consulting Engineering	1720 SE Hwy 484	Belleview	34420
Limited Use Water	LU Commercial	Connor Auto Services, LLC	1400 NW 70th Street	Ocala	34475
Limited Use Water	LU Commercial	Pentecostal Trinity Church	9987 SW 155th Street	Dunnellon	34432
Limited Use Water	LU Commercial	El Faro Church	12351 SE Hwy 301	Belleview	34420
Limited Use Water	LU Commercial	Your Self Storage, LLC	19545 W Hwy 40	Dunnellon	34432

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Limited Use Water	LU Commercial	Natalino Warehouse	10711 SE Maricamp Road	Ocala	34472
Limited Use Water	LU Commercial	MCFS Station 31 Ray Lloyd Jr	11240 SW Hwy 484	Dunnellon	34432
Limited Use Water	LU Commercial	Freddy's Auto Tech	1822 NW 42nd Place	Ocala	34475
Limited Use Water	LU Commercial	Florida Highlands Baptist Church	10891 SW 155th Street	Dunnellon	34432
Limited Use Water	LU Commercial	Sunset Harbor Cuts	10125 Sunset Harbor Road	Summerfield	34491
Limited Use Water	LU Commercial	Southside Materials Recycling	4950 SE 92nd Pl Road	Ocala	34480
Limited Use Water	LU Commercial	B & T Metal Works	4630 NE 35th Street	Ocala	34479
Limited Use Water	LU Commercial	4-H Farm Classroom Bldg	5145 SE 58th Avenue	Ocala	34480
Limited Use Water	LU Commercial	Citra First United Methodist Church	2000 NE 180th Street	Citra	32113
Limited Use Water	LU Commercial	Trademark Electric	3621 NW 27th Avenue	Ocala	34475
Limited Use Water	LU Commercial	Sod Central	7850 SW Hwy 200	Ocala	34476
Limited Use Water	LU Commercial	Miller Boating 2	1718 NW 58th Lane	Ocala	34475
Limited Use Water	LU Commercial	Little Chapel Methodist Church	2381 SE 73rd Street	Ocala	34480
Limited Use Water	LU Commercial	Smokey's Well and Pump Service	3747 NE 45th Place	Ocala	34479
Limited Use Water	LU Commercial	Master Truck Repair of Marion County, LLC	486 NW 68th Avenue	Ocala	34482
Limited Use Water	LU Commercial	Florida Concrete Construction	1800 NW 58th Lane	Ocala	34475
Limited Use Water	LU Commercial	Sherwin Williams	15195 S Hwy 441 Highway	Summerfield	34491
Limited Use Water	LU Commercial	Old Ship of Zion	11230 NW 110th Avenue	Reddick	32686
Limited Use Water	LU Commercial	Neurology Institute	16065 S Hwy 441	Summerfield	34491
Limited Use Water	LU Commercial	South Ocala Baptist Church	2907 SE 52nd Street	Ocala	34480
Limited Use Water	LU Commercial	Family Life Ministry	12404 SE 112th Avenue Road	Belleview	34420
Limited Use Water	LU Commercial	Marion County Speedway	7197 NW Gainesville Road	Ocala	34475
Limited Use Water	LU Commercial	Annunciation Monastery	13486 NW Hwy 225	Reddick	32686
Limited Use Water	LU Commercial	Bedtime Tails Luxury Pet Hotel	6804 SE 144th Place Road	Summerfield	34491
Limited Use Water	LU Commercial	Bow Wows Pet Spa	14451 E hwy 40	Silver Springs	34488
Limited Use Water	LU Commercial	Daniels Lots, LLC	5848 S Pine Avenue	Ocala	34480
Limited Use Water	LU Commercial	Faith Inspiration & Praise Ministry	755 NW 60th Avenue	Ocala	34477

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
		Church			
Limited Use Water	LU Commercial	Perry Construction Co. Inc	21761 NW 60th Avenue	Micanopy	32667
Limited Use Water	LU Commercial	Sea Cliff Park - RLE MSD	23050 SW Sea Cliff Avenue	Dunnellon	34431
Limited Use Water	LU Commercial	New Life Family Church	1700 NW 60th Avenue	Ocala	34471
Limited Use Water	LU Commercial	Battery Source	7201 SW Hwy 200	Ocala	34476
Limited Use Water	LU Commercial	Carport Company of Florida	945 NW 17th Avenue	Ocala	34475
Limited Use Water	LU Commercial	AJS Inc.	8955 SW 155th Street	Dunnellon	34431
Limited Use Water	LU Commercial	Faith, Hope and Charity C L G	15100 SE 80th Avenue	Summerfield	34491
Limited Use Water	LU Commercial	MCFS Station 07 Ft McCoy new well	11575 NE 146 Place	Fort Mc Coy	32134
Limited Use Water	LU Commercial	Community Presbyterian Church of Faith Marion, Inc Well 2	20098 N Hwy 441	Mc Intosh	32664
Limited Use Water	LU Commercial	New Horizon Academy	1100 NE 31st Street	Ocala	34479
Limited Use Water	LU Commercial	Crone's Cradle Conserve Foundation	6411 NE 217th Place	Citra	32113
Limited Use Water	LU Commercial	Ft McCoy Church of God	14989 N Hwy 315	Fort Mc Coy	32134
Limited Use Water	LU Commercial	NRS Trailers	6785 W Hwy 40	Ocala	34482
Limited Use Water	LU Commercial	Frank E. Stafford, JR Trustee	5200 S Pine Avenue	Ocala	34471
Limited Use Water	LU Commercial	AmVets Post 19 Inc.	13131 E Hwy 316	Fort Mc Coy	32134
Limited Use Water	LU Commercial	Rainbow Lakes Estates Fire District Office	2805 SW Ivy Place	Dunnellon	34431
Limited Use Water	LU Commercial	First Step Food Bank Inc.	4045 NE 36th Avenue	Ocala	34478
Limited Use Water	LU Commercial	Ocala Farm Ministry Project	489 NW 110th Avenue	Ocala	34478
Limited Use Water	LU Commercial	High Speed Automotive Group	8900 SW 105th Street	Ocala	34471
Limited Use Water	LU Commercial	Bumblebee Christian Academy	10511 SE Maricamp Road	Ocala	34471
Limited Use Water	LU Commercial	Triple Crown Homes Sales Office	7179 SW Hwy 200	Ocala	34476
Limited Use Water	LU Commercial	Gadd Warehouse 7B Seminole Park	4382 SE 53rd Court	Ocala	34480
Limited Use Water	LU Commercial	Amrit Yoga Institute	23855 NE Hwy 314	Salt Springs	32134
Limited Use Water	LU Commercial	Fairfield Baptist Church	14970 N Hwy 225	Fairfield	32634
Limited Use Water	LU Commercial	Thomas Choice Healthcare	5707 NW 145th Avenue Road	Morriston	32668

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Limited Use Water	LU Commercial	Good Shepherd Memorial Gardens	5050 SW 20th Street	Ocala	34474
Limited Use Water	LU Commercial	TNR Services	3622 NE Jacksonville Road	Ocala	34470
Limited Use Water	LU Commercial	Brown Little Heart Family Day Care	38 Hemlock Radial Loop	Ocala	34472
Limited Use Water	LU Commercial	ECLYPSE Saul W. Bochinsky	9171 S Hwy 441	Ocala	34480
Limited Use Water	LU Commercial	Discount Janitorial South-Thomas Trust	6650 S Pine Avenue	Ocala	34480
Limited Use Water	LU Commercial	Young Life Southwind	18080 SE 95th Street Road	Ocklawaha	32179
Limited Use Water	LU Commercial	Western One Agriculture	1890 NW 77th Street	Ocala	34475
Limited Use Water	LU Commercial	MCFS Station #9 Orange Lake	18945 N Hwy 441	Orange Lake	32681
Limited Use Water	LU Commercial	Unity Gospel Family Worship Center	3200 NE 25th Avenue	Ocala	34479
Limited Use Water	LU Commercial	All-In Removal/Ocala Transfer	5875 NW 44th Avenue	Ocala	34482
Limited Use Water	LU Commercial	2323 North / Fifty Acre LLC	2323 NE 36th Avenue	Ocala	34479
Limited Use Water	LU Commercial	Central Florida Collision, Inc.	8783 E Hwy 25	Belleview	34420
Limited Use Water	LU Commercial	The Canyons Zip Line & Canopy Tours	8045 NW Gainesville Road	Ocala	34475
Limited Use Water	LU Commercial	Black Label Auto Group LLC	4211 NW Blitchton Road	Ocala	34482
Limited Use Water	LU Commercial	Countryside Funeral Home	9185 NE 21st Avenue	Anthony	32617
Limited Use Water	LU Commercial	Hay Movers, LLC	3383 W Hwy 326	Ocala	34475
Limited Use Water	LU Commercial	Paul Arnold	2250 NW 42nd Street	Ocala	34475
Limited Use Water	LU Commercial	Matheson Tri-Gas, Inc	901 NW 27th Avenue	Ocala	34475
Limited Use Water	LU Commercial	Electrified Garage LLC	1829 NW 10th Street	Ocala	34475
Limited Use Water	LU Commercial	Krausz USA	331 SW 57th Avenue	Ocala	34474
Limited Use Water	LU Commercial	Empire Warehouse	1390 NW 80th Avenue	Ocala	34482
Limited Use Water	LU Commercial	New Life Center	17397 NE 23rd Terrace	Citra	32113
Limited Use Water	LU Commercial	Bella's Salon	6480 NW Hwy 27	Ocala	34482
Limited Use Water	LU Commercial	Lovett Irrigation, Inc	17902 N HWY 441	Reddick	32686
Limited Use Water	LU Commercial	Optimum RV	7400 S HWY 441	Ocala	34470
Limited Use Water	LU Commercial	Steven's Motel	3231 S Pine	Ocala	34471

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
			Avenue		
Limited Use Water	LU Commercial	Barbara Hopkins Hicks	4351 W hwy 40	Ocala	34470
Limited Use Water	LU Commercial	Charles White Fencing	6828 NE Jacksonville Road	Ocala	34479
Limited Use Water	LU Commercial	Dog Patch Downs	12150 N HWY 441	Ocala	34475
Limited Use Water	LU Commercial	MCSW Newton Recycling Center	1750 NW 100th Street	Ocala	34475
Limited Use Water	LU Commercial	Neighborhood Storage 19 HWY 484	200 SE Hwy 484	Ocala	34470
Limited Use Water	LU Commercial	Thomas Internal Medicine	15010 NE Hwy 315	Fort Mc Coy	32134
Limited Use Water	LU Commercial	JBNM LLC	15960 S Hwy 441	Summerfield	34491
Limited Use Water	LU Commercial	GNS Motor Sales	6400 S pine Avenue	Ocala	34480
Limited Use Water	LU Commercial	Sparr Building and Farm Supply New Well I	2000 E Hwy 329	Sparr	32192
Limited Use Water	LU Commercial	Quick Care Med Clinic	6341 N Hwy 441	Ocala	34475
Limited Use Water	LU Commercial	Clear Path Learning Center	14855 NW 55th Avenue Road	Reddick	32686
Limited Use Water	LU Commercial	T.T.A.B. Tax Preparation	13895 SW 16th Avenue	Ocala	34473
Limited Use Water	LU Commercial	Premier Pediatrics	14141 Hwy 40, Unit B	Silver Springs	34488
Limited Use Water	LU Commercial	Storage at North 441 Ocala, LLC	4411 N Hwy 441	Ocala	34475
Limited Use Water	LU Commercial	Smith Lake Motors	9880 E Hwy 25	Belleview	34420
Limited Use Water	LU Commercial	Rainbow Springs Realty Group	8621 SW 200th Circle	Dunnellon	34431
Limited Use Water	LU Commercial	Anderson Gas Service Inc.	5320 S Pine Avenue	Ocala	34480
Limited Use Water	LU Commercial	Light of the World Church Ministries	5860 NW 6th Street	Ocala	34482
Limited Use Water	LU Commercial	Kentucky Bill's Store of Many	13975 SE Hwy 42	Weirsdale	32195
Limited Use Water	LU Commercial	Brooks Family Day Care	5 Larch Track	Ocala	34480
Limited Use Water	LU Commercial	Orange Springs Specialty Water	24627 N Hwy 21	Orange Springs	32182
Limited Use Water	LU Commercial	Living Water Wesleyan Church -Youth Center	9140 SW 155th Street	Dunnellon	34432
Limited Use Water	LU Commercial	PMJ2, LLC	6911 SW Hwy 200	Ocala	34476
Limited Use Water	LU Commercial	Open Circle	12332 S Hwy 301	Belleview	34420
Limited Use Water	LU Commercial	Home Of Joy	48 Hemlock Radial	Ocala	34472
Limited Use Water	LU Commercial	Weaver's Whimsy	1300 W Hwy 318	Citra	32113
Limited Use Water	LU Commercial	JC Collision	1747 NW 58th Lane	Ocala	34475

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Limited Use Water	LU Commercial	Live Oak Animal Clinic - Well	13670 S Hwy 475	Summerfield	34491
Limited Use Water	LU Commercial	Flea City USA	12180 S Hwy 441	Belleview	34420
Limited Use Water	LU Commercial	Iglesia Pentecostal unida de Florida	837 NW 22nd Street	Ocala	34475
Limited Use Water	LU Commercial	Abiding Love Tabernacle of Faith	6304 NW Gainesville Road	Ocala	34475
Limited Use Water	LU Commercial	Sweet Dixie South LLC	17101 NW 120th Avenue Road	Reddick	32686
Limited Use Water	LU Commercial	Salt Springs Serendipity LLC	13346 N Hwy 19	Salt Springs	32134
Limited Use Water	LU Commercial	Grandma & Grandpa's Village Buggies	16135 S Hwy 441	Summerfield	34491
Limited Use Water	LU Commercial	Amrit Yoga Institute Residence	12380 NE 238th Avenue	Salt Springs	32134
Limited Use Water	LU Commercial	Gloria A. Pena	6262 SE 121st Place	Belleview	34420
Limited Use Water	LU Commercial	Chad's Lawn Care Inc.	9935 SE 166th Street	Summerfield	34491
Limited Use Water	LU Commercial	Busby Summerfield, LLC	15081 S Hwy 441	Summerfield	34491
Limited Use Water	LU Commercial	MCFS Station 01 Hwy 326 New Well	3199 NE 70th Street	Anthony	32617
Limited Use Water	LU Commercial	Florida Metal Building Service	5445 S Pine Avenue	Ocala	34480
Limited Use Water	LU Commercial	2626 NW 35th Street LLC / CEMEX	4569 SE 95th Street	Ocala	34480
Limited Use Water	LU Commercial	Watson Realty Corp.	3800 SE 58th Avenue	Ocala	34471
Limited Use Water	LU Commercial	One Stop	4627 N Hwy 441	Ocala	34478
Limited Use Water	LU Commercial	Sokol Vineyards, LLC	9750 NW 160th Avenue	Morriston	32668
Limited Use Water	LU Commercial	Stessl Trust	3135 SW 97th Street, Unit 2	Ocala	34476
Limited Use Water	LU Commercial	AAA Storage Summerfield LLC	15855 S Hwy 441	Summerfield	34491
Limited Use Water	LU Commercial	United Hay	13101 W Hwy 326	Ocala	34482
Limited Use Water	LU Commercial	J & J Tack Shack Stores	13515 S Magnolia Avenue	Ocala	34482
Limited Use Water	LU Commercial	DONALD ELLIS WAREHOUSE	9720 SE Hwy 25	Belleview	34420
Limited Use Water	LU Commercial	Carport Solution LLC 2	6455 SW 38th Street	Ocala	34470
Limited Use Water	LU Commercial	Second Chance Church	13405 SE Hwy 484	Belleview	34420
Limited Use Water	LU Commercial	Ocala Hardscape, LLC	5455 N Hwy 441	Ocala	34470
Limited Use Water	LU Commercial	Reliable Waste Disposal	1853 NW 57th Street	Ocala	34479
Limited Use Water	LU Commercial	Wild Goose Farms	17255 SE Hwy	Umatilla	32784

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
			452		
Limited Use Water	LU Commercial	DLC 007 Holdings LLC	3520-3522 W Hwy 326	Ocala	34482
Limited Use Water	LU Commercial	Anthony Liquor Store	9383 NE Jacksonville Road	Anthony	32617
Limited Use Water	LU Commercial	McIntosh Assisted Living	5650 NW 219th Street Road	Micanopy	32667
Limited Use Water	LU Commercial	AVL Systems, Inc	5540 SW 6th Place	Ocala	34474
Limited Use Water	LU Commercial	Mr Rays Backyard BBQ and Smokehouse LLC	11025 SW 121st Avenue	Dunnellon	34432
Limited Use Water	LU Commercial	Smith Holding & Company LLC	3611 NW 27th Avenue	Ocala	34470
Limited Use Water	LU Commercial	East Lake First Baptist	14580 SE 134th Street Road	Ocklawaha	32179
Limited Use Water	LU Commercial	Poindexter Enterprise Corp	3990 N Hwy 441	Ocala	34470
Limited Use Water	LU Commercial	Crawford Automotive	3641 NE 36th Avenue	Ocala	34479
Limited Use Water	LU Commercial	Epic Materials/Barlow Land Holdings LLC	6611 NW 3rd Place	Ocala	34470
Limited Use Water	LU Commercial	AEA Small Engine Repair	17860 NE 22nd Court	Citra	32113
Limited Use Water	LU Commercial	Two Men & A Truck	160 SE Hwy 484	Ocala	34480
Limited Use Water	LU Commercial	Marion-Alachua Dog Training Assoc. (M.A.D.T.A)	6600 NW 3rd Place	Ocala	34482
Limited Use Water	LU Commercial	Fornof Denson Building #2	3755 NW 44th Avenue	Ocala	34482
Limited Use Water	LU Commercial	Taco Latino Co.	6310 S Pine Avenue	Ocala	34480
Limited Use Water	LU Commercial	Dunnellon Seventh Day Adventist Church	7620 S Hwy 41	Dunnellon	34430
Limited Use Water	LU Commercial	Marvin Terry Brooks	15840 SE 182nd Avenue Road	Umatilla	32784
Limited Use Water	LU Commercial	UPS Ground Freight	2420 SE 52nd Street	Ocala	34475
Limited Use Water	LU Commercial	LAYHER INC.	1805 SW 37th Avenue	Ocala	34474
Limited Use Water	LU Commercial	I-75 Mega Sales	7099 NW 44th Avenue	Ocala	34482
Limited Use Water	LU Commercial	VOCAL	6391 SW 52nd Street	Ocala	34474
Limited Use Water	LU Commercial	EBL Enterprises LLC	1894 NW 10th Street	Ocala	34475
Limited Use Water	LU Commercial	Browns Septic Tank service	4560 NE 35th Street	Ocala	34479
Limited Use Water	LU Commercial	Sheariously Gorgeous	1760 SE 160th Court	Ocklawaha	32179
Limited Use Water	LU Commercial	Forest Animal	649 NE 171st	Silver Springs	34488

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
		Rescue	Avenue		
Limited Use Water	LU Commercial	BFE Auto Repair	15551 N Hwy 301	Citra	32113
Limited Use Water	LU Commercial	LOOPSTERS TOWING	14055 E Hwy 40	Silver Springs	34488
Limited Use Water	LU Commercial	Protea Wedding & Events	12076 S Hwy 475	Ocala	34480
Limited Use Water	LU Commercial	Engineering Solutions International (ESI)	3780 NE 40th Place	Ocala	34479
Limited Use Water	LU Commercial	Ocala Breeder's Feed and Supply	6855 NW Hwy 27	Ocala	34482
Limited Use Water	LU Commercial	Aluma Trek	13233 Hwy 27	Ocala	34472
Limited Use Water	LU Commercial	RLR Investments	5180 N Hwy 441	Ocala	34475
Limited Use Water	LU Commercial	Solar Guys	120 SE Hwy 484	Ocala	34471
Limited Use Water	LU Commercial	Expedited Truck Services & Parts, LLC	7400 NW 55th Avenue	Ocala	34482
Limited Use Water	LU Commercial	Bartling Holding LLC	6378 SE 125th Place	Belleview	34420
Limited Use Water	LU Commercial	Gaston Tree Debris Recycling, LLC.	8510 NW Gainesville Road	Ocala	34475
Limited Use Water	LU Commercial	Marion Therapeutic Riding Association	6850 SE 41st Court	Ocala	34480
Limited Use Water	LU Commercial	Boatwright Towing & Recovery	14330 NE 203rd Ave Rd	Fort Mc Coy	32134
Limited Use Water	LU Commercial	E-Z Andy	1310 SE Hwy 484	Ocala	34480
Limited Use Water	LU Commercial	NW 44th Complex LLC	4265 NW 44th Avenue	Ocala	34482
Limited Use Water	LU Commercial	Benevolent Church of God	15490 N Hwy 441	Reddick	32686
Limited Use Water	LU Commercial	Thomas Lightbody	7699 SW hwy 200	Ocala	34474
Limited Use Water	LU Commercial	Storage at Ocala LLC.	6900 NE Jacksonville Road	Ocala	34479
Limited Use Water	LU Commercial	Calvary Community Church	17451 SE 66th Avenue	Summerfield	34491
Limited Use Water	LU Commercial	Innovative Fire & Rescue Group (old lease was Poly Bilt Body Co., LLC)	1884 NW 57th Street	Ocala	34475
Limited Use Water	LU Commercial	BB Graphics	3740 SW 7th Street	Ocala	34474
Limited Use Water	LU Commercial	Mobility Express	2695 NW 10th Street	Ocala	34475
Limited Use Water	LU Commercial	AT&T Dunnellon GLC 31359	21990 W Hwy 40	Dunnellon	34431
Limited Use Water	LU Commercial	Christ Community Church	37 dogwood Road	Ocala	34472
Limited Use Water	LU Commercial	Soothing Touch Therapeutic Clinic	5359 SW 66th Street	Ocala	34476

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Limited Use Water	LU Commercial	BB&T Bank	15825 E Hwy 40	Silver Springs	34488
Limited Use Water	LU Commercial	John Martin	15151 S Hwy 441	Summerfield	34491
Limited Use Water	LU Commercial	Perspectives II, LLC	9425 SE Hwy 42	Summerfield	34491
Limited Use Water	LU Commercial	MCFS Station 30 Spruce Creek	7900 SE 135th Street	Summerfield	34491
Limited Use Water	LU Commercial	Marion County Sheriff Substation Reddick	15630 NW Gainesville Road	Reddick	32686
Limited Use Water	LU Commercial	Summerfield Real Estate	13600 S Hwy 441	Summerfield	34491
Limited Use Water	LU Commercial	Aqua Bldg Rental	325 SW 60th Avenue	Ocala	34474
Limited Use Water	LU Commercial	SEJ S Pine Ave	2855 S pine Avenue	Ocala	34471
Limited Use Water	LU Commercial	Freedom Faith Fellowship	11900 E Hwy 318	Orange Springs	32182
Limited Use Water	LU Commercial	Debose United Methodist Chapel	2570 NW 145TH Street	Ocala	34481
Limited Use Water	LU Commercial	House of Prayer Apostolic Church	12921 NW 38TH Avenue	Reddick	32686
Limited Use Water	LU Commercial	Knight Storage Trailers	2150 NW 40th Street	Ocala	34475
Limited Use Water	LU Commercial	Greenways & Trails - Florida Horse Park	11008 S HWY 475	Ocala	34480
Limited Use Water	LU Commercial	Pegasus Realty & Association	5685 W HWY 40	Ocala	34482
Limited Use Water	LU Commercial	Oakwood Family Practice	200 Oakwood Drive	Ocala	34472
Limited Use Water	LU Community	Country Chalet Inn	14343 W Hwy 40	Ocala	34481
Limited Use Water	LU Community	JPP MHP	8665 SE 147th Street	Summerfield	34491
Limited Use Water	LU Community	Belleview Mobile Home Park	11801 SE Hwy 301	Belleview	34420
Limited Use Water	LU Community	Big Bear Mobile Home Park	1874 NE 145th Ave Road, Lot 13	Silver Springs	34488
Limited Use Water	LU Community	Ancient Oaks Mobile Home Park	5050 SE 112th St Road	Belleview	34420
Limited Use Water	LU Community	Citra Royal Palm RV Park	19410 N Hwy 301	Citra	32113
Limited Use Water	LU Community	Sunnyvale Mobile Home Park	12156 SE 84th Avenue	Belleview	34420
Limited Use Water	LU Community	Country Estates Of Ocala	901 NE 95th Street	Ocala	34479
Limited Use Water	LU Community	Curtis Mobile Home Park	16755 SE Hwy 301	Summerfield	34491
Limited Use Water	LU Community	Cyr's Mobile Home Park	9669 NE 16th Terrace	Anthony	32617
Limited Use Water	LU Community	Country Boys Mobile Home Park	1091 NE 70th Street	Ocala	34479
Limited Use Water	LU Community	Family MHP Well 1	8218 SE 123rd Lane	Belleview	34420

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Limited Use Water	LU Community	Summerview Villas MHP	12660 SE 78th Terrace	Belleview	34420
Limited Use Water	LU Community	Hopson Villas North	6454 SW 73rd Street	Ocala	34476
Limited Use Water	LU Community	Ocklawaha 314 LLC.	5900 S Hwy 314-A	Ocklawaha	32179
Limited Use Water	LU Community	Reid Estates LLC (MHP)	18735 NW 60th Avenue	Orange Lake	32681
Limited Use Water	LU Community	Southbreeze MHP East Well	100 NW 73rd Avenue	Ocala	34482
Limited Use Water	LU Community	Southbreeze MHP West Well	100 NW 73rd Avenue	Ocala	34482
Limited Use Water	LU Community	Hope's Mobile Home Park	10950 SE 19th Court	Ocala	34474
Limited Use Water	LU Community	Shady Acres/I.L.M.C.A., INC.	8660 SW 27th Avenue	Ocala	34476
Limited Use Water	LU Community	Country Haven Mobile Home Park	4658 SE 115th Street	Belleview	34420
Limited Use Water	LU Community	Misty Lane Mobile Home Park	11656 SE 50th Ave Road	Belleview	34420
Limited Use Water	LU Community	Mockingbird Hill Mobile Home Park	4441 SE 102nd Place	Belleview	34420
Limited Use Water	LU Community	Northgate Mobile Home Park	3815 NW Gainesville Road	Ocala	34475
Limited Use Water	LU Community	Oak Mobile Home Park	6545 NE Jacksonville Road	Ocala	34479
Limited Use Water	LU Community	Orange Lake Cottages	19020 N Hwy 441	Orange Lake	32681
Limited Use Water	LU Community	Orange Lake Fish Camp	5053 NW 191st Place	Orange Lake	32681
Limited Use Water	LU Community	Pat's Park	6540 SE 25th Court	Ocala	34480
Limited Use Water	LU Community	Golden Meadows Mobile Home Park	3173 SE 95th Street	Ocala	34480
Limited Use Water	LU Community	Sunshine Properties LLC	19170 N Hwy 441	Reddick	32686
Limited Use Water	LU Community	Rolling Woods Mobile Home Park	17043 SE 282nd Court	Umatilla	32784
Limited Use Water	LU Community	Seven Oaks Mobile Home Park Inc	6451 SE 36th Avenue	Ocala	34480
Limited Use Water	LU Community	Shady Oaks Mobile Home Park	11925 SE Hwy 301	Belleview	34420
Limited Use Water	LU Community	Morning Light MHP	11745 SE HWY 301	Belleview	34420
Limited Use Water	LU Community	Sunset Mobile Home Park	1240 NE 95th Street	Ocala	34479
Limited Use Water	LU Community	Tiffany Apartments	3220 SW 26th Street	Ocala	34474
Limited Use Water	LU Community	Vin Mar Mobile Home Park	5018 SE Abshier Boulevard	Belleview	34420
Limited Use Water	LU Community	Carol's Place	6251 SE 36th Avenue	Ocala	34480
Limited Use Water	LU Community	Stonestreet Farm Employee Houses	14216 N Hwy 27	Ocala	34482

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Limited Use Water	LU Community	Banyan Apartments	42 Banyan Course	Ocala	34472
Limited Use Water	LU Community	Merian Water System	12715 NE Hwy 315	Fort Mc Coy	32134
Limited Use Water	LU Community	Lake Weir Landings Inc. (Gate Code 0821)	13764 E Hwy 25	Ocklawaha	32179
Limited Use Water	LU Community	Lakeview Manor MHP	9759 SE Hwy 25	Belleview	34420
Limited Use Water	LU Community	Bibi S Subhan Properties	9 Banyan Road	Ocala	34472
Limited Use Water	LU Community	JPP Silver Springs MHP	5822 SE 27th Court	Ocala	34480
Limited Use Water	LU Community	L U Community	26 Banyan Course	Ocala	34472
Limited Use Water	LU Community	Marion ARC Group Home 12	3 Chestnut Place	Ocala	34480
Limited Use Water	LU Community	David McBride Triplex	34 Banyan Course	Ocala	34472
Limited Use Water	LU Community	Family MHP Well 2	8218 SE 123rd Lane	Belleview	34420
Limited Use Water	LU Community	Dimovski Triplex	46 Banyan Course	Ocala	34472
Limited Use Water	LU Community	Vin Mar Motel	5018 SE Abshier Boulevard	Belleview	34420
Limited Use Water	LU Community	Juniper Pass Triplex	37 Juniper Pass Drive	Ocala	34480
Limited Use Water	LU Community	Juan Rivera	18 Banyan Course	Ocala	34472
Limited Use Water	LU Community	L & S Residence	5880 NW 55th Avenue	Ocala	34482
Limited Use Water	LU Community	Caring Moments Inc.	6399 SW 103rd St Road	Ocala	34476
Limited Use Water	LU Community	G & H Properties Triplexes	7347 Midway Terrace	Ocala	34472
Limited Use Water	LU Community	Higher Ground Assisted Living - Well	10155 SE 110th Street Road	Candler	32111
Limited Use Water	LU Community	Garden Inn II	5758 NW 58th Terrace	Ocala	34482
Limited Use Water	LU Community	Halo Haven	59 pine Course	Ocala	34472
Limited Use Water	LU Community	Serenity Holistic VI	5489 NW 56th Terrace	Ocala	34482
Limited Use Water	LU Community	Keren S. Neil	29 Pine Ct. Loop	Ocala	34472
Limited Use Water	LU Community	Robles Water System	3331 SW 92nd Lane	Ocala	34470
Limited Use Water	LU Community	Golden Eagle (5997)	5997 NE 38th Place	Silver Springs	34488
Limited Use Water	LU Community	Serenity Holistic Residential Care	7575 W Hwy 326	Ocala	34482
Limited Use Water	LU Community	God Answers Prayers - Emmanuel	13470 SE 101st Terrace	Belleview	34420
Limited Use Water	LU Community	Serenity Holistic Residential Care (5399)	5399 NW 56th Terrace	Ocala	34482

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Limited Use Water	LU Community	Serenity Holistic Residential Care 5543	5543 NW 56th Street	Ocala	34482
Limited Use Water	LU Community	Syerra's Angels, Inc.	8 Almond Place	Ocala	34472
Limited Use Water	LU Community	Finsbury Park	16547 SE 95th Street Road	Ocklawaha	32179
Limited Use Water	LU Community	Wings of Love	4 Banyan Course	Ocala	34472
Limited Use Water	LU Community	Syerra's Angels Inc. #2	10 Almond Place	Ocala	34472
Limited Use Water	LU Community	Melissa Walsh Duplex	8183 SW 202nd Terrace	Dunnellon	34430
Limited Use Water	LU Community	Joseph James Quad	10460 S Hwy 441	Belleview	34420
Limited Use Water	LU Community	Kings Health and Fitness, LLC	24845 NE Hwy 314	Salt Springs	32134
Limited Use Water	LU Community	Joe Nel & Sabrina, LLC/ Colonial Manor	3301 NE 9th Avenue	Ocala	34470
Limited Use Water	LU Community	Happy Trails of Ocala	13200 NE Jacksonville Road	Citra	32113
Limited Use Water	LU Community	Helping Hands, LLC #2	10904 SW 58th Avenue Road	Ocala	34476
Limited Use Water	LU Community	Guadalupe Huerth Rental Units	7601 SW 27th Avenue	Ocala	34470
Limited Use Water	LU Community	The Green Pharmacist - Well	340 SW 110th Avenue	Ocala	34481
Limited Use Water	LU Community	Novaes Water System	10758 SE Hwy 464C	Ocklawaha	32179
Limited Use Water	LU Community	Panagia Vlahernon Greek Orthodox Monastery	12600 W Hwy 318	Williston	32696
Limited Use Water	LU Community	New Discovery Family Group	56 poplar Road	Ocala	34480
Limited Use Water	LU Community	Legendary Trails	2695 SE 77th Street	Ocala	34480
Limited Use Water	Registered LU Commercial	Blake Building	10865 E Hwy 40	Silver Springs	34488
Limited Use Water	Registered LU Commercial	Citra Post Office	2250 E Hwy 318	Citra	32113
Limited Use Water	Registered LU Commercial	Southwest Ocala Veterinary Clinic	8814 SW Hwy 200	Ocala	34481
Limited Use Water	Registered LU Commercial	Greenways & Trails/Eureka Lock	8282 NE Hwy 314	Ocala	34470
Limited Use Water	Registered LU Commercial	PJ Power Inc.	483 NW 68th Avenue	Ocala	34482
Limited Use Water	Registered LU Commercial	Florida Rock Industries, Inc. Weirsdale Sand Plant	17801 SE Hwy 42	Weirsdale	32195
Limited Use Water	Registered LU Commercial	Chekmate International, Inc.	2330 SE 52nd Street	Ocala	34480
Limited Use Water	Registered LU	Argana Family	2755 SE 58th	Ocala	34471

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
	Commercial		Avenue		
Limited Use Water	Registered LU Commercial	MCSW Recycling Center/Ft McCoy	12195 E Hwy 316	Fort Mc Coy	32134
Limited Use Water	Registered LU Commercial	MCSW Recycling Center/Wright Rd	11190 NW 90th Avenue	Reddick	32686
Limited Use Water	Registered LU Commercial	Southern Plumbing	1717 NW 58th Lane	Ocala	34475
Limited Use Water	Registered LU Commercial	SMYRNA READY MIX CONCRETE, LLC (SRM PLANT #111)	6760 NW 27th Ave Road	Ocala	34475
Limited Use Water	Registered LU Commercial	Earthmovers Inc.	5605 N Hwy 441	Ocala	34475
Limited Use Water	Registered LU Commercial	Cedar Shores Warehouse Lot 8	4341 SE 53rd Avenue	Ocala	34471
Limited Use Water	Registered LU Commercial	Silver River Ranger Station	1425 NE 58th Avenue	Ocala	34470
Limited Use Water	Registered LU Commercial	Tri-County Services Inc	7317 S Hwy 441	Ocala	34480
Limited Use Water	Registered LU Commercial	Gilbert Flooring Inc	2615 SE 58th Avenue	Ocala	34471
Limited Use Water	Registered LU Commercial	MCSW Recycling Center/Orange Springs	11095 NE Hwy 318	Orange Springs	32182
Limited Use Water	Registered LU Commercial	A & A Fire and Safety	12340 E Hwy 40	Silver Springs	34488
Limited Use Water	Registered LU Commercial	D & D Towing	4125 NE Jacksonville Road	Ocala	34479
Limited Use Water	Registered LU Commercial	MCSW Recycling Center/Highlands	8390 SW 150th Street	Dunnellon	34432
Limited Use Water	Registered LU Commercial	MCSW Recycling Center/Orange Lake	18290 NW 53rd Ct Road	Orange Lake	32681
Limited Use Water	Registered LU Commercial	MCSW Recycling Center/Citra	17780 NE 19th Court	Citra	32113
Limited Use Water	Registered LU Commercial	Florida Home Builders	3725 SE 58th Avenue	Ocala	34471
Limited Use Water	Registered LU Commercial	H & A Equipment Exports Inc	6285 SW 38th Street	Ocala	34474
Limited Use Water	Registered LU Commercial	Embarq/South Pine	2481 SE 62nd Street	Ocala	34471
Limited Use Water	Registered LU Commercial	Embarq/Rolling Green	3000 SE 58th Avenue	Ocala	34472
Limited Use Water	Registered LU Commercial	Embarq/Pine Run	8515 SW Hwy 200	Ocala	34476
Limited Use Water	Registered LU Commercial	Embarq/Foxwood	4370 NW Hwy 27	Ocala	34482
Limited Use Water	Registered LU Commercial	Embarq/Bahia Oaks	7300 SW Hwy 200	Ocala	34480
Limited Use Water	Registered LU Commercial	Embarq/Fort McCoy	14655 NE Hwy 315	Fort Mc Coy	32134
Limited Use Water	Registered LU Commercial	Embarq/Marion Oaks Central Office	4920 SW Hwy 484	Ocala	34473
Limited Use Water	Registered LU	Embarq/Blitchton	12195 NW Hwy 27	Ocala	34482

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
	Commercial				
Limited Use Water	Registered LU Commercial	Billy's Self Storage	16905 S Hwy 441 Highway	Summerfield	34491
Limited Use Water	Registered LU Commercial	MCSW Recycling Center/Scrambletown	15810 NE Hwy 314	Silver Springs	34488
Limited Use Water	Registered LU Commercial	Roman Dotson Land Surveying	14209 E Hwy 40	Silver Springs	34488
Limited Use Water	Registered LU Commercial	The Storage Depot of Ocala	9085 SW Hwy 200	Ocala	34481
Limited Use Water	Registered LU Commercial	Clayton Homes of Ocala #119	6150 S Pine Avenue	Ocala	34470
Limited Use Water	Registered LU Commercial	Bel-Lago - Gate House	14130 SW 121 Court	Dunnellon	34432
Limited Use Water	Registered LU Commercial	MCSW Recycling Center/Lynn	950 S Hwy 314A	Ocklawaha	32179
Limited Use Water	Registered LU Commercial	E.R.E.C.	233 NE 58th Avenue	Ocala	34470
Limited Use Water	Registered LU Commercial	Robert & George Brown Computers	15101 S HWY 441	Summerfield	34491
Limited Use Water	Registered LU Commercial	MCSW Recycling Center/Canal	457 SE 110th Street	Ocala	34471
Limited Use Water	Registered LU Commercial	MCSW 14 Dunnellon New	4232 Hwy 41	Dunnellon	34431
Limited Use Water	Registered LU Commercial	Scramble Town Auto Salvage	15679 NE Hwy 314	Silver Springs	34488
Limited Use Water	Registered LU Commercial	Jay M. Kaufman	5960 S pine Avenue	Ocala	34471
Limited Use Water	Registered LU Commercial	Indy's Auto Center	1950 S Hwy 41	Dunnellon	34432
Limited Use Water	Registered LU Commercial	Indy's Auto Center	1950 S us hwy 41	Dunnellon	34432
Limited Use Water	Registered LU Commercial	Indy's Auto Center	1950 S us hwy 41	Dunnellon	34432
Limited Use Water	Registered LU Commercial	Bryant Auto Sales	5120 S Pine Avenue	Ocala	34480
Limited Use Water	Registered LU Commercial	Seminole Electric Control Vault	4155 NE 35th Street	Ocala	34479
Limited Use Water	Registered LU Commercial	Ferguson & Associates Equine Hospital	6897 NW Hwy 225-A	Ocala	34477
Limited Use Water	Registered LU Commercial	Century Link	25645 NE 145th Place Road	Salt Springs	32134
Limited Use Water	Registered LU Commercial	Well Permits under 59/866893	1801 SE 32nd Avenue	Ocala	34471
Limited Use Water	Registered LU Commercial	Yeargan Water	9245 NE Jacksonville Road	Anthony	32617
Limited Use Water	Registered LU Commercial	Pro Automotive	17797 NW 53rd Court Road	Reddick	32686
Mobile Home Parks	Lodging Park	JPP MHP	8665 SE 147 Street	Summerfield	34491
Mobile Home Parks	Lodging Park	Ancient Oaks Mobile Home Park	5050 SE 112 St Road	Belleview	34420
Mobile Home Parks	Lodging Park	Lake In The Forest Estates/RV	19115 SE 44th Street	Ocklawaha	32179

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
		Resort			
Mobile Home Parks	Lodging Park	Sunnyvale Mobile Home Park	12156 SE 84th Avenue	Belleview	34420
Mobile Home Parks	Lodging Park	Cross Country Motor Lodge	5100 S Pine Avenue	Ocala	34480
Mobile Home Parks	Lodging Park	Hope's Mobile Home Park	10950 SE 19 Court	Ocala	34480
Mobile Home Parks	Lodging Park	North Belleview Mobile Home Park	10389 SE 50 Avenue	Belleview	34420
Mobile Home Parks	Lodging Park	Pioneer Mobile Home Park	3230 SE 10th Avenue	Ocala	34471
Mobile Home Parks	Lodging Park	Seven Oaks Mobile Home Rentals	6451 SE 36 Avenue	Ocala	34480
Mobile Home Parks	Lodging Park	Shady Grove Mobile Home Park	5100 NW Gainesville Road	Ocala	34475
Mobile Home Parks	Lodging Park	Deep Woods MHP	14551 NE 28th Place	Silver Springs	34488
Mobile Home Parks	Lodging Park	Sparr Mobile Home Park	12875 NE Jacksonville Road	Sparr	32192
Mobile Home Parks	Lodging Park	Sunset Mobile Home Park	1240 NE 95th Street	Ocala	34470
Mobile Home Parks	Lodging Park	Tall Pines Mobile Home Park	11565 SE Hwy 25	Ocklawaha	32179
Mobile Home Parks	Lodging Park	Affordable Rentals MHP	300 SW 40 Avenue	Ocala	34474
Mobile Home Parks	Lodging Park	Westwood Mobile Home Park	600 SW 38th Avenue	Ocala	34474
Mobile Home Parks	Lodging Park	Whispering Pines M H P	11930 SE Hwy 484	Belleview	34420
Mobile Home Parks	Lodging Park	JPP Silver Springs MHP	5822 SE 27th Court	Ocala	34480
Mobile Home Parks	MHP/RV/Migrant Housing	Silver Springs RV Park	3151 NE 56th Avenue	Silver Springs	34488
Mobile Home Parks	MHP/RV/Migrant Housing	Ocala Oaks Mobile Home-RV Park & Retail Stores, LLC	7850 S Hwy 441	Ocala	34480
Mobile Home Parks	MHP/RV/Migrant Housing	Misty Lane MHP	11656 SE 50th Avenue Road	Belleview	34420
Mobile Home Parks	Mobile Home Park	Golden Oak MHC	4900 SE 102nd Place	Belleview	34420
Mobile Home Parks	Mobile Home Park	Belleview M H P	11801 SE Hwy 301	Belleview	34420
Mobile Home Parks	Mobile Home Park	Big Bear Mobile Home Park	1874 NE 145 Ave Road	Silver Springs	34488
Mobile Home Parks	Mobile Home Park	Big Lake Village	12701 SE Sunset Harbor Road	Weirsdale	32195
Mobile Home Parks	Mobile Home Park	Blue Heron Cove	19240 SE Hwy 42	Weirsdale	32195
Mobile Home Parks	Mobile Home Park	Blue Skies Estates	2426 NE 14 Street	Ocala	34470
Mobile Home Parks	Mobile Home Park	Cala Springs MH Village	3323 NE 14 Street	Ocala	34470
Mobile Home Parks	Mobile Home Park	Cherry Hill Mobile Home Park	3531 S Pine Avenue	Ocala	34471
Mobile Home	Mobile Home Park	Classic Oaks	255 NW 40TH	Ocala	34482

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Parks		Village	Avenue		
Mobile Home Parks	Mobile Home Park	Cliftwood MHC	7101 W Anthony Road	Ocala	34479
Mobile Home Parks	Mobile Home Park	Compton Mobile Home Park	5086 SE 102nd Place	Belleview	34420
Mobile Home Parks	Mobile Home Park	Crystal Springs M H P	13914 NW Hwy 27	Ocala	34482
Mobile Home Parks	Mobile Home Park	Curtis Mobile Home Park	16755 SE Hwy 301	Summerfield	34491
Mobile Home Parks	Mobile Home Park	Cyr's Mobile Home Park	9669 NE 16 Terrace	Anthony	32617
Mobile Home Parks	Mobile Home Park	Days End Mobile Home Park	18900 N Hwy 441	Orange Lake	32681
Mobile Home Parks	Mobile Home Park	S & W MHP	11771 SE 55th Ave Road	Belleview	34420
Mobile Home Parks	Mobile Home Park	Fairfield Village	5866 SW 58th Place	Ocala	34474
Mobile Home Parks	Mobile Home Park	Country Boys Mobile Home Park	1091 NE 70th Street	Ocala	34479
Mobile Home Parks	Mobile Home Park	Family Mobile Home Park	8218 SE 123rd Lane	Belleview	34420
Mobile Home Parks	Mobile Home Park	Summerview Villas MHP	12660 SE 78th Terrace	Belleview	34420
Mobile Home Parks	Mobile Home Park	Foxwood Farms	4500 NW Blitchton Road	Ocala	34482
Mobile Home Parks	Mobile Home Park	Gateway Mobile Home Park	10468 SE 52 Court	Belleview	34420
Mobile Home Parks	Mobile Home Park	Golden Hills Park	7865 W Hwy 40	Ocala	34482
Mobile Home Parks	Mobile Home Park	Grand Oaks Mobile Home Park	1505 SE 174 Court, Lot 20	Silver Springs	34488
Mobile Home Parks	Mobile Home Park	Green Oaks Manor	6407 SE 108 Street	Belleview	34420
Mobile Home Parks	Mobile Home Park	Victory MHP	9588 NE Jacksonville Road	Anthony	32617
Mobile Home Parks	Mobile Home Park	Lake Weir Pines M H P	14455 S Hwy 25	Ocklawaha	32179
Mobile Home Parks	Mobile Home Park	Lindale Mobile Home Park	5431 NE 35 Street	Silver Springs	34488
Mobile Home Parks	Mobile Home Park	Happy Trails MHP	13200 NE Jacksonville Road	Citra	32113
Mobile Home Parks	Mobile Home Park	Live Oaks Mobile Home Park	3101 SE 73rd Street	Ocala	34480
Mobile Home Parks	Mobile Home Park	Marion Pines Mobile Home Park	2828 NE 49th Avenue	Ocala	34470
Mobile Home Parks	Mobile Home Park	Mill Dam MHP, LLC	18975 E Hwy 40	Silver Springs	34488
Mobile Home Parks	Mobile Home Park	Mockingbird Hill Mobile Home Park	4441 SE 102nd Place	Belleview	34420
Mobile Home Parks	Mobile Home Park	Finsbury Park	16547 SE 95th Street Road	Ocklawaha	32179
Mobile Home Parks	Mobile Home Park	Nautilus Mobile Home & RV Park	3441 S Pine Avenue	Ocala	34471
Mobile Home Parks	Mobile Home Park	Nelson's Outdoor Resort	19400 SE Hwy 42	Umatilla	32784

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Mobile Home Parks	Mobile Home Park	Northgate Mobile Home Park	3815 NW Gainesville Road	Ocala	34475
Mobile Home Parks	Mobile Home Park	Oak Bend Mobile Home Park	10620 SW 27th Avenue	Ocala	34476
Mobile Home Parks	Mobile Home Park	Oak Bend Village Mobile Home Park	21271 W Hwy 40, Lot 36	Dunnellon	34431
Mobile Home Parks	Mobile Home Park	Oak Mobile Home Park	6545 NE Jacksonville Road	Ocala	34479
Mobile Home Parks	Mobile Home Park	Oakcrest Mobile Home Park	900 NE 31st Street	Ocala	34479
Mobile Home Parks	Mobile Home Park	Villages of Ocala	711 NE 77th Street	Ocala	34479
Mobile Home Parks	Mobile Home Park	Villages of Ocala West	7651 W Anthony Road	Ocala	34479
Mobile Home Parks	Mobile Home Park	Oakwood Mobile Manor	3387 W Silver Springs Boulevard	Ocala	34475
Mobile Home Parks	Mobile Home Park	Golden Pond Village MHP	2805 SE 110 Street	Ocala	34480
Mobile Home Parks	Mobile Home Park	On The Lake Park	11701 SE Hwy 25	Ocklawaha	32179
Mobile Home Parks	Mobile Home Park	Orange Lake Fishing Resort	5053 NW 191st Place	Orange Lake	32681
Mobile Home Parks	Mobile Home Park	Paddock Park South Mobile Home Park	8880 SW 27 Avenue	Ocala	34476
Mobile Home Parks	Mobile Home Park	Par I Mobile Home Park	6220 SE Hames Road	Belleview	34420
Mobile Home Parks	Mobile Home Park	Par-A-Dise Mobile Home Park	16767 SE Hwy 301	Summerfield	34491
Mobile Home Parks	Mobile Home Park	Jack Mobile Home Park	2620 SE 67th Street	Ocala	34480
Mobile Home Parks	Mobile Home Park	Pine Grove Mobile Home Park	18681 N Hwy 441	Reddick	32686
Mobile Home Parks	Mobile Home Park	Pine Manor Mobile Park	2815 N Pine Avenue	Ocala	34475
Mobile Home Parks	Mobile Home Park	Pine Village Mobile Home Park	10195 SE 36th Avenue	Belleview	34420
Mobile Home Parks	Mobile Home Park	Rolling Woods Mobile Home Park	17043 SE 282nd Court	Umatilla	32784
Mobile Home Parks	Mobile Home Park	Saddle Oak Mobile Home Park	6045 SW 55th Court	Ocala	34474
Mobile Home Parks	Mobile Home Park	Salt Springs Village	13665 NE 253rd Court	Salt Springs	32134
Mobile Home Parks	Mobile Home Park	Santos Mobile Park	3085 SE 80th Street	Ocala	34480
Mobile Home Parks	Mobile Home Park	Shadow Oaks Mobile Home Park	3120 SE 10 Avenue	Ocala	34471
Mobile Home Parks	Mobile Home Park	Shady Oaks Mobile Home Park	11925 SE Hwy 301 Highway	Belleview	34420
Mobile Home Parks	Mobile Home Park	Shady Road Villas Mobile Home Park	9100 SW 27th Avenue	Ocala	34476
Mobile Home Parks	Mobile Home Park	Sharpes Ferry M.H.C. Inc.	9901 NE Hwy 314	Silver Springs	34488
Mobile Home Parks	Mobile Home Park	Morning Light MHP	11745 SE Hwy 301	Belleview	34420

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Mobile Home Parks	Mobile Home Park	Silverwood Village M H P	201 NE 68 Court	Ocala	34470
Mobile Home Parks	Mobile Home Park	Smith Lake Shores Village	9701 SE Hwy 25	Belleview	34420
Mobile Home Parks	Mobile Home Park	Spanish Oaks Mobile Home Park	3150 NE 36th Avenue	Ocala	34479
Mobile Home Parks	Mobile Home Park	Spanish Palm Estates MHP	625 NE 65th Avenue	Ocala	34470
Mobile Home Parks	Mobile Home Park	Springlake Village	2450 NE 146th Terrace	Silver Springs	34488
Mobile Home Parks	Mobile Home Park	Sweetwater Oaks M H P	3151 NW 44th Avenue	Ocala	34482
Mobile Home Parks	Mobile Home Park	Summerfield Pines 1	8010 SE 131 Place	Summerfield	34491
Mobile Home Parks	Mobile Home Park	Twin Oaks Mobile Home Park	17 SE 20th Court	Ocala	34470
Mobile Home Parks	Mobile Home Park	Summerfield Pines 2	8010 SE 131 Place	Summerfield	34492
Mobile Home Parks	Mobile Home Park	Vin Mar Mobile Home Park	5038 SE 111th Pl Road	Belleview	34420
Mobile Home Parks	Mobile Home Park	Westside Mobile Home Park	11278 SE 55th Ave Road	Belleview	34420
Mobile Home Parks	Mobile Home Park	Whispering Oaks LLP	6787 SE 125th Street	Belleview	34420
Mobile Home Parks	Mobile Home Park	White Oaks Mobile Home Park	3920 SW 30 Street	Ocala	34474
Mobile Home Parks	Mobile Home Park	Mosley Oaks Mobile Home Park	6912 S Pine Avenue	Ocala	34480
Mobile Home Parks	Mobile Home Park	Cedar Grove MHP	6575 SE 108 Street	Belleview	34420
Mobile Home Parks	Mobile Home Park	Country Aire Mobile Home Park	6881 NE 2nd Loop	Ocala	34470
Mobile Home Parks	Mobile Home Park	Plantation Landing	7533 S Hwy 441	Ocala	34480
Mobile Home Parks	Mobile Home Park	Harmony of Ocala	SW 28th Circle	Ocala	34476
Mobile Home Parks	Mobile Home Park	Serenity Oaks MHP	2770 SW 87th Place	Ocala	34476
Mobile Home Parks	Mobile Home Park	Shady Acres Mobile Home Park	16901 SE Hwy 301	Summerfield	34491
Mobile Home Parks	Mobile Home Park	Country Town Village	2580 SE 1st Avenue	Ocala	34471
Mobile Home Parks	Mobile Home Park	Lake Bryant Resort LLC	5000 SE 183rd Avenue Road	Ocklawaha	32179
Mobile Home Parks	Mobile Home Park	Country Oaks Mobile Home Park	1311 NW 35th Street	Ocala	34475
Mobile Home Parks	Mobile Home Park	Country Haven Mobile Home Park	4658 SE 115th Street	Belleview	34420
Mobile Home Parks	Mobile Home Park	Wagon Wheel Mobile Home Park	1612 NE 25th Avenue, Unit C	Ocala	34470
Mobile Home Parks	Mobile Home Park	Katie's Cove On Lake Bryant	18151 SE 52nd Street	Ocklawaha	32179
Mobile Home Parks	Mobile Home Park	Pat's Park LLC	6540 SE 25th Court	Ocala	34480
Mobile Home	Mobile Home Park	Sunny Oaks	6800 NW	Ocala	34475

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Parks		Mobile Home Park	Gainesville Road		
Mobile Home Parks	Mobile Home Park	Edgewood Mobile Home Park	4023 NW Gainesville Road	Ocala	34475
Mobile Home Parks	Mobile Home Park	Arrowhead Campsites & MHP	1720 NW 38th Avenue	Ocala	34482
Mobile Home Parks	Mobile Home Park	Ocklawaha Canoe Outpost & Resort	15260 NE 152nd Place	Fort Mc Coy	32134
Mobile Home Parks	Mobile Home Park	Penney Park	1001 NE 77th Street	Ocala	34479
Mobile Home Parks	Mobile Home Park	Rolling Greens Village MHP	1901 SE 58th Avenue	Ocala	34472
Mobile Home Parks	Mobile Home Park	Summerfield Oaks, LLC	16700 S Hwy 301	Summerfield	34491
Mobile Home Parks	Mobile Home Park	Sportsmen Cove	5343 Avenue F	Mc Intosh	32664
Mobile Home Parks	Mobile Home Park	The Arbors Mobile Home Park	2251 NE 19th Avenue	Ocala	34470
Mobile Home Parks	Mobile Home Park	Suburban Mobile Home & RV Park	3530 S Pine Avenue	Ocala	34471
Mobile Home Parks	Mobile Home Park	Citra Storage and RV Park	17689 N Hwy 301	Citra	32113
Mobile Home Parks	Mobile Home Park	Pine Manor Estates Mobile Home Park	2815 N Pine Avenue	Ocala	34475
Mobile Home Parks	Mobile Home Park	Park Properties	500 SW 33rd Avenue	Ocala	34474
Mobile Home Parks	Mobile Home Park	Dogwood Acres Mobile Home Park	2450 SW 38th Avenue	Ocala	34474
Mobile Home Parks	Mobile Home Park	Rainbow River Bungalows	9215 SW 190th Avenue Road	Dunnellon	34432
Mobile Home Parks	Mobile Home Park	Sterlingwood Mobile Home	12452 SE 141st Circle	Ocklawaha	32179
Mobile Home Parks	Mobile Home Park	Tall Timbers	14575 NE 21st Street	Silver Springs	34488
Mobile Home Parks	Mobile Home Park	Lake Waldena	13582 Hwy 40	Silver Springs	34488
Mobile Home Parks	Mobile Home Park	Golden Meadows Mobile Home Park	3173 SE 95th Street	Ocala	34480
Mobile Home Parks	Mobile Home Park	Dunnellon Square M.H. Community, LLC	20451 Powell Road	Dunnellon	34431
Mobile Home Parks	Mobile Home Park	Country Estates of Ocala	901 NE 95th Street	Ocala	34479
Mobile Home Parks	Mobile Home Park	Ocklawaha 314 LLC	5900 S Hwy 314-A	Ocklawaha	32179
Mobile Home Parks	Mobile Home Park	Holiday Trav-L-Park	4001 W Silver Springs Boulevard	Ocala	34482
Mobile Home Parks	Recreational Camp	Camp Kiwanis	19300 NE 3rd Street	Silver Springs	34488
Mobile Home Parks	Recreational Camp	Camp Sonlight	16989 SE 58th Avenue	Summerfield	34491
Mobile Home Parks	Recreational Camp	The Retreat	6455 E Silver Springs Boulevard	Silver Springs	34488
Mobile Home Parks	Recreational Camp	Camp SoZo	19186 NE 13 Street	Silver Springs	34488

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Mobile Home Parks	Recreational Camp	Ocala Conservation Center	7325 NE 170th Avenue	Silver Springs	34488
Mobile Home Parks	Recreational Camp	Florida Elks Youth Camp	24175 SE Hwy 450	Umatilla	32784
Mobile Home Parks	Recreational Camp	United Pentecostal Campground	5011 NW Gainesville Road	Ocala	34475
Mobile Home Parks	Recreational Camp	Young Life Southwind Camp	18115 SE 95 St Road	Ocklawaha	32179
Mobile Home Parks	Recreational Vehicle Park	Salt Springs Resort	14190 NE 253 Court Road	Salt Springs	32134
Mobile Home Parks	Recreational Vehicle Park	Ben's Hitching Post Campground L.C.	2440 NE 115 Avenue	Silver Springs	34488
Mobile Home Parks	Recreational Vehicle Park	Cactus Jack's R V Park	23740 NE Hwy 314	Salt Springs	32134
Mobile Home Parks	Recreational Vehicle Park	Grand Lake RV & Golf Resort	18545 NW 45th Avenue Road	Citra	32113
Mobile Home Parks	Recreational Vehicle Park	Wilderness RV Park Estates	10313 E Hwy 40	Silver Springs	34488
Mobile Home Parks	Recreational Vehicle Park	Silver Springs Manor & RV Park	5401 NE Silver Springs Boulevard	Silver Springs	34488
Mobile Home Parks	Recreational Vehicle Park	Whispering Pines RV Park	1700 NE 115th Avenue	Silver Springs	34488
Mobile Home Parks	Recreational Vehicle Park	Lake Ocklawaha R V Park	15991 NE 243rd Pl Road	Fort Mc Coy	32134
Mobile Home Parks	Recreational Vehicle Park	Wandering Oaks RV Resort	1860 W Hwy 326	Ocala	34475
Mobile Home Parks	Recreational Vehicle Park	Oak Tree Village	4039 NW Blitchton Road	Ocala	34475
Mobile Home Parks	Recreational Vehicle Park	Ocala Forest R V Park	26301 SE Hwy 42	Umatilla	32784
Mobile Home Parks	Recreational Vehicle Park	Ocala RV - Camp Resort	3200 SW 38 Avenue	Ocala	34474
Mobile Home Parks	Recreational Vehicle Park	Golden Pond Village R V Resort	3233 SE 110 Street	Ocala	34480
Mobile Home Parks	Recreational Vehicle Park	Rainbow Springs State Park Camp Ground	18185 SW 94 Street	Dunnellon	34430
Mobile Home Parks	Recreational Vehicle Park	Silver Oaks Campground	10366 S Hwy 441	Belleview	34420
Mobile Home Parks	Recreational Vehicle Park	Southern Sun M H & R V Park	11665 SE 69th Terrace	Belleview	34420
Mobile Home Parks	Recreational Vehicle Park	The Springs R V Resort	2950 NE 52 Court	Silver Springs	34488
Mobile Home Parks	Recreational Vehicle Park	Southern Oaks RV Resort	14140 SE Hwy 441	Summerfield	34491
Mobile Home Parks	Recreational Vehicle Park	Waters Edge Oaks	701 W Hwy 318	Citra	32113
Mobile Home Parks	Recreational Vehicle Park	Silver Springs State Park	1425 NE 58th Avenue	Silver Springs	34488
Mobile Home Parks	Recreational Vehicle Park	Greenways & Trails/Ross Prairie TH/RV Pk	10660 SW Hwy 200	Dunnellon	34431
Mobile Home	Recreational	Greenways &	3080 SE 80th	Ocala	34480

ProgramNam	ProgramSub	CompanyNam	CompleteSt	CITY	ZIP_CODE
Parks	Vehicle Park	Trails/Santos RV Park	Street		
Mobile Home Parks	Recreational Vehicle Park	Young Life Southwind	18080 SE 95th Street Road	Ocklawaha	32179
Mobile Home Parks	Recreational Vehicle Park	Ocala North RV Resort	16905 NW Hwy 225	Reddick	32686
Mobile Home Parks	Recreational Vehicle Park	Ocala Sun RV Resort	2559 SW Hwy 484	Ocala	34473
Mobile Home Parks	Recreational Vehicle Park	Mercy Inn & RV Park	3601 W Silver Springs Boulevard	Ocala	34475
Mobile Home Parks	Recreational Vehicle Park	Orange Blossom Motel & RV Park	17575 N Hwy 301	Citra	32113
Mobile Home Parks	Recreational Vehicle Park	Sunshine Properties 1, LLC	19170 N Hwy 441	Reddick	32686
Mobile Home Parks	Recreational Vehicle Park	Wild Frontier RV Resort LLC	3101 NW 16th Avenue	Ocala	34475
Mobile Home Parks	Recreational Vehicle Park	Robins Nest RV Park LP	13400 NE 1st Street Road	Silver Springs	34488
Mobile Home Parks	Recreational Vehicle Park	Sunkissed Village RV Resort	14330 S Hwy 441	Summerfield	34491
Mobile Home Parks	Recreational Vehicle Park	Citra Royal Palm RV Park	19410 N Hwy 301	Citra	32113

Public Water Supply on Marion County Jurisdiction

PWS_STATUS	PWS_NAME	PWS_ADDRES	PWS_CITY	PWS_ZIP5
ACTIVE	MARION COUNTY TRACK AND CARD ROOM	17996 US HWY 301	SUMMERFIELD	34491
ACTIVE	IMMANUEL BAPTIST CHURCH	8015 SE 180TH STREET	OXFORD	34484
ACTIVE	MARION COUNTY TRACK AND CARD ROOM	17996 US HWY 301	SUMMERFIELD	34491
ACTIVE	EAST SIDE CONSOLIDATED	11800 SOUTH HIGHWAY 441	BELLEVIEW	34420
ACTIVE	EAST SIDE CONSOLIDATED	11800 SOUTH HIGHWAY 441	BELLEVIEW	34420
ACTIVE	WILD GOOSE FARMS II	17951 SE HWY 452	UMATILLA	32784
ACTIVE	COUNTY LINE SMOKE HOUSE	17474 SOUTH HIGHWAY 25	WEIRSDALE	32695
ACTIVE	EAST SIDE CONSOLIDATED	11800 SOUTH HIGHWAY 441	BELLEVIEW	34420
ACTIVE	WEST SIDE CONSOLIDATED	11800 S HWY 441	BELLEVIEW	34420
ACTIVE	EAST SIDE CONSOLIDATED	11800 SOUTH HIGHWAY 441	BELLEVIEW	34420
ACTIVE	EAST SIDE CONSOLIDATED	11800 SOUTH HIGHWAY 441	BELLEVIEW	34420
ACTIVE	WEST SIDE CONSOLIDATED	11800 S HWY 441	BELLEVIEW	34420
ACTIVE	SHADY ACRES MOBILE HOME PARK	16901 SE HWY 301	SUMMERFIELD	34491
ACTIVE	EAST SIDE CONSOLIDATED	11800 SOUTH HIGHWAY 441	BELLEVIEW	34420
ACTIVE	DALLAS INN, INC	16860 S US HIGHWAY 301	SUMMERFIELD	34491
ACTIVE	EAST SIDE CONSOLIDATED	11800 SOUTH HIGHWAY 441	BELLEVIEW	34420
ACTIVE	PARADISE MHP	16901 SE HWY 301	SUMMERFIELD	34491
ACTIVE	SUMMERFIELD OAKS MHP	16700 U.S. 301	SUMMERFIELD	34491
ACTIVE	CAMP SONLIGHT	16989 SE 58TH AVE	SUMMERFIELD	34491
ACTIVE	FLORIDA ELKS YOUTH CAMP	24175 SE HIGHWAY 450	UMATILLA	32784

ACTIVE	FLORIDA ELKS YOUTH CAMP	24175 SE HIGHWAY 450	UMATILLA	32784
ACTIVE	CREOLE 21	16580 SOUTH HIGHWAY 475	SUMMERFIELD	34491
ACTIVE	DOLLAR GENERAL-SUMMERFIELD 12865	16630 U.S. HIGHWAY 301	SUMMERFIELD	34479
ACTIVE	HILLTOP ESTATES MHP S/D	16750 SE 96TH AVE	SUMMERFIELD	34492
ACTIVE	HILLTOP ESTATES MHP S/D	16750 SE 96TH AVE	SUMMERFIELD	34492
ACTIVE	SANDY ACRES	24901 SE COUNTY HWY 42	UMATILLA	32784
ACTIVE	SANDY ACRES	24901 SE COUNTY HWY 42	UMATILLA	32784
ACTIVE	PEDRO GROCERY	16460 SE COUNTY ROAD 475	SUMMERFIELD	34491
ACTIVE	ARTMAN COUNTRY SMOKEHOUSE	6900 SE HWY 42	SUMMERFIELD	34491
ACTIVE	DJ & GINA'S LOUNGE	16535 SE 99TH AVENUE	SUMMERFIELD	34491
ACTIVE	FAMILY DOLLAR-SUMMERFIELD	9850 SE HIGHWAY 42	SUMMERFIELD	34492
ACTIVE	SUMMERFIELD QWIK KING FOOD STORE	16481 SE US HIGHWAY 301	SUMMERFIELD	34491
ACTIVE	DRAGON FLOWER WINERY	11025 SE HIGHWAY 42	SUMMERFIELD	34491
ACTIVE	ORANGE BLOSSOM OPRY	13939 SE HWY 42	WEIRSDALE	32195
ACTIVE	STUMPKNOCKERS	13821 SW HWY 200	DUNNELLON	34432
ACTIVE	HOPE LUTHERAN CHURCH - LAKE WEIR	10495 SE SUNSET HARBOR ROAD	SUMMERFIELD	34491
ACTIVE	SUNSET HARBOR WATER SYSTEM	15845 SE 105TH TERRACE	SUMMERFIELD	34491
ACTIVE	JAY D BIRDS	19240 SE HWY 42	WEIRSDALE	32195
ACTIVE	NEW BETHEL COMM. CHURCH(TRI-COUNTY WORS)	8780 SE 157TH PLACE	SUMMERFIELD	34491
ACTIVE	NELSON'S FISH CAMP	19400 SE HWY 42	UMATILLA	32784
ACTIVE	WEST SIDE CONSOLIDATED	11800 S HWY 441	BELLEVIEW	34420
ACTIVE	CAFE LUCIA	10333 SUNSET HARBOR ROAD 47THPLACE	SUMMERFIELD	34491

ACTIVE	WEST SIDE CONSOLIDATED	11800 S HWY 441	BELLEVIEW	34420
ACTIVE	BUCK N DOES LLC	21075 SE HIGHWAY 42	UMATILLA	32784
ACTIVE	THE CONGREGATIONAL CHURCH SUMMERFIELD	15421 SOUTH US HIGHWAY 301	SUMMERFIELD	34492
ACTIVE	OCALA FOREST CAMPGROUND	26301 SE HIGHWAY 42	UMATILLA	32784
ACTIVE	ORANGE BLOSSOM HILLS COMM.CTR.	9230 SE 154TH ST.	SUMMERFIELD	34491
ACTIVE	CHRIST LUTHERAN CHURCH	P.O. BOX 693	SUMMERFIELD	34492
ACTIVE	LAKE WEIR MIDDLE SCHOOL	10220 SE SUNSET HARBOR RD.	SUMMERFIELD	34491
ACTIVE	LAKE WEIR MIDDLE SCHOOL	10220 SE SUNSET HARBOR RD.	SUMMERFIELD	34491
ACTIVE	WEST SIDE CONSOLIDATED	11800 S HWY 441	BELLEVIEW	34420
ACTIVE	WEST SIDE CONSOLIDATED	11800 S HWY 441	BELLEVIEW	34420
ACTIVE	DOLLAR GENERAL STORE #10389	15090 SOUTH US 441	SUMMERFIELD	34491
ACTIVE	COMMUNITY HARVEST BAPTIST CHURCH	14915 SE 36TH AVE, SUMMERFIELD, FL 34491	SUMMERFIELD	34492
ACTIVE	THE ANCHOR	10135 SE SUNSET HARBOR RD	SUMMERFIELD	34491
ACTIVE	HARBOUR VIEW ELEMENTARY	8445 SE 147TH PL	SUMMERFIELD	34491
ACTIVE	FIRST BAPTIST CHURCH OF SUMMERFIELD	14550 SE 65TH CT	SUMMERFIELD	34492
ACTIVE	EVANGELICAL BIBLE MISSION	5200 S.E. 145TH STREET	SUMMERFIELD	34492
ACTIVE	HARBOUR VIEW ELEMENTARY	8445 SE 147TH PL	SUMMERFIELD	34491
ACTIVE	LITTLE ORANGE GROCERIES	14501 SE US 301	SUMMERFIELD	34491
ACTIVE	LITTLE LAKE WEIR SUBDIVISION	9049 SE 144TH LN	SUMMERFIELD	34420
ACTIVE	LITTLE LAKE WEIR SUBDIVISION	9049 SE 144TH LN	SUMMERFIELD	34420
ACTIVE	WEST SIDE CONSOLIDATED	11800 S HWY 441	BELLEVIEW	34420

ACTIVE	BELLEVIEW HILLS ESTATES	5918 SE 140TH PLACE	SUMMERFIELD	34420
ACTIVE	BELLEVIEW HILLS ESTATES	5918 SE 140TH PLACE	SUMMERFIELD	34420
ACTIVE	FAIRFAX HILLS SUBDIVISION	14145 SE 45TH COURT	SUMMERFIELD	34470
ACTIVE	FAIRFAX HILLS SUBDIVISION	14145 SE 45TH COURT	SUMMERFIELD	34470
ACTIVE	SPRUCE CREEK PRESERVE	11272 SW 136TH PLACE	DUNNELLON	34432
ACTIVE	SPRUCE CREEK PRESERVE	11272 SW 136TH PLACE	DUNNELLON	34432
ACTIVE	SPRUCE CREEK PRESERVE	11272 SW 136TH PLACE	DUNNELLON	34432
ACTIVE	MARION HILLS	5032 SE 140TH ST.	SUMMERFIELD	34470
ACTIVE	SPRUCE CREEK PRESERVE	11272 SW 136TH PLACE	DUNNELLON	34432
ACTIVE	THE WOODS BAR & GRILL LLC	20290 SE 142ND PLACE	UMATILLA	32784
ACTIVE	HIGH HOPES MOBILE HOME PARK	SE 139TH STREET	SUMMERFIELD	34492
ACTIVE	WEST SIDE CONSOLIDATED	11800 S HWY 441	BELLEVIEW	34420
ACTIVE	MIDWAY PLAZA	13685 S. HIGHWAY 441	BELLEVIEW	34420
ACTIVE	L&E GROCERY	1250 SOUTHEAST HIGHWAY 484	OCALA	34476
ACTIVE	QUICK KING #5	3620 CR 484	BELLEVIEW	34420
ACTIVE	QUICK KING #11	1350 SE HWY 484	OCALA	34480
ACTIVE	FLORIDA TANK AND EQUIPMENT	1950 S.E. HWY 484	SUMMERFIELD	34491
ACTIVE	QUICK KING #18	13491 SE CR 484	BELLEVIEW	34420
ACTIVE	TRI-COUNTY UNITARIAN UNIVERSALISTS FL	7280 SE 135TH STREET	SUMMERFIELD	34491
ACTIVE	EAST SIDE CONSOLIDATED	11800 SOUTH HIGHWAY 441	BELLEVIEW	34420
ACTIVE	EAST SIDE CONSOLIDATED	11800 SOUTH HIGHWAY 441	BELLEVIEW	34420
ACTIVE	DOLLAR GENERAL #13082	13415 SE 47TH AVENUE	BELLEVIEW	34491
ACTIVE	SUMMERFIELD PINES	8010 SE 131ST PL	SUMMERFIELD	32691
ACTIVE	ABC ACADEMY OF BELLEVIEW	13160 SE COUNTY HIGHWAY 484	BELLEVIEW	34420

ACTIVE	TROPICANA VILLAGE SUBDIVISION	SE 47TH AVE AND SE 132ND PLACE	BELLEVIEW	34420
ACTIVE	TURNING POINTE ESTATES	13001 SW 3RD COURT	OCALA	34473
ACTIVE	TURNING POINTE ESTATES	13001 SW 3RD COURT	OCALA	34473
ACTIVE	SUNLIGHT ACRES SUBDIVISION	SE 32ND CT	BELLEVIEW	34420
ACTIVE	BELLEVIEW WARD MEETINGHOUSE	12975 SE 55TH AVENUE RD	BELLEVIEW	34420
ACTIVE	MARKET OF MARION	12888 SE US HWY 441	BELLEVIEW	34420
ACTIVE	MARKET OF MARION	12888 SE US HWY 441	BELLEVIEW	34420
ACTIVE	ROSS PRAIRIE TRAILHEAD PARK	CR 484 & SR 200	OCALA	34481
ACTIVE	49TH AVE TRAILHEAD OCALA	12555 SOUTHWEST 49TH AVE	OCALA	34476
ACTIVE	ON THE LAKE PARK	11701 SE HIGHWAY 25	OCKLAWAHA	34479
ACTIVE	ON THE LAKE PARK	11701 SE HIGHWAY 25	OCKLAWAHA	34479
ACTIVE	ALFIES IRISH PUB & RESTAURANT	11677 SE HIGHWAY 25	OCKLAWAHA	32179
ACTIVE	TALL PINES PARK	11565 E HIGHWAY 25	OCKLAWAHA	32179
ACTIVE	OCKLAWAHA WATER WORKS (2 WTPS)	SR 464 & CR 25	OCKLAWAHA	34420
ACTIVE	HILLTOP AT LAKE WEIR	SE 125TH PL CR 25	BELLEVIEW	34420
ACTIVE	HILLTOP AT LAKE WEIR	SE 125TH PL CR 25	BELLEVIEW	34420
ACTIVE	FIRST HAITIAN BAPTIST CHURCH	12410 HWY 301	BELLEVIEW	34421
ACTIVE	OCKLAWAHA WATER WORKS (2 WTPS)	SR 464 & CR 25	OCKLAWAHA	34420
ACTIVE	EL FARO ASSEMBLY OF GOD	12273 SOUTH HIGHWAY 301	BELLEVIEW	34420
ACTIVE	USDA/DOE LAKE RECREATION AREA	20220 SE 172 W ST RD	UMATILLA	32784
ACTIVE	WHISPERING OAKS MHP	6787 SE 125TH ST	BELLEVIEW	34420
ACTIVE	WHISPERING OAKS MHP	6787 SE 125TH ST	BELLEVIEW	34420

ACTIVE	COUNTRY WALK	SE 60TH TERR & SE 60TH AVE	BELLEVIEW	34420
ACTIVE	PONDEROSA M.H./SUBDIVISION	12335 SE 126 CT	OKLAWAHA	32670
ACTIVE	PONDEROSA M.H./SUBDIVISION	12335 SE 126 CT	OKLAWAHA	32670
ACTIVE	SACRED FIRE MINISTRIES, INC	12226 HWY 301	BELLEVIEW	34420
ACTIVE	EAST SIDE CONSOLIDATED	11800 SOUTH HIGHWAY 441	BELLEVIEW	34420
ACTIVE	EAST SIDE CONSOLIDATED	11800 SOUTH HIGHWAY 441	BELLEVIEW	34420
ACTIVE	EAST SIDE CONSOLIDATED	11800 SOUTH HIGHWAY 441	BELLEVIEW	34420
ACTIVE	BELLEVIEW FOOD STORE LLC	10015 SE HWY 25	BELLEVIEW	34420
ACTIVE	THE HARBOR HOUSE AT OCALA	12080 SOUTHWEST HIGHWAY 484	DUNELLON	34432
ACTIVE	CHRISTIAN LIFE ASSEMBLY OF GOD	9644 HWY 484	OCALA	34478
ACTIVE	SMITH LAKE SHORES VILLAGE	9701 E HWY 25 LOT # 274	BELLEVIEW	34420
ACTIVE	SMITH LAKE SHORES VILLAGE	9701 E HWY 25 LOT # 274	BELLEVIEW	34420
ACTIVE	GRAND VIEW CHURCH	12401 SW HWY 484	DUNNELLON	34430
ACTIVE	OPTIMALMED	10461 SW HIGHWAY 484	DUNNELLON	34432
ACTIVE	THE EQUESTRIAN GRILL	10155 SW HWY 484	DUNNELLON	34432
ACTIVE	EPISCOPAL CHURCH OF ADVENT	11251 SW HWY 484	DUNNELLON	34432
ACTIVE	GOOD TIME LOUNGE	8921 SE HIGHWAY 25	BELLEVIEW	32620
ACTIVE	F.O.E. EAGLE'S CLUB #4251	8380 SE CR 25	BELLEVIEW	34420
ACTIVE	WEST SIDE CONSOLIDATED	11800 S HWY 441	BELLEVIEW	34420
ACTIVE	FLORIDA HORSE PARK	11008 SOUTH HIGHWAY 475	OCALA	34480
ACTIVE	BELLEVIEW OAKS ESTATES	CR25A & SE 76TH AVE.	BELLEVIEW	32620
ACTIVE	DUNNELLON AIRPORT	15070 SW 111TH STREET	DUNNELLON	34432
ACTIVE	DUNNELLON AIRPORT	15070 SW 111TH STREET	DUNNELLON	34432

ACTIVE	WEST SIDE CONSOLIDATED	11800 S HWY 441	BELLEVIEW	34420
ACTIVE	LANDBRIDGE TRAILHEAD PARK	CR475 A	OCALA	34471
ACTIVE	W 200 BUSINESS CENTER/V.F.W.	9311 SW SR 200	OCALA	34474
ACTIVE	BELLEVIEW PLAYLAND DAYCARE	7300 E HIGHWAY 25	BELLEVIEW	34420
ACTIVE	HIERS-BAXLEY FUNERAL SERVICES	9695 SW 110TH STREET	OCALA	34470
ACTIVE	SPRUCE CREEK NORTH	10994 SOUTHWEST 65TH AVE	OCALA	34476
ACTIVE	SPRUCE CREEK NORTH	10994 SOUTHWEST 65TH AVE	OCALA	34476
ACTIVE	RIO VISTA (2 WPS)	18765 SW 108TH PLACE	DUNNELLON	34432
ACTIVE	WEST SIDE CONSOLIDATED	11800 S HWY 441	BELLEVIEW	34420
ACTIVE	WEST MARION MOOSE LODGE #2356	10411 SW 110TH STREET	DUNNELLON	34432
ACTIVE	WEST SIDE CONSOLIDATED	11800 S HWY 441	BELLEVIEW	34420
ACTIVE	DOLLAR GENERAL - BELLEVIEW 13253	7120 E HIGHWAY 25	BELLEVIEW	34420
ACTIVE	WEST SIDE CONSOLIDATED	11800 S HWY 441	BELLEVIEW	34420
ACTIVE	GOLDEN POND VILLAGE MHP	2805 SE 110TH ST	OCALA	34480
ACTIVE	GOLDEN POND RV PARK	3233 SE 110TH ST	OCALA	34480
ACTIVE	QUAIL RUN SUBDIVISION	1878 SW 107TH PLACE	BELLVIEW	34476
ACTIVE	RIO VISTA (2 WPS)	18765 SW 108TH PLACE	DUNNELLON	34432
ACTIVE	WEST SIDE CONSOLIDATED	11800 S HWY 441	BELLEVIEW	34420
ACTIVE	OCALA WEST UNITED METH. CHURCH	9330 S.W.105TH STREET	OCALA	34481
ACTIVE	OAK BEND MHP	10620 SOUTHWEST 27TH AVENUE	OCALA	34476
ACTIVE	OAK BEND MHP	10620 SOUTHWEST 27TH AVENUE	OCALA	34476

ACTIVE	HAWKS POINT SUBDIVISION	4296 SE 107 LANE	BELLEVIEW	34480
ACTIVE	HAWKS POINT SUBDIVISION	4296 SE 107 LANE	BELLEVIEW	34480
ACTIVE	PLAZA #26	8820 SW HIGHWAY 200	OCALA	34481
ACTIVE	DIVINE PROVIDENCE MINISTRIES	8820 SW SR 200	OCALA	34474
ACTIVE	QUICK KING # 22	8955 SW HWY 200	OCALA	34481
ACTIVE	WEST SIDE CONSOLIDATED	11800 S HWY 441	BELLEVIEW	34420
ACTIVE	WOODS AND MEADOWS	10400 SW 73RD AVE	OCALA	34470
ACTIVE	WOODS AND MEADOWS	10400 SW 73RD AVE	OCALA	34470
ACTIVE	RAINBOW SPRINGS VILLAGE CHURCH	20222 SW 102ND ST RD	DUNNELLON	34431
ACTIVE	103RD STREET PLAZA	8602 SW HIGHWAY 200	OCALA	34481
ACTIVE	WEST SIDE CONSOLIDATED	11800 S HWY 441	BELLEVIEW	34420
ACTIVE	WEST SIDE CONSOLIDATED	11800 S HWY 441	BELLEVIEW	34420
ACTIVE	WEST SIDE CONSOLIDATED	11800 S HWY 441	BELLEVIEW	34420
ACTIVE	DUNNELLON HIGH/ELEM SCHOOL	10055 SW 180TH AVE RD	DUNNELLON	34474
ACTIVE	DUNNELLON HIGH/ELEM SCHOOL	10055 SW 180TH AVE RD	DUNNELLON	34474
ACTIVE	SILVER SPRINGS SHORES VFW POST#4493	11100 CR 464	CANDLER	32111
ACTIVE	DUNNELLON HIGH/ELEM SCHOOL	10055 SW 180TH AVE RD	DUNNELLON	34474
ACTIVE	TOWNLEY MANUFACTURING COMPANY	10551 S E 110TH ST RD	CANDLER	32624
ACTIVE	IMMACULATE HEART OF MARY CHURCH	10670 SE MARICAMP RD	OCALA	34472
ACTIVE	SATEKE VILLAGE	10021 SOUTH WEST 182 ND CIRCLE	OCALA	34478
ACTIVE	ON TOP OF THE WORLD	8445 SW 80TH STRET SUITE 3	OCALA	34481
ACTIVE	ON TOP OF THE WORLD	8445 SW 80TH STRET SUITE 3	OCALA	34481

ACTIVE	ON TOP OF THE WORLD	8445 SW 80TH STRET SUITE 3	OCALA	34481
ACTIVE	ON TOP OF THE WORLD	8445 SW 80TH STRET SUITE 3	OCALA	34481
ACTIVE	MEDICAL PARK WEST	8150 SW STATE ROAD 200	OCALA	34481
ACTIVE	MCDONALDS AT SR 200	8240 SW SR 200	OCALA	34481
ACTIVE	K.P. HOLE PARK	9435 SW 190TH AVE RD	DUNNELLON	34430
ACTIVE	MOSS BLUFF REC. AREA	CR 464C AND SE 96TH LANE	MOSS BLUFF	32077
ACTIVE	DUCKS DAM DINER	9748 SE C-464	OCKLAWAHA	32179
ACTIVE	BELLEVIEW SANTOS ELEM. SCHOOL	9600 SE US HWY 441	BELLEVIEW	34420
ACTIVE	BELLEVIEW SANTOS ELEM. SCHOOL	9600 SE US HWY 441	BELLEVIEW	34420
ACTIVE	RAINBOW SPRINGS CC ESTATES	9305 SW 196 AVE RD.	DUNNELLON	34432
ACTIVE	RAINBOW SPRINGS CC ESTATES	9305 SW 196 AVE RD.	DUNNELLON	34432
ACTIVE	RAINBOW SPRINGS CAMPGROUND	18185 SW 94TH STREET	DUNNELLON	34432
ACTIVE	RAINBOW SPRINGS CAMPGROUND	18185 SW 94TH STREET	DUNNELLON	34432
ACTIVE	QUICK KING #7	9470 S US HWY 441	OCALA	34420
ACTIVE	MEMORIAL BAPTIST CHURCH	3693 SE 95TH STREET	OCALA	34480
ACTIVE	COUNTRYSIDE PRESBYTERIAN CHURCH	7768 SW HWY 200	OCALA	34476
ACTIVE	YOUNG LIFE SOUTHWIND	18115 SE 95TH ST RD	OCKLAWAHA	32179
ACTIVE	YOUNG LIFE SOUTHWIND	18115 SE 95TH ST RD	OCKLAWAHA	32179
ACTIVE	WHIMCYCLE HIDEAWAY RESORT AT SANTOS	3085 SE 95TH STREET	OCALA	34480
ACTIVE	LEIGHTON ESTATES UTILITIES, LLC	3130 SW 93RD STREET ROAD	OCALA	34476
ACTIVE	FRONTIER PLAZA	9360 US HWY 441 SOUTH	OCALA	34480
ACTIVE	RAINBOW SPRINGS CC ESTATES	9305 SW 196 AVE RD.	DUNNELLON	34432
ACTIVE	SHADY GROVE BAPTIST CHURCH	9225 SW 27TH AVENUE	OCALA	34476

ACTIVE	CIRCLE SQUARE CENTER	7651 SW HIGHWAY 200	OCALA	34474
ACTIVE	SHADY ROAD VILLAS TRAILER PARK	9100 SW 27TH AVE	OCALA	34476
ACTIVE	EAST SIDE CONSOLIDATED	11800 SOUTH HIGHWAY 441	BELLEVIEW	34420
ACTIVE	EAST SIDE CONSOLIDATED	11800 SOUTH HIGHWAY 441	BELLEVIEW	34420
ACTIVE	DOLLAR GENERAL # 15605	9440 SE HIGHWAY 464C	OCKLAWAHA	32179
ACTIVE	FINSBURY PARK	16547 SE 95TH STREET ROAD	OCAKLAWAHA	32179
ACTIVE	NOWHERE LOUNGE	8970 SW 27TH AVE	OCALA	34476
ACTIVE	PADDOCK PARK SOUTH MHP	8880 SW 27TH AVE	OCALA	34476
ACTIVE	PADDOCK PARK SOUTH MHP	8880 SW 27TH AVE	OCALA	34476
ACTIVE	MARIE'S MHP	8900 S US HWY 441	OCALA	34480
ACTIVE	SERENITY OAK	2790 SW 87TH PLACE	OCALA	34476
ACTIVE	DOT REST AREA SB, MARION COUNTY	SOUTHBOUND I-75 NEAR EXIT 341	OCALA	32671
ACTIVE	WALDBUSSER'S	SE183 AV & SE 90 ST	OKLAWAHA	32670
ACTIVE	WALDBUSSER'S	SE183 AV & SE 90 ST	OKLAWAHA	32670
ACTIVE	GOOD SHEPHERD PRESBYTERIAN CHURCH	151 SW 87TH PLACE	OCALA	34476
ACTIVE	S&B COST CUTTER STORE	8665 S MAGNOLIA AVE	OCALA	34476
ACTIVE	DEER CREEK MOBILE HOME S/D	SW 67TH TERRANCE SOUTHWEST 85TH PLACE	OCALA	34470
ACTIVE	WEST SIDE CONSOLIDATED	11800 S HWY 441	BELLEVIEW	34420
ACTIVE	WEST SIDE CONSOLIDATED	11800 S HWY 441	BELLEVIEW	34420
ACTIVE	FIRST CONG. CHURCH OF CHRIST	7171 SW HWY 200	OCALA	34476
ACTIVE	RAINBOWS END GOLF CLUB	20650 SW 80TH PLACE RD.	DUNNELLON	34431

ACTIVE	HAZEL GARDENS MOBILE HOME PARK	8390 SW 3RD COURT	OCALA	34476
ACTIVE	RAINBOW SPRINGS STATE PARK	19158 SW 81ST PLACE RD	DUNNELLON	34432
ACTIVE	RAINBOW SPRINGS STATE PARK	19158 SW 81ST PLACE RD	DUNNELLON	34432
ACTIVE	MARION LANDING	SW 65 AVE. & SW 65 AVE. RD.	OCALA	34476
ACTIVE	MARION LANDING	SW 65 AVE. & SW 65 AVE. RD.	OCALA	34476
ACTIVE	ON TOP OF THE WORLD	8445 SW 80TH STRET SUITE 3	OCALA	34481
ACTIVE	WEST SIDE CONSOLIDATED	11800 S HWY 441	BELLEVIEW	34420
ACTIVE	WEST SIDE CONSOLIDATED	11800 S HWY 441	BELLEVIEW	34420
ACTIVE	WEST SIDE CONSOLIDATED	11800 S HWY 441	BELLEVIEW	34420
ACTIVE	ON TOP OF THE WORLD	8445 SW 80TH STRET SUITE 3	OCALA	34481
ACTIVE	THE REFUGE-A HEALING PLACE	14835 SE 85TH ST	OCKLAWAHA	32179
ACTIVE	ON TOP OF THE WORLD	8445 SW 80TH STRET SUITE 3	OCALA	34481
ACTIVE	NE OCALA, LLC	6045 SE 83RD ST.	OCALA	34472
ACTIVE	QUICK KING # 21	6701 SW HWY 200	OCALA	34476
ACTIVE	SANTOS 80TH STREET TRAILHEAD	3080 SE 80TH STREET	OCALA	34470
ACTIVE	SANTOS HISTORIC RECREATION AREA	3260 S. E. 80TH STREET	OCALA	34480
ACTIVE	ST. JOHN THE BAPTIST CATHOLIC CHURCH	7525 S US HWY 41	DUNNELLON	34432
ACTIVE	SANTOS MOBILE VILLA	3085 SE 80TH ST	OCALA	34482
ACTIVE	AMERICAN PANEL CORPORATION	5800 SE 78TH ST	OCALA	34472
ACTIVE	OCALA OAKS MHP LLC	7870 S US HWY 441 AVE	OCALA	32671
ACTIVE	RAINBOW SPRINGS EXPRESS	7400 S US HWY 41	DUNNELLON	34431
ACTIVE	LEGENDARY TRAILS	INTERSECTION OF 73RD ST. AND SE 22ND ST.	OCALA	34480
ACTIVE	QUEEN OF PEACE CATHOLIC CHURCH	6455 SW STATE ROAD 200	OCALA	34476

ACTIVE	COUNTRY CLUB OF OCALA	6823 SE 12TH CIRCLE	OCALA	34470
ACTIVE	SOULS HARBOR CHURCH DUNNELON	7220 S US HW 1	DUNNELLON	34430
ACTIVE	PEACE LUTHERAN CHURCH	7201 S. HWY 41	DUNNELLON	34432
ACTIVE	HORTICULTURAL ARTS & PARK INSTITUTE	S.W. 80TH AVE.	OCALA	34481
ACTIVE	PLANTATION LANDING MHP	7575 US HWY 441 SOUTH	OCALA	34480
ACTIVE	PLANTATION LANDING MHP	7575 US HWY 441 SOUTH	OCALA	34480
ACTIVE	LIVE OAKS MOBILE HOME PARK	3101 SE 73RD ST	OCALA	34480
ACTIVE	DOLLAR GENERAL-OCALA 441 #13613	7080 SOUTH PINE AVENUE	OCALA	34478
ACTIVE	JULIETTE FALLS	6430 SW 180TH CIRCLE	DUNNELLON	34432
ACTIVE	CORNERSTONE OCALA, INC.	3300 SW 66TH STREET	OCALA	34476
ACTIVE	JACK MOBILE HOME PARK	2610 SOUTHEAST 67TH ST	OCALA	34480
ACTIVE	MOSSLEY OAKS MOBILE HOME PARK	6912 SOUTH PINE AVE	OCALA	34480
ACTIVE	JULIETTE FALLS	6430 SW 180TH CIRCLE	DUNNELLON	34432
ACTIVE	HOPE SPRINGS SDA CHURCH	1345 PINE RD	OCALA	34472
ACTIVE	S N FOOD MART	7440 MARICAMP ROAD	OCALA	34472
ACTIVE	WOODS AND LAKES SUBDIVISION	SE 173RD CT & SE 67TH ST	OCKLAWAHA	32179
ACTIVE	WOODS AND LAKES SUBDIVISION	SE 173RD CT & SE 67TH ST	OCKLAWAHA	32179
ACTIVE	RIVERLAND BAPTIST CHURCH	19455 SW 61ST STREET	DUNNELLON	34432
ACTIVE	NOW CHURCH	6405 S. PINE AVE	OCALA	34480
ACTIVE	MOOSE LODGE 2535	6485 SOUTH HIGHWAY 314-A	OCKLAWAHA	32179
ACTIVE	SILVER SPRINGS MOOSE LODGE #1199	7165 SE MARICAMP ROAD	OCALA	34472
ACTIVE	SHADY HILL ELEMENTARY SCHOOL	5959 S MAGNOLIA AVE	OCALA	34471

ACTIVE	SHADY HILL ELEMENTARY SCHOOL	5959 S MAGNOLIA AVE	OCALA	34471
ACTIVE	HOSPICE OF MARION	2897 SE 62ND ST.	OCALA	34478
ACTIVE	EAST SIDE CONSOLIDATED	11800 SOUTH HIGHWAY 441	BELLEVIEW	34420
ACTIVE	EAST SIDE CONSOLIDATED	11800 SOUTH HIGHWAY 441	BELLEVIEW	34420
ACTIVE	THE CENTERS	5664 SOUTHWEST 60TH AVENUE	OCALA	34474
ACTIVE	THE CENTERS	5664 SOUTHWEST 60TH AVENUE	OCALA	34474
ACTIVE	DUFFY'S PUB	16620 WEST HIGHWAY 40	OCALA	34481
ACTIVE	WINDING WATERS	5855 SE 183RD AVENUE RD OCKLAWAHA	OCKLAWAHA	34471
ACTIVE	WINDING WATERS	5855 SE 183RD AVENUE RD OCKLAWAHA	OCKLAWAHA	34471
ACTIVE	MCATEER ACRES	5399 SE 15TH CT.	OCALA	34480
ACTIVE	KINDEROO CHILDREN'S ACADEMY	5180 SW 60TH AVE	OCALA	34474
ACTIVE	FLORIDA HEIGHTS S/D	SE 55TH PL & SE 68TH CT	OCALA	34471
ACTIVE	FLORIDA HEIGHTS S/D	SE 55TH PL & SE 68TH CT	OCALA	34471
ACTIVE	RAINBOW LAKES COMMUNITY CENTER AND PARK	4030 RAINBOW LAKES BLVD	DUNNELLON	34430
ACTIVE	CIRCLE K #3916	5201 S. PINE AVE	OCALA	34480
ACTIVE	EAST SIDE CONSOLIDATED	11800 SOUTH HIGHWAY 441	BELLEVIEW	34420
ACTIVE	GFL SOLID WASTE SOUTHEAST LLC	5111 SOUTH PINE AVE	OCALA	34480
ACTIVE	CROSS COUNTRY MOTOR LODGE & TR	5100 S PINE AVE (HWY 441)	OCALA	34480
ACTIVE	EAST SIDE CONSOLIDATED	11800 SOUTH HIGHWAY 441	BELLEVIEW	34420
ACTIVE	EAST SIDE CONSOLIDATED	11800 SOUTH HIGHWAY 441	BELLEVIEW	34420
ACTIVE	EAST SIDE CONSOLIDATED	11800 SOUTH HIGHWAY 441	BELLEVIEW	34420

ACTIVE	RAINBOW LAKES ESTATES	19514 SW RAINBOW LAKES BLVD	DUNNELLON	34431
ACTIVE	RAINBOW LAKES ESTATES	19514 SW RAINBOW LAKES BLVD	DUNNELLON	34431
ACTIVE	RAINBOW LAKES ESTATES	19514 SW RAINBOW LAKES BLVD	DUNNELLON	34431
ACTIVE	COUNTRY OAKS	4541 SW 46 ST	OCALA	34474
ACTIVE	COUNTRY OAKS	4541 SW 46 ST	OCALA	34474
ACTIVE	WINGS OF FAITH FELLOWSHIP	5066 SE 64TH AVE RD	OCALA	34472
ACTIVE	KINGDOM HALL	5221 PECAN RD.	OCALA	34472
ACTIVE	SKATE MANIA	5461 SE MARICAMP	OCALA	34480
ACTIVE	ROMEO ELEMENTARY SCHOOL	19550 SW 36TH ST (OFF US 41)	DUNNELLON	34431
ACTIVE	ROMEO ELEMENTARY SCHOOL	19550 SW 36TH ST (OFF US 41)	DUNNELLON	34431
ACTIVE	OAK CREEK CAVERNS	CR 475 A & SW 20TH AVE	OCALA	34470
ACTIVE	LIBRA OAKS	3600 SW 46TH AVENUE	OCALA	34470
ACTIVE	N. DUNNELLON JEHOVAH WITNESSES	19565 SW 36TH ST, 1/2 MILE WEST OF SR 41	DUNNELLON	34431
ACTIVE	GREENFIELDS/INDIAN PINES	5390 S.E. 38TH ST.	OCALA	34471
ACTIVE	GREENFIELDS/INDIAN PINES	5390 S.E. 38TH ST.	OCALA	34471
ACTIVE	NEW JERUSALEM BAPTIST CHURCH	9010 SW 34TH PLACE	OCALA	34481
ACTIVE	CEDAR HILLS	SE 33RD CT & SE 35TH ST	OCALA	34470
ACTIVE	CEDAR HILLS	SE 33RD CT & SE 35TH ST	OCALA	34470
ACTIVE	OCALA EQUESTRIAN DOLLAR GENERAL STORE	14140 WEST HIGHWAY 40	OCALA	34481
ACTIVE	HWY 40 BP # 2 - ISLAND FOOD STORE #303	14055 W HWY 40	OCALA	34474
ACTIVE	OCALA RV CAMP RESORT	3200 S.W.38TH AVENUE	OCALA	34474

ACTIVE	OCALA RV CAMP RESORT	3200 S.W.38TH AVENUE	OCALA	34474
ACTIVE	BUCKHORN BAR INC	3025 N HWY 41	DUNNELLON	34432
ACTIVE	OAK PARK VILLAGE	3253 SE 39TH ST	OCALA	34470
ACTIVE	OAK PARK VILLAGE	3253 SE 39TH ST	OCALA	34470
ACTIVE	WHISPERING SANDS S/D	SE 50TH CT & SE 30TH ST	OCALA	34471
ACTIVE	WHISPERING SANDS S/D	SE 50TH CT & SE 30TH ST	OCALA	34471
ACTIVE	ST GEORGE ANGLICAN CHURCH	5646 S E 28TH STREET	OCALA	34471
ACTIVE	DIAMOND OIL #105	2780 SE 58TH AVE	OCALA	34471
ACTIVE	DOGWOOD ACRES	2450 SW 38TH AVE	OCALA	34474
ACTIVE	DOGWOOD ACRES	2450 SW 38TH AVE	OCALA	34474
ACTIVE	OCALA GARDEN APARTMENTS	SW 7TH AVE RD	OCALA	34470
ACTIVE	OAKHURST SUBDIVISION	20TH STREET AND SE 56TH COURT	OCALA	34471
ACTIVE	PONDEROSA PINES (2 WPS)	CNR SE 185 TERR & SE 20TH PL	SILVER SPRINGS	34488
ACTIVE	ROLLING GREENS VILLAGE	1815 W GLENN EAGLES ROAD	OCALA	34472
ACTIVE	PONDEROSA PINES (2 WPS)	CNR SE 185 TERR & SE 20TH PL	SILVER SPRINGS	34488
ACTIVE	SILVER SPRINGS WOODS/VILLAGE	SR 40 & 178TH AVENUE	SILVER SPRINGS	34488
ACTIVE	SILVER SPRINGS WOODS/VILLAGE	SR 40 & 178TH AVENUE	SILVER SPRINGS	34488
ACTIVE	EAST SIDE CONSOLIDATED	11800 SOUTH HIGHWAY 441	BELLEVIEW	34420
ACTIVE	EAST SIDE CONSOLIDATED	11800 SOUTH HIGHWAY 441	BELLEVIEW	34420
ACTIVE	PACK A SACK #1	18200 E HWY 40	SILVER SPRINGS	34488
ACTIVE	LENA'S SEAFOOD	18478 E. HIGHWAY 40	SILVER SPRINGS	34488
ACTIVE	GRAND OAKS MHP	1505 SE 174TH CT	SILVER SPRINGS	34488
ACTIVE	FIRE ROCK IRISH PUB	18750 E. HWY 40	SILVER SPRINGS	34488
ACTIVE	MILL DAM MHP, LLC	18975 EAST STATE ROAD 40	SILVER SPRINGS	34488
ACTIVE	MILL DAM MHP, LLC	18975 EAST STATE ROAD 40	SILVER SPRINGS	34488

ACTIVE	THE FALLS OF OCALA	551 S.W. 79TH TERRACE	OCALA	34474
ACTIVE	ROLLING GREENS VILLAGE	1815 W GLENN EAGLES ROAD	OCALA	34472
ACTIVE	CIRCLE K #6070	16991 EAST HIGHWAY 40	SILVER SPRINGS	34488
ACTIVE	FORT KING FOREST	5107 SE 8TH STREET	OCALA	34470
ACTIVE	FORT KING FOREST	5107 SE 8TH STREET	OCALA	34470
ACTIVE	MHP OCALA AIR, LLC	600 S.W. 38TH AVE	OCALA	34474
ACTIVE	ST. JOHNS CHURCH OF COTTON PLANT, INC.	12390 W. HWY. 328	OCALA	34482
ACTIVE	CROSS BONES GRILL	16460 EAST HWY 40 EAST	SILVER SPRINGS	34488
ACTIVE	ADESA-OCALA AUTO AUCTION	540 S.W. 38TH AVE.	OCALA	34474
ACTIVE	ADESA-OCALA AUTO AUCTION	540 S.W. 38TH AVE.	OCALA	34474
ACTIVE	FRATERNAL ORDER OF EAGLES 4216	16270 E. HIGHWAY 40	SILVER SPRINGS	34488
ACTIVE	DOLLAR GENERAL OCALA SR40 NW113	11295 W. SR 40	OCALA	34482
ACTIVE	HWY 40 BP # 1 - ISLAND FOOD STORE #302	11035 WEST C.R. 40	OCALA	34482
ACTIVE	LOOMIS, FARGO &CO.	4482 SW HWY 40	OCALA	34474
ACTIVE	HI-CLIFF ESTATES/SLEEPY HOLLOW	5500 SE 3RD PLACE	OCALA	34470
ACTIVE	HI-CLIFF ESTATES/SLEEPY HOLLOW	5500 SE 3RD PLACE	OCALA	34470
ACTIVE	FOREST CENTER SHOPPING CENTER	15912 SR 40	SILVER SPRINGS	34488
ACTIVE	FOREST CENTER SHOPPING CENTER	15912 SR 40	SILVER SPRINGS	34488
ACTIVE	QUICK KING # 12 (PEPE TIENDA)	7944 SW SR 40	OCALA	34482
ACTIVE	CARRIAGE PLAZA (HUNTER'S RUN)	6847 S.W. SR 40	OCALA	34482
ACTIVE	RCMA LA GUADALUPANA CDC	11153 W. HWY. 40	OCALA	34471

ACTIVE	SHARPES FERRY TRAILHEAD	8282 SE HIGHWAY 314	OCALA	34470
ACTIVE	AMEX FOODS	125 NW 110TH AVE	OCALA	34482
ACTIVE	FOREST GREEN UTILITY SYSTEM	3126 NE 24TH PLACE	OCALA	34470
ACTIVE	CVS #3395	15851 EAST HIGHWAY 40	SILVER SPRINGS	34488
ACTIVE	FOREST GREEN UTILITY SYSTEM	3126 NE 24TH PLACE	OCALA	34470
ACTIVE	SHARPES FERRY MANUFACTURED HOME CMNTY	9901 SE HWY 314	SILVER SPRINGS	34488
ACTIVE	GOLDEN HILLS MHP	7865 WEST HIGHWAY 40	OCALA	34482
ACTIVE	GOLDEN HILLS MHP	7865 WEST HIGHWAY 40	OCALA	34482
ACTIVE	CLASSIC OAKS (HOLIDAY TRAVEL PARK)	255 NW 40TH AVENUE	OCALA	34482
ACTIVE	CLASSIC OAKS (HOLIDAY TRAVEL PARK)	255 NW 40TH AVENUE	OCALA	34482
ACTIVE	OCALA EAST VILLAS	6120 NE 7TH ST	OCALA	34470
ACTIVE	OCALA EAST VILLAS	6120 NE 7TH ST	OCALA	34470
ACTIVE	OCALA EAST VILLAS	6120 NE 7TH ST	OCALA	34470
ACTIVE	OCALA HEIGHTS S/D	190 NE 68TH AVE	OCALA	34470
ACTIVE	OCALA HEIGHTS S/D	190 NE 68TH AVE	OCALA	34470
ACTIVE	CAMP KIWANIS	19300 SE 3RD ST.	SILVER SPRINGS	34488
ACTIVE	FAITH BAPTIST CHURCH	327 N HWY 314-A	SILVER SPRINGS	34488
ACTIVE	ROBIN'S NEST RV PARK	13400 NE 1ST STREET	SILVER SPRINGS	34488
ACTIVE	DIAMOND OIL #104	5790 NE 7TH ST	OCALA	34471
ACTIVE	RIDGE MEADOWS	957 NW 58TH COURT	OCALA	34470
ACTIVE	RIDGE MEADOWS	957 NW 58TH COURT	OCALA	34470
ACTIVE	LAKEVIEW WOODS/TRAILS EAST S/D	13000 E HWY 40	SILVER SPRINGS	34489
ACTIVE	PINE RIDGE ESTATES	4851 NE 10TH ST.	OCALA	34470
ACTIVE	PINE RIDGE ESTATES	4851 NE 10TH ST.	OCALA	34470
ACTIVE	SILVER RIVER STATE PARK CAMPING AREA	1425 NE 58TH AVE	OCALA	34470

ACTIVE	LAKE WALDENA RESORT	13582 E SR 40	SILVER SPRINGS	34488
ACTIVE	LYNN QWIK KING FOOD STORE	14320 EAST HIGHWAY 40	SILVER SPRINGS	34488
ACTIVE	PADGETT INDUSTRIAL PARK	1496 NW 38TH AVE	OCALA	34479
ACTIVE	OCKLAWAHA BRIDGE BAPTIST CHURCH	14100 NE HWY 40	SILVER SPRINGS	34488
ACTIVE	ARROWHEAD CAMPSITES & MHP	1720 NW 38TH COURT	OCALA	34482
ACTIVE	EAST MARION ELEMENTARY SCHOOL	14550 NE 14TH ST RD	SILVER SPRINGS	34488
ACTIVE	EAST MARION ELEMENTARY SCHOOL	14550 NE 14TH ST RD	SILVER SPRINGS	34488
ACTIVE	ARROWHEAD CAMPSITES & MHP	1720 NW 38TH COURT	OCALA	34482
ACTIVE	CAMP SOZO	19186 NE 13TH STREET	SILVER SPRINGS	34488
ACTIVE	WHISPERING PINES RV PARK II	1700 NE 115TH AVE	SILVER SPRINGS	34488
ACTIVE	WHISPERING PINES RV PARK I	1700 NE 115TH AVE	SILVER SPRINGS	34488
ACTIVE	TALL TIMBER TRAVEL TRAILER PARK	14575 NE 21ST STREET	SILVER SPRINGS	34488
ACTIVE	FOXWOOD FARMS	4500 NW BLICHTON RD	OCALA	34482
ACTIVE	TALL TIMBER TRAVEL TRAILER PARK	14575 NE 21ST STREET	SILVER SPRINGS	34488
ACTIVE	FOXWOOD FARMS	4500 NW BLICHTON RD	OCALA	34482
ACTIVE	ASHLEY FARMS	4180 NW 44TH AVENUE	OCALA	34482
ACTIVE	ASHLEY FARMS	4180 NW 44TH AVENUE	OCALA	34482
ACTIVE	SPRINGLAKE VILLAGE	2450 NE 146TH TERRACE	SILVER SPRINGS	34488
ACTIVE	EAST SIDE CONSOLIDATED	11800 SOUTH HIGHWAY 441	BELLEVIEW	34420
ACTIVE	BEN'S HITCHING POST CAMPGROUND	2440 NE 115TH AVE	SILVER SPRINGS	34488
ACTIVE	TABBY'S RESTAURANT	10863 E HIGHWAY 40	SILVER SPRINGS	34488
ACTIVE	DOLLAR GENERAL SILVER SPRINGS CR 314	10789 EAST HIGHWAY 40	SILVER SPRINGS	34488

ACTIVE	WILDERNESS RV PARK ESTATES	10313 E. HIGHWAY 40	SILVER SPRINGS	34488
ACTIVE	KRISHIV FOOD STORE LLC	10777 EAST HWY 40	SILVER SPRINGS	34488
ACTIVE	RAY WAYSIDE PARK (OCALA BOAT BASIN)	9564 NE 28TH LN	SILVER SPRINGS	34488
ACTIVE	THE SPRINGS RV RESORT	2950 NE 52ND COURT	SILVER SPRINGS	32688
ACTIVE	THE SPRINGS RV RESORT	2950 NE 52ND COURT	SILVER SPRINGS	32688
ACTIVE	SWEETWATER OAKS	3151 N.W 44TH AVE (LOT #1)	OCALA	34482
ACTIVE	EAST SIDE CONSOLIDATED	11800 SOUTH HIGHWAY 441	BELLEVIEW	34420
ACTIVE	DEEP WOODS MHP (PKA SILVER SPRINGS MHP)	14551 NE 28TH PLACE	SILVER SPRINGS	34488
ACTIVE	SILOAM BAPTIST CHURCH	12977 NW 35TH ST	OCALA	34482
ACTIVE	GOLDEN OCALA OFFICE COMPLEX	7340 NW US HWY 27	OCALA	34452
ACTIVE	DOLLAR GENERAL OCALA 35 #24102	2040 NE 35TH STREET	OCALA	34470
ACTIVE	THE OAK TREE CHRISTIAN ACADEMY OF OCALA	920 NE 35TH ST	OCALA	34479
ACTIVE	SUN RAY ESTATES	3420 NE 22ND CT	OCALA	34479
ACTIVE	SUN RAY ESTATES	3420 NE 22ND CT	OCALA	34479
ACTIVE	COUNTRY OAKS MHP	1311 NW 35TH ST	OCALA	34478
ACTIVE	DUNN RITE ROOFING	4480 NE 35TH STREET	OCALA	34479
ACTIVE	DIAMOND OIL #103	3511 NE 36TH AVE	OCALA	34470
ACTIVE	PARRETT'S DISCOUNT STORE	3780 NW GAINESVILLE ROAD	OCALA	34475
ACTIVE	SUNCOAST INSULATORS	3790 N. HWY 441	OCALA	34478
ACTIVE	EMIL-MAR SUBDIVISION	NE 22ND & NE 38TH ST	OCALA	34471
ACTIVE	FLOYD CLARK SUBDIVISION	NE 38TH ST.& 14TH AVE.	OCALA	34471
ACTIVE	OCALA OAKS SUBDIVISION (2 WPS)	3900 NE 20TH AVE	OCALA	34470
ACTIVE	OCALA OAKS SUBDIVISION (2 WPS)	3900 NE 20TH AVE	OCALA	34470

ACTIVE	OCALA OAKS SUBDIVISION (2 WPS)	3900 NE 20TH AVE	OCALA	34470
ACTIVE	COMMERCE PARK SUN ESTATES 2	4020 NORTHWEST GAINESVILLE RD	OCALA	34475
ACTIVE	ASHLEY FARMS	4180 NW 44TH AVENUE	OCALA	34482
ACTIVE	ASHLEY FARMS	4180 NW 44TH AVENUE	OCALA	34482
ACTIVE	ASHLEY FARMS	4180 NW 44TH AVENUE	OCALA	34482
ACTIVE	ASHLEY FARMS	4180 NW 44TH AVENUE	OCALA	34482
ACTIVE	WINDGATE ESTATES	42ND ST & NE 5TH TERR	OCALA	34470
ACTIVE	WINDGATE ESTATES	42ND ST & NE 5TH TERR	OCALA	34470
ACTIVE	VOLVO OF OCALA	4150 N. HWY 441	OCALA	34475
ACTIVE	OAK HAVEN QUADRUPLEXES	4224 NW 21ST AVE	OCALA	34475
ACTIVE	STONE OAKS MOBILE HOME PARK	NW 42ND PL	OCALA	34470
ACTIVE	STONE OAKS MOBILE HOME PARK	NW 42ND PL	OCALA	34470
ACTIVE	TRADEWINDS VILLAGE	NE 43 PL & 27TH CT	OCALA	34478
ACTIVE	TRADEWINDS VILLAGE	NE 43 PL & 27TH CT	OCALA	34478
ACTIVE	TRADEWINDS VILLAGE	NE 43 PL & 27TH CT	OCALA	34478
ACTIVE	DESTINY LEADERSHIP ACADEMY	4790 NORTH 441	OCALA	34475
ACTIVE	FORE ACRES	NE 48TH ST & NE 21ST CT	OCALA	34470
ACTIVE	FORE ACRES	NE 48TH ST & NE 21ST CT	OCALA	34470
ACTIVE	FORE ACRES	NE 48TH ST & NE 21ST CT	OCALA	34470
ACTIVE	VFW POST #4209	4805 NE 36TH AVE	OCALA	34479
ACTIVE	GOLDEN HILLS GOLF & TURF WTP	8021 NW 49TH STREET ROAD	OCALA	34475
ACTIVE	GOLDEN HILLS GOLF & TURF WTP	8021 NW 49TH STREET ROAD	OCALA	34475
ACTIVE	JOYCE CORNER STORE	4899 NE JACKSONVILLE RD	OCALA	34470

ACTIVE	SPEEDY FOODS	4881 NE 36TH AVE.	OCALA	34479
ACTIVE	FORE OAKS ESTATES	NE 49TH/2ND AVE/LFT ON NE 51ST	OCALA	34470
ACTIVE	SHADY GROVE MOBILE HOME PARK	5100 NW GAINESVILLE RD	OCALA	34475
ACTIVE	FORE OAKS ESTATES	NE 49TH/2ND AVE/LFT ON NE 51ST	OCALA	34470
ACTIVE	PENTECOSTAL FULL GOSPEL CHURCH	5105 N. US HWY 441	OCALA	34475
ACTIVE	WAR HORSE HARLEY-DAVIDSON	5331 NORTH HIGHWAY 441	OCALA	34475
ACTIVE	NORTH TRANSPORTATION CENTER	5440 NW GAINESVILLE RD	OCALA	34478
ACTIVE	CHAPPELL HILLS	2382 NE 55TH PLACE	OCALA	34470
ACTIVE	ASHLEY HEIGHTS S/D	5580 NE 11TH AVENUE	OCALA	34420
ACTIVE	FELLOWSHIP BAPTIST CHURCH	10500 N. US HWY 27	OCALA	34482
ACTIVE	QUICK KING # 9	10347 NW HWY 27	OCALA	34482
ACTIVE	QUICK KING # 16	5880 NW 44TH AVE.	OCALA	34482
ACTIVE	RING POWER CORP	6200 N HWY 441	OCALA	34475
ACTIVE	OCALA SPRINGS ELEMENTARY	5757 NE 40TH AVE RD	OCALA	34479
ACTIVE	OCALA SPRINGS ELEMENTARY	5757 NE 40TH AVE RD	OCALA	34479
ACTIVE	THE LIFE CENTER CHURCH	4411 N.W. 60TH STREET	OCALA	34482
ACTIVE	AGAPE BAPTIST CHURCH	6200 NW 50TH AVENUE	OCALA	32675
ACTIVE	ELEVEN OAKS SUBDIVISION	BETWEEN NE 60TH LANE AND 63RD STREET.	OCALA	34471
ACTIVE	RCMA KENDRICK CDC	2949 NW 63RD STREET	OCALA	34475
ACTIVE	THE CHURCH TRIUMPHANT INC.	1425 NE 63RD ST	OCALA	34479
ACTIVE	AG-PRO - OCALA	1695 NW 63RD STREET	OCALA	34475
ACTIVE	USDA/SILVER GLENN SPRINGS	5301 HWY 19 NORTH	SALT SPRINGS	32134

ACTIVE	OAK-GRINER BAPTIST CHURCH	6422 NE JACKSONVILLE RD	OCALA	34479
ACTIVE	HARD ROCK CYCLE PARK	6849 NW GAINESVILLE RD.	OCALA	34475
ACTIVE	WANDERING OAKS RV RESORT (2WPS/1POE)	1860 W HWY 326	OCALA	34475
ACTIVE	COMMERCE PARK SUN ESTATES 1	6800 NW GAINESVILLE ROAD	OCALA	34475
ACTIVE	COMMERCE PARK SUN ESTATES 1	6800 NW GAINESVILLE ROAD	OCALA	34475
ACTIVE	LAS MICHELADAS MEXICAN & SEAFOOD	12210 N.W. HWY 27	OCALA	34482
ACTIVE	WANDERING OAKS RV RESORT (2WPS/1POE)	1860 W HWY 326	OCALA	34475
ACTIVE	CIRCLE K #2902	6963 NORTH HWY 441	OCALA	34470
ACTIVE	DOLLAR GENERAL OCALA CR200A	CR200A NE 70TH STREET	OCALA	34479
ACTIVE	CVS STORE NO. 4146	7115 N US HIGHWAY 441	OCALA	34470
ACTIVE	DIAMOND OIL #109	6980 NE JACKSONVILLE RD	OCALA	34479
ACTIVE	CLIFTWOOD MOBILE HOME PARK	7101 WEST ANTHONY ROAD	OCALA	32670
ACTIVE	OAKCREST VILLAS/SUN RESORT	CR 326 & 71ST PL	OCALA	34471
ACTIVE	QUICK KING #2	7000 JACKSONVILLE RD	OCALA	34470
ACTIVE	KUNAL II, LLC (2 WTPS)	NW 49TH AVENUE AND HIGHWAY 326	OCALA	34480
ACTIVE	TRACTOR SUPPLY COMPANY - OCALA N US 441	7351 N US HWY 441	OCALA	34475
ACTIVE	DOLLAR GENERAL STORE #7973	7371 NORTH HIGHWAY 441	OCALA	34475
ACTIVE	GATOR SHELL	4410 C.R. 326	OCALA	34482
ACTIVE	FLORIDA CITRUS CENTER #90	1-75 & 326	OCALA	32686

ACTIVE	PHILLIPS FOOD STORE	6926 W. HWY 326	OCALA	34482
ACTIVE	CIRCLE K #1251	7676 NORTH US HWY 441	OCALA	34475
ACTIVE	GILBERT'S ACE HARDWARE	7777 NW HWY 225A	OCALA	34482
ACTIVE	VILLAGES OF OCALA	711 NE 77TH ST	OCALA	32670
ACTIVE	VILLAGES OF OCALA	711 NE 77TH ST	OCALA	32670
ACTIVE	VILLAGES OF OCALA	711 NE 77TH ST	OCALA	32670
ACTIVE	JOHNSON'S JOURNEY'S END INC	7710 NE JACKSONVILLE RD	OCALA	34479
ACTIVE	PENNEY PARK MHP	1001 NE 77TH ST	OCALA	34479
ACTIVE	OCALA CONSERVATION CENTER/HUNTER ED CAMP	7325 NE 170TH AVENUE	SILVER SPRINGS	34488
ACTIVE	EQUINE MEDICAL CENTER OF OCALA	7107 W. HWY 326	OCALA	34482
ACTIVE	LANDFAIR SUBDIVISION	NE 78TH ST CR 200A	OCALA	34478
ACTIVE	LANDFAIR SUBDIVISION	NE 78TH ST CR 200A	OCALA	34478
ACTIVE	KUNAL II, LLC (2 WTPS)	NW 49TH AVENUE AND HIGHWAY 326	OCALA	34480
ACTIVE	KUNAL II, LLC (2 WTPS)	NW 49TH AVENUE AND HIGHWAY 326	OCALA	34480
ACTIVE	IRISH ACRES	8344 US HIGHWAY 441	OCALA	34475
ACTIVE	IRISH ACRES	8344 US HIGHWAY 441	OCALA	34475
ACTIVE	INDIAN LAKE CAMPGROUND	8675 NE 58TH AVE	ANTHONY	32617
ACTIVE	TRANSFORMATIONS AT MENDING FENCES	15530 COUNNTY ROAD 326	MORRISTON	32668
ACTIVE	BERRETTINI FEED SPECIALISTS	13052 N. HWY 27	OCALA	34482
ACTIVE	FESSENDEN ELEMENTARY SCHOOL	4200 NW 90TH ST.	OCALA	34460
ACTIVE	FESSENDEN ELEMENTARY SCHOOL	4200 NW 90TH ST.	OCALA	34460

ACTIVE	QUICK KING # 19	13051 N US HWY 27	OCALA	32670
ACTIVE	DOLLAR GENERAL OCALA 326-27	13200 WEST HIGHWAY 326	OCALA	34482
ACTIVE	THE BEACH OCALA	13201 WEST HIGHWAY 326	OCALA	34482
ACTIVE	ANTHONY FIRST BAPTIST CHURCH	2551 NE 98TH STREET	ANTHONY	32617
ACTIVE	RCMA ANTHONY DAYCARE	9355 NE JACKSONVILLE RD	ANTHONY	32617
ACTIVE	40 FATHOM GROTTO	9481 NW 115TH AVE	OCALA	34482
ACTIVE	FAMILY DOLLAR-ANTHONY #11210	9450 NE JACKSONVILLE ROAD	ANTHONY	32617
ACTIVE	PAPY'S PLACE	9475 N E JACKSONVILLE RD(200A)	ANTHONY	34417
ACTIVE	QUICK KING #6	9520A JACKSONVILLE RD	ANTHONY	34470
ACTIVE	ANTHONY ELEMENTARY SCHOOL	9501 NE JACKSONVILLE RD	ANTHONY	32617
ACTIVE	ANTHONY ELEMENTARY SCHOOL	9501 NE JACKSONVILLE RD	ANTHONY	32617
ACTIVE	DOLLAR GENERAL ANTHONY #11411	9601 NE JACKSONVILLE ROAD	ANTHONY	32617
ACTIVE	VICTORY MOBILE HOME PARK LLC	9588 N E JACKSONVILLE RD	ANTHONY	32617
ACTIVE	MARTIN MART	9800 NW GAINESVILLE RD	OCALA	34470
ACTIVE	HITS, INC.	13570 NW HWY. 27	OCALA	34482
ACTIVE	FARM SHACK BARBQUE	4111 NW 100 ST	OCALA	34474
ACTIVE	UNITY BAPTIST CHURCH	1300 NE 100TH ST.	ANTHONY	32617
ACTIVE	CRYSTAL SPRINGS MOBILE HOME PARK	13914 NW HWY 27	OCALA	34482
ACTIVE	SILVER SPRINGS YOUTH ACADEMY	10420 NW GAINESVILLE RD	OCALA	34482

ACTIVE	SILVER SPRINGS YOUTH ACADEMY	10420 NW GAINESVILLE RD	OCALA	34482
ACTIVE	LOWELL CORRECTIONAL INSTITUTION ANNEX	10400 NW GAINESVILLE RD	LOWELL	32663
ACTIVE	LOWELL CORRECTIONAL INSTITUTION ANNEX	10400 NW GAINESVILLE RD	LOWELL	32663
ACTIVE	MARION CORRECTIONAL INSTITUTION	3269 NW 105TH STREET	LOWELL	32663
ACTIVE	MARION CORRECTIONAL INSTITUTION	3269 NW 105TH STREET	LOWELL	32663
ACTIVE	FLORIDA STATE FIRE COLLEGE	11655 NW GAINESVILLE RD	OCALA	34482
ACTIVE	LHOIST NORTH AMERICA	11661 NW GAINESVILLE RD	LOWELL	32663
ACTIVE	CIRCLE K #2326	12475 NW GAINESVILLE RD	LOWELL	32663
ACTIVE	NORTH MARION MIDDLE SCHOOL	2085 NW HWY 329	CITRA	32113
ACTIVE	NORTH MARION MIDDLE SCHOOL	2085 NW HWY 329	CITRA	32113
ACTIVE	SHERI OAKS SUBDIVISION	1891 NE 126TH LN	ANTHONY	32617
ACTIVE	VFW POST#10208/SALT SPRINGS	23498 NE HWY 314	SALT SPRINGS	32134
ACTIVE	SPARR FOOD MART	12870 NE JACKSONVILLE ROAD	SPARR	32192
ACTIVE	CIRCLE K #1259	12995 NORTH U.S. HWY 441 (441/301 SPLIT)	OCALA	32637
ACTIVE	DOLLAR GENERAL SPARR #17191	12911 NE JACKSONVILLE RD.	ANTHONY	32617
ACTIVE	CACTUS JACK'S	23740 E. HWY. 314	SALT SPRINGS	32134
ACTIVE	QUICK KING #4	13003 NORTH US HIGHWAY 441	SPARR	32690
ACTIVE	CIRCLE K # 2321	13002 NE JACKSONVILLE RD	SPARR	32192
ACTIVE	NORTH MARION HIGH SCHOOL	151 W HWY 329	CITRA	32113

ACTIVE	NORTH MARION HIGH SCHOOL	151 W HWY 329	CITRA	32113
ACTIVE	FIRST BAPTIST CHURCH OF SALT SPRINGS	24100 NE. HWY 314	SALT SPRINGS	32134
ACTIVE	SPARR ELEMENTARY SCHOOL	2525 E HWY 329	SPARR	32192
ACTIVE	SPARR ELEMENTARY SCHOOL	2525 E HWY 329	SPARR	32192
ACTIVE	FIRST BAPTIST CHURCH OF SPARR	1303 EAST CR 329	SPARR	32113
ACTIVE	SALT SPRINGS CORNER STORE	12959 NE 250TH COURT	SALT SPRINGS	32134
ACTIVE	BASS CHAMPIONS LODGING & RV LLC	25011 NE HWY 314	SALT SPRINGS	32134
ACTIVE	CHRIST THE KING MISSION	14045 N HWY U.S. 301	CITRA	32113
ACTIVE	VETERANS OF FOREIGN WARS	12801 NE 139TH PL	FT MCCOY	32134
ACTIVE	PAPA JOES DRIVE IN	13280 SR 19 NORTH	SALT SPRINGS	32134
ACTIVE	SALT SPRINGS PIT STOP	13444 N. HWY 19	SALT SPRINGS	32614
ACTIVE	SALT SPRINGS VILLAGE	13665 NE 253RD COURT	SALT SPRINGS	32134
ACTIVE	SALT SPRINGS VILLAGE	13665 NE 253RD COURT	SALT SPRINGS	32134
ACTIVE	88 GROCERY STORE	14280 NE 203RD AVE.	FT MCCOY	32134
ACTIVE	V MART	14990 N.W. HWY 225	FAIRFIELD	32634
ACTIVE	DAVITA OCALA NORTH KIDNEY CENTER WTP	2620 W HIGHWAY 316	REDDICK	32113
ACTIVE	FIRST BAPTIST CHURCH FT MCCOY	11350 NE HWY 316	FORT MCCOY	32134
ACTIVE	CIRCLE K # 1238	14780 NE HWY 315	FT. MCCOY	32134
ACTIVE	ROCCO'S PIZZA	11388 COUNTY ROAD 316	FORT MCCOY	32670
ACTIVE	FORT MCCOY GROCERY	14779 NE HIGHWAY 315	FT MCCOY	32134
ACTIVE	DOLLAR GENERAL FORT MCCOY #10415	14815 NE HIGHWAY 315	FT. MCCOY	32822
ACTIVE	WRIGLEY FIELDS	405 E HWY 316	CITRA	32113
ACTIVE	SILVER CITY OAKS S/D	MADISON ST & LEE AVE	FT.MCCOY	32637

ACTIVE	DOLLAR GENERAL FT MCCOY	15030 E HWY 316	FORT MC COY	32134
ACTIVE	FORT MCCOY & EUREKA COMM. CENTER	14051 E HWY 316	FT MCCOY	32134
ACTIVE	MCCOY QWIK KING FOOD STORE	14929 EAST HIGHWAY 316	FT MCCOY	32614
ACTIVE	PHOENIX HOUSE	15681 N. US HWY 301	CITRA	32113
ACTIVE	PHOENIX HOUSE	15681 N. US HWY 301	CITRA	32113
ACTIVE	OCKLAWAHA CANOE OUTPOST AND RESORT	15260 NE 152ND PLACE	FT. MCCOY	32134
ACTIVE	HEART OF FLORIDA YOUTH RANCH	15833 U.S. 301	CITRA	32113
ACTIVE	CITRA HIGHLANDS	1237 SE 161 STREET	CITRA	32671
ACTIVE	SWEET DIXIE SOUTH, LLC	17101 NW 120TH AVE RD	REDDICK	32686
ACTIVE	FORT MCCOY MIDDLE SCHOOL	16160 NE HWY 315	FT. MCCOY	32134
ACTIVE	FORT MCCOY MIDDLE SCHOOL	16160 NE HWY 315	FT. MCCOY	32134
ACTIVE	OCALA JOCKEY CLUB S/D	8720 WEST HIGHWAY 318	REDDICK	34486
ACTIVE	OCALA NORTH RV PARK/REDDICK RV PARK	16905 NW HWY 225	REDDICK	32686
ACTIVE	OCALA NORTH RV PARK/REDDICK RV PARK	16905 NW HWY 225	REDDICK	32686
ACTIVE	SAM'S PLAZA	17052 NORTH HIGHWAY 301	CITRA	32113
ACTIVE	DOLLAR GENERAL CITRA WTP	17520 US HIGHWAY 301	CITRA	32113
ACTIVE	ALL AMERICAN OIL, LLC/JIMS BBQ	7424 W.HWY 318(I-75 EXIT 72)	REDDICK	32686
ACTIVE	DOLLAR GENERAL FLEMINGTON	10574 W. HWY 318	REDDICK	32686
ACTIVE	ORANGE BLOSSOM MOTEL & RV PARK	17575 N. U.S. 301	CITRA	32113
ACTIVE	UNIV. OF FL PLANT SCIENCE RESEARCH CNTR	2556 WEST HIGHWAY 318	CITRA	32113
ACTIVE	CITRA STORAGE & RV PARK	17689 N US HWY 301	CITRA	32113

ACTIVE	DECONNA ICE CREAM	6300 W HWY 318	REDDICK	32686
ACTIVE	FLEMINGTON COMMUNITY PARK	18200 NORTH HWY 329	FLEMINGTON	34471
ACTIVE	PETRO STOPPING CENTER	7401 WEST HWY 318	REDDICK	32686
ACTIVE	PETRO STOPPING CENTER	7401 WEST HWY 318	REDDICK	32686
ACTIVE	FAMILY DOLLAR MCINTOSH	5390 WEST HWY 318	REDDICK	32686
ACTIVE	CIRCLE K #1242	17980 NORTH HWY 441	ORANGE LAKE	32681
ACTIVE	ORANGE LAKE CITGO	18024 N US HIGHWAY 441	REDDICK	32686
ACTIVE	OCALA GAINESVILLE POKER AND JAI-ALAI	4601 NW HWY 318	ORANGE LAKE	32681
ACTIVE	OCALA GAINESVILLE POKER AND JAI-ALAI	4601 NW HWY 318	ORANGE LAKE	32681
ACTIVE	DOLLAR GENERAL CITRA #8255	18210 N US HIGHWAY 301	CITRA	32113
ACTIVE	FAMILY DOLLAR-CITRA #10278	18215 NORTH US HWY 301	CITRA	32113
ACTIVE	ORANGE LAKE COMMUNITY PARK	5920 NW 185TH STREET	ORANGE LAKE	32681
ACTIVE	OLD FLORIDA RV RESORT PARK LLC	701 WEST HWY 318	CITRA	32113
ACTIVE	MR. B'S SOUTHERN STYLE COOKING REST.	18505 N US HWY 441	REDDICK	32686
ACTIVE	QUICK KING #1	18351 N HIGHWAY 301	CITRA	32670
ACTIVE	PINE GROVE TRAILER PARK	18681 US 441 N	ORANGE LAKE	32686
ACTIVE	FM MEAT PRODUCTS	19798 NE HIGHWAY 315	FORT MCCOY	32134
ACTIVE	ORANGE LAKE RV RESORT	18365 NORTHWEST 45TH AVENUE ROAD	CITRA	32113
ACTIVE	ORANGE LAKE RV RESORT	18365 NORTHWEST 45TH AVENUE ROAD	CITRA	32113
ACTIVE	FM MEAT PRODUCTS	19798 NE HIGHWAY 315	FORT MCCOY	32134
ACTIVE	LONGO PLAZA	18651 NORTH US HIGHWAY 301	CITRA	32113

ACTIVE	GRAND LAKES RESORT & GOLF COURSE	4555 W HWY 318	ORANGE LAKE	32681
ACTIVE	DAYS END MOTEL AND MHP	18900 NORTH US HWY 441	ORANGE LAKE	32681
ACTIVE	GRAND LAKES RESORT & GOLF COURSE	4555 W HWY 318	ORANGE LAKE	32681
ACTIVE	CJK ENTERPRISES-GEORGIE'S GIRL LOUNGE	5051 NW 191TH PL.	ORANGE LAKE	32681
ACTIVE	ORANGE LAKE BP	19171 N. HWY 441	ORANGE LAKE	32681
ACTIVE	VFW POST 10733	19241 N US HWY 441	ORANGE LAKE	32681
ACTIVE	BUCKSKIN LAKE MANOR	18820 NE 249TH TERR	FT. MCCOY	32134
ACTIVE	BUCKSKIN LAKE MANOR	18820 NE 249TH TERR	FT. MCCOY	32134
ACTIVE	DOLLAR GENERAL 11551 MCINTOSH	19998 NORTH U.S. HIGHWAY 441	MCINTOSH	32664
ACTIVE	MT. PEDRO BAPTIST CHURCH	20520 SR 329	REDDICK	32686
ACTIVE	ANTONIO'S MADE IN ITALY	22050 NORTH US HWY 441	MCINTOSH	32664
ACTIVE	FIRST BAPTIST CHURCH OF ORANGE SPRINGS	22800 NE HWY 315	ORANGE SPRINGS	32182
ACTIVE	HORSESHOE LAKE PARK	10780 SE HIGHWAY 318	FORT MCCOY	32182
ACTIVE	ORANGE SPRINGS GROCERY	24429 NORTH CR 315	ORANGE SPRINGS	32182
ACTIVE	DOLLAR GENERAL ORANGE SPRINGS	24445 NORTH US HWY 21	FORT MC COY	32134
ACTIVE	TOWNSED COVE (FKA COUNTRY KITCHEN)	12991 NE 245 ST RD	ORANGE SPRINGS	32182
ACTIVE	LAKE OKLAWAHA RV RESORT	24350 NE160TH AVE RD	FORT MCCOY	32134

WASTEWATER TREATMENT FACILITIES

FACILITY_N	ENVIRONMEN	MANAGED_EN	FACILITY_I
Premium Waters - Orange Spring Bottling Facility	Industrial Wastewater Program	Wastewater Facility	FLA316474
Ocala, City of - WRF #1	Domestic Wastewater Program	Wastewater Facility	FLA010677
Young Life Southwind WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010702
Smyrna Ready Mix SRM Plant #111	Industrial Wastewater Program	Wastewater Facility	FLG110461
Our Lucaya	Domestic Wastewater Program	Wastewater Facility	FLA010784
State Fire College	Domestic Wastewater Program	Wastewater Facility	FLA010790
On Golden Pond Mobile Home Park WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010685
K&M Citrus, Inc.	Industrial Wastewater Program	Wastewater Facility	FLA017146
Brown Septage Facility	Domestic Wastewater Program	Wastewater Facility	FLA968714
CIC Marion	Industrial Wastewater Program	Wastewater Facility	FLG110929
Emergency One Inc	Industrial Wastewater Program	Wastewater Facility	FLA305502
Couture Farms BTF	Domestic Wastewater Program	Wastewater Facility	FLA780863
Golden Hills MHP WWTF	Domestic Wastewater Program	Wastewater Facility	FLA012696
Smyrna Ready Mix Concrete	Industrial Wastewater Program	Wastewater Facility	FLG110475
Falls Of Ocala MHP WWTF	Domestic Wastewater Program	Wastewater Facility	FLA012698
Saddle Oak Club MHC WWTF	Domestic Wastewater Program	Wastewater Facility	FLA012694
Marion Pumpers Septage Treatment Facility	Domestic Wastewater Program	Wastewater Facility	FLA994189

FACILITY_N	ENVIRONMEN	MANAGED_EN	FACILITY_I
Pasteur Site	Domestic Wastewater Program	Wastewater Residuals Application Site	FLA312240
Cliftwood MHP WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010745
Northgate Laundromat	Industrial Wastewater Program	Wastewater Facility	FLA010684
Preferred Materials CBP-Belleview	Industrial Wastewater Program	Wastewater Facility	FLG110397
Harbour View Elementary School WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010670
Stanton Weirsdale Elementary School WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010668
Sparr Elementary School	Domestic Wastewater Program	Wastewater Facility	FLA010667
Sportsman Cove WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010690
Landfair WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010722
Paddock Park South WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010705
Lake Weir Middle School	Domestic Wastewater Program	Wastewater Facility	FLA010662
Wilderness RV Park Estates, Inc.	Domestic Wastewater Program	Wastewater Facility	FLA107077
Petro PSC Truck Stop WWTF	Domestic Wastewater Program	Wastewater Facility	FLA016154
Plantation Landing WWTF	Domestic Wastewater Program	Wastewater Facility	FLA017026
Lake Bryant Mobile Home & RV Park WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010728
Smyrna Ready Mix Concrete LLC	Industrial Wastewater Program	Wastewater Facility	FLG110232
Adesa Ocala	Industrial Wastewater Program	Wastewater Facility	FLA670162
Howard Johnson Inn WWTF	Domestic Wastewater Program	Wastewater Facility	FLA012670
Oak Tree Village and	Domestic Wastewater	Wastewater Facility	FLA012676

FACILITY_N	ENVIRONMEN	MANAGED_EN	FACILITY_I
Campground WWTF	Program		
Sateke Village WWTF	Domestic Wastewater Program	Wastewater Facility	FLA012682
Modern Septic SMF	Domestic Wastewater Program	Wastewater Facility	FLA994154
Mill Dam MHP WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010716
Tradewinds WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010699
Nelson's Fish Camp WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010687
Splash N Dash Car Wash	Industrial Wastewater Program	Wastewater Facility	FLA017260
FM Beef Products (FKA Adena Meat Products)	Industrial Wastewater Program	Wastewater Facility	FLA770221
Rain Barrel West Laundromat	Industrial Wastewater Program	Wastewater Facility	FLA012710
Juliette Falls WWTF	Domestic Wastewater Program	Wastewater Facility	FLA490415
Ocala Jai Alai - WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010737
MCSB - NW Transportation Complex	Industrial Wastewater Program	Wastewater Facility	FLA010671
Roger's Rainbarrel Laundry	Industrial Wastewater Program	Wastewater Facility	FLA010762
Lhoist North America	Industrial Wastewater Program	Wastewater Facility	FLA401897
East Marion Elementary School WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010674
Victory MHP LLC	Domestic Wastewater Program	Wastewater Facility	FLA010692
Marie's Mobile Home Park WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010764
Shady Hills Elementary School WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010669
Shady Rd Villas WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010704
Homer Gary South	Domestic Wastewater	Wastewater Residuals	FLA317217

FACILITY_N	ENVIRONMEN	MANAGED_EN	FACILITY_I
	Program	Application Site	
Foxwood Farms MHP WWTF	Domestic Wastewater Program	Wastewater Facility	FLA012664
CEMEX LLC - Ocala West Plant	Industrial Wastewater Program	Wastewater Facility	FLG110288
Dogwood Acres MHP	Domestic Wastewater Program	Wastewater Facility	FLA012663
Dunnellon High School WWTF	Domestic Wastewater Program	Wastewater Facility	FLA012658
Marion Pumpers Septage Treatment Facility	Domestic Wastewater Program	Wastewater Facility	FLA997251
Florida Elks Youth Camp	Domestic Wastewater Program	Wastewater Facility	FLA010739
Fessenden Elementary School WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010666
Wandering Oaks RV Resort WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010756
Marion County - Northwest Regional WWTF	Domestic Wastewater Program	Wastewater Facility	FLA272060
Compost USA	Domestic Wastewater Program	Wastewater Facility	FLA658944
Rainbow Springs State Campground WWTF	Domestic Wastewater Program	Wastewater Facility	FLA012717
Marion Landing	Domestic Wastewater Program	Wastewater Facility	FLA012699
Romeo Elementary School WWTF	Domestic Wastewater Program	Wastewater Facility	FLA012657
Argos USA - Ocala Plant	Industrial Wastewater Program	Wastewater Facility	FLG110088
Days Inn - Ocala West WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010763
Spanish Oaks MHP WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010744
Oak Bend Manufactured Home Community	Domestic Wastewater Program	Wastewater Facility	FLA010693
Reddick Collier Elementary School	Domestic Wastewater Program	Wastewater Facility	FLA010672

FACILITY_N	ENVIRONMEN	MANAGED_EN	FACILITY_I
WWTF			
North Marion High School	Domestic Wastewater Program	Wastewater Facility	FLA010663
Davita - Ocala North Kidney Center	Industrial Wastewater Program	Wastewater Facility	FLA279323
Springlake Villages MHP WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010697
Tall Timber WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010736
QUEEN'S GARDEN RESORT WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010731
Associated Grocers Of Florida	Domestic Wastewater Program	Wastewater Facility	FLA010735
CIC Inc (328 Pit)	Industrial Wastewater Program	Wastewater Facility	FLA687723
Whispering Oaks MHP WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010706
MCUD/Marion Oaks WWTF	Domestic Wastewater Program	Wastewater Facility	FLA012669
Lake View Woods WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010709
Ocala Forest Campground	Domestic Wastewater Program	Wastewater Facility	FLA010715
G & S Fruit Packers	Industrial Wastewater Program	Wastewater Facility	FLA010730
Camp Sonlight	Domestic Wastewater Program	Wastewater Facility	FLA010689
Fort McCoy School K - 8	Domestic Wastewater Program	Wastewater Facility	FLA010665
Nautilus Mobile Home & RV Park WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010708
Ocala RV Camp Resort WWTF	Domestic Wastewater Program	Wastewater Facility	FLA012667
Meadowbrook RV Resort	Domestic Wastewater Program	Wastewater Facility	FLA012709
Centers, Inc. the	Domestic Wastewater Program	Wastewater Facility	FLA012708
Wood Resource Site #1	Domestic Wastewater Program	Wastewater Facility	FLAB01794

FACILITY_N	ENVIRONMEN	MANAGED_EN	FACILITY_I
Couture Farm	Domestic Wastewater Program	Wastewater Facility	FLA008366
SWS Sprayfield LLC	Domestic Wastewater Program	Wastewater Facility	FLAB07047
Marion County Silver Springs Shores WWTF	Domestic Wastewater Program	Wastewater Facility	FLA296651
VFW Domiciliary	Domestic Wastewater Program	Wastewater Facility	FLA010743
North Marion Middle School	Domestic Wastewater Program	Wastewater Facility	FLA010664
Edgar Minerals, Inc. FKA Standard Sand & Silica - Lynne Mine	Industrial Wastewater Program	Wastewater Facility	FLA010694
Reddick RV WWTF	Domestic Wastewater Program	Wastewater Facility	FLA012660
Circle Square Shopping Center WWTF	Domestic Wastewater Program	Wastewater Facility	FLA012707
103rd Street Square Center WWTF	Domestic Wastewater Program	Wastewater Facility	FLA012687
Crystal Springs MHP WWTF	Domestic Wastewater Program	Wastewater Facility	FLA012662
EPIC MATERIALS	Industrial Wastewater Program	Wastewater Facility	FLG110910
Browns R&B	Domestic Wastewater Program	Wastewater Facility	FLA994171
MCUD Stonecrest WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010741
Belleview Santos Elementary School WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010661
Ocala, City of - WRF #2 Site	Domestic Wastewater Program	Wastewater Residuals Application Site	FLA010680
Aqua Well & Septic East Glorilands Angus Ranch	Domestic Wastewater Program	Wastewater Residuals Application Site	FLAB07066
CEMEX Construction Materials FL LLC - Ocala North Ready Mix	Industrial Wastewater Program	Wastewater Facility	FLG110396
Oak Run	Domestic Wastewater Program	Wastewater Facility	FLA012697

FACILITY_N	ENVIRONMEN	MANAGED_EN	FACILITY_I
Golden Holiday WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010765
Smith Lake Shores WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010701
Spanish Palm Estates WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010740
Soapy's Car Wash Recycle System	Industrial Wastewater Program	Wastewater Facility	FLA187275
Ocala East Villas WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010725
Robins Nest RV Park WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010696
412 Biosolids Processing Facility	Domestic Wastewater Program	Wastewater Facility	FLA356697
Hilltop Estates	Domestic Wastewater Program	Wastewater Facility	FLA010703
Phoenix Houses Of Florida	Domestic Wastewater Program	Wastewater Facility	FLA010698
I-75 FDOT Rest Area WWTF	Domestic Wastewater Program	Wastewater Facility	FLA012716
Belleview, City Of	Domestic Wastewater Program	Wastewater Facility	FLA010678
Marion County Baseline Landfill Solid Waste Transfer Station	Industrial Wastewater Program	Wastewater Facility	FLA349283
Cedar Hills WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010771
Ocala, City of - WRF #3	Domestic Wastewater Program	Wastewater Facility	FLA190268
Rain Barrel Car Wash	Industrial Wastewater Program	Wastewater Facility	FLA012713
Sweetwater Oaks MHP WWTF	Domestic Wastewater Program	Wastewater Facility	FLA012705
Crownwood WWTF	Domestic Wastewater Program	Wastewater Facility	FLA012680
Circle Square Woods RAF	Domestic Wastewater Program	Wastewater Residuals Application Site	FLA330728
Rolling Greens MHP WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010757
Sharpes Ferry MHC	Domestic Wastewater	Wastewater Facility	FLA010729

FACILITY_N	ENVIRONMEN	MANAGED_EN	FACILITY_I
WWTF	Program		
Salt Springs	Domestic Wastewater Program	Wastewater Facility	FLA010686
Westwood MHP WWTF	Domestic Wastewater Program	Wastewater Facility	FLA012685
On Top of the World communities, LLC WWTF	Domestic Wastewater Program	Wastewater Facility	FLA012683
Rainbow Springs Fifth Replat WWTF	Domestic Wastewater Program	Wastewater Facility	FLA012693
Fairfield Village Of Ocala WWTF	Domestic Wastewater Program	Wastewater Facility	FLA012706
Big Lake Village WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010750
Grand Lake RV Resort WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010770
Springs RV Resort WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010700
Forest Center Shopping Plaza WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010710
Spruce Creek Preserve	Domestic Wastewater Program	Wastewater Facility	FLA016867
Ocala Springs Shopping Center WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010773
Motor Inns/ Ocala WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010721
Lake Waldena Resort WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010688
Marion Correctional Institute WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010789
Lake Oklawaha RV Resort WWTF	Domestic Wastewater Program	Wastewater Facility	FLA010723
Classic Oaks Village MHP LLC	Domestic Wastewater Program	Wastewater Facility	FLA012665
Dunnellon City Of	Domestic Wastewater Program	Wastewater Facility	FLA126594
Ocala Jockey Club WWTF	Domestic Wastewater Program	Wastewater Facility	FLA012686

Attachment F

MOBILE HOME RV PARKS

ID #	NAME	ADDRESS	CITY	FACILITY TYPE
42-54-00182	Affordable Rentals MHP	300 SW 40 Avenue	Ocala	Lodging Park
42-54-00023	Ancient Oaks Mobile Home Park	5050 SE 112 St Road	Belleview	Lodging Park
42-54-1867656	Arrowhead Campsites & MHP	1720 NW 38th Avenue	Ocala	Mobile Home Park
42-54-00008	Belleview M H P	11801 SE Hwy 301	Belleview	Mobile Home Park
42-54-00009	Ben's Hitching Post Campground L.C.	2440 NE 115 Avenue	Silver Springs	Recreational Vehicle Park
42-54-00010	Big Bear Mobile Home Park	1874 NE 145 Ave Road	Silver Springs	Mobile Home Park
42-54-00011	Big Lake Village	12701 SE Sunset Harbor Road	Weirsdale	Mobile Home Park
42-54-00012	Blue Heron Cove	19240 SE Hwy 42	Weirsdale	Mobile Home Park
42-54-00013	Blue Skies Estates	2426 NE 14 Street	Ocala	Mobile Home Park
42-54-00016	Cactus Jack's R V Park	23740 NE Hwy 314	Salt Springs	Recreational Vehicle Park
42-54-00017	Cala Springs MH Village	3323 NE 14 Street	Ocala	Mobile Home Park
42-54-00019	Camp Kiwanis	19300 NE 3rd Street	Silver Springs	Recreational Camp
42-54-00020	Camp Sonlight	16989 SE 58th Avenue	Summerfield	Recreational Camp
42-54-00048	Camp SoZo	19186 NE 13 Street	Silver Springs	Recreational Camp
42-54-00191	Cedar Grove MHP	6575 SE 108 Street	Belleview	Mobile Home Park
42-54-00026	Cherry Hill Mobile Home Park	3531 S Pine Avenue	Ocala	Mobile Home Park
42-54-2083888	Citra Royal Palm RV Park	19410 N Hwy 301	Citra	Recreational Vehicle Park
42-54-1969477	Citra Storage and RV Park	17689 N Hwy 301	Citra	Mobile Home Park
42-54-00029	Classic Oaks Village	255 NW 40TH Avenue	Ocala	Mobile Home Park
42-54-00030	Cliftwood MHC	7101 W Anthony Road	Ocala	Mobile Home Park
42-54-00032	Compton Mobile Home Park	5086 SE 102nd Place	Belleview	Mobile Home Park
42-54-00192	Country Aire Mobile Home Park	6881 NE 2nd Loop	Ocala	Mobile Home Park
42-54-00053	Country Boys Mobile Home Park	1091 NE 70th Street	Ocala	Mobile Home Park
42-54-2139959	Country Estates of Ocala	901 NE 95th Street	Ocala	Mobile Home Park
42-54-1764428	Country Haven Mobile Home Park	4658 SE 115th Street	Belleview	Mobile Home Park
42-54-1762577	Country Oaks Mobile Home Park	1311 NW 35th Street	Ocala	Mobile Home Park
42-54-1640381	Country Town Village	2580 SE 1st Avenue	Ocala	Mobile Home Park
42-54-00039	Cross Country Motor Lodge	5100 S Pine Avenue	Ocala	Lodging Park
42-54-00040	Crystal Springs M H P	13914 NW Hwy 27	Ocala	Mobile Home Park
42-54-00041	Curtis Mobile Home Park	16755 SE Hwy 301	Summerfield	Mobile Home Park
42-54-00042	Cyr's Mobile Home Park	9669 NE 16 Terrace	Anthony	Mobile Home Park
42-54-00043	Days End Mobile Home Park	18900 N Hwy 441	Orange Lake	Mobile Home Park
42-54-00152	Deep Woods MHP	14551 NE 28th Place	Silver Springs	Lodging Park
42-54-2014303	Dogwood Acres Mobile Home Park	2450 SW 38th Avenue	Ocala	Mobile Home Park
42-54-2135529	Dunnellon Square M.H. Community, LLC	20451 Powell Road	Dunnellon	Mobile Home Park
42-54-1846406	Edgewood Mobile Home Park	4023 NW Gainesville Road	Ocala	Mobile Home Park
42-54-00052	Fairfield Village	5866 SW 58th Place	Ocala	Mobile Home Park
42-54-00054	Family Mobile Home Park	8218 SE 123rd Lane	Belleview	Mobile Home Park
42-54-00094	Finsbury Park	16547 SE 95th Street Road	Ocklawaha	Mobile Home Park
42-54-00055	Florida Elks Youth Camp	24175 SE Hwy 450	Umatilla	Recreational Camp
42-54-00058	Foxwood Farms	4500 NW Blitchton Road	Ocala	Mobile Home Park
42-54-00060	Gateway Mobile Home Park	10468 SE 52 Court	Belleview	Mobile Home Park
42-54-00061	Golden Hills Park	7865 W Hwy 40	Ocala	Mobile Home Park
42-54-2088375	Golden Meadows Mobile Home Park	3173 SE 95th Street	Ocala	Mobile Home Park
42-54-00001	Golden Oak MHC	4900 SE 102nd Place	Belleview	Mobile Home Park
42-54-00115	Golden Pond Village MHP	2805 SE 110 Street	Ocala	Mobile Home Park
42-54-00116	Golden Pond Village R V Resort	3233 SE 110 Street	Ocala	Recreational Vehicle Park
42-54-00024	Grand Lake RV & Golf Resort	18545 NW 45th Avenue Road	Citra	Recreational Vehicle Park
42-54-00062	Grand Oaks Mobile Home Park	1505 SE 174 Court, Lot 20	Silver Springs	Mobile Home Park
42-54-00064	Green Oaks Manor	6407 SE 108 Street	Belleview	Mobile Home Park
42-54-00202	Greenways & Trails/Ross Prairie TH/RV Pk	10660 SW Hwy 200	Dunnellon	Recreational Vehicle Park
42-54-00203	Greenways & Trails/Santos RV Park	3080 SE 80th Street	Ocala	Recreational Vehicle Park
42-54-00083	Happy Trails MHP	13200 NE Jacksonville Road	Citra	Mobile Home Park
42-54-00204	Harmony of Ocala	SW 28th Circle	Ocala	Mobile Home Park
42-54-2220440	Holiday Trav-L-Park	4001 W Silver Springs Boulevard	Ocala	Mobile Home Park
42-54-00070	Hope's Mobile Home Park	10950 SE 19 Court	Ocala	Lodging Park
42-54-00123	Jack Mobile Home Park	2620 SE 67th Street	Ocala	Mobile Home Park
42-54-00007	JPP MHP	8665 SE 147 Street	Summerfield	Lodging Park
42-54-00195	JPP Silver Springs MHP	5822 SE 27th Court	Ocala	Lodging Park
42-54-1800570	Katie's Cove On Lake Bryant	18151 SE 52nd Street	Ocklawaha	Mobile Home Park
42-54-1717694	Lake Bryant Resort LLC	5000 SE 183rd Avenue Road	Ocklawaha	Mobile Home Park
42-54-00033	Lake In The Forest Estates/RV Resort	19115 SE 44th Street	Ocklawaha	Lodging Park
42-54-00076	Lake Ocklawaha R V Park	15991 NE 243rd Pl Road	Fort Mc Coy	Recreational Vehicle Park
42-54-2046576	Lake Waldena	13582 Hwy 40	Silver Springs	Mobile Home Park
42-54-00078	Lake Weir Pines M H P	14455 S Hwy 25	Ocklawaha	Mobile Home Park
42-54-00082	Lindale Mobile Home Park	5431 NE 35 Street	Silver Springs	Mobile Home Park
42-54-00084	Live Oaks Mobile Home Park	3101 SE 73rd Street	Ocala	Mobile Home Park
42-54-00087	Marion Pines Mobile Home Park	2828 NE 49th Avenue	Ocala	Mobile Home Park

ID #	NAME	ADDRESS	CITY	FACILITY TYPE
42-54-1854091	Mercy Inn & RV Park	3601 W Silver Springs Boulevard	Ocala	Recreational Vehicle Park
42-54-00091	Mill Dam MHP, LLC	18975 E Hwy 40	Silver Springs	Mobile Home Park
42-54-2043988	Misty Lane MHP	11656 SE 50th Avenue Road	Belleview	MHP/RV/Migrant Housing
42-54-00093	Mockingbird Hill Mobile Home Park	4441 SE 102nd Place	Belleview	Mobile Home Park
42-54-00155	Morning Light MHP	11745 SE Hwy 301	Belleview	Mobile Home Park
42-54-00189	Mosley Oaks Mobile Home Park	6912 S Pine Avenue	Ocala	Mobile Home Park
42-54-00096	Nautilus Mobile Home & RV Park	3441 S Pine Avenue	Ocala	Mobile Home Park
42-54-00097	Nelson's Outdoor Resort	19400 SE Hwy 42	Umatilla	Mobile Home Park
42-54-00099	North Belleview Mobile Home Park	10389 SE 50 Avenue	Belleview	Lodging Park
42-54-00100	Northgate Mobile Home Park	3815 NW Gainesville Road	Ocala	Mobile Home Park
42-54-00102	Oak Bend Mobile Home Park	10620 SW 27th Avenue	Ocala	Mobile Home Park
42-54-00103	Oak Bend Village Mobile Home Park	21271 W Hwy 40, Lot 36	Dunnellon	Mobile Home Park
42-54-00104	Oak Mobile Home Park	6545 NE Jacksonville Road	Ocala	Mobile Home Park
42-54-00105	Oak Tree Village	4039 NW Blitchton Road	Ocala	Recreational Vehicle Park
42-54-00106	Oakcrest Mobile Home Park	900 NE 31st Street	Ocala	Mobile Home Park
42-54-00109	Oakwood Mobile Manor	3387 W Silver Springs Boulevard	Ocala	Mobile Home Park
42-54-00050	Ocala Conservation Center	7325 NE 170th Avenue	Silver Springs	Recreational Camp
42-54-00110	Ocala Forest R V Park	26301 SE Hwy 42	Umatilla	Recreational Vehicle Park
42-54-1769175	Ocala North RV Resort	16905 NW Hwy 225	Reddick	Recreational Vehicle Park
42-54-1910631	Ocala Oaks Mobile Home-RV Park & Retail Stores	7850 S Hwy 441	Ocala	MHP/RV/Migrant Housing
42-54-00111	Ocala RV - Camp Resort	3200 SW 38 Avenue	Ocala	Recreational Vehicle Park
42-54-1836084	Ocala Sun RV Resort	2559 SW Hwy 484	Ocala	Recreational Vehicle Park
42-54-2219254	Ocklawaha 314 LLC	5900 S Hwy 314-A	Ocklawaha	Mobile Home Park
42-54-1876783	Ocklawaha Canoe Outpost & Resort	15260 NE 152nd Place	Fort Mc Coy	Mobile Home Park
42-54-00117	On The Lake Park	11701 SE Hwy 25	Ocklawaha	Mobile Home Park
42-54-1870668	Orange Blossom Motel & RV Park	17575 N Hwy 301	Citra	Recreational Vehicle Park
42-54-00118	Orange Lake Fishing Resort	5053 NW 191st Place	Orange Lake	Mobile Home Park
42-54-00119	Paddock Park South Mobile Home Park	8880 SW 27 Avenue	Ocala	Mobile Home Park
42-54-00120	Par I Mobile Home Park	6220 SE Hames Road	Belleview	Mobile Home Park
42-54-00121	Par-A-Dise Mobile Home Park	16767 SE Hwy 301	Summerfield	Mobile Home Park
42-54-2008499	Park Properties	500 SW 33rd Avenue	Ocala	Mobile Home Park
42-54-1803570	Pat's Park LLC	6540 SE 25th Court	Ocala	Mobile Home Park
42-54-1888511	Penney Park	1001 NE 77th Street	Ocala	Mobile Home Park
42-54-00125	Pine Grove Mobile Home Park	18681 N Hwy 441	Reddick	Mobile Home Park
42-54-2005773	Pine Manor Estates Mobile Home Park	2815 N Pine Avenue	Ocala	Mobile Home Park
42-54-00127	Pine Manor Mobile Park	2815 N Pine Avenue	Ocala	Mobile Home Park
42-54-00128	Pine Village Mobile Home Park	10195 SE 36th Avenue	Belleview	Mobile Home Park
42-54-00130	Pioneer Mobile Home Park	3230 SE 10th Avenue	Ocala	Lodging Park
42-54-00197	Plantation Landing	7533 S Hwy 441	Ocala	Mobile Home Park
42-54-2018043	Rainbow River Bungalows	9215 SW 190th Avenue Road	Dunnellon	Mobile Home Park
42-54-00132	Rainbow Springs State Park Camp Ground	18185 SW 94 Street	Dunnellon	Recreational Vehicle Park
42-54-2019529	Robins Nest RV Park LP	13400 NE 1st Street Road	Silver Springs	Recreational Vehicle Park
42-54-1890186	Rolling Greens Village MHP	1901 SE 58th Avenue	Ocala	Mobile Home Park
42-54-00136	Rolling Woods Mobile Home Park	17043 SE 282nd Court	Umatilla	Mobile Home Park
42-54-00046	S & W MHP	11771 SE 55th Ave Road	Belleview	Mobile Home Park
42-54-00138	Saddle Oak Mobile Home Park	6045 SW 55th Court	Ocala	Mobile Home Park
42-54-00002	Salt Springs Resort	14190 NE 253 Court Road	Salt Springs	Recreational Vehicle Park
42-54-00139	Salt Springs Village	13665 NE 253rd Court	Salt Springs	Mobile Home Park
42-54-00140	Santos Mobile Park	3085 SE 80th Street	Ocala	Mobile Home Park
42-54-00205	Serenity Oaks MHP	2770 SW 87th Place	Ocala	Mobile Home Park
42-54-00142	Seven Oaks Mobile Home Rentals	6451 SE 36 Avenue	Ocala	Lodging Park
42-54-00143	Shadow Oaks Mobile Home Park	3120 SE 10 Avenue	Ocala	Mobile Home Park
42-54-1635356	Shady Acres Mobile Home Park	16901 SE Hwy 301	Summerfield	Mobile Home Park
42-54-00145	Shady Grove Mobile Home Park	5100 NW Gainesville Road	Ocala	Lodging Park
42-54-00146	Shady Oaks Mobile Home Park	11925 SE Hwy 301 Highway	Belleview	Mobile Home Park
42-54-00147	Shady Road Villas Mobile Home Park	9100 SW 27th Avenue	Ocala	Mobile Home Park
42-54-00149	Sharpes Ferry M.H.C. Inc.	9901 NE Hwy 314	Silver Springs	Mobile Home Park
42-54-00150	Silver Oaks Campground	10366 S Hwy 441	Belleview	Recreational Vehicle Park
42-54-00038	Silver Springs Manor & RV Park	5401 NE Silver Springs Boulevard	Silver Springs	Recreational Vehicle Park
42-54-1772615	Silver Springs RV Park	3151 NE 56th Avenue	Silver Springs	MHP/RV/Migrant Housing
42-54-00201	Silver Springs State Park	1425 NE 58th Avenue	Silver Springs	Recreational Vehicle Park
42-54-00156	Silverwood Village M H P	201 NE 68 Court	Ocala	Mobile Home Park
42-54-00157	Smith Lake Shores Village	9701 SE Hwy 25	Belleview	Mobile Home Park
42-54-00174	Southern Oaks RV Resort	14140 SE Hwy 441	Summerfield	Recreational Vehicle Park
42-54-00159	Southern Sun M H & R V Park	11665 SE 69th Terrace	Belleview	Recreational Vehicle Park
42-54-00160	Spanish Oaks Mobile Home Park	3150 NE 36th Avenue	Ocala	Mobile Home Park
42-54-00161	Spanish Palm Estates MHP	625 NE 65th Avenue	Ocala	Mobile Home Park
42-54-00162	Sparr Mobile Home Park	12875 NE Jacksonville Road	Sparr	Lodging Park

ID #	NAME	ADDRESS	CITY	FACILITY TYPE
42-54-1925587	Sportsmen Cove	5343 Avenue F	Mc Intosh	Mobile Home Park
42-54-00164	Springlake Village	2450 NE 146th Terrace	Silver Springs	Mobile Home Park
42-54-2020177	Sterlingwood Mobile Home	12452 SE 141st Circle	Ocklawaha	Mobile Home Park
42-54-1940629	Suburban Mobile Home & RV Park	3530 S Pine Avenue	Ocala	Mobile Home Park
42-54-1910611	Summerfield Oaks, LLC	16700 S Hwy 301	Summerfield	Mobile Home Park
42-54-00172	Summerfield Pines 1	8010 SE 131 Place	Summerfield	Mobile Home Park
42-54-00177	Summerfield Pines 2	8010 SE 131 Place	Summerfield	Mobile Home Park
42-54-00057	Summerview Villas MHP	12660 SE 78th Terrace	Belleview	Mobile Home Park
42-54-2028853	Sunkissed Village RV Resort	14330 S Hwy 441	Summerfield	Recreational Vehicle Park
42-54-1846364	Sunny Oaks Mobile Home Park	6800 NW Gainesville Road	Ocala	Mobile Home Park
42-54-00034	Sunnyvale Mobile Home Park	12156 SE 84th Avenue	Belleview	Lodging Park
42-54-00168	Sunset Mobile Home Park	1240 NE 95th Street	Ocala	Lodging Park
42-54-1907543	Sunshine Properties 1, LLC	19170 N Hwy 441	Reddick	Recreational Vehicle Park
42-54-00169	Sweetwater Oaks M H P	3151 NW 44th Avenue	Ocala	Mobile Home Park
42-54-00170	Tall Pines Mobile Home Park	11565 SE Hwy 25	Ocklawaha	Lodging Park
42-54-2046555	Tall Timbers	14575 NE 21st Street	Silver Springs	Mobile Home Park
42-54-1933354	The Arbors Mobile Home Park	2251 NE 19th Avenue	Ocala	Mobile Home Park
42-54-00027	The Retreat	6455 E Silver Springs Boulevard	Silver Springs	Recreational Camp
42-54-00165	The Springs R V Resort	2950 NE 52 Court	Silver Springs	Recreational Vehicle Park
42-54-00173	Twin Oaks Mobile Home Park	17 SE 20th Court	Ocala	Mobile Home Park
42-54-00175	United Pentecostal Campground	5011 NW Gainesville Road	Ocala	Recreational Camp
42-54-00072	Victory MHP	9588 NE Jacksonville Road	Anthony	Mobile Home Park
42-54-00107	Villages of Ocala	711 NE 77th Street	Ocala	Mobile Home Park
42-54-00108	Villages of Ocala West	7651 W Anthony Road	Ocala	Mobile Home Park
42-54-00179	Vin Mar Mobile Home Park	5038 SE 111th Pl Road	Belleview	Mobile Home Park
42-54-1785607	Wagon Wheel Mobile Home Park	1612 NE 25th Avenue, Unit C	Ocala	Mobile Home Park
42-54-00101	Wandering Oaks RV Resort	1860 W Hwy 326	Ocala	Recreational Vehicle Park
42-54-00199	Waters Edge Oaks	701 W Hwy 318	Citra	Recreational Vehicle Park
42-54-00184	Westside Mobile Home Park	11278 SE 55th Ave Road	Belleview	Mobile Home Park
42-54-00185	Westwood Mobile Home Park	600 SW 38th Avenue	Ocala	Lodging Park
42-54-00186	Whispering Oaks LLP	6787 SE 125th Street	Belleview	Mobile Home Park
42-54-00187	Whispering Pines M H P	11930 SE Hwy 484	Belleview	Lodging Park
42-54-00056	Whispering Pines RV Park	1700 NE 115th Avenue	Silver Springs	Recreational Vehicle Park
42-54-00188	White Oaks Mobile Home Park	3920 SW 30 Street	Ocala	Mobile Home Park
42-54-1935797	Wild Frontier RV Resort LLC	3101 NW 16th Avenue	Ocala	Recreational Vehicle Park
42-54-00031	Wilderness RV Park Estates	10313 E Hwy 40	Silver Springs	Recreational Vehicle Park
42-54-1450422	Young Life Southwind	18080 SE 95th Street Road	Ocklawaha	Recreational Vehicle Park
42-54-00190	Young Life Southwind Camp	18115 SE 95 St Road	Ocklawaha	Recreational Camp

APPENDIX G: FUNDING

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LMS Funding Report by Primary Category

This section is a listing of potential sources of funding for the mitigation initiatives the Working Group has ranked. The websites and programs are updated where appropriate. This list of funding is not specifically emergency management oriented, and many projects fall into more than one category.

Primary Funding Category: Agricultural Assistance

Program: Disaster Reserve Assistance Program

Agency:Farm Service Agency, Emergency and Non-insured Assistance

Agency Type: Federal

Description: Provides emergency assistance to supply eligible livestock with feed. The program is used in the event feed sources such as grazing, foraging, and feed crops have been lost due to some natural disaster. A number of eligibility requirements apply as well as some use restrictions.

Matching Requirement: 0

Webpage: http://www.usda.gov/

Primary Funding Category: Dune Restoration - Erosion Control

Program: Emergency Rehabilitation of Flood Control Works or Federally Authorized

Coastal Protection Works

Agency:U.S. Army Corps of Engineers
Agency Type: Federal

Description: Funds may be used for emergency repairs to flood control facilities and restoration of federally authorized coastal protection systems. The facilities must have been damaged by the winds, rain, and wave actions from a storm event and not from neglect. The funds may not be used for new projects or major improvements of existing facilities.

Matching Requirement: 0

Phone: 202-272-0169

Webpage: http://www.usace.army.mil/

Program: Protection of Essential Highway, Bridge Approaches, and Public Works

Agency:U.S. Army Corps of Engineers

Agency Type: Federal

Description: The U.S. Army Corps of Engineers designs and builds flood and erosion control protection for highways, bridges, hospitals, churches, schools and other public facilities to protect them from further flood damage. The project cost must have a federal limit of $500,000.

Matching Requirement: 0

Phone: 202-272-0169

Webpage: http://www.usace.army.mil/

Program: Snagging and Clearing For Flood Control Agency: U.S. Army Corps of Engineers Agency

Type: Federal

Description: The U.S. Army Corps of Engineers designs and implements the project. All projects must be economically and engineered feasible and complete. The limit for the project is $500,000 with land, easements, and costs above the limit paid for by the sponsor. The sponsor must also agree to maintain the project after construction.

Matching Requirement: 0

Phone: 202-272-0169

Webpage: http://www.usace.army.mil/

Primary Funding Category: General

Program: Capital Budget

Agency:Local Agency

Type: Local

Description: Funding for Capital Budget items are derived from borrowing or bonding money for the implementation of the project. Capital projects are typically non-reoccurring or infrequent expenditures such as construction, renovation, and acquisition costs.

Matching Requirement: 0

Phone: Webpage:

Program: Disaster Relief Program

Agency:Office of Community Planning and Development

Agency Type: Federal

Description: Provides additional grant money to communities that require extra assistance to rebuild impacted areas. The grants allow for a wide range of recovery activities that may not be available through other sources.

Matching Requirement: 0

Phone: 202-708-3587

Webpage: http://www.hud.gov

Program: Emergency Management, Preparedness and Assistance (EMPA) Trust Fund

Agency:Florida Division of Emergency Management

Agency Type: State

Description: Funding given to help implement state and local emergency management programs, including training. Funding comes from the Emergency Management Preparedness and Assistance Trust Fund.

Matching Requirement: 0

Phone: 850-413-9934

Webpage: http://www.floridadisaster.org/cps/grants.htm#CompetitiveGrant

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Program: Oil Spill Liability Trust Fund

Agency:U.S. Coast Guard

Agency Type: Federal

Description: Program provides funding for the immediate response and removal of oil spills.Although primarily used to offset the on-site costs of removal, funding may also be used to cover administrative costs associated with a particular incident.

Matching Requirement: 0

Phone: 703-235-4756

Webpage: http://www.uscg.mil/

Program: Operating Budget

Agency:Local

Agency Type: Local

Description: Project funding to be incorporated into the operating budget. Typically used for maintenance and operating costs incurred during the current year of operation. Costs typically include maintenance, payroll, insurance and other operational costs.

Matching Requirement: 0

Phone: Webpage:

Program: Pollution Prevention Grants Program

Agency:Pollution Prevention Division, Office of Pollution Prevention

Agency Type: Federal

Description: Grants provided to states to assist the implementation of pollution prevention projects.

Matching Requirement: 0.5

Phone: Webpage:

Primary Funding Category: Infrastructure Systems

Program: Emergency Community Water Assistance Grants

Agency:Rural Utilities Service, Water Programs

Agency Type: Federal

Description: Grants are provided through the Rural Utilities Service to assist small rural communities improve their domestic water supply. The grant may be used for a variety of projects to improve water distribution of treatment to meet the Safe Drinking Water Act, or the Federal Water Pollution Control Act. Grants limited to rural communities under 10,000 population, of modest income, and modest construction projects. Construction grants up to a maximum of $500,000 while repairs or significant maintenance have a $75,000 cap.

Matching Requirement: 0

Phone: 202-690-2670

Webpage: http://www.usda.gov/rus/water/index.htm

Program: Emergency Relief Program

Agency: Federal Highway Administration

Agency Type: Federal

Description: Provides planning and design assistance to state governments to repair roads which were built with federal funds, replace or rehabilitate bridges, and other transportation purposes.

Matching Requirement: 0

Phone: 202-366-4853

Webpage: http://www.fhwa.dot.gov/

Program: Small Community Waste Water Construction Grant Program

Agency:Florida Department of Environmental Protection

Agency Type: State

Description: Grant available to communities of 7,500 or less population. To assist with the construction of waste water treatment facilities.

Matching Requirement: 0

Phone:

Webpage:

Program: Surface Transportation Program

Agency:Federal Highway Administration, ISTEA Agency Type: Federal

Description: The funds are administered through the state to be used on any roads except for local minor collectors. The state must also set aside 10% of the state allocated funds for transportation enhancement projects which can include beautification projects along the roadways, wetland mitigation or other measures to prevent runoff from polluting local waterways.

Matching Requirement: 0

Phone: 202-366-5004

Webpage: http://www.fhwa.dot.gov/

Primary Funding Category: New Public Buildings

Program: Economic Development-Grants for Public Works and Infrastructure

Development Agency: Public Works Division, Economic Development Administration

Agency Type: Federal

Description: The grants available can be used to build the public facilities such as water and sewer systems, industrial access roads, industrial parks, tourism facilities, vocational schools, and other public facilities that will enhance the areas ability to improve its business expansion. Overall the projects need to develop long-term economic health to assist in the creation and retention of skilled jobs.

Matching Requirement: 0

Phone: 202-482-5265

Webpage: http://www.doc.gov/eda/

Program: Economic Development-Public Works Impact Program

Agency:Public Works Division, Economic Development Administration

Agency Type: Federal

Description: Provides for the construction of public works and other development facilities that can provide for immediate employment for the unemployed and underemployed in the area.

Matching Requirement: 0

Phone: 202-482-5265

Webpage:

Program: Special Economic Development and Adjustment Assistance Program-Sudden and Severe Economic.

Agency: Economic Adjustment Division, Economic Development Admin.
Agency Type: Federal
Description: Grants from this program are to be used to develop an economic adjustment strategy. Other grant money can be used to implement recommendations proposed in the economic adjustment strategies which can include public facility construction, business development loans, training and other technical assistance.

Matching Requirement: 0

Phone: 202-482-2659

Webpage: http://www.doc.gov/eda/

Program: Florida Communities Trust
Agency:Department of Community Affairs
Agency Type: State

Description: A land acquisition program to allow communities to purchase property for conservation, recreation, and open space. While full grants are provided, matching grants are given a higher priority.

Matching Requirement: 0

Phone: 850-922-2207

Webpage: http://www.dca.state.fl.us/ffct/

Primary Funding Category: Plans & Procedures

Program: Florida Coastal Management Program
Agency: Florida Coastal Management Program Agency
Type: State
Description: The Florida Coastal Management Program is a partnership of 10 state agencies cooperating to enforce provisions of the federal government's Coastal Zone Management Act. Besides education, training assistance provided to communities, the partnership also provides funding for unique coastal projects.

Matching Requirement: 0

Phone: Webpage:

Program: Nonpoint Source Implementation Grants Agency: Environmental Protection Agency Agency Type: Federal
Description: Funding provided to the state to implement nonpoint source projects. The projects to be used to reduce nonpoint source pollution.

Matching Requirement: 0.4

Phone:

Webpage: http://www.epa.gov/

Program: Planning Assistance to State Program Agency: U.S. Army Corps of Engineers Agency Type: Federal

Description: Assistance to the state in the preparation of comprehensive plans to guide their floodplain management.

Matching Requirement: 0.5

Phone: 202-272-0169

Webpage: http://www.usace.army.mil/

Program: State and Local Assistance Program

Agency:Florida Division of Emergency Management

Agency Type: State

Description: Funding for various emergency management programs.

Matching Requirement: 0

Phone: 850-413-9934

Webpage: http://www.floridadisaster.org

Primary Funding Category: Public Assistance

Program: Brownfield Economic Redevelopment Initiative

Agency:Office of Solid Waste and Emergency Response, Outreach a

Agency Type: Federal

Description: Funding and assistance to assess, clean up and help redevelop abandoned properties with real and implied environmental contamination.

Matching Requirement: 0

Phone: 202-260-1223

Webpage: http://www.epa.gov/brownfields

Program: Capitalization Grants for Drinking Water-State Revolving Funds

Agency:Office of Ground Water and Drinking Water

Agency Type: Federal

Description: Grant money is provided to the state which loans money to local governments and water authorities. The loan money is to be used to improve drinking water supply. The loan money is then paid back into this revolving fund, to allow other parties to borrow this money for similar projects.

Matching Requirement: 0.2

Phone: 800-426-4791

Webpage: http://www.epa.gov/safewater/dwsrf/docs/intro.html

Program: Community Services Block Grant

Agency:Office of Community Services, Administration for Children and Family

Agency Type: Federal

Description: Grants given to the state to provide services and other provisions to combat the causes of poverty within the states communities. The states are given leeway in regards to the programs they establish.

Matching Requirement: 0

Phone: 202-401-9340

Webpage: http://www.acf.dhhs.gov/programs/ocs/

Program: Disaster Assistance for Older Americans

Agency:Administration on Aging

Agency Type: Federal

Description: Grants given to the state Agency on Aging to improve disaster services to individuals over age 60. Services offered can include advocacy and outreach programs, cleanup services, meals programs, case management, senior day care, and other services that may be required due to the situation.

Matching Requirement: 0

Phone: 202-619-2618

Webpage: http://www.aoa.dhhs.gov/

Program: Disaster Assistance for the Elderly

Agency:Department of Health and Human Services

Agency Type: Federal

Description: Funding awarded to States through their Agencies on Aging. The funds are distributed to support services like nutrition program, and renovation and construction of senior resource centers.

Matching Requirement: 0

Phone: 202-619-2618

Webpage: http://www.aoa.dhhs.gov/

Program: Disaster Housing Assistance Program

Agency:Human Services Division, Response and Recovery Directory

Agency Type: Federal

Description: Housing assistance for victims in declared disaster areas. Assistance can include temporary housing reimbursement, home repair assistance, assistance towards rent, assistance towards mortgage. Applicants must provide proof of residency or ownership, hardship caused by the disaster, damage caused by the disaster. Additional information may need to include notice of eviction or foreclosure proceedings, total repair estimates, and temporary housing receipts.

Matching Requirement: 0

Phone: 202-646-3685

Webpage: http://www.fema.gov/

Program: Disaster Legal Services

Agency:Human Services Division, Response and Recovery Directory

Agency Type: Federal

Description: Program to provide legal assistance to low-income individuals or families and groups. Free legal advise can include counseling, and even representation in non-fee generating cases with an exception provided for under Part 206-164(b). Fee generating cases will not be handled and will be referred through legal referral services.

Matching Requirement: 0

Phone: 202-646-3685

Webpage: http://www.fema.gov/

Program: Disaster Unemployment Assistance

Agency:Human Services Division, Response and Recovery Directory

Agency Type: Federal

Description: Provides unemployment benefits for those individuals left jobless due to a declared major disaster who are not eligible for standard unemployment insurance benefits. Available funds to be used for compensation and administrative costs.

Matching Requirement: 0

Phone: 202-646-3685

Webpage: http://www.fema.gov/

Program: Economic Development - Support for Planning Organizations

Agency:Economic Development Administration, Planning and Dev.
Agency Type: Federal

Description: Provides administrative aid to multi-county Economic Development Districts and Redevelopment Areas. The grants fund administrative cost involved in the operation of the organization. Primarily designated for areas with up to 250,000 population, high and persistent unemployment or underemployment.

Matching Requirement: 0

Phone: 202-482-3027

Webpage:

Program: Economic Injury Disaster Loans

Agency: Office of Disaster Assistance Agency Type: Federal

Description: Small business loan program available to those concerns that suffered economic injury due to a Presidential, Small Business Administration, or Secretary of Agriculture declared disaster. The rules of the SBA apply including physical location within the disaster area. There is a $1,500,000 limit on the amount of the loan. Repayment may take up to 30 years.

Matching Requirement: 0

Phone: 202-205-6734

Webpage: http://www.sba.gov/disaster_recov/index.html

Program: Employment and Training Assistance - Dislocated Workers

Agency:Employment and Training Administration

Agency Type: Federal

Description: Funds used to provide job-training, job-search, placement assistance and other services to assist dislocated workers obtain jobs.

Matching Requirement: 0

Phone: 202-219-5690

Webpage: http://www.doleta.gov/

Program: Environmental Protection Consolidated Grants - Program Support

Agency:Grants Administration Division

Agency Type: Federal

Description: The program allows for the consolidation of two of more pollution control programs into one single program. The total amount of funding is only equal to the actual amount of the grants being consolidated.

Matching Requirement: 0

Phone: 202-564-5325

Webpage:

Program: Family Assistance

Agency:Administration for Children and Families, Office of Family

Agency Type: Federal

Description: Provides temporary emergency assistance for families with children. Matching Requirement: 0
Phone: 202-401-9289

Webpage: http://www.acf.dhhs.gov/programs/ofa/

Program: Fire Suppression Assistance Program

Agency:Response and Recovery Directorate Agency Type: Federal

Description: Provides real-time assistance to states to help fire suppression efforts on public or privately owned forests or grasslands. Assistance can be applied for prior to a Presidential declaration if the fires threaten to become major disasters.

Matching Requirement: 0.3

Phone: 202-646-4066

Webpage: http://www.fema.gov/r-n-r

Program: Flood Insurance

Agency: Federal Insurance Administration

Agency Type: Federal

Description: Flood insurance is available to anyone, but required for those who located in identified special flood hazard areas after March 2, 1974. Per the Flood Disaster Protection Act of 1973, flood insurance must be purchased as a condition to receive any future federal aid.

Matching Requirement: 0

Phone: 202-646-2781

Webpage: http://www.fema.gov/nfip

Program: Health Program for Toxic Substances and Disease Registry

Agency:Agency for Toxic Substances and Disease Registry

Agency Type: Federal

Description: The program works to improve the state and local environmental health programs by offering services which include health effect studies, exposure and disease registries, consulting and technical information. The services also include responses to public health emergencies and training in areas related to environmental health.

Matching Requirement: 0

Phone: 404-639-0700

Webpage: http://www.atsdr.cdc.gov/atsdrhome.html

Program: Health: Disease Control and Prevention

Agency:Department of Health and Human Services Agency Type: Federal

Description: Assistance available to state and local health authorities to investigate, evaluate and implement prevention techniques against communicable, chronic and preventable diseases.

Matching Requirement: 0

Phone: 404-639-3256

Webpage: http://www.cdc.gov/

Program: Impact Aid Disaster Assistance Program Agency: Office of Elementary and Secondary Education Agency Type: Federal

Description: Funds are available to schools impacted by a declared disaster. Applications must be submitted within 90 days of the declaration and can be used to offset the loss of revenue and disaster recovery costs.

Matching Requirement: 0

Phone: 202-260-3858

Webpage: http://www.ed.gov/about/offices/list/oese/index.html?src=mr

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Program: Mortgage Insurance, Homes for Disaster Victims

Agency:Single Family Development Division, Office of Insured Single

Agency Type: Federal

Description: Loans available to individuals or families who are victims of a major disaster for the purchase of homes. HUD insures the lenders for possible losses from the mortgages on these homes. Those eligible must have resided in housing that was damaged or destroyed in a presidentially declared disaster.

Matching Requirement: 0

Phone: 202-708-2720

Webpage: http://www.hud.gov

Program: Physical Disaster Loans

Agency:Office of Disaster Assistance Agency Type: Federal

Description: Two types of loans available include Home Disaster Loans and Business Disaster Loans. These are loans available to cover uninsured losses suffered in declared physically damaging disasters. Applicants must show an ability to repay the loan.

Matching Requirement: 0

Phone: 202-205-6734

Webpage: http://www.sba.gov/disaster

Program: Taxes: Disaster Assistance Program
Agency:Taxpayer Service Division, IRS Agency Type: Federal
Description: Provides free income tax information and assistance to individuals who's property has

been damaged in a declared disaster. Matching Requirement: 0
Phone: 202-283-0600

Webpage: http://emd.wa.gov/6-rr/hs/dagfamily.htm

Primary Funding Category: Retrofit Public/Historical Structures

Program: Community Development Block Grant
Agency:Community Planning and Development Agency Type: Federal
Description: The grants can be used to provide long-term needs in the community. The state administers the CDBG funds for non-entitlement communities. The funds can be used for acquisition, rehabilitation, and reconstruction of damaged properties in disaster prone areas. They may also be used for emergency response activities including debris removal, demolition, and other disaster related public services.

Matching Requirement: 0.25

Phone: 202-709-8358

Webpage: http://www.hud.gov

Program: Emergency Shelter Grants Program
Agency:Community Planning and Development **Agency** Type: Federal
Description: Emergency shelters and housing for homeless individuals. Funds are available through the state. Funds must be used for renovation, alterations or conversions of buildings to homeless shelters. Services for the homeless may make up to 30% of the funds while administrative costs cannot be more than 5% of the fund. Local municipalities and non- profit organizations may apply directly to the state.

Matching Requirement: 0

Phone: 202-708-4300

Webpage:

Program: FLPA

Agency:Infrastructure Support Division, Response and Recovery Dir. Agency Type: Federal
Description: Grant money available when areas have been impacted by a Presidentially declared disaster. The funds may be used for a number of projects including repairs or replacement of damaged structures, buildings, bridges, water facilities, utilities, roads, etc. The money can also be used for debris removal.

Matching Requirement: 0.25

Phone: 202-646-3026

Webpage: http://www.fema.gov/

Program: Hazard Mitigation Grant Program

Agency:Mitigation Directorate

Agency Type: Federal

Description: Grant monies provided to implement hazard mitigation projects. The eligible projects are those that have been developed to reduce future losses to lives and property. Projects can include relocation, acquisition, demolition and elevating of structures.

Matching Requirement: 0.25

Phone: 202-646-4621

Webpage: http://www.fema.gov/mit.

Program: Historic Preservation Fund Grants-in-Aid

Agency: National Park Service, Preservation Heritage Services Division

Agency Type: Federal

Description: Provides matching grants to states to be used to identify, evaluate and protect historic properties.

Matching Requirement: 0

Phone: 202-343-6004

Webpage:

Program: Historic Properties, Repair and Restoration of Disaster-Damaged

Agency: Infrastructure Support Division

Agency Type: Federal

Description: Used in conjunction with the Stafford Act to evaluate the effects of repairs, restoration and mitigation of hazards to disaster-damaged historic properties.

Matching Requirement: 0

Phone: 202-272-0169

Webpage: http://www.usace.army.mil/

Program: Home Investment Partnership Program

Agency: Community Planning and Development Agency Type: Federal

Description: Loans are provided for the rehabilitation of existing housing, conversion of non- residential units for residential purpose and new residential construction. All loans must be used to increase the housing stock for low and very low income residents in the community.

Matching Requirement: 0

Phone: 202-708-3587

Webpage: http://www.hud.gov

Program: Hurricane Program

Agency:Mitigation Directorate Agency Type: Federal

Description: Provides assistance to certain coastal states to reduce the devastating effects from hurricanes. Programs include property protection, evacuation studies, hazard identification, training exercises and public education programs.

Matching Requirement: 0.25

Phone: 202-646-4621

Webpage: http://www.fema.gov/mit/

Primary Funding Category: River/Stream - Restoration/Preservation

Program: Resource Conservation and Development Loans

Agency:Water and Waste Rural Utilities Service

Agency Type: Federal

Description: Provides loan assistance to local agencies in authorized Resources Conservation and Development areas. Loan funds may be used for water based recreation facilities, soil and water development, conservation, control and use facilities, community water storage facilities, and necessary equipment to implement the above. A loan to a single RC&D area cannot exceed $500,000.

Matching Requirement: 0

Phone: 202-690-2670

Webpage:

Primary Funding Category: Stormwater/Flood Control Structures/Measures

Program: Flood Plain Management Services
Agency: U.S. Army Corps of Engineers Agency Type: Federal
Description: The funds can be used to identify flood hazards, implement flood hazard planning and mitigation efforts. Can also include planning and preparedness of hurricanes and other flood causing incidents.

Matching Requirement: 0

Phone: 202-272-0169

Webpage: http://www.usace.army.mil/

Program: Floods Mitigation Assistance Program

Agency:Mitigation Directorate

Agency Type: Federal

Description: These grants are to be used to develop cost-effective measures to reduce the risk of flooding within communities. The funds can be used for developing and improving flood mitigation plans.

Matching Requirement: 0.25

Phone: 202-646-5621

Webpage: http://www.fema.gov/mit/

Program: National Flood Mitigation Fund

Agency:Mitigation Directorate

Agency Type: Federal

Description: Funds programs designed to reduce the risk of flood damage. Grants can be used for flood mitigation programs including relocation, demolition, acquisition of flood prone properties, flood proofing and other techniques designed to limit the exposure to flood damage.

Matching Requirement: 0.25

Phone: 202-646-4621

Webpage: http://www.fema.gov/mit/

Program: Water Pollution Control

Agency:Environmental Protection Agency

Agency Type: Federal

Description: A wide range of support for prevention and abatement projects for surface and ground water sources. Funding cannot be used for waste treatment facilities. Funds can be used on studies, planning, training and public information.

Matching Requirement: 0

Phone:

Webpage: http://www.epa.gov/

Program: Watershed Protection and Flood Prevention

Agency: Natural Resources Conservation Service Agency Type: Federal

Description: The program provides technical assistance for the design and construction of watershed protection, flood prevention, sedimentation control, recreation and water management. The watershed area cannot exceed 250,000 acres, single capacity is capped at 25,000 acre-feet and 12,500 acre-feet of floodwater detention capacity.

Matching Requirement: 0

Phone: Webpage:

Program: Watershed Protection and Flood Prevention Loans

Agency:Water and Waste Rural Utilities Service

Agency Type: Federal

Description: The loan can be used to provide the local sponsors share of the cost of watershed projects such as flood prevention, irrigation, water quality management, sedimentation control, recreation and water storage. The total amount of the loans to one watershed may not exceed $10,000,000.

Matching Requirement: 0

Phone: 202-690-2670

Webpage:

Primary Funding Category: Training - Emergency Services

Program: Chemical Emergency Preparedness and Prevention Technical Assistance Grants Program

Agency:Chemical Emergency Preparedness and Prevention Office

Agency Type: Federal

Description: Grants awarded for accident prevention and emergency preparedness programs for chemical accident emergencies. All project periods must not be more than two years long.

Matching Requirement: 0.25

Phone: 202-260-6657

Webpage: http://www.epa.gov/emergencies/content/epcra/index.htm

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Program: First Responder Anti-Terrorism Assistance

Agency:Fire Administration, Fire Academy

Agency Type: Federal

Description: Provides training to local emergency responders such as police, fire, and EMS through the state fire training programs. The program is designed to provide these first responders with training to help them manage the initial stages of a terroristic act.

Matching Requirement: 0

Phone: 301-447-1158

Webpage: http://www.fema.gov/

Program: Law Enforcement Assistance

Agency: Federal Bureau of Investigation Agency Type: Federal

Description: Provides advanced training to experienced law enforcement personnel through the FBI National Academy.

Matching Requirement: 0

Phone: 202-324-3000

Webpage: http://www.fbi.gov/

Program: Local Law Enforcement Block Grants

Agency: Bureau of Justice Assistance

Agency Type: Federal

Description: Provides funding to support the hiring, training and employment of law enforcement officers and necessary support personnel and systems to help improve local law enforcement.

Matching Requirement: 0

Phone: 202-616-2356

Webpage: http://www.ojp.usdoj.gov/BJA/

Primary Funding Category: Wetlands Development/Restoration

Program: Coastal Wetlands Planning, Protection and Restoration Act

Agency: Fish and Wildlife Service

Agency Type: Federal

Description: Funds available to eligible states for the restoration, management and protection of coastal wetland systems. The grants are issued on a competitive basis and must be used for long-term conservation.

Matching Requirement: 0

Phone: 703-358-2156

Webpage: http://www.fws.gov

Program: Coastal Zone Management Administration Awards

Agency:Office of Ocean and Coastal Resource Management, Nation

Agency Type: Federal

Description: The funds from this program can only be used to implement and improve the Coastal Zone Management programs of the State. From ten to twenty percent of the funds may be used annually for projects in this zone. The projects can include coastal wetland management, public access improvements, hazard mitigation, planning, and assessments of the coastal areas.

Matching Requirement: 0

Phone: 301-713-3102

Webpage: http://www.noaa.gov/

APPENDIX H
Hazard Vulnerability Worksheet

Instructions for Completing Hazard Vulnerability Worksheet

The purpose of this worksheet is to provide a format for listing specific facilities and then scoring them in each of the various areas of vulnerability listed across the top of the page. The total of these scores will provide a "vulnerability score" that can be used to identify facilities with higher than average vulnerabilities, and then allow the owner/operator to evaluate the facility for potential mitigative actions that can reduce that vulnerability.

This worksheet is designed to capture all facilities that are the responsibility of one department within an organization in order that the contact person shown on the worksheet will be the same for all facilities listed. For example, the appropriate utility department and contact person information would be the same on each worksheet if all facilities were sewage system related. If some of the facilities were part of the water system and operated by another person within the utility, then a separate set of worksheets would be completed.

In the event there are numerous facilities that each have a different operating department and contact person, it may be more appropriate to complete a "Critical Facilities Inventory Form" on each rather than use a worksheet for only one or two facilities. This would allow the person scoring the facilities to list all of the disjoint facilities on the worksheet for scoring, but would have the detailed owner/operator information on separate inventory forms so they could be entered into a database.

The following instructions should help the person doing the scoring understand the meaning of each area of the worksheet.

Date: Enter the date this worksheet was completed.

Jurisdiction: Print the name of the jurisdiction that the facilities on this report are located in. If the location is in the unincorporated County then enter the name of the County.

Organization: What is the name of the jurisdiction or organization that actually owns the facility?

Department: If there is a specific department within the jurisdiction or organization that is responsible for the facilities on this report, print the name of that department.

Facility Name and Address: Print the name of the facility and its physical address in one of the spaces on the form. Include the City and Zip Code (preferably nine digit code). The physical address is necessary for GIS mapping purposes. If the latitude and longitude are known for the facility, print them below the address.

Contact Person, Title, Etc.: Print the name, title, mailing address, phone and fax for the person that is to be contacted for questions about the facilities listed. This would most appropriately be the individual that did the scoring on the facilities.

Scoring the Facilities for Vulnerability Facility Category: How critical the facility is to the operationof the organization?

0	Can be more than 72 hours before regaining operational capability
1	Must be operationally capable within 24 to 72 hours
2	Must be operationally capable within 24 hours or less
3	Must not lose operational capability

Facility Type: Which of the following classifications does this facility fall within?

GG-General Government (Government offices, recreation facilities, courthouses, etc.)

PS-Public Safety (Fire or police stations, EOCs, radio/warning systems, jails, bridges, etc. PH-

Public Health (Hospitals, clinics, health departments, etc.)

HC-Health Care (Nursing homes, mental health facilities, etc.)

UT-Utility (Power, phone/cell, water, sewer, stormwater, natural gas, etc.)

PC-Private/Commercial (facilities owned by the private sector, other than utilities)

Public or Private: Is this a public or privately owned facility?

PUB-Public

PRI-Private

Subject to High Winds: How vulnerable is the facility to “sustained” winds of 74 mph or greater.

0	This facility is not particularly vulnerable to high winds due to its construction, profile, design or other factor.
1	This facility is probably vulnerable to a minor degree to the effects of high winds due to one or more of the following characteristics: its construction, profile, design, lack of protection for building openings, high surface area walls, gable ends, expansive ceiling system, or its exposure to a tree lay down zone.
2	This facility is moderately vulnerable to the effects of high winds due to one or more of the following characteristics: its construction, profile, design, lack of protection for building openings, high surface area walls, gable ends, expansive ceiling systems, or its exposure to a tree lay down zone.

3	This facility is highly vulnerable to the effects of high winds due to one or more of the following characteristics: its construction, profile, design, lack of protection for building openings, high surface area walls, gable ends, expansive ceiling systems, or its exposure to a tree lay down zone.

Vulnerability to Flooding:

0	This facility is not vulnerable to flooding and has no history of flood damage.
1	This facility is in a flood-prone area and/or has had some minor flooding incidents from ponding in parking or grassy areas; but has no history of financial impact.
2	The facility is located within a flood-prone area and/or has experienced periodic flooding with only minor financial impact.
3	The facility has a history of flooding and/or has experienced moderate to heavy financial impact from a flood incident.

Vulnerability to Storm Surge:

0	This facility is not subject to damage from a storm surge.
1	This facility is located within a designated storm surge zone, but probably would not sustain damage unless affected by a Category 4 or 5 storm.
2	This facility is located within a designated storm surge zone, but probably would not sustain damage unless affected by a Category 3 storm.
3	This facility is located within a designated storm surge zone, and would probably sustain damage if affected by a Category 1 or 2 storm.

History of Damage:

0	This facility has no history of flood, wind and/or subsidence damage.
1	This facility has had at least one incident of flood, wind and/or subsidence damage that resulted in a loss of less than $1,000 (One Thousand Dollars).
2	This facility has had at least one incident of flood, wind and/or subsidence damage that resulted in a loss of more than $1,000 (One Thousand Dollars) but less than $44,800 (Forty Four Thousand Eight Hundred Dollars).
3	This facility has had at least one incident of flood, wind and/or subsidence damage that resulted in a loss of more than $44,800 (Forty Four Thousand Eight Hundred Dollars).

Subject to Earth Movement or Loss: This category focuses on damage from water action, not from the potential damage of a sinkhole.

0	This facility is not subject to "the undermining of the ground it rests upon" from any wave or water (canal, river, dam, etc.) action.
1	This facility has some possibility of earth loss from its foundation from riverine

	flooding.
2	This facility would probably suffer some deterioration of its foundation from riverine flooding or wave action.
3	This facility has a high probability of deterioration of its foundation from wave action due to its location on the coastline.

Vulnerable to Power Outage:

0	This facility has an onsite generator capable of supporting the entire facility.
1	This facility can lose power but an onsite generator will support only part of the facility; or the building is configured to accept a dedicated portable generator that is readily available. A power outage at this facility will cause some minor difficulties for customers and/or users of this facility until power is restored.
2	This facility is configured to accept a portable generator, but that generator may have to be shared with other facilities depending on the situation. A power outage may create moderate difficulties for customers and/or users of this facility until power is restored.
3	This facility has no emergency power capabilities and/or a power outage may create major difficulties for customers and/or users of this facility until power is restored.

Vulnerability to Lightning: This category is intended to score the facility in question for the effects of the electrical surge from a lightning strike. It is assumed that most facilities could be affected by a fire caused by a direct strike on a structure.

0	This facility is not particularly vulnerable to lightning due to its location, construction, profile or the fact that there are protective systems in place.
1	This facility is vulnerable to lightning, but equipment on site is not of a nature that disruption from a strike would create a public safety/health problem or do major damage to critical systems.
2	This facility is vulnerable to lightning, has critical systems and/or equipment, but protective measures have been taken to lessen the likelihood of system failure from a strike.
3	This facility is vulnerable to lightning and a strike would create a public safety/health problem and/or critical systems will go down. No protective systems are in place.

Vulnerable to Roadway Blockage by Debris or Flooding of Access Roads:

0	This facility is not vulnerable to roadway blockage, or it is a critical facility that will receive immediate attention from road clearing crews.
1	This facility is vulnerable to roadway blockage, but personnel assigned to this facility are equipped to gain access within12 to 24 hours.
	This facility is vulnerable to roadway blockage and will need attention. Road closure in excess of 24 hours will create moderate problems for the facility owner, and/or customers and employees.
3	This facility is highly vulnerable to roadway blockage, and inaccessibility will create moderate to severe problems for the facility owner, and/or customers and employees or no plan is in place to clear the roads or ensure accessibility.

Dependent upon Water Supply:

0	This facility can operate without a normal water supply for over 72 hours. Either the process provided at this facility does not require water or a reserve water supply system is located onsite.
1	This facility can operate without a normal water supply for between 24 and 72 hours. After that period processes and/or onsite staff will experience difficulties.
2	This facility must have a normal water supply within 24 hours or processes and/or onsite staff will be unable to function.
3	This facility must not lose a normal water supply.

Vulnerable to Sewer System Outage:

0	This facility is not vulnerable to a sewer system outage.
1	A sewer system outage would cause minor problems for, or because of, this facility.
2	A sewer system outage would cause moderate problems for, or because of, this facility.
3	A sewer system outage would cause major problems for, or because of, this facility.

Dependent upon Communications:

0	This facility is not vulnerable to communications equipment failure.
1	This facility could lose communications capability without major problems as long as that capability is restored within 24 to 72 hours.
2	This facility will experience major problems if communications capability is not restored within the first 24 hours.
3	This facility must not lose communications capability.

Disruption Causes Health & Safety Hazard:

0	A disruption of this facility poses no hazard to Health & Safety.
1	A disruption of this facility could cause some problems to Health & Safety under certain circumstances.
2	A disruption of this facility for more than 24 hours will likely create Health & Safety problems.
3	A disruption of this facility will absolutely create Health & Safety problems.

Disruption Would Cause Psychological Hardship:

0	A disruption of this facility will cause no psychological hardships.
1	A disruption of this facility for between 24 and 72 hours could cause minor to moderate psychological hardships.
2	A disruption of this facility for over 24 hours would likely cause psychological hardships.
3	A disruption of this facility for any length of time will cause psychological hardships.

Disruption Would Have Economic Impact:

0	Disruption of this facility should not cause any meaningful economic impact.
1	Disruption of this facility should cause some economic impact.
2	Disruption of this facility should cause moderate economic impact.
3	Disruption of this facility should cause major economic impact.

Disruption Impacts Community Services:

0	Disruption of this facility would not affect Community Services.
1	Disruption of this facility could affect certain non-critical Community Services.
2	Disruption of this facility could affect one or more important Community Services.
3	Disruption of this facility could affect a critical Community Service.

Environmental Problems Could Occur

0	Damage to this facility will create no environmental problems.
1	Damage to this facility may create certain short-term environmental problems.
2	Damage to this facility may create a health hazard and/or certain long-term environmental problems.
3	Damage to this facility may create a situation that is life threatening and/or has long-term environmental implications.

Facility Has Historic Value:

0	This facility has no historic value.
1	This is a historic structure, but can be repaired without compromise.
2	This is a historic structure and/or contents that have a historic value that would be difficult to repair or replace without compromising that value.
3	This structure and/or its contents have historic value that can neither be replaced nor repaired.

Facility Impacts
Agriculture:

0	Damage to this facility and/or its contents would have no affect on Agriculture.
1	Damage to this facility and/or its contents will have some affect on Agriculture.
2	Damage to this facility and/or its contents will have moderate affect on Agriculture.
3	Damage to this facility and/or its contents will create a situation that has a major affect on Agriculture.

Hazardous
Materials:

0	Hazardous Materials is not a concern with this facility.
1	This facility is not considered a hazardous materials site, but periodically uses materials and/or processes that could create a minor hazard.
2	This facility is not considered a hazardous materials site, but does contain some materials or processes that could create health and environmental problems or there is a facility within lose proximity that could create hazardous materials problems for this facility.
3	This facility is considered a hazardous materials site. Damage to this facility will likely create a situation with moderate to major health, safety and/or environmental implications.

Subject to Major
Fire:

0	This facility does not face a high risk of major urban fire or wildland fire.
1	This facility is in a position to face the risk of major urban fire or wildland fire, but the threat is considered minor.
2	This facility is in a location that makes it moderately vulnerable to the threat of a major urban fire and/or wildland fire.

3	This facility is located in a position that makes it highly vulnerable to a major urban fire and/or wildland fire.

L

Vulnerability Score:

This number will reflect the sum of the scores in the row corresponding to each facility. The overall score will help identify areas of vulnerability that need to be addressed and give an indication as to the types of mitigation initiatives that need to be recommended for the facility in question. Overall scores of all submitted facilities would be ranked and prioritized for further evaluation; the higher the score, the more closely the facility would be studied for mitigation initiatives.

OFFICE USE ONLY (Completed by LMS Steering Committee):
Project identification number: _____ _____ _____
Jurisdiction **ID Number** **Points/Rank**

APPLICANT INFORMATION

Project Name:_____

Is this Application being filed to update/amend a Project already listed in the LMS Project List? ____No ____Yes If so, what is its currently assigned Project Number: _____

Proposing Jurisdiction(s)/Organization(s)_____

Project Contact Name & Title: _____

Address:_____

Telephone:_____Fax:_____Email:_____

Additional Project Contact(s): At least one additional contact should be provided in addition to that listed above.

Name	Title	Agency	Phone	Email
1)				
2)				

DESCRIBE THE PROJECT: NOTE: If the project is a structural initiative, attach a map of the project location and the area to be benefited. Provide latitude and longitude coordinates of all pertinent features, if possible.

_____

_____

_____

_____

_____

_____

_____

_____

_____

DESCRIBE THE COST OF NO ACTION: Identify the possible results or outcomes if the project is <u>not</u> implemented and answer the questions which follow on the next page. Remember to consider both the direct, and indirect, results and outcomes and describe a reasonably predictable "worst case" situation.

_____

_____

_____

1. Will the project prevent all of the "No Action" outcomes? ___ No ___Yes.

If no, by what percentage would the outcomes be decreased? _____%.
2. What would be the time duration of the outcome for the "worst case"? _____Days.
3. What would be the total direct and indirect dollar losses in the "worst case" outcome? $_____.
4. How many people would be injured, sickened, or killed in the "worst case" outcome? _____ Persons.
5. How many highly valuable or irreplaceable environmental, historic, or cultural resources could be lost under the "worst case" situation?_____

DESCRIBE THE ANTICIPATED PROJECT BENEFITS: This section is to be used for providing updated, detailed information regarding the benefits of the proposed project, or to quantify, to the extent possible, the value of the costs avoided or minimized if the project were not to be implemented.

1. If the proposed project is specifically intended for protection of designated critical facilities- Is a designated "critical facility" to be benefited No Yes. If yes, provide type, name and address of designated critical facility.

Type Agency/organization Street Address Lat/Long

Describe the outcome of the total or partial loss of the designated critical facility (ies) affected:_____

2. For all types of projects, including those for protection of designated critical facilities:
Number of people directly benefited:_____Number of people indirectly benefited:_____

Percentage of jurisdictions population directly benefited:_____% Percentage indirectly benefited_____%

Number of structures to be benefited:_____Total estimated value of structures and contents: $_____

Is avoidance of evacuation to be an outcome of the project? ____ ___
____No____Yes
If yes explain why:_____

Is protection of the ability to evacuation to be an outcome? ____ No Yes.
____

If yes explain why:_____

Estimated number of evacuees benefited by project:_____

Estimated number of businesses avoiding evacuation by project:_____

Valuable environmental resource to be protected: ____ No Yes.
____

If yes, give name, location, acreage and status of resource:

Name Location Acreage Status

Valuable cultural or historic resource to be protected: ____ No ____ Yes.
If yes, give name location acreage and status of resource:

Name	Description/Type	Address	Status

If the preceding information does not adequately describe the benefits of the proposed mitigation initiative, provide an additional explanation of the expected benefits here:

_____
_____
_____

ESTIMATED INITIATIVE/PROJECT COSTS

COST OF THE PROJECT:

Provide an updated annualized cost to implement/complete the project: $_____per year.
Briefly explain the components considered in estimating the annualized cost to implement/complete the project:

_____
_____
_____

COST IMPACT OF THE PROJECT:

Upon implementation/completion of the project, if it is anticipated to have a continuing cost impact (e.g., operation, maintenance, etc.), provide an estimated for its annual cost impact: $_____per year.
Briefly explain the components considered in estimating the annual cost impact to and the anticipated annual amount ($/yr):_____
_____
_____

Define/identify the audience or population most likely to bear the cost impact (check as many as applicable):

☐ The general public	☐ Education institutions/ programs	☐ Health care facilities/services
☐ Buyers of property	☐ Retail businesses	☐ Local/regional governments
☐ Developers/builders	☐ Service businesses	☐ Public safety agency/organization
☐ Property owners	☐ Manufacturers	☐ Rescue/relief organization
☐ Transients/tourists	☐ Tourism-related businesses	☐ Other – Describe Below

_____
_____

BENEFIT/COST COMPARISON OF THE PROJECT:

1. Give the total annualized dollar cost of the "worst case" outcome: $ _____per year.

2. Give the total annualized dollar cost to implement the initiative: $_____per year and/or the total annualized cost impact: $_____ per year.

3. Divide the $/year in #1 above by the $/year in #2 above to derive the benefit to cost ratio.
   Give the ratio for the "worst case":_____

4. Provide adjusted benefit to cost ratios for life safety and resource protection (See instructions):
   For the "worst case" _____

FEASIBILITY OF IMPLEMENTING THE PROJECT:

Provide an updated analysis of the feasibility of implementation by answering these questions:

1. List the supporting documents, if any, in which this project is described (Give date, edition and section of the documents):

A)
B)
C)

2. List the permits/approvals most likely to be needed for full implementation and from whom:

A) Local
B) Regional / State
C) Federal

3. Provide and estimate of the time needed for implementation (in years or fractions of years), using the time necessary for each component step that is applicable:

For structural initiative:
Funding:_____Design:_____Local government approval:_____ State/Federal Approval:_____Property purchase:_____Construction:_____ Final construction inspection/ sign off:_____ TOTAL TIME NEEDED:_____years

For non-structural initiatives:
Funding:_____Development:_____Government or organizational approval:
Duration until initial effectiveness achieved:_____TOTAL TIME NEEDED: _____years

4. Has the propose initiative been used elsewhere for the same purpose: ____ No ____ Yes.
If yes, give the following information:

Where:_____In what time frame:_____
Was the initiative successful in achieving the intended purpose: ____ No Yes.
____
If no, explain why not? _____
_____
_____

Name of contact agency, organization or individual familiar with the initiative:_____
_____
_____

5. Is this proposed initiative likely to be generally acceptable to the affected population? ____ No
____ Yes.
If no, explain:_____
_____
_____

6. If acceptable to the affected population, are there special interest groups or stakeholders who would oppose the initiative? ____ No Yes.

If yes, identify the most likely groups or stakeholders and explain the most likely source of their opposition:_____

7. Have any similar proposed initiative implemented elsewhere encountered significant public controversy or opposition from special interests groups or stakeholders? ____No _____Yes.

If yes, explain the outcome of the controversy or opposition in those cases:_____

8. Are there modifications to the project that could decrease any opposition to the project? No Yes.

If yes, describe these modifications_____

Would these modifications decrease the mitigation effectiveness of the project? No Yes.

If yes, describe these decreases and estimate the percentage of benefits lost with the modifications:

Submit copy of completed form to Christopher D. Rison, AICP, Senior Planner, either by mail, fax, or email. Fax: 352-438-2601
Email: Christopher.rison@marioncountyfl.org
Mail: Marion County Growth Services Department, 2710 E. Silver Springs Boulevard, Ocala, FL, 34471

AdventHealth
Ocala

April 21, 2026

Mr. Kenneth Odom
Transportation Planner
Growth Services
Marion County Board of County Commissioners
2710 E. Silver Springs Blvd
Ocala, FL 34470

Dear Mr. Odom,

This letter serves as notification that AdventHealth Ocala supports the Marion County Local Mitigation Strategy as outlined in the Five-Year Plan. Mandatory protocol will be followed, as established by the FDEM and FEMA, in order to manage resiliency projects.

Please contact me if you have any questions.

Sincerely,

Nathan Thomason,
Chief Financial Officer
AdventHealth Ocala

cc: Wanda Bowlin, EMS/EM Specialist

April 29, 2026

Preston Bowlin, EM Director
Marion County Emergency Management
PO Box 1987
Ocala, Florida 34477

Re: Marion County Local Hazard Mitigation Plan Approved Pending Adoption

Dear Director Bowlin,

This is to confirm that we have completed a State review of the Marion County Local Mitigation Strategy (LMS) update for compliance with the federal hazard mitigation planning standards contained in 44 CFR 201.6(b)-(d). Based on our review and comments, Marion County developed and submitted all the necessary plan revisions and our staff has reviewed and approved these revisions. We have determined that the Marion County LMS plan is compliant with federal standards, subject to formal community adoption, for the jurisdictions below:

Marion County, Unincorporated
City of Ocala
City of Belleview
City of Dunnellon
Town of Reddick
Town of McIntosh
Advent Health Ocala

Upon submittal of a copy of all participating jurisdictions' documentation of their adoption resolutions to our office, we will send all necessary documentation to the Federal Emergency Management Agency (FEMA) who will issue formal approval of the Marion County LMS.

If you have any questions regarding this matter, please contact your LMS Liaison Evan Jenkins at Evan.Jenkins@em.myflorida.com or 850-443-4280.

Respectfully,

Kristin Lentz
Digitally signed by Kristin Lentz
Date: 2026.04.29 15:30:05 -04'00'

Laura Dhuwe,
Bureau Chief, Mitigation
State Hazard Mitigation Officer

LD/ej

Attachments: MEMORADUM: State approval of LMS plans under Program Administration by States (PAS)

cc: FEMA Region IV, Mitigation Division – Risk Analysis Branch

File #: 2026-1237 Agenda Item #: 6c.

Submitted By: Stephanie Galarza

Presentation By: Stephanie Galarza

Department: Engineering

FORMAL TITLE:
Release of an electric utility easement encumbering Parcels 37332-000-00, 37332-002-00, and 36796-010-00

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Staff requests the release of an electric utility easement encumbering Parcels 37332-000-00, 37332-002-00, and 36796-010-00, as referenced and recorded in Marion County Official Records, Book 8802, Pages 524-529. The easement contains numerous errors and was recorded by the Grantors without following the City's required review, acceptance, and recording process. Replacement easements have been obtained and will be recorded simultaneously with the release. A release map has been attached for clarification of the locations.

FINDINGS AND CONCLUSIONS:
Release of this easement is necessary to correct the Clerk's official records. Staff recommends approval.

FISCAL IMPACT:
None

PROCUREMENT REVIEW:
N/A

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

ALTERNATIVE:

- Approve with Changes

- Table
- Deny

Parcel ID Number(s): 37332-000-00, 37332-002-00 & 36796-010-00

DOCUMENT PREPARED BY/ RETURN TO:
City of Ocala
Engineering - Real Estate
1805 NE 30th Avenue, Bldg. 700
Ocala, Florida 34470

CITY OF OCALA, FLORIDA

RELEASE OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the CITY OF OCALA, FLORIDA, a Florida municipal corporation ("City"), whose mailing address is 1805 NE 30th Avenue, Building 700, Ocala, Florida 34470, for and in consideration of the sum of TEN and NO/100 U.S. DOLLARS ($10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, releases from the Easement(s) granted to the City of Ocala by Anthony P. Mendola, Rebecca J. Mendola and Diamondback Ranch, LLC and recorded in Official Records Book 8802, Page 524-529, Public Records of Marion County, Florida, the following Real Property (hereinafter the "Released Property"):

PARCEL ID NUMBER: 37332-000-00

SEC 29 TWP 16 RGE 22
N1/2 OF NW1/4 OF NW1/4
EX N 30 FT AND EX ROW SR 475

PARCEL ID NUMBER: 37332-002-00

SEC 20 TWP 16 RGE 22
COM AT THE SW COR OF SW 1/4 OF SEC 20 TH N 89-06-38 E 10.73 FT TO THE POB TH N 00-09-22 W 953.27 FT TH S 89-53-13 E 1596.44 FT TH S 22-38-16 E 1006.54 FT TH S 00-18-25 E 666.76 FT TH S 89-30-11 W 663.41 FT TH N 00-21-06 W 635.41 FT TH S 89-23-25 W 1317.53 FT TH N 00-11-49 W 30.01 FT TO THE POB EXC COM AT THE SW COR OF SW 1/4 OF SEC 20 TH N 89-06-38 E 10.73 FT TH N 00-09-21 W 953.27 FT TH S 89-53-13 E 588.77 FT TO THE POB TH CONT S 89-53-13 E 208.71 FT TH S 00-06-47 W 208.71 FT TH N 89-53-13 W 208.71 FT TH N 00-06-47 E 208.71 FT TO THE POB

PARCEL ID NUMBER: 36796-010-00

SEC 20 TWP 16 RGE 22
SW 1/4 & EXC NE 1/4 OF NE 1/4 OF SW 1/4 & EXC NW 1/4 OF NE 1/4 OF SW 1/4 & N 50 FT FOR ROW & EXC THE NE 1/4 OF NW 1/4 OF SW 1/4 & EXC N 363.05 FT OF E 2/3 OF SE 1/4 OF NW 1/4 OF SW 1/4 & EXC ROW FOR CR 475 & EXC COM AT THE SW COR OF NW 1/4 TH S 89-54-11 E 22.12 FT TH S 00-03-29 W 50 FT TO THE POB TH CONT S 00-03-29 W 150 FT TH S 89-54-19 E 300 FT TH N 00-03-29 E 150 FT TH N 89-54-19 W 300 FT TO THE POB & EXC COM AT THE SW COR OF SW 1/4 OF SEC 20 TH N 89-06-38 E 10.73 FT TO THE POB TH N 00-09-22 W 953.27 FT TH S 89-53-13 E 1596.44 FT TH S 22-38-16 E 1006.54 FT TH S 00-18-25 E 666.76 FT TH S 89-30-11 W 663.41 FT TH N 00-21-06 W 635.41 FT TH S 89-23-25 W 1317.53 FT TH N 00-11-49 W 30.01 FT TO THE POB

AND

SEC 29 TWP 16 RGE 22
N 1/2 OF NE 1/4 OF NW 1/4 & N 30 FT OF N 1/2 OF NW 1/4 OF NW 14 & EXC COM SW COR OF SW 1/4 TH N 89-06-38 E 10.73 FT TH N 00-09-22 W 953.27 FT TO POB TH N 00-09-22 W 1497.49 FT TH N 89-54-33 E 299.89 FT TH N 00-09-40 W 149.98 FT TH N 89-52-41 E 345.44 FT TH S 00-20-37 E 611.10 FT TH N 89-46-31 E 222.17 FT TH S 00-17-46 E 363.07 FT TH N 89-48-33 E 444.31 FT TH S 22-38-16 E 736.79 FT TH S 89-53-13 W 1596.44 FT TO POB

This Release of Easement shall not release or otherwise affect any rights, privileges, interests, or easements City has on other real property or on the Released Property arising out of other instruments.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

CITY OF OCALA, FLORIDA,
A Florida municipal corporation

_____

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

_____	_____
WITNESS 1 (signature)	WITNESS 2 (signature)
Angel B. Jacobs	William E. Sexton
WITNESS 1 (printed name)	WITNESS 2 (printed name)
110 S.E. Watula Avenue, Ocala, Florida 34471	110 S.E. Watula Avenue Ocala, Florida 34471
WITNESS 1 (address)	WITNESS 2 (address)

ATTEST:	APPROVED AS TO FORM/LEGALITY:
_____	_____
ANGEL B. JACOBS, City Clerk	WILLIAM E. SEXTON, City Attorney

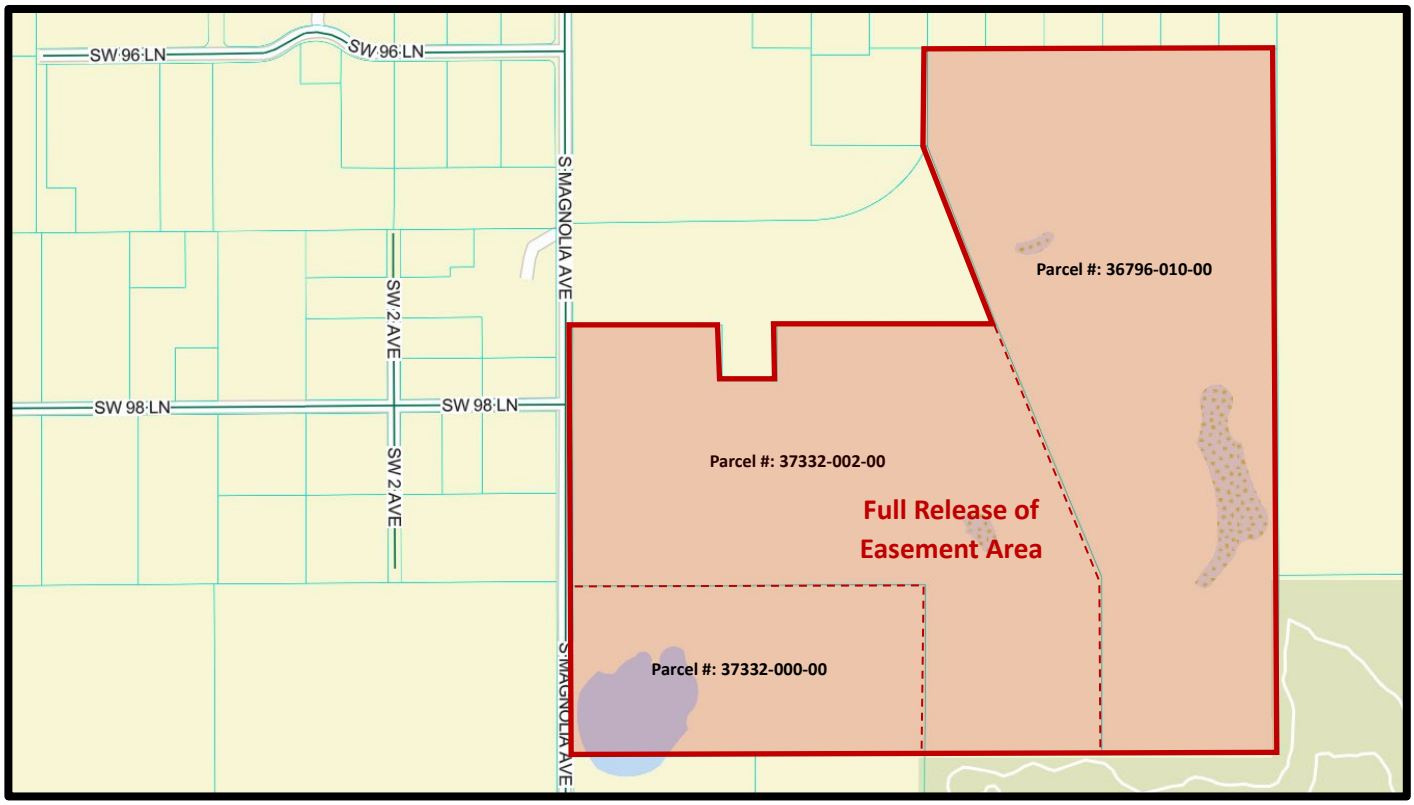
STATE OF FLORIDA
COUNTY OF MARION

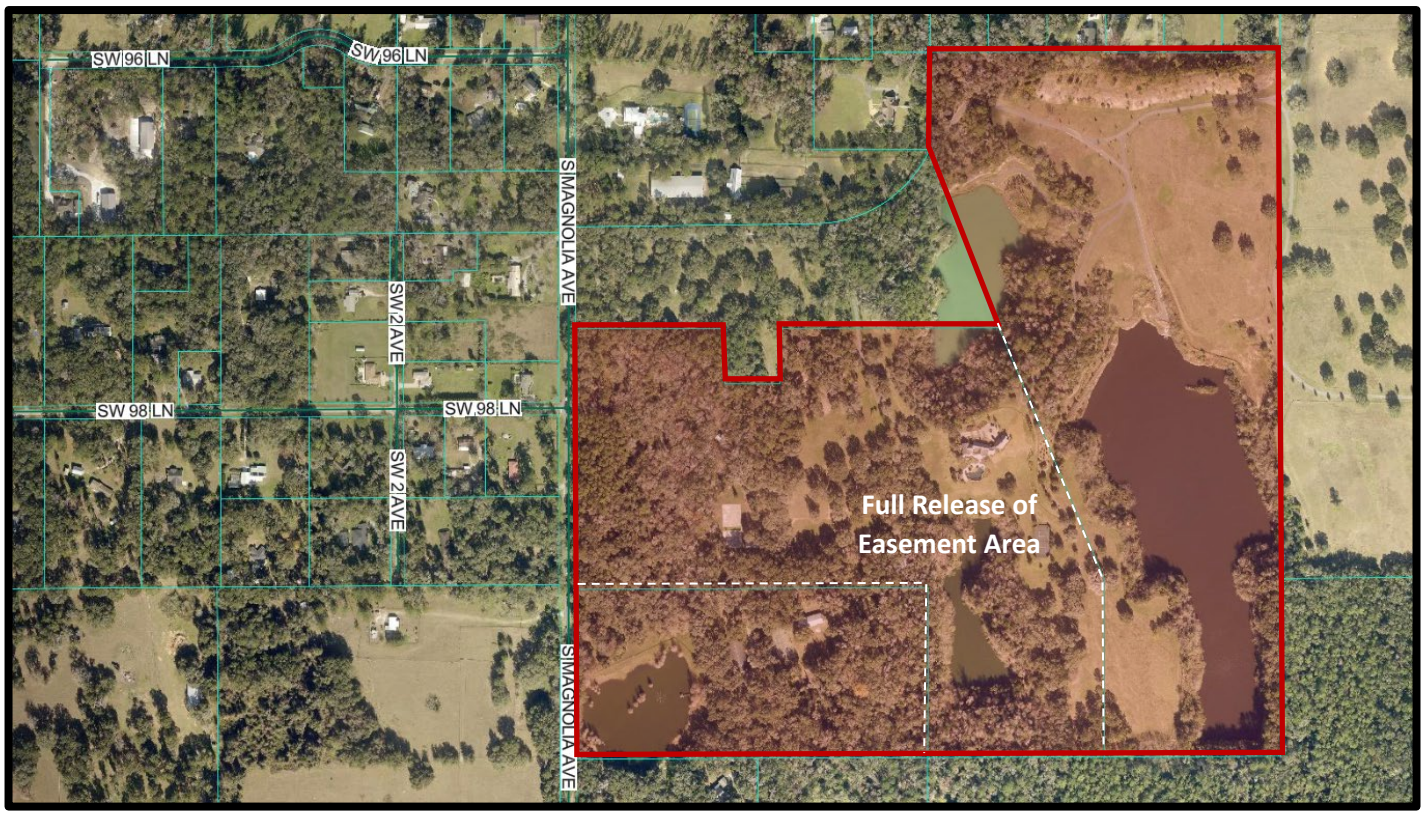
The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____ 20_____ , by Ire J. Bethea, Sr., as President of the City Council of the City of Ocala, Florida, a Florida municipal corporation, who is personally known to me, for and on behalf of the City of Ocala, Florida.

_____
NOTARY PUBLIC

Location Map

Full Release of Easement
Parcel #'s: 37332-000-00, 37332-002-00 & 36796-010-00
Official Records: Book 8802, Page 524-529





This instrument prepared by
City of Ocala Electric Utility
Electric Engineering Division
1805 NE 30th Ave. Bldg 400
Ocala, Florida 34470-4875

GREGORY C HARRELL CLERK & COMPTROLLER MARION CO
DATE: 01/08/2026 11:05:34 AM
FILE #: 2026002368 OR BK 8802 PGS 524-529
REC FEES: $52.50 INDEX FEES: $0.00
DDS: $0.70 MDS: $0 INT: $0

GRANT FOR ELECTRIC UTILITY EASEMENT
(INDIVIDUAL)

THIS EASEMENT, Made this day between 1) Tony & Becky Mendola, (GRANTOR(s)) their heirs, successors and assigns, and the CITY OF OCALA, a Florida Municipal Corporation, under the laws of the State of Florida, its successors, lessees and assigns (GRANTEE):

WITNESSETH, that, for and in consideration of the mutual benefits, covenants and conditions herein contained, GRANTOR grants and conveys to GRANTEE an easement to install, operate and maintain in perpetuity or until the use thereof is abandoned, such facilities as may be necessary or desirable for providing electric energy and services and communication services, said facilities being located in the following described Easement Area within GRANTOR'S premises in Marion County, Florida, to wit:

2) SEC: 20, 3) TWP: 16, 4) RNG: 22.

5) PARCEL ID #(s) 37332-000-00 / 37332-002-00 / 36796-010-00

6) JOB SITE ADDRESS 704 SE 95th St
Ocala, FL 34480

7) LEGAL DESCRIPTION: (See attached Exhibit "A")

The Easement shall be 8) 10 feet in width and the length and direction are as set forth in City of Ocala work order number 9) EU26-011 (See attached Exhibit "B"). GRANTEE or GRANTOR may hereafter have a survey performed of the actual location of GRANTEE's facilities as installed, and GRANTOR and GRANTEE shall thereafter enter into an amendment to this instrument incorporating the more specific legal description, as determined by such survey, as the length and direction of the Easement; the width of the Easement shall remain the same as set forth above. The party obtaining the survey shall bear all costs and expenses associated therewith and with the preparation and recording of the amendment.

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; (b) the right for GRANTEE to increase or decrease the voltage and change the quantity and type of facilities; (c) the right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth, and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation, or maintenance of said facilities; (d) the right for GRANTEE to trim or remove any timber adjacent to but outside the Easement Area which, in the opinion of the GRANTEE, endangers or interferes with the safe and efficient installation, operation, or maintenance of said facilities; (e) the reasonable right for GRANTEE to enter upon lands of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges reasonable, necessary, or convenient for GRANTEE'S safe and efficient installation, operation, and maintenance of said facilities and for the enjoyment and use of said easement for the purpose described above.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If fences are installed, they shall be placed so as to allow ready access to GRANTEE'S facilities and provide a working space of not less than six feet (6') on the opening side and one foot (1') on the other three sides of any pad mounted transformer. If GRANTOR'S future orderly development of the premises is in physical conflict with GRANTEE'S facilities, GRANTEE shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon easement area in GRANTOR'S premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered canceled as to the portion vacated by such relocation.

GRANTOR covenants not to interfere with GRANTEE'S facilities within the Easement Area in GRANTOR'S premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property, resulting from interference with GRANTEE'S facilities by GRANTOR or by GRANTOR'S agents or employees.

GRANTOR hereby warrants and covenants (a) the GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE and, (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement and subject to any use made by GRANTOR not inconsistent with the rights granted herein.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

Any addendums attached to this agreement shall be limited to legal descriptions, surveys or drawings unless prior approval has been received from the City of Ocala.

[This portion of page intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the undersigned GRANTOR(S) have hereunto set their hands and seals this:
10) 4 day of December, 2025.

By signing below, I/we attest that no changes have been made to the content of this document.

WITNESSES:

11) _____
Signature – Witness #1

12) Scott Schuck
Printed Name – Witness #1

Printed Address – Witness #1:

819 SE 14th Avenue
Ocala, FL 34471

13) _____
Signature – Witness #2

14) William B. Futch
Printed Name – Witness #2

Printed Address – Witness #2:

1152 SE 10th Street
Ocala, Florida 34471

15) _____
Grantor Signature

16) Anthony P. Mendola
Grantor Name (Printed)

17) 700 SE 95th St
Grantor Address – Line 1

Ocala, FL 34480
Grantor Address – Line 2

18) Rebecca J Mendola
Grantor #2 Signature

19) Rebecca J Mendola
Grantor #2 Name (Printed)

20) 700 SE 95 St.
Grantor #2 Address – Line 1

Ocala FL 34480
Grantor #2 Address – Line 2

21) STATE OF Florida

22) COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 4 day of December, 2025, by

_____.
(name of Grantor(s) / person(s) acknowledging)

23) Jesse Pamlanye Signature of Notary Public

24) Jesse Pamlanye Printed / Stamped Name Commissioned Name of Notary
25) Personally Known ✓ OR Produced Identification _____
26) Type of Identification Produced _____.

RETURN TO: RYON LEE
City of Ocala Electric Utility
Electric Engineering Division
1805 NE 30th Ave. Bldg 400
Ocala, FL 34470-4875

JESSE QUINN PAMLANYE
Notary Public - State of Florida
Commission # HH 660934
My Comm. Expires Apr 6, 2029
Bonded through National Notary Assn.

Ocala Electric Utility – Engineering Division
1805 NE 30th Ave. • Bldg 400 • Ocala, FL • 34470 • (352) 351-6620

Find your place

Procedures for ELECTRIC UTILITY EASEMENT (INDIVIDUAL)

Proceed in numerical sequence:

1. Print name of property owner(s) as it appears on their deed.
2. Section.
3. Township.
4. Range.
5. Parcel ID number.
6. Job Site address.
7. Legal description of the property.
   - **Attach the legal description on a separate sheet and label it "EXHIBIT A".**
8. Easement width.
9. Workorder #.
10. Date of execution.
    - **Should be the same date as the date notarized.**
11. Signature of 1st witness.
12. Print name of 1st witness.
    - **MUST not be related to the Grantor(s).**
    - **One witness can be the Notary.**
    - **Witness address is required; please print below the Witnesses printed name in the area provided.**
13. Signature of 2nd witness.
14. Print name of 2nd witness.
    - **MUST not be related to the Grantor(s).**
    - **MUST be different from the 1st witness.**
    - **One witness can be the Notary.**
    - **Witness address is required; please print below the Witnesses printed name in the area provided.**
15. Signature of property owner / Grantor.
    - **All parties whose names appear on the deed must sign this easement.**
16. Print name of property owner / Grantor.
17. Print address of property owner / Grantor.
18. Signature of additional property owner, if more than one owner (Grantor #2).
19. Print name of additional property owner (Grantor #2).
20. Print address of second property owner.
21. State where executed and Notarized.
22. County where executed and Notarized.
23. Notary's Signature.
24. Notary's name (typed, printed, or stamped).
25. Notary must indicate if the Grantor(s) is / are personally known or if Grantor(s) produced identification.
26. Notary must describe the type of identification was provided.

Once complete:

1. Return the signed **original** easement documents to Ocala Electric Utility.
   - **The signature page must include original "Wet Ink" signatures and Notarization. (Electronic signatures are not acceptable)**
2. Ocala Electric Utility will forward the documents to the City's Real Estate Division for review / processing.
3. The signed documents will be submitted to the City Clerk's Office and are subject to their approval.
4. If approved, the documents will be processed for recording by the City Clerk's Office.

Should you have any further questions, please contact this office. Thank you for your cooperation.

EXHIBIT 'A'

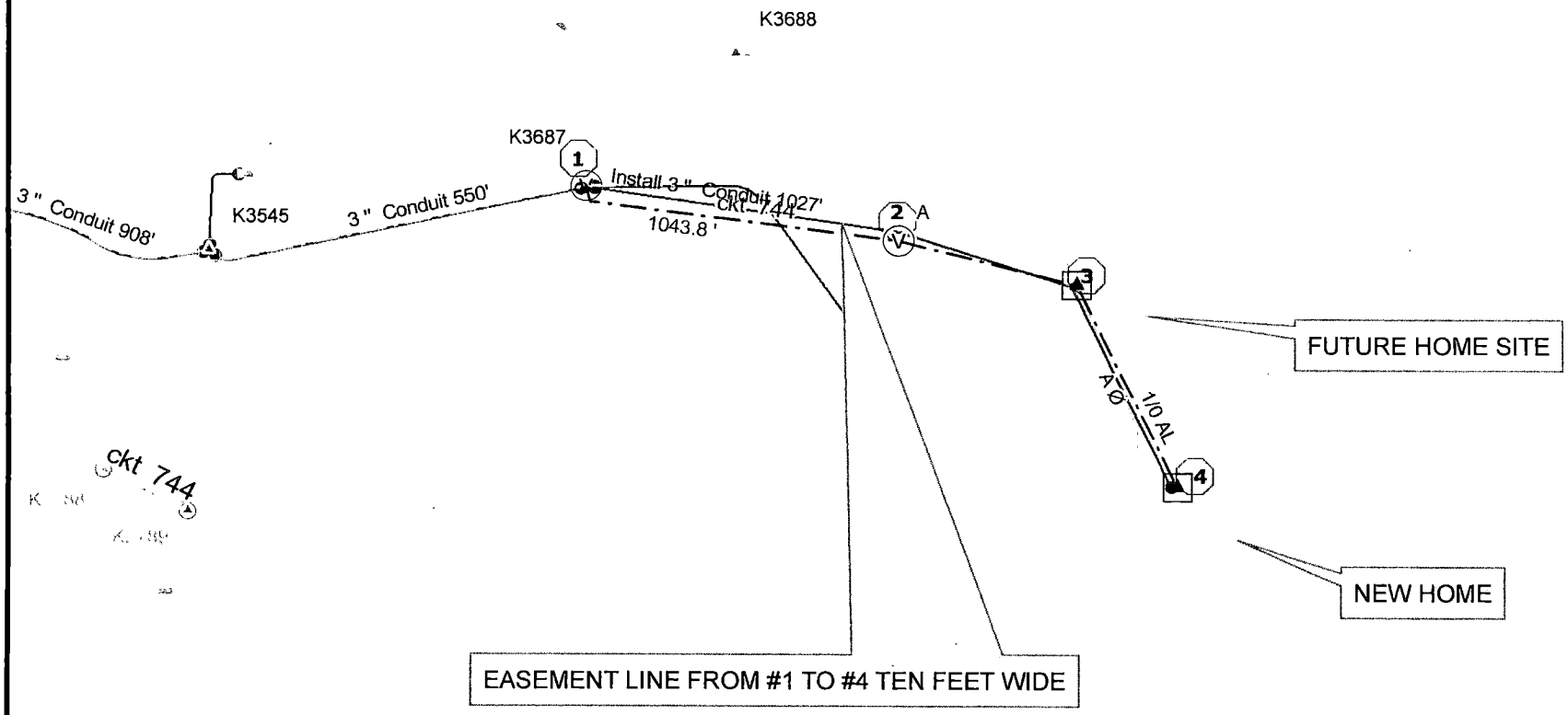
Parcel Identification Number: 37332-002-00

Description:

SEC 20 TWP 16 RGE 22
COM AT THE SW COR OF SW 1/4 OF SEC 20 TH N 89-06-38 E 10.73 FT TO THE POB TH N 00-09-22 W 953.27 FT TH S 89-53-13 E 1596.44 FT TH S 22-38-16 E 1006.54 FT TH S 00-18-25 E 666.76 FT TH S 89-30-11 W 663.41 FT TH N 00-21-06 W 635.41 FT TH S 89-23-25 W 1317.53 FT TH N 00-11-49 W 30.01 FT TO THE POB
EXC COM AT THE SW COR OF SW 1/4 OF SEC 20 TH N 89-06-38 E 10.73 FT TH N 00-09-21 W 953.27 FT TH S 89-53-13 E 588.77 FT TO THE POB TH CONT S 89-53-13 E 208.71 FT TH S 00-06-47 W 208.71 FT TH N 89-53-13 W 208.71 FT TH N 00-06-47 E 208.71 FT TO THE POB
Parent Parcel: 37332-000-00

Book8802/Page529 CFN#202600236

EXHIBIT "B"



"Not to Scale"

AS BUILT	N / W E / S	**MENDOLA PROJECT**			
		PULL IN PRMARY UG TO 1 Cabinet (2) UG TX's with 2 SERVICES Total feet 1426 primary			
SIGN		OCALA Electric Utility	*1805 NE 30 AVE OCALA, FL 34470*	*Prj #: 26-1060*	*Ckt: 744*
DATE			*PH: (352) 351-6620 FX: (352) 401-6961*	*WO #: EU26-011*	*Eng: rlee*
LOCATES: YES	1 " = 252 '				*Date: 12/3/2025*
					700 SE 95TH ST Ocala, FL 34480

This instrument prepared by
City of Ocala Electric Utility
Electric Engineering Division
1805 NE 30th Ave. Bldg 400
Ocala, Florida 34470-4875

GRANT FOR ELECTRIC UTILITY EASEMENT
(INDIVIDUAL)

THIS EASEMENT, Made this day between 1) ANTHONY P. MENDOLA AND REBECCA J. MENDOLA, (GRANTOR(s)) their heirs, successors and assigns, and the CITY OF OCALA, a Florida Municipal Corporation, under the laws of the State of Florida, its successors, lessees and assigns (GRANTEE):

WITNESSETH, that, for and in consideration of the mutual benefits, covenants and conditions herein contained, GRANTOR grants and conveys to GRANTEE an easement to install, operate and maintain in perpetuity or until the use thereof is abandoned, such facilities as may be necessary or desirable for providing electric energy and services and communication services, said facilities being located in the following described Easement Area within GRANTOR'S premises in Marion County, Florida, to wit:

2) SEC: 20 , 3) TWP: 16 , 4) RNG: 22 .

5) PARCEL ID #(s) 37332-002-00

6) JOB SITE ADDRESS 9867 S MAGNOLIA AVE
OCALA, FL 34480

7) LEGAL DESCRIPTION: (See attached Exhibit "A")

The Easement shall be 8) 10 feet in width and the length and direction are as set forth in City of Ocala work order number 9) EU26-011 (See attached Exhibit "B"). GRANTEE or GRANTOR may hereafter have a survey performed of the actual location of GRANTEE's facilities as installed, and GRANTOR and GRANTEE shall thereafter enter into an amendment to this instrument incorporating the more specific legal description, as determined by such survey, as the length and direction of the Easement; the width of the Easement shall remain the same as set forth above. The party obtaining the survey shall bear all costs and expenses associated therewith and with the preparation and recording of the amendment.

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; (b) the right for GRANTEE to increase or decrease the voltage and change the quantity and type of facilities; (c) the right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth, and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation, or maintenance of said facilities; (d) the right for GRANTEE to trim or remove any timber adjacent to but outside the Easement Area which, in the opinion of the GRANTEE, endangers or interferes with the safe and efficient installation, operation, or maintenance of said facilities; (e) the reasonable right for GRANTEE to enter upon lands of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges reasonable, necessary, or convenient for GRANTEE'S safe and efficient installation, operation, and maintenance of said facilities and for the enjoyment and use of said easement for the purpose described above.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If fences are installed, they shall be placed so as to allow ready access to GRANTEE'S facilities and provide a working space of not less than six feet (6') on the opening side and one foot (1') on the other three sides of any pad mounted transformer. If GRANTOR'S future orderly development of the premises is in physical conflict with GRANTEE'S facilities, GRANTEE shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon easement area in GRANTOR'S premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered canceled as to the portion vacated by such relocation.

GRANTOR covenants not to interfere with GRANTEE'S facilities within the Easement Area in GRANTOR'S premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property, resulting from interference with GRANTEE'S facilities by GRANTOR or by GRANTOR'S agents or employees.

GRANTOR hereby warrants and covenants (a) the GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE and, (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement and subject to any use made by GRANTOR not inconsistent with the rights granted herein.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

Any addendums attached to this agreement shall be limited to legal descriptions, surveys or drawings unless prior approval has been received from the City of Ocala.

[This portion of page intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the undersigned GRANTOR(S) have hereunto set their hands and seals this: 10) 30 day of January, 2026.

By signing below, I/we attest that no changes have been made to the content of this document.

WITNESSES:

11) _____
Signature – Witness #1

12) William B. Fuller
Printed Name – Witness #1

Printed Address – Witness #1:
1152 SE 10th St
Ocala, FL 34471

13) _____
Signature – Witness #2

14) Savana Perna
Printed Name – Witness #2

Printed Address – Witness #2:
15 Almond Drive Trail
Ocala, FL 34472

15) _____
Grantor Signature

16) ANTHONY P MENDOLA
Grantor Name (Printed)

17) 700 SE 95TH STREET
Grantor Address – Line 1

OCALA, FL 34480
Grantor Address – Line 2

18) Rebecca J Mendola
Grantor #2 Signature

19) REBECCA J. MENDOLA
Grantor #2 Name (Printed)

20) 700 SE 95TH STREET
Grantor #2 Address – Line 1

OCALA, FL 34480
Grantor #2 Address – Line 2

21) STATE OF Florida

22) COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 30 day of January, 20 26, by ANTHONY P. MENDOLA AND REBECCA J. MENDOLA.
(name of Grantor(s) / person(s) acknowledging)

23) Jesse Pamlanye Signature of Notary Public

24) Jesse Pamlanye Printed / Stamped Name Commissioned Name of Notary
25) Personally Known ✓ OR Produced Identification _____
26) Type of Identification Produced _____.

RETURN TO: RYON LEE
City of Ocala Electric Utility
Electric Engineering Division
1805 NE 30th Ave. Bldg 400
Ocala, FL 34470-4875

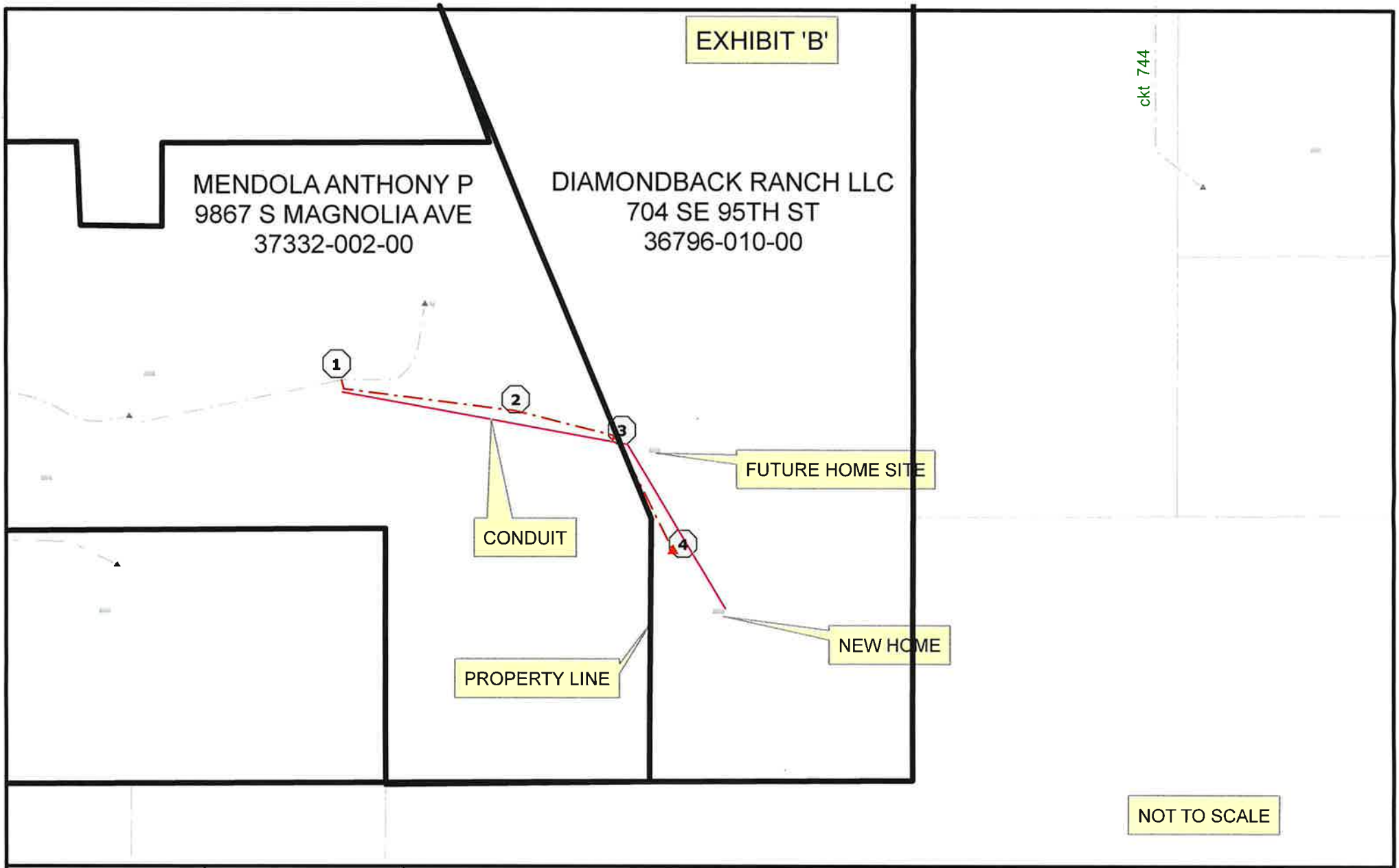
JESSE QUINN PAMLANYE
Notary Public - State of Florida
Commission # HH 660934
My Comm. Expires Apr 6, 2029
Bonded through National Notary Assn.

EXHIBIT 'A'

Parcel Identification Number: 37332-002-00

Description:

SEC 20 TWP 16 RGE 22
COM AT THE SW COR OF SW 1/4 OF SEC 20 TH N 89-06-38 E 10.73 FT TO THE POB TH N 00-09-22 W 953.27 FT TH S 89-53-13 E 1596.44 FT TH S 22-38-16 E 1006.54 FT TH S 00-18-25 E 666.76 FT TH S 89-30-11 W 663.41 FT TH N 00-21-06 W 635.41 FT TH S 89-23-25 W 1317.53 FT TH N 00-11-49 W 30.01 FT TO THE POB
EXC COM AT THE SW COR OF SW 1/4 OF SEC 20 TH N 89-06-38 E 10.73 FT TH N 00-09-21 W 953.27 FT TH S 89-53-13 E 588.77 FT TO THE POB TH CONT S 89-53-13 E 208.71 FT TH S 00-06-47 W 208.71 FT TH N 89-53-13 W 208.71 FT TH N 00-06-47 E 208.71 FT TO THE POB
Parent Parcel: 37332-000-00



AS BUILT

SIGN

DATE

LOCATES: YES

N W E S

1 " = 333 '

MENDOLA PROJECT

PULL IN PRMARY UG TO 1 Cabinet (2) UG TX's with 2 SERVICES Total feet 1426 primary

OCALA Electric Utility

1805 NE 30 AVE
OCALA, FL 34470

PH: (352) 351-6620
FX: (352) 401-6961

Prj #:	*26-1060*	*Ckt:*	*744*
WO #:	*EU26-011*	*Eng:*	*rlee*
		Date:	*1/22/2026*

9867 S MAGNOLIA AVE OCALA, FL 34480

This instrument prepared by:
City of Ocala Electric Utility
Electric Engineering Division
1805 NE 30th Ave. Bldg 400
Ocala, FL 34470-4875

1) Parcel I.D. #(s): 36796-010-00

2) Job Site Address: 704 SE 95TH ST OCALA, FL 34480

GRANT FOR ELECTRIC UTILITY EASEMENT
(LLC)

THIS EASEMENT, Made this day between 3) DIAMONDBACK RANCH,LLC, (GRANTOR) their heirs, successors and assigns, and the CITY OF OCALA, a Florida Municipal Corporation, under the laws of the State of Florida, its successors, lessees and assigns (GRANTEE):

WITNESSETH, That, for and in consideration of the mutual benefits, covenants and conditions herein contained, GRANTOR grants and conveys to GRANTEE an easement to install, operate, and maintain in perpetuity or until the use thereof is abandoned, such facilities as may be necessary or desirable for providing electric energy and services and communication services. Said facilities being located in the following described Easement Area within GRANTOR'S premises in Marion County, Florida, to wit:

4) SEC: 20 , 5) TWP: 16 , 6) RNG: 22 .

7) LEGAL DESCRIPTION: (See attached Exhibit "A")

The Easement shall be 8) 10 feet in width and the length and direction are as set forth in City of Ocala work order number 9) EU26-011 (See attached Exhibit "B"). GRANTEE or GRANTOR may hereafter have a survey performed of the actual location of GRANTEE's facilities as installed, and GRANTOR and GRANTEE shall thereafter enter into an amendment to this instrument incorporating the more specific legal description, as determined by such survey, as the length and direction of the Easement; the width of the Easement shall remain the same as set forth above. The party obtaining the survey shall bear all costs and expenses associated therewith and with the preparation and recording of the amendment.

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for the GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; (b) the right for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities; (c) the right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth, and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation, or maintenance of said facilities; (d) the right for GRANTEE to trim or remove any timber adjacent to but outside the Easement Area which, in the opinion of GRANTEE, endangers or interferes with the safe and efficient installation, operation, or maintenance of said facilities; (e) the reasonable right for GRANTEE to enter upon lands of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; (f) all other rights and privileges reasonably necessary or convenient for GRANTEE'S safe and efficient operation and maintenance and use of said easement for the purposes described above.

GRANTOR hereby covenants and agrees that no buildings, structures, or obstacles (except fences) shall be located, constructed, excavated, or created within the Easement Area. If fences are installed, they shall be placed so as to allow ready access to GRANTEE'S facilities. If GRANTOR'S future orderly development of the premises is in physical conflict with GRANTEE'S facilities, GRANTEE shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon easement area in GRANTOR'S premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation.

GRANTOR hereby warrants and covenants (a) the GRANTOR is the owner of the fee simple title to the premises in which the above-described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE, and (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement.

All covenants, terms, provisions, and conditions herein contained shall inure and extent to and be obligatory upon the heirs, successors, lessees, and assigns of the respective parties hereto.

[This portion of page intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name by its proper officers duly authorized by the Board of Directors this:

10) 30 day of January, 2026.

By signing below, I/we attest that no changes have been made to the content of this document.

WITNESSES:

11) _____
Signature – Witness #1

12) William B. Fitch
Printed Name – Witness #1

Printed Address – Witness #1:
1152 SE 10th St
Ocala, FL 34471

13) _____
Signature – Witness #2

14) Savana Perna
Printed Name – Witness #2

Printed Address – Witness #2:
15 Almond Drive Trail
Ocala, FL 34472

15) DIAMONDBACK RANCH LLC
LLC Name

16) by: _____
Signature

by: ANTHONY P.MENDOLA, MANAGER
Printed Name and Title

for: N/A
Corporate Name (when LLC owned by Corporation)

as: N/A
Printed Title of Corporation

17) N/A
Attesting Corporate Officer Signature

N/A
Printed Name and Title

LLC Grantor's Mailing Address:
700 SEE 9TH STREET
OCALA, FL 34480

18) STATE OF Florida

19) COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 30 day of January, 20 26, by ANTHONY P. MENDOLA, as MANAGER, and by N/A, as Attesting Officer, respectively of DIAMONDBACK RANCH,LLC, an LLC of the State of _____.

20) Jesse Pamlanye Signature of Notary Public

21) Jesse Pamlanye Printed / Stamped Name Commissioned Name of Notary

22) Both Personally Known ✓ OR Produced Identification _____

23) Type of Identification Produced _____.

RETURN TO: Ryon Lee
City of Ocala Electric Utility
Electric Engineering Division
1805 NE 30th Ave Bldg 400
Ocala, FL 34470-4875

JESSE QUINN PAMLANYE
Notary Public - State of Florida
Commission # HH 660934
My Comm. Expires Apr 6, 2029
Bonded through National Notary Assn.

EXHIBIT 'A'

Parcel Identification Number: 36796-010-00

Description:

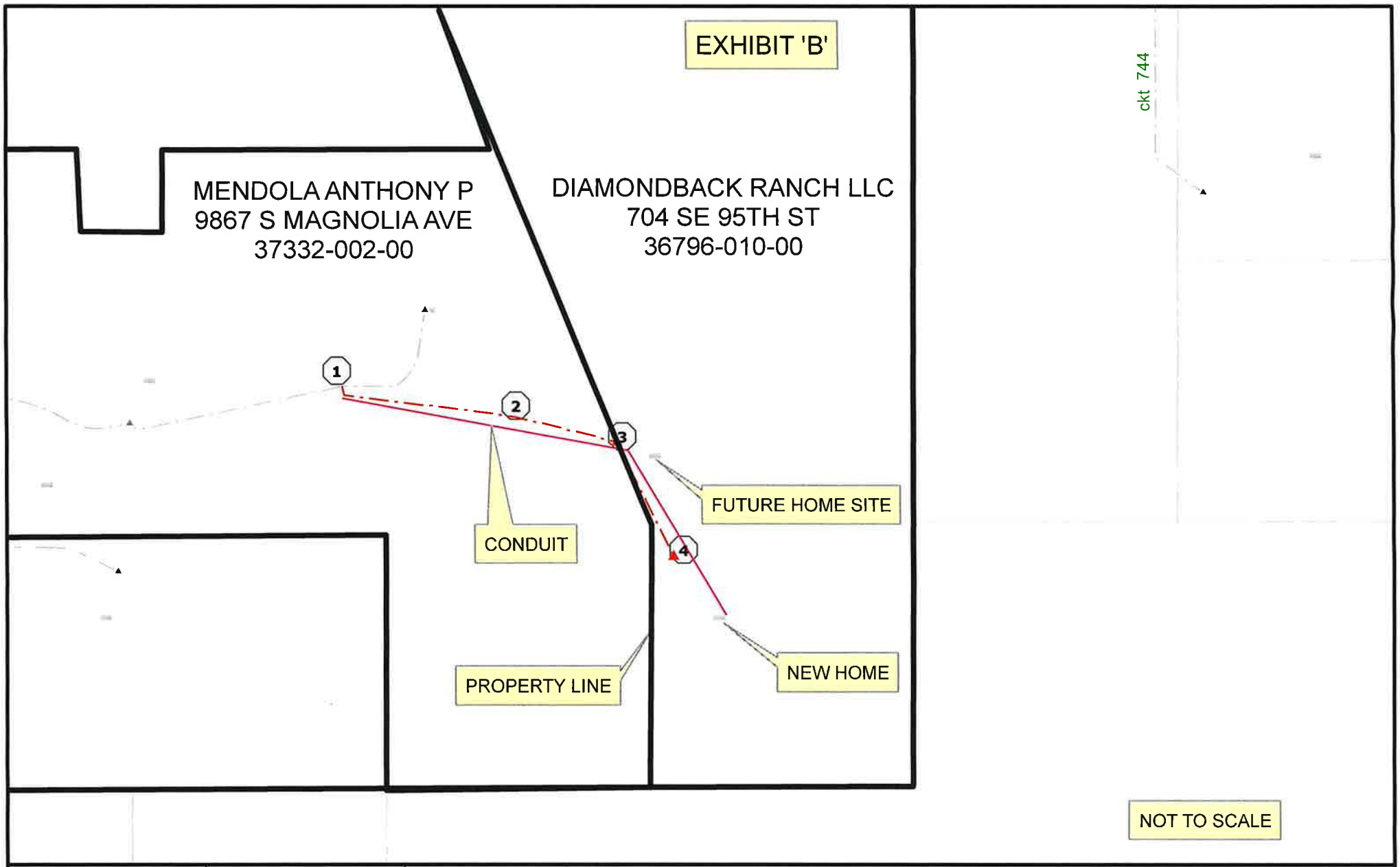
SEC 20 TWP 16 RGE 22
SW 1/4 &
EXC NE 1/4 OF NE 1/4 OF SW 1/4 &
EXC NW 1/4 OF NE 1/4 OF SW 1/4 & N 50 FT FOR ROW &
EXC THE NE 1/4 OF NW 1/4 OF SW 1/4 &
EXC N 363.05 FT OF E 2/3 OF SE 1/4 OF NW 1/4 OF SW 1/4 &
EXC ROW FOR CR 475 &
EXC COM AT THE SW COR OF NW 1/4 TH S 89-54-11 E 22.12 FT TH
S 00-03-29 W 50 FT TO THE POB TH CONT S 00-03-29 W 150 FT TH
S 89-54-19 E 300 FT TH N 00-03-29 E 150 FT TH N 89-54-19 W
300 FT TO THE POB &
EXC COM AT THE SW COR OF SW 1/4 OF SEC 20 TH N 89-06-38 E
10.73 FT TO THE POB TH N 00-09-22 W 953.27 FT TH
S 89-53-13 E 1596.44 FT TH S 22-38-16 E 1006.54 FT TH
S 00-18-25 E 666.76 FT TH S 89-30-11 W 663.41 FT TH
N 00-21-06 W 635.41 FT TH S 89-23-25 W 1317.53 FT TH
N 00-11-49 W 30.01 FT TO THE POB &
SEC 29 TWP 16 RGE 22
N 1/2 OF NE 1/4 OF NW 1/4 &
N 30 FT OF N 1/2 OF NW 1/4 OF NW 14 &
EXC COM SW COR OF SW 1/4 TH N 89-06-38 E 10.73 FT TH
N 00-09-22 W 953.27 FT TO POB TH N 00-09-22 W 1497.49 FT TH
N 89-54-33 E 299.89 FT TH N 00-09-40 W 149.98 FT TH
N 89-52-41 E 345.44 FT TH S 00-20-37 E 611.10 FT TH
N 89-46-31 E 222.17 FT TH S 00-17-46 E 363.07 FT TH
N 89-48-33 E 444.31 FT TH S 22-38-16 E 736.79 FT TH
S 89-53-13 W 1596.44 FT TO POB

EXHIBIT 'B'

ckt 744

MENDOLA ANTHONY P
9867 S MAGNOLIA AVE
37332-002-00

DIAMONDBACK RANCH LLC
704 SE 95TH ST
36796-010-00



NOT TO SCALE

AS BUILT

SIGN

DATE

LOCATES: YES

N
W E
S

1 " = 333 '

MENDOLA PROJECT

PULL IN PRMARY UG TO 1 Cabinet (2) UG TX's with 2 SERVICES Total feet 1426 primary

OCALA Electric Utility

1805 NE 30 AVE
OCALA, FL 34470

PH: (352) 351-6620
FX: (352) 401-6961

Prj #:	*26-1060*	*Ckt:*	*744*
WO #:	*EU26-011*	*Eng:*	*rlee*
		Date:	*1/22/2026*

704 SE 95TH ST
OCALA, FL 34480

519

File #: 2026-1257 Agenda Item #: 6d.

Submitted By: Tracy Taylor

Presentation By: Tracy Taylor

Department: Engineering

FORMAL TITLE:
Release of Electric Utility Easement that encumbers Marion County Parcel 30367-002-02

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Staff requests the release of an Electric Utility Easement that encumbers Marion County Parcel 30367-002-02. The easement was recorded in Marion County Public Records, Book 470, Page 69, on December 11, 1963.

FINDINGS AND CONCLUSIONS:
The Release of Easement has been reviewed and accepted by Ocala Electric Utility. The City has no current or future use for the easement; all facilities have been removed. Staff recommends approval.

FISCAL IMPACT:
None

PROCUREMENT REVIEW:
N/A

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

Parcel ID Number(s): 30367-002-02

DOCUMENT PREPARED BY/ RETURN TO:
City of Ocala
Engineering - Real Estate
1805 NE 30th Avenue, Bldg. 700
Ocala, Florida 34470

CITY OF OCALA, FLORIDA

RELEASE OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the CITY OF OCALA, FLORIDA, a Florida municipal corporation ("City"), whose mailing address is 1805 NE 30th Avenue, Building 700, Ocala, Florida 34470, for and in consideration of the sum of TEN and NO/100 U.S. DOLLARS ($10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, releases from the Easement(s) granted to the City of Ocala by Howard Johnson Land Company, INC. recorded **in Official Records Book 170, Page 69**, Public Records of Marion County, Florida, the following Real Property (hereinafter the "Released Property"):

DESCRIPTION:

LOT 12, WEST AND SOUTH OF NEW DIXIE HIGHWAY AND NORTH OF OLD DIXIE HIGHWAY, IN GILLIAM'S SUB. OF NE. PART OF SANCHEZ GRANT, SECTION 29, TOWNSHIP 15S, RANGE 22E; AS RECORDED IN PLAT BOOK "A", PAGE 22 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

5 ANCHORS TO BE LOCATED ON THE NORTH SIDE OF LOT 122, 30 FEET FROM EXISTING TRANSFORMER POLE.

Any existing facilities located within the Released Property are hereby abandoned by the City and shall revert to the ownership and control of the owner of such Released Property. This Release of Easement shall not release or otherwise affect any rights, privileges, interests, or easements City has on other real property or on the Released Property arising out of other instruments.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

CITY OF OCALA, FLORIDA,
A Florida municipal corporation

_____

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

_____	_____
WITNESS 1 (signature)	WITNESS 2 (signature)
Angel B. Jacobs	William E. Sexton
WITNESS 1 (printed name)	WITNESS 2 (printed name)
110 S.E. Watula Avenue, Ocala, Florida 34471	110 S.E. Watula Avenue Ocala, Florida 34471
WITNESS 1 (address)	WITNESS 2 (address)

ATTEST:	APPROVED AS TO FORM/LEGALITY:
_____	_____
ANGEL B. JACOBS, City Clerk	WILLIAM E. SEXTON, City Attorney

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this ____ day of _____ 20_____, by Ire J. Bethea, Sr., as President of the City Council of the City of Ocala, Florida, a Florida municipal corporation, who is personally known to me, for and on behalf of the City of Ocala, Florida.

_____
NOTARY PUBLIC

2059

BOOK 170 PAGE 69

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, for and in consideration of the sum of One Dollar, to them in hand paid by the CITY OF OCALA, a municipal corporation under the laws of the State of Florida, receipt whereof is hereby acknowledged, do hereby convey and grant to the CITY OF OCALA the privilege and easement to construct (an electric distribution line over and across) (~~water line, sanitary sewer and access~~) the following described land in Marion County, Florida, to-wit:

FILED
1963 DEC 11 PM 4:21
CLERK CIRCUIT COURT
MARION COUNTY, FLA.

Lot 12, west and south of new Dixie Highway and north of old Dixie Highway, in Gilliam's Sub. of NE. part of Sanchez Grant, Section 29, Township 15 S, Range 22 E; as recorded in Plat Book "A", page 22 of the public records of Marion County, Florida.

5 anchors to be located on the north side of Lot 122, 30 feet from existing transformer pole.

and to place such poles and attachments thereto, ~~water, sewer, pipe and access~~ across and on, said land as may be necessary in the construction of said line, including the right to trim, cut and keep clear of said line all trees and limbs which may endanger the same, with the right to go upon said land from time to time as may be necessary to construct, maintain and repair said line. ~~Each pole, pipe, line, access or other facility constructed hereunder shall remain the property of the City of Ocala.~~

The undersigned hereby covenant and warrant that they own the said land and have the right to grant this easement.

In WITNESS WHEREOF, The undersigned grantors have hereunto set their hands and seals this 9th day of December, 19 63

Signed, sealed and delivered in our presence as witnesses:

HOWARD JOHNSON LAND COMPANY, INC.

By: _____ President (SEAL)

Attest: J. Paul Crawford (SEAL)
Assistant Secretary

Filed and recorded DEC 11 1963 in O. R. Book 170 Page 69
Record Verified. John T. Nicholson, Clerk of Circuit Court, Marion Co. Fla.
By _____ D. C.

STATE OF FLORIDA:
COUNTY OF ~~MARION~~ DADE

Before me, the undersigned authority, personally came and appeared Howard P. Cummings and J. Paul Crawford, President and Assistant Secretary, respectively, of Howard Johnson Land Company, Inc., a Florida corporation, to me well known as the individuals named in and who executed the foregoing instrument, and who acknowledged to me that they executed the same for the uses and purposes set forth and expressed.

WITNESS my hand and official seal this 9th day of December 19 63

Notary Public of Florida at Large
My Commission Expires May 20, 1965

Notary Public — State of Florida
My commission expires:

Parcel 30367-002-02

File #: RES-2026-35 Agenda Item #: 6e.

Submitted By: Tracy Taylor

Presentation By: Tracy Taylor

Department: Growth Management

FORMAL TITLE:
Resolution 2026-35 to adopt the Agreement for Subordination of Utility Interests to the Florida Department of Transportation that encumbers parcel 2380-000-001

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The subordination is in support of the Florida Department of Transportation's (FDOT) Interstate 75 (I-75) expansion project. FDOT will cover all expenses related to locating, protecting, adjusting, or removing City facilities if necessary.

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Easement	01/28/93	Larry M. Wood, Trustee	City of Ocala	1907/1714
Drainage Easement	08/08/24	KAS Ocala, LLC, a Florida limited liability company	City of Ocala	8397/1797

FINDINGS AND CONCLUSIONS:
Staff requests the approval of an Agreement for Subordination of utility interests for an electric easement and a drainage easement that encumbers parcel 2380-000-001. Staff has reviewed and accepted the subordination, subject to City Council's approval.

Staff recommends approval.

FISCAL IMPACT:
None

PROCUREMENT REVIEW:

N/A

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

RESOLUTION 2026-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA AUTHORIZING EXECUTION OF A SUBORDINATION OF UTILITIES AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION CONCERNING PROPERTY COMMONLY KNOWN AS FDOT PARCEL 102.02; DIRECTING THAT THE SIGNED RESOLUTION AND AGREEMENT BE FORWARDED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 93 (I-75), Section No. 36210, F.P. No. 452074-1, FDOT Parcel ID 102.02 in Marion County, Florida; and

WHEREAS, it is necessary that certain easement rights presently owned by the City of Ocala, Florida, be subordinate to the rights of the State of Florida Department of Transportation; and

WHEREAS, said subordination is for transportation purposes which are in the public or community interest, is for the public welfare, and in the best interests of the City of Ocala; and

WHEREAS, the State of Florida Department of Transportation has made application to the City of Ocala to execute and deliver to the State of Florida Department of Transportation an Agreement for Subordination of Utility Interests in favor of the State of Florida Department of Transportation, and said request has been duly considered.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session duly assembled as follows:

Section 1. Adoption and Incorporation of Recitals.

The City Council of the City of Ocala, Florida adopts the above-outlined recitals and

incorporates them herein as part and parcel of this resolution.

Section 2. Purpose and Authority for Resolution.

This resolution is adopted for the purpose of authorizing execution of the above-described Agreement for Subordination of Utility Interests and subsequent amendments thereto with the State of Florida Department of Transportation and is adopted pursuant to the authority granted by Chapters 166, 334, and 335, Florida Statutes.

Section 3. Designation of Signatory.

The City Council of the City of Ocala, Florida hereby designates the President of the City Council as the official who is authorized to sign the Agreement for Subordination of Utility Interests and subsequent amendments thereto with the State of Florida Department of Transportation.

Section 4. Direction to Staff.

A certified copy of this Resolution shall be forwarded to the State of Florida Department of Transportation at 719 South Woodland Blvd., Deland, Florida, 32720-6834 along with the executed Agreement for Subordination of Utility Interests.

Section 5. Effective Date of Resolution.

This resolution shall become effective immediately upon adoption.

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

This Instrument Prepared By/Return to:
Jared R. Gainey, Assistant City Attorney
City Attorney's Office
City of Ocala
110 SE Watula Avenue
Ocala, Florida 34470

Project: FDOT Subordination Agreement
Property Appraiser's Parcel ID No.:2380-000-001

Rec.

FDOT PARCEL NO.	102.02
SECTION	36210
F.P. NO.	443624 452074-1
STATE ROAD	93 (I-75)
COUNTY	MARION

AGREEMENT FOR SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the CITY OF OCALA, a Florida municipal corporation ("City"), and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT").

WHEREAS:

A. The City presently has interests in certain lands that have been determined necessary for a transportation facility; and

B. The proposed use of the subject real property for a transportation facility requires subordination of the City's interest to the FDOT; and

C. The FDOT is willing to pay to have the City's facilities located, protected, adjusted, relocated, or removed if necessary, to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the public welfare, mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Subordination of Utility / Easement Interests. City hereby subordinates to the interest of FDOT, its successors, or assigns, any and all interest the City has in the real property ("Property") described in the attached **Exhibit A.**

1.1 The interests of the City being subordinated hereby include the interests created by the following instruments:

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Easement	01/28/93	Larry M. Wood, Trustee	City of Ocala	1907/1714
Drainage Easement	08/08/24	KAS Ocala, LLC, a Florida limited liability company	City of Ocala	8397/1797

2. The City shall retain all rights under the instruments identified above, provided, however, that the City's exercise of those rights shall be in accordance with the FDOT's standards as set forth in the FDOT's then-current Utility Accommodation Manual, and subject to the following provisions:

2.1 The FDOT may require, for any present or future transportation facility project, that any City facilities be located, protected, adjusted, relocated, or removed as the FDOT determines is necessary (including the timing of any of such activities) to accommodate the transportation facility project. In the event that any such work is required by the FDOT, the FDOT hereby agrees to pay all costs of such work, including, but not limited to, all costs, including any landowner condemnation attorney fees and other condemnation costs, if necessary, of acquiring easements comparable to the easements being subordinated herein, which may require additional easement area necessary to provide for sufficient clearance for aerial facilities and vegetation management zones. The work performed pursuant to this section 2.1 shall comply with the City's Design and Construction Standards for Electric Utility Facilities and the National Electrical Safety Code (ANSI Standard C2). Payment of the above shall not include any betterment[1] to the City. In the event that a condemnation action is necessary to acquire a substitute easement, the FDOT will file such action for the use and benefit of the City. And the FDOT shall have full authority over the proceedings.

2.2 Any new construction or relocation of City facilities within the lands will be subject to prior approval by the FDOT, which shall not be unreasonably withheld. Should the FDOT fail to approve any new construction or relocation of facilities by the City or require the City to locate, protect, adjust, relocate or remove its facilities located within said lands, the FDOT hereby agrees to pay the all costs of such work, including, but not limited to, all costs, including any landowner condemnation attorney fees and other condemnation costs, if necessary, of acquiring easements comparable to the easements being subordinated herein. Payment of said costs shall not include any betterment to the City. In the event that a condemnation action is necessary to acquire a substitute easement, the FDOT will file such action for the use and benefit of the City and the FDOT shall have full authority over the proceedings.

2.3 The FDOT acknowledges that the City is entitled to advanced review of the proposed construction of any other utilities within the lands described herein and that such utilities are required to obtain an FDOT permit which states that the new utility may not interfere with any existing utilities or with the City's rights set forth in the above referenced easements.

3. The terms of this Subordination Agreement shall supersede any contrary provisions within any utility permit issued to the City within the area of the lands described.

4. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 2 above, including the right to trim such trees, brush, and growth which might endanger or interfere with the City's facilities, provided that such rights do not interfere with the operation and safety of the FDOT's facilities.

[1] "Betterment" is defined as any upgrading of facilities being relocated that is not attributable to the highway construction and is made solely for the benefit of and at the election of the City.

IN WITNESS WHEREOF, the FDOT has caused these presents to be executed by its duly authorized officer this _____ day of _____, _____.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

_____
Witness Signature

By: _____

Print Name: _____

_____
Witness Printed Name
Address:

Its: District Director of Transportation Development for District Five

Address: 719 S. Woodland Blvd.
DeLand, FL 32720

_____
Witness Signature

_____
Witness Printed Name
Address:

Legal Review

By: _____
Office of the General Counsel

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, _____, by _____, District Director of Transportation Development for District Five of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, on behalf of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION.

_____
Notary Public, State of _____
Name: _____
(Please print or type)

Commission Number:
Commission Expires:

Notary: Check one of the following:
____ Personally known OR
____ Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: _____

IN WITNESS WHEREOF, the City of Ocala, Florida has caused these presents to be executed by its duly authorized officer this _____ day of _____, _____.

CITY OF OCALA, FLORIDA,
A Florida municipal corporation

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

_____	_____
WITNESS 1 (signature)	WITNESS 2 (signature)
Angel B. Jacobs	William E. Sexton
WITNESS 1 (printed name)	WITNESS 2 (printed name)
110 S.E. Watula Avenue, Ocala, Florida 34471	110 S.E. Watula Avenue Ocala, Florida 34471
WITNESS 1 (address)	WITNESS 2 (address)
ATTEST:	APPROVED AS TO FORM/LEGALITY:
_____	_____
ANGEL B. JACOBS, City Clerk	WILLIAM E. SEXTON, City Attorney

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this ____ day of _____ 20_____, by Ire J. Bethea, Sr., as President of the City Council of the City of Ocala, Florida, a Florida municipal corporation, who is personally known to me, for and on behalf of the City of Ocala, Florida.

_____
NOTARY PUBLIC

(THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK)

EXHIBIT A
LEGAL DESCRIPTION - PROPERTY

Parcel No. 102 **SECTION 36210**
FEE SIMPLE **FP 443624-1 & 452074-1**

That portion of:

> The Northeast 1/4 of Section 27, Township 15 South, Range 21 East, Marion County, Florida.

Being a portion of the lands described in Official Records Book 6449, Page 877 of the Public Records of Marion County, Florida.

Described as follows:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, SAID POINT BEING A FOUND 8" OCTAGONAL CONCRETE MONUMENT WITH A 3.5" BRASS DISK STAMPED "MARION COUNTY SECTION SURVEY 1947 21 22 27 28" AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 36210, FINANCIAL PROJECT NUMBER 443624-1 & 452074-1; THENCE SOUTH 89°45'12" EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 2633.49 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 27 AND THE POINT OF BEGINNING; THENCE SOUTH 89°52'04" EAST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 661.82 FEET TO THE NORTHWEST CORNER OF PARCEL 2 OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7482, PAGE 1681 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°23'30" WEST ALONG THE WEST LINE OF SAID PARCEL 2, A DISTANCE OF 413.00 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 89°52'04" WEST ALONG A LINE PARALLEL TO SAID NORTH LINE OF THE NORTHEAST 1/4, A DISTANCE OF 661.80 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST 1/4; THENCE NORTH 00°23'22" EAST ALONG SAID WEST LINE, A DISTANCE OF 413.00 FEET TO THE POINT OF BEGINNING.

Containing 6.275 acres, more or less.

RESOLUTION 20__ - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA AUTHORIZING EXECUTION OF A SUBORDINATION OF UTILITIES AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION CONCERNING PROPERTY COMMONLY KNOWN AS FDOT PARCEL 102.02; DIRECTING THAT THE SIGNED RESOLUTION AND AGREEMENT BE FORWARDED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 93 (I-75), Section No. 36210, F.P. No. 452074-1, FDOT Parcel ID 102.02 in Marion County, Florida; and

WHEREAS, it is necessary that certain easement rights presently owned by the City of Ocala, Florida, be subordinate to the rights of the State of Florida Department of Transportation; and

WHEREAS, said subordination is for transportation purposes which are in the public or community interest, is for the public welfare, and in the best interests of the City of Ocala; and

WHEREAS, the State of Florida Department of Transportation has made application to the City of Ocala to execute and deliver to the State of Florida Department of Transportation an *Agreement for Subordination of Utility Interests* in favor of the State of Florida Department of Transportation, and said request has been duly considered.

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Ocala, Florida as follows:

Section 1. Adoption and Incorporation of Recitals.

The City Council of the City of Ocala, Florida adopts the above-outlined recitals and incorporates them herein as part and parcel of this resolution.

Section 2. Purpose and Authority for Resolution.

This resolution is adopted for the purpose of authorizing execution of the above-described *Agreement for Subordination of Utility Interests* and subsequent amendments thereto with the State of Florida Department of Transportation and is adopted pursuant to the authority granted by Chapters 166, 334, and 335, *Florida Statutes*.

Section 3. Designation of Signatory.

The City Council of the City of Ocala, Florida hereby designates the President of the City Council as the official who is authorized to sign the *Agreement for Subordination of Utility Interests* and subsequent amendments thereto with the State of Florida Department of Transportation.

Section 4. Direction to Staff.

A certified copy of this Resolution shall be forwarded to the State of Florida Department of Transportation at 719 South Woodland Blvd., Deland, Florida, 32720-6834 along with the executed *Agreement for Subordination of Utility Interests*.

Section 5. Effective Date of Resolution.

This resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED, with a quorum present and voting, by the City Council of the City of Ocala, Florida this _____ day of _____ 20_____.

CITY OF OCALA, FLORIDA,
a political subdivision of the State of Florida

_____

By: IRE J. BETHEA, SR., as
City Council President

ATTEST:

_____

By: ANGEL B. JACOBS, City Clerk

APPROVED AS TO FORM / LEGALITY:

_____

By: WILLIAM E. SEXTON, City Attorney

15.00-R

CITY OF OCALA
CITY OF OCALA
BELINDA JACK
RECORD AND RETURN TO

EEEAS921/EASE93

Harriet F. Sheppard
BY: B. Jack DC

RECORDED & RECORD VERIFIED
MARION COUNTY, FL

93-016774

93 MAR 12 AM 11:03

BK1907PG1714

(Individual)

THIS EASEMENT, Made this day between (PRINT) 1) LARRY M. WOOD and TRANSTECH their heirs, successors and assigns (*GRANTOR*), and the City OF OCALA, a municipal corporation, under the laws of the State of Florida, its successors, lessees and assigns (*GRANTEE*):

WITNESSETH, That, for and in consideration of the mutual benefits, covenants and conditions herein contained, GRANTOR grants and conveys to GRANTEE an easement to install, operate and maintain in perpetuity or until the use thereof is abandoned, such facilities as may be necessary or desirable for providing electric energy and service and communication services: said facilities being located in the following

described *Easement Area* within GRANTOR'S premises in MARION County, Florida, to wit:
SEC. 2) 27 , TWP 3) 15 , RNG 4) 21 . Any addendums attached to this agreement shall be limited to legal descriptions, surveys or drawings unless prior approval has been received from the City of Ocala.
Parcel ID # 5) 2380-000-001
LEGAL DESCRIPTION:
6) N 1175 FT OF N.E. 1/4 EX E. 3/4 OF N 1/4 OF THE NE 1/4 & EX E 30 FT FOR ROAD EX THAT PART LYING WITHIN MAGNOLIA GARDEN ESTATES K-37

Easement to be 7) 10 feet in width and the length and direction to be defined by City of Ocala Work Order # 8) EUZ-088, C3398.

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities: (b) the right for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities: (c) the right for GRANTEE to clear the Easement Area of trees, limbs undergrowth and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities: (d) the right for GRANTEE to trim or remove any timber adjacent to but outside the Easement Area which, in the opinion of Grantee, endangers or interferes with the safe and efficient installation, operation or maintenance of said facilities: (e) the reasonable right for GRANTEE to enter upon lands of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted: and (f) all other right and privileges reasonably necessary or convenient for GRANTEE'S safe and efficient installation, operation and maintenance of said facilities and for the enjoyment and use of said easement for the purposes described above.

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GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If fences are installed, they shall be placed so as to allow ready access to GRANTEE'S facilities and provide a working space of not less than six feet (6') on the opening side and one foot (1') on the other three sides of any pad mounted transformer. If GRANTOR'S future orderly development of the premises is in physical conflict with GRANTEE'S facilities, GRANTEE

shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon Easement Area in GRANTOR'S premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation.

GRANTOR covenants not to interfere with GRANTEE'S facilities within the Easement Area in Grantor's premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property, resulting from interference with GRANTEE'S facilities by GRANTOR or by GRANTOR'S agents or employees.

GRANTOR hereby warrants and covenants (a) that GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE, and (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the GRANTOR'S hands and seals have been hereunto affixed this 9) 28 day of JANUARY, 19 93.

Any addendum's attached to this agreement shall be limited to legal descriptions, surveys or drawings unless prior approval has been received from the City of Ocala.

WITNESSES: MARTHA ROBERTS

10) Martha Roberts	(Signed)	14) Larry M. Wood (L.S.)
11) Debra L Carlton DEBRA L. CARLTON	(Printed)	15) LARRY M. WOOD, TRUSTEE (Grantor)
	ADDRESS:	16) 1111 NE 25TH AVENUE, SUITE 101 OCALA, FL 32470 904-732-3858
12)	(Signed)	17) (L.S.)
13)	(Printed)	18) (Grantor)
	ADDRESS:	19)

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STATE OF 20) Florida)
)ss.
COUNTY OF 21) Marion)

The foregoing easement was acknowledged before me this 22) 28 day of January, 19 93, by 23) Larry M. Wood, Trustee (Name of person Acknowledging), who is personally known to me or who has produced 24) Florida Drivers License (type of identification) as identification and who did (~~did not~~) take an oath.

25) Joanne L Brisson — Signature of Person Taking Acknowledgment

26) Joanne L Brisson — Name of Acknowledger (Type, print/stamped)

Notary Public, State of Florida
My Commission Expires June 4, 1994
Bonded Thru Troy Fain - Insurance Inc.

27) _____ Title or Rank

28) _____ Serial Number (if Any)

Technician: NAME: 29) Angela m Noble (Signed)

Prepared by: 30) Angela m Noble (Printed)
ADDRESS: P.O. BOX 1270
OCALA, FL 32678

RETURN TO: CITY OF OCALA ELECTRIC UTILITIES
ELECTRIC ENGINEERING DIVISION
P.O. BOX 1270
OCALA, FL. 32678

Revised 3/24/92

ACCEPTED BY CITY COUNCIL
on 9th day of February, 1993
By Deborah C. Billock
Senior Deputy City Clerk

GREGORY C HARRELL CLERK & COMPTROLLER MARION CO
DATE: 08/14/2024 12:13:53 PM
FILE #: 2024107367 OR BK 8397 PGS 1797-1805
REC FEES: $78.00 INDEX FEES: $0.00
DDS: $0 MDS: $0 INT: $0

(Marion County)
RECORD: $ 18 -
DOCUMENTARY EXCISE TAX: $ 0*

This Instrument Prepared by and Return To:
W. James Gooding III
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, FL 34471

PARCEL ID: SEE ATTACHED EXHIBIT A

GRANT OF DRAINAGE EASEMENTS (NORTHERN DRA, DRAINAGE CONVEYANCE EASEMENT, SOUTHERN DRA)

THIS GRANT OF DRAINAGE EASEMENTS, executed this 8 day of August, 2024, by and between **KAS Ocala, LLC, a Florida limited liability company,** whose post office address is 150 N Wacker Drive, Suite 1220, Chicago, IL 60606 (hereinafter called "Grantor"), to the **City of Ocala, a Florida municipal corporation,** whose post office address is 201 SE 3rd Street, Second Floor, Ocala, Florida 34471 (hereinafter called "Grantee")[1].

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that Grantor for good and valuable consideration, the receipt whereof is hereby acknowledged;

1. **Grant of Easements.** Subject to the Reservation set forth in paragraph 3, Grantor does hereby grant, bargain and sell unto Grantee forever the following perpetual, non-exclusive drainage easements (each a "Drainage Easement," and if more than one, the "Drainage Easements") for the construction, operation and maintenance of a stormwater management system consisting of structures, ditches, swales, pipes or other facilities to convey, street or retain surface water and stormwater (all of which items to be located in the following described Drainage Easement Areas being referred to as the "Drainage Facilities"):

   1.1. Two easements (each a "DRA Easement," and if more than one, the "DRA Easements") for the purpose of retaining surface water and stormwater (collectively "Stormwater") from NW 44th Avenue and other public roads (all of such roads being referred to collectively as the "Roads") into two drainage retention areas (each a "DRA," and if more than one, the "DRAs"), one being referred to as the "Northern DRA" and the other being referred to as the "Southern DRA" over, under, across and on the following described property (each a "DRA Easement Area," and if more than one, the "DRA Easement Areas") lying and being in Marion County, Florida:

      1.1.1. Northern DRA Easement: **SEE LEGAL DESCRIPTION ENTITLED "NORTHERN DRA" ON THE ATTACHED EXHIBIT A.**

      1.1.2. Southern DRA Easement: **SEE LEGAL DESCRIPTION ENTITLED "SOUTHERN DRA" ON THE ATTACHED EXHIBIT A.**

[1] By executing the Acceptance by Grantee below Grantor's signature line in this instrument, Grantee acknowledges its acceptance of this instrument including the provisions of paragraphs 3 through 4 hereof.

* EXEMPT FROM DOCUMENTARY EXCISE TAXES UNDER RULE 12 B-4.013(4), FAC (THREAT OF CONDEMNATION).

1.2. An easement (the "Drainage Conveyance Easement") for the purpose of conveying Stormwater from the Roads, into the DRAs, through Drainage Facilities designed to convey Stormwater over, under, across and on the following described land (the "Drainage Conveyance Easement Area") lying and being in Marion County, Florida: **SEE LEGAL DESCRIPTION ENTITLED "DRAINAGE CONEYANCE EASEMENT AREA" ON THE ATTACHED EXHIBIT A.**

2. **Easement Rights and Obligations.**

2.1. Pursuant to the Drainage Easements, Grantee shall have all rights to convey and retain Stormwater in the Easement Areas from the Roads as permitted by Environmental Resource Permit No. 4432518-0 (the "ERP Permit") issued by the Southwest Florida Water Management District (the "WMD"), and any existing amendment thereto that concern such conveyance and retention. No buildings, structures, or obstacles (except fences) shall be located, constructed, or installed within any Drainage Easement Area without the express written consent of Grantee which may be withheld or conditioned by Grantee in its reasonable discretion. Any proposed fence installation with appropriate gates must be approved by Grantee in its reasonable discretion.

2.2. By accepting the Drainage Easements, Grantee agrees to maintain the Drainage Facilities in good operating condition, in full and complete compliance with all conditions and covenants of the ERP Permit and of the WMD, and in full and complete compliance with any applicable rules or regulations of all governmental authorities with jurisdiction over the Drainage Facilities including the WMD. This obligation shall include the normal and ordinary maintenance, repair and replacement of the Drainage Facilities.

2.3. Grantor does hereby covenant that Grantor is lawfully seized of the Drainage Easement Areas in fee simple; that Grantor has good right and lawful authority to grant the Drainage Easements; that Grantor hereby specially warrants that title to the Drainage Easement Areas are free from all encumbrances made by Grantor, and Grantor will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

2.4. Subject to: (a) ad valorem taxes for the current year; and (b) easements, limitations, covenants, restrictions and other matters of record, if any, but provided, however, that such reference shall not serve to reimpose same.

3. **Modification.** THIS CONVEYANCE IS SUBJECT TO AND RESERVING the following rights:

3.1. Grantor may modify, enlarge or relocate one or more of the Drainage Facilities, including the DRAs, (the "Existing Drainage Facilities"), at Grantor's sole expense, to accommodate Stormwater runoff from real property owned by Grantor contiguous to the Easement Areas (the "Grantor Parcel") as well as the Roads. Any such modification, enlargement or relocation of the Existing Drainage Facilities, including any conveyance facilities in connection therewith, (all of which are being collectively referred to as the "Modified Drainage Facilities") shall be of the same character, and capable of the same use as, the Existing Drainage Facilities; without limiting the foregoing, the Modified Drainage Facilities shall accommodate the same quantity, and provide the same treatment capacity, for the benefit of the Roads as does each Existing Drainage Facilities.

3.2. In connection with the construction of a Modified Drainage Facility, Grantor shall have a temporary construction easement over the portions of the Roads, necessary for the construction of the Modified Drainage Facility. Grantor shall not interfere with traffic on the Roads in connection with such activities except during such times as permitted by Grantee in its reasonable discretion.

3.3. During construction of the Modified Drainage Facilities, and until City approves the As-Built Surveys of the Modified Drainage Facilities pursuant to paragraph 3.4.2, the Existing Drainage Facilities shall remain available for use by Grantee.

3.4. Upon completion of construction of the Modified Drainage Facilities:

3.4.1. Grantor shall provide Grantee with as-built surveys of the Modified Drainage Facilities for approval by Grantee in its reasonable discretion.

3.4.2. Upon approval of the as-built surveys by Grantee, Grantor and Grantee will enter into an amendment to this instrument relocating the Drainage Easement Areas to the locations of the Modified Drainage Facilities and releasing any portion of the Drainage Easement Areas described in the attached **Exhibit A** that are not part within the new Drainage Easement Areas. The form and substance of such instrument shall be acceptable to Grantee in its reasonable discretion.

3.5. Grantor shall comply with all applicable environmental permitting requirements concerning the Modified Drainage Facilities, and Grantee shall cooperate with Grantor in obtaining any necessary amendment to the Existing Permit concerning the Existing Drainage Facilities. The Modified Drainage Facilities shall comply with all criteria or conditions as governmental authorities may require for the joint uses intended by Grantee and Grantor.

3.6. Following construction of the Modified Drainage Facilities:

3.6.1. Grantee shall continue to maintain the Modified Drainage Facilities to the same extent and standards it was previously obligated to maintain the Existing Drainage Facilities under paragraph 2.2.

3.6.2. In the event of a catastrophic occurrence with respect to any Modified Drainage Facilities (for purposes of this paragraph 3.6.2, "catastrophic occurrence" shall be deemed to be the occurrence of a sinkhole or some other geotechnical occurrence causing the Stormwater retention capability of the Modified Drainage Facilities to cease to exist or to be materially impaired as to functionality), the cost of repair of such catastrophic occurrence shall be borne by Grantor and Grantee on a pro-rata basis. Grantee shall repair the Modified Drainage Facilities and provide Grantor with documentation establishing the actual and reasonable costs associated by Grantee in doing so. Grantor shall reimburse Grantee for the portion of the repair costs equal to the percentage that the volume of Stormwater that Grantor is permitted to convey into the damaged Modified Drainage Facilities by the Amended Permit bears to the total volume of Stormwater permitted by the Amended Permit to be conveyed into such Modified Drainage Facilities. Grantor shall reimburse Grantee within 30 days of Grantee's provision of documentation (such as contracts, invoices, or statements) sufficient to establish the amount incurred by Grantee in repairing the Modified Drainage Facilities. If Grantor fails

to do so, the amount owed shall accrue interest at the maximum rate allowed by law. In the event of any litigation to collect the amount owed, the prevailing party shall recover its attorney's fees.

3.7. Grantor may assign its reimbursement obligations under paragraph 3.6.2 to a property owners' association or Community Development District form pursuant to Chapter 190, Florida Statutes, (either a "POA"), formed for the development of the Grantor Parcel or any portion thereof contiguous to the Modified Drainage Facilities, provided that all of the following conditions are satisfied:

3.7.1. The POA is formed for the specific purpose of owning and maintaining common elements, or reimbursing others for such maintenance, constructed in connection with the development of the portion of the Grantor Parcel that includes the Modified Drainage Facilities; for purposes of this paragraph 3.7 "maintenance" includes repairs.

3.7.2. The POA is granted the authority to own, maintain and operate the Modified Drainage Facilities, or to reimburse others for maintenance of the Modified Drainage Facilities, by a declaration or similar instrument (the "Declaration") recorded in the Public Records of Marion County, Florida.

3.7.3. The POA is empowered under the terms of any recorded Declaration or other instrument to collect assessments from all of the owners (other than governmental entities or the POA) of parcels located on the Grantor Parcel for the purpose of providing funds necessary for the maintenance and operation of the Modified Drainage Facilities, or to reimburse others for such maintenance, in such amounts as, in the reasonable opinion of Grantee, are sufficient to satisfy Grantee's reimbursement obligations under paragraph 3.6.2.

3.7.4. Upon satisfaction of the foregoing conditions, Grantor shall have the right to convey to the POA fee simple title to the Modified Drainage Facilities. The POA shall have the right to assume the reimbursement obligations of Grantor with respect to all the Modified Drainage Facilities which are the subject matter of this instrument, and Grantor shall be released from any and further liabilities or responsibilities with respect to such reimbursement. The conveyance of the Modified Drainage Facilities, assumption of the reimbursement obligations of Grantor by the POA, and the release of Grantor shall be completed in accordance with the following provisions:

3.7.4.1. Simultaneous with the conveyance of the Modified Drainage Facilities to the POA, Grantor and the POA shall enter into an agreement (the "Assumption Agreement"), to be recorded in the Public Records of Marion County, Florida, under which the POA expressly acknowledges assumption of all of Grantor's obligations under this instrument with respect to the Modified Drainage Facilities. A copy of the recorded Assumption Agreement shall be provided to Grantee and to the WMD by formal notice within thirty (30) days of the date of its recordation in the Public Records.

3.7.4.2. Upon completion of the execution of the Assumption Agreement and the recording of the same in the Public Records of Marion County,

Florida, the POA shall have assumed and shall be responsible for all reimbursement obligations of Grantor with respect to the Modified Drainage Facilities which are subject of this instrument.

4. **Additional Rights Concerning Maintenance.** If Grantee fails to maintain the Existing Drainage Facilities or Modified Drainage Facilities, Grantor may, but shall not be obligated, to do so. If Grantor does so, Grantee shall reimburse Grantor for the actual and reasonable costs incurred by Grantee in performing the maintenance, together with ten percent (10%) of such amount to reimburse Grantor for its overhead. The amount owed shall accrue interest at the maximum amount allowed by law. In the event of any litigation to collect the amount owed, the prevailing party shall recover its attorney's fees.

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SIGNATURES START ON NEXT PAGE

IN WITNESS WHEREOF, Grantor has signed and sealed these presents effective the day and year first above written.

KAS Ocala, LLC, a Florida limited liability company

By: _____
Kenneth A. Steel, Jr., as Manager

LAURA A. LOUGHREY
Witness Signature
LAURA A. LOUGHREY
Witness Printed Name

Print Witness Address:
800 S. POINTE DRIVE
MIAMI BEACH FL 33139

_____
Witness Signature
Cheryl L. Schmidt
Witness Printed Name

Print Witness Address:
PO Box 2763
Aspen CO 81612

STATE OF Colorado
COUNTY OF Pitkin

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19 day of July, 2024, by Kenneth A. Steel, Jr., as Manager of KAS Ocala, LLC, a Florida limited liability company, on behalf of such company.

KYLE STEWART
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20174046196
MY COMMISSION EXPIRES NOV 15, 2025

_____
Notary Public, State of Colorado
Name: Kyle Stewart
(Please print or type)
Commission Number: 20174046196
Commission Expires: 11/15/2025

Notary: Check one of the following:
___ Personally known OR
~ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: Florida Drivers License

ACCEPTANCE BY GRANTEE

City of Ocala, a Florida municipal corporation ("Grantee"), accepts the conveyance of the Drainage Easements set forth in the preceding instruments and agrees to the terms of such Grant, including, without limitation, the provisions of paragraphs 3 through 4 of the Grant.

CITY

ATTEST:

Angel B. Jacobs
City Clerk

City of Ocala, a Florida municipal corporation

Barry Mansfield
President, Ocala City Council

Approved as to form and legality

William Sexton
City Attorney

STATE OF FLORIDA
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of August, 2024, by Barry Mansfield, as President of Ocala City Council.

WILLIAM J. GOODING III
MY COMMISSION # HH 484273
EXPIRES: April 8, 2028

Notary Public, State of Florida
Name: _____
(Please print or type)

Commission Number:
Commission Expires:

Notary: Check one of the following:

X Personally known OR
___ Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: _____

EXHIBIT A

NORTHERN DRA - (A PORTION OF PARCEL ID NO. 2380-000-001)

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN THE CERTIFICATE OF TITLE RECORDED IN OFFICIAL RECORDS BOOK 6449, AT PAGE 877, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID PARCEL LYING IN THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 8" X 8" OCTAGONAL CONCRETE MONUMENT WITH BRASS DISK STAMPED "1/4 SEC. COR. 22, 27" MARKING THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST; THENCE S89°52'11"E, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27 AND ALONG THE NORTH LINE OF THE LANDS DESCRIBED IN THE CERTIFICATE OF TITLE RECORDED IN OFFICIAL RECORDS BOOK 6449, AT PAGE 877, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA (HEREINAFTER REFERRED TO AS SAID LANDS), 100.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE S89°52'11"E, ALONG SAID NORTH LINE (AND ALONG THE NORTH LINE OF SAID LANDS), 365.00 FEET; THENCE DEPARTING SAID NORTH LINE (AND DEPARTING THE NORTH LINE OF SAID LANDS), S00°23'47"W, ALONG A LINE THAT RUNS PARALLEL WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 27, 250.00 FEET; THENCE N89°52'11"W, PARALLEL WITH THE AFOREMENTIONED NORTH LINE OF THE NORTHEAST 1/4 (AND PARALLEL WITH THE AFOREMENTIONED NORTH LINE OF SAID LANDS), 365.00 FEET, TO AN INTERSECTION WITH THE LINE THAT LIES 100.00 FEET EASTERLY OF (AS MEASURED PERPENDICULARLY TO AND RUNNING PARALLEL WITH) THE AFOREMENTIONED WEST LINE OF THE NORTHEAST 1/4 OF SECTION 27; THENCE N00°23'47"E, ALONG SAID PARALLEL LINE, 250.00 FEET TO THE POINT OF BEGINNING.

DRAINAGE CONVEYANCE EASEMENT AREA (ACROSS A PORTION OF PARCEL ID NO. 2380-000-001)

A STRIP OF LAND (30.00 FEET WIDE) BEING A PORTION OF THE LANDS DESCRIBED IN THE CERTIFICATE OF TITLE RECORDED IN OFFICIAL RECORDS BOOK 6449, AT PAGE 877, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID PARCEL LYING IN THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 8" X 8" OCTAGONAL CONCRETE MONUMENT WITH BRASS DISK STAMPED "1/4 SEC. COR. 22, 27" MARKING THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST; THENCE S00°23'47"W, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27, 38.17 FEET, TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, S79°18'19"E, 101.64 FEET, TO AN INTERSECTION WITH THE LINE THAT LIES 100.00 FEET EAST OF (AS MEASURED PERPENDICULARLY TO AND RUNNING PARALLEL WITH) THE AFOREMENTIONED WEST LINE OF THE NORTHEAST 1/4; THENCE S00°23'47"W, ALONG SAID PARALLEL LINE, 30.49 FEET; THENCE DEPARTING SAID PARALLEL LINE, N79°18'19"W, 101.64 FEET, TO AN INTERSECTION WITH THE AFOREMENTIONED WEST LINE OF THE NORTHEAST 1/4; THENCE N00°23'47"E, ALONG SAID WEST LINE, 30.49 FEET, TO THE POINT OF BEGINNING.

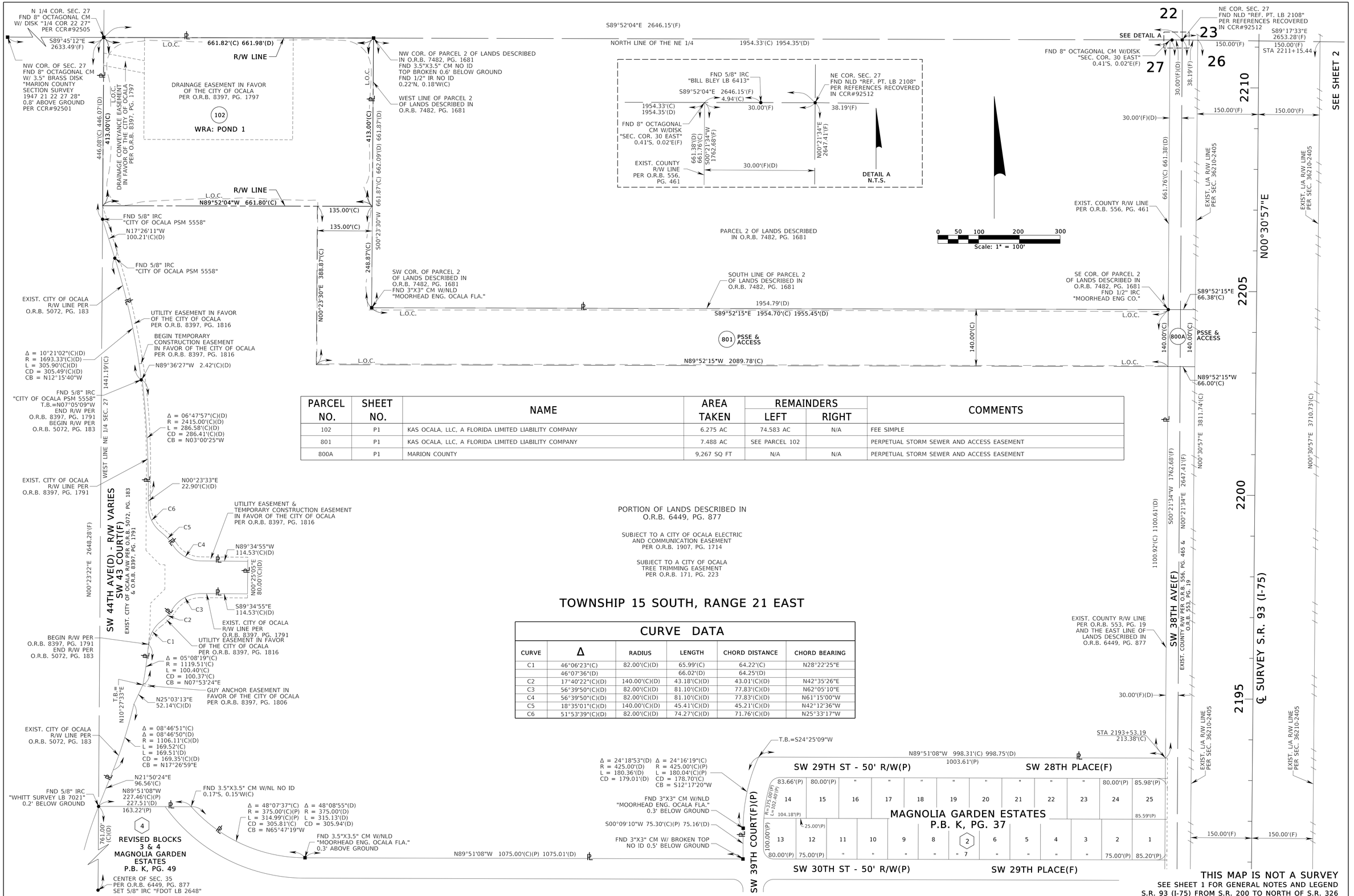
SOUTHERN DRA (A PORTION OF PARCEL ID NO. 23812-001-00)

A PORTION OF PARCEL ID NO. 23812-001-00

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN THE CERTIFICATE OF TITLE RECORDED IN OFFICIAL RECORDS BOOK 6449, AT PAGE 877, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID PARCEL LYING IN THE NW 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 4" X 4" CONCRETE MONUMENT WITH DISK STAMPED: COO PSM 5756 MARKING THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST; THENCE N89°55'30"W, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 27, 101.56 FEET, TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF S.W. 43RD COURT (A PUBLIC RIGHT-OF-WAY OF VARYING WIDTH AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" OF THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 5072, AT PAGE 183, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; FORMERLY KNOWN AS S.W. 44TH AVENUE) AND TO THE POINT OF BEGINNING; THENCE CONTINUE N89°55'30"W, ALONG SAID SOUTH LINE (AND ALONG THE SOUTH LINE OF THE LANDS DESCRIBED IN THE CERTIFICATE OF TITLE RECORDED IN OFFICIAL RECORDS BOOK 6449, AT PAGE 877, OF SAID PUBLIC RECORDS, HEREINAFTER REFERRED TO AS SAID LANDS), 199.99 FEET; THENCE DEPARTING SAID SOUTH LINE (AND DEPARTING THE SOUTH LINE OF SAID LANDS) N04°41'47"W, 412.20 FEET; THENCE N89°55'48" E, 175.00 FEET TO A NON-TANGENT INTERSECTION WITH THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY OF S.W. 43RD COURT, SAID WESTERLY RIGHT-OF-WAY LINE BEING A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1005.00 FEET; THENCE SOUTHEASTERLY, ALONG SAID RIGHT-OF-WAY LINE AND CURVE, 163.55 FEET, THROUGH A CENTRAL ANGLE OF 09°19'27" AND A CHORD BEARING AND DISTANCE OF S05°17'48"E, 163.37 FEET, TO THE POINT OF TANGENCY, THEREOF; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, S09°57'31"E, 252.42 FEET, TO THE POINT OF BEGINNING.

P:\CITY\Growth Mgt\RGI\Closings\Conveyance Docs\KAS\Grant of Drainage Easement - JG 5-21-24.docx



PARCEL NO.	SHEET NO.	NAME	AREA TAKEN	REMAINDERS		COMMENTS
				LEFT	RIGHT	
102	P1	KAS OCALA, LLC, A FLORIDA LIMITED LIABILITY COMPANY	6.275 AC	74.583 AC	N/A	FEE SIMPLE
801	P1	KAS OCALA, LLC, A FLORIDA LIMITED LIABILITY COMPANY	7.488 AC	SEE PARCEL 102		PERPETUAL STORM SEWER AND ACCESS EASEMENT
800A	P1	MARION COUNTY	9,267 SQ FT	N/A	N/A	PERPETUAL STORM SEWER AND ACCESS EASEMENT

CURVE DATA

CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
C1	46°06'23"(C)	82.00'(C)(D)	65.99'(C)	64.22'(C)	N28°22'25"E
	46°07'36"(D)		66.02'(D)	64.25'(D)	
C2	17°40'22"(C)(D)	140.00'(C)(D)	43.18'(C)(D)	43.01'(C)(D)	N42°35'26"E
C3	56°39'50"(C)(D)	82.00'(C)(D)	81.10'(C)(D)	77.83'(C)(D)	N62°05'10"E
C4	56°39'50"(C)(D)	82.00'(C)(D)	81.10'(C)(D)	77.83'(C)(D)	N61°15'00"W
C5	18°35'01"(C)(D)	140.00'(C)(D)	45.41'(C)(D)	45.21'(C)(D)	N42°12'36"W
C6	51°53'39"(C)(D)	82.00'(C)(D)	74.27'(C)(D)	71.76'(C)(D)	N25°33'17"W

THIS MAP IS NOT A SURVEY

SEE SHEET 1 FOR GENERAL NOTES AND LEGEND

S.R. 93 (I-75) FROM S.R. 200 TO NORTH OF S.R. 326

RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

APPROVED BY DATE
FOR DISTRICT SECRETARY

REVISION	BY	DATE	REVISION	BY	DATE

	BY	DATE
PRELIM	B.J.P.	08/22/2024
FINAL		
CHECKED	B.J.P.	10/01/2024

FED. PROJ. SECTION 36210

STATE ROAD NO. 93 (I-75) MARION COUNTY

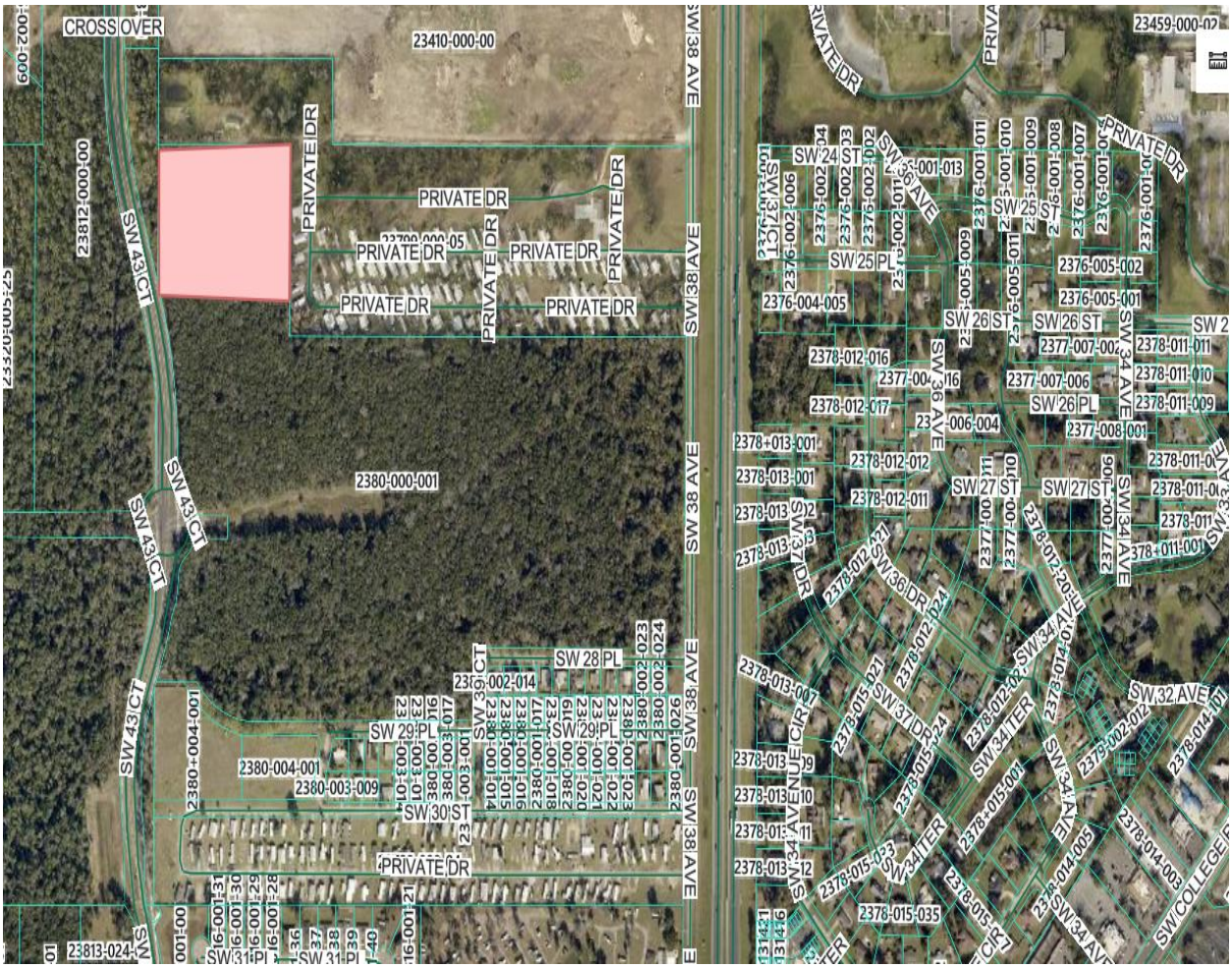
MAPS PREPARED BY: DRMP, INC. 941 LAKE BALDWIN LANE ORLANDO, FL. 32814

DATA SOURCE: SEE GENERAL NOTES SHEET 1

SCALE: 1" = 100'

F.P. NO. 443624-1 & 452074-1 SHEET P1

Aerial View Parcel 102.02 #2380-000-001



File #: RES-2026-36 Agenda Item #: 6f.

Submitted By: Tracy Taylor

Presentation By: Tracy Taylor

Department: Growth Management

FORMAL TITLE:
Resolution 2026-36 to adopt the Agreement for Subordination of Utility Interests to the Florida Department of Transportation that encumbers parcel 23325-003-04

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The subordination is in support of the Florida Department of Transportation's (FDOT) Interstate 75 (I-75) expansion project. FDOT will cover all expenses related to locating, protecting, adjusting, or removing City facilities if necessary.

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Easement	05/10/79	Meadowbrook Farms, Inc.	City of Ocala	986/772
Easement	05/10/79	Meadowbrook Farms, Inc.	City of Ocala	986/774

FINDINGS AND CONCLUSIONS:
Staff requests the approval of an Agreement for Subordination of utility interests for two electric easements that encumber parcel 23325-003-04. Staff has reviewed and accepted the Subordination, subject to City Council's approval.

Staff recommends approval.

FISCAL IMPACT:
None

PROCUREMENT REVIEW:

N/A

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

RESOLUTION 2026-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA AUTHORIZING EXECUTION OF A SUBORDINATION OF UTILITIES AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION CONCERNING PROPERTY COMMONLY KNOWN AS FDOT PARCEL 103.02; DIRECTING THAT THE SIGNED RESOLUTION AND AGREEMENT BE FORWARDED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 93 (I-75), Section No. 36210, F.P. No. 452074-1, FDOT Parcel ID 103.02 in Marion County, Florida; and

WHEREAS, it is necessary that certain easement rights presently owned by the City of Ocala, Florida, be subordinate to the rights of the State of Florida Department of Transportation; and

WHEREAS, said subordination is for transportation purposes which are in the public or community interest, is for the public welfare, and in the best interests of the City of Ocala; and

WHEREAS, the State of Florida Department of Transportation has made application to the City of Ocala to execute and deliver to the State of Florida Department of Transportation an Agreement for Subordination of Utility Interests in favor of the State of Florida Department of Transportation, and said request has been duly considered.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session duly assembled as follows:

Section 1. Adoption and Incorporation of Recitals.

The City Council of the City of Ocala, Florida adopts the above-outlined recitals and incorporates them herein as part and parcel of this resolution.

Section 2. Purpose and Authority for Resolution.

This resolution is adopted for the purpose of authorizing execution of the above-described Agreement for Subordination of Utility Interests and subsequent amendments thereto with the State of Florida Department of Transportation and is adopted pursuant to the authority granted by Chapters 166, 334, and 335, Florida Statutes.

Section 3. Designation of Signatory.

The City Council of the City of Ocala, Florida hereby designates the President of the City Council as the official who is authorized to sign the Agreement for Subordination of Utility Interests and subsequent amendments thereto with the State of Florida Department of Transportation.

Section 4. Direction to Staff.

A certified copy of this Resolution shall be forwarded to the State of Florida Department of Transportation at 719 South Woodland Blvd., Deland, Florida, 32720-6834 along with the executed Agreement for Subordination of Utility Interests.

Section 5. Effective Date of Resolution.

This resolution shall become effective immediately upon adoption.

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

8986This Instrument Prepared By/Return to:
Jared R. Gainey, Assistant City Attorney
City Attorney's Office
City of Ocala
110 SE Watula Avenue
Ocala, Florida 34470

Project: FDOT Subordination Agreement
Property Appraiser's Parcel ID No.: 23325-003-04

Rec.

FDOT PARCEL NO.	103.02
SECTION	36210
F.P. NO.	443624-1 452074-1
STATE ROAD	93 (I-75)
COUNTY	MARION

AGREEMENT FOR SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the CITY OF OCALA, a Florida municipal corporation ("City"), and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT").

WHEREAS:

A. The City presently has interests in certain lands that have been determined necessary for a transportation facility; and

B. The proposed use of the subject real property for a transportation facility requires subordination of the City's interest to the FDOT; and

C. The FDOT is willing to pay to have the City's facilities located, protected, adjusted, relocated, or removed if necessary, to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the public welfare, mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Subordination of Utility / Easement Interests. City hereby subordinates to the interest of FDOT, its successors, or assigns, any and all interest the City has in the real property ("Property") described in the attached **Exhibit A**

1.1 The interests of the City being subordinated hereby include the interests created by the following instruments:

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Easement	05/10/79	Meadowbrook Farms, Inc.	City of Ocala	986/772
Easement	05/10/79	Meadowbrook Farms, Inc.	City of Ocala	986/774

2. The City shall retain all rights under the instruments identified above, provided, however, that the City's exercise of those rights shall be in accordance with the FDOT's standards as set forth in the FDOT's then-current Utility Accommodation Manual, and subject to the following provisions:

2.1 The FDOT may require, for any present or future transportation facility project, that any City facilities be located, protected, adjusted, relocated, or removed as the FDOT determines is necessary (including the timing of any of such activities) to accommodate the transportation facility project. In the event that any such work is required by the FDOT, the FDOT hereby agrees to pay all costs of such work, including, but not limited to, all costs, including any landowner condemnation attorney fees and other condemnation costs, if necessary, of acquiring easements comparable to the easements being subordinated herein, which may require additional easement area necessary to provide for sufficient clearance for aerial facilities and vegetation management zones. The work performed pursuant to this section 2.1 shall comply with the City's Design and Construction Standards for Electric Utility Facilities and the National Electrical Safety Code (ANSI Standard C2). Payment of the above shall not include any betterment[1] to the City. In the event that a condemnation action is necessary to acquire a substitute easement, the FDOT will file such action for the use and benefit of the City. And the FDOT shall have full authority over the proceedings.

2.2 Any new construction or relocation of City facilities within the lands will be subject to prior approval by the FDOT, which shall not be unreasonably withheld. Should the FDOT fail to approve any new construction or relocation of facilities by the City or require the City to locate, protect, adjust, relocate or remove its facilities located within said lands, the FDOT hereby agrees to pay the all costs of such work, including, but not limited to, all costs, including any landowner condemnation attorney fees and other condemnation costs, if necessary, of acquiring easements comparable to the easements being subordinated herein. Payment of said costs shall not include any betterment to the City. In the event that a condemnation action is necessary to acquire a substitute easement, the FDOT will file such action for the use and benefit of the City and the FDOT shall have full authority over the proceedings.

2.3 The FDOT acknowledges that the City is entitled to advanced review of the proposed construction of any other utilities within the lands described herein and that such utilities are required to obtain an FDOT permit which states that the new utility may not interfere with any existing utilities or with the City's rights set forth in the above referenced easements.

[1] "Betterment" is defined as any upgrading of facilities being relocated that is not attributable to the highway construction and is made solely for the benefit of and at the election of the City.

3. The terms of this Subordination Agreement shall supersede any contrary provisions within any utility permit issued to the City within the area of the lands described.

4. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 2 above, including the right to trim such trees, brush, and growth which might endanger or interfere with the City's facilities, provided that such rights do not interfere with the operation and safety of the FDOT's facilities.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the FDOT has caused these presents to be executed by its duly authorized officer this _____ day of _____, _____.

Signed, sealed and delivered
in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

_____

SIGNATURE LINE
PRINT/TYPE NAME: _____
ADDRESS:
_____

_____

By: _____

_____
District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Legal Review

_____

SIGNATURE LINE
PRINT/TYPE NAME: _____
ADDRESS:
_____

_____

By: _____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, _____, by _____, District Director of Transportation Development for District Five of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, on behalf of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION.

_____
Notary Public, State of _____
Name: _____
(Please print or type)

Commission Number:
Commission Expires:

Notary: Check one of the following:
_____ Personally known OR
_____ Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: _____

IN WITNESS WHEREOF, the City of Ocala, Florida has caused these presents to be executed by its duly authorized officer this _____ day of _____, _____.

CITY OF OCALA, FLORIDA,
A Florida municipal corporation

_____

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

_____
Witness 1 Signature

Angel B. Jacobs
Witness 1 Printed Name

Witness 1 Address:
110 S.E. Watula Avenue
Ocala, Florida 34471

_____
Witness 2 Signature

William E. Sexton
Witness 2 Printed Name

Witness 2 Address:
110 S.E. Watula Avenue
Ocala, Florida 34471

ATTEST:

_____
By Angel B. Jacobs, City Clerk

APPROVED AS TO FORM/LEGALITY

_____
By William E. Sexton, City Attorney

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____ 20_____, by Ire J. Bethea, Sr., as President of the City Council of the City of Ocala, Florida, a Florida municipal corporation, who is personally known to me, for and on behalf of the City of Ocala, Florida.

_____
NOTARY PUBLIC

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EXHIBIT A
LEGAL DESCRIPTION - PROPERTY

Parcel No. 103 **SECTION 36210**
FEE SIMPLE- WHOLE TAKE **FP 443624-1 & 452074-1**

"LOT 4, BLOCK C OF MEADOWBROOK COMMERCE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "6", PAGE 191, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

Containing 9.477 acres, more or less.

Being the lands described in Official Records Book 8203, Page 871 of the Public Records of Marion County, Florida.

(THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK)

RESOLUTION 20__ - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA AUTHORIZING EXECUTION OF A SUBORDINATION OF UTILITIES AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION CONCERNING PROPERTY COMMONLY KNOWN AS FDOT PARCEL 103.02; DIRECTING THAT THE SIGNED RESOLUTION AND AGREEMENT BE FORWARDED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 93 (I-75), Section No. 36210, F.P. No. 452074-1, FDOT Parcel ID 103.02 in Marion County, Florida; and

WHEREAS, it is necessary that certain easement rights presently owned by the City of Ocala, Florida, be subordinate to the rights of the State of Florida Department of Transportation; and

WHEREAS, said subordination is for transportation purposes which are in the public or community interest, is for the public welfare, and in the best interests of the City of Ocala; and

WHEREAS, the State of Florida Department of Transportation has made application to the City of Ocala to execute and deliver to the State of Florida Department of Transportation an *Agreement for Subordination of Utility Interests* in favor of the State of Florida Department of Transportation, and said request has been duly considered.

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Ocala, Florida as follows:

Section 1. Adoption and Incorporation of Recitals.

The City Council of the City of Ocala, Florida adopts the above-outlined recitals and incorporates them herein as part and parcel of this resolution.

Section 2. Purpose and Authority for Resolution.

This resolution is adopted for the purpose of authorizing execution of the above-described *Agreement for Subordination of Utility Interests* and subsequent amendments thereto with the State of Florida Department of Transportation and is adopted pursuant to the authority granted by Chapters 166, 334, and 335, *Florida Statutes*.

Section 3. Designation of Signatory.

The City Council of the City of Ocala, Florida hereby designates the President of the City Council as the official who is authorized to sign the *Agreement for Subordination of Utility Interests* and subsequent amendments thereto with the State of Florida Department of Transportation.

Section 4. Direction to Staff.

A certified copy of this Resolution shall be forwarded to the State of Florida Department of Transportation at 719 South Woodland Blvd., Deland, Florida, 32720-6834 along with the executed *Agreement for Subordination of Utility Interests*.

Section 5. Effective Date of Resolution.

This resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED, with a quorum present and voting, by the City Council of the City of Ocala, Florida this _____ day of _____ 20_____.

CITY OF OCALA, FLORIDA,
a political subdivision of the State of Florida

_____

By: IRE J. BETHEA, SR., as
City Council President

ATTEST:

_____

By: ANGEL B. JACOBS, City Clerk

APPROVED AS TO FORM / LEGALITY:

_____

By: WILLIAM E. SEXTON, City Attorney

AUG 2, 1979

4.00 3pl

79- 17777 EASEMENT O.R. BOOK 986 PAGE 772

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, for and in consideration of the sum of One Dollar, to them in hand paid by the CITY OF OCALA, a municipal corporation under the laws of the State of Florida, receipt whereof is hereby acknowledged, do hereby convey and grant to the CITY OF OCALA the privilege and easement to construct (an electric transmission and distribution line, either or both, over, under, and across) (Water line under and across) the following described land in Marion County, Florida, to-wit:

NE¼ and East ½ of NW¼ Section 22, Township 15S. Range 21E.

240.00 acres, more or less.

"Said easement to be fifteen (15) feet in width, on, over, under and across the center line of the completed electrical construction."

MARION COUNTY 1 3 4 1 3 8 FLORIDA DEPT. OF REVENUE JUL30'79 P.B. 11021 DOCUMENTARY SURTAX ≡00.55

1 8 STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE P.B. 11009 JUL30'79 ≡00.30

FILED 1979 JUL 30 P.M. 1:29

and to place such poles and attachments thereto, water mains and pipes under, across and on, said land as may be necessary in the construction of said line, including the right to trim, cut and keep clear of said line all trees within the easement and those trees and limbs on grantor's property outside of the easement which may endanger the same, with the right to go upon said land from time to time as may be necessary to construct, reconstruct, maintain, and repair said line. No trees or shrubbery shall be planted in, or permanent structures placed or installed on said easement without the prior consent of the CITY OF OCALA.

The undersigned hereby convenant and warrant that they own the said land and have the right to grant this easement.

In WITNESS WHEREOF, The undersigned grantors have hereunto set their hands and seals this 10th day of May, 1979.

Signed, sealed and delivered in our presence as witnesses:

Howard Schmeltzer

K. A. Morgan

Helen J. Gardner (SEAL)
Meadowbrook Farms, Inc.

(SEAL)

STATE OF FLORIDA:
COUNTY OF MARION:

Before me, the undersigned authority, personally came and appeared

Helen J. Gardner, Secretary-Treasurer

to me well known as the individuals named in and who executed the foregoing instrument, and who acknowledged to me that they executed the same for the uses and purposes set forth and expressed.

WITNESS my hand and official seal this 10th day of May, 1979.

K. A. Morgan
Notary Public - State of Florida

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires March 26, 1980
Bonded by American Fire & Casualty Co.

This instrument prepared by

K. A. Morgan - Elec Engr Dept

P.O. Box 1270, Ocala, Florida 32670
Form ES-6 - Rev. 9-26-74

Filed and recorded 7-30-79 in O.R. Book 986 Page 772
Record Verified. Frances E. Thigpin, Clerk of Circuit Court, Marion Co. Fla.
By B Wigglesworth D.C.

79- 17779

EASEMENT

O.R. BOOK 986 PAGE 774

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, for and in consideration of the sum of One Dollar, to them in hand paid by the CITY OF OCALA, a municipal corporation under the laws of the State of Florida, receipt whereof is hereby acknowledged, do hereby convey and grant to the CITY OF OCALA the privilege and easement to construct (an electric transmission and distribution line, either or both, over, under, and across) (Water line under and across) the following described land in Marion County, Florida, to-wit:

E ½ of N ½ of S ½ & W ½ of
NE ¼ of SW ¼ & NE ¼ of NE ¼ of SW ¼ & S ½ of SE ¼ of NE ¼ of SW ¼
EX RD R/Way Section 22 Township 15S, Range 21E.

115.00 Acres more or less

"Said easement to be fifteen (15) feet in width, on, over, under and across the centerline of the completed electrical construction."

MARION COUNTY 134140 — FLORIDA DEPT. OF REVENUE JUL 30 '79 P.R. 11023 — DOCUMENTARY SURTAX ≈00.55

and to place such poles and attachments thereto, water mains and pipes under, across and on, said land as may be necessary in the construction of said line, including the right to trim, cut and keep clear of said line all trees within the easement and those trees and limbs on grantor's property outside of the easement which may endanger the same, with the right to go upon said land from time to time as may be necessary to construct, reconstruct, maintain, and repair said line. No trees or shrubbery shall be planted in, or permanent structures placed or installed on said easement without the prior consent of the CITY OF OCALA.

The undersigned hereby convenant and warrant that they own the said land and have the right to grant this easement.

In WITNESS WHEREOF, The undersigned grantors have hereunto set their hands and seals this 10th day of May, 1979.

Signed, sealed and delivered
in our presence as witnesses:

Howard Schaffer

[illegible]

Helen J. Gardner (SEAL)

Meadowbrook Farms, Inc. (SEAL)

FILED
1979 JUL 30 AM 11:27

STATE OF FLORIDA:
COUNTY OF MARION:

Before me, the undersigned authority, personally came and appeared

Helen J. Gardner, Secretary-Treasurer

to me well known as the individuals named in and who executed the foregoing instrument, and who acknowledged to me that they executed the same for the uses and purposes set forth and expressed.

WITNESS my hand and official seal this 10th day of May, 1979.

MARION COUNTY 182677 — STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE P.R. JUL 30 '79 ≈00.30

[illegible]
Notary Public - State of Florida

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires March 26, 1980
Bonded by American Fire & Casualty Co.

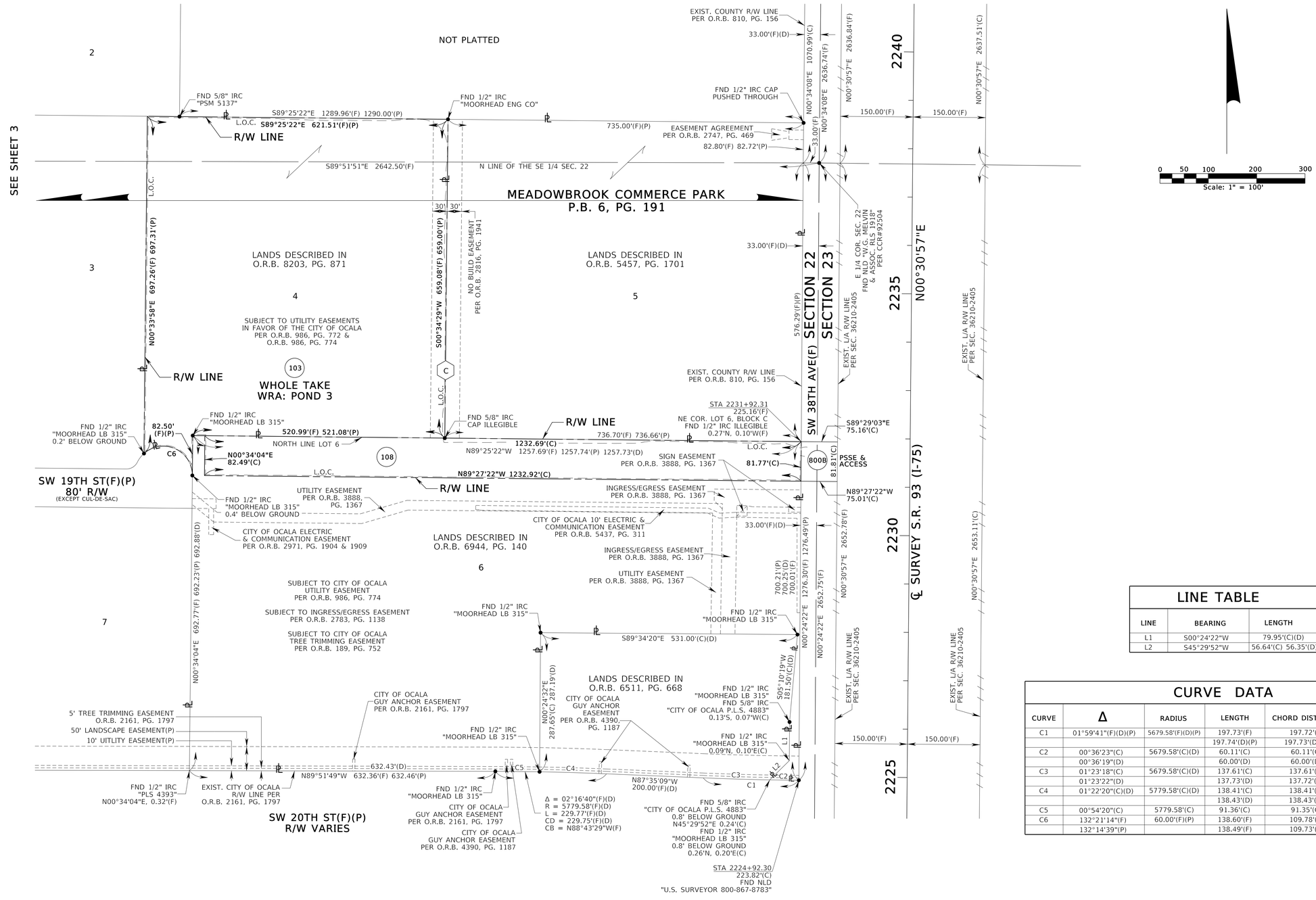
This instrument prepared by

K. A. Morgan - Elec Engr Dept

P.O. Box 1270, Ocala, Florida 32670
Form ES-6 - Rev. 9-26-74

Filed and recorded 7-30-79 in O.R. Book 986 Page 774
Record Verified. Frances E. Thigpin, Clerk of Circuit Court, Marion Co. Fla.
By [illegible] D.C.

PARCEL NO.	SHEET NO.	NAME	AREA TAKEN	REMAINDERS		COMMENTS
				LEFT	RIGHT	
103	P3	BERNMAX OC, LLC, A FLORIDA LIMITED LIABILITY COMPANY	9.477 AC	N/A	N/A	FEE SIMPLE - WHOLE TAKE
108	P3	FLOCA101 GOOD 1900 SOUTHWEST 38TH AVENUE, LLC, A DELAWARE LIMITED LIABILITY COMPANY	2.324 AC	14.166 AC	N/A	FEE SIMPLE
800B	P3	MARION COUNTY	6,141 SQ FT	N/A	N/A	PERPETUAL STORM SEWER AND ACCESS EASEMENT



LINE TABLE

LINE	BEARING	LENGTH
L1	S00°24'22"W	79.95'(C)(D)
L2	S45°29'52"W	56.64'(C) 56.35'(D)

CURVE DATA

CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
C1	01°59'41"(F)(D)(P)	5679.58'(F)(D)(P)	197.73'(F)	197.72'(F)	N88°35'00"W
			197.74'(D)(P)	197.73'(D)(P)	
C2	00°36'23"(C)	5679.58'(C)(D)	60.11'(C)	60.11'(C)	N89°16'38"W
	00°36'19"(D)		60.00'(D)	60.00'(D)	
C3	01°23'18"(C)	5679.58'(C)(D)	137.61'(C)	137.61'(C)	N88°16'48"W
	01°23'22"(D)		137.73'(D)	137.72'(D)	
C4	01°22'20"(C)(D)	5779.58'(C)(D)	138.41'(C)	138.41'(C)	N88°16'19"W
			138.43'(D)	138.43'(D)	
C5	00°54'20"(C)	5779.58'(C)	91.36'(C)	91.35'(C)	N89°24'39"W
C6	132°21'14"(F)	60.00'(F)(P)	138.60'(F)	109.78'(F)	N65°36'33"W
	132°14'39"(P)		138.49'(F)	109.73'(P)	

TOWNSHIP 15 SOUTH, RANGE 21 EAST

THIS MAP IS NOT A SURVEY

SEE SHEET 1 FOR GENERAL NOTES AND LEGEND

S.R. 93 (I-75) FROM S.R. 200 TO NORTH OF S.R. 326

RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

APPROVED BY DATE
FOR DISTRICT SECRETARY

REVISION	BY	DATE	REVISION	BY	DATE

	BY	DATE
PRELIM	B.J.P.	08/22/2024
FINAL		
CHECKED	B.J.P.	10/01/2024

FED. PROJ. SECTION 36210

STATE ROAD NO. 93 (I-75) MARION COUNTY

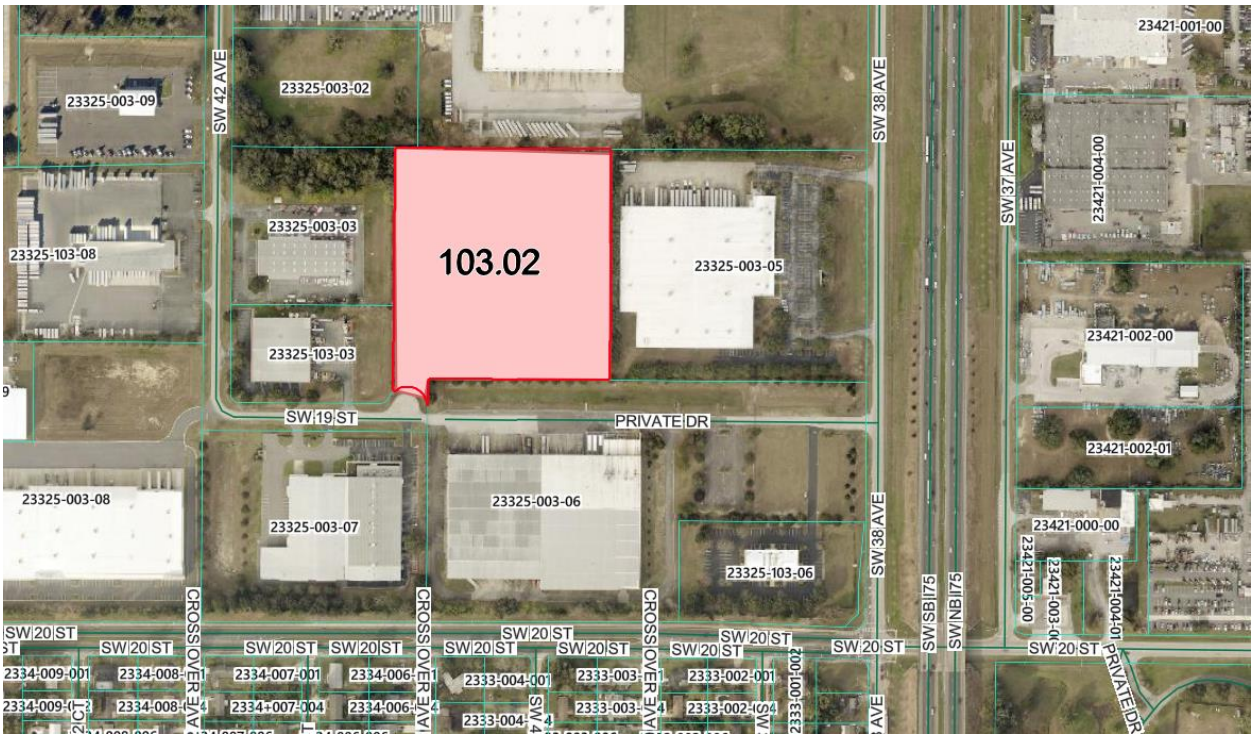
MAPS PREPARED BY: DRMP, INC. 941 LAKE BALDWIN LANE ORLANDO, FL. 32814

DATA SOURCE: SEE GENERAL NOTES SHEET 1

SCALE: 1" = 100'

F.P. NO. 443624-1 & 452074-1 SHEET P3

Aerial View Project 103.02 #23325-003-04



File #: RES-2026-37 Agenda Item #: 6g.

Submitted By: Tracy Taylor

Presentation By: Tracy Taylor

Department: Growth Management

FORMAL TITLE:
Resolution 2026-37 to adopt the Agreement for Subordination of Utility Interests to the Florida Department of Transportation that encumbers parcel 23325-003-06

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The subordination is in support of the Florida Department of Transportation's (FDOT) Interstate 75 (I-75) expansion project. FDOT will cover all expenses related to locating, protecting, adjusting, or removing City facilities if necessary.

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Easement	05/10/79	Meadowbrook Farms, Inc.	City of Ocala	986/774
Easement	4/25/2000	Meadowbrook Farms, Inc.	City of Ocala	2783/1138

FINDINGS AND CONCLUSIONS:
Staff requests approval of an Agreement for Subordination of utility interests for electric easements, guy wires, and drainage easements that encumber parcel 23325-003-06. Staff has reviewed and accepted the subordination, subject to City Council's approval.

Staff recommends approval.

FISCAL IMPACT:
None

PROCUREMENT REVIEW:
N/A

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

RESOLUTION 2026-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA AUTHORIZING EXECUTION OF A SUBORDINATION OF UTILITIES AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION CONCERNING PROPERTY COMMONLY KNOWN AS FDOT PARCEL 108.02; DIRECTING THAT THE SIGNED RESOLUTION AND AGREEMENT BE FORWARDED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 93 (I-75), Section No. 36210, F.P. No. 452074-1, FDOT Parcel ID 108.02 in Marion County, Florida; and

WHEREAS, it is necessary that certain easement rights presently owned by the City of Ocala, Florida, be subordinate to the rights of the State of Florida Department of Transportation; and

WHEREAS, said subordination is for transportation purposes which are in the public or community interest, is for the public welfare, and in the best interests of the City of Ocala; and

WHEREAS, the State of Florida Department of Transportation has made application to the City of Ocala to execute and deliver to the State of Florida Department of Transportation an Agreement for Subordination of Utility Interests in favor of the State of Florida Department of Transportation, and said request has been duly considered.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session duly assembled as follows:

Section 1. Adoption and Incorporation of Recitals.

The City Council of the City of Ocala, Florida adopts the above-outlined recitals and incorporates them herein as part and parcel of this resolution.

Section 2. Purpose and Authority for Resolution.

This resolution is adopted for the purpose of authorizing execution of the above-described Agreement for Subordination of Utility Interests and subsequent amendments thereto with the State of Florida Department of Transportation and is adopted pursuant to the authority granted by Chapters 166, 334, and 335, Florida Statutes.

Section 3. Designation of Signatory.

The City Council of the City of Ocala, Florida hereby designates the President of the City Council as the official who is authorized to sign the Agreement for Subordination of Utility Interests and subsequent amendments thereto with the State of Florida Department of Transportation.

Section 4. Direction to Staff.

A certified copy of this Resolution shall be forwarded to the State of Florida Department of Transportation at 719 South Woodland Blvd., Deland, Florida, 32720-6834 along with the executed Agreement for Subordination of Utility Interests.

Section 5. Effective Date of Resolution.

This resolution shall become effective immediately upon adoption.

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

This Instrument Prepared By/Return to:
Jared R. Gainey, Assistant City Attorney
City Attorney's Office
City of Ocala
110 SE Watula Avenue
Ocala, Florida 34470

Project: FDOT Subordination Agreement
Property Appraiser's Parcel ID No.: 23325-003-06

Rec.

FDOT PARCEL NO.	108.02
SECTION	36210
F.P. NO.	443624-1 452074-1
STATE ROAD	93 (I-75)
COUNTY	MARION

AGREEMENT FOR SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the CITY OF OCALA, a Florida municipal corporation ("City"), and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT").

WHEREAS:

A. The City presently has interests in certain lands that have been determined necessary for a transportation facility; and

B. The proposed use of the subject real property for a transportation facility requires subordination of the City's interest to the FDOT; and

C. The FDOT is willing to pay to have the City's facilities located, protected, adjusted, relocated, or removed if necessary, to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the public welfare, mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Subordination of Utility / Easement Interests. City hereby subordinates to the interest of FDOT, its successors, or assigns, any and all interest the City has in the real property ("Property") described in the attached **Exhibit A**

1.1 The interests of the City being subordinated hereby include the interests created by the following instruments:

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Easement	05/10/79	Meadowbrook Farms, Inc.	City of Ocala	986/774
Easement	4/25/2000	Meadowbrook Farms, Inc.	City of Ocala	2783/1138

2. The City shall retain all rights under the instruments identified above, provided, however, that the City's exercise of those rights shall be in accordance with the FDOT's standards as set forth in the FDOT's then-current Utility Accommodation Manual, and subject to the following provisions:

2.1 The FDOT may require, for any present or future transportation facility project, that any City facilities be located, protected, adjusted, relocated, or removed as the FDOT determines is necessary (including the timing of any of such activities) to accommodate the transportation facility project. In the event that any such work is required by the FDOT, the FDOT hereby agrees to pay all costs of such work, including, but not limited to, all costs, including any landowner condemnation attorney fees and other condemnation costs, if necessary, of acquiring easements comparable to the easements being subordinated herein, which may require additional easement area necessary to provide for sufficient clearance for aerial facilities and vegetation management zones. The work performed pursuant to this section 2.1 shall comply with the City's Design and Construction Standards for Electric Utility Facilities and the National Electrical Safety Code (ANSI Standard C2). Payment of the above shall not include any betterment[1] to the City. In the event that a condemnation action is necessary to acquire a substitute easement, the FDOT will file such action for the use and benefit of the City. And the FDOT shall have full authority over the proceedings.

2.2 Any new construction or relocation of City facilities within the lands will be subject to prior approval by the FDOT, which shall not be unreasonably withheld. Should the FDOT fail to approve any new construction or relocation of facilities by the City or require the City to locate, protect, adjust, relocate or remove its facilities located within said lands, the FDOT hereby agrees to pay the all costs of such work, including, but not limited to, all costs, including any landowner condemnation attorney fees and other condemnation costs, if necessary, of acquiring easements comparable to the easements being subordinated herein. Payment of said costs shall not include any betterment to the City. In the event that a condemnation action is necessary to acquire a substitute easement, the FDOT will file such action for the use and benefit of the City and the FDOT shall have full authority over the proceedings.

2.3 The FDOT acknowledges that the City is entitled to advanced review of the proposed construction of any other utilities within the lands described herein and that such utilities are required to obtain an FDOT permit which states that the new utility may not interfere with any existing utilities or with the City's rights set forth in the above referenced easements.

3. The terms of this Subordination Agreement shall supersede any contrary provisions within any utility permit issued to the City within the area of the lands described.

[1] "Betterment" is defined as any upgrading of facilities being relocated that is not attributable to the highway construction and is made solely for the benefit of and at the election of the City.

4. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 2 above, including the right to trim such trees, brush, and growth which might endanger or interfere with the City's facilities, provided that such rights do not interfere with the operation and safety of the FDOT's facilities.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the FDOT has caused these presents to be executed by its duly authorized officer this _____ day of _____, _____.

Signed, sealed and delivered
in the presence of witnesses:

_____
SIGNATURE LINE
PRINT/TYPE NAME: _____
ADDRESS:
_____

_____

_____
SIGNATURE LINE
PRINT/TYPE NAME: _____
ADDRESS:
_____

_____

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By: _____

_____
District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Legal Review

By: _____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, _____, by _____, District Director of Transportation Development for District Five of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, on behalf of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION.

_____
Notary Public, State of _____
Name: _____
(Please print or type)

Commission Number:
Commission Expires:

Notary: Check one of the following:
____ Personally known OR
____ Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: _____

IN WITNESS WHEREOF, the City of Ocala, Florida has caused these presents to be executed by its duly authorized officer this _____ day of _____, _____.

CITY OF OCALA, FLORIDA,
A Florida municipal corporation

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

_____
Witness 1 Signature

Angel B. Jacobs
Witness 1 Printed Name

Witness 1 Address:
110 S.E. Watula Avenue
Ocala, Florida 34471

_____
Witness 2 Signature

William E. Sexton
Witness 2 Printed Name

Witness 2 Address:
110 S.E. Watula Avenue
Ocala, Florida 34471

ATTEST:

_____
By Angel B. Jacobs, City Clerk

APPROVED AS TO FORM/LEGALITY

_____
By William E. Sexton, City Attorney

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____ 20_____, by Ire J. Bethea, Sr., as President of the City Council of the City of Ocala, Florida, a Florida municipal corporation, who is personally known to me, for and on behalf of the City of Ocala, Florida.

_____
NOTARY PUBLIC

(THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK)

EXHIBIT A
LEGAL DESCRIPTION - PROPERTY

Parcel No. 108 **SECTION 36210**
FEE SIMPLE **FP 443624-1 & 452074-1**

That portion of:

> LOT 6, BLOCK C, MEADOWBROOK COMMERCE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 191 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

Being a portion of the lands described in Official Records Book 6944, Page 140 of the Public Records of Marion County, Florida.

Described as follows:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 22, TOWNSHIP 15 SOUTH, RANGE 21 EAST, SAID POINT BEING A FOUND NAIL AND DISK STAMPED "W.G. MELVIN & ASSOC. RLS 1918" AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 36210, FINANCIAL PROJECT NUMBER 443624-1 & 452074-1; THENCE NORTH 89°51'51" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 22, A DISTANCE OF 33.00 FEET TO A POINT ON THE EXISTING WEST RIGHT OF WAY LINE OF SOUTHWEST 38TH AVENUE PER SAID RIGHT OF WAY MAP AND THE EAST LINE OF LOT 5, BLOCK C, MEADOWBROOK COMMERCE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 191 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°24'22" WEST ALONG SAID WEST RIGHT OF WAY LINE AND SAID EAST LINE, A DISTANCE OF 576.29 FEET TO THE NORTHEAST CORNER OF LOT 6, BLOCK C OF SAID PLAT AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°24'22" WEST ALONG SAID WEST RIGHT OF WAY LINE AND THE EAST LINE OF SAID LOT 6, A DISTANCE OF 81.77 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE AND SAID EAST LINE, NORTH 89°27'22" WEST, A DISTANCE OF 1232.92 FEET; THENCE NORTH 00°34'04" EAST, A DISTANCE OF 82.49 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 6; THENCE SOUTH 89°25'22" EAST ALONG SAID NORTH LINE, A DISTANCE OF 1232.69 FEET TO THE POINT OF BEGINNING.

Containing 2.324 acres, more or less.

RESOLUTION 20__ - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA AUTHORIZING EXECUTION OF A SUBORDINATION OF UTILITIES AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION CONCERNING PROPERTY COMMONLY KNOWN AS FDOT PARCEL 108.02; DIRECTING THAT THE SIGNED RESOLUTION AND AGREEMENT BE FORWARDED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 93 (I-75), Section No. 36210, F.P. No. 452074-1, FDOT Parcel ID 108.02 in Marion County, Florida; and

WHEREAS, it is necessary that certain easement rights presently owned by the City of Ocala, Florida, be subordinate to the rights of the State of Florida Department of Transportation; and

WHEREAS, said subordination is for transportation purposes which are in the public or community interest, is for the public welfare, and in the best interests of the City of Ocala; and

WHEREAS, the State of Florida Department of Transportation has made application to the City of Ocala to execute and deliver to the State of Florida Department of Transportation an *Agreement for Subordination of Utility Interests* in favor of the State of Florida Department of Transportation, and said request has been duly considered.

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Ocala, Florida as follows:

Section 1. Adoption and Incorporation of Recitals.

The City Council of the City of Ocala, Florida adopts the above-outlined recitals and incorporates them herein as part and parcel of this resolution.

Section 2. Purpose and Authority for Resolution.

This resolution is adopted for the purpose of authorizing execution of the above-described *Agreement for Subordination of Utility Interests* and subsequent amendments thereto with the State of Florida Department of Transportation and is adopted pursuant to the authority granted by Chapters 166, 334, and 335, *Florida Statutes*.

Section 3. Designation of Signatory.

The City Council of the City of Ocala, Florida hereby designates the President of the City Council as the official who is authorized to sign the *Agreement for Subordination of Utility Interests* and subsequent amendments thereto with the State of Florida Department of Transportation.

Section 4. Direction to Staff.

A certified copy of this Resolution shall be forwarded to the State of Florida Department of Transportation at 719 South Woodland Blvd., Deland, Florida, 32720-6834 along with the executed *Agreement for Subordination of Utility Interests*.

Section 5. Effective Date of Resolution.

This resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED, with a quorum present and voting, by the City Council of the City of Ocala, Florida this _____ day of _____ 20_____.

CITY OF OCALA, FLORIDA,
a political subdivision of the State of Florida

_____

By: IRE J. BETHEA, SR., as
City Council President

ATTEST:

_____

By: ANGEL B. JACOBS, City Clerk

APPROVED AS TO FORM / LEGALITY:

_____

By: WILLIAM E. SEXTON, City Attorney

DAVID R. ELLSPERMANN, CLERK OF CIRCUIT COURT
FILE: 2000-037186
DATE: 04/27/00 12:02
OR BOOK/PAGE: 2783/1138
MARION COUNTY

Deed Doc Stamps 2975.00 PAID

04/27/00 MARION COUNTY - TB

Rec. $91.50
Doc $2975.00

This instrument prepared by:
Tim Haines/jp
Hart and Gray
125 N.E. 1st Avenue - Suite 1
Ocala, Florida 34470

PARCEL ID: 23322-000-00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed this 25th day of April, 2000, between **MEADOWBROOK FARMS INC.**, a Florida corporation, whose post office address is P.O. Box 518, Ocala, FL 34478, hereinafter called *'Grantor'*, to **THE CITY OF OCALA**, a Florida municipal corporation, whose post office address is P.O. Box 1270, Ocala, FL 34478, hereinafter called *"Grantee"*

WITNESSETH:

GRANTOR, in consideration of Ten Dollars ($10.00) paid by Grantee, the sufficiency of which is hereby acknowledged, does hereby grant, convey, and transfer to Grantee, the real property located in MARION County, Florida, more particularly described as follows:

SEE ATTACHED EXHIBITS "A", "B", "C", and "D"

TOGETHER with a perpetual non-exclusive easement for the construction, operation and maintenance of a storm drainage system and related appurtenances including, without limitation, open ditches, underground storm water pipes, and above ground drainage structures (all of which items to be located in the drainage easement area being referred to as the "Drainage Facilities") over, under, across and on the real property described in Exhibit "E" situate, lying and being in Marion County, Florida (the "Drainage Easement Area"). The easement rights for drainage specifically include: (a) right of perpetual ingress and egress to control, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access and service to the Drainage Facilities; (b) right to decrease or increase, or change the quantity and type of Drainage Facilities; (c) the right to clear the Drainage Easement Area of trees, limbs, undergrowth, and other physical objects (regardless of the physical location as such trees, limbs, undergrowth, and other physical objects) which, in the opinion of the Grantee, endanger or interfere with the safe and efficient installation, operation or maintenance of the Drainage Facilities; and (d) all the rights and privileges reasonably necessary or convenient for the safe and efficient installation, operation and maintenance of the Drainage Facilities and for the enjoyment and use of the drainage easement for the purposes described above. No buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Drainage Easement Area. Any proposed fence installation with appropriate gates must be approved by the City of Ocala Engineering Department and must allow ready access to the grantee's Drainage Facilities.

TOGETHER with a perpetual, non-exclusive easement for the construction, operation and maintenance of electrical down guys and anchors and attachments thereto (all of which items to be located in the guy-wire easement area being referred to as the "Guy-Wire Facilities") over, under, across and on the real property described in Exhibit "G" (the "Guy-Wire Easement Area") situate, lying and being in Marion County, Florida. The easement rights for guy-wires specifically include: (a) right of perpetual ingress and egress to control, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access and service to the Guy-Wire Facilities; (b) right to decrease or increase, or change the quantity and

GRANTOR covenants that Grantor will warrant and defend the property hereby conveyed against the lawful claims and demands of all persons claiming by, through or under Grantor, but against no others.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the year and date first above stated.

Signed and sealed in our presence as witnesses:

Print Name RYAN D. WADE

Print Name JUDITH A. MACOLINO

MEADOWBROOK FARMS INC.,
a Florida Corporation

By _____
David LaCroix, Vice-President

STATE OF FLORIDA
COUNTY OF MARION

The foregoing Special Warranty Deed was acknowledged before me this 25th day of April, 2000, by DAVID LaCROIX as Vice-President of MEADOWBROOK FARMS INC., a Florida corporation, who is personally know to me.

Notary Public, State of Florida
Print Notary Name JUDITH A. MACOLINO
My commission expires _____
Commission number _____

JUDITH A. MACOLINO
Notary Public, State of Florida
Commission #CC723845
My Comm. Expires: April 29, 2002

FILE: 2000-037186
OR BOOK/PAGE: 2783/1140

3 of 20

Y:\tdh\deeds\meadowbrook farms to city of ocala
030900/1

EXHIBIT "A"

Legal description for right of way taking at Parcel 1 (North Roads), SW 44th Ave. (Meadowbrook Farms)

COMMENCE at the northeast corner of section 22, township 15 south, range 21 east, in Marion County, Florida; thence run N 89° 56' 30" W, along the north boundary of said section 22, for a distance of 33.00 feet, to a point on the west right of way line of SW 38th Avenue (right of way varies); thence run S 00° 34' 07" W, along said west right of way, for a distance of 1440.85 feet to the POINT OF BEGINNING; thence continuing southerly along said line, for a distance of 125.00 feet; thence run N 44° 25' 53" W, for a distance of 35.36 feet; thence run N 89° 25' 53" W; for a distance of 2315.52 feet to the point of curvature of a tangent curve, concave to the south, and having for it's elements: a radius of 950.00 feet, a central angle of 30° 38' 40", a chord distance of 502.07 feet, and a chord bearing of S 75° 14' 47" W; thence run westerly along said curve, for a distance of 508.10 feet; thence run S 59° 55' 27" W, for a distance of 186.61 feet; thence run S 15° 53' 31" W, for a distance of 35.95 feet to the point of curvature of a non-tangent curve, concave to the southwest, and having for it's elements: a radius of 1850.00 feet, a central angle of 09° 17' 39", and a chord of 299.76 feet bearing S 23° 06' 21" E; thence run southeasterly along said curve, for a distance of 300.09 feet; thence run S 71° 32' 29" W, for a distance of 100.00 feet to the point of curvature of a non-tangent curve, concave to the southwest, and having for it's elements: a radius of 1750.00 feet, a central angle of 21° 32' 28", and a chord of 654.06 feet bearing N 29° 13' 45" W; thence run northwesterly along said curve, for a distance of 657.93 feet; thence run N 39° 59' 59" W, for a distance of 392.39 feet to the point of curvature of a tangent curve, concave to the east, and having for it's elements: a radius of 1600.00 feet, a central angle of 40° 26' 33", a chord distance of 1106.07 feet, and a chord bearing of N 19° 46' 43" W; thence run northerly along said curve, for a distance of 1129.37 feet, to a point on the west boundary line of the east half of the northwest quarter of said section 22; thence run N 00° 26' 34" E, along said west boundary, for a distance of 181.75 feet, to the northwest corner of the said east half of the northwest quarter of section 22; thence run S 89° 32' 55" E, along the north boundary of the northwest quarter of the said section 22, for a distance of 100.00 feet; thence run S 00° 26' 34" W, for a distance of 181.74 feet to the point of curvature of a tangent curve, concave to the east, and having for it's elements: a radius of 1500.00 feet, a central angle of 40° 26' 33", a chord distance of 1036.94 feet, and a chord bearing of S 19° 46' 43" E; thence run southerly along said curve, for a distance of 1058.78 feet; thence run S 39° 59' 59" E, for a distance of 392.39 feet to the point of curvature of a tangent curve, concave to the southwest, and having for it's elements: a radius of 1850.00 feet, a central angle of 07° 36' 03", a chord distance of 245.24 feet, and a chord bearing of S 36° 11' 57" E; thence run southeasterly along said curve, for a distance of 245.42 feet; thence run S 76° 02' 37" E, for a distance of 35.95 feet; thence run N 59° 55' 27" E, for a distance of 186.61 feet to the point of curvature of a tangent curve, concave to the south, and having for it's elements: a radius of 1050.00 feet, a central angle of 30° 38' 40", a chord distance of 554.92 feet, and a chord bearing of N 75° 14' 47" E; thence run easterly along said curve, for a distance of 561.59 feet; thence run S 89° 25' 53" E, for a distance of 2340.52 feet to the POINT OF BEGINNING; said described parcel containing 12.49 acres, more or less.

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EXHIBIT "B"

Legal description for right of way taking at Parcel 1b (South Road), SW 44th Ave. (Meadowbrook Farms)

COMMENCE at the northeast corner of section 22, township 15 south, range 21 east, in Marion County, Florida; thence run N 89° 56' 30" W, along the north boundary of said section, for a distance of 33.00 feet to a point on the westerly right of way line of SW 38th Avenue (right of way varies); thence run S 00° 34' 07" W, along said westerly right of way line for a distance of 1565.85 feet; thence run N 44° 25' 53" W, for a distance of 35.36 feet; thence run N 89° 25' 53" W, for a distance of 2315.52 feet to the point of curvature of a tangent curve, concave to the south, and having for it's elements: a radius of 950.00 feet, a central angle of 30° 38' 40", a chord distance of 502.07 feet, and a chord bearing of S 75° 14' 47" W; thence run westerly along said curve, for a distance of 508.10 feet; thence run S 59° 55' 27" W, for a distance of 186.61 feet; thence run S 15° 53' 31" W, for a distance of 35.95 feet to the point of curvature of a non-tangent curve, concave to the southwest, and having for it's elements: a radius of 1850.00 feet, a central angle of 09° 17' 39", and a chord of 299.76 feet bearing S 23° 06' 21" E; thence run southeasterly along said curve, for a distance of 300.09 feet to the POINT OF BEGINNING; thence continuing southerly along said curve, a distance of 611.63 feet, to the point of tangency of said curve; thence run S 00° 29' 02" W, for a distance of 1213.75 feet; thence run S 44° 39' 41" E, for a distance of 35.27 feet, to a point on the northerly right of way line of SW 20th Street (100.00 feet wide); thence run N 89° 48' 24" W, along said northerly right of way line, for a distance of 150.00 feet; thence run N 45° 20' 19" E, for a distance of 35.44 feet; thence run N 00° 29' 02" E, for a distance of 1214.25 feet to the point of curvature of a tangent curve, concave to the west, and having for it's elements: a radius of 1750.00 feet, a central angle of 18° 56' 33", a chord distance of 575.94 feet, and a chord bearing of N 08° 59' 15" W; thence run northerly along said curve, for a distance of 578.57 feet; thence run N 71° 32' 29" E, for a distance of 100.00 feet to the POINT OF BEGINNING; said described parcel containing 4.22 acres, more or less.

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and other physical objects (regardless of the physical location as such trees, limbs, undergrowth, and other physical objects) which, in the opinion of the Grantee, endanger or interfere with the safe and efficient installation, operation or maintenance of the Guy-Wire Facilities; (d) all the rights and privileges reasonably necessary or convenient for the safe and efficient installation, operation and maintenance of the Guy-Wire Facilities and for the enjoyment and use of the Guy-Wire Easement for the purposes described above; and (e) the right to permit any other person or any other entity to attach lines or wires to such facilities and lay cable within the Guy-Wire Easement Area. No buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within Guy-Wire Easement Area. Any proposed fence installation with appropriate gates must be approved by the City of Ocala Engineering Department and must allow ready access to the grantee's Guy-Wire Facilities.

GRANTOR retains and reserves unto itself, its heirs, successors and assigns as owner of all or any portion of the real property described in Exhibit "F", an easement over, upon, and across the real property described in Exhibit "A" and "B" for ingress and egress over and across the real property described in Exhibit "A" and "B" to and from the real property, or any portion of the real property, described in Exhibit "F". The use by Grantor of the retained easement shall be in such a fashion as to not interfere with the Grantee's construction of improvements on the real property which is the subject of the retained easement. The retained easement shall terminate upon Grantee's dedication to the public of a constructed road built upon the real property described in Exhibit "A" and "B". Such dedication shall occur upon, and be evidenced by, either (a) Grantee recording in the Public Records of Marion County, Florida, a resolution dedicating the real property described in Exhibit "A" and "B" or any portion thereof; or (b) Grantee approving a plat of a substantial portion of the real property described in Exhibit "F" dedicating the real property described in Exhibit "A" and "B" or any portion thereof; or (c) the completion of construction of right-of-way improvements upon the real property described in Exhibit "A" and "B", or any portion thereof, in accordance with the City's construction standards, and acceptance by the City. Dedication of portions of the real property described in Exhibit "A and "B" shall be effective only as to the portion so dedicated, and the easement retained herein by Grantor shall not terminate as to the portions not dedicated but shall terminate upon the future dedication of such other portions.

SUBJECT TO:

- Taxes for the year 2000 and all subsequent years;
- Utility Easement in favor of the City of Ocala recorded in OR Book 1552, at Page 1662, as modified by Partial Release recorded in OR Book 2661, at Page 825, Public Records of Marion County, Florida;
- Easement to the City of Ocala recorded in OR Book 2161, at Page 1797, Public Records of Marion County, Florida;
- Easement to the City of Ocala recorded in OR Book 1889, at Page 752, Public Records of Marion County, Florida;
- Easement to the City of Ocala recorded in OR Book 1552, at Page 1660, Public Records of Marion County, Florida;
- Easement to the City of Ocala recorded in OR Book 1581, at Page 584, and modified in OR Book 1858, at Page 598, Public Records of Marion County, Florida; and
- Easement to the City of Ocala recorded in Deed Book 362, at Page 168 Public Records of Marion County, Florida.

TOGETHER with all the estate and rights of Grantor in such property.

EXHIBIT "C"

Legal description for DRA 1, SW 44th Ave. (Meadowbrook Farms)

COMMENCE at the northeast corner of section 22, township 15 south, range 21 east, in Marion County, Florida; thence run N 89° 56' 30" W, along the north boundary of said section 15, for a distance of 1323.24 feet to the POINT OF BEGINNING, said point also being the northwest corner of the northeast quarter of the northeast quarter of said section 15; thence run S 00° 34' 07" W, along the west boundary of those lands described in O.R. Book 2263, page 649 of the official records of Marion County, Florida for a distance of 380.00 feet; thence run N 89° 56' 30" W, for a distance of 960.00 feet; thence run N 00° 34' 07" E, for a distance of 380.00 feet, to a point on the north boundary of said section 15; thence run S 89° 56' 30" E, along said north boundary line, for a distance of 960.00 feet to the POINT OF BEGINNING; said described parcel containing 8.37 acres, more or less.

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EXHIBIT "D"

Legal description for DRA 2 , SW 44th Ave. (Meadowbrook Farms)

COMMENCE at the northeast corner of section 22, township 15 south, range 21 east, in Marion County, Florida; thence run S 00° 34' 07" W, along the east boundary of said section 22, for a distance of 1491.14 feet, to the centerline of SW 13th Street (100 feet wide); thence run N 89° 25' 53" W, along said centerline, for a distance of 2373.52 feet to the point of curvature of a tangent curve, concave to the south, and having for it's elements: a radius of 1000.00 feet, a central angle of 30° 38' 40", a chord distance of 528.49 feet, and a chord bearing of S 75° 14' 47" W; thence run westerly along said curve, for a distance of 534.85 feet; thence run S 59° 55' 27" W, for a distance of 310.94 feet to the point of curvature of a non-tangent curve, concave to the southwest, and lying on the westerly right of way line of SW 44th Avenue (100.00 feet wide), and having for it's elements: a radius of 1750.00 feet, a central angle of 07° 45' 56", and a chord of 237.00 feet bearing S 26° 11' 35" E; thence run southeasterly along said curve, and westerly right of way line, for a distance of 237.18 feet to the POINT OF BEGINNING; thence continuing southerly along said curve, and westerly right of way line, for a distance of 232.58 feet; thence run S 75° 18' 15" W, for a distance of 244.00 feet; thence run N 18° 30' 11" W, for a distance of 200.00 feet; thence run N 67° 41' 23" E, for a distance of 244.00 feet to the POINT OF BEGINNING; said described parcel containing 1.22 acres, more or less.

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EXHIBIT "E"

LEGAL DESCRIPTION FOR D.R.A. #1 – SOUTH DRAINAGE EASEMENT

COMMENCE at the northeast corner of section 22, township 15 south, range 21 east, in Marion County, Florida; thence run N 89° 56' 30" W, along the north boundary of said section 15, for a distance of 2283.24 feet; thence run S 00° 34' 07" W, for a distance of 380.00 feet to the POINT OF BEGINNING; thence run S 89° 56' 30" E, for a distance of 30.00 feet; thence run S 00° 34' 07" W, for a distance of 1041.07 feet, to a point on the northerly right of way line of SW 13th Street (100 feet wide); thence run N 89° 25' 53" W, along said northerly right of way line, for a distance of 30.00 feet; thence run N 00° 34' 07" E, for a distance of 1040.81 feet to the POINT OF BEGINNING; said described parcel containing 0.72 acre, more or less.

LEGAL DESCRIPTION FOR D.R.A. #1 – WEST DRAINAGE EASEMENT

COMMENCE at the northeast corner of section 22, township 15 south, range 21 east, in Marion County, Florida; thence run N 89° 56' 30" W, along the north boundary of said section 15, for a distance of 2283.24 feet to the POINT OF BEGINNING; thence run S 00° 34' 07" W, for a distance of 30.00 feet; thence run N 89° 56' 30" W, along a line running parallel with, and 30.00 feet south of the north boundary of the northeast quarter of said section 22, for a distance of 363.19 feet, to a point on the west boundary of the said northeast quarter; thence run N 89° 32' 55" W, along a line running parallel with, and 30.00 feet south of the north boundary of the northwest quarter of said section 22, for a distance of 1220.79 feet, to a point on the east right of way line of SW 44th Avenue ; thence run N 00° 26' 34" E, along said east right of way line, for a distance of 30.00 feet; thence run S 89° 32' 55" E, along the north boundary of the northwest quarter of said section 22, for a distance of 1220.81 feet, to the northwest corner of the northeast quarter of said section 22; thence run S 89° 56' 30" E, along said north line of the northeast quarter, for a distance of 363.24 feet to the POINT OF BEGINNING; said described parcel containing 1.09 acres, more or less.

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The NE 1/4 of Section 22, Township 15 South, Range 21 East, Marion County, Florida;
The East 1/2 of the NW 1/4 of Section 22, Township 15 South, Range 21 East, Marion County, Florida.
The North 1/2 of the SE 1/4 of Section 22, Township 15 South, Range 21 East, Marion County, Florida.
AND
The NE 1/4 of the SW 1/4 of Section 22, Township 15 South, Range 21 East, Marion County, Florida.
EXCEPT the East 33.00 feet of the entire tract;
AND
EXCEPT the South 33.00 feet of the entire tract.
AND EXCEPT:
Commence Northeast corner of Section 22, Township 15 South, Range 21 East, Marion County, Florida; thence S.00°34'29"W. along the East boundary of the NE 1/4 of said Section 22 a distance of 681.19 feet; thence N.89°25'31"W., 33.00 feet to an intersection with the Westerly right of way line of S.W. 38th Avenue and the Point of Beginning; thence S.00°34'29"W. along said right of way line 760.00 feet; thence departing N.89°25'31"W., 1,146.32 feet; thence N.00°34'29"E. along a line parallel with and 1,146.32 feet Westerly of, as measured at right angles to the aforementioned Westerly right of way line of S.W. 38th Avenue for 760.00 feet to the Southwest corner of those lands described in Official Records Book 2263, Page 649, Public Records of Marion County, Florida; thence S.89°25'31"E. along the South boundary of said lands 1,146.32 feet to the Point of Beginning.
AND EXCEPT:
A parcel of land in Section 22, Township 15 South, Range 21 East, Marion County, Florida, more particularly described as follows:
Commence Northeast corner of Section 22, Township 15 South, Range 21 East, thence N.89°57'47"W. along the North line of said Section 22 for 33.00 feet to an intersection with the Westerly right of way line of S.W. 38th Avenue and the Point of Beginning of the herein described parcel of land; thence continue

LESS AND EXCEPT:

COMMENCE NORTHEAST CORNER OF SECTION 22, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, THENCE S.00°34'29"W. ALONG THE EAST BOUNDARY OF THE NE 1/4 OF SAID SECTION 22 A DISTANCE OF 1566.19 FEET; THENCE N.89°25'31"W. 33.00 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SW 38TH AVENUE AND THE POINT OF BEGINNING; THENCE S.00°34'29"W. ALONG SAID RIGHT-OF-WAY LINE 988.02 FEET; THENCE DEPARTING N.89°25'31"W. 1290.00 FEET; THENCE N.00°34'29"E. ALONG A LINE PARALLEL WITH AND 1290.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF SW 38TH AVENUE FOR 1013.02 FEET TO THE PROPOSED SOUTH RIGHT-OF-WAY LINE OF A 100' WIDE RIGHT-OF-WAY; THENCE S.89°25'31"E. ALONG SAID PROPOSED RIGHT-OF-WAY LINE 1265.00 FEET; THENCE S.44°25'31"E. 35.36 FEET TO THE POINT OF BEGINNING.
CONTAINING 29.99 ACRES MORE OR LESS

FILE: 2000-037186
OR BOOK/PAGE: 2783/1146

EXHIBIT "G"

Legal description for guy wire easement (a) at parcel 1 (north roads), SW 44th Ave. (Meadowbrook Farms)

COMMENCE at the northeast corner of section 22, township 15 south, range 21 east, in Marion County, Florida; thence run N 89° 56' 30" W, along the north boundary of said section, for a distance of 33.00 feet to a point on the west right of way line of SW 38th Avenue (right of way varies); thence run S 00° 34' 07" W along the said west right of way line, for a distance of 1440.85 feet; thence run N 89° 25' 52" W, for a distance of 25.00 feet to a point on the north right of way line of SW 13th Street (right of way 100.00 feet wide); thence run N 89° 25' 53" W, along said north right of way line, for a distance of 2166.81 feet to the POINT OF BEGINNING; thence continuing westerly along said line, for a distance of 5.00 feet; thence run N 00° 34' 07" E, for a distance of 20.00 feet; thence run S 89° 25' 53" E, for a distance of 5.00 feet; thence run S 00° 34' 08" W, for a distance of 20.00 feet to the POINT OF BEGINNING; said described parcel containing 100.00 square feet, more or less.

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Legal description for guy wire easement (b) at parcel 1 (north roads), SW 44th Ave. (Meadowbrook Farms)

COMMENCE at the northeast corner of section 22, township 15 south, range 21 east, in Marion County, Florida; thence run N 89° 56' 30" W, along the north boundary of said section, for a distance of 33.00 feet to a point on the west right of way line of SW 38th Avenue (right of way varies); thence run S 00° 34' 07" W, along the said west right of way line, for a distance of 1440.85 feet; thence run N 89° 25' 52" W, for a distance of 25.00 feet to a point on the north right of way line of SW 13th Street (right of way 100.00 feet wide); thence continue N 89° 25' 53" W, along said north right of way line, for a distance of 2315.52 feet to the point of curvature of a tangent curve, concave to the south, and having for it's elements: a radius of 1050.00 feet, a central angle of 06° 59' 10", a chord distance of 127.95 feet, and a chord bearing of S 87° 04' 32" W; thence run westerly along said curve, for a distance of 128.03 feet to the POINT OF BEGINNING; thence continuing westerly along said curve and said northerly right of way line, for a distance of 5.00 feet; thence run N 06° 33' 14" W, for a distance of 20.00 feet; thence run N 83° 26' 46" E, for a distance of 5.00 feet; thence run S 06° 33' 14" E, for a distance of 20.00 feet to the POINT OF BEGINNING; said described parcel containing 100.00 square feet, more or less.

FILE: 2000-037186
OR BOOK/PAGE: 2783/1148

Legal description for guy wire easement (c) at parcel 1 (north roads), SW 44th Ave. (Meadowbrook Farms)

COMMENCE at the northeast corner of section 22, township 15 south, range 21 east, in Marion County, Florida; thence run N 89° 56' 30" W along the north boundary of said section, for a distance of 33.00 feet to a point on the west right of way line of SW 38th Avenue (right of way varies); thence run S 00° 34' 07" W, along the said west right of way line, for a distance of 1440.85 feet; thence run N 89° 25' 52" W, for a distance of 25.00 feet to a point on the north right of way line of SW 13th Street (right of way 100.00 feet wide); thence continue running along said north right of way line, for a distance of 2315.52 feet to the point of curvature of a tangent curve, concave to the south, and having for it's elements: a radius of 1050.00 feet, a central angle of 20° 50' 47", a chord distance of 379.93 feet, and a chord bearing of S 80° 08' 44" W; thence run westerly along said curve, for a distance of 382.03 feet to the POINT OF BEGINNING; thence continuing westerly along said curve and said northerly right of way line, a distance of 5.00 feet; thence run N 20° 24' 50" W, for a distance of 20.00 feet; thence run N 69° 35' 10" E, for a distance of 5.00 feet; thence run S 20° 24' 50" E, for a distance of 20.00 feet to the POINT OF BEGINNING; said described parcel containing 100.00 square feet, more or less.

FILE: 2000-037186
OR BOOK/PAGE: 2783/1149

Legal description for guy wire easement (d) at parcel 1 (north roads), SW 44th Ave. (Meadowbrook Farms)

COMMENCE at the northeast corner of section 22, township 15 south, range 21 east, in Marion County, Florida; thence run N 89° 56' 30" W, along the north boundary of said section, for a distance of 33.00 feet to a point on the west right of way line of SW 38th Avenue (right of way varies); thence run S 00° 34' 07" W, along the said west right of way line, for a distance of 1440.85 feet; thence run N 89° 25' 52" W, for a distance of 25.00 feet; to a point on the north right of way line of SW 13th Street (right of way 100.00 feet wide); thence continue N 89° 25' 53" W, along said north right of way line, for a distance of 2315.52 feet to the point of curvature of a tangent curve, concave to the south, and having for it's elements: a radius of 1050.00 feet, a central angle of 30° 38' 40", a chord distance of 554.92 feet, and a chord bearing of S 75° 14' 47" W; thence run westerly along said curve, for a distance of 561.59 feet; thence run S 59° 55' 27" W, for a distance of 68.44 feet to the POINT OF BEGINNING; thence continuing southwesterly along said northerly right of way line, for a distance of 5.00 feet; thence run N 30° 04' 33" W, for a distance of 20.00 feet; thence run N 59° 55' 27" E, for a distance of 5.00 feet; thence run S 30° 04' 33" E, for a distance of 20.00 feet to the POINT OF BEGINNING; said described parcel containing 100.00 square feet, more or less.

FILE: 2000-037186
OR BOOK/PAGE: 2783/1150

EXHIBIT "G"/CONTINUED

Legal description for guy wire easement (e) at parcel 1 (north roads), SW 44th Ave. (Meadowbrook Farms)

COMMENCE at the northeast corner of section 22, township 15 south, range 21 east, in Marion County, Florida; thence run N 89° 56' 30" W, along the north boundary of said section, for a distance of 33.00 feet to a point on the west right of way line of SW 38th Avenue (right of way varies); thence run S 00° 34' 07" W, along the said west right of way line, for a distance of 1540.85 feet; thence run N 89° 25' 53" W, for a distance of 25.00 fee to a point on the south right of way line of SW 13th Street (right of way 100.00 feet wide); thence continue N 89° 25' 53" W, along said south right of way line, for a distance of 2315.52 feet to the point of curvature of a tangent curve, concave to the south, and having for it's elements: a radius of 950.00 feet, a central angle of 30° 38' 40", a chord distance of 502.07 feet, and a chord bearing of S 75° 14' 47" W; thence run westerly along said curve, for a distance of 508.10 feet; thence run S 59° 55' 27" W, for a distance of 186.61 feet; thence run S 15° 53' 31" W, for a distance of 35.95 feet to the easterly right of way of SW 44th Avenue (100.00 feet wide) said point also being the point of curvature of a non-tangent curve, concave to the southwest, and having for it's elements: a radius of 1850.00 feet, a central angle of 07° 37' 21", and a chord of 245.94 feet bearing S 23° 56' 30" E; thence run southeasterly along said curve, for a distance of 246.12 feet to the end of the curve, said point being the POINT OF BEGINNING; thence run N 69° 56' 50" E, for a distance of 20.00 feet; thence run S 20° 03' 10" E, for a distance of 5.00 feet; thence run S 69° 56' 50" W, for a distance of 20.00 feet to the point of curvature of a non-tangent curve, concave to the west, and having for it's elements: a radius of 1850.00 feet, a central angle of 00° 09' 17", and a chord of 5.00 feet bearing N 20° 03' 10" W; thence run northerly along said curve, and aforementioned easterly right of way line of SW 44th Avenue, for a distance of 5.00 feet to the POINT OF BEGINNING; said described parcel containing 100.00 square feet, more or less.

FILE: 2000-037186
OR BOOK/PAGE: 2783/1151

Legal description for a guy wire easement (f) at parcel 1 (north roads), SW 44th Ave. (Meadowbrook Farms)

COMMENCE at the northeast corner of section 22, township 15 south, range 21 east, in Marion County, Florida; thence run N 89° 56' 30" W, along the north boundary of the said section, for a distance of 2646.48 feet, to the northeast corner of the northwest quarter of the said section 22; thence run N 89° 32' 55" W, along the north boundary of the northwest quarter of said section 22, for a distance of 1320.81 feet, to the west right of way line of SW 44th Avenue (100.00 feet wide); thence run S 00° 26' 34" W, along said west right of way line, for a distance of 181.75 feet to the point of curvature of a tangent curve, concave to the east, and having for it's elements: a radius of 1600.00 feet, a central angle of 13° 10' 39", a chord distance of 367.18 feet, and a chord bearing of S 06° 08' 46" E; thence run southerly along said curve, for a distance of 367.99 feet to the POINT OF BEGINNING; thence continuing southerly along said curve and aforementioned west right of way line, a distance of 5.00 feet; thence run S 77° 10' 32" W, for a distance of 35.00 feet; thence run N 12° 49' 28" W, for a distance of 5.00 feet; thence run N 77° 10' 32" E, for a distance of 35.00 feet to the POINT OF BEGINNING; said described parcel containing 175.00 square feet, more or less.

FILE: 2000-037186
OR BOOK/PAGE: 2783/1152

Legal description for a guy wire easement (g) at parcel 1 (north roads), SW 44th Ave. (Meadowbrook Farms)

COMMENCE at the northeast corner of section 22, township 15 south, range 21 east, in Marion County, Florida; thence run N 89° 56' 30" W, along the north boundary of the said section, for a distance of 2646.48 feet to the northeast corner of the northwest quarter of the said section 22; thence run N 89° 32' 55" W, along the north boundary of the northwest quarter of said section 22, for a distance of 1320.81 feet, to the west right of way line of SW 44th Avenue (100.00 feet wide); thence run S 00° 26' 34" W, along said west right of way line, for a distance of 181.75 feet to the point of curvature of a tangent curve, concave to the east, and having for it's elements: a radius of 1600.00 feet, a central angle of 22° 07' 48", a chord distance of 614.15 feet, and a chord bearing of S 10° 37' 20" E; thence run southerly along said curve, for a distance of 617.99 feet to the POINT OF BEGINNING; thence continuing southerly along said curve and aforementioned west right of way line, a distance of 5.00 feet; thence run S 68° 13' 23" W, for a distance of 35.00 feet; thence run N 21° 46' 37" W, for a distance of 5.00 feet; thence run N 68° 13' 23" E, for a distance of 35.00 feet to the POINT OF BEGINNING; said described parcel containing 175.00 square feet, more or less.

FILE: 2000-037186
OR BOOK/PAGE: 2783/1153

Legal description for a guy wire easement (h) at parcel 1 (north roads), SW 44th Ave. (Meadowbrook Farms)

COMMENCE at the northeast corner of section 22, township 15 south, range 21 east, in Marion County, Florida; thence run N 89° 56' 30" W, along the north boundary of the said section, for a distance of 2646.48 feet to the northeast corner of the northwest quarter of the said section 22; thence run N 89° 32' 55" W, along the north boundary of the northwest quarter of said section 22, for a distance of 1320.81 feet, to the west right of way line of SW 44th Avenue (100.00 feet wide); thence run S 00° 26' 34" W, along said west right of way line, for a distance of 181.75 feet to the point of curvature of a tangent curve, concave to the east, and having for it's elements: a radius of 1600.00 feet, a central angle of 31° 11' 24", a chord distance of 860.27 feet, and a chord bearing of S 15° 09' 08" E; thence run southerly along said curve, for a distance of 870.99 feet to the POINT OF BEGINNING; thence continuing southeasterly along said curve and aforementioned west right of way line, a distance of 5.00 feet; thence run S 59° 09' 48" W, for a distance of 35.00 feet; thence run N 30° 50' 12" W, for a distance of 5.00 feet; thence run N 59° 09' 48" E, for a distance of 35.00 feet to the POINT OF BEGINNING; said described parcel containing 175.00 square feet, more or less.

FILE: 2000-037186
OR BOOK/PAGE: 2783/1154

Legal description for a guy wire easement (i) at parcel 1 (north roads), SW 44th Ave. (Meadowbrook Farms)

COMMENCE at the northeast corner of section 22, township 15 south, range 21 east, in Marion County, Florida; thence run N 89° 56' 30" W, along the north boundary of the said section, for a distance of 2646.48 feet, to the northeast corner of the northwest quarter of the said section 22; thence run N 89° 32' 55" W along the north boundary of the northwest quarter of said section 22, for a distance of 1320.81 feet, to the west right of way line of SW 44th Avenue (100.00 feet wide); thence run S 00° 26' 34" W, along said west right of way line, for a distance of 181.75 feet to the point of curvature of a tangent curve, concave to the east, and having for it's elements: a radius of 1600.00 feet, a central angle of 40° 26' 33", a chord distance of 1106.07 feet, and a chord bearing of S 19° 46' 43" E; thence run southerly along said curve, for a distance of 1129.37 feet; thence run S 39° 59' 59" E, for a distance of 392.39 feet to the point of curvature of a tangent curve, concave to the southwest, and having for it's elements: a radius of 1750.00 feet, a central angle of 11° 28' 45", a chord distance of 350.03 feet, and a chord bearing of S 34° 15' 36" E; thence run southeasterly along said curve, for a distance of 350.61 feet to the POINT OF BEGINNING; thence continuing southeasterly along said curve and aforementioned west right of way line, a distance of 5.00 feet; thence run S 59° 55' 27" W, for a distance of 34.93 feet; thence run N 30° 04' 33" W, for a distance of 5.00 feet; thence run N 59° 55' 27" E, for a distance of 35.07 feet to the POINT OF BEGINNING; said described parcel containing 175.00 square feet, more or less.

FILE: 2000-037186
OR BOOK/PAGE: 2783/1155

Legal description for guy wire easement (a) at parcel 1b (south road), SW 44th Ave. (Meadowbrook Farms)

COMMENCE at the northeast corner of section 22, township 15 south, range 21 east, in Marion County, Florida; thence run N 89° 56' 30" W, along the north boundary of said section, for a distance of 33.00 feet, to a point on the west right of way line of SW 38th Avenue (right of way varies); thence run S 00° 34' 07" W, along said west right of way line, for a distance of 1540.85 feet; thence run N 89° 25' 53" W, for a distance of 25.00 feet to a point on the south right of way line of SW 13th Street (right of way 100.00 feet-wide); thence continue N 89° 25' 53" W along said line, for a distance of 2315.52 feet to the point of curvature of a tangent curve, concave to the south, and having for it's elements: a radius of 950.00 feet, a central angle of 30° 38' 40", a chord distance of 502.07 feet, and a chord bearing of S 75° 14' 47" W; thence run westerly along said curve, for a distance of 508.10 feet; thence run S 59° 55' 27" W, for a distance of 186.61 feet; thence run S 15° 53' 31" W, for a distance of 35.95 feet to the easterly right of way of SW 44th Avenue (100.00 feet wide), said point also being the point of curvature of a non-tangent curve, concave to the west, and having for it's elements: a radius of 1850.00 feet, a central angle of 15° 18' 12", and a chord of 492.66 feet bearing S 20° 06' 04" E; thence run southerly along said curve, for a distance of 494.12 feet to the end of the curve, said point being the POINT OF BEGINNING; thence, departing the said easterly right of way line, run N 77° 37' 41" E, for a distance of 20.00 feet; thence run S 12° 22' 19" E, for a distance of 5.00 feet; thence run S 77° 37' 40" W, for a distance of 20.00 feet to the aforementioned easterly right of way line of SW 44th Avenue, said point also being the point of curvature of a non-tangent curve, concave to the west, and having for it's elements: a radius of 1850.00 feet, a central angle of 00° 09' 17", and a chord of 5.00 feet bearing N 12° 22' 20" W; thence run northerly along said curve, and said easterly right of way, for a distance of 5.00 feet to the POINT OF BEGINNING; said described parcel containing 100.00 square feet, more or less.

FILE: 2000-037186
OR BOOK/PAGE: 2783/1156

EXHIBIT "G"/CONTINUED

Legal description for guy wire easement (b) at parcel 1b (south road), SW 44th Ave. (Meadowbrook Farms)

COMMENCE at the northeast corner of section 22, township 15 south, range 21 east, in Marion County, Florida; thence run N 89° 56' 30" W, along the north boundary of said section, for a distance of 33.00 feet, to a point on the west right of way line of SW 38th Avenue (right of way varies); thence run S 00° 34' 07" W, for a distance of 1540.85 feet; thence run N 89° 25' 53" W, for a distance of 25.00 feet to a point on the south right of way line of SW 13th Street (right of way 100.00 feet wide, thence continue N 89° 25' 53" W, along said south right of way line, for a distance of 2315.52 feet to the point of curvature of a tangent curve, concave to the south, and having for it's elements: a radius of 950.00 feet, a central angle of 30° 38' 40", a chord distance of 502.07 feet, and a chord bearing of S 75° 14' 47" W; thence run westerly along said curve, for a distance of 508.10 feet; thence run S 59° 55' 27" W, for a distance of 186.61 feet; thence run S 15° 53' 31" W, for a distance of 35.95 feet to the easterly right of way of SW 44th Avenue (100.00 feet wide), said point also being the point of curvature of a non-tangent curve, concave to the west, and having for it's elements: a radius of 1850.00 feet, a central angle of 22° 59' 03", and a chord of 737.16 feet bearing S 16° 15' 39" E; thence run southerly along said curve, for a distance of 742.12 feet to the end of the curve, said point being the POINT OF BEGINNING; thence, departing the said easterly right of way line, run N 85° 18' 31" E, for a distance of 20.00 feet; thence run S 04° 41' 29" E, for a distance of 5.00 feet; thence run S 85° 18' 31" W, for a distance of 20.00 feet to the aforementioned easterly right of way line of SW 44th Avenue, said point also being the point of curvature of a non-tangent curve, concave to the west, and having for it's elements: a radius of 1850.00 feet, a central angle of 00° 09' 17", and a chord of 5.00 feet bearing N 04° 41' 29" W; thence run northerly along said curve, and said easterly right of way, for a distance of 5.00 feet to the POINT OF BEGINNING; said described parcel containing 100.00 square feet, more or less.

FILE: 2000-037186
OR BOOK/PAGE: 2783/1157

79- 17779

EASEMENT

O.R. BOOK 986 PAGE 774

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, for and in consideration of the sum of One Dollar, to them in hand paid by the CITY OF OCALA, a municipal corporation under the laws of the State of Florida, receipt whereof is hereby acknowledged, do hereby convey and grant to the CITY OF OCALA the privilege and easement to construct (an electric transmission and distribution line, either or both, over, under, and across) (Water line under and across) the following described land in Marion County, Florida, to-wit:

E ½ of N ½ of S ½ & W ½ of
NE ¼ of SW ¼ & NE ¼ of NE ¼ of SW ¼ & S ½ of SE ¼ of NE ¼ of SW ¼
EX RD R/Way Section 22 Township 15S, Range 21E.

115.00 Acres more or less

"Said easement to be fifteen (15) feet in width, on, over, under and across the centerline of the completed electrical construction."

MARION COUNTY 134140 FLORIDA DEPT. OF REVENUE JUL 30 '79 P.S. 11023 DOCUMENTARY SURTAX ≡00.55

and to place such poles and attachments thereto, water mains and pipes under, across and on, said land as may be necessary in the construction of said line, including the right to trim, cut and keep clear of said line all trees within the easement and those trees and limbs on grantor's property outside of the easement which may endanger the same, with the right to go upon said land from time to time as may be necessary to construct, reconstruct, maintain, and repair said line. No trees or shrubbery shall be planted in, or permanent structures placed or installed on said easement without the prior consent of the CITY OF OCALA.

The undersigned hereby convenant and warrant that they own the said land and have the right to grant this easement.

In WITNESS WHEREOF, The undersigned grantors have hereunto set their hands and seals this 10th day of May, 1979.

Signed, sealed and delivered
in our presence as witnesses:

Helen J. Gardner (SEAL)

Meadowbrook Farms, Inc. (SEAL)

FILED
1979 JUL 30 AM 11:27

STATE OF FLORIDA:
COUNTY OF MARION:

Before me, the undersigned authority, personally came and appeared

Helen J. Gardner, Secretary-Treasurer

to me well known as the individuals named in and who executed the foregoing instrument, and who acknowledged to me that they executed the same for the uses and purposes set forth and expressed.

WITNESS my hand and official seal this 10th day of May, 1979.

MARION COUNTY 182677 STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE P.S. 31009 JUL 30 '79 ≡00.30

Notary Public - State of Florida

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires March 26, 1980
Bonded by American Fire & Casualty Co.

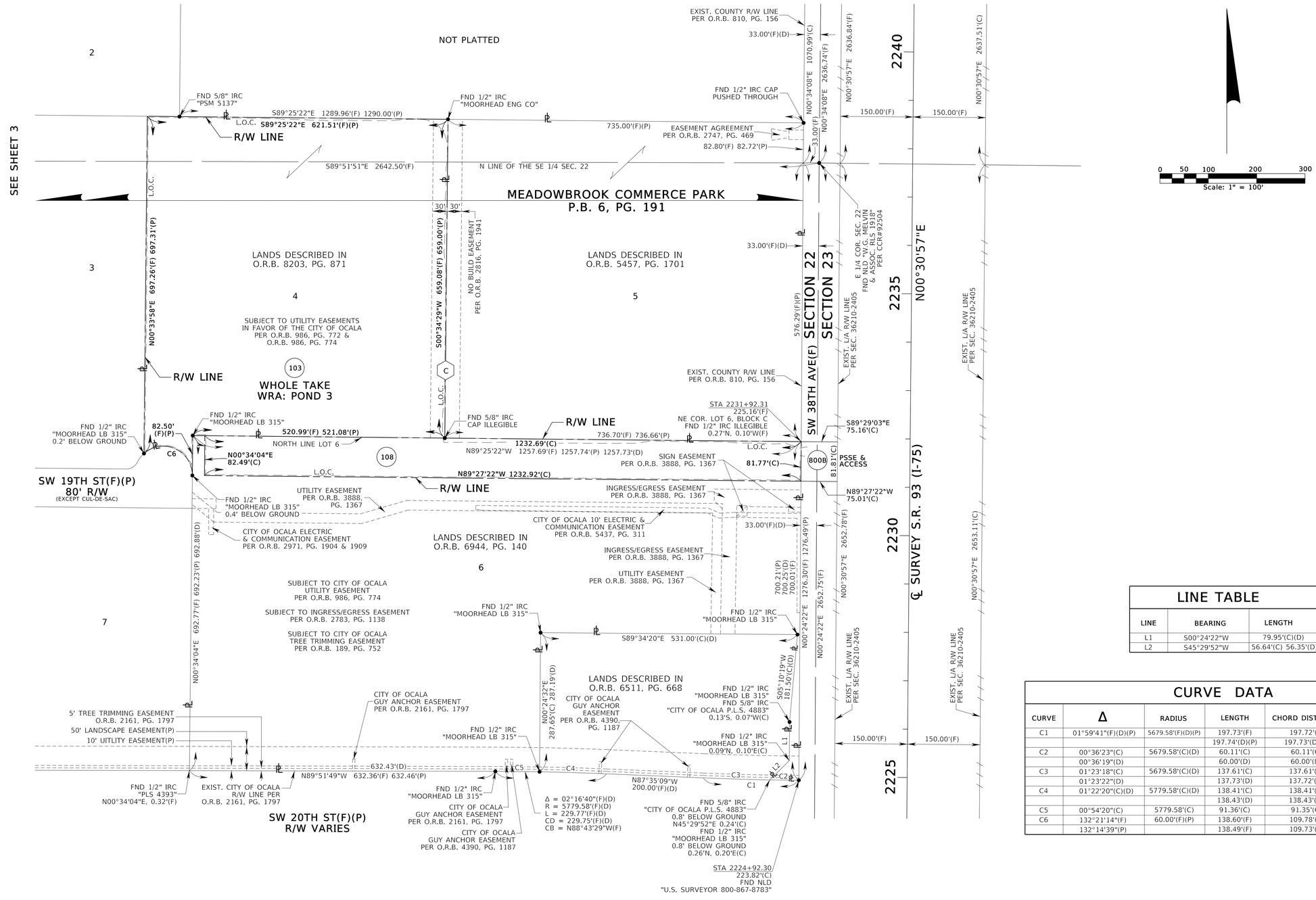
This instrument prepared by

K. A. Morgan - Elec Engr Dept

P.O. Box 1270, Ocala, Florida 32670
Form ES-6 - Rev. 9-26-74

Filed and recorded 7-30-79 in O.R. Book 986 Page 774
Record Verified. Frances E. Thigpin, Clerk of Circuit Court, Marion Co. Fla.
By _____ D.C.

PARCEL NO.	SHEET NO.	NAME	AREA TAKEN	REMAINDERS		COMMENTS
				LEFT	RIGHT	
103	P3	BERNMAX OC, LLC, A FLORIDA LIMITED LIABILITY COMPANY	9.477 AC	N/A	N/A	FEE SIMPLE - WHOLE TAKE
108	P3	FLOCA101 GOOD 1900 SOUTHWEST 38TH AVENUE, LLC, A DELAWARE LIMITED LIABILITY COMPANY	2.324 AC	14.166 AC	N/A	FEE SIMPLE
800B	P3	MARION COUNTY	6,141 SQ FT	N/A	N/A	PERPETUAL STORM SEWER AND ACCESS EASEMENT



LINE TABLE

LINE	BEARING	LENGTH
L1	S00°24'22"W	79.95'(C)(D)
L2	S45°29'52"W	56.64'(C) 56.35'(D)

CURVE DATA

CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
C1	01°59'41"(F)(D)(P)	5679.58'(F)(D)(P)	197.73'(F)	197.72'(F)	N88°35'00"W
			197.74'(D)(P)	197.73'(D)(P)	
C2	00°36'23"(C)	5679.58'(C)(D)	60.11'(C)	60.11'(C)	N89°16'38"W
	00°36'19"(D)		60.00'(D)	60.00'(D)	
C3	01°23'18"(C)	5679.58'(C)(D)	137.61'(C)	137.61'(C)	N88°16'48"W
	01°23'22"(D)		137.73'(D)	137.72'(D)	
C4	01°22'20"(C)(D)	5779.58'(C)(D)	138.41'(C)	138.41'(C)	N88°16'19"W
			138.43'(D)	138.43'(D)	
C5	00°54'20"(C)	5779.58'(C)	91.36'(C)	91.35'(C)	N89°24'39"W
C6	132°21'14"(F)	60.00'(F)(P)	138.60'(F)	109.78'(F)	N65°36'33"W
	132°14'39"(P)		138.49'(F)	109.73'(P)	

TOWNSHIP 15 SOUTH, RANGE 21 EAST

THIS MAP IS NOT A SURVEY

SEE SHEET 1 FOR GENERAL NOTES AND LEGEND

S.R. 93 (I-75) FROM S.R. 200 TO NORTH OF S.R. 326

RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

APPROVED BY DATE
FOR DISTRICT SECRETARY

REVISION	BY	DATE	REVISION	BY	DATE

	BY	DATE
PRELIM	B.J.P.	08/22/2024
FINAL		
CHECKED	B.J.P.	10/01/2024

FED. PROJ. SECTION 36210

STATE ROAD NO. 93 (I-75) MARION COUNTY

MAPS PREPARED BY: DRMP, INC. 941 LAKE BALDWIN LANE ORLANDO, FL. 32814

DATA SOURCE: SEE GENERAL NOTES SHEET 1

SCALE: 1" = 100'

F.P. NO. 443624-1 & 452074-1 SHEET P3

Aerial View Parcel 108.02 #23325-003-06

File #: RES-2026-38 Agenda Item #: 6h.

Submitted By: Tracy Taylor

Presentation By: Tracy Taylor

Department: Growth Management

FORMAL TITLE:
Resolution 2026-38 to adopt the Agreement for Subordination of Utility Interests to the Florida Department of Transportation that encumbers parcel 2380-000-001

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The subordination is in support of the Florida Department of Transportation's (FDOT) Interstate 75 (I-75) expansion project. FDOT will cover all expenses related to locating, protecting, adjusting, or removing City facilities if necessary.

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Easement	01/28/93	Larry M. Wood, Trustee	City of Ocala	1907/1714

FINDINGS AND CONCLUSIONS:
Staff requests the approval of an Agreement for Subordination of utility interests for electric easements that encumber parcel 2380-000-001. Staff has reviewed and accepted the subordination, subject to City Council's approval.

Staff recommends approval.

FISCAL IMPACT:
None

PROCUREMENT REVIEW:

N/A

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

RESOLUTION 2026-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA AUTHORIZING EXECUTION OF A SUBORDINATION OF UTILITIES AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION CONCERNING PROPERTY COMMONLY KNOWN AS FDOT PARCEL 801.02; DIRECTING THAT THE SIGNED RESOLUTION AND AGREEMENT BE FORWARDED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 93 (I-75), Section No. 36210, F.P. No. 452074-1, FDOT Parcel ID 801.02 in Marion County, Florida; and

WHEREAS, it is necessary that certain easement rights presently owned by the City of Ocala, Florida, be subordinate to the rights of the State of Florida Department of Transportation; and

WHEREAS, said subordination is for transportation purposes which are in the public or community interest, is for the public welfare, and in the best interests of the City of Ocala; and

WHEREAS, the State of Florida Department of Transportation has made application to the City of Ocala to execute and deliver to the State of Florida Department of Transportation an Agreement for Subordination of Utility Interests in favor of the State of Florida Department of Transportation, and said request has been duly considered.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session duly assembled as follows:

Section 1. Adoption and Incorporation of Recitals.

The City Council of the City of Ocala, Florida adopts the above-outlined recitals and incorporates them herein as part and parcel of this resolution.

Section 2. Purpose and Authority for Resolution.

This resolution is adopted for the purpose of authorizing execution of the above-described Agreement for Subordination of Utility Interests and subsequent amendments thereto with the State of Florida Department of Transportation and is adopted pursuant to the authority granted by Chapters 166, 334, and 335, Florida Statutes.

Section 3. Designation of Signatory.

The City Council of the City of Ocala, Florida hereby designates the President of the City Council as the official who is authorized to sign the Agreement for Subordination of Utility Interests and subsequent amendments thereto with the State of Florida Department of Transportation.

Section 4. Direction to Staff.

A certified copy of this Resolution shall be forwarded to the State of Florida Department of Transportation at 719 South Woodland Blvd., Deland, Florida, 32720-6834 along with the executed Agreement for Subordination of Utility Interests.

Section 5. Effective Date of Resolution.

This resolution shall become effective immediately upon adoption.

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

This Instrument Prepared By/Return to:
Jared R. Gainey, Assistant City Attorney
City Attorney's Office
City of Ocala
110 SE Watula Avenue
Ocala, Florida 34470

Project: FDOT Subordination Agreement
Property Appraiser's Parcel ID No.: 2380-000-001

Rec.

FDOT PARCEL NO.	801.02
SECTION	36210
F.P. NO.	443624-1 452074-1
STATE ROAD	93 (I-75)
COUNTY	MARION

AGREEMENT FOR SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the CITY OF OCALA, a Florida municipal corporation ("City"), and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT").

WHEREAS:

A. The City presently has interests in certain lands that have been determined necessary for a transportation facility; and

B. The proposed use of the subject real property for a transportation facility requires subordination of the City's interest to the FDOT; and

C. The FDOT is willing to pay to have the City's facilities located, protected, adjusted, relocated, or removed if necessary, to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the public welfare, mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Subordination of Utility / Easement Interests. City hereby subordinates to the interest of FDOT, its successors, or assigns, any and all interest the City has in the real property ("Property") described in the attached **Exhibit A**

1.1 The interests of the City being subordinated hereby include the interests created by the following instruments:

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Easement	01/28/93	Larry M. Wood, Trustee	City of Ocala	1907/1714

2. The City shall retain all rights under the instruments identified above, provided, however, that the City's exercise of those rights shall be in accordance with the FDOT's standards as set forth in the FDOT's then-current Utility Accommodation Manual, and subject to the following provisions:

2.1 The FDOT may require, for any present or future transportation facility project, that any City facilities be located, protected, adjusted, relocated, or removed as the FDOT determines is necessary (including the timing of any of such activities) to accommodate the transportation facility project. In the event that any such work is required by the FDOT, the FDOT hereby agrees to pay all costs of such work, including, but not limited to, all costs, including any landowner condemnation attorney fees and other condemnation costs, if necessary, of acquiring easements comparable to the easements being subordinated herein, which may require additional easement area necessary to provide for sufficient clearance for aerial facilities and vegetation management zones. The work performed pursuant to this section 2.1 shall comply with the City's Design and Construction Standards for Electric Utility Facilities and the National Electrical Safety Code (ANSI Standard C2). Payment of the above shall not include any betterment[1] to the City. In the event that a condemnation action is necessary to acquire a substitute easement, the FDOT will file such action for the use and benefit of the City. And the FDOT shall have full authority over the proceedings.

2.2 Any new construction or relocation of City facilities within the lands will be subject to prior approval by the FDOT, which shall not be unreasonably withheld. Should the FDOT fail to approve any new construction or relocation of facilities by the City or require the City to locate, protect, adjust, relocate or remove its facilities located within said lands, the FDOT hereby agrees to pay the all costs of such work, including, but not limited to, all costs, including any landowner condemnation attorney fees and other condemnation costs, if necessary, of acquiring easements comparable to the easements being subordinated herein. Payment of said costs shall not include any betterment to the City. In the event that a condemnation action is necessary to acquire a substitute easement, the FDOT will file such action for the use and benefit of the City and the FDOT shall have full authority over the proceedings.

2.3 The FDOT acknowledges that the City is entitled to advanced review of the proposed construction of any other utilities within the lands described herein and that such utilities are required to obtain an FDOT permit which states that the new utility may not interfere with any existing utilities or with the City's rights set forth in the above referenced easements.

3. The terms of this Subordination Agreement shall supersede any contrary provisions within any utility permit issued to the City within the area of the lands described.

[1] "Betterment" is defined as any upgrading of facilities being relocated that is not attributable to the highway construction and is made solely for the benefit of and at the election of the City.

4. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 2 above, including the right to trim such trees, brush, and growth which might endanger or interfere with the City's facilities, provided that such rights do not interfere with the operation and safety of the FDOT's facilities.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the FDOT has caused these presents to be executed by its duly authorized officer this _____ day of _____, _____.

Signed, sealed and delivered
in the presence of witnesses:

_____
SIGNATURE LINE
PRINT/TYPE NAME: _____
ADDRESS:
_____

_____

_____
SIGNATURE LINE
PRINT/TYPE NAME: _____
ADDRESS:
_____

_____

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By: _____

_____
District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Legal Review

By: _____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, _____, by _____, District Director of Transportation Development for District Five of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, on behalf of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION.

_____
Notary Public, State of _____
Name: _____
(Please print or type)

Commission Number:
Commission Expires:

Notary: Check one of the following:
____ Personally known OR
____ Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: _____

IN WITNESS WHEREOF, the City of Ocala, Florida has caused these presents to be executed by its duly authorized officer this _____ day of _____, _____.

CITY OF OCALA, FLORIDA,
A Florida municipal corporation

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

_____
Witness 1 Signature

Angel B. Jacobs
Witness 1 Printed Name

Witness 1 Address:
110 S.E. Watula Avenue
Ocala, Florida 34471

_____
Witness 2 Signature

William E. Sexton
Witness 2 Printed Name

Witness 2 Address:
110 S.E. Watula Avenue
Ocala, Florida 34471

ATTEST:

_____
By Angel B. Jacobs, City Clerk

APPROVED AS TO FORM/LEGALITY

_____
By William E. Sexton, City Attorney

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____ 20_____, by Ire J. Bethea, Sr., as President of the City Council of the City of Ocala, Florida, a Florida municipal corporation, who is personally known to me, for and on behalf of the City of Ocala, Florida.

_____
NOTARY PUBLIC

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EXHIBIT A
LEGAL DESCRIPTION - PROPERTY

Parcel No. 801 **SECTION 36210**
Perpetual Storm Sewer & Access Easement **FP 443624-1 & 452074-1**

That portion of:

THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.

Being a portion of the lands described in Official Records Book 6449, Page 877 of the Public Records of Marion County, Florida.

Described as follows:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, SAID POINT BEING A FOUND 8" OCTAGONAL CONCRETE MONUMENT WITH A 3.5" BRASS DISK STAMPED "MARION COUNTY SECTION SURVEY 1947 21 22 27 28" AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 36210, FINANCIAL PROJECT NUMBER 443624-1 & 452074-1; THENCE SOUTH 89°45'12" EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 2633.49 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 27; THENCE SOUTH 89°52'04" EAST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 661.82 FEET TO THE NORTHWEST CORNER OF PARCEL 2 OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7482, PAGE 1681 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°23'30" WEST ALONG THE WEST LINE OF SAID PARCEL 2, A DISTANCE OF 413.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°23'30" WEST ALONG SAID WEST LINE, A DISTANCE OF 248.87 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE SOUTH 89°52'15" EAST ALONG THE SOUTH LINE OF SAID PARCEL 2, A DISTANCE OF 1954.70 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2, SAID POINT BEING ON THE EXISTING WEST RIGHT OF WAY LINE OF SOUTHWEST 38TH AVENUE PER SAID RIGHT OF WAY MAP; THENCE SOUTH 00°21'34" WEST ALONG SAID WEST RIGHT OF WAY LINE AND THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6449, PAGE 877 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, A DISTANCE OF 140.00 FEET TO A POINT THAT IS 140.00 FEET SOUTH OF AND PERPENDICULAR TO SAID SOUTH LINE OF PARCEL 2; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE AND SAID EAST LINE, NORTH 89°52'15" WEST ALONG A LINE 140.00 FEET SOUTH OF AND PARALLEL TO SAID SOUTH LINE OF PARCEL 2, A DISTANCE OF 2089.78 FEET; THENCE NORTH 00°23'30" EAST ALONG A LINE THAT IS 135.00 FEET WEST OF AND PARALLEL TO SAID WEST LINE OF PARCEL 2, A DISTANCE OF 388.87 FEET; THENCE SOUTH 89°52'04" EAST, A DISTANCE OF 135.00 FEET TO THE POINT OF BEGINNING.

Containing 7.488 acres, more or less.

RESOLUTION 20__ - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA AUTHORIZING EXECUTION OF A SUBORDINATION OF UTILITIES AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION CONCERNING PROPERTY COMMONLY KNOWN AS FDOT PARCEL 801.02; DIRECTING THAT THE SIGNED RESOLUTION AND AGREEMENT BE FORWARDED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 93 (I-75), Section No. 36210, F.P. No. 452074-1, FDOT Parcel ID 801.02 in Marion County, Florida; and

WHEREAS, it is necessary that certain easement rights presently owned by the City of Ocala, Florida, be subordinate to the rights of the State of Florida Department of Transportation; and

WHEREAS, said subordination is for transportation purposes which are in the public or community interest, is for the public welfare, and in the best interests of the City of Ocala; and

WHEREAS, the State of Florida Department of Transportation has made application to the City of Ocala to execute and deliver to the State of Florida Department of Transportation an *Agreement for Subordination of Utility Interests* in favor of the State of Florida Department of Transportation, and said request has been duly considered.

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Ocala, Florida as follows:

Section 1. Adoption and Incorporation of Recitals.

The City Council of the City of Ocala, Florida adopts the above-outlined recitals and incorporates them herein as part and parcel of this resolution.

Section 2. Purpose and Authority for Resolution.

This resolution is adopted for the purpose of authorizing execution of the above-described *Agreement for Subordination of Utility Interests* and subsequent amendments thereto with the State of Florida Department of Transportation and is adopted pursuant to the authority granted by Chapters 166, 334, and 335, *Florida Statutes*.

Section 3. Designation of Signatory.

The City Council of the City of Ocala, Florida hereby designates the President of the City Council as the official who is authorized to sign the *Agreement for Subordination of Utility Interests* and subsequent amendments thereto with the State of Florida Department of Transportation.

Section 4. Direction to Staff.

A certified copy of this Resolution shall be forwarded to the State of Florida Department of Transportation at 719 South Woodland Blvd., Deland, Florida, 32720-6834 along with the executed *Agreement for Subordination of Utility Interests*.

Section 5. Effective Date of Resolution.

This resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED, with a quorum present and voting, by the City Council of the City of Ocala, Florida this _____ day of _____ 20_____.

CITY OF OCALA, FLORIDA,
a political subdivision of the State of Florida

_____

By: IRE J. BETHEA, SR., as
City Council President

ATTEST:

_____

By: ANGEL B. JACOBS, City Clerk

APPROVED AS TO FORM / LEGALITY:

_____

By: WILLIAM E. SEXTON, City Attorney

15.00-R

CITY OF OCALA
CITY OF OCALA
BELINDA JACK
RECORD AND RETURN TO

EEEAS921/EASE93

Sharon B. Rogers
BY: B. Jack D.C.

RECORDED & RECORD VERIFIED
MARION COUNTY, FL

93-016774

93 MAR 12 AM 11:03

BK1907PG1714

(Individual)

THIS EASEMENT, Made this day between (PRINT) 1) LARRY M. WOOD TRUSTEE their heirs, successors and assigns (*GRANTOR*), and the City OF OCALA, a municipal corporation, under the laws of the State of Florida, its successors, lessees and assigns (*GRANTEE*):

WITNESSETH, That, for and in consideration of the mutual benefits, covenants and conditions herein contained, GRANTOR grants and conveys to GRANTEE an easement to install, operate and maintain in perpetuity or until the use thereof is abandoned, such facilities as may be necessary or desirable for providing electric energy and service and communication services: said facilities being located in the following

described *Easement Area* within GRANTOR'S premises in MARION County, Florida, to wit:
SEC. 2) 27 , TWP 3) 15 , RNG 4) 21 . Any addendums attached to this agreement shall be limited to legal descriptions, surveys or drawings unless prior approval has been received from the City of Ocala.
Parcel ID # 5) 2380-000-001
LEGAL DESCRIPTION:
6) N 1175 FT OF N.E. 1/4 EX E. 3/4 OF N 1/4 OF THE NE 1/4 & EX E 30 FT FOR ROAD EX THAT PART LYING WITHIN MAGNOLIA GARDEN ESTATES K-37

Easement to be 7) 10 feet in width and the length and direction to be defined by City of Ocala Work Order # 8) EUZ-088, C3398

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities: (b) the right for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities: (c) the right for GRANTEE to clear the Easement Area of trees, limbs undergrowth and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities: (d) the right for GRANTEE to trim or remove any timber adjacent to but outside the Easement Area which, in the opinion of Grantee, endangers or interferes with the safe and efficient installation, operation or maintenance of said facilities: (e) the reasonable right for GRANTEE to enter upon lands of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted: and (f) all other right and privileges reasonably necessary or convenient for GRANTEE'S safe and efficient installation, operation and maintenance of said facilities and for the enjoyment and use of said easement for the purposes described above.

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GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If fences are installed, they shall be placed so as to allow ready access to GRANTEE'S facilities and provide a working space of not less than six feet (6') on the opening side and one foot (1') on the other three sides of any pad mounted transformer. If GRANTOR'S future orderly development of the premises is in physical conflict with GRANTEE'S facilities, GRANTEE

shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon Easement Area in GRANTOR'S premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation.

GRANTOR covenants not to interfere with GRANTEE'S facilities within the Easement Area in Grantor's premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property, resulting from interference with GRANTEE'S facilities by GRANTOR or by GRANTOR'S agents or employees.

GRANTOR hereby warrants and covenants (a) that GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE, and (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the GRANTOR'S hands and seals have been hereunto affixed this 9) 28 day of JANUARY, 19 93.

Any addendum's attached to this agreement shall be limited to legal descriptions, surveys or drawings unless prior approval has been received from the City of Ocala.

WITNESSES: MARTHA ROBERTS

10) Martha Roberts	(Signed)	14) Larry M. Wood (L.S.)
11) Debra L Carlton DEBRA L. CARLTON	(Printed)	15) LARRY M. WOOD, TRUSTEE (Grantor)
	ADDRESS:	16) 1111 NE 25TH AVENUE, SUITE 101 OCALA, FL 32470 904-732-3858
12)	(Signed)	17) (L.S.)
13)	(Printed)	18) (Grantor)
	ADDRESS:	19)

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STATE OF 20) Florida)
)ss.
COUNTY OF 21) Marion)

The foregoing easement was acknowledged before me this 22) 28 day of January, 19 93, by 23) Larry M. Wood, Trustee (Name of person Acknowledging), who is personally known to me or who has produced 24) Florida Drivers License (type of identification) as identification and who did (~~did not~~) take an oath.

25) Joanne L Brisson — Signature of Person Taking Acknowledgment

26) Joanne L Brisson — Name of Acknowledger (Type, print/stamped)

Notary Public, State of Florida
My Commission Expires June 4, 1994
Bonded Thru Troy Fain - Insurance Inc.

27) _____ Title or Rank

28) _____ Serial Number (if Any)

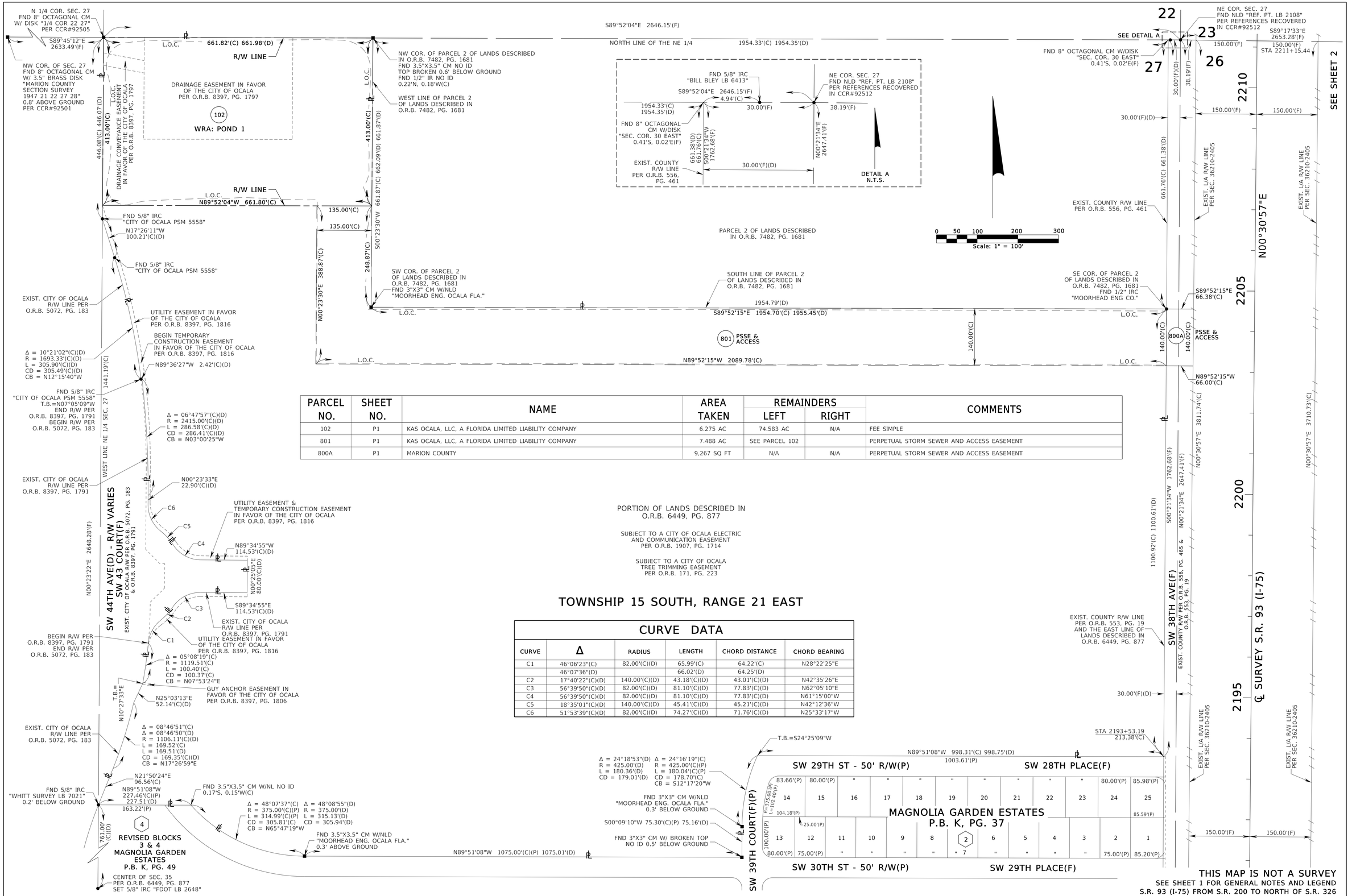
Technician: NAME: 29) Angela m Noble (Signed)

Prepared by: 30) Angela m Noble (Printed)
ADDRESS: P.O. BOX 1270
OCALA, FL 32678

RETURN TO: CITY OF OCALA ELECTRIC UTILITIES
ELECTRIC ENGINEERING DIVISION
P.O. BOX 1270
OCALA, FL. 32678

Revised 3/24/92

ACCEPTED BY CITY COUNCIL
on 9th day of February, 1993
By Deborah C. Billock
Senior Deputy City Clerk



PARCEL NO.	SHEET NO.	NAME	AREA TAKEN	REMAINDERS		COMMENTS
				LEFT	RIGHT	
102	P1	KAS OCALA, LLC, A FLORIDA LIMITED LIABILITY COMPANY	6.275 AC	74.583 AC	N/A	FEE SIMPLE
801	P1	KAS OCALA, LLC, A FLORIDA LIMITED LIABILITY COMPANY	7.488 AC	SEE PARCEL 102		PERPETUAL STORM SEWER AND ACCESS EASEMENT
800A	P1	MARION COUNTY	9,267 SQ FT	N/A	N/A	PERPETUAL STORM SEWER AND ACCESS EASEMENT

PORTION OF LANDS DESCRIBED IN O.R.B. 6449, PG. 877

SUBJECT TO A CITY OF OCALA ELECTRIC AND COMMUNICATION EASEMENT PER O.R.B. 1907, PG. 1714

SUBJECT TO A CITY OF OCALA TREE TRIMMING EASEMENT PER O.R.B. 171, PG. 223

TOWNSHIP 15 SOUTH, RANGE 21 EAST

CURVE DATA

CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
C1	46°06'23"(C)	82.00'(C)(D)	65.99'(C)	64.22'(C)	N28°22'25"E
	46°07'36"(D)		66.02'(D)	64.25'(D)	
C2	17°40'22"(C)(D)	140.00'(C)(D)	43.18'(C)(D)	43.01'(C)(D)	N42°35'26"E
C3	56°39'50"(C)(D)	82.00'(C)(D)	81.10'(C)(D)	77.83'(C)(D)	N62°05'10"E
C4	56°39'50"(C)(D)	82.00'(C)(D)	81.10'(C)(D)	77.83'(C)(D)	N61°15'00"W
C5	18°35'01"(C)(D)	140.00'(C)(D)	45.41'(C)(D)	45.21'(C)(D)	N42°12'36"W
C6	51°53'39"(C)(D)	82.00'(C)(D)	74.27'(C)(D)	71.76'(C)(D)	N25°33'17"W

THIS MAP IS NOT A SURVEY

SEE SHEET 1 FOR GENERAL NOTES AND LEGEND

S.R. 93 (I-75) FROM S.R. 200 TO NORTH OF S.R. 326

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	APPROVED BY / DATE — FOR DISTRICT SECRETARY

REVISION	BY	DATE	REVISION	BY	DATE

	BY	DATE
PRELIM	B.J.P.	08/22/2024
FINAL		
CHECKED	B.J.P.	10/01/2024

FED. PROJ. — SECTION 36210

STATE ROAD NO. 93 (I-75) — MARION COUNTY

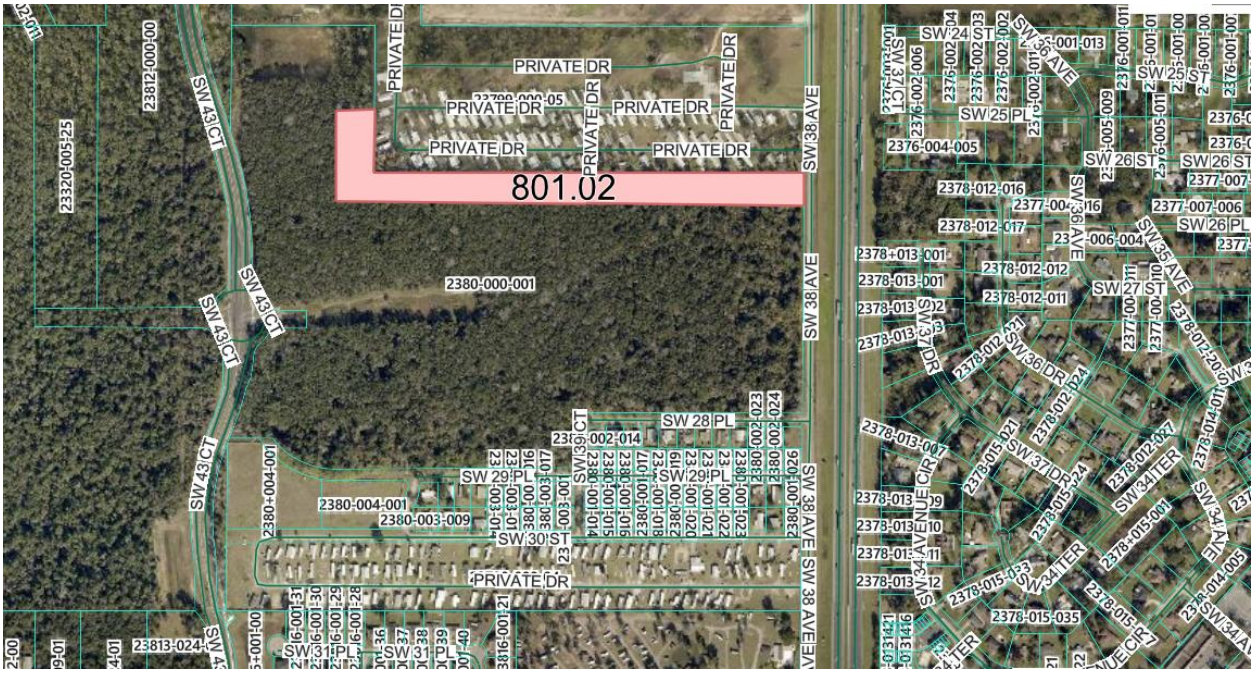
MAPS PREPARED BY: DRMP, INC. 941 LAKE BALDWIN LANE ORLANDO, FL. 32814

DATA SOURCE: SEE GENERAL NOTES SHEET 1

SCALE: 1" = 100'

F.P. NO. 443624-1 & 452074-1 — SHEET P1

Aerial View Parcel 801.02 #2380-000-001



File #: 2026-1430 Agenda Item #: 6i.

Submitted By: Matthew Grow

Presentation By: Matthew Grow

Department: Aviation

FORMAL TITLE:
Florida Department of Transportation Temporary Basecamp Lease at Ocala International Airport

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

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Florida Department of Transportation (FDOT) reached out to Airport Staff requesting property for use as a temporary basecamp to help the community rapidly recover from various disasters. Staff located approximately 12 acres with good road access and flat terrain that would meet FDOT's requirements.

The premises will be available and utilized by FDOT during a state of emergency declared by the Governor or the President for the limited purpose of establishing and operating base camp facilities. Base camp facilities include, without limitation, sleeping quarters, dining facilities, meeting rooms, communications equipment, latrines, showers, hand-washing stations, vehicle parking, and temporary storage of equipment, materials, and tools.

FINDINGS AND CONCLUSIONS:

- The property is adjacent to SW 67th Ave.
- A full complement of utilities is available at the property should FDOT require them.
- The area can only be used during declared states of emergency.
- The initial term is one year, followed by four mutually agreed-upon annual extensions.
- The Airport Board supports the use and location of the Airport property by FDOT.

FISCAL IMPACT:

None.

PROCUREMENT REVIEW:
This Agreement has been reviewed by the Procurement and Contracting Officer in compliance with City 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

LICENSE AGREEMENT
BY AND BETWEEN
CITY OF OCALA, BY AND THROUGH
OCALA INTERNATIONAL AIRPORT
AND
FLORIDA DEPARTMENT OF TRANSPORTATION

This LICENSE AGREEMENT ("Agreement") is executed and effective on _____ ("Effective Date"), by and between the City of Ocala, ("City"), and The Florida Department of Transportation, an executive agency of the State of Florida ("Licensee," and both City and Licensee together referred to as the "Parties")

RECITALS:

WHEREAS, the City owns and operates the Ocala International Airport, located in Marion County, Florida; and

WHEREAS, Licensee is desirous of utilizing a location at Ocala International Airport to support its emergency response team activities in the event Licensee needs to mobilize during a declared state of emergency; and

WHEREAS, the City is amenable to licensing a portion of land at Ocala International Airport to Licensee as defined herein and, inasmuch as Licensee is a public entity, this Agreement is exempt from competition pursuant to Section 2.05(A)(10) of City's Procurement Code;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, City and Licensee do hereby acknowledge the above recitals as true, and mutually undertake and agree to the following terms and conditions:

1. Premises: City hereby licenses to Licensee use of approximately 11.8 acres of land as depicted on the attached Exhibit A ("Premises"). Licensee shall have exclusive rights to a portion of the Premises when in use for staging, fueling and/or other base camps functions. City will deliver said Premises in "AS IS" condition and City grants no warranties or representations, express or implied, with regard to such.

2. Rights and Uses: The Premises will be available and utilized by Licensee into response to a state of emergency declared by the Governor or the President for the limited purpose of establishing and operating base camp facilities. Base camp facilities, include, without limitation, sleeping quarters, dining facilities, meeting rooms, communications equipment, latrines, showers, hand-washing stations, vehicle parking and temporary storage of equipment, materials and tools utilized by Licensee's employees and contractors. No other uses of the Premises are permitted unless agreed to in writing by the Parties prior to said use. City will not be liable for Licensee's use of the Premises, authorized or otherwise, nor will City be liable for the suitability of the Premises for Licensee's intended and/or contemplated use thereof.

3. Initial Term: The term of this Agreement ("Term") shall be for one (1) year, beginning on the Effective Date.

4. Renewal Options: The Term of this Agreement may be renewed for up to four (4) additional one (1) year periods (each an "Additional Term") upon mutual agreement of both Parties by giving written notice to the other party at least 90 days in advance of the expiration of the Initial Term or any Additional Term.

Notwithstanding the foregoing, the Term of this agreement, including Additional Terms, shall not exceed five (5) years without formal approval of City's Board.

All reports and other correspondence should be addressed as indicated in the Article hereof entitled, "Notices and Communications."

5. Notices and Communications: All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the addresses set forth below. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by email, in which case notice shall be deemed delivered upon receipt of confirmation of transmission of such email notice, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt.

To City:

Address for written notices:

Airport Director
1770 SW 60th Ave Suite 600,
Ocala, FL 34474

Copy to:

William E. Sexton Esq., City Attorney
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
E-mail: cityattorney@ocalafl.gov

Addresses for email notices:

mgrow@ocalafl.gov mabaker@ocalafl.gov

Using the subject line—Re: FDOT/Ocala International Airport and reason for the notice (e.g., emergency response, base camp mobilizing, request for improvements)

To Licensee:

Ronald J. Meade
District Emergency Management Coordinator
Florida Department of Transportation
719 S Woodland Blvd, Deland, FL 32720
ron.meade@dot.state.fl.us
andrew.jenkins@dot.state.fl.us

or to such other address as the addressee may designate in writing by notice to the other party delivered in accordance with the provisions of this Article.

6. Obligations of Licensee: Licensee shall:

A. Provide no less than 72-hour notice prior to occupying and using the Premises. In the event less than 72-hour notice is provided, Licensee must contact Airport Management for access accommodations.
B. Be responsible for maintaining the Premises and ensuring safe parking and storage conditions for its employees and subcontractors. Licensee, its employees, and subcontractors will abide by all security protocols and operating procedures directed by City.
C. Remove all vehicles, equipment, and materials upon termination of this Agreement or upon request from City.
D. Conduct its operation hereunder in a safe, orderly and proper manner, as to not disrupt other users and operations at the Airport,
E. Not commit any nuisance, waste, or damage to the Premises and shall not do or permit to be done anything that may result in the creation, commission, or maintenance of such nuisance, waste, it damage to the Premises.

Additionally, upon termination of this Agreement, City reserves the right to require the Licensee to return the Premises to its original condition, defined as the condition of the Premises prior to the use and occupancy by Licensee. including leveling and grading to ensure proper drainage, along with the application of grass seed or sod.

Upon termination or expiration of this Agreement, City reserves the right to remove and dispose of any and all vehicles, equipment, supplies, materials and/or other items abandoned by Licensee, at Licensee's expense, which expense will include but may not be limited to removal, clean-up and disposal fees and costs, as well as costs associated with the application of grass sod or seed. The City shall provide the Licensee with a minimum of ten (10) days prior written notice identifying what vehicles, equipment, supplies, materials and/or other items it deems abandoned arid indicating its intent to remove and dispose of the same.

7. Obligations of City: City will provide a designated means of access to the Premises and will not unreasonably interfere with Licensee's use and enjoyment of the Premises.

8. City's Rights: City will not be liable for, or required to make, any repairs or perform any maintenance upon the Premises. Notwithstanding the foregoing, any and all requests for maintenance upon the Premises by Licensee must have prior written approval from the City.

9. Leasehold Improvements: Notwithstanding any requirements or obligations contained herein, Licensee will make no alterations or improvements to the Premises without the prior written consent of the City. Any improvements or alterations made by Licensee and approved by the City, either to the Premises or within Airport, as required to support operations within the Premises. Any changes or additions to Licensee Improvements shall require further City review and approval.

10. Compliance With Laws, Regulations, Ordinances, Rules: Licensee will at all times comply with applicable federal, state, and local laws and regulations, Airport Rules and Regulations, and the City Leasehold Development Standards and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, City or Airport Management including but not limited to permitted and restricted activities, security matters, parking,

ingress and egress, environmental and storm water regulations, and any other operational matters related to the operation of the Airport. This will include but not be limited to Licensee precluding its employees, subcontractors, customers, or invitees from entering upon any restricted area of the Airport as noted in procedures, rules, or regulations of the federal, state, or local governments or the City.

11. Hold Harmless/Indemnification: Only to the extent permissible under applicable Florida Law, not to exceed the limitations of liability for tort actions set forth In §768.28, Florida Statutes, and subject to specific appropriation from the Legislature, Licensee will fully indemnify, defend, and hold City harmless from and against all claims or actions and all expenses incidental thereto based upon or arising out of the damages or injuries of every description whatsoever to persons or property due to the use by Licensee of the Premises under this Agreement excluding only the negligence or willful misconduct of City, its officers, agents, or employees. The undersigned on behalf of Licensee hereby waive any and all claims, causes of action, rights, or privileges it may have against the City resulting from the permitted use under this Agreement and access to the Premises excluding only the negligence or willful misconduct of the City, its officers, agents, or employees. The Parties are public entities existing under the laws of the State of Florida and are, therefore, protected by the provisions of Florida Statute 768.28 and related statutes. Any indemnification, attorneys' fees, or related obligations assigned hereunder are limited to the provisions of Florida Statute 768.28 and related statutes. Nothing in this Agreement will be deemed or otherwise interpreted as a waiver of either Party's sovereign immunity protections, or as increasing the limits of liability set forth in Florida Statute 768.28 and related statutes, as the same may be amended from time to time**.**

12. Compliance with Environmental Laws: Licensee will comply with all applicable Environmental Laws insofar as they relate to Licensee's operations at the Airport and Licensee accepts full responsibility and liability for such compliance.

13. Environmental Representations: The term "Hazardous Materials" will be defined to include any substance identified as "hazardous substances" in the Comprehensive Enforcement Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., as amended ("CERCLA") or identified as "hazardous waste" in the Resource Conservation and Recovery Act, 42 U.S. C. Section 6901 et seq., as amended ("RCRA") or other similar applicable federal or state laws and regulations (collectively, "Environmental Laws"), including but not limited to materials such as asbestos PCB's and urea-formaldehyde.

The term "Hazardous Waste" will be defined to include any substance identified as "hazardous waste" in 40 C.F.R. Parts 2260-265 and appendices, promulgated pursuant to the RCRA and Rule 62-730, Florida Administrative Code, as amended.

Notwithstanding any other provisions of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Licensee. Licensee hereby expressly warrants, guarantees, and represents to City, upon which City expressly relies that:

A. Licensee is knowledgeable of any and all federal, state, regional, and local governmental laws, ordinances, regulations, orders, and rules, without limitation, which govern or which in any way apply to the direct or indirect results and impacts to the environmental and natural resources due to, or in any way resulting from, the conduct by Licensee of its operations pursuant to or upon the Premises. Licensee will keep informed of future changes in environmental laws.

B. Licensee will comply with all applicable federal, state, regional, and local laws, regulations, and ordinances protecting the environmental and natural resources and all rules and regulations promulgated or adapted as some may from time to time be amended and accepts full responsibility

and liability for such compliance.

C. Licensee will, prior to commencement of any such operations pursuant to this License, secure any and all permits, and properly make all necessary notifications as may be required by any and all governmental agencies having jurisdiction over parties or the subject matter hereof.

D. Licensee, its employees, agents, contractors, and all persons working for, or on behalf of Licensee, have been fully and properly trained in the handling and storage of all such hazardous waste materials and other pollutants and contaminants; and such training complies with any and all applicable federal, state, and local laws, ordinances, regulations, rulings, orders, and standards which are now or are hereinafter promulgated.

E. Licensee will neither handle nor store any toxic waste or unsuitable materials on the Premises.

F. Licensee will provide City satisfactory documentary evidence of all such requisite legal permits and notifications as hereinabove required.

G. Licensee will cooperate with any investigation, audit, or inquiry by City or any governmental agency regarding possible violation of any environmental law or regulation.

14. Environmental Remediation: With regard to any contamination caused by Licensee or arising by reason of Licensee's use or occupancy of the Premises, Licensee will immediately take such action as is necessary to cleanup and remediate the Premises at its own expense in accordance with applicable Environmental Laws. The remediation must continue until the Governmental Authorities with jurisdiction have determined that no further action is necessary; it being understood and agreed that Licensee will be obligated to clean up and remediate the Premises to achieve such standards or clean up levels as are reasonably required by the City for properties at the Airport. If the City is unable to lease the Premises during the period of clean up and remediation due to the environmental condition or clean-up work being performed, in addition to any other damages, Licensee will pay to City lost rent and/or costs associated with lost use of the Premises.

15. Federal Storm Water Reputations: Licensee acknowledges that certain properties and uses of properties within the Airport or on City owned land are subject to federal storm water regulations as set forth in 40 CFR Part 122. Licensee will observe and abide by said regulations as applicable to the Premises thereof.

Licensee will participate in any City-organized task force or other work group established to coordinate storm water activities at the Airport. In addition, Licensee will participate in City's Environmental Compliance Program and is subject to and agrees to periodic inspections conducted by Airport staff to monitor the management, handling, storage, and disposal practices associated with any vehicle, substances, hazardous substances, or waste materials.

Licensee will be strictly liable for, and hereby expressly assumes all responsibility for all citations, fines, environmental controls and monitoring, clean-up and disposal, restoration and corrective measures to the extent resulting from the improper use, handling, storage, or disposal of all pollutants or contaminated materials, as same are defined by law, by Licensee or by Licensee's employees, invitees, suppliers, or service providers regardless of whether or not a default notice has been issued and notwithstanding any other obligations imposed upon Licensee pursuant to the terms of this Agreement.

16. Rights Reserved to City: Rights not specifically granted to Licensee by this Agreement are expressly and independently reserved to City. City expressly reserves the right to prevent any use of the described Premises which would interfere with or adversely affect the operation or maintenance of the Airport and City's tenants, or otherwise constitute an Airport or general hazard.

Signature Page Following

City and Licensee agree to the terms and conditions contained herein. Each of the Parties hereto agrees that it will execute and file or record such documents and instruments and perform such acts as any party may from time-to-time reasonably request of the other or as may be necessary to effectuate the intents and purposes of this Agreement.

City of Ocala

Signature: _____

Printed Name: _____

Title: _____

Florida Department of Transportation

Signature: _____

Printed Name: Ronald J. Meade

Title: District Emergency Coordination Officer (DECO)

Approved as to form and legality:

Signature: _____

Printed Name: _____

Title: _____

Attestors for Licensee:

Signature: _____

Printed Name: _____

Title: FDOT District Five Legal Review

Attest:

Signature: _____

Printed Name: _____

Title: _____

2,600.00 ft
2,400.00 ft
2,200.00 ft
1,600.00 ft
1,400.00 ft
1,200.00 ft
2,892.47 ft
600.00 ft
800.00 ft
1,000.00 ft
SW 67th Ave
SW 67th Ave
SW 67th Ave
Measure distance
Click on the map to add to your path
Total area: 515,797.60 ft² (47,919.17 m²)
Total distance: 2,892.47 ft (881.62 m)

File #: 2026-1499 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 May 19, 2026

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Ocala
City Council
Minutes

Tuesday, May 19, 2026 **4:00 PM**

1. Call to Order

2. Roll Call

Present: Mayor Ben Marciano
Council Member Kristen M. Dreyer
Council Member James P. Hilty Sr
Council Member Barry Mansfield
Council President Ire J. Bethea Sr

Excused: Pro Tem Jay A. Musleh

2a. New Employees

- Brittany Grant, Customer Service Office
- Bonnie Lowery, Customer Service Office

3. Public Notice

- **Public Notice for the May 19, 2026 City Council Regular Meeting was posted on April 6, 2026**

4. Proclamations and Awards

4a. Presentation of the Mayor's Citizen Recognition Award to Pebbles Vance

Mayor Marciano presented the Mayor's Recognition Award to Pebbles Vance in recognition of her work with United Way and helping families regain independent living.

4b. Presentation of the National Public Works Week Proclamation to Darren Park, Director of Public Works

Mayor Marciano presented the National Public Works Week Proclamation to Public Works Director Darren Park.

4c. Service Award - Battalion Chief Steven Feagle - Ocala Fire Rescue - 25 Years of Service

Assistant City Manager Ken Whitehead presented Battalion Chief Steven Feagle with a Service Award recognizing his 25 years with Ocala Fire Rescue. Battalion Chief Feagle thanked everyone who has supported him during his journey, as well as his family for their dedication and sacrifice.

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: Kristen M. Dreyer
SECONDER: Barry Mansfield
AYE: Dreyer, Hilty Sr, Mansfield, and Bethea Sr
EXCUSED: Musleh

6a. Participation Agreement with American Public Power Association to develop and deploy cyber security defense for public power in the amount of $55,000

Presentation By: Christopher Ramos

6b. Agreement with Marion County Public Schools for the rental of buses for the City's summer programs in the amount of $1,200

Presentation By: John Spencer

6c. Public Transportation Grant Agreement extension for design of Taxiway C

Presentation By: Matthew Grow

6d. Public Transportation Grant Agreement extension for North Development Access Road project

Presentation By: Matthew Grow

6e. Resolution 2026-29 to amend a Public Transportation Grant Agreement to add scope for the relocation of the Florida Department of Transportation drainage retention area

Presentation By: Matthew Grow

6f. Assignment of ground lease from Londons Landholdings, LLC to Wing It Florida, LLC

Presentation By: Matthew Grow

6g. Assignment of ground lease from Gabriels Winghouse, LLC to Wing It Florida, LLC

Presentation By: Matthew Grow

6h. Award of the contract for rehabilitation of the Wiggington residence located at 123 SW 11th Avenue to Ulloa Management Group, LLC, for a total project cost not to exceed $53,994

Presentation By: James Haynes

6i. Budget Resolution 2026-141 to amend the Fiscal Year 2025-26 budget to appropriate funds from the Infrastructure Sales Surtax Reserve for engineering plans necessary for the Ocala Police Department Real Time Crime Center in the amount of $42,504

Presentation By: Michael Balken

6j. Engineering and audio-visual cabling for the Ocala Police Department's Real Time Crime Center in the amount of $42,504

Presentation By: Michael Balken

6k. Purchase of Micro Indoor Optical Network Terminals for Ocala Fiber Network from one vendor in an amount not to exceed $82,385

Presentation By: Mel Poole

6l. Appointment of Rita Masters to the Ocala Historic Preservation Advisory Board for an unexpired three-year term ending March 1, 2027

Presentation By: Angel Jacobs

6m. City Council meeting minutes

Presentation By: Angel Jacobs

6n. Edward Byrne Memorial Justice Assistance Grant from the Office of Justice Programs, Bureau of Justice Assistance, to reimburse overtime and operating expenditures related to community policing education and programs up to $36,883

Presentation By: Michael Balken

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 - June 2, 2026)

8a. Ordinance 2026-16 to rezone from B-2, Community Business, to M-1, Light Industrial, for property located in the 200 block of SW 27th Avenue (Parcel 22780-002-00), approximately 1.25 acres (Case ZON26-0001) (Quasi-Judicial)

Introduced By: James P. Hilty Sr

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

9a. Ordinance 2026-15 to establish the Mockingbird Ridge Community Development District generally located west of Interstate 75, southeast of Southwest College Road, north of SW 66th Street and south of SW 40th Street, approximately 169.31 acres (Case CDD26-0001) (Quasi-Judicial)

Presentation By: Endira Madraveren

Introduced By: Kristen M. Dreyer

Chief Planning Official Endira Madraveren presented the request to establish the Mockingbird Ridge Community Development District (CDD), which would finance and maintain public infrastructure including stormwater systems, retaining walls, underground utilities, landscaping, and conservation areas. She explained that the district would be required to submit a proposed budget, a public facilities report within one year, and provide annual updates. Staff found the petition accurate, consistent with the City's comprehensive plan, and appropriate in size and function. They also determined the CDD to be a viable and compatible service provider, confirmed proper advertising, and recommended approval.

There being no further discussion, the motion carried by roll call vote.

RESULT:	ADOPTED
MOVER:	Kristen M. Dreyer
SECONDER:	Barry Mansfield
AYE:	Dreyer, Hilty Sr, Mansfield, and Bethea Sr
EXCUSED:	Musleh

9b. Resolution 2026-30 to consider an amendment to the Planned Development Plan and Standards Book for property located at 5451 SW 66th Street (Parcel 2389-100-009), approximately 32.22 acres (Case PD25-0003) (Quasi-Judicial)

Presentation By: Endira Madraveren

Chief Planning Official Endira Madraveren presented a request to amend the Kenward at Heathbrook (formerly Keys at Ocala 2) PD, established in 2022. The amendment would change building types from duplexes to quadruplexes, allowing up to 146 units without increasing overall density, and reduce minimum lot width to 15 feet to allow fee-simple lots. Additional changes include revised internal layout and circulation, modified access with two points on Tartan Road and removal of access to SW 66th Street, and an increase in preserved open space from 41% to 53%. Staff found the amendment consistent with the existing PD, the Heathbrook DRI, and City code, with available utilities and no service issues identified. The Planning & Zoning Commission recommended denial due to proposed wetland reconfiguration, but staff maintains its recommendation of approval, noting minor clerical revisions since the P&Z review.

Thomas Burkhart, 6580 SW 51st Court, expressed concerns about traffic impacts from removing access to SW 66th Street, noting that directing all traffic to Tartan Road would create congestion and that SW 66th is better suited to handle the volume. He also urged conservation of wetlands, citing significant wildlife activity in the area, and objected to replacing cul-de-sacs with dead ends, stating it would detract from the established Heathbrook aesthetic.

Brian Hayes, 6560 SW 51st Court, presented visual materials comparing the currently approved plan with the proposed amendment. He stated that the existing plan better protects the wetlands and argued that building over wetland areas sacrifices a valuable natural resource without clear benefit to the City. He encouraged the Council to uphold the Planning and Zoning Commission's recommendation for denial and emphasized the importance of preserving environmental features.

Kelly Haynes, 6560 SW 51st Court, addressed the Council and affirmed the concerns raised by previous speakers. She highlighted the Planning and Zoning Commission's April 13 recommendation for denial due to wetland destruction and urged the Council to consider that an approved plan already exists that preserves major wetland areas. She expressed appreciation for the City's long-term vision but asked that environmental impacts be given significant weight.

Rob Batsel, 1531 SE 36 Ave, speaking on behalf of Eisenhower Property Group,

presented an updated plan for the 32-acre site previously approved as the Keys at Ocala II. The revised proposal maintains the same 146 units but replaces the former apartment layout with a townhome product featuring garages, driveways, fewer buildings, and substantially increased open space (from 41% to 53%). Mr. Batsel noted that the plan has been approved by the Heath Brook Architectural Committee and includes enhanced landscaping and buffering along the east boundary. Access remains on Tartan Road with an emergency-only secondary access. Two deviations are requested relating to block lengths and reducing berm width to 10 feet, which the applicant stated still meets safety needs. Regarding wetlands, Mr. Batsel acknowledged a 1.6-acre impact but emphasized that the highest-value wetlands are preserved and that the design improves drainage performance. The project is undergoing state-level environmental and stormwater review, including a formal wetland delineation and review by the Southwest Florida Water Management District.

Beau Clymer, Clymer Farner Barley, 2100 SE 17th St, Suite 202, explained that site grading, stormwater flows, and hydrology have been analyzed and meet regulatory requirements. Mr. Batsel concluded that the revised plan yields a better overall design with more open space, improved drainage, and minimized wetland impacts.

With no further discussion, the motion carried by role call vote.

RESULT:	ADOPTED
MOVER:	James P. Hilty Sr
SECONDER:	Barry Mansfield
AYE:	Dreyer, Mansfield, and Bethea Sr
NAY:	Hilty Sr
EXCUSED:	Musleh

9c. Resolution 2026-31 to consider an amendment to the Planned Development Plan and Standards Book for property located at 3610 NW First Loop (a portion of Parcel 22817-000-00), approximately 9.31 acres (Case PD20-0003) (Quasi-Judicial)

Presentation By: Endira Madraveren

Chief Planning Official Endira Madraveren explained that the applicant is requesting an amendment to the Saving Mercy Planned Development to increase total residential units from 144 to 200, consisting of 20 duplexes and 180 multifamily units. The amendment also proposes raising the maximum building height from 35 to 45 feet, revising the development layout into four phases, and incorporating minor nonsubstantial updates. Staff noted that the 9.31-acre site is already developed with duplex units, an administrative office, and multifamily units under construction. The proposed density remains within the Employment Center Future Land Use maximum of 24 units per acre, and no new code variations are requested. Staff found the amendment consistent with the comprehensive plan and PD standards, confirmed utilities are available, and reported no level-of-service issues. The Planning and Zoning Commission recommended approval, and staff also recommended approval with conditions.

Chuck Pigeon, Adore Group Inc. Engineering, stated he was available to answer questions and noted that phase two has experienced construction delays due to material supply issues. He also explained that increasing the height to 45 feet would allow a smaller building footprint, more open space, and better site design; although three stories may be partially visible, the building would be set farther from Silver Springs Boulevard.

Mayor Marciano spoke about the high quality product being built and expressed his excitement for the affordable housing project. Council Member Dreyer agreed with the Mayor's comments.

There being no furthr discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: Kristen M. Dreyer
SECONDER: Barry Mansfield
AYE: Dreyer, Hilty Sr, Mansfield, and Bethea Sr
EXCUSED: Musleh

9d. Resolution 2026-32 to consider an amendment to the 60th Avenue Parcels Planned Development Plan and Standards Book for property located at 3661 SW 60th Avenue and 5800 SW 31st Street (Parcel 23817-002-00 and 23817-002-02), approximately 61.4 acres (Case PD22-44929) (Quasi-Judicial)

Presentation By: Endira Madraveren

Chief Planning Official Endira Madraveren explained that the applicant is requesting amendments to the PD standards originally approved in March 2023. The changes include minor adjustments to the development layout, internal lot configurations, setbacks, roadway design, future rights-of-way, and the addition of internal setbacks applicable to both residential and commercial lots. The amendment also identifies residential signage locations and adds a definition allowing ancillary structures up to 35 feet within the 100-foot height-restricted buffer. The revisions do not alter the previously approved development maximums of 11.88 acres of commercial development and 750 residential units, and do not affect level-of-service findings or density allowances. Staff confirmed consistency with the adopted future land use and noted that sewer extension will be required, with all other utilities available. The Planning and Zoning Commission recommended approval, and staff likewise recommended approval with conditions.

There being no further discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: Barry Mansfield
SECONDER: Kristen M. Dreyer
AYE: Dreyer, Hilty Sr, Mansfield, and Bethea Sr
EXCUSED: Musleh

10. General Business

10a. Resolution 2026-33 to adopt the Ocala Safety Action Plan associated with supplemental planning studies for the Fiscal Year 2023 Safe Streets and Roads for All grant awarded by the U.S. Department of Transportation

Presentation By: Noel Cooper

Deputy City Engineer Noel Cooper reported explained that the City received a FY23 Safe Streets for All Supplemental Studies grant, including $104,000 in federal funding and a $26,000 City match for a total of $130,000. City Council previously approved the agreement for these studies, which include a citywide safety plan and speed-management plan. Public engagement efforts included two community meetings, a project website, an interactive comment map, an online survey, a stakeholder advisory group that met twice, and a Council workshop held on May 12, 2026. Cooper stated that the Ocala Safety Action Plan will guide roadway-safety improvements, support development of a speed-management traffic plan, and position the City to pursue future safety-grant opportunities. Staff recommended approval.

There being no discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: James P. Hilty Sr
SECONDER: Barry Mansfield
AYE: Dreyer, Hilty Sr, Mansfield, and Bethea Sr
EXCUSED: Musleh

10b. Additional expenditures under the agreements for citywide interior and exterior painting services as needed for an increased aggregate expenditure not to exceed $350,000

Presentation By: Gary Crews
RESULT: APPROVED
MOVER: Kristen M. Dreyer
SECONDER: James P. Hilty Sr
AYE: Dreyer, Hilty Sr, Mansfield, and Bethea Sr
EXCUSED: Musleh

10c. Award of contract with HDR Engineering, Inc., for the provision of comprehensive operational analysis services for the SunTran transit system in an amount not to exceed $215,998

Presentation By: Tom Duncan

Council Member Mansfield questioned why the City should be spending money on a third party rather than doing the study in-house, noting budgetary concerns.

Transit Administrator Tom Duncan explained HDR did the transportation development plan in 2023. The comprehensive operational analysis of operations will be used as a building block for the transit development plan as staff considers future long term plans.

Growth Management Director Jeff Shrum noted the process was started earlier in the year, and there are discussions with the County as well as the Finance Department and he believes the current fiscal year will be covered in the budget. He emphasized the importance of the study to allow staff to consider the findings as they move forward.

There being no further discussion the motion carried by role call vote.

RESULT: APPROVED
MOVER: Kristen M. Dreyer
SECONDER: James P. Hilty Sr
AYE: Dreyer, Hilty Sr, Mansfield, and Bethea Sr
EXCUSED: Musleh

10d. Purchase of inventory items for Ocala Electric Utility from multiple vendors in the amount of $217,084

Presentation By: Doug Peebles

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: Barry Mansfield
SECONDER: James P. Hilty Sr
AYE: Dreyer, Hilty Sr, Mansfield, and Bethea Sr
EXCUSED: Musleh

10e. Request to retroactively approve the expenditure of $8,277 in SHIP funding for the Simpson rehabilitation located at 2502 NW 18th Street

Presentation By: James Haynes

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: Kristen M. Dreyer
SECONDER: Barry Mansfield
AYE: Dreyer, Hilty Sr, Mansfield, and Bethea Sr
EXCUSED: Musleh

10f. Budget Resolution 2026-142 to amend the Fiscal Year 2025-26 budget to appropriate additional funding from the East Ocala Community Redevelopment Area Reserve for Fund Balance to support redevelopment grants in the amount of $358,000

Presentation By: Roberto Ellis

There being no discussion the motion carried by roll call vote.

RESULT: ADOPTED

MOVER: James P. Hilty Sr
SECONDER: Kristen M. Dreyer
AYE: Dreyer, Hilty Sr, Mansfield, and Bethea Sr
EXCUSED: Musleh

10g. Pulled

11. Internal Auditor's Report

12. City Manager's Report

Fun in the Sand event successful

13. Ocala Police Department Report

total incidents 7762. crime calls increase and traffic stop increase by 20%

K9 Unit update

- **Overview of Crime and Traffic Stops**

Police Chief Balken reported that overall incidents increased slightly by 0.5% to 762 calls, with proactive calls decreasing 6% and dispatch calls rising 13% to more than 2,800. Arrests increased from 267 to 316, while other detentions declined from 224 to 179. Traffic stops rose significantly by 26% to over 1,000, and the city's crash rate decreased by about 9%.

- **K-9 Unit Highlight**

Chief Balken highlighted the work of the department's K-9 Unit, which consists of seven teams handling building searches, apprehensions, drug detection, and recovery of weapons and evidence. He shared operational statistics from the past year, including nearly 700 drug sniffs, 849 arrests (138 attributable directly to K-9 operations), multiple bite captures, and the seizure of firearms, narcotics, and illicit cash. The unit logged more than 1,800 hours of training. Chief Balken concluded by noting that he will soon request acquisition of an explosives-detection K-9, funded entirely through community donations, due to recent incidents requiring outside agency assistance.

14. Ocala Fire Rescue Department Report

- **Service Calls Update**

Fire Chief Clint Welborn reported that the department responded to 1,082 calls during the two-week period, including 114 engine responses, 202 motor-vehicle accidents, six structure fires, and 36 core calls, bringing the year-to-date total to 10,370 responses. He noted that crews handled several significant incidents during the period and shared a brief video recap.

- **Department Highlights**

  Chief Welborn also announced the arrival of the new Rescue 7 apparatus. In response to a light-hearted question from the dais, he added that a rescued kitten featured in the video was adopted by the resident involved in the call.

15. City Attorney's Report

16. Public Comments

Patrica Tomlinson - concerns of curbside recycling being removed.

Mammie Fisher - concerns of development behind her neighborhood - BearTrack??

- **Patricia Tomlinson, 606 SE 33rd Avenue, discussed her concerns about discontinuing the roadside recycling program**

  Patricia Tomlinson expressed strong concern about the planned end of curbside recycling in Ocala, citing landfill capacity issues, reduced recycling participation when drop-off sites are required, and limited public education on proper recycling practices. She urged the Council to find an alternative solution, emphasizing Ocala's reputation for natural beauty and the importance of maintaining environmental stewardship.

- **Mamie Fisher, 4680 SW 22nd Place, expressed her dissatisfaction with information and updates provided to concerned citizens regarding proposed neighboring developments**

  Mamie Fisher, 4680 SW 22nd Place, expressed concerns that residents of Bear Track Ranch were not properly informed or engaged regarding a nearby development project. She stated that developers had promised follow-up meetings and buffer commitments but never contacted the community after an initial 2025 meeting. Ms. Fisher emphasized worries about environmental impacts, loss of privacy, and increased density, and asked the City to review notification processes so residents are better informed in the future.

- **Kelly McAtee, 1117 E 28th Avenue, thanked Ocala Fire Rescue for saving her house**

17. Informational Items and Calendaring Items

- Monday, May 25, 2026 - Memorial Day Holiday - City Offices closed
- Tuesday, May 26, 2026 - TPO Meeting - 3:00pm - Marion County Board of County Commissioners Auditorium
- Tuesday, June 2, 2026 - City Council meeting - 4:00pm - Council Chambers
- Tuesday, June 9, 2026 - City Council workshop Re: Boards & Commissions and CRAs - 12:00pm - Council Chambers
- Tuesday, June 16, 2026 - Community Redevelopment Area Agency Meeting - 3:45pm - Council Chambers
- Tuesday, June 16, 2026 - City Council meeting - 4:00pm - Council Chambers
- Tuesday, June 23, 2026 - TPO meeting - 3:00pm - Marion County Board of County Commissions Auditorium
- Friday, July 3, 2026 - City offices closed for Independence Day

17a. Monthly budget-to-actual report and Capital Improvement Project status report as of March 31, 2026

17b. Executed Contracts Under $50,000

18. Comments by Mayor

Fallen Officer Memorial

Domestic Violence Center update

Randall Bridgeman will be missed

- **Fallen Officer Memorial**

  Mayor Marciano stated he attended the Fallen Officer Memorial last Thursday, and he intends to get more community participation next year to support the families.

- **Domestic Violence Center update**

  Mayor Marciano announced that Meadowbrook Church and Advent Health have provided major support to ensure the continued operation of the locally run domestic-violence and sexual-assault center, now known as Lotus, helping stabilize funding during its transition.

- **Mayor Marciano stated City Auditor Randall Bridgeman will be missed**

  Mayor Marciano honored the late Randall Bridgeman, noting his positive influence and the reminder to live with kindness and service.

- **Ritz Hotel**

  Mayor Marciano reported a developing concern involving the Ritz Hotel, where 35-40 veterans may face homelessness due to a missed federal grant deadline. He has contacted state and federal representatives and urged coordinated efforts to assist the affected veterans and explore potential housing alternatives.

19. Comments by City Council Members

20. Adjournment

5:53pm

- Adjourned at 5:53pm

5:53pm

Ire J. Bethea Sr.

Council President

Angel B. Jacobs

City Clerk

File #: ORD-2026-17 Agenda Item #: 8a.

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

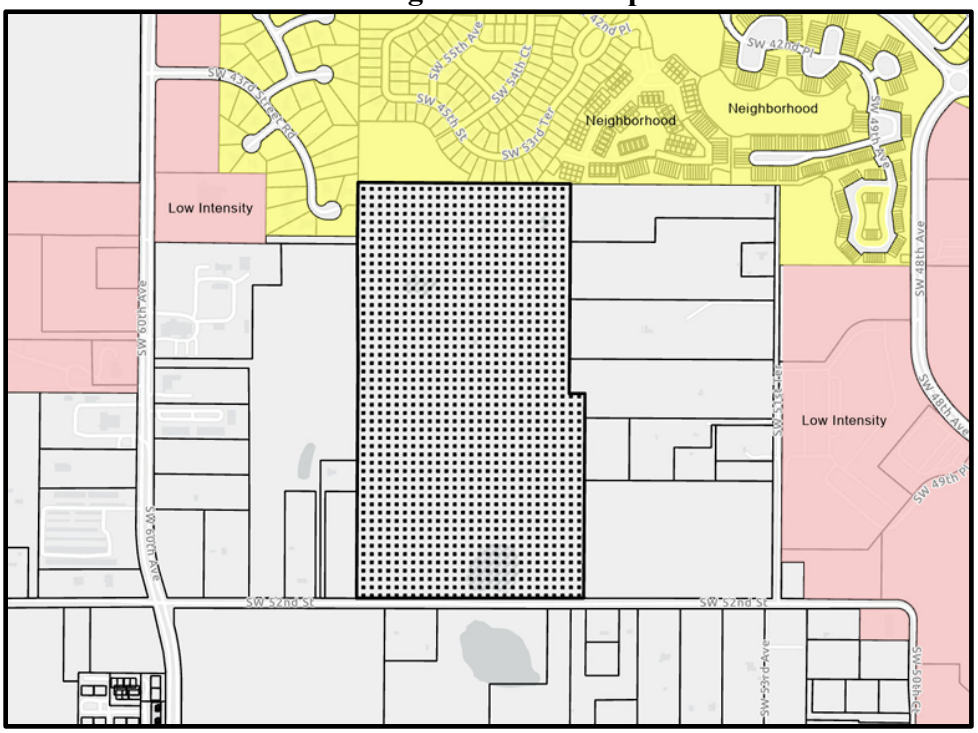
Case No. ANX26-0001
Planning & Zoning Commission: May 26, 2026
City Council (1st Reading): June 2, 2026
City Council (Adoption): August 4, 2026

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: 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 as appropriate during the development review process.

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

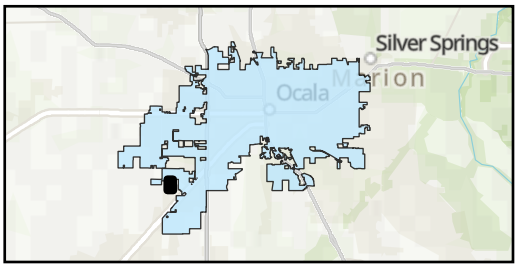
Based on the staff analysis, the following findings are noted:

- 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

Parcels
Subject Property

0 500 1,000 2,000 Feet

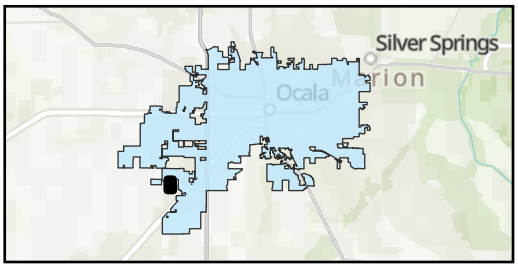
N

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 Dept
by ekrepps on 5/12/2026

CASE MAP



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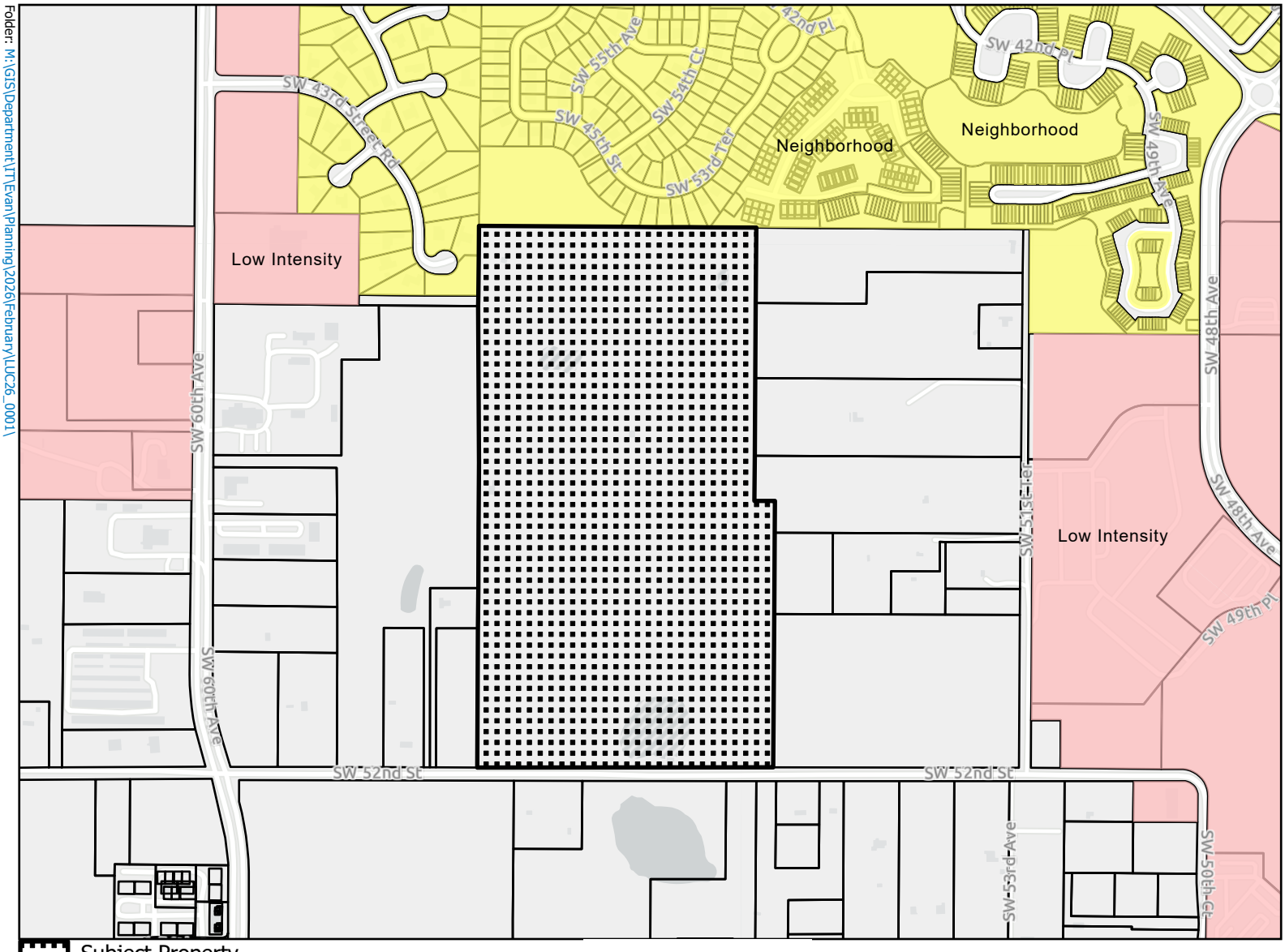

Subject Property
Low Intensity
Neighborhood
Parcels

0 500 1,000 2,000 Feet

N

OCALA

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File #: ORD-2026-18 Agenda Item #: 8b.

Submitted By: David Sablan

Presentation By: Aubrey Hale

Department: Growth Management

FORMAL TITLE:
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)

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.

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 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.

Staff Report

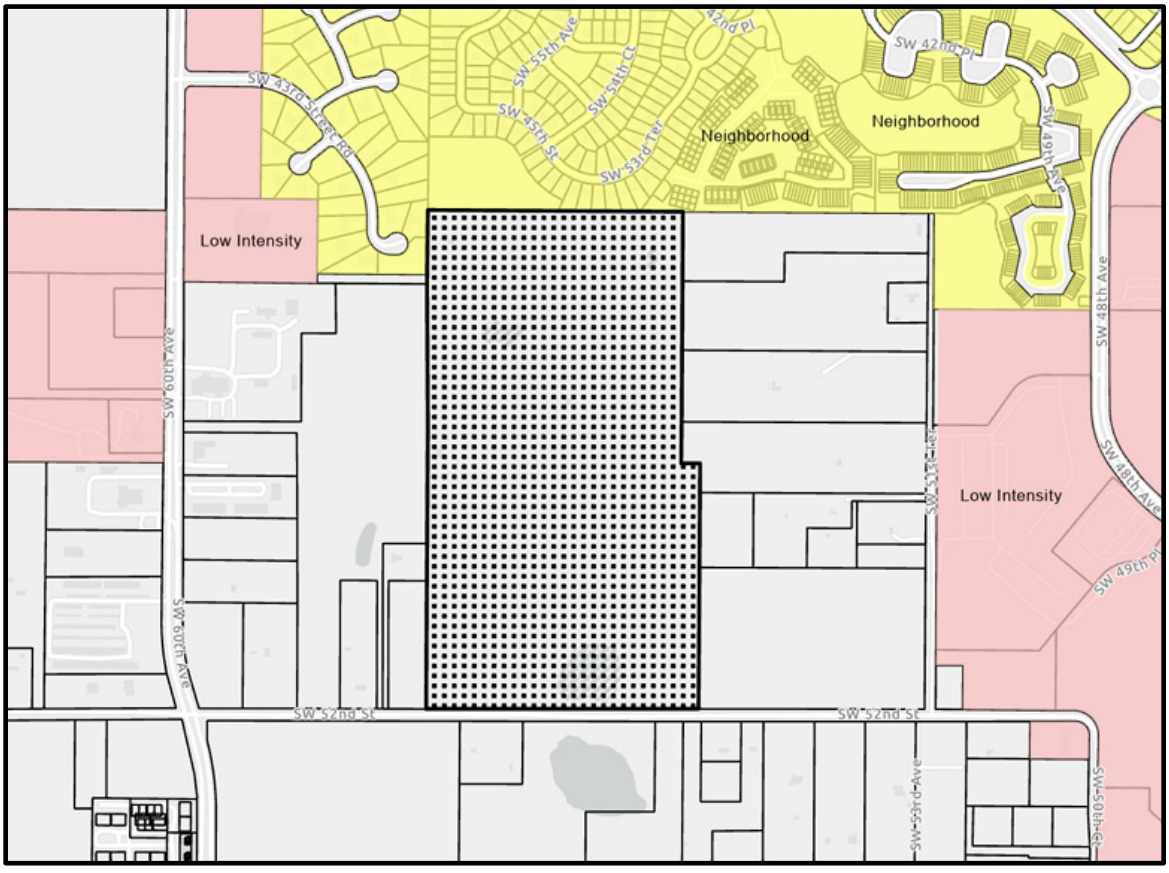
Case No. LUC26-0001
Planning & Zoning Commission: May 26, 2026
City Council (1st Reading): June 2, 2026
City Council (Adoption): August 4, 2026

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

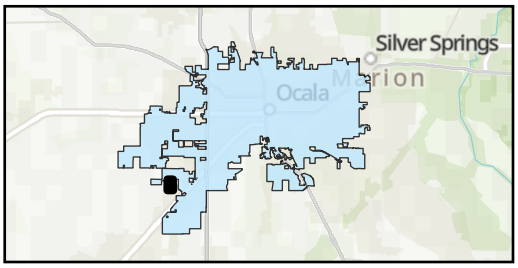
- This requested Low Intensity future land use is the result of annexation of the subject property which requires a City future land use designation consistent with Section 122-246(b) of the Code of Ordinances and providing compliance with the Comprehensive Plan.
- The requested Low Intensity future 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

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

Folder: M:\GIS\Department\IT\Evan\Planning\2026\February\LUC26_0001\

Parcels
Subject Property

0 500 1,000 2,000 Feet

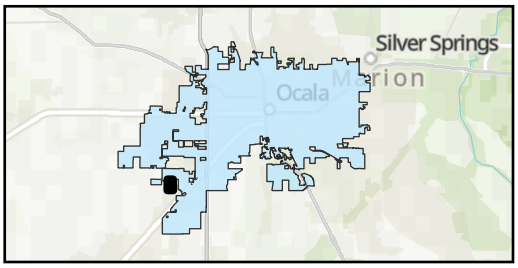
N

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 Dept
by ekrepps on 5/12/2026

CASE MAP



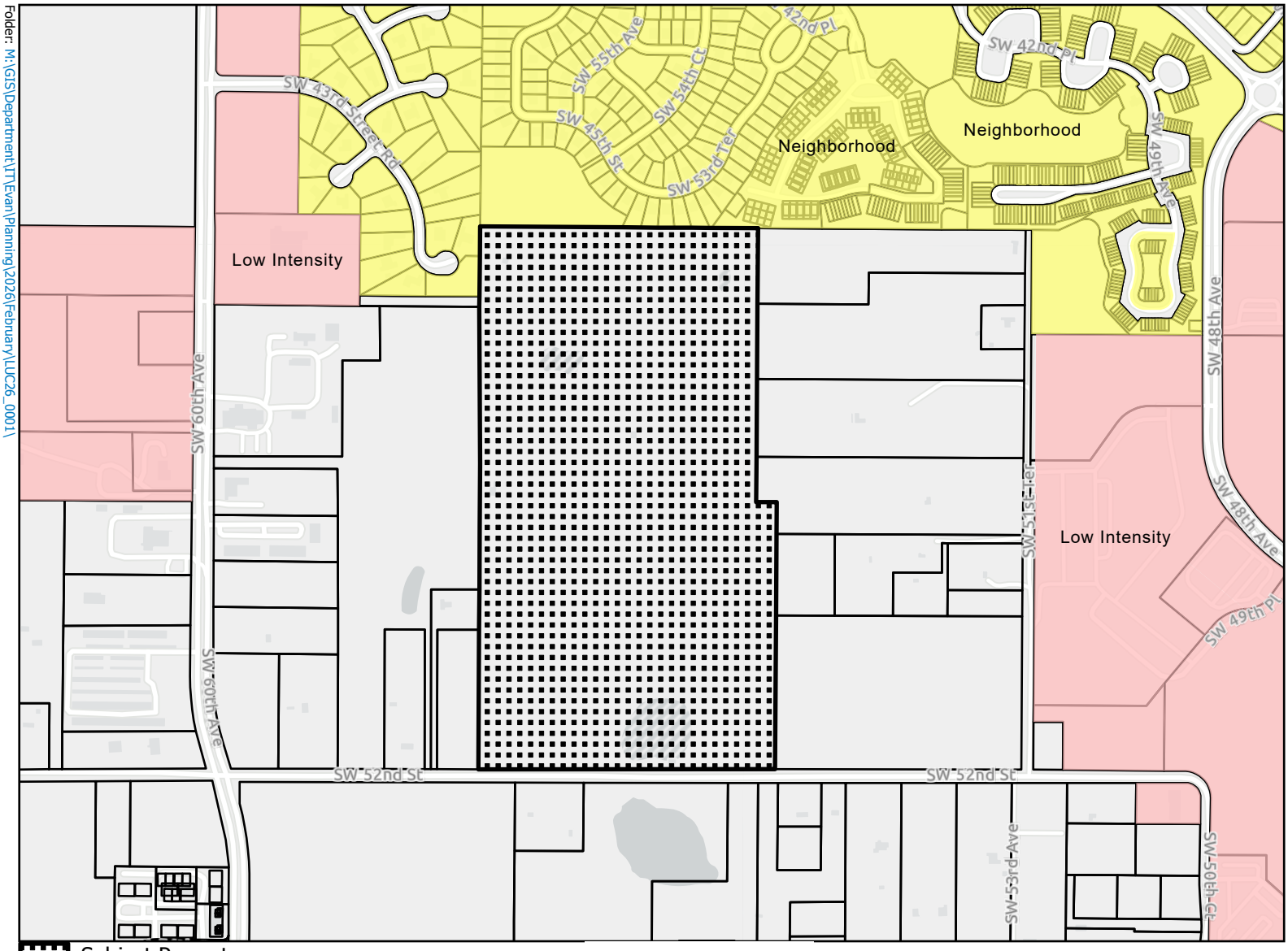
Case Number: LUC26-0001

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

Folder: M:\GIS\Department\JTEvan\Planning\2026\February\LUC26_0001\



Subject Property
Low Intensity
Neighborhood
Parcels

0 500 1,000 2,000 Feet

N

OCALA

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File #: 2026-1498 Agenda Item #: 9a.

Submitted By: David Sablan

Presentation By: Aubrey Hale

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Ordinance 2026-16 to rezone from B-2, Community Business, to M-1, Light Industrial, for property located in the 200 block of SW 27th Avenue (Parcel 22780-002-00), approximately 1.25 acres (Case ZON26-0001) (Quasi -Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- Petitioner and Property Owner: Alvarez Family Investment Lots LLC
- Agent: Rodney K. Rogers, Rogers Engineering & Land Surveying, LLC

Key Points:

The petitioner is requesting a rezoning of 1.25 acres of undeveloped property from B-2, Community Business, to M-1, Light Industrial.

Zoning and Land Use Factors for Consideration:

- The property is surrounded by M-1, Light Industrial, on its eastern, western, and southern sides, with existing industrial uses to the north and a Sprint telecommunications facility to the west. Of the three parcels to the north, two are zoned B-4 (General Business), and one is zoned M-1.
- The M-1 zoning district allows for a broad range of uses, including wholesale and distribution.
- The subject property's access is SW 27th Avenue, a minor arterial roadway.

- The surrounding area is comprised of a mixture of industrial and commercial (developed and undeveloped) properties along the SR 40 and SW/NW 27th Avenue corridors.

Planning and Zoning Commission:

The proposed rezoning was presented to the Planning and Zoning Commission on April 14, 2026. During the hearing, the Commission had no additional questions. There were no public comments or objections. The Planning and Zoning Commission voted five to zero to recommend approval of the proposed rezoning to City Council.

FINDINGS AND CONCLUSIONS:

- The subject property is currently vacant, undeveloped, and meets the minimum lot standards for the M-1 zoning district. Rezoning the property will not create a non-conforming use or structure.

- The proposed rezoning is consistent with the Employment Center Future Land Use, the comprehensive plan, and land development regulations (pursuant to Section 122-244 of the Code of Ordinances).

- The M-1, Light Industrial, zoning district is consistent with the surrounding M-1 and B-4 zoning designations and the existing development in the area.

- 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.

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 2026-16

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING THE ZONING FROM B-2, COMMUNITY BUSINESS, TO M-1, LIGHT INDUSTRIAL, FOR CERTAIN PROPERTY LOCATED IN THE 200 BLOCK OF SW 27TH AVENUE (PARCEL 22780-002-00), APPROXIMATELY 1.25 ACRES (CASE NO. ZON26-0001); 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 regulation of the City of Ocala, Florida, as M-1, Light Industrial:

PARCEL NUMBER 22780-002-00

BEGINNING AT A POINT 445.0 FEET WEST OF THE NORTHEAST CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE RUN S. 0° 8' W., 285.00 FEET; THENCE EAST 100.00 FEET; THENCE N. 0° 8' E., 285.00 FEET; THENCE WEST 100.00 FEET TO THE POINT OF BEGINNING. AND THE SOUTH 180 FEET OF THE NORTH 465 FEET OF THE EAST 345 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. EXCEPT THE EAST 30 FEET FOR ROADWAY. AND EXCEPT: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 465.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 21 EAST IN MARION COUNTY, FLORIDA, WITH THE WEST LINE OF S.W. 27TH AVENUE, BEING A LINE PARALLEL WITH AND WESTERLY 30.00 FEET FROM THE EAST LINE OF SAID SECTION 14; THENCE NORTH 00 DEGREES 38 MINUTES 42 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 95.10 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 37 MINUTES 46 SECONDS WEST, A DISTANCE OF 84.92 FEET TO THE SOUTH LINE OF THE NORTH 285.00 FEET OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 28 MINUTES 09 SECONDS EAST, ALONG SAID SOUTH LINE A DISTANCE OF 1.91 FEET TO SAID WEST LINE OF SOUTHWEST 27TH AVENUE; THENCE SOUTH 00 DEGREES 39 MINUTES 42 SECONDS WEST, A DISTANCE OF 84.90 FEET TO THE POINT OF BEGINNING.

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 B-2, General Business, to M-1, Light Industrial, 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

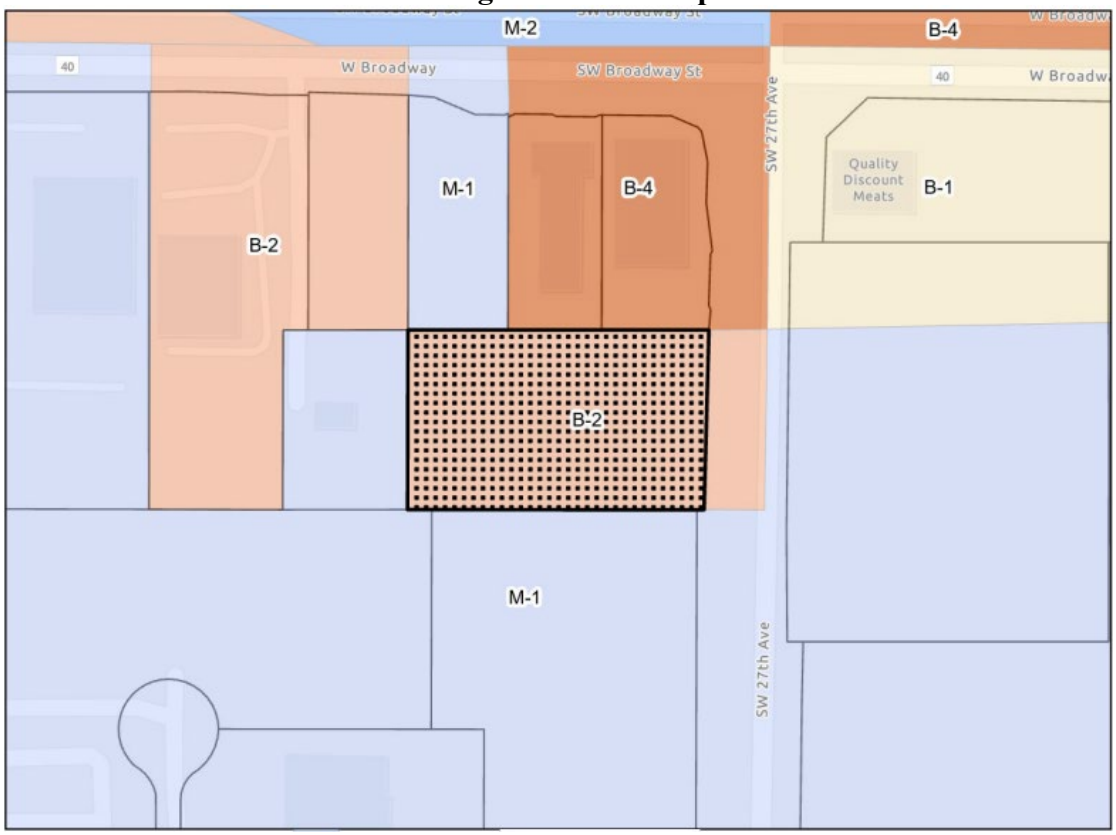
Ordinance No: 2026-XX
Introduced: Click or tap to enter a date.
Adopted: Click or tap to enter a date.
Legal Ad No: Click or tap here to enter text.

Rezoning Staff Report

Case No. ZON26-0001
Planning & Zoning Commission: April 13, 2026
City Council (1st Reading): May 19, 2026
City Council (Adoption): June 2, 2026

Applicant:	John Alvarez
Property Owner:	Alvarez Family Investment Lots LLC
Project Planner:	Breah Miller, Planner II
Amendment Request:	Rezone from B-2, Community Business, to M-1, Light Industrial
Parcel Information	
Acres:	±1.25 acres
Parcel(s)#:	22780-002-00
Location:	the 200 block of SW 27th Avenue
Existing use:	Undeveloped
Future Land Use Designation:	Employment Center
Zoning Designation:	B-2, Community Business
Special District(s)/Plan(s):	West Ocala CRA
Approved Agreement(s):	N/A

Figure 1. Case Map



Section 1 - Applicant Request

The applicant is requesting to rezone a 1.25-acre property from B-2, Community Business, to M-1, Light Industrial.

The agent, Rodney Rogers, Rogers Engineering & Land Surveying, LLC, is representing the applicant in this request.

Section 2 - Background Information

The subject property encompasses a total of approximately 1.25 acres. The current designations of the property are:

Zoning: **B-2, Community Business,** district is intended primarily 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: **Employment Center,** a maximum of 24 dwelling units per acre, a maximum of 2.0 floor area ratio (FAR).

The subject property is undeveloped and is accessed from SW 27th Avenue.

Table 1: Adjacent Property Information:

Direction	Future Land Use	Zoning District	Current Use
North	Employment Center	B-4, General Business & M-1, Light Industrial	Retail (Lumber & Hardware), Retail (Vacant) Undeveloped
East	Public	M-1, Light Industrial	City of Ocala Drainage Retention Area (across SW 27th Ave)
South	Employment Center	M-1, Light Industrial	Private Drainage Retention Area
West	Employment Center	M-1, Light Industrial	Undeveloped, Telecommunications Facility.

The subject property is accessed from SW 27th Avenue, a minor arterial roadway and is near to the intersection of SR 40, a principal arterial roadway. The subject property is surrounded on three sides (east, west, and south) by parcels with M-1 zoning. Three parcels border the subject property to the north, two are zoned B-4, General Business, and one is zoned M-1 as shown on Figure 1 – Case Map. The surrounding area west of the intersection of SW 27th Avenue and SR 40 consist of a mix of light industrial and commercial business uses. Further west towards I75, properties have a mix of light industrial and commercial uses, with predominately light industrial along the southern side of SR 40. The properties east of the intersection of SW 27th Avenue and SR 40 transition from commercial business within one-quarter mile of the intersection to residential uses along the north and south side of SR 40.

Section 3 – Staff Analysis

This report reviews the proposed rezoning for alignment with the city's adopted vision plans, comprehensive plan, and relevant land development regulations.

Consistency with Ocala 2035 Vision:

The Ocala 2035 Vision established the basis for what would ultimately guide development and growth in the City of Ocala. The 2035 Vision context map identified varied levels of intensity: high intensity at the central core, medium and medium-low intensity along primary corridors, and low intensity in the remaining areas of the city. Following the completion of the 2035 Vision, the comprehensive plan was amended creating six total Future Land Use (FLU) categories. In doing so, new land uses were designated in this area considering both existing and future development along with consistency of the 2035 Vision context map.

Additionally, the 2035 Vision led to the West Ocala Vision & Community Plan (West Ocala Vision) which was adopted in 2015, and established goals for revitalization in the West Ocala area by focusing on preservation, infill development, and density/intensity management. The subject property and surrounding area are identified as Employment Center in the West Ocala Vision & Community Plan.

The requested rezoning is consistent with the 2035 Vision context map for the location of medium-low intensity development.

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 6.5: Employment Center. The intent of the Employment Center land use is to provide a regionally-important hub for business, enterprise, research and development, and employment activities. Employment Centers are generally single use districts, but may include more than one (1) use if there are appropriate buffers and transitions between complementary uses. Permitted uses shall include a primary use and may include a secondary use. Primary uses are industrial, office and commercial. Secondary uses are public, recreation, institutional, and residential, as well as educational facilities. There are no form requirements in this land use category.*

   Access is primarily from major collectors, arterials, or limited-access highways. The primary modes of transportation include automobiles, trucks, freight rail, bus, and commuter rail transit. Provisions should be made for walking, bicycles, and transit.

   There is no minimum density and intensity in this future land use category. The maximum density and intensity before any incentives is 24 dwelling units per gross acre or 2.00 FAR. The location and application of incentives shall be set forth in the Land Development Code.

   Staff Comment:

   Rezoning to M-1 aligns with the Employment Center Future Land Use designation:

   - The proposed M-1 zoning district is consistent with the existing Employment Center Future Land Use category which allows light industrial uses.
   - The subject property is accessed from a minor arterial roadway, SW 27th Avenue. Minor arterial roads are intended to carry high volumes of traffic and connect major areas of the city to neighborhoods, commercial uses, and highways. They are also intended to support higher-intensity uses along corridors, with lower-intensity uses transitioning to the rear, consistent with the proposed rezoning.

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 requested rezoning aligns with current zoning of the surrounding properties (M-1 and B-4) and is consistent with the underlying Employment Center FLU.

Consistency with the West Ocala Vision & Community Plan

The requested rezoning is consistent with the following land use category in the West Ocala Vision & Community Plan:

1. *Employment Center: The intent of the Employment Center land use is to promote a regionally-important and vibrant hub for business, enterprise, research and development and employment activities. Access is primarily from major collectors, arterials or limited-access highways.*

Staff Comment:

The subject property is accessed from a minor arterial roadway, SW 27th Avenue. Minor arterial roads are intended to carry high volumes of traffic and connect major areas of the city to neighborhoods, commercial uses, and highways. They are also intended to support higher-intensity uses along corridors, with lower-intensity uses transitioning to the rear, which is consistent with the proposed rezoning.

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.

Employment Center	O-1*****, OP*****, B-1*****, B-1A*****, B-2*****, B-2A*****, B-4*****, B-5*****, SC, **M-1**, M-2, M-3, G-U, INST, A-1***, PD, FBC

***** Residential units are only allowed as part of a Planned Development (PD) zoning district

Staff Comment: The requested M-1 zoning district is consistent with the existing Employment Center 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	B-2, Community Business	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.	10,000	50-feet

Proposed	M-1, Light Industrial	Intended primarily for wholesale distribution, warehouse storage, research and development, showroom sales, and light manufacturing of finished or semi-finished products. The light industrial uses shall be compatible with the surrounding uses. Outdoor manufacturing is not allowed in the M-1 district. Outdoor storage is allowed as a permitted accessory use, if it complies with design criteria in section 122-763. Specific uses shall be controlled by the standards for industrial performance in article VIII of this Chapter 122.	10,000	60-feet

Staff Comment:

The subject property, comprising 1.25-acres meeting the minimum lot area (10,000 square feet) and the approximate 180 feet of frontage on SW 27th Avenue meets the minimum 100 feet lot width required for the M-1 zoning district.

Section 4 - Level of Service (LOS) Analysis

The benefit of LOS analysis for a zoning amendment is limited due to the lack of specific proposed development. While worst case buildout scenarios can be reviewed, they are typically unrealistic and provide significantly overstated impacts to public facilities. Further, public schools are not impacted by the potential for residential development as they are restricted in the M-1 zoning district. Additionally, further detailed LOS impact analysis will be required to address the specific proposed development as part of subsequent application review.

Section 5 - Staff Findings and Recommendation

- The subject property is currently vacant and undeveloped, therefore rezoning the property will not result in the creation of a non-conforming use or structure.
- The proposed rezoning is consistent with the Employment Center Future Land Use, the comprehensive plan and land development regulations (pursuant to Section 122-244 of the Code of Ordinances).
- The M-1, Light Industrial, zoning district is consistent with the surrounding M-1, and B-4 zoning designations.

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 Recommendation: Approval of ZON26-0001

Exhibit A. Permitted Uses Table

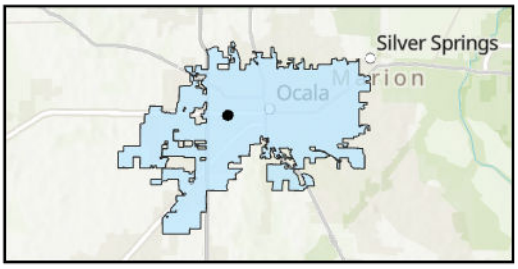
*Permitted by Special Exception
#Within the Employment Center FLU area residential units are only allowed as part of a Planned Development (PD) zoning district.

Permitted Use Type	B-2, Community Business	M-1, Light Industrial
Residential Operation	• Bed and breakfast • Community residential home, maximum of twelve unrelated residents per single-family residential dwelling. • Fraternity or sorority house • Residence- gallery • Residence- office • Rooming/boarding house	
Residential Type	• Multifamily dwellings*# • Single-family dwelling# • Single-family (attached) dwelling unit# • Two-family dwelling#	
General Retail	• Auto Supply Store • Bakery Store • Department store • Drugstore • Electronics store • Furniture store • Garden and nursery sales • Grocery store • Hardware store • Home decorating store • Pharmacy • Roadside fruit and vegetable sales • Specialty retail stores • Swimming pool sales (enclosed) • Used merchandise store • Videotape store	• Furniture store • Home garden/hobby farm equipment sales • Used merchandise store
Vehicular Sales		• Construction/farm equipment sales*
Agricultural Use		• Indoor greenhouse • Indoor Hemp facility
Business Service	• Equipment rental and leasing • General business service • Parking garage (or structure) • Parking lot • Radio/TV broadcasting facility • Security systems service	• Advertising service (on-site/off-site signs) • Construction service establishment • Day labor service establishment* • Equipment rental and leasing • General business service • Maintenance and cleaning service • Parking garage (or structure) • Parking lot • Pest control service • Radio/TV broadcasting facility

		• Security systems service
Eating or Drinking Establishment	• Alcoholic beverage establishment (off-premises consumption) • Alcoholic beverage establishment (on-premises consumption) • Drive-in or drive-through restaurant* • Fast-food restaurant • Restaurant (enclosed)	• Alcoholic beverage establishment (off-premises consumption) • Restaurant (enclosed)
Hospitality and Tourism	• Antique gallery/art gallery/museum • Conference center • Hotel/convention center • Motel	
Office Use	• Commercial photography (art and graphic design service) • Computer maintenance and repair • Financial institution • Photocopying and duplicating services • Photofinishing laboratory • Prepackaged software services • Print shop • Professional and business office	• Commercial photography (art and graphic design service) • Computer maintenance and repair • Photofinishing laboratory • Prepackaged software services • Print shop • Professional and business office
Personal Service	• Check cashing establishment • Coin-operated laundry and dry cleaning • Emergency shelter • Funeral home and/or crematory • Hairstyling shop • Laundry and dry cleaning pickup establishment • Laundry and dry cleaning service • Major household repair establishment • Mini-warehouse (self-service storage facility) • Minor household repair establishment • Recreational vehicle park • Recycling collection point • Tattoo or body piercing establishment	• Bail bonds agency • Kennel • Laundry and dry cleaning service • Major household repair establishment • Mini-warehouse (self-service storage facility) • Minor household repair establishment • Recycling collection point
Vehicular Service	• Auto repair, minor • Automobile cleaning/detailing services • Drive-through facility (non-restaurant) • Full-service station • Self-service station/convenience store	• Auto repair, minor • Repair garage • Self-service station/convenience store
Community Service	• Church/place of worship • Day care facility • Library • Private club	• Day care facility*

Educational Use	• Colleges/universities • Community education center • School, private elementary and secondary • Speech and language center/school • Vocational professional school	• Community education center
Recreational Use	• Bowling center • Commercial outdoor baseball batting facility* • Commercial recreation, indoor • Commercial recreation, outdoor* • Dance/art/music studio • Driving range* • Miniature golf* • Motion picture theaters (except drive-in) • Physical fitness center • Recreation facility, indoor	• Recreation facility, indoor* • Shooting range, indoor
Public Use	• Park/open space area* • Post office (federal) • Public transportation terminal*	
Health Care Use	• Assisted living facility • Medical and dental laboratory • Medical and dental office on major and minor arterials • Medical and dental office on local and collector streets • Transitional/recovery facility • Transitional treatment facility • Veterinarian office	• Medical and dental laboratory • Veterinarian office
Low-Impact Industrial Use	• Microbrewery/microdistillery	• Assembly of electronic components • Carpet and upholstery cleaning • Manufacturing, light • Microbrewery/microdistillery • Newspaper printing facility • Packing and crating • Recycling center • Research and testing laboratory • Truck/freight terminal • Warehouse • Wholesale and distribution

AERIAL MAP



Case Number: ZON26-0001

Parcel: 22780-002-00

Property Size: Approximately 1.25 Acres
Land Use Designation: Employment Center
Zoning: B-2, Community Business
Proposal: Request to rezone from B-2 to M-1

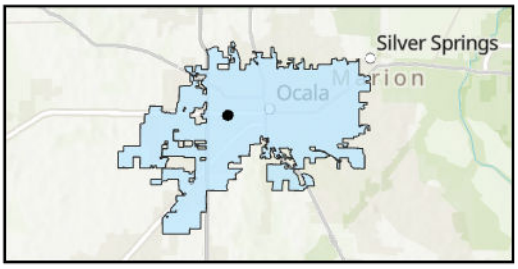
0 150 300 600 Feet

N

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 3/26/2026

CASE MAP



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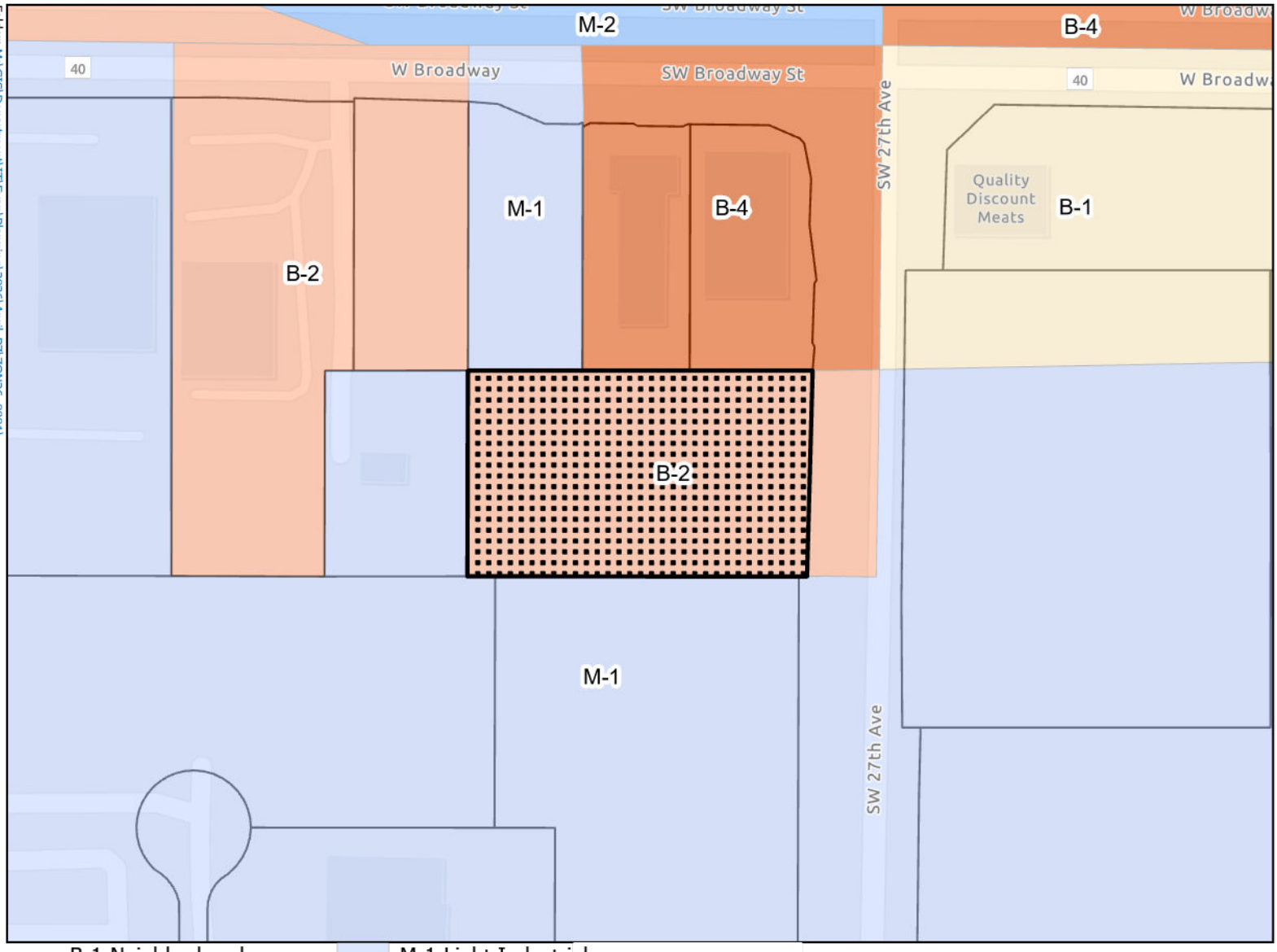

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Prepared by the City of Ocala Growth Management Dept by ekrepps on 3/26/2026

File #: 2026-1434 Agenda Item #: 9b.

Submitted By: Michelle Taylor

Presentation By: Aubrey Hale

Department: Growth Management

FORMAL TITLE:
Expansion of the sale of beer, wine, and liquor for on-premises consumption to include outdoor consumption within the approved sidewalk café area for Martin & Weiss, LLC, doing business as The Tipsy Skipper, located at 48 South Magnolia Avenue, Suite A (Parcel 2853-046-009) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub, Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Martin & Weiss, LLC, doing business as (dba) The Tipsy Skipper, has applied for the expansion of the sale of beer, wine, and liquor for on-premises consumption to include outdoor consumption within the approved sidewalk café area at 48 South Magnolia Avenue, Suite A (Parcel 2853-046-009).

Applicant:	Martin & Weiss, LLC, dba, The Tipsy Skipper
Property Owner:	National Growth Partners LLC
Address:	48 South Magnolia Avenue, Suite A
Building area:	1800 square feet
Seats/employees:	50 seats / four employees
Required parking:	18 spaces
Provided parking:	Downtown Public Parking Available
Outside Sound:	No

- **Police Presence:** There have been seven calls for service to this location in the past two years. Two were criminal in nature. Location report is attached.

  Pursuant to Section 6-33(c)(11) and (12) of the City of Ocala Code of Ordinances, staff reviewed the information provided by OPD and determined that the incidents were not related to the operation of the proposed establishment, did not occur at the subject restaurant, and did not involve the unlawful sale or

service of alcoholic beverages at the establishment. Therefore, the arrest history does not adversely affect staff's position regarding the request under the applicable code criteria.

- **Request:** The purpose of this request is for approval of the expansion of an existing State 4COP alcohol permit to allow the sale of beer, wine, and liquor for on-premises consumption to include outdoor consumption within the approved sidewalk café area for Martin & Weiss, LLC, (dba) The Tipsy Skipper. The proposed hours of operation are 6 p.m. - 12 a.m. Monday - Thursday, 6 p.m. - 2 a.m. Friday and Saturday, 2 p.m. - 12 a.m. Sunday. (*Code of Ordinances Section 6-5 limits the hours and times during which alcoholic and intoxicating beverages may be sold, consumed or served, or permitted to be served or consumed, in any place or on any premises defined as a business establishment as follows: for each day of the week except Sunday, between the hours of 7 a.m. and 2 a.m. the following days. On Sunday, Alcoholic beverages may be sold for consumption on the premises only, between the hours of 11 a.m. and 2 a.m. on Monday; and beer, ale, and wine may be sold in sealed containers for consumption off the premises only, between the hours of 7 a.m. on Sunday and 2 a.m. on Monday*.)

- **Staff Comments:** Comments were requested from Growth Management, Police, and Fire Departments, and legal review by the City Attorney. No comments or objections were received.

FINDINGS AND CONCLUSIONS: This request is for a provisional location permit, subject to the applicant satisfying the requirements of the City's Code of Ordinances Section 6-32(d) to obtain their appropriate state-issued license.

Proximity to schools, churches, and daycare centers: None within a 500-foot radius.

Proximity to other Alcohol Beverage Establishments: There are 16 within a 500-foot radius.

- **18 South Restaurant and Saloon**
- **Katya Vineyards**
- **Cantina Tex-Mex Tequila Bar**
- **Big Hammock Brewery & Bites**
- **Mellow Mushroom**
- **Ivy on the Square**
- **Barons Creek Vineyards**
- **Black Sheep on Broadway**
- **Brick City Southern Kitchen & Whiskey Bar**
- **O'Malley's Alley**
- **Mark's Prime Steakhouse**
- **District Bar & Kitchen**
- **The Lodge Ocala Pub & Eatery**
- **Mutiny Bar Ocala**
- **Harry's Seafood, Bar & Grille**

FISCAL IMPACT:
N/A

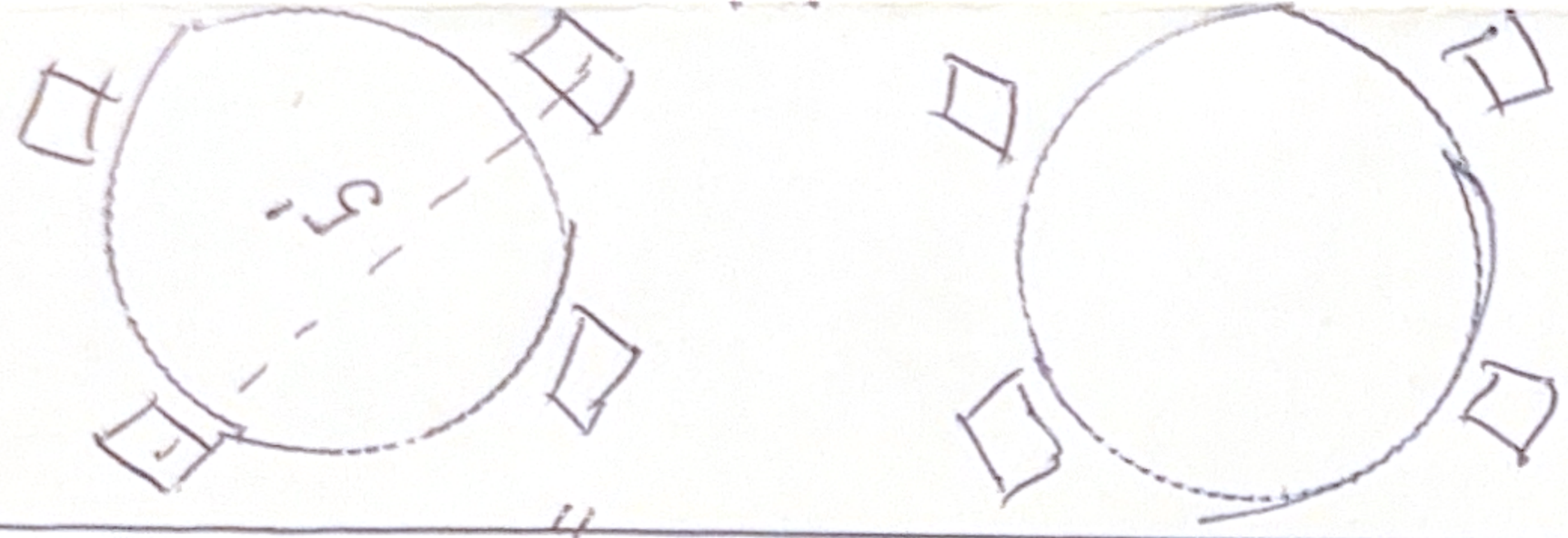
PROCUREMENT REVIEW:

N/A

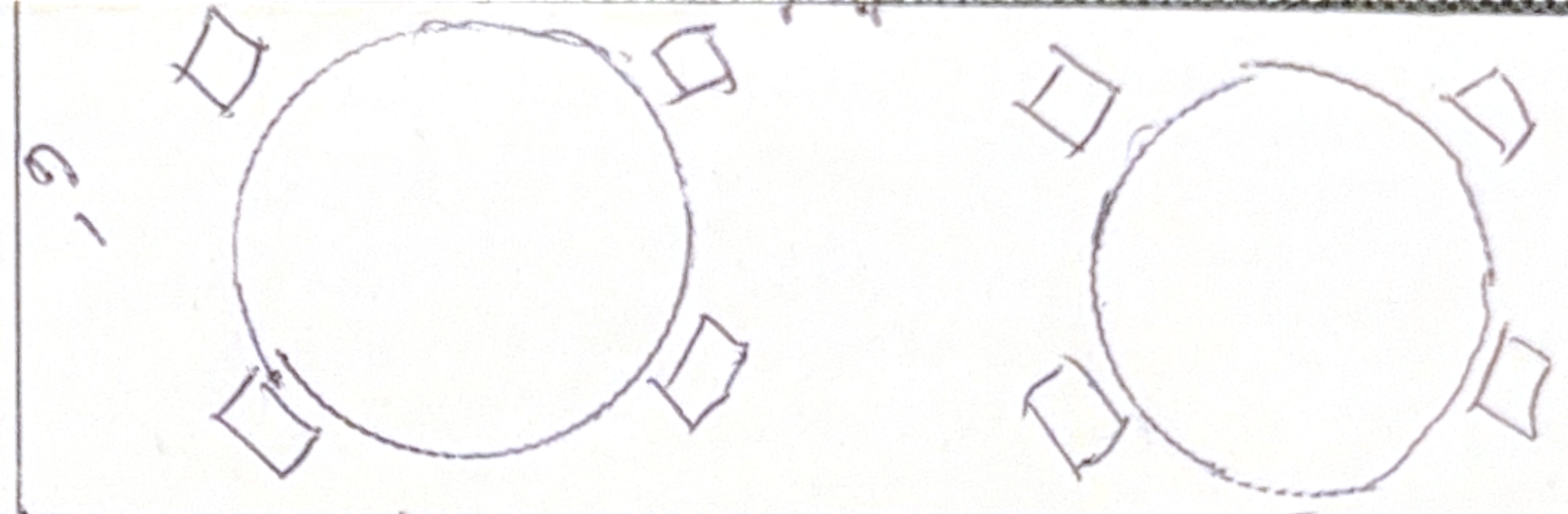
LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny



THE TIPSY SKIPPER" 48 S. MAGNOLIA AVE



"MUTINY" 46 S. MAGNOLIA AVE

15' SIDEWALK

S. MAGNOLIA AVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/26/2026

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

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

PRODUCER Carey Insurance LLC 203 NE 8th Ave Ocala FL 34470	**CONTACT NAME:** Ali Baxley **PHONE (A/C, No, Ext):** (352) 732-0800 **FAX (A/C, No):** (352) 387-7910 **E-MAIL ADDRESS:** ali@careycoverage.com
INSURED Martin & Weiss LLC 46 S Magnolia Ave Unit A & B Ocala FL 34471	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** PENN-AMERICA INSURANCE GROUP **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PAV0442248	04/29/2025	04/29/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

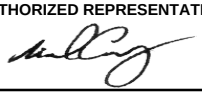
CERTIFICATE HOLDER

City of Ocala Growth Management
201 SE 3rd Street
Ocala FL 34471

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Growth Management Department
201 SE 3rd Street, Second Floor
Ocala, FL 34471, Phone: (352) 629-8404
Email: gmd@ocalafl.org

License #_____
Date Received

APPLICATION FOR SIDEWALK CAFÉ

Administrative Review Fee- $100.00, which shall be credited toward the first-year permit fee should the application be approved. Sidewalk cafés shall only be permitted in the Form-based Code (FBC) zoning district.

NAME OF APPLICANT: BUCK MARTIN
TITLE: OWNER **ORGANIZATION:** MARTIN & WEISS LLC
ADDRESS OF APPLICANT: 3318 SE 3RD ST
CITY: OCALA **STATE:** FL **ZIP:** 34471
TEL #: (352) 817-9227 **FAX #:** _____ **Email:** BUCKMARTIN85@GMAIL.COM

BUSINESS NAME: THE TIPSY SKIPPER / MUTINY OCALA
BUSINESS ADDRESS: 46 S. MAGNOLIA AVE. UNIT A+B
CITY: OCALA **STATE:** FL **ZIP:** 34471
TEL #: (352) 817-9227 **FAX #:** _____

BUSINESS LOCATION: 46 + 48 S. MAGNOLIA AVE.
PARCEL NO: 2853-046-009 **CITY ZONE:** X
DAYS/HOURS OF OPERATION: SUN-SAT 2-2
Will alcohol be consumed at the sidewalk café? ☒ **Yes** ☑ **No** (If Yes, please note that an application for an Alcoholic Beverage Location Permit to allow on premise consumption of alcohol outside of an enclosed building must also be submitted for consideration by the Ocala City Council.)

PROPERTY OWNER: NATIONAL GROWTH PARTNERS LLC
ADDRESS: 11980 SE 22ND AVE RD
CITY: OCALA **STATE:** FL **ZIP:** 34480
TEL #: (352) 427-6907 **FAX #:** _____ **Email:** N/A

Application Materials required:

☐ Completed application form
☐ Application fee (Not needed until time of approval)
☐ A copy of a valid business license to operate a restaurant or a takeout food establishment adjacent to the sidewalk area which is the subject of the application
☐ A copy of a valid certificate of use for the building frontage adjacent to the sidewalk area which is the subject of the application
☐ A copy of current liability insurance. **Please note:** Prior to receiving the permit, the applicant shall provide to City proof of insurance and indemnification as required by Section 22-295, City of Ocala Code of Ordinances. For your convenience, the code section is copied below.
☐ A drawing, with a minimum scale of one-fourth inch equals one foot, showing the layout and dimensions of the existing sidewalk area and adjacent private property, proposed location, size and number of tables, chairs and umbrellas, location of doorways, location of trees, parking meters, sidewalk benches, trash receptacles, and any other sidewalk obstruction either existing or proposed within the pedestrian area
☐ Photographs, drawings or manufacturers' brochures fully describing the appearance of all proposed tables, chairs, umbrellas or other objects related to the sidewalk café
☐ Other information as requested by the City

(12) The permittee shall notify the director in writing when operation of the sidewalk café begins. The notice shall be delivered to the director within 24 hours of such commencement.
(13) Umbrellas provided for a sidewalk café must be anchored in a sufficient manner to remain stationary under windy conditions.
(14) **Alcoholic beverages:** No alcoholic beverages may be consumed at the sidewalk café unless the Ocala City Council has approved a permit and a state license has been issued authorizing consumption within the designated sidewalk café area.

REQUIRED SIGNATURES/AFFIRMATIONS:

I, Buck MARTIN, as OWNER of MARTIN & WEISS LLC being
Applicant's Name (PRINT) *Title* *Name of Organization*

first duly sworn, affirm and say that the information contained in this application is correct, that I have read the operation conditions listed above and agree to abide by the regulations of the City of Ocala.

Applicant's Signature

Notarization For Applicant's Signature

STATE OF Florida COUNTY OF Marion

The foregoing instrument was acknowledged before me this 25 day of March, 2026, by

Buck Martin, as Owner of Martin & Weiss LLC
Applicant's Name (PRINT) *Title* *Name of Organization*

who is personally known to me or who has produced _____ as identification and who did / did not take an oath.

ALEXIS S. BETTY, JR.
Notary Public
State of Florida
Comm# HH627032
Expires 1/8/2029

NOTARY PUBLIC

Commission No. HH627032
Commission Expires: 1/08/2029

****

FOR OFFICE USE ONLY

Zoning Classification _____ Verified on _____ by _____

Approved by: _____ (Official) on _____ (Date)

TOTAL FEES DUE _____

DATE RECEIVED: _____ BUSINESS LICENSE # _____

GROWTH MANAGEMENT DEPARTMENT
DEVELOPMENT SERVICES
201 SE 3rd Street, Second Floor, Ocala, FL 34471
Phone: (352) 629-8487
licensing@ocalafl.gov | www.ocalafl.gov

ALCOHOL PERMIT

- Public Hearing - **$350.00** for new location + **$50.00** Sign Deposit (Refundable after the council hearing and if sign is in the same condition as when posted.)

- Change of ownership/leaseholder - **$200.00**

1. Name of Applicant(s): Martin & Weiss, LLC
(Must be identical to applicant name provided on the State of Florida Alcohol Beverage License application made by the applicant pursuant to Florida Statute, §561.17. Any variation will automatically void any issued location permit.)

Address of Applicant(s): 3318 SE 3rd St

City Ocala State FL Zip Code 34471 Phone # 352-817-9227

Fax # _____ Email address buckmartin85@gmail.com

2. Form of Applicant Business: (Check one)
   - Florida corporation _____
   - Foreign corporation _____
   - Partnership _____
   - LLC X
   - Sole Proprietorship _____
   - Other: _____
   - (Specify type and State of organization) _____

3. Partners: (Names of all partners in partnership and percentage financial interest of each Partner) [Attach additional pages if necessary]

Buck Martin 100%

Revised 10/9/24

Permit No. _____

4. Corporate Officers: (Names of all corporate officers and shareholders and percentage financial interest of each shareholder of the outstanding corporate stock if a Florida or Foreign Corporation or LLC) {Shareholder information not required for publicly traded corporations} [Attach additional pages if necessary]

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

5. Name under which business will be conducted:
The Tipsy Skipper

6. Is there a business there now? Yes

If yes, name of business: The Tipsy Skipper

7. a. Location Address: 48 S Magnolia Ave Ste A

City Ocala State FL Zip Code 34471

. b. Parcel account number(s) [from tax roll]: _____

c. Section _____ Township _____ Range _____ Size of Property _____

d. Legal Description: (Please attach)

NOTE: It shall be the applicant's responsibility to provide the correct legal description for the subject property. The application will not be processed until a correct legal description is provided.

8. Business mailing address: 3318 SE 3rd St

City Ocala State FL Zip Code 34471 Phone # _____

Fax # _____ Email address buckmartin85@gmail.com

9. Hours of Operation: 4 pm - 12 am

Permit No. _____

10. Permit use description:
- [x] on premises consumption/bar
- [ ] on premises consumption/restaurant
- [x] on premises consumption/outside enclosed building
- [ ] off premises consumption
- [ ] on and off premises consumption

11. State License Type (specify): 4COP

12. Property Owner: NATIONAL GROWTH PARTNERS LLC

Property owner's address: 11980 SE 22ND AVENUE RD

City OCALA State FL Zip Code 34480 Phone # _____

Fax # _____ Email address _____

13. The following items are required to complete this application, prior to advertisement (required for a public hearing in order to issue a location permit for profit special events):

a. If applicant is not the property owner, attach written consent from owner for application; also, if owner's name does not appear on the Marion County tax rolls, please attach a copy of the deed showing owner's title.

b. Business owner's signature notarized; also signature of agent, if applicable.

c. The appropriate fee in cash, Visa, MasterCard or check (Payable to the City of Ocala).

d. Must provide to the Planning & Zoning Division a copy of the vendor's state issued Alcoholic beverage license within a period of 90 days of alcohol permit approval or the alcohol permit will be automatically voided and of no legal effect.

e. A sketch or a drawing will need to be submitted that reflects the:
- Ingress/Egress to the building
- The number of parking spaces
- The building square foot

f. If on premise consumption:
- How many stools/seats will be provided in the establishment? 50
- What is the square footage of the building? 1800
- How many employees will you have on maximum shift? 4
- How many parking spaces are there? Street Parking

Permit No. _____

ATTENDANCE at the public hearing by the applicant or agent (as designated in writing) IS MANDATORY

I, Buck Martin, being first duly sworn, affirm and say that I understand that my request will not be considered unless all the information required by this application is submitted. I further certify that all statements made in this application are true to the best of my knowledge and that any incorrect information will void the location permit, if issued.

Applicant, Business or Agent's Signature **(Must be actual applicant if sole proprietorship, partner if applicant is partnership or corporate Officer if applicant is corporation)**

Buck Martin
Printed Name

3318 SE 3rd St.
Address

Ocala, FL 34471
City, State, Zip Code

State of Florida

County of Marion

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 15, day of May, 2026,

by Buck Martin, as owner for The Tipsy Skipper / Mutiny Ocala

Signature of Notary Public

Alexis S. Betty Jr.
Print/Type/Stamp Commissioned Name of Notary

Personally Known ☑ OR Produced Identification ☐

Type of Identification Produced _____

ALEXIS S. BETTY, JR.
Notary Public
State of Florida
Comm# HH627082
Expires 1/8/2029

Revised 10/9/24

Permit No. _____

INFORMATION REGARDING ALCOHOLIC BEVERAGE LOCATION PERMITS

When applying for a permit an applicant may seek more than one type of location permit for the same location, as described in the application form.

A location permit granted by the City may be granted to an individual, group of individuals or any legal entity recognized by the State of Florida, but any such permit granted shall not be transferable to another party or to a location other than that described in the original application.

A public hearing is required to be held by the city council for new location permits. If a location permit was issued after January 1, 2008, the building director may approve the request without the requirement for a public hearing.

The building director may approve or deny a location permit pursuant to Section 6-33(g):

(1) A bona fide nonprofit civic organization for on-premise consumption for a special event;
(2) An existing site with a location permit changing ownership;
(3) An existing site with a location permit changing the type of permit; or
(4) A former site with a location permit issued after January 1, 2008, seeking a new permit.

Applicants requesting on-premise consumption outside an enclosed building shall submit an application for a public hearing. A site plan must be submitted with the application and shall be reviewed by the building, planning and fire departments. The notice for the public hearing shall conform to the requirements as indicated in Section 3-25, paragraph (c). At the public hearing, the city council shall consider this request as a separate issue and shall be guided by the criteria listed below:

(1) The size and location of the portion of property to be used for outside consumption;
(2) Ingress/egress to the outside area;
(3) The proximity of the outside area to schools, churches, public recreation areas, public buildings and areas of public assembly, taking into consideration noise and light intrusion;
(4) The proximity of the outside area to established residential areas, taking into consideration noise and light intrusion;
(5) The proximity of the establishment to other establishments operating outside consumption;
(6) Hours of operation; and
(7) Screening and buffering.

Excessive or disturbing noise is a violation of Section 34-171 of the City's Code of Ordinances. The Ocala Police Department may terminate any event which is considered to be in violation of this code. A fine may be imposed for contravention of the noise regulation.

_____
Signature

Revised 10/9/24

Ocala Police Department
402 S. Pine Avenue
Ocala, FL 34471

Location Report

01/01/2024 to 05/27/2026

48 S Magnolia Ave

Incident #	Location		Date	Agency
Battery				
202600079331	48 S Magnolia Ave	Tipsy Skipper	05/20/2026	OPD
Total for Type	**1**			
Petit Theft Other				
202500106045	48 S Magnolia Ave	Tipsy Skipper	07/13/2025	OPD
Total for Type	**1**			
Security Duty				
202600040509	48 S Magnolia Ave	Tipsy Skipper	03/12/2026	OPD
202600074131	48 S Magnolia Ave	Tipsy Skipper	05/12/2026	OPD
202400025068	48 S Magnolia Ave	Tipsy Skipper	02/20/2024	OPD
202400044255	48 S Magnolia Ave	Tipsy Skipper	04/02/2024	OPD
Total for Type	**4**			
Trespass Warning				
202400161478	48 S Magnolia Ave	Tipsy Skipper	12/07/2024	OPD
Total for Type	**1**			
Total Calls for Service		**7**		

File #: 2026-1435 Agenda Item #: 9c.

Submitted By: Michelle Taylor

Presentation By: Aubrey Hale

Department: Growth Management

FORMAL TITLE:
Expansion of the sale of beer, wine, and liquor for on-premises consumption to include outdoor consumption within the approved sidewalk café area for Martin & Weiss, LLC, doing business as Mutiny Bar Ocala, located at 46 South Magnolia Avenue, Suite B (Parcel 2853-046-009) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub, Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Martin & Weiss, LLC, doing business as (dba) Mutiny Bar Ocala, has applied for the expansion of the sale of beer, wine, and liquor for on-premises consumption to include outdoor consumption within the approved sidewalk café area at 46 South Magnolia Avenue, Suite B (Parcel 2853-046-009).

Applicant:	Martin & Weiss, LLC, dba, Mutiny Bar Ocala
Property Owner:	National Growth Partners LLC
Address:	46 South Magnolia Avenue, Suite B
Building area:	1800 square feet
Seats/employees:	40 seats / six employees
Required parking:	18 spaces
Provided parking:	Downtown Public Parking Available
Outside Sound:	No

- **Police Presence:** There have been 38 calls for service to this location in the past two years. Two were criminal in nature. Location report is attached.

  Pursuant to Section 6-33(c)(11) and (12) of the City of Ocala Code of Ordinances, staff reviewed the information provided by OPD and determined that the incidents were not related to the operation of the proposed establishment, did not occur at the subject restaurant, and did not involve the unlawful sale or service of alcoholic beverages at the establishment. Therefore, the arrest history does not adversely affect

staff's position regarding the request under the applicable code criteria.

- **Request:** The purpose of this request is for approval of the expansion of an existing State 4COP alcohol permit to allow the sale of beer, wine, and liquor for on-premises consumption to include outdoor consumption within the approved sidewalk café area for Martin & Weiss, LLC, (dba) Mutiny Bar Ocala. The proposed hours of operation are 2 p.m. - 2 a.m., Sunday-Monday. (*Code of Ordinances Section 6-5 limits the hours and times during which alcoholic and intoxicating beverages may be sold, consumed or served, or permitted to be served or consumed, in any place or on any premises defined as a business establishment as follows: for each day of the week except Sunday, between the hours of 7 a.m. and 2 a.m. the following days. On Sunday, Alcoholic beverages may be sold for consumption on the premises only, between the hours of 11 a.m. and 2 a.m. on Monday; and beer, ale, and wine may be sold in sealed containers for consumption off the premises only, between the hours of 7 a.m. on Sunday and 2 a.m. on Monday*.)

- **Staff Comments:** Comments were requested from Growth Management, Police, and Fire Departments, and legal review by the City Attorney. No comments or objections were received.

FINDINGS AND CONCLUSIONS: This request is for a provisional location permit, subject to the applicant satisfying the requirements of the City's Code of Ordinances Section 6-32(d) to obtain their appropriate state-issued license.

Proximity to schools, churches, and daycare centers: None within a 500-foot radius.

Proximity to other Alcohol Beverage Establishments: Sixteen within a 500-foot radius.

- - **18 South Restaurant and Saloon**
- **Katya Vineyards**
- **Cantina Tex-Mex Tequila Bar**
- **Big Hammock Brewery & Bites**
- **Mellow Mushroom**
- **Ivy on the Square**
- **Barons Creek Vineyards**
- **Black Sheep on Broadway**
- **Brick City Southern Kitchen & Whiskey Bar**
- **O'Malley's Alley**
- **Mark's Prime Steakhouse**
- **District Bar & Kitchen**
- **The Lodge Ocala Pub & Eatery**
- **Tipsy Skipper**
- **Harry's Seafood, Bar & Grille**

-

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/26/2026

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

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

PRODUCER	CONTACT NAME: Ali Baxley	
Carey Insurance LLC 203 NE 8th Ave Ocala FL 34470	PHONE (A/C, No, Ext): (352) 732-0800	FAX (A/C, No): (352) 387-7910
	E-MAIL ADDRESS: ali@careycoverage.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : PENN-AMERICA INSURANCE GROUP	
INSURED Martin & Weiss LLC 46 S Magnolia Ave Unit A & B Ocala FL 34471	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PAV0442248	04/29/2025	04/29/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

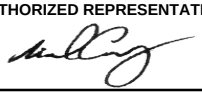
CERTIFICATE HOLDER

City of Ocala Growth Management
201 SE 3rd Street
Ocala FL 34471

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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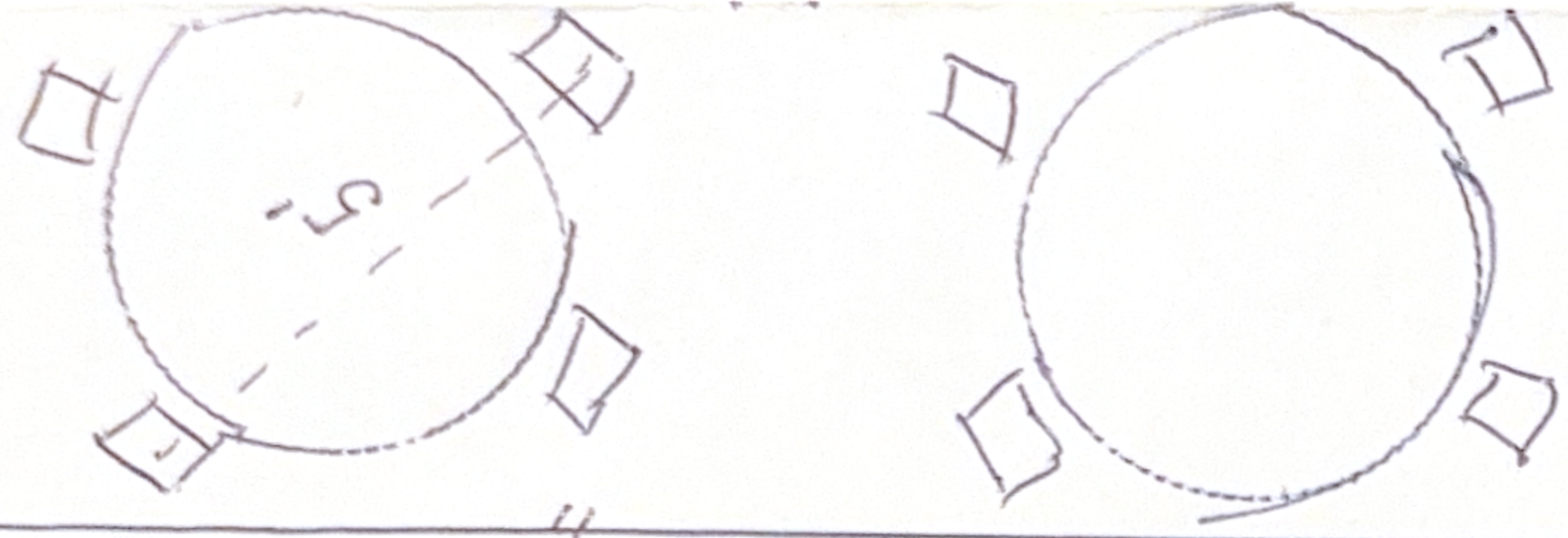
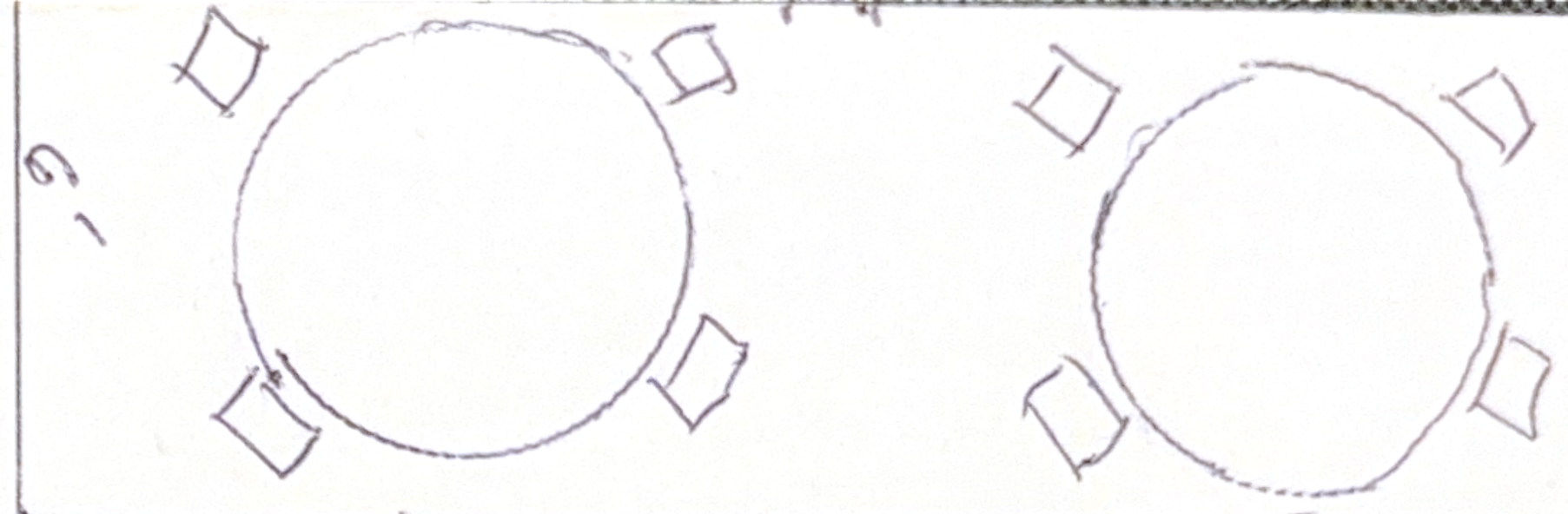


THE TIPSY SKIPPER" 48 S. MAGNOLIA AVE



"MUTINY" 46 S. MAGNOLIA AVE

15' SIDEWALK

S. MAGNOLIA AVE

Growth Management Department
201 SE 3rd Street, Second Floor
Ocala, FL 34471, Phone: (352) 629-8404
Email: gmd@ocalafl.org

License #_____
Date Received

APPLICATION FOR SIDEWALK CAFÉ

Administrative Review Fee- $100.00, which shall be credited toward the first-year permit fee should the application be approved. Sidewalk cafés shall only be permitted in the Form-based Code (FBC) zoning district.

NAME OF APPLICANT: BUCK MARTIN
TITLE: OWNER **ORGANIZATION:** MARTIN & WEISS LLC
ADDRESS OF APPLICANT: 3318 SE 3RD ST
CITY: OCALA **STATE:** FL **ZIP:** 34471
TEL #: (352) 817-9227 **FAX #:** _____ **Email:** BUCKMARTIN85@GMAIL.COM

BUSINESS NAME: THE TIPSY SKIPPER / MUTINY OCALA
BUSINESS ADDRESS: 46 S. MAGNOLIA AVE. UNIT A+B
CITY: OCALA **STATE:** FL **ZIP:** 34471
TEL #: (352) 817-9227 **FAX #:** _____

BUSINESS LOCATION: 46 + 48 S. MAGNOLIA AVE.
PARCEL NO: 2853-046-009 **CITY ZONE:** X
DAYS/HOURS OF OPERATION: SUN-SAT 2-2
Will alcohol be consumed at the sidewalk café? ☐ **Yes** ☑ **No** (If Yes, please note that an application for an Alcoholic Beverage Location Permit to allow on premise consumption of alcohol outside of an enclosed building must also be submitted for consideration by the Ocala City Council.)

PROPERTY OWNER: NATIONAL GROWTH PARTNERS LLC
ADDRESS: 11980 SE 22ND AVE RD
CITY: OCALA **STATE:** FL **ZIP:** 34480
TEL #: (352) 427-6907 **FAX #:** _____ **Email:** N/A

Application Materials required:

☐ Completed application form
☐ Application fee (Not needed until time of approval)
☐ A copy of a valid business license to operate a restaurant or a takeout food establishment adjacent to the sidewalk area which is the subject of the application
☐ A copy of a valid certificate of use for the building frontage adjacent to the sidewalk area which is the subject of the application
☐ A copy of current liability insurance. **Please note:** Prior to receiving the permit, the applicant shall provide to City proof of insurance and indemnification as required by Section 22-295, City of Ocala Code of Ordinances. For your convenience, the code section is copied below.
☐ A drawing, with a minimum scale of one-fourth inch equals one foot, showing the layout and dimensions of the existing sidewalk area and adjacent private property, proposed location, size and number of tables, chairs and umbrellas, location of doorways, location of trees, parking meters, sidewalk benches, trash receptacles, and any other sidewalk obstruction either existing or proposed within the pedestrian area
☐ Photographs, drawings or manufacturers' brochures fully describing the appearance of all proposed tables, chairs, umbrellas or other objects related to the sidewalk café
☐ Other information as requested by the City

(12) The permittee shall notify the director in writing when operation of the sidewalk café begins. The notice shall be delivered to the director within 24 hours of such commencement.
(13) Umbrellas provided for a sidewalk café must be anchored in a sufficient manner to remain stationary under windy conditions.
(14) **Alcoholic beverages:** No alcoholic beverages may be consumed at the sidewalk café unless the Ocala City Council has approved a permit and a state license has been issued authorizing consumption within the designated sidewalk café area.

REQUIRED SIGNATURES/AFFIRMATIONS:

I, Buck MARTIN, as OWNER of MARTIN & WEISS LLC being
Applicant's Name (PRINT) *Title* *Name of Organization*

first duly sworn, affirm and say that the information contained in this application is correct, that I have read the operation conditions listed above and agree to abide by the regulations of the City of Ocala.

Applicant's Signature

Notarization For Applicant's Signature

STATE OF Florida COUNTY OF Marion

The foregoing instrument was acknowledged before me this 25 day of March, 2026, by

Buck Martin, as Owner of Martin & Weiss LLC
Applicant's Name (PRINT) *Title* *Name of Organization*

who is personally known to me or who has produced _____ as identification and who did / did not take an oath.

ALEXIS S. BETTY, JR.
Notary Public
State of Florida
Comm# HH627032
Expires 1/8/2029

NOTARY PUBLIC

Commission No. HH627032
Commission Expires: 1/08/2029

****

FOR OFFICE USE ONLY

Zoning Classification _____ Verified on _____ by _____

Approved by: _____ (Official) on _____ (Date)

TOTAL FEES DUE _____

DATE RECEIVED: _____ BUSINESS LICENSE # _____

GROWTH MANAGEMENT DEPARTMENT
DEVELOPMENT SERVICES
201 SE 3rd Street, Second Floor, Ocala, FL 34471
Phone: (352) 629-8487
licensing@ocalafl.gov | www.ocalafl.gov

ALCOHOL PERMIT

- Public Hearing - **$350.00** for new location + **$50.00** Sign Deposit (Refundable after the council hearing and if sign is in the same condition as when posted.)

- Change of ownership/leaseholder - **$200.00**

1. Name of Applicant(s): Martin & Weiss, LLC
(Must be identical to applicant name provided on the State of Florida Alcohol Beverage License application made by the applicant pursuant to Florida Statute, §561.17. Any variation will automatically void any issued location permit.)

Address of Applicant(s): 3318 SE 3rd St

City Ocala State FL Zip Code 34471 Phone # 352-817-9227

Fax # _____ Email address buckmartin85@gmail.com

2. Form of Applicant Business: (Check one)
   - Florida corporation _____
   - Foreign corporation _____
   - Partnership _____
   - LLC X
   - Sole Proprietorship _____
   - Other: _____
   - (Specify type and State of organization) _____

3. Partners: (Names of all partners in partnership and percentage financial interest of each Partner) [Attach additional pages if necessary]

Buck Martin 100%

Revised 10/9/24

Permit No. _____

4. Corporate Officers: (Names of all corporate officers and shareholders and percentage financial interest of each shareholder of the outstanding corporate stock if a Florida or Foreign Corporation or LLC) {Shareholder information not required for publicly traded corporations} [Attach additional pages if necessary]

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

5. Name under which business will be conducted:
Mutiny Bar Ocala

6. Is there a business there now? Yes

If yes, name of business: Mutiny Bar Ocala

7. a. Location Address: 46 S Magnolia Ave Ste B

City Ocala State FL Zip Code 34471

. b. Parcel account number(s) [from tax roll]: _____

c. Section _____ Township _____ Range _____ Size of Property _____

d. Legal Description: (Please attach)

NOTE: It shall be the applicant's responsibility to provide the correct legal description for the subject property. The application will not be processed until a correct legal description is provided.

8. Business mailing address: 3318 SE 3rd St

City Ocala State FL Zip Code 34471 Phone # _____

Fax # _____ Email address buckmartin85@gmail.com

9. Hours of Operation: 4pm-12am

Permit No. _____

10. Permit use description:
- [x] on premises consumption/bar
- [ ] on premises consumption/restaurant
- [x] on premises consumption/outside enclosed building
- [ ] off premises consumption
- [ ] on and off premises consumption

11. State License Type (specify): 4COP

12. Property Owner: NATIONAL GROWTH PARTNERS LLC

Property owner's address: 11980 SE 22ND AVENUE RD

City OCALA State FL Zip Code 34480 Phone # _____

Fax # _____ Email address _____

13. The following items are required to complete this application, prior to advertisement (required for a public hearing in order to issue a location permit for profit special events):

a. If applicant is not the property owner, attach written consent from owner for application; also, if owner's name does not appear on the Marion County tax rolls, please attach a copy of the deed showing owner's title.

b. Business owner's signature notarized; also signature of agent, if applicable.

c. The appropriate fee in cash, Visa, MasterCard or check (Payable to the City of Ocala).

d. Must provide to the Planning & Zoning Division a copy of the vendor's state issued Alcoholic beverage license within a period of 90 days of alcohol permit approval or the alcohol permit will be automatically voided and of no legal effect.

e. A sketch or a drawing will need to be submitted that reflects the:
- Ingress/Egress to the building
- The number of parking spaces
- The building square foot

f. If on premise consumption:
- How many stools/seats will be provided in the establishment? 40
- What is the square footage of the building? 1800
- How many employees will you have on maximum shift? 6
- How many parking spaces are there? Street Parking

Permit No. _____

ATTENDANCE at the public hearing by the applicant or agent (as designated in writing) **IS MANDATORY**

I, BUCK MARTIN, being first duly sworn, affirm and say that I understand that my request will not be considered unless all the information required by this application is submitted. I further certify that all statements made in this application are true to the best of my knowledge and that any incorrect information will void the location permit, if issued.

Applicant, Business or Agent's Signature **(Must be actual applicant if sole proprietorship, partner if applicant is partnership or corporate Officer if applicant is corporation)**

BUCK MARTIN
Printed Name

3318 SE 3RD ST
Address

OCALA, FL, 34471
City, State, Zip Code

State of FLORIDA

County of MARION

The foregoing instrument was acknowledged before me by means of ☑ physical presence or

☐ online notarization, this 15, day of May, 2026,

by Buck Martin, as owner for

The Tipsy Skipper / Mutiny Ocala

Signature of Notary Public

Alexis S. Betty Jr.
Print/Type/Stamp Commissioned Name of Notary

Personally Known ☑ OR Produced Identification ☐

Type of Identification Produced _____

ALEXIS S. BETTY, JR.
Notary Public
State of Florida
Comm# HH627032
Expires 1/8/2029

Revised 10/9/24

Permit No. _____

INFORMATION REGARDING ALCOHOLIC BEVERAGE LOCATION PERMITS

When applying for a permit an applicant may seek more than one type of location permit for the same location, as described in the application form.

A location permit granted by the City may be granted to an individual, group of individuals or any legal entity recognized by the State of Florida, but any such permit granted shall not be transferable to another party or to a location other than that described in the original application.

A public hearing is required to be held by the city council for new location permits. If a location permit was issued after January 1, 2008, the building director may approve the request without the requirement for a public hearing.

The building director may approve or deny a location permit pursuant to Section 6-33(g):

(1) A bona fide nonprofit civic organization for on-premise consumption for a special event;
(2) An existing site with a location permit changing ownership;
(3) An existing site with a location permit changing the type of permit; or
(4) A former site with a location permit issued after January 1, 2008, seeking a new permit.

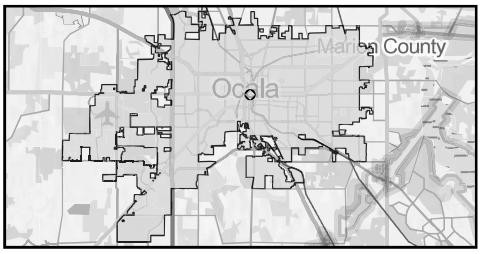
Applicants requesting on-premise consumption outside an enclosed building shall submit an application for a public hearing. A site plan must be submitted with the application and shall be reviewed by the building, planning and fire departments. The notice for the public hearing shall conform to the requirements as indicated in Section 3-25, paragraph (c). At the public hearing, the city council shall consider this request as a separate issue and shall be guided by the criteria listed below:

(1) The size and location of the portion of property to be used for outside consumption;
(2) Ingress/egress to the outside area;
(3) The proximity of the outside area to schools, churches, public recreation areas, public buildings and areas of public assembly, taking into consideration noise and light intrusion;
(4) The proximity of the outside area to established residential areas, taking into consideration noise and light intrusion;
(5) The proximity of the establishment to other establishments operating outside consumption;
(6) Hours of operation; and
(7) Screening and buffering.

Excessive or disturbing noise is a violation of Section 34-171 of the City's Code of Ordinances. The Ocala Police Department may terminate any event which is considered to be in violation of this code. A fine may be imposed for contravention of the noise regulation.

_____
Signature

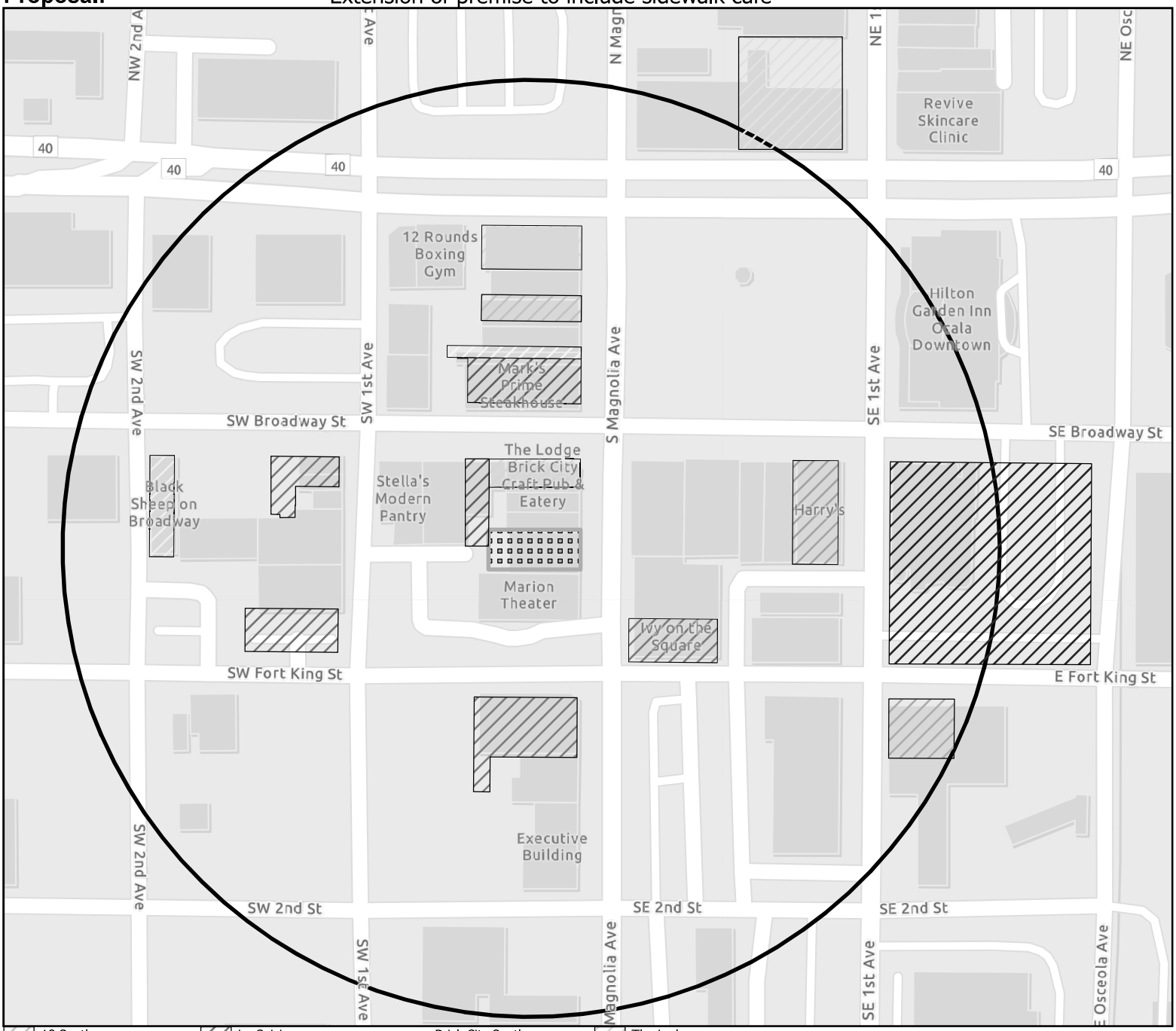
CASE MAP



Case Number: LIC-1002683

Parcel: 2853-046-009
Business Name: Mutiny

Property Size: Approximately 0.11 Acres
Land Use Designation: High Intensity/Central Core
Zoning: FBC, Form Based Code
Proposal: Extension of premise to include sidewalk café



18 South
Katya Vineyards
Cantina Tex Mex
Big Hammock
Mellow Mushroom
La Cuisine
Ivy on the Square
Barons Creek Vineyards
Black Sheep
Brick City Southern Kitchen
O'Malley's
Mark's Prime
District Bar
The Lodge
Harry's
Mutiny

0 165 330 660 Feet

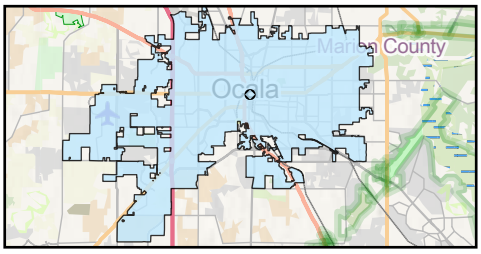
N

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 707 t
by ekrepps on 5/19/2026

CASE MAP



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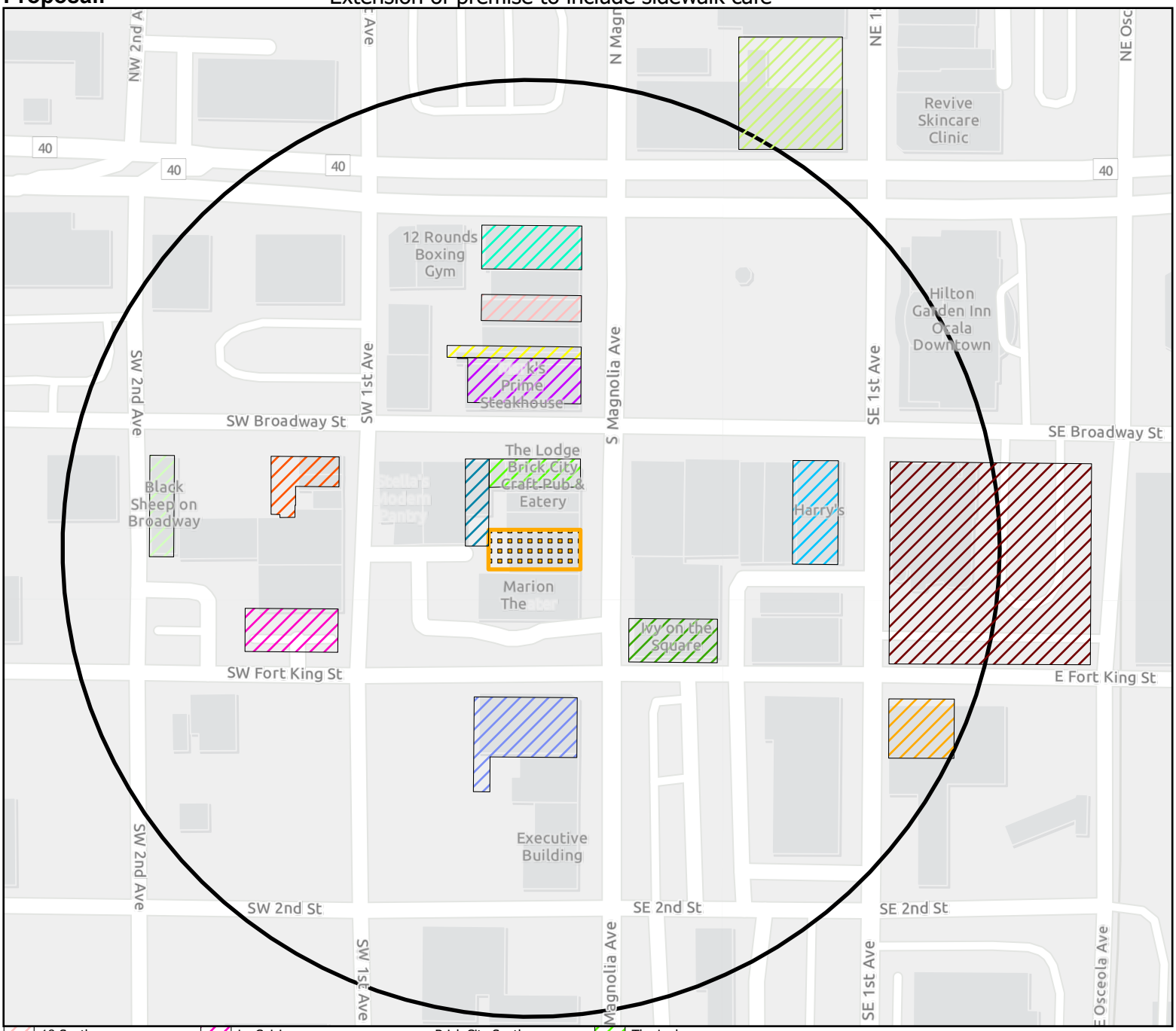

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Ocala Police Department
402 S. Pine Avenue
Ocala, FL 34471

Location Report

01/01/2024 to 05/19/2026

46 S Magnolia Ave

Incident #	Location		Date	Agency
Assist Other Agency				
202400163297	46 S Magnolia Ave	Mutiny Bar	12/11/2024	OPD
Total for Type	**1**			
Battery				
202500016252	46 S Magnolia Ave	Mutiny Bar	02/03/2025	OPD
Total for Type	**1**			
Citizen Assist				
202400138686	46 S Magnolia Ave	Mutiny Bar	10/18/2024	OPD
Total for Type	**1**			
Department Info				
202500036189	46 S Magnolia Ave	Mutiny Bar	03/13/2025	OPD
202600001002	46 S Magnolia Ave	Mutiny Bar	01/02/2026	OPD
Total for Type	**2**			
Disturbance				
202600025047	46 S Magnolia Ave	Mutiny Bar	02/14/2026	OPD
202400072011	46 S Magnolia Ave	Mutiny Bar	06/01/2024	OPD
Total for Type	**2**			
Field Interrogation Rpt				
202400138726	46 S Magnolia Ave	Mutiny Bar	10/18/2024	OPD
Total for Type	**1**			
Marchman Act				
202600070520	46 S Magnolia Ave	Mutiny Bar	05/05/2026	OPD
Total for Type	**1**			
Park & Walk				
202500001023	46 S Magnolia Ave	Mutiny Bar	01/02/2025	OPD
Total for Type	**1**			
Petit Theft Other				
202600025756	46 S Magnolia Ave	Mutiny Bar	02/15/2026	OPD
Total for Type	**1**			
Security Duty				
202400162537	46 S Magnolia Ave	Mutiny Bar	12/10/2024	OPD
202600025456	46 S Magnolia Ave	Mutiny Bar	02/15/2026	OPD
202500076139	46 S Magnolia Ave	Mutiny Bar	05/21/2025	OPD
202500082372	46 S Magnolia Ave	Mutiny Bar	06/02/2025	OPD
202400058210	46 S Magnolia Ave	Mutiny Bar	05/01/2024	OPD
202400061503	46 S Magnolia Ave	Mutiny Bar	05/08/2024	OPD
202500027231	46 S Magnolia Ave	Mutiny Bar	02/24/2025	OPD
202500032669	46 S Magnolia Ave	Mutiny Bar	03/06/2025	OPD
202500034490	46 S Magnolia Ave	Mutiny Bar	03/10/2025	OPD
202400143592	46 S Magnolia Ave	Mutiny Bar	10/29/2024	OPD
202400147599	46 S Magnolia Ave	Mutiny Bar	11/07/2024	OPD
202400149127	46 S Magnolia Ave	Mutiny Bar	11/11/2024	OPD
202400124457	46 S Magnolia Ave	Mutiny Bar	09/20/2024	OPD
202400127207	46 S Magnolia Ave	Mutiny Bar	09/26/2024	OPD
202400132627	46 S Magnolia Ave	Mutiny Bar	10/06/2024	OPD
202400138676	46 S Magnolia Ave	Mutiny Bar	10/18/2024	OPD

Incident #	Location		Date	Agency
202400151079	46 S Magnolia Ave	Mutiny Bar	11/15/2024	OPD
202400151476	46 S Magnolia Ave	Mutiny Bar	11/16/2024	OPD
202400151481	46 S Magnolia Ave	Mutiny Bar	11/16/2024	OPD
202400152002	46 S Magnolia Ave	Mutiny Bar	11/17/2024	OPD
202400153419	46 S Magnolia Ave	Mutiny Bar	11/20/2024	OPD
202400157891	46 S Magnolia Ave	Mutiny Bar	11/30/2024	OPD
202400159875	46 S Magnolia Ave	Mutiny Bar	12/04/2024	OPD
202600074130	46 S Magnolia Ave	Mutiny Bar	05/12/2026	OPD
Total for Type	**24**			
Trespass Warning				
202400161484	46 S Magnolia Ave	Mutiny Bar	12/08/2024	OPD
202400149452	46 S Magnolia Ave	Mutiny Bar	11/11/2024	OPD
202500091242	46 S Magnolia Ave	Mutiny Bar	06/17/2025	OPD
Total for Type	**3**			
Total Calls for Service		**38**		

File #: 2026-0812 Agenda Item #: 10a.

Submitted By: Samuel Grant

Presentation By: Sean Lanier

Department: Engineering

STAFF RECOMMENDATION (Motion Ready):
One-year renewal of the agreement with C.W. Roberts Contracting, Inc., for Transportation Rehabilitation Improvement Program projects with an aggregate expenditure amount not to exceed $6,000,000

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

PROOF OF PUBLICATION:
N/A

BACKGROUND:
On May 2, 2023, the City Council (Council) approved Contract No. CIP/230266 with C.W. Roberts Contracting, Inc. (CWR), for Transportation Rehabilitation Improvement Program (TRIP) projects for an initial term of two years with a maximum limiting amount not to exceed $5,000,000. Per the contract terms, two optional one-year renewals may be exercised, with a maximum 3 percent pricing increase at each renewal. The initial term expired on May 2, 2025.

On March 19, 2024, Council approved the First Amendment increasing the aggregate expenditure to $10,000,000.

On May 6, 2024, the City approved the Second Amendment modifying the Unit Pricing Schedule by adding lines to Exhibit B.

On April 15, 2025, Council approved the Third Amendment, including the first one-year renewal term with CWR for TRIP projects. This amendment stipulated an amount not to exceed $3,000,000 and contained a 3% increase to the unit pricing schedule.

FINDINGS AND CONCLUSIONS:
CWR has agreed to renew the contract for a second one-year term and has requested a 2.4 percent increase. If approved, the renewal will extend the contract to May 2, 2027.

CWR is a local contractor with excellent references. They have performed well on City projects and consistently produced high-quality work. Staff recommends approval of the second one-year renewal option of the contract.

FISCAL IMPACT:
Funding is available for Fiscal Year 2025-26 in account 120-020-255-541-54-46010 in the amount of $1,000,000. The remaining $5,000,000 will be appropriated in the upcoming fiscal year as needed.

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

FOURTH AMENDMENT TO CONSTRUCTION SERVICES AGREEMENT FOR TRANSPORTATION REHABILITATION IMPROVEMENT PROGRAM ("TRIP") PROJECTS

THIS FOURTH AMENDMENT TO CONSTRUCTION SERVICES AGREEMENT FOR TRANSPORTATION REHABILITATION IMPROVEMENT PROGRAM ("TRIP") ("Fourth 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 for the first of two available one-year renewal terms, and to revise the pricing schedule attached as Exhibit B – Amended Price Proposal; and

WHEREAS, City and Contractor now desire to amend the Original Agreement, as amended, to renew the Original Agreement for the second of two available one-year renewals, and to further revise the pricing schedule.

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 Fourth 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 entirety, with the document attached to this Fourth Amendment as **Amended Exhibit B – Price Proposal**.
4. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one (1) year term commencing **MAY 3, 2026,** and ending **MAY 2, 2027**.

5. **COMPENSATION**. Contractor shall be paid a price not to exceed the maximum limiting amount of **SIX MILLION AND NO/100 DOLLARS ($6,000,000)** (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory performance of services.

6. **NOTICES.** All notices, certifications or communications required by this Fourth 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: Stuart Savoy 4208 CR 124-A Wildwood, Florida 34785 Phone: 352-330-2540 E-mail: ssavoy@cwrcontracting.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

6. **COUNTERPARTS.** This Fourth 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 Fourth Amendment. Further, a duplicate or copy of the Fourth Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Fourth Amendment for all purposes.

8. **LEGAL AUTHORITY**. Each person signing this Fourth Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Fourth 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 Fourth Amendment.

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

ATTEST: **CITY OF OCALA**

_____
Angel B. Jacobs
City Clerk

_____
Ire J Bethea Sr.
City Council President

Approved as to form and legality:

C.W. ROBERTS CONTRACTING, INC.

_____
William E. Sexton, Esq.
City Attorney

_____

By: _____
(Printed Name)

Title: _____
(Title)

Exhibit B - Amended Price Proposal

ITB# CIP/230266 Transportation Rehabilitation Improvement Program

BIDDER NAME	LOCATION
CW Roberts Contracting, Inc.	Wildwood, FL

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-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
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
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
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
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
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
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

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City Council
City of Ocala
110 SE Watula Ave.
Ocala, Fl. 34471

2/16/26

Reference: Contract CIP/230266

Subject: **Contract Renewal – CPI-Based Price Adjustment Determination**

C.W. Roberts Contracting does desire to renew this contract for an additional year with price increases outlined below as provided for by contract.

This letter is provided to formally interpret and apply the pricing adjustment provision contained in the contract, which states:

“Pricing increases shall not exceed the lesser of (i) the percentage increase reflected in the Consumer Price Index for All Urban Consumers, not seasonally adjusted, based upon the most recent 12-month period, or (ii) three percent (3%) annually.”

The Consumer Price Index for All Urban Consumers (CPI-U), Not Seasonally Adjusted, as published by the U.S. Bureau of Labor Statistics, increased by 2.4% over the 12 months ending January 2026.

Pursuant to the “lesser of” requirement in the contract provision, the allowable price adjustment must be determined by comparing:

- CPI-U (12-month change): 2.4%
- Contractual cap: 3.0%

C.W. Roberts Contracting, Inc. requests contract pricing adjustment as outlined above and documented by the attached Table 1, consumer price Index for All Urban Consumers.

Kristin Lentz
Digitally signed by Kristin Lentz
Date: 2026.01.27 14:16:46 -05'00'

Stuart Savoy
Vice President

CWR Contracting, Inc.

Economic News Release

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U. S. city average, by expenditure category

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, January 2026
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Dec. 2025	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Jan. 2025	Dec. 2025	Jan. 2026	Jan. 2025-Jan. 2026	Dec. 2025-Jan. 2026	Oct. 2025-Nov. 2025	Nov. 2025-Dec. 2025	Dec. 2025-Jan. 2026
All items	100.000	317.671	324.054	325.252	2.4	0.4	-	0.3	0.2
Food	13.698	335.517	343.795	345.165	2.9	0.4	-	0.7	0.2
Food at home	8.325	310.936	315.664	317.431	2.1	0.6	-	0.6	0.2
Cereals and bakery products	1.035	355.964	361.984	366.830	3.1	1.3	-	0.5	1.2
Meats, poultry, fish, and eggs	1.995	339.169	346.815	346.613	2.2	-0.1	-	-0.2	0.2
Dairy and related products(1)	0.758	272.038	268.951	271.185	-0.3	0.8	-	0.9	0.8
Fruits and vegetables	1.269	355.837	355.246	358.840	0.8	1.0	-	0.4	0.1
Nonalcoholic beverages and beverage materials	0.995	225.510	232.021	235.761	4.5	1.6	-	0.4	0.1
Other food at home	2.273	273.796	279.814	279.657	2.1	-0.1	-	1.4	-0.3
Food away from home(1)	5.373	375.532	389.889	390.471	4.0	0.1	-	0.7	0.1
Energy	6.383	273.045	274.131	272.668	-0.1	-0.5	-	0.3	-1.5
Energy commodities	3.120	283.278	269.403	262.636	-7.3	-2.5	-	-0.3	-3.3
Fuel oil	0.083	370.297	367.209	354.701	-4.2	-3.4	-	-0.8	-5.7
Motor fuel	2.981	276.532	262.906	256.211	-7.3	-2.5	-	-0.3	-3.2
Gasoline (all types)	2.895	275.527	261.466	254.887	-7.5	-2.5	2.7	-0.3	-3.2
Energy services	3.262	274.264	290.037	293.976	7.2	1.4	-	1.0	0.2
Electricity	2.489	281.888	295.121	299.731	6.3	1.6	-	0.2	-0.1
Utility (piped) gas service	0.773	246.117	268.415	270.302	9.8	0.7	-	3.7	1.0
All items less food and energy	79.919	323.842	330.506	331.950	2.5	0.4	-	0.2	0.3
Commodities less food and energy commodities	19.176	164.645	166.037	166.484	1.1	0.3	-	0.0	0.0
Apparel	2.368	128.464	128.122	130.685	1.7	2.0	-	0.3	0.3
New vehicles	3.838	178.008	178.034	178.668	0.4	0.4	0.2	0.0	0.1
Used cars and trucks	2.759	181.265	183.265	177.714	-2.0	-3.0	0.1	-0.9	-1.8
Medical care commodities(1)	1.489	417.214	418.532	418.270	0.3	-0.1	-	0.3	-0.1
Alcoholic beverages(1)	0.840	292.771	298.085	298.623	2.0	0.2	-	-0.1	0.2
Tobacco and smoking products(1)	0.445	1,592.421	1,693.007	1,727.752	8.5	2.1	-	-0.2	2.1
Services less energy services	60.744	425.619	436.025	438.161	2.9	0.5	-	0.3	0.4
Shelter	35.625	409.153	420.134	421.526	3.0	0.3	-	0.4	0.2
Rent of primary residence	7.840	429.506	440.667	441.718	2.8	0.2	-	0.3	0.2
Owners' equivalent rent of residences(2)	26.204	421.485	434.166	435.241	3.3	0.2	-	0.3	0.2
Medical care services	6.935	621.661	641.566	645.667	3.9	0.6	-	0.4	0.3
Physicians' services(1)	1.684	424.125	431.766	433.225	2.1	0.3	-	0.3	0.3
Hospital services(1)(3)	2.167	422.429	446.056	450.139	6.6	0.9	-	1.0	0.9
Transportation services	6.315	445.853	446.138	451.857	1.3	1.3	-	0.4	1.4

Footnotes
(1) Not seasonally adjusted.
(2) Indexes on a December 1982=100 base.
(3) Indexes on a December 1996=100 base.

NOTE: The Oct 2025 data values are not available due to the 2025 lapse in appropriations.

Expenditure category	Relative importance Dec. 2025	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Jan. 2025	Dec. 2025	Jan. 2026	Jan. 2025-Jan. 2026	Dec. 2025-Jan. 2026	Oct. 2025-Nov. 2025	Nov. 2025-Dec. 2025	Dec. 2025-Jan. 2026
Motor vehicle maintenance and repair(1)	1.039	419.417	439.752	440.175	4.9	0.1	-	-1.3	0.1
Motor vehicle insurance	2.754	887.651	892.879	892.491	0.5	0.0	-	-	-0.4
Airline fares	0.881	265.273	253.714	271.190	2.2	6.9	-	3.8	6.5

Footnotes
(1) Not seasonally adjusted.
(2) Indexes on a December 1982=100 base.
(3) Indexes on a December 1996=100 base.

NOTE: The Oct 2025 data values are not available due to the 2025 lapse in appropriations.

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Last Modified Date: February 13, 2026

U.S. BUREAU OF LABOR STATISTICS Consumer Price Index Office of Prices and Living Conditions Suitland Federal Center Floor 7 4600 Silver Hill Road Washington, DC 20212-0002

Telephone: 202-691-7000 www.bls.gov/CPI Contact CPI

Docusign Envelope ID: BC47D889-09B0-4CF1-ACD7-F84103FE798D

THIRD AMENDMENT TO CONSTRUCTION SERVICES AGREEMENT FOR TRANSPORTATION REHABILITATION IMPROVEMENT PROGRAM ("TRIP") PROJECTS

THIS THIRD AMENDMENT TO CONSTRUCTION SERVICES AGREEMENT FOR TRANSPORTATION REHABILITATION IMPROVEMENT PROGRAM ("TRIP") ("Third 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, City and Contractor now desire to renew the Original Agreement for the first of two available one-year renewal terms, with a 3% increase to the pricing schedule for the Renewal Term.

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 City and Contractor is hereby incorporated by reference as if set forth herein its entirety and remains in full force and effect except for those terms and conditions expressly amended by this Third Amendment.
3. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL**. The document attached to the Original Agreement as **Exhibit B – Price Proposal** is hereby deleted and replaced, in its entirety, with the document attached to this Third Amendment as **Exhibit B – Amended Price Proposal**.
4. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional (1) one-year term commencing **MAY 3, 2025,** and ending **MAY 2, 2026**. This Agreement may be renewed for **ONE (1)** additional **ONE (1) YEAR** period by written consent between City and Contractor.
5. **COMPENSATION.** City shall pay Contractor a price not to exceed **THREE MILLION AND NO/100 DOLLARS ($3,000,000)** (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory provision of services.
6. **NOTICES.** All notices, certifications or communications required by this Third 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: Stuart Savoy 4208 CR 124-A Wildwood, Florida 34785 Phone: 352-330-2540 E-mail: ssavoy@cwrcontracting.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

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

8. **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 Third Amendment. 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 Third Amendment for all purposes.

9. **LEGAL AUTHORITY**. Each person signing this Third Amendment 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 Third Amendment.

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

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IN WITNESS WHEREOF, the parties have executed this Third Amendment on 5/12/2025.

ATTEST:

Signed by: Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by: kristen Dreyer

Kristen Dreyer
City Council President

Approved as to form and legality:

Signed by: William E. Sexton, Esq.

William E. Sexton, Esq.
City Attorney

C.W. ROBERTS CONTRACTING, INC.

Signed by: Stuart Savoy

By: Stuart Savoy
(Printed Name)

Title: Vice-President
(Title)

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Exhibit B -Amended Price Proposal

ITB# CIP/230266 Transportation Rehabilitation Improvement Program

CONTRACTOR NAME	LOCATION
CW Roberts Contracting, Inc.	Wildwood, FL

ITEM	DESCRIPTION	UOM	UNIT COST
G-03	Project Sign	EA	$1,751.00
G-04	Emergency Call Out (24 Hours A Day)	HR	$2,060.00
G-05	Maintenance of Traffic (Used W/emergency call out ONLY)	DAY	$5,459.00
G-06-1	Silt Fence & Sediment Control (Installation and Removal)	LF	$8.24
G-06-2	Silt Fence & Sediment Control (Installation and Removal)	LF	$4.64
G-07	Tree Protection/ Construction Fence	LF	$16.48
G-08-1	Remove and Relocate Existing Mailboxes	EA	$283.25
G-08-2	New Mailbox (Furnish&install)	EA	$515.00
G-09	Clearing and Grubbing - LIGHT	SY	$66.95
G-10	Clearing and Grubbing - HEAVY	SY	$139.05
G-11-1	Excavation, General	CY	$61.80
G-11-2	Excavation, General	CY	$35.54
G-11-3	New Sidewalk Excavation	SY	$32.96
G-11-4	New Sidewalk Excavation	SY	$28.07
G-12-1	Backfill W/Off-site Material	CY	$98.88
G-12-2	Backfill W/Off-site Material	CY	$61.80
G-15-1	Finish Grading	SY	$17.00
G-15-2	Finish Grading	SY	$9.06
G-17-1	Remove and Replace Unsuitable Material	CY	$128.75
G-17-2	Remove and Replace Unsuitable Material	CY	$118.45
G-18-1	Stabilized subgrade	SY	$28.58
G-18-2	Stabilized subgrade	SY	$20.60
G-19-1	Limerock- New Material for Reworking Base	CY	$37.60
G-19-2	Limerock- New Material for Reworking Base	CY	$36.26
G-19-3	Limerock- 4" Base	SY	$36.05
G-19-4	Limerock- 4" Base	SY	$15.86
G-19-5	Limerock- 6" Base	SY	$43.26
G-19-6	Limerock- 6" Base	SY	$21.63
G-19-7	Limerock- 8" Base	SY	$51.50
G-19-8	Limerock- 8" Base	SY	$27.30
G-19-9	Limerock- 10" Base	SY	$52.53
G-19-10	Limerock- 10" Base	SY	$35.54
G-19-11	Limerock- 12" Base	SY	$62.32
G-19-12	Limerock- 12" Base	SY	$37.34
G-20-1	Temporary Construction Tracking Pad	LS	$2,884.00
G-20-2	No. 57 Stone	CY	$109.18
G-20-3	No. 57 Stone	CY	$103.00
G-21-1	Removal of Existing Concrete Sidewalks / Driveways	SY	$51.50
G-21-2	Removal of Existing Concrete Sidewalks / Driveways	SY	$40.94
G-22-1	Removal of Existing Concrete Curb & Gutter /or Traffic Separator	LF	$35.54
G-22-2	Removal of Existing Concrete Curb & Gutter /or Traffic Separator	LF	$25.24
G-23	Concrete Fill	CY	$370.80
G-24-1	Joint Sealer for Pavement and Structures: Hot Pour Crack Sealing	GAL	$61.80
G-24-2	Joint Sealer for Pavement and Structures: Hot Pour Crack Sealing	GAL	$56.65
G-25-1	Removal of Existing Asphalt Pavement	SY	$51.50
G-25-2	Removal of Existing Asphalt Pavement	SY	$36.05
G-26-1	Temporary Asphalt Millings	TN	$80.34
G-26-2	Temporary Asphalt Millings	TN	$51.50
G-27-1	Mill Existing Asphalt Pavement at 1" Depth	SY	$14.42
G-27-2	Mill Existing Asphalt Pavement at 1" Depth	SY	$5.59
G-27-3	Mill Existing Asphalt Pavement at 1.5" Depth	SY	$14.57
G-27-4	Mill Existing Asphalt Pavement at 1.5" Depth	SY	$6.08
G-27-5	Mill Existing Asphalt Pavement at 2" Depth	SY	$14.68
G-27-6	Mill Existing Asphalt Pavement at 2" Depth	SY	$6.18
G-28-1	Compacted Roadway Subbase	SY	$9.58
G-28-2	Compacted Roadway Subbase	SY	$5.41
G-29-1	Reclaimed Asphalt Pavement Base (Reclaim 6" to 8")	SY	$19.93
G-29-2	Reclaimed Asphalt Pavement Base (Reclaim 6" to 8")	SY	$13.00
G-32-1	Miscellaneous Asphalt (25 ≤ tons)	TN	$576.80
G-32-2	Asphalt Berms, Speed Bumps & Curbs	TN	$298.70
G-32-3	Asphalt Leveling Superpave 9.5	TN	$203.43

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ITEM	DESCRIPTION	UOM	UNIT COST
G-32-4	Asphalt Pavement Superpave - 9.5	TN	$236.90
G-32-5	Asphalt Pavement Superpave - 9.5	TN	$196.73
G-32-6	Asphalt Pavement Superpave - 9.5	TN	$168.92
G-32-7	Asphalt Pavement FC 9.5 w/Poly	TN	$262.65
G-32-8	Asphalt Pavement FC 9.5 w/Poly	TN	$214.24
G-32-9	Asphalt Pavement FC 9.5 w/Poly	TN	$195.70
G-32-10	Asphalt Pavement Superpave - 12.5	TN	$231.75
G-32-11	Asphalt Pavement Superpave - 12.5	TN	$194.67
G-32-12	Asphalt Pavement Superpave - 12.5	TN	$167.89
G-33-1	Roadway Guardrail	LF	$51.50
G-33-2	Roadway Guardrail - End treatment (Approach)	EA	$2,369.00
G-34-1	Object Marker, Type 1	EA	$257.50
G-34-2	Object Marker, Type 2	EA	$185.40
G-34-3	Object Marker, Type 3	EA	$257.50
G-34-4	Object Marker, Type 4	EA	$391.40
G-35-1	Delineator, Flexible Tubular	EA	$128.75
G-35-2	Delineator, non-Flexible	EA	$103.00
G-35-3	Delineator, Flexible High Visibility Median	EA	$257.50
G-35-4	Delineator, Flexible High Performance	EA	$319.30
G-40	Pull and Junction Box, Furnish & Install	EA	$3,012.75
G-41	Pull and Junction Box, Install	EA	$1,802.50
G-42	Pull and Junction Box, relocate	EA	$1,802.50
G-43-1	Type C Stormwater Inlet, 0'-6'	EA	$7,004.00
G-43-2	Type C Stormwater Inlet, 6'-12'	EA	$15,450.00
G-43-3	Type C Stormwater Inlet, 12' - 18'	EA	$29,664.00
G-43-4	Type C Stormwater Inlet, 18' - 24'	EA	$63,860.00
G-43-5	Type D Storm water Inlet, 0'-6'	EA	$7,004.00
G-43-6	Type D Storm water Inlet, 6'- 12'	EA	$15,450.00
G-43-7	Type D Stormwater Inlet, 12'-18'	EA	$29,664.00
G-43-8	Type D Stormwater Inlet, 18' - 24'	EA	$63,860.00
G-43-9	Type 1 Stormwater Inlet, 0'- 6'	EA	$7,004.00
G-43-10	Type 1 Stormwater Inlet, 6'- 1 2'	EA	$15,450.00
G-43-11	Type 1 Stormwater Inlet, 12'-18'	EA	$29,664.00
G-43-12	Type 1 Stormwater Inlet, 18 ' - 24 '	EA	$63,860.00
G-43-13	Type 2 Stormwater inlet, 0'- 6'	EA	$7,004.00
G-43-14	Type 2 Stormwater inlet, 6' - 12'	EA	$15,450.00
G-43-15	Type 2 Stormwater inlet, 12' - 18'	EA	$29,664.00
G-43-16	Type 2 Stormwater inlet, 18' -24'	EA	$63,860.00
G-43-17	Type 4 Stormwater inlet, 0'- 6'	EA	$7,004.00
G-43-18	Type 4 Stormwater inlet, 6' - 12'	EA	$15,450.00
G-43-19	Type 4 Stormwater inlet, 12' - 18'	EA	$29,664.00
G-43-20	Type 4 Stormwater inlet, 18' -24'	EA	$63,860.00
G-43-21	Type 5 Stormwater inlet, 0'- 6'	EA	$7,004.00
G-43-22	Type 5 Stormwater inlet, 6' - 12'	EA	$15,450.00
G-43-23	Type 5 Stormwater inlet, 12' - 18'	EA	$29,664.00
G-43-24	Type 5 Stormwater inlet, 18' -24'	EA	$63,860.00
G-43-25	Type 6 Stormwater inlet, 0'- 6'	EA	$7,004.00
G-43-26	Type 6 Stormwater inlet, 6' - 12'	EA	$15,450.00
G-43-27	Type 6 Stormwater inlet, 12' - 18'	EA	$29,664.00
G-43-28	Type 6 Stormwater inlet, 18' -24'	EA	$63,860.00
G-43-29	Type 9 Stormwater inlet, 0'- 6'	EA	$7,004.00
G-43-30	Type 9 Stormwater inlet, 6' - 12'	EA	$15,450.00
G-43-31	Type 9 Stormwater inlet, 12' - 18'	EA	$29,664.00
G-43-32	Type 9 Stormwater inlet, 18' -24'	EA	$63,860.00
G-45	Stormwater Manhole Cover Adjustments	EA	$1,184.50
G-46-1	12" RCP Stormwater Pipe, 0 ' -6'	LF	$152.44
G-46-2	12" RCP Stormwater Pipe, 6'-12'	LF	$163.77
G-46-3	12" RCP Stormwater Pipe, 12'-18'	LF	$262.65
G-46-4	12" RCP Stormwater Pipe, 18'-24'	LF	$696.28
G-46-5	15" RCP Stormwater Pipe, 0 ' - 6'	LF	$152.44
G-46-6	15" RCP Stormwater Pipe, 6' -12'	LF	$163.77
G-46-7	15" RCP Stormwater Pipe, 1 2 ' - 18 '	LF	$262.65
G-46-8	15" RCP Stormwater Pipe, 18 ' - 24'	LF	$696.28
G-46-9	18" RCP Stormwater Pipe, 0'- 6'	LF	$166.86
G-46-10	18" RCP S Stormwater Pipe, 6'-12'	LF	$347.11
G-46-11	18" RCP Stormwater Pipe, 12' -18'	LF	$277.07
G-46-12	18" RCP Stormwater Pipe, 18' -24'	LF	$718.94
G-46-13	24" RCP Stormwater Pipe, 0'-6 '	LF	$198.79
G-46-14	24" RCP Stormwater Pipe, 6'-12'	LF	$210.12
G-46-15	24" RCP Stormwater Pipe, 12'-18'	LF	$309.00
G-46-16	24" RCP Stormwater Pipe, 18'-24'	LF	$762.20

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ITEM	DESCRIPTION	UOM	UNIT COST
G-46-17	30" RCP Stormwater Pipe, 0 '- 6'	LF	$246.17
G-46-18	30" RCP Stormwater Pipe, 6'-12'	LF	$302.82
G-46-19	30" RCP Stormwater Pipe, 12' -18'	LF	$375.95
G-46-20	30" RCP Stormwater Pipe, 18 '- 24'	LF	$819.88
G-46-21	36" RCP Stormwater Pipe, 0' - 6'	LF	$317.24
G-46-22	36" RCP Stormwater Pipe, 6'- 12'	LF	$385.22
G-46-23	36" RCP Stormwater Pipe, 1 2'-18 '	LF	$432.60
G-46-24	36" RCP Stormwater Pipe, 1 8 - 24'	LF	$885.80
G-46-25	42" RCP Stormwater Pipe, 0 ' -6'	LF	$432.60
G-46-26	42" RCP Stormwater Pipe, 6'-12'	LF	$469.68
G-46-27	42" RCP Stormwater Pipe, 12'-18'	LF	$626.24
G-46-28	42" RCP Stormwater Pipe, 1 8'-24'	LF	$1,019.70
G-46-29	48" RCP Stormwater Pipe, 0'-6'	LF	$572.68
G-46-30	48" RCP Stormwater Pipe, 6'-12'	LF	$657.14
G-46-31	48" RCP Stormwater Pipe, 12'-18'	LF	$780.74
G-46-32	48" RCP Stormwater Pipe, 18'-24'	LF	$1,081.50
G-46-33	12" X 1 8" ERCP Stormwater Pipe, 0'-6'	LF	$181.28
G-46-34	12" X 1 8" ERCP Stormwater Pipe, 6'-12'	LF	$192.61
G-46-35	12" X 1 8" ERCP Stormwater Pipe 1 2'-18'	LF	$291.49
G-46-36	12" X 18 " ERCP Stormwater Pipe, 18 '-24'	LF	$739.54
G-46-37	14" X 23" ERCP Stormwater Pipe, 0 '-6'	LF	$198.79
G-46-38	14" X 23" ERCP Stormwater Pipe, 6'-12'	LF	$210.12
G-46-39	14" X 23" ERCP Stormwater Pipe, 1 2'-18'	LF	$309.00
G-46-40	14" X 23" ERCP Stormwater Pipe, 18'-24'	LF	$761.17
G-46-41	19" X 30" ERCP Stormwater Pipe, 0'-6'	LF	$253.38
G-46-42	19" X 30" ERCP Stormwater Pipe, 6'-12'	LF	$264.71
G-46-43	19" X 30" ERCP Stormwater Pipe, 12'-18'	LF	$363.59
G-46-44	19" X 30" ERCP Stormwater Pipe, 18 '- 24'	LF	$829.15
G-46-45	24" X 38" ERCP Stormwater Pipe, 0'-6'	LF	$318.27
G-46-46	24" X 38" ERCP Stormwater Pipe, 6'-12'	LF	$355.35
G-46-47	24" X 38" ERCP Stormwater Pipe, 1 2'- 18'	LF	$441.87
G-46-48	24" X 38" ERCP Stormwater Pipe, 18' - 24'	LF	$923.91
G-46-49	29" X 45" ERCP Stormwater Pipe, 0'-6'	LF	$397.58
G-46-50	29" X 45" ERCP Stormwater Pipe, 6'-12'	LF	$441.87
G-46-51	29" X 45" ERCP Stormwater Pipe, 1 2'-18'	LF	$527.36
G-46-52	29" X 45" ERCP Stormwater Pipe, 18' - 24'	LF	$1,008.37
G-46-53	34" X 53" ERCP Stormwater Pipe, 0' - 6'	LF	$499.55
G-46-54	34" X 53" ERCP Stormwater Pipe, 6'- 12'	LF	$555.17
G-46-55	34" X 53" ERCP Stormwater Pipe, 1 2'-18'	LF	$634.48
G-46-56	34" X 53" ERCP Stormwater Pipe, 18' - 24'	LF	$1,148.45
G-46-57	Remove & Replace Existing 15" RCP Stormwater Pipe	LF	$226.60
G-46-58	Remove & Replace Existing 18" RCP Stormwater Pipe	LF	$252.35
G-46-59	12" CMP Stormwater Piper Pipe	LF	$191.58
G-46-60	15" CMP Stormwater Pipe	LF	$191.58
G-46-61	18" CMP Stormwater Pipe	LF	$204.97
G-46-62	Remove & Replace Existing 15" CMP Stormwater Pipe, 0' - 12'	LF	$234.84
G-46-63	Remove & Replace Existing 18" CMPStormwater Pipe, 0' -12'	LF	$248.23
G-47	Clean Existing storm Pipes	LF	$36.05
G-48	Clean Existing Inlets	EA	$3,012.75
G-49-1	12" Concrete Mitered End	EA	$1,725.25
G-49-2	15" Concrete Mitered End	EA	$1,725.25
G-49-3	18" Concrete Mitered End	EA	$1,895.20
G-49-4	24" Concrete Mitered End	EA	$2,497.75
G-49-5	30" Concrete Mitered End	EA	$5,150.00
G-49-6	36" Concrete Mitered End	EA	$6,695.00
G-49-7	42" Concrete Mitered End	EA	$7,786.80
G-49-8	48" Concrete Mitered End	EA	$9,991.00
G-50-1	Concrete Flume	SY	$178.19
G-50-2	Remove & Replace Concrete Flume	SY	$258.53
G-51	Underdrain	LF	$87.55
G-52	Construction Roadway Pre-Survey	HR	$206.00
G-53	As-built Survey	HR	$314.15
G-54-1	Pipe Handrail - Guiderail, Aluminum	LF	$113.30
G-54-2	Pedestrian / Bicycle, Railing, Aluminum Only, 42" Picket Rail	LF	$121.54
G-54-3	Pedestrian / Bicycle, Railing, Aluminum Only, 42" Type 1	LF	$126.69
G-54-4	Pipe Handrail, Aluminum	LF	$120.51
G-55-1	Bollard, 4 Inch	EA	$1,133.00
G-55-2	Bollard, 6 Inch	EA	$1,339.00
G-56-A-1	Concrete Curb , Type A	LF	$96.31
G-56-A-2	Concrete Curb , Type A	LF	$76.74
G-56-B-1	Concrete Curb, Type B	LF	$96.31

Docusign Envelope ID: BC47D889-09B0-4CF1-ACD7-F84103FE798D

ITEM	DESCRIPTION	UOM	UNIT COST
G-56-B-2	Concrete Curb, Type B	LF	$76.74
G-56-D-1	Concrete Curb, Type D	LF	$96.31
G-56-D-2	Concrete Curb, Type D	LF	$76.74
G-56-E-1	Concrete Curb Type E	LF	$103.00
G-56-E-2	Concrete Curb Type E	LF	$82.40
G-56-F-1	Concrete Curb Type F	LF	$103.00
G-56-F-2	Concrete Curb Type F	LF	$82.40
G-56-RA-1	Concrete Curb, Type RA	LF	$108.15
G-56-RA-2	Concrete Curb, Type RA	LF	$87.55
G-56-DR-1	Concrete Valley/Drop Curb & Gutter	LF	$100.43
G-56-DR-2	Concrete Valley/Drop Curb & Gutter	LF	$80.86
G-57	Concrete Valley/Drop Curb & Gutter Remove & Replace	LF	$83.95
G-58-1	4 inch concrete (3000 psi)	SY	$117.16
G-58-2	4 inch concrete (3000 psi)	SY	$103.00
G-58-3	4 inch concrete (4000 psi /with fiber)	SY	$120.25
G-58-4	4 inch concrete (4000 psi /with fiber)	SY	$106.09
G-58-5	6 inch concrete with fiber reinforced (3000 psi)	SY	$136.99
G-58-6	6 inch concrete with fiber reinforced (3000 psi)	SY	$120.25
G-58-7	6 inch concrete with fiber reinforced (4000 psi / with fiber)	SY	$140.85
G-58-8	6 inch concrete with fiber reinforced (4000 psi / with fiber)	SY	$125.66
G-58-9	6 inch concrete with rebar (3000 psi)	SY	$162.74
G-58-10	6 inch concrete with rebar (3000 psi)	SY	$144.20
G-58-11	8 inch concrete with fiber and/or rebar (engineers design dictates, 4000 psi)	SY	$267.80
G-58-12	8 inch concrete with fiber and/or rebar (engineers design dictates, 4000 psi)	SY	$180.25
G-58-13	4 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	$175.10
G-58-13-M	4 inch Concrete -w/ salt rock finish (3000 psi)	SY	$169.95
G-58-14	4 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	$139.05
G-58-14-M	4 inch Concrete -w/ salt rock finish (3000 psi)	SY	$133.90
G-58-15	6 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	$190.55
G-58-15-M	6 inch Concrete - w/ salt rock finish (3000 psi)	SY	$185.40
G-58-16	6 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	$144.20
G-58-16-M	6 inch Concrete - w/ salt rock finish (3000 psi)	SY	$139.05
G-58-17	Concrete Edge Beam	LF	$103.00
G-58-18	Miscellaneous Concrete	CY	$370.80
G-59	Patterned/Textured Pavement, Vehicular Areas for Crosswalk	SY	$399.64
G-60-1	Brick Paver Bands (furnish and install)	LF	$59.23
G-60-2	Architectural Brick (traffic rated, Furnish and install)	SY	$157.59
G-61-A	Concrete Curb Ramp (CR - A) with Detectable Warning Surface	EA	$2,472.00
G-61-B	Concrete Curb Ramp (CR - B) with Detectable Warning Surface	EA	$2,472.00
G-61-C	Concrete Curb Ramp (CR - C) with Detectable Warning Surface	EA	$2,549.25
G-61-D	Concrete Curb Ramp (CR - D) with Detectable Warning Surface	EA	$2,775.85
G-61-E	Concrete Curb Ramp (CR - E) with Detectable Warning Surface	EA	$2,163.00
G-61-F	Concrete Curb Ramp (CR - F) with Detectable Warning Surface	EA	$2,678.00
G-61-G	Concrete Curb Ramp (CR - G) with Detectable Warning Surface	EA	$2,703.75
G-61-L	Concrete Curb Ramp (CR - L) with Detectable Warning Surface	EA	$5,150.00
G-62	Detectable Warnings on Walking Surfaces (Retrofit)	SF	$39.14
G-63-1	Roof Drain Assembly, conduit	EA	$309.00
G-63-2	Roof Drain Assembly, Polylok	EA	$669.50
G-66	RIP RAP	CY	$614.91
G-67	Concrete Rubble 2' Thick	SY	$547.96
G-79-1	Seed and Mulch	SY	$2.06
G-79-2	Seed and Mulch	SY	$1.80
G-80-1	Sod - St. Augustine	SY	$15.97
G-80-2	Sod - St. Augustine	SY	$12.88
G-80-3	Sod – Bahia	SY	$10.30
G-80-4	Sod – Bahia	SY	$7.73
G-88-1	Inductive Loop Detector Type A w/Homerun	EA	$3,605.00
G-88-2	Inductive Loop Detector Type B w/Homerun	EA	$3,012.75
G-88-3	Inductive Loop Detector Type F w/Homerun	EA	$4,120.00
G-89	Traffic Control Sign Assembly	EA	$1,205.10
G-90	Traffic Control Sign Assembly Removal & Relocation	EA	$298.70
G-91-1	Raised Retro-Reflective Pavement Markers & Bituminous Adhesive	EA	$8.70
G-91-2	Raised Retro-Reflective Pavement Markers & Bituminous Adhesive	EA	$8.09
G-92-1	Standard Wheel Stops	EA	$103.00
G-92-2	Standard Wheel Stops (remove and reinstall)	EA	$149.35
G-93-1	Painted Pavement Markings, Standard, White, Solid, 6"	LF	$1.70
G-93-2	Painted Pavement Markings, Standard, White, Solid, 6"	LF	$0.98
G-93-3	Painted Pavement Markings, Standard, White, Solid, 24"	LF	$3.04
G-93-4	Painted Pavement Markings, Standard, White, Solid, 24"	LF	$2.37
G-93-5	Painted Pavement Markings, Standard, White , Solid, 12"	LF	$3.04
G-93-6	Painted Pavement Markings, Standard, White , Solid, 12"	LF	$1.70

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ITEM	DESCRIPTION	UOM	UNIT COST
G-93-7	Temporary Skip Stripe 6" Wide 10-30- Yellow or White (gross)	GLF	$0.67
G-93-8	Temporary Skip Stripe 6" Wide 10-30- Yellow or White (gross)	GLF	$0.57
G-93-9	Painted Pavement Markings, Standard, White, Dotted/Guideline, 6-10 Gap Extension, 6"	GLF	$0.67
G-93-10	Painted Pavement Markings, Standard, White, Dotted/Guideline, 6-10 Gap Extension, 6"	GLF	$0.57
G-93-11	Painted Pavement Markings, Standard, Solid 6" Double Yellow Stripe	LF	$1.70
G-93-12	Painted Pavement Markings, Standard, Solid 6" Double Yellow Stripe	LF	$1.13
G-93-13	Painted Pavement Markings, Standard, Solid 6" Yellow Stripe	LF	$1.03
G-93-14	Painted Pavement Markings, Standard, Solid 6" Yellow Stripe	LF	$0.72
G-93-15	Painted Pavement Markings, Standard, Solid 18" Stripe	LF	$3.04
G-93-16	Painted Pavement Markings, Standard, Solid 18" Stripe	LF	$2.37
G-93-17	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 2'- 4' Gap Extension, 6"	GLF	$0.67
G-93-18	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 2'- 4' Gap Extension, 6"	GLF	$0.57
G-93-19	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 6-10 Gap Extension, 6"	GLF	$0.67
G-93-20	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 6-10 Gap Extension, 6"	GLF	$0.57
G-93-21	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 2 - 2' Dotted, Extension, 12"	GLF	$0.98
G-93-22	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 2 - 2' Dotted, Extension, 12"	GLF	$0.88
G-93-23	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 3'- 9', Dotted, Extension, 6"	GLF	$0.67
G-93-24	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 3'- 9', Dotted, Extension, 6"	GLF	$0.57
G-94-1	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 6" Stripe	LF	$2.37
G-94-2	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 6" Stripe	LF	$1.80
G-94-3	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 12" Stripe	LF	$7.16
G-94-4	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 12" Stripe	LF	$7.16
G-94-5	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 24" Stripe	LF	$14.42
G-94-6	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 24" Stripe	LF	$13.91
G-94-7	Thermoplastic Solid 6" Skip Stripe 10' x 30' Yellow or White (Gross)	GLF	$1.70
G-94-8	Thermoplastic Solid 6" Skip Stripe 10' x 30' Yellow or White (Gross)	GLF	$1.70
G-94-9	Thermoplastic Traffic Stripes and Markings, Standard, White, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	$1.70
G-94-10	Thermoplastic Traffic Stripes and Markings, Standard, White, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	$1.70
G-94-11	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 6" Double Yellow Stripe	LF	$4.44
G-94-12	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 6" Double Yellow Stripe	LF	$3.35
G-94-13	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 18" Stripe	LF	$11.28
G-94-14	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 18" Stripe	LF	$8.76
G-94-15	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 4' Gap Extension, 6"	GLF	$1.70
G-94-16	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 4' Gap Extension, 6"	GLF	$1.70
G-94-17	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 2' Gap Extension, 12"	GLF	$3.04
G-94-18	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 2' Gap Extension, 12"	GLF	$3.04
G-94-19	Thermoplastic Traffic Stripes and Markings, Yellow, Solid, 6"	LF	$2.37
G-94-20	Thermoplastic Traffic Stripes and Markings, Yellow, Solid, 6"	LF	$1.80
G-94-21	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	$1.70
G-94-22	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	$1.70
G-94-23	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/3'-9' Gap Extension, 6"	GLF	$1.70
G-94-24	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/3'-9' Gap Extension, 6"	GLF	$1.70
G-95-1	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "STOP"	EA	$272.95
G-95-2	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message " STOP AHEAD "	EA	$545.90
G-95-3	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Arrow	EA	$108.15
G-95-4	Thermoplastic Traffic Stripes and Markings, Standard, White, Yield Line Symbol	EA	$412.00
G-95-5	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "SCHOOL"	EA	$412.00
G-95-6	Thermoplastic Traffic Stripes and Markings, White, Message "R & R" Crossing	EA	$412.00
G-95-7	Thermoplastic Traffic Stripes and Markings, Standard , White, Message " Bus "	EA	$272.95
G-95-8	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "HANDICAP"	EA	$412.00
G-95-9	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "Bike symbol"	EA	$272.95
G-96-1	Painted Pavement Markings, Standard, White, Pavement Message "Stop Ahead"	EA	$206.00
G-96-2	Painted Pavement Markings, Standard, White, Pavement Message "Stop"	EA	$139.05
G-96-3	Painted Pavement Markings, Standard, White, White Direction Arrow	EA	$41.20
G-96-4	Painted Pavement Markings, Standard, White, Yield Line Symbol	EA	$41.20
G-96-5	Painted Pavement Markings, Standard, Pavement Message "School"	EA	$139.05
G-96-6	Painted Pavement Markings, Standard, White, "R & R" Crossing	EA	$139.05
G-96-7	Painted Pavement Markings, Standard, Yellow, Island Nose	LF	$4.44
G-96-8	Painted Pavement Markings, Standard, Pavement Message "BUS"	EA	$139.05
G-96-9	Painted Pavement Markings, Standard, White, Pavement Message "Handicap"	EA	$108.15
G-96-10	Painted Pavement Markings, Standard, White, Pavement Message "Bike Symbol"	EA	$82.92
G-99	Remove & Reinstall Speed Hump	EA	$9,270.00
G-100-1	Traffic Separator Concrete -TYPE I, 4' WIDE	LF	$107.12
G-100-2	Traffic Separator Concrete -TYPE I, 6' WIDE	LF	$164.80
G-100-3	Traffic Separator Concrete - TYPE I, 8.5' WIDE	LF	$208.58
G-100-4	Traffic Separator Concrete - TYPE II, 4' WIDE	LF	$124.12
G-100-5	Traffic Separator Concrete - TYPE II, 6' WIDE	LF	$165.32
G-100-6	Traffic Separator Concrete - TYPE II, 8.5' WIDE	LF	$208.58
G-100-7	Traffic Separator Concrete - TYPE IV, 4' WIDE	LF	$124.12
G-100-8	Traffic Separator Concrete - TYPE IV, 6' WIDE	LF	$165.32
G-100-9	Traffic Separator Concrete - TYPE IV, 8.5' WIDE	LF	$208.58
G-100-10	Traffic Separator Concrete - TYPE V, 4' WIDE	LF	$124.12
G-100-11	Traffic Separator Concrete - TYPE V, 6' WIDE	LF	$144.20
G-105	Remove Stripe / Pavement / Message (Grind or Waterblast)	SF	$15.45
G-107	Decorative Stamp installed in concrete finish (City provides stamp)	EA	$51.50
G-108-1	1" SCDH 40 PVC, Conduit, Furnish & Install	LF	$13.08
G-108-2	2" SCDH 40 PVC, Conduit, Furnish & Install	LF	$15.97

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ITEM	DESCRIPTION	UOM	UNIT COST
G-108-3	3" SCDH 40 PVC, Conduit, Furnish & Install	LF	$22.66
G-108-4	4" SCDH 40 PVC, Conduit, Furnish & Install	LF	$26.78
G-108-5	6" SCDH 40 PVC, Conduit, Furnish & Install	LF	$51.50
W-18-1	Directional Bore - 1" PVC PIPE	LF	$30.90
W-18-2	Directional Bore - 2" PVC PIPE	LF	$51.50
W-18-3	Directional Bore - 3" PVC PIPE	LF	$82.40
W-18-4	Directional Bore - 4" PVC PIPE	LF	$113.30
W-18-5	Directional Bore - 6" PVC PIPE	LF	$100.94
W-18-6	Directional Bore - 2" HDPE PIPE	LF	$41.20
W-18-7	Directional Bore - 4" HDPE PIPE	LF	$77.25
W-18-8	Directional Bore - 6" HDPE PIPE	LF	$103.00
W-18-9	Directional Bore - 8" HDPE PIPE	LF	$175.10
W-18-10	Directional Bore - 10 " HDPE PIPE	LF	$257.50
W-18-11	Directional Bore - 12" HDPE PIPE	LF	$324.45
W-18-12	Directional Bore - 14" HDPE PIPE	LF	$422.30
W-18-13	Directional Bore - 16" HDPE PIPE	LF	$494.40
W-18-14	Directional Bore - 18" HDPE PIPE	LF	$618.00
W-20-1	Adjust Valve Box to Grade (Traffic rated metal riser ring)	EA	$721.00
W-20-2	Adjust Valve Box to Grade	EA	$566.50
W-20-3	Adjust Meter Box to Grade	EA	$463.50
S-04-1	Remove Existing 22" Ring & Cover & Replace W/24" Hinged R/C (Labor Only)	EA	$1,236.00
S-04-2	Remove Existing 32" Ring & Cover & Replace W/32" Hinged R/C (Labor Only)	EA	$1,467.75

Certificate Of Completion

Envelope Id: BC47D889-09B0-4CF1-ACD7-F84103FE798D
Status: Completed
Subject: Third Amendment to Construction Services Agreement for ("TRIP") Projects (CIP/230266)
Source Envelope:
Document Pages: 9
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
4/16/2025 11:43:39 AM
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
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: 65.132.107.122	Sent: 4/16/2025 11:45:55 AM Resent: 4/23/2025 1:56:08 PM Resent: 5/7/2025 8:56:59 AM Viewed: 5/7/2025 9:23:37 AM Signed: 5/7/2025 9:23:52 AM
Electronic Record and Signature Disclosure: Accepted: 5/7/2025 9:23:37 AM ID: 8a145b74-8b60-4805-9a69-a0f3974c02dc		
William E. Sexton, Esq. wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/7/2025 9:23:53 AM Viewed: 5/7/2025 9:36:05 AM Signed: 5/7/2025 9:36:52 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Kristen Dreyer kdreyer@ocalafl.gov Council President City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Kristen Dreyer 382728BFAF374FC... Signature Adoption: Pre-selected Style Using IP Address: 174.245.112.93 Signed using mobile	Sent: 5/7/2025 9:36:53 AM Viewed: 5/11/2025 10:51:25 PM Signed: 5/12/2025 11:30:52 AM
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: 5/12/2025 11:30:53 AM Viewed: 5/12/2025 11:59:10 AM Signed: 5/12/2025 11:59:23 AM
Electronic Record and Signature Disclosure: Accepted: 5/12/2025 11:59:10 AM ID: ca281d1e-1ac6-4761-a31f-9350896434ee		

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	4/16/2025 11:45:55 AM
Envelope Updated	Security Checked	5/7/2025 8:56:58 AM
Envelope Updated	Security Checked	5/7/2025 8:56:58 AM
Envelope Updated	Security Checked	5/7/2025 8:56:58 AM
Envelope Updated	Security Checked	5/7/2025 8:56:58 AM
Envelope Updated	Security Checked	5/7/2025 8:56:58 AM
Envelope Updated	Security Checked	5/7/2025 8:56:58 AM
Envelope Updated	Security Checked	5/7/2025 8:56:58 AM
Certified Delivered	Security Checked	5/12/2025 11:59:10 AM
Signing Complete	Security Checked	5/12/2025 11:59:23 AM
Completed	Security Checked	5/12/2025 11:59:23 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.

Item Details

File Number: 2025-0686

ID #:	2025-0686	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	10	**In Control:**	City Council
				File Created:	02/26/2025
Presented By: :				**Final Action:**	04/15/2025

rmal Title: Approve one one-year renewal of the agreement with C.W. Roberts Contracting, Inc., for Transportation Rehabilitation Improvement Program projects in an amount not to exceed $3,000,000

Internal Notes:

Target Meeting: 04/15/2025

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL - Amendment 3 - Renewal -Transporation Rehabilitation Improvement Program (CIP 230266), Contract renewal attachment, 3 percent Increase, Fully Executed- Amendment 2 - Agreement for Transportation Rehabilitation Improvement Program Projects (CIP 230266), Fully Executed - Amendment 1 - Construction Services Agreement for Transportation Rehabilitation Improvement Program Projects (CIP 230266), Council Report - 3-19-24 - TRIP Agreement - CW Roberts Contracting, Inc (CIP 230266), Fully Executed - Original Agreement - TRIP (CIP 230266), Council Report - 05-02-23- TRIP Agreement - CW Roberts Contracting, Inc (CIP 230266)

Enactment Number:

:ommendation:

Hearing Date:

Entered by: sgrant@ocalafl.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/15/2025	Approved				Pass

Action Text:

Notes: There being no discussion the motion carried by roll call vote.

Aye: 5 Pro Tem Bethea Sr, Council Member Hilty Sr, Council Member Mansfield, Council Member Musleh, and Council President Dreyer

Text of Legislative File 2025-0686

Submitted By: Samuel Grant
Presentation By: Sean Lanier
Department: Engineering

STAFF RECOMMENDATION (Motion Ready):
Approve one one-year renewal of the agreement with C.W. Roberts Contracting, Inc., for Transportation Rehabilitation Improvement Program projects in an amount not to exceed $3,000,000

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

PROOF OF PUBLICATION:
N/A

BACKGROUND:
On May 3, 2023, the City of Ocala (City) entered into Contract No. CIP/230266 with C.W. Contracting, Inc. (CWR) for annual Transportation Rehabilitation Improvement Program (TRIP) projects. The initial term of the contract was for two years and expires on May 2, 2025. Per the contract terms, two additional one-year renewals may be enacted with the possibility of a maximum 3 percent pricing increase at renewal.

FINDINGS AND CONCLUSIONS:
CWR has agreed to renew the contract for the first one-year renewal and requested the maximum increase of 3 percent. If approved, the renewal will extend the contract to May 2, 2026.

CWR is a local contractor with excellent references. They have performed well on City projects and consistently produced high-quality work. Therefore, staff recommends approval of the first one-year renewal option of the contract.

FISCAL IMPACT:
Funding is available for Fiscal Year 2024-25 and has been encumbered in account 091-020-255-541-54-46010 in the amount of $388,250 and 120-020-255-541-54-46010 in the amount of $131,490. Additional funds will be appropriated in the upcoming fiscal year as needed.

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

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SECOND AMENDMENT TO CONSTRUCTION SERVICES AGREEMENT FOR TRANSPORTATION REHABILITATION IMPROVEMENT PROGRAM ("TRIP") PROJECTS

THIS SECOND AMENDMENT TO CONSTRUCTION SERVICES AGREEMENT FOR TRANSPORTATION REHABILITATION IMPROVEMENT PROGRAM ("TRIP") PROJECTS ("Second Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **C.W. ROBERTS CONTRACTING, INC.**, a for-profit corporation duly organized in 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 from May 3, 2023 to May 2, 2025; and

WHEREAS, on April 4, 2024, City and Contractor entered into the First Amendment to Construction Services Agreement for Transportation Rehabilitation Improvement Program ("TRIP") Projects amending the total amount of compensation described in the Original Agreement; and

WHEREAS, City and Contractor now wish to add line items to the unit pricing schedule attached to the Original Agreement as Exhibit B – Price Proposal.

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 Second Amendment.
3. **AMENDMENT TO EXHIBIT B.** The document attached to the Original Agreement as **Exhibit B – Price Proposal** is hereby deleted and replaced in its entirety with **Amended Exhibit B – Price Proposal.**
4. **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 Contractor:

C.W. Roberts Contracting, Inc.
Attn: Paul Carlson
4208 CR 124-A
Wildwood, Florida 34785
Phone: 352-330-2540
E-mail: pcarlson@cwrcontracting.com

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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

5. **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.
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 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.
7. **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.]

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IN WITNESS WHEREOF, the parties have executed this Second Amendment on 5/6/2024.

ATTEST:

DocuSigned by:
Angel B. Jacobs
A8DB357408E54A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
Ken Whitehead
Assistant City Manager

Approved as to form and legality:

DocuSigned by:
William Sexton
B07DCFC4E86E429...
By: William Sexton
(Printed Name)
Title: City Attorney
(Title of Authorized Signatory)

C.W. ROBERTS CONTRACTING, INC.

DocuSigned by:
Stuart Savoy
88C66C672C2B455...
By: Stuart Savoy
(Printed Name)
Title: Vice-President
(Title of Authorized Signatory)

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Exhibit B - Price Proposal CONTRACT# CIP/230266

ITB# CIP/230266 Transportation Rehabilitation Improvement Program

CW Roberts Contracting, Inc.

ITEM	DESCRIPTION	UOM	UNIT COST
G-03	Project Sign	EA	$1,700.00
G-04	Emergency Call Out (24 Hours A Day)	HR	$2,000.00
G-05	Maintenance of Traffic (Used W/emergency call out ONLY)	DAY	$5,300.00
G-06-1	Silt Fence & Sediment Control (Installation and Removal)	LF	$8.00
G-06-2	Silt Fence & Sediment Control (Installation and Removal)	LF	$4.50
G-07	Tree Protection/ Construction Fence	LF	$16.00
G-08-1	Remove and Relocate Existing Mailboxes	EA	$275.00
G-08-2	New Mailbox (Furnish&install)	EA	$500.00
G-09	Clearing and Grubbing - LIGHT	SY	$65.00
G-10	Clearing and Grubbing - HEAVY	SY	$135.00
G-11-1	Excavation, General	CY	$60.00
G-11-2	Excavation, General	CY	$34.50
G-11-3	New Sidewalk Excavation	SY	$32.00
G-11-4	New Sidewalk Excavation	SY	$27.25
G-12-1	Backfill W/Off-site Material	CY	$96.00
G-12-2	Backfill W/Off-site Material	CY	$60.00
G-15-1	Finish Grading	SY	$16.50
G-15-2	Finish Grading	SY	$8.80
G-17-1	Remove and Replace Unsuitable Material	CY	$125.00
G-17-2	Remove and Replace Unsuitable Material	CY	$115.00
G-18-1	Stabilized subgrade	SY	$27.75
G-18-2	Stabilized subgrade	SY	$20.00
G-19-1	Limerock- New Material for Reworking Base	CY	$36.50
G-19-2	Limerock- New Material for Reworking Base	CY	$35.20
G-19-3	Limerock- 4" Base	SY	$35.00
G-19-4	Limerock- 4" Base	SY	$15.40
G-19-5	Limerock- 6" Base	SY	$42.00
G-19-6	Limerock- 6" Base	SY	$21.00
G-19-7	Limerock- 8" Base	SY	$50.00
G-19-8	Limerock- 8" Base	SY	$26.50
G-19-9	Limerock- 10" Base	SY	$51.00
G-19-10	Limerock- 10" Base	SY	$34.50
G-19-11	Limerock- 12" Base	SY	$60.50
G-19-12	Limerock- 12" Base	SY	$36.25
G-20-1	Temporary Construction Tracking Pad	LS	$2,800.00
G-20-2	No. 57 Stone	CY	$106.00
G-20-3	No. 57 Stone	CY	$100.00
G-21-1	Removal of Existing Concrete Sidewalks / Driveways	SY	$50.00
G-21-2	Removal of Existing Concrete Sidewalks / Driveways	SY	$39.75
G-22-1	Removal of Existing Concrete Curb & Gutter /or Traffic Separator	LF	$34.50
G-22-2	Removal of Existing Concrete Curb & Gutter /or Traffic Separator	LF	$24.50
G-23	Concrete Fill	CY	$360.00
G-24-1	Joint Sealer for Pavement and Structures: Hot Pour Crack Sealing	GAL	$60.00
G-24-2	Joint Sealer for Pavement and Structures: Hot Pour Crack Sealing	GAL	$55.00
G-25-1	Removal of Existing Asphalt Pavement	SY	$50.00
G-25-2	Removal of Existing Asphalt Pavement	SY	$35.00
G-26-1	Temporary Asphalt Millings	TN	$78.00
G-26-2	Temporary Asphalt Millings	TN	$50.00
G-27-1	Mill Existing Asphalt Pavement at 1" Depth	SY	$14.00
G-27-2	Mill Existing Asphalt Pavement at 1" Depth	SY	$5.43
G-27-3	Mill Existing Asphalt Pavement at 1.5" Depth	SY	$14.15
G-27-4	Mill Existing Asphalt Pavement at 1.5" Depth	SY	$5.90
G-27-5	Mill Existing Asphalt Pavement at 2" Depth	SY	$14.25
G-27-6	Mill Existing Asphalt Pavement at 2" Depth	SY	$6.00
G-28-1	Compacted Roadway Subbase	SY	$9.30
G-28-2	Compacted Roadway Subbase	SY	$5.25
G-29-1	Reclaimed Asphalt Pavement Base (Reclaim 6" to 8")	SY	$19.35
G-29-2	Reclaimed Asphalt Pavement Base (Reclaim 6" to 8")	SY	$12.62

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ITEM	DESCRIPTION	UOM	UNIT COST
G-32-1	Miscellaneous Asphalt (25 ≤ tons)	TN	$560.00
G-32-2	Asphalt Berms, Speed Bumps & Curbs	TN	$290.00
G-32-3	Asphalt Leveling Superpave 9.5	TN	$197.50
G-32-4	Asphalt Pavement Superpave - 9.5	TN	$230.00
G-32-5	Asphalt Pavement Superpave - 9.5	TN	$191.00
G-32-6	Asphalt Pavement Superpave - 9.5	TN	$164.00
G-32-7	Asphalt Pavement FC 9.5 w/Poly	TN	$255.00
G-32-8	Asphalt Pavement FC 9.5 w/Poly	TN	$208.00
G-32-9	Asphalt Pavement FC 9.5 w/Poly	TN	$190.00
G-32-10	Asphalt Pavement Superpave - 12.5	TN	$225.00
G-32-11	Asphalt Pavement Superpave - 12.5	TN	$189.00
G-32-12	Asphalt Pavement Superpave - 12.5	TN	$163.00
G-33-1	Roadway Guardrail	LF	$50.00
G-33-2	Roadway Guardrail - End treatment (Approach)	EA	$2,300.00
G-34-1	Object Marker, Type 1	EA	$250.00
G-34-2	Object Marker, Type 2	EA	$180.00
G-34-3	Object Marker, Type 3	EA	$250.00
G-34-4	Object Marker, Type 4	EA	$380.00
G-35-1	Delineator, Flexible Tubular	EA	$125.00
G-35-2	Delineator, non-Flexible	EA	$100.00
G-35-3	Delineator, Flexible High Visibility Median	EA	$250.00
G-35-4	Delineator, Flexible High Performance	EA	$310.00
G-40	Pull and Junction Box, Furnish & Install	EA	$2,925.00
G-41	Pull and Junction Box, Install	EA	$1,750.00
G-42	Pull and Junction Box, relocate	EA	$1,750.00
G-43-1	Type C Stormwater Inlet, 0'-6'	EA	$6,800.00
G-43-2	Type C Stormwater Inlet, 6'-12'	EA	$15,000.00
G-43-3	Type C Stormwater Inlet, 12' - 18'	EA	$28,800.00
G-43-4	Type C Stormwater Inlet, 18' - 24'	EA	$62,000.00
G-43-5	Type D Storm water Inlet, 0'-6'	EA	$6,800.00
G-43-6	Type D Storm water Inlet, 6'- 12'	EA	$15,000.00
G-43-7	Type D Stormwater Inlet, 12'-18'	EA	$28,800.00
G-43-8	Type D Stormwater Inlet, 18' - 24'	EA	$62,000.00
G-43-9	Type 1 Stormwater Inlet, 0'- 6'	EA	$6,800.00
G-43-10	Type 1 Stormwater Inlet, 6'- 1 2'	EA	$15,000.00
G-43-11	Type 1 Stormwater Inlet, 12'-18'	EA	$28,800.00
G-43-12	Type 1 Stormwater Inlet, 18 ' - 24 '	EA	$62,000.00
G-43-13	Type 2 Stormwater inlet, 0'- 6'	EA	$6,800.00
G-43-14	Type 2 Stormwater inlet, 6' - 12'	EA	$15,000.00
G-43-15	Type 2 Stormwater inlet, 12' - 18'	EA	$28,800.00
G-43-16	Type 2 Stormwater inlet, 18' -24'	EA	$62,000.00
G-43-17	Type 4 Stormwater inlet, 0'- 6'	EA	$6,800.00
G-43-18	Type 4 Stormwater inlet, 6' - 12'	EA	$15,000.00
G-43-19	Type 4 Stormwater inlet, 12' - 18'	EA	$28,800.00
G-43-20	Type 4 Stormwater inlet, 18' -24'	EA	$62,000.00
G-43-21	Type 5 Stormwater inlet, 0'- 6'	EA	$6,800.00
G-43-22	Type 5 Stormwater inlet, 6' - 12'	EA	$15,000.00
G-43-23	Type 5 Stormwater inlet, 12' - 18'	EA	$28,800.00
G-43-24	Type 5 Stormwater inlet, 18' -24'	EA	$62,000.00
G-43-25	Type 6 Stormwater inlet, 0'- 6'	EA	$6,800.00
G-43-26	Type 6 Stormwater inlet, 6' - 12'	EA	$15,000.00
G-43-27	Type 6 Stormwater inlet, 12' - 18'	EA	$28,800.00
G-43-28	Type 6 Stormwater inlet, 18' -24'	EA	$62,000.00
G-43-29	Type 9 Stormwater inlet, 0'- 6'	EA	$6,800.00
G-43-30	Type 9 Stormwater inlet, 6' - 12'	EA	$15,000.00
G-43-31	Type 9 Stormwater inlet, 12' - 18'	EA	$28,800.00
G-43-32	Type 9 Stormwater inlet, 18' -24'	EA	$62,000.00
G-45	Stormwater Manhole Cover Adjustments	EA	$1,150.00
G-46-1	12" RCP Stormwater Pipe, 0 ' -6'	LF	$148.00
G-46-2	12" RCP Stormwater Pipe, 6'-12'	LF	$159.00
G-46-3	12" RCP Stormwater Pipe, 12'-18'	LF	$255.00
G-46-4	12" RCP Stormwater Pipe, 18'-24'	LF	$676.00
G-46-5	15" RCP Stormwater Pipe, 0 ' - 6'	LF	$148.00
G-46-6	15" RCP Stormwater Pipe, 6' -12'	LF	$159.00
G-46-7	15" RCP Stormwater Pipe, 1 2 ' - 18 '	LF	$255.00
G-46-8	15" RCP Stormwater Pipe, 18 ' - 24'	LF	$676.00
G-46-9	18" RCP Stormwater Pipe, 0'- 6'	LF	$162.00
G-46-10	18" RCP S Stormwater Pipe, 6'-12'	LF	$337.00

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ITEM	DESCRIPTION	UOM	UNIT COST
G-46-11	18" RCP Stormwater Pipe, 12' -18'	LF	$269.00
G-46-12	18" RCP Stormwater Pipe, 18' -24'	LF	$698.00
G-46-13	24" RCP Stormwater Pipe, 0'-6 '	LF	$193.00
G-46-14	24" RCP Stormwater Pipe, 6'-12'	LF	$204.00
G-46-15	24" RCP Stormwater Pipe, 12'-18'	LF	$300.00
G-46-16	24" RCP Stormwater Pipe, 18'-24'	LF	$740.00
G-46-17	30" RCP Stormwater Pipe, 0 '- 6'	LF	$239.00
G-46-18	30" RCP Stormwater Pipe, 6'-12'	LF	$294.00
G-46-19	30" RCP Stormwater Pipe, 12' -18'	LF	$365.00
G-46-20	30" RCP Stormwater Pipe, 18 '- 24'	LF	$796.00
G-46-21	36" RCP Stormwater Pipe, 0' - 6'	LF	$308.00
G-46-22	36" RCP Stormwater Pipe, 6'- 12'	LF	$374.00
G-46-23	36" RCP Stormwater Pipe, 1 2'-18 '	LF	$420.00
G-46-24	36" RCP Stormwater Pipe, 1 8 - 24'	LF	$860.00
G-46-25	42" RCP Stormwater Pipe, 0 ' -6'	LF	$420.00
G-46-26	42" RCP Stormwater Pipe, 6'-12'	LF	$456.00
G-46-27	42" RCP Stormwater Pipe, 12'-18'	LF	$608.00
G-46-28	42" RCP Stormwater Pipe, 1 8'-24'	LF	$990.00
G-46-29	48" RCP Stormwater Pipe, 0'-6'	LF	$556.00
G-46-30	48" RCP Stormwater Pipe, 6'-12'	LF	$638.00
G-46-31	48" RCP Stormwater Pipe, 12'-18'	LF	$758.00
G-46-32	48" RCP Stormwater Pipe, 18'-24'	LF	$1,050.00
G-46-33	12" X 1 8" ERCP Stormwater Pipe, 0'-6'	LF	$176.00
G-46-34	12" X 1 8" ERCP Stormwater Pipe, 6'-12'	LF	$187.00
G-46-35	12" X 1 8" ERCP Stormwater Pipe 1 2'-18'	LF	$283.00
G-46-36	12" X 18 " ERCP Stormwater Pipe, 18 '-24'	LF	$718.00
G-46-37	14" X 23" ERCP Stormwater Pipe, 0 '-6'	LF	$193.00
G-46-38	14" X 23" ERCP Stormwater Pipe, 6'-12'	LF	$204.00
G-46-39	14" X 23" ERCP Stormwater Pipe, 1 2'-18'	LF	$300.00
G-46-40	14" X 23" ERCP Stormwater Pipe, 18'-24'	LF	$739.00
G-46-41	19" X 30" ERCP Stormwater Pipe, 0'-6'	LF	$246.00
G-46-42	19" X 30" ERCP Stormwater Pipe, 6'-12'	LF	$257.00
G-46-43	19" X 30" ERCP Stormwater Pipe, 12'-18'	LF	$353.00
G-46-44	19" X 30" ERCP Stormwater Pipe, 18 '- 24'	LF	$805.00
G-46-45	24" X 38" ERCP Stormwater Pipe, 0'-6'	LF	$309.00
G-46-46	24" X 38" ERCP Stormwater Pipe, 6'-12'	LF	$345.00
G-46-47	24" X 38" ERCP Stormwater Pipe, 1 2'- 18'	LF	$429.00
G-46-48	24" X 38" ERCP Stormwater Pipe, 18' - 24'	LF	$897.00
G-46-49	29" X 45" ERCP Stormwater Pipe, 0'-6'	LF	$386.00
G-46-50	29" X 45" ERCP Stormwater Pipe, 6'-12'	LF	$429.00
G-46-51	29" X 45" ERCP Stormwater Pipe, 1 2'-18'	LF	$512.00
G-46-52	29" X 45" ERCP Stormwater Pipe, 18' - 24'	LF	$979.00
G-46-53	34" X 53" ERCP Stormwater Pipe, 0' - 6'	LF	$485.00
G-46-54	34" X 53" ERCP Stormwater Pipe, 6'- 12'	LF	$539.00
G-46-55	34" X 53" ERCP Stormwater Pipe, 1 2'-18'	LF	$616.00
G-46-56	34" X 53" ERCP Stormwater Pipe, 18' - 24'	LF	$1,115.00
G-46-57	Remove & Replace Existing 15" RCP Stormwater Pipe	LF	$220.00
G-46-58	Remove & Replace Existing 18" RCP Stormwater Pipe	LF	$245.00
G-46-59	12" CMP Stormwater Piper Pipe	LF	$186.00
G-46-60	15" CMP Stormwater Pipe	LF	$186.00
G-46-61	18" CMP Stormwater Pipe	LF	$199.00
G-46-62	Remove & Replace Existing 15" CMP Stormwater Pipe, 0' - 12'	LF	$228.00
G-46-63	Remove & Replace Existing 18" CMPStormwater Pipe, 0' -12'	LF	$241.00
G-47	Clean Existing storm Pipes	LF	$35.00
G-48	Clean Existing Inlets	EA	$2,925.00
G-49-1	12" Concrete Mitered End	EA	$1,675.00
G-49-2	15" Concrete Mitered End	EA	$1,675.00
G-49-3	18" Concrete Mitered End	EA	$1,840.00
G-49-4	24" Concrete Mitered End	EA	$2,425.00
G-49-5	30" Concrete Mitered End	EA	$5,000.00
G-49-6	36" Concrete Mitered End	EA	$6,500.00
G-49-7	42" Concrete Mitered End	EA	$7,560.00
G-49-8	48" Concrete Mitered End	EA	$9,700.00
G-50-1	Concrete Flume	SY	$173.00
G-50-2	Remove & Replace Concrete Flume	SY	$251.00
G-51	Underdrain	LF	$85.00
G-52	Construction Roadway Pre-Survey	HR	$200.00
G-53	As-built Survey	HR	$305.00

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ITEM	DESCRIPTION	UOM	UNIT COST
G-54-1	Pipe Handrail - Guiderail, Aluminum	LF	$110.00
G-54-2	Pedestrian / Bicycle, Railing, Aluminum Only, 42" Picket Rail	LF	$118.00
G-54-3	Pedestrian / Bicycle, Railing, Aluminum Only, 42" Type 1	LF	$123.00
G-54-4	Pipe Handrail, Aluminum	LF	$117.00
G-55-1	Bollard, 4 Inch	EA	$1,100.00
G-55-2	Bollard, 6 Inch	EA	$1,300.00
G-56-A-1	Concrete Curb , Type A	LF	$93.50
G-56-A-2	Concrete Curb , Type A	LF	$74.50
G-56-B-1	Concrete Curb, Type B	LF	$93.50
G-56-B-2	Concrete Curb, Type B	LF	$74.50
G-56-D-1	Concrete Curb, Type D	LF	$93.50
G-56-D-2	Concrete Curb, Type D	LF	$74.50
G-56-E-1	Concrete Curb Type E	LF	$100.00
G-56-E-2	Concrete Curb Type E	LF	$80.00
G-56-F-1	Concrete Curb Type F	LF	$100.00
G-56-F-2	Concrete Curb Type F	LF	$80.00
G-56-RA-1	Concrete Curb, Type RA	LF	$105.00
G-56-RA-2	Concrete Curb, Type RA	LF	$85.00
G-56-DR-1	Concrete Valley/Drop Curb & Gutter	LF	$97.50
G-56-DR-2	Concrete Valley/Drop Curb & Gutter	LF	$78.50
G-57	Concrete Valley/Drop Curb & Gutter Remove & Replace	LF	$81.50
G-58-1	4 inch concrete (3000 psi)	SY	$113.75
G-58-2	4 inch concrete (3000 psi)	SY	$100.00
G-58-3	4 inch concrete (4000 psi /with fiber)	SY	$116.75
G-58-4	4 inch concrete (4000 psi /with fiber)	SY	$103.00
G-58-5	6 inch concrete with fiber reinforced (3000 psi)	SY	$133.00
G-58-6	6 inch concrete with fiber reinforced (3000 psi)	SY	$116.75
G-58-7	6 inch concrete with fiber reinforced (4000 psi / with fiber)	SY	$136.75
G-58-8	6 inch concrete with fiber reinforced (4000 psi / with fiber)	SY	$122.00
G-58-9	6 inch concrete with rebar (3000 psi)	SY	$158.00
G-58-10	6 inch concrete with rebar (3000 psi)	SY	$140.00
G-58-11	8 inch concrete with fiber and/or rebar (engineers design dictates, 4000 psi)	SY	$260.00
G-58-12	8 inch concrete with fiber and/or rebar (engineers design dictates, 4000 psi)	SY	$175.00
G-58-13	4 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	$170.00
G-58-13-M	4 inch Concrete -w/ salt rock finish (3000 psi)	SY	$165.00
G-58-14	4 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	$135.00
G-58-14-M	4 inch Concrete w/ salt rock finish (3000 psi)	SY	$130.00
G-58-15	6 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	$185.00
G-58-15-M	6 inch Concrete - w/ salt rock finish (3000 psi)	SY	$180.00
G-58-16	6 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	$140.00
G-58-16-M	6 inch Concrete - w/ salt rock finish (3000 psi)	SY	$135.00
G-58-17	Concrete Edge Beam	LF	$100.00
G-58-18	Miscellaneous Concrete	CY	$360.00
G-59	Patterned/Textured Pavement, Vehicular Areas for Crosswalk	SY	$388.00
G-60-1	Brick Paver Bands (furnish and install)	LF	$57.50
G-60-2	Architectural Brick (traffic rated, Furnish and install)	SY	$153.00
G-61-A	Concrete Curb Ramp (CR - A) with Detectable Warning Surface	EA	$2,400.00
G-61-B	Concrete Curb Ramp (CR - B) with Detectable Warning Surface	EA	$2,400.00
G-61-C	Concrete Curb Ramp (CR - C) with Detectable Warning Surface	EA	$2,475.00
G-61-D	Concrete Curb Ramp (CR - D) with Detectable Warning Surface	EA	$2,695.00
G-61-E	Concrete Curb Ramp (CR - E) with Detectable Warning Surface	EA	$2,100.00
G-61-F	Concrete Curb Ramp (CR - F) with Detectable Warning Surface	EA	$2,600.00
G-61-G	Concrete Curb Ramp (CR - G) with Detectable Warning Surface	EA	$2,625.00
G-61-L	Concrete Curb Ramp (CR - L) with Detectable Warning Surface	EA	$5,000.00
G-62	Detectable Warnings on Walking Surfaces (Retrofit)	SF	$38.00
G-63-1	Roof Drain Assembly, conduit	EA	$300.00
G-63-2	Roof Drain Assembly, Polylok	EA	$650.00
G-66	RIP RAP	CY	$597.00
G-67	Concrete Rubble 2' Thick	SY	$532.00
G-79-1	Seed and Mulch	SY	$2.00
G-79-2	Seed and Mulch	SY	$1.75
G-80-1	Sod - St. Augustine	SY	$15.50
G-80-2	Sod - St. Augustine	SY	$12.50
G-80-3	Sod – Bahia	SY	$10.00
G-80-4	Sod – Bahia	SY	$7.50
G-88-1	Inductive Loop Detector Type A w/Homerun	EA	$3,500.00
G-88-2	Inductive Loop Detector Type B w/Homerun	EA	$2,925.00
G-88-3	Inductive Loop Detector Type F w/Homerun	EA	$4,000.00

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ITEM	DESCRIPTION	UOM	UNIT COST
G-89	Traffic Control Sign Assembly	EA	$1,170.00
G-90	Traffic Control Sign Assembly Removal & Relocation	EA	$290.00
G-91-1	Raised Retro-Reflective Pavement Markers & Bituminous Adhesive	EA	$8.45
G-91-2	Raised Retro-Reflective Pavement Markers & Bituminous Adhesive	EA	$7.85
G-92-1	Standard Wheel Stops	EA	$100.00
G-92-2	Standard Wheel Stops (remove and reinstall)	EA	$145.00
G-93-1	Painted Pavement Markings, Standard, White, Solid, 6"	LF	$1.65
G-93-2	Painted Pavement Markings, Standard, White, Solid, 6"	LF	$0.95
G-93-3	Painted Pavement Markings, Standard, White, Solid, 24"	LF	$2.95
G-93-4	Painted Pavement Markings, Standard, White, Solid, 24"	LF	$2.30
G-93-5	Painted Pavement Markings, Standard, White , Solid, 12"	LF	$2.95
G-93-6	Painted Pavement Markings, Standard, White , Solid, 12"	LF	$1.65
G-93-7	Temporary Skip Stripe 6" Wide 10-30- Yellow or White (gross)	GLF	$0.65
G-93-8	Temporary Skip Stripe 6" Wide 10-30- Yellow or White (gross)	GLF	$0.55
G-93-9	Painted Pavement Markings, Standard, White, Dotted/Guideline, 6-10 Gap Extension, 6"	GLF	$0.65
G-93-10	Painted Pavement Markings, Standard, White, Dotted/Guideline, 6-10 Gap Extension, 6"	GLF	$0.55
G-93-11	Painted Pavement Markings, Standard, Solid 6" Double Yellow Stripe	LF	$1.65
G-93-12	Painted Pavement Markings, Standard, Solid 6" Double Yellow Stripe	LF	$1.10
G-93-13	Painted Pavement Markings, Standard, Solid 6" Yellow Stripe	LF	$1.00
G-93-14	Painted Pavement Markings, Standard, Solid 6" Yellow Stripe	LF	$0.70
G-93-15	Painted Pavement Markings, Standard, Solid 18" Stripe	LF	$2.95
G-93-16	Painted Pavement Markings, Standard, Solid 18" Stripe	LF	$2.30
G-93-17	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 2'- 4' Gap Extension, 6"	GLF	$0.65
G-93-18	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 2'- 4' Gap Extension, 6"	GLF	$0.55
G-93-19	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 6-10 Gap Extension, 6"	GLF	$0.65
G-93-20	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 6-10 Gap Extension, 6"	GLF	$0.55
G-93-21	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 2 - 2' Dotted, Extension, 12"	GLF	$0.95
G-93-22	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 2 - 2' Dotted, Extension, 12"	GLF	$0.85
G-93-23	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 3'- 9', Dotted, Extension, 6"	GLF	$0.65
G-93-24	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 3'- 9', Dotted, Extension, 6"	GLF	$0.55
G-94-1	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 6" Stripe	LF	$2.30
G-94-2	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 6" Stripe	LF	$1.75
G-94-3	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 12" Stripe	LF	$6.95
G-94-4	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 12" Stripe	LF	$6.95
G-94-5	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 24" Stripe	LF	$14.00
G-94-6	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 24" Stripe	LF	$13.50
G-94-7	Thermoplastic Solid 6" Skip Stripe 10' x 30' Yellow or White (Gross)	GLF	$1.65
G-94-8	Thermoplastic Solid 6" Skip Stripe 10' x 30' Yellow or White (Gross)	GLF	$1.65
G-94-9	Thermoplastic Traffic Stripes and Markings, Standard, White, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	$1.65
G-94-10	Thermoplastic Traffic Stripes and Markings, Standard, White, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	$1.65
G-94-11	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 6" Double Yellow Stripe	LF	$4.31
G-94-12	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 6" Double Yellow Stripe	LF	$3.25
G-94-13	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 18" Stripe	LF	$10.95
G-94-14	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 18" Stripe	LF	$8.50
G-94-15	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 4' Gap Extension, 6"	GLF	$1.65
G-94-16	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 4' Gap Extension, 6"	GLF	$1.65
G-94-17	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 2' Gap Extension, 12"	GLF	$2.95
G-94-18	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 2' Gap Extension, 12"	GLF	$2.95
G-94-19	Thermoplastic Traffic Stripes and Markings, Yellow, Solid, 6"	LF	$2.30
G-94-20	Thermoplastic Traffic Stripes and Markings, Yellow, Solid, 6"	LF	$1.75
G-94-21	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	$1.65
G-94-22	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	$1.65
G-94-23	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/3'-9' Gap Extension, 6"	GLF	$1.65
G-94-24	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/3'-9' Gap Extension, 6"	GLF	$1.65
G-95-1	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "STOP"	EA	$265.00
G-95-2	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message " STOP AHEAD "	EA	$530.00
G-95-3	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Arrow	EA	$105.00
G-95-4	Thermoplastic Traffic Stripes and Markings, Standard, White, Yield Line Symbol	EA	$400.00
G-95-5	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "SCHOOL"	EA	$400.00
G-95-6	Thermoplastic Traffic Stripes and Markings, White, Message "R & R" Crossing	EA	$400.00
G-95-7	Thermoplastic Traffic Stripes and Markings, Standard , White, Message " Bus "	EA	$265.00
G-95-8	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "HANDICAP"	EA	$400.00
G-95-9	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "Bike symbol"	EA	$265.00
G-96-1	Painted Pavement Markings, Standard, White, Pavement Message "Stop Ahead"	EA	$200.00
G-96-2	Painted Pavement Markings, Standard, White, Pavement Message "Stop"	EA	$135.00
G-96-3	Painted Pavement Markings, Standard, White, White Direction Arrow	EA	$40.00
G-96-4	Painted Pavement Markings, Standard, White, Yield Line Symbol	EA	$40.00
G-96-5	Painted Pavement Markings, Standard, Pavement Message "School"	EA	$135.00

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ITEM	DESCRIPTION	UOM	UNIT COST
G-96-6	Painted Pavement Markings, Standard, White, "R & R" Crossing	EA	$135.00
G-96-7	Painted Pavement Markings, Standard, Yellow, Island Nose	LF	$4.31
G-96-8	Painted Pavement Markings, Standard, Pavement Message "BUS"	EA	$135.00
G-96-9	Painted Pavement Markings, Standard, White, Pavement Message "Handicap"	EA	$105.00
G-96-10	Painted Pavement Markings, Standard, White, Pavement Message "Bike Symbol"	EA	$80.50
G-99	Remove & Reinstall Speed Hump	EA	$9,000.00
G-100-1	Traffic Separator Concrete -TYPE I, 4' WIDE	LF	$104.00
G-100-2	Traffic Separator Concrete -TYPE I, 6' WIDE	LF	$160.00
G-100-3	Traffic Separator Concrete - TYPE I, 8.5' WIDE	LF	$202.50
G-100-4	Traffic Separator Concrete - TYPE II, 4' WIDE	LF	$120.50
G-100-5	Traffic Separator Concrete - TYPE II, 6' WIDE	LF	$160.50
G-100-6	Traffic Separator Concrete - TYPE II, 8.5' WIDE	LF	$202.50
G-100-7	Traffic Separator Concrete - TYPE IV, 4' WIDE	LF	$120.50
G-100-8	Traffic Separator Concrete - TYPE IV, 6' WIDE	LF	$160.50
G-100-9	Traffic Separator Concrete - TYPE IV, 8.5' WIDE	LF	$202.50
G-100-10	Traffic Separator Concrete - TYPE V, 4' WIDE	LF	$120.50
G-100-11	Traffic Separator Concrete - TYPE V, 6' WIDE	LF	$140.00
G-105	Remove Stripe / Pavement / Message (Grind or Waterblast)	SF	$15.00
G-107	Decorative Stamp installed in concrete finish (City provides stamp)	EA	$50.00
G-108-1	1" SCDH 40 PVC, Conduit, Furnish & Install	LF	$12.70
G-108-2	2" SCDH 40 PVC, Conduit, Furnish & Install	LF	$15.50
G-108-3	3" SCDH 40 PVC, Conduit, Furnish & Install	LF	$22.00
G-108-4	4" SCDH 40 PVC, Conduit, Furnish & Install	LF	$26.00
G-108-5	6" SCDH 40 PVC, Conduit, Furnish & Install	LF	$50.00
W-18-1	Directional Bore - 1" PVC PIPE	LF	$30.00
W-18-2	Directional Bore - 2" PVC PIPE	LF	$50.00
W-18-3	Directional Bore - 3" PVC PIPE	LF	$80.00
W-18-4	Directional Bore - 4" PVC PIPE	LF	$110.00
W-18-5	Directional Bore - 6" PVC PIPE	LF	$98.00
W-18-6	Directional Bore - 2" HDPE PIPE	LF	$40.00
W-18-7	Directional Bore - 4" HDPE PIPE	LF	$75.00
W-18-8	Directional Bore - 6" HDPE PIPE	LF	$100.00
W-18-9	Directional Bore - 8" HDPE PIPE	LF	$170.00
W-18-10	Directional Bore - 10 " HDPE PIPE	LF	$250.00
W-18-11	Directional Bore - 12" HDPE PIPE	LF	$315.00
W-18-12	Directional Bore - 14" HDPE PIPE	LF	$410.00
W-18-13	Directional Bore - 16" HDPE PIPE	LF	$480.00
W-18-14	Directional Bore - 18" HDPE PIPE	LF	$600.00
W-20-1	Adjust Valve Box to Grade (Traffic rated metal riser ring)	EA	$700.00
W-20-2	Adjust Valve Box to Grade	EA	$550.00
W-20-3	Adjust Meter Box to Grade	EA	$450.00
S-04-1	Remove Existing 22" Ring & Cover & Replace W/24" Hinged R/C (Labor Only)	EA	$1,200.00
S-04-2	Remove Existing 32" Ring & Cover & Replace W/32" Hinged R/C (Labor Only)	EA	$1,425.00

DocuSign

Certificate Of Completion

Envelope Id: 2AAF4FCDA7CA4358A1AC62F98B09A1AC
Status: Completed
Subject: FOR SIGNATURE - Amendment 2 - "TRIP" Projects (CIP/230266)
Source Envelope:
Document Pages: 9
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
4/30/2024 3:48:06 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
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: 4/30/2024 3:51:11 PM Viewed: 4/30/2024 4:17:21 PM Signed: 4/30/2024 4:20:59 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: 4/30/2024 4:21:02 PM Viewed: 4/30/2024 10:17:26 PM Signed: 5/1/2024 8:43:19 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk 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: 5/1/2024 8:43:21 AM Viewed: 5/1/2024 8:59:16 AM Signed: 5/1/2024 8:59:37 AM
Electronic Record and Signature Disclosure: Accepted: 5/1/2024 8:59:16 AM ID: 521ea940-ef61-48cb-8ccb-76c3d7ba93d0		
Stuart Savoy ssavoy@cwrcontracting.com Vice-President Security Level: Email, Account Authentication (None)	DocuSigned by: Stuart Savoy 88C66C672C2B455... Signature Adoption: Pre-selected Style Using IP Address: 65.132.107.122	Sent: 5/1/2024 8:59:40 AM Viewed: 5/6/2024 8:40:04 AM Signed: 5/6/2024 8:48:11 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 5/6/2024 8:40:04 AM ID: 95682ef7-5a23-4b61-8037-f0cd40fa8465		

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	4/30/2024 3:51:12 PM
Certified Delivered	Security Checked	5/6/2024 8:40:04 AM
Signing Complete	Security Checked	5/6/2024 8:48:11 AM
Completed	Security Checked	5/6/2024 8:48:11 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 CONSTRUCTION SERVICES AGREEMENT FOR TRANSPORTATION REHABILITATION IMPROVEMENT PROGRAM ("TRIP") PROJECTS

THIS FIRST AMENDMENT TO CONSTRUCTION SERVICES AGREEMENT FOR TRANSPORTATION REHABILITATION IMPROVEMENT PROGRAM ("TRIP") PROJECTS ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **C.W. ROBERTS CONTRACTING, INC.**, a for-profit corporation duly organized in 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 from May 3, 2023 to May 2, 2025; and

WHEREAS, City and Contractor now desire to amend the total amount of compensation described 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 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 First Amendment.
3. **COMPENSATION.** City shall pay Contractor a maximum limiting amount not to exceed **TEN MILLION AND NO/100 DOLLARS ($10,000,000**) (the "Contract Sum") over the entire contract term as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents.
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:

C.W. Roberts Contracting, Inc.
Attn: Paul Carlson
4208 CR 124-A
Wildwood, Florida 34785
Phone: 352-330-2540
E-mail: pcarlson@cwrcontracting.com

DocuSign Envelope ID: 6A0041DC-D1EE-4AF2-9BB3-8C0792AD317C

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.org
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.org

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 original 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.]

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IN WITNESS WHEREOF, the parties have executed this First Amendment on 4/4/2024.

ATTEST:

DocuSigned by:
Angel B. Jacobs
A8DB357443B8E5A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Barry Mansfield
F50EA45AC2B44E7...
Barry Mansfield
City Council President

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E86E429...
By: William E. Sexton
(Printed Name)
Title: City Attorney
(Title of Authorized Signatory)

C.W. ROBERTS CONTRACTING, INC.

DocuSigned by:
Stuart Savoy
88C66C672C2B455...
By: Stuart Savoy
(Printed Name)
Title: Vice-President
(Title of Authorized Signatory)

DocuSign

Certificate Of Completion

Envelope Id: 6A0041DCD1EE4AF29BB38C0792AD317C
Status: Completed
Subject: SIGNATURE - Amendment 1 - Transportation Rehabilitation Improvement Program (CIP/230266)
Source Envelope:
Document Pages: 3
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
3/20/2024 3:12:39 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

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Pool: StateLocal

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

Signer Events	Signature	Timestamp
Stuart Savoy ssavoy@cwrcontracting.com Vice-President Security Level: Email, Account Authentication (None)	DocuSigned by: Stuart Savoy 88C66C672C2B455... Signature Adoption: Pre-selected Style Using IP Address: 65.132.107.122	Sent: 3/20/2024 3:15:21 PM Resent: 4/4/2024 9:36:12 AM Viewed: 4/4/2024 10:23:11 AM Signed: 4/4/2024 10:36:32 AM
Electronic Record and Signature Disclosure: Accepted: 4/4/2024 10:23:11 AM ID: e7fd28b1-2935-41d9-a6c8-ef2581760d96		
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: 4/4/2024 10:36:33 AM Viewed: 4/4/2024 3:30:35 PM Signed: 4/4/2024 3:30:40 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Barry Mansfield bmansfield@ocalafl.org Council President Pro Tem City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Barry Mansfield 550E4A5AC2B44F7... Signature Adoption: Pre-selected Style Using IP Address: 174.228.177.84 Signed using mobile	Sent: 4/4/2024 3:30:41 PM Viewed: 4/4/2024 5:12:52 PM Signed: 4/4/2024 5:12:59 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk 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: 4/4/2024 5:13:00 PM Viewed: 4/5/2024 9:10:37 AM Signed: 4/5/2024 9:10:52 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 4/5/2024 9:10:37 AM ID: 10d7f573-1c9c-41fe-a8a6-b75f3c84ab89		

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	3/20/2024 3:15:21 PM
Envelope Updated	Security Checked	3/25/2024 11:00:58 AM
Envelope Updated	Security Checked	3/25/2024 11:00:58 AM
Envelope Updated	Security Checked	4/4/2024 9:36:11 AM
Envelope Updated	Security Checked	4/4/2024 9:36:11 AM
Certified Delivered	Security Checked	4/5/2024 9:10:37 AM
Signing Complete	Security Checked	4/5/2024 9:10:52 AM
Completed	Security Checked	4/5/2024 9:10:52 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.

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- 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.

Item Details

File Number: 2024-0926

ID #:	2024-0926	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	8	**In Control:**	City Council
				File Created:	02/29/2024
Presented By: :				**Final Action:**	03/19/2024

rmal Title: Approve First Amendment to the Construction Services Agreement with C.W. Roberts Contracting, Inc. for the Transportation Rehabilitation Improvement Program increasing the aggregate expenditure to an amount not to exceed $10,000,000

Internal Notes:

Target Meeting: 03/19/2024

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL - Amendment 1 - Construction Services Agreement for Transportation Improvement Program Projects (CIP 230266), Fully Executed - CW Roberts Contracting, Inc. - TRIP (CIP 230266), 2023 Council Approval

Enactment Number:

:ommendation:

Hearing Date:

Entered by: pconstable@ocalafl.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/19/2024	Approved				Pass

Action Text:

Notes: City Engineer & Director of Water Resources Sean Lanier explained the bid process for a task order contract with Council President Mansfield. He confirmed the contract includes improvements for 31st and will look into adding SE 3rd Street to the list.

There being no further discussion the motion carried by roll call vote.

Aye: 5 Pro Tem Dreyer, Council Member Bethea Sr, Council Member Hilty Sr, Council Member Musleh, and Council President Mansfield

Text of Legislative File 2024-0926

Submitted By: Paul Constable
Presentation By: Sean Lanier
Department: Engineering

STAFF RECOMMENDATION (Motion Ready):
Approve First Amendment to the Construction Services Agreement with C.W. Roberts Contracting, Inc. for the Transportation Rehabilitation Improvement Program increasing the aggregate expenditure to an amount not to exceed $10,000,000

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

PROOF OF PUBLICATION:
N/A

BACKGROUND:
On May 8, 2023, the City of Ocala (City) and C.W. Roberts Contracting, Inc. (CWR) entered into the Construction Services Agreement for Transportation Rehabilitation Improvement Program (TRIP) (Contract No. CIP/230266) for a term of two years with an aggregate expenditure amount not to exceed $5,000,000.

During the first year of the initial contract term, the City increased its mill and overlay and road reclamation projects to be completed using the TRIP Program. These addditional projects, along with scheduled projects, have resulted in expenditures totaling $4,747,514 under Contract No. CIP/230266.

FINDINGS AND CONCLUSIONS:
CIP staff anticipates an additional $5,000,000 in expenditures under Contract No. CIP/230266 through May 2, 2025. This First Amendment will increase the maximum limiting amount to match the new anticipated spending level of $10,000,000.

FISCAL IMPACT:
Funding is available for FY2024 in account 091-020-255-541-54-46010 in the amount of $2,898,484 and 120-020-255-541-54-46010 in the amount of $843,420. Additional budgeted funds will be appropriated in the upcoming fiscal year as needed.

PROCUREMENT REVIEW:
These 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

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CONSTRUCTION SERVICES AGREEMENT FOR TRANSPORTATION REHABILITATION IMPROVEMENT PROGRAM ("TRIP") PROJECTS

THIS CONSTRUCTION SERVICES AGREEMENT FOR TRANSPORTATION REHABILITATION IMPROVEMENT PROGRAM ("TRIP") PROJECTS ("Agreement") 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").

R E C I T A L S :

WHEREAS, on February 23, 2023, City issued an Invitation to Bid ("ITB") for the provision of construction services related to the City's Transportation Rehabilitation Improvement Program ("TRIP") projects planned or requested by the City for the maintenance of highways, municipal roads, and rural roads within the City's rights-of-way, ITB No.: CIP/230266 (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, C.W. Roberts Contracting, Inc. was chosen as the intended awardee to provide construction services related to the City's Transportation Rehabilitation Improvement Program ("TRIP") projects planned or requested by the City for the maintenance of highways, municipal roads, and rural roads within the City's rights-of-way (the "Services"); and

WHEREAS, Contractor certifies that Contractor, and its subcontractors are qualified and possess the required licensure and skill to perform the work required for the Project.

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:

T E R M S O F A G R E E M E N T:

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: (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 bid submitted by Contractor 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-7)
   Exhibit B: Price Proposal (B-1 through B-6)
   Exhibit C: Standard Specifications for Sitework (C-1 through C-2)
   Exhibit D: Measurement and Payment (D-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

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following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C, then (4) Exhibit D.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. In the event of a conflict between this Agreement and the Solicitation Documents, this Agreement and all its Exhibits shall be given precedence to resolve any identified inconsistency. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **PROJECT SPECIFICATIONS.** Projects require the Contractor to have the following specifications and documents, which are incorporated by reference:
   A. **City of Ocala "Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure"** available at: https://www.ocalafl.org/home/showpublisheddocument/22736/638121592055800000
   B. **Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (MOST RECENT)** available at: http://www.fdot.gov/programmanagement/Implemented/SpecBooks/
   C. **Manual on Uniform Traffic Control Devices (MUTCD)**, available at: https://www.fdot.gov/traffic/trafficservices/mutcd.shtm
   D. **Commercial Conduit Rules and Regulations,** available for inspection and copying at: 1805 NE 30th Avenue, Building 400, Ocala, Florida 34470.

   Contractor shall have a copy of up-to-date shop drawings, plans, and bid documents located at the job sites at all times. In the event of a conflict between the individual Project Specifications regarding the scope of work to be performed, the specification with the more restrictive provision shall take precedence over the others.
5. **COMPENSATION.** City shall pay Contractor a maximum limiting amount not to exceed **FIVE MILLION AND NO/100 DOLLARS ($5,000,000)** (the "Contract Sum") over the entire contract term as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents, as follows:
   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 Contractor 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 Contractor and the basis for payment in the event project is suspended or abandoned.
   C. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. City will provide Contractor with an invoice cover sheet. Invoice cover sheets are required to be accurately completed and submitted with each invoice. Contractor shall submit the original invoice, no more than once

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monthly, through the responsible City Project Manager at: **City of Ocala Engineering & Water Resources Department, Capital Improvement Projects Division,** Attn: **Paul Constable**, Address: **1805 NE 30th Avenue, Bldg. 700, Ocala, Florida 34470**, E-Mail: **pconstable@ocalafl.org.**

D. **Payment of Invoices by City**. The City Project Manager shall 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. **Retainage.** City shall withhold an amount equal to **FIVE PERCENT (5%)** of each monthly progress payment as retainage to secure Contractor's full and faithful performance of its obligations under this Agreement (the "Retainage"). Contractor shall not be entitled to any interest received by City on Retainage. The Retainage shall be payable to Contractor, subject to the provisions of this subsection, upon satisfaction of the following conditions precedent: (1) confirmation from the City Project Manager that Contractor has satisfactorily completed all work in accordance with the provisions of the Agreement; and (2) receipt of the Consent of Surety of the recorded bond for final payment.

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 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.

G. **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.

H. **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.

I. **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.

6. **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. **Effective Date and Term.** This Agreement shall become effective and commence on **MAY 3, 2023** and continue through and including **MAY 2, 2025**. This Agreement may be renewed

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for up to **TWO (2)** additional **ONE YEAR (1-Year)** terms by written consent between City and Contractor.

B. **Renewal Pricing Increases.** Pricing shall remain firm and fixed during the Initial Term 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 shall not exceed the lesser of: (i) the amount of the percentage increase reflected in the Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted, based upon the most recent **TWELVE (12) MONTH** period; or (ii) **THREE PERCENT (3%) ANNUALLY** unless there are mitigating market conditions.

C. **Notices to Proceed on Individual Projects**. City shall issue written Notices to Proceed for individual projects in alignment with project schedules. Contractor and City shall agree upon the time needed to complete each individual project as assigned. Contractor agrees to commence work within **SEVEN (7)** days of the date of issuance of a Notice to Proceed for each individual project. Contractor shall complete assigned projects within the time limits specified in the Notice to Proceed and substantial completion and final completion dates shall be strictly enforced by City. At no time will Contractor be allowed to lag. Contractor shall be expected to accurately track contract time and progress for each assigned project. Notices to Proceed for additional projects will not be issued if Contractor has failed to properly complete and close out previous projects assigned under this Agreement.

D. 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. All requests for adjustments in the Contract Time shall be determined by City.

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 Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies, or interference, except as provided in this Agreement.

F. **Weather Days.** Contractor shall submit a written request to the City Project Manager (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 for which the application is submitted and shall be final. Contractor performance and execution of work will be considered in the determination for granting additional days.

G. 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 Contractor, to include costs incurred by City for the procurement of additional professional services.

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7. **LIQUIDATED DAMAGES FOR LATE COMPLETION**. The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Substantial Completion and/or Final Completion and readiness for final payment by the dates specified for each individual project under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Substantial Completion by the dates specified on each City-issued Notice to Proceed, then Contractor shall pay City, as liquidated damages and not as a penalty, the daily sum given in the schedule below based on individual project cost for each calendar day of unexcused delay in achieving Substantial Completion beyond the date specified for Substantial Completion for each individual project in the City-issued Notice to Proceed:

Individual Project Cost	Liquidated Damages
$299,000 and under	$980
$300,000 but less than $2,000,000	$1,699
$2,000,000 but less than $5,000,000	$2,650

After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in the Contract Documents for Final Completion and readiness for final payment or any proper extension thereof granted by City, Contractor shall pay City, as liquidated damages and not as a penalty, the additional sum of **TWO HUNDRED AND NO/100 DOLLARS ($200.00)** per day for each calendar day of unexcused delay in achieving completion and readiness for final payment.

A. **No Waiver of Rights or Liabilities**. Permitting Contractor 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 Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor 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 Contractor; 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 Contractor'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 Contractor'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.

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D. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.

E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor'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.

8. **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. 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.
9. **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 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 Contractor 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 work.
   B. Neither the Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on 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.
10. **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

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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) placing a claim against the public construction 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 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

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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.

11. **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.

12. **MAINTENANCE AND GUARANTEE BOND.** Prior to final Payment, Contractor shall furnish a Maintenance and Guarantee Bond in the amount of **10% OF THE TOTAL PROJECT VALUE** for a period of **THREE (3)** years for labor and **THREE (3)** years for materials from the date of Substantial Completion. Prior to the City's receipt of Contractor's fully executed Maintenance and Guarantee Bond, Contractor will warrant all labor and materials completed pursuant to this Agreement.

13. **PUBLIC CONSTRUCTION BOND.** As required by section 255.05, Florida Statutes, Contractor shall furnish a certified and recorded Public Construction Bond in the amount of **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($250,000)** as security for the faithful performance of the work as required and set forth in Exhibit A – Scope of Work within the time set forth for performance under this Agreement and for prompt payments 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.

14. **CONSTRUCTION SURVEY LAYOUT.** The City Engineer/City Project Manager may, as required, establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work. If Contractor 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 Contractor's expense. It shall be the responsibility of Contractor 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 Contractor. All original field notes, calculations, and other documents developed by the surveyor in conjunction with this work shall be given to City 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.

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

16. **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

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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.

17. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:

    A. Contractor 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 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 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 Contractor's own investigation.

    D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.

    E. 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.

    F. **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.

18. **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.

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B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction 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, to include obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.

E. Contractor 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. Contractor 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 Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.

G. 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.

19. **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.

20. **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. Contractor 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 Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor 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. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.

B. Contractor 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. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.

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21. **STORAGE OF MATERIALS/EQUIPMENT**. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
22. **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 – Scope of Work.** City has the authority to stop work or to suspend any work.
23. **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.
24. **COMMERCIAL GENERAL 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 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 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 Contractor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.
25. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor 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. 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. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's**

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Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

26. **MISCELLANEOUS INSURANCE PROVISIONS.**

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.org.** 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. 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.

E. 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 except for Workers' Compensation and Professional Liability policies.

F. 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

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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.org.

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.

27. **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.

28. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor 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 bid, the Contractor 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 Contractor 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 Contractor.

29. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor 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, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment

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and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.

30. **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.
31. **SUBCONTRACTORS.** Contractor must perform a minimum of 60% of the work with their own forces. 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.
32. **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.

33. **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

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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.

34. **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.

35. **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.

36. **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 Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

37. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the 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 the 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 the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY

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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; Email: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

38. **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.

39. **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.

40. **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.

41. **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.

42. **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.

43. **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

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any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

44. **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.

45. **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.

46. **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:	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:	Daphne Robinson, Esq., Contracting Officer City of Ocala, City Hall 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, City Hall 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.org

47. **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

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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.

48. **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.
49. **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.
50. **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.
51. **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.
52. **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.
53. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

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54. **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.

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

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

57. **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.

58. **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.

59. **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.

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

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IN WITNESS WHEREOF, the parties have executed this Agreement 5/8/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
F82769461C4E4E5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
James P. Hilty, Sr.
6FD4FC329B6F4DF...
James P. Hilty, Sr.
City Council President

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E86E429...
William E. Sexton
City Attorney

C.W. ROBERTS CONTRACTING, INC.

DocuSigned by:
Stuart Savoy
88C66C672C2B455...

By: Stuart Savoy
(Printed Name)

Title: Vice-President
(Vice President or higher)

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BACKGROUND

1. Contractor must complete Projects that are assigned to the Transportation Rehabilitation Improvement Program. Projects within the program consist of:

   - Repaving eroded pavement
   - Highway/pavement markers
   - Restriping
   - Replacing asphalt surface with overlays
   - Reconstructing roadways/parking lots into lime rock base (Reclaim)
   - Asphalt paving
   - Thermoplastic painting
   - Asphalt milling
   - New asphalt parking lot/trail construction
   - Concrete sidewalks
   - Curb
   - Conduit
   - Guardrail
   - Concrete curb and gutter removal/replacement
   - Repair existing stormwater conveyance system
   - Installation of new stormwater pipes and structures
   - Removal/installation of concrete wheel stops
   - Asphalt utility cut repairs

2. Rehabilitation of existing infrastructure will be on an "as requested" basis by the City. This may include any of the line items listed in the solicitation. Some typical examples include grinding of existing pavement markings and installation of thermoplastic pavement markings on existing roadways/parking lots. Work may also include restoration and sod of disturbed areas. Proper maintenance of traffic is required at all times.

3. Plan Set - Construction plans for the Transportation Rehabilitation Improvement Program will be distributed to the Contractor for review as projects are defined and prioritized for construction. Upon receipt and review of plans, Contractor will provide a detailed quote for review by the City Project Manager.

4. Contractor is responsible for providing all materials, labor, and equipment to complete the project.

PERMIT REQUIREMENTS AND MOT/TTC PLAN

1. **Permits Required:** Contractor is responsible for obtaining the following City of Ocala permits at no additional cost to the City:

   - Right-of-Way (ROW) Utilization

2. **Estimated Permit Cost:** The ROW permit cost will be waived upon submission.

3. **Permit Application:** The ROW Utilization Permit Application is available under "Documents" at: https://www.ocalafl.org/government/city-departments-a-h/city-engineer-s-office

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4. **Permit Submission Requirements:**

   A. **If Road/Lane Closure is Needed:** Contractor must submit a City of Ocala ROW permit and MOT/TTC Plan a minimum of two (2) weeks prior to the projected time the project will start.

   B. **If Road/Lane Closure is not Needed:** Contractor must submit a City of Ocala ROW permit and MOT/TTC Plan a minimum of one (1) week prior to the projected time the project will start.

MOBILIZATION AND MAINTENANCE OF TRAFFIC/TEMPORARY TRAFFIC CONTROL

1. **Mobilization and Maintenance of Traffic Cost:** The cost for the mobilization of Contractor's equipment and MOT (Maintenance of Traffic) as required by the City and by FDOT Manual on Traffic Control and Safe Practices for Street & Highway Construction and Standard Index 100 is considered incidental to other items of related work and shall be spread out through all line items.

2. **Mobilization:** Obtaining required permits and moving of the Contractor's operations and equipment is required for construction. Contractor must provide on-site construction power and wiring, as needed. Contractor must provide on-site sanitary facilities as required by Governing agencies. Contractor is not permitted to use the City sanitary facilities during construction. The posting of OSHA required notices and established safety programs and procedures are required before mobilization.

3. **Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC):** Contractor must maintain traffic per FDOT 100 series index within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. Contractor must construct and maintain detours.

   A. Provide facilities for access to residences, businesses, etc., along the project. Furnish, install and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for MOT/TTC in construction areas. Provide any other special requirements for safe and expeditious movement of traffic specified in the Plans.

   B. MOT/TTC includes all facilities, devices and operations as required for safety and convenience of the public within the work zone. Do not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work and repair any damage to existing pavement open to traffic. FDOT Design Standards are the minimum standards for the use in the development of all Traffic Control Plans (TCPs).

   C. Contractor must have one (1) person that is MOT/TTC Advanced certified on site at all times during construction.

EMERGENCY WORK

1. The City of Ocala may require Contractor to perform emergency work on roadways within the City during nights and weekends due to utility breaks and/or natural disasters. Emergency work is defined as work not scheduled. When called, Contractor must respond within one (1) hour to assess the nature of the emergency. Once the Contractor has assessed the emergency, Contractor will coordinate the repairs needed to open roadway. Contractor may use the below line items only during emergency call outs along with any other Contract line items needed for repairs:
   a. **Line-item G-04 Emergency Call Out:** Price for the minimum of an 8-man crew and equipment needed. If there are less than 8 employees on site, the item price will be decreased to reflect the number of employees on site. *Example made for simple math: The price of an 8-man crew is $100 per hour. If 6 employees are on site, the invoiced price can only be $75 per hour.

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b. **Line-Item G-05 Maintenance of Traffic:** Payment shall include, but is not limited to, all costs for traffic control, road closures, detours, message/arrow boards and all incidentals and appurtenances required by the Engineer and F.D.O.T. This item **will only** be used under emergency call outs. All other projects will adhere to previously stated guidelines for MOT under section "**MOBILIZATION AND MAINTENANCE OF TRAFFIC/TEMPORARY TRAFFIC CONTROL"**

PROJECT REQUIREMENTS AND EXECUTION OF WORK

1. **Project Schedule:** Contractor must submit project schedule to the City Project Inspector/Project Manager for approval for all project locations that will take longer than 30 calendar days to complete. This schedule must be submitted prior to the starting of a project and must be updated when the schedule is no longer accurate.
2. **Right-of-Way Maps and As-Builts:** Upon final completion of each individual project, signed and sealed right-of-way maps (when applicable) and as-builts must be submitted and approved by the City.
3. **Material and Construction Equipment:** All material & construction equipment must meet FDOT Standard Specifications for Road and Bridge Construction, latest edition.
4. **Backfilling and Compaction Procedures:** Backfilling and compaction shall be performed in accordance with the FDOT Standard Specifications for Road and Bridge Construction (latest edition) and the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure or as otherwise directed in writing by the City of Ocala.
5. **Open Cuts:** All open cuts in the pavement (asphalt and concrete) shall be saw cut and made square.
6. **Damages:** Contractor is responsible for 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.
7. **Compliance:** Contractor shall complete all work performed under this Contract in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
8. **Work Hours:** City's normal working hours are Monday through Friday from 7:00 AM to 5:30 PM. If additional hours are necessary, Contractor must give 48 hours advance notice to the Project Inspector/Project Manager. Contractor will be responsible for inspector's overtime. Night work will be allowed if it results in less impact to the public or reduced safety issues at no extra cost to City. No work will be permitted on City observed holidays.
9. **Warranty:** Contractor will provide a three (3) year material and labor warranty from the date of substantial completion for each project, against operational failure caused by defective material or workmanship which occurs during normal use. All manufacturer warranty documentation and owner manuals must be provided before final payment request.

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.

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2. 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.
3. Contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor must provide a valid telephone number, email, and address for the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
4. An employee roster must be provided.
5. All workers within the right-of-way shall wear ANSI/ISEA Class 2 apparel (safety vest or equivalent).
6. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
7. Contractor will operate as an independent Contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control its operations at the work site, and be solely responsible for the acts or omissions of its employees.
8. Contractor personnel shall abide by the City's smoking regulations. Smoking is restricted to designated smoking areas only and is not permitted in any City buildings.
9. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
10. Prime Contractor and sub-contractor vehicles shall have their company name located on the side and all personnel shall be required to wear a company shirt.

PROJECT SIGNS

1. Contractor is required to provide two (2) portable signs to be relocated as project progresses at locations that are approved by City Inspectors.
2. If the signs become broken or inaccurate, Contractor will replace or make sign accurate at no extra charge to the City of Ocala.
3. Sign construction details and required information can be found in the City of Ocala Standard Details for Construction (FEB. 2023 edition) on detail G-31A & G-31B

The cost to move signs to new project locations and the replacement of broken and inaccurate signs is to be included in the initial cost of each sign.

SURVEY LAYOUT

1. The City Engineer/Project Manager may, as required, establish benchmarks on the project which, in their opinion, will enable the Contractor to perform the work.
2. If Contractor shall remove or destroy any stake, marker or benchmark on the work without first having secured the approval of the City Engineer, such stake, marker or benchmark shall be re-established by and at Contractor's expense.

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3. It shall be the responsibility of Contractor to preserve all adjacent property corner markers which might be affected by their operation and replace same if undermined. Corner locations known by City will be available to Contractor.
4. All survey work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 6IG17 of the Florida Administrative Code.

TESTING REQUIREMENTS

1. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required. Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to City Engineer.
2. Results of all required testing and inspections shall be submitted to the project inspector to achieve Final Completion Certification. For other requirements for Tests and Inspections refer to Article 14 in the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.
3. Asphalt samples will only be taken at the job site or asphalt plant and will have to meet these specifications. All work which has not been tested and accepted shall not be paid for.

EROSION SEDIMENT AND FLOOD CONTROL

1. Contractor must provide, maintain, and operate temporary facilities to control erosion and sediment, and to protect work and existing facilities from flooding during construction.
2. Contractor must maintain drainage ways and construct temporary drainage facilities to allow runoff to flow properly.

CONSTRUCTION WORK AREAS

1. The City of Ocala is not responsible for providing property or lay down yards to Contractor for their materials or equipment. If private property is used, City requires a copy of the agreement between the property owner and the Contractor. **Utilizing private property without written permission is prohibited.**
2. Components of the project, including temporary work and storage areas, will be located on-site per project. Staging areas will be sited inside the right-of-way or within City property. Material will be transported to the proper station for construction, assembly, and response to possible public concern.
3. Contractor must provide on-site sanitary facilities as required by Governing agencies.
4. Any work areas in roadways must be filled temporarily with asphalt millings or covered with a FDOT approved steel road plate before the roadway can be opened to traffic. If millings are used, Contractor must maintain the millings each day until they are replaced with permanent asphalt.

SITE HOUSEKEEPING AND CLEANUP

1. **Waste/Debris:** Contractor shall keep the premises free, at all times, from accumulation of waste materials and rubbish caused by operations and employees. Contractor will provide approved containers for collection and disposal of waste materials, debris, and rubbish. Contractor shall dispose such waste materials, debris, and rubbish run-off off-site in a legal manner at least once a week of.

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2. **Cleanup:** Contractor must perform periodic cleanup to avoid hazards or interference with operations at the site and leave the site in a reasonable neat condition. Work site must be completely cleaned after each day of work. Contractor must sweep all roadways affected by construction and areas adjacent to daily work.
3. **Water Use:** The use of water to prevent the blowing of dust and debris during cutting operations and/or cleaning operations is **mandatory**.
4. **Individual Project Cleaning:** At completion of each individual project, Contractor shall remove from the site all tools, equipment, surplus materials, debris, temporary facilities, scaffolding, and equipment. The areas of work shall be swept thoroughly and all marks, stains, rust, dirt, paint drippings, and the like shall be removed from all new and existing work to the satisfaction of the Owner.
5. **Final Cleaning:** Upon completion of work, Contractor must clean entire work and project site as applicable.

   Contractor must:

   A. Leave the work and affected adjacent areas in clean condition satisfactory to the City Project Manager/City Engineer.
   B. Remove all foreign materials from exposed surfaces.
   C. Broom clean exterior paved driveways and parking areas.
   D. Hose clean sidewalks and concrete exposed surfaces.

SAFETY

1. The Contractor shall be fully responsible for meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, building and site occupants, staff, public, etc.
2. Prior to completion, storage and adequate protection of all material and equipment is the Contractor's responsibility.
3. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

SUBMITTALS

1. Contractor must provide submittals as required by City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.
2. Contractor must submit copies of permits and approvals for construction as required by laws and regulations of governing agencies.
3. Contractor must submit temporary construction parking area plans, storage yard, storage trailer location, staging area plan, and plan for disposal of waste materials.

SUBSTANTIAL COMPLETION PROCESS

1. When Contractor considers the work as substantially complete, Contractor shall submit to City:
   A. Written notice that the work or designated portion thereof, is substantially complete.
   B. A list of items to be completed or corrected.

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2. Within a reasonable time after receipt of such notice, City will perform and inspection to determine the status of completion.
3. Should the City determine that the work is not substantially complete:
   A. City will promptly notify Contractor in writing, giving reasons therefore.
   B. Contractor shall remedy the deficiencies in the work and send a second written notice of substantial completion to the City.
   C. City will re-inspect the work.
4. When City finds that the work is substantially complete, City shall prepare a Certificate of Substantial Completion with a list of items (punch list) to be completed or corrected before final payment.

FINAL COMPLETION PROCESS

1. When Contractor considers the work complete, Contractor shall submit written certification that:
   A. Contract documents have been reviewed.
   B. Work has been inspected for compliance with Contract documents.
   C. Work has been completed in accordance with Contract documents.
   D. Equipment and systems have been tested in the presence of the City representative and are operational.
2. The City will perform an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
3. Should City consider the work incomplete or defective:
   A. City will promptly notify Contractor in writing, listing the incomplete or defective work.
   B. Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to the City that the work is complete.
   C. City will re-inspect the work.
4. When the City finds that the work is acceptable under the Contract documents, City shall request the Contractor make closeout submittals.
5. **Final Application for Payment:** Contractor shall submit the final application for payment in accordance with the procedures and requirements stated in the scope of work and general conditions.

CONTRACTOR CLOSEOUT DOCUMENTS

1. Evidence of compliance with requirements of governing authorities.
2. Consent of Surety to final payment.
3. Approved project record documents include electronic (CADD) and hard copy signed and sealed "As Built" by professional surveyor.
4. Completion of all submittals as required by Contract documents.
5. Warranties and operational manuals (2 copies).

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ITB# CIP/230266 Transportation Rehabilitation Improvement Program

CW Roberts Contracting, Inc.

ITEM	DESCRIPTION	UOM	UNIT COST
G-03	Project Sign	EA	$1,700.00
G-04	Emergency Call Out (24 Hours A Day)	HR	$2,000.00
G-05	Maintenance of Traffic (Used W/emergency call out ONLY)	DAY	$5,300.00
G-06-1	Silt Fence & Sediment Control (Installation and Removal)	LF	$8.00
G-06-2	Silt Fence & Sediment Control (Installation and Removal)	LF	$4.50
G-07	Tree Protection/ Construction Fence	LF	$16.00
G-08-1	Remove and Relocate Existing Mailboxes	EA	$275.00
G-08-2	New Mailbox (Furnish&install)	EA	$500.00
G-09	Clearing and Grubbing - LIGHT	SY	$65.00
G-10	Clearing and Grubbing - HEAVY	SY	$135.00
G-11-1	Excavation, General	CY	$60.00
G-11-2	Excavation, General	CY	$34.50
G-11-3	New Sidewalk Excavation	SY	$32.00
G-11-4	New Sidewalk Excavation	SY	$27.25
G-12-1	Backfill W/Off-site Material	CY	$96.00
G-12-2	Backfill W/Off-site Material	CY	$60.00
G-15-1	Finish Grading	SY	$16.50
G-15-2	Finish Grading	SY	$8.80
G-17-1	Remove and Replace Unsuitable Material	CY	$125.00
G-17-2	Remove and Replace Unsuitable Material	CY	$115.00
G-18-1	Stabilized subgrade	SY	$27.75
G-18-2	Stabilized subgrade	SY	$20.00
G-19-1	Limerock- New Material for Reworking Base	CY	$36.50
G-19-2	Limerock- New Material for Reworking Base	CY	$35.20
G-19-3	Limerock- 4" Base	SY	$35.00
G-19-4	Limerock- 4" Base	SY	$15.40
G-19-5	Limerock- 6" Base	SY	$42.00
G-19-6	Limerock- 6" Base	SY	$21.00
G-19-7	Limerock- 8" Base	SY	$50.00
G-19-8	Limerock- 8" Base	SY	$26.50
G-19-9	Limerock- 10" Base	SY	$51.00
G-19-10	Limerock- 10" Base	SY	$34.50
G-19-11	Limerock- 12" Base	SY	$60.50
G-19-12	Limerock- 12" Base	SY	$36.25
G-20-1	Temporary Construction Tracking Pad	LS	$2,800.00
G-20-2	No. 57 Stone	CY	$106.00
G-20-3	No. 57 Stone	CY	$100.00
G-21-1	Removal of Existing Concrete Sidewalks / Driveways	SY	$50.00
G-21-2	Removal of Existing Concrete Sidewalks / Driveways	SY	$39.75
G-22-1	Removal of Existing Concrete Curb & Gutter /or Traffic Separator	LF	$34.50
G-22-2	Removal of Existing Concrete Curb & Gutter /or Traffic Separator	LF	$24.50
G-23	Concrete Fill	CY	$360.00
G-24-1	Joint Sealer for Pavement and Structures: Hot Pour Crack Sealing	GAL	$60.00
G-24-2	Joint Sealer for Pavement and Structures: Hot Pour Crack Sealing	GAL	$55.00
G-25-1	Removal of Existing Asphalt Pavement	SY	$50.00
G-25-2	Removal of Existing Asphalt Pavement	SY	$35.00
G-26-1	Temporary Asphalt Millings	TN	$78.00
G-26-2	Temporary Asphalt Millings	TN	$50.00
G-27-1	Mill Existing Asphalt Pavement at 1" Depth	SY	$14.00
G-27-2	Mill Existing Asphalt Pavement at 1" Depth	SY	$5.43
G-27-3	Mill Existing Asphalt Pavement at 1.5" Depth	SY	$14.15
G-27-4	Mill Existing Asphalt Pavement at 1.5" Depth	SY	$5.90
G-27-5	Mill Existing Asphalt Pavement at 2" Depth	SY	$14.25
G-27-6	Mill Existing Asphalt Pavement at 2" Depth	SY	$6.00
G-28-1	Compacted Roadway Subbase	SY	$9.30

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ITEM	DESCRIPTION	UOM	UNIT COST
G-28-2	Compacted Roadway Subbase	SY	$5.25
G-29-1	Reclaimed Asphalt Pavement Base (Reclaim 6" to 8")	SY	$19.35
G-29-2	Reclaimed Asphalt Pavement Base (Reclaim 6" to 8")	SY	$12.62
G-32-1	Miscellaneous Asphalt (25 ≤ tons)	TN	$560.00
G-32-2	Asphalt Berms, Speed Bumps & Curbs	TN	$290.00
G-32-3	Asphalt Leveling Superpave 9.5	TN	$197.50
G-32-4	Asphalt Pavement Superpave - 9.5	TN	$230.00
G-32-5	Asphalt Pavement Superpave - 9.5	TN	$191.00
G-32-6	Asphalt Pavement Superpave - 9.5	TN	$164.00
G-32-7	Asphalt Pavement FC 9.5 w/Poly	TN	$255.00
G-32-8	Asphalt Pavement FC 9.5 w/Poly	TN	$208.00
G-32-9	Asphalt Pavement FC 9.5 w/Poly	TN	$190.00
G-32-10	Asphalt Pavement Superpave - 12.5	TN	$225.00
G-32-11	Asphalt Pavement Superpave - 12.5	TN	$189.00
G-32-12	Asphalt Pavement Superpave - 12.5	TN	$163.00
G-33-1	Roadway Guardrail	LF	$50.00
G-33-2	Roadway Guardrail - End treatment (Approach)	EA	$2,300.00
G-34-1	Object Marker, Type 1	EA	$250.00
G-34-2	Object Marker, Type 2	EA	$180.00
G-34-3	Object Marker, Type 3	EA	$250.00
G-34-4	Object Marker, Type 4	EA	$380.00
G-35-1	Delineator, Flexible Tubular	EA	$125.00
G-35-2	Delineator, non-Flexible	EA	$100.00
G-35-3	Delineator, Flexible High Visibility Median	EA	$250.00
G-35-4	Delineator, Flexible High Performance	EA	$310.00
G-40	Pull and Junction Box, Furnish & Install	EA	$2,925.00
G-41	Pull and Junction Box, Install	EA	$1,750.00
G-42	Pull and Junction Box, relocate	EA	$1,750.00
G-43-1	Type C Stormwater Inlet, 0'-6'	EA	$6,800.00
G-43-2	Type C Stormwater Inlet, 6'-12'	EA	$15,000.00
G-43-3	Type C Stormwater Inlet, 12' - 18'	EA	$28,800.00
G-43-4	Type C Stormwater Inlet, 18' - 24'	EA	$62,000.00
G-43-5	Type D Storm water Inlet, 0'-6'	EA	$6,800.00
G-43-6	Type D Storm water Inlet, 6'- 12'	EA	$15,000.00
G-43-7	Type D Stormwater Inlet, 12'-18'	EA	$28,800.00
G-43-8	Type D Stormwater Inlet, 18' - 24'	EA	$62,000.00
G-43-9	Type 1 Stormwater Inlet, 0'- 6'	EA	$6,800.00
G-43-10	Type 1 Stormwater Inlet, 6'- 1 2'	EA	$15,000.00
G-43-11	Type 1 Stormwater Inlet, 12'-18'	EA	$28,800.00
G-43-12	Type 1 Stormwater Inlet, 18 ' - 24 '	EA	$62,000.00
G-43-13	Type 2 Stormwater inlet, 0'- 6'	EA	$6,800.00
G-43-14	Type 2 Stormwater inlet, 6' - 12'	EA	$15,000.00
G-43-15	Type 2 Stormwater inlet, 12' - 18'	EA	$28,800.00
G-43-16	Type 2 Stormwater inlet, 18' -24'	EA	$62,000.00
G-43-17	Type 4 Stormwater inlet, 0'- 6'	EA	$6,800.00
G-43-18	Type 4 Stormwater inlet, 6' - 12'	EA	$15,000.00
G-43-19	Type 4 Stormwater inlet, 12' - 18'	EA	$28,800.00
G-43-20	Type 4 Stormwater inlet, 18' -24'	EA	$62,000.00
G-43-21	Type 5 Stormwater inlet, 0'- 6'	EA	$6,800.00
G-43-22	Type 5 Stormwater inlet, 6' - 12'	EA	$15,000.00
G-43-23	Type 5 Stormwater inlet, 12' - 18'	EA	$28,800.00
G-43-24	Type 5 Stormwater inlet, 18' -24'	EA	$62,000.00
G-43-25	Type 6 Stormwater inlet, 0'- 6'	EA	$6,800.00
G-43-26	Type 6 Stormwater inlet, 6' - 12'	EA	$15,000.00
G-43-27	Type 6 Stormwater inlet, 12' - 18'	EA	$28,800.00
G-43-28	Type 6 Stormwater inlet, 18' -24'	EA	$62,000.00
G-43-29	Type 9 Stormwater inlet, 0'- 6'	EA	$6,800.00
G-43-30	Type 9 Stormwater inlet, 6' - 12'	EA	$15,000.00
G-43-31	Type 9 Stormwater inlet, 12' - 18'	EA	$28,800.00
G-43-32	Type 9 Stormwater inlet, 18' -24'	EA	$62,000.00
G-45	Stormwater Manhole Cover Adjustments	EA	$1,150.00
G-46-1	12" RCP Stormwater Pipe, 0 ' -6'	LF	$148.00
G-46-2	12" RCP Stormwater Pipe, 6'-12'	LF	$159.00
G-46-3	12" RCP Stormwater Pipe, 12'-18'	LF	$255.00
G-46-4	12" RCP Stormwater Pipe, 18'-24'	LF	$676.00
G-46-5	15" RCP Stormwater Pipe, 0 ' - 6'	LF	$148.00

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ITEM	DESCRIPTION	UOM	UNIT COST
G-46-6	15" RCP Stormwater Pipe, 6' -12'	LF	$159.00
G-46-7	15" RCP Stormwater Pipe, 1 2 ' - 18 '	LF	$255.00
G-46-8	15" RCP Stormwater Pipe, 18 ' - 24'	LF	$676.00
G-46-9	18" RCP Stormwater Pipe, 0'- 6'	LF	$162.00
G-46-10	18" RCP S Stormwater Pipe, 6'-12'	LF	$337.00
G-46-11	18" RCP Stormwater Pipe, 12' -18'	LF	$269.00
G-46-12	18" RCP Stormwater Pipe, 18' -24'	LF	$698.00
G-46-13	24" RCP Stormwater Pipe, 0'-6 '	LF	$193.00
G-46-14	24" RCP Stormwater Pipe, 6'-12'	LF	$204.00
G-46-15	24" RCP Stormwater Pipe, 12'-18'	LF	$300.00
G-46-16	24" RCP Stormwater Pipe, 18'-24'	LF	$740.00
G-46-17	30" RCP Stormwater Pipe, 0 '- 6'	LF	$239.00
G-46-18	30" RCP Stormwater Pipe, 6'-12'	LF	$294.00
G-46-19	30" RCP Stormwater Pipe, 12' -18'	LF	$365.00
G-46-20	30" RCP Stormwater Pipe, 18 '- 24'	LF	$796.00
G-46-21	36" RCP Stormwater Pipe, 0' - 6'	LF	$308.00
G-46-22	36" RCP Stormwater Pipe, 6'- 12'	LF	$374.00
G-46-23	36" RCP Stormwater Pipe, 1 2'-18 '	LF	$420.00
G-46-24	36" RCP Stormwater Pipe, 1 8 - 24'	LF	$860.00
G-46-25	42" RCP Stormwater Pipe, 0 ' -6'	LF	$420.00
G-46-26	42" RCP Stormwater Pipe, 6'-12'	LF	$456.00
G-46-27	42" RCP Stormwater Pipe, 12'-18'	LF	$608.00
G-46-28	42" RCP Stormwater Pipe, 1 8'-24'	LF	$990.00
G-46-29	48" RCP Stormwater Pipe, 0'-6'	LF	$556.00
G-46-30	48" RCP Stormwater Pipe, 6'-12'	LF	$638.00
G-46-31	48" RCP Stormwater Pipe, 12'-18'	LF	$758.00
G-46-32	48" RCP Stormwater Pipe, 18'-24'	LF	$1,050.00
G-46-33	12" X 1 8" ERCP Stormwater Pipe, 0'-6'	LF	$176.00
G-46-34	12" X 1 8" ERCP Stormwater Pipe, 6'-12'	LF	$187.00
G-46-35	12" X 1 8" ERCP Stormwater Pipe 1 2'-18'	LF	$283.00
G-46-36	12" X 18 " ERCP Stormwater Pipe, 18 '-24'	LF	$718.00
G-46-37	14" X 23" ERCP Stormwater Pipe, 0 '-6'	LF	$193.00
G-46-38	14" X 23" ERCP Stormwater Pipe, 6'-12'	LF	$204.00
G-46-39	14" X 23" ERCP Stormwater Pipe, 1 2'-18'	LF	$300.00
G-46-40	14" X 23" ERCP Stormwater Pipe, 18'-24'	LF	$739.00
G-46-41	19" X 30" ERCP Stormwater Pipe, 0'-6'	LF	$246.00
G-46-42	19" X 30" ERCP Stormwater Pipe, 6'-12'	LF	$257.00
G-46-43	19" X 30" ERCP Stormwater Pipe, 12'-18'	LF	$353.00
G-46-44	19" X 30" ERCP Stormwater Pipe, 18 '- 24'	LF	$805.00
G-46-45	24" X 38" ERCP Stormwater Pipe, 0'-6'	LF	$309.00
G-46-46	24" X 38" ERCP Stormwater Pipe, 6'-12'	LF	$345.00
G-46-47	24" X 38" ERCP Stormwater Pipe, 1 2'- 18'	LF	$429.00
G-46-48	24" X 38" ERCP Stormwater Pipe, 18' - 24'	LF	$897.00
G-46-49	29" X 45" ERCP Stormwater Pipe, 0'-6'	LF	$386.00
G-46-50	29" X 45" ERCP Stormwater Pipe, 6'-12'	LF	$429.00
G-46-51	29" X 45" ERCP Stormwater Pipe, 1 2'-18'	LF	$512.00
G-46-52	29" X 45" ERCP Stormwater Pipe, 18' - 24'	LF	$979.00
G-46-53	34" X 53" ERCP Stormwater Pipe, 0' - 6'	LF	$485.00
G-46-54	34" X 53" ERCP Stormwater Pipe, 6'- 12'	LF	$539.00
G-46-55	34" X 53" ERCP Stormwater Pipe, 1 2'-18'	LF	$616.00
G-46-56	34" X 53" ERCP Stormwater Pipe, 18' - 24'	LF	$1,115.00
G-46-57	Remove & Replace Existing 15" RCP Stormwater Pipe	LF	$220.00
G-46-58	Remove & Replace Existing 18" RCP Stormwater Pipe	LF	$245.00
G-46-59	12" CMP Stormwater Piper Pipe	LF	$186.00
G-46-60	15" CMP Stormwater Pipe	LF	$186.00
G-46-61	18" CMP Stormwater Pipe	LF	$199.00
G-46-62	Remove & Replace Existing 15" CMP Stormwater Pipe, 0' - 12'	LF	$228.00
G-46-63	Remove & Replace Existing 18" CMPStormwater Pipe, 0' -12'	LF	$241.00
G-47	Clean Existing storm Pipes	LF	$35.00
G-48	Clean Existing Inlets	EA	$2,925.00
G-49-1	12" Concrete Mitered End	EA	$1,675.00
G-49-2	15" Concrete Mitered End	EA	$1,675.00
G-49-3	18" Concrete Mitered End	EA	$1,840.00
G-49-4	24" Concrete Mitered End	EA	$2,425.00
G-49-5	30" Concrete Mitered End	EA	$5,000.00
G-49-6	36" Concrete Mitered End	EA	$6,500.00

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ITEM	DESCRIPTION	UOM	UNIT COST
G-49-7	42" Concrete Mitered End	EA	$7,560.00
G-49-8	48" Concrete Mitered End	EA	$9,700.00
G-50-1	Concrete Flume	SY	$173.00
G-50-2	Remove & Replace Concrete Flume	SY	$251.00
G-51	Underdrain	LF	$85.00
G-52	Construction Roadway Pre-Survey	HR	$200.00
G-53	As-built Survey	HR	$305.00
G-54-1	Pipe Handrail - Guiderail, Aluminum	LF	$110.00
G-54-2	Pedestrian / Bicycle, Railing, Aluminum Only, 42" Picket Rail	LF	$118.00
G-54-3	Pedestrian / Bicycle, Railing, Aluminum Only, 42" Type 1	LF	$123.00
G-54-4	Pipe Handrail, Aluminum	LF	$117.00
G-55-1	Bollard, 4 Inch	EA	$1,100.00
G-55-2	Bollard, 6 Inch	EA	$1,300.00
G-56-A-1	Concrete Curb , Type A	LF	$93.50
G-56-A-2	Concrete Curb , Type A	LF	$74.50
G-56-B-1	Concrete Curb, Type B	LF	$93.50
G-56-B-2	Concrete Curb, Type B	LF	$74.50
G-56-D-1	Concrete Curb, Type D	LF	$93.50
G-56-D-2	Concrete Curb, Type D	LF	$74.50
G-56-E-1	Concrete Curb Type E	LF	$100.00
G-56-E-2	Concrete Curb Type E	LF	$80.00
G-56-F-1	Concrete Curb Type F	LF	$100.00
G-56-F-2	Concrete Curb Type F	LF	$80.00
G-56-RA-1	Concrete Curb, Type RA	LF	$105.00
G-56-RA-2	Concrete Curb, Type RA	LF	$85.00
G-56-DR-1	Concrete Valley/Drop Curb & Gutter	LF	$97.50
G-56-DR-2	Concrete Valley/Drop Curb & Gutter	LF	$78.50
G-57	Concrete Valley/Drop Curb & Gutter Remove & Replace	LF	$81.50
G-58-1	4 inch concrete (3000 psi)	SY	$113.75
G-58-2	4 inch concrete (3000 psi)	SY	$100.00
G-58-3	4 inch concrete (4000 psi /with fiber)	SY	$116.75
G-58-4	4 inch concrete (4000 psi /with fiber)	SY	$103.00
G-58-5	6 inch concrete with fiber reinforced (3000 psi)	SY	$133.00
G-58-6	6 inch concrete with fiber reinforced (3000 psi)	SY	$116.75
G-58-7	6 inch concrete with fiber reinforced (4000 psi / with fiber)	SY	$136.75
G-58-8	6 inch concrete with fiber reinforced (4000 psi / with fiber)	SY	$122.00
G-58-9	6 inch concrete with rebar (3000 psi)	SY	$158.00
G-58-10	6 inch concrete with rebar (3000 psi)	SY	$140.00
G-58-11	8 inch concrete with fiber and/or rebar (engineers design dictates, 4000 psi)	SY	$260.00
G-58-12	8 inch concrete with fiber and/or rebar (engineers design dictates, 4000 psi)	SY	$175.00
G-58-13	4 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	$170.00
G-58-14	4 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	$135.00
G-58-15	6 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	$185.00
G-58-16	6 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	$140.00
G-58-17	Concrete Edge Beam	LF	$100.00
G-58-18	Miscellaneous Concrete	CY	$360.00
G-59	Patterned/Textured Pavement, Vehicular Areas for Crosswalk	SY	$388.00
G-60-1	Brick Paver Bands (furnish and install)	LF	$57.50
G-60-2	Architectural Brick (traffic rated, Furnish and install)	SY	$153.00
G-61-A	Concrete Curb Ramp (CR - A) with Detectable Warning Surface	EA	$2,400.00
G-61-B	Concrete Curb Ramp (CR - B) with Detectable Warning Surface	EA	$2,400.00
G-61-C	Concrete Curb Ramp (CR - C) with Detectable Warning Surface	EA	$2,475.00
G-61-D	Concrete Curb Ramp (CR - D) with Detectable Warning Surface	EA	$2,695.00
G-61-E	Concrete Curb Ramp (CR - E) with Detectable Warning Surface	EA	$2,100.00
G-61-F	Concrete Curb Ramp (CR - F) with Detectable Warning Surface	EA	$2,600.00
G-61-G	Concrete Curb Ramp (CR - G) with Detectable Warning Surface	EA	$2,625.00
G-61-L	Concrete Curb Ramp (CR - L) with Detectable Warning Surface	EA	$5,000.00
G-62	Detectable Warnings on Walking Surfaces (Retrofit)	SF	$38.00
G-63-1	Roof Drain Assembly, conduit	EA	$300.00
G-63-2	Roof Drain Assembly, Polylok	EA	$650.00
G-66	RIP RAP	CY	$597.00
G-67	Concrete Rubble 2' Thick	SY	$532.00
G-79-1	Seed and Mulch	SY	$2.00
G-79-2	Seed and Mulch	SY	$1.75
G-80-1	Sod - St. Augustine	SY	$15.50

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ITEM	DESCRIPTION	UOM	UNIT COST
G-80-2	Sod - St. Augustine	SY	$12.50
G-80-3	Sod – Bahia	SY	$10.00
G-80-4	Sod – Bahia	SY	$7.50
G-88-1	Inductive Loop Detector Type A w/Homerun	EA	$3,500.00
G-88-2	Inductive Loop Detector Type B w/Homerun	EA	$2,925.00
G-88-3	Inductive Loop Detector Type F w/Homerun	EA	$4,000.00
G-89	Traffic Control Sign Assembly	EA	$1,170.00
G-90	Traffic Control Sign Assembly Removal & Relocation	EA	$290.00
G-91-1	Raised Retro-Reflective Pavement Markers & Bituminous Adhesive	EA	$8.45
G-91-2	Raised Retro-Reflective Pavement Markers & Bituminous Adhesive	EA	$7.85
G-92-1	Standard Wheel Stops	EA	$100.00
G-92-2	Standard Wheel Stops (remove and reinstall)	EA	$145.00
G-93-1	Painted Pavement Markings, Standard, White, Solid, 6"	LF	$1.65
G-93-2	Painted Pavement Markings, Standard, White, Solid, 6"	LF	$0.95
G-93-3	Painted Pavement Markings, Standard, White, Solid, 24"	LF	$2.95
G-93-4	Painted Pavement Markings, Standard, White, Solid, 24"	LF	$2.30
G-93-5	Painted Pavement Markings, Standard, White , Solid, 12"	LF	$2.95
G-93-6	Painted Pavement Markings, Standard, White , Solid, 12"	LF	$1.65
G-93-7	Temporary Skip Stripe 6" Wide 10-30- Yellow or White (gross)	GLF	$0.65
G-93-8	Temporary Skip Stripe 6" Wide 10-30- Yellow or White (gross)	GLF	$0.55
G-93-9	Painted Pavement Markings, Standard, White, Dotted/Guideline, 6-10 Gap Extension, 6"	GLF	$0.65
G-93-10	Painted Pavement Markings, Standard, White, Dotted/Guideline, 6-10 Gap Extension, 6"	GLF	$0.55
G-93-11	Painted Pavement Markings, Standard, Solid 6" Double Yellow Stripe	LF	$1.65
G-93-12	Painted Pavement Markings, Standard, Solid 6" Double Yellow Stripe	LF	$1.10
G-93-13	Painted Pavement Markings, Standard, Solid 6" Yellow Stripe	LF	$1.00
G-93-14	Painted Pavement Markings, Standard, Solid 6" Yellow Stripe	LF	$0.70
G-93-15	Painted Pavement Markings, Standard, Solid 18" Stripe	LF	$2.95
G-93-16	Painted Pavement Markings, Standard, Solid 18" Stripe	LF	$2.30
G-93-17	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 2'- 4' Gap Extension, 6"	GLF	$0.65
G-93-18	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 2'- 4' Gap Extension, 6"	GLF	$0.55
G-93-19	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 6-10 Gap Extension, 6"	GLF	$0.65
G-93-20	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 6-10 Gap Extension, 6"	GLF	$0.55
G-93-21	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 2 - 2' Dotted, Extension, 12"	GLF	$0.95
G-93-22	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 2 - 2' Dotted, Extension, 12"	GLF	$0.85
G-93-23	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 3'- 9', Dotted, Extension, 6"	GLF	$0.65
G-93-24	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 3'- 9', Dotted, Extension, 6"	GLF	$0.55
G-94-1	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 6" Stripe	LF	$2.30
G-94-2	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 6" Stripe	LF	$1.75
G-94-3	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 12" Stripe	LF	$6.95
G-94-4	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 12" Stripe	LF	$6.95
G-94-5	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 24" Stripe	LF	$14.00
G-94-6	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 24" Stripe	LF	$13.50
G-94-7	Thermoplastic Solid 6" Skip Stripe 10' x 30' Yellow or White (Gross)	GLF	$1.65
G-94-8	Thermoplastic Solid 6" Skip Stripe 10' x 30' Yellow or White (Gross)	GLF	$1.65
G-94-9	Thermoplastic Traffic Stripes and Markings, Standard, White, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	$1.65
G-94-10	Thermoplastic Traffic Stripes and Markings, Standard, White, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	$1.65
G-94-11	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 6" Double Yellow Stripe	LF	$4.31
G-94-12	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 6" Double Yellow Stripe	LF	$3.25
G-94-13	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 18" Stripe	LF	$10.95
G-94-14	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 18" Stripe	LF	$8.50
G-94-15	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 4' Gap Extension, 6"	GLF	$1.65
G-94-16	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 4' Gap Extension, 6"	GLF	$1.65
G-94-17	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 2' Gap Extension, 12"	GLF	$2.95
G-94-18	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 2' Gap Extension, 12"	GLF	$2.95
G-94-19	Thermoplastic Traffic Stripes and Markings, Yellow, Solid, 6"	LF	$2.30
G-94-20	Thermoplastic Traffic Stripes and Markings, Yellow, Solid, 6"	LF	$1.75
G-94-21	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	$1.65
G-94-22	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	$1.65
G-94-23	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/3'-9' Gap Extension, 6"	GLF	$1.65
G-94-24	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/3'-9' Gap Extension, 6"	GLF	$1.65
G-95-1	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "STOP"	EA	$265.00
G-95-2	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message " STOP AHEAD "	EA	$530.00
G-95-3	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Arrow	EA	$105.00
G-95-4	Thermoplastic Traffic Stripes and Markings, Standard, White, Yield Line Symbol	EA	$400.00
G-95-5	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "SCHOOL"	EA	$400.00
G-95-6	Thermoplastic Traffic Stripes and Markings, White, Message "R & R" Crossing	EA	$400.00

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ITEM	DESCRIPTION	UOM	UNIT COST
G-95-7	Thermoplastic Traffic Stripes and Markings, Standard , White, Message " Bus "	EA	$265.00
G-95-8	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "HANDICAP"	EA	$400.00
G-95-9	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "Bike symbol"	EA	$265.00
G-96-1	Painted Pavement Markings, Standard, White, Pavement Message "Stop Ahead"	EA	$200.00
G-96-2	Painted Pavement Markings, Standard, White, Pavement Message "Stop"	EA	$135.00
G-96-3	Painted Pavement Markings, Standard, White, White Direction Arrow	EA	$40.00
G-96-4	Painted Pavement Markings, Standard, White, Yield Line Symbol	EA	$40.00
G-96-5	Painted Pavement Markings, Standard, Pavement Message "School"	EA	$135.00
G-96-6	Painted Pavement Markings, Standard, White, "R & R" Crossing	EA	$135.00
G-96-7	Painted Pavement Markings, Standard, Yellow, Island Nose	LF	$4.31
G-96-8	Painted Pavement Markings, Standard, Pavement Message "BUS"	EA	$135.00
G-96-9	Painted Pavement Markings, Standard, White, Pavement Message "Handicap"	EA	$105.00
G-96-10	Painted Pavement Markings, Standard, White, Pavement Message "Bike Symbol"	EA	$80.50
G-99	Remove & Reinstall Speed Hump	EA	$9,000.00
G-100-1	Traffic Separator Concrete -TYPE I, 4' WIDE	LF	$104.00
G-100-2	Traffic Separator Concrete -TYPE I, 6' WIDE	LF	$160.00
G-100-3	Traffic Separator Concrete - TYPE I, 8.5' WIDE	LF	$202.50
G-100-4	Traffic Separator Concrete - TYPE II, 4' WIDE	LF	$120.50
G-100-5	Traffic Separator Concrete - TYPE II, 6' WIDE	LF	$160.50
G-100-6	Traffic Separator Concrete - TYPE II, 8.5' WIDE	LF	$202.50
G-100-7	Traffic Separator Concrete - TYPE IV, 4' WIDE	LF	$120.50
G-100-8	Traffic Separator Concrete - TYPE IV, 6' WIDE	LF	$160.50
G-100-9	Traffic Separator Concrete - TYPE IV, 8.5' WIDE	LF	$202.50
G-100-10	Traffic Separator Concrete - TYPE V, 4' WIDE	LF	$120.50
G-100-11	Traffic Separator Concrete - TYPE V, 6' WIDE	LF	$140.00
G-105	Remove Stripe / Pavement / Message (Grind or Waterblast)	SF	$15.00
G-107	Decorative Stamp installed in concrete finish (City provides stamp)	EA	$50.00
G-108-1	1" SCDH 40 PVC, Conduit, Furnish & Install	LF	$12.70
G-108-2	2" SCDH 40 PVC, Conduit, Furnish & Install	LF	$15.50
G-108-3	3" SCDH 40 PVC, Conduit, Furnish & Install	LF	$22.00
G-108-4	4" SCDH 40 PVC, Conduit, Furnish & Install	LF	$26.00
G-108-5	6" SCDH 40 PVC, Conduit, Furnish & Install	LF	$50.00
W-18-1	Directional Bore - 1" PVC PIPE	LF	$30.00
W-18-2	Directional Bore - 2" PVC PIPE	LF	$50.00
W-18-3	Directional Bore - 3" PVC PIPE	LF	$80.00
W-18-4	Directional Bore - 4" PVC PIPE	LF	$110.00
W-18-5	Directional Bore - 6" PVC PIPE	LF	$98.00
W-18-6	Directional Bore - 2" HDPE PIPE	LF	$40.00
W-18-7	Directional Bore - 4" HDPE PIPE	LF	$75.00
W-18-8	Directional Bore - 6" HDPE PIPE	LF	$100.00
W-18-9	Directional Bore - 8" HDPE PIPE	LF	$170.00
W-18-10	Directional Bore - 10 " HDPE PIPE	LF	$250.00
W-18-11	Directional Bore - 12" HDPE PIPE	LF	$315.00
W-18-12	Directional Bore - 14" HDPE PIPE	LF	$410.00
W-18-13	Directional Bore - 16" HDPE PIPE	LF	$480.00
W-18-14	Directional Bore - 18" HDPE PIPE	LF	$600.00
W-20-1	Adjust Valve Box to Grade (Traffic rated metal riser ring)	EA	$700.00
W-20-2	Adjust Valve Box to Grade	EA	$550.00
W-20-3	Adjust Meter Box to Grade	EA	$450.00
S-04-1	Remove Existing 22" Ring & Cover & Replace W/24" Hinged R/C (Labor Only)	EA	$1,200.00
S-04-2	Remove Existing 32" Ring & Cover & Replace W/32" Hinged R/C (Labor Only)	EA	$1,425.00

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GENERAL REQUIREMENTS

1. Work specified in this section consists of preparing roadways for resurfacing and returning the site to its original or better condition.
2. Contractor shall examine the work site and make their own determination on the character of materials and conditions to be encountered on the work site.
3. Neither the City, nor City Engineer shall be held responsible for variations found between the drawings and actual field conditions that develop through the period of construction.
4. Standard general site work requirements can be found in the FDOT Standard Specifications for Road and Bridge Construction, latest edition.

PAVEMENT PREPARATION

1. Before any bituminous materials are applied, all loose material, dust, dirt, clumps of asphalt, vegetation, and any other loose foreign material shall be removed from the full width of the application.
2. The original edges of pavement shall be established and particular care taken in cleaning up these edges, so maximum pavement width is utilized and to ensure that the prime or tack coats will adhere. Reflective pavement markers and thermoplastic stripes and markings shall be removed when necessary.

CLIP EDGES OF PAVEMENT

1. Where no curbs exist, the edge of road shall be scraped to define the edge of pavement. The existing grass removed beyond the defined edge shall be kept to a minimum (approximately three inches [3"]).
2. The Contractor shall dispose of all loose material scraped within 48 hours of being clipped.
3. New sod will not be laid along the edge of pavement unless specified in the plans or may be installed in specific problem areas as determined by the City Engineer/Project Manager. In areas where sod is installed, the existing grass type shall be matched. Where there is not an established type, Argentine Bahia shall be used.

RECLAIMED PAVEMENT

1. Specific to this contract, existing asphalt pavement may be mixed (or reclaimed) into an existing road base where called for on the plans.

SPREADING AND MIXING

1. Once existing asphalt is mixed into the existing lime rock base of the road, it is graded to the minimum depth required to achieve six (6) inches to (8) inches of compacted mix, or as called for in the plans.
2. Mixing shall allow for uniform spread of mixed material within the lime rock base mix. Contractor must re-establish existing lines and grades.

COMPACTING AND FINISHING MIX BASE

1. Mix shall be graded back to original crown and shape and cut to a level that allows for the thickness of the final asphalt surface course in regard to existing utility structures, driveways, and curbs.
2. The reworked base mix shall be compacted to a density of not less than 98% of maximum density.
3. All excess material is considered to be Contractor's material and must be hauled off site to Contractor's own storage yard in a timely manner.
4. City property will not be used for storage of excess material.

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PRIME & TACK COAT

1. Prime or Tack Coat is incidental to other items of related work and shall be included in the price of the asphalt.

2. Prime and tack coats will be used on all roadway surfaces that the City of Ocala requires use on.

3. Tack coat shall be CRS-1h (trackless tack) to help reduce tracking onto existing streets

PAVING OF RECLAIMED ROADS

1. Reclaimed roads will be paved as soon as possible.

2. At no time will a reclaimed road be left in an unpaved status longer than seven (7) days once it has compacted and graded to finish grade.

ROOT REMOVAL

1. Removal of concrete sidewalk/driveway, removal of curb and excavation shall also include all costs for removal and disposal of roots that are encountered during these activities.

2. Roots will be removed to a distance that will allow for forms to be placed and not be interfered with.

GRASSING

1. Contractor shall repair sod-disturbed areas affected by their work as directed by the Engineer with a grass type that matches existing sod. In areas where there is not an established grass type, Argentine Bahia shall be used.

2. It is the intent of this specification that Contractor shall produce a satisfactory strand of grass, free of weeds and foreign growth. Contractor is responsible for sod for a minimum of sixty (60) days after installation. If sod does not flourish within the sixty (60) days Contractor will remove and replace sod at no additional cost to the City of Ocala.

CLEAN UP

1. During the progress of the work, the adjacent areas affected thereby shall be kept clean of all rubbish and surplus materials, unneeded construction equipment shall be removed, and all damage shall be repaired so the public and property owners will be inconvenienced as little as possible. The site of the work shall have a neat, orderly, and workmanlike appearance at all times.

2. When construction material or debris has washed, flowed, fallen, or been discarded into ditches, gutters, drains, catch basins, or elsewhere (either within the construction limits or on public or private property), as a result of Contractor operations, such material or debris shall be entirely removed and satisfactorily disposed of during progress of the work, and the ditches, channels, drains, etc., kept in a clean and neat condition. This operation is expected to be performed on a daily basis.

3. It shall be up to Contractor to restore all property, both public and private, which has been disturbed by the Contractor during execution of the contract. This shall include removal of all excess fills, sub-grade, lime rock, asphalt, and surface material which might be displaced off the roadway during construction. Contractor shall provide a site for dumping excess material. The use of private property as a construction storage or dumpsite is prohibited without providing the City Engineer/Project Manager with a written authorization form from the Property Owner.

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G-107	**Decorative Stamp installed in concrete finish (City provides stamp)**	**EA**

Payment for this item shall be made at the unit price set forth in the Bid Schedule and shall constitute full compensation for all cost associated with installing a decorative stamp at each location as specified in the Contract Documents. (Each location may have up to two (2) stamps in a five feet by five feet (5' x 5') area.

G-108-1	**1" SCDH 40 PVC, Conduit, Furnish & Install**	**LF**
G-108-2	**2" SCDH 40 PVC, Conduit, Furnish & Install**	**LF**
G-108-3	**3" SCDH 40 PVC, Conduit, Furnish & Install**	**LF**
G-108-4	**4" SCDH 40 PVC, Conduit, Furnish & Install**	**LF**
G-108-5	**6" SCDH 40 PVC, Conduit, Furnish & Install**	**LF**

Payment for conduit items includes full compensation for equipment, labor and material necessary to execute the work as required by the plans and applicable City Standards. Payment includes trench excavation, installation of conduit, installation of necessary sweeps and 4' stub ups, pull strings, placement of warning tape, backfilling and compacting of trench and other work necessary for complete installation

***All other line items measurements and payments descriptions can be found in the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.**

Certificate Of Completion

Envelope Id: 04EC6E26C7A540CCBC99B16F9786D1C2
Status: Completed
Subject: Transportation Rehab Improvement Program, CW Robert Contracting, Inc. (CIP/230266)
Source Envelope:
Document Pages: 36
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Brittany Craven
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
biverson@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

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Signer Events	Signature	Timestamp
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: 5/3/2023 12:22:32 PM Viewed: 5/4/2023 4:15:06 PM Signed: 5/5/2023 4:48:04 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Stuart Savoy ssavoy@cwrcontracting.com Vice-President Security Level: Email, Account Authentication (None)	DocuSigned by: Stuart Savoy 88C66C672C2B455... Signature Adoption: Pre-selected Style Using IP Address: 65.132.107.122	Sent: 5/8/2023 10:25:34 AM Viewed: 5/8/2023 10:28:45 AM Signed: 5/8/2023 10:39:28 AM
Electronic Record and Signature Disclosure: Accepted: 5/8/2023 10:28:45 AM ID: 52c2fd95-142e-4513-86ea-bfb46f02a72c		
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: 98.180.104.233 Signed using mobile	Sent: 5/8/2023 10:39:32 AM Viewed: 5/8/2023 4:11:55 PM Signed: 5/8/2023 4:12:41 PM
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 April 19 City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Angel B. Jacobs F82769461C4E4E5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/8/2023 4:12:45 PM Viewed: 5/8/2023 4:20:37 PM Signed: 5/8/2023 4:20:59 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Not Offered via DocuSign		

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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
Paul Carlson pcarlson@cwrcontracting.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/8/2023 8:31:53 AM ID: 1c6bbd49-effd-4c9a-8fb4-b634acd520f0	COPIED	Sent: 5/8/2023 10:25:38 AM Viewed: 5/8/2023 10:47:10 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/3/2023 12:22:32 PM
Certified Delivered	Security Checked	5/8/2023 4:20:37 PM
Signing Complete	Security Checked	5/8/2023 4:20:59 PM
Completed	Security Checked	5/8/2023 4:20:59 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.

Item Details

File Number: 2023-1078

ID #:	2023-1078	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**		**In Control:**	City Council
				File Created:	04/27/2023
Presented By: :				**Final Action:**	05/02/2023

rmal Title: Approve a two-year contract with C.W. Roberts Contracting, Inc. for the Transportation Rehabilitation Improvement Program with an aggregate expenditure not to exceed $5,000,000

Internal Notes:

Target Meeting: 05/02/2023

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL - Transportation Rehab Improvement Program, CW Robert Contracting, Inc. (CIP 230266), 04272023 - Procurement Memorandum - ITB-CIP-230266, BID TABULATION SAMPLE PROJECTS, CW Roberts Contracting, Inc. - Pricing and Solicitation Documents

Enactment Number:

:ommendation:

Hearing Date:

Entered by:

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/02/2023	Approved				Pass

Action Text:

Notes: Council Member Dreyer thanked Mr. Sean Lanier and Ms. Daphne Robinson for answering council members' questions and concerns from the previous council meeting.

Stuart Savoy, C.W. Roberts Contracting, Inc., Vice President Division Manager, 4034 SE 38th Loop, thanked Council for their support.

There being no further 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 2023-1078

Submitted By: Paul Constable
Presentation By: Sean Lanier
Department: Engineering

STAFF RECOMMENDATION (Motion Ready):
Approve a two-year contract with C.W. Roberts Contracting, Inc. for the Transportation Rehabilitation Improvement Program with an aggregate expenditure not to exceed $5,000,000

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

PROOF OF PUBLICATION:
Bid released to public: 2/23/2023 Newspaper ad posted: 2/28/2023

BACKGROUND:
This is a two-year contract with the possibility of two, one-year renewals for the reconstruction, rehabilitation, and resurfacing of paved streets and roads as identified by the City's Engineering Department for the Transportation Rehabilitation and Improvement Program (TRIP). The three types of rehabilitation utilized in the contract are reclamation, mill and pave, and overlay.

The scope for this contract includes but is not limited to: the removal and replacement of asphalt; concrete sidewalks; curb; asphalt stripping; asphalt milling; asphalt reclaiming; and all other facets that are included within the contract for the resurfacing and construction of roads and other projects that are assigned to the program.

Contract work is broken up into individual projects with purchase orders issued against the contract for each project throughout the contract period. The total amount to be spent on the contract is not expected to exceed $5,000,000 over the two-year period of the contract.

FINDINGS AND CONCLUSIONS:
On February 23, 2023, the City of Ocala issued an ITB CIP/230266 for the Transportation Rehabilitation Improvement Program. One bid was received on March 30, 2023. Bids were requested and received on a line-item price basis, then sample projects were used with submitted unit prices to determine low bid as follows:

Bidder Name & Office Location Total Bid Amount
C.W. Roberts Contracting, Inc. $738,265.36
Wildwood, FL.

C.W. Roberts Contracting, Inc. was the only bidder. This contractor has completed similar projects in the last five years for the City of Ocala and their experience is well documented. They currently hold the expiring TRIP contract and the new pricing that was submitted with their bid

falls in line with the 24% increase on contract pricing that Florida Department of Transpiration has experienced over the last year. Engineering recommends the approval of this contract.

FISCAL IMPACT:
Funding is available for FY2023 in G/L 091-020-255-541-54-46010 in the amount of $50,000 and 120-020-255-541-54-46010 in the amount of $1,500,000. Additional budgeted funds will be appropriated in the upcoming fiscal year as needed.

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 #: 2026-1284 Agenda Item #: 10b.

Submitted By: Matthew Grow

Presentation By: Matthew Grow

Department: Aviation

FORMAL TITLE:
Award of a 40-year Ground Lease Agreement to GLJ Aviation LLC

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Fiscally Sustainable

PROOF OF PUBLICATION:
Released to the Public: 3/28/26

BACKGROUND:
On March 28, 2024, the City advertised an opportunity to engage with parties qualified, capable, and willing to fund, design, develop, and operate a facility or enterprise that will serve or support operations at the Ocala International Airport in compliance with Federal Aviation Administration policies and Airport standards. The invitation to negotiate (ITN), ITN No. AIR/240448, stated that the City intended to enter negotiations with a developer, culminating in a 40-year lease of the subject property and addressing the parties' rights and obligations regarding the development of the subject City-owned property.

The solicitation closed on May 7, 2025. One response was received from GLJ Aviation LLC (the Developer). After reviewing the Developer's ITN response, the internal selection committee voted to recommend an award to GLJ Aviation LLC.

Using the lease agreement included in the ITN as the basis for negotiations, staff met with the Developer and agreed on the terms of the proposed long-term lease.

The "Hexaport," a hangar that was constructed in the early 1980s and leased to numerous entities over the years, recently had its 40-year ground lease expire. The property is currently on a month-to-month arrangement with the City and is wholly within the Option parcel identified in the proposed GLJ lease agreement. The City has long desired to redevelop the property, as the existing building configuration and operational use are not compatible with the larger aircraft activity surrounding the site. Staff has worked closely with the Hexaport occupants to facilitate an orderly and equitable transition. The GLJ lease allows for a 120-day due diligence time frame, along with 120 days to secure permitting. Collectively, these periods provide approximately eight

months prior to potential redevelopment activity on the site.

FINDINGS AND CONCLUSIONS:

- Maximum lease term of 40 years.
- Ground lease rate of $0.36 per square foot, increasing 3 percent annually beginning January 1, 2027, as established by the 2025 appraisal.
- Five-year right of first refusal on an adjacent parcel at a rate of $1,000 per acre, per year (approximately $3,000 annually).
- The Airport Advisory Board reviewed the proposal but had questions regarding the Option term.
- Staff recommends approval.

FISCAL IMPACT:

The primary lease parcel consists of approximately 67,860 square feet and is projected to generate approximately $24,429.60 during the first full lease year. The ROFR parcel is a little over three acres and generates approximately $3,000 in annual revenue while the Option is active. Estimated annual revenue for Fiscal Year 2026-27 is approximately $27,429.60 in account 451-362-000-000-02-31211.

PROCUREMENT REVIEW:

The underlying solicitation was conducted 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

GROUND LEASE AT AIRPORT

THIS LEASE is entered into effective _____, 2026 ("Effective Date"), between City of Ocala, a Florida municipal corporation ("Landlord"), and _____, a _____ ("Tenant").

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties do hereby agree as follows:

1. Lease of Premises.

1.1. Landlord leases to Tenant, and the Tenant leases from Landlord, real property located in Marion County, Florida, and all improvements now or hereafter located thereon (collectively the "Premises") as follows: The real property ("Property") described in the attached **Exhibit A** and consisting of approximately _____ acres.

1.2. The Premises are located at the Ocala International Airport ("Airport") owned and operated by Landlord.

1.3. This Lease includes the right of ingress and egress to and from the Premises by means of existing means of ingress and egress across the Airport to be used in common with others having similar rights of passage thereon (except when the Airport is closed to the public). The use of any such means of ingress and egress is subject to the present and future rules and regulations of the Airport. Landlord may, at any time, temporarily or permanently close such means of ingress and egress so long as an alternative means of ingress and egress remains available to Tenant. Tenant shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Premises or in any streets near the Premises.

2. Option for Additional Parcel. For a period of five (5) years commencing on the Effective Date of this Lease (the "Option Period"), Tenant shall have a continuing option to lease that certain parcel of land adjacent to the Premises and more particularly described on Exhibit [__] attached hereto and incorporated herein (the "Option Parcel"), provided, however, that if this Lease is terminated during the Feasibility Study Period pursuant to Section 4, this Section shall automatically terminate and be of no further force or effect. If at any time during the Option Period Landlord receives a bona fide written proposal or offer from a n unaffiliated third party in an arm's-length transaction to lease the Option Parcel that Landlord is willing to accept, Landlord shall first give written notice to Tenant setting forth all material terms of such proposed lease, together with a complete copy of the applicable written proposal or offer, including, without limitation, the term, rent, permitted use, commencement date, renewal rights, tenant improvement rights or obligations, and any other material economic or operational terms. Tenant shall have thirty (30) days after receipt of such notice, which period shall not commence unless such notice includes all required information, within which to elect, by written notice to Landlord, to lease the Option Parcel upon the terms set forth in Landlord's notice. If Tenant timely exercises its option, Landlord and Tenant shall execute a lease amendment or separate lease for the Option Parcel incorporating such terms within thirty (30) days after Tenant's election. If Tenant fails timely to exercise its option, Landlord may lease the Option Parcel to such third party upon terms not more favorable in any respect to such third party, and not materially different in any respect, than those offered to Tenant. If Landlord does not

enter into such lease within one hundred eighty (180) days after Tenant declines or fails to exercise, or if the terms offered to the third party are materially changed or become more favorable to the third party, then Tenant's option shall be deemed reinstated in full, and Landlord shall again comply with this Section before leasing the Option Parcel. Landlord shall not structure, divide, combine, or otherwise alter a proposed transaction involving the Option Parcel for the purpose of avoiding Tenant's rights under this Section.

2.1 In the event that Tenant exercise the aforementioned option for the Option Parcel, Landlord and Tenant shall enter into a new, separate written lease agreement for the Option Parcel which shall be under substantially similar terms and conditions as this Lease.

2.2 Landlord and Tenant understand, acknowledge and agree that the Option Parcel:

2.2.1 Is approximately 134,000 square feet or 3.07 acres in size;

2.2.2 Is currently improved by a physical structure with six bays/hangars which is commonly referred to as the "hexaport";

2.2.3 Said hexaport is currently the subject of a lease agreement between the City of Ocala and the Hexaport tenant which has a six-month term and which is subject to termination by the City upon not more than six months' notice such that it could be made available to Tenant in approximately that time period; and

2.2.4 Upon exercise by Tenant of the Option as outlined above and herein, the Option Parcel would be leased to Tenant with the aforementioned hexaport improvement which may, at the sole and exclusive discretion of Tenant, be utilized by Tenant or demolished by Tenant.

2.3 In consideration for the aforementioned option, Tenant shall pay to Landlord an annual fee in the amount of One Thousand U.S. Dollars ($1,000.00) per acre (the "Option Fee") and Tenant shall pay to Landlord said Option Fee on each subsequent anniversary of the Effective Date of this Lease.

3. Term.

3.1. The term of this Lease is thirty (30) years, beginning on May 1, 2026, and ending at 5:00 pm on April 30, 2056.

3.2. So long as Tenant is not in default under this Lease, Tenant has the right to renew the term of this Lease for two (2) additional terms of five (5) years each. Each renewal shall automatically occur unless Tenant gives written notice of non-renewal to Landlord at least 180 days prior to the expiration of the initial term of this Lease (as to the first renewal) or any then-current renewal term (as to any subsequent renewal). All terms and conditions that govern the initial term shall govern any renewal term, except as expressly set forth herein.

4. Feasibility Study. Tenant may, during the period commencing with the execution of this Lease by Tenant and concluding one hundred twenty (120) days after the Effective Date (the "Feasibility Study Period"), determine whether the Property is suitable, in Tenant's sole and absolute discretion,

for Tenant's use. Tenant may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that Tenant deems necessary to determine, to Tenant's satisfaction, the Property's engineering, architectural and environmental properties; zoning and land use restrictions; subdivision status; soil and grade; availability of access to public roads, water and other utilities; consistency with local, state and regional growth management plans; availability of permits, governmental approvals and licenses; and other Inspections that Tenant deems appropriate to determine the Property's suitability for the Tenant's intended use. Landlord gives Tenant, its agents and other representatives, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections. Landlord shall fully cooperate with Tenant and its professionals in connection with the foregoing. Tenant shall deliver written notice to City prior to the expiration of the Feasibility Study Period if Tenant determines the Property is not acceptable, in which event this Lease shall be deemed canceled and of no further effect.

5. Rent.

5.1. During the term of this Lease, Tenant shall pay monthly rent as follows:

5.1.1. Tenant shall commence paying monthly rent upon issuance of a Certificate of Occupancy for the hangar to be constructed thereon by Tenant, or One Hundred and Eighty (180) days after issuance of all permits by all governmental agencies necessary to allow such construction, whichever shall first occur. In connection therewith:

a. Tenant shall apply for all necessary permits for the hangar within ninety (90) calendar days after approval of this Lease by the Landlord and make good faith efforts to obtain all necessary permits as soon as possible.

b. Tenant shall commence construction of the hangar within one hundred eighty (180) days of issuance of such permits, subject to extension for Force Majeure.

c. Tenant shall complete construction of the hangar within eighteen (18) months after issuance of such permits.

5.1.2. Tenant shall pay monthly rent, after the date that rent payments are to commence pursuant to paragraph 4.1.1, in the following amounts:

a. Until December 31, 2026, the monthly rent shall be _____ ($__.__) per month, which amount shall be adjusted at the time that a Certificate of Occupancy is issued. The rate at the time that the Certificate of Occupancy is issued shall be based upon a constructed building footprint with a rate of THIRTYTHIRTY-SIX U.S. CENTS ($00.36) per square foot; and

b. Commencing on January 1, 2027, and on each January 1 thereafter, the monthly rent shall be increased by an amount equal to three (3%) percent of the prior year's monthly rent.

5.2. The monthly rent is payable without Landlord's demand on the first day of each calendar month during the Lease term. If rent payments commence on a day other than the first day

of a calendar month, or terminate on a day other than the last day of a calendar month, the rent will be prorated on a daily basis.

5.3. All rent payable under this Lease shall be paid to Landlord without set-off or withholding for any reason and shall be mailed or delivered to Landlord at Landlord's address as set forth elsewhere in this Lease, or such other address of which Landlord shall notify Tenant, so that it is received prior to the date it is due.

6. Additional Payments.

6.1. Additional Rent Payments. In addition to the rent under paragraph 4, all other payments that the Tenant is obligated to make under this Lease are considered additional rent, regardless of whether the payments are so designated. All additional payments are due and payable at the time the Landlord demands payment or at the time the next succeeding rent installment is due, whichever occurs first. Landlord shall have the same remedies for Tenant's failure to pay additional rent as it does for Tenant's failure to pay monthly installments of rent. All further references to "rent" shall include both monthly installments of rent and additional rent. The provisions of this paragraph shall apply only concerning remedies, and not concerning rent upon which sales and use taxes are to be calculated or paid.

6.2. Utility or Service Charges. The Tenant agrees to pay all charges for gas, electricity or other illumination, heating, air conditioning, water, sewer, telephone service and other utilities attributed to the Premises.

6.3. Ad Valorem Taxes and Assessments.

6.3.1. Tenant shall pay as additional rent during the term of this Lease all ad valorem and real property taxes and all special assessments levied or assessed by any lawful authority against the Premises. In the event any governmental authority having jurisdiction shall levy any general or special assessment against the Premises, Tenant shall also pay to Landlord as additional rent such assessment. Landlord shall have the option to take the benefit of any statute or ordinance permitting any such assessment for public betterments or improvements to be paid over a period of time in which case the Tenant shall be obligated to pay only the said fraction of the installments of any such assessments which shall become due and payable during the term of this lease.

6.3.2. Landlord may, at its sole discretion, estimate the taxes and assessments referred to in this paragraph 5 and require Tenant to pay one-twelfth (1/12th) thereof monthly in advance, together with the payment of fixed minimum annual rent. After the end of each Lease year, Landlord shall furnish Tenant a statement of the actual taxes and assessments, and there shall be an adjustment between Landlord and Tenant with payment to or repayment by Landlord, as the case may require, to the end that Landlord shall receive the entire amount of Tenant's proportionate share for such annual period.

6.4. Sales and Use Taxes. At the time rent payments are made, the Tenant agrees to pay to the Landlord any sales and use taxes that arise because of payment of rent to the Landlord.

6.5. Past Due Rent. If any monthly rental payment is not paid on or before the tenth (10th) day of each month, such payment shall bear interest at ten percent (10%) per annum. A payment is considered late if received ten (10) business days or more after such payment is due. (This is not a grace period; any payment not received when due is a default.) If payment made by check is dishonored by Tenant's bank, the amount due shall be deemed a "late payment" and treated as set forth herein.

6.6. Amounts Advanced by Landlord. Any amount advanced by Landlord pursuant to the terms and provisions of this Agreement shall be repaid to Landlord by Tenant by the first of the calendar month following the date of such advance unless otherwise specifically provided in this Agreement.

6.7. Tenant's Taxes. Tenant further covenants and agrees to pay promptly when due all taxes assessed against all fixtures, furnishings, equipment and stock-in-trade placed in or on the Premises during the term of this Lease.

7. Landlord's Services, Utilities and Taxes.

7.1. Tenant shall obtain, at its sole cost and expense, all utilities (e.g., without limitation, electricity, telephone, water, sewer, and trash collection services) service for the Premises. Tenant shall be responsible for all costs associated with extending utility lines from their current point of termination to improvements to be constructed by Tenant hereunder.

7.2. Landlord shall, at its sole cost, design, construct, and maintain the access road serving the rear/southern boundary of the Premises.

7.3. Landlord shall cooperate in good faith with Tenant, at no out-of-pocket cost to Landlord, in connection with obtaining utility easements and extensions across Airport property as reasonably necessary to serve the Premises.

7.4. Landlord shall not be liable for full or partial stoppage or interruption of the above services or utilities unless such stoppage or interruption is caused by the negligence or willful misconduct of Landlord, its agents, or employees. In such event, Landlord shall promptly restore such services at its sole cost, and if any such interruption continues for more than five (5) consecutive business days, monthly rent shall abate on a per diem basis until services are restored.

8. Use of Premises.

8.1. Tenant shall have the right to use the Premises for the following and for no other purpose without Landlord's prior written consent, which consent may be withheld by Landlord in its sole discretion:

8.1.1. Storage and maintenance of aircraft that are either owned or leased by Tenant.

8.1.2. Storage of aviation fuel, lubricants, aircraft parts and other items of personal property necessary for Tenant's use to maintain and operate aircraft owned or leased by Tenant, provided that all such items of personal property, other than gasoline, shall be contained within improvements to be constructed by Tenant on the Premises. No explosives or combustible materials will be permitted within or about any improvements except for fuel in aircraft tanks or small containers of

lubricants, cleaning materials, and other aviation-related materials stored in containers or cabinets that have been approved by the EPA or local Fire Marshall.

8.1.3. Construction on the Premises of private offices attached to hangar. If offices are to be open to the public, tenant agrees to construct all necessary security measures to prevent the general public from accessing the Airport Operations Area.

8.1.4. Tenant may use the Premises for the storage, maintenance, and operation of aircraft and for related aviation-commercial activities, subject to applicable Airport rules, FAA requirements, and SASO minimum standards.

8.1.5. At the discretion of the Landlord (which may be withdrawn at any time), nonexclusive use of all airport facilities which are not specifically leased to other tenants under private leases.

8.2. Tenant shall not sell nor dispense from mobile fuelers or other typical fueling devices without the express written permission from the Airport Director, which may be withheld or conditioned in the Airport Director's sole discretion, aviation fuels of any kind upon the Premises or otherwise at the Airport.

8.3. No outside storage shall be allowed. All areas not paved or covered by the Improvements shall be grassed and landscaped as approved.

8.4. Tenant agrees that no business shall be carried on, nor any act or acts done or permitted to be done on the Premises that in any manner conflicts with any applicable valid law or regulation of the City of Ocala, Marion County, State of Florida, and the United States of America or any department, bureau or agency thereof.

8.5. Tenant will not do or suffer to be done in or upon the Premises any act or thing which amounts to a nuisance or creates waste to the Premises.

8.6. Tenant shall not produce any disturbances on any Airport property that interferes with the operation by the Landlord or the Federal Aviation Administration of air navigational communications or flight equipment on the Airport.

8.7. Tenant shall comply with all present and future written instructions of the Landlord in disposing of its trash and refuse at Tenant's expense and shall use a system of refuse disposal approved by the Landlord.

8.8. Tenant shall not do nor permit to be done any act or thing upon the Premises, which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by this Lease.

8.9. Nuisance/Hazardous Substances.

8.9.1. Tenant shall not commit any nuisance, nor permit the admission of any objectionable noise, or odor, nor burn any trash or refuse within the Premises, nor bring on, deposit or allow to be brought on or deposited on the Premises any asbestos materials or any other Hazardous Substance or materials as the same may be defined by State, Federal or local laws, rules, statutes, or regulations; nor make

any use of the Premises or any part thereof or equipment therein which is improper, offensive or contrary to any law.

8.9.2. Tenant shall not cause or commit any Hazardous Substance to be used, stored, generated or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors, or invitees, without first obtaining Landlord's written consent. If Hazardous Substances are used, stored, generated, or disposed of on or in the Premises except as permitted above, or if the Premises become contaminated in any manner for which Tenant is legally liable, Tenant shall indemnify and hold harmless the Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, but without limitation, a decrease in value of the Premises, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees, and costs) arising during or after the Lease Term and arising as a result of such contamination by Tenant. Without limitation of the foregoing, if Tenant causes or permits the presence of any Hazardous Substance on the Premises and such results in contamination, Tenant shall promptly, at its sole expense, take any and all actions necessary to return the Premises to the condition existing prior to the presence of any such Hazardous Substance on the Premises. Tenant shall first obtain Landlord's approval for any such remedial action.

8.9.3. As used herein "Hazardous Substance" means any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the State of Florida, or the United States Government. "Hazardous Substance" includes any and all material or substances which are defined as "Hazardous Substance" pursuant to State, Federal, or local government law. "Hazardous Substance" includes, but is not restricted to, asbestos, polychlorobipenyls ("PCB's") and petroleum.

9. Improvements.

9.1. Tenant's Right to Construct Buildings and Other Improvements.

9.1.1. Tenant shall have the right to construct structures, buildings, and other improvements, including without limitation a hangar with ancillary office, ("Improvements") on the Premises, at Tenant's sole cost and expense, pursuant to paragraph 7 above. In connection with any construction, Tenant shall be permitted to grade, level, and fill the land, remove trees and shrubs, install roadways and walkways, and install utilities, provided all of the foregoing serve the Improvements erected on the Premises. Landlord shall have no liability for any costs or expenses in connection with the construction of Improvements on the Premises. All improvements shall be in accordance with the applicable building codes and other laws and ordinances.

9.1.2. Tenant shall submit plans to Landlord in advance of construction of any proposed Improvements before construction may begin. Plans shall reasonably comply with existing improvements of others at the Airport. Approval of said plans shall not be unreasonably delayed or withheld. Tenant shall not be required to apply for permits until the plans are approved by the Landlord.

9.1.3. Landlord shall cooperate with Tenant to facilitate timely execution of required documents, permits, legal descriptions, permit approvals or other matters requiring Landlord's consent.

9.2. Signage. Tenant may display in, on, or above the Premises any sign or decoration, the nature of which is permitted by applicable law and is not dangerous, unsightly or detrimental to the Premises. At the termination of this Lease, Tenant shall if so requested by landlord, remove any signs it has placed on the Premises, repairing any damage caused thereby.

9.3. Fencing. Tenant acknowledges that all fencing must comply with applicable security requirements.

9.4. Tenant's Delivery of Possession After Termination or Expiration.

9.4.1. On the expiration or early termination of this Lease (the "Expiration Date"), Tenant shall promptly quit and surrender the Premises and Improvements, and deliver to Landlord actual possession and ownership of the Premises and Improvements in good order, condition, and repair.

9.4.2. Tenant shall have the right to remove from the Premises and Improvements all movable trade fixtures, movable equipment, and articles of personal property used or procured for use in connection with the operation of its business on or before the Expiration Date, provided that Tenant shall promptly repair, or cause to be repaired, any damage resulting to the Premises or Improvements by reason of this removal. Any trade fixtures, equipment, or articles of personal property of Tenant that remain at or on the Premises after the Expiration Date shall be deemed to have been abandoned by Tenant, and may either be retained by Landlord as its property or disposed of by Landlord without accountability to Tenant for the value of these trade fixtures, equipment, or articles of personal property, or any proceeds derived from the sale of these items.

10. Condition of Premises.

10.1. Tenant's Acceptance and Maintenance of Premises. UPON TENANT'S OCCUPANCY OF THE PREMISES, TENANT WILL BE DEEMED TO HAVE ACCEPTED THE PREMISES IN THE CONDITION THEY ARE IN ON THAT DATE "AS IS" AND WITH NO ADDITIONAL WARRANTIES, EXCEPT AS EXPRESSLY SET FORTH HEREIN. Subject to Landlord's obligations set forth in this Lease, Tenant agrees to maintain the Premises in the same condition, order, and repair as they are on that date, except for reasonable wear and tear arising from the use specified in this Lease.

10.2. Obligations to Repair.

10.2.1. Tenant shall, at its own expense and risk, maintain the Premises and all Improvements in good repair and condition at all times, including, without limitation, the interior and exterior of the Premises and Improvements, the roof, exterior walls and air-conditioning system. Tenant shall keep the Premises and Improvements in a clean, sanitary and safe condition at all times. The plumbing and other facilities shall not be used for any other purposes than that, for which they were constructed, and no foreign substances of any kind shall be deposited in

the plumbing or other facilities, and the expense of any breakage, stoppage or damage resulting from the violation of this provision by Tenant shall be borne by the Tenant. In the event Landlord incurs any expense for repairs or maintenance that are the duty of Tenant to perform, Landlord may demand repayment of same from Tenant, and Tenant shall make payment within ten days after the demand as additional rent.

10.2.2. Landlord shall not be liable for any damage or inconvenience that may arise through repair or alterations of any part of the Premises or Improvements, except to the extent such damage or inconvenience results from the negligence or willful misconduct of Landlord, its employees, agents, or contractors.

10.2.3. Tenant shall replace all electric light bulbs and tubes in the electrical fixtures in the Premises or Improvements as shall be necessary.

10.2.4. If Tenant fails to perform its obligations to repair or maintain according to the provisions of the preceding subparagraphs above within a reasonable time after notice from Landlord of the need for such repair or maintenance (or immediately if the failure to perform repairs or maintenance endangers the safety of persons or property), Landlord may, in addition to all other remedies available under this Lease, make the repairs or perform the maintenance, or have the repairs made or maintenance performed at its own expense. Tenant shall, within ten (10) days of Landlord's demand, reimburse Landlord for the reasonable expense of the repair or maintenance.

10.3. Damage to Premises. On the Landlord's demand, the Tenant shall pay for all damages the Premises, the Improvements or any portion thereof that are caused by the act or neglect of the Tenant, its invitees, or any persons in the Tenant's employ or control.

10.4. Condition at End of Term. At the earlier of the expiration of the Lease term or the termination of this Lease, the Tenant will quit the Premises and will surrender them to the Landlord. The Tenant will remove all personal and other property that belongs to the Tenant under this Lease and will repair all damages to the Premises or Improvements caused by that removal.

10.5. Landlord Not Responsible. Except for the negligence of Landlord or Landlord's employees, agents or contractors, Landlord shall not be responsible for any damage to property of Tenant or of others located in or about the Premises nor for the loss of or damage to any property of Tenant or of others by theft or misappropriation or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or leaks from any part of the Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatever nature. Landlord shall not be liable for any such damage caused by occupants of adjacent property, occupants of the Improvements, or the public.

11. Entry and Inspection of Premises.

11.1. The Landlord is entitled to enter the Premises during all reasonable hours, upon reasonable notice to Tenant for the following reasons:

11.1.1. To provide services, fulfill other obligations or exercise rights hereunder.

11.1.2. To examine the Premises.

11.1.3. To make all repairs, additions, or alterations that the Landlord or agent deems necessary for safety, comfort, or preservation of the Premises or of the building.

11.1.4. To remove signs, fixtures, alterations, or additions that do not conform to this Lease.

11.2. Landlord shall have the right to use any means that Landlord may deem proper to open doors in an emergency situation that is immediately jeopardizing persons or property in order to reasonably obtain entry to the Premises. In all non-emergency circumstances, Landlord shall provide reasonable prior notice and obtain Tenant's consent (not to be unreasonably withheld). Tenant waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss in, upon, or arising from Landlord's entry onto the Premises in such an emergency.

11.3. Any entry to the Premises obtained by Landlord for any of the above stated purposes and by any of such means, or otherwise, shall not be construed or deemed a forcible or unlawful entry onto the Premises, or an eviction of Tenant from the Premises or any part of the Premises.

11.4. In the event that any personal property of Tenant shall obstruct the access of the Landlord, its officers, employees, agents or contractors or the utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Tenant shall move such property as directed by Landlord or such utility company in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Tenant shall fail to so move such property, after direction from the Landlord or such utility company to do so, the Landlord or the utility company may move it and Tenant hereby agrees to pay the cost of such moving upon demand. The exercising of this right of the Landlord shall not be construed to be an eviction of Tenant, nor be made the grounds for any abatement of rental.

12. Insurance, Indemnity.

12.1. Indemnification.

12.1.1. Tenant shall hold the Landlord harmless from, and indemnify Landlord against, any and all liability, damages, out of pocket costs and reasonable attorneys' fees, injury, actions or causes of action whatsoever:

a. Suffered or occasioned upon the Premises or arising out of the operation, conduct and use of the Premises, except those caused or created by Landlord, or its agent, employees or contractors;

b. For any injury to or death of any person or persons or damage to property caused by the negligence or willful misconduct of Tenant, or its invitees, agents or employees, or by a default by Tenant under this Lease; or

c. Resulting from any generation, use, treatment, storage or release of any hazardous or toxic materials or substances or wastes at the Premises by Tenant or its agents during the Lease term or resulting from any violation during the Lease term of any environmental laws, rules or regulations applicable to the Premises or any operation conducted thereon.

12.1.2. Tenant's grant of indemnity to Landlord hereby survives expiration of this Lease.

12.2. Defense of Landlord. In the event any action or proceeding shall be brought against Landlord by reason of any matter for which Landlord is indemnified hereunder, Tenant shall, upon notice from Landlord, at Tenant's sole cost and expense, resist and defend the same, provided however, that Tenant shall not admit liability in any such matter on behalf of Landlord without the written consent of Landlord and provided further that Landlord shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Tenant which may not be unreasonably withheld.

12.3. Disclaimer of Liability. Landlord shall not be liable for injury or damage occurring to any person or property arising out of this Lease, or as a result of Tenant's possession of the Premises, including, without limitation, harm or personal injury to Tenant or third persons during Tenant's possession of the Premises or the term of this Lease, except in the event any such injury or damage is caused as the direct result of Landlord's gross negligence or willful misconduct.

12.4. Notice, Cooperation, and Expenses.

12.4.1. Landlord shall give Tenant prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent Landlord from cooperating with Tenant and participating in the defense of any litigation by Landlord's own counsel. Tenant shall pay all reasonable expenses incurred by Landlord in response to any such action, suits, or proceedings. These expenses shall include all out-of-pocket expenses such as reasonable attorney fees and shall also include the reasonable value of any services rendered by Landlord's attorney, and the actual expenses of Landlord's agents, employees, or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions, or proceedings but shall not include attorney's fees for services that are unnecessarily duplicative of services provided Landlord by Tenant.

12.4.2. If Tenant requests Landlord to assist it in such defense then Tenant shall pay all expenses incurred by Landlord in response thereto, including defending itself with regard to any such actions, suits, or proceedings. These expenses shall include all out-of-pocket expenses such as reasonable attorney fees and shall also include the costs of any services rendered by Landlord's attorney, and the actual expenses of Landlord's agents, employees, or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions, or proceedings.

12.4.3. Tenant shall give Landlord prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph.

12.5. General Liability Insurance. Tenant shall maintain during the entire Agreement term and all periods in which Tenant is in possession of the Premises, such general liability insurance as will provide coverage for claims for damages for personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the Premises or Tenant's possession of the Premises, with combined single limits of not less than $200,000.00 per occurrence and with a $1,000,000.00 aggregate. The "City of Ocala" shall be named as an Additional Insured.

12.5.1. If the Commercial General Liability form is used:

a. Coverage A shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverages.

b. Coverage B shall include personal injury.

c. Coverage C, medical payments, is not required.

12.5.2. If the Comprehensive General Liability form is used, it shall include, at least Bodily Injury and Property damage liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.

12.5.3. Tenant shall arrange for its liability insurances to include, or be endorsed to include, a severability of interest/cross liability provision, so that Landlord (as Additional Insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

12.6. Property Insurance. At all times during the term of this Agreement, Tenant shall maintain, at its sole cost, All Risk Replacement Cost insurance covering the Premises including, without limitation, all improvements, together with any other insurance that Landlord may require from time to time. The insurance shall be carried by insurance companies authorized to transact business in Florida, selected by Tenant and approved by Landlord. In addition, the following conditions shall be met:

12.6.1. The insurance shall be in amounts no less than one hundred percent (100%) of the replacement cost of the buildings and other improvements located on the Premises (but sufficient to satisfy the requirements of any coinsurance clause).

12.6.2. The insurance shall be maintained for the mutual benefit of Landlord and Tenant. The insurance policy or policies shall name both Landlord and Tenant as insureds as their interests may appear.

12.6.3. Any and all fire or other insurance proceeds that become payable at any time during the Term of this Lease because of damage to or destruction of any Improvements on the Premises shall be paid to Tenant in trust and applied by Tenant toward the cost of repairing, restoring, and replacing the damaged or destroyed Improvements in the manner required by paragraph 17 of this Lease.

a. Proceeds shall be applied first toward the reduction of the unpaid principal balance of any and all obligations secured pursuant to paragraph 15.2 of this Lease.

b. The balance of the proceeds, if any, shall be paid to Landlord to compensate Landlord, at least in part, for the loss to the fee estate of value of the damaged or destroyed Improvements.

12.7. Construction Insurance. Tenant shall, at its sole expense, procure and maintain during the course of the construction of any improvement or alterations on the Premises constructed during the term of this Lease, "builder's risk," owner's contingent or protective liability insurance naming Landlord as an additional insured covering claims not covered by or under the terms of the above mentioned comprehensive public liability insurance, and Tenant shall also carry during such period of construction Worker's Compensation Insurance covering all persons employed by Tenant on or in connection with such construction.

12.8. Aviation Liability Insurance. At all times during the term of this Agreement, Tenant shall maintain, at its sole cost, Aviation Liability insurance with combined single limits of not less than $200,000.00 per occurrence, $1,000,000.00 aggregate, and is to include bodily injury and property damage liability arising out of the operation, maintenance or use of any aircraft, including, owned, non-owned and hired aircraft.

12.9. Deductibles. Tenant's deductibles or self-insured retentions shall be disclosed to Landlord and may be disapproved by the latter. They shall be reduced or eliminated at the option of Landlord upon recommendation of Landlord's Risk Management Department. The Tenant is responsible for the amount of any deductible or self-insured retention.

12.10. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Tenant. Landlord does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Tenant's interests or liabilities, but are merely the minimums. No insurance is provided by Landlord under this Lease to cover Tenant or its contractors or sub-contractors.

12.11. Duplicate Insurance. Insurance required of Tenant or any other insurance of Tenant which covers Landlord shall be considered primary, and insurance or self-insurance of Landlord shall be considered excess, as may be applicable to claims against Landlord which arise out of this Lease.

12.12. Certificates. Tenant shall provide a Certificate of Insurance issued by a company authorized to do business in the State of Florida and with an A.M. Best rating of at least B+, which provide for at least 30 days' notice of cancellation to be given to City. Such Certificate shall be delivered to: City of Ocala, 110 SE Watula Ave, Attention Procurement Manager, Ocala, FL 34478.

12.13. Landlord May Change Limits. Landlord reserves the right to increase or decrease, or expand or narrow, the minimum limits or amounts of insurance requirements set forth above to conform to changes in Landlord's liability under Florida law (including the Florida Tort Claims Act), provided (i) any such change shall be commercially reasonable and consistent with limits required of similarly situated tenants at the Airport, (ii) Landlord

shall provide Tenant not less than one hundred twenty (120) days' prior written notice, and (iii) Tenant shall have a reasonable opportunity to obtain conforming coverage at renewal.

12.14. Failure to Provide Insurance. In the event that Tenant shall fail to obtain or maintain in full force and effect any insurance coverage required to be obtained by Tenant under this Agreement, Landlord may procure same from such insurance carriers as Landlord may reasonably deem proper, irrespective that a lesser premium for such insurance coverage may have been obtained from another insurance carrier, and Tenant shall pay as additional rent, upon demand of Landlord, any and all premiums, costs, charges and expenses incurred or expended by Landlord in obtaining such insurance. Notwithstanding the foregoing sentence, in the event Landlord shall procure insurance coverage required of Tenant hereunder, Landlord shall in no manner be liable to Tenant for any insufficiency or failure of coverage with regard to such insurance or any loss to Tenant occasioned thereby, and additionally, the procurement of such insurance by Landlord shall not relieve Tenant of its obligations under this Agreement to maintain insurance coverage in the types and amounts herein specified, and Tenant shall nevertheless hold Landlord harmless from any loss or damage incurred or suffered by Landlord from Tenant's failure to maintain such insurance.

12.15. Safety/Environmental.

12.15.1. Tenant is responsible at all times for precautions to achieve the protection of all persons including employees, and property.

12.15.2. Tenant shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. NFPA, EPA, DEP, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All hazardous material spills, accidents, injuries or claims or potential claims shall be immediately reported promptly to Landlord's Risk Management Department.

12.16. Miscellaneous.

12.16.1. Tenant shall be responsible for carrying such insurance as Tenant may desire to protect Tenant's own equipment, contents, personal property and other property on the Premises, and business loss insurance

12.16.2. Tenant may not perform or fail to do any act with respect to the Premises, may not use or occupy the Premises, and may not conduct or operate the Tenant's business, in any manner that is objectionable to the insurance companies, it causes them to void or suspend any insurance, or that causes them to increase the premiums above the amounts that would usually have been in effect for the occupancy under this Lease. Tenant may not permit or suffer another person to do so with respect to the Premises.

13. Liens and Mortgages on Premises.

13.1. Construction Liens Incurred by Tenant. The Tenant shall not subject the Landlord's interest or estate to any liability under any construction or other lien law. No provisions of this Lease may be construed as to imply that the Landlord has consented to the Tenant incurring such a lien. If any construction lien, lis pendens, or other lien is filed against the Premises or the building for any work, labor, services, or materials that a lienor claims to

have performed or furnished for the Tenant or any person holding through or under the Tenant, the Tenant must cause that lien to be canceled and discharged of record within twenty days after the Landlord gives notice to the Tenant. If such a lien is filed, the Landlord may satisfy the lien after giving notice to the Tenant as provided in this paragraph and without limiting the Landlord's rights or remedies under this Lease. The Tenant shall promptly reimburse the Landlord for any amounts expended to satisfy the lien and for any expenses incurred in connection with that satisfaction. The Tenant has no right of setoff against the Landlord. The Tenant's failure to cancel and discharge of record any lien under to this paragraph is a default by the Tenant under the provisions of this Lease.

13.2. Leasehold Mortgages Permitted.

13.2.1. Landlord acknowledges and agrees that Tenant shall have the right to finance its interest in this Lease including, without limitation, the cost of constructing the Improvements. Landlord agrees that notwithstanding any other provision of this Lease, either express or implied, to the contrary, such financing may be in the form of a mortgage, including, in connection therewith, a collateral assignment of this Lease, or other forms of financing utilized by Tenant from time to time (collectively, "Leasehold Mortgage"). Any such leasehold financing shall be subordinate to this Lease and shall not allow the holder of the Leasehold Mortgage ("Leasehold Mortgagee") to eliminate or damage Landlord's reversionary interest in the Improvements.

13.2.2. After the recording of any Leasehold Mortgage made by Tenant, notwithstanding anything to the contrary contained in this Lease, so long as such Leasehold Mortgage is a lien on the leasehold estate of Tenant hereunder and Landlord has actually received from such Leasehold Mortgagee or from the Tenant written notice of the Leasehold Mortgage together with the identity of and the address of the Leasehold Mortgagee, Landlord and Tenant agree as follows:

a. If Tenant or any mortgagee under a Leasehold Mortgage ("Leasehold Mortgagee") has delivered to Landlord prior written notice of the address of such Leasehold Mortgagee, Landlord shall deliver to such Leasehold Mortgagee a copy of any notice given under this Lease in the same manner and at the same time such notice is delivered by Landlord to Tenant. Landlord agrees that no notice of default, termination of this Lease or termination of Tenant's right to possession of the Premises, and no reletting of the Premises by Landlord predicated on the giving of any such notice, shall be effective unless Landlord gives the Leasehold Mortgagee written notice (or a copy of the notice given to Tenant) of the default termination or re-entry, as the case may be, and the Leasehold Mortgagee shall have the rights set forth in this subparagraph, with regard thereto.

b. In the event of a default by Tenant under this Lease, the Leasehold Mortgagee shall have the same periods to cure a default following Leasehold Mortgagee's receipt of written notice as are provided to Tenant in paragraph 15.1 of this Lease (the "Cure Period"). If Tenant defaults under any provision of this Lease, the Leasehold Mortgagee, without prejudice to its rights against Tenant, shall have the right to cure such default within the Cure Period whether the same consists of the failure to pay rent or the failure to perform any other obligation on Tenant's part to be performed under this Lease.

Landlord shall accept performance by the Leasehold Mortgagee as though the same had been performed by Tenant and, for such purpose, Landlord and Tenant hereby authorize the Leasehold Mortgagee to enter upon the Premises and to perform any of Tenant's obligations under this Lease, provided that the Leasehold Mortgagee shall indemnify and hold Landlord harmless from all claims and liabilities arising out of such action, including attorneys' fees. In the event of any default under this Lease, Landlord shall not terminate this Lease, or take any action to effect a termination of this Lease, or re-enter, take possession of or relet the Premises or similarly enforce performance of this Lease in any manner, provided that within the Cure Period the Leasehold Mortgagee cures such default.

13.2.3. Any Leasehold Mortgagee shall be liable for performance of the obligations of Tenant under this Lease only during the period that Leasehold Mortgagee is actually in possession of the Premises or has actual ownership of the leasehold estate created hereunder. Landlord acknowledges and agrees that any third-party purchaser at a foreclosure sale, or any third party purchaser of the leasehold interest hereunder from the Leasehold Mortgagee after the Leasehold Mortgagee's acquisition thereof, shall have the right to encumber its leasehold interest with a Leasehold Mortgage, and the mortgagee thereunder shall have all of the rights of a Leasehold Mortgagee set forth in this subparagraph. The provisions of this subparagraph are for the benefit of and shall be enforceable by any Leasehold Mortgagee.

13.2.4. There shall be no merger of this Lease or any interest in this Lease or of the leasehold estate hereby created with the fee estate in the Premises by reason of the fact that this Lease or any interest hereunder may be directly or indirectly held by or for the account of any person who holds, directly or indirectly, the fee estate in the Premises or any interest in the fee estate. Except in the case of a surrender on the expiration of the Term of this Lease, no surrender by Tenant of the Premises or this Lease, or any interest therein, shall be valid or effective without the prior written consent of the Leasehold Mortgagee; provided, however, that the foregoing shall not be deemed to limit Landlord's right to terminate this Lease pursuant to the provisions of paragraph 15.2 below (subject to the provisions of paragraph 15.1) or any other provision of this Lease or Landlord's rights at law or in equity. No termination or rejection of this Lease by Tenant, including, without limitation, a rejection of this Lease in any bankruptcy proceeding, shall be valid or effective without the prior written consent of the Leasehold Mortgagee, which consent shall not be unreasonably withheld, delayed, or conditioned. Landlord acknowledges and agrees that the Leasehold Mortgagee shall not be bound by any material amendment, modification, or change made to any provision of this Lease without the prior written consent of the Leasehold Mortgagee, which consent shall not be unreasonably withheld, delayed, or conditioned.

13.2.5. Landlord agrees that the Leasehold Mortgage (or an ancillary instrument made by Tenant in connection therewith) may include an assignment to the Leasehold Mortgagee of the rents from any sublease of the Premises, provided that Tenant shall have the right to collect any such rents so long as no default has occurred under the Leasehold Mortgage.

13.3. Upon execution of this Lease, Tenant shall simultaneously to execute, acknowledge and deliver without charge a memorandum of lease substantially similar to the instrument attached hereto as **Exhibit B** ("Memorandum of Lease"), containing a confirmation that the interest of Landlord shall not be subject to liens as set forth herein. The Memorandum of Lease is hereby incorporated into this Lease as if fully set forth herein.

14. Assignments and Sublets.

14.1. Permissible Assignments and Sublets.

14.1.1. The Tenant may not assign this Lease, nor license or grant any concession for the use of the Premises, to another person without obtaining the Landlord's prior written consent, which shall not be unreasonably withheld.

14.1.2. Tenant may, however, sublease portions of the Premises to other persons without obtaining Landlord's prior written consent, provided that such sublease is subject, in all regards, to the provisions of this Lease. In no event, however, may Tenant sublease all or any portion of the Premises to a fixed base operator to sell fuel. If the Premises are sublet:

a. Each subtenant shall provide liability insurance consistent with the provisions of paragraph 11.5 of this Lease.

b. In the event that the Tenant is in default, Landlord may collect from any subtenant, or any other person or entity occupying the Premises, the rent, charges or fees payable by such subtenant, person or entity, and may apply the net amount collected to the rent owed by Tenant hereunder. Nothing set forth herein shall obligate Landlord to do so, however.

14.2. Continued Liability of Tenant. If the Tenant makes any assignment, sublease, license, or grant of a concession, the Tenant will nevertheless remain unconditionally liable for the performance and financial obligations of all of the terms, conditions, and covenants of this Lease.

14.3. Landlord's Right to Collect Rent From Any Occupant. If the Tenant is in default on any payments under this Lease and any other person is subletting or occupying the Premises, or if the Tenant assigns this Lease, the Landlord may collect rent from the assignee, subtenant, or occupant. The Landlord may apply the net amount collected to the rent required under this Lease. The Landlord's collection of the rent does not waive the covenant against assignment and subletting under this Lease nor does it constitute the Landlord's acceptance of the assignee, subtenant, or occupant as a Tenant, nor the Landlord's waiver of the Tenant's further performance of the covenants contained in this Lease.

15. Airport Specific Provisions.

15.1. Specific Airport Regulations.

15.1.1. Tenant acknowledges that, as part of the Airport, this Lease, and the use of the Premises, shall be governed by specific Federal, State and local rules, laws and regulations including, without limitations, the following:

a. The Airport Rules and Regulations, a copy of which has been provided to Tenant, and any subsequent amendments thereto or revisions thereof.

b. The Airport Minimum Standards, a copy of which has been provided to Tenant, and any subsequent amendments thereto or revisions thereof.

15.1.2. Tenant shall, at all times, comply with all such laws, regulations, rules and policies.

15.1.3. Landlord shall have the right to deny access to the Airport to any person or entity that fails or refuses to obey and comply with such laws, regulations, rules and policies.

15.2. Nondiscrimination.

15.2.1. Tenant for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of such facilities, (2) in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended.

15.2.2. In the event of breach of any of the above nondiscrimination covenants, shall have, in addition to all remedies available hereunder or at law or equity, the right to terminate the lease and to re-enter and as if such lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

15.2.3. Further, Landlord reserves the right to take whatever action it may be entitled to by law or equity to take in order to enforce this paragraph. This provision is to be considered as a covenant on the part of Tenant, a breach of which continuing after notice by Landlord to cease and desist will constitute a material breach of this Agreement and will entitle Landlord, at its option, to exercise its right of termination as provided for herein or take any action that it deems necessary to enforce compliance herewith.

15.2.4. Tenant shall include the foregoing provisions in every agreement or concession pursuant to which any person or persons, other than Tenant, operates any facility at the Premises providing service to the public and shall include thereon a provision granting Landlord a right to take such action as the United States may direct to enforce such covenant.

15.2.5. Tenant shall indemnify and hold harmless Landlord from any claims and demands of third persons including the United States of America resulting from Tenant's

noncompliance with any of the provisions of this paragraph and Tenant shall reimburse Landlord for any loss or expense incurred by reason of such noncompliance.

15.3. Governmental Requirements.

15.3.1. Tenant shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over Tenant's operations at the Premises which may be necessary for Tenant's operations.

15.3.2. Without waiving any right to protect any assessment or to claim any exception to which Tenant may be entitled by law, Tenant shall pay taxes, license, certification, permit and examination fees and excise taxes which may be assessed, levied, exacted or imposed on the Premises, leasehold interest or operations hereunder or on the gross receipts or income to Tenant therefrom and shall make all applications, reports, and returns required in connection therewith.

15.3.3. It shall be a condition of this Lease:

a. That Landlord reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in such airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the such airspace, and for use of such airspace for landing on, taking off from or operating on the Airport.

b. That Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

c. That Tenant expressly agrees for itself, its successors and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

15.3.4. Landlord does not hereby grant any exclusive rights at the Airport to Tenant or any greater rights or privileges with respect to the use of the Premises than are expressly granted hereunder.

16. Default by Tenant.

16.1. Events of Default. Upon the happening of one or more of the events set forth below (any of which is referred to hereinafter as an "Event of Default"), and subject to notice to any Leasehold Mortgagee, Landlord shall have any and all rights and remedies hereinafter set forth:

16.1.1. If Tenant should fail to pay rent when it becomes due and such failure continues for ten (10) days after Landlord provides Tenant with written notice of such failure.

16.1.2. If Tenant should fail to pay rent within ten (10) days of when it becomes due more than three (3) times during any of twelve (12) consecutive months (notwithstanding Landlord's acceptance of rent from Tenant) and without the necessity of Landlord providing Tenant with written notice or opportunity to cure.

16.1.3. If Tenant does not commence construction of the hangar substantially in accordance with paragraph 4.1.1 above, and such failure continues for thirty (30) days after written notice from Landlord specifying the deficiency.

16.1.4. If Tenant violates any other material term, condition or covenant herein on the part of Tenant to be performed and such failure continues for fifteen (15) days after Landlord provides Tenant with written notice of such failure; provided, however, if the default is one which cannot be cured within such time period, Tenant will have such additional time as maybe required so long as Tenant diligently pursues the remedy. Notwithstanding the foregoing:

a. If Tenant has previously defaulted under a material term, condition or covenant of this Lease and is provided with notice of and an opportunity to clear such breach, any subsequent breach of the same term, condition, or covenant shall constitute a breach of this Agreement without further notice or opportunity to cure; or

b. The failure to provide insurance shall constitute an immediate default hereunder without the necessity of notice or an opportunity to cure, unless no insurance is available commercially in the state of Florida.

16.1.5. In the event a petition in bankruptcy under any present or future bankruptcy laws (including but not limited to reorganization proceedings) be filed by or against the Tenant and such petition is not dismissed within thirty (30) days from the filing thereof, or in the event Tenant is adjudged a bankrupt;

16.1.6. In the event an assignment for the benefit of creditors is made by Tenant; or

16.1.7. In the event of an appointment by any court of a receiver or other court officer of Tenant's property and such receivership is not dismissed within thirty (30) days from such appointment.

16.2. Landlord's Remedies.

16.2.1. If any Event of Default occurs, Landlord shall have the right, at the option of Landlord, to pursue one or more of the following remedies, in addition to all other remedies available at law or equity:

a. Terminate this Lease and thereupon reenter and take possession of the Premises with or without legal process.

b. Declare all remaining rent under the Lease immediately due and owing.

c. Without terminating this Lease, reenter and relet the Premises, or any part thereof, with or without legal process, for the account of Tenant upon such

terms and conditions as Landlord may deem advisable or satisfactory, in which event the rents received on such reletting shall be applied:

1). First, to the expenses of such reletting and collection including but not limited to, necessary renovation and alterations of the Premises, reasonable attorney's fees, any real estate commissions paid;

2). Second, toward payment of all sums due or to become due Landlord hereunder; and

3). Third, if a sufficient sum shall not be thus realized or secured to pay such sums and other charges due Landlord, then, Tenant shall pay Landlord any deficiency monthly, and Landlord may bring an action therefor as such monthly deficiency shall arise.

4). Nothing herein, however, shall be construed to require Landlord to reenter and relet in any event. Landlord shall not, in any event, be required to pay Tenant any surplus of any sums received by Landlord on a reletting of the Premises in excess of the rent provided in this Lease.

d. Remove all or any part of the Tenant's property from the Premises and any property removed may be stored in any public warehouse or elsewhere at the cost of, and for the account of Tenant, and Landlord shall not be responsible for the care or safekeeping thereof whether in transport, storage or otherwise. Tenant hereby waives any claim against Landlord for loss, destruction and/or damage or injury that may be occasioned by any of the previously mentioned acts. In addition to any statutory lien granted to Landlord, this Lease shall be deemed and considered to grant Landlord a security interest in the previously mentioned items and Landlord shall have all the rights of a secured party under the Uniform Commercial Code.

16.2.2. No reentry or taking possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. Notwithstanding any such reletting without termination, Landlord may at all times thereafter elect to terminate this Lease for such previous default. Any such reentry shall be allowed by Tenant without hindrance, and Landlord shall not be liable in damages for any such reentry, or guilty of trespass or forcible entry.

16.3. Landlord May Cure Tenant's Defaults. If Tenant shall default in the performing of any covenant or condition of this Lease, Landlord may, at its sole discretion, perform the same for the account of Tenant and Tenant shall reimburse Landlord for any expense incurred therefore together with interest thereon at the highest legal rate. This provision imposes no duty on Landlord nor waives any right of Landlord otherwise provided in this Lease.

17. Default by Landlord.

17.1. Landlord's Default. Landlord will be deemed in default or this Lease if Landlord fails to perform or observe any agreement or condition of this Lease on its part to be performed or observed and if such failure continues for thirty days after Tenant provides Landlord with written notice of such failure. If the default is one that cannot be cured within thirty days,

Landlord will have such additional time as may be required so long as Landlord diligently pursues the remedy.

17.2. Remedies upon Landlord's Default. If Landlord defaults in the performance of any of the obligations or conditions required to be performed by Landlord under this Lease, Tenant may, after giving notice as provided above, either cure the default and deduct the cost thereof from rent subsequently becoming due hereunder, or elect to terminate this Lease. In that event, this Lease shall terminate upon the date specified in the notice, unless Landlord has meanwhile cured the default to the satisfaction of Tenant.

18. Destruction or Damage to Premises from Casualty.

18.1. Destruction or Fifty Percent Damage. In the event that the Improvements are completely destroyed, or are damaged in excess of fifty percent, due to any cause whatsoever, Tenant shall:

18.1.1. At its own expense repair, restore, or replace the destroyed property if Tenant deems it practical or advisable to do so, and this Lease shall continue in full force and effect; or

18.1.2. If Tenant deems it impractical or inadvisable to repair, restore, or replace the destroyed property, this Lease shall terminate on sixty days' written notice to Landlord.

18.2. Damage Less Than Fifty Percent. In the event that damage to the Improvements due to any cause whatsoever is not in excess of fifty percent, Tenant shall at its own expense repair, restore, or replace the damaged Improvements with due diligence, and this Lease shall continue in full force and effect.

18.3. Definitions. The phrase "completely destroyed" shall be construed to mean the destruction of the safe, tenantable use of occupancy of all Improvements under this Lease. The phrase "damaged in excess of fifty percent" shall be construed to mean any damage to the Improvements (excluding damage caused solely by water used in extinguishing fire) that will require an expenditure in excess of fifty percent of the market value (immediately prior to the damage) of the Improvements to accomplish required repairs, restoration, or replacement.

19. Quiet Enjoyment. The Landlord covenants that so long as the Tenant pays the rent and additional rent and performs the covenants under this Lease, the Tenant is entitled to peaceful and quiet possession and enjoyment of the Premises for the Lease term, subject to the Lease provisions.

20. Premises Subject to Agreements. This Lease and the Premises are subject to all present agreements between Landlord, on the one hand, and the Federal Aviation Administration DOT, on the other hand, matters of record, and zoning and building laws, ordinances, regulations, and codes affecting or governing the Premises, or that may affect and govern the Premises after the execution of this Lease, and all matters that may be disclosed by inspection or survey.

21. Estoppel Certificates. Landlord or Tenant shall have the right to request the other party to provide an estoppel certificate, as described below, without charge, fifteen days after the requesting party sends a written notice. This estoppel certificate shall consist of a written statement certifying the following information to the requesting party or to any person specified by that party:

21.1. That this Lease is unmodified and in full force and effect; or, if there have been any modifications in this Lease, that this Lease is in full force and effect as modified, specifying the nature of each modification.

21.2. The dates through which the rent and other charges payable under this Lease have been paid.

21.3. Whether the other party to this Lease is in default in the performance or observance of any covenant, agreement, condition, term, or provision contained in this Lease, to the best knowledge of the certifying party, and, if so, specifying the nature of each default the certifying party has knowledge of.

21.4. Any other information with respect to this Lease and the Premises that the requesting party shall reasonably request.

22. Miscellaneous Provisions.

22.1. Accord and Satisfaction. If the Tenant pays or the Landlord receives any amount that is less than the amount stipulated to be paid under any Lease provision, that payment is considered to be made only on account of an earlier payment of that stipulated amount. No endorsement or statement on any check or letter may be deemed an accord and satisfaction. The Landlord may accept any check or payment without prejudice to the Landlord's right to recover the balance due or to pursue any other available remedy.

22.2. RADON GAS. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

22.3. Broker Representation. Each party covenants to and represents to the other that neither party has dealt with any real estate broker, sales person or agent in this Agreement and each party hereby agrees to indemnify and hold harmless the other from and against any real estate brokers claiming by, through or under them.

22.4. Entity Tenant. If Tenant purports to be is a corporation or other entity, the persons executing this Lease on behalf of Tenant hereby covenant, represent and warrant that Tenant is a duly incorporated or formed, or duly qualified (if foreign) corporation or entity and is authorized to do business in the State where the Premises is located (a copy of evidence thereof to be supplied to Landlord upon request); and that the person executing this Lease on behalf of Tenant is duly authorized to execute, acknowledge, and deliver this Lease to Landlord.

22.5. Enforcement. All of the terms and provisions of this agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, heirs, estates, successors and permitted assigns.

22.6. Exclusive Venue. The parties agree that the exclusive venue for any litigation, suit, 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, shall be in Marion County, Florida.

22.7. JURY WAIVER. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, 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. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

22.8. Notices.

22.8.1. All notices, requests, consents and other communications (each a "Communication") required or permitted under this Agreement shall be in writing (including emailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as set forth below each party's signature line, addresses as any party may designate by Communication complying with the terms of this paragraph.

22.8.2. Each such Communication shall be deemed delivered:

a. On the date of delivered if by personal delivery;

b. On the date of email transmission if by email (subject to paragraph 21.8.5); and

c. If the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused.

d. Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.

22.8.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.

22.8.4. If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.

22.8.5. Concerning Communications sent by email:

a. The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received;

b. If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns;

c. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.

d. The sender must print the email to establish that is was sent (though it need not do so at the time the email was sent); and

e. The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.

22.9. Governing Laws. This agreement and all transactions contemplated by this agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws.

23.0. Attorney's Fees. If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) 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; or is brought for the enforcement of this agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

23.1. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

23.2. Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

23.3. Severability Clause. Provisions contained in this agreement that are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.

23.4. Waiver.

23.4.1. A failure to assert any rights or remedies available to a party under the terms of this agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.

23.4.2. No payment by Tenant or receipt by Landlord or its agents of a lesser amount than the rent and other charges stipulated in this Lease shall be deemed to be other than a payment on account thereof, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord or its agents may accept such check or payment without prejudice to Landlord's right to recover the balance of the amount due or to pursue any other remedy provided in this Lease or by applicable Law.

23.5. Entire Understanding. This agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties. The provisions of this agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

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SIGNATURES START ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Lease on the dates set forth below.

LANDLORD

City of Ocala, a Florida municipal corporation

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

Address for notices:

City of Ocala
Attention: Airport Director
1770 SW 60th Avenue, Ste 600
Ocala, Florida 34474
Email: mgrow@ocalafl.org

_____
Witness

_____
Print Witness Name

_____
Witness

_____
Print Witness Name

ATTEST:

_____
Angel B. Jacobs
City Clerk

APPROVED AS FORM AND LEGALITY:

_____
William E. Sexton
City Attorney

TENANT

_____

_____

_____
Witness

By: _____

_____
Print Witness Name

Its: _____

Address for notices:

_____
Witness

_____

_____
Print Witness Name

_____

_____

_____

EXHIBIT A
PROPERTY

EXHIBIT B
FORM MEMORANDUM OF LEASE

See attached.

This Instrument Prepared by and Return To:
Robert W. Batsel, Jr.
Gilligan, Gooding, Batsel, Anderson & Phelan, P.A.
1531 SE 36th Avenue
Ocala, FL 34471

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE dated _____, 20___, by and between:

- City of Ocala, a Florida municipal corporation ("Landlord"); and
- _____, a Florida _____ ("Tenant").

WHEREAS:

A. Landlord and Tenant have entered into a "Ground Lease at Airport" (the "Lease") concerning the real property described in the attached **Exhibit A**, together with all improvements thereon and appurtenances thereto (collectively the "Property")

B. Pursuant to the Lease, Tenant is permitted to construct structures, buildings, and other improvements, finance such construction, and grant a leasehold mortgage as security in connection therewith, subject to Landlord's interest (including its reversionary interest in the improvements) and certain limitations set forth therein.

C. Landlord and Tenant desire to publicly evidence the existence of the Lease and certain rights and obligations of Landlord and Tenant pursuant to the terms thereof.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Landlord and Tenant did on _____, 20____, enter into the Lease concerning Tenant's possession and use of the Property.

2. The term of the Lease is thirty (30) years. Tenant has the right to renew the term of the Lease for two (2) additional terms of five (5) years each.

3. The estate of the Landlord and each and every interest of the Landlord in the Property and the Lease shall in no manner be subject to lien, claim, demand or imposition under the Construction Lien Laws of the State of Florida, or otherwise, for any improvements, labor, materials or services (collectively "Improvements") furnished to, or rendered at or upon, the Premises by or at the request of the Tenant, whether or not Landlord shall have consented to same, it being acknowledged that any and all of such Improvements are for the sole and exclusive benefit of the Tenant. This provision is herein set forth pursuant to Section 713.10, Florida Statutes.

4. Pursuant to the Lease, Tenant has the right to finance its interest in the Lease including, without limitation, the cost of constructing the Improvements (as defined in the Lease). Such financing may be in the form of a mortgage, including, in connection therewith, a collateral assignment of the Lease, or other forms of financing utilized by Tenant from time to time (collectively, "Leasehold Mortgage"). Any such leasehold financing shall be subordinate to the Lease and shall not allow the holder of the

Leasehold Mortgage ("Leasehold Mortgagee") to eliminate or damage Landlord's reversionary interest in the Improvements.

5. Nothing herein contained shall be deemed to modify, limit, or in any way abridge or amend any term or condition of the Lease, reference to which, and each and every of the provisions thereof, is hereby expressly made.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

LANDLORD

City of Ocala, a Florida municipal corporation

_____
Witness

_____
Print Witness Name

_____
Pete Lee, City Manager

_____
Witness

_____
Print Witness Name

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS acknowledged before me this ____ day of _____, 20___, by Pete Lee as City Manager of the City of Ocala.

_____
Notary Public, State of _____
Name:_____
(Please print or type)

Commission Number:
Commission Expires:

Notary: Check one of the following:
☐ Personally known OR ☐ Produced Identification (if this box is checked, fill in blanks below).

Type of Identification Produced: _____
_____

TENANT

_____, a Florida
_____

_____
Witness

_____
_____, as _____

_____
Print Witness Name

_____
Witness

_____
Print Witness Name

STATE OF FLORIDA
COUNTY OF MARION

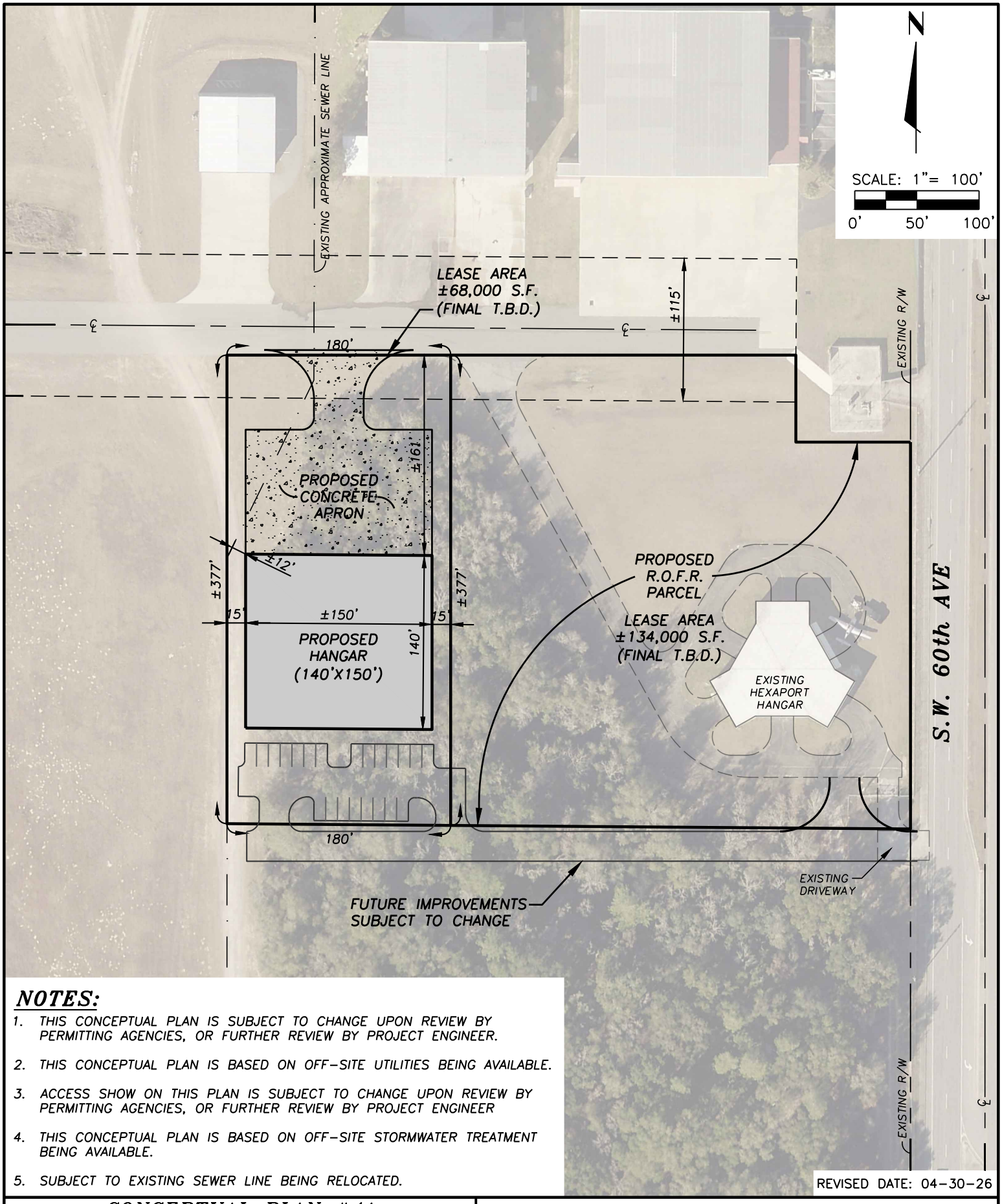
THE FOREGOING INSTRUMENT WAS acknowledged before me this ____ day of _____, 20___, by _____ as _____ of _____, on behalf of the _____.

_____
Notary Public, State of Florida
Name:_____
(Please print or type)

Commission Number:
Commission Expires:

Notary: Check one of the following:
☐ Personally known OR ☐ Produced Identification (if this box is checked, fill in blanks below).

Type of Identification Produced: _____
_____



NOTES:

1. THIS CONCEPTUAL PLAN IS SUBJECT TO CHANGE UPON REVIEW BY PERMITTING AGENCIES, OR FURTHER REVIEW BY PROJECT ENGINEER.
2. THIS CONCEPTUAL PLAN IS BASED ON OFF-SITE UTILITIES BEING AVAILABLE.
3. ACCESS SHOW ON THIS PLAN IS SUBJECT TO CHANGE UPON REVIEW BY PERMITTING AGENCIES, OR FURTHER REVIEW BY PROJECT ENGINEER
4. THIS CONCEPTUAL PLAN IS BASED ON OFF-SITE STORMWATER TREATMENT BEING AVAILABLE.
5. SUBJECT TO EXISTING SEWER LINE BEING RELOCATED.

REVISED DATE: 04-30-26

CONCEPTUAL PLAN #4A

GRABBA LEAF AIRPLANE HANGAR

CITY OF OCALA, FLORIDA

DAVIS DINKINS ENGINEERING, P.A.
CERTIFICATE OF AUTHORIZATION #28150
125 N.E. 1ST AVENUE
SUITE 2
OCALA, FL 34470
PHONE: (352) 854-5961

The City of Ocala is accepting sealed electronic submissions for:

Aviation Development Opportunities at Ocala International Airport Invitation to Negotiate ("ITN") #: AIR/240448– A9 South Parcel

Official copies of all solicitation documents may be obtained via electronic download from the City of Ocala's e-procurement portal located at: www.bidocala.com.

Copies of documents obtained from any other source are not considered official copies.

Deadline for Questions: **May 15, 2024 at 5:00 p.m. (EST)**

All questions or inquiries regarding this solicitation must be submitted via e-mail to the Buyer Contact identified below no later than the deadline set for questions noted above. Any questions received after the deadline will not be considered.

Submission Deadline: **May 17, 2024 at 2:00 p.m. (EST)**

Sealed electronic submissions shall be accepted via the e-procurement portal up to the submission deadline noted above. Submissions received after the deadline and/or transmitted to the City of Ocala outside of the e-procurement portal shall be rejected.

Buyer Contact:

EILEEN MARQUEZ, SENIOR BUYER
E-Mail: emarquez@ocalafl.gov
Phone: (352) 629-8362

THE CITY OF OCALA RESERVES THE RIGHT TO REJECT ANY AND ALL SUBMISSIONS

INVITATION TO NEGOTIATE NO. AIR/240448
AVIATION DEVELOPMENT OPPORTUNITIES AT OCALA INTERNATIONAL AIRPORT
A9 SOUTH PARCEL

The City of Ocala, Florida ("City"), through this Invitation to Negotiate ("ITN") is seeking proposals from qualified and interested firms or individuals for expanded development opportunities for facilities or enterprises that will serve or support operations at Ocala International Airport ("OIA"). Resulting developments are required to comply with all Federal Aviation Administration ("FAA") regulations and Ocala International Airport's Minimum Standards for Commercial Aeronautical Activities and its Development Standards.

EXHIBITS: Each of the following Exhibits are incorporated into and made a part of this ITN as if fully set forth

EXHIBIT A: Exhibit A - A9 Site Details
EXHIBIT B: Airport Layout Plan
EXHIBIT C: OIA Minimum Standards
EXHIBIT D: OIA Development Standards
EXHIBIT E: Sample Ground Lease Terms and Conditions
EXHIBIT F: Financial Review Committee Documentation
EXHIBIT G: Hexaport Lease

SECTION 1
INTRODUCTION TO INVITATION TO NEGOTIATE

1.1. INTRODUCTION AND BACKGROUND

Ocala International Airport is a nationally ranked, Part 139-certified general aviation airport located approximately 70 miles northwest of downtown Orlando. The airport has two runways, the longest of which measures 7,467 feet long by 150 feet wide with precision approaches (Runway 18/36). Recreational flying, flight training, freight/cargo, and business aviation represent the primary activities at the airport.

A state-of-the-art, 17,500-square-foot general aviation terminal building was completed in 2020 and is home to OIA's fixed base operator (FBO), office space, and a restaurant that has been instrumental in attracting members of the public to the airport. Through its four flight school tenants, the airport supports a variety of career training and education opportunities for current and aspiring aviation professionals. Additionally, community events are often hosted at OIA, including the Experimental Aviation Association's Wings Over Ocala Car and Plane Show, periodic fly-in events, and a 5K run. OCF also serves as a gateway to the area's renowned equine industry and the recently opened World Equestrian Center, the largest equestrian complex in the United States.

OIA has an aggressive 5-year capital improvement plan with over $20 million in improvements planned, including a new west-side taxiway, an access road to facilitate expanded t-hangar development adjacent the crosswind runway, along with several new privately owned corporate hangars.

1.2. OBJECTIVES OF THIS INVITATION TO NEGOTIATE

(a) The objective of this ITN is to identify and engage a master developer or other qualified firm (hereinafter referred to as the "Developer") capable and willing to fund, design, develop, and operate a facility or enterprise that will serve or support operations at OIA in compliance with FAA policies and OIA standards.

(b) All construction must adhere to **EXHIBIT D**, OIA Development Standards.

(c) The City intends to enter into time-limited negotiations with the Developer culminating into a Lease and Development Agreement ("Development Agreement") securing the long-term lease of the subject

property and addressing the parties' rights and obligations with respect to the development of the subject City-owned property.

(d) The document attached to this ITN as **EXHIBIT E** is a Sample Ground Lease and Development Agreement. Proposers shall include with their submission a detailed list of any exceptions to the terms and conditions set forth therein. The City reserves the right to accept or reject any or all exceptions at its sole discretion.

1.3. MINIMUM QUALIFICATIONS (PRE-QUALIFICATION REQUIREMENTS)

Responding firms or teams must meet the following standards as they pertain to this ITN:

(a) Must be legally qualified and properly certified to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent, and qualified to perform the services proposed in response to this ITN under any other applicable laws or regulations.

(b) Must demonstrate and clearly show in their written proposals that they meet the minimum standards of competency and experience to provide the services outlined in this ITN.

(c) Must have, and be able to demonstrate, adequate technical resources, financial resources and equipment, or have the ability to obtain and to manage such resources and equipment, as required during the performance period of the proposed contract.

(d) Must be able to comply with the proposed or required performance schedule.

(e) Must have a satisfactory record of contractual performance.

1.4. OWNERSHIP, ZONING, AND SITE DISCLOSURES

(a) **Ownership of the Property.** The parcel associated with this offering is owned by the City of Ocala.

(b) **Existing Environmental Conditions.** Successful proposer will be responsible for clearing and grading the site to within 1-2% % slope to existing taxilane access at A9, according to FAA specifications.

(c) **Zoning and Permitting.** Aviation hangars and associated aerospace offices only.

(d) **Examination of the Project Site.** Prior to responding to the Solicitation, proposers are responsible for (a) examining the Solicitation thoroughly; (b) visiting the project site to become familiar with local conditions that may affect cost, progress, or performance; (d) studying and carefully correlating proposer's observations with the Solicitation; and (e) notifying the Buyer Contact of all conflicts, errors, or discrepancies found in the Solicitation.

1.5. PROPOSED PROJECT SCHEDULE

Based on the information currently available to the City, the anticipated schedule to be followed in the selection of a Developer will be as follows:

Milestone	Date*
Deadline for ITN clarification and questions	**May 15, 2024 at 5:00 p.m. (EST)**
Deadline for submission	**May 17, 2024 at 2:00 p.m. (EST)**
Administrative review of proposals	TBD

Evaluation Committee Meeting and Preliminary Scoring	TBD
Deadline for Completion of Financial Review Committee Review	TBD
Shortlisted Firms – Presentations and Interviews (if required)	TBD
Final Scoring/Ranking and Posting of Recommended Firm	TBD
Development Agreement Negotiations	TBD
City Council Approval Date	TBD
Developer Agreement and Contract Execution	TBD

***The City reserves the right to modify this schedule at any time. These dates may be extended, changed, or updated within the listing at www.bidocala.com. Proposers are responsible for verifying all listing information prior to submitting a response to this solicitation.**

1.6. QUESTIONS AND CLARIFICATIONS

Proposers are encouraged to communicate any questions regarding this ITN by the deadline set forth herein. Questions should be sent in writing via e-mail to the Buyer Contact identified. Questions and answers will be communicated to all proposers by issuing an addendum posted to www.bidocala.com.

END OF SECTION

SECTION 2
SCOPE OF SERVICES AND SPECIFICATIONS

It is expected for the successful firm or team to have advanced skills and significant experience in the design and construction of a high-quality project.

2.1. PROJECT SPECIFICATIONS

The project design and all associated construction documents shall clearly demonstrate compliance with all applicable state and local codes and regulations. The successful firm shall follow the most recent editions of the following codes and standard specifications:

(a) OIA Minimum Standards attached hereto as **EXHIBIT C** sets forth the minimum qualifications and criteria of an operator engaged in a commercial aeronautical operation at the airport.

(b) OIA Development Standards attached hereto as **EXHIBIT D** sets forth requirements regarding development performance and aesthetic standards.

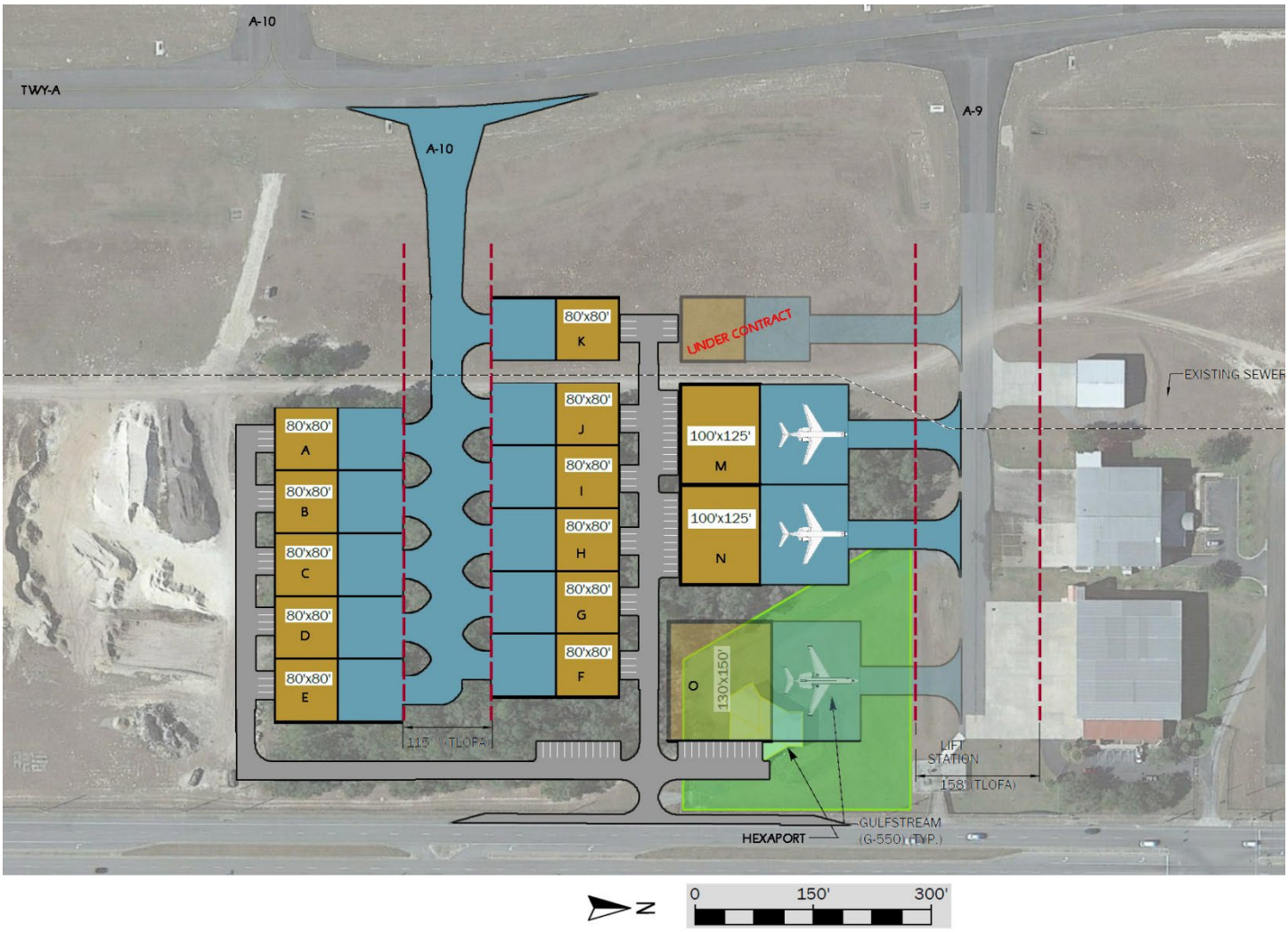
(c) Airport Master Stormwater Plan https://www.ocalafl.gov/home/showpublisheddocument/24332

2.2. PRELIMINARY PROJECT REQUIREMENTS

(a) **Price Per Square Foot**: The minimum price per square foot is $0.26 per square foot. Proposals offering less than this minimum price per square foot shall be rejected.

(b) **Size**: Development opportunities for the site are as follows:.

a. Hangars A through K require the construction of TWY-A10 connector to design group II specifications.
b. Hangars A through K will be uniformly the same size, the smallest being 70'x70' and the largest 80'x80' with matching apron dimensions. These hangars could have interior or lean-to offices attached to facilitate commercial businesses.
c. Hangars M and N shall be no less than 100'x125' each (although it could be constructed as one large hangar of at least 100'x250') with matching apron dimensions.
d. The site for Hangar O is available after November 2025, however developers are encouraged to offer proposals now. Reference 2.2(f) for more details.
e. Hangars M through O could be shifted closer to the existing taxilane so long as the developer relocates the existing Hexaport taxilane (see 2.2(f) below).
f. Hangars M through O could have interior or lean-to offices attached.
g. All hangars aprons A through O must remain clear of Taxilane Obstacle Free Areas (TLOFA). T-hangars shall not be considered.



(c) **Construction Material**: Construction shall be of steel beam, concrete block, or tilt wall.

(d) **Preferred Use/Type**: Any aviation-related use.

(e) The City reserves the right to make modifications to the foregoing project requirements as necessary.

(f) HEXAPORT: The Hexaport is an existing single building with 6 (six) individual hangars/owners whose lease expires in November 2025. This property is served by the main taxilane A9 and a diagonal connector. The current location of the diagonal could impact development of Hangars M and N. Relocation and/or realignment is the responsibility of the Developer. The City will entertain proposals for this parcel, which is available after November 2025.

2.3. INSURANCE REQUIREMENTS

(a) **Commercial Auto Liability**. Awarded firm shall procure and maintain for the life of this agreement 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 firm's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations.

(b) **Commercial General Liability**. Awarded firm shall procure and maintain for the life of this agreement commercial liability insurance with minimum coverage limits not less than:

(1) 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

(2) 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.

(3) Policy must include coverage for contractual liability and independent contractors.

(c) **Workers' Compensation and Employer's Liability**. Awarded firm shall procure and maintain 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. Firm shall ensure any and all subcontractors have the required coverage for all of their employees as required by applicable law. Firm shall waive, and shall ensure that its insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages.

(d) **City as Additional Insured and Endorsements**. 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. Firm's Worker's Compensation policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. Firm's Commercial General Liability policy shall be endorsed 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.

(e) **Other Miscellaneous Insurance Provisions**.

(1) These insurance requirements shall not relieve or limit the liability of vendor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect vendor's interests or liabilities but are merely minimums. No insurance is provided by the City under any contract to cover firm.

(2) No work shall be commenced under any contract until the required Certificate(s) of Insurance have been provided. Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.

(3) Firm 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.

END OF SECTION

SECTION 3
PROPOSAL SUBMISSION AND EVALUATION CRITERIA

Proposers shall follow the submittal requirements set forth herein. Responses that do not adhere to the following format or which fail to include the requested information/documents may be considered non-responsive and therefore ineligible for award. The City reserves the right to seek additional/supplemental information as needed.

SUBMITTAL OF PROPOSALS: All proposals must be electronically submitted before 2:00 p.m. (EST) on the listing end date/bid close date identified at www.bidocala.com. Proposals received after this time and date will

not be considered. **Proposals may not be submitted by any other means.** The City will not accept proposals sent by U.S. Mail, couriers, fax, or e-mail.

PAGE SIZE AND FORMAT: Proposals shall contain 8 ½" x 11" pages only with a minimum font size of 11 points. There is no page limit for this ITN; however, if there are page limits for specific Sections, it will be noted below.

COVER PAGE: The cover page shall include the title of this ITN along with the proposer's firm name, address, contact person, telephone number, and e-mail address:

3.1. ORGANIZATION OF PROPOSAL

Proposers shall follow the submittal requirements set forth herein. Responses that do not adhere to the following format or which fail to include the requested information/documents may be considered non-responsive and therefore ineligible for award. The City reserves the right to seek additional/supplemental information as needed.

Respondents shall construct their response in the following format and a tab must separate each section.

(a) **Transmittal Letter.** A transmittal letter must accompany the submittal and must be signed by an individual legally empowered to represent the development firm/team. The transmittal letter should include the following:

(1) Identification of the individuals authorized to represent the development firm/team in any negotiations, along with their mailing address, phone and fax numbers, and e-mail addresses.

(2) A short narrative describing proposer's understanding of the scope of work and a brief summary of proposer's approach and concept of the Project and why the proposer is the most qualified and best choice to be awarded this Project.

(3) Specific statement that the proposer has read and understands all procedures and criteria associated with the submittal requirements.

(4) Acknowledgement of receipt of this ITN and understanding that all terms and conditions contained herein may be incorporated into a resulting contract.

(5) Statement that the individual who will execute the resulting contract shall be authorized to do so as a representative of the team submitting the response.

(b) **TAB 1 – Project Team Composition, Qualifications, Roles, and Availability.** The emphasis of this section shall be on key personnel that will be committed to the Project and their specific Project roles.

(1) Provide a brief narrative which provides a general description of the Project team, highlighting the team's qualifications and experience and the team's ability to provide the services detailed in the Solicitation.

(2) Provide an organizational chart depicting proposer's key personnel that will be committed to the Project. Key personnel must include primary contacts for construction related issues, design related issues, and principal officers that will be involved in the Project. The personnel identified in the organizational chart are expected by City to be utilized for the Project. City reserves the right to disallow substitutions without prior City approval.

(3) For each key personnel identified, describe their respective role and responsibilities with respect to this Project and provide a resume for each individual depicting education, certifications, professional

affiliations, licensure, experience on similar or related projects of this size and scope; and any other unique qualifications.

(4) Identify and provide qualifications and experience of any sub-contractors, if any, and the resources available to perform the work for the duration of the Project.

(5) Please also provide:

i. The location of the principal office of your firm that will be responsible for overseeing the Project;

ii. Florida professional and contractor licenses held by the firm and key personnel who will be assigned to this Project, complete with license numbers and an indication of whether the license is held by the individual or the firm;

iii. State which member of the team will provide bonds for the Project. For that team member, provide a statement from AM Best, Inc., indicating a rating of A or better.

iv. If proposer is a Minority Business Enterprise certified by the state of Florida, provide a copy of said certification.

(c) **TAB 2 – Experience of the Proposing Firm and Project Team**. Here, proposers should address their specific experience as it relates to the work required for this Project. The evaluation of the proposer and team will in part be based on the nature of their respective experience.

(1) List at least two (2), but no more than three (3), projects in Florida and the southeastern United States where the firm and/or project team provided similar services in the last five (5) years, whether complete or ongoing. For each project submitted as proof of experience, please identify:

i. Project name;

ii. Project location;

iii. Project description;

iv. Owner's name;

v. Project initial budget and final budget;

vi. Project start date;

vii. Number of change orders;

viii. Initial and final substantial completion dates;

ix. Summary of work actually performed by firm or team; and

x. Project reference information (name, title during project, phone, and e-mail)

(2) Identify all contracts or subcontracts awarded to the firm or team that have been terminated prior to completion within the last five (5) years.

(3) Identify all claims arising from a contract which have resulted in litigation or arbitration within the last five (5) years. Briefly describe the circumstances and outcomes of each.

(d) **TAB 3 – Development Concept.** This is the proper place for graphic materials that demonstrate how the specific plan will tie into local goals and satisfy the general intent of this ITN. It should be as detailed and complete as possible and set forth:

(1) A written description of the proposed development project, noting the overall concept, and its relationship to City goals, guiding principles, and objectives as stated in the ITN.

(2) Identify Proposer's offer for per square foot pricing. The minimum acceptable price per square foot is $0.26. Offers reflecting pricing less than the minimum will not be considered.

(3) Describe the facility proposed for construction. Specify total number of for sale or rental units, mix of different types, square footage size of units, rent or sales price targets.

(4) Identify any proposed parking facilities to be included in the project including number of parking spaces provided and if facilities can accommodate public parking.

(5) Identify on-site and off-site infrastructure support, and/or utilities requirements.

(6) Rents, values, units, square footage of all the above sufficient in detail to support any estimates of taxes or other receipts that will accrue to the benefit of the City.

(7) Project Conceptual Plans and Design must be addressed within this tab and should include the following exhibits or materials:

i. This visual concept plan should be of specific detail to discern the mass, scale, quality of materials, mix of uses, signing, and overall architectural quality as well as the treatment/interface with the urban realm. Illustrative site plans and diagrams are preferred.

ii. The format for any plans can reflect photographic examples of projects previously developed by the proposing team, sketch illustrations or computer renderings. The intent is to provide the reviewers with a solid understanding of the proposer's commitment to the City's vision of OIA.

iii. Respondents should demonstrate how stormwater is integrated throughout all phases of the development process.

(e) **TAB 4 – Marketing of Project.** Provide a narrative, supported by graphics if appropriate describing the structure and means for the marketing of the various elements of the project including, for example, preliminary estimate of pricing, lease or rental terms with respect to commercial hangar units and other pertinent information to understanding the positioning of the concept detailed above.

(f) **TAB 5 – Basic Financial Structure of the Proposed Project**

(1) Identify the likely financing method, debt-to-equity ratios, and types of debt to be utilized.

(2) A list of likely funding sources and discussion of the sources and uses of funds for construction.

(3) Identify all likely financial partners, equity partners, financial institutions with which developer will create a relationship in this project and provide statements by these parties indicating their interest to participate in the project.

(4) Provide bank and financial references for the principal(s) as Developer.

(5) Provide bank and financial references for the key financial parties.

(6) Additional financial information shall be requested directly by the City's Financial Review Committee should proposer be selected for further consideration. A document containing a list of this additional financial information attached to this ITN as **EXHIBIT F**. Proposer need not submit this additional financial information with its proposal.

(g) **TAB 6 – Ground Lease and Development Agreement**. Respondents will provide a general outline of any additional terms and conditions that Respondent would like to be incorporated into the Ground Lease and Development Agreement, as well as any objections to existing terms and conditions.

3.2. EVALUATION CRITERIA AND PROCESS

(a) **Administrative Review of Proposals**. City Procurement staff shall first review all proposals in detail to make a determination as to the responsiveness of each proposer:

(1) A proposal will be deemed responsive where it complies with the requirements as set forth in this solicitation, including the submission of all required documentation in the format outlined by this ITN.

(2) If a proposal is found to be inadequate with regard to any of the requirements set forth in this solicitation, the City's Procurement and Contracting Officer, in his/her sole discretion, shall make a determination as to whether or not the deficiency can fairly be corrected or if the proposal should be rejected and found to be non-responsive.

(3) Only those proposals found to be responsive shall be submitted to the Selection Committee.

(b) **Selection Committee Preliminary Review (Pass/Fail)**. Preliminary Review shall consist of the evaluation of proposal quality and clarity, as well as the proposer's understanding of the project and design and construction approach on a pass/fail basis. Selection Committee members will individually assess a pass or fail score for each of the evaluation criteria noted below. Proposals that do not receive a majority passing score will be rejected. Proposals receiving a majority passing score will be shortlisted and shall move forward to Financial Review.

PRELIMINARY REVIEW EVALUATION CRITERIA	SCORING (PASS/FAIL)
Proposal Quality Including Clarity and Understanding of Project and Objectives	Pass/Fail
Design and Construction Approach and Process	Pass/Fail

(c) **Financial Review Committee Review**. A financial review committee consisting of non-voting members will be formed for the purposes of reviewing specific portions of a proposal and requesting specific information and documentation necessary to determine project feasibility with regard to cost, financing, and proposer's financial resources to perform the contract and provide the services. The Financial Review Committee's findings will be provided to the Selection Committee for use in Final Scoring.

(d) **Selection Committee Final Review**. Selection Committee Final Review shall consist of the evaluation of the proposals received only from those firms shortlisted during Preliminary Review against the evaluation criteria noted below. If oral interviews are determined to be necessary, final scoring will be conducted after the interviews.

FINAL REVIEW EVALUATION CRITERIA	SCORING (100 POINTS)
Development Concept and Compatibility	40
Qualifications and Experience of the Firm and Team Members	40
Financial Ability of Firm and Fiscal Impact to City	20
Total Maximum Points	**100**

(e) **Negotiations.** Negotiation meetings will be conducted in Ocala, Florida and the City will distribute instructions and/or agendas in advance of each negotiation session.

(1) Representatives for each Proposer should plan to be available, without interruptions, for the entirety of the Proposer's scheduled negotiation meeting. Negotiations will include discussions of the scope of project and development plans to be provided by the Developer until acceptable terms are agreed upon, or it is determined that an acceptable agreement cannot be reached.

(2) The Procurement and Contracting Department, along with departmental staff and the City Attorney's Office shall attempt to negotiate a contract with the highest-ranked vendor under terms and conditions that are fair, competitive, and reasonable.

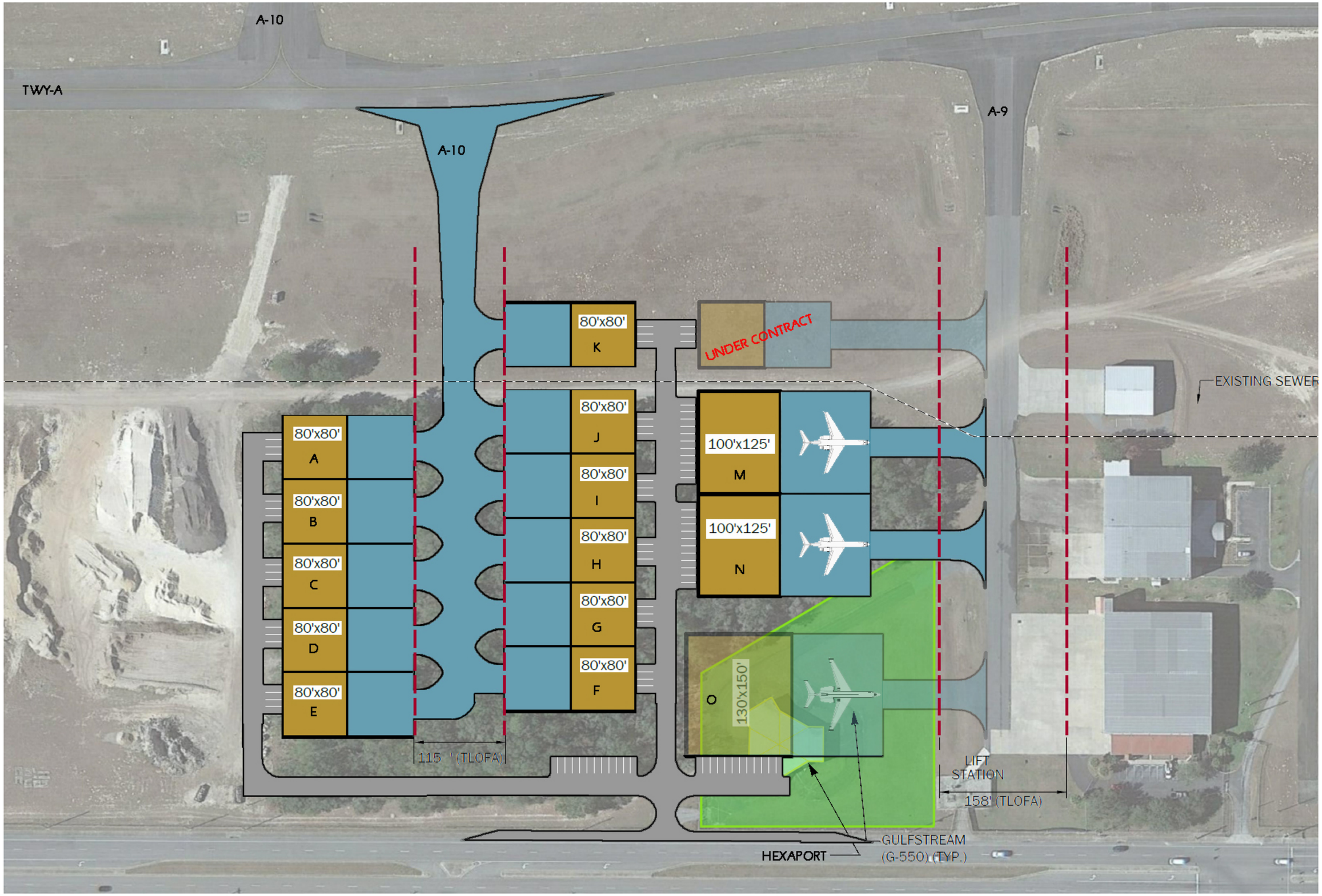
(3) Should the City be unable to negotiate a satisfactory contract with the highest-ranked vendor, negotiations with that vendor shall be terminated and negotiations with the next highest-ranked vendor shall proceed. If negotiations with the next highest-ranked vendor are unsuccessful, negotiations shall be terminated and attempted with the third highest-ranked vendor. This process shall continue until an agreement is reached or until the Procurement and Contracting Officer rejects all proposals and either cancels the solicitation or readvertises for new proposals.

(4) Negotiations will not be open to the public, but will be recorded pursuant to Section 286.0113, Florida Statutes. The recorded sessions and any records presented at the meeting will remain exempt from Florida Public Records until such times as the City provides notice of an intended decision or until 30 days after the final reply, whichever occurs first. Provided, however, if the information provided at the meeting is deemed to be material to the ITN, then an addendum will be issued to all responders.

(f) **Posting the Notice of Intent to Award.** After negotiations are conducted, it shall be the City's intent to award the contract to the responsible and responsive vendor that the agency determines will provide the best value to the City. The Buyer shall prepare and post a Notice of Intent to Award to The City's eProcurement system and will request required insurance certificates, performance and payment bods, or other contractual documents from the vendor.

(g) **Council Approval:** The intent to award and contract shall be submitted as a standalone City Council agenda item. The final negotiated agreement must be determined to be fair, competitive, and reasonable by City Council before formal award.

END OF SECTION


A-10
TWY-A
A-10
A-9
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K
UNDER CONTRACT
EXISTING SEWER
80'x80'
J
100'x125'
M
80'x80'
A
80'x80'
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G
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80'x80'
F
80'x80'
E
O
130'x150'
115 ' (TLOFA)
LIFT
STATION
158' (TLOFA)
GULFSTREAM
(G-550) (TYP.)
HEXAPORT
N
0
150'
300'

EXISTING RUNWAY 8 TRAVERSE WAY TABLE VISUAL APPROACH (20:1 SLOPE)					
ID	DESCRIPTION	TRAVERSE WAY ELEVATION	TRAVERSE WAY ELEVATION + (FAR) PART 77 CLEARANCE REQUIREMENTS	EXISTING PENETRATION	DISPOSITION
T9	ROAD	83.0'	98.0'	-34.7'	NONE
T10	ROAD	84.0'	99.0'	-33.2'	NONE
T11	ROAD	84.0'	99.0'	-33.1'	NONE
T12	ROAD	85.0'	100.0'	-32.7'	NONE
T13	ROAD	85.0'	100.0'	-32.9'	NONE

FUTURE RUNWAY 9 TRAVERSE WAY TABLE NPI APPROACH (34:1 SLOPE)					
ID	DESCRIPTION	TRAVERSE WAY ELEVATION	TRAVERSE WAY ELEVATION + (FAR) PART 77 CLEARANCE REQUIREMENTS	FUTURE PENETRATION	DISPOSITION
T10	ROAD	84.0'	99.0'	12.1'	OBST. LIGHT
T11	ROAD	84.0'	99.0'	12.1'	OBST. LIGHT
T12	ROAD	85.0'	100.0'	12.7'	OBST. LIGHT
T13	ROAD	85.0'	100.0'	12.7'	OBST. LIGHT
T14	ROAD	84.0'	99.0'	10.5'	OBST. LIGHT

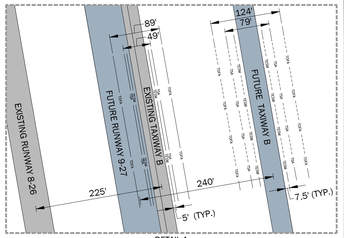
EXISTING RUNWAY 18 / FUTURE RUNWAY 19 END TRAVERSE WAY TABLE NPI APPROACH (34:1 SLOPE)						
ID	DESCRIPTION	TRAVERSE WAY ELEVATION	TRAVERSE WAY ELEVATION + (FAR) PART 77 CLEARANCE REQUIREMENTS	EXISTING PENETRATION	FUTURE PENETRATION	DISPOSITION
T6	ROAD	80.0'	95.0'	-58.2'	SAME	NONE
T7	ROAD	93.0'	108.0'	-45.0'	SAME	NONE
T8	ROAD	90.0'	105.0'	-47.7'	SAME	NONE
T22	FUTURE ROAD	93.0'	108.0'	N/A	-22.7'	NONE
T23	FUTURE ROAD	94.2'	109.2'	N/A	-22.0'	NONE
T24	FUTURE ROAD	90.3'	105.3'	N/A	-25.9'	NONE

EXISTING RUNWAY 26 TRAVERSE WAY TABLE VISUAL APPROACH (20:1 SLOPE)					
ID	DESCRIPTION	TRAVERSE WAY ELEVATION	TRAVERSE WAY ELEVATION + (FAR) PART 77 CLEARANCE REQUIREMENTS	EXISTING PENETRATION	DISPOSITION
T15	ROAD	76.0'	91.0'	-39.6'	NONE
T16	ROAD	75.0'	90.0'	-42.9'	NONE
T17	ROAD	75.0'	90.0'	-42.4'	NONE
T18	ROAD	74.0'	89.0'	-43.9'	NONE
T19	ROAD	72.0'	87.0'	-47.1'	NONE
T20	ROAD	72.0'	87.0'	-47.4'	NONE

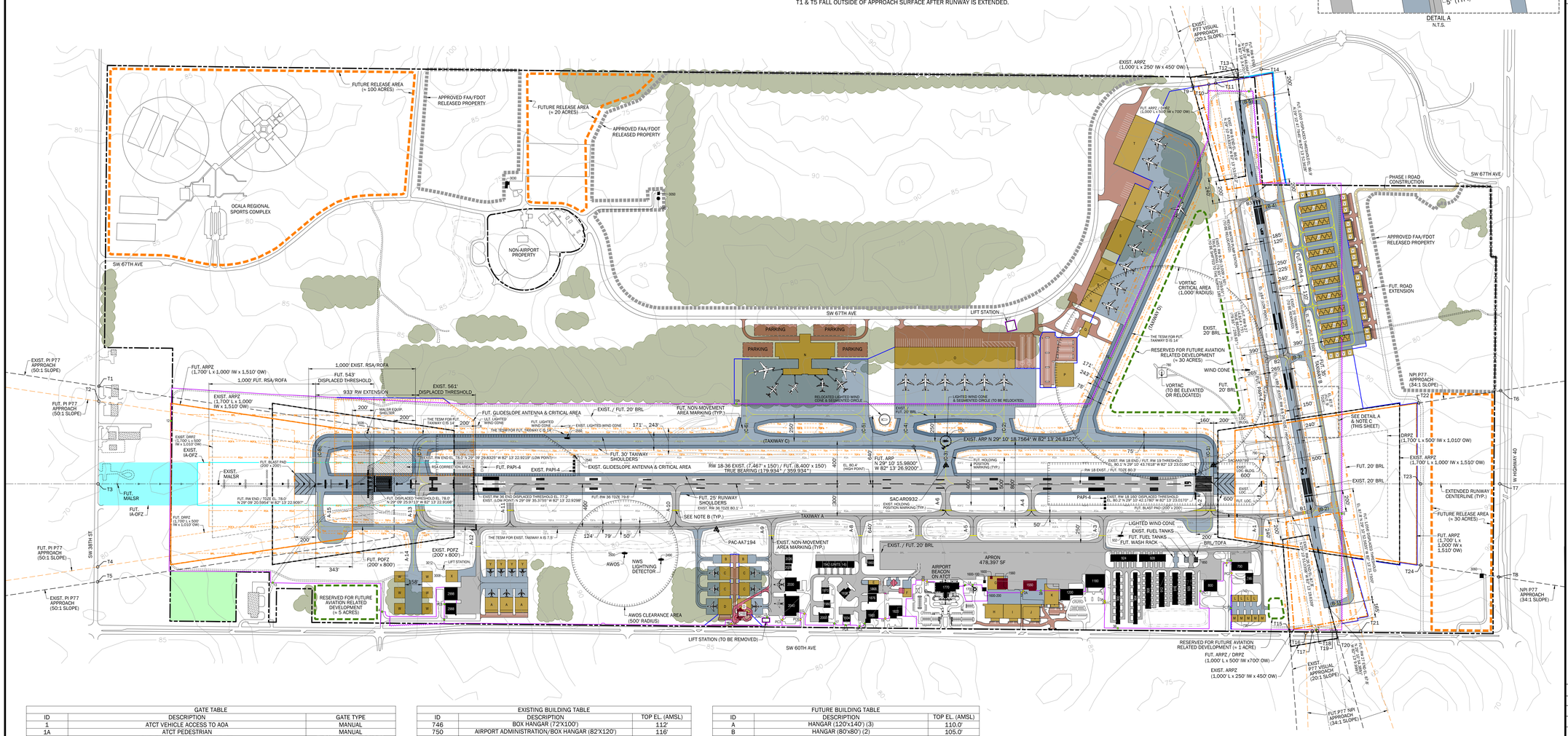
FUTURE RUNWAY 27 TRAVERSE WAY TABLE NPI APPROACH (34:1 SLOPE)					
ID	DESCRIPTION	TRAVERSE WAY ELEVATION	TRAVERSE WAY ELEVATION + (FAR) PART 77 CLEARANCE REQUIREMENTS	FUTURE PENETRATION	DISPOSITION
T16	ROAD	75.0'	90.0'	2.2'	OBST. LIGHT
T18	ROAD	74.0'	89.0'	1.1'	OBST. LIGHT
T19	ROAD	72.0'	87.0'	-1.6'	NONE
T20	ROAD	72.0'	87.0'	-1.8'	NONE
T21	ROAD	70.0'	85.0'	-5.0'	NONE

EXISTING RUNWAY 36 / FUTURE RUNWAY 1 END TRAVERSE WAY TABLE PI APPROACH (50:1 SLOPE)						
ID	DESCRIPTION	TRAVERSE WAY ELEVATION	TRAVERSE WAY ELEVATION + (FAR) PART 77 CLEARANCE REQUIREMENTS	EXISTING PENETRATION	FUTURE PENETRATION	DISPOSITION
T1	ROAD	72.0'	87.0'	-46.2'	N/A	NONE
T2	ROAD	72.0'	87.0'	-46.3'	-27.6'	NONE
T3	ROAD	75.0'	90.0'	-43.4'	-24.7'	NONE
T4	ROAD	82.0'	97.0'	-36.5'	-17.8'	NONE
T5	ROAD	82.0'	97.0'	-36.5'	N/A	NONE

NOTE:
T1 & T5 FALL OUTSIDE OF APPROACH SURFACE AFTER RUNWAY IS EXTENDED.



DETAIL A
N.T.S.



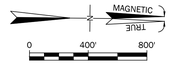
GATE TABLE		
ID	DESCRIPTION	GATE TYPE
1	ATCT VEHICLE ACCESS TO AOA	MANUAL
1A	ATCT PEDESTRIAN	MANUAL
2	SHELTAIR HANGAR CAMPUS GATE	ELECTRIC/CARD READER
2A	SHELTAIR HANGAR CAMPUS PEDESTRIAN SOUTH	ELECTRIC/CARD READER
2B	SHELTAIR HANGAR CAMPUS PEDESTRIAN NORTH	MANUAL
3	T-HANGAR ACCESS GATE	ELECTRIC/CARD READER
3A	T-HANGAR ACCESS PEDESTRIAN	ELECTRIC/CARD READER
3B	T-HANGAR PEDESTRIAN GATE TO SW 60TH AVE	MANUAL
PC1	PRIVATE VEHICLE GATE MAINTENANCE FACILITY	MANUAL
4	NORTH GATE	ELECTRIC/CARD READER
4A	NORTH PEDESTRIAN GATE	MANUAL
PC2	PRIVATE VEHICLE GATE	ELECTRIC/CARD READER
PC7	PRIVATE AEROPLEX GATE	MANUAL
5	VEHICLE ACCESS EAST PERIMETER FENCE TO SW 60TH AVE	MANUAL
6	VEHICLE ACCESS NORTHEAST PERIMETER FENCE	MANUAL
7	VEHICLE ACCESS NORTH PERIMETER FENCE	MANUAL
7A	PEDESTRIAN GATE NORTH PERIMETER FENCE	MANUAL
8	VEHICLE ACCESS GATE NORTHWEST CORNER TO SW 67TH AVE	MANUAL
9	VEHICLE ACCESS GATE	MANUAL
10	VEHICLE ACCESS GATE TO VORTAC AREA	MANUAL
10A	VEHICLE ACCESS GATE WEST PERIMETER FENCE	MANUAL
11	VEHICLE ACCESS GATE SOUTHWEST FENCE TO WATER SEWER LIFT STATION	MANUAL
12	VEHICLE ACCESS TO SOUTH PERIMETER FENCE	MANUAL
13	VEHICLE ACCESS TO SOUTHEAST PERIMETER FENCE	MANUAL
14	VEHICLE ACCESS EAST PERIMETER FENCE TO SW 60TH AVE	MANUAL
PC6	PRIVATE VEHICLE GATE A12 HANGAR	MANUAL
15	VEHICLE ACCESS TO A12 APRON	MANUAL
16	VEHICLE ACCESS GATE TO HEX-A PORT	ELECTRIC/CARD READER
LS	LIFT STATION ACCESS GATE	MANUAL
PC3	PRIVATE VEHICLE GATE CORPORATE HANGAR	ELECTRIC/CARD READER
PC8	PRIVATE VEHICLE GATE CORPORATE HANGAR	ELECTRIC/CARD READER
EG	EMERGENCY GATE (20TH STREET GATE)	ELECTRIC/CARD READER
17	VEHICLE ACCESS GATE CORPORATE HANGAR	MANUAL
PC4	PRIVATE VEHICLE GATE CORPORATE HANGAR	MANUAL
18	VEHICLE ACCESS GATE TO SW 60TH AVE	MANUAL
PC5	PRIVATE VEHICLE ACCESS GATE CORPORATE HANGAR	MANUAL
19	VEHICLE ACCESS GATE (MCSO AREA)	ELECTRIC/CARD READER
20	TERMINAL GATE	ELECTRIC/CARD READER
21	TERMINAL PEDESTRIAN GATE	ELECTRIC/CARD READER

EXISTING BUILDING TABLE		
ID	DESCRIPTION	TOP EL. (AMSL)
746	BOX HANGAR (72'X100')	112'
750	AIRPORT ADMINISTRATION/BOX HANGAR (82'X120')	116'
800	BOX HANGAR (109'X124')	115'
900	T-HANGARS (38'X482')	105'
904	T-HANGARS (38'X484')	104'
908	T-HANGARS (53'X340')	102'
912	T-HANGARS (51'X323')	101'
916	T-HANGARS (54'X300')	101'
920	T-HANGARS (59'X300')	101'
924	T-HANGARS (67'X247')	106'
928	T-HANGARS (67'X247')	105'
1180	FBO CORPORATE HANGAR	120'
1200	FBO/BOX HANGAR (90'X105')	121'
1550	OFFICE/BOX HANGAR (85'X125')	116'
1560	BOX HANGAR (100'X100')	119'
1600	SELF SERVE FUEL STATION	95'
1600-100	STORAGE SHED	101'
1600-200	ELECTRICAL VAULT	107'
1700	AIR TRAFFIC CONTROL TOWER	182'
1770	AIRPORT TERMINAL	110'
1820	OFFICE	107'
1860	BOX HANGAR (62'X62')	111'
1868	BOX HANGAR (79'X102')	117'
1876	BOX HANGAR (74'X82')	116'
1900	OFFICE/ BOX HANGAR (80'X114')	123'
1934	BOX HANGAR (70'X70')	118'
1938	OFFICE/BOX HANGAR (70'X76')	130'
1942	CULLISON WRIGHT MIDFIELD HANGAR (UNITS-1-6)	110'
1970	BOX HANGAR (62'X72')	117'
1980	BOX HANGAR (60'X70')	119'
2000	BOX HANGAR (82'X88')	118'
2026	CORPORATE HANGAR	100'
2028	CORPORATE HANGAR	100'
2030	OFFICE/BOX HANGAR (108'X128')	119'
2040	OFFICE/ BOX HANGAR (140'X154')	119'
2100	CONDO HANGAR	120'
2988	CORPORATE HANGAR	110'
2998	CORPORATE HANGAR	110'
3030	COLLEGE CENTRAL FLORIDA LAW ENFORCEMENT TRAINING	110'
3040	WRF #3 WATER TANK	142'
3050	WRF #3 WATER TANK BUILDING	117'
3060	DRIP FIELD PUMP HOUSE	105'

FUTURE BUILDING TABLE		
ID	DESCRIPTION	TOP EL. (AMSL)
A	HANGAR (120'X140') (3)	110.0'
B	HANGAR (80'X80') (2)	105.0'
C	HANGAR (100'X125') (4)	120.0'
D	HANGAR (130'X150') (2)	125.0'
E	HANGAR (100'X140')	120.0'
F	HANGAR (80'X80')	110.0'
G	HANGAR (SHELTAIR)	121.0'
H	HANGAR (SHELTAIR)	121.0'
I	HANGAR (SHELTAIR)	121.0'
J	HANGAR (SHELTAIR)	121.0'
K	HANGAR (SHELTAIR)	123.0'
L	HANGAR (AEROPLEX) (4)	110.0'
M	HANGAR (AEROPLEX) (5)	110.0'
N	WEST SIDE TERMINAL	137.5'
O	AIR CARGO	150.0'
P	FAA & CUSTOMS	102.5'
Q	ARFF	100.0'
R	CARGO BUILDING (3)	115.0'
S	CARGO BUILDING (2)	115.0'
T	CARGO BUILDING	120.0'
U	T-HANGAR (10-UNIT) (10)	105.0'
V	HANGAR (60'x60') (25)	115.0'
W	HANGAR (100'x100') (6)	110.0'
X	HANGAR (110'x110')	110.0'
Y	HANGAR (80'x80') (4)	110.0'

NOTE:
BUILDING TOP ELEVATIONS SHOWN, WERE CALCULATED USING THE EXPECTED CONSTRUCTION HEIGHT ABOVE GROUND ELEVATION (AGL), PLUS THE AVERAGE ABOVE MEAN SEA LEVEL (AMSL) GROUND ELEVATION IN THE VICINITY.

MAGNETIC DECLINATION (DEC 21, EPOCH YEAR (JAN 1, 2020)
ANNUAL RATE OF CHANGE 0° 5' W
SOURCE: NOAA NCEI GEOMAG FIELD CALCULATION WMM (2020)



FAA APPROVAL STAMP

LEGEND		
DESCRIPTION	EXISTING	FUTURE
AIRPORT PROPERTY LINE		
FENCE (SEE NOTE 5)		
FENCE (TO BE REMOVED)	N/A	
ON-AIRPORT BUILDING		
OFF-AIRPORT BUILDING		N/A
BUILDING OR PAVEMENT REMOVAL	N/A	
AIRFIELD PAVEMENT		
AIRFIELD PAVEMENT REMOVAL	N/A	
RUNWAY MARKINGS		
TAXIWAY CENTERLINE MARKINGS		
ROAD / PARKING		
UNPAVED ROAD		N/A
RSA	RSA	RSA
ROFA	ROFA	ROFA
ROFZ	ROFZ	ROFZ
ROFA-ROFZ	ROFA-ROFZ	ROFA-ROFZ
BRL	BRL	BRL
TSA	TSA	TSA
TOFA	TOFA	TOFA
MANUAL GATE		N/A
AUTOMATIC GATE		N/A
CONTOUR	75	N/A
DRAINAGE FEATURE		N/A
REQUESTED FAA RELEASE AREAS	N/A	
TREES		N/A
INNER APPROACH-OFZ		

Ocala International Airport

INFRASTRUCTURE CONSULTING & ENGINEERING

DESIGNER:	CHECKED BY:
APN	RWO
TECHNICIAN: APN	PROJECT NUMBER: 23-017

GENERAL NOTES:

1. THE (NAVD88) VERTICAL CONTROL DATUM WAS USED FOR ALL ELEVATIONS.
2. THE (NAD83) COORDINATE SYSTEM WAS USED FOR ALL LATITUDE AND LONGITUDE COORDINATES.
3. ALL ELEVATIONS SHOWN ARE ABOVE MEAN SEA LEVEL (AMSL) UNLESS OTHERWISE NOTED.
4. ALL TRAVERSE WAY CALCULATIONS REFERENCE FEDERAL AVIATION REGULATIONS (FAR) PART 77 WHICH SPECIFIES CLEARANCE REQUIREMENTS FOR ROADS, RAILROADS AND WATERWAYS AS FOLLOWS: A) 17 FEET FOR AN INTERSTATE HIGHWAY, B) 15 FEET FOR ANY OTHER PUBLIC ROADWAY, C) 10 FEET OR THE HEIGHT OF THE HIGHEST MOBILE OBJECT THAT WOULD NORMALLY TRAVERSE THE ROAD, D) 23 FEET FOR A RAILROAD, AND E) FOR A WATERWAY OR ANY OTHER TRAVERSE WAY NOT PREVIOUSLY MENTIONED, AN AMOUNT EQUAL TO THE HEIGHT OF THE HIGHEST MOBILE OBJECT THAT WOULD NORMALLY TRAVERSE IT.
5. EXISTING FENCE HEIGHT IS APPROXIMATELY 6' TALL. IT IS RECOMMENDED THAT FUTURE FENCING IS 7' TALL WITH 1' OF 3 STRAND BARBWIRE PER AC 150/5300-13B, SECTION 6.B.2.1.

PLAN REFERENCED NOTES:

A. THE BUILDING RESTRICTION LINE (BRL) HAS BEEN ESTABLISHED TO REMAIN BEYOND AND CLEAR OF ALL RUNWAY PROTECTION ZONES (RPZS), OBSTACLE FREE ZONES (OFZS), OBJECT FREE AREAS (OFAS), SAFETY AREAS, NAVAID CRITICAL AREAS AND ATCT CLEAR LINE OF SIGHT (LOS).

B. RUNWAY / HOLDING POSITION MARKING SEPARATION DISTANCES ARE AS FOLLOWS:
EXISTING 18-36 / FUTURE 1-19 = 250'
EXISTING 8-26 = 125'
FUTURE 9-27 = 200'

C. ONLY A SAMPLE OF TAXIWAY EDGE SAFETY MARGIN (TESM) LINEWORK HAS BEEN SHOWN FOR EXISTING AND FUTURE TAXIWAY B. (SEE DETAIL A THIS SHEET) FOR THE PURPOSE OF CLARITY. THE TESM LINEWORK FOR EXISTING TAXIWAY A AND FUTURE TAXIWAY C HAS NOT BEEN SHOWN. THE TESM FOR TAXIWAY A IS 7.5' FROM EDGE OF PAVEMENT AND THE TESM FOR TAXIWAY C IS 14' FROM EDGE OF PAVEMENT.

DRAFT

REVISIONS			
NO.	DESCRIPTION	DATE	BY

PROJECT NAME:

AIRPORT LAYOUT PLAN PEN & INK UPDATE

DRAWING NAME:

AIRPORT LAYOUT PLAN DRAWING

FAA AIP # / STATE GRANT #

PTGA FM450682-1-94-01

DIVISION: PLANNING

DATE: AUGUST 9, 2023

DRAWING NUMBER: 3

OCALA INTERNATIONAL AIRPORT

MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES

Ocala International Airport

Revised February 2023

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SECTION 1. INTRODUCTION

The City of Ocala adopted these Minimum Standards to foster, encourage, promote and develop general aviation and related aeronautical activities at the Ocala International Airport, while promoting safety in all activities, enhancing the availability of high quality services for Airport users and promoting the orderly development of Airport property. In promulgating these Minimum Standards, the Airport will provide a fair and reasonable opportunity without creating an exclusive right or unjust economic discrimination to any potential operators to qualify or otherwise compete for available Airport facilities and the furnishing of selected aeronautical activities. These Minimum Standards will be administered by the Airport Director or its designee.

SECTION 2. DEFINITIONS

Terms used in these Minimum Standards are defined below, and, if the context permits, shall have the same meaning set forth therein even if they are not capitalized. Other words relating to aeronautical practices, processes and equipment will be construed according to their general usage in the aviation industry, unless a different meaning is apparent from the context or specifically defined otherwise. All other words will be construed according to their common literal meaning.

A. Airport: Shall mean the Ocala International Airport.

B. Agreement: Shall mean a written agreement, including a lease, between an Operator and City, or a written agreement, including a sublease, between an Operator and an FBO. The term shall include all amendments to such agreement, lease or sublease.

C. Aircraft Maintenance: Shall mean activities necessary for the maintenance, overhaul, repair, inspection or modification of an aircraft or aircraft components, at a facility that is adequately equipped and staffed to handle the such activities and to promptly obtain parts to permit the Operator of such facility to do so.

D. City: Shall mean the City of Ocala, a Florida municipal corporation.

E. Commercial Aeronautical Operation ("CAO"): Shall mean a commercial aeronautical operation that involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations, and where the purpose of the operation is to secure earnings, income, compensation, or profit, whether or not objectives are accomplished.

F. Core Services: Shall mean those services that must be provided to general aviation Airport patrons by an FBO and cannot be subleased to a person. These services are described in Section 5.2.

G. FAA: Shall mean the Federal Aviation Administration.

H. FBO: Shall mean a CAO, or an Operator of a CAO, that meets the requirements of these Minimum Standards to qualify as a FBO, including engaging in the retail sale of aviation fuels, Aircraft Maintenance and other Core Services.

I. Minimum Standards: Shall mean these qualifications or criteria established by the City as the minimum requirements of an Operator engaged in an Airport CAO.

J. Operator: Shall mean a person engaging in, or proposing to engage in, a CAO.

K. Person: Shall mean an individual, trustee, partnership, corporation, limited liability company or any legal entity

L. Specialized Aviation Service Operator ("SASO"): Shall mean a CAO, or an Operator of a CAO, that meets the requirements of these Standards to qualify as a SASO.

SECTION 3. QUALIFICATION REQUIREMENTS

Prospective Operators must submit to the Airport Director the following information prior to entering into an Agreement with the Airport or an FBO:

A. A detailed business plan that adequately describes the scope of the intended operation and the approach to be utilized in performing the CAO in order to provide high quality service to general aviation patrons and the general public.

B. A statement from a bank, trust company or other source acceptable to the City evidencing the financial responsibility of the prospective Operator. The City shall be the sole judge of what constitutes adequate financial capacity.

C. A statement of past experience that establishes that the prospective Operator is qualified to perform the CAO that the Operator proposes to perform.

SECTION 4. GENERAL REQUIREMENTS

4.1 REQUIREMENT OF AN AGREEMENT

Prior to commencing a CAO, the prospective Operator shall enter into an Agreement with the City or an FBO, which will set forth the terms and conditions under which the Operator will operate at the Airport; if the Operator enters into an Agreement with an FBO, it shall provide a copy of such Agreement to City. Such terms and conditions will not be inconsistent with these Minimum Standards.

4.2 ADEQUATE ASSURANCE

The prospective Operator must, upon execution of its Agreement, deliver a performance bond or other adequate assurance in an amount equal to six months of the estimated payments to the Airport, and in any form acceptable to City in its reasonable discretion. If the adequate assurance will expire or no longer be valid during the term of the Agreement (e.g., as would be the case with an official bank check or letter of credit), the Operator shall renew the adequate assurance or take other action to ensure that the adequate assurance remains valid; if the operator fails to do so, the City may recover the amount of the adequate assurance and take other action necessary to protect its rights (including termination of the Operator's Agreement with the City)).

4.3 INSURANCE

The Operator will procure and maintain, during the term of the Agreement, insurance of the types and in the minimum limits determined by the City for the prospective CAO.

4.4 COMPLIANCE WITH LAWS

The prospective Operator will procure and maintain during the term of the Agreement, all licenses, permits and other similar authorizations required for the conduct of business operations.

4.5 MISCELLANEOUS

A. Where more than one CAO is to be engaged in, the Minimum Standards may vary as to each CAO, but may not necessarily be cumulative.

B. The applicable Minimum Standards for any Operator will be predicated upon the nature of the CAO. If at a later date, the CAO is expanded to encompass new or additional types of activities, these new or additional activities must meet the established Minimum Standards for them.

C. CAO shall conduct its operations in an orderly, ethical and commercially reasonable manner. CAO shall control the conduct, demeanor and appearance of its employees, subtenants, invitees and others doing business at the Premises.

SECTION 5. MINIMUM STANDARDS

5.1 MINIMUM STANDARDS

The following criteria are set forth in these Minimum Standards for an Operator engaging in one or more selected CAO at the Airport.

An Operator who is based at the Airport will be subject to applicable federal, state and local laws, codes, ordinances and other jurisdictional regulatory measures including all applicable City and Airport policies, procedures, directives, rules and regulations.

Information regarding rentals, fees and charges to the CAO will be made available to the prospective Operator by the Airport Director.

The Airport recognizes that certain Operators are presently conducting business on the Airport at the time of the enactment of these Minimum Standards that may occupy facilities, or be conducting certain operations, not in compliance with these Minimum Standards. Such facilities or operations will be governed by the existing Agreement provisions, and may be continued or extended by agreement at the City's sole discretion. However, in no event may a nonconforming use be transferred through sale or assignment.

The Airport has the option to exercise its proprietary right to provide one or more CAOs on an exclusive basis.

5.2 FBO

Each FBO will be subject to the following requirements and standards:

A. Core Services. Each FBO shall provide the following CAOs:

1. Tie-down and hangar storage.

2. Sale and into plane dispensing of aviation fuels.

3. Adequate ramp service for general aviation aircraft users, with a qualified attendant available on the ramp for the purpose of providing aircraft guidance, aircraft parking, tie-down and after hour on-call service.

4. Operation of a fuel farm facility for the storage, handling and delivery of aviation fuel products.

5. Emergency service to disabled general aviation aircraft on the Airport, including towing and transporting disabled aircraft at the request of the owner or operator of the aircraft, or the Airport.

6. Flight planning and flight services facilities, local navigation charts, flight planning materials and weather information available during hours of operation for the Airport patron.

7. Courtesy transportation providing passenger transportation service between FBO and reasonable nearby destinations.

B. Other Service Requirements: Each FBO must:

a. Operate either: (1) a Part 145 Repair Station; or (b) a facility that provides Non-145 Aircraft Maintenance; and

b. Provide the Core Services, or subcontract for the following CAOs to a minimum total value of 3. (For purposes of calculating the values of the CAOs, an FBO that provides a Part 145 Repair Station may not include any value from any Non-145 Aircraft Maintenance, to achieve the total value requirement.)

Value	Commercial Aeronautical Operation (CAO)	
2	Part 145 Repair Station	Operating a Repair Station that is certified under, and in compliance with, Part 145 of Title 14, CFR, and employing, or subcontracting for, at least two employees currently certified by FAA to perform airframe or power-plant repair. At least one of these employees must be appropriately rated to perform 100-hour and annual / phase inspections. At least one employee must be "on call" during off-duty hours.
1	Non-145 Aircraft Maintenance	Operating a facility that provides aircraft maintenance but is not certified under Part 145 of Title 14, CFR, and employing, or subcontracting for, at least two employees currently certified by FAA to perform airframe or power-plant repair. At least one of these employees must be appropriately rated to perform 100-hour and annual inspections. At least one employee must be "on call" during off-duty ours.
1	Aircraft Charter	Non-scheduled air charter (FAR Part 135) for transporting passengers, cargo, and mail, including air ambulance.
1	Aircraft Paint Shop	Aircraft painting for all types of aircraft.
1	Avionics Repair and Installations	Avionics repair station specializing in general aviation instrumentation and radios.
.5	Aircraft Flight Training	Flight training school with a two certified flight instructors and two airworthy, owned or leased aircraft, including at least one aircraft suitable for instrument flight instruction.
.5	Aircraft Rental	Aircraft rental with two airworthy, owned or leased aircraft, including at least one aircraft suitable for instrument flight operation.
.5	Aircraft Interior Repair	Aircraft interior repairs for all types of aircraft.
.5	Aircraft Sales	Aircraft sales with at least one pilot with ratings appropriate to the types of aircraft to be demonstrated and an on-airport inventory of four aircraft.
.5	Propeller Repair	Propeller repairs for all types of aircraft.
.5	Aircraft Wash and Detailing	Aircraft washing and detailing for all types of aircraft.

C. Prohibited Services

1. No commercial services or activities will be conducted from any non-commercial hangar facility on the Airport.

2. Other prohibited services may be identified in the Agreement.

D. Land and Facility Requirements.

1. The minimum ground leased for an FBO will be ten (10) acres.

2. The minimum facilities required will be as follows:

a. One hangar for aircraft storage with an area not less than 10,000 square feet.
b. One maintenance hangar with an area not less than 10,000 square feet and with sufficient parts and shop space adequate to house any aircraft upon which services are being performed.
c. Office/terminal building with an area not less than 5,000 square feet and with amenities including office, pilot's lounge, public telephone, flight planning, restaurant or appropriate vending machines, weather reporting equipment, pilot sleep/rest room, and restroom facilities.
d. Paved ramp with area not less than four acres (174,240 square feet) and with access to hangar sufficient to unload based or owned aircraft from the hangar onto the Operator's lease area without overflow onto non-leased areas.
e. Tie down facilities, equipped with ropes or other aircraft restraining devices, adequate to accommodate 25 aircraft at the Airport.
f. Automobile paved parking to adequately park visiting Airport patron's vehicles and meet all jurisdictional agencies code criteria.
g. An aviation fuel farm facility with a minimum capacity of 12,000 gallons of aviation gasoline and 12,000 gallons of jet fuel storage, along with at least two (2) metered and filter equipped dispensers, fixed or mobile, for dispensing both AVGAS and JET-A fuels.
h. An above ground fuel storage tank with all appurtenant equipment necessary to guarantee 24 hour self-fueling for Airport patrons.

F. Service Hours. Each FBO will be open for business to the public as follows:

1. Core Services and Aircraft Maintenance: Seven days a week, 12 hours a day with emergency "on-call" service provided during off duty hours.

2. All other CAOs: Five days a week, eight hours a day

G. Minimum Management and Staffing Standards.

1. The activities of an FBO will be supervised by a full time, on-site manager or supervisor who will be responsible for adhering to these Minimum Standards and the terms of its Agreement.

2. The FBO will provide, at a minimum, sufficient staff to fill the following key positions:

   a. General Manager
   b. Line Service Manager

3. All staff will be trained and qualified to perform the duties for which they are employed.

4. All staff will wear uniforms and protective clothing and equipment, as appropriate.

5. Additional minimum management and staffing standards may be specified individually in the Agreement.

H. Verification of Appropriate Documentation.

The FBO will obtain and maintain all appropriate licenses, waivers and permits from federal, state and local jurisdictional agencies in regard to the legal and safe operation of their business activity at the Airport. Said documentation will be provided to the Airport prior to commencement.

I. Each FBO shall have an Agreement with the City, and may not merely have an Agreement (including a sublease) with another FBO.

5.3 SASO

Each SASO will be subject to the following requirements and standards:

A. A person can operate as a SASO through an Agreement with the City or with an FBO.

B. Minimum Service, Management and Staffing Standards.

1. Activities permitted under an Agreement by a SASO may include, but will not be limited to, the following CAOs:

a. Aircraft maintenance and repair
b. Avionics and instrument repair
c. Propeller repair
d. Aircraft painting
e. Aircraft upholstery
f. Aircraft accessories
g. Flight training school with a certified flight instructor and two airworthy, owned or leased aircraft, including at least one aircraft suitable for instrument flight instruction.
h. Aircraft rental with two airworthy, owned or leased aircraft, including at least one aircraft suitable for instrument flight operation.
i. Aircraft leasing
j. Non-scheduled air charter for transporting passengers, cargo, and mail, including air ambulance.

i. All operations will be conducted in accordance with and certificated under FAR Part 135 and amendments thereto and all other applicable rules and regulations.

ii. Operators will provide services and equipment for servicing passengers and for handling freight, luggage and ticketing and make available ground transportation for transient patrons.

k. Aircraft sales
l. Aerial advertising
m. Agricultural aerial spraying
n. Aerial photography, mapping or survey
o. Aerial firefighting
p. Power line or pipeline patrols
q. Aircraft Management

2. A SASO offering any of the services listed above, will have a minimum of one employee (with ratings appropriate to the work to be performed) on-site

during operating hours. At all other times, one person must be available, on call, who will respond onsite, if necessary, to customer inquiries and Airport concerns.

3. A prospective SASO that is not based at the Airport and has a temporary, non-recurring, need to conduct operations at the Airport may operate through an Agreement. Such SASOs include, but are not limited, to the following:

   a. Aerial advertising
   b. Air ambulance
   c. Agricultural aerial spraying
   d. Aerial photography, mapping or survey
   e. Aerial firefighting
   f. Power line or pipeline patrols
   g. Mobile aircraft detailing
   h. Mobile aircraft repair and maintenance (reference section 5.4).

C. Prohibited Services.

1. No commercial services or activities will be conducted from any non-commercial hangar facility on the Airport.

2. No commercial services offering tie-down and hangar storage for general aviation aircraft, both itinerant and local.

3. No commercial sale or into plane dispensing of aviation fuels.

4. Other prohibited services may be identified in the Agreement.

D. Land and Facility Requirements Under an Agreement.

1 The minimum ground lease for a SASO will be adequate for the service provided and, in any event, for an area not less than 1/2 acre.

2. The minimum facilities required will be as follows:

   a. Hangar space adequate for the service provided and, in any event, an area not less than 3,600 square feet of floor space.
   b. Paved ramp area not less than the total square feet of associated hangar area. Ramp area must be sufficient to unload aircraft from the hangar onto the Operator's lease area without overflow onto non-leased areas.
   c. An office or administration facility will be adequate for the service provided and, in any event, an area not less than 750 square feet.
   d. All SASO facilities will be required to provide public telephone and public sanitary restroom facilities.

e. Automobile paved parking to adequately park visiting Airport patron's vehicles and meet all jurisdictional agencies code criteria.

E. Public Service Hours. Each SASO shall be open for business to the public as follows: Five days a week, eight hours a day

F. Verification of Appropriate Documentation.

The SASO will obtain and maintain all appropriate licenses, waivers and permits from federal, state and local jurisdictional agencies in regard to the legal and safe operation of their business activity at the Airport. Said documentation will be provided to the Airport prior to commencement.

SECTION 5.4. MOBILE AIRCRAFT REPAIR AND MAINTENANCE

STATEMENT OF CONCEPT

A mobile Aircraft Repair and Maintenance Services Operator ("Mobile Repair Operator") means a person providing one or more of the following services at the aircraft based location: airframe, engine or accessory overhaul; repair services on aircraft; and sales of aircraft parts and accessories. A Mobile Repair Operator must provide A&P/AI personnel certified by the Federal Aviation Administration under FAR 65 to perform aircraft maintenance and inspection services. This category shall also include the sale of aircraft parts and accessories, but such is not an exclusive right. This category is being included to ensure that customers of the FBO, to the extent approved by the FBO and the AIRPORT, have the ability to choose the entity to conduct maintenance on their aircraft.

MINIMUM STANDARDS

1. Land
   The Mobile Repair Operator is not required to lease any land from an FBO or the AIRPORT, but must have an executed agreement with an FBO for access to the leasehold where the aircraft is based. As this category is to provide customer service to the based aircraft, all operations under this category shall occur on the FBO where the aircraft is based.

2. Hangar and Shops

   The Mobile Repair Operator is not required to lease any hangar space, but must have an executed agreement with an FBO for use of hangar space for maintenance purposes.

3. Aircraft Apron

   The Mobile Repair Operator is not required to lease any aircraft apron, but must have an executed agreement with an FBO for use of apron for maintenance purposes to support its activities.

4. Aircraft Service Equipment

   a. The Mobile Repair Operator shall at all times maintain an adequate supply of all necessary parts, equipment and accessories required to support their contract customers. This may be satisfied by a Just in Time Contract with parts supplier.

   b. If the Mobile Repair Operator is involved with moving aircraft, they shall have, or lease, at least one aircraft tug of sufficient power or braking weight to handle any aircraft the Maintenance Operator is permitted to service under the its FAA certificate.

5. Hours of Operation

a. The Mobile Repair Operator shall be "on-call" with a reasonable response time to OCF.

6. Personnel and Training

a. The Mobile Repair Operator shall have in its employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet these Minimum Standards in a safe and efficient manner, but never less than one (1) person currently certified by the FAA with ratings appropriate to the work being performed, and who holds an airframe/power plant and an aircraft inspector rating.

b. The Mobile Repair Operator shall maintain during business hours a responsible person in charge to supervise its operations on the Airport and with the authorization to represent and act for and on behalf of the Maintenance Operator. This person may be located off-site.

c. All employees will be in uniform with the name of the company prominently displayed.

7. Permit Agreement

a. The Mobile Repair Operator shall execute a permit agreement with the AIRPORT and a vendor agreement with an FBO approved by the AIRPORT which shall specify which types of aeronautical services the Mobile Repair Operator is authorized to provide, and shall contain, if applicable, provisions for fees payable to the AIRPORT, insurance, indemnification, environmental requirements and a security deposit or other form of contract security as required in these Standards acceptable to the AIRPORT. The Mobile Repair Operator shall provide the AIRPORT with its vendor agreement with the FBO together with its permit application under this rules.

c. Each Mobile Repair Operator shall provide the AIRPORT with a signed copy of all agreements or contracts with FBO(s) currently serving the Airport.

d. Each Mobile Repair Operator shall advise the AIRPORT within five (5) working days of any changes in their agreement(s) or contract(s) with any FBO(s) by using the form supplied in Appendix "D" of these Standards.

8. Required Fees and Payments

The exact fees and payments will be determined on an individual basis and incorporated into the permit agreement with the AIRPORT and with the FBO.

9. Limitation on Mobile Repair Operator Services

The following limitations apply to Mobile Repair Operators:

a. Mobile Repair Operators shall not advertise that they are based at OCF.

SECTION 6: WAIVER OF MINIMUM STANDARDS PROVISIONS

Waiver of Standards

The City in its sole discretion may waive all or any portion of these standards for the benefit of the Airport:

A. 1. General Public in time of emergency.

2. Performing public service to the aircraft industry of performing a non-profit emergency medical or rescue service for the general public by means of aircraft.

3. Fire prevention or firefighting operations.

4. Police enforcement or safety operations.

B. Other Waiver Procedure

If a requirement or standard is unreasonable or reasonably anticipated to adversely affect an Operator's business, the Operator may request that the requirement or standard be waived. The request must be in writing and filed through the Airport. Such request shall be reviewed by the Airport Director who shall provide a recommendation to the Airport Advisory Board which shall then provide recommendation to the Ocala City Council. Ocala City Council may consider waiver of any portion of the standards for the benefit of the aviation community or the Airport.

SECTION 7
RATES AND CHARGES

The following rates and charges are applicable to the following activities or sales. All amounts are assessed on an annual basis unless specifically noted:

THE FOLLOWING APPLIES TO ALL AIRPORT USERS

FUEL FLOWAGE

AVGAS (100LL) Fuel:	$0.065 per gallon
JET-A Fuel:	$0.065 per gallon

OTHER CAOs NOT SPECIFICALLY LISTED ABOVE:

Annual payment of a minimum of $500 or $125 per single, $150 per twin, $175 per turboprop, $200 per jet, $200 per helicopter (whichever is greater).

LANDING FEE

Aircraft over 100,000lbs MGTOW:	$300.00 per arrival

PASSENGER STAIRS:	$300 per use

SPECIAL EVENTS

Special Events:	$50.00 per day

CAR RENTALS	10% Adjusted Gross Revenue

LOCATION FEES

Commercial Filming	$300 per hour
Commercial Photography	$100 per hour

T-HANGAR RATES

T- Hangar Sizes	MONTHLY RATE	WAIT LIST LEASE DEPOSIT
1,088 sq. ft.	$330	$330
1,267 sq. ft.	$415	$330
1,309 sq. ft.	$546	$330

OCALA INTERNATIONAL AIRPORT

DEVELOPMENT STANDARDS

Adopted October 16, 2007

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SECTION I
Introduction and Land Uses

A. Introduction

These standards have been developed to facilitate the short-term and long-term goals for future development of the Ocala International Airport. These goals are varied, but include: 1) ensuring a high quality of design; 2) promote design consistency throughout the development; and 3) protect the long-term values of the development. It is the Purpose of these standards to compliment the Ocala International Airport Master Plan by unifying the Airport Master Plan concepts during the implementation phases of the aviation and non-aviation related land use developments.

The manual will serve as the structure for controlling the development performance and aesthetic standards. These standards are to be strictly adhered to and do not alleviate the developer from other necessary regulatory responsibilities. These standards have been written with flexibility to allow for a wide range of land use categories, adoption for a wide variety of site sizes, locations and infrastructure improvements.

The manual will afford the City of Ocala control over the development of the Airport to assure the long-term integrity of the development. Further objectives of these standards include:

- Promote measures that will assure airport safety and security are properly addressed.
- Promote efficient use of land to minimize environmental impacts.
- Assure compatibility of the development proposed by the various uses.
- Designate and maintain appropriate corridors for utilities, public access to various airport facilities and controlled airside access (if available).
- Provide adequate separation between buildings and public right-of–ways.
- Provide ample off street parking with appropriate landscaping to screen vehicle and equipment storage.
- Minimize to the maximum extent possible conflicts with applicable regulations of the Federal Aviation Administration, Florida Department of Transportation, City of Ocala, and the various other agencies having jurisdiction.

Where during the implementation of these standards a conflict arises between these standards and any ordinance of the City of Ocala, the provision of City of Ocala ordinances shall prevail.

Requests for information and assistance regarding these development standards and the application of these objectives to the proposed development should be directed to:

Airport Director
Ocala International Airport
750 S.W. 60th Avenue
Ocala, FL 34474

B. Land Uses

1. General

All developers/owners leasing property within the Airport must have, prior to placing any parcel of land into use, written authorization from the City of Ocala.

No use of the land shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise, or pollution, or which is injurious to a building or person on the land or on neighboring property or which is in violation of any governmental statutes or regulations.

2. Specific Uses

Ocala International Airport encompasses approximately 1463 acres of land dedicated to a variety of aviation and non-aviation related land uses. These land uses include:

Aviation Sites. These sites offer development opportunity for a variety of aviation related uses, and are located in close proximity to the established aircraft operational areas.

Industrial Sites. The non-aviation related industrial sites for development are located on the west side of the Airport and encompass approximately (366) acres. Allowable uses for the development of this property include zoning classifications M-1 and M-2, as defined in accordance with Article V of the City of Ocala Zoning Code.

Commercial Sites. The non-aviation related commercial sites identified for development are located along State Road 40 on the north side of the Airport. These development sites encompass approximately (121) acres. Allowable uses for the development of this property include zoning classification B-2 and B-2A, as defined in accordance with Article V of the City of Ocala Zoning Code, with the exception that any residential use shall not be permitted.

The implementation of land use controls associated with the development of Airport property shall be in conformance with the Land Development Code of the City of Ocala. However, various uses that may be permitted under the Land Development Code have been determined to be incompatible with Airport Operations. Those incompatible land uses include, but are not limited to:

- Schools (other than aviation related training schools)
- Day Care centers
- Hospitals
- Nursing homes
- Single and multi-family residential units
- Mobile Home Parks
- Churches
- Auditoriums
- Concert Halls

SECTION II
APPLCATION of
Other REQUIREMENTS

A. City of Ocala Ordinances, Codes and Regulations along with those of the various other agencies apply, to a greater or lesser extent, to all construction and development on the Airport.

B. Development approval by the City of Ocala does not guarantee the proposal will be permitted or otherwise approved for any intended use or purpose, or that required regulatory development permits or approvals can be obtained.

C. All pertinent requirements of public agencies must be adhered to in the development of Ocala International Airport property, and all plans must be routed through the permitting/approval process of the City of Ocala. Prior to development each developer must verify the current code requirements, as they may be amended from time to time. These Development Standards may be more restrictive than local land use regulations, site development standards, landscape requirements, or in other matters. In every case in which these standards are at variance with public agency requirements, the more restrictive regulations will govern.

D. Acquisition of all required regulatory permits and approvals, including construction permits and development approval by the City of Ocala, are the sole responsibility of the developer proposing a particular development. The consequences of failure to obtain required approvals or permits shall rest solely with the developer.

SECTION III
REVIEW PROCESS

A. Introduction

Development approval by the City of Ocala is required prior to the undertaking of any site improvements, construction or installation including clearing, grading, paving, signs, walls, fences, and drainage facilities, as well as lighting, building structures, landscaping and all alterations considered external to a building. This approval shall be in writing and shall become part of the file for each individual development. Although the City of Ocala shall not be responsible for monitoring or otherwise administering the actions of the various other jurisdictional agencies, copies of all permit applications and approvals shall be forwarded to the City.

B. Approval Process and Review Procedures

The approval process for all development at the Ocala International Airport shall proceed in accordance with the site plan review requirements established under Article IV of the City of Ocala Ordinances. In addition to site plan review, all buildings proposed to be constructed at Ocala International Airport shall undergo architectural review.

At least forty-five (45) days prior to submittal of a Site Plan by developer to the City pursuant to the requirements of Section 122-214 of Article IV of the City of Ocala Ordinances, the developer shall present the proposed Site Plan to the Airport Advisory Board for formal review and comment. The function of the Airport Advisory Board shall be as follows:

1. Evaluate all Site and Building Designs, based upon individual site and Tenant requirements, on adherence to aesthetic and performance quality standards defined in these standards and compatibility with the adjoining sites and common spaces.

2. Interpret the standards. If conflicts arise in meeting these standards, the Airport Advisory Board will review and evaluate the conditions, and make recommendations to the developer and/or City to resolve the conflicts.

3. Coordinate compatibility of all designs to maintain a unified character of common spaces such as stormwater management, landscape areas and development cores.

4. Make recommendations to update design standards as may be necessary in the future.

The City of Ocala reserves the right to modify the design and development standards as may be required in the future to achieve the development goals.

Future additions and alterations to completed developments are subject to review and approval by the City of Ocala.

C. Overview of Review Process

The following is a general overview of the review and approval process.

1. Obtaining a lease agreement or, if applicable, a future amendment to an existing lease with the City covering the leasehold interest to be developed.

2. Submit ten (10) copies of the formal Site Plan review package to the Airport Advisory Board for review and comment. The submittal should be made to:

Airport Director
Ocala International Airport
750 S.W. 60th Avenue
Ocala, FL 34474

3. After receipt of comments by the Airport Advisory Board, submit for formal site plan review and approval by the City of Ocala.

4. If applicable, apply for and obtain approval of the leasehold improvement by the Federal Aviation Administration by submitting a properly documented FAA Form 7460-1. This document shall be prepared by the developer and submitted to the City for transmittal to the FAA.

5. Complete development of final plans and specifications for the leasehold development and obtain all approvals required for the leasehold development.

6. Apply to the City of Ocala for a building permit for the proposed improvement, alteration and/or renovation as required by City Code.

7. Within 60-days following substantial completion of the development, provide the City with "as built" documentation. Substantial completion shall be considered as the date of the Occupancy Permit issued by the City.

D. Required Minimum Documentation

In addition to the general and specific information required by the City for site plan review, the following information is required in order to conduct any required architectural review.

1. Dimensioned building floor plans and elevations, all faces (1/16" = 1' or 1/8" = 1'), showing the type, quality and color of all materials proposed. This drawing shall include the floor slab elevation and any item of permanent construction placed adjacent to or on top of the building.

2. If applicable, line of sight drawings evidencing a clear line of site from the proposed location of the Air Traffic Control Tower cab over all leasehold development, including aircraft parking adjacent to the development, to any aircraft operational area that may be impacted by the development.

3. Color scheme, layout and method of lighting for all exterior signage permanently attached to the building. If not shown on the building elevation, a separate drawing shall be submitted that shows the relationship between the proposed signage and the architecture of the building.

4. Color scheme, layout, location and method of lighting of all freestanding signs.

5. A color perspective rendering of the building and site entry sign, suitable for presentation.

6. Samples of all exterior material of the type, texture and color proposed should be submitted.

E. Miscellaneous Development Requirements

1. **Basis of Approval**. Review and approval will be based on standards set forth in this document, and the Ordinances of the City of Ocala. Plans will be reviewed not only for the quality of the specific proposal, but also for the development's effect and impact on its neighbors and on the general existing or planned surroundings. Evaluation will be made of spatial relationships among buildings and between buildings and other surrounding elements with the

intent of minimizing detrimental visual impact.

The City's interest in reviewing development proposed on the Airport is to assure that a high quality of compatible development is consistently achieved. When questions of judgment or interpretation arise, the decision of the City is final. All issues not covered specifically by these Standards will be resolved by the City on a case-by-case basis.

2. **General Security Requirements**. The developer shall design, construct and separate the development in a manner that assists the City of Ocala in controlling access between the airside and landside portions of the airport, if applicable. Security access points shall be designated on the site plan.

   The operation of all ground equipment, mobile or stationary, required for construction, repair, or any other purpose within the limits of the airfield shall be reviewed and approved by the City.

   All lessees operating within the active aircraft operations area (AOA) may be required to be badged by the City. Lessees shall be responsible for providing the required information to the Airport to obtain badges.

3. **Historical Resources**. The developer shall include a provision in all applicable construction that will suspend construction operations should archaeological and/or historical resources be discovered on the site of the development.

   Such findings shall be immediately reported to the Airport Director who will in turn notify the Florida Division of Historical Resources (FDHR), and the appropriate City departments.

   No disruption of the findings shall be permitted and no development as defined under Section 380.04, Florida Statutes, shall occur within a minimum 100-foot radius of the site(s) of discovery until such time as the FDHR has surveyed the findings and determined significance and appropriate protective measures.

   The developer shall be subject to all conditions determined by the FDHR.

4. **Wastewater Pretreatment**. The developer shall, in the development of schematic or preliminary design of industrial type leasehold developments, coordinate with the City in order to determine wastewater pretreatment requirements. All wastewater pretreatment shall conform to the requirements of Section ??? of the City Code.

   The generation of hazardous wastewater shall be prohibited unless adequate facilities are constructed and used for hazardous effluent storage (temporary and/or permanent), treatment and/or removal, and appropriate sludge disposal methods are used in accordance with the rules and policies of the U.S. Environmental Protection Agency (US EPA), Florida Department of Environmental Protection (FDEP), and City of Ocala Department of Public Works.

Hazardous effluent shall be handled in accordance with US EPA and FDEP criteria.

5. **Stormwater Management**.
All stormwater management facilities shall be designed in accordance with the requirements of the City of Ocala.

6. **Water Conservation**.
Water conservation measures shall be incorporated in all developments. These measures may include the use of water-saving plumbing devices, drought resistant native vegetation for landscaping, limited irrigation during drought conditions, and all requirements of Chapter 553, Florida Statutes.

7. **Source of Irrigation Water.** The source of irrigation water shall be provided by the public access reuse system owned by the City of Ocala.

8. **Hazardous Materials**.

a. All developers/lessees that will use, handle, store, display or generate hazardous materials as that term may be defined under state or federal law (i.e., materials that are ignitable, corrosive, toxic or reactive) shall do so in accordance with the statutes, rules and regulations of local, state and federal governmental authorities. The following list includes, but is not limited, those commonly occurring waste types that have the potential of being hazardous. Additions to this list may be made based on the discretion of the Airport Director..

(1) Waste pesticides.

(2) Washing and rinsing solutions containing pesticides.

(3) Empty pesticide containers.

(4) Spent toxaphene solutions or sludges from dipping.

(5) Spent pesticide solutions or sludges other than toxaphene from dipping.

(6) Dust containing heavy metals.

(7) Washing and rinsing solutions containing heavy metals.

(8) Wastewater treatment sludges containing heavy metals.

(9) Waste ink.

(10) Ignitable paint wastes containing flammable solvents (flash point less than 140 degrees F),

(11) Liquid paint wastes containing heavy metals (cadmium, chromium, mercury or lead).

(12) Spent solvents.

(13) Still bottoms from the distillation of solvents.

(14) Filtration residues from dry cleaning operations.

(15) Cyanide wastes.

(16) Strongly acidic or alkaline wastes.

(17) Spent plating wastes.

(18) Waste ammonia.

(19) Photographic wastes.

(20) Ignitable wastes (flash point less than 140 degrees F).

(21) Wastewater sludges containing pentachlorophenol, creosote, or arsenic.

(22) Waste formaldehyde.

(23) Lead-acid batteries.

(24) Waste explosives.

(25) Waste oil.

(26) Other ignitable, corrosive, reactive and EP toxic, as these waste types are

defined in 40 CFR 26L21, 261,22, 261.23 and 261,24.

b. Buildings where significant amounts of hazardous materials or hazardous wastes, as generally defined above, are to be used, displayed, handled, generated, or stored shall be constructed with impervious floors, without drains, to ensure containment and facilitate cleanup of any spill or leakage. The temporary or permanent storage of hazardous materials shall be in a facility with impervious floor and side walls adequate to contain the hazardous materials.

c. The outside storage of hazardous materials or hazardous waste shall be prohibited.

d. All hazardous waste generators shall contract with a licensed public or private hazardous waste disposal service or processing facility and the City shall be provided copies of the following forms of documentation of proper hazardous waste management practices:

(1) a hazardous waste manifest.

(2) a shipment to a permitted hazardous waste management facility, or.

(3) a confirmation of receipt of materials from a recycling or a waste exchange operation,

e. The generation of hazardous effluent shall be prohibited unless adequate facilities, approved by the City and the Florida Department of Environmental Protection, are constructed and used by tenants generating such effluent.

f. Hazardous sludge materials generated by effluent pretreatment shall be disposed of in a manner approved by the U.S. Environmental Protection Agency and the Florida Department of Environmental Protection.

g. Proper on-site handling and temporary storage procedures for all hazardous waste that may be generated on site shall be identified in accordance with local, regional, state and federal hazardous waste programs,

h. Reasonable access to facilities shall be provided for monitoring by the City and all applicable regulatory agencies.

i. Hazardous spill contingency plans shall be developed and approved as indicated below for all industrial parcels prior to beneficial occupancy of the leasehold development.

(1) the plan shall be submitted to the Airport Director and the Florida Department of Environmental Protection (if applicable) for review and approval prior to development of any industrial leaseholds.

(2) Upon approval, the plan shall be submitted to the Ocala Engineering Department. In addition a copy of the approved plan shall be submitted to the Airport Director with documentation indicating regulatory approval.

(3) This plan shall be implemented immediately in the event of any future spills.

F. Operational Requirements During Construction

The operation of all ground equipment, mobile or stationary, required for construction, repair, or any other purpose within the limits of City property shall be governed as follows:

1. All equipment and materials when not in use or, about to be installed shall be stored on the leasehold or in a location

approved for this purpose by the Airport Director. All equipment on the airside of any leasehold, whether or not it is in use, shall be properly marked with yellow, or orange and white checkered flags of a size not less than 2 feet square during the day and with amber electric flasher lights at night, or as otherwise instructed. No equipment shall be parked within 750 feet of the centerline of any runway or within 250 feet of the centerline of any taxiway, unless specifically authorized by the Airport Director. Equipment parked on the airfield area shall be kept to an absolute minimum and restricted to equipment actually used or needed for the work under progress.

2. Parking areas for Contractor equipment, supplies, materials and employee vehicles will be as established by the Airport Director or as indicated on the plans.
3. Contractor shall conform to the requirements of the Airport Director as to the placement, type and service of special barricades, obstruction and hazard marking and lighting devices used to identify danger areas.
4. Neither equipment nor personnel shall use any runway, taxiway or apron for the purpose of hauling materials or access to the work, unless approved by the Airport Director. Authorized equipment operating on any hard surface is limited to that equipment with pneumatic tires. Prior to use of any hard surface, permission shall be obtained from the Airport Director. All drivers shall be instructed to be alert for aircraft and to follow routes designated for vehicular traffic All vehicles will be clearly marked to identify owner. No privately-owned vehicle will be operated on runways or taxiways.
5. Prior to initiation of operations which will require the crossing of any hard surface used by aircraft, the Contractor shall assure himself that a signalman, with visual or radio contact with the Air Traffic Control Tower (if applicable), or capable of monitoring air traffic, is on duty at the site of the crossing to regulate traffic. Moving aircraft have priority over all other traffic on the field. Only equipment equipped with pneumatic tires shall be allowed to cross paved areas. It shall be the responsibility of the Contractor to keep paved surfaces free of any material at all times that might drop from moving vehicles while crossing paved areas.
6. Hauling across Runway Protection Zones of any runway will not be permitted, unless authorized by the Airport Director.
7. Contractor must agree to permit only his bona fide employees and those of his subcontractors access during actual hours of work.

G. Minimum Insurance Requirements During Construction

It is incumbent on the developer to assure that its construction contractor has sufficient insurance provided by a reliable insurance company authorized to do business in the State of Florida to protect the interests of the City. These insurance requirements shall not relieve or limit the liability of the developer or construction contractor. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the developer or construction contractor's interests or liabilities, but are merely minimums. No insurance is provided by the City to cover developer or contractor(s). Prior

to the issuance of a building permit, the developer shall provide the City with documentation acceptable to the City that its contractor has satisfied the following minimum requirements:

1. General Requirements

a. Developer shall require that each contractor take out and maintain insurance of such types and in such amounts as are necessary to cover his responsibilities and liabilities on each leasehold development, and shall require all his subcontractors to carry similar insurance.

b. The City will accept, in lieu of all subcontractors carrying similar insurance, an "Owner's and Contractor's Protective Liability Policy" paid for by the contractor and written in the name of the City for the amounts specified hereinafter, including all the special coverage. Said policy must protect the City for all claims for bodily injury and/or property damage arising out of operations for the named insurance by said contractor, or any subcontractor of said contractor.

c. No contractor or subcontractor shall commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the City. In the event that a contractor's insurance, or any portion of it should lapse, the developer shall immediately require its contractor to suspend operations until such time as adequate coverage is reinstated.

d. Each contractor shall file with the City a Certificate of Insurance. Any certificate submitted and found to be altered or incomplete will be returned as unsatisfactory. If requested by the City, contractor through the developer shall furnish the City with true copies of each policy required of the contractor or its subcontractors.

e. Said policies will not be canceled or materially altered, except after fifteen (15) calendar days advance written notice to the City, mailed to the following address:

Airport Director
Ocala International Airport
750 SW 60th Ave
Ocala, FL 34474

2. Required Coverage: Insurance under this Section shall, as a minimum, include the following coverage:

a. Worker's Compensation and Employer's Liability Insurance:

(1) The contractor shall procure and maintain at its expense, insurance of the kind and in the amount hereinafter provided, by companies authorized to do such business in the State of Florida, covering all operations under this Contract whether performed by them or by a subcontractor.

(2) Before commencing the work, the contractor shall furnish to the City a certificate, or certificates, in a form satisfactory to the City, showing that they have complied with this paragraph, which certificate, or certificates, shall designate the City of Ocala as an additional named insured.

(3) The kinds of amounts of insurance required shall be stated in a policy covering the obligations of the contractor in accordance with the provisions of Florida Worker's Compensation Law.

b. Comprehensive General Liability Insurance covering:

Policies of bodily injury, liability and property damage liability insurance, of the types hereinafter specified, each with limits of liability of not less than $1,000,000.00 for all damages arising out of bodily injury, including death, at any time resulting therefrom sustained by one person in any one accident, and not less than $1,000,000.00 for all damages arising out of injury to or destruction of property, with respect to the following:

(1) Operations, Premises Liability, Including, but not limited to, Bodily Injury, including death at any time resulting therefrom, to any person or Property Damage resulting from execution of the work provided for in this contract, or due to or arising in any manner from any act or omission or negligence of the contractor and any subcontractor, their respective employees or agents.

(2) Elevator Liability, including, but not limited to, Bodily Injury, including death at any time resulting therefrom, to any person or Property Damage resulting from operation or use of any elevator or hoist, if either or both are operated or used in connection with execution of this contract.

(3) Contractor's Protective Liability, including, but not limited to, Bodily Injury, including death at any time resulting therefrom, to any person or Property Damage arising from acts or omissions of any subcontractor, their employees or agents

(4) Products, including, but not limited to, Bodily Injury, including death at any time resulting therefrom to any person or Property Damage because of goods, products, materials, or equipment used or installed under this contract.

(5) Contractual Liability.

Each and every policy for liability insurance, carried by each contractor and subcontractor, as required by this Section, shall specifically include Contractual Liability coverage.

c. Special Requirements.

The insurance required under requirements for comprehensive general liability shall specifically include the following special hazards:

(1) Property Damage caused by conditions otherwise subject to exclusions "x,c,u" Explosion, Collapse or Underground Damage.

(2) Broad Form Property Damage endorsement, which has reference to property in the "care, custody, or control" of the insured.

(3) "Occurrence" Bodily Injury coverage in lieu of "caused by accident".

(4) "Occurrence" Property Damage coverage in lieu of "caused by accident".

d. Comprehensive Automobile Liability covering:

(1) All owned, hired, or non-owned vehicles including the loading or unloading thereof,

(2) Special Requirements:

The insurance provided under this section shall specifically include the following special hazards:

(a) "Occurrence" Bodily Injury in lieu of "caused by accident."

(b) "Occurrence" Property Damage in lieu of "caused by accident."

(3) The insurance under this section shall be written in the following limits of liability as a minimum:

(a) Automobile Bodily Injury: Each Person: $500,000

Each Occurrence $1,000,000

(b) Automobile Property Damage

Each Occurrence $1,000,000

3. Indemnity

The developer and contractor shall indemnify and hold harmless the City and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of any agreement with the City, provided that any such claims, damage, loss or expense is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible personal property including the loss or loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission of the developer or contractor.

SECTION IV
SITE DEVELOPMENT STANDARDS

THE PURPOSE OF THESE SITE DEVELOPMENT STANDARDS, WHICH SET FORTH LOT REQUIREMENTS, BUFFERS, SITE LAYOUT, UTILITY, DRAINAGE, AND CIRCULATION REQUIREMENTS, IS TO ENSURE, TO THE EXTENT POSSIBLE, THE OVERALL SAFETY AND SECURITY OF THE OCALA INTERNATIONAL AIRPORT.

The intent of these standards is to furthermore produce a development which is aesthetically and environmentally pleasing, while protecting the values and interests of adjoining property owners.

A. Buildings

1. All buildings shall be set back from the airfield ramps, taxiways, and other areas used by aircraft in compliance with standards established by the FAA or as required by the City. All development shall conform to the dimensional requirements detailed on the Airport Layout Plan.

2. Lot Requirements

All lot requirements shall conform to Section 122 of the Code of Ordinances of the City of Ocala.

3. Buffers

The buffer requirements set forth in Section 122-260 of the Code of Ordinances of the City of Ocala are applicable.

B. Parking

1. Sufficient parking shall be provided on the leasehold for each developer's employees, patrons and visitors. All parking areas and spaces shall be identified on the site plan. The design of all parking areas shall comply with Article VI of the Code of Ordinances of the City of Ocala, and applicable Americans with Disabilities Act (ADA) regulations.

2. Specific requirements are as follows:

a. No parking shall be permitted on or adjacent to streets or driveways. All parking areas shall be paved and marked.

b. Parking in areas between buildings and roads shall be acceptable if these are designated on the site plan as parking areas, are screened from roadways by landscaping and/or berms.

c. Handicapped parking spaces will be located in areas convenient to building entrances. The number and dimensions of spaces so provided shall be consistent with ADA regulations.

C. Driveways and Sidewalks

1. Driveways:

Onsite vehicular circulation should follow a clear hierarchy to provide:

* Proper ingress and egress based on projected traffic volume.
* Ease of orientation for visitors.
* Clear sense of arrival.
* Site distance.

a. General

The width and number of driveways for a parcel or leasehold shall be determined by the type of use to which the leasehold is put and the volume of traffic projected to use the driveway(s). In general, driveways will conform to the requirements of the City of Ocala.

b. Access and egress points shall be designed to minimize hazards, inconvenience and congestion by providing simple circulation patterns and ample stacking room, No access points shall lead

directly into a parking bay. Instead, access shall lead into distribution roads which in turn feed into parking bays.

c. Landscaping or commercial signs located within an island in a driveway may be approved by the City. Landscaping shall not block sight distance or pose a traffic hazard,

d. The developer shall be responsible for all arrangements and agreements with adjacent property owners when joint use driveways or internal cross easements are permitted by the City. Said agreements shall be in writing and subject to the approval of the City.

e. Permits: A permit to work within any public right-of-way will be required for all driveways constructed on City owned and maintained roadways. All building plans submitted for permits shall show all existing and proposed driveways, including any required acceleration/ deceleration or left-turn lanes. The City shall review all such building plans on both City and State roadways. A separate permit from FDOT will be required for all driveways on State roads.

Driveway permits will not be issued and access to a parcel will be denied unless a site plan showing the existing or proposed development is submitted or other documents submitted indicating the proposed usage of the driveway and parcel.

2. Sidewalks

a. General. Sidewalks shall be permitted only to provide for internal circulation on leasehold property. Additional sidewalks may be approved based on a showing of necessity if required to accommodate pedestrian traffic between leaseholds.

b. Design Requirements.

(1) All sidewalks shall be designed in accordance with the requirements of the City.

(2) Sidewalks shall be designed and pedestrian roadway crossings located to minimize pedestrian/vehicle conflicts and to provide adequate site distance for both the pedestrians and the vehicle drivers. Proper warning signs and special markings shall be provided if deemed necessary by the City.

(3) Handicap ramps shall be located at all pedestrian crossings through curbs.

D. Landscaping and Irrigation

1. A landscape and irrigation plan shall be prepared and submitted to the Airport Advisory Board and City in accordance with these standards. All landscaping shall conform to the City of Ocala Zoning Code.

2. All landscaped and sodded areas shall be provided with 100% coverage by an automatic underground irrigation system. Sod and landscape areas shall be on separate zones.

3. Plant materials used in conformance with the provision of this section shall equal the standards of Florida #1, as given in "Grades and Standards for Nursery Plants" and other amendments thereto for the highest quality available. Plant materials must be selected for interest, structure, texture, color and ultimate growth in harmony with and complementary to the building and other materials.

4. Maintenance of all landscaping and irrigation systems shall be the responsibility of the developer. All landscaped and sodded areas will be maintained in accordance with the approved plan and maintenance will be enforced.

5. Landscaping items shall not be greater than 2.5 feet in height when located within the line of sight required to maintain adequate sight distance at all intersections,

horizontal curves, driveways and pedestrian crossings.

6. All trees used in landside landscaping shall have a minimum trunk diameter of 4 inches and shall have a minimum unobstructed clear height of 7 feet from the sidewalk or roadway surface to the bottom of the branches. Trees that have a drip line which protrudes over the roadway surface shall have a minimum unobstructed clear height of 14 feet from the roadway surface to the bottom of the branches.

E. Site Grading

1. A grading and drainage plan for the leasehold development shall be submitted by the developer to the City for approval. The use of landscaped earth mounds and berms for screening in parking lot medians, roadway medians, parking setbacks and parking lot islands is encouraged. A comprehensively designed drainage, landscaping and pedestrian system is required in all areas.

2. The minimum first floor elevation shall be established above 100-year flood plain elevations as defined by the Federal Emergency Management Administration.

3. The developer shall provide measures to reduce soil erosion and sediment deposits in drainage channels, ponds and downstream areas during construction. Specific measures shall be included on all plans submitted fix approval.

4. The developer shall protect all existing utilities not required to be removed throughout construction. The developer shall also be responsible to maintain access to adjoining existing buildings, if required. The developer shall furnish, place and maintain all required safety and protection devices.

5. The developer shall conduct all grading operations to minimize the creation of dust and shall include measures in the leasehold development specifications to prevent or alleviate the possibility of a problem. In the event the creation of dust creates the potential for the obstruction or interference with aircraft operational areas, the Airport Director has the authority to limit grading operations or otherwise direct dust control operations.

6 Unless otherwise directed, it shall be the developer's responsibility to remove all materials and equipment not necessary for the development of the lease property from the airport.

7. The developer shall be responsible for the clean-up of debris and rubbish resulting from its construction activity The developer shall comply with all Federal, state and local hauling and disposal regulations.

F. Drainage and Storm Water Management

All leasehold development shall satisfy the drainage and retention and/or detention requirements of the City of Ocala, the Florida Department of Environmental Protection and the Southwest Florida Water Management District.

Specific requirements for each leasehold area should be coordinated with each regulatory agency early in the development of site engineering. This coordination should include a conceptual drainage plan which outlines the impact of the proposed development.

G. Paving Requirements

The standard construction and material specifications of the City of Ocala shall be

used for roadway, driveway and parking lots for all non-aviation related aircraft operational areas. Those prepared by the Federal Aviation Administration shall be used for aircraft operational areas.

All airfield pavement design shall conform to the relevant FAA Advisory Circulars for pavement design, using as the design aircraft the most critical aircraft proposed to be used over the life of the development.

H. Fencing and Gates

1. Airside: Security fencing shall comply with FAA specifications for chain link fence. The fence separating the airside and the landside shall be chain link not less than 6 feet high and topped with 3 strands of barbed wire. The barbed wire shall be slanted away from the airside at a 45-degree angle. A landscaped screening shall be provided, and located no closer than 10 feet from the fence. The screen shall be maintained in a manner to preclude overgrowth of the security fence.

2. All other leasehold fencing shall be concrete, masonry or poly coated chain link. A 10-foot landscape border screening the chain link fence shall be placed on the public side of the fence. Wood fencing is not permitted.

3. Under no circumstances will developer's fences be located on lands other than those leased by the developer. Fences shall be provided, as needed, to prevent uncontrolled access from landside areas to airfield areas (if applicable). All fences shall be designated on any site plan as to the location and type.

I. Outside Storage

l. The location of outside storage areas and materials used for screening shall be a part of the site plan submitted by the developer to the City and Airport Advisory Board.

2. All outside storage of equipment or other materials shall be screened by an opaque screen utilizing materials that are the same as or similar to the main building or by installation of berms and landscaping acceptable to the City.
3. Equipment and materials shall not be stored in areas fronting the access road.

J. Loading areas

1. All truck loading docks and areas shall be visually screened from public view. No loading docks or areas shall be permitted on the fronts of buildings except for warehouse operations with proper screening approved by the City. Trucks are prohibited from using common passage service roads for access to loading docks and/or area. It shall be the developer's responsibility to provide adequate off-street parking for trucks awaiting access to loading areas or docks.

2. All loading areas shall be designed to enable all truck maneuvering to occur in the developer's parking area, not on the street system.

3. Open storage in loading areas is prohibited. Loading areas shall be identified on any site plan. Standard turning radius shall be required for specific truck sizes intending to use loading areas.

K. Refuse Collection Areas

1. All outdoor refuse collection areas shall be visually screened from public view and

adjacent properties by an opaque screen utilizing materials that are the same as or similar to the main building it serves or by installation of berms and landscaping acceptable to the City. No refuse collection area shall be permitted in a front area.

2. The location of refuse collection areas and materials used for screening shall be designated on the site plan.

L. Electrical Utility and Telecommunication Lines

All electrical and telecommunication transmission lines on the lessee's parcel shall be installed and maintained underground.

M. Exterior Lighting

1. Plans for lighting shall be submitted by the developer to the City and Airport Advisory Board for approval. Lighting in parking areas shall be a uniform style throughout the development.

2. Where pedestrian walkways are not adequately illuminated by street lighting or parking lot lighting, uniform walkway lights shall be used consistent with the style and design of the street lighting system. Lighting poles in parking lots shall be located within parking medians or islands.

3. Any plaza, courtyard, terrace or other exterior pedestrian area adjacent to buildings or incorporated as part of the individual site plan shall use lighting compatible with the lighting styles of the walkway and parking areas.

4. All lighting shall be restricted to down lighting, or shielded. Such lighting shall be restrained in design and levels of illumination so as not to be a hazard to Airport operations or interfere in future air traffic control tower operations. If so requested by the City to resolve a question of interference, the developer shall submit a signed and sealed drawing provided by a registered lighting engineer.

5. A minimum of one-foot candle shall be maintained within parking lots and along pedestrian access ways to buildings. All other pedestrian circulation lighting shall be a minimum of 1/2 foot candle.

6. All aircraft apron lighting shall be designed and constructed in accordance with current FAA Advisory Circulars.

N. Potable Water and Sanitary Sewer Facilities

1. Each developer shall outline in writing its requirements for potable water and sanitary sewer service at the proposed leasehold location.

a. If potential service is available through the City, the developer shall submit a written request for service. This request shall include, but not necessarily be limited to, the following types of information:

(1) an estimate of the quantities of potable water and sanitary sewage that the system will be required to handle. All calculations on which these estimates were based shall also be submitted.

(2) any special requirements such as minimum potable water pressure or peak rates of sewage flow that the lessee expects to be accommodated.

(3) the composition of any sanitary sewage including the method and anticipated efficacy of the pretreatment industrial type waste by the lessee.

b. If potable water and/or sanitary service is not available through the City, the developer shall submit a plan indicating the proposed source of potable water and method proposed for disposing sanitary sewage and industrial wastes.

c. Final details for the installation of the facilities required to provide potable water and dispose of sanitary and industrial type wastes shall be subject to all applicable local, state and federal regulatory requirements. The lessee shall provide the City with a copy of all permits and/or approvals issued any agency with jurisdiction.

d. A copy of all permits obtained by the developer at the date of site plan submission shall be submitted along with the site plan. Any permit for which approval is pending shall be so identified and submitted immediately following issuance.

e. All development constructed on property owned or controlled by the City of Ocala shall fully conform to the requirements of the City and all applicable regulatory agencies.

O. Environmental Protection

All Airport development shall conform to the specific regulatory requirements of applicable state and federal agencies pertaining to threatened and endangered plant and animal species that may be present at any site proposed for development. Specifically the requirements of the Florida Fish and Wildlife Commission shall be adhered to during the development of any site due to potential relocations of various gopher tortoise burrows that have been discovered around the Airport.

SECTION V
BUILDING DEVELOPMENT STANDARDS

A. Building Materials

Architectural designs will be evaluated in terms of the sensitive integration of form, textures, and colors with the particular landscape and topographical character of each site. All windows and glass surfaces shall be non-reflective glass.

Colors, textures, exposed aggregate, and other details must be reviewed by the Airport Advisory Board and approved by the City as a part of the plans submitted by the developer during the site plan review process. Suggested colors include white, beige and light earth tones. There shall be no obligation or requirement for the City to approve any proposed material. Building materials that produce glare or other effects that are hazardous to aircraft operation shall not be permitted. The color palette shall be approved by the City, and should be consulted prior to color selections by the developer.

The following types of building materials may be approved by the City.

1. Exterior walls

a. Office and Industrial Buildings or portions of building containing offices:

(1) Tilt up or precast concrete panels.

(2) Precast concrete with exposed coquina aggregate

(3) Stucco

(4) Smooth and Split Face Block

b. Incidental type buildings or Aircraft Hangars including Maintenance Hangars:

(1) Same as paragraph1(a) of this Section, or as otherwise approved.

(2) Metal walls for aircraft hangars only are acceptable, but other materials may be approved.

c. Warehouse space:

(1) Same as paragraph 1(a) of this Section, or as otherwise approved.

(2) A minimum of 10 feet of block or other material in combination with metal may be approved.

2. Exterior Fascia

(a) Fractured face concrete masonry
(b) Flush profile metal panels
(c) Painted stucco.

3. Exterior Glazing.

Energy efficient or Tinted window glass shall be permitted to the extent that it may be required to satisfy Florida Energy Code requirements. The color of tinting shall be "earth tone" or blue and shall be subject to the approval of the City.

Selection of glass assemblies, exterior wall components, roof materials, service entrance doors and other exterior building elements that exceed the minimum insulating values required by codes is encouraged.

B. Building Orientation and Architectural Detail

1. Distinct entrances for users shall be provided. Building footprints shall be

presented on the site plan. The building on each site shall be oriented to minimize public view of service docks and overhead doors.

2. The building, or any component thereof, shall be oriented to preclude it from becoming an obstruction to a clear line of sight from the proposed Air Traffic Control Tower (ATCT) to any portion of the air operations area. The developer shall submit a scaled plan that depicts the status of any impact on the ATCT's clear line of sight for approval by the City.

3. Passive solar design considerations are encouraged. Some aspects of passive solar design which may be considered in the planning are noted below:

a. Orientation and location of the building on a site.

b. Massing of buildings or building parts to create shadows for reducing heat gain and wind velocities which affect infiltration during the winter months.

c. Configuration of the building to incorporate such features as interior courtyards or clustering of parts of the building.

d. Amount, location and shading of windows.

e. Use of vestibules and/or revolving doors to reduce infiltration at the entrance.

f. Natural ventilation is encouraged and can be achieved by proper orientation of the building and appropriate location of windows, etc.

g. A higher level of architectural detail is encouraged for building entries.

h. Paving, lighting and site architectural features are recommended to further entrance the entrance detail.

C. Mechanical and Electrical Service

1. All mechanical equipment shall be housed within the building when possible. When roof-mounted equipment is required, it must be concealed by parapet walls taller than the tallest piece of roof mounted equipment. Plumbing vents are the only non-screened roof penetrations allowed.

2. Any exterior mechanical or electrical equipment, satellite dishes or other large pieces of equipment, shall be screened so as to be an integral part of the architectural design and not in public view.

3. All electrical installations will conform to the National Electric Code and the City of Ocala building codes.

D. Roof Appearance and Construction

1. Since roofs are highly visible from aircraft using the Airport, roofs shall be attractively designed and constructed. Signs, lettering, designs or other graphics shall not be placed, painted or otherwise located on roofs

2. Roofs shall not be constructed of materials that are reflective or create glare. Roofs shall not be white in color unless approved by the City.

E. Sound Attenuation

Since the leaseholds are subject to noise levels associated with the Airport, noise abatement building construction

techniques are required for office buildings and other buildings where people are located inside for a substantial portion of the work day.

F. Graphic and Sign Standards

In general, signage and graphics will be designed in harmony with the architecture of the leasehold improvements and other signage and development on the Airport.

Only those signs that conform to the zoning code of the City of Ocala will be approved. No sign will be erected until plans, elevations, sections, details and specifications have been reviewed and approved.

All signs shall be maintained in a safe and attractive condition so as to preserve the aesthetic qualities established for the Airport.

SECTION VI
MAINTENANCE

A. Paved Areas

Pavement surfaces, sidewalks and plazas shall be kept cleaned and washed frequently and as required per seasonal demand. Parking lots shall be kept free of debris and leaves per seasonal demand. Cracks, joints and other openings in the pavement surfaces shall be repaired promptly.

B. Lawn Maintenance

Lawns and other ground cover shall be kept well trimmed at all times. Procedures for fertilizing, trimming, and weed control shall be set on timely basis and adhered to. Removal of leaves shall be done within a reasonable time range during the fall season. Catch basins and other drainage collection points shall be cleaned regularly. A regular schedule for pesticide control and groundskeeping shall be maintained.

C. Trees and Other Plants

Seasonal fertilizing, annual pruning and cutting dead branches shall be done as required. Extra care shall be taken far the new planting in their initial stage of establishment on the site.

D. Watering

All plants shall be watered weekly during the growing season. Lawn areas shall be watered as required to produce healthy lawns especially during the summer months.

E. Building Maintenance Cleaning

To insure the quality standards projected for the development, all buildings shall be well maintained and clean at all times. Provision of services shall be made for necessary cleaning of masonry and washing and polishing of metals, particularly at the main entrances. Broken glass, damaged windows, light poles and lamps shall be repaired or replaced promptly.

F. Equipment Storage

Storage of all maintenance equipment shall be within buildings or well screened. It shall not be visible from access roads, common open spaces or adjacent lots.

G. Radiation and Electrical Emissions

No activities shall be permitted that emit dangerous radioactivity beyond enclosed areas. There shall be no electrical disturbance adversely affecting the operation at any point of any equipment other than of the creator of such disturbance.

H. Other Nuisance Characteristics

No noise, odors, vibration, smoke, air pollution, liquid or solid wastes, heat, glare, dust, or other such adverse influences shall be permitted that will in any way have an objectionable effect upon adjacent or nearby property. All wastes shall be disposed of in a manner that is not dangerous to public health and safety, nor will damage public waste transmission or disposal facilities.

GROUND LEASE AT AIRPORT

THIS LEASE is entered into effective _____ __, 20__ ("Effective Date"), between City of Ocala, a Florida municipal corporation ("Landlord"), and _____ a _____ ("Tenant").

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties do hereby agree as follows:

1. **Lease of Premises.**

1.1. Landlord leases to Tenant, and the Tenant leases from Landlord, real property located in Marion County, Florida, and all improvements now or hereafter located thereon (collectively the "Premises") as follows: The real property ("Property") described in the attached **Exhibit A** and consisting of approximately ___ acres.

1.2. The Premises are located at the Ocala International Airport ("Airport") owned and operated by Landlord.

1.3. This Lease includes the right of ingress and egress to and from the Premises by means of existing means of ingress and egress across the Airport to be used in common with others having similar rights of passage thereon (except when the Airport is closed to the public). The use of any such means of ingress and egress is subject to the present and future rules and regulations of the Airport. Landlord may, at any time, temporarily or permanently close such means of ingress and egress so long as an alternative means of ingress and egress remains available to Tenant. Tenant shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Premises or in any streets near the Premises.

2. **Term**.

2.1. The term of this Lease is thirty (30) years, beginning on _____ __, _____ and ending at 5:00 pm on _____ __, _____

2.2. So long as Tenant is not in default under this Lease, Tenant has the right to renew the term of this Lease for two (2) additional terms of five (5) years each. Each renewal shall automatically occur unless Tenant gives written notice of non-renewal to Landlord at least 180 days prior to the expiration of the initial term of this Lease (as to the first renewal) or any then-current renewal term (as to any subsequent renewal). All terms and conditions that govern the initial term shall govern any renewal term, except as expressly set forth herein.

3. **Feasibility Study.** Tenant may, during the period commencing with the execution of this Lease by Tenant and concluding 90 days after the Effective Date (the "Feasibility Study Period"), determine whether the Property is suitable, in Tenant's sole and absolute discretion, for Tenant's use. Tenant may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that Tenant deems necessary to determine, to Tenant's satisfaction, the Property's engineering, architectural and environmental properties; zoning and land use restrictions; subdivision status; soil and grade; availability of access to public roads, water and other utilities; consistency with local, state and regional growth management plans; availability of permits, governmental approvals and licenses; and other Inspections that Tenant deems

SAMPLE CONTRACT

appropriate to determine the Property's suitability for the Tenant's intended use. Landlord gives Tenant, its agents and other representatives, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections. Landlord shall fully cooperate with Tenant and its professionals in connection with the foregoing. Tenant shall deliver written notice to City prior to the expiration of the Feasibility Study Period if Tenant determines the Property is not acceptable, in which event this Lease shall be deemed canceled and of no further effect.

4. **Rent.**

4.1. During the term of this Lease, Tenant shall pay monthly rent as follows:

4.1.1. Tenant shall commence paying monthly rent upon issuance of a Certificate of Occupancy for the hangar to be constructed thereon by Tenant, or Two Hundred Forty (240) days after issuance of all permits by all governmental agencies necessary to allow such construction, whichever shall first occur. In connection therewith:

a. Tenant shall apply for all necessary permits for the hangar within ninety (90) calendar days after approval of this Lease by the Landlord and make good faith efforts to obtain all necessary permits as soon as possible.

b. Tenant shall commence construction of the hangar within ninety (90) days of issuance of such permits.

c. Tenant shall complete construction of the hangar within two hundred forty (240) days after issuance of such permits.

4.1.2. Tenant shall pay monthly rent, after the date that rent payments are to commence pursuant to paragraph 4.1.1, in the following amounts:

a. Until December 31, 20__, the monthly rent shall be _____ ($___.__) per month; and

b. Commencing on January 1, 20__, and on each January 1 thereafter, the monthly rent shall be increased by an amount equal to three (3%) percent of the prior year's monthly rent.

4.2. The monthly rent is payable without Landlord's demand on the first day of each calendar month during the Lease term. If rent payments commence on a day other than the first day of a calendar month, or terminate on a day other than the last day of a calendar month, the rent will be prorated on a daily basis.

4.3. All rent payable under this Lease shall be paid to Landlord without set-off or withholding for any reason and shall be mailed or delivered to Landlord at Landlord's address as set forth elsewhere in this Lease, or such other address of which Landlord shall notify Tenant, so that it is received prior to the date it is due.

5. **Additional Payments.**

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5.1. Additional Rent Payments. In addition to the rent under paragraph 4, all other payments that the Tenant is obligated to make under this Lease are considered additional rent, regardless of whether the payments are so designated. All additional payments are due and payable at the time the Landlord demands payment or at the time the next succeeding rent installment is due, whichever occurs first. Landlord shall have the same remedies for Tenant's failure to pay additional rent as it does for Tenant's failure to pay monthly installments of rent. All further references to "rent" shall include both monthly installments of rent and additional rent. The provisions of this paragraph shall apply only concerning remedies, and not concerning rent upon which sales and use taxes are to be calculated or paid.

5.2. Utility or Service Charges. The Tenant agrees to pay all charges for gas, electricity or other illumination, heating, air conditioning, water, sewer, telephone service and other utilities attributed to the Premises.

5.3. Ad Valorem Taxes and Assessments.

5.3.1. Tenant shall pay as additional rent during the term of this Lease all ad valorem and real property taxes and all special assessments levied or assessed by any lawful authority against the Premises. In the event any governmental authority having jurisdiction shall levy any general or special assessment against the Premises, Tenant shall also pay to Landlord as additional rent such assessment. Landlord shall have the option to take the benefit of any statute or ordinance permitting any such assessment for public betterments or improvements to be paid over a period of time in which case the Tenant shall be obligated to pay only the said fraction of the installments of any such assessments which shall become due and payable during the term of this Lease.

5.3.2. Landlord may, at its sole discretion, estimate the taxes and assessments referred to in this paragraph 5 and require Tenant to pay one-twelfth (1/12th) thereof monthly in advance, together with the payment of fixed minimum annual rent. After the end of each Lease year, Landlord shall furnish Tenant a statement of the actual taxes and assessments, and there shall be an adjustment between Landlord and Tenant with payment to or repayment by Landlord, as the case may require, to the end that Landlord shall receive the entire amount of Tenant's proportionate share for such annual period.

5.4. Sales and Use Taxes. At the time rent payments are made, the Tenant agrees to pay to the Landlord any sales and use taxes that arise because of payment of rent to the Landlord.

5.5. Past Due Rent. If any monthly rental payment is not paid on or before the tenth (10th) day of each month, such payment shall bear interest at ten percent (10%) per annum. A payment is considered late if received ten (10) business days or more after such payment is due. Any payment not received when within ten (10) business days after each month shall be deemed a default under this Lease.) If payment made by check is dishonored by Tenant's bank, the amount due shall be deemed a "late payment" and treated as set forth herein.

5.6. Amounts Advanced by Landlord. Any amount advanced by Landlord pursuant to the terms and provisions of this Agreement shall be repaid to Landlord by Tenant by the first of the calendar month following the date of such advance unless otherwise specifically provided in this Agreement.

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5.7. Tenant's Taxes. Tenant further covenants and agrees to pay promptly when due all taxes assessed against all fixtures, furnishings, equipment and stock-in-trade placed in or on the Premises during the term of this Lease.

6. **Landlord's Services, Utilities and Taxes.**

6.1. Tenant shall obtain, at its sole cost and expense, all utilities (e.g., without limitation, electricity, telephone, water, sewer, and trash collection services) service for the Premises. Tenant shall be responsible for all costs associated with extending utility lines from their current point of termination to improvements to be constructed by Tenant hereunder.

6.2. Landlord shall not be liable for full or partial stoppage or interruption of the above services or utilities unless negligence on the part of Landlord shall be shown, and Landlord shall not be liable for consequential damages in any event.

7. **Use of Premises.**

7.1. Tenant shall have the right to use the Premises for the following and for no other purpose without Landlord's prior written consent, which consent may be withheld by Landlord in its sole discretion:

7.1.1. Storage and maintenance of aircraft that are either owned or leased by Tenant.

7.1.2. Storage of aviation fuel, lubricants, aircraft parts and other items of personal property necessary for Tenant's use to maintain and operate aircraft owned or leased by Tenant, provided that all such items of personal property, other than gasoline, shall be contained within improvements to be constructed by Tenant on the Premises. No explosives or combustible materials will be permitted within or about any improvements except for fuel in aircraft tanks or small containers of lubricants, cleaning materials, and other aviation-related materials stored in containers or cabinets that have been approved by the EPA or local Fire Marshall.

7.1.3. Construction on the Premises of private offices attached to hangar.

7.1.4. At the discretion of the Landlord (which may be withdrawn at any time), nonexclusive use of all airport facilities which are not specifically leased to other tenants under private leases.

7.2. Tenant shall not sell nor dispense from mobile fuelers or other typical fueling devices without the express written permission from the Airport Director, which may be withheld or conditioned in the Airport Director's sole discretion, aviation fuels of any kind upon the Premises or otherwise at the Airport.

7.3. No outside storage shall be allowed. All areas not paved or covered by the Improvements shall be grassed and landscaped as approved.

7.4. Tenant agrees that no business shall be carried on, nor any act or acts done or permitted to be done on the Premises that in any manner conflicts with any applicable valid law or regulation of the City of Ocala, Marion County, State of Florida, and the United States of America or any department, bureau or agency thereof.

SAMPLE CONTRACT

7.5. Tenant will not do or suffer to be done in or upon the Premises any act or thing which amounts to a nuisance or creates waste to the Premises.

7.6. Tenant shall not produce any disturbances on any Airport property that interferes with the operation by the Landlord or the Federal Aviation Administration of air navigational communications or flight equipment on the Airport.

7.7. Tenant shall comply with all present and future written instructions of the Landlord in disposing of its trash and refuse at Tenant's expense and shall use a system of refuse disposal approved by the Landlord.

7.8. Tenant shall not do nor permit to be done any act or thing upon the Premises, which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by this Lease.

7.9. Nuisance/Hazardous Substances.

7.9.1. Tenant shall not commit any nuisance, nor permit the admission of any objectionable noise, or odor, nor burn any trash or refuse within the Premises, nor bring on, deposit or allow to be brought on or deposited on the Premises any asbestos materials or any other Hazardous Substance, except as permitted above, or materials as the same may be defined by State, Federal or local laws, rules, statutes, or regulations; nor make any use of the Premises or any part thereof or equipment therein which is improper, offensive or contrary to any law.

7.9.2. Tenant shall not cause or commit any Hazardous Substance to be used, stored, generated or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors, or invitees, without first obtaining Landlord's written consent. If Hazardous Substances are used, stored, generated, or disposed of on or in the Premises except as permitted above, or if the Premises become contaminated in any manner for which Tenant is legally liable, Tenant shall indemnify and hold harmless the Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, but without limitation, a decrease in value of the Premises, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees, and costs) arising during or after the Lease Term and arising as a result of such contamination by Tenant. Without limitation of the foregoing, if Tenant causes or permits the presence of any Hazardous Substance on the Premises and such results in contamination, Tenant shall promptly, at its sole expense, take any and all actions necessary to return the Premises to the condition existing prior to the presence of any such Hazardous Substance on the Premises. Tenant shall first obtain Landlord's approval for any such remedial action.

7.9.3. As used herein "Hazardous Substance" means any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the State of Florida, or the United States Government. "Hazardous Substance" includes any and all material or substances which are defined as "Hazardous Substance" pursuant to State, Federal, or local government law. "Hazardous Substance" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCB's") and petroleum.

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8. **Improvements.**

8.1. Tenant's Right to Construct Buildings and Other Improvements.

8.1.1. Tenant shall have the right to construct structures, buildings, and other improvements ("Improvements") on the Premises, at Tenant's sole cost and expense, pursuant to paragraph 7 above. In connection with any construction, Tenant shall be permitted to grade, level, and fill the land, remove trees and shrubs, install roadways and walkways, and install utilities, provided all of the foregoing serve the Improvements erected on the Premises. Landlord shall have no liability for any costs or expenses in connection with the construction of Improvements on the Premises. All improvements shall be in accordance with the applicable building codes and other laws and ordinances.

8.1.2. Tenant shall submit plans to Landlord in advance of construction of any proposed Improvements before construction may begin. Plans shall reasonably comply with existing improvements of others at the Airport. Approval of said plans shall not be unreasonably delayed or withheld. Tenant shall not be required to apply for permits until the plans are approved by the Landlord.

8.1.3. Landlord shall cooperate with Tenant to facilitate timely execution of required documents, permits, legal descriptions, permit approvals or other matters requiring Landlord's consent.

8.1.4. Tenant coordinate stormwater permitting with the City of Ocala Stormwater Division and if practical, utilize regional stormwater ponds located at Ocala International Airport.

8.2. Signage. Tenant may display in, on, or above the Premises any sign or decoration, the nature of which is permitted by applicable law and is not dangerous, unsightly or detrimental to the Premises. At the termination of this Lease, Tenant shall if so requested by landlord, remove any signs it has placed on the Premises, repairing any damage caused thereby.

8.3. Fencing. Tenant acknowledges that all fencing must comply with applicable security requirements.

8.4. Tenant's Delivery of Possession After Termination or Expiration.

8.4.1. On the expiration or early termination of this Lease (the "Expiration Date"), Tenant shall promptly quit and surrender the Premises and Improvements, and deliver to Landlord actual possession and ownership of the Premises and Improvements in good order, condition, and repair.

8.4.2. Tenant shall have the right to remove from the Premises and Improvements all movable trade fixtures, movable equipment, and articles of personal property used or procured for use in connection with the operation of its business on or before the Expiration Date, provided that Tenant shall promptly repair, or cause to be repaired, any damage resulting to the Premises or Improvements by reason of this removal. Any trade fixtures, equipment, or articles of personal property of Tenant that remain at or on the Premises after the Expiration Date shall be deemed to have

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been abandoned by Tenant, and may either be retained by Landlord as its property or disposed of by Landlord without accountability to Tenant for the value of these trade fixtures, equipment, or articles of personal property, or any proceeds derived from the sale of these items.

9. **Condition of Premises.**

9.1. Tenant's Acceptance and Maintenance of Premises. UPON TENANT'S OCCUPANCY OF THE PREMISES, TENANT WILL BE DEEMED TO HAVE ACCEPTED THE PREMISES IN THE CONDITION THEY ARE IN ON THAT DATE "AS IS" AND WITH NO ADDITIONAL WARRANTIES, EXCEPT AS EXPRESSLY SET FORTH HEREIN. Subject to Landlord's obligations set forth in this Lease, Tenant agrees to maintain the Premises in the same condition, order, and repair as they are on that date, except for reasonable wear and tear arising from the use specified in this Lease.

9.2. Obligations to Repair.

9.2.1. Tenant shall, at its own expense and risk, maintain the Premises and all Improvements in good repair and condition at all times, including, without limitation, the interior and exterior of the Premises and Improvements, the roof, exterior walls and air-conditioning system. Tenant shall keep the Premises and Improvements in a clean, sanitary and safe condition at all times. The plumbing and other facilities shall not be used for any other purposes than that, for which they were constructed, and no foreign substances of any kind shall be deposited in the plumbing or other facilities, and the expense of any breakage, stoppage or damage resulting from the violation of this provision by Tenant shall be borne by the Tenant. In the event Landlord incurs any expense for repairs or maintenance that are the duty of Tenant to perform, Landlord may demand repayment of same from Tenant, and Tenant shall make payment within ten days after the demand as additional rent.

9.2.2. Landlord shall not be liable for any damage or inconvenience that may arise through repair or alterations of any part of the Premises or Improvements.

9.2.3. Tenant shall replace all electric light bulbs and tubes in the electrical fixtures in the Premises or Improvements as shall be necessary.

9.2.4. If Tenant fails to perform its obligations to repair or maintain according to the provisions of the preceding subparagraphs above within a reasonable time after notice from Landlord of the need for such repair or maintenance (or immediately if the failure to perform repairs or maintenance endangers the safety of persons or property), Landlord may, in addition to all other remedies available under this Lease, make the repairs or perform the maintenance, or have the repairs made or maintenance performed at its own expense. Tenant shall, within ten (10) days of Landlord's demand, reimburse Landlord for the reasonable and actual expense of the repair or maintenance.

9.3. Damage to Premises. On the Landlord's demand, the Tenant shall pay for all damages to the Premises, the Improvements, or any portion thereof that are caused by any negligent act or omission of the Tenant, its invitees, or any persons in the Tenant's employ or control.

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9.4. Condition at End of Term. At the earlier of the expiration of the Lease term or the termination of this Lease, the Tenant will quit the Premises and will surrender them to the Landlord. The Tenant will remove all personal and other property that belongs to the Tenant under this Lease and will repair all damages to the Premises or Improvements caused by that removal.

9.5. Landlord Not Responsible. Except for the negligence of Landlord or Landlord's employees, agents or contractors, Landlord shall not be responsible for any damage to property of Tenant or of others located in or about the Premises nor for the loss of or damage to any property of Tenant or of others by theft or misappropriation or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or leaks from any part of the Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatever nature. Landlord shall not be liable for any such damage caused by occupants of adjacent property, occupants of the Improvements, or the public.

10. **Entry and Inspection of Premises.**

10.1. The Landlord is entitled to enter the Premises during all reasonable hours, upon reasonable notice to Tenant for the following reasons:

10.1.1. To provide services, fulfill other obligations or exercise rights hereunder.

10.1.2. To examine the Premises.

10.1.3. To make all repairs, additions, or alterations that the Landlord or agent deems necessary for safety, comfort, or preservation of the Premises or of the building.

10.1.4. To remove signs, fixtures, alterations, or additions that do not conform to this Lease.

10.2. Landlord shall have the right to use any means that Landlord may deem proper to open doors in an emergency situation that is immediately jeopardizing persons or property in order to reasonably obtain entry to the Premises. Tenant waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss in, upon, or arising from Landlord's entry onto the Premises in the event of such an emergency.

10.3. Any entry to the Premises obtained by Landlord for any of the above stated purposes and by any of such means, or otherwise, shall not be construed or deemed a forcible or unlawful entry onto the Premises, or an eviction of Tenant from the Premises or any part of the Premises manner, and during an event of emergency.

10.4. In the event that any personal property of Tenant shall obstruct the access of the Landlord, its officers, employees, agents or contractors or the utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Tenant shall move such property as directed by Landlord or such utility company in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Tenant shall fail to so move such property, after direction notice from the Landlord or such utility company

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to do so, the Landlord or the utility company may move it and Tenant hereby agrees to pay the cost of such moving upon demand. The exercising of this right of the Landlord shall not be construed to be an eviction of Tenant, nor be made the grounds for any abatement of rental.

11. **Insurance, Indemnity.**

11.1. Indemnification.

11.1.1. Tenant shall hold the Landlord harmless from, and indemnify Landlord against, any and all liability, damages, out of pocket costs and reasonable attorneys' fees, injury, actions or causes of action whatsoever:

a. Suffered or occasioned upon the Premises or arising out of the operation, conduct and use of the Premises, except those caused or created by Landlord, or its agent, employees or contractors;

b. For any injury to or death of any person or persons or damage to property caused by the negligence or willful misconduct of Tenant, or its invitees, agents or employees, or by a default by Tenant under this Lease; or

c. Resulting from any generation, use, treatment, storage or release of any hazardous or toxic materials or substances or wastes at the Premises by Tenant or its agents during the Lease term or resulting from any violation during the Lease term of any environmental laws, rules or regulations applicable to the Premises or any operation conducted thereon.

11.1.2. Tenant's grant of indemnity to Landlord hereby survives expiration of this Lease.

11.2. Defense of Landlord. In the event any action or proceeding shall be brought against Landlord by reason of any matter for which Landlord is indemnified hereunder, Tenant shall, upon notice from Landlord, at Tenant's sole cost and expense, resist and defend the same, provided however, that Tenant shall not admit liability in any such matter on behalf of Landlord without the written consent of Landlord and provided further that Landlord shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Tenant which may not be unreasonably withheld.

11.3. Disclaimer of Liability. Landlord shall not be liable for injury or damage occurring to any person or property arising out of this Lease, or as a result of Tenant's possession of the Premises, including, without limitation, harm or personal injury to Tenant or third persons during Tenant's possession of the Premises or the term of this Lease, except in the event any such injury or damage is caused as the direct result of Landlord's negligence or willful misconduct.

11.4. Notice, Cooperation, and Expenses.

11.4.1. Landlord shall give Tenant prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent Landlord from cooperating with Tenant and participating in the defense of any litigation by

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Landlord's own counsel. Tenant shall pay all reasonable expenses incurred by Landlord in response to any such action, suits, or proceedings. These expenses shall include all out-of-pocket expenses such as reasonable attorney fees and shall also include the reasonable value of any services rendered by Landlord's attorney, and the actual expenses of Landlord's agents, employees, or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions, or proceedings but shall not include attorney's fees for services that are unnecessarily duplicative of services provided Landlord by Tenant.

11.4.2. If Tenant requests Landlord to assist it in such defense then Tenant shall pay all expenses incurred by Landlord in response thereto, including defending itself with regard to any such actions, suits, or proceedings. These expenses shall include all out-of-pocket expenses such as reasonable attorney fees and shall also include the costs of any services rendered by Landlord's attorney, and the actual expenses of Landlord's agents, employees, or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions, or proceedings.

11.4.3. Tenant shall give Landlord prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph.

12. **Insurance.**

12.1. As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Tenant, at the Tenant's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Tenant. The Tenant shall provide the Landlord a certificate of insurance evidencing such coverage. The Tenant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Tenant shall not be interpreted as limiting the Tenant's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the Landlord's Risk Manager.

12.2. The coverages, limits, and endorsements required herein protect the interests of the Landlord, and these coverages, limits, and endorsements may not be relied upon by the Tenant for assessing the extent or determining appropriate types and limits of coverage to protect the Tenant against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the Landlord's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Tenant under this Agreement.

12.3. The following insurance policies and coverages are required:

12.3.1. **Commercial General Liability.**

a. Coverage must be afforded under a Commercial General Liability policy with limits not less than:

1). $2,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury

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2). $2,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

b. Policy must include coverage for Contractual Liability and Independent Contractors.

1). The Landlord and the Landlord's officers, 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 liability arising out of activities performed by or on behalf of the Tenant. The coverage shall contain no special limitation on the scope of protection afforded to the Landlord or the Landlord's officers, employees, and volunteers. If Landlord requires other fixed base operator tenants at Airport to increase their policy limits for the insurance described in this subparagraph, then Tenant agrees to increase its insurance accordingly.

12.3.2. **Pollution and Remediation Legal Liability (Hazardous Materials).**

a. Pollution Liability Coverage. For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials (including fuel handling or storage), the Tenant shall procure and maintain any or all of the following coverage, which will be specifically addressed upon review of exposure.

b. For sudden and gradual occurrences and in an amount not less than $1,000,000 per claim arising out of this Agreement, including but not limited to, clean-up costs, remediation, and third-party liability.

12.3.3. **Property Coverage**

a. Coverage must be afforded in an amount not less than 100% of the replacement value of the property with a deductible of no more than $25,000 each claim. Coverage form shall include, but not be limited to:

1). All Risk Coverage including Flood and Windstorm with no coinsurance clause.

2). Any separate Flood and/or Windstorm deductibles are subject to approval by the Landlord.

b. This policy shall insure the interests of the Landlord and Tenant in the property against all risk of physical loss and damage and name the Landlord as a loss payee.

c. The Tenant shall, at the Tenant's own expense, take all reasonable precautions to protect the Premises from damage or destruction.

d. All rights of subrogation shall be waived against Landlord under the property coverage policy.

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12.3.4. **Builder's Risk Coverage.**

a. For improvements under construction, coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than $25,000 each claim. Coverage form shall include, but not be limited to:

1). All Risk Coverage including Flood and Windstorm with no coinsurance clause.

2). Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project.

3). Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment.

b. This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage and name the Landlord as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

12.3.5. **Commercial General Liability or Aviation Liability.**

a. Coverage must be afforded under a Commercial General Liability policy with limits not less than:

1). $2,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury

2). $2,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

b. If Landlord requires other fixed base operator tenants at Airport to increase their policy limits for the insurance described in this subparagraph, then Tenant agrees to increase its insurance limits accordingly.

c. Policy must include coverage for Contractual Liability.

d. The Landlord and the Landlord's officers, 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 liability arising out of activities performed by or on behalf of the Tenant. The coverage shall contain no special limitation on the scope of protection afforded to the Landlord or the Landlord's officers, employees, and volunteers.

12.3.6. **Workers' Compensation and Employer's Liability**

a. Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the Landlord must provide Workers' Compensation insurance. Exceptions and exemptions will be

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allowed by the Landlord's Risk Manager, if they are in accordance with Florida Statute.

b. The Tenant waives, and the Tenant shall ensure that the Tenant's insurance carrier waives, all subrogation rights against the Landlord and the Landlord's officers, employees, and volunteers for all losses or damages. The Landlord requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

13. **Deductibles**

13.1. Tenant's deductibles or self-insured retentions shall be disclosed to Landlord and may be disapproved by the latter. They shall be reduced or eliminated at the option or Landlord upon recommendation of Landlord's Risk Management Department. The Tenant is responsible for the amount of any deductible or self-insured retention.

14. **Insurance Requirements**

14.1. These insurance requirements shall not relieve or limit the liability of Tenant. Landlord does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Tenant's interests or liabilities but are merely the minimums. No insurance is provided by Landlord under this Lease to cover Tenant or its contractors or sub-contractors.

14.2. Duplicate Insurance. Insurance required of Tenant or any other insurance of Tenant which covers Landlord shall be considered primary, and insurance or self-insurance of Landlord shall be considered excess, as may be applicable to claims against Landlord which arise out of this Lease.

14.2.1. Insurance Certificate Requirements:

a. The Certificate Holder should read as: City of Ocala
b. The Tenant shall provide the Landlord with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the inception of this agreement.
c. The Tenant shall provide to the Landlord a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
d. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Tenant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
e. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Tenant shall provide the Landlord with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The Landlord reserves the right to suspend the Agreement until this requirement is met.
f. The Certificate of Insurance shall indicate whether coverage is 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.
g. The Landlord shall be included as a Loss Payee on all property and builder's risk policies, where applicable.

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h. The Landlord shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
i. The Landlord shall be granted a Waiver of Subrogation on the Tenant's Workers' Compensation insurance policy.
j. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

14.3. Failure to Provide Insurance. In the event that Tenant shall fail to obtain or maintain in full force and effect any insurance coverage required to be obtained by Tenant under this Agreement, Landlord may procure same from such insurance carriers as Landlord may deem proper, irrespective that a lesser premium for such insurance coverage may have been obtained from another insurance carrier, and Tenant shall pay as additional rent, upon demand of Landlord, any and all premiums, costs, charges and expenses incurred or expended by Landlord in obtaining such insurance. Notwithstanding the foregoing sentence, in the event Landlord shall procure insurance coverage required of Tenant hereunder, Landlord shall in no manner be liable to Tenant for any insufficiency or failure of coverage with regard to such insurance or any loss to Tenant occasioned thereby, and additionally, the procurement of such insurance by Landlord shall not relieve Tenant of its obligations under this Agreement to maintain insurance coverage in the types and amounts herein specified, and Tenant shall nevertheless hold Landlord harmless from any loss or damage incurred or suffered by Landlord from Tenant's failure to maintain such insurance.

14.4. Collection of Insurance. In the event of destruction of or damage to over fifty percent (50%) of any of the Premises or the buildings or other structures covered by insurance and Tenant's election to rebuild the Premises or the buildings or other structures pursuant to the Tenant's option provided in this Lease, the funds payable pursuant to such insurance policies shall be payable to, and deposited in, a commercial national bank as trustee, located in Ocala, Florida, selected by the Landlord, as a trust fund, and the funds shall be used for the purpose of reconstruction or repair, as the case may be, of any of the buildings or other structures so damaged or destroyed. Such reconstruction and repair work shall be done in strict conformity with the ordinances and charter of the Landlord. Should the cost of reconstruction or repair exceed the amount of funds available from the proceeds of such insurance policy then in such event, such funds shall be used as far as the same will permit in paying the cost of the reconstruction or repair. In the event that the cost of such reconstruction or repair work shall be less than the proceeds derived from such insurance policies, the surplus shall be unencumbered by Landlord.

14.5. Safety/Environmental.

14.5.1. Tenant is responsible at all times for precautions to achieve the protection of all persons including employees, and property.

14.5.2. Tenant shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. NFPA, EPA, DEP, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All hazardous material spills, accidents, injuries or claims or potential claims shall be immediately reported promptly to Landlord's Risk Management Department.

14.6. Miscellaneous.

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14.6.1. Tenant shall be responsible for carrying such insurance as Tenant may desire to protect Tenant's own equipment, contents, personal property and other property on the Premises, and business loss insurance.

14.6.2. The Tenant has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the Landlord as an Additional Insured shall be at the Tenant's expense.

14.6.3. Tenant may not perform or fail to do any act with respect to the Premises, may not use or occupy the Premises, and may not conduct or operate the Tenant's business, in any manner that is objectionable to the insurance companies, it causes them to void or suspend any insurance, or that causes them to increase the premiums above the amounts that would usually have been in effect for the occupancy under this Lease. Tenant may not permit or suffer another person to do so with respect to the Premises.

14.6.4. If the Tenant's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Tenant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

14.6.5. The Tenant's insurance coverage shall be primary insurance as applied to the Landlord and the Landlord's officers, employees, and volunteers. Any insurance or self-insurance maintained by the Landlord covering the Landlord, the Landlord's officers, employees, or volunteers shall be non-contributory.

14.6.6. All required insurance policies must be maintained until this Agreement is terminated. Any lapse in coverage may be considered breach of contract. In addition, Tenant must provide to the Landlord confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The Landlord reserves the right to review, at any time, coverage forms and limits of Tenant's insurance policies.

14.6.7. The Tenant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Tenant's insurance company or companies and the Landlord's Risk Management office, as soon as practical.

14.6.8. It is the Tenant's responsibility to ensure that any and all of the Tenant's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Tenant. The Landlord reserves the right to adjust insurance limits from time to time at its discretion with notice to Tenant.

15. **Liens and Mortgages on Premises.**

15.1. Construction Liens Incurred by Tenant. The Tenant shall not subject the Landlord's interest or estate to any liability under any construction or other lien law. No provisions of this Lease may be construed as to imply that the Landlord has consented to the Tenant

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incurring such a lien. If any construction lien, lis pendens, or other lien is filed against the Premises or the building for any work, labor, services, or materials that a lienor claims to have performed or furnished for the Tenant or any person holding through or under the Tenant, the Tenant must cause that lien to be canceled and discharged of record within twenty days after the Landlord gives notice to the Tenant. If such a lien is filed, the Landlord may satisfy the lien after giving notice to the Tenant as provided in this paragraph and without limiting the Landlord's rights or remedies under this Lease. The Tenant shall promptly reimburse the Landlord for any amounts expended to satisfy the lien and for any expenses incurred in connection with that satisfaction. The Tenant has no right of setoff against the Landlord. The Tenant's failure to cancel and discharge of record any lien under to this paragraph within one hundred twenty (120) days is a default by the Tenant under the provisions of this Lease.

15.2. Leasehold Mortgages Permitted.

15.2.1. Landlord acknowledges and agrees that Tenant shall have the right to finance its interest in this Lease including, without limitation, the cost of constructing the Improvements. Landlord agrees that notwithstanding any other provision of this Lease, either express or implied, to the contrary, such financing may be in the form of a mortgage, including, in connection therewith, a collateral assignment of this Lease, or other forms of financing utilized by Tenant from time to time (collectively, "Leasehold Mortgage"). Any such leasehold financing shall be subordinate to this Lease and shall not allow the holder of the Leasehold Mortgage ("Leasehold Mortgagee") to eliminate or damage Landlord's reversionary interest in the Improvements.

15.2.2. After the recording of any Leasehold Mortgage made by Tenant, notwithstanding anything to the contrary contained in this Lease, so long as such Leasehold Mortgage is a lien on the leasehold estate of Tenant hereunder and Landlord has actually received from such Leasehold Mortgagee or from the Tenant written notice of the Leasehold Mortgage together with the identity of and the address of the Leasehold Mortgagee, Landlord and Tenant agree as follows:

a. If Tenant or any mortgagee under a Leasehold Mortgage ("Leasehold Mortgagee") has delivered to Landlord prior written notice of the address of such Leasehold Mortgagee, Landlord shall deliver to such Leasehold Mortgagee a copy of any notice given under this Lease in the same manner and at the same time such notice is delivered by Landlord to Tenant. Landlord agrees that no notice of default, termination of this Lease or termination of Tenant's right to possession of the Premises, and no reletting of the Premises by Landlord predicated on the giving of any such notice, shall be effective unless Landlord gives the Leasehold Mortgagee written notice (or a copy of the notice given to Tenant) of the default termination or re-entry, as the case may be, and the Leasehold Mortgagee shall have the rights set forth in this subparagraph, with regard thereto.

b. In the event of a default by Tenant under this Lease, the Leasehold Mortgagee shall have the same periods to cure a default following Leasehold Mortgagee's receipt of written notice as are provided to Tenant in paragraph 18.1 of this Lease (the "Cure Period"). If Tenant defaults under any provision of this Lease, the Leasehold Mortgagee, without prejudice to its rights against

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Tenant, shall have the right to cure such default within the Cure Period whether the same consists of the failure to pay rent or the failure to perform any other obligation on Tenant's part to be performed under this Lease. Landlord shall accept performance by the Leasehold Mortgagee as though the same had been performed by Tenant and, for such purpose, Landlord and Tenant hereby authorize the Leasehold Mortgagee to enter upon the Premises and to perform any of Tenant's obligations under this Lease, provided that the Leasehold Mortgagee shall indemnify and hold Landlord harmless from all claims and liabilities arising out of such action, including attorneys' fees. In the event of any default under this Lease, Landlord shall not terminate this Lease, or take any action to affect a termination of this Lease, or re-enter, take possession of or relet the Premises or similarly enforce performance of this Lease in any manner, provided that within the Cure Period the Leasehold Mortgagee cures such default.

15.2.3. Any Leasehold Mortgagee shall be liable for performance of the obligations of Tenant under this Lease only during the period that Leasehold Mortgagee is actually in possession of the Premises or has actual ownership of the leasehold estate created hereunder. Landlord acknowledges and agrees that any third-party purchaser at a foreclosure sale, or any third party purchaser of the leasehold interest hereunder from the Leasehold Mortgagee after the Leasehold Mortgagee's acquisition thereof, shall have the right to encumber its leasehold interest with a Leasehold Mortgage, and the mortgagee thereunder shall have all of the rights of a Leasehold Mortgagee set forth in this subparagraph. The provisions of this subparagraph are for the benefit of and shall be enforceable by any Leasehold Mortgagee.

15.2.4. There shall be no merger of this Lease or any interest in this Lease or of the leasehold estate hereby created with the fee estate in the Premises by reason of the fact that this Lease or any interest hereunder may be directly or indirectly held by or for the account of any person who holds, directly or indirectly, the fee estate in the Premises or any interest in the fee estate. Except in the case of a surrender on the expiration of the Term of this Lease, no surrender by Tenant of the Premises or this Lease, or any interest therein, shall be valid or effective without the prior written consent of the Leasehold Mortgagee; provided, however, that the foregoing shall not be deemed to limit Landlord's right to terminate this Lease pursuant to the provisions of paragraph 18.2 below (subject to the provisions of paragraph 18.1) or any other provision of this Lease or Landlord's rights at law or in equity. No termination or rejection of this Lease by Tenant, including, without limitation, a rejection of this Lease in any bankruptcy proceeding, shall be valid or effective without the prior written consent of the Leasehold Mortgagee, which consent shall not be unreasonably withheld, delayed, or conditioned. Landlord acknowledges and agrees that the Leasehold Mortgagee shall not be bound by any material amendment, modification, or change made to any provision of this Lease without the prior written consent of the Leasehold Mortgagee, which consent shall not be unreasonably withheld, delayed, or conditioned.

15.2.5. Landlord agrees that the Leasehold Mortgage (or an ancillary instrument made by Tenant in connection therewith) may include an assignment to the Leasehold Mortgagee of the rents from any sublease of the Premises, provided that Tenant

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shall have the right to collect any such rents so long as no default has occurred under the Leasehold Mortgage.

15.3. Upon execution of this Lease, Tenant shall simultaneously execute, acknowledge and deliver without charge a memorandum of lease substantially similar to the instrument attached hereto as **Exhibit B** ("Memorandum of Lease"), containing a confirmation that the interest of Landlord shall not be subject to liens as set forth herein. The Memorandum of Lease is hereby incorporated into this Lease as if fully set forth herein.

16. **Assignments and Sublets.**

16.1. Permissible Assignments and Sublets.

16.1.1. The Tenant may not assign this Lease, nor license or grant any concession for the use of the Premises, to another person without obtaining the Landlord's prior written consent, which shall not be unreasonably withheld.

16.1.2. Tenant may, however, sublease portions of the Premises to other persons without obtaining Landlord's prior written consent, provided that such sublease is subject, in all regards, to the provisions of this Lease. In no event, however, may Tenant sublease all or any portion of the Premises to a fixed base operator to sell fuel. If the Premises are sublet:

a. Each subtenant shall provide liability insurance consistent with the provisions of paragraph 11.4.3 of this Lease.

b. In the event that the Tenant is in default, Landlord may collect from any subtenant, or any other person or entity occupying the Premises, the rent, charges, or fees payable by such subtenant, person or entity, and may apply the net amount collected to the rent owed by Tenant hereunder. Nothing set forth herein shall obligate Landlord to do so, however.

16.2. Continued Liability of Tenant. If the Tenant makes any assignment, sublease, license, or grant of a concession, the Tenant will nevertheless remain unconditionally liable for the performance and financial obligations of all of the terms, conditions, and covenants of this Lease.

16.3. Landlord's Right to Collect Rent From Any Occupant. If the Tenant is in default on any payments under this Lease and any other person is subletting or occupying the Premises, or if the Tenant assigns this Lease, the Landlord may collect rent from the assignee, subtenant, or occupant. The Landlord may apply the net amount collected to the rent required under this Lease. The Landlord's collection of the rent does not waive the covenant against assignment and subletting under this Lease nor does it constitute the Landlord's acceptance of the assignee, subtenant, or occupant as a Tenant, nor the Landlord's waiver of the Tenant's further performance of the covenants contained in this Lease.

17. **Airport Specific Provisions.**

17.1. Specific Airport Regulations.

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17.1.1. Tenant acknowledges that, as part of the Airport, this Lease, and the use of the Premises, shall be governed by specific Federal, State and local rules, laws and regulations including, without limitations, the following:

a. The Airport Rules and Regulations, a copy of which has been provided to Tenant, and any subsequent amendments thereto or revisions thereof.

b. The Airport Minimum Standards, a copy of which has been provided to Tenant, and any subsequent amendments thereto or revisions thereof.

17.1.2. Tenant shall, at all times, comply with all such laws, regulations, rules and policies.

17.1.3. Landlord shall have the right to deny access to the Airport to any person or entity that fails or refuses to obey and comply with such laws, regulations, rules and policies.

17.2. Nondiscrimination.

17.2.1. Tenant for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of such facilities, (2) in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21 Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended.

17.2.2. In the event of breach of any of the above nondiscrimination covenants, shall have, in addition to all remedies available hereunder or at law or equity, the right to terminate the lease and to re-enter and as if such lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

17.2.3. Further, Landlord reserves the right to take whatever action it may be entitled to by law or equity to take in order to enforce this paragraph. This provision is to be considered as a covenant on the part of Tenant, a breach of which continuing after notice by Landlord to cease and desist will constitute a material breach of this Agreement and will entitle Landlord, at its option, to exercise its right of termination as provided for herein or take any action that it deems necessary to enforce compliance herewith.

17.2.4. Tenant shall include the foregoing provisions in every agreement or concession pursuant to which any person or persons, other than Tenant, operates any facility at the Premises providing service to the public and shall include thereon a provision

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granting Landlord a right to take such action as the United States may direct to enforce such covenant.

17.2.5. Tenant shall indemnify and hold harmless Landlord from any claims and demands of third persons including the United States of America resulting from Tenant's noncompliance with any of the provisions of this paragraph and Tenant shall reimburse Landlord for any loss or expense incurred by reason of such noncompliance.

17.3. Governmental Requirements.

17.3.1. Tenant shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over Tenant's operations at the Premises which may be necessary for Tenant's operations.

17.3.2. Without waiving any right to protect any assessment or to claim any exception to which Tenant may be entitled by law, Tenant shall pay taxes, license, certification, permit and examination fees and excise taxes which may be assessed, levied, exacted or imposed on the Premises, leasehold interest or operations hereunder or on the gross receipts or income to Tenant therefrom and shall make all applications, reports, and returns required in connection therewith.

17.3.3. It shall be a condition of this Lease:

a. That Landlord reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in such airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the such airspace, and for use of such airspace for landing on, taking off from or operating on the Airport.

b. That Tenant expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

c. That Tenant expressly agrees for itself, its successors, and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

17.3.4. Landlord does not hereby grant any exclusive rights at the Airport to Tenant or any greater rights or privileges with respect to the use of the Premises than are expressly granted hereunder.

18. **Default by Tenant.**

18.1. Events of Default. Upon the happening of one or more of the events set forth below (any of which is referred to hereinafter as an "Event of Default"), and subject to notice to any Leasehold Mortgagee, Landlord shall have any and all rights and remedies hereinafter set forth:

SAMPLE CONTRACT

18.1.1. If Tenant should fail to pay rent when it becomes due and such failure continues for ten (10) days after Landlord provides Tenant with written notice of such failure.

18.1.2. If Tenant should fail to pay rent within ten (10) days of when it becomes due more than three (3) times during any of twelve (12) consecutive months (notwithstanding Landlord's acceptance of rent from Tenant) and without the necessity of Landlord providing Tenant with written notice or opportunity to cure.

18.1.3. If Tenant does not commence construction of the hangar as described paragraph 4.1.1 within six (6) months of the Effective Date and without the necessity of Landlord providing Tenant with written notice or opportunity to cure.

18.1.4. If Tenant violates any other material term, condition or covenant herein on the part of Tenant to be performed and such failure continues for fifteen (15) days after Landlord provides Tenant with written notice of such failure; provided, however, if the default is one which cannot be cured within such time period, Tenant will have such additional time as maybe required so long as Tenant diligently pursues the remedy. Notwithstanding the foregoing:

a. If Tenant has previously defaulted under a material term, condition or covenant of this Lease and is provided with notice of and an opportunity to clear such breach, any subsequent breach of the same term, condition, or covenant shall constitute a breach of this Agreement without further notice or opportunity to cure; or

18.1.5. In the event a petition in bankruptcy under any present or future bankruptcy laws (including but not limited to reorganization proceedings) be filed by or against the Tenant and such petition is not dismissed within thirty (30) days from the filing thereof, or in the event Tenant is adjudged a bankrupt;

18.1.6. In the event an assignment for the benefit of creditors is made by Tenant; or

18.1.7. In the event of an appointment by any court of a receiver or other court officer of Tenant's property and such receivership is not dismissed within thirty (30) days from such appointment.

18.2. Landlord's Remedies.

18.2.1. If any Event of Default occurs, Landlord shall have the right, at the option of Landlord, to pursue one or more of the following remedies, in addition to all other remedies available at law or equity:

a. Terminate this Lease and thereupon reenter and take possession of the Premises with or without legal process.

b. Declare all remaining rent under the Lease immediately due and owing.

c. Without terminating this Lease, reenter and relet the Premises, or any part thereof, with or without legal process, for the account of Tenant upon such

SAMPLE CONTRACT

terms and conditions as Landlord may deem advisable or satisfactory, in which event the rents received on such reletting shall be applied:

1). First, to the expenses of such reletting and collection including but not limited to, necessary renovation and alterations of the Premises, reasonable attorney's fees, any real estate commissions paid;

2). Second, toward payment of all sums due or to become due Landlord hereunder; and

3). Third, if a sufficient sum shall not be thus realized or secured to pay such sums and other charges due Landlord, then, Tenant shall pay Landlord any deficiency monthly, and Landlord may bring an action therefor as such monthly deficiency shall arise.

4). Nothing herein, however, shall be construed to require Landlord to reenter and relet in any event. Landlord shall not, in any event, be required to pay Tenant any surplus of any sums received by Landlord on a reletting of the Premises in excess of the rent provided in this Lease.

d. Remove all or any part of the Tenant's property from the Premises and any property removed may be stored in any public warehouse or elsewhere at the cost of, and for the account of Tenant, and Landlord shall not be responsible for the care or safekeeping thereof whether in transport, storage or otherwise. Tenant hereby waives any claim against Landlord for loss, destruction and/or damage or injury that may be occasioned by any of the previously mentioned acts. In addition to any statutory lien granted to Landlord, this Lease shall be deemed and considered to grant Landlord a security interest in the previously mentioned items and Landlord shall have all the rights of a secured party under the Uniform Commercial Code.

18.2.2. No reentry or taking possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. Notwithstanding any such reletting without termination, Landlord may at all times thereafter elect to terminate this Lease for such previous default. Any such reentry shall be allowed by Tenant without hindrance, and Landlord shall not be liable in damages for any such reentry, or guilty of trespass or forcible entry.

18.3. Landlord May Cure Tenant's Defaults. If Tenant shall default in the performing of any covenant or condition of this Lease, Landlord may, at its sole discretion, perform the same for the account of Tenant and Tenant shall reimburse Landlord for any expense incurred therefore together with interest thereon at the highest legal rate. This provision imposes no duty on Landlord nor waives any right of Landlord otherwise provided in this Lease.

19. **Default by Landlord.**

19.1. Landlord's Default. Landlord will be deemed in default or this Lease if Landlord fails to perform or observe any agreement or condition of this Lease on its part to be performed or observed and if such failure continues for thirty days after Tenant provides Landlord with written notice of such failure. If the default is one that cannot be cured within thirty days,

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Landlord will have such additional time as may be required so long as Landlord diligently pursues the remedy.

19.2. Remedies upon Landlord's Default. If Landlord defaults in the performance of any of the obligations or conditions required to be performed by Landlord under this Lease, Tenant may, after giving notice as provided above, either cure the default and deduct the cost thereof from rent subsequently becoming due hereunder or elect to terminate this Lease. In that event, this Lease shall terminate upon the date specified in the notice, unless Landlord has meanwhile cured the default to the satisfaction of Tenant.

20. **Destruction or Damage to Premises from Casualty.**

20.1. Destruction or Fifty Percent Damage. In the event that the Improvements are completely destroyed, or are damaged in excess of fifty percent, due to any cause whatsoever, Tenant shall:

20.1.1. At its own expense repair, restore, or replace the destroyed property if Tenant deems it practical or advisable to do so, and this Lease shall continue in full force and effect; or

20.1.2. If Tenant deems it impractical or inadvisable to repair, restore, or replace the destroyed property, this Lease shall terminate on sixty days' written notice to Landlord.

20.2. Damage Less Than Fifty Percent. In the event that damage to the Improvements due to any cause whatsoever is not in excess of fifty percent, Tenant shall at its own expense repair, restore, or replace the damaged Improvements with due diligence, and this Lease shall continue in full force and effect.

20.3. Definitions. The phrase "completely destroyed" shall be construed to mean the destruction of the safe, tenantable use or occupancy of all Improvements under this Lease. The phrase "damaged in excess of fifty percent" shall be construed to mean any damage to the Improvements that will require an expenditure in excess of fifty percent of the market value (immediately prior to the damage) of the Improvements to accomplish required repairs, restoration, or replacement.

21. **Quiet Enjoyment.** The Landlord covenants that so long as the Tenant pays the rent and additional rent and performs the covenants under this Lease, the Tenant is entitled to peaceful and quiet possession and enjoyment of the Premises for the Lease term, subject to the Lease provisions.

22. **Premises Subject to Agreements.** This Lease and the Premises are subject to all present agreements between Landlord, on the one hand, and the Federal Aviation Administration DOT, on the other hand, matters of record, and zoning and building laws, ordinances, regulations, and codes affecting or governing the Premises, or that may affect and govern the Premises after the execution of this Lease, and all matters that may be disclosed by inspection or survey.

23. **Estoppel Certificates.** Landlord or Tenant shall have the right to request the other party to provide an estoppel certificate, as described below, without charge, fifteen days after the requesting party sends a written notice. This estoppel certificate shall consist of a written statement certifying the following information to the requesting party or to any person specified by that party:

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23.1. That this Lease is unmodified and in full force and effect; or, if there have been any modifications in this Lease, that this Lease is in full force and effect as modified, specifying the nature of each modification.

23.2. The dates through which the rent and other charges payable under this Lease have been paid.

23.3. Whether the other party to this Lease is in default in the performance or observance of any covenant, agreement, condition, term, or provision contained in this Lease, to the best knowledge of the certifying party, and, if so, specifying the nature of each default the certifying party has knowledge of.

23.4. Any other information with respect to this Lease and the Premises that the requesting party shall reasonably request.

24. **Miscellaneous Provisions.**

24.1. Accord and Satisfaction. If the Tenant pays or the Landlord receives any amount that is less than the amount stipulated to be paid under any Lease provision, that payment is considered to be made only on account of an earlier payment of that stipulated amount. No endorsement or statement on any check or letter may be deemed an accord and satisfaction. The Landlord may accept any check or payment without prejudice to the Landlord's right to recover the balance due or to pursue any other available remedy.

24.2. RADON GAS. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

24.3. Broker Representation. Each party covenants to and represents to the other that neither party has dealt with any real estate broker, salesperson or agent in this Agreement and each party hereby agrees to indemnify and hold harmless the other from and against any real estate brokers claiming by, through or under them.

24.4. Entity Tenant. If Tenant purports to be is a corporation or other entity, the persons executing this Lease on behalf of Tenant hereby covenant, represent and warrant that Tenant is a duly incorporated or formed, or duly qualified (if foreign) corporation or entity and is authorized to do business in the State where the Premises is located (a copy of evidence thereof to be supplied to Landlord upon request); and that the person executing this Lease on behalf of Tenant is duly authorized to execute, acknowledge, and deliver this Lease to Landlord.

24.5. Enforcement. All of the terms and provisions of this agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, heirs, estates, successors and permitted assigns.

24.6. Exclusive Venue. The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or

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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, shall be in Marion County, Florida.

24.7. JURY WAIVER. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, 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. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

24.8. Notices.

24.8.1. All notices, requests, consents and other communications (each a "Communication") required or permitted under this Agreement shall be in writing (including emailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as set forth below each party's signature line, addresses as any party may designate by Communication complying with the terms of this paragraph.

24.8.2. Each such Communication shall be deemed delivered:

a. On the date of delivered if by personal delivery;

b. On the date of email transmission if by email (subject to paragraph 24.8.5); and

c. If the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused.

d. Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday, or legal holiday.

24.8.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.

SAMPLE CONTRACT

24.8.4. If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.

24.8.5. Concerning Communications sent by email:

a. The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received;

b. If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns;

c. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.

d. The sender must print the email to establish that it was sent (though it need not do so at the time the email was sent); and

e. The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.

24.9. Governing Laws. This agreement and all transactions contemplated by this agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws.

23.0. Attorney's Fees. If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) 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; or is brought for the enforcement of this agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

23.1. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

23.2. Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

23.3. Severability Clause. Provisions contained in this agreement that are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.

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23.4. Waiver.

23.4.1. A failure to assert any rights or remedies available to a party under the terms of this agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.

23.4.2. No payment by Tenant or receipt by Landlord or its agents of a lesser amount than the rent and other charges stipulated in this Lease shall be deemed to be other than a payment on account thereof, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord or its agents may accept such check or payment without prejudice to Landlord's right to recover the balance of the amount due or to pursue any other remedy provided in this Lease or by applicable Law.

23.5. Entire Understanding. This agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations (if any) made by and between the parties. The provisions of this agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver, or modification is sought.

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SIGNATURES START ON NEXT PAGE

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IN WITNESS WHEREOF, the parties have executed this Lease on the dates set forth below.

LANDLORD

City of Ocala, a Florida municipal corporation

By: _____
_____
City Council President

_____
Witness

_____
Print Witness Name

_____
Witness

_____
Print Witness Name

Address for notices:

City of Ocala
Attention: Airport Director
1770 SW 60th Avenue, Ste 600
Ocala, Florida 34474
Email: mgrow@ocalafl.gov

ATTEST:

_____
Angel Jacobs
City Clerk

APPROVED AS FORM AND LEGALITY:

_____
William E. Sexton
City Attorney

SAMPLE CONTRACT

TENANT

_____

_____

By: _____

_____
Witness

_____
Print Witness Name

_____
Witness

_____
Print Witness Name

SAMPLE CONTRACT

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EXHIBIT A
PROPERTY

SAMPLE CONTRACT

EXHIBIT B
FORM MEMORANDUM OF LEASE

See attached.

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This Instrument Prepared by and Return To:
Robert W. Batsel, Jr.
Gilligan, Gooding, Batsel, Anderson & Phelan, P.A.
1531 SE 36th Avenue
Ocala, FL 34471

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE dated _____, 20__, by and between: City of Ocala, a Florida municipal corporation ("Landlord"); and _____, a _____ ("Tenant").

WHEREAS:

A. Landlord and Tenant have entered into a "Ground Lease at Airport" (the "Lease") concerning the real property described in the attached **Exhibit A**, together with all improvements thereon and appurtenances thereto (collectively the "Property")

B. Pursuant to the Lease, Tenant is permitted to construct structures, buildings, and other improvements, finance such construction, and grant a leasehold mortgage as security in connection therewith, subject to Landlord's interest (including its reversionary interest in the improvements) and certain limitations set forth therein.

C. Landlord and Tenant desire to publicly evidence the existence of the Lease and certain rights and obligations of Landlord and Tenant pursuant to the terms thereof.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Landlord and Tenant did on _____, 20__, enter into the Lease concerning Tenant's possession and use of the Property.

2. The term of the Lease is thirty (30) years. Tenant has the right to renew the term of the Lease for two (2) additional terms of ten (10) years each.

3. The estate of the Landlord and each and every interest of the Landlord in the Property and the Lease shall in no manner be subject to lien, claim, demand or imposition under the Construction Lien Laws of the State of Florida, or otherwise, for any improvements, labor, materials or services (collectively "Improvements") furnished to, or rendered at or upon, the Premises by or at the request of the Tenant, whether or not Landlord shall have consented to same, it being acknowledged that any and all of such Improvements are for the sole and exclusive benefit of the Tenant. This provision is herein set forth pursuant to Section 713.10, Florida Statutes.

4. Pursuant to the Lease, Tenant has the right to finance its interest in the Lease including, without limitation, the cost of constructing the Improvements (as defined in the Lease). Such financing may be in the form of a mortgage, including, in connection therewith, a collateral assignment of the Lease, or other forms of financing utilized by Tenant from time to time (collectively, "Leasehold Mortgage"). Any such leasehold financing shall be subordinate to the Lease and shall not allow the holder of the

SAMPLE CONTRACT

Leasehold Mortgage ("Leasehold Mortgagee") to eliminate or damage Landlord's reversionary interest in the Improvements.

5. Nothing herein contained shall be deemed to modify, limit, or in any way abridge or amend any term or condition of the Lease, reference to which, and each and every of the provisions thereof, is hereby expressly made.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

LANDLORD

City of Ocala, a Florida municipal corporation

_____
Witness

_____
Print Witness Name

_____
_____.
City Council President

_____
Witness

_____
Print Witness Name

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS acknowledged before me this ____ day of _____, 20___, by Peter Lee as City Manager of the City of Ocala.

_____
Notary Public, State of _____
Name: _____
(Please print or type)

Commission Number:
Commission Expires:

Notary: Check one of the following:
☐ Personally known OR ☐ Produced Identification (if this box is checked, fill in blanks below).

Type of Identification Produced: _____
_____

SAMPLE CONTRACT

TENANT

_____

_____
_____

_____
Witness

_____
Print Witness Name

_____
Witness

_____
Print Witness Name

STATE OF FLORIDA
COUNTY OF MARION

THE FOREGOING INSTRUMENT WAS acknowledged before me this ____ day of _____, 20__, by _____, a Florida limited liability company, on behalf of the _____.

_____
Notary Public, State of Florida
Name: _____
(Please print or type)

Commission Number:
Commission Expires:

Notary: Check one of the following:
☐ Personally known OR ☐ Produced Identification (if this box is checked, fill in blanks below).

Type of Identification Produced: _____
_____

SAMPLE CONTRACT

1. **Financial Review.**

1.1. Financial Reviews and Information.

1.1.1. As and when required, Developer shall request the Financial Review Committee to conduct its financial review (the "Financial Review") of the Project and shall submit to the Financial Review Committee information (the "Financial Information") confirming the financial ability of Developer and the Developer Principals to develop the Project.

1.1.2. Unless modified pursuant to paragraph 1.1.3.1, the Financial Information shall include the following:

1.1.2.1. Information concerning the Developer Principals including prior development experience, current or ongoing development of Projects similar to the Project in which the Developer Principals or the Real Estate Firm are or have been involved, and credit bureau reports for each Developer Principal.

1.1.2.2. The last two (2) years' federal corporate income tax returns of the Developer Principals and of Developer (if Developer was required to file such tax returns).

1.1.2.3. Financial statements of Developer and each Developer Principal accurately representing their financial condition as of a date that is no less than six months prior to the date of delivery of the financial statements.

1.1.2.4. A complete pro forma and cash flow projection on the Project, including all assumptions.

1.1.2.5. Feasibility study of the Project.

1.1.2.6. Estimates of Construction Costs for the Project provided by a licensed general contractor to be used for the Project (or for Phase 1 if the Project is built in Phases) and copies of the construction contract with such contractor.

1.1.2.7. A loan commitment or other documentation establishing that Developer or the Developer Principals have sufficient financing or resources in place to develop the Project (or for Phase 1 if the Project is built in Phases).

1.1.2.8. Proof that Developer has the Equity Investment if required.

1.1.3. In connection with the Financial Review:

1.1.3.1. Developer or the Financial Review Committee may request City to permit the types of Financial Information described in paragraph 1.1.2 be modified based upon the following factors: whether the Financial

Information is subject to the Florida Public Records Act (notwithstanding paragraph 1.3.3); and such other matters as otherwise render the provision of the Financial Information described in paragraph 1.1.2 inappropriate and unnecessary. In considering the information to be provided, City shall consider, not only the matters asserted by the requesting party, but also City's reasonable necessity to assure that Developer and the Developer Principals have the financial ability to develop the Project.

1.1.3.2. City and Developer shall request that no person serve on the Financial Review Committee who is employed by, or represents, a financial institution: (a) if a Developer Principal owns stock in such financial institution; (b) if a Developer Principal serves on the Board of Directors of such financial institution; or (c) if the financial institution has a business relationship with a Developer Principal that would create an appearance of impropriety if such person were to serve on the Financial Review Committee.

1.1.3.3. The Financial Review Committee shall review the Financial Information submitted and make a report to City Council concerning its findings as to whether Developer and the Developer Principals have the financial ability to develop the Project.

1.1.4. As of the Effective Date, City anticipates that the Financial Review Committee shall consist of at least three persons selected in writing by the Ocala/Marion County Chamber of Commerce, Inc., a Florida not for profit corporation ("CEP"), or selected by one or more persons selected by the CEP: whose primary offices are in Marion County; who are employed by banks or similar financial institutions with offices in Marion County; who are experienced in commercial lending; and who are willing to serve on the Financial Review Committee for no compensation. In the event that the CEP is unable or unwilling to select such persons, City shall select persons meeting the foregoing qualifications in its sole discretion. Although the CEP has a role in selecting the members of the Financial Review Committee, the Financial Review Committee is not a committee of, nor under the control of, the CEP and shall perform its duties hereunder without any direction from CEP.

1.2. Council Determination. Conveyance of incentives shall be subject to City Council's determination that Developer and the Developer Principals have the financial ability to develop the Project, and that the Developer Principals or the Real Estate Firm has the experience to develop and market the Project, based upon any report of the Financial Review Committee and other information available to City Council.

1.3. Relationship Between City and Financial Review Committee. The relationship between City and the Financial Review Committee is as follows:

1.3.1. The Financial Review Committee is not, and will not be, a department, division, bureau, commission or other separate unit of government created or established by, City.

1.3.2. The Financial Review Committee was not created by law or ordinance of City or any other public agency.

1.3.3. Although City anticipates that the Financial Review Committee will provide a report to City as set forth in paragraph 1.1.3.3, City has not entered into a contract with the Financial Review Committee concerning such report or other activities of the Financial Review Committee hereunder.

1.3.4. Therefore, in light of the foregoing, City and Developer believe and intend that all documents or other information provided by or on behalf of Developer to the Financial Review Committee shall be kept confidential by the Financial Review Committee and are not subject to the Florida Public Records Act. Nothing set forth herein shall preclude the disclosure of such documents or other information: (a) in any litigation involving City or Developer in which the such documents or other information is relevant, but the parties shall endeavor to protect such documents or other information from disclosure pursuant to available procedures under Florida law (including requesting that such documents or other information be sealed, if appropriate); or (b) pursuant to a subpoena or court order. Except in connection with any such use, City shall not request the Financial Review Committee to provide the information or documents to City. Further, City and Developer acknowledge that the Financial Review Committee may destroy information and documents provided to it by or on behalf of Developer hereunder upon Developer's request and that therefore it may be unable to obtain such information in connection with any permitted use thereof.

AMENDMENT NO. 1 TO HEXAPORT LEASE

THIS AGREEMENT is entered into effective August 27, 2010 between: City of Ocala, a Florida municipal corporation ("City" or "Landlord"); and Ocala Hex-A-Port, Inc. (Tenant").

WITNESSETH

WHEREAS:

A. City and Tenant are parties to an Airport Land Lease (the "Original Lease") dated November 7, 1995.

B. Pursuant to paragraph 10 of the Original Lease, the rent increased to $992.64 per month in January 2009.

C. Tenant has requested that the premises that are the subject of the Original Lease be reduced in size, and that the Original Lease be otherwise amended as set forth herein.

D. City has agreed to such matters pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the foregoing, and the exchange of the mutual covenants set forth herein, City and Tenant agree as follows:

1. **Recitals.** The recitals contained above are true, correct, and are incorporated herein by reference.

2. **Leased Premises.** The Original Lease is amended to provide that Exhibit A thereto is replaced with the attached Exhibit A. Therefore, the attached Exhibit A now describes the premises that are subject to the Lease.

3. **Deletion of Option to Renew.** Paragraph 9 entitled "OPTION TO RENEW" is deleted in its entirety and the following language is hereby substituted therefor:

> *9. TERM OF LEASE. The term of this Lease shall expire November 6, 2025.*

4. **Rent.** Paragraph 10 entitled "FIXED RENT" is deleted in its entirety and the following language is hereby substituted therefor:.

> 10. *RENT.*
>
> 10.1. *During the remaining term of this Lease, Tenant shall pay rent as stated in Exhibit B. Such rent is calculated as follows:*
>
> *10.1.1. Commencing on August 1, 2010, and continuing through December 1, 2010, Tenant shall pay monthly rent of Eight Hundred Twenty-Three and 50/100 Dollars ($823.50) per month (based on the per acre rental value of the premises at $12,200.35); and*

10.1.2. Commencing on January 1, 2011, and on each January 1 thereafter, the total monthly rent shall be increased by an amount equal to three (3%) percent of the prior year's monthly rent.

10.2. *The rent is payable without Landlord's demand on the first day of each calendar month during the Lease term. If rent payments commence on a day other than the first day of a calendar month, or terminate on a day other than the last day of a calendar month, the rent will be prorated on a daily basis.*

10.3. *All rent payable under this Lease shall be paid to Landlord without set-off or withholding for any reason and shall be mailed or delivered to Landlord at Landlord's address as set forth elsewhere in this Lease, or such other address of which Landlord shall notify Tenant, so that it is received prior to the date it is due.*

10.4. *In addition to the rent under this paragraph 10, all other payments that the Tenant is obligated to make under this Lease are considered additional rent, regardless of whether the payments are so designated. All additional payments are due and payable at the time the Landlord demands payment or at the time the next succeeding rent installment is due, whichever occurs first. Landlord shall have the same remedies for Tenant's failure to pay additional rent as it does for Tenant's failure to pay monthly installments of rent. All further references to "rent" shall include both monthly installments of rent and additional rent.*

10.5. *At the time rent payments are made, the Tenant agrees to pay to the Landlord all sales and use taxes that arise because of payment of rent to the Landlord.*

5. **Effect on Original Lease.** Except as expressly set forth herein, the Original Lease is not amended or modified. All references in the Original Lease or herein to "this Lease" or "this Agreement" shall be deemed to refer to the Original Lease as amended hereby.

IN WITNESS WHEREOF, the parties have executed this Agreement this 27 day of August, 2010.

Witness

Print Witness Name

Witness

Print Witness Name

ATTEST:

Angel B. Jacobs
City Clerk

Approved as to form and legality

Patrick G. Gilligan
City Attorney

CITY

City of Ocala, a Florida municipal corporation

Reuben Kent Guinn
President, Ocala City Council

Address for notices:

City of Ocala
Attention: Airport Director
750 S.W. 60th Avenue
Ocala, Florida 34474
Fax: (352) 861-2227

TENANT

Hex-A-Port, Inc

By: _____ as STEVEN T POWELL

Address for notices:
2910 SE 3RD CT
OCALA FL 34471

Fax: 352 732 0315

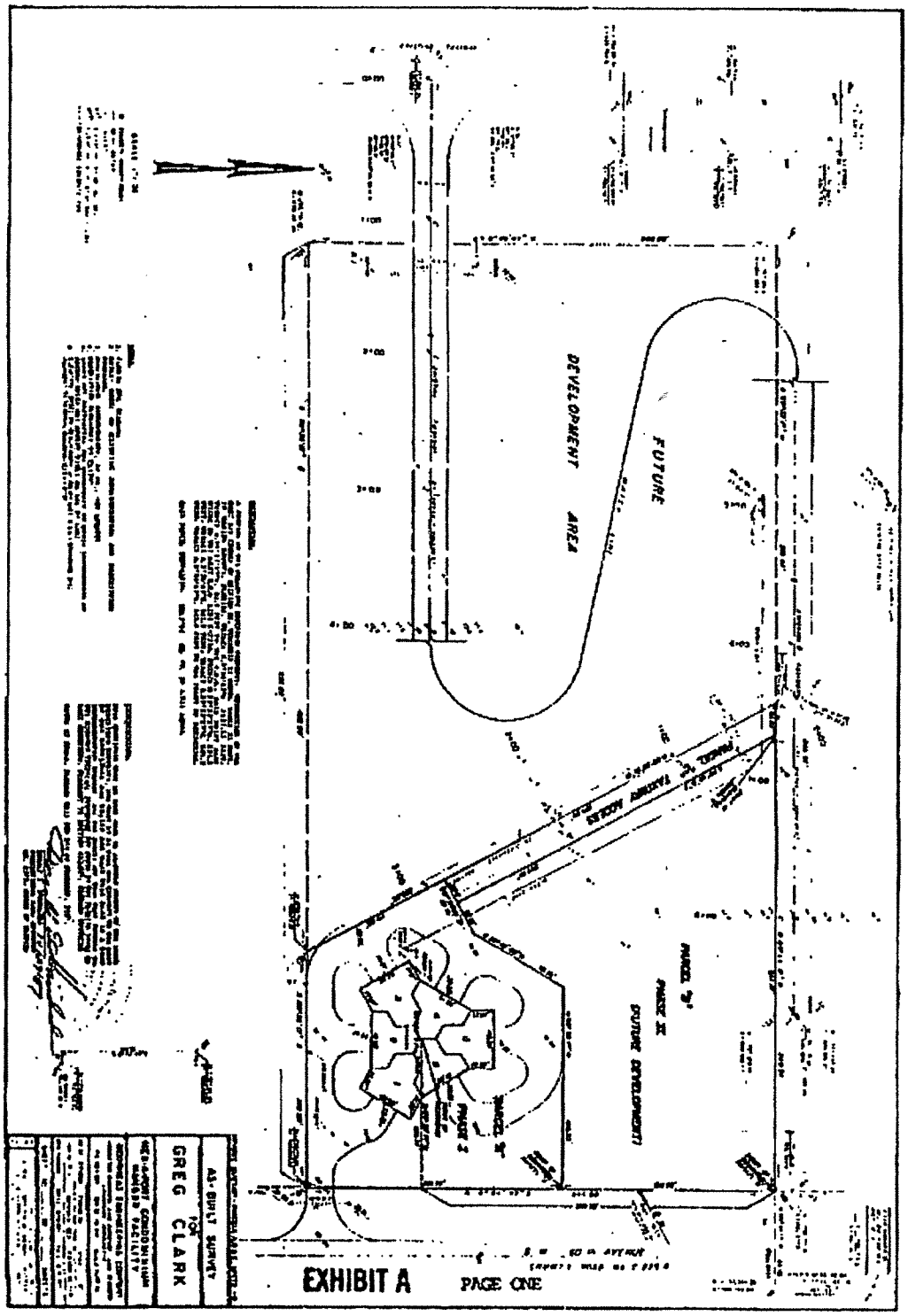
Witness

Print Witness Name

Witness

Print Witness Name

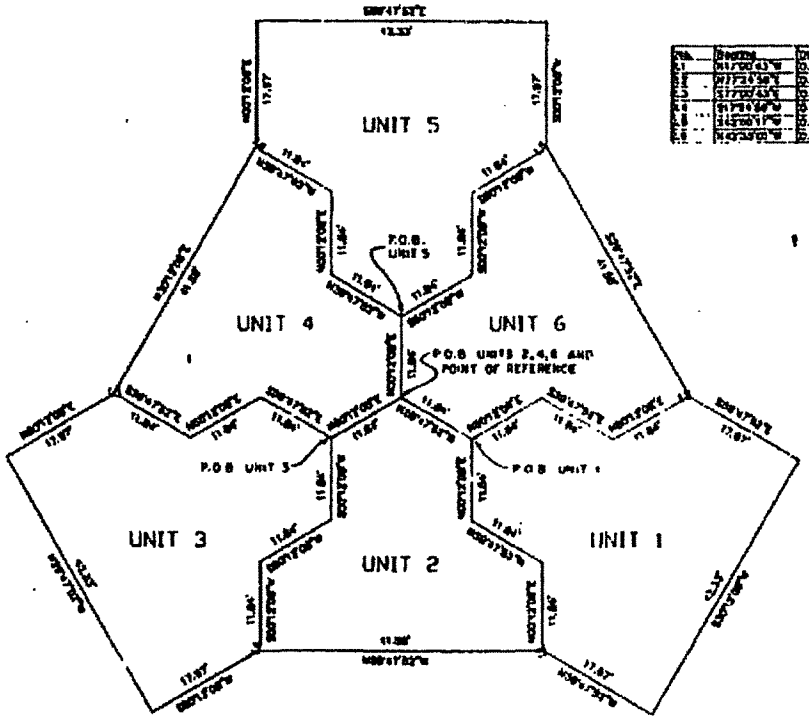
ACCEPTED BY CITY COUNCIL
August 17, 2010
DATE
OFFICE OF THE CITY CLERK


DEVELOPMENT AREA
FUTURE
AS-BUILT SURVEY
FOR
GREG CLARK
EXHIBIT A
PAGE ONE

HEX-A-PORT CONDOMINIUM HANGAR FACILITY

PHASE I

OR 1501 PG 357



SCALE - 1" = 20'

EXHIBIT A

PAGE TWO

MOORHEAD ENGINEERING COMPANY
CONSULTING ENGINEERS LAND SURVEYORS

JOB NO. 87-252 SCALE: 1" = 20'
DRAWN BY S.L.M. APPROVED BY D.E.B. FB 1614 PG 1-10
Date Finished Office 10/27/87 Field 10/1/87

SHEET NO. ____ OF ____ SHEETS

MOORHEAD
ENGINEERING
COMPANY

P.O. BOX 938
305 S.E. FIRST AVENUE
OCALA, FLORIDA 32678-0938
PHONE: (904) 732-4406

CONSULTING ENGINEERS • LAND PLANNERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS

October 21, 1987

DESCRIPTION FOR

HEX-A-PORT AIRCRAFT HANGER FACILITY

UNIT ONE

COMMENCE AT THE N.E. CORNER OF THE S.E. 1/4 OF SECTION 20, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S.00°26'43"W. ALONG THE EAST BOUNDARY OF SAID SECTION 20 A DISTANCE OF 1657.52 FEET; THENCE N.89°33'17"W. 85.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF S.W. 60th AVENUE (COUNTY ROAD C-225-A); THENCE S.00°26'43"W. ALONG SAID WEST RIGHT-OF-WAY LINE 260.52 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE N.89°33'17"W. 106.87 FEET TO A POINT OF REFERENCE, SAID POINT HAVING AN X-COORDINATE OF 429976.0091 AND A Y-COORDINATE OF 1756802.2022; THENCE S.59°47'52"E. 11.84 FEET TO THE POINT OF BEGINNING;

1) THENCE N.60°12'08"E. 11.84 FEET;

2) THENCE S.59°47'52"E. 11.84 FEET;

3) THENCE N.60°12'08"E. 11.84 FEET;

4) THENCE N.77°24'59"E. 0.98 FEET;

5) THENCE S.59°47'52"E. 17.97 FEET;

6) THENCE S.30°12'08"W. 42.33 FEET;

7) THENCE N.59°47'52"W. 17.97 FEET;

8) THENCE N.17°00'43"W. 0.98 FEET;

9) THENCE N.00°12'08"E. 11.84 FEET;

10) THENCE N.59°47'52"W. 11.84 FEET;

11) THENCE N.00°12'08"E. 11.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 1276.04 SQUARE FEET, MORE OR LESS.

EXHIBIT A
PAGE THREE

MOORHEAD
ENGINEERING
COMPANY

SINCE 1884

P.O. BOX 998
305 S.E. FIRST AVENUE
OCALA, FLORIDA 32678-0998
PHONE: (904) 732-4406

CONSULTING ENGINEERS • LAND PLANNERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS

October 21, 1987

DESCRIPTION FOR

HEX-A-PORT AIRCRAFT HANGER FACILITY

UNIT TWO

COMMENCE AT THE N.E. CORNER OF THE S.E. 1/4 OF SECTION 20, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S.00°26'43"W. ALONG THE EAST BOUNDARY OF SAID SECTION 20 A DISTANCE OF 1657.52 FEET; THENCE N.89°33'17"W. 85.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF S.W. 60th AVENUE (COUNTY ROAD C-225-A); THENCE S.00°26'43"W. ALONG SAID WEST RIGHT-OF-WAY LINE 260.52 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE N.89°33'17"W. 106.87 FEET TO A POINT OF REFERENCE, SAID POINT HAVING AN X-COORDINATE OF 429976.0091 AND A Y-COORDINATE OF 1756802.2022, SAID POINT BEING ALSO THE POINT OF BEGINNING;

1) THENCE S.59°47'52"E. 11.84 FEET;

2) THENCE S.00°12'08"W. 11.84 FEET;

3) THENCE S.59°47'52"E. 11.84 FEET;

4) THENCE S.00°12'08"W. 11.84 FEET;

5) THENCE S.17°00'43"E. 0.98 FEET;

6) THENCE N.89°47'52"W. 41.58 FEET;

7) THENCE N.17°24'59"E. 0.98 FEET;

8) THENCE N.00°12'08"E. 11.84 FEET;

9) THENCE N.60°12'08"E. 11.84 FEET;

10) THENCE N.00°12'08"E. 11.84 FEET;

11) THENCE N.60°12'08"E. 11.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 1009.24 SQUARE FEET, MORE OR LESS.

EXHIBIT A
PAGE FOUR

MOORHEAD
ENGINEERING
COMPANY

P.O. BOX 908
305 S.E. FIRST AVENUE
OCALA, FLORIDA 32678-0908
PHONE: (904) 732-4406

CONSULTING ENGINEERS • LAND PLANNERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS

October 21, 1987

DESCRIPTION FOR

HEX-A-PORT AIRCRAFT HANGER FACILITY

UNIT THREE

COMMENCE AT THE N.E. CORNER OF THE S.E. 1/4 OF SECTION 20, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S.00°26'43"W. ALONG THE EAST BOUNDARY OF SAID SECTION 20 A DISTANCE OF 1657.52 FEET; THENCE N.89°33'17"W. 85.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF S.W. 60th AVENUE (COUNTY ROAD C-225-A); THENCE S.00°26'43"W. ALONG SAID WEST RIGHT-OF-WAY LINE 260.52 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE N.89°33'17"W. 106.87 FEET TO A POINT OF REFERENCE, SAID POINT HAVING AN X-COORDINATE OF 429976.0091 AND A Y-COORDINATE OF 1756802.2022; THENCE S.60°12'08"W. 11.84 FEET TO THE POINT OF BEGINNING;

1) THENCE S.00°12'08"W. 11.84 FEET;

2) THENCE S.60°12'08"W. 11.84 FEET;

3) THENCE S.00°12'08"W. 11.84 FEET;

4) THENCE S.17°24'59"W. 0.98 FEET;

5) THENCE S.60°12'08"W. 17.97 FEET;

6) THENCE N.29°47'52"W. 42.33 FEET;

7) THENCE N.60°12'08"E. 17.97 FEET;

8) THENCE S.77°00'43"E. 0.98 FEET;

9) THENCE S.59°47'52"E. 11.84 FEET;

10) THENCE N.60°12'08"E. 11.84 FEET;

11) THENCE S.59°47'52"E. 11.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 1276.04 SQUARE FEET, MORE OR LESS.

EXHIBIT A
PAGE FIVE

MOORHEAD ENGINEERING COMPANY

P.O. BOX 999
305 S.E. FIRST AVENUE
OCALA, FLORIDA 32678-0999
PHONE: (904) 732-4405

CONSULTING ENGINEERS • LAND PLANNERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS

October 21, 1987

DESCRIPTION FOR

HEX-A-PORT AIRCRAFT HANGER FACILITY

UNIT FOUR

COMMENCE AT THE N.E. CORNER OF THE S.E. 1/4 OF SECTION 20, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S.00°26'43"W. ALONG THE EAST BOUNDARY OF SAID SECTION 20 A DISTANCE OF 1657.52 FEET; THENCE N.89°33'17"W. 85.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF S.W. 60th AVENUE (COUNTY ROAD C-225-A); THENCE S.00°26'43"W. ALONG SAID WEST RIGHT-OF-WAY LINE 260.52 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE N.89°33'17"W. 106.87 FEET TO A POINT OF REFERENCE, SAID POINT HAVING AN X-COORDINATE OF 429976.0091 AND A Y-COORDINATE OF 1756802.2022, SAID POINT BEING ALSO THE POINT OF BEGINNING;

1) THENCE S.60°12'08"W. 11.84 FEET;

2) THENCE N.59°47'52"W. 11.84 FEET;

3) THENCE S.60°12'08"W. 11.84 FEET;

4) THENCE N.59°47'52"W. 11.84 FEET;

5) THENCE N.77°00'43"W. 0.98 FEET;

6) THENCE N.30°12'08"E. 41.58 FEET;

7) THENCE S.42°35'01"E. 0.98 FEET;

8) THENCE S.59°47'52"E. 11.84 FEET;

9) THENCE S.00°12'08"W. 11.84 FEET;

10) THENCE S.59°47'52"E. 11.84 FEET;

11) THENCE S.00°12'08"W. 11.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 1009.24 SQUARE FEET, MORE OR LESS.

EXHIBIT A
PAGE SIX

MOORHEAD ENGINEERING COMPANY

P.O. BOX 898
305 S.E. FIRST AVENUE
OCALA, FLORIDA 32678-0898
PHONE: (904) 732-4406

CONSULTING ENGINEERS • LAND PLANNERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS

October 21, 1987

DESCRIPTION FOR

HEX-A-PORT AIRCRAFT HANGER FACILITY

UNIT FIVE

COMMENCE AT THE N.E. CORNER OF THE S.E. 1/4 OF SECTION 20, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S.00°26'43"W. ALONG THE EAST BOUNDARY OF SAID SECTION 20 A DISTANCE OF 1657.52 FEET; THENCE N.89°33'17"W. 85.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF S.W. 60th AVENUE (COUNTY ROAD C-225-A); THENCE S.00°26'43"W. ALONG SAID WEST RIGHT-OF-WAY LINE 260.52 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE N.89°33'17"W. 106.87 FEET TO A POINT OF REFERENCE, SAID POINT HAVING AN' X-COORDINATE OF 429976.0091 AND A Y-COORDINATE OF 1756802.2022; THENCE N.00°12'08"E. 11.84 FEET TO THE POINT OF BEGINNING;

1) THENCE N.59°47'52"W. 11.84 FEET;

2) THENCE N.00°12'08"E. 11.84 FEET;

3) THENCE N.59°47'52"W. 11.84 FEET;

4) THENCE N.42°35'01"W. 0.98 FEET;

5) THENCE N.00°12'08"E. 17.97 FEET;

6) THENCE S.89°47'52"E. 42.33 FEET;

7) THENCE S.00°12'08"W. 17.97 FEET;

8) THENCE S.42°59'17"W. 0.98 FEET;

9) THENCE S.60°12'08"W. 11.84 FEET;

10) THENCE S.00°12'08"W. 11.84 FEET;

11) THENCE S.60°12'08"W. 11.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 1276.04 SQUARE FEET, MORE OR LESS.

EXHIBIT A
PAGE SEVEN

MOORHEAD ENGINEERING COMPANY

P.O. BOX 098
305 S.E. FIRST AVENUE
OCALA, FLORIDA 32678 0098
PHONE: (904) 732-4400

CONSULTING ENGINEERS • LAND PLANNERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS

SINCE 1884

October 21, 1987

DESCRIPTION FOR

HEX-A-PORT AIRCRAFT HANGER FACILITY

UNIT SIX

COMMENCE AT THE N.E. CORNER OF THE S.E. 1/4 OF SECTION 20, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S.00°26'43"W. ALONG THE EAST BOUNDARY OF SAID SECTION 20 A DISTANCE OF 1657.52 FEET; THENCE N.89°33'17"W. 85.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF S.W. 60th AVENUE (COUNTY ROAD C-225-A); THENCE S.00°26'43"W. ALONG SAID WEST RIGHT-OF-WAY LINE 260.52 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE N.89°33'17"W. 106.87 FEET TO A POINT OF REFERENCE, SAID POINT HAVING AN X-COORDINATE OF 429976.0091 AND A Y-COORDINATE OF 1756802.2022, SAID POINT BEING ALSO THE POINT OF BEGINNING;

1) THENCE N.00°12'08"E. 11.84 FEET;

2) THENCE N.60°12'08"E. 11.84 FEET;

3) THENCE N.00°12'08"E. 11.84 FEET;

4) THENCE N.60°12'08"E. 11.84 FEET;

5) THENCE N.42°59'17"E. 0.98 FEET;

6) THENCE S.29°47'52"E. 41.58 FEET;

7) THENCE S.77°24'59"W. 0.90 FEET;

8) THENCE S.60°12'08"W. 11.84 FEET;

9) THENCE N.59°47'52"W. 11.84 FEET;

10) THENCE S.60°12'08"W. 11.84 FEET;

11) THENCE N.59°47'52"W. 11.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 1009.24 SQUARE FEET, MORE OR LESS.

EXHIBIT A

PAGE EIGHT

MOORHEAD
ENGINEERING
COMPANY

P.O. BOX 098
305 S.E. FIRST AVENUE
OCALA, FLORIDA 32678 0098
PHONE: (904) 732-4406

CONSULTING ENGINEERS • LAND PLANNERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS

SINCE 1924

October 21, 1987

DESCRIPTION FOR

HEX-A-PORT AIRCRAFT HANGER FACILITY

PHASE I, IDENTIFIED AS PARCEL "A"

COMMENCE AT THE N.E. CORNER OF THE S.E. 1/4 OF SECTION 20, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S.00°26'43"W. ALONG THE EAST BOUNDARY OF SAID SECTION 20 A DISTANCE OF 1657.52 FEET; THENCE N.89°33'17"W. 85.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF S.W. 60th AVENUE (COUNTY ROAD C-225-A); THENCE S.00°26'43"W. ALONG SAID WEST RIGHT-OF-WAY LINE 156.23 FEET TO THE POINT OF BEGINNING;

1) THENCE CONTINUE S.00°26'43"W. ALONG SAID WEST RIGHT-OF-WAY LINE 188.77 FEET;

2) THENCE N.89°33'17"W. 170.00 FEET;

3) THENCE N.28°23'51"W. 115.00 FEET;

4) THENCE N.61°36'09"E. 47.19 FEET;

5) THENCE N.30°12'08"E. 75.19 FEET;

6) THENCE S.89°33'17"E. 146.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 35382.62 SQUARE FEET OR 0.81 ACRES, MORE OR LESS.

EXHIBIT A

PAGE NINE

HEX-A-PORT
EXHIBIT B

Year	Acres	Annual Rate/ Acre	Annual Payment	Monthly Payment (plus tax)
2010	0.81	$ 12,200.35	$ 9,882.28	$ 823.52
2011	0.81	$ 12,566.36	$ 10,178.75	$ 848.23
2012	0.81	$ 12,943.35	$ 10,484.11	$ 873.68
2013	0.81	$ 13,331.65	$ 10,798.64	$ 899.89
2014	0.81	$ 13,731.60	$ 11,122.60	$ 926.88
2015	0.81	$ 14,143.55	$ 11,456.28	$ 954.69
2016	0.81	$ 14,567.86	$ 11,799.96	$ 983.33
2017	0.81	$ 15,004.89	$ 12,153.96	$ 1,012.83
2018	0.81	$ 15,455.04	$ 12,518.58	$ 1,043.22
2019	0.81	$ 15,918.69	$ 12,894.14	$ 1,074.51
2020	0.81	$ 16,396.25	$ 13,280.96	$ 1,106.75
2021	0.81	$ 16,888.14	$ 13,679.39	$ 1,139.95
2022	0.81	$ 17,394.78	$ 14,089.77	$ 1,174.15
2023	0.81	$ 17,916.63	$ 14,512.47	$ 1,209.37
2024	0.81	$ 18,454.12	$ 14,947.84	$ 1,245.65
2025	0.81	$ 19,007.75	$ 15,396.28	$ 1,283.02

RECEIVED
OCT 19 1995
CITY MGR. OFF.

AIRPORT LAND LEASE

THIS LEASE is entered into this 7th day of November, 1995, between the City of Ocala, herein called "OCALA" and Ocala Hexaport, Inc., herein called "TENANT".

W I T N E S S E T H:

IN CONSIDERATION of the mutual covenants herein contained the parties agree:

1. AREA AND TERM OF LEASE. The property leased is a tract of land owned by OCALA which is a part of Ocala Regional Airport, as shown on the legal description attached as "Exhibit A". The term of the lease is thirty (30) years from the above date, subject to the revision extension provisions contained herein. All previous airport land leases are hereby revoked by agreement of OCALA and TENANT.

2. USES AND PURPOSES. TENANT shall have the right to use the premises for the following and for no other purpose:

   a. Storage of aircraft which are either owned or leased by the TENANT in said airport hangar. No storage of anything other than aircraft shall be allowed. The TENANT shall be required to keep accurate records concerning ownership of the premises. Such information shall be made available to OCALA immediately upon request.

   b. Loading and unloading of personal property on the leased premises by motor vehicles or aircraft.

   c. Right to construct driveways, taxiways, aprons, paved area, and other improvements on the leased premises and taxiways from the leased premises to the existing taxiways, subject to prior written approval of plans not specifically leased to other tenants under private lease.

   d. Nonexclusive use of all airport facilities which are not specifically leased to other tenants under private leases.

   e. No commercial business may be operated from this leased premises.

   f. Performance of preventive maintenance by TENANT as allowed by the Federal Aviation Regulations. No other maintenance or commercial operations shall be allowed.

3. IMPROVEMENTS AND CONSTRUCTION ON THE PREMISES. Any improvements and construction on the premises must be approved in writing by the Ocala Airport Manager and all buildings and improvements constructed by the TENANT shall be in accordance with the building code of OCALA and all other laws and ordinances applicable.

4. MAINTENANCE. The premises and all improvements shall, at all times, be maintained in good and safe condition and shall present an attractive appearance, all at the sole cost of the TENANT. If, in the opinion of the Airport Manager, and after notice, the subject leased premises are not maintained, OCALA may maintain the premises and bill the TENANT. Payment shall be due upon TENANT'S receipt of invoice, and delinquent thirty (30) days thereafter. No outside storage shall be allowed except for parking of aircraft. All areas not paved or covered by the t-hangar facility shall be grassed and landscaped as approved on site plan. An underground water sprinkler system is required.

5. MECHANIC'S AND MATERIALMEN'S LIENS. No materialman or laborer shall have the right to any lien against the interest of OCALA in the leased premises for any unpaid material or labor. TENANT shall pay for all material, labor and fees necessary for said improvements within thirty (30) days from completion thereof, and shall indemnify and hold OCALA harmless from any claim for labor or materials.

6. OPERATION OF AIRPORT. OCALA shall maintain the Airport in accordance with the rules and regulations of Federal Aviation Administration and TENANT shall likewise comply with such rules.

7. UTILITIES. TENANT shall pay for all utilities used on the leased premises and shall promptly pay all charges therefore when due. Appropriate connection charges to Ocala's water and sewer system will be paid when available.

8. COMPLIANCE WITH LAWS. TENANT shall at all times promptly comply with all present and future laws of Federal Government, State of Florida, and any political subdivision thereof and shall not use the premises or permit the use of the premises for any unlawful or immoral purpose or any activity thereon which may create a public or private nuisance.

9. OPTION TO RENEW. This lease shall be revisited every five (5) years provided that during the term of the lease TENANT shall have fully complied with all of the provisions contained herein. At the end of thirty (30) years, TENANT, at its option, may elect not to extend the lease provided TENANT notifies OCALA at its intent not to extend at lease thirty (30) days before the expiration of the term. TENANT and OCALA have both the option to renew this lease for another thirty (30) year term, should both parties desire and agree to do so.

10. FIXED RENT. All rent shall be due upon the first day of each month and delinquent ten (10) days thereafter. The monthly rental amount for the initial five (5) year period shall be $318.35, plus tax, and all extensions hereof shall be one percent (1%) of the "per acre value of the land" as defined herein, multiplied by the number of acres shown in Exhibit A. For the initial five (5) year period, the "per acre value of the land" shall be $31,835 (based on cumulative 8.6 CPI increase over the last 3 years). Rent shall begin at the time of approval hereof. The "per acre value of the land" as set forth above shall be adjusted every five (5) years pursuant to Paragraph 9, for any net increase in the purchasing power of the dollar as reflected in the Cost of Living Index ("CPI") as hereinafter defined. For the purposes hereof the CPI shall be the "Consumer Price Index" for all urban consumers (CPI-U) (1967 equals 100), all items as published for north Florida area or the area most closely related to the north Florida as reasonably determined by OCALA, and as published by the United States Department of Labor, Bureau of Labor, Bureau of Labor Statistics. Such adjustment shall be made by increasing the "per acre value of the land" by the product obtained when multiplying the "per acre value of the land" for the previous five (5) year period by the sum of the increases in the CPI for each of the five (5) preceding years. In the alternative, OCALA may, at its discretion, perform a bona fide appraisal on or about the date of review (every 5 year term), of the leased property (excluding any improvements added by TENANT) and establish the appraised value as the "per acre value of the land" for the next five year period. In no event, however, shall the "per acre value of the land", regardless of the method by which it is established, exceed one hundred sixty percent (160%) of the "per acre value of the land" for the previous five year period nor shall it be less than that said amount.

11. TERMINATION BY TENANT. If at any time during the term of this lease or any extended term hereof OCALA discontinues the operation of the Ocala Regional Airport, Jim Taylor Field, or in the event of the closing thereof by order of State or Federal authorities by reason of the action or failure of action by OCALA, or in the event of any other action or inaction on the part of OCALA which renders the leased premises unusable for the uses and purposes for which leased or if OCALA breaches any of the agreements contained herein and fails to remedy said breach for a period of thirty (30) days after written notice from TENANT of such breach, this agreement may be terminated by the TENANT and OCALA shall pay to TENANT the then fair market value of any improvements to the leased property made by TENANT less the net value (value of costs of removal) of any portions of such improvements removable by TENANT.

12. ABATEMENT OF RENT. If for any of the causes stated in Paragraph 11 above, the Airport or improvements on the premises shall become completely unusable by the TENANT for a period of more than forty-eight (48) hours, the rent shall be abated during the time such Airport or premises shall remain unusable.

13. NONWAIVER OF DEFAULT. No waiver of default by either party of any of the terms of this lease shall be construed as a waiver of any subsequent default.

14. INTEREST ON RENT ARREARAGE. Any installment of rent accruing under the provisions of this lease that is not paid when due shall bear interest at the rate of ten percent (10%) per annum from the date when the same was payable by the terms hereof, until the same is paid lessee.

15. TERMINATION BY OCALA. If TENANT shall default in the payment of rent or if TENANT shall default in any other term of this lease, or if TENANT files a voluntary petition in bankruptcy or is adjudicated bankrupt in an involuntary proceeding or if a receiver or trustee of the property of TENANT is appointed, or if any levy is made against the leasehold interest of the TENANT which remains unsatisfied for twenty (20) or more days, OCALA shall have the right to terminate this lease and take possession of the leased property and all improvements thereon at no cost to OCALA, provided that TENANT shall have thirty (30) days after written notice by OCALA to cure any default, except that in the case of default in the payment of rent, TENANT shall have ten (10) days after written notice to cure said default.

16. RESPONSIBILITY OF TENANT FOR INDEMNIFICATION OF OCALA. TENANT shall indemnify and hold OCALA harmless from any claim, demand, loss or damage to person or property on the leased premises or arising from TENANT'S improvement and operation thereof, and, to secure such indemnity, shall purchase and maintain liability insurance in an amount not less than ONE MILLION DOLLARS ($1,000,000) with OCALA, as Landlord, as a named insured.

17. RIGHT OF OCALA TO INSPECT PREMISES. OCALA shall have the right to enter the leased premises at any reasonable hour for inspection of for any other lawful purpose.

18. PAYMENT OF TAXES. TENANT shall pay all taxes which may be imposed against the improvements on the leased premises or upon any personal property therein before such taxes become delinquent and before any interest attaches. TENANT, upon demand by OCALA, shall give to OCALA adequate security against loss by reason of such contest.

19. NONEXCLUSIVE PROVISION. Notwithstanding anything herein contained that may be or appear to be to the contrary, it is expressly understood and agreed that the rights granted under this agreement, as such rights relate to any landing area as referred to in Section 303 of the Civil Aeronautics Act (C. 601,

Title III, Sec. 303, 52 Stat, 986; 49 U.S.C.A. Sec. 453), are nonexclusive, and OCALA herein reserves the right to grant similar privileges to others.

20. RESTRICTIONS AGAINST DISCRIMINATION. TENANT hereby agrees that it will not discriminate against an person or persons because of race, creed, sex, color or national origin in furnishing, or refusing to furnish to such person or persons the use of any facility, services, privileges, or accommodations offered or operated on the leased premises. It is agreed that the TENANT'S noncompliance with the provisions of this clause shall constitute a material breach of this agreement. In the event of such noncompliance OCALA may take appropriate action to enforce compliance, may terminate this agreement, or may pursue such other remedies as may be provided by law at total cost of TENANT.

21. AFFIRMATIVE ACTION PLAN. The TENANT assures that it will undertake an affirmative action program if required by 14 CRF Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities in connection with any operation of the leased premises covered by 14 CRF Part 152, Subpart E.

22. COVENANTS OF OCALA. OCALA represents that it has authority to enter into this lease agreement subject to all requirements as have been and may from time to time be imposed by the United States through its Department and agencies upon OCALA as owner and operator of OCALA REGIONAL AIRPORT.

23. NOTICES. Notices to OCALA shall be sufficient if sent by certified mail to the Airport Manager, City Hall, Post Office Box 1270, Ocala, Florida 34478-1270, and to TENANT if sent by certified mail to George R. McCoy, 1920 SW 37th Avenue, Ocala, Florida 34474 or such other address as the parties may designate in writing.

24. TIME OF THE ESSENCE. Time is declared to be of the essence of each provision contained herein. This agreement shall be binding upon the parties hereto, their successors, personal representatives and assigns.

25. ASSIGNMENT BY TENANT. TENANT may not assign this lease or premises or transfer a controlling interest of TENANT without prior written consent of OCALA, which consent shall not unreasonably withheld.

26. OWNERSHIP OF MOVABLE STRUCTURES AFTER EXPIRATION. Upon termination of the Airport Hangar Lease for any reason, all improvements and construction on the premises, together with the movable structures situated on the premises shall, at the option of OCALA, become the sole and exclusive property of OCALA. Within thirty (30) days of the termination of the Airport Hangar

Lease. OCALA shall provide written notice to the TENANT of its intent to exercise this option.

27. SUBLETTING AND COMMERCIAL UNDERTAKING. TENANT shall not at any time sublet all or any portion of the leased premises on the facility without the prior written consent of OCALA, which such consent may be conditioned upon such additional terms and conditions as OCALA may seek to impose on the sublease. TENANT shall not enter into a commercial business without prior written consent of OCALA, which such consent may be conditioned upon such additional terms and conditions as OCALA may seek to impose.

28. ENVIRONMENTAL COMPLIANCE. Attached hereto as Exhibit "B" is an addendum setting forth "Environmental Compliance Matters" which shall be binding upon the parties to this agreement.

IN WITNESS WHEREOF, the parties have executed this lease the date above written.

CITY OF OCALA

ATTEST: Deborah C. Bullock
Deborah C. Bullock
Sr. Deputy City Clerk

BY: Gerald K. Ergle
Gerald K. Ergle
City Council President

OCALA HEXAPORT, INC.

George R. McCoy
Secretary/ Treasurer

Approved as to form and legality:

Patrick G. Gilligan
City Attorney

ACCEPTED BY CITY COUNCIL
on 14th day of November, 1995
By: Valerie Forster
~~Senior~~ Deputy City Clerk

EXHIBIT "A"

A) COMMENCE AT THE N.E. CORNER OF THE S.E. 1/4 OF SECTION 20, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S.00°26'43"W. ALONG THE EAST BOUNDARY OF SAID SECTION 20 A DISTANCE OF 1657.52 FEET; THENCE N.89°33'17"W. 85.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF S.W. 60TH AVENUE (COUNTY ROAD C-225-A); THENCE S.00°26'43"W. ALONG SAID WEST RIGHT-OF-WAY LINE 156.23 FEET TO THE POINT OF BEGINNING;

1) THENCE CONTINUE S.00°26'43"W. ALONG SAID WEST RIGHT-OF-WAY LINE 188.77 FEET;

2) THENCE N.89°33'17"W. 170.00 FEET;

3) THENCE N.28°23'51"W. 115.00 FEET;

4) THENCE N.61°36'09"E. 47.19 FEET;

5) THENCE N.30°12'08"E. 75.19 FEET;

6) THENCE S.89°33'17"E. 146.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 35382.62 SQUARE FEET OR 0.81 ACRES, MORE OR LESS.

B) TOGETHER WITH A NON-EXCLUSIVE LEASEHOLD EASEMENT FOR INGRESS AND EGRESS OVER A TAXIWAY DESCRIBED AS:

COMMENCE AT THE N.E. CORNER OF THE S.E. 1/4 OF SECTION 20, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S.00°26'43"W. ALONG THE EAST BOUNDARY OF SAID SECTION 20 A DISTANCE OF 1657.52 FEET; THENCE N.89°33'17"W. 85.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF S.W. 60TH AVENUE (COUNTY ROAD C-225-A); THENCE CONTINUE N.89°33'17"W. 337.17 FEET TO THE POINT OF BEGINNING;

1) THENCE S.28°23'51"E. 267.85 FEET;

2) THENCE S. 61°36'09"W. 20.00 FEET;

3) THENCE N.28°23'51"W. 278.86 FEET;

4) THENCE S.89°33'17"E. 22.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 5467.04 SQUARE FEET OR 0.13 ACRES, MORE OR LESS.

C) TOGETHER WITH A NON-EXCLUSIVE LEASEHOLD WATER LINE EASEMENT TWO (2) FEET EITHER SIDE OF THE CENTERLINE DESCRIBED AS:

COMMENCE AT THE N.E. CORNER OF THE S.E. 1/4 OF SECTION 20, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S.00°26'43"W. ALONG THE EAST BOUNDARY OF SAID SECTION 20 A DISTANCE OF 1657.52 FEET; THENCE N.89°33'17"W. 85.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF S.W. 60TH AVENUE (COUNTY ROAD C-225-A); THENCE S.00°26'43"W. ALONG SAID WEST RIGHT-OF-WAY LINE 260.52 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE N.89°33'17"W. 106.87 FEET TO A POINT OF REFERENCE, SAID POINT HAVING AN X-COORDINATE OF 429976.0091 AND A Y-COORDINATE OF 1756802.2022; THENCE S.79°14'10"W. 66.54 FEET TO A WATER VALVE, SAID POINT BEING THE POINT OF BEGINNING OF THIS CENTERLINE DESCRIPTION;

1) THENCE N.28°57'34"W. ALONG THE CENTERLINE OF AN UNDERGROUND WATER LINE 301.75 FEET;

2) THENCE CONTINUING ALONG THE CENTERLINE OF SAID WATER LINE N.89°33'17"W. 33.88 FEET TO THE POINT OF TERMINUS OF THIS CENTERLINE DESCRIPTION, SAID POINT BEING ON THE WESTERLY BOUNDARY OF PARCEL "C" AND BEING S.28°23'51"E. 12.08 FEET FROM THE N.W. CORNER OF SAID PARCEL "C".

EXHIBIT "B"

ENVIRONMENTAL COMPLIANCE MATTERS

(A) OCALA and TENANT expressly agree that there are no third party beneficiaries to this Article or any portion of this Lease.

(B) For the purposes of this part, the following terms shall be defined as follows:

1. "Hazardous Material" means any radioactive, hazardous, or toxic substance, material, waste or similar term, the presence of which on the Premises, or the discharge or emission of which from the premises, is prohibited by Governmental Requirements (hereafter defined) or which require special handling in collection, storage, treatment, or disposal by any Governmental Requirements. The term Hazardous Material includes, but is not limited to, any material, substance, waste or similar term which is:

(i) Defined as a hazardous material under the laws of the State of Florida as they are amended from time to time;

(ii) Defined as a hazardous substance under Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317) as amended from time to time;

(iii) Defined as a hazardous waste under Section 1004 of the Federal Resource Conservation and Recovery Act (RCRA) (42 U.S.C. Section 6901, et seq.) as amended from time to time;

(iv) Defined as a hazardous waste substance under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) and (SARA) (42 U.S.C. Section 9601, et seq.), as amended from time time;

(v) Defined as a radioactive, hazardous, or toxic substance, waste, material or similar term in any rules and regulations, as amended from time to time, which are adopted by any administrative agency; including, but not limited to the Environmental Protection Agency, the Occupational Safety and Health Administration, and any such similar state or local agency having jurisdiction over the Premises, whether or not such rules and regulations have the force of law;

(vi) Determined to contain asbestos or polychlorinated bipheryls;

(vii) Defined as a radioactive, hazardous, or toxic waste, substance, material or similar term in any other statute, regulation, rule or law presently in effect, or enacted or adopted as any time after the date of this Lease, by local authorities, the State of Florida, and/or the federal government or

(viii) Subject to regulation under the Toxic Substances Control Act (TSCA) 15 USC, Section 2601, et seq.)

2. "Governmental Requirements" shall mean all laws, ordinances, statutes, codes, regulations, orders, and decrees of the United State, the State of Florida, and all local or governmental or regulatory authorities exercising jurisdiction over OCALA or the Premises.

(a) The "Termination Date" shall be the date on which the term and all extended terms of this Lease shall have expired.

(b) "Hazardous Material Contamination" shall mean the contamination (whether presently existing or hereafter occurring) of the Demised premises, or the contamination of the buildings, facilities, soil, ground water, air or other elements on, or of, as a result of Hazardous Material at any time emanating from the Demised Premises.

(C) To the best of OCALA'S knowledge, as of the date the TENANT'S obligation to pay rent begins, there will not be any Hazardous Material on or in the Demised Premises, or being released or discharged therefrom (the term "Demised Premises" expressly including for the purposes of this Section, all buildings and other improvements located thereon, all of OCALA'S personal property, the soil and the ground water thereof, including the streams crossing or abutting the Demised Premises and the aquifer underlying the Demised Premises), whether such Hazardous Material be located or placed on or within the Demised Premises by spill, release, discharge, disposal, storage, or otherwise.

To the best of OCALA'S knowledge after due and diligent inquiry: (1) no part of the Demised Premises has ever been used as a manufacturing, storage, or dump site for Hazardous Material, nor is any part of the Demised Premises affected by any Hazardous Material Contamination; (2) no property adjoining the Demised Premises has ever been used as a manufacturing, storage, or dump site for Hazardous Material; and (3) no property adjoining the Demised Premises is affected by Hazardous Material Contamination. As soon as practicable, after the TENANT'S obligation to pay begins, OCALA may, at its expense, deliver to TENANT an environmental audit of the property. If such audit reveals the presence of any hazardous waste, OCALA shall, at its sole expense, remove and dispose of the same.

TENANT covenants and agrees that from the date its obligation to pay rent begins through the Termination Date, TENANT and TENANT'S agents, contractors, authorized representatives, lisencees, permitees, and employees (collectively "Tenants's Agents") shall not engage in any of the following prohibited activities, and OCALA shall use its best and diligent efforts to see that OCALA'S invitees and tenants, and such tenants' employees, agents and invitees shall not, except in accordance with applicable governmental laws and regulations:

(1) Cause or permit any release or discharge of Hazardous Material from the Demised Premises; or

(2) Cause or permit any manufacturing, holding, handling, retaining, transporting, spilling, leaking, or dumping of Hazardous Material in or on any portion of the Demised Premises; or

(3) Otherwise place, keep, or maintain, or allow to be placed, kept, or maintained, any Hazardous Material on any portion of the Demised Premises.

(D) From the date TENANT'S obligation to pay rent begins through the Termination Date, OPERATOR shall comply, and cause TENANT'S agents and the Demised Premises to comply, with all laws, ordinances, rules, and regulations of all authorities having jurisdiction over the TENANT, TENANT'S agent, the Demised Premises, or the use of the Demised Premises, and pertaining to any Hazardous Material (herein called "Hazardous Material Laws").

(E) If Hazardous Material is shown to have been discharged onto the Demised Premises by TENANT, its agents, lisencees, permitees, or employees in violation of Hazardous Materials Laws, TENANT shall pay immediately when due the cost of removal of any such Hazardous Material from the Demised Premises in compliance with all Governmental Requirements, and keep the entire Demised Premises free of any lien imposed pursuant to any laws, regulations, or orders of any governmental or regulatory authority having to do with the removal of such Hazardous Material. If the United States Environmental Protection Agency (EPA) determines that the source of the hazardous waste was outside of the lands described on Exhibit A, and if the TENANT or TENANT'S agents, invitees, tenants, and the agents of invitees and tenants have not contributed to the presence of such hazardous waste, removal may not be at his expense. In the instances where the removal and disposal of the hazardous waste is the TENANT'S obligation, it shall within thirty (30) days after demand by OCALA obtain and deliver to OCALA a bond, letter of credit, or similar financial assurance for the benefit of OCALA evidencing to OCALA'S satisfaction, that the necessary funds are available to pay the cost of removing, treating, and disposing of all Hazardous Material or Hazardous Material Contamination on the Demised Premises and discharging any assessments or liens which may be established on the Demised Premises as a result thereof.

(F) To the best of OCALA'S knowledge, no report, analysis, study, or other document asserting that Hazardous Material Contamination exists on the Demised Premises or identifying any Hazardous Material as being located upon released or discharged from the Demised Premises has been issued.

TENANT shall:

(1) Give notice to OCALA immediately upon OPERATOR'S acquiring knowledge of the presence of any Hazardous Material on the

Demised Premises in violation of applicable Hazardous Materials Laws or of any Hazardous Material Contamination thereof, with a full description thereof.

(2) Immediately advise OCALA in writing of any notices received by TENANT or TENANT'S agents alleging that the Demised Premises contains Hazardous Material in violation of applicable Hazardous Material Laws or Hazardous Material Contamination or that a violation or potential violation of any Hazardous Material Laws by TENANT, TENANT'S agents, or the Demised Premises exists (whether such notices are received from the Environmental Protection Agency, the Occupational Safety and Health Agency, or any other federal, state or local governmental agency or regional office thereof);

(3) Immediately advise OCALA in writing of any and all enforcements, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened with respect to the Demised Premises or any property adjoining the Demised Premises pursuant to any Hazardous Material Laws;

(4) Immediately advise OCALA in writing of all claims made or threatened by any third party against TENANT, TENANT's agent, or the Demised Premises relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Material or Hazardous Material Contamination pertaining to the Premises; and

(5)Immediately advise OCALA in writing upon TENANT'S discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Demised Premises which does, or could, cause the Demised Premises, or any part thereof, to contain Hazardous Material or Hazardous Material Contamination or other be in violation of any Hazardous Material Laws.

(G) Without OCALA'S prior written consent, which shall not be unreasonably withheld, TENANT shall not take any remedial action in response to the presence of any Hazardous Material or Hazardous Material Contamination upon or about the Demised Premises, nor enter into any settlement agreement, consent degree, or other compromise in respect to any violation or alleged violation of any Hazardous Material Laws, which remedial action, settlement, consent or compromise might, in Ocala's judgment, impair the value of the Demised Premises, provided, however, that OCALA's prior written consent shall not be necessary in the event that the Presence of Hazardous Material or Hazardous Material Contamination on or about the Demised Premises either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature than an immediate remedial response is necessary. In such event, TENANT shall notify OCALA as soon as practicable of any action so taken. OCALA shall not withhold its consent, where such consent is required hereunder, if either (i) a particular remedial action is ordered by a court of competent jurisdiction, or (ii) TENANT establishes to the reasonable satisfaction of the OCALA

that there is no reasonable alternative to such remedial action which would result in less impairment to the value of the Demised Premises.

(H) In addition to the other remedies provided to OCALA, OCALA shall have the right, but not the obligation to cause all Hazardous Materials or Hazardous Material Contamination found on or in the Demised Premises to be removed therefrom, and in such event, the cost of the removal, including all expenses, charges, and fees incurred by OCALA in connection therewith, including attorneys, engineers, and consultants fees, shall be payable by TENANT on demand for Hazardous Materials shown to have been discharged into the Demised Property by TENANT, its agents, licensees, permitees, or employees in violation of Hazardous Material Laws, and shall bear interest at Citibank of New York prime rate plus three percent (3%) per annum from the date advanced until paid. OPERATOR shall give to OCALA and its agents and employees access to the Demised Premises for such purposes. TENANT hereby grants to OCALA, its agents and employees, full right and authority to remove any such Hazardous Material on the premises in violation of applicable Hazardous Material Laws or Hazardous Material Contamination from the Demised premises.

(I) OCALA, at any time and from time to time during the term of the Lease and all extensions thereof, if it has reasonable cause to suspect that any provision of this Article is not being complied with, may notify TENANT in writing that it desires a site assessment or environmental audit (such assessment or audit being herein called the "Audit") of the Demised Premises to be made, and at any time thereafter cause such site assessment or environmental audit to be made of the Demised Premises. If a violation of this Exhibit "B" is found, then the audit shall be at TENANT'S sole expense. If no violation is found, OCALA shall pay for subject audit. Such Audit(s) shall be performed in a manner reasonably calculated to confirm and verify compliance with the provisions of this Article. Such results shall be kept confidential by both OCALA and TENANT unless either party is legally compelled or required to disclose such results, or disclosure is reasonably required in order to pursue rights or remedies provided herein or at law.

TENANT covenants to reasonably cooperate with the persons conducting the Audit (the "Auditors") to allow entry and reasonable access to all portions of the Demised Premises for the purpose of the Audit, to supply the Auditors with all available historical and operations information regarding the Demised Premises as may reasonably be requested by the Auditors, and to make available for meetings with the Auditors appropriate personnel having knowledge of matters relevant to the Audit. For any Hazardous Material Contamination shown to have been discharged on to the Demised Premises by TENANT, its agents, licensees, permitees, or employees, in violation of Hazardous Material Laws, TENANT covenants to comply, at its sole cost and expense, with all recommendations contained in the Audit, including any recommendation for additional testing and studies to detect the

presence of Hazardous Material or Hazardous Material Contamination, or to otherwise confirm and verify TENANT'S compliance with the provisions of this Article.

(J) TENANT warrants that during the initial term, all extended terms of this lease, and upon surrender of the premises to OCALA that the property described on Exhibit "A" and all improvements thereon will be free of all hazardous waste in violation of applicable Hazardous Materials Laws to the extent required above. The TENANT shall be solely responsible for, and hereby agrees to indemnify and hold OCALA (including the respective employees, agents, and officials of OCALA) harmless from, any and all actions, loss, liability, damage, cost or expense occasioned by, resulting from, or consequent to any Hazardous Material held or used in violation of applicable Hazardous Material Laws or Hazardous Material Contamination shown to have been discharged onto the Demised Premises by TENANT its agents, licensees, permitees, or employees in violation of Hazardous Materials Laws; any releases or discharges of Hazardous Material from the Demised Premises; any manufacturing, maintaining, holding, handling, transporting, spilling, leaking or dumping of Hazardous Material on or at the Demised Premises, any other violation of Hazardous Material Laws; any claim or assertion that any such Hazardous Material or Hazardous Material Contamination is so located on the Demised Premises or that any such activities or violations have been, or are being, engaged in on the Demised Premises; or any other failure or alleged failure of TENANTO, TENANT'S agents, or the Demised Premises to comply with the provision of this Article notwithstanding any and all attempts by TENANT to exercise due diligence in ascertaining whether or not any of the events outlined above affect the Demised Premises. Such Loss, liability, damage, cost, or expenses hereby indemnified against shall include without limitation:

(1) All foreseeable consequential damages;

(2) The costs for any required or necessary repair, cleanup or detoxification of the Demised Premises, including the soil and ground water thereof, and the preparation and implementation of any closure, remedial or other required plans;

(3) Damage to any natural resources; and

(4) All reasonable costs and expenses incurred by OCALA in connection with clauses (1), (2), and (3), including but not limited reasonable attorneys' and consultants' fees.

The obligation of both parties to hold the other harmless and to indemnify shall survive the expiration or termination of this lease. All costs and expenses incurred by OCALA for which TENANT has indemnified OCALA shall be paid by TENANT to OCALA within fifteen (15) days of demand therefore.

File #: 2026-1285 Agenda Item #: 10c.

Submitted By: Christina Guy

Presentation By: John King

Department: Fleet

FORMAL TITLE:
Utilization of the Florida Sheriffs Association agreement with Nextran Truck Centers for the purchase of an automated side loader refuse truck for the Public Works department, in the amount of $432,521

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
On December 28, 2022, Unit #06-273, a 2021 automated side loader refuse truck, was removed from service following an incident that caused significant damage to the unit. Following a thorough assessment completed on March 27, 2023, it was concluded that the repair expenses exceed the cost of replacing the truck, rendering restoration financially imprudent. As a result, the truck was declared a total loss. Funding for $477,837 was subsequently approved to acquire a new unit to replace Unit #06-273.

FINDINGS AND CONCLUSIONS:
Staff recommends acquiring a refuse truck that meets operational specifications to ensure efficient and reliable residential solid waste collection throughout the City. The replacement unit will be sourced from Nextran Truck Centers, utilizing the Florida Sheriffs Association Contract No. FSA25-VEH23.0, resulting in a total expenditure of $432,521. Unit #06-273 has been declared totaled and issued a Certificate of Destruction; it retains a salvage value of $4,003 and will be retained temporarily for use as a source of spare parts.

FISCAL IMPACT:
This agenda item is accompanied by a Budget Resolution authorizing the appropriation of $477,837 from the General Liability Claims Reserves. Of this amount, $432,521 will be designated for the purchase, while the remaining $45,316 will be allocated for future equipment needs. Funds will be distributed to account 453-023-602-534-66-64010 - Public Works Sanitation Machinery and Equipment.

PROCUREMENT REVIEW:

These goods were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
N/A. The City's standard and approved Purchase Order terms and conditions shall govern this purchase. Any conflicting terms and conditions offered by the suppliers will be reviewed for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

Buyer's Order

Nextran Truck Centers - Ocala
7398 NW 44th Avenue
Ocala, FL 34482
352-547-1275

Salesperson: Bryan Sapp
Date: 5.19.26

CUSTOMER INFORMATION

Name:	City of Ocala						
Address:	1805 NE 30th Ave					Phone:	-
City:	Ocala	State:	FL	Zip Code:	34470	County:	Marion

TRUCK INFORMATION

Quantity	Year	Make	Model	VIN #
1	2028	Mack	LR 64R	TBA
			2nd VIN	-
			3rd VIN	-
			4th VIN	-
			5th VIN	-

See Addendum for Additional VIN #

Body Details

Year	Make	Model	SERIAL #
2027	Newway	Sidewinder	
-	-	-	-
		2nd Serial #	-
		3rd Serial #	-
		4th Serial #	-
		5th Serial #	-

FSA Specification

Order Code	Option	Price	Order Code	Option	Price
1442102	LR, Dual drive	$ 10,760.00			
271210	Wheelbase upgrade	$ 209.00			
0		$ -			
GUARD - RL	Skid plate	$ 339.00			
5313803	Aluminum wheels	$ 1,419.00			
MCE0015	double frame	$ 990.00			
	BID OPTIONS	$ 13,717.00			
	Current Base chassis bid	$ 196,167.00			
	Newway Sidewinder ASL	$199,175			
	Antisipated EPA Emissions/Engine	$ 23,462.00			
	Total	$ 432,521.00			
					$ -

IN ACCORDANCE WITH FLORIDA SHERIFFS STATE BID NO. FSA 25-VEH23.0 Item 91, Mack TE Series

TRADE INFORMATION

Year	Make	Model	Body	VIN#	Trade-In Value	Payoff
-	-	-	-	-	$ -	$ -
-	-	-	-	-	$ -	$ -
-	-	-	-	-	$ -	$ -
-	-	-	-	-	$ -	$ -

FSA TRUCK SPECIFICATION

Price below reflects per unit

	ALL TRUCKS	Locals and Comments
Total Selling Price	$ 432,521.00	This is a budget price based on an EPA mandated engine and
Extended Warranty	$ -	emissions change that will take effect Jan. 1, 2027 for 2028
APU	$ -	year model chassis.
Premium Maint. Plan	$ -	-
Subtotal	$ 432,521.00	This engine / emissions package is not available on the curren
Disposal/Temp Tags	$ -	FSA bid. It will be a line item on the next FSA Bid that will take
Tire Tax Credit	$ -	effect Oct. 1st of 2026
Tag and Title	$ -	-
Miscellaneous	$ -	
County Surtax	$ -	-
Total before Down Pmt	$ 432,521.00	-
Down Payment	$ -	-
Total Price ALL	**$ 432,521.00**	-

I have read and understand the above. It is intended by my signature hereon that this be a binding, enforceable sales agreement. I further understand that the terms and conditions that follow are a true and integral part of this agreement.

_____ _____
Purchaser's Signature ***Date***

_____ _____
Accepted by Nextran Truck Centers ***Date***

This agreement shall not be binding on Nextran Truck Centers until accepted by the General Manager.

TERMS AND CONDITIONS

1. Acceptance. The purchaser identified on the first page hereof ("**Purchaser**") and Nextran Corporation, a Florida corporation d/b/a Nextran Truck Centers ("**Dealer**") hereby agree that these Terms and Conditions are incorporated into, and constitute an integral part of, the Sales Agreement governing Purchaser's purchase of motor vehicles from Dealer as more particularly described on the first page hereof.

2. Purchaser's Payment of Charges. Purchaser shall pay all charges arising out of or associated with this Agreement, whether correctly stated on page one of this Sales Agreement or otherwise, including without limitation all tag, license, tire, battery and lien fees, and all federal, state and local taxes. Purchaser shall pay all amounts required to pay off and satisfy in full all liens on Purchaser's trade-in vehicle(s), as may be required by any such lien holder, regardless of whether the lien holder has quoted the wrong amount, the payoff amount has changed since the date of any such quote, or Purchaser has failed to disclose all lien holders on such vehicle(s). If Purchaser chooses to pay any portion of the purchase price by using a bank or credit card, Purchaser shall pay all charges associated with the use of such card imposed on Dealer and shall promptly reimburse Dealer upon demand for any such costs arising after the consummation of any sale.

3. Deposit. Upon the execution of this Sales Agreement, Purchaser shall pay to Dealer a non-refundable deposit in the amount set forth on the first page of this Sales Agreement. If Dealer fails to deliver the motor vehicle(s) as contemplated herein, Purchaser's sole remedy against Dealer shall be a return of the deposit as liquidated damages in full settlement of any and all claims relating to this Sales Agreement, and Purchaser hereby waives any claims to the contrary. If Purchaser fails to pay the balance of the Selling Price, fails to take delivery of the motor vehicle for any reason or otherwise breaches its obligations under this Sales Agreement, Dealer shall be entitled to retain the entire deposit as liquidated damages in full settlement of any and all related claims. Purchaser and Dealer acknowledge that their actual damages arising out of any breach of this Sales Agreement would be difficult or impossible to calculate with specificity and that the foregoing treatment of the deposit constitutes mutually bargained liquidated damages and not a penalty.

4. Commercially Reasonable Efforts. Dealer shall use all commercially reasonable efforts to make prompt delivery of the motor vehicle(s) contemplated hereby. However, Purchaser acknowledges and agrees that time is not of the essence with respect to the transactions contemplated in this Sales Agreement.

5. Warranties. DEALER MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THE MANUFACTURER'S WARRANTY ON NEW MOTOR VEHICLES. ALL USED MOTOR VEHICLES ARE **SOLD BY PURCHASER "AS IS, WITHOUT WARRANTY," EITHER EXPRESS OR IMPLIED. DEALER SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE MOTOR VEHICLE(S) SOLD UNDER THIS SALES AGREEMENT, ALL OF WHICH PURCHASER HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW.** Purchaser acknowledges that no person is authorized to make any representations or warranties to the contrary, whether oral or written. _____ ***(Initials of Purchaser)***

6. Limitation of Liability; Waiver of Claims. Purchaser shall have the right to fully inspect the motor vehicles sold under this Sales Agreement at the time of delivery. Dealer shall not be liable for, and Purchaser's acceptance of such motor vehicle constitutes Purchaser's waiver of, any and all claims, causes of action, losses and damages arising out of Dealer's sale of the motor vehicle to Purchaser, including without limitation any and all actual, incidental or consequential damages arising out of: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications; e) modifications to the motor vehicle performed by others; and f) defects in design, materials or workmanship, in each case with respect to the motor vehicles purchased by Purchaser pursuant to this Sales Agreement.

Purchaser shall indemnify, defend and hold Dealer and its affiliated companies and their officers, agents, and employees harmless from and against all loss, liability and expense, including reasonable attorneys' fees, by reason of bodily injury including death, and property damage, sustained by any persons including but not limited to the officers, agents and employees of Purchaser, as a result of the maintenance, use, operation, servicing, transportation, defect in or failure of such motor vehicles, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of Dealer, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence. Purchaser acknowledges that this waiver constitutes a material inducement for Dealer to consummate the transactions contemplated in this Sales Agreement and is subject to no exceptions.

7. Modifications by Others. Purchaser acknowledges that any requested modifications to the motor vehicles subject to this Sales Agreement to be performed by others are Purchaser's sole responsibility, and Purchaser shall pay Dealer for the cost of such modifications, regardless of whether Purchaser takes delivery of the vehicle. Dealer is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.

8. Trade-in Allowance. The trade-in allowance set forth on page one of this Sales Agreement is based upon an appraisal by Dealer of the trade-in described herein in its present mechanical condition and with the equipment and attachments described on Dealer's appraisal sheet. Such trade-in shall be subject to reappraisal at the time of delivery of the motor vehicle to be sold hereunder. Purchaser shall be liable for any differences in the trade-in allowance due to changes in mechanical condition, equipment or attachments.

9. Entire Agreement. This Sales Agreement constitutes the complete and exclusive statement of the terms of the agreement between Purchaser and Dealer concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions of the parties, whether written or oral. No modification, course of conduct, amendment, supplement to or waiver of this Sales Agreement shall be binding unless made in writing and signed by both Purchaser and Dealer.

10. Assignment. This Sales Agreement may not be assigned by Purchaser without Dealer's prior written consent, and any attempted assignment by Purchaser shall be null and void. Subject to the foregoing, this Sales Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, permitted assigns and legal representatives. There are no third party beneficiaries of this Sales Agreement.

11. Governing Law; Consent to Jurisdiction; Waiver of Right to Trial by Jury. This Sales Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida, without giving effect to the conflict of laws principles thereof. Venue for any litigation, legal action or other proceedings arising out of or relating to this Sales Agreement shall lie solely in the courts of the State of Florida located in Dade County, Florida. Purchaser and Dealer (a) agree that such courts shall have exclusive jurisdiction over any matters arising out of or related to this Sales Agreement and (b) hereby waive any and all claims to the effect that any of such courts constitutes an inconvenient forum. The parties hereby irrevocably and unconditionally waive any right they may have to a trial by jury in any suit, action, proceeding, or counterclaim arising out of or relating to this SALES Agreement.

12. Miscellaneous. Risk of loss shall pass to the Purchaser upon delivery of the motor vehicle sold under this Sales Agreement. A facsimile of this Sales Agreement shall have the same legal effect as an original hereof. In the event of any litigation arising out of this Sales Agreement, the non-prevailing party shall reimburse the prevailing party for the reasonable attorneys' fees and other expenses incurred by the prevailing party in connection therewith.

By: _____

(Purchaser Signature)

FSA Cooperative Purchasing Program

Contract Terms and Conditions

FSA25-VEH23.0: Heavy Trucks and Buses

Florida Sheriffs Association

Cooperative Purchasing Program

Contract Terms and Conditions

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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 (each a "Bidder" and together, "Bidders"), to submit responses in accordance with this solicitation document for Bid FSA25-VEH23.0 Heavy Trucks and Buses. 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/or manufacturers' authorized dealers for contract terms specified under Section 1.03 for the purchase of on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contract FSA25-VEH23.0 Heavy Trucks and Buses ("Contract" or "Agreement") shall remain in effect for two years 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 this Contract begins October 1, 2025, and ends September 30, 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 and the provisions contained herein shall be governed by and interpreted and construed in accordance with the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall lie in the appropriate court in and for Leon County, Florida.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, *Florida Statutes*, exempts the sheriffs' offices from the provisions of the Florida Statutes that would otherwise require sealed and competitive bidding procedures "concerning the purchase and procurement of supplies and equipment, selection of personnel, and the hiring, firing, and setting of salaries of such personnel".

The Offices of the Sheriff are 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 a contract must be appropriated by the Florida Legislature, the individual purchaser or the purchaser's appropriating authority for each fiscal year included within the contract period. For such purchasers, their performances and obligations to pay for products or services under any resulting contract or Purchase Order, including this Contract, are contingent upon such an annual appropriation by the Legislature, individual purchaser or by the appropriating authority. Therefore, any contract or Purchase Order, including this Contract, with such a purchaser 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 Dollars.

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 these 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 include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.

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 produced 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 but is not responsible for final awards.

H. Florida Sheriffs Association Cooperative Purchasing Program ("FSA CPP"): The entity that administers the Invitation to Bid and contract administration functions for the resulting contract(s).

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 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. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
    c. Manufacturer's Annual U.S. Price Book
    d. 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. Vehicle Manufacturers use this term when referring to any given model year for production.

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: An entity that seeks to obtain items awarded on this Contract by meeting the eligible user criteria.

R. Qualifications Packet: This packet containing the required forms, attestations, authorizations, and organizational information needed by Bidders to qualify.

S. Terms and Conditions: This document, which serves as the governing Invitation to Bid and Contract for the identified FSA CPP Invitation to Bid and resulting contract(s). Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a Qualifications Packet during the bid process indicating they agree to comply with the Terms and Conditions, and that this will serve as the

Contract for both parties, should the Bidder(s) receive award. Bidder must respond to the Contract Signature Form affirming acceptance of the Terms and Conditions, which will serve as the Contract for both parties, should the Bidder receive an award.

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 and/or subcontractors under the direction and responsibility of the Bidder or Vendor.

U. Vendor: The Bidder(s) that receive award, who agree to provide the contract items that meet the requirements of this ITB and FSA Base Specifications of the Contract. The Vendor must agree to the Terms and Conditions, which will serve as the governing Contract. If the Vendor is not the Manufacturer, the Vendor must be authorized by the Manufacturer to market, sell, provide, and service all awarded items.

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 ("State"). 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 Section 60A-1.001(2), *Florida Administrative Code* ("F.A.C.").

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 and 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 to this Contract and all services, work, materials, and supplies provided by Vendor in order to fulfill its obligations under this Contract. 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 D upon receipt of a federally funded Purchase Order. This is not a requirement of the Invitation to Bid or Contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded Purchase Orders. 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 for each Vendor, if they wish to use Federal funds for purchase or intend to request reimbursements using Federal funds.

1.11 PATENTS & ROYALTIES

The 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 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.

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 because of a disability at the bid opening 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, E-VERIFY, AND ANTI-HUMAN TRAFFICKING REQUIREMENTS

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.

The Vendor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. The Vendor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The FSA CPP, or purchaser, may terminate this Agreement immediately for cause if there is a good faith belief that the Vendor has knowingly violated Section 448.091, *Florida Statutes*.

If the Vendor anticipates entering into agreements with a subcontractor for the services and/or work contemplated under this Agreement, the Vendor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the FSA CPP, or purchaser, upon request.

In the event that the FSA CPP, or purchaser, has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Vendor has otherwise complied with its obligations hereunder, the FSA CPP, or purchaser, shall promptly notify the Vendor. The Vendor agrees to immediately terminate the agreement with the subcontractor upon notice from the FSA CPP or purchaser. Further, absent such notification from the FSA CPP or purchaser, the Vendor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Contract, the Vendor represents that no public employer has terminated a contract with the Vendor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Contract.

The Vendor certifies, by acceptance of this Contract, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Vendor agrees to execute an affidavit in a form satisfactory to FSA CPP or the purchaser in compliance with Section 787.06(13), *Florida Statutes*.

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 FSA Base Specifications shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES ("PEC") AND SCRUTINIZED COMPANIES STATEMENTS

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 a 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.

In accordance with Section 287.135, *Florida Statutes*, Bidder certifies that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Bidder and/or Vendor, if status changes after award, shall immediately notify FSA CPP and/or the purchaser. If Bidder and/or Vendor, if applicable after award, is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the FSA CPP may immediately terminate this Contract.

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. The FSA 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
- General Conditions

- Addenda to FSA Base Specifications, if issued
- FSA Base Specifications
- Bidder Instructions

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, if any, shall govern over prior formal addenda only to the extent specified. The FSA 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 notify the FSA CPP in writing of the change within 10 business days of the reassignment. If the Vendor is not already an approved FSA CPP Vendor, the alternate company is 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 10 business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the Contract. In the event of a termination of a product line (Manufacturer or brand), the purchaser shall compensate the Vendor in accordance with the Contract for all goods delivered by the Vendor prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the termination.

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 a 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 term, 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 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 Bidder's ability to satisfy the obligations of a resulting contract. The Bidder warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133, *Florida Statutes*, or on any similar list maintained by any other state or the federal government. The Bidder, by responding to this Invitation to Bid, acknowledges and warrants that, if selected, Bidder (being then considered a "Vendor") shall immediately notify the FSA CPP and purchaser(s) 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 Invitation to 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, zones 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 Bidder (or, if after award, 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 practicable after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidder's 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 businesses have qualifying drug-free work programs, the award will be made using the following criteria, in order:

- Bidder within the State of Florida; and if none, then,
- Vendors' performance record with purchasers; and if none, then
- 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 or for such period of time as is required for retaining public records pursuant to Florida law. 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 and its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three (3) 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 or purchaser(s).

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 actively registered to do business in the State of Florida on SunBiz.gov.

1.36 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.

1.37 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.

1.38 INDEPENDENT PREPARATION

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 and 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 costs 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 (10%) 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 attorneys' 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 attorneys' 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 of the 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 immediately 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 term 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 and 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 attorneys' 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 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, 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 Vendor in accordance with the Contract for all services performed by the Vendor 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 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 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.

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's 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 CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The FSA CPP logo may be used by Vendors in accordance with the policy contained in this Section 1.45. Use of the FSA CPP 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 use of the FSA CPP logo by contacting cpp@flsheriffs.org, and should include a brief description of how the Vendor intends to use it. 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 Qualifications 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.

Qualifications Packet information required for bid submission include:

- Qualification Form
    - Contact Information
    - Business Profile
    - References
    - Disqualifications & Defaults
- Compliance Attestations
    - E-Verify
    - Anti-Human Trafficking
    - Workers' Compensation
    - Drug-Free Workplace
    - Compliance with Applicable Federal, State, and Local Laws and Ordinances
    - Sunbiz
- Federal Compliance

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.

2.03 INSURANCE AND INDEMNIFICATION

Vendor shall maintain, at its sole cost and expense, the insurance coverages required by FSA and purchasers through the duration of this Contract, with limits of liability not less than the following:

- Workers' Compensation Insurance in accordance with the laws of the State of Florida.
- Comprehensive General Liability Insurance covering the Vendor's legal liability for bodily injury and property damage, contractual liability, and completed products and operation, with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate, and covering at least the following hazards:
    - Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- Automobile Liability Insurance covering the Vendor's legal liability for bodily injury and property damage in limits of not less than $1,000,000 per occurrence, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Vendor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- Garage Keepers Liability Insurance covering the Vendor's legal liability for property damage in limits of not less than $1,000,000 per occurrence.

It is understood and agreed that all insurance policies of insurance provided by the Vendor are primary coverage and non-contributory with respect to any insurance or self-insurance the FSA or purchasers possess that may apply to a loss resulting from the work performed pursuant to this Contract. All insurance policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

Vendor shall be fully liable for the actions of its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, performing work under this Contract, and shall fully indemnify and hold harmless the Florida Sheriffs Association ("FSA"), the purchasers, and each of their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees and court costs, arising from or relating to negligence, omissions, personal injury or damage to real or personal tangible property alleged to be caused in whole or in part by Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers; provided, however, that the Vendor shall not indemnify for that portion of any loss or damages resulting directly from the grossly negligent acts or omissions of the FSA or purchasers or for that portion of any loss or damages proximately caused by intentional wrongful acts or omissions of the FSA or purchasers.

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. At no time shall the Vendor be without insurance in the required amounts. No policy may be changed to provide for less coverage than is required or canceled during the term of this Contract without at least thirty (30) days' written notice to the FSA and/or purchasers, as applicable.

The Vendor must 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 to be performed by Vendor pursuant to this Contract and of all damage or injury to any person or property wherever located, resulting from any action, omission or operation by the Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, under this Contract or in connection with the work contemplated herein. It is understood and agreed that at all times the Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, are acting as independent contractors to the FSA and/or purchasers, as applicable. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between the FSA and/or purchasers and the Vendor or any of its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, or anyone directly or indirectly employed by the Vendor. The parties acknowledge that the Vendor is not an employee for state or federal tax purposes. The Vendor shall hire and pay all of Vendor's employees, agents, subcontractors or anyone directly or indirectly employed by the Vendor, all of whom at all times being entirely under the Vendor's supervision, direction and control. The Vendor shall be responsible for the means, manner, and methods by which its duties, obligations, and responsibilities under this Contract are met to the satisfaction of the FSA and/or purchasers, as applicable. The Vendor shall be responsible for every part of the work contemplated herein, and for all labor, expertise, materials, tools, appliances and property of every description, used in connection with this Contract.

The Vendor will secure and maintain policies of third-party suppliers performing work or providing services and/or materials to or for Vendor in furtherance of Vendor's performance under this Contract. All third-party supplier insurance policies must be made available to the FSA and/or purchasers upon written request. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies will not relieve the Vendor or any of its third-party suppliers of each of their liabilities and obligations under any section or provisions of this Contract. Vendor must be as fully responsible to the FSA and/or

purchasers for the acts and omissions of the third-party suppliers and of persons employed by the third-party suppliers as Vendor is for acts and omissions of persons directly employed by the Vendor.

The FSA and/or purchasers may request, and upon such request the Vendor must furnish, proof of insurance, within seven (7) calendar days of receipt of the written request once the contract times have commenced. Should the Vendor fail to provide acceptable evidence of current insurance during the Contract term, the FSA and/or purchasers, as applicable, have the right, but not obligation, to consider the Contract breached and terminate the Contract effective immediately, in the sole discretion of the FSA and/or purchasers, as applicable. If Vendor fails to have secured and maintained the required insurance, the FSA and/or purchasers has the right to consider alternate insurance coverage proffered by the Vendor, but has no obligation to do so.

The FSA and/or purchasers will give the Vendor the opportunity to take over and settle or defend any such action at Vendor's sole expense. As permitted by law and within a reasonable time period, the FSA and/or purchasers will give the Vendor written notice of an action or threatened action. Vendor will not be liable for commercially unreasonable costs, expenses or compromises incurred solely by the FSA, or purchasers, in any legal action without Vendor's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Comprehensive General liability insurance coverage, Automobile liability insurance coverage, and Garage Keeper's liability insurance coverage must 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 and for all damages to property, including tangible and intangible, per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees (including paralegal and other expert and support service fees) and the cost of appeals arising out of any such claims or suits because of any and all acts, omissions or commissions by the Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers under the Contract FSA25-VEH23.0 Heavy Trucks and Buses.*

The foregoing indemnity agreement must apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive gross 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, at all times during the full duration of work under this Contract, including any extra or additional work approved by and consented to in writing by the parties in connection with this Contract, shall meet the requirements of the foregoing provisions.

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 Vendor to comply with these provisions will result in Vendor 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 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.

2.07 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 Bidder's 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.

2.08 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

Bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for Bidders, 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 Pre-Bid 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

Items and options should reflect the most complete price and be below MSRP and, at a minimum, should cover the cost of the item or option bid.

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. 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 must be inclusive of all the components included in the FSA Base Specification.

Prices bid must include the administrative fee FSA CPP charges to administer the Contract, as outlined in these Terms and Conditions. The administrative fee is three quarters of one percent (.0075).

Prices bid must be at least cost, be Free On Board ("FOB") destination, and must include delivery to the purchaser.

Upon award, the Vendor has the authority to offer additional discounts based on prompt payment, quantity, as well as additional Manufacturer or vendor discounts.

2.11 OPTION PRICING

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders and, if awarded a contract, Vendors 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 vehicle or equipment. Options may only provide a downgrade to a Manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms and 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 as 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 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 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and option bid in accordance with Sections 2.10, 2.11, 2.12, and 2.13. Each Bidder must submit a Qualifications Packet for each bid. The bid must be received by the date and time specified on the Bid Calendar in Appendix B. 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 to round the bid pricing to the nearest whole dollar: $.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:

- Offer a price for each item bid by zone.
- Upload files as instructed in the Bid System; files requested will be .pdf.
- 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.

Option Upload
An option sheet should be submitted for each item bid. The Bid System will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA CPP contract title and number, the Bidder name, item number, make and model. Each option sheet should include:

- Option
- Description
- Manufacturer order code or identifying code
- Price
- Cost plus percent for all items not installed at the factory
- Percent below MSRP for factory installed options

Repair and Replacement Parts Upload - Optional

If a Vendor chooses to sell repair and replacement parts upon award, a parts pricing sheet should be submitted with the bid. Parts are listed by Vendor and are not tied to items bid. A template is offered in the bid system. Each pricing sheet should include:

- Category
- Description
- MSRP or List Price discount percentage
- Exceptions to discount provided
- Quantity discounts

FSA CPP may ask awarded Vendors to supply one (1) hard copy set of the bid 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 may be granted to Bidders by FSA CPP pursuant this section should any Bid System malfunctions occur.

2.13 ZONE BIDDING

Bidders may bid in one or more geographic zones. Bidders must submit pricing for each zone they wish to be evaluated. The zone map is included in Appendix A. The geographic zones are in place to assist Bidders in estimating costs of delivery, which must be included in the price bid and quoted to the purchaser.

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 respond to the Contract Signature Form with the signature of an authorized representative five (5) days prior to award.. All Terms and Conditions are applicable throughout the term of the awarded contract and are 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 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 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 Invitation to Bid. As set forth in Section 2.22, 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 and 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 and 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

The FSA CPP shall make award to the qualified, responsive and responsible Bidder(s) who submitted the lowest offer price by item, Manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, Manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider option pricing in making the award and to disqualify Bidders for proposing excessive percent(s) or option pricing.

Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

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 will 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 Invitation to Bid.

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, 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 contact person 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 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 term of this Contract, the Vendor must notify FSA immediately.

3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from the Vendor's bid or this Contract when deemed to be in the best interest of FSA and 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 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 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 ADJUSTMENT

The Terms and Conditions provide the following methods of price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer 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 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 Manufacturer Production or Design

Significant changes by the Manufacturer to the production of and specification design may 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, on behalf of FSA, 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 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 Section 319.21, *Florida Statutes*, related to the Manufacturer statement of origin apply to cab and chassis purchases apply.

Cabs and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.11 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are 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.

3.12 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, the 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 may terminate the Contract in accordance with these Terms and Conditions.

3.13 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.

3.14 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 PARTS

Vendors may sell repair and replacement parts. Parts pricing must include the administrative fee. If a Vendor wishes to offer parts under this Contract, the Vendor must provide a price list to FSA and offer a discount below MSRP or Published List Price. Bidders and/or Vendors, as applicable, may include parts pricing sheet with the bid submission or following award. Bidders and/or Vendors, as applicable, may use the template offered in the bid system. Items listed below are required for the pricing sheet:

- Description.
- MSRP or List Price discount percentage.
- Exceptions to discount provided.
- Quantity discounts.

3.16 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 ensure 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.

The Vendor should supply a confirmation of order 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 a purchaser 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. Purchase Orders should be submitted through the reporting tool provided by FSA CPP. 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.

3.17 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.

3.18 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 purchaser, 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:

1. Copy of the Purchase Order.
2. Copy of the FSA Base Specifications.
3. Copy of Manufacturer's invoice, price sheet, build sheet or other documentation that verifies what components are included on the item(s) being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. 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. All electric vehicles must be delivered with a minimum charge level of 10 percent. The purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct $0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 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. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

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.

3.19 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.

3.20 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, *Florida Statutes*.

3.23 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.

3.24 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. The quarterly report template shall be submitted using the tool 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 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.

Contract Years: October 1, 2025 – September 30, 2027

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15
Year 2 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 2 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 2 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 2 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

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" or "No deliveries this quarter" to FSA CPP by e-mail to Reports@flsheriffs.org.

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.

3.25 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the Contract. Payment of the administrative fees to the FSA CPP 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. 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

3.26 LIQUIDATED DAMAGES

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth in the applicable FSA Base Specifications 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 $25.00 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 FSA CPP, at its sole discretion, implementing Contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination of this Contract for cause pursuant to the Terms and Conditions.

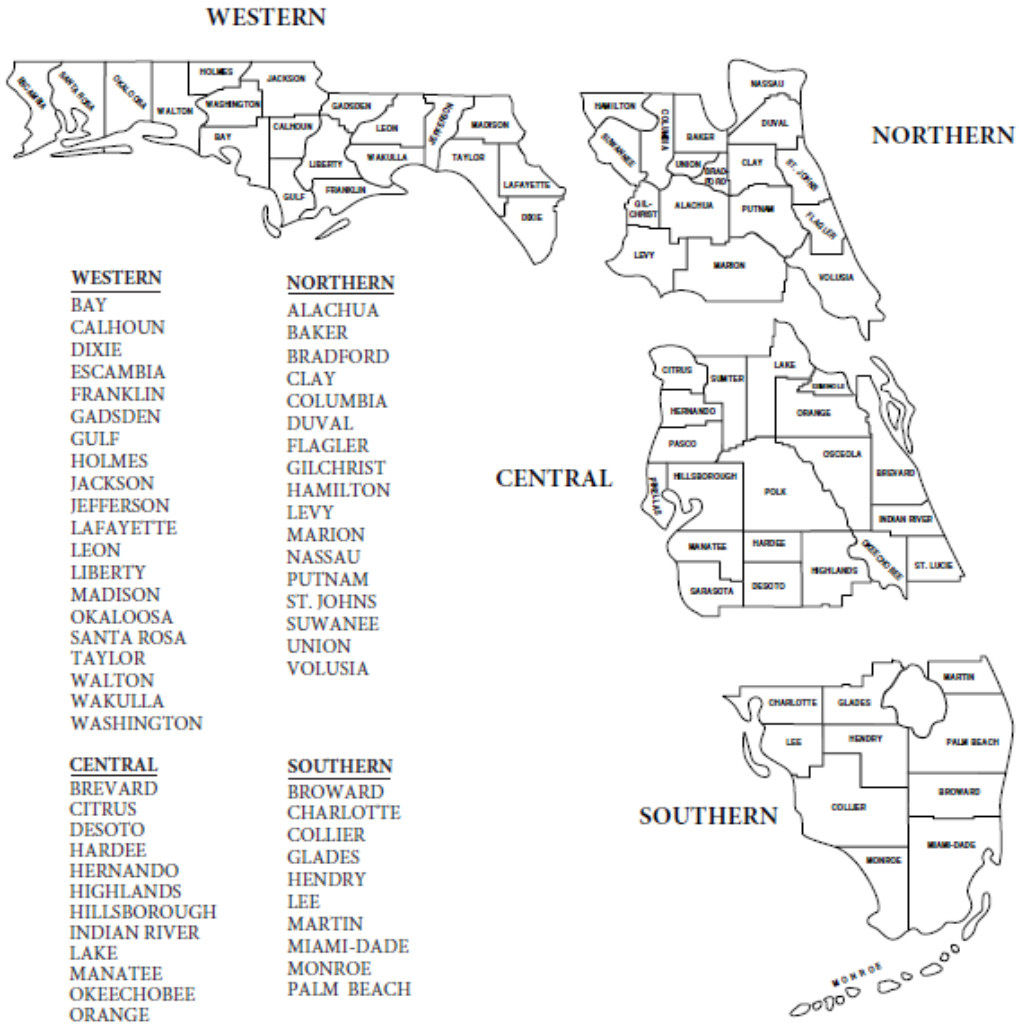
Schedule of Liquidated Damages

Failure to submit quarterly report on time	$25.00 per calendar day
Failure to submit administrative fee on time	$25.00 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the Purchase Order issue date	$100.00 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 CPP for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



WESTERN
BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

v.10_2015

Appendix B. Bid Calendar

FSA25-VEH23.0 Bid Calendar	Date
Bid Announcement	3/28/25
Voluntary Interested Bidder Workshop FSA25-VEH23.0	6/4/25
New Items & Specifications Submissions Due	6/12/25
Mandatory Pre-Bid Meeting FSA25-VEH23.0 and VendorLink Training	7/15/25
Requests for Clarifications Due to FSA	7/24/25
FSA Response to Requests for Clarifications	7/30/25
Bid System Opens	8/1/25
Cone of Silence	8/1/25-9/23/25
Bid Submissions Due	9/2/25
Bid Tabulations Posted	9/3/25
Public Bid Opening	9/3/25
Bid Evaluations	9/15/25-9/19/25
Intent To Award	9/23/25
Final Award	10/1/25

Appendix C: ACH Payments

PROTECTING, LEADING & UNITING SINCE 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive
Tallahassee, Florida 32308
p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org

TO: All Customers of the Florida Sheriffs Association

SUBJECT: Automated Payments through ACH

The Florida Sheriffs Association values the integrity of our business operations and knows that our partners do as well. As we continue to strengthen this partnership, FSA invites each company to offer payments to FSA via ACH. It is our goal to secure payments and reduce fraudulent transactions and this will be our primary method of accepting payments due to recent efforts to defraud FSA. Florida Sheriffs Association can be added to your company's list of vendors authorized to be paid via electronic payment for no additional fee.

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. The information above can be used to pay with a wire transfer as well, but 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 D: Federal Clauses

Applicability of Third-Party Contract Provisions*
(Excluding micro-purchases, as defined in 48 C.F.R. Subpart 2.1, 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 Federal Regulations ("C.F.R.") or United States Code ("U.S.C.") 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 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. 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 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of

Labor." The clause set forth in 41 C.F.R. 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 C.F.R. 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 C.F.R. 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 C.F.R. 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 C.F.R. § 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 C.F.R. 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 C.F.R. 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.

Florida Sheriffs Association Cooperative Purchasing Program Options List

Bid Number	FSA25-VEH23.0
Bid Title	Heavy Trucks and Buses
Bidder	Nextran Truck Centers
Item Make & Model	Mack TE Series
Item Number	91

Option Code	Description	Price	Installation	MSRP Discount	Cost-Plus Markup
ENGINE					
1001856	MP7 375HP with 1350 ftlbs of torque	$632.00	Factory	32.30%	
1003109	CNG Prep - 64R G with cummins L9N-G 320HP, Fuel tanks not included, base chassis upgrade	$12,220.00	Factory	32.30%	
TRANSMISSION					
1364582	Allison Transmission Retarder	$9,266.00	Factory	32.30%	
AXLES/SUSPENSIONS/GVW PACKAGES					
20F46R	66,000 GVWR package, Front 425 Tires/Front wheels steel: 22.5x12.25/Rear 11R22.5 Tires/Rear wheels steel 22.5x8.25/46,000 Mack Rear Axle/SS462 Camelback suspension	$1,617.00	Factory	32.30%	
1862428	46,000 LB. HMX EX 460 Haulmax Suspension with 46,000 LB. Mack Rear Axles	$3,977.00	Factory	32.30%	
1862428B	46,000 LB. HMX EX 460 Haulmax Suspension with 46,000 LB. Meritor Rear Axles	$3,870.00	Factory	32.30%	
1861610	46,000 LB. Mack Mride Suspension	$1,649.00	Factory	32.30%	
Single Axle	Single Axle Option (CREDIT)	-$7,200.00	Factory	32.30%	
ADDITIONAL FACTORY OPTIONS					
1442103	RH and LH Sit down, RH Drive Only	$9,352.00	Factory	32.30%	
1442100	LCF Low Profile With left hand steer	$9,670.00	Factory	32.30%	
1442102	LCF Low Profile with dual steer - Model LR64R with dual sitdown, dual steering	$10,760.00	Factory	32.30%	
1442101	LCF Low Profile with dual steer and right hand stand up - Model LR64R Standard Config.	$9,596.00	Factory	32.30%	
290A13	Fuel Tank Upgrade	$626.00	Factory	32.30%	
271210	Wheelbase Upgrade greater than 203"	$209.00	Factory	32.30%	
5RXA3X	Backup Alarm	$233.00	Factory	32.30%	
2540412	Driver Controlled Differential lock - Inter wheel Differential Lock (Both Axles)	$1,307.00	Factory	32.30%	
2931032	DAVCO 387 Fuel Filter (Fluid Heated)	$521.00	Factory	32.30%	
3180010	Battery Disconect Switch " Flaming River" with config. Light	$120.00	Factory	32.30%	
9011415	F+R (10) 315/80R22.5 M870 Bridgestone all position tires (Or Equivalent Manufacturer) on ste	$2,328.00	Factory	32.30%	
MCL2000	Dual Flat Electrical Operated & Heated Mirrors	$363.00	Factory	32.30%	
BBA-PK7	Body Builder Air lines, Factory installed for pneumatic joy stick controls	$244.00	Factory	32.30%	
8FXG1X	Drop Frame Modifications for LCF Chassis	$18,323.00	Factory	32.30%	
2LCA1X	Cab Front Corner Protection/ Reinforcement for LCF Chassis	$290.00	Factory	32.30%	
GUARD-RL	Skid Plate under Bumper + Radiator	$339.00	Factory	32.30%	
5313803	All Aluminum Wheels	$1,419.00	Factory	32.30%	
5313N1	White Powder Coat Heavy Duty Steel Wheels	$1,000.00	Factory	32.30%	
OPT-315	Rear Tires (8) 315/80R22.5 M870 Bridgestone (Or Equivalent Manufacturer), for all rear tires	$2,049.00	Factory	32.30%	
2416311	Front and Rear Disc Brakes (Includes 46,000 LB. Mride Suspension Option Code 1861610)	$5,524.00	Factory	32.30%	
BLVR-PK3	Pre Wire Video Safety System	$1,252.00	Factory	32.30%	
HLB-LED2	LED Heated Headlamps	$115.00	Factory	32.30%	
MCE0051	Double Frame	$990.00	Factory	32.30%	
5482115	Bendix Fusion 2.0 Collision Warning System	$3,845.00	Factory	32.30%	
TELMA	Telma Brake	$18,700.00	Factory	32.30%	
AUTO-LUBE	Auto Lube System	$8,250.00	Factory	32.30%	
ASCT	Air Assist Cab Tilt	$193.00	Factory	32.30%	
PTO/WETLINE/HEADRACKS/ACCESSORIES					
FEPTO-PKG	Front Engine PTO Provision (FEPTO) - Front Frame Extension (FFE330), 1350 Series Flange (1830002)	$990.00	Factory	32.30%	
EX WRAP W/ TC	Exhaust Wrap w/ Turbo Cover	$4,620.00	Vendor		0.00%
BODIES					
MFG List	We furnish bodies from, Bridgeport, E-Z Pack, Galbreath, Heil, Loadmaster, McNeilus, New Way, Pac-Mac, Palfinger, Wayne, Labrie, Leach, Galfab, Wittke and others.	REQUEST	Vendor		0.00%
NEX 20 RDA	Rigid Lift Axle: Pusher/20,000lb rating air lift to include 11R22.5 tires with steel wheels	REQUEST	Vendor		0.00%
NEX 20 SDA	Steerable Lift Axle: Pusher/20,000 rating air lift to include 11R22.5 tires with steel wheels	REQUEST	Vendor		0.00%
NEX 60 174/RP 4500	60,000 Roll off hoist and Tarp	REQUEST	Vendor		0.00%
60K AFR	60,000 Above Frame Roll Off Hoist and Tarp	REQUEST	Vendor		0.00%
NEX 20 RRL	20 - 25 CU YD Refuse Rear Loader	REQUEST	Vendor		0.00%
NEX 25 RRL	25 - 30 CU YD Refuse Rear Loader	REQUEST	Vendor		0.00%
NEX 30 RRL	30 -35 CU YD Refuse Rear Loader	REQUEST	Vendor		0.00%
NEX 45 RFL	35 - 40 CU YD Refuse Front Loader	REQUEST	Vendor		0.00%
NEX 25 RASL	25 - 35 CU YD Refuse Automated Side Loader	REQUEST	Vendor		0.00%
NEX 35 RASL	35 -40 CU YD Refuse Automated Side Loader	REQUEST	Vendor		0.00%
EXTENDED WARRANTY					
CARBCERT	CARB Certification	$3,530.00	Factory		0.00%
Warranty	Extended Warranty Options	REQUEST	Factory		
TAG/TITLE					
TRANSFER	TRANSFER EXISTING REGISTRATION (MUST PROVIDE TAG NUMBER)	REQUEST	Vendor		0.00%
NEW	NEW STATE TAG (SPECIFY STATE, COUNTY, CITY, SHERIFF, ETC.)	REQUEST	Vendor		0.00%

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 91, Mack, TE Series, TE Series

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$196,167.00	Build	Options
Northern	Primary	Nextran Truck Centers	$196,167.00	Build	Options
Central	Primary	Nextran Truck Centers	$196,167.00	Build	Options
Southern	Primary	Nextran Truck Centers	$196,167.00	Build	Options

From: Liza F. Warmuth
To: Christina M. Guy
Subject: FW: Claim Number :410601
Date: Tuesday, May 19, 2026 10:46:56 AM
Attachments: image002.png
image003.png
image004.png
image005.png
image006.png
Salvage Bid.pdf
CCC.pdf
Estimate.pdf
Authority Samp Client Title Letter.doc
Title Sample.PNG

Liza F. Warmuth
Fleet Division Head
City of Ocala Fleet & Facilities Management
1805 NE 30th Ave, Bldg. 200
Ocala, FL 34470
(352) 351-6750 Office
(352) 502-3686 Cell phone

From: Krysta Klinger <krysta.klinger@pgcs-tpa.com>
Sent: Monday, March 27, 2023 1:50 PM
To: Liza F. Warmuth <LWarmuth@Ocalafl.org>; Richard Dennis <rdennis@Ocalafl.org>
Cc: Ashley Brown <ASBrown@Ocalafl.org>
Subject: RE: Claim Number :410601

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Good afternoon,

We received the above estimate and total loss evaluation for the Refuse Electric garbage truck. The ACV is $506,840.00. Please advise if the city wishes to keep or discard this unit.

If kept for **parts only**, settlement would be $477,837.00 which is the ACV less the $25,000.00 deductible and less a proquote of $4,003.00. To issue payment, we will need the signed title and authority letter mailed to Copart for processing. A Certificate of Destruction will be retained then signed over to the city and mailed with an authority letter for further handling.

If discarded, settlement would be $481,840.00 which is the ACV less the $25,000.00 deductible. To issue payment, we would need the signed title, authority letter and the vehicle removed of

belongings, decals, license plate and equipment to process the salvage with Copart.

I recommend picking up the vehicle first when ready to secure the lot number then, I will provide the lot number for you include on the envelope to Copart when mailing in the signed title and authority letter. Please send me a copy for my file.

To complete the title:

- Print and sign your name where it states: SELLER MUST SIGN HERE

To complete the authority letter:

- Example attached
- Whomever is signing the title cannot complete the authority letter
- The state requires the original, wet ink letter for processing
- On letterhead

Copart
Attn: *pending lot number*
307 E Landstreet Rd
Orlando, FL 32824

Let me know if you have any questions.
Thank you,

Krysta Klinger
Liability Claims Specialist I
Liability Subrogation Adjuster
Preferred Governmental Claim Services
PO Box 614004
Orlando, FL 32861
Direct Line: 321-832-1422
Office: 321-832-1400
Fax: 321-397-5425
krysta.klinger@pgcs-tpa.com

No trees were harmed in the sending of this message. However, a large number of electrons were inconvenienced.
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From: Krysta Klinger
Sent: Wednesday, February 22, 2023 2:38 PM
To: Liza F. Warmuth <LWarmuth@Ocalafl.org>; Richard Dennis <rdennis@Ocalafl.org>
Cc: Ashley Brown <ASBrown@Ocalafl.org>
Subject: RE: Claim Number :410601

Hi, Liza –

Thank you!! I'll send this to CCC as requested.
Have a wonderful day,

Krysta Klinger
Liability Claims Specialist I
Liability Subrogation Adjuster
Preferred Governmental Claim Services
PO Box 614004
Orlando, FL 32861
Direct Line: 321-832-1422
Office: 321-832-1400
Fax: 321-397-5425
krysta.klinger@pgcs-tpa.com

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From: Liza F. Warmuth <LWarmuth@Ocalafl.org>
Sent: Wednesday, February 22, 2023 2:21 PM
To: Richard Dennis <rdennis@Ocalafl.org>; Krysta Klinger <krysta.klinger@pgcs-tpa.com>
Cc: Ashley Brown <ASBrown@Ocalafl.org>
Subject: RE: Claim Number :410601

[External]

Good afternoon,

Attached is build sheet and original invoice, please let us know if you need anything further.

Best regards,

Liza F. Warmuth
Division Head
City of Ocala Fleet Management Department
1805 NE 30TH Avenue, Building 200
Ocala, FL 34470
Office (352) 351-6750
Cell Phone (352) 502-3686

From: Richard Dennis <rdennis@Ocalafl.org>
Sent: Wednesday, February 22, 2023 8:03 AM
To: Krysta Klinger <krysta.klinger@pgcs-tpa.com>; Liza F. Warmuth <LWarmuth@Ocalafl.org>
Cc: Ashley Brown <ASBrown@Ocalafl.org>
Subject: RE: Claim Number :410601

Liza, can you provide the below requested information? (Build sheet and place of purchase). Thanks

Richard Dennis
City of Ocala Risk Manager
Office 352-401-3989
Mobile 352-572-0414
RDennis@OcalaFL.org

From: Krysta Klinger <krysta.klinger@pgcs-tpa.com>
Sent: Tuesday, February 21, 2023 5:16 PM
To: Richard Dennis <rdennis@Ocalafl.org>; Liza F. Warmuth <LWarmuth@Ocalafl.org>
Cc: Ashley Brown <ASBrown@Ocalafl.org>
Subject: FW: Claim Number :410601

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Good afternoon, Richard –

Please see below e-mail from CCC and kindly forward when available.

Thank you!

Krysta Klinger
Liability Claims Specialist I
Liability Subrogation Adjuster
Preferred Governmental Claim Services
PO Box 614004
Orlando, FL 32861

Direct Line: 321-832-1422
Office: 321-832-1400
Fax: 321-397-5425
krysta.klinger@pgcs-tpa.com

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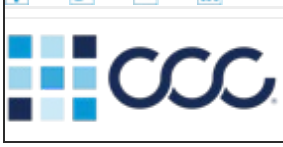
From: Christine Rederth <crederth@cccis.com>
Sent: Tuesday, February 21, 2023 5:12 PM
To: Krysta Klinger <krysta.klinger@pgcs-tpa.com>
Subject: Claim Number :410601

[External]

Good Afternoon Krysta,
In regards to CCC request 111734170 on the 2021 BYD Coach Garbage truck. I was wondering if you could please send us the buildsheet and the place of purchase on the loss? We will need this information to move forward with the valuation. Please let me know if you have any questions.

Thank you,

CHRISTINE REDERTH
Sr. Valuator, Commercial & Recreational Vehicles
CCC Intelligent Solutions
1-800-621-8070 EXT 8069
crederth@cccis.com
www.cccis.com



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Please be advised that any and all information, comments, analysis, and/or recommendations set forth above relative to the possible impact of COVID-19 on potential insurance coverage or other policy implications are intended solely for informational purposes and should not be relied upon as legal advice. The positions expressed herein are opinions only and are not to be construed as any form of guarantee or warranty. Therefore, all claims should be submitted for evaluation. Finally, given the extremely dynamic and rapidly evolving COVID-19 situation, comments above do not take into account any applicable pending or future legislation introduced with the intent to override, alter or amend current policy language.

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Southern Sewer

Mr. Bryan Sapp
Nextran Truck Center
328 Southwest Ring Court
Lake City, FL 32025
Email: Bsapp@nextranusa.com

April 28, 2026

Bryan:

Southern Sewer Equipment Sales appreciates the opportunity to provide the City of Ocala with a quote for a New Way Sidewinder 31-yard refuse body to be mounted on your suitable chassis. Please review the attached equipment list.

Total Price for a New Way Sidewinder Refuse Body with City of Ocala Option Package: $199,175.00*

Pricing based on current market conditions and chassis arrival before November 30, 2026. Does not include unforeseen changes due to volatile market fluctuations and/or material surcharges. These prices do not include any contract fees. Quote is valid for 30 days.

Minimum Chassis Requirements:
Clear Usable 194" CT
72" After Frame
66,000 lb. GVWR, ***Tires must meet Florida DOT GVWR requirements***
Clear Left Rail 50"
Clear Right Rail 85"
Mack Layout Code: MBP3038

This price does include delivery to a Florida location. Anticipated delivery time should be 150-180 days after receipt of chassis and order. Please have your chassis shipped to New Way in Booneville, MS.

Please feel free to contact Bill Stinson at (772) 216-2173, if you have any questions.

Sincerely,

Jenny Mitchem

Jenny Mitchem
Assistant General Manager

EQUIPMENT LIST
City of Ocala
April 28, 2026

New Way Sidewinder

31 Cubic Yard Body Capacity
Pack On the Go
Multi Cycle Packer
Front Mount, Tandem Vane Pump
Twin 14.5" x 7" Clean Out Doors
Chrome Cylinder Rods with Scrapers
Side-Access Door to Hopper
Nitro Carbonite Single Hoist Cylinder
Sight Gauge on Reservoir Tank
High Grade Hydraulic Fluid
Quick Disconnect Port for Pressure Gauge
Reinforced, Frame Mounted Arm – 1,000 lb. Lift Capacity
In-Line Heavy Duty Grippers
Sealed Roller Bearings on Packer Follower Panels
Hydraulic Hopper Cover
Hopper Access Ladder
Ergonomic In-Cab Control Panel and Joystick
Positive Automatic Tailgate Lock
Smooth Body Sidewall Design
Acrylic Urethane Enamel Single Color Paint on Body
ARM Powder Coat New Way Safety Yellow
Rear Vision Camera System, Dual Cameras
Back Up Alarm
Body Ajar Alarm
Tailgate Ajar Alarm
Hour Meter
"Arm Stowed" Indicator
Home Position Arm Lock
LED Body Lights
LED Work Lights: 1 in Hopper, 1 Curbside Toward Arm
Strobe Light Package (Mounted Upper Tailgate)
Strobe Light, Surface Mount

10 lb. Fire Extinguisher
Triangle Kit
1 Year Body, Arm & Hydraulic Warranty
2 Year Cylinder Warranty

City of Ocala Option Package:

Steel Options:
Severe Refuse Package: .188 AR Hopper Floor & Side Liner, Forward Panel of Body Side Wall .188 AR450, Body Floor Liner .188 AR450 36" into Body, Chromium Overlay on Packer Guide Rails
Partial Hopper Wind Deflector
Aluminum Bulkhead Cover

Lighting Options:
LED Mid Body Back up Lights, 2 Lights
Integrated Strobe System: 2 Round Lights, Location: Front of Body Bulkhead

Camera Options:
Upgrade Camera System: Safety Vision Triple Cameras, Locations: Rear, Hopper & Arm

Hydraulic Options:
Quick Disconnect Pressure Gauge
Electronic Filter By – Pass Shutdown

Miscellaneous Options:
Arm Spill Shield
Front Cylinder Splash Shield
(2) Cleanout Chute Extensions
Shovel/Broom Rack
Manual Auto Pack Button (Override)
Arm Controls Keypad Under Seat
Back up Alarm Upgrade to 102dB

Outlook

Mack EPA Engine Change

From Bryan Sapp <bsapp@nextranusa.com>
Date Wed 5/27/2026 8:45 AM
To John King <jking@ocalafl.gov>
Cc Liza F. Warmuth <lwarmuth@ocalafl.gov>

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Mr. King,

Per our conversation, Mack Trucks will discontinue the 11 liter, MP7 engine platform January 1, 2027. This is due to the new EPA emissions regulations that take effect on the same date. Mack has chosen to use the new Cummins 10 liter engine platform. Mack estimates the new platform to add an additional $20k to $25k to the cost, but as of today they have made no official announcement. Additionally, the new engine platform is not listed on the current Florida Sheriffs Bid. We are working with Mack to establish actually pricing and will have it added to the FSA Bid for Oct 1, 2026. Mack has made us aware that may be chassis available with the current engine and emissions platform later this year on a first come first serve bases. This chassis will be at current Florida Sheriffs Bid pricing, a considerable discount compared to the anticipated 2027 / 2028 FSA bid.

Please call me if you have any questions or if you need further clarfications.

Thank You

NEXTRAN TRUCK CENTERS

NextranUSA.com

BRYAN SAPP

Sales Consultant

386.623.0705
328 SW Ring Ct
Lake City, FL 32025

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File #: BR-2026-143 Agenda Item #: 10d.

Submitted By: Christina Guy

Presentation By: John King

Department: Fleet

FORMAL TITLE:
Budget Resolution 2026-143 to amend the Fiscal Year 2025-26 budget to transfer funds from the General Liability Claims fund for the purchase of one refuse vehicle for the Public Works Department in the amount of $477,837

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Vehicle 06-273 was removed from service following an incident that resulted in a total loss. It was determined that the cost to repair the vehicle would exceed its replacement value, making it impractical to restore.

FINDINGS AND CONCLUSIONS:
Staff recommends replacing vehicle 06-273 to support the Public Works operations. Insurance proceeds in the amount of $477,837 will be utilized to facilitate the purchase from Nextran Truck Centers under the Florida Sheriffs Association Contract No. FSA25-VEH23.0.

FISCAL IMPACT:
The City's General Liability Claims Reserves Fund (626-099-999-590-81-45020) has approved $477,837 for this purchase, which will be allocated to account 453-023-602-534-66-64010 - Public Works Sanitation Machinery & Equipment. Out of this total, $432,521 will be specifically used for the purchase, while $45,316 is reserved for future equipment needs.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

-

BUDGET RESOLUTION 2026-143

A RESOLUTION TO AMEND THE FISCAL YEAR 2025-26 BUDGET TO SUPPORT THE REPLACEMENT OF ONE REFUSE VEHICLE APPRAISED AT A TOTAL LOSS AND TRANSFER FUNDS FROM THE GENERAL LIABILITY CLAIMS FUND TO THE PUBLIC WORKS SANITATION FUND IN THE AMOUNT OF $477,837

WHEREAS, city vehicle 06-273 was appraised as a total loss due to a major incident; and

WHEREAS, the total replacement cost is $432,521; and

WHEREAS, the General Liability Claims fund approved $477,837 towards the purchase; and

WHEREAS, the remaining $45,316 will be used towards the purchase of future equipment; and

WHEREAS, the purchase will be made under the Florida Sheriffs Association Contract No. FSA25-VEH23.0 pricing.

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:

626-099-999-590-81-45020	General Liability Fund - Insurance Claims Exp	($477,837)
453-381-000-000-19-38626	Trf In - Genl Liab Claims Fund	$477,837

USE:

626-099-999-590-81-91453	General Liab Fund - Trf to Sanitation Fund	$477,837
453-023-602-534-66-64010	PW Sanitation - Machinery & Equipment	$477,837

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

Buyer's Order

Nextran Truck Centers - Ocala
7398 NW 44th Avenue
Ocala, FL 34482
352-547-1275

Salesperson: Bryan Sapp
Date: 5.19.26

CUSTOMER INFORMATION

Name:	City of Ocala						
Address:	1805 NE 30th Ave					Phone:	-
City:	Ocala	State:	FL	Zip Code:	34470	County:	Marion

TRUCK INFORMATION

Quantity	Year	Make	Model	VIN #
1	2028	Mack	LR 64R	TBA
			2nd VIN	-
			3rd VIN	-
			4th VIN	-
			5th VIN	-

See Addendum for Additional VIN #

Body Details

Year	Make	Model	SERIAL #
2027	Newway	Sidewinder	
-	-	-	-
		2nd Serial #	-
		3rd Serial #	-
		4th Serial #	-
		5th Serial #	-

FSA Specification

Order Code	Option	Price	Order Code	Option	Price
1442102	LR, Dual drive	$ 10,760.00			
271210	Wheelbase upgrade	$ 209.00			
0		$ -			
GUARD - RL	Skid plate	$ 339.00			
5313803	Aluminum wheels	$ 1,419.00			
MCE0015	double frame	$ 990.00			
	BID OPTIONS	$ 13,717.00			
	Current Base chassis bid	$ 196,167.00			
	Newway Sidewinder ASL	$199,175			
	Antisipated EPA Emissions/Engine	$ 23,462.00			
	Total	$ 432,521.00			
					$ -

IN ACCORDANCE WITH FLORIDA SHERIFFS STATE BID NO. FSA 25-VEH23.0 Item 91, Mack TE Series

TRADE INFORMATION

Year	Make	Model	Body	VIN#	Trade-In Value	Payoff
-	-	-	-	-	$ -	$ -
-	-	-	-	-	$ -	$ -
-	-	-	-	-	$ -	$ -
-	-	-	-	-	$ -	$ -

FSA TRUCK SPECIFICATION

Price below reflects per unit

	ALL TRUCKS	Locals and Comments
Total Selling Price	$ 432,521.00	This is a budget price based on an EPA mandated engine and
Extended Warranty	$ -	emissions change that will take effect Jan. 1, 2027 for 2028
APU	$ -	year model chassis.
Premium Maint. Plan	$ -	-
Subtotal	$ 432,521.00	This engine / emissions package is not available on the curren
Disposal/Temp Tags	$ -	FSA bid. It will be a line item on the next FSA Bid that will take
Tire Tax Credit	$ -	effect Oct. 1st of 2026
Tag and Title	$ -	-
Miscellaneous	$ -	
County Surtax	$ -	-
Total before Down Pmt	$ 432,521.00	-
Down Payment	$ -	-
Total Price ALL	**$ 432,521.00**	-

I have read and understand the above. It is intended by my signature hereon that this be a binding, enforceable sales agreement.
I further understand that the terms and conditions that follow are a true and integral part of this agreement.

_____ _____
Purchaser's Signature ***Date***

_____ _____
Accepted by Nextran Truck Centers ***Date***

This agreement shall not be binding on Nextran Truck Centers until accepted by the General Manager.

TERMS AND CONDITIONS

1. Acceptance. The purchaser identified on the first page hereof ("**Purchaser**") and Nextran Corporation, a Florida corporation d/b/a Nextran Truck Centers ("**Dealer**") hereby agree that these Terms and Conditions are incorporated into, and constitute an integral part of, the Sales Agreement governing Purchaser's purchase of motor vehicles from Dealer as more particularly described on the first page hereof.

2. Purchaser's Payment of Charges. Purchaser shall pay all charges arising out of or associated with this Agreement, whether correctly stated on page one of this Sales Agreement or otherwise, including without limitation all tag, license, tire, battery and lien fees, and all federal, state and local taxes. Purchaser shall pay all amounts required to pay off and satisfy in full all liens on Purchaser's trade-in vehicle(s), as may be required by any such lien holder, regardless of whether the lien holder has quoted the wrong amount, the payoff amount has changed since the date of any such quote, or Purchaser has failed to disclose all lien holders on such vehicle(s). If Purchaser chooses to pay any portion of the purchase price by using a bank or credit card, Purchaser shall pay all charges associated with the use of such card imposed on Dealer and shall promptly reimburse Dealer upon demand for any such costs arising after the consummation of any sale.

3. Deposit. Upon the execution of this Sales Agreement, Purchaser shall pay to Dealer a non-refundable deposit in the amount set forth on the first page of this Sales Agreement. If Dealer fails to deliver the motor vehicle(s) as contemplated herein, Purchaser's sole remedy against Dealer shall be a return of the deposit as liquidated damages in full settlement of any and all claims relating to this Sales Agreement, and Purchaser hereby waives any claims to the contrary. If Purchaser fails to pay the balance of the Selling Price, fails to take delivery of the motor vehicle for any reason or otherwise breaches its obligations under this Sales Agreement, Dealer shall be entitled to retain the entire deposit as liquidated damages in full settlement of any and all related claims. Purchaser and Dealer acknowledge that their actual damages arising out of any breach of this Sales Agreement would be difficult or impossible to calculate with specificity and that the foregoing treatment of the deposit constitutes mutually bargained liquidated damages and not a penalty.

4. Commercially Reasonable Efforts. Dealer shall use all commercially reasonable efforts to make prompt delivery of the motor vehicle(s) contemplated hereby. However, Purchaser acknowledges and agrees that time is not of the essence with respect to the transactions contemplated in this Sales Agreement.

5. Warranties. DEALER MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THE MANUFACTURER'S WARRANTY ON NEW MOTOR VEHICLES. ALL USED MOTOR VEHICLES ARE **SOLD BY PURCHASER "AS IS, WITHOUT WARRANTY," EITHER EXPRESS OR IMPLIED. DEALER SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE MOTOR VEHICLE(S) SOLD UNDER THIS SALES AGREEMENT, ALL OF WHICH PURCHASER HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW.** Purchaser acknowledges that no person is authorized to make any representations or warranties to the contrary, whether oral or written. _____ ***(Initials of Purchaser)***

6. Limitation of Liability; Waiver of Claims. Purchaser shall have the right to fully inspect the motor vehicles sold under this Sales Agreement at the time of delivery. Dealer shall not be liable for, and Purchaser's acceptance of such motor vehicle constitutes Purchaser's waiver of, any and all claims, causes of action, losses and damages arising out of Dealer's sale of the motor vehicle to Purchaser, including without limitation any and all actual, incidental or consequential damages arising out of: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications; e) modifications to the motor vehicle performed by others; and f) defects in design, materials or workmanship, in each case with respect to the motor vehicles purchased by Purchaser pursuant to this Sales Agreement.

Purchaser shall indemnify, defend and hold Dealer and its affiliated companies and their officers, agents, and employees harmless from and against all loss, liability and expense, including reasonable attorneys' fees, by reason of bodily injury including death, and property damage, sustained by any persons including but not limited to the officers, agents and employees of Purchaser, as a result of the maintenance, use, operation, servicing, transportation, defect in or failure of such motor vehicles, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of Dealer, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence. Purchaser acknowledges that this waiver constitutes a material inducement for Dealer to consummate the transactions contemplated in this Sales Agreement and is subject to no exceptions.

7. Modifications by Others. Purchaser acknowledges that any requested modifications to the motor vehicles subject to this Sales Agreement to be performed by others are Purchaser's sole responsibility, and Purchaser shall pay Dealer for the cost of such modifications, regardless of whether Purchaser takes delivery of the vehicle. Dealer is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.

8. Trade-in Allowance. The trade-in allowance set forth on page one of this Sales Agreement is based upon an appraisal by Dealer of the trade-in described herein in its present mechanical condition and with the equipment and attachments described on Dealer's appraisal sheet. Such trade-in shall be subject to reappraisal at the time of delivery of the motor vehicle to be sold hereunder. Purchaser shall be liable for any differences in the trade-in allowance due to changes in mechanical condition, equipment or attachments.

9. Entire Agreement. This Sales Agreement constitutes the complete and exclusive statement of the terms of the agreement between Purchaser and Dealer concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions of the parties, whether written or oral. No modification, course of conduct, amendment, supplement to or waiver of this Sales Agreement shall be binding unless made in writing and signed by both Purchaser and Dealer.

10. Assignment. This Sales Agreement may not be assigned by Purchaser without Dealer's prior written consent, and any attempted assignment by Purchaser shall be null and void. Subject to the foregoing, this Sales Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, permitted assigns and legal representatives. There are no third party beneficiaries of this Sales Agreement.

11. Governing Law; Consent to Jurisdiction; Waiver of Right to Trial by Jury. This Sales Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida, without giving effect to the conflict of laws principles thereof. Venue for any litigation, legal action or other proceedings arising out of or relating to this Sales Agreement shall lie solely in the courts of the State of Florida located in Dade County, Florida. Purchaser and Dealer (a) agree that such courts shall have exclusive jurisdiction over any matters arising out of or related to this Sales Agreement and (b) hereby waive any and all claims to the effect that any of such courts constitutes an inconvenient forum. The parties hereby irrevocably and unconditionally waive any right they may have to a trial by jury in any suit, action, proceeding, or counterclaim arising out of or relating to this SALES Agreement.

12. Miscellaneous. Risk of loss shall pass to the Purchaser upon delivery of the motor vehicle sold under this Sales Agreement. A facsimile of this Sales Agreement shall have the same legal effect as an original hereof. In the event of any litigation arising out of this Sales Agreement, the non-prevailing party shall reimburse the prevailing party for the reasonable attorneys' fees and other expenses incurred by the prevailing party in connection therewith.

By: _____

(Purchaser Signature)

FSA Cooperative Purchasing Program

Contract Terms and Conditions

FSA25-VEH23.0: Heavy Trucks and Buses

1038

Florida Sheriffs Association

Cooperative Purchasing Program

Contract Terms and Conditions

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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 (each a "Bidder" and together, "Bidders"), to submit responses in accordance with this solicitation document for Bid FSA25-VEH23.0 Heavy Trucks and Buses. 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/or manufacturers' authorized dealers for contract terms specified under Section 1.03 for the purchase of on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contract FSA25-VEH23.0 Heavy Trucks and Buses ("Contract" or "Agreement") shall remain in effect for two years 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 this Contract begins October 1, 2025, and ends September 30, 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 and the provisions contained herein shall be governed by and interpreted and construed in accordance with the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall lie in the appropriate court in and for Leon County, Florida.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, *Florida Statutes*, exempts the sheriffs' offices from the provisions of the Florida Statutes that would otherwise require sealed and competitive bidding procedures "concerning the purchase and procurement of supplies and equipment, selection of personnel, and the hiring, firing, and setting of salaries of such personnel".

The Offices of the Sheriff are 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 a contract must be appropriated by the Florida Legislature, the individual purchaser or the purchaser's appropriating authority for each fiscal year included within the contract period. For such purchasers, their performances and obligations to pay for products or services under any resulting contract or Purchase Order, including this Contract, are contingent upon such an annual appropriation by the Legislature, individual purchaser or by the appropriating authority. Therefore, any contract or Purchase Order, including this Contract, with such a purchaser 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 Dollars.

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 these 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 include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.

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 produced 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 but is not responsible for final awards.

H. Florida Sheriffs Association Cooperative Purchasing Program ("FSA CPP"): The entity that administers the Invitation to Bid and contract administration functions for the resulting contract(s).

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 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. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
    c. Manufacturer's Annual U.S. Price Book
    d. 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. Vehicle Manufacturers use this term when referring to any given model year for production.

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: An entity that seeks to obtain items awarded on this Contract by meeting the eligible user criteria.

R. Qualifications Packet: This packet containing the required forms, attestations, authorizations, and organizational information needed by Bidders to qualify.

S. Terms and Conditions: This document, which serves as the governing Invitation to Bid and Contract for the identified FSA CPP Invitation to Bid and resulting contract(s). Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a Qualifications Packet during the bid process indicating they agree to comply with the Terms and Conditions, and that this will serve as the

Contract for both parties, should the Bidder(s) receive award. Bidder must respond to the Contract Signature Form affirming acceptance of the Terms and Conditions, which will serve as the Contract for both parties, should the Bidder receive an award.

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 and/or subcontractors under the direction and responsibility of the Bidder or Vendor.

U. Vendor: The Bidder(s) that receive award, who agree to provide the contract items that meet the requirements of this ITB and FSA Base Specifications of the Contract. The Vendor must agree to the Terms and Conditions, which will serve as the governing Contract. If the Vendor is not the Manufacturer, the Vendor must be authorized by the Manufacturer to market, sell, provide, and service all awarded items.

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 ("State"). 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 Section 60A-1.001(2), *Florida Administrative Code* ("F.A.C.").

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 and 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 to this Contract and all services, work, materials, and supplies provided by Vendor in order to fulfill its obligations under this Contract. 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 D upon receipt of a federally funded Purchase Order. This is not a requirement of the Invitation to Bid or Contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded Purchase Orders. 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 for each Vendor, if they wish to use Federal funds for purchase or intend to request reimbursements using Federal funds.

1.11 PATENTS & ROYALTIES

The 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 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.

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 because of a disability at the bid opening 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, E-VERIFY, AND ANTI-HUMAN TRAFFICKING REQUIREMENTS

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.

The Vendor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. The Vendor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The FSA CPP, or purchaser, may terminate this Agreement immediately for cause if there is a good faith belief that the Vendor has knowingly violated Section 448.091, *Florida Statutes*.

If the Vendor anticipates entering into agreements with a subcontractor for the services and/or work contemplated under this Agreement, the Vendor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the FSA CPP, or purchaser, upon request.

In the event that the FSA CPP, or purchaser, has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Vendor has otherwise complied with its obligations hereunder, the FSA CPP, or purchaser, shall promptly notify the Vendor. The Vendor agrees to immediately terminate the agreement with the subcontractor upon notice from the FSA CPP or purchaser. Further, absent such notification from the FSA CPP or purchaser, the Vendor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Contract, the Vendor represents that no public employer has terminated a contract with the Vendor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Contract.

The Vendor certifies, by acceptance of this Contract, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Vendor agrees to execute an affidavit in a form satisfactory to FSA CPP or the purchaser in compliance with Section 787.06(13), *Florida Statutes*.

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 FSA Base Specifications shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES ("PEC") AND SCRUTINIZED COMPANIES STATEMENTS

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 a 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.

In accordance with Section 287.135, *Florida Statutes*, Bidder certifies that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Bidder and/or Vendor, if status changes after award, shall immediately notify FSA CPP and/or the purchaser. If Bidder and/or Vendor, if applicable after award, is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the FSA CPP may immediately terminate this Contract.

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. The FSA 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
- General Conditions

- Addenda to FSA Base Specifications, if issued
- FSA Base Specifications
- Bidder Instructions

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, if any, shall govern over prior formal addenda only to the extent specified. The FSA 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 notify the FSA CPP in writing of the change within 10 business days of the reassignment. If the Vendor is not already an approved FSA CPP Vendor, the alternate company is 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 10 business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the Contract. In the event of a termination of a product line (Manufacturer or brand), the purchaser shall compensate the Vendor in accordance with the Contract for all goods delivered by the Vendor prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the termination.

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 a 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 term, 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 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 Bidder's ability to satisfy the obligations of a resulting contract. The Bidder warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133, *Florida Statutes*, or on any similar list maintained by any other state or the federal government. The Bidder, by responding to this Invitation to Bid, acknowledges and warrants that, if selected, Bidder (being then considered a "Vendor") shall immediately notify the FSA CPP and purchaser(s) 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 Invitation to 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, zones 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 Bidder (or, if after award, 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 practicable after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidder's 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 businesses have qualifying drug-free work programs, the award will be made using the following criteria, in order:

- Bidder within the State of Florida; and if none, then,
- Vendors' performance record with purchasers; and if none, then
- 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 or for such period of time as is required for retaining public records pursuant to Florida law. 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 and its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three (3) 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 or purchaser(s).

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 actively registered to do business in the State of Florida on SunBiz.gov.

1.36 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.

1.37 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.

1.38 INDEPENDENT PREPARATION

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 and 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 costs 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 (10%) 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 attorneys' 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 attorneys' 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 of the 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 immediately 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 term 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 and 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 attorneys' 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 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, 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 Vendor in accordance with the Contract for all services performed by the Vendor 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 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 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.

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's 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 CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The FSA CPP logo may be used by Vendors in accordance with the policy contained in this Section 1.45. Use of the FSA CPP 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 use of the FSA CPP logo by contacting cpp@flsheriffs.org, and should include a brief description of how the Vendor intends to use it. 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 Qualifications 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.

Qualifications Packet information required for bid submission include:

- Qualification Form
  - Contact Information
  - Business Profile
  - References
  - Disqualifications & Defaults
- Compliance Attestations
  - E-Verify
  - Anti-Human Trafficking
  - Workers' Compensation
  - Drug-Free Workplace
  - Compliance with Applicable Federal, State, and Local Laws and Ordinances
  - Sunbiz
- Federal Compliance

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.

2.03 INSURANCE AND INDEMNIFICATION

Vendor shall maintain, at its sole cost and expense, the insurance coverages required by FSA and purchasers through the duration of this Contract, with limits of liability not less than the following:

- Workers' Compensation Insurance in accordance with the laws of the State of Florida.
- Comprehensive General Liability Insurance covering the Vendor's legal liability for bodily injury and property damage, contractual liability, and completed products and operation, with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate, and covering at least the following hazards:
  - Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- Automobile Liability Insurance covering the Vendor's legal liability for bodily injury and property damage in limits of not less than $1,000,000 per occurrence, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Vendor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- Garage Keepers Liability Insurance covering the Vendor's legal liability for property damage in limits of not less than $1,000,000 per occurrence.

It is understood and agreed that all insurance policies of insurance provided by the Vendor are primary coverage and non-contributory with respect to any insurance or self-insurance the FSA or purchasers possess that may apply to a loss resulting from the work performed pursuant to this Contract. All insurance policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

Vendor shall be fully liable for the actions of its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, performing work under this Contract, and shall fully indemnify and hold harmless the Florida Sheriffs Association ("FSA"), the purchasers, and each of their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees and court costs, arising from or relating to negligence, omissions, personal injury or damage to real or personal tangible property alleged to be caused in whole or in part by Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers; provided, however, that the Vendor shall not indemnify for that portion of any loss or damages resulting directly from the grossly negligent acts or omissions of the FSA or purchasers or for that portion of any loss or damages proximately caused by intentional wrongful acts or omissions of the FSA or purchasers.

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. At no time shall the Vendor be without insurance in the required amounts. No policy may be changed to provide for less coverage than is required or canceled during the term of this Contract without at least thirty (30) days' written notice to the FSA and/or purchasers, as applicable.

The Vendor must 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 to be performed by Vendor pursuant to this Contract and of all damage or injury to any person or property wherever located, resulting from any action, omission or operation by the Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, under this Contract or in connection with the work contemplated herein. It is understood and agreed that at all times the Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, are acting as independent contractors to the FSA and/or purchasers, as applicable. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between the FSA and/or purchasers and the Vendor or any of its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, or anyone directly or indirectly employed by the Vendor. The parties acknowledge that the Vendor is not an employee for state or federal tax purposes. The Vendor shall hire and pay all of Vendor's employees, agents, subcontractors or anyone directly or indirectly employed by the Vendor, all of whom at all times being entirely under the Vendor's supervision, direction and control. The Vendor shall be responsible for the means, manner, and methods by which its duties, obligations, and responsibilities under this Contract are met to the satisfaction of the FSA and/or purchasers, as applicable. The Vendor shall be responsible for every part of the work contemplated herein, and for all labor, expertise, materials, tools, appliances and property of every description, used in connection with this Contract.

The Vendor will secure and maintain policies of third-party suppliers performing work or providing services and/or materials to or for Vendor in furtherance of Vendor's performance under this Contract. All third-party supplier insurance policies must be made available to the FSA and/or purchasers upon written request. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies will not relieve the Vendor or any of its third-party suppliers of each of their liabilities and obligations under any section or provisions of this Contract. Vendor must be as fully responsible to the FSA and/or

purchasers for the acts and omissions of the third-party suppliers and of persons employed by the third-party suppliers as Vendor is for acts and omissions of persons directly employed by the Vendor.

The FSA and/or purchasers may request, and upon such request the Vendor must furnish, proof of insurance, within seven (7) calendar days of receipt of the written request once the contract times have commenced. Should the Vendor fail to provide acceptable evidence of current insurance during the Contract term, the FSA and/or purchasers, as applicable, have the right, but not obligation, to consider the Contract breached and terminate the Contract effective immediately, in the sole discretion of the FSA and/or purchasers, as applicable. If Vendor fails to have secured and maintained the required insurance, the FSA and/or purchasers has the right to consider alternate insurance coverage proffered by the Vendor, but has no obligation to do so.

The FSA and/or purchasers will give the Vendor the opportunity to take over and settle or defend any such action at Vendor's sole expense. As permitted by law and within a reasonable time period, the FSA and/or purchasers will give the Vendor written notice of an action or threatened action. Vendor will not be liable for commercially unreasonable costs, expenses or compromises incurred solely by the FSA, or purchasers, in any legal action without Vendor's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Comprehensive General liability insurance coverage, Automobile liability insurance coverage, and Garage Keeper's liability insurance coverage must 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 and for all damages to property, including tangible and intangible, per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees (including paralegal and other expert and support service fees) and the cost of appeals arising out of any such claims or suits because of any and all acts, omissions or commissions by the Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers under the Contract FSA25-VEH23.0 Heavy Trucks and Buses.*

The foregoing indemnity agreement must apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive gross 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, at all times during the full duration of work under this Contract, including any extra or additional work approved by and consented to in writing by the parties in connection with this Contract, shall meet the requirements of the foregoing provisions.

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 Vendor to comply with these provisions will result in Vendor 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 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.

2.07 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 Bidder's 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.

2.08 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

Bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for Bidders, 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 Pre-Bid 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

Items and options should reflect the most complete price and be below MSRP and, at a minimum, should cover the cost of the item or option bid.

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. 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 must be inclusive of all the components included in the FSA Base Specification.

Prices bid must include the administrative fee FSA CPP charges to administer the Contract, as outlined in these Terms and Conditions. The administrative fee is three quarters of one percent (.0075).

Prices bid must be at least cost, be Free On Board ("FOB") destination, and must include delivery to the purchaser.

Upon award, the Vendor has the authority to offer additional discounts based on prompt payment, quantity, as well as additional Manufacturer or vendor discounts.

2.11 OPTION PRICING

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders and, if awarded a contract, Vendors 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 vehicle or equipment. Options may only provide a downgrade to a Manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms and 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 as 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 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 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and option bid in accordance with Sections 2.10, 2.11, 2.12, and 2.13. Each Bidder must submit a Qualifications Packet for each bid. The bid must be received by the date and time specified on the Bid Calendar in Appendix B. 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 to round the bid pricing to the nearest whole dollar: $.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:

- Offer a price for each item bid by zone.
- Upload files as instructed in the Bid System; files requested will be .pdf.
- 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.

Option Upload
An option sheet should be submitted for each item bid. The Bid System will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA CPP contract title and number, the Bidder name, item number, make and model. Each option sheet should include:

- Option
- Description
- Manufacturer order code or identifying code
- Price
- Cost plus percent for all items not installed at the factory
- Percent below MSRP for factory installed options

Repair and Replacement Parts Upload - Optional

If a Vendor chooses to sell repair and replacement parts upon award, a parts pricing sheet should be submitted with the bid. Parts are listed by Vendor and are not tied to items bid. A template is offered in the bid system. Each pricing sheet should include:

- Category
- Description
- MSRP or List Price discount percentage
- Exceptions to discount provided
- Quantity discounts

FSA CPP may ask awarded Vendors to supply one (1) hard copy set of the bid 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 may be granted to Bidders by FSA CPP pursuant this section should any Bid System malfunctions occur.

2.13 ZONE BIDDING

Bidders may bid in one or more geographic zones. Bidders must submit pricing for each zone they wish to be evaluated. The zone map is included in Appendix A. The geographic zones are in place to assist Bidders in estimating costs of delivery, which must be included in the price bid and quoted to the purchaser.

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 respond to the Contract Signature Form with the signature of an authorized representative five (5) days prior to award.. All Terms and Conditions are applicable throughout the term of the awarded contract and are 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 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 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 Invitation to Bid. As set forth in Section 2.22, 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 and 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 and 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

The FSA CPP shall make award to the qualified, responsive and responsible Bidder(s) who submitted the lowest offer price by item, Manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, Manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider option pricing in making the award and to disqualify Bidders for proposing excessive percent(s) or option pricing.

Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

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 will 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 Invitation to Bid.

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, 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 contact person 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 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 term of this Contract, the Vendor must notify FSA immediately.

3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from the Vendor's bid or this Contract when deemed to be in the best interest of FSA and 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 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 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 ADJUSTMENT

The Terms and Conditions provide the following methods of price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer 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 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 Manufacturer Production or Design

Significant changes by the Manufacturer to the production of and specification design may 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, on behalf of FSA, 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 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 Section 319.21, *Florida Statutes*, related to the Manufacturer statement of origin apply to cab and chassis purchases apply.

Cabs and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.11 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are 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.

3.12 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, the 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 may terminate the Contract in accordance with these Terms and Conditions.

3.13 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.

3.14 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 PARTS

Vendors may sell repair and replacement parts. Parts pricing must include the administrative fee. If a Vendor wishes to offer parts under this Contract, the Vendor must provide a price list to FSA and offer a discount below MSRP or Published List Price. Bidders and/or Vendors, as applicable, may include parts pricing sheet with the bid submission or following award. Bidders and/or Vendors, as applicable, may use the template offered in the bid system. Items listed below are required for the pricing sheet:

- Description.
- MSRP or List Price discount percentage.
- Exceptions to discount provided.
- Quantity discounts.

3.16 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 ensure 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.

The Vendor should supply a confirmation of order 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 a purchaser 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. Purchase Orders should be submitted through the reporting tool provided by FSA CPP. 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.

3.17 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.

3.18 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 purchaser, 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:

1. Copy of the Purchase Order.
2. Copy of the FSA Base Specifications.
3. Copy of Manufacturer's invoice, price sheet, build sheet or other documentation that verifies what components are included on the item(s) being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. 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. All electric vehicles must be delivered with a minimum charge level of 10 percent. The purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct $0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 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. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

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.

3.19 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.

3.20 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, *Florida Statutes*.

3.23 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.

3.24 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. The quarterly report template shall be submitted using the tool 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 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.

Contract Years: October 1, 2025 – September 30, 2027

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15
Year 2 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 2 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 2 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 2 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

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" or "No deliveries this quarter" to FSA CPP by e-mail to Reports@flsheriffs.org.

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.

3.25 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the Contract. Payment of the administrative fees to the FSA CPP 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. 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

3.26 LIQUIDATED DAMAGES

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth in the applicable FSA Base Specifications 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 $25.00 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 FSA CPP, at its sole discretion, implementing Contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination of this Contract for cause pursuant to the Terms and Conditions.

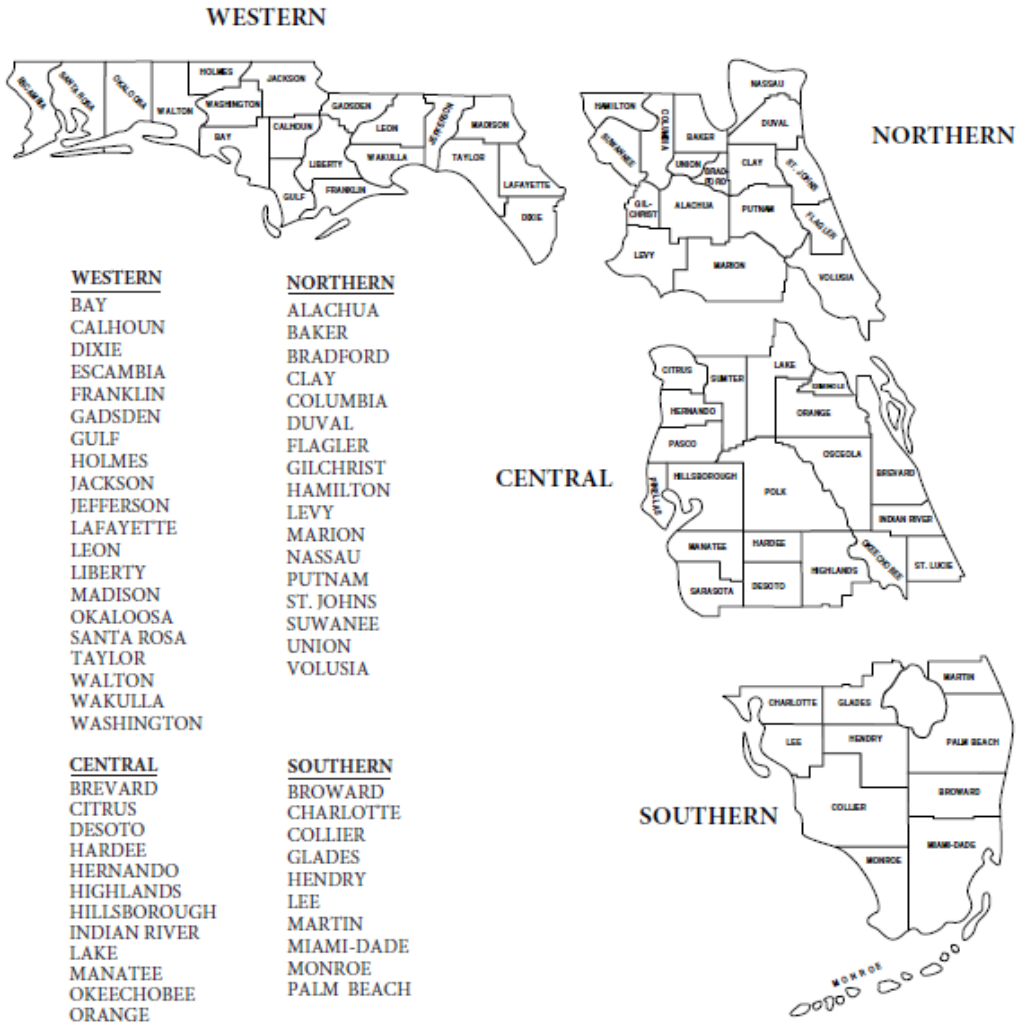
Schedule of Liquidated Damages

Failure to submit quarterly report on time	$25.00 per calendar day
Failure to submit administrative fee on time	$25.00 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the Purchase Order issue date	$100.00 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 CPP for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



WESTERN
BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

v.10_2015

Appendix B. Bid Calendar

FSA25-VEH23.0 Bid Calendar	Date
Bid Announcement	3/28/25
Voluntary Interested Bidder Workshop FSA25-VEH23.0	6/4/25
New Items & Specifications Submissions Due	6/12/25
Mandatory Pre-Bid Meeting FSA25-VEH23.0 and VendorLink Training	7/15/25
Requests for Clarifications Due to FSA	7/24/25
FSA Response to Requests for Clarifications	7/30/25
Bid System Opens	8/1/25
Cone of Silence	8/1/25-9/23/25
Bid Submissions Due	9/2/25
Bid Tabulations Posted	9/3/25
Public Bid Opening	9/3/25
Bid Evaluations	9/15/25-9/19/25
Intent To Award	9/23/25
Final Award	10/1/25

Appendix C: ACH Payments

PROTECTING, LEADING & UNITING SINCE 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive
Tallahassee, Florida 32308
p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org

TO: All Customers of the Florida Sheriffs Association

SUBJECT: Automated Payments through ACH

The Florida Sheriffs Association values the integrity of our business operations and knows that our partners do as well. As we continue to strengthen this partnership, FSA invites each company to offer payments to FSA via ACH. It is our goal to secure payments and reduce fraudulent transactions and this will be our primary method of accepting payments due to recent efforts to defraud FSA. Florida Sheriffs Association can be added to your company's list of vendors authorized to be paid via electronic payment for no additional fee.

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. The information above can be used to pay with a wire transfer as well, but 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 D: Federal Clauses

Applicability of Third-Party Contract Provisions*
(Excluding micro-purchases, as defined in 48 C.F.R. Subpart 2.1, 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 Federal Regulations ("C.F.R.") or United States Code ("U.S.C.") 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 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. 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 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of

Labor." The clause set forth in 41 C.F.R. 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 C.F.R. 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 C.F.R. 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 C.F.R. 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 C.F.R. § 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 C.F.R. 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 C.F.R. 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.

File #: 2026-1429 Agenda Item #: 10e.

Submitted By: TJ Fulmer

Presentation By: Darren Park

Department: Public Works

FORMAL TITLE:
Eighth amendment to the agreement with Waste Pro of Florida, Inc. for single-stream curbside recycling

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

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Public Works Sanitation Division has provided single-stream curbside recycling services for single-family residences within the city limits since April 2012.

On December 15, 2017, the City of Ocala issued Invitation to Bid (ITB) No.: PWD/18-014 for single-stream curbside recycling. Waste Pro of Florida, Inc. (Waste Pro) was the sole bidder at $332 per ton. On May 15, 2018, the City Council approved the award of Contract No.: PWD/18-014 with Waste Pro for a five-year term in the amount of $6,308,000. The agreement included one optional, five-year renewal period, with an annual adjustment to the Consumer Price Index for All Urban Consumers (CPI-U) of not more than 3 percent.

The first amendment to the agreement for a CPI-U rate increase to $337.98 per ton was approved by the Assistant City Manager, effective December 30, 2019.

The second amendment, increasing the CPI-U rate to $342.04 per ton, was approved by the Assistant City Manager, effective October 1, 2020.

The third amendment, increasing the CPI-U rate to $352.30 per ton, was approved by the Assistant City Manager, effective October 1, 2021.

The fourth amendment, increasing the CPI-U rate to $362.70 per ton, was approved by the City Council on December 6, 2022.

For the fifth amendment, in addition to a 5 percent CPI-U rate increase, which brought the rate to $391.90 per ton, the parties negotiated modifications that included an increase of the contamination rate to 25 percent, and an annual CPI-U-justified rate increase of no more than 5 percent for the renewal term through September 30, 2028. The City Council approved this amendment on April 4, 2023.

The sixth amendment to the agreement for a CPI-U rate increase to $406.79 per ton was approved by the City Council on October 15, 2024.

The seventh amendment to the agreement for single-stream curbside recycling, with an annual expenditure of $1,684,065, was approved by the City Council on September 16, 2025. The compensation was increased to $427.13 per ton (a 5 percent increase).

FINDINGS AND CONCLUSIONS:
At the Solid Waste Revenue Sufficiency Study workshop held on January 13, 2026, the City Council directed staff to revise the existing single-stream recycling contract to eliminate curbside recycling collection, establish recycling drop-off locations, and purchase the existing recycling carts from Waste Pro. The change from curbside collection to recycling drop-off locations was projected to result in $1.4 million in annual cost avoidance, helping reduce the rate increase needed to sustain the solid waste fund. On February 3, 2026, the City Council approved the rate increase.

Waste Pro and City staff negotiated a recycling rate of $125 per ton and a purchase price of $18 per cart. We anticipate purchasing 17,602 carts totaling $316,836. The recyclables will be collected by the City of Ocala Sanitation Division and delivered to Waste Pro's materials recovery facility (MRF) for processing. For comparison, Marion County is paying Waste Pro $137.70 per ton to drop off single-stream recycling at its MRF.

FISCAL IMPACT:
Funds for this contract, already budgeted for Fiscal Year 2025-2026 in account 453-023-326-534-53-34010 for single-stream curbside recycling, will cover the cost of purchasing the recycling carts and processing recyclables by Waste Pro. The result of this change will be a projected cost avoidance of $60,000 this fiscal year.

For Fiscal Year 2026-2027 funds for this contract will be budgeted to account 453-023-326-534-53-34010 in the amount of $100,000. This represents a cost avoidance of approximately $1.5 million compared to continuing the curbside single-stream recycling program.

PROCUREMENT REVIEW:
These 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

Docusign Envelope ID: 5A625625-8716-8C5F-83E2-995DB4537326

EIGHTH AMENDMENT TO AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING

THIS EIGHTH AMENDMENT TO AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING ("Eighth Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **WASTE PRO OF FLORIDA, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 59-3701785) ("Vendor").

WHEREAS, on May 15, 2018, City and Vendor entered into an Agreement for Single-Stream Curbside Recycling for a term of five (5) years from October 1, 2018, through September 30, 2023, City of Ocala Contract Number: PWD/18-014 (the "Original Agreement"); and

WHEREAS, on December 30, 2019, City and Vendor entered into a First Amendment (the "First Amendment") of Agreement for Single-Stream Curbside Recycling, modifying the compensation in accordance with the escalation provisions in the Original Agreement; and

WHEREAS, on June 10, 2021, City and Vendor entered into a Second Amendment (the "Second Amendment") of Agreement for Single-Stream Curbside Recycling, to amend the compensation pursuant to the escalation provisions in the Original Agreement; and

WHEREAS, on October 12, 2021, City and Vendor entered into a Third Amendment (the "Third Amendment") of Agreement for Single-Stream Curbside Recycling, to amend the compensation pursuant to the escalation provisions in the Original Agreement; and

WHEREAS, on January 31, 2023, City and Vendor entered into a Fourth Amendment (the "Fourth Amendment") of Agreement for Single-Stream Curbside Recycling, to further amend the compensation per Section 3, Escalation of the Original Agreement utilizing the CPI-U Index; and

WHEREAS, on April 10, 2023, City and Vendor entered into a Fifth Amendment (the "Fifth Amendment") of Agreement for Single-Stream Curbside Recycling, extending the Original Agreement for the available five-year renewal period and further amending the compensation and contamination provisions.

WHEREAS, on October 30, 2024, City and Vendor entered into a Sixth Amendment (the "Sixth Amendment") of Agreement for Single-Stream Curbside Recycling, amending the compensation terms in the Original Agreement.

WHEREAS, on September 22, 2025, City and Vendor entered into a Seventh Amendment to Agreement for Single-Stream Curbside Recycling to increase contract compensation pursuant to the CPI-U Index; and

WHEREAS, on January 13, 2026, at the Solid Waste Revenue Sufficiency Study Workshop, City Council directed staff to eliminate single-stream curbside recycling for City sanitation customers effective July 1, 2026; and

WHEREAS, City and Vendor wish to further amend the Agreement to comply with the City Council directive.

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.

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2. **INCORPORATION OF ORIGINAL AGREEMENT**. Effective **JULY 6, 2026**, The Original Agreement between City and Vendor, 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 Eighth Amendment.

3. **AMENDMENT TO EXHIBIT A.** The document attached to the Original Agreement, as amended, as **Exhibit A – Scope of Service** is hereby deleted and replaced in its entirety with **Amended Exhibit A – Scope of Service**.

4. **AMENDMENT TO EXHIBIT B.** The document attached to the Original Agreement, as amended, as **Exhibit B – Tagging Procedures** is hereby deleted in its entirety from this Agreement.

5. **SERVICES.** Vendor shall provide all materials, labor, and equipment to process recyclable materials at its Materials Recovery Facility (MRF) as described, and pursuant to the scope of service set forth on the attached **Amended Exhibit A – Scope of Services.** This Agreement, and all exhibits, hold precedence over the Soliciation Documents.

6. **COMPENSATION.** The City shall pay the Vendor for the performance of the services, and in accordance with the contract documents a total of **$125.00 per ton (ONE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS/TON)**.

7. **PURCHASE OF CARTS.** City shall pay Vendor **EIGHTEEN AND NO/100 DOLLARS PER CONTAINER ($18.00/container)** for each single-family residential recycling cart, based on the number of single-family unit customers currently receiving sanitation services from the City. Vendor shall be responsible for removing recycling containers from multi-family and commercial properties.

8. **NOTICES**. All notices, certifications or communications required by this Eighth 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:	Waste Pro of Florida, Inc. Attn: Joseph Lourenco 408 Cypress Road Ocala, Florida 34472 PH: 352-857-3387 E-mail: jolourenco@wasteprousa.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

Docusign Envelope ID: 5A625625-8716-8C5F-83E2-995DB4537326

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

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

10. **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 Eighth Amendment. Further, a duplicate or copy of the Eighth Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Eighth Amendment for all purposes.

11. **LEGAL AUTHORITY**. Each person signing this Eighth Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Eighth 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 Eighth Amendment.

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

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Ire Bethea, Sr.
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

WASTE PRO OF FLORIDA, INC.

Signed by:
Joseph Lourenco
A7E336788F1D404...

By: Joseph Lourenco
(Printed Name)

Title: Division Manager
(Title of Authorized Signatory)

Docusign Envelope ID: 5A625625-8716-8C5F-83E2-995DB4537326

The City shall collect recyclable materials from City-owned recycling drop-off sites and deliver them to the Vendor's Materials Recovery Facility (MRF). Vendor shall be responsible for the processing of recyclable materials. The City will drop off recyclable materials to the Vendor's MRF between the hours of 7:00 a.m. and 4:00 p.m. Monday through Friday.

Definitions

Recyclables – Objects that can be salvaged, processed and used again.

Recyclable processing – Sorting and/or delivering recyclables to a certified recycling facility.

Landfilling – A system of trash and garbage disposal in which the waste is buried between layers of earth in an appropriately permitted facility.

Vendor Responsibilities

Vendor will be responsible for the processing of recyclables in the most cost efficient and effective manner. It is the sole responsibility of the Vendor to perform the necessary activities in accordance with requirements of any permits and applicable laws.

Scope of Service

Vendor will process, and market recyclable materials including:

1. Aluminum products; bi-metal/steel cans;
2. PET, PETE, HDPE plastic containers (includes colored, #1-7 plastics);
3. Newspapers and inserts; phone books; junk mail; office paper; old corrugated cardboard (OCC); paperboard; magazines; cereal boxes.

Revenues

Vendor will receive 100% of the revenues from the sale of recyclables.

Contamination

All recycling materials collected will be delivered by the City to the Vendor. Landfilling of approved recycling materials will be prohibited, apart from material contamination. The Vendor must report on a quarterly basis the landfilling of contaminated materials, detailing the amount of landfilled materials.

The City will pay for contamination (out-throws) that exceeds 10% of the monthly recyclable materials delivered by the City, at the rate of $125.00 a ton. Updated composition studies will be done every 12 months thereafter to determine the charge for out-throws for that period.

Recycling Bins

The City shall purchase the existing recycling bins at single-family units located within City limits that were provided by Vendor as part of this Agreement. The City will collect the recycling bins from customer addresses within City Limits. Vendor shall remove existing recycling containers from multi-family units and commercial buildings.

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Reporting Requirements

Vendor shall keep accurate program records and submit reports to comply with the City's reporting requirements. These reports are extremely important, as they will serve as a means to inform the City's staff of the status of recycling activities. The City also requires the Vendor to provide certifiable, accurate monthly weight receipts for all materials collected in the City's program and marketed by the Vendor. Monthly, quarterly and annual reporting requirements are outlined below:

Monthly Project Reports

- Summaries of the tonnages of all materials recovered
- Any changes in processing locations or outlets for any commodity.

Quarterly Reporting Requirements

- Tonnages recovered by material and where they were processed.
- Discussion of problems and noteworthy experiences in program operation.
- Summary of all complaint calls received by number and type.

Annual Reports

- Summary of recovered materials' tonnage and type, and where they were processed.
- A discussion of highlights and problems, and measures taken to resolve problems and increase efficiency.

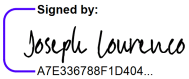
Certificate Of Completion

Envelope Id: 5A625625-8716-8C5F-83E2-995DB4537326
Status: Completed
Subject: SIGNATURE: Revised Amendment 8 - Single-Stream Curbside Recycling (PWD/18-014)
Source Envelope:
Document Pages: 5
Signatures: 1
Certificate Pages: 4
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
5/27/2026 11:33:16 AM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Joseph Lourenco jolourenco@wasteprousa.com Division Manager Security Level: Email, Account Authentication (None)	Signed by:  A7E336788F1D404... Signature Adoption: Pre-selected Style Using IP Address: 38.104.89.90	Sent: 5/27/2026 11:35:13 AM Viewed: 5/27/2026 1:19:02 PM Signed: 5/28/2026 9:53:27 AM

Electronic Record and Signature Disclosure:
Accepted: 5/27/2026 1:19:02 PM
ID: 90669eaf-b260-49d9-9e6c-9c156ffc5152

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	5/27/2026 11:35:13 AM
Envelope Updated	Security Checked	5/28/2026 7:59:33 AM
Envelope Updated	Security Checked	5/28/2026 7:59:33 AM
Certified Delivered	Security Checked	5/27/2026 1:19:02 PM
Signing Complete	Security Checked	5/28/2026 9:53:27 AM
Completed	Security Checked	5/28/2026 9:53:27 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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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.

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Ocala

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Item Details

File Number: 2025-1973

ID #:	2025-1973	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	10	**In Control:**	City Council
				File Created:	08/28/2025
Presented By: :				**Final Action:**	09/16/2025

rmal Title: Seventh amendment to the agreement with Waste Pro of Florida, Inc. for single-stream curbside recycling with a yearly expenditure of $1,684,065

Internal Notes:

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL- Amendment 7- Single Stream Curbside Recycling -Waste Pro of FL (PWD 18-014), Council Report - 10-15-24 - Additional Contract Expenditure - Waste Pro of Florida, Inc (PWD 18-014), FULLY EXECUTED CONTRACT_-_Sixth_Amendment_to_Agreement_for_, FULLY EXECUTED - Fifth Amendment to Agreement for Single-Stream Curbside Recycling (PWD 18-014), FULLY EXECUTED - Fourth Amendment to Agreement for Single-Stream Curbside Recycling (PWD 18-014), Fully Executed - Third Amendment - Single Stream Curbside Recycling PWD 18-014, FULLY EXECUTED - Second Amendment - Single Stream Recycling PWD 18-014, FULLY EXECUTED - First Amendment - Waste Pro of Florida, Inc. PWD 18-014, FULLY EXECUTED CONTRACT - PWD 18-014

Enactment Number:

:ommendation:

Hearing Date:

Entered by: tstewart@ocalafl.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/16/2025	Approved				Pass

Action Text:

Notes: There being no discussion the motion carried by roll call vote.

Aye: 5 Pro Tem Bethea Sr, Council Member Hilty Sr, Council Member Mansfield, Council Member Musleh, and Council President Dreyer

Text of Legislative File 2025-1973

Submitted By: Tiffany Stewart
Presentation By: Darren Park
Department: Public Works

FORMAL TITLE:
Seventh amendment to the agreement with Waste Pro of Florida, Inc. for single-stream curbside recycling with a yearly expenditure of $1,684,065

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

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Public Works Sanitation Division has provided single-stream curbside recycling services for single-family residences within the city limits since April 2012.
On December 15, 2017, the City of Ocala issued Invitation to Bid (ITB) No.: PWD/18-014 for single-stream curbside recycling. Waste Pro of Florida, Inc. (Waste Pro) was the sole bidder at $332 per ton. On May 15, 2018, the City Council approved the award of Contract No.: PWD/18-014 with Waste Pro for a five-year term in the amount of $6,308,000. The agreement included one optional, five-year renewal period with an annual Consumer Price Index for All Urban Consumers (CPI-U) adjustment of not more than 3 percent per year.
The First Amendment to the agreement for a CPI-U rate increase to $337.98 per ton was approved by the Assistant City Manager, effective December 30, 2019.
The Second Amendment, for a CPI-U rate increase to $342.04 per ton, was approved by the Assistant City Manager, effective October 1, 2020.
The Third Amendment, for a CPI-U rate increase to $352.30 per ton, was approved by the Assistant City Manager, effective October 1, 2021.
The Fourth Amendment, for a CPI-U rate increase to $362.70 per ton, was approved by the City Council on December 6, 2022.
For the Fifth Amendment, in addition to a five percent CPI-U rate increase, which brought the rate to $391.90 per ton, the parties negotiated modifications which included an increase of the contamination rate to 25 percent, and an annual CPI-U-justified rate increase of no more than 5 percent for the renewal term through September 30, 2028. This amendment was approved by City Council on April 4, 2023.
The Sixth Amendment to the agreement for a CPI-U rate increase to $406.79 per ton was approved by the City Council on October 15, 2024.

FINDINGS AND CONCLUSIONS:
Due to continued economic pressures on processing, labor, recycling, and disposal expenses, Waste Pro is requesting a CPI-U rate increase to $427.13, a 5 percent ($20.34) increase, effective

October 1, 2025.

Year	Bidder Name	Office Location	Total Amount
2018	**Waste Pro of Florida, Inc**	**Ocala, FL**	**$332.00/ton**
2019	**Waste Pro of Florida, Inc**	**Ocala, FL**	**$337.98/ton**
2020	**Waste Pro of Florida, Inc**	**Ocala, FL**	**$342.04/ton**
2021	**Waste Pro of Florida, Inc**	**Ocala, FL**	**$352.30/ton**
2022	**Waste Pro of Florida, Inc**	**Ocala, FL**	**$362.70/ton**
2023	**Waste Pro of Florida, Inc**	**Ocala, FL**	**$391.90/ton**
2024	**Waste Pro of Florida, Inc**	**Ocala, FL**	**$406.79/ton**
2025	**Waste Pro of Florida, Inc**	**Ocala, FL**	**$427.13/ton**

The expected expenditure for Fiscal Year 2025-26, with a 5 percent increase, is $1,665,494 ($427.13 x 3,800 tons [contract minimum] plus $42,400 for contamination). The Fiscal Year 2025-26 budgeted amount for recycling is $1,684,065. This amount was budgeted in anticipation of the CPI-U increase as well as residential growth within the city limits.
Staff recommends approval of the Seventh Amendment to the agreement, effective October 1, 2025.

FISCAL IMPACT:
Funds for this contract have been budgeted for Fiscal Year 2025-26 in account 453-023-326-534-53-34010 in the amount of $1,684,065.

PROCUREMENT REVIEW:
These 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

Docusign Envelope ID: 53017D64-E751-4EBB-BDFE-37F11F99659C

SEVENTH AMENDMENT TO AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING

THIS SEVENTH AMENDMENT TO AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING ("Seventh Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **WASTE PRO OF FLORIDA, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 59-3701785) ("Vendor").

WHEREAS, on May 15, 2018, City and Vendor entered into an Agreement for Single-Stream Curbside Recycling for a term of five (5) years from October 1, 2018, through September 30, 2023, City of Ocala Contract Number: PWD/18-014 (the "Original Agreement"); and

WHEREAS, on December 30, 2019, City and Vendor entered into a First Amendment (the "First Amendment") of Agreement for Single-Stream Curbside Recycling, modifying the compensation in accordance with the escalation provisions in the Original Agreement; and

WHEREAS, on June 10, 2021, City and Vendor entered into a Second Amendment (the "Second Amendment") of Agreement for Single-Stream Curbside Recycling, to amend the compensation pursuant to the escalation provisions in the Original Agreement; and

WHEREAS, on October 12, 2021, City and Vendor entered into a Third Amendment (the "Third Amendment") of Agreement for Single-Stream Curbside Recycling, to amend the compensation pursuant to the escalation provisions in the Original Agreement; and

WHEREAS, on January 31, 2023, City and Vendor entered into a Fourth Amendment (the "Fourth Amendment") of Agreement for Single-Stream Curbside Recycling, to further amend the compensation per Section 3, Escalation of the Original Agreement utilizing the CPI-U Index; and

WHEREAS, on April 10, 2023, City and Vendor entered into a Fifth Amendment (the "Fifth Amendment") of Agreement for Single-Stream Curbside Recycling, extending the Original Agreement for the available five-year renewal period and further amending the compensation and contamination provisions.

WHEREAS, on October 30, 2024, City and Vendor entered into a Sixth Amendment (the "Sixth Amendment") of Agreement for Single-Stream Curbside Recycling, amending the compensation terms in the Original Agreement.

WHEREAS, Vendor has requested an increase to the contract compensation amount pursuant to the CPI-U Index.

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, 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 Seventh Amendment.
3. **COMPENSATION.** Effective **OCTOBER 1, 2025**, the City shall pay the Vendor for the performance of the work, and in accordance with the contract documents a total of **$427.13 per ton (FOUR**

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HUNDRED TWENTY-SEVEN 13/100 DOLLARS/TON) which represents a 5% increase based on the most recent **twelve (12) month** period of the CPI-U Index.

4. **NOTICES**. All notices, certifications or communications required by this Seventh 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:	Waste Pro of Florida, Inc. Attn: Joseph Lourenco 408 Cypress Road Ocala, Florida 34472 PH: 352-857-3387 E-mail: jolourenco@wasteprousa.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

5. **COUNTERPARTS.** This Seventh 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).** 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 Seventh Amendment. Further, a duplicate or copy of the Seventh Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Seventh Amendment for all purposes.

7. **LEGAL AUTHORITY**. Each person signing this Seventh Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Seventh 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 Seventh Amendment.

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

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IN WITNESS WHEREOF, the parties have executed this Seventh Amendment on 9/22/2025.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E64A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by:
Kristen Dreyer
382728BFAF374FC...
Kristen Dreyer
City Council President

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...
William E. Sexton, Esq.
City Attorney

WASTE PRO OF FLORIDA, INC.

Signed by:
Joseph Lourenco
A7E336788F1D404...

By: Joseph Lourenco
(Printed Name)

Title: Division Manager
(Title of Authorized Signatory)

Certificate Of Completion

Envelope Id: 53017D64-E751-4EBB-BDFE-37F11F99659C
Status: Completed
Subject: SIGNATURE - Amendment 7 - Curbside Recycling (PWD/18-014)
Source Envelope:
Document Pages: 3
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
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Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

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Pool: StateLocal

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Signer Events	Signature	Timestamp
Joseph Lourenco jolourenco@wasteprousa.com Division Manager Security Level: Email, Account Authentication (None)	Signed by: Joseph Lourenco A7E336788F1D404... Signature Adoption: Pre-selected Style Using IP Address: 2600:8807:c98d:5400:10d3:b820:d044:1a9 Signed using mobile	Sent: 9/18/2025 3:11:42 PM Viewed: 9/21/2025 7:45:14 AM Signed: 9/21/2025 7:45:46 AM
Electronic Record and Signature Disclosure: Accepted: 9/21/2025 7:45:14 AM ID: 5e8ac8f0-1b20-4432-bc29-8e915227adc9		
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: 9/21/2025 7:45:47 AM Viewed: 9/22/2025 10:00:40 AM Signed: 9/22/2025 10:04:12 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Kristen Dreyer kdreyer@ocalafl.gov Council President City of Ocala Security Level: Email, Account Authentication (None)	Signed by: kristen Dreyer 382728BFAF374FC... Signature Adoption: Pre-selected Style Using IP Address: 38.34.228.248	Sent: 9/22/2025 10:04:13 AM Viewed: 9/22/2025 9:31:56 PM Signed: 9/22/2025 9:32:05 PM
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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: 9/22/2025 9:32:06 PM Viewed: 9/23/2025 9:01:46 AM Signed: 9/23/2025 9:01:59 AM

Signer Events	Signature	Timestamp

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Accepted: 9/23/2025 9:01:46 AM
ID: ebc9662e-86b0-46af-b3af-f462bfbb5bdf

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

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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: 81AB478F-FDE2-4C83-92D2-CF8A5B5F6703

SIXTH AMENDMENT TO AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING

THIS SIXTH AMENDMENT TO AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING ("Sixth Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **WASTE PRO OF FLORIDA, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 59-3701785) ("Vendor").

WHEREAS, on May 15, 2018, City and Vendor entered into an Agreement for Single-Stream Curbside Recycling for a term of five (5) years from October 1, 2018, through September 30, 2023, City of Ocala Contract Number: PWD/18-014 (the "Original Agreement"); and

WHEREAS, on December 30, 2019, City and Vendor entered into a First Amendment (the "First Amendment") of Agreement for Single-Stream Curbside Recycling, modifying the compensation in accordance with the escalation provisions in the Original Agreement; and

WHEREAS, on June 10, 2021, City and Vendor entered into a Second Amendment (the "Second Amendment") of Agreement for Single-Stream Curbside Recycling, to amend the compensation pursuant to the escalation provisions in the Original Agreement; and

WHEREAS, on October 12, 2021, City and Vendor entered into a Third Amendment (the "Third Amendment") of Agreement for Single-Stream Curbside Recycling, to amend the compensation pursuant to the escalation provisions in the Original Agreement; and

WHEREAS, on January 31, 2023, City and Vendor entered into a Fourth Amendment (the "Fourth Amendment") of Agreement for Single-Stream Curbside Recycling, to further amend the compensation per Section 3, Escalation of the Original Agreement utilizing the CPI-U Index; and

WHEREAS, on April 10, 2023, City and Vendor entered into a Fifth Amendment (the "Fifth Amendment") of Agreement for Single-Stream Curbside Recycling, extending the Original Agreement for the available five-year renewal period and further amending the compensation and contamination provisions.

WHEREAS, Vendor has requested to further amend the compensation terms in the Original Agreement, as amended.

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, 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 Sixth Amendment.
3. **COMPENSATION.** Effective **OCTOBER 1, 2024**, the City shall pay the Vendor for the performance of the work, and in accordance with the contract documents a total of **$406.79 per ton (FOUR HUNDRED SIX AND 79/100 DOLLARS/TON)** which represents a 3.8% increase based on the most recent **twelve (12) month** period of the CPI-U Index.
4. **NOTICES**. All notices, certifications or communications required by this Sixth Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if

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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:	Waste Pro of Florida, Inc. Attn: Joseph Lourenco 408 Cypress Road Ocala, Florida 34472 PH: 352-857-3387 E-mail: jolourenco@wasteprousa.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

5. **COUNTERPARTS.** This Sixth 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).** 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 Sixth Amendment. Further, a duplicate or copy of the Sixth Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Sixth Amendment for all purposes.

7. **LEGAL AUTHORITY**. Each person signing this Sixth Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Sixth 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 Sixth Amendment.

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

Docusign Envelope ID: 81AB478F-FDE2-4C83-92D2-CF8A5B5F6703

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment on 10/30/2024.

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
B07DCFC4E86E429...

William E. Sexton, Esq.
City Attorney

WASTE PRO OF FLORIDA, INC.

DocuSigned by:
A7E338788F1D404...

By: Joseph Lourenco
(Printed Name)

Title: Division Manager
(Title of Authorized Signatory)

DocuSign

Certificate Of Completion

Envelope Id: 81AB478FFDE24C8392D2CF8A5B5F6703 Status: Completed

Subject: SIGNATURE - Sixth Amendment to Agreement for Single-Stream Curbside Recycling (PWD/18-014)

Source Envelope:

Document Pages: 3 Signatures: 4 Envelope Originator:

Certificate Pages: 5 Initials: 0 Porsha Ullrich

AutoNav: Enabled 110 SE Watula Avenue

EnvelopeId Stamping: Enabled City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada) Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

Status: Original Holder: Porsha Ullrich Location: DocuSign

10/16/2024 12:45:37 PM pullrich@ocalafl.gov

Security Appliance Status: Connected Pool: StateLocal

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

Signer Events	Signature	Timestamp
Joseph Lourenco jolourenco@wasteprousa.com Division Manager Security Level: Email, Account Authentication (None)	DocuSigned by: A7E336788F1D404... Signature Adoption: Drawn on Device Using IP Address: 67.9.97.106	Sent: 10/16/2024 12:56:09 PM Viewed: 10/16/2024 12:57:38 PM Signed: 10/16/2024 12:58:24 PM
Electronic Record and Signature Disclosure: Accepted: 10/16/2024 12:57:38 PM ID: 36570743-b08b-4898-976d-3b7223fc2019		
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: 10/16/2024 12:58:26 PM Viewed: 10/17/2024 1:13:12 PM Signed: 10/17/2024 1:21:34 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: 107.115.48.2 Signed using mobile	Sent: 10/17/2024 1:21:36 PM Viewed: 10/30/2024 7:13:58 AM Signed: 10/30/2024 7:14:09 AM
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: 10/30/2024 7:14:11 AM Viewed: 10/30/2024 8:23:31 AM Signed: 10/30/2024 8:23:43 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 10/30/2024 8:23:31 AM ID: f676ef8a-fb40-4876-bbbc-13f467e6ea71		

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	10/16/2024 12:56:10 PM
Certified Delivered	Security Checked	10/30/2024 8:23:31 AM
Signing Complete	Security Checked	10/30/2024 8:23:43 AM
Completed	Security Checked	10/30/2024 8:23:43 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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FIFTH AMENDMENT OF AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING

THIS FIFTH AMENDMENT OF AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING ("Fifth Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **WASTE PRO OF FLORIDA, INC.**, a corporation duly organized and authorized to do business in the State of Florida (EIN# 59-3701785) ("Vendor").

WHEREAS, on May 15, 2018, City and Vendor entered into an Agreement for Single-Stream Curbside Recycling for a term of five (5) years from October 1, 2018 through and including September 30, 2023, City of Ocala Contract Number: PWD/18-014 (the "Original Agreement"); and

WHEREAS, on December 30, 2019, City and Vendor entered into a First Amendment ("First Amendment") of Agreement for Single-Stream Curbside Recycling to amend the compensation pursuant to the escalation provisions in the Original Agreement; and

WHEREAS, on June 10, 2021, City and Vendor entered into a Second Amendment ("Second Amendment") of Agreement for Single-Stream Curbside Recycling to amend the compensation pursuant to the escalation provisions in the Original Agreement; and

WHEREAS, on October 12, 2021, City and Vendor entered into a Third Amendment ("Third Amendment") of Agreement for Single-Stream Curbside Recycling to amend the compensation pursuant to the escalation provisions on the Original Agreement; and

WHEREAS, on January 31, 2023, City and Vendor entered into a Fourth Amendment ("Fourth Amendment") of Agreement for Single-Stream Curbside Recycling to further amend the compensation per Section 3, Escalation of the Original Agreement utilizing the CPI-U Index; and

WHEREAS, City and Vendor now desire to extend the term of the Original Agreement for the single five-year renewal period available under the Original Agreement, and to further amend the compensation and contamination terms 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 Fifth Amendment.
3. **RENEWAL TERM**. The Original Agreement is hereby renewed for an additional five-year term beginning **OCTOBER 1, 2023** and terminating **SEPTEMBER 30, 2028**.
4. **COMPENSATION**. Effective **OCTOBER 1, 2023**, the City shall pay the Vendor for the performance of the work, and in accordance with the contract documents a total of **$391.90 per ton (THREE HUNDRED NINETY-ONE AND 90/100 DOLLARS/TON)** which represents an 8% increase based on the prior year's CPI-U index change.
   A. Pricing shall remain firm and fixed during the initial year of this Renewal Term.

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B. Any renewal price adjustments shall be subject to negotiation and must be approved by the City of Ocala. Contractor 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 anniversary date of the Renewal Term. No retroactive price adjustments will be allowed.

C. Pricing increases shall not exceed the lesser of: (i) the amount of the percentage increase reflected in the Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted, based upon the most recent **TWELVE (12) MONTH** period; or (ii) **FIVE PERCENT (5%) ANNUALLY** unless there are mitigating market conditions.

D. The City guarantees a minimum 3,800 tons during a 12-month recycling period. Beginning every October 1st of the contract year, if recycling collections are less than 3,800 tons for the preceding 12-month period, the Vendor may invoice the City for the difference up to 3,800 tons at the contract price.

5. **CONTAMINATION.** The City will pay for contamination (out-throws) that exceed **TWENTY FIVE PERCENT (25%)** of the monthly recycling collection at the rate of **ONE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS ($125)** per ton. A composition study shall be performed every six months during the renewal term to determine charges for out-throws. Vendor shall notify the City the date on which each composition study will be performed, and invite the City to observe the process.

6. **NOTICES**. All notices required or permitted under this Agreement shall be given in writing and shall be deemed sufficiently served on the date delivered if delivered by registered or certified mail, with return receipt requested; or delivered personally; or delivered via electronic mail (as provided below) and followed with delivery of a hard copy. All notices shall be addressed to the respective parties as follows:

If to Vendor:
Waste Pro of Florida, Inc.
Joseph Lourenco
408 Cypress Road
Ocala, FL 34472
PH: 352-857-3387
E-mail: jolourenco@wasteprousa.com

If to City of Ocala:
Daphne M. Robinson, Contracting Officer
City of Ocala
110 SE Watula Avenue, Third 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
Email: cityattorney@ocalafl.org

DocuSign Envelope ID: 0F7707C7-D753-4F3E-8345-6D06C7D98728

7. **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.
8. **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 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.
9. **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.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment on 4/10/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
AE8276846B24E4E5...
Angel B. Jacobs
City Clerk

CITY OF OCALA:

DocuSigned by:
James P. Hilty, Sr.
65D4FC329B6F4DF...
James P. Hilty, Sr.
City Council President

Approved as to form and legality:

DocuSigned by:
William E. Sexton
A07116E04E8E48...
William E. Sexton
City Attorney

WASTE PRO OF FLORIDA, INC.

DocuSigned by:
By: Joseph Lourenco
0FCC0D375D88442...

Joseph Lourenco
(Printed Name)

Division Manager
(Title)

DocuSign

Certificate Of Completion

Envelope Id: 0F7707C7D7534F3E83456D06C7D98728
Status: Completed
Subject: FOR SIGNATURE - Renewal of Single-Stream Curbside Recycling Agreement (PWD/18-014)
Source Envelope:
Document Pages: 3
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
4/6/2023 11:30:18 AM
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
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: 4/6/2023 11:33:27 AM Viewed: 4/6/2023 11:35:22 AM Signed: 4/6/2023 11:35:35 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: 174.212.46.203 Signed using mobile	Sent: 4/6/2023 11:35:35 AM Viewed: 4/6/2023 11:36:02 AM Signed: 4/6/2023 11:36:20 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 City Clerk City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Angel B. Jacobs F82769461C4E4E5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 4/6/2023 11:36:20 AM Viewed: 4/10/2023 10:51:45 AM Signed: 4/10/2023 10:51:55 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Joseph Lourenco jolourenco@wasteprousa.com Division Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Joseph Lourenco 0FCC0D375D88442... Signature Adoption: Pre-selected Style Using IP Address: 67.9.97.106	Sent: 4/10/2023 10:51:56 AM Viewed: 4/10/2023 11:19:34 AM Signed: 4/10/2023 11:21:20 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 4/10/2023 11:19:34 AM ID: 3a09cb5a-7587-4997-9e4e-0626c251bda3		

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	4/6/2023 11:33:27 AM
Certified Delivered	Security Checked	4/10/2023 11:19:34 AM
Signing Complete	Security Checked	4/10/2023 11:21:20 AM
Completed	Security Checked	4/10/2023 11:21:20 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.

FOURTH AMENDMENT OF AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING

THIS FOURTH AMENDMENT OF AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING ("Fourth Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **WASTE PRO OF FLORIDA, INC.**, a corporation duly organized and authorized to do business in the State of Florida (EIN# 59-3701785) ("Vendor").

WHEREAS, on May 15, 2018, City and Vendor entered into an Agreement for Single-Stream Curbside Recycling for a term of five (5) years from October 1, 2018 through and including September 30, 2023, City of Ocala Contract Number: PWD/18-014 (the "Original Agreement"); and

WHEREAS, on December 30, 2019, City and Vendor entered into a First Amendment ("First Amendment") of Agreement for Single-Stream Curbside Recycling to amend the compensation pursuant to the escalation provisions in the Original Agreement; and

WHEREAS, on June 10, 2021, City and Vendor entered into a Second Amendment ("Second Amendment") of Agreement for Single-Stream Curbside Recycling to amend the compensation pursuant to the escalation provisions in the Original Agreement; and

WHEREAS, on October 12, 2021, City and Vendor entered into a Third Amendment ("Third Amendment") of agreement for Single-Stream Curbside Recycling to amend the compensation pursuant to the escalation provisions on the Original Agreement; and

WHEREAS, City and Vendor now desire to further amend the compensation per Section 3, Escalation of the Original Agreement utilizing the CPI-U index and to amend Exhibit A – Scope of Service to allow for exemptions from recycling requirements under certain circumstances.

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 Fourth Amendment.
3. **COMPENSATION**. Effective **OCTOBER 1, 2022**, the City shall pay the Vendor for the performance of the work, and in accordance with the contact documents a total of **$362.70 per ton (THREE HUNDRED SIXTY-TWO AND 70/100 DOLLARS/TON)** which represents a 3% increase based on the prior year's CPI-U index change. The City guarantees a minimum 3,800 tons during a 12-month recycling period. Beginning every October 1st of the contract year, if recycling collections are less than 3,800 tons for the preceding 12-month period, the Vendor may invoice the City for the difference up to 3,800 tons at the contract price.
4. **NOTICES**. All notices required or permitted under this Agreement shall be given in writing and shall be deemed sufficiently served on the date delivered if delivered by registered or certified mail, with return receipt requested; or delivered personally; or delivered via electronic mail (as provided below) and followed with delivery of a hard copy. All notices shall be addressed to the respective parties as follows:

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If to Vendor:	Waste Pro of Florida, Inc. Joseph Lourenco 408 Cypress Road Ocala, FL 34472 PH: 352-857-3387 E-mail: jlourenco@wasteprousa.com
If to City of Ocala:	Daphne M. Robinson, Esq. - Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 Fax: 352-690-2025 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 Email: cityattorney@ocalafl.org

5. **COUNTERPARTS.** This Fourth 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).** 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 Fourth Amendment. Further, a duplicate or copy of the Fourth Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Fourth Amendment for all purposes.
7. **LEGAL AUTHORITY**. Each person signing this Fourth Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Fourth 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 Fourth Amendment.

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

Doc ID:

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

ATTEST:

Angel B. Jacobs
City Clerk

CITY OF OCALA:

James P. Hilty, Sr.
City Council President

Approved as to form and legality:

William E. Sexton
City Attorney

WASTE PRO OF FLORIDA, INC.

By: _____

Waste Pro of Florida, Inc.
(Printed Name)

Division Manager
(Title)

Doc ID:

Vendor shall be responsible for recycling collection, processing and hauling with glass included. Vendor is guaranteed to be paid for a minimum of 3,800 tons of recycling collection. Single-stream recycling is available to approximately 16,000 residential customers, 7,000 multi-family customers and just over 100 residential offices. Recycling collection services are performed once per week at the curbside, or rear door. Collection services are performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. The approximate annual amount of recyclables collected is 3,800 tons with glass.

Definitions

Recyclables – Objects that can be salvaged, processed and used again.

Recyclable processing – Sorting and/or delivering recyclables to a certified recycling facility.

Landfilling – A system of trash and garbage disposal in which the waste is buried between layers of earth.

Vendor Responsibilities

Vendor will be responsible for the complete collection and processing of recyclables in the most cost efficient and effective manner. It is the sole responsibility of the Vendor to perform the necessary activities in accordance with requirements of any permits and applicable laws.

Scope of Service

A. Vendor will collect, process, and market recyclable materials including:
   1. Aluminum products; bi-metal/steel cans;
   2. PET, PETE, HDPE plastic containers (includes colored, #1-7 plastics);
   3. Newspapers and inserts; phone books; junk mail; office paper; old corrugated cardboard (OCC); paperboard; magazines; cereal boxes;
   4. Glass containers;
   5. Aerosol cans.

B. The current collections are approximately 3,800 tons (with glass) annually from single family residential units, multifamily residential units serviced by the commercial division (dumpsters) and City buildings and properties

C. Vendor shall be required to monitor and keep records of market conditions for recyclable materials described under Paragraph A, above. For any recyclable material found to have a market value of $0 for a period of **SIXTY (60) DAYS**, Vendor may submit a written request for exemption from recycling requirements to the City Project Manager seeking permission to landfill said items. Upon receipt of the City's approval, Vendor may landfill those recyclable materials specifically set forth in the City's approval. Within **SIXTY (60) DAYS** of an improvement in market conditions, Vendor must resume recycling services for those recyclable materials previously approved for landfill disposal due to a decrease in market value.

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Recycling Collection Schedule

The Vendor shall collect recyclables on a weekly basis. Collections must not begin before 7:00 a.m. Recycling services will be performed year round, excluding predetermined holidays and with the exception of extreme and adverse weather conditions. The Vendor will give notification and consult with the City as such occasions arise. The Vendor will work with City staff to determine holiday and inclement weather pick up schedule modifications.

Collection Procedure

Vendor shall collect all properly prepared materials accepted by this program. Newspapers and other paper materials shall be considered acceptable for collection whether wet or dry. Improper contents, i.e. those materials not designated for collections, do not have to be collected and may be left in the container with a printed explanatory notice. The contents of the notices shall be subject to the City's approval prior to printing for use.

Vendor will not place items from the customer's cart on the ground and cardboard boxes placed next to recycle carts will be collected. In the case of missed collections, arrangements should be made to collect those the same day or on the next business day.

Road Specifications

All roads and/or drives receiving garbage service are eligible to participate in curbside recycling.

Front Door/Back Door Service

Special front door/back door collection service shall be provided for medical waiver residents as identified by the City. The City will relay all customer requests for such service to the Vendor upon receipt. Currently, 150 residents receive this service.

Multi-Family Complexes

Multi-family recycling drop off points may require screening and/or other solutions to accommodate the containers and to meet the planning, parking, access, appearance, zoning, and other requirements of the jurisdiction in which the site is found. The complexes themselves may also have appearance and other requirements. Vendor will have primary responsibility for ensuring the placement of sufficient containers at each complex. Containers used for multifamily dwellings must be maintained by the Vendor in cooperation with apartment complex or mobile home park maintenance personnel so that they are available for use. Vendor shall furnish recycling containers appropriate for multi-family complexes.

The City will not require the Vendor to bear any expense of any required site modifications, but the Vendor will be required to work closely with the complex managers to ensure proper and acceptable container placement.

Revenues

Vendor will receive 100% of the revenues from the sale of recyclables.

Public Awareness Campaign

Before and during the program, the Vendor will conduct a Public Awareness Campaign, with the assistance of the City, to ensure comprehensive public education of the recycling program. The vendor will be responsible for providing flyers along with delivery of the bins to all households.

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Vendor will submit for the City's review, any marketing program it plans for public awareness to promote recycling.

City Buildings

The City requires that City buildings and properties maintained by the City receive basic recycling service at no charge.

Contamination

All recycling materials collected will be processed and marketed by the Vendor. Landfilling of approved recycling materials will be prohibited, apart from material contamination. The Vendor must report on a quarterly basis the landfilling of contaminated materials, providing in writing the details of how much, and where materials were landfilled.

The City will pay for contamination (out-throws) that exceed 10% of the monthly recycling collection at the rate of $125.00 a ton beginning six months after service begin date. Five months after the service begin date, a composition study will be completed to calculate the percentage of out-throws charged to the City on monthly collections. Updated composition studies will be done every 6 months thereafter to determine the charge for out-throws for that period. The vendor will notify the City the date when each composition study will be completed, and invite the City to observe the process.

Recycling Bins

Vendor will provide and distribute, at its own expense, collection containers for each unit. Used carts can be provided if they are in good condition. For most households, these containers will be 96 gallon carts. Smaller bins/containers will be available for disabled residents, or those in smaller housing units with limited space that may request a reduced size collection bin. Each container will be able to withstand outside weather conditions and will have the City of Ocala's logo imprinted (if new carts) and contractor's name and number identified. Vendor must provide additional containers at the request of the City at no cost, as needed. Appearance, color and design of the containers are subject to the approval of the City to distinguish them as recycle containers.

When customers request a bin/cart, the request must be met within five (5) working days.

Reporting Requirements

Vendor will be required to keep accurate program records and submit reports to comply with the City's reporting requirements. These reports are extremely important, as they will serve as a means to inform the City's staff of the status of recycling activities. The City also requires the Vendor to provide certifiable, accurate monthly weight receipts for all materials collected in the City's program and marketed by the Vendor. The Vendor will submit these records of sales of materials quarterly. Monthly, quarterly and annual reporting requirements are outlined below:

Monthly Project Reports

- Summaries of the tonnages of all materials recovered by material type.
- List of all customer complaints including name, address, date, nature of complaint, and how the complaint was resolved.

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- Weekly set-out rates and monthly participation rates.
- Any changes in processing locations or outlets for any commodity.

Quarterly Reporting Requirements

- Tonnages recovered by material and where they were processed.
- Discussion of problems and noteworthy experiences in program operation.
- Summary of all complaint calls received by number and type.

Annual Reports

- Summary of participation rates, recovered materials' tonnage and type, and where they were processed.
- A discussion of public awareness activities and their impact on participation and recovered volumes.
- A discussion of highlights and problems, and measures taken to resolve problems and increase efficiency and household participation.
- Summary of complaint calls by number and type.

Contract Term

This contract will remain as a firm, fixed-price contract for a term of five (5) years. One five-year renewal may be exercised upon both parties' mutual written agreement.

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Title	Fourth Amendment of Agreement for Single-Stream Curbside...
File name	FOR COUNCIL - Ame... Inc (PWD 18-.pdf
Document ID	42e0abf470f49eaa06e9293b7b8678dd41b8220c
Audit trail date format	MM / DD / YYYY
Status	● Pending signature

Document History

SENT	**12 / 07 / 2022** 11:56:18 UTC-5	Sent for signature to William E. Sexton, Esq. (wsexton@ocalafl.org), James P. Hilty, Sr. (jhilty@ocalafl.org), Angel B. Jacobs (ajacobs@ocalafl.org) and Waste Pro of Florida, Inc. (jlourenco@wasteprousa.com) from plewis@ocalafl.org IP: 216.255.240.104
VIEWED	**12 / 15 / 2022** 14:37:52 UTC-5	Viewed by William E. Sexton, Esq. (wsexton@ocalafl.org) IP: 216.255.240.104
SIGNED	**12 / 15 / 2022** 14:38:38 UTC-5	Signed by William E. Sexton, Esq. (wsexton@ocalafl.org) IP: 216.255.240.104
INCOMPLETE	**12 / 15 / 2022** 14:38:38 UTC-5	This document has not been fully executed by all signers.

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Status	● Pending signature

Document History

SENT	**01 / 09 / 2023** 10:56:55 UTC-5	Sent for signature to James P. Hilty, Sr. (jhilty@ocalafl.org), Angel B. Jacobs (ajacobs@ocalafl.org) and Waste Pro of Florida, Inc. (jlourenco@wasteprousa.com) from plewis@ocalafl.org IP: 67.231.55.34
VIEWED	**01 / 09 / 2023** 13:17:42 UTC-5	Viewed by James P. Hilty, Sr. (jhilty@ocalafl.org) IP: 24.250.245.57
SIGNED	**01 / 09 / 2023** 13:17:57 UTC-5	Signed by James P. Hilty, Sr. (jhilty@ocalafl.org) IP: 24.250.245.57
VIEWED	**01 / 09 / 2023** 14:23:07 UTC-5	Viewed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 09 / 2023** 14:23:16 UTC-5	Signed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
INCOMPLETE	**01 / 09 / 2023** 14:23:16 UTC-5	This document has not been fully executed by all signers.

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Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**01 / 31 / 2023** 09:56:53 UTC-5	Sent for signature to Waste Pro of Florida, Inc. (jolourenco@wasteprousa.com) from plewis@ocalafl.org IP: 67.231.55.34
VIEWED	**01 / 31 / 2023** 09:58:27 UTC-5	Viewed by Waste Pro of Florida, Inc. (jolourenco@wasteprousa.com) IP: 38.104.89.90
SIGNED	**01 / 31 / 2023** 10:01:03 UTC-5	Signed by Waste Pro of Florida, Inc. (jolourenco@wasteprousa.com) IP: 38.104.89.90
COMPLETED	**01 / 31 / 2023** 10:01:03 UTC-5	The document has been completed.

THIRD AMENDMENT OF AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING

THIS THIRD AMENDMENT OF AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING ("Third Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **WASTE PRO OF FLORIDA, INC.**, a corporation duly organized and authorized to do business in the State of Florida (EIN# 59-3701785) ("Vendor").

WHEREAS, on May 15, 2018, City and Vendor entered into an Agreement for Single-Stream Curbside Recycling for a term of five (5) years from October 1, 2018 through and including September 30, 2023, City of Ocala Contract Number: PWD/18-014 (the "Original Agreement"); and

WHEREAS, on December 30, 2019, City and Vendor entered into a First Amendment ("First Amendment") of Agreement for Single-Stream Curbside Recycling to amend the compensation pursuant to the escalation provisions in the Original Agreement; and

WHEREAS, on June 10, 2021, City and Vendor entered into a Second Amendment ("Second Amendment") of Agreement for Single-Stream Curbside Recycling to amend the compensation pursuant to the escalation provisions in the Original Agreement; and

WHEREAS, City and Vendor now desire to further amend the compensation per Section 3, Escalation of the Original Agreement utilizing the CPI-U index.

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 Third Amendment.
3. **COMPENSATION**. Effective **OCTOBER 1, 2021**, the City shall pay the Vendor for the performance of the work, and in accordance with the contact documents a total of **$352.30 per ton (THREE HUNDRED FIFTY-TWO AND 30/100 DOLLARS)** which represents a 3% increase based on the prior year's CPI-U index change. The City guarantees a minimum 3,800 tons during a 12-month recycling period. Beginning every October 1st of the contract year,

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if recycling collections are less than 3,800 tons for the preceding 12-month period, the Vendor may invoice the City for the difference up to 3,800 tons at the contract price.

4. **NOTICES**. All notices, certifications or communications required by this Third 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 email. All notices shall be addressed to the respective parties as follows:

If to Vendor:	Waste Pro of Florida, Inc. Joseph Lourenco 408 Cypress Road Ocala, FL 34472 PH: 352-857-3387 E-mail: jolourenco@wasteprousa.com
If to City of Ocala:	Tiffany L. Kimball, Contracting Officer City of Ocala, City Hall 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 PH: 352-629-8366 FAX: 352-690-2025 Email: tkimball@ocalafl.org
Copy to:	Robert W. Batsel, Jr. Gilligan, Gooding, Batsel, Anderson & Phelan, P.A. 1531 SE 36th Avenue Ocala, Florida 34471 PH: 352-867-7707 FAX: 352-867-0237 Email: rbatsel@ocalalaw.com

5. **COUNTERPARTS.** This Third 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).** 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 Third Amendment. Further, a duplicate or copy of the Third Amendment

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that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Third Amendment for all purposes.

7. **LEGAL AUTHORITY**. Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third 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 Third Amendment.

IN WITNESS WHEREOF, the parties have executed this Third Amendment on 10/12/2021.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA:

Ken Whitehead

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

/s/Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

WASTE PRO OF FLORIDA, INC.

By: Joseph Lourenco

Joseph Lourenco
(Printed Name)

Division Manager
(Title)

Doc ID: 8668[illegible]

TITLE	For Signature: Third Amendment to Single-Stream Curbside...
FILE NAME	For Signature - A... (PWD 18-014).pdf
DOCUMENT ID	86df812398edb5c5466eda3c36af8b91eda78aab
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Out For Signature

Document History

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VIEWED	**10 / 12 / 2021** 14:08:15 UTC-4	Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.51
SIGNED	**10 / 12 / 2021** 14:08:58 UTC-4	Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.51
VIEWED	**10 / 12 / 2021** 14:09:41 UTC-4	Viewed by Ken Whitehead (kwhitehead@ocalafl.org) IP: 216.255.240.104
SIGNED	**10 / 12 / 2021** 14:14:41 UTC-4	Signed by Ken Whitehead (kwhitehead@ocalafl.org) IP: 216.255.240.104

HELLOSIGN

Audit Trail

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STATUS	● Out For Signature

Document History

VIEWED	**10 / 13 / 2021** 08:49:28 UTC-4	Viewed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**10 / 13 / 2021** 08:49:42 UTC-4	Signed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
INCOMPLETE	**10 / 13 / 2021** 08:49:42 UTC-4	This document has not been fully executed by all signers.

TITLE	For Signature: Amendment 3 - Single-Stream Curbside...
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AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

SENT	**09 / 27 / 2022** 12:35:05 UTC-4	Sent for signature to Waste Pro of Florida, Inc. (jolourenco@wasteprousa.com) from plewis@ocalafl.org IP: 216.255.240.104
VIEWED	**09 / 27 / 2022** 12:36:32 UTC-4	Viewed by Waste Pro of Florida, Inc. (jolourenco@wasteprousa.com) IP: 174.211.241.113
SIGNED	**09 / 27 / 2022** 13:21:32 UTC-4	Signed by Waste Pro of Florida, Inc. (jolourenco@wasteprousa.com) IP: 67.9.97.106
COMPLETED	**09 / 27 / 2022** 13:21:32 UTC-4	The document has been completed.

SECOND AMENDMENT OF AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING

THIS SECOND AMENDMENT OF AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING ("Second Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **WASTE PRO OF FLORIDA, INC.**, a corporation duly organized and authorized to do business in the State of Florida (EIN# 59-3701785) ("Vendor").

WHEREAS, on May 15, 2018, City and Vendor entered into an Agreement for Single-Stream Curbside Recycling (the "Original Agreement"), City of Ocala Contract Number: PWD/18-014; and

WHEREAS, the term of the Original Agreement commenced on October 1, 2018 and has provisions for escalation utilizing the CPI-U index; and

WHEREAS, City and Vendor are amending the compensation per Section 3, Escalation 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. **COMPENSATION**. Effective **October 1, 2020**, the City shall pay the Vendor for the performance of the work, and in accordance with the contact documents a total of **$342.04 (THREE HUNDRED, FORTY-TWO AND 04/100 DOLLARS) per ton** which represents a 1.2% increase based on the prior year's CPI-U index change. The City guarantees a minimum 3,800 tons during a 12-month recycling period. Beginning every October 1st of the contract year, if recycling collections are less than 3,800 tons for the preceding 12-month period, the Vendor may invoice the City for the difference up to 3,800 tons at the contract price.

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4. **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 email. All notices shall be addressed to the respective parties as follows:

If to Vendor:	Waste Pro of Florida, Inc. Joseph Lourenco 408 Cypress Road Ocala, FL 34472 PH: 352-857-3387 E-mail: jlourenco@wasteprousa.com
If to City of Ocala:	Tiffany L. Kimball, Contracting Officer City of Ocala, City Hall 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 PH: 352-629-8366 FAX: 352-690-2025 Email: tkimball@ocalafl.org
Copy to:	Robert W. Batsel, Jr. Gilligan, Gooding, Batsel, Anderson & Phelan, P.A. 1531 SE 36th Avenue Ocala, Florida 34471 PH: 352-867-7707 FAX: 352-867-0237 Email: rbatsel@ocalalaw.com

5. **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.

6. **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.

Doc ID: c3662686f9ca29c51b07225861cf1c88646b3793

7. **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.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on 06 / 10 / 2021.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA:

Ken Whitehead

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

/s/ Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

WASTE PRO OF FLORIDA, INC.

Vice President or higher

Doc ID: c3662686f9ca29c51b07225861cf1c88646b3793

TITLE	Amendment 2: Single-Stream Curbside Recycling
FILE NAME	0576_001.pdf
DOCUMENT ID	c3662686f9ca29c51b07225861cf1c88646b3793
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

SENT	**06 / 08 / 2021** 17:02:12 UTC-4	Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), Ken Whitehead (kwhitehead@ocalafl.org) and Angel B. Jacobs (ajacobs@ocalafl.org) from cmfitsemons@ocalafl.org IP: 216.255.240.104
VIEWED	**06 / 09 / 2021** 08:40:15 UTC-4	Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.51
SIGNED	**06 / 09 / 2021** 08:41:53 UTC-4	Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.51
VIEWED	**06 / 09 / 2021** 14:06:27 UTC-4	Viewed by Ken Whitehead (kwhitehead@ocalafl.org) IP: 216.255.240.104
SIGNED	**06 / 10 / 2021** 15:55:47 UTC-4	Signed by Ken Whitehead (kwhitehead@ocalafl.org) IP: 216.255.240.104

TITLE	Amendment 2: Single-Stream Curbside Recycling
FILE NAME	0576_001.pdf
DOCUMENT ID	c3662686f9ca29c51b07225861cf1c88646b3793
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

VIEWED	**06 / 10 / 2021** 15:57:29 UTC-4	Viewed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**06 / 10 / 2021** 15:57:40 UTC-4	Signed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**06 / 10 / 2021** 15:57:40 UTC-4	The document has been completed.

FIRST AMENDMENT OF AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING

THIS FIRST AMENDMENT OF AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING ("First Amendment") is entered into this 30th day of December, 2019, by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **WASTE PRO OF FLORIDA, INC.**, a corporation duly organized and authorized to do business in the State of Florida (EIN# 59-3701785) ("Vendor").

WHEREAS, on May 15, 2018, City and Vendor entered into an Agreement for Single-Stream Curbside Recycling (the "Original Agreement"), City of Ocala Contract Number: PWD/18-014; and

WHEREAS, the term of the Original Agreement commenced on October 1, 2018 and is set to expire on September 20, 2023; and

WHEREAS, City and Vendor desire are amending the compensation per the provisions of Section 3, Escalation 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 First Amendment.
3. **COMPENSATION**. The City shall pay the Vendor for the performance of the work, and in accordance with the contact documents a total of **$337.98 per ton (THREE HUNDRED, THIRTY-SEVEN AND 98/100 DOLLARS)**. The City guarantees a minimum 3,800 tons during a 12-month recycling period. Beginning every October 1st of the contract year, if recycling collections are less than 3,800 tons for the preceding 12-month period, the Vendor may invoice the City for the difference up to 3,800 tons at the contract price.

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 email. All notices shall be addressed to the respective parties as follows:

If to Vendor:	Waste Pro of Florida, Inc. Joseph Lourenco 408 Cypress Road Ocala, FL 34472 PH: 352-857-3387 E-mail: jlourenco@wasteprousa.com
If to City of Ocala:	Tiffany L. Kimball, Contracting Officer City of Ocala, City Hall 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 PH: 352-629-8366 FAX: 352-690-2025 Email: tkimball@ocalafl.org
Copy to:	Patrick G. Gilligan, Esquire Gilligan, Gooding, Franjola & Batsel, P.A. 1531 SE 36th Avenue Ocala, Florida 34471 PH: 352-867-7707 FAX: 352-867-0237 Email: pgilligan@ocalalaw.com

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).** 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.

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.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the date set forth above

ATTEST:

Angel B. Jacobs
City Clerk

CITY OF OCALA:

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.
Assistant City Attorney

WASTE PRO OF FLORIDA, INC.

Vice President or higher

CITY OF OCALA
GOD BE WITH US
MARION COUNTY, FLORIDA

AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING

THIS AGREEMENT is entered into this 15th day of May, 2018 by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **WASTE PRO OF FLORIDA, INC.,** a Florida registered corporation (EIN: 59-3701785), with offices at 408 Cypress Road, Ocala, Florida 34472 ("Vendor").

WHEREAS:

The City of Ocala issued an Invitation to Bid on December 15, 2017 for **ITB# PWD/17-032: Solid Waste Disposal and Recycling Services**.

Two (2) bidders responded, and Waste Pro of Florida, Inc. was the lowest responsive and responsible bidder for recycling services. The Vendor was subsequently selected as the intended awardee for these services.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the parties hereto agree as follows:

1. **SERVICES.** Vendor will provide all materials, labor, and equipment to provide single stream recycling services for the City as described, and pursuant to the scope of service set forth on the attached **Exhibit A - Scope of Service**, and underlying ITB# PWD/17-032. The contract, and all exhibits, hold precedence over the ITB documents.

2. **COMPENSATION.** City shall pay Vendor for the performance of the work, and in accordance with the contract documents, a total of **$332.00 per ton (THREE HUNDRED, THIRTY-TWO DOLLARS).** The City guarantees a minimum 3,800 tons during a 12-month recycling period. Beginning every October 1st of the contract year, if recycling collections are less than 3,800 tons for the preceding 12-month period, the Vendor may invoice City for the difference up to 3,800 tons at the contract price.

3. **ESCALATION.** During each contract year anniversary on October 1st, Vendor may request a CPI-U adjustment applied to the per ton price, but in no case will it exceed 3% yearly. If the CPI-U change is greater than 3% in one year, the difference will carryforward and be applied to the following year for a maximum of 3% total. (I.e.- if Year 1 has a CPI-U increase of 3.8 % then .8% will carry forward to the next year to be applied to the CPI-U change. In no event will City's increase ever be more than the 3% cap in any year)

4. **RECYCLING MARKETS.** If recycling market prices change significantly during the course of the contract, the Vendor may present their findings to the City for consideration of a price or scope adjustment. Vendor may terminate the contract upon a 180-day notice if a revised agreement between the parties cannot be met.

5. **CONTAMINATION.** The City will pay for contamination (out-throws) that exceed 10% of the monthly recycling collection at the rate of **$125.00 per ton** beginning six months after service begin date. A composition study will be completed five months after service begin date which will be used to calculate the percentage of out-throws charged to the City on monthly collections beginning on month six. Updated composition studies will be done every six months during the renewal term to determine charges for out-throws. Waste Pro will notify the City the date when each composition study will be completed, and invite the City to observe the process.

6. **TERM & TERMINATION.** This Agreement shall begin on **October 1, 2018** and terminate at the end of the business day on **September 30, 2023**. This Agreement may, by written consent between City and the Vendor, be renewed for up to one (1) additional five-year term. Either party may terminate this Agreement immediately upon default or breach by the other party, if said party remains in default or breach after receiving written notice and fails to cure such default or breach within thirty (30) days of said notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

7. **CHANGE IN SCOPE.** Should the City and Vendor mutually agree to a change in the scope of services being provided during the term of this Agreement, an agreed to price adjustment shall be set forth in a written amendment to this Agreement. Pricing shall be based on unit prices set forth in this Agreement, when applicable.

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

9. **CONTRACT FULFILLMENT.** Vendors who enter into an Agreement with the City of Ocala and fail to complete the contract term, for any reason, will be subject to future bidding suspension for one (1) year, and up to a possible three (3) year bid debarment for serious contract failures.

10. **TAGGING PROCEDURES.** Vendor will perform tagging procedures as outlined in Exhibit B-Tagging Procedures to assist with reducing contamination in the City's recycling stream. The City will visit tagged households on the 2nd violation to discuss contamination and violations

with recycling. Repeat offenders will have their recycling cart removed by the City.

11. **METHOD OF COMPENSATION.** In consideration for providing the City with the services described in this contract, the City will compensate the Vendor as noted in **Section 2** as follows:

A. The City will pay Vendor, as approved and invoiced, for each verified ton of recycling collected. Vendor shall provide certified scale reports of tons collected with the invoice. 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.

B. Vendor shall invoice the City monthly for all tons collected during the preceding calendar month. Invoices for this Agreement will be prepared by Vendor, and submitted through the responsible City Project Manager at: **City of Ocala Sanitation Department, Dwayne Drake, 2100 NE 30th Avenue, Building 200, ddrake@ocalafl.org**. Invoices must be reviewed and agreed upon by City of Ocala Project Manager; this review and agreement shall not be unreasonably withheld, conditioned, or delayed. The City contract number must be listed on the submitted invoice along with an assigned invoice number and invoice date. Please indicate any payment discount terms on the invoice. One original of the invoice should be included with the submission.

C. The City reserves the right to withhold payment for work not completed, or services completed unsatisfactorily, or work or products deemed inadequate or untimely by the City. Any payment withheld will be released and paid to Vendor promptly when work or products are subsequently performed/delivered to the City's satisfaction.

12. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Vendor. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Vendor's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover Vendor. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided. Insurance written on a "Claims Made" form is not acceptable without City of Ocala Risk Management consultation.

B. Deductibles. Vendor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the latter. Vendor is responsible for the amount of any deductible or self-insured retention.

C. Certificates. Vendor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala" as an Additional Insured for General Liability, and Business Automobile Liability insurance. The City of Ocala, Procurement Department, 110 SE Watula Ave, Ocala, FL 34471 should be shown as the Certificate Holder, and for providing for required thirty (30) day cancellation notice.

*Non-rated insurers must be pre-approved by the City Risk Manager.

D. Failure to Maintain Coverage. In the event Vendor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Vendor under this Agreement, Vendor shall be considered to be in default of this Agreement.

E. Severability of Interests. Vendor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, 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.

13. **LIABILITY INSURANCE.** Vendor shall procure and maintain for the life of this contract Commercial General Liability Insurance with limits not less than:

A. $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage and Personal and Advertising Injury;

B. $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations;

C. Commercial General Liability policy must include coverage for Contractual Liability.

The City, a political subdivision of the State of Florida, its officials, employees, and volunteers will 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 regarding liability arising out of activities performed by or on behalf of Vendor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

14. **BUSINESS AUTO LIABILITY.** Vendor shall procure and maintain Automobile Insurance for the life of this contract. Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. The City must be an additional insured on the policy.

15. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure and maintain for the life of this contract Workers' Compensation insurance, and Employer's Liability at statutory requirement limits. Vendor shall ensure any subcontractor has statutory coverage. The City of Ocala need not be named as an additional insured, but a subrogation waiver endorsement is required. Exceptions and exemptions will be allowed by the City's HR/Risk Director, if they are in accordance with Florida Statute.

16. **POLLUTION LIABILITY.** Vendor shall purchase and maintain in force for the duration of the contract insurance for pollution legal liability applicable to bodily injury, property damage, including natural resource damage, loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs, removal, storage, disposal, and/or use of the pollutant; and defense, including costs and expenses incurred in the investigation, defense or settlement of claims.

    Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos.

17. **E-VERIFY.** In accordance with Executive Order 11-116, Vendor shall utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. Vendor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

18. **SAFETY/ENVIRONMENTAL.** Vendor is responsible at all times for precautions to achieve the protection of all persons including employees and property. The Vendor shall make reasonable efforts to detect apparent 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. All Vendor caused hazardous spills, accidents, injuries

or claims or potential claims shall be reported promptly to the City Risk Management Department.

19. **INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges the Vendor is an independent contractor. Nothing in this Agreement is intended, nor shall be construed, to create an agency relationship, a partner or partnership, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Vendor performs hereunder.

20. **ACCESS TO FACILITIES.** City will provide Vendor with access to the Facilities to permit Vendor to meet its obligations hereunder.

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

22. **NON-EXCLUSIVITY.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor. This Contract shall not restrict City from acquiring similar, equal or like goods and/or services, or executing additional contracts from other entities or sources.

23. **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 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.

24. **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 doing business with City will 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.

25. **EXCESS FUNDS**. Any party receiving funds paid by City under this Agreement shall promptly notify City of any funds erroneously received upon the discovery of such erroneous funds receipt. Any such excess funds shall be refunded to City within thirty (30) days, or must include interest calculated from the date of the erroneous payment or overpayment at the interest rate for judgments at the highest rate as allowed by law.

26. **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.

27. **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.

28. **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 the 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.

29. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Vendor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or veteran status and will 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.

30. **PUBLIC ENTITY CRIMES.** Vendor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

31. **DEFAULT.** This Agreement is critical to the City and the City reserves the right to immediately cancel either in whole or in part any portion of this Agreement due to failure of the Vendor to carry out any obligation, term, or condition of the Agreement. The City will issue a written notice of default effective immediately and not deferred by any interval of time. Default shall be any act or failure to act on the part of the Vendor including, but not limited to, any of the following:

    A. Vendor fails to adequately perform the services set forth in the specifications of the Agreement;

    B. Vendor fails to complete the work required within the time stipulated in the Agreement; and

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

32. **REMEDIES/OPPORTUNITY TO CURE.** If Vendor defaults on any provision of this Agreement, City may, at its sole discretion, give written notice to Vendor detailing Vendor's violations and giving Vendor an opportunity to cure the default. If such violation is not corrected to the reasonable satisfaction of City within the time required by the City to cure the default, after the date of notice of violation, the City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, including termination of this Agreement without further notice and all rights of vendor hereunder.

    Notwithstanding City's termination of the Agreement, Vendor shall remain liable to City for damages, costs, or attorney's fees arising prior to such termination. In case of default, the City reserves the right to hire another vendor to complete the required work in accordance with the needs of the City. City may recover any actual excess costs from the Vendor by: (a) Deduction from an unpaid balance, (b) Placing a claim against the Performance Bond, or (c) Any other remedy as provided by law.

33. **TERMINATION FOR CONVENIENCE.** City may, at any time and for any reason, terminate Vendor's services and work at City's convenience. Upon receipt of such notice, Vendor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Vendor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs incurred by Vendor as permitted by the contract and approved by City.

34. **NON-FUNDING.** In the event sufficient budgeted funds are not available or depleted, City shall notify the Vendor of such occurrence and contract shall terminate without penalty or expense to the City.

35. **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.

36. **FORCE MAJEURE.** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the reasonable control of the party and which could not reasonably have been anticipated or prevented.

    For purposes of this Agreement, Force Majeure includes, but is not limited to, war, terrorism, riots, epidemics, fire, acts of nature, strikes, lockouts, court orders, and acts, orders, laws, or regulations of the government of the United States or the several states, prohibiting or impeding any party from performing its respective obligations under the contract.

    If Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue. Should Vendor be delayed in the commencement, performance, or completion of the Work due to any of the conditions under this section, Vendor shall be entitled to an extension of time only, provided however, that in no event shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such Force Majeure delays.

37. **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.

38. **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.

39. **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.

40. **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 email. All notices shall be addressed to the respective parties as follows:

If to Vendor:	Waste Pro of Florida, Inc. Joseph Lourenco 408 Cypress Road Ocala, Florida 34472 Phone: 352-857-3387 Email: jlourenco@wasteprousa.com
If to City of Ocala:	Tiffany Kimball, Contracting Officer 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8366 Fax: 352-690-2025 Email: tkimball@ocalafl.org
Copy to:	Patrick G. Gilligan, Esquire Gilligan, Gooding, Franjola & Batsel, P.A. 1531 SE 36th Avenue Ocala, Florida 34471 Phone: 352-867-7707 Fax: 352-867-0237 Email: pgilligan@ocalalaw.com

41. **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.

42. **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.

43. **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.

44. **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.

45. **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.

46. **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.

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

48. **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.

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

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

51. **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.

52. **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.

53. **CONTRACT DOCUMENTS.** The contract documents that comprise the entire Agreement between the City and Vendor are made a part hereof, and are listed as exhibits. There are no contract documents other than those listed below. If there is a conflict in terms between this Agreement and the contract documents, then the terms of this Agreement will control over the terms of the contract documents listed below.

Exhibit A: Scope of Service (A-1 through A-5)

Exhibit B: Tagging Procedures (B-1 through B-2)

54. **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 the date set forth above.

ATTEST:

Angel B. Jacobs
City Clerk

CITY OF OCALA

Matthew J. Wardell
City Council President

Approved as to form and legality:

Patrick G. Gilligan
City Attorney

CITY OF OCALA * GOD BE WITH US * MARION COUNTY, FLORIDA

WASTE PRO OF FLORIDA, INC.

Vice President or higher

ATTESTED BY CITY COUNCIL
May 15, 2018
DATE
OFFICE OF THE CITY CLERK

Vendor will be responsible for recycling collection, processing and hauling with glass included. Vendor is guaranteed to be paid for a minimum of 3,800 tons of recycling collection. Single stream recycling is available to approximately 16,000 residential customers, 7,000 multi-family customers and just over 100 residential offices. Recycling collection services are performed once per week at the curbside, or rear door. Collection services are performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday.

Definitions

Recyclables – Objects that can be salvaged, processed and used again.

Recyclable processing – Sorting and/or delivering recyclables to a certified recycling facility.

Landfilling – A system of trash and garbage disposal in which the waste is buried between layers of earth.

Vendor Responsibilities

Vendor will be responsible for the complete collection and processing of recyclables in the most cost efficient and effective manner. It is the sole responsibility of the Vendor to perform the necessary activities in accordance with requirements of any permits and applicable laws.

Recycling Materials

Vendor will collect, process, and market recyclable materials including:

1. Aluminum products; bi-metal/steel cans;
2. PET, PETE, HDPE plastic containers (includes colored, #1-7 plastics);
3. Newspapers and inserts; phone books; junk mail; office paper; old corrugated cardboard (OCC); paperboard; magazines; cereal boxes;
4. Glass containers;
5. Aerosol cans.

The current collections are approximately 3,800 tons (with glass) annually from single family residential units, multifamily residential units serviced by the commercial division (dumpsters) and City buildings and properties

Recycling Collection Schedule

The Vendor shall collect recyclables on a weekly basis. Collections must not begin before 7:00 a.m. Recycling services will be performed year round, excluding predetermined holidays and with the exception of extreme and adverse weather conditions. The Vendor will give notification and consult with the City as such occasions arise. The Vendor will work with City staff to determine holiday and inclement weather pick up schedule modifications.

Collection Procedure

Vendor shall collect all properly prepared materials accepted by this program. Newspapers and other paper materials shall be considered acceptable for collection whether wet or dry. Improper contents, i.e. those materials not designated for collections, do not have to be collected and may be left in the container with a printed explanatory notice. The contents of the notices shall be subject to the City's approval prior to printing for use.

Vendor will not place items from the customer's cart on the ground and over-sized cardboard boxes placed next to recycle carts will be collected by the City. In the case of missed collections, arrangements should be made to collect those the same day or on the next business day.

Road Specifications

All roads and/or drives receiving garbage service are eligible to participate in curbside recycling.

Front Door/Back Door Service

Special front door/back door collection service shall be provided for medical waiver residents as identified by the City. The City will relay all customer requests for such service to the Vendor upon receipt. Currently, 150 residents receive this service.

Multi-Family Complexes

Multi-family recycling drop off points may require screening and/or other solutions to accommodate the containers and to meet the planning, parking, access, appearance, zoning, and other requirements of the jurisdiction in which the site is found. The complexes themselves may also have appearance and other requirements. Vendor will have primary responsibility for ensuring the placement of sufficient containers at each complex. Containers used for

multifamily dwellings must be maintained by the Vendor in cooperation with apartment complex or mobile home park maintenance personnel so that they are available for use. Vendor shall furnish recycling containers appropriate for multi-family complexes.

The City will not require the Vendor to bear any expense of any required site modifications, but the Vendor will be required to work closely with the complex managers to ensure proper and acceptable container placement.

Revenues

Vendor will receive 100% of the revenues from the sale of recyclables.

Public Awareness Campaign

Before and during the program, the Vendor will conduct a Public Awareness Campaign, with the assistance of the City, to ensure comprehensive public education of the recycling program. The Vendor will be responsible for providing flyers along with delivery of the bins to all households. Vendor will submit for the City's review, any marketing program it plans for public awareness to promote recycling.

City Buildings

The City requires that City buildings and properties maintained by the City receive basic recycling service at no charge.

Contamination

All recycling materials collected will be processed and marketed by the Vendor. Landfilling of approved recycling materials will be prohibited, apart from material contamination. The Vendor must report on a quarterly basis the landfilling of contaminated materials, providing in writing the details of how much, and where materials were landfilled.

The City will pay for contamination (out-throws) that exceed 10% of the monthly recycling collection at the rate of $125.00 a ton beginning six months after service begin date. Five months after the service begin date, a composition study will be completed to calculate the percentage of out-throws charged to the City on monthly collections. Updated composition studies will be done every 6 months thereafter to determine the charge for out-throws for

that period. The Vendor will notify the City the date when each composition study will be completed, and invite the City to observe the process.

Recycling Bins

Vendor will provide and distribute, at its own expense, collection containers for each unit. Used carts can be provided if they are in good condition. For most households, these containers will be 96 gallon carts. Smaller bins/containers will be available for disabled residents, or those in smaller housing units with limited space that may request a reduced size collection bin. Each container will be able to withstand outside weather conditions and will have the City of Ocala's logo imprinted (if new carts) and contractor's name and number identified. Vendor must provide additional containers at the request of the City at no cost, as needed. Appearance, color and design of the containers are subject to the approval of the City to distinguish them as recycle containers.

When customers request a bin/cart, the request must be met within five (5) working days.

Reporting Requirements

Vendor will be required to keep accurate program records and submit reports to comply with the City's reporting requirements. These reports are extremely important, as they will serve as a means to inform the City's staff of the status of recycling activities. The City also requires the Vendor to provide certifiable, accurate monthly weight receipts for all materials collected in the City's program and marketed by the Vendor. The Vendor will submit these records of sales of materials quarterly. Monthly, quarterly and annual reporting requirements are outlined below:

Monthly Project Reports

- Summaries of the tonnages of all materials recovered by material type.
- List of all customer complaints including name, address, date, nature of complaint, and how the complaint was resolved.
- Weekly set-out rates and monthly participation rates.
- Any changes in processing locations or outlets for any commodity.

Quarterly Reporting Requirements

- Tonnages recovered by material and where they were processed.
- Discussion of problems and noteworthy experiences in program operation.

- Summary of all complaint calls received by number and type.

Annual Reports

- Summary of participation rates, recovered materials' tonnage and type, and where they were processed.
- A discussion of public awareness activities and their impact on participation and recovered volumes.
- A discussion of highlights and problems, and measures taken to resolve problems and increase efficiency and household participation.
- Summary of complaint calls by number and type.

Tagging Procedures

- Vendor will complete tagging procedures as outlined in **Exhibit B** to reduce contamination in the recycling stream. City will assist the effort by removing carts of repeat violators.

I. Recycling Tagging, Reporting, and Violation Procedures:

A. WastePro Tagging Procedures:

1. WastePro will provide a separate driver to identify violators and tag appropriately.
2. WastePro shall visually check each residence on all City routes on a continuous basis, one route per day, nine weeks to check all routes, until recycling contamination is reduced to 10% or less.
3. ***WastePro Cart Tagging Procedures***:
   a. First violation: WastePro must place a yellow tag with a yellow tag letter on recycling cart.
   b. Second violation: WastePro must place a red tag with a red tag letter on recycling cart.
   c. Third violation: WastePro must report violation to City for cart removal.

B. WastePro Reporting Procedures:

1. Provide a daily report to the City on recycling violations, the report must include the following:
   a. Date;
   b. Route;
   c. Address of violator;
   d. Contaminant(s)
   e. Number of violation offense (1, 2, or 3); and
   f. Color of tag left (if applicable).
2. Example of daily report format:

Tagging Report: April 25, 2018				
Route	**Address**	**Violation**	**Contaminants**	**Color of Tag**
2	2 SE 1st Street	1	Garbage	Yellow
4	4 SE Watula Ave	2	Yard waste	Red
6	6 SE 3rd Place	3	Cat litter	N/A

C. **City Recycling Violation Procedures:**

1. First violation: City will provide a yellow tag notice letter to WastePro.
2. Second violation: City will provide a red tag notice letter to WastePro. City representative will visit the residence and speak to the resident about recycling. If no one is home, a red tag notice letter will also be left at the residence or mailed to the residence.
3. Third violation: City will remove recycling cart from residence.

CITY OF OCALA
CITY COUNCIL REPORT

Council Meeting Date: 05/15/18

Subject: Award Contract - PWD/18-014 Single Stream Curbside Recycling

Submitted By: Darren Park

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item (ID # 12153) five-year contract with Waste Pro of Florida, Inc. for single stream curbside recycling and a total approximate expenditure of $6,308,000

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

PROOF OF PUBLICATION: Bid released to public: December 15, 2017

BACKGROUND:

The Public Works Sanitation Division is requesting approval of Contract# PWD/18-014 with Waste Pro of Florida, Inc. to provide single stream curbside recycling services for residential and multi-family complexes within the City limits. The City has provided single stream curbside recycling since April 2012. The current contract with Waste Pro of Florida, Inc. expires September 30, 2018.

FINDINGS AND CONCLUSIONS:

On December 15, 2017, Invitation To Bid (ITB)# PWD/17-032 was issued for single stream curbside recycling services. One bid, from Waste Pro of Florida, Inc, was received for $368.27 per ton, including glass and new recycling carts. This is equivalent to a $5.05 monthly unit cost per household. Staff negotiated a rate of $332.00 per ton using existing recycling carts. This is equivalent to $4.55 per household.

Bidder	Location	Original Price per Ton	Negotiated Price per Ton
Waste Pro of Florida, Inc.	Ocala, FL	$368.27	$332.00

The current monthly unit cost per household is $4.22 and, per previous Council action on March 21, 2017, will revert to $3.25 beginning October 1, 2018. The Sanitation fund is not able to absorb the cost of this increase beyond our budgeted amount. Therefore, a monthly increase of $0.97 per account for single and multi-family rates will be needed to cover the cost in excess of our Fiscal Year 2019 funds budgeted for the recycling program. This takes the rate back to $4.22 per account on October 1, 2018, which, with the savings from the solid waste disposal services contract, will cover our expenses. The rate increase will take effect October 1, 2018 and continue until September 30, 2023.

Award of this contract will allow the City to continue to provide single stream curbside recycling for residents with no program changes.

Staff recommends approval of Contract# PWD/18-014 Single Stream Curbside Recycling Service to Waste Pro of Florida, Inc., effective October 1, 2018 through September 30, 2023.

FISCAL IMPACT:
The rate change will generate increased revenues for Residential Sanitation of approximately $1,344,420 to cover the additional cost in excess of our budgeted funds for the recycling program beginning October 1, 2018 through September 30, 2023. The contract will be funded utilizing account 453-23-326-534-34010 and will be funded as part of the FY19 budget process.

PROCUREMENT REVIEW: This contract has been reviewed and approved for compliance with the City's procurement policies.

LEGAL REVIEW: The contract has been reviewed and approved for form and legality by the Assistant City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:

- Deny
- Table
- Direct Otherwise

SUPPORT MATERIALS:
CONTRACT - Waste Pro of Florida, Inc. (PDF)

File #: 2026-1306 Agenda Item #: 17a.

Submitted By: Austin Cash

Presentation By: Sean Lanier

Department: Engineering

FORMAL TITLE:
Local Mitigation Strategy 2025 Annual Report

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Local Mitigation Strategy (LMS) Steering Committee must submit an annual report to the Florida Department of Emergency Management (FDEM). Additionally, to maintain its Insurance Service Office (ISO) rating for flooding, the City of Ocala (City) is required under the Community Rating System (CRS) to submit an annual evaluation report on the LMS projects to the City Council and to review the plan's implementation.

Attached is a letter from the City Engineer regarding the implementation of the City's LMS projects. Also attached is the LMS 2025 annual report submitted to FDEM by the LMS Steering Committee and coordinated by Marion County.

Following Hurricane Irma, in 2018 the City of Ocala received funding for three LMS projects from the Federal Emergency Management Agency (FEMA) through the Public Assistance Hazard Mitigation Grant program.

Construction on the Northeast 16th Avenue Drainage project started on July 15, 2024, and was completed in October 2024. A final inspection by FDEM was requested in April 2024. The grant closeout phase is underway.

Construction of the Lift Station Generators and Manhole Lid Improvements project started on April 16, 2023, and substantial completion was issued in March 2025. TECO Peoples Gas is currently installing gas service to the last four natural gas generator locations. Once the gas service is installed and the generators are commissioned, the project will be complete.

The Fisher Park Lift Station Generator and Flood Project started construction on March 11, 2024, and was completed on September 1, 2025. The grant agreement is currently in the closeout phase.

January 16, 2026

Preston Bowlin, Director
Marion County Emergency Management
PO Box 1987
Ocala, Florida 34477

Re: Florida Administrative Code 27P-22.004 Compliance

Dear Director Bowlin:

The Florida Division of Emergency Management's Mitigation Planning Unit received your updated 27P-22.004 information for the 2025 calendar year. After reviewing the information received, it has been determined that your update is complete, and your Local Mitigation Strategy complies with F.A.C. 27P-22.004.

If you have any questions regarding this matter, or if our office can be of any further assistance, please contact your LMS Liaison Evan Jenkins at Evan.Jenkins@em.myflorida.com or 850-815-4589.

Respectfully,

Kristin Lentz Digitally signed by Kristin Lentz
Date: 2026.01.27 14:16:46 -05'00'

Laura Dhuwe,
Bureau Chief, Mitigation
State Hazard Mitigation Officer

LD/ej

Marion County
Board of County Commissioners
Growth Services ◆ Planning and Zoning
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2600
Fax: 352-438-2601

January 16, 2026

Laura Dhuwe
Mitigation Bureau Chief
Florida Division of Emergency Management
Attention: Mitigation Planning Unit
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

SUBJ: Marion County Local Mitigation Strategy (LMS) - 2025 Annual Report Transmittal

Dear Ms. Dhuwe:

Enclosed are the Marion County LMS annual report materials required by Florida Administrative Code (FAC) 27P-22.004 as follows:

1) Annual Compliance Form
2) 2025 LMS Program Summary
3) Steering Committee/Working Group Roster
4) 2024-2025 LMS Project List
5) Supporting documentation of written invitation of participation

If you have any questions regarding the materials, please do not hesitate to contact me via email at Kenneth.Odom@marionfl.org, phone or mail as indicated above.

Sincerely,

Kenneth W. Odom
Transportation Planner

Enclosures

Cc:
Preston Bowlin, Marion County Emergency Management Director
Erin Miller, MCSO, Emergency Management, LMS Chairman
Sean Lanier, City of Ocala Engineer Director, Vice LMS Chairman
James Banta, Marion County Fire Chief
Amanda Tart, Assistant County Administrator
Angel Roussel, Assistant County Administrator
Mounir Bouyounes, County Administrator
Tracy Straub, Assistant County Administrator

Florida Administrative Code 27P-22.004

Annual Compliance Form

This form is due by the last working weekday of January 2025 (Friday, January 31, 2025). Please email the completed form to MitigationPlanning@em.myflorida.com. Contact your liaison (listed below) with any questions. Thank you in advance for your cooperation.

Regions 1, 2, and 4	Regions 3, 5, and 8
Sabrina Uribe Sabrina.Uribe@em.myflorida.com 850-273-1830	Evan Jenkins Evan.Jenkins@em.myflorida.com 850-443-4280
Regions 6, 7, 9, and 10	**Mitigation Planning Manager**
Mitchell Budihas Mitchell.Budihas@em.myflorida.com 850-524-4195	Angie Odell Angie.Odell@em.myflorida.com 850-524-7438

Reference: FAC 27P-22.004(4)(a)		
County		
Chair	NAME: Sean Lanier	TITLE: City Engineer
	JURISDICTION: City of Ocala	
	ADDRESS: 1805 NE 30th Ave, Ocala, FL 34470	
	PHONE (O): 352-351-6763	PHONE (C):
	EMAIL: slanier@ocalafl.org	
Vice Chair *(if applicable)*	NAME: Erin Miller	TITLE: EM Assistant Director
	JURISDICTION: Marion County	
	ADDRESS: P.O. Box 1987, Ocala, FL 34478	
	PHONE (O): 352-369-8120	PHONE (C):
	EMAIL: emiller@marionso.com	
LMS Coordinator *(if applicable)*	NAME: Kenneth Odom	TITLE: Senior/Transportation Planner
	JURISDICTION: Marion County Board of County Commissioners	
	ADDRESS: 2710 East Silver Springs Boulevard	
	PHONE (O): 352-438-2620	PHONE (C):
	EMAIL: Kenneth.Odom@marionfl.org	
County Floodplain Administrator	NAME: Chuck Varadin	TITLE: Growth Services Director
	JURISDICTION: Marion County Board of County Commissioners	
	ADDRESS: 2710 East Silver Springs Boulevard	
	PHONE (O): 352-438-2600	PHONE (C):
	EMAIL: Chcuk.Varadin@marionfl.org	

Was your county's LMS Plan submitted to the State for review within the last 6 months?	☑ YES ☐ NO
If yes, have there been any changes since the plan was submitted?	☐ YES ☑ NO ☐ N/A
If yes or N/A, please complete the entire form. *If no, your 27P-22.004 annual compliance form is complete!*	

Requirement Checklist	Comments
LMS Working Group (LMSWG) Submit the LMSWG list, including contact information. *Reference: FAC 27P-22.004(4)(a)*	Attached Please find attached.
LMSWG Participation Invites Provide documentation showing that the county has issued a written invitation to each municipality to participate in the LMSWG, within the preceding year. *FAC 27P-22.004(4)(3)*	Attached Please find attached.
Hazard Analysis Change Are there any new or removed hazards? *FAC 27P-22.004(4)(e)(1)*	☐ YES ☑ NO *(If yes, attached the updated sections)*
Prioritized Project List (PPL) Include project list in order of priority, identifying the agency/department responsible for the projects, estimated costs, potential funding sources, and expected timeframes for completion. *FAC 27P-22.004(4)(e)(2), FAC 27P-22.005(7)*	Attached ***(in excel)*** Please find attached.
Critical Facilities List Have there been any changes to the critical facilities list within the past year? *FAC 27P-22.004(4)(e)(3)*	☐ YES ☑ NO *(If yes, attached the updated list)*
Repetitive Loss Properties List Have there been any additions or removals to the repetitive loss properties in any of the jurisdictions within the past year? *FAC 27P-22.004(4)(e)(4)*	☐ YES ☑ NO *(If yes, attached the updated list)*
Revisions to Maps Were there any changes to maps included in the LMS within the preceding year? *FAC 27P-22.004(4)(e)(5)*	☐ YES ☑ NO *(If yes, attached the updated map(s))*

Program Summary
Marion County Local Mitigation Strategy

January 15, 2026

1) Marion County Local Mitigation Strategy (LMS)

a. Marion County has adopted a Local Mitigation Strategy in accordance with the Federal Disaster Mitigation Act of 2000.

b. Chapter 44 CFR Sections 201 & 206 provide that local jurisdiction(s) must review and revise the local mitigation plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities, and update the local mitigation plan a minimum of every five (5) years in order to continue to be eligible for Federal hazard mitigation funds under the Federal Emergency Management Agency ("FEMA"). The LMS Five-Year Plan was updated in 2021. The LMS Plan Five-Year Update was approved by the Marion County Board of County Commissioners on May 4, 2021 by Resolution No. 21-R-214. The Federal Emergency Management Agency (FEMA) granted formal approval of the document on July 28, 2021. It will expire on May 19, 2026. As an approved participating jurisdiction, the County is an eligible applicant for the following mitigation programs administered by FEMA: Hazard Mitigation Grant Program (HMGP), Elevate Florida, and Flood Mitigation Assistance (FMA).

c. The DRAFT 2026 LMS Five-Year Plan Update was submitted to FDEM on November 26, 2025 and is currently under review. Adoption by each of the participating municipalities and Marion County will occur in March and April.

d. The LMS is coordinated by the Marion County Growth Services Department, 2710 E. Silver Springs Blvd., Ocala, FL 34470. Staff contact is Kenneth Odom, Transportation Planner.

e. New staff member Sarah Wells – Marion County: Planner II has joined the LMS staff

e. In accordance with the LMS by-laws, the strategy is guided by a local working group led by a Steering Committee containing representatives from Marion County, incorporated municipalities, key businesses, interest groups and citizens.

2) LMS Project List – "Mitigation Initiatives"

a. The 2025 call for projects for HMGP – Watershed Planning Program were transmitted on transmitted on January 1, 2026, Elevate Florida Program Information on July 28. 2025 and Flood Mitigation Assistance Grant Program NOFP: August 25, 2025. Seven new project submittals were approved by the Steering Committee for inclusion into the 2025 Prioritized Project List. They are as follows, organized by scoring position for new projects:

- 2025-01: Advent Health - Back-Up Generator
- 2025-03: Clay Electric – Marion Distribution Infrastructure Hardening
- 2025-06: Clay Electric – Reconductor/Tie Lines/ Poles Hardening
- 2025-04: Clay Electric – Duke Energy to Cara Substation Hardening
- 2025-02: Clay Electric – Cara Substation Hardening
- 2026-07: Clay Electric – Salt Springs Substation Hardening
- 2026-05: Clay Electric – Lynee Substation Hardening

b. No projects have reached the 5-year expiration so none will be deleted from the list in January 2026.

3) Election of Officers

a. On April 16, 2025, the LMS Steering Committee elected Erin Miller, Sheriff's Office Emergency Management Deputy Director as Chairman and Sean Lanier, Director, Office of City Engineer, City of Ocala as Vice Chairman.

4) LMS Document Revisions – 2025

a. Hazard Assessment – None
b. Critical Facilities – None
c. Repetitive Loss – None
d. Maps – None

5) By-Laws Update/Committee Member Update

a. Ashley Arbuckle from HCA Health was added as a Committee Member. Two health providing agencies serve on the LMS voting committee. They serve alternately, reversing roles from year to year, as a primary and as an alternate.
b. Jessica Gonzalez was added as the delegate for the Town of McIntosh.
c. Ron Bray was added as the delegate for the City of Dunnellon and Chad Ward was added as the City of Dunnellon Alternate.
d. Brady Nettina was added as the primary delegated for Marion County Public Schools. Dennis McFatten was added as the alternate delegate.

2025 LMS Membership Roster

Updated 10/14/25

WORKING GROUP STEERING COMMITTEE - VOTING MEMBERSHIP

Marion County BCC				
Ken McCann	MC Fire Marshal	2631 SE 3rd Street Ocala, FL 34471	352-291-8000	ken.mccann@marionfl.org
Nathan Wallace	Fire Prevention Supervisor			nathan.wallace@marionfl.org
City of Belleview				
Shawna Chancey	Development Services Dir.	5343 S.E. Abshier Blvd. Belleview, FL 34420	352-233-2107	schancey@belleviewfl.org
Bob Titterington	Belleview Pub Wks Dir./ Eng.		352-233-2110	btitterington@belleviewfl.org
Lezli Merritt	Executive Assistant		352-233-2115	lmerritt@belleviewfl.org
City of Dunnellon				
Ron Bray	Chief of Police	20750 River Drive Dunnellon, FL 34431	c=352-422-5580	rbray@dunnellonpd.org
Chad Ward	*Public Works*		352-465-8500 x1107	cward@dunnellon.org
City of Ocala				
Sean Lanier, PE, CFM (Vice Chair)	City of Ocala, Public Works Department	1805 NE 30th Ave, Bld 600 Ocala, FL 34470	352-351-6763	SLanier@Ocalafl.org
Pat Feagle	Ocala Fire Rescue	3001 NE 21 Street, Ocala, FL 34470	352 629-8306	pfeagle@ocalafl.org
Marion County Sheriff/Emergency Management				
Erin Miller (Chair)	EM Assistant Director	P.O. Box 1987 Ocala, FL 34478-1987	352-369-8120 Erin	emiller@marionso.com
Preston Bowlin -(James)	EM Director		352-369-8185 Prest	jbowlin@marionso.com
Marion County School Board				
Brady Nettina	Risk Assessment Mgr	Ocala, FL 34474	352-671-6910	Brady.Nettina@marion.k12.fl.us
Dennis McFatten	Director MCSB Police Dept.		c=352-454-9687 o=352-671-7274	dennis.mcfatten@marion.k12.fl.us
Ocala/Marion County Chamber and Economic Partnership (CEP)				
Jess Shultz Kelli Holt (Alt)	CEP, Bus Advocacy	310 SE 3rd Street Ocala, FL 34471	352-629-8051x105 k 352-629-8051 x102 t	jess@ocalacep.com
Ocala/Marion County Assoc. of Realtors				
Carla Lord	MCBOR President	3105 NE 14th Street	352-266-6181	carla@ocalahomesandfarmsrealty.com
Jeanne Ritt	MCBOR Pres-Elect		352-427-6789	jeanne@jeanneocala.com
Darlene Yonce	MCBOR Assoc Exec.		352-629-2415	darlene@omcar.com

2025 LMS Membership Roster

Non-Profit				
Maj. Phillip Irish	Salvation Army Corps Officer	2901 NE 14th St	352-629-2004	phillip.irish@uss.salvationarmy.org
Lynn Irish		Ocala, FL 34470	352-419-3100	
Power Provider				
	Duke Energy	4359 S.E. Maricamp Rd	352-694-8529 Not good	
John Profitt	Duke Energy	Ocala, FL 34471		
Health Care				
Ashley Arbuckle	HCA	1431 SW 1st Ave Ocala, FL 34471	352-401-1387 352-857-1100 (cell)	ashley.arbuckle@hcahealthcare.com
Wanda Bowlin	Advent Health	1500 SW 1st Ave Ocala, FL 34471	352-572-0953	wanda.bowlin@adventhealth.com
County Resident #1				
Marya Latson	Citizen	10411 SE 25th Avenue Ocala, FL 34480	352-245-7585	intrepidlawgirl@gmail.com
County Resident #2				
Jessica Gonzalez	Town of McIntosh Town Manager	P.O. Box 165 McIntosh, FL 32664	352-591-1047 352-525-0658 (cell)	jgonzalez@townofmcintosh.org
WORKING GROUP – STAFF CONTACTS				
Ken Odom LMS Staff	Marion County Growth Services	2710 E. Silver Springs Blvd Ocala, FL 34470	352-438-2600	Kenneth.Odom@marionfl.org
Christopher D. Rison LMS Staff	Marion County Growth Services	2710 E. Silver Springs Blvd Ocala, FL 34470	352-438-2600	Christopher.Rison@marionfl.org
Ken Weyrauch Deputy Director	Marion County Growth Services	2710 E. Silver Springs Blvd Ocala, FL 34470	352-438-2600	Kenneth.Weyrauch@marionfl.org
Bridgette Carillo	FL Div. Emg. Mgt Mitigation Planner	2555 Shumard Oak Blvd Tallahassee, FL 32399-2100	850-815-4519	bridgette.carillo@em.myflorida.com
Bryan Lowe	FL Div. Emg. Mgt/Recovery Public Assistance Coord.	2555 Shumard Oak Blvd Tallahassee, FL 32399-2100	850-528-7522	bryan.lowe@em.myflorida.com
Dawana Prior	Admin Assist Bureau of Mitig.	2555 Shumard Oak Blvd Tallahassee, FL32399-2100	850-815-4502	dawana.prior@em.myflorida.com
Elizabeth Caison, FAEM	Region 5 Recovery Coordinator	2555 Shumard Oak Blvd Tallahassee,FL32399-2100	850-524-0255	Elizabeth.Caison@em.myflorida.com

WORKING GROUP – GENERAL PARTICIPANTS/NOTIFICATIONS
Marion County BCC

2025 LMS Membership Roster

Mounir Bouyounes	County Administrator	601 SE 25th Avenue	P -352-438-2300	mounir.bouyounes@marionfl.org
Angel Roussel	ACA	Ocala, FL 34471	F -352-438-2309	angel.roussel@marionfl.org
James Banta	MC Fire Rescue Chief	2631 SE Third St.	352-291-8000	james.banta@marionfl.org
Cassandra Li	Finance Manager	Ocala, FL 34471		cassandra.li@marionfl.org
Mike McCain	Fiscal Manager		352-438-2313	michael.mccain@marionfl.org
Bobbie Perez	Public Information Director	601 SE 25th Avenue	352-438-2310 (phone)	bobbi.perez@marionfl.org
Stacie Causey	Public Information Specialist	Ocala, FL 34471	352-438-2309 (fax)	stacie.causey@marionfl.org
Crystal McCazzio	Ag. Ext. Director	2232 NE Jacksonville Rd	352-671-8400 (phone)	cfincher@ufl.edu
Giovanni Martell	Budget Admin Coordinator	Ocala, FL 34470	352-671-8420 (fax)	g.martell@ufl.edu
Michael Savage	Building Dept. Director	2710 E. Silver Springs Blvd.	352-438-2400 (phone)	Michael.Savage@marionfl.org
Chad Wicker	Building Dept.			Chad.Wicker@marionfl.org
Lisa Cahill	9-1-1 Public Safety Dir.	2710 E. Silver Springs Blvd	352-438-2855	lisa.cahill@marionfl.org
Michelle Hirst	911 Ops. Manger	Ocala, FL 34470	352-671-8458	michelle.hirst@marionfl.org
Tom Northey	Info. Tech. Director	2631 SE 3rd Street	352-671-8802	tom.northey@marionfl.org
Alex Torres	Infrastructure Analyst	Ocala, FL 34471		Alex.Torres@marionfl.org
Tracy Straub	County Engineer	412 SE 25th Avenue	352-671-8686	tracy.straub@marionfl.org
Doug Hinton	Deputy County Engineer	Ocala, FL 34471		douglas.hinton@marionfl.org
Jason Cambre	Storm Water Engineer			jason.cambre@marionfl.org
Steven Cohoon	County Engineer			steven.cohoon@marionfl.org
Tony Cunningham	Utilities Director	11800 SE US Hwy 441	352-307-4626	tony.cunningham@marionfl.org
Joshua Kramer	Utilities Deputy Director	Beleview, FL 34420-4558	352-438-2383	joshua.kramer@marionfl.org
Jared Goodspeed	Facilities Director	2602 SE 25th Avenue	352-671-8750	jared.godspeed@marionfl.org
		Ocala, FL 34470	352-671-8751 (fax)	
Chuck Varadin	Growth Services Director	2710 E. Silver SprgsBlvd	352-438-2600	Chuck.Varadin@marionfl.org
Ken Weyrauch	GS Deputy Director	Ocala, FL 34470		kenneth.weyrauch@marionfl.org
Marion County General Constitutional Offices				
Gregory C. Harrell	Clerk of Court (CoC)	P.O. Box 1030	352- 671-5520	gharrell@marioncountyclerk.org
Michael Tomich	CoC Budget Director	Ocala, FL 34478-1030		audreyf@marioncountyclerk.org
Jennifer Cole	CoC Finance Director			Jenniferc@marioncountyclerk.org
Tina Novinger	CoC Comptroller		352-671-5530	tina@marioncountyclerk.org

2025 LMS Membership Roster

Helene Mencher	CoC Finance			helenem@marioncountyclerk.org
Jimmy Cowan Lainie Claudio Lee Herbt	Property Appraiser Assist Prop Apprsiser CIO	P.O. Box 486 Ocala, FL 34478-0486	352-368-8300 352-368-8336 (fax)	jcowan@pa.marion.fl.us lclaudio@pa.marion.fl.us lherbt@pa.marion.fl.us
Wesley Wilcox Dan Gloger	Supervisor of Elections (SoE) Dir Voting Operations	981 NE 16th Street Ocala, FL 34478-0289	352-620-3290	wwilcox@votemarion.com dgloger@votemarion.com
George Albright Betty Jo Bradley	Tax Collector Dir Human Resource	503 SE 25th Avenue Ocala, Florida 34471	352-368-8200 352-368-8234	georgealbright@mariontax.com (Blocked by Serve bettyjobradley@mariontax.com (Blocked by Serve
Marion County Sheriff & Emergency Management				
Sgt. Preston Bowlin Robert Sullivan Sgt P Bloom	Emergency Management EM/Special Needs Coord. Public Information Office	P.O. Box 1987 Ocala, FL 34478-1987 692 NW 30th Ave	352-369-8100 352-369-8136 352-369-3527	jbowlin@marionso.com rsullivan@marionso.com (No longer w/ MCSO get pbloom@marionso.com
Marion County Health Department				
Daniel Dooley	Environmental Administrator	P.O. Box 2408 Ocala, FL 34478-2408	352-622-7744	Daniel_dooley@FLHealth.gov
City of Belleview				
Sandi McKamey Lezli Merrit / B. Phillips	City Administrator	5343 SE Abshier Blvd Belleview, FL 34420	352-233-2107	smckamey@belleviewfl.org lmerritt@belleviewfl.org
City of Dunnellon				
Mandy Odom Schonna McLean	City Manager Finance Officer	20750 River Drive Dunnellon, FL 34431	352-465-8500 x1002 352-465-8500 x1003	modom@dunnellon.org smclean@dunnellon.org
City of Ocala				
Sean Lanier Vice - Chair	City Engineer	201 SE 3rd Street Ocala, FL 34471	352-351-6772	slanier@ocalafl.org
Pat Feagle	Ocala Fire Rescue	3001 NE 21 Street	352 266-7778	pfeagle@ocalafl.org
Jeff Shrum	Planning & Development Dir	201 SE 3rd Street (2nd Flr) Ocala, FL 34471	352-629-8490 352-629-9308 (fax)	tchighizola@ocalafl.org
Eric Weaver	Deputy Director Electric Operations	1805 NE 30th Ave, Bld 400 Ocala, FL 34470	352-351-6620 352-629-9308 (fax)	eweaver@ocalafl.org
Jeff Shrum	Planning Director	121 SE Watula Avenue Ocala, FL 34471	352-629-8287	jshrum@ocalafl.org
Payal Pandya	Ocala Stormwater Engineer	1805 NE 30th Ave, Bld 300	352-351-6733	ppandya@ocalafl.org

2025 LMS Membership Roster

		Ocala, FL 34470		
Town of McIntosh				
Jessica Gonzalez	Town Manager	P.O. Box 165	352-591-1047 352-525-0658	jgonzalez@townofmcintosh.org
Scott Millikin	Council Vice-President	McIntosh, FL 32664		
Thurman Kingsley	Mayor		352-843-1522	tkcb2@aol.com
Willie Hamilton	Town Clerk		352-591-2409	notlimah@windstream.net
Jeannie Rickman				Jrickman@townofmcintosh.org
Town of Reddick				
Marjorie Stroup	Town Clerk	P.O. Box 99	352-591-4095	townofreddick@windstream.net
Florida Forestry				
Ludie Bond Carl Taylor	FFF Wildfire Mit. Specialist Supervisor - Fresh From Fl	5353 NE 39th Ave Gainesville, FL 32609	352-395-4943 352-258-6084 (cell)	ludie.bond@freshfromflorida.com Carl.Taylor@FreshFromFlorida.com
Regional Organizations				
Michelle Cechowski, M.S.	East Central Florida - RPC	455 N. Garland Ave.	407-245-0300	michelle@ecfrpc.org; No longer with contact Jill Hemmerlein jhemmerlein@ecfrpc.org or Tara McCue tmccue@ecfrpc.org 407-245-0300
	Executive Director	Orlando, FL 32801		
John Longacre	Lieutenant Emergency Resource Specialist	3035 S. Morse Blvd. The Villages, FL 32163	352-205-8280	connor
Paul Blystone	Civil Air Patrol	4451 NW 130th Ave Ocala, FL 34482	352-401-1825	pblystone@embarqmail.com

APPLICATION YEAR	
2021	2021
2022	2022
2023	2023
2024	2024
2025	2025

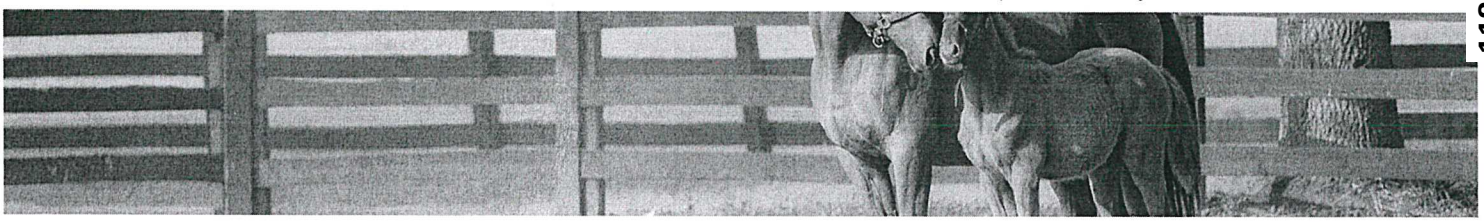
MARION COUNTY, FLORIDA
LOCAL MITIGATION STRATEGY
PRIORITIZED PROJECT LIST
2025

Initiating Jurisdiction and Agency	ID Number	Description/Title	Pop Impacted	Hazard(s) Mitigated	Timeframe for Completion	Potential Funding Source	Estimated Cost	Score	Rank	Priority
City of Ocala: Engineering	2023-01	Communication Tower Emergency Services	O/MC	A	<1 year	BRIC	$500,000	32	1	1
Marion County: Fire Services	2021-02	Fire Service Headquarters Back-Up Generator	MC	A	<1 year	HMGP BRIC	$121,738	32	1	2
Marion County: Environmental Services	2022-01	Recycling Center Portable Generators	MC	H, S, F	2 Years	HMGP BRIC	$190,224	30	2	3
City of Belleview: Wastewater Plant Storm Shutters	2021-04	Security Improvements Water facilities	O	H,S,F	1 year	HMGP BRIC	$30,000	27	3	4
Marion County: SECO Energy	2022-04	Power Line Resiliency	MC	H,S,F	2 Years	HMGP BRIC	$4,651,000	25	4	5
Marion County: Environmental Services	2022-07	Marion Oaks 5 - Water Treatment Backup Gen	MC	H,S,F	<1 Year	HMGP BRIC	$136,000	23	5	6
Marion County: Environmental Services	2022-08	Oak Run 2 - Water Treatment Backup Gen	MC	H,S,F	<1 Year	HMGP BRIC	$146,000	23	5	7
Marion County: Environmental Services	2022-09	Oak Trace- Water Treatment Backup Gen	MC	H,S,F	<1 Year	HMGP BRIC	$141,000	23	5	8
Marion County: Environmental Services	2022-10	Majestic Oaks - Water Treatment Backup Gen	MC	H,S,F	<1 Year	HMGP BRIC	$141,000	23	5	9
Advent Health:	2025-01	Back_Up Generator	A	A	<1 Year	HMGP BRIC	$2,062,500	23	5	9
City of Belleview: Lift Station Generators	2021-03	Emergency Generators	O	H,S,F	<1 year	HMGP BRIC	$164,000	22	6	10
Marion County: Environmental Services	2023-02	Water Treatment Plant Portable Generators	MC	A	14 Months	HMGP BRIC	$735,525	22	6	11

Clay Electric: Marion Distribution Infrastructure	2025-03	Infrastructure Hardening	MC	A	3 Years	HMGP	$1,600,000	20	7	12
Clay Electric: Reconductor/Tie Lines/Pole Hardening	2025-06	Infrastructure Hardening	MC	A	3 Years	HMGP	$3,300,000	20	7	13
City of Ocala: Engineering/Water Resources	2021-01	DR 222 Flood Relief	O	H,S,F	1 year	FMA	$3,000,000	19	8	14
Clay Electric: Duke Energy to Cara Substation Hardening	2025-04	Infrastructure Hardening	MC	A	3 Years	HMGP	$1,200,000	19	8	15
Clay Electric: Cara Substation Hardening	2025-02	Infrastructure Hardening	MC	A	3 Years	HMGP	$750,000	18	9	16
Clay Electric: Salt Springs Substation Hardening	2025-07	Infrastructure Hardening	MC	A	3 Years	HMGP	$560,000	18	9	17
Marion County: Environmental Services	2022-12	Rainbow Lakes Estates - Water Treatment Backup Gen	MC	H,S,F	<1 Year	HMGP BRIC	$141,000	17	10	18
Marion County: Environmental Services	2022-11	Track and Card - Water Treatment Backup Gen	MC	H,S,F	<1 Year	HMGP BRIC	$126,000	17	10	19
Clay Electric: Lynne Substation Hardening	2025-05	Infrastructure Hardening	MC	A	3 Years	HMGP	$1,200,000	17	10	20
Marion County: Environmental Services	2022-02	Lift Station Portable Generators	MC	H, S, F	19 Months	HMGP BRIC	$699,488	14	11	21
Marion County: Environmental Services	2022-03	Water Station Portable Generators	MC	H, S, F	19 Months	HMGP BRIC	$442,064	13	12	22

Pop Impacted: A = All , MC = Marion County, O = Ocala, B = Belleview, D = Dunnellon, M = McIntosh, R = Reddick

Hazards: A = All , H = Hurricane, T = Tornado, S = Storm, F = Flood



Calendar Month View

Local Mitigation Strategy

Date: 01/15/2025 10:00 AM

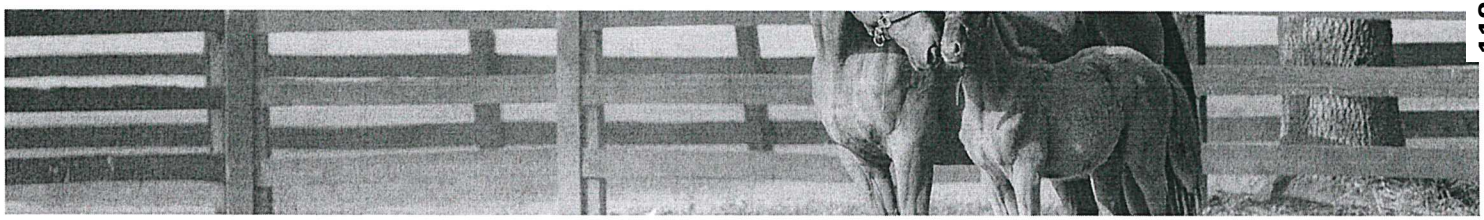
Location: Growth Services Training Room
2710 E. Silver Springs Blvd.
Ocala, Florida 34470

Local Mitigation Strategy

All meetings take place at 10:00 a.m. on the third Wednesday quarterly in the Growth Services Training Room, 2710 E. Silver Springs Blvd., Ocala, FL 34470. For more information, contact Kelly Hill at 352-438-2622.

Jan. 15Apr. 16July 16Oct. 15

Return to full list >>



Calendar Month View

Local Mitigation Strategy

Date: 04/16/2025 10:00 AM

Location: Growth Services Training Room
2710 E. Silver Springs Blvd.
Ocala, Florida 34470

Local Mitigation Strategy

All meetings take place at 10:00 a.m. on the third Wednesday quarterly in the Growth Services Training Room, 2710 E. Silver Springs Blvd., Ocala, FL 34470. For more information, contact Kelly Hill at 352-438-2622.

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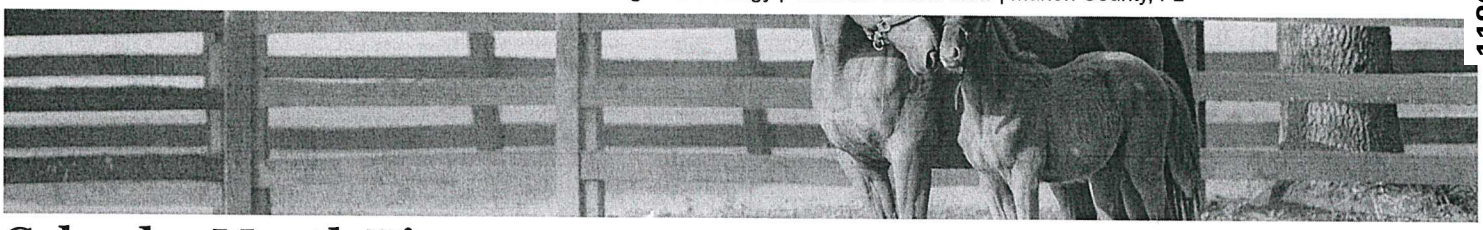

Calendar Month View

Local Mitigation Strategy

Date: 07/16/2025 10:00 AM

Location: Growth Services Training Room
2710 E. Silver Springs Blvd.
Ocala, Florida 34470

Local Mitigation Strategy

All meetings take place at 10:00 a.m. on the third Wednesday quarterly in the Growth Services Training Room, 2710 E. Silver Springs Blvd., Ocala, FL 34470. For more information, contact Kelly Hill at 352-438-2622.
Jan. 15Apr. 16July 16Oct. 15

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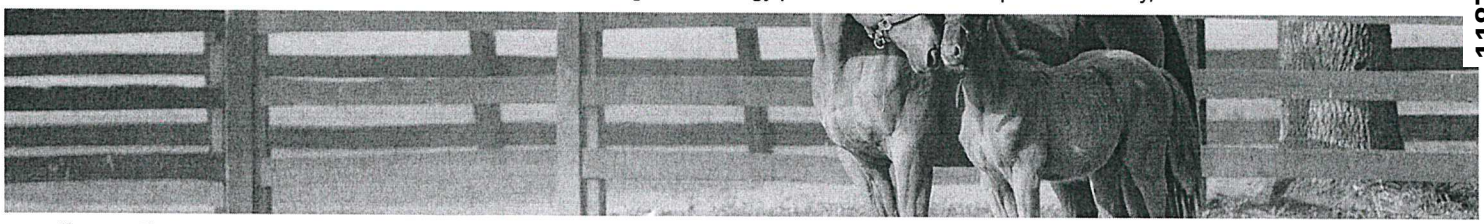

Calendar Month View

Local Mitigation Strategy

Date: 10/15/2025 10:00 AM

Location: Growth Services Training Room
2710 E. Silver Springs Blvd.
Ocala, Florida 34470

Local Mitigation Strategy

All meetings take place at 10:00 a.m. on the third Wednesday quarterly in the Growth Services Training Room, 2710 E. Silver Springs Blvd., Ocala, FL 34470. For more information, contact Kelly Hill at 352-438-2622.

Jan. 15Apr. 16July 16Oct. 15

Return to full list >>

Odom, Kenneth

From: Schonna McLean <SMcLean@dunnellon.org>
Sent: Monday, July 28, 2025 2:14 PM
To: Brinkley, Rebecca
Subject: RE: Elevate Florida Program Office Hours - Local Official Program Updates

You don't often get email from smclean@dunnellon.org. Learn why this is important

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I will attend the Wednesday Meeting

Schonna McLean
Finance Officer
City of Dunnellon
20750 River Drive
Dunnellon, FL 34431
352-465-8500 ext 1003
smclean@dunnellon.org
Monday-Thursday 7 AM – 6 PM Closed Friday

Please Note: Florida has a very broad public records law. Written communication to or from city officials regarding city business is public record and open to inspection including names, addresses and email addresses. Therefore, your email communication may be subject to public disclosure.

From: Brinkley, Rebecca <Rebecca.Brinkley@marionfl.org>
Sent: Monday, July 28, 2025 1:44 PM
To: myoung@clayelectric.com; Darlene Yonce <darlene@omcar.com>; wanda.bowlin@adventhealth.com; jose.riosjimenez@adventhealth.com; Sean Lanier <SLanier@ocalafl.gov>; btitterington@belleviewfl.org; rbray@dunnellonpd.org; dennismcfatten@marion.k12.fl.us; emiller@marionso.com; nhime@marionso.com; nathan.thomason@adventhealth.com; Pat Feagle <PFeagle@ocalafl.gov>; schancey@belleviewfl.org; lmerritt@belleviewfl.org; csgaclione@dunnellonpd.org; cward <cward@dunnellon.org>; jbowlin@marionso.com; Brady.Nettina@marion.k12.fl.us; tamara@ocalacep.com; randy.alvord@omcar.com; c21ocala@aol.com; Carillo@em.myflorida.com; bryan.lowe@em.myflorida.com; dawana.prior@em.myflorida.com; Elizabeth.Caison@em.myflorida.com; jgonzalez@townofmcintosh.org; intrepidlawgirl@gmail.com; Pat Feagle <pfeagle@ocalafl.org>; mmcquaig@dunnellonpd.org; jsmith <jsmith@dunnellon.org>; ldoerffel@ocalafl.org; phillip.irish@uss.salvationarmy.org
Cc: Odom, Kenneth <Kenneth.Odom@marionfl.org>; Rison, Christopher <Christopher.Rison@marionfl.org>; Weyrauch, Kenneth <Kenneth.Weyrauch@marionfl.org>; Wells, Sarah <Sarah.Wells@marionfl.org>; McCann, Ken <Ken.McCann@marionfl.org>
Subject: FW: Elevate Florida Program Office Hours - Local Official Program Updates

Good afternoon,

Per Mr. Odom's request, I am forwarding the below email for your consideration.

Thank you,
Rebecca

Rebecca Brinkley
Staff Assistant
Growth Services
We proudly protect life and property with honor, compassion and respect.

Marion County Board of County Commissioners
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Main: 352-438-2600 | Direct: 352-438-2690

Empowering Marion for Success!

Under Florida law, emails to our organization are public records. If you do not want your email reviewed in response to a public records request, contact this office by phone.

From: Kristin Lentz <Kristin.Lentz@em.myflorida.com>
Sent: Friday, July 25, 2025 4:59 PM
Cc: Laura Dhuwe <Laura.Dhuwe@em.myflorida.com>; Bridget Flynn <Bridget.Flynn@em.myflorida.com>; Kristin Lentz <Kristin.Lentz@em.myflorida.com>
Subject: Elevate Florida Program Office Hours - Local Official Program Updates

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This email originated from outside the organization. Do not click links, open attachments, or share any information unless you recognize the sender and know the content is safe. Report suspicious emails using the "Phish Alert" button in Outlook or contact the Helpdesk.

Distribution: County EM Directors, LMS Work Groups, FDEM Regional Recovery Coordinators

Good afternoon All,

We would like to invite you to participate in one of two options for Office Hours to receive updates on the Elevate Florida Program. As we noted in the monthly program snapshot, all applicants will be notified about whether they will be moving forward in the Program by the end of August. These Office Hours will provide information about those notifications and what you can expect over the next month from the Program.

NOTE: Please do not forward this to residents. It is meant to provide an update for local government officials – forward as necessary to municipal contacts.

You only need to attend one session as the information shared will be the same at both sessions:

- Wednesday, 7/30, at 12 PM ET
  - **Join the meeting now**
  - Meeting ID: 229 790 077 312 2
  - Passcode: WW76LP3t
- Friday, 8/1, at 2 PM ET

- Join the meeting now
- Meeting ID: 223 300 602 789 2
- Passcode: iu9bw28y

Please let us know if you have any questions ahead of the sessions.
Thank you,

Kristin Lentz | Deputy Bureau Chief
Bureau of Mitigation
Florida Division of Emergency Management

Cell: (850) 273-2950
Kristin.Lentz@em.myflorida.com

Under Florida law, correspondence with the Florida Division of Emergency Management concerning agency business that is neither confidential nor exempt pursuant to Florida Statutes is a public record and will be made available to the public upon request.

Outlook

RE: REMINDER: FDEM Fiscal Year 2025 Notice of Interest Announcement for Flood Mitigation Assistance Program

From Brinkley, Rebecca <Rebecca.Brinkley@marionfl.org>
To Roussel, Angel <Angel.Roussel@marionfl.org>; Kramer, Joshua <Joshua.Kramer@marionfl.org>; Cunningham, Tony <Tony.Cunningham@marionfl.org>
Cc Odom, Kenneth <Kenneth.Odom@marionfl.org>

Good afternoon, Ms. Roussel,

Thank you for including me on this email. I will be sure both Mr. Kramer and Mr. Cunningham are added to the list.

Thank you,
Rebecca

From: Roussel, Angel <Angel.Roussel@marionfl.org>
Sent: Monday, August 25, 2025 1:45 PM
To: Kramer, Joshua <Joshua.Kramer@marionfl.org>; Cunningham, Tony <Tony.Cunningham@marionfl.org>
Cc: Brinkley, Rebecca <Rebecca.Brinkley@marionfl.org>; Odom, Kenneth <Kenneth.Odom@marionfl.org>
Subject: FW: REMINDER: FDEM Fiscal Year 2025 Notice of Interest Announcement for Flood Mitigation Assistance Program

Good Afternoon,

I couldn't find you on the distribution list, are you receiving this?

Thank you,

Angel Roussel, P.E.
Assistant County Administrator
Administration
Main: 352-438-2300
Empowering Marion for Success!

From: Brinkley, Rebecca < >
Sent: Monday, August 25, 2025 1:29 PM
To: McCann, Ken <Ken.McCann@marionfl.org>; Wallace, Nathan <Nathan.Wallace@marionfl.org>; schancey@belleviewfl.org; btitterington@belleviewfl.org; lmerritt@belleviewfl.org; rbray@dunnellonpd.org; cward@dunnellon.org; Sean Lanier <SLanier@Ocalafl.org>; Pat Feagle <pfeagle@ocalafl.org>; emiller@marionso.com; jbowlin@marionso.com; Brady.Nettina@marion.k12.fl.us; dennis.mcfatten@marion.k12.fl.us; tamara@ocalacep.com; randy.alvord@omcar.com; c21ocala@aol.com; Darlene Yonce <darlene@omcar.com>; phillip.irish@uss.salvationarmy.org; ashley.arbuckle@hcahealthcare.com; wanda.bowlin@adventhealth.com; Rison, Christopher <Christopher.Rison@marionfl.org>; Weyrauch, Kenneth <Kenneth.Weyrauch@marionfl.org>; bridgette.carillo@em.myflorida.com; bryan.lowe@em.myflorida.com; dawana.prior@em.myflorida.com; Elizabeth.Caison@em.myflorida.com; Bouyounes, Mounir <Mounir.Bouyounes@marionfl.org>; Roussel, Angel <Angel.Roussel@marionfl.org>; Banta, James <James.Banta@marionfl.org>; Li, Cassandra <Cassandra.Li@marionfl.org>; McCain, Michael <Michael.Mccain@marionfl.org>; kelli.hart@marionfl.org; Causey, Stacie <Stacie.Causey@marionfl.org>; Lynn Nobles <noblesp@ufl.edu>; noblesp-uf@marioncountyfl.org; Giovanna Benitez <g.martell@ufl.edu>; Savage, Michael <Michael.Savage@marionfl.org>; Wicker, Chad <Chad.Wicker@marionfl.org>; Sanders, Michelle <Michelle.Sanders@marionfl.org>; Northey, Tom <Tom.Northey@marionfl.org>; Torres, Alex <Alex.Torres@marionfl.org>; Straub, Tracy <Tracy.Straub@marionfl.org>; Hinton, Douglas <Douglas.Hinton@marionfl.org>; jocelyn.nageondelestang@marionfl.org; nageondelestang.jocelyn@maroinfl.org; Cohoon, Steven <Steven.Cohoon@marionfl.org>; jody.kirkman@marionfl.org; Goodspeed, Jared <Jared.Goodspeed@marionfl.org>; Varadin, Chuck <Chuck.Varadin@marionfl.org>; gharrell@marioncountyclerk.org; audreyf@marioncountyclerk.org; Jennifer C <JenniferC@marioncountyclerk.org>; tina@marioncountyclerk.org; tinan@marioncountyclerk.org; 'helenem@marioncountyclerk.org' <helenem@marioncountyclerk.org>; jcowan@pa.marion.fl.us; lclaudio@pa.marion.fl.us; lherbt@pa.marion.fl.us; wwilcox@votemarion.com; cnichols@votemarion.com; dgloger@votemarion.com; georgealbright@mariontax.com; bettyjobradley@mariontax.com; rsullivan@marionso.com; pbloom@marionso.com; daniel_dooley@flhealth.gov; smckamey@belleviewfl.org; modom@dunnellon.org; smclean@dunnellon.org; tchighizola@ocalafl.org; eweaver@ocalafl.org; jshrum@ocalafl.org; ppandya@ocalafl.org; jgonzalez@townofmcintosh.org; tkcb2@aol.com; notlimah@windstream.net; jrickman@townofmcintosh.org; ludie.bond@freshfromflorida.com; carl.taylor@freshfromflorida.com; michelle@ecfrpc.org; pblystone@embarqmail.com
Subject: REMINDER: FDEM Fiscal Year 2025 Notice of Interest Announcement for Flood Mitigation Assistance Program

Good afternoon,

Per Mr. Odom's request, I am forwarding the below email for your consideration.

Thank you,
Rebecca

Rebecca Brinkley
Staff Assistant
Growth Services
Main: 352-438-2600 | Direct: 352-438-2690
Empowering Marion for Success!

From: Florida Division of Emergency Management <FDEM@public.govdelivery.com>
Sent: Monday, August 25, 2025 9:02 AM
To: Odom, Kenneth <Kenneth.Odom@marionfl.org>
Subject: REMINDER: FDEM Fiscal Year 2025 Notice of Interest Announcement for Flood Mitigation Assistance Program

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MITIGATION NOTICE OF INTEREST REMINDER

NON-DISASTER GRANT PROGRAMS
NOTICE OF INTEREST FORM REMINDER
FY 2025 FMA Program

This announcement is intended for local government use only. Residents are not eligible to apply directly to FMA and should not submit a form.

This is a final reminder regarding the Fiscal Year (FY) 2025 Application Period for the Flood Mitigation Assistance (FMA) program. All subapplicants interested in submitting a subapplication for FMA must complete the NOI Form and submit it to the Non-Disaster Programs' email, non-disasterprograms@em.myflorida.com, by **5 PM EDT on August 29, 2025**.

Grant: Flood Mitigation Assistance

Cycle: FY 2025

Deadline: August 29, 2025 at 5:00 PM (EDT)

Submittal: Email complete NOI Form to non-disasterprograms@em.myflorida.com

Contact: Non-Disaster Programs

Please note, you may submit your NOI form as soon as it is complete. Forms will be reviewed in the order they are received. The goal of the form is to help determine project eligibility and provide feedback for potential subapplications to reduce review time later. Submitting the NOI as early as possible will allow for more time to develop a complete subapplication. For more information or to access the NOI form online, please visit the FDEM FMA webpage.

Update your subscriptions, modify your password or email address, or stop subscriptions at any time on your Subscriber Preferences Page. You will need to use your email address to log in. If you have questions or problems with the subscription service, please visit subscriberhelp.govdelivery.com.

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GOVDELIVERY

Outlook

REMINDER: FDEM Fiscal Year 2025 Notice of Interest Announcement for Flood Mitigation Assistance Program

From Brinkley, Rebecca <Rebecca.Brinkley@marionfl.org>
To tina@marioncountyclerk.org <tina@marioncountyclerk.org>; Jennifer C <JenniferC@marioncountyclerk.org>; audreyf@marioncountyclerk.org <audreyf@marioncountyclerk.org>; gharrell@marioncountyclerk.org <gharrell@marioncountyclerk.org>; helenem@marioncountyclerk.org <helenem@marioncountyclerk.org>; tinan@marioncountyclerk.org <tinan@marioncountyclerk.org>

Good afternoon,

Per Mr. Odom's request, I am forwarding the below email for your consideration.

Thank you,
Rebecca

From: Florida Division of Emergency Management <FDEM@public.govdelivery.com>
Sent: Monday, August 25, 2025 9:02 AM
To: Odom, Kenneth <Kenneth.Odom@marionfl.org>
Subject: REMINDER: FDEM Fiscal Year 2025 Notice of Interest Announcement for Flood Mitigation Assistance Program

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NOTICE OF INTEREST FORM REMINDER
FY 2025 FMA Program

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Grant: Flood Mitigation Assistance

Cycle: FY 2025

Deadline: August 29, 2025 at 5:00 PM (EDT)

Submittal: Email complete NOI Form to non-disasterprograms@em.myflorida.com

Contact: Non-Disaster Programs

Please note, you may submit your NOI form as soon as it is complete. Forms will be reviewed in the order they are received. The goal of the form is to help determine project eligibility and provide feedback for potential subapplications to reduce review time later. Submitting the NOI as early as possible will allow for more time to develop a complete subapplication. For more information or to access the NOI form online, please visit the FDEM FMA webpage.

Update your subscriptions, modify your password or email address, or stop subscriptions at any time on your Subscriber Preferences Page. You will need to use your email address to log in. If you have questions or problems with the subscription service, please visit subscriberhelp.govdelivery.com.

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GOVDELIVERY

Outlook

RE: REMINDER: FDEM Fiscal Year 2025 Notice of Interest Announcement for Flood Mitigation Assistance Program

From Roussel, Angel <Angel.Roussel@marionfl.org>
Date Mon 8/25/2025 1:54 PM
To Brinkley, Rebecca <Rebecca.Brinkley@marionfl.org>; Kramer, Joshua <Joshua.Kramer@marionfl.org>; Cunningham, Tony <Tony.Cunningham@marionfl.org>
Cc Odom, Kenneth <Kenneth.Odom@marionfl.org>

Thank you!

Angel Roussel, P.E.
Assistant County Administrator
Administration
Main: 352-438-2300
Empowering Marion for Success!

From: Brinkley, Rebecca <Rebecca.Brinkley@marionfl.org>
Sent: Monday, August 25, 2025 1:52 PM
To: Roussel, Angel <Angel.Roussel@marionfl.org>; Kramer, Joshua <Joshua.Kramer@marionfl.org>; Cunningham, Tony <Tony.Cunningham@marionfl.org>
Cc: Odom, Kenneth <Kenneth.Odom@marionfl.org>
Subject: RE: REMINDER: FDEM Fiscal Year 2025 Notice of Interest Announcement for Flood Mitigation Assistance Program

Good afternoon, Ms. Roussel,

Thank you for including me on this email. I will be sure both Mr. Kramer and Mr. Cunningham are added to the list.

Thank you,
Rebecca

Rebecca Brinkley
Staff Assistant
Growth Services
Main: 352-438-2600 | Direct: 352-438-2690
Empowering Marion for Success!

From: Roussel, Angel <Angel.Roussel@marionfl.org>
Sent: Monday, August 25, 2025 1:45 PM
To: Kramer, Joshua <Joshua.Kramer@marionfl.org>; Cunningham, Tony <Tony.Cunningham@marionfl.org>
Cc: Brinkley, Rebecca <Rebecca.Brinkley@marionfl.org>; Odom, Kenneth <Kenneth.Odom@marionfl.org>
Subject: FW: REMINDER: FDEM Fiscal Year 2025 Notice of Interest Announcement for Flood Mitigation Assistance Program

Good Afternoon,

I couldn't find you on the distribution list, are you receiving this?

Thank you,

Angel Roussel, P.E.
Assistant County Administrator
Administration
Main: 352-438-2300
Empowering Marion for Success!

From: Brinkley, Rebecca < >
Sent: Monday, August 25, 2025 1:29 PM

To: McCann, Ken <Ken.McCann@marionfl.org>; Wallace, Nathan <Nathan.Wallace@marionfl.org>; schancey@belleviewfl.org; btitterington@belleviewfl.org; lmerritt@belleviewfl.org; rbray@dunnellonpd.org; cward@dunnellon.org; Sean Lanier <SLanier@Ocalafl.org>; Pat Feagle <pfeagle@ocalafl.org>; emiller@marionso.com; jbowlin@marionso.com; Brady.Nettina@marion.k12.fl.us; dennis.mcfatten@marion.k12.fl.us; tamara@ocalacep.com; randy.alvord@omcar.com; c21ocala@aol.com; Darlene Yonce <darlene@omcar.com>; phillip.irish@uss.salvationarmy.org; ashley.arbuckle@hcahealthcare.com; wanda.bowlin@adventhealth.com; Rison, Christopher <Christopher.Rison@marionfl.org>; Weyrauch, Kenneth <Kenneth.Weyrauch@marionfl.org>; bridgette.carillo@em.myflorida.com; bryan.lowe@em.myflorida.com; dawana.prior@em.myflorida.com; Elizabeth.Caison@em.myflorida.com; Bouyounes, Mounir <Mounir.Bouyounes@marionfl.org>; Roussel, Angel <Angel.Roussel@marionfl.org>; Banta, James <James.Banta@marionfl.org>; Li, Cassandra <Cassandra.Li@marionfl.org>; McCain, Michael <Michael.Mccain@marionfl.org>; kelli.hart@marionfl.org; Causey, Stacie <Stacie.Causey@marionfl.org>; Lynn Nobles <noblesp@ufl.edu>; noblesp-uf@marioncountyfl.org; Giovanna Benitez <g.martell@ufl.edu>; Savage, Michael <Michael.Savage@marionfl.org>; Wicker, Chad <Chad.Wicker@marionfl.org>; Sanders, Michelle <Michelle.Sanders@marionfl.org>; Northey, Tom <Tom.Northey@marionfl.org>; Torres, Alex <Alex.Torres@marionfl.org>; Straub, Tracy <Tracy.Straub@marionfl.org>; Hinton, Douglas <Douglas.Hinton@marionfl.org>; jocelyn.nageondelestang@marionfl.org; nageondelestang.jocelyn@maroinfl.org; Cohoon, Steven <Steven.Cohoon@marionfl.org>; jody.kirkman@marionfl.org; Goodspeed, Jared <Jared.Goodspeed@marionfl.org>; Varadin, Chuck <Chuck.Varadin@marionfl.org>; gharrell@marioncountyclerk.org; audreyf@marioncountyclerk.org; Jennifer C <JenniferC@marioncountyclerk.org>; tina@marioncountyclerk.org; tinan@marioncountyclerk.org; 'helenem@marioncountyclerk.org' <helenem@marioncountyclerk.org>; jcowan@pa.marion.fl.us; lclaudio@pa.marion.fl.us; lherbt@pa.marion.fl.us; wwilcox@votemarion.com; cnichols@votemarion.com; dgloger@votemarion.com; georgealbright@mariontax.com; bettyjobradley@mariontax.com; rsullivan@marionso.com; pbloom@marionso.com; daniel_dooley@flhealth.gov; smckamey@belleviewfl.org; modom@dunnellon.org; smclean@dunnellon.org; tchighizola@ocalafl.org; eweaver@ocalafl.org; jshrum@ocalafl.org; ppandya@ocalafl.org; jgonzalez@townofmcintosh.org; tkcb2@aol.com; notlimah@windstream.net; jrickman@townofmcintosh.org; ludie.bond@freshfromflorida.com; carl.taylor@freshfromflorida.com; michelle@ecfrpc.org; pblystone@embarqmail.com
Subject: REMINDER: FDEM Fiscal Year 2025 Notice of Interest Announcement for Flood Mitigation Assistance Program

Good afternoon,

Per Mr. Odom's request, I am forwarding the below email for your consideration.

Thank you,
Rebecca

Rebecca Brinkley
Staff Assistant
Growth Services
Main: 352-438-2600 | Direct: 352-438-2690
Empowering Marion for Success!

From: Florida Division of Emergency Management <FDEM@public.govdelivery.com>
Sent: Monday, August 25, 2025 9:02 AM
To: Odom, Kenneth <Kenneth.Odom@marionfl.org>
Subject: REMINDER: FDEM Fiscal Year 2025 Notice of Interest Announcement for Flood Mitigation Assistance Program

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MITIGATION NOTICE OF INTEREST REMINDER

NON-DISASTER GRANT PROGRAMS
NOTICE OF INTEREST FORM REMINDER
FY 2025 FMA Program

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Grant: Flood Mitigation Assistance

Cycle: FY 2025

Deadline: August 29, 2025 at 5:00 PM (EDT)

Submittal: Email complete NOI Form to non-disasterprograms@em.myflorida.com

Contact: Non-Disaster Programs

Please note, you may submit your NOI form as soon as it is complete. Forms will be reviewed in the order they are received. The goal of the form is to help determine project eligibility and provide feedback for potential subapplications to reduce review time later. Submitting the NOI as early as possible will allow for more time to develop a complete subapplication. For more information or to access the NOI form online, please visit the FDEM FMA webpage.

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GOVDELIVERY

Odom, Kenneth

From: Brinkley, Rebecca
Sent: Monday, July 28, 2025 1:44 PM
To: myoung@clayelectric.com; Darlene Yonce; wanda.bowlin@adventhealth.com; jose.riosjimenez@adventhealth.com; Sean Lanier; btitterington@belleviewfl.org; rbray@dunnellonpd.org; dennismcfatten@marion.k12.fl.us; emiller@marionso.com; nhime@marionso.com; nathan.thomason@adventhealth.com; Feagle, Pat; schancey@belleviewfl.org; lmerritt@belleviewfl.org; csgaclione@dunnellonpd.org; cward@dunnellon.org; jbowlin@marionso.com; Brady.Nettina@marion.k12.fl.us; tamara@ocalacep.com; randy.alvord@omcar.com; c21ocala@aol.com; Carillo@em.myflorida.com; bryan.lowe@em.myflorida.com; dawana.prior@em.myflorida.com; Elizabeth.Caison@em.myflorida.com; jgonzalez@townofmcintosh.org; intrepidlawgirl@gmail.com; Pat Feagle; mmcquaig@dunnellonpd.org; jsmith@dunnellon.org; ldoerffel@ocalafl.org; phillip.irish@uss.salvationarmy.org
Cc: Odom, Kenneth; Rison, Christopher; Weyrauch, Kenneth; Wells, Sarah; McCann, Ken
Subject: FW: Elevate Florida Program Office Hours - Local Official Program Updates

Good afternoon,

Per Mr. Odom's request, I am forwarding the below email for your consideration.

Thank you,
Rebecca

Rebecca Brinkley
Staff Assistant
Growth Services
Main: 352-438-2600 | Direct: 352-438-2690
Empowering Marion for Success!

From: Kristin Lentz <Kristin.Lentz@em.myflorida.com>
Sent: Friday, July 25, 2025 4:59 PM
Cc: Laura Dhuwe <Laura.Dhuwe@em.myflorida.com>; Bridget Flynn <Bridget.Flynn@em.myflorida.com>; Kristin Lentz <Kristin.Lentz@em.myflorida.com>
Subject: Elevate Florida Program Office Hours - Local Official Program Updates

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Distribution: County EM Directors, LMS Work Groups, FDEM Regional Recovery Coordinators

Good afternoon All,

We would like to invite you to participate in one of two options for Office Hours to receive updates on the Elevate Florida Program. As we noted in the monthly program snapshot, all applicants will be notified about whether they will be moving forward in the Program by the end of August. These Office Hours will provide information about those notifications and what you can expect over the next month from the Program.

NOTE: Please do not forward this to residents. It is meant to provide an update for local government officials – forward as necessary to municipal contacts.

You only need to attend one session as the information shared will be the same at both sessions:

- Wednesday, 7/30, at 12 PM ET
  - **Join the meeting now**
  - Meeting ID: 229 790 077 312 2
  - Passcode: WW76LP3t
- Friday, 8/1, at 2 PM ET
  - **Join the meeting now**
  - Meeting ID: 223 300 602 789 2
  - Passcode: iu9bw28y

Please let us know if you have any questions ahead of the sessions.
Thank you,

Kristin Lentz | Deputy Bureau Chief
Bureau of Mitigation
Florida Division of Emergency Management

Cell: (850) 273-2950
Kristin.Lentz@em.myflorida.com

Under Florida law, correspondence with the Florida Division of Emergency Management concerning agency business that is neither confidential nor exempt pursuant to Florida Statutes is a public record and will be made available to the public upon request.

Odom, Kenneth

From: Odom, Kenneth
Sent: Wednesday, January 7, 2026 1:49 PM
To: bryan.lowe@em.myflorida.com; dawana.prior@em.myflorida.com; Elizabeth.Caison@em.myflorida.com; jgonzalez@townofmcintosh.org; intrepidlawgirl@gmail.com; Pat Feagle; mmcquaig@dunnellonpd.org; jsmith@dunnellon.org; ldoerffel@ocalafl.org; phillip.irish@uss.salvationarmy.org; rbray@dunnellonpd.org; dennismcfatten@marion.k12.fl.us; emiller@marionso.com; nhime@marionso.com; nathan.thomason@adventhealth.com; Feagle, Pat; schancey@belleviewfl.org; lmerritt@belleviewfl.org; csgaclione@dunnellonpd.org; cward@dunnellon.org; jbowlin@marionso.com
Subject: FW: FDEM Hazard Mitigation Grant Program Watershed Planning Program Call for Proposals
Attachments: CRS Points Spreadsheet.xlsx; LMS Endorsement Letter - Template.doc; Watershed Planning Program Flyer (2024).pdf; Watershed Planning Program Notice of Proposal Form (2024).pdf

From: Florida Division of Emergency Management <FDEM@public.govdelivery.com>
Sent: Monday, December 15, 2025 8:02 AM
To: Odom, Kenneth <Kenneth.Odom@marionfl.org>
Subject: FDEM Hazard Mitigation Grant Program Watershed Planning Program Call for Proposals

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ON NOTICE OF FUNDING AVAILABILITY

For Local Government Use Only

WATERSHED PLANNING PROGRAM CALL FOR PROPOSALS

Division of Emergency Management (FDEM) is pleased to announce the proposal period for the Watershed Plann
pen and the proposal form is available on the State Watershed Planning Program page. As noted below, the eligib
ve expanded this cycle to include Stormwater Master Plans. The proposal form is also attached to this notice. You
al Program materials on the Watershed Planning Program SharePoint Site, including informational slides and a w

Hazard Mitigation Grant Program, Watershed Planning Program

Watershed Master Plan or Stormwater Master Plan

February 28, 2026 at 5:00 PM (EDT)

Email to watershedplanning@em.myflorida.com on or before the deadline

l deadline is February 28, 2026. Download and complete the proposal form to submit via email to
anning@em.myflorida.com. Proposal submissions are due by 5:00 p.m. (EDT) on the deadline date. We look forw
n you all.

oints Spreadsheet.xlsx
ndorsement Letter - Template.doc
shed Planning Program Flyer (2024).pdf
shed Planning Program Notice of Proposal Form (2024).pdf

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se your email address to log in. If you have questions or problems with the subscription service, please visit
lp.govdelivery.com.

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---

to kenneth.odom@marioncountyfl.org using GovDelivery Communications Cloud on behalf of: Florida Division of Emergency Management · 2555 Shumard Oak Boulevard ·
99-2100

Odom, Kenneth

From: jgonzalez@townofmcintosh.org
Sent: Wednesday, July 30, 2025 12:36 PM
To: Brinkley, Rebecca
Subject: RE: Elevate Florida Program Office Hours - Local Official Program Updates

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Received, Thank you.

JESSICA GONZALEZ
TOWN MANAGER/CLERK
Office: 352.591.1047 Mobile: 352.525.0658
P.O. Box 165
20400 10th Street
McIntosh, FL 32664-165
Jgonzalez@TownofMcIntosh.org
www.TownofMcIntosh.org

From: Brinkley, Rebecca <Rebecca.Brinkley@marionfl.org>
Sent: Monday, July 28, 2025 1:44 PM
To: myoung@clayelectric.com; Darlene Yonce <darlene@omcar.com>; wanda.bowlin@adventhealth.com; jose.riosjimenez@adventhealth.com; Sean Lanier <SLanier@ocalafl.gov>; btitterington@belleviewfl.org; rbray@dunnellonpd.org; dennismcfatten@marion.k12.fl.us; emiller@marionso.com; nhime@marionso.com; nathan.thomason@adventhealth.com; Pat Feagle <PFeagle@ocalafl.gov>; schancey@belleviewfl.org; lmerritt@belleviewfl.org; csgaclione@dunnellonpd.org; cward@dunnellon.org; jbowlin@marionso.com; Brady.Nettina@marion.k12.fl.us; tamara@ocalacep.com; randy.alvord@omcar.com; c21ocala@aol.com; Carillo@em.myflorida.com; bryan.lowe@em.myflorida.com; dawana.prior@em.myflorida.com; Elizabeth.Caison@em.myflorida.com; jgonzalez@townofmcintosh.org; intrepidlawgirl@gmail.com; Pat Feagle <pfeagle@ocalafl.org>; mmcquaig@dunnellonpd.org; jsmith@dunnellon.org; ldoerffel@ocalafl.org; phillip.irish@uss.salvationarmy.org
Cc: Odom, Kenneth <Kenneth.Odom@marionfl.org>; Rison, Christopher <Christopher.Rison@marionfl.org>; Weyrauch, Kenneth <Kenneth.Weyrauch@marionfl.org>; Wells, Sarah <Sarah.Wells@marionfl.org>; McCann, Ken <Ken.McCann@marionfl.org>
Subject: FW: Elevate Florida Program Office Hours - Local Official Program Updates

Good afternoon,

Per Mr. Odom's request, I am forwarding the below email for your consideration.

Thank you,
Rebecca

Rebecca Brinkley
Staff Assistant
Growth Services
We proudly protect life and property with honor, compassion and respect.

Marion County Board of County Commissioners
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Main: 352-438-2600 | Direct: 352-438-2690

Empowering Marion for Success!

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From: Kristin Lentz <Kristin.Lentz@em.myflorida.com>
Sent: Friday, July 25, 2025 4:59 PM
Cc: Laura Dhuwe <Laura.Dhuwe@em.myflorida.com>; Bridget Flynn <Bridget.Flynn@em.myflorida.com>; Kristin Lentz <Kristin.Lentz@em.myflorida.com>
Subject: Elevate Florida Program Office Hours - Local Official Program Updates

CAUTION: THIS MESSAGE IS FROM AN EXTERNAL SENDER
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Distribution: County EM Directors, LMS Work Groups, FDEM Regional Recovery Coordinators

Good afternoon All,

We would like to invite you to participate in one of two options for Office Hours to receive updates on the Elevate Florida Program. As we noted in the monthly program snapshot, all applicants will be notified about whether they will be moving forward in the Program by the end of August. These Office Hours will provide information about those notifications and what you can expect over the next month from the Program.

NOTE: Please do not forward this to residents. It is meant to provide an update for local government officials – forward as necessary to municipal contacts.

You only need to attend one session as the information shared will be the same at both sessions:

- Wednesday, 7/30, at 12 PM ET
  - **Join the meeting now**
  - Meeting ID: 229 790 077 312 2
  - Passcode: WW76LP3t
- Friday, 8/1, at 2 PM ET
  - **Join the meeting now**
  - Meeting ID: 223 300 602 789 2
  - Passcode: iu9bw28y

Please let us know if you have any questions ahead of the sessions.

Thank you,

Kristin Lentz | Deputy Bureau Chief
Bureau of Mitigation
Florida Division of Emergency Management

Cell: (850) 273-2950
Kristin.Lentz@em.myflorida.com

Under Florida law, correspondence with the Florida Division of Emergency Management concerning agency business that is neither confidential nor exempt pursuant to Florida Statutes is a public record and will be made available to the public upon request.

Odom, Kenneth

From: Sean Lanier <SLanier@ocalafl.gov>
Sent: Wednesday, June 25, 2025 10:12 AM
To: Miller, Erin; Brinkley, Rebecca; btitterington@belleviewfl.org; Brady.Nettina@marion.k12.fl.us; Carillo@em.myflorida.com; bryan.lowe@em.myflorida.com; cward@dunnellon.org; dawana.prior@em.myflorida.com; Elizabeth.Caison@em.myflorida.com; jgonzalez@townofmcintosh.org; intrepidlawgirl@gmail.com; McCann, Ken; Odom, Kenneth; Pat Feagle; Bowlin, James; Rison, Christopher; tamara@ocalacep.com; wanda.bowlin@adventhealth.com; Weyrauch, Kenneth; Wells, Sarah; schancey@belleviewfl.org; lmerritt@belleviewfl.org; csgaclione@dunnellonpd.org; randy.alvord@omcar.com; c21ocala@aol.com; darlene@omcar.com; Sean Lanier
Subject: Re: LMS Meeting for Tomorrow, June 25, 2025 -- Please Confirm Attendance

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Please confirm the meeting is still on.
R,
Sean

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Miller, Erin <emiller@marionso.com>
Sent: Tuesday, June 24, 2025 4:57:16 PM
To: Brinkley, Rebecca <Rebecca.Brinkley@marionfl.org>; btitterington@belleviewfl.org <btitterington@belleviewfl.org>; Brady.Nettina@marion.k12.fl.us <Brady.Nettina@marion.k12.fl.us>; Carillo@em.myflorida.com <Carillo@em.myflorida.com>; bryan.lowe@em.myflorida.com <bryan.lowe@em.myflorida.com>; cward@dunnellon.org <cward@dunnellon.org>; dawana.prior@em.myflorida.com <dawana.prior@em.myflorida.com>; Elizabeth.Caison@em.myflorida.com <Elizabeth.Caison@em.myflorida.com>; jgonzalez@townofmcintosh.org <jgonzalez@townofmcintosh.org>; intrepidlawgirl@gmail.com <intrepidlawgirl@gmail.com>; McCann, Ken <Ken.McCann@marionfl.org>; Odom, Kenneth <Kenneth.Odom@marionfl.org>; Pat Feagle <pfeagle@ocalafl.org>; Bowlin, James <jbowlin@marionso.com>; Rison, Christopher <Christopher.Rison@marionfl.org>; Sean Lanier <SLanier@Ocalafl.org>; tamara@ocalacep.com <tamara@ocalacep.com>; wanda.bowlin@adventhealth.com <wanda.bowlin@adventhealth.com>; Weyrauch, Kenneth <Kenneth.Weyrauch@marionfl.org>; Wells, Sarah <Sarah.Wells@marionfl.org>; schancey@belleviewfl.org <schancey@belleviewfl.org>; lmerritt@belleviewfl.org <lmerritt@belleviewfl.org>; csgaclione@dunnellonpd.org <csgaclione@dunnellonpd.org>; randy.alvord@omcar.com <randy.alvord@omcar.com>; c21ocala@aol.com <c21ocala@aol.com>; darlene@omcar.com <darlene@omcar.com>
Subject: RE: LMS Meeting for Tomorrow, June 25, 2025 -- Please Confirm Attendance

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.

LMS Committee, We've got projects that need to get voted on and approved to be sent to the Florida Division of Emergency Management before this funding goes away....can we get 2 more of you all to confirm your attendance or confirming of your alternates attendance, please!

Thanks,

Erin E. Miller, Deputy Director
Emergency Management Division
Office of the Sheriff, Marion County
(Office) 352-369-8120
(Cell) 352-816-7621

From: Brinkley, Rebecca <Rebecca.Brinkley@marionfl.org>
Sent: Tuesday, June 24, 2025 4:39 PM
To: btitterington@belleviewfl.org; Brady.Nettina@marion.k12.fl.us; Carillo@em.myflorida.com; bryan.lowe@em.myflorida.com; cward@dunnellon.org; dawana.prior@em.myflorida.com; Elizabeth.Caison@em.myflorida.com; Miller, Erin <emiller@marionso.com>; jgonzalez@townofmcintosh.org; intrepidlawgirl@gmail.com; McCann, Ken <Ken.McCann@marionfl.org>; Odom, Kenneth <Kenneth.Odom@marionfl.org>; pfeagle@ocalafl.org; Bowlin, James <jbowlin@marionso.com>; Rison, Christopher <Christopher.Rison@marionfl.org>; SLanier@Ocalafl.org; tamara@ocalacep.com; wanda.bowlin@adventhealth.com; Weyrauch, Kenneth <Kenneth.Weyrauch@marionfl.org>; Wells, Sarah <Sarah.Wells@marionfl.org>; schancey@belleviewfl.org; lmerritt@belleviewfl.org; csgaclione@dunnellonpd.org; randy.alvord@omcar.com; c21ocala@aol.com; darlene@omcar.com
Subject: LMS Meeting for Tomorrow, June 25, 2025 -- Please Confirm Attendance
Importance: High

CAUTION: This Message Is From an External Sender.
This email originated from outside of the Sheriff's Office. Do not click links, open attachments, or share any information unless you recognize the sender and know the content is safe.
Report any suspicious emails to the IT department.

Ladies and Gentlemen,

Our meeting is tomorrow morning and I am still two people short of a quorum. We really need two more attendees.

The meeting is scheduled for tomorrow, June 25, 2025 at 10:30 am in the Marion County Growth Services Main Training Room.

If you have not already, please respond to this email whether you will be **"Attending"** or **"Not Attending".**
We need at least 8 members to be present to have a quorum. At present, we are 3 members short.

Those who have confirmed they **will** be in attendance:
Ken McCann
Wanda Bowlin
Sean Lanier
Erin Miller
Bob Titterington
Darlene Yonce

Those who have confirmed they **will not** be in attendance:
Tamara Fleischhaker
Shawna Chancey

Please, if you are able to attend, reply to this email and let me know.

Thank you,
Rebecca

Rebecca Brinkley
Staff Assistant
Growth Services
We proudly protect life and property with honor, compassion and respect.

Marion County Board of County Commissioners
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Main: 352-438-2600 | Direct: 352-438-2690

Empowering Marion for Success!

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From: Brinkley, Rebecca <Rebecca.Brinkley@marionfl.org>
Sent: Monday, June 23, 2025 12:26 PM
To: btitterington@belleviewfl.org; Brady.Nettina@marion.k12.fl.us; Carillo@em.myflorida.com; bryan.lowe@em.myflorida.com; cward@dunnellon.org; dawana.prior@em.myflorida.com; Elizabeth.Caison@em.myflorida.com; emiller@marionso.com; jgonzalez@townofmcintosh.org; intrepidlawgirl@gmail.com; McCann, Ken <Ken.McCann@marionfl.org>; Odom, Kenneth <Kenneth.Odom@marionfl.org>; pfeagle@ocalafl.org; jbowlin@marionso.com; Rison, Christopher <Christopher.Rison@marionfl.org>; SLanier@Ocalafl.org; tamara@ocalacep.com; wanda.bowlin@adventhealth.com; Weyrauch, Kenneth <Kenneth.Weyrauch@marionfl.org>; Wells, Sarah <Sarah.Wells@marionfl.org>; schancey@belleviewfl.org; lmerritt@belleviewfl.org; csgaclione@dunnellonpd.org; randy.alvord@omcar.com; c21ocala@aol.com; darlene@omcar.com
Cc: Brinkley, Rebecca <Rebecca.Brinkley@marionfl.org>
Subject: LMS Meeting for June 25, 2025 -- Please Confirm Attendance

Good Monday afternoon,

At this time we still do **not** have a quorum for Wednesday's meeting **(Wednesday, June 25, 2025 at 10:30 am)**.

If you have not already, please respond to this email whether you will be **"Attending"** or **"Not Attending".**
We need at least 8 members to be present to have a quorum. At present, we are 3 members short.

Those who have confirmed they **will** be in attendance:
Ken McCann
Wanda Bowlin
Sean Lanier
Erin Miller
Bob Titterington

Those who have confirmed they **will not** be in attendance:
Tamara Fleischhaker

Thank you,
Rebecca

Rebecca Brinkley
Staff Assistant
Growth Services
Main: 352-438-2600 | Direct: 352-438-2690
Empowering Marion for Success!

From: Brinkley, Rebecca <Rebecca.Brinkley@marionfl.org>
Sent: Friday, June 20, 2025 1:44 PM
To: btitterington@belleviewfl.org; Brady.Nettina@marion.k12.fl.us; Carillo@em.myflorida.com; bryan.lowe@em.myflorida.com; cward@dunnellon.org; dawana.prior@em.myflorida.com; Elizabeth.Caison@em.myflorida.com; emiller@marionso.com; jgonzalez@townofmcintosh.org; intrepidlawgirl@gmail.com; McCann, Ken <Ken.McCann@marionfl.org>; Odom, Kenneth <Kenneth.Odom@marionfl.org>; pfeagle@ocalafl.org; jbowlin@marionso.com; Rison, Christopher <Christopher.Rison@marionfl.org>; SLanier@Ocalafl.org; tamara@ocalacep.com; wanda.bowlin@adventhealth.com; Weyrauch, Kenneth <Kenneth.Weyrauch@marionfl.org>; Wells, Sarah <Sarah.Wells@marionfl.org>
Cc: Brinkley, Rebecca <Rebecca.Brinkley@marionfl.org>
Subject: RE: LMS Meeting for June 25, 2025 -- Please Confirm Attendance

Good afternoon,

At this time we still do **not** have a quorum for Wednesday's meeting **(Wednesday, June 25, 2025 at 10:30 am)**.

If you have not already, please respond to this email whether you will be **"Attending"** or **"Not Attending".**
We need at least 8 members to be present to have a quorum.

Those who have confirmed they **will** be in attendance:
Ken McCann

Wanda Bowlin

Those who have confirmed they **will not** be in attendance:

Thank you,
Rebecca

Rebecca Brinkley
Staff Assistant
Growth Services
Main: 352-438-2600 | Direct: 352-438-2690
Empowering Marion for Success!

From: Brinkley, Rebecca <Rebecca.Brinkley@marionfl.org>
Sent: Thursday, June 19, 2025 2:12 PM
To: btitterington@belleviewfl.org; Brady.Nettina@marion.k12.fl.us; Carillo@em.myflorida.com; bryan.lowe@em.myflorida.com; cward@dunnellon.org; dawana.prior@em.myflorida.com; Elizabeth.Caison@em.myflorida.com; emiller@marionso.com; jgonzalez@townofmcintosh.org; intrepidlawgirl@gmail.com; McCann, Ken <Ken.McCann@marionfl.org>; Odom, Kenneth <Kenneth.Odom@marionfl.org>; pfeagle@ocalafl.org; jbowlin@marionso.com; Rison, Christopher <Christopher.Rison@marionfl.org>; SLanier@Ocalafl.org; tamara@ocalacep.com; wanda.bowlin@adventhealth.com; Weyrauch, Kenneth <Kenneth.Weyrauch@marionfl.org>; Wells, Sarah <Sarah.Wells@marionfl.org>
Cc: Brinkley, Rebecca <Rebecca.Brinkley@marionfl.org>
Subject: LMS Meeting for June 25, 2025 -- Please Confirm Attendance

Good afternoon,

An LMS meeting is proposed to be scheduled for Wednesday, June 25, 2025 at 1030 am in the Growth Services Building Training Room. This meeting is being held to replace the LMS meeting that was cancelled on June 4, 2025. The previous meeting was cancelled because all applications were not received in time for staff to conduct scoring and base ranking.

We have one action item for adopting a Priority Projects List and supporting applications and staff will also provide an update on the LMS Five Year Plan.

In order to confirm a quorum for this meeting, please respond to this email with whether you will be **"Attending"** or **"Not Attending"**. If we are unable to secure a quorum, staff will propose a new date during the same week.

Thank you,
Rebecca

Rebecca Brinkley
Staff Assistant
Growth Services
Main: 352-438-2600 | Direct: 352-438-2690
Empowering Marion for Success!

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Odom, Kenneth

From: Brinkley, Rebecca
Sent: Tuesday, October 14, 2025 12:33 PM
To: Jessica Gonzalez (jgonzalez@townofmcintosh.org)
Subject: FW: [External]Re: LMS Meeting for October 15, 2025 -- Please Confirm Attendance

Hello Jessica,

Here is the email with the link I mentioned in my previous email.

Again, thank you so much for coming.

Thank you,
Rebecca

From: Odom, Kenneth <Kenneth.Odom@marionfl.org>
Sent: Tuesday, October 14, 2025 9:49 AM
To: Brinkley, Rebecca <Rebecca.Brinkley@marionfl.org>; McFatten, Dennis - Safe Schools <Dennis.McFatten@marion.k12.fl.us>; Marya Latson <intrepidlawgirl@gmail.com>
Cc: McCann, Ken <Ken.McCann@marionfl.org>; Wallace, Nathan <Nathan.Wallace@marionfl.org>; Shawna Chancey <schancey@belleviewfl.org>; Bob Titterington <btitterington@belleviewfl.org>; Lezli Merritt <lmerritt@belleviewfl.org>; rbray@dunnellonpd.org; Chad Ward (cward@dunnellon.org) <cward@dunnellon.org>; Sean Lanier <SLanier@ocalafl.org>; Pat Feagle <pfeagle@ocalafl.org>; Erin Miller <emiller@marionso.com>; Preston Bowlin (James) <jbowlin@marionso.com>; Brady Nettina <Brady.Nettina@marion.k12.fl.us>; Tamara Fleischhaker <tamara@ocalacep.com>; carla@ocalahomesandfarmsrealty.com; jeanne@jeanneocala.com; Darlene Younce <darlene@omcar.com>; Major Phillip Irish <phillip.irish@uss.salvationarmy.org>; ashley.arbuckle@hcahealthcare.com; Wanda Bowlin (wanda.bowlin@adventhealth.com) <wanda.bowlin@adventhealth.com>; Jessica Gonzalez (jgonzalez@townofmcintosh.org) <jgonzalez@townofmcintosh.org>; bridgette.carillo@em.myflorida.com; Bryan Lowe (bryan.lowe@em.myflorida.com) <bryan.lowe@em.myflorida.com>; Dawana Prior (dawana.prior@em.myflorida.com) <dawana.prior@em.myflorida.com>; Elizabeth Caison (Elizabeth.Caison@em.myflorida.com) <Elizabeth.Caison@em.myflorida.com>; Rison, Christopher <Christopher.Rison@marionfl.org>; Wells, Sarah <Sarah.Wells@marionfl.org>; Weyrauch, Kenneth <Kenneth.Weyrauch@marionfl.org>
Subject: RE: [External]Re: LMS Meeting for October 15, 2025 -- Please Confirm Attendance

LMS Committee Members,

The DRAFT LMS Five-Year Plan has been compiled and is available for you review. We will be discussing the update at tomorrow's meeting in preparation for the impending transmittal to FDEM in the coming weeks. Please do not worry about trying to absorb everything by tomorrow. You will still have plenty of time for review and comment prior to our transmittal. We just wanted to make sure that you had access to the documentation prior to tomorrow. Please contact myself or Sarah Wells should you have any questions. The link below is to our share file system. Simply click on it and then sign in and you will have access to download all of the chapters.

https://marioncountyfl.sharefile.com/share/view/5a6f7e8032dc4617/fo73b9d0-4fd4-4a85-bd5e-c35913d2c8da

Sincerely,

Kenneth Odom
Transportation Planner
Growth Services
Main: 352-438-2600 | Direct: 352-438-2620
Empowering Marion for Success!

City Engineer's Office

April 29, 2026

RE: Local Mitigation Strategy Annual Report and Progress of City Mitigation Projects.

Dear Council President, Honorable Mayor, and Members of the Council:

For informational purposes, I am attaching the 2025 annual report for the Marion County Local Mitigation Strategy (LMS).

On the 2025 LMS Prioritized Project List, 2021-03, the Drainage Retention Area (DRA) 222 Flood Relief project is listed for the City of Ocala. The City has procured the parcel for the expansion of DRA 204, and the project is currently in the design phase. We have met with residents of the adjacent neighborhoods, discussed the design, and incorporated their concerns into the final design. We expect to start the project this summer and complete construction in the fall.

Following Hurricane Irma in August of 2018, the City of Ocala received funding from the Federal Emergency Management Agency (FEMA) through the Public Assistance Hazard Mitigation Grant for the construction of the following LMS projects:

- Northeast 16th Avenue Drainage
- Lift Station Generators and Manhole Lid Improvements
- Fisher Park Lift Station Generator and Flood Project

Construction on the Northeast 16th Avenue Drainage project began on July 15, 2024, and was completed in October of 2024. A final inspection by the Florida Division of Emergency Management (FDEM) was requested in April 2024. The grant closeout phase is underway.

Construction of the Lift Station Generators and Manhole Lid Improvements project began on April 16, 2023, and substantial completion was issued in March of 2025. TECO Peoples Gas is currently providing gas service to the last four natural gas generator locations. Once the gas service is installed and the generators are commissioned, the project will be complete.

The Fisher Park Lift Station Generator and Flood Project started construction on March 11, 2024, and was completed on September 1, 2025. The grant agreement is currently in the closeout phase.

Very Respectfully,

Sean Lanier, P.E., CFM
City Engineer/Director

File #: 2026-1427 Agenda Item #: 17b.

Submitted By: Marie Brooks

Presentation By: Doug Peebles

Department: Electric Utility

STAFF REPORT:
Power Cost Adjustment Report - April 2026

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable

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 May 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 $8,514,127 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 April 30, 2026, the reserve is funded at approximately 21 percent of the projected power cost and is in compliance with policy requirements.

City Council Report
Power Cost Adjustment Projection

April 2026

On May 13, 2026, staff participated in a rate call with FMPA. Based on their current rate projections and our sales projections, an under-collection of $8,514,127 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		$131,065,460
Projected Annual kWh Sales		1,430,838,680
PCA Rate for: 4/30/2026		$0.02815
Cumulative Over(Under) Collection:	4/30/2026	($11,804,416)
Projected Over(Under) Collection:	9/30/2026	($8,514,127)

File #: 2026-1437 Agenda Item #: 17c.

Submitted By: Megan Dugan

Department: Procurement and Contracting

FORMAL TITLE:
Fully Executed Contracts Under $50,000

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Executed between May 5, 2026 and May 17, 2026.

EXECUTED CONTRACTS UNDER $50,000

Contract	Contractor	Description	Amount
ELE/260730	Michael Hernandez	Net Metering Agreement	Solar
ELE/260350	DataCapable, Inc.	Master Services Agreement	Amending Terms
ELE/260735	Wendy McGraw	Net Metering Agreement	Solar
ELE/260745	James Whelan	Net Metering Agreement	Solar
ELE/260744	Colley Pantazis	Net Metering Agreement	Solar
ELE/260746	Maricela Caldero	Net Metering Agreement	Solar
EE/260759	Francesco Crisafulli	Net Metering Agreement	Solar
GRM/260702	Patricia Tomlinson	Agreement for Artwork Loan and Display	No Cost
GRM/260625	Linda Bourassa	Agreement for Artwork Loan and Display	No Cost
ITS/260572	Facilities Management Express, LLC	2026 Renewal of FMX Software	$32,148.90
REC/260703	Marion County Public Schools	Non-Paird Structred Work Study Agreement	No cost
REC/260743	Tesha Jackson	Performance Services Agreement	$500
REC/260738	Ernesto Pierson	Performance Services Agreement	$600.00

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Marion County Public Schools
Developing Successful Citizens – Every Student, Every Day

NON-PAID STRUCTURED WORK STUDY AGREEMENT

Exceptional Student Education Department
1614 SE Fort King Street ● Ocala, FL 34471
(352) 236-0500 ● Fax (352) 671-6833

THIS AGREEMENT is made and entered into by and between the School Board of Marion County, Florida (hereinafter referred to as "School Board") and **City of Ocala (business name)** (hereinafter referred to as "Cooperating Business").

RECITALS

WHEREAS, the School Board, through its Exceptional Student Education (ESE) Department offers a non-paid, off-site structured work study program for certain students with disabilities (hereinafter referred to as "Program"), and

WHEREAS, it is to the mutual benefit of both parties that the School Board utilize certain community businesses for the training of students, and that the Cooperating Business cooperate with the School Board in implementing such objectives.

IT IS, THEREFORE, in consideration of the mutual promises contained herein agreed as follows:

1. The School Board, by and through its Exceptional Student Education Department, agrees to provide vocational training programs at certain community businesses in accordance with the terms and conditions of this Agreement.

2. The School Board faculty and students may utilize the Cooperating Business's facility without charge.

3. The Cooperating Business further agrees to provide learning/clinical experiences, as determined in consultation with the School Board, with daily documentation of student attendance.

4. The School Board agrees to provide student supervision and the Cooperating Business agrees to provide student instruction. The Program will be coordinated by a School Board employee or employees appointed by the School Board. The employee responsible for the Program is:

   Karen Smith (name) 352-671-6832 (phone #)

5. The contract manager for the School Board is the Director of Exceptional Student Education. The representative of the Cooperating Business responsible for the administration of the Program under this Agreement of understanding is the **Recreation Division Head (representative's title).** In the event either party designates different representatives after the execution of this Agreement, notice of the name and address of the new representative shall be rendered in writing to the other party, and said notification will be attached to the originals of this Agreement.

6. The education of the student will be the only objective of the Program. All services rendered by the student under this Agreement will be uncompensated, and shall be deemed to be given in consideration for instruction and educational expenses. The School Board will require students and their parent/guardian to acknowledge in writing the student as a non-paid trainee. Neither students nor School Board employees shall be considered to be agents or employees of the Cooperating Business.

7. The term of this Agreement shall be for a period of two (2) years. This Agreement shall remain in force and effect until terminated by either party in accordance herewith. This Agreement shall be subject to review and renewal by the parties annually; provided, however, that either party hereto shall have the right to terminate this Agreement upon not less than sixty (60) days written notice to the other party. However, parties will make every effort not to terminate the program during a regular academic year.

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8. The liability and immunity of the School Board is governed by the provisions of §768.28, Fla. Stat. (2009) and nothing in this agreement is intended to extend the liability of School Board or to waive any immunity enjoyed by School Board under that statute. Any provisions of this agreement determined to be contrary to §768.28 or to create any liability or waive any immunity except as specifically provided in §768.28 shall be considered void.

9. The School Board will inform participants and their parents about rules governing hours of participation, school attendance, dress, conduct, and issues of confidentiality.

10. The School Board will select practical educational experiences, based upon needs of the students, to meet the objectives of the Program.

11. At the discretion of the Cooperating Business or the School Board, any student unacceptable to either Cooperating Business or the School Board for reasons of health, performance, or other reasonable and legally permissible causes shall be withdrawn from the Cooperating Business.

12. The School Board agrees to provide Worker's Compensation Insurance coverage in the event their employees (e.g., Program faculty) are injured during the course of their duties at the site.

13. The School Board agrees to comply with all existing policies and procedures of the Cooperating Business in the planning and documentation of learning/clinical experiences and further agrees to comply with all existing policies and procedures of the Cooperating Business related to the specific areas of training in these programs. If these policies and procedures are changed, the Cooperating Business agrees to notify the School Board, specifically the faculty and staff of the ESE Department, in order to disseminate and make the School Board aware of such changes.

14. Both parties agree that they shall cooperate in planning, implementing, and evaluating the Program.

15. The School Board agrees that:

A. School personnel will assume all responsibilities for supervision, transportation, record keeping regarding student performance, and evaluation of the students unless other arrangements are mutually agreed upon.

B. School personnel will be available to meet with the Cooperating Business to discuss problems, concerns, changes, or possible employment opportunities.

C. The School Board will attempt to provide at least two weeks' notice if, for whatever reasons, a student will no longer be participating in the Program.

D. The School Board will provide accidental insurance coverage for each student. The School Board is self-insured for auto-liability and general liability within the Sovereign Immunity limits but does not extend the coverage to students.

E. The School Board will provide transportation for the students to the community-based training site and back to the selected schools.

F. At least 10 days prior to placement the School Board will provide the Cooperating Business with a written list of the following information as it pertains to students placed at that location:

1) student's name,

2) permanent residence address,

3) telephone number

4) such other information as the Cooperating Business shall reasonably require in accordance with its policies and procedures.

NON-PAID STRUCTURED WORK STUDY AGREEMENT

G. The School Board will require appropriate identification to be displayed by students and supervising School Board employees at all times when the students and School Board employees are on site at the Cooperating Business.

16. The Cooperating Business agrees that:

A. All training activities will be performed within the guidelines of the Fair Labor Standards Act, as follows:

(1) the training will be similar to that which is generally provided in a public vocational school;

(2) the training is for the benefit of the trainees or students;

(3) the student or trainee does not displace a regular employee;

(4) the student or trainee is not entitled to a job at the conclusion of the training program;

(5) the student or trainee is not entitled to wages or benefits for time spent in training;

(6) no one has represented to the Cooperating Business that the students or their work will assist or benefit the Cooperating Business.

B. The Cooperating Business will maintain the same health and safety standards and conditions for the students as are maintained for paid employees, commensurate with their assignments.

C. The Cooperating Business will permit students to engage in instructional activities that are similar to those instructional activities engaged in by other employees of the Cooperating Business.

D. The Cooperating Business will not carry Worker's Compensation Insurance on the student trainees.

E. The Cooperating Business will adhere to state and federal child labor laws and will not discriminate in policies, educational programs, or activities for reasons of race, sex, color, religion, national origin, marital status, age, or handicap.

17. The Cooperating Business specifically warrants and represents to the School Board that the person executing this Agreement has authority to do so and to legally bind the Cooperating Business in regard to this Agreement.

18. The Cooperating Business agrees to indemnify, hold harmless, and defend the School Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent act of the Cooperating Business or in connection with the provisions of this Agreement.

19. Unforeseen questions and/or any problems whatsoever arising during the administration of this Agreement between the parties shall be resolved through negotiations. The negotiated resolution of the unforeseen problems and/or questions shall be reduced to writing that shall then be attached to and made part of this Agreement as a clarifying interpretation.

20. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations or agreements (if any) by and between the parties.

21. The provisions of this Agreement may not be amended, supplemented, waived or changed except by a written amendment to this Agreement executed by both parties.

Docusign Envelope ID: F093AE16-ED38-825A-835D-AA5DBE4DCDAC

Marion County Public Schools
Developing Successful Citizens – Every Student, Every Day

NON-PAID STRUCTURED WORK STUDY AGREEMENT

22. All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing (including faxed communications) and shall be (as elected by the person giving such notice) hand given by messenger courier service, faxed, or mailed by certified mail, postage paid, return receipt requested, addressed to:

School Board of Marion County:

Director of Exceptional Student Education

1614 SE Ft. King St., Building 1, Ocala, Florida 34471

Phone: 352/671-6832 Fax: 352/671-6833

Cooperating Business:

City of Ocala, Ocala Recreation and Parks **(business name)**

John Spencer **(employee name)** Recreation Division Head **(title)**

828 NE 8th Ave, Ocala, FL 34470 **(address)**

(352) 368-5517 **(phone)** _____ **(fax)**

or to such other addresses as either party may designate by notice complying with the terms of this section. Such notice shall be deemed delivered:

A. On the date delivered by personal delivery;

B. On the date faxed, if by fax;

C. On the date upon which the return receipt is signed or delivery is refused, or the notice is designated by the postal authorities as not delivered, as the case may be, if mailed.

23. A failure to assert any rights or remedies available to a party under the terms of this Agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise, shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in writing, signed by the party alleged to have waived its other rights or remedies.

AUTHORIZED REPRESENTATIVE OF

SCHOOL BOARD OF MARION COUNTY, FLORIDA

By: _____ Date: 5/12/2026

Director of Exceptional Student Education, or their designee

AUTHORIZED REPRESENTATIVE OF

COOPERATING BUSINESS

By: DocuSigned by: Ken Whitehead 5077F71E30674F4... Date: 5/4/2026

Ken Whitehead (printed name), Assistant City Manager (title)

Approved as to form and legality: Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3...

~ An Equal Opportunity School District ~

William E. Sexton, Esq.
City Attorney

docusign

Certificate Of Completion

Envelope Id: F093AE16-ED38-825A-835D-AA5DBE4DCDAC
Subject: FOR SIGNATURE - (REC/260703) MCPS Non-Paid Structured Work Study Agreement
Source Envelope:
Document Pages: 4
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 2
Initials: 0

Status: Completed

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
4/23/2026 9:33:17 AM
Security Appliance Status: Connected

Holder: Amber Bartleson
abartleson@ocalafl.gov
Pool: StateLocal

Location: DocuSign

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: 4/23/2026 9:34:13 AM Viewed: 4/27/2026 3:14:37 PM Signed: 4/27/2026 3:15:35 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: 4/27/2026 3:15:36 PM Viewed: 4/28/2026 4:04:14 PM Signed: 5/4/2026 11:41:24 AM
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	4/23/2026 9:34:13 AM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	4/28/2026 4:04:14 PM
Signing Complete	Security Checked	5/4/2026 11:41:24 AM
Completed	Security Checked	5/4/2026 11:41:24 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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Invoice #45165

Batch Doc
Contract 260572
001-026-321-519-51-52045
001-155-000-000-75-15500

From

FMX
Facilities Management Express, LLC
800 Yard Street, Suite 115
Columbus, OH 43212
(844) 664-4400
billing@gofmx.com

Invoice Summary

Invoice Number	45165
Date	03/01/2026
Terms	Net 30
Due Date	03/31/2026
Amount Due (USD)	$ 32,148.90

Bill To

City of Ocala - FL
110 Southeast Watula Avenue
Ocala, FL 34471
United States
facilities@ocalafl.gov, skendall@ocalafl.gov

Item / Description	Amount
FMX Subscription Fee FMX Software Sales Software License (04/01/2026 to 03/31/2027)	1,653.75
Feature Inventory for the FMX Software (04/01/2026 to 03/31/2027)	4,762.80
Feature Maintenance Request for the FMX Software (04/01/2026 to 03/31/2027)	7,541.10
Feature Standard Dashboards for the FMX Software (04/01/2026 to 03/31/2027)	4,762.80
Feature Preventive Maintenance for the FMX Software (04/01/2026 to 03/31/2027)	7,541.10
Feature Commissioned Reports for the FMX Software (04/01/2026 to 03/31/2027)	3,969.00
Custom Work Request Module CapEx for the FMX Software (04/01/2026 to 03/31/2027)	7,541.10
FMX Recurring Discount Recurring Discount- Commissioned Reports (04/01/2026 to 03/31/2027)	-3,969.00
FMX Recurring Discount Recurring Feature Bundle Discount (04/01/2026 to 03/31/2027)	-1,653.75
Amount Due (USD)	$ 32,148.90

Payment via ACH or through Stripe (links below) is preferred.

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By Wire Transfer or ACH:

- Huntington National Bank
- International Services EA2E85
- 7 Easton Oval, Columbus, OH 43219
- Routing & Transit: 044000024
- Account No: 01893040205
- For the Credit of: Facilities Management Express, LLC.
- SWIFT ID: HUNTUS33 (for International transfers)
- Remittance Advice: billing@gofmx.com

Checks can be mailed to the following address:

- Facilities Management Express, LLC
- L-4410
- Columbus, OH 43260

~~FMX Terms of Use~~ Attached

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Software as a Service Agreement

This Software as a Service Agreement (the "Agreement"), effective as of Signature Date (the "Effective Date"), is by and between Facilities Management Express, LLC ("FMX") and the customer listed on the applicable Subscription Summary ("Customer"). FMX and Customer may be referred to herein collectively as the "Parties" or each individually as a "Party."

WHEREAS, FMX provides access to its software-as-a-service offerings to its customers, as described in the applicable Subscription Summary, attached hereto;

WHEREAS, Customer desires to access the software-as-a-service offerings, and FMX desires to provide Customer access to such offerings, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. The definitions identified above are hereby incorporated by reference.

"Aggregated Statistics" means data and information related to Customer's use of the Services that is used by FMX in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

"Authorized Users" means Customer's employees, consultants, contractors, and agents (a) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement; and (b) for whom access to the Services has been purchased hereunder, as set forth in the Subscription Summary.

"Confidential Information" has the meaning set forth in Section 5.

"Customer Data" means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from Customer or an Authorized User by or through the Services. For the avoidance of doubt, Customer Data does not include Aggregated Statistics or any other information reflecting the access or use of the Services by or on behalf of Customer or any Authorized User.

"Customer IP" means Customer's trademarks, service marks, trade names, logos, symbols, or brand names.

"Customer Systems" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks.

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"Digital Notice" means any notices, demands, or other communications required or desired to be given hereunder by any Party may be delivered by electronic mail or other digital means.

"Documentation" means any manuals, instructions, or other documents or materials that the FMX provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Services, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

"Fees" has the meaning set forth in Section 4(a).

"Feedback" has the meaning set forth in Section 6(c).

"Force Majeure Event" has the meaning set forth in 14(d).

"FMX IP" means the Services, Documentation, and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by FMX in connection with the Services or otherwise comprise or relate to the Services. For the avoidance of doubt, FMX IP includes Aggregated Statistics and any information, data, or other content derived from FMX's monitoring of Customer's access to or use of the Services, but do not include Customer Data.

"Renewal Term" has the meaning set forth in Section 13(b).

"Services" means the software-as-a-service solutions described in the Subscription Summary.

"Service Suspension" has the meaning set forth in Section 3(f).

"Subscription Summary" means the Subscription Summary entered into by the Parties and attached to this Agreement.

"Term" has the meaning set forth in Section 13(a).

"Third Party Claims" means any losses, damages, liabilities, costs (including attorneys' fees) resulting from any third-party claim, suit, action, or proceeding.

"Third-Party Services" means software, services or other material offered by a third-party.

2. Provision of Access.

(a) Access to Services. Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, FMX hereby grants Customer a non-exclusive, non-transferable right to access and use the Services listed on the Subscription Summary, as attached hereto, during the Term,

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solely for use by Customer and its Authorized Users (if any), in accordance with the terms and conditions herein. Such use is limited to Customer's internal use.

(b) Subscription Summary. The specific Services to be provided, the initial Service term(s), and the Fees for such Services shall be identified on the Subscription Summary, as may be amended by the parties from time to time, in writing. If applicable to the Services offered under the Subscription Summary, the Subscription Summary shall further identify the quantity of Authorized Users purchased by the Customer to access the Services.

(c) Documentation License. Subject to the terms and conditions contained in this Agreement, FMX hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

(d) Changes. FMX may, via Digital Notice, keep Customer informed of Service updates, scheduled maintenance, new versions of the Services offered hereunder, and other developments which may affect Customer's use of the Services. FMX reserves the right, in its sole discretion, to make any changes to the Services and Documentation that it deems necessary or useful to (among other things): (a) maintain or enhance: (i) the quality or delivery of FMX's services to its customers; (ii) the competitive strength of or market for FMX's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. All updates shall remain the sole property of FMX and be subject to this Agreement in all respects.

(e) Third-Party Services. FMX may from time to time make Third-Party Services available to Customer. For purposes of this Agreement, such Third-Party Services are subject to their own terms and conditions. Customer acknowledges that FMX makes no representations or warranties with respect to or regarding such Third-Party Services, including but not limited to the quality, availability, interoperability, or functionality of any third-party platforms or APIs. All use of Third-Party Services is subject to compliance with terms and conditions of use required by such third-parties and is at Customer's sole risk.

3. Use of Services.

(a) Control.

(i) Customer acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Customer's and Authorized Users' (if any) use of the Services, including but not limited to maintaining the confidentiality and security of its login credentials, providing training for its personnel, instituting appropriate security procedures applicable to its Authorized Users' access and use of the Services, and implementing reasonable procedures to examine and verify all output before use.

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(ii) Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of the Customer Systems, whether operated directly by Customer or through the use of third-party services. Customer shall, at its sole expense, provide, configure and be responsible for the proper functioning of Internet connectivity at levels recommended by FMX, hardware, systems software, and other applications software, during the Term, for proper functioning of the Services.

(iii) Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by or through Customer's account, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement.

(b) Authorized Users.

(i) FMX will review Customer's compliance with the Authorized User allocation identified on the Subscription Summary on a regular basis if any Authorized User is provided access to the Services. Upon notification from FMX, Customer will have thirty (30) days to bring Customer's account back into compliance with the Authorized User quantity from the Subscription Summary. FMX will exercise reasonable efforts to work with the Customer to reduce Customer's Authorized Users by identifying users that are inactive or improperly classified so that it achieves compliance. In the event that the Customer is unable to achieve compliance, the Customer agrees to pay for excess usage in accordance with the Section 4 below.

(ii) If any Authorized User is provided access to the Services, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users, if any, aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions.

(c) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right, right of privacy, or other right of any person, or that violates any applicable law.

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(d) Cooperation. Customer shall at all times during the Term (as defined herein), provide all cooperation and assistance as FMX may reasonably request to enable FMX to exercise its rights and perform its obligations under and in connection with this Agreement.

(e) Support. FMX will provide normal phone and email support on business days Monday through Friday 8:00 AM to 6:00 PM Eastern Time.

(f) Suspension. Notwithstanding anything to the contrary in this Agreement, FMX may temporarily suspend Customer's and any Authorized User's (if any) access to any portion or all of the Services if: (i) FMX reasonably determines that (A) there is a threat or attack on any of the FMX IP; (B) Customer's or any Authorized User's use of the Services disrupts or poses a security risk to the FMX IP or to any other customer or vendor of FMX; (C) Customer, or any Authorized User, is using the Services for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) FMX's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of FMX has suspended or terminated FMX's access to or use of any Third-Party Services or products required to enable Customer to access the Services; or (iii) in accordance with Section 4(b) (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). FMX shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer. FMX shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. FMX will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(g) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, FMX may monitor Customer's use of the Services and collect and compile data and information related to such use in an aggregate and anonymized manner. As between FMX and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by FMX. Customer acknowledges that FMX may compile Aggregated Statistics based on Customer Data (as defined herein) input into the Services. Customer agrees that FMX may use Aggregated Statistics to the fullest extent and in the manner permitted under applicable law.

(h) Reservation of Rights. FMX reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the FMX IP.

4. Fees and Payment.

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(a) Fees. Customer agrees to pay FMX the fees for Services as listed in the Subscription Summary ("Fees"). In the event that either a Service is added to or removed from the Services provided to Customer by mutual agreement of the Parties, or, if applicable, the Parties agree to increase or decrease the number of Authorized Users, the Subscription Summary shall be modified by FMX to reflect the then-current Fees. In the event the Subscription Summary is modified, the applicable Fees for the then current invoice period shall be calculated by FMX in accordance with its then current practices.

(b) Payment Terms. Unless otherwise specified in the Subscription Summary, FMX will invoice Customer periodically. The Customer will pay any undisputed invoice within thirty (30) days of the applicable invoice date, unless otherwise stated in the Subscription Summary. If Customer has a good faith dispute as to any amounts invoiced, Customer shall promptly notify FMX of the grounds for such dispute, pay the undisputed portion of such invoice when due, and engage with FMX in good faith efforts to resolve such dispute promptly. Customer will pay FMX simple interest on all overdue payments at a rate of 10% per year, or the maximum rate allowable by law, if lesser. If any amount is past due, FMX may, without notice, immediately suspend Customer's access to any or all Services until such amounts are paid in full. Customer shall be responsible for all expenses incurred by FMX in the collection of any unpaid invoice, including attorney's fees and costs.

(c) Fees Exclusive of Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on FMX's income.

5. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). In the case of FMX, the term "Confidential information" includes the Services and the FMX IP. Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain except as a result of a Party's violation of this Agreement; (b) known to the receiving Party on a non-confidential basis at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; (d) Aggregated Statistics; or (e) independently developed by the receiving Party without reference to the other Party's Confidential Information. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. The receiving Party shall be liable for any unauthorized use or disclosure of the disclosing Party's Confidential Information by any of such receiving Party's employees or agents in the same manner as if such use or disclosure was made by the receiving Party itself. Further, the receiving Party shall not use the disclosing Party's

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Confidential Information for any purpose except in performance of the receiving Party's duties or the exercise of the disclosing Party's rights under this Agreement. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order, at the request and expense of the other Party; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire two (2) years from the date of termination of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

6. Intellectual Property Ownership; Feedback.

(a) FMX IP. Customer acknowledges that, as between Customer and FMX, FMX owns all right, title, and interest, including all intellectual property rights, in and to the FMX IP included within the Services and/or provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, FMX IP includes Aggregated Statistics and any information, data, or other content derived from FMX's monitoring of Customer's access to or use of the Services, but does not include Customer Data, and, with respect to Third-Party Services, the applicable third-party owns all right, title, and interest, including all intellectual property rights, in and to the Third-Party Services. No ownership rights in the FMX IP are transferred to Customer. Customer acknowledges and agrees that Customer neither has nor at any time shall attempt to claim, any interest in or to any of the FMX IP or the use thereof other than any limited rights of access and use as expressly granted in this Agreement.

(b) Customer Data. FMX acknowledges that, as between FMX and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services, other than the Aggregated Statistics. Customer hereby grants to FMX a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for FMX to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

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(c) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to FMX by mail, email, telephone, orally or otherwise, suggesting or recommending changes to the Services or the FMX IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), FMX is free to use such Feedback without any obligation to Customer or any other person, irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to FMX on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and FMX is free to use and fully exploit, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although FMX is not required to use any Feedback.

7. Data Security.

(a) FMX Obligations. FMX shall not use, disclose or access Customer Data except as authorized by Customer, required to provide and support the Services or to comply with law or as permitted by this Agreement, the Documentation or the Subscription Summary. FMX shall implement commercially reasonable controls and procedures to limit access or use by its employees and contractors to Customer Data except as permitted by the preceding sentence. FMX, however, makes no representations or warranties with regard to Customer or any third party's compliance with standards or use of other data security controls.

(b) Customer Obligations. Customer represents that Customer has all required rights and permissions to transmit the data through the Services and that Customer's collection, use, processing and disclosure of the Customer Data complies with all applicable laws and governmental and industry regulations. FMX does not review data stored or transmitted through the Services, and FMX shall not be responsible for the legality of any such data or transmissions. Customer agrees to safeguard all usernames and passwords associated with the Services and acknowledges Customer shall be liable for any actions conducted using Customer's username, whether or not authorized by Customer.

(c) Breaches and Vulnerabilities. FMX shall promptly provide written notice within SEVENTY-TWO (72) hours upon becoming aware of any data breach or new vulnerability that may compromise the security or confidentiality of the Customer's Data. The notification shall include detailed information about the nature of the breach or vulnerability, the potential impact on the Customer's data and systems, and any remedial actions being taken or recommend by FMX to address the situation.

8. Representations and Warranties; Acknowledgment.

(a) By Customer. Customer represents and warrants that (a) all Customer Data and other materials and data provided by Customer do not, and will not, infringe any United States patent, copyright, trademark, service mark or other intellectual property right of any third party in the United States; (b) Customer is now in compliance with and during the Term of the Agreement shall continue to remain in compliance with all applicable U.S. and foreign laws and regulations including but not limited to (i) the International Emergency Economic Powers Act (50 U.S.C. § 1701) and all other laws administered by United States Office of Foreign Assets Control or any other governmental authority imposing economic sanctions and trade embargoes, (ii) U.S. export control laws, including the Export Administration Regulations promulgated under the Export Administration Act of 1979 and the International Traffic in Arms Regulations administered by the U.S. Department of State, and (iii) the

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Foreign Corrupt Practices Act of 1977, as amended; and (c) each of the Authorized Users shall agree to be bound by and comply with this Agreement.

(b) Customer Acknowledgment. Customer acknowledges that the proper functioning and availability of the Services is dependent on interface and data exchange with various Customer and third-party platforms and APIs. In the event that changes, or updates are made to such Customer or third-party platforms or APIs, changes or updates may be required to FMX's infrastructure or codebase in order to maintain the functionality of the Services. FMX reserves the right to charge additional fees or increase the Fees to be payable by Customer in order to accommodate such changes or updates.

9. Limited Warranty; Warranty Disclaimer. FMX will make commercially reasonable efforts to make the Services available in a professional manner substantially consistent with the level of care, skill, practice and judgment exercised by other professionals in developing and providing Services of a similar nature under similar circumstances. EXCEPT FOR THE LIMITED WARRANTY PROVIDED HEREIN, THE SERVICES AND THE FMX IP ARE PROVIDED "AS IS" AND "WHERE IS" AND WITH ALL FAULTS, AND FMX HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. FMX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. FMX MAKES NO WARRANTY OF ANY KIND THAT THE FMX IP, OR ANY SERVICES OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. IN THE EVENT OF ANY INTERRUPTION NOT PERMITTED BY THIS AGREEMENT, FMX'S SOLE OBLIGATION SHALL BE TO RESTORE ACCESS AS SOON AS REASONABLY POSSIBLE. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER HAS NOT ENTERED INTO THE AGREEMENT ON THE BASIS OF ANY REPRESENTATIONS OR PROMISES NOT EXPRESSLY CONTAINED HEREIN.

10. Customer Indemnification. Customer shall indemnify, hold harmless, and, at FMX's option, defend FMX from and against any Third-Party Claim that (a) the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights, privacy rights or other rights, and (b) any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by FMX or authorized by FMX in writing; or (iv) modifications to the Services not made by FMX; provided that Customer may not settle any Third-Party Claim against FMX unless FMX consents in writing to such settlement, and further provided that FMX will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

11. FMX Indemnification. FMX shall indemnify, defend, and hold harmless Customer from and against any and all Third-Party Claims that the Services, or any use of the

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Services in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights, provided that Customer promptly notifies FMX in writing of such Third-Party Claim, cooperates with FMX, and allows FMX sole authority to control the defense and settlement of such Third-Party Claim. If a Third Party-Claim is made or appears possible, Customer agrees to permit FMX, at FMX's sole discretion, to (a) modify or replace the Services, or component or part thereof, to make it non-infringing, or (b) obtain the right for Customer to continue use. If FMX determines that neither alternative is reasonably available, either Party may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to the other. This Section will not apply to the extent that the alleged infringement arises from: (a) use of the Services in combination with data, software, hardware, equipment, or technology not provided by FMX; (b) modifications to the Services not made by FMX; or (c) Customer Data.

12. Limitations of Liability. NOTWITHSTANDING ANY DAMAGES THAT CUSTOMER MIGHT INCUR FOR ANY REASON WHATSOEVER, IN NO EVENT WILL FMX BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER FMX WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL FMX'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE LESSER OF THE ACTUAL, DIRECT DAMAGES INCURRED OR THE AMOUNT ACTUALLY PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE INITIAL CLAIM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS PARAGRAPH AND THAT FMX WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THE LIMITATIONS OF LIABILITY SET FORTH HEREIN.

13. Term and Termination.

(a) Term. The term ("Term") of this Agreement shall commence on the Effective Date and shall continue thereafter until the termination or expiration, as applicable, of the term for each Service listed on the Subscription Summary, as may be amended from time to time by the parties, in writing.

(b) Renewal. Following the initial Term, the Term of this Agreement shall continue for a subsequent period of time that is equal to the duration of the initial Term (each such period, a "Renewal Term") unless either Party elects to terminate this Agreement by giving written notice to the other Party of the election to terminate at least thirty (30) days prior to the expiration of the then-current initial Term or Renewal

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Term. After the initial Term, FMX may, at least thirty (30) days prior to the expiration of the then-current initial Term or Renewal Term, provide written notice to Customer adjusting the Fees and other costs, fees or prices for such Services.

(c) Termination. In addition to any other express termination right set forth in this Agreement:

(i) FMX may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than five (5) days after FMX's delivery of written notice thereof; or (B) breaches any of its obligations under Section 3(c) or Section 8;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured ten (10) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(d) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Services and, without limiting Customer's obligations under Section 7, Customer shall delete, destroy, or return all copies of FMX's Confidential Information and certify in writing to FMX that the FMX Confidential Information has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

(e) Survival. This Section 13(e) and Sections 4, 5, 6, 8, 9, 10, 11, 13(d) and 14 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

14. Miscellaneous.

(a) Publicity. FMX may issue or release announcements, statements, or other publicity or marketing materials relating to this Agreement, or otherwise use the Customer IP, in each case, without the prior written consent of the Customer, but

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solely on or in connection with the promotion, advertising, and resale of FMX's services. FMX shall reasonably comply with any policies provided to FMX by Customer related to Customer IP, which may be amended from time to time in Customer's sole discretion.

(b) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, any state mandated contract, rule, or regulation; (ii) second, this Agreement; (iii) third, the Subscription Summary applicable to this Agreement; and (iv) fourth, any other documents incorporated herein by reference.

(c) Notices. Except as otherwise set forth in this Agreement, any and all Digital Notices shall be effective when provided. Notices to Customer shall be sent via Digital Notice to the e-mail address specified in the Subscription Summary, or such other address as Customer may hereafter deliver to FMX by Digital Notice. If Customer is providing Digital Notice to terminate this Agreement as permitted herein, such written notice shall be sent via e-mail to billing@gofmx.com.

(d) Force Majeure. All other terms of this Agreement notwithstanding, FMX shall not be liable for failure to perform any obligation under this Agreement or the failure of Services if such failure is caused by the occurrence of any contingency beyond the reasonable control of FMX (a "Force Majeure Event"), including but not limited to, fire, flood, strike, power outage, Internet outage, industrial disturbance, disruption, termination, or availability or reduction of services or products provided by third parties, denial of service attack, unavailability of the Internet, war, riot, insurrection, acts of God, epidemics, pandemics, acts of civil or military authority, or changes in third party platforms or APIs with which the Services interface or otherwise operate. In the event of such a Force Majeure Event, time for delivery or other performance under this Agreement shall be as soon as practicable following such Force Majeure Event.

(e) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(f) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not

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affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(g) Governing Law; Submission to Jurisdiction. This Agreement shall be construed and interpreted in accordance with and shall be governed by the laws of the State of Ohio, without regard to principles of conflict of law and irrespective of the fact that one or more Parties hereto is now or may hereafter be a resident of a different state, jurisdiction or country. The state and federal courts situated in Franklin County, Ohio shall have exclusive jurisdiction for resolving any dispute arising under or relating to this Agreement. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply. The parties further expressly exclude the application of the Uniform Computer Information Transactions Act.

(h) Assignment. Neither Party to this Agreement may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld. Notwithstanding the foregoing, FMX may assign or otherwise transfer any or all of its rights or obligations under this Agreement in the case of a sale or other transfer of all or substantially all of its assets or equity (whether by sale of assets or stock or by merger or other reorganization), without the prior consent of or notice to Customer.

(i) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Sections 5, 8 or, in the case of Customer, Section 3(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(j) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, electronic signature or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

15. NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to waive sovereign immunity by the Customer 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.

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16. Public Records. FMX shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, FMX shall:
i. Keep and maintain public records required by the public agency to perform the service.
ii. 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.
iii. 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 FMX does not transfer the records to the public agency.
iv. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of FMX or keep and maintain public records required by the public agency to perform the service. If FMX transfers all public records to the public agency upon completion of the contract, FMX shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FMX keeps and maintains public records upon completion of the contract, FMX 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.

City of Ocala:

DocuSigned by:
Christopher Watt
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Christopher Watt

Chief of Staff

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
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William E. Sexton, Esq.

City Attorney

Certificate Of Completion

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Status: Completed
Subject: SIGNATURE - 2026 FMX Software Renewal (ITS/260572)
Source Envelope:
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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

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plewis@ocalafl.org
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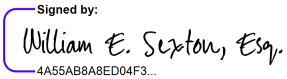
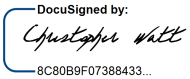
Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by:  4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 4/8/2026 9:42:39 AM Viewed: 4/9/2026 4:06:07 PM Signed: 4/28/2026 11:59:47 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Christopher Watt cwatt@ocalafl.org Chief of Staff Security Level: Email, Account Authentication (None)	DocuSigned by:  8C80B9F07388433... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 4/28/2026 11:59:48 AM Viewed: 4/28/2026 12:08:40 PM Signed: 4/28/2026 12:09:23 PM
Electronic Record and Signature Disclosure: Accepted: 4/28/2026 12:08:40 PM ID: d955dba6-a4af-4fb0-96fb-30c5425c617c		

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	4/8/2026 9:42:40 AM
Certified Delivered	Security Checked	4/28/2026 12:08:40 PM
Signing Complete	Security Checked	4/28/2026 12:09:23 PM
Completed	Security Checked	4/28/2026 12:09:23 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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FIRST AMENDMENT TO MASTER SERVICES AGREEMENT

THIS FIRST AMENDMENT TO MASTER SERVICES AGREEMENT ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City" or "Client") and **DATACAPABLE, INC.,** a for-profit corporation duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN: 58-2246694) ("DataCapable").

WHEREAS, on February 19, 2026, City and DataCapable entered into a Master Services Agreement (the "Original Agreement"), City of Ocala Contract No.: ELE/260350; and

WHEREAS, after the full execution of the Original Agreement, it was determined that the Original Agreement contained conflicting language, ambiguities and other provisions the City wished to revise; and

WHEREAS, DataCapable is amenable to said revisions; and

WHEREAS, City and DataCapable wish to amend the Original Agreement to incorporate the revised mutually agreed-upon provisions.

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

1. **RECITALS**. City and DataCapable 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 DataCapable, attached hereto as **Exhibit A**, 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. If there is a conflict between the terms and conditions contained in this First Amendment and the Original Agreement, the terms and conditions in this First Amendment shall control.
3. **AMENDMENT TO PARAGRAPH 2**. The language in Paragraph 2 is hereby deleted and replaced in its entirety with the following:

   The initial term of this Agreement is for a period of **ONE (1) YEAR** commencing on the effective date (the "Initial Term"), unless terminated earlier in accordance with section 2.2. The Initial Term together with any and all Renewal Terms are referred to in this Agreement as the "Term." Unless otherwise mutually agreed in writing, any Statement of Work (SOW) the duration of which extends beyond the termination of this Agreement will continue for the term specified in such SOW and shall continue to be governed by the terms and conditions of this Agreement.
4. **AMENDMENT TO PARAGRAPH 6.3.** The language in Paragraph 6.3 is hereby deleted and replaced in its entirety with the following:

   A finance charge of 1.5% per month on the unpaid amount of an invoice will be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Client will pay any attorneys' fees, court costs, or other costs DataCapable may incur in collection of delinquent accounts. If Client has outstanding, past due invoices more than fifteen (15) days, DataCapable may suspend performing other work. A suspension of work due to Client's failure to make required payments may result in additional time to perform the Services required by any SOW and increased costs/fees.

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5. **DELETION OF PARAGRAPH 15**. Paragraph 15, and its sub-paragraphs are deleted in their entirety.
6. **AMENDMENT TO STATEMENT OF WORK**. Paragraph 3 in the Statement of Work is hereby deleted and replaced in its entirety with the following:

   The term of this SOW shall begin on the License Start Date specified in the attached Proposal and Pricing (Schedule 1) and shall continue for a period of one (1) year, unless terminated in accordance with the Master Services Agreement.
7. **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.
8. **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.
9. **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 DataCapable:	DataCapable, Inc. Attention: Lucas Baerg 2093 Philadelphia Pike #4846 Claymont, Delaware 19703 E-mail: lucas@datacapable.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

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10. **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.
11. **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 original First Amendment for all purposes.
12. **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.

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

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C88E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by:
Janice Mitchell
55198B43858A451...

Janice Mitchell
Chief Financial Officer

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

DATACAPABLE, INC.

Signed by:
Lucas Baerg
B4EA25C6FA2047E...

By: Lucas Baerg
(Printed Name)

Title: CFO
(Title)

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement"), effective January 1, 2026 (the "Effective Date"), is between Ocala Electric Utilities, doing business as Ocala Electric Utilities, with its principal office at 201 SE 3rd St, Ocala, FL 34471 ("Client"), and DataCapable, Inc., a Delaware corporation located at 2093 Philadelphia Pike #4846, Claymont, DE 19703 ("DataCapable"). Client and DataCapable, from time to time herein, shall collectively be referred to as "Parties," and individually, each a "Party."

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is to state the terms and conditions: under which: (i) Client will license DataCapable's software platform, including without limitation situational awareness systems, event visualization tools, and data analytics services; and (ii) DataCapable will provide related professional services (the "Services") as defined more specifically in Section 3, below, and in Exhibit A hereto. This Agreement shall be the Master Agreement between the Parties and the terms and conditions herein shall govern any Purchase Order ("PO") and Statement of Work ("SOW") and all transactions between DataCapable and Client carried out pursuant to any PO and SOW.

2. TERM.

2.1. Term. The initial term of this Agreement is for a period of five (5) years commencing upon the Effective Date (the "Initial Term"), unless earlier terminated in accordance with this Section 2. ~~This Agreement shall automatically renew for successive five (5) year periods (each, a "Renewal Term"), unless Client has notified DataCapable of its intention not to renew at least ninety (90) calendar days prior to the end of the then current Term.~~ The Initial Term together with any and all Renewal Terms are referred to in this Agreement as the "Term." Unless otherwise mutually agreed in writing, any SOW the duration of which extends beyond the termination of this Agreement will continue for the term specified in such SOW and shall continue to be governed by the terms and conditions of this Agreement.

Initial LB

2.2. Termination. Either Party may terminate this Agreement, any SOW, or any of the Services provided hereunder, with or without cause, upon ninety (90) calendar days written notice prior to the end of the term of any SOW. Either Party may terminate this Agreement immediately by written notice delivered to the other Party if (i) the other Party voluntarily files a petition in bankruptcy, (ii) the other Party is adjudicated bankrupt or insolvent pursuant to an order or judgment entered by a court of competent jurisdiction that is no longer subject to appeal and has become final, (iii) the other Party makes an assignment for the benefit of creditors or (iv) a receiver is appointed for the other Party or for its business and such receiver is not discharged within ninety (90) days after such appointment.

2.3. Effect of Expiration or Termination. Without prejudice to any other remedy for breach of this Agreement, upon the expiration or termination of this Agreement, no Party shall be relieved of any liability arising out of any breach of this Agreement prior to expiration or termination, and no Party will be released from the payment of any sum

owed to another Party for services rendered prior to such expiration or termination or the performance of any obligation for which payment has been received. Upon the expiration or termination of this Agreement, DataCapable shall promptly transfer, assign, and make available to Client, all property and materials in DataCapable's possession or control belonging to Client.

3. SERVICES. DataCapable will provide to Client all services (the "Services") set forth in any SOW attached as an exhibit to this Agreement. Each SOW attached as a schedule to this Agreement, including without limitation, the specific SOW attached hereto as Exhibit A. Fees for the Services are allocated between the software license and the provision of related professional services, as more fully set forth in each SOW. Each SOW is incorporated herein by reference. References to this "Agreement" include this Agreement and each SOW in effect from time to time after the Effective Date. Unless otherwise defined in an SOW, capitalized terms herein shall have the meaning ascribed to them in the Agreement. Unless otherwise stated in an SOW, DataCapable shall use commercially reasonable efforts to ensure availability of the Services. Support will be provided to designated Customer contacts during standard business hours, excluding holidays. In providing the Services DataCapable shall comply with all applicable U.S. data privacy security laws and regulations, shall implement and maintain reasonable and appropriate safeguards to protect customer data from unauthorized access, use disclosure or destruction and shall ensure that it subcontractors processing data on its behalf are contractually required to adhere to substantially equivalent obligations. All work will be performed remotely.

4. ACCEPTANCE.

4.1. Acceptance Criteria and Period. The completion criteria and acceptance criteria, as well as the acceptance period, for the Services and associated deliverables ("Deliverables") are as set forth in the applicable SOW. If a SOW does not describe any acceptance criteria, then the Deliverables shall be deemed accepted when delivered by DataCapable.

4.2. Review and Acceptance. Each Deliverable will be deemed accepted upon written confirmation by Client, or if no deficiencies are reported in writing within ten (10) business days of delivery ("Acceptance Period"), signifying transfer of control.

4.3. License Delivery and Payment Obligations: Customer's obligation to pay fees shall begin upon delivery of access credentials to the licensed software, or on the License Start Date set forth in the applicable Statement of Work, whichever is earlier. Customer acknowledges that such obligation is not contingent upon the readiness, integration, or operation of any third-party system, including but not limited to OMS platforms.

4.4. Rejection. In the event Client reasonably determines the Deliverables do not meet the acceptance criteria, Client may reject Deliverables within the Acceptance Period by notifying DataCapable in writing.

4.5. Correction. In the event that Client rejects the Deliverables, DataCapable will use its best

efforts to correct the Deliverables and will deliver such corrections to Client for re-review and acceptance in accordance with the SOW.

4.6. Continued Failure. If DataCapable's corrections fail to satisfy the acceptance criteria as set forth in the applicable SOW after three (3) attempted corrections, the Parties will resolve the issue pursuant to Section 15, below.

5. CHANGES. If an alteration to the scope of work in any SOW, including Assumptions (as that term is defined in any SOW), deliverables, milestones and related pricing, is requested by either Party, it shall be brought to the attention of the other Party's management by completing and submitting a Change Order Form, which is substantially in the form incorporated into this Agreement as Exhibit B. Each Party's respective management will review the form to determine whether a modification to the scope of work is necessary and what effect the implementation of such change may have on the Services. If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Order Form, subject to mutual agreement of the Parties. If the Parties mutually agree to implement the change in scope, the Change Order Form will be incorporated into the applicable SOW as an addendum when signed by authorized representatives of DataCapable and Client.

6. PRICING AND INVOICING TERMS.

6.1. General. DataCapable will invoice Client, and Client will pay DataCapable, for Services on invoices submitted every week by DataCapable for payment by Client. Payment is due no later than thirty (30) calendar days after receipt. If Client has any valid reason for disputing any portion of an invoice, Client will so notify DataCapable within ten (10) calendar days of receipt of invoice by Client, and if no such notification is given, the invoice will be deemed valid. Any portion of DataCapable's invoice that is not in dispute shall be paid in accordance with the procedures set forth herein.

6.2. Pricing. Pricing terms for the services are as set forth in the applicable SOW. DataCapable may bill Client on a fixed-fee or hourly basis for services rendered. Hourly rates for work performed by DataCapable's employees will be as set forth in a SOW (the "Hourly Rates"). DataCapable may periodically change Hourly Rates. License fees shall automatically increase by five percent (2%) upon each Renewal Term unless otherwise set forth in a SOW.

6.3. Late or Unpaid Invoices. A finance charge of 1.5% per month, or such lesser amount as may be the maximum amount permitted by Delaware law, on the unpaid amount of an invoice will be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Client will pay any attorneys' fees, court costs, or other costs DataCapable may incur in collection of delinquent accounts. If Client has outstanding, past due invoices more than fifteen (15) days, DataCapable may suspend performing further work. A suspension of work due to Client's failure to make required payments may result in additional time to perform the Services required by any SOW and increased costs/fees.

6.4. Reimbursable Costs. Client shall reimburse DataCapable all reasonable, preapproved (in writing) costs incurred in connection with the Services rendered or when travelling at Client's request. Reimbursable costs include, but are not limited to, travel costs, the cost of subcontractors, materials costs, delivery costs and other similar expenses and costs that are attributable to any Services (the "Reimbursable Costs"). Travel costs include air, train or bus travel, lodging, meals and incidentals, any ground transportation associated with air travel, tools, and all other reasonable costs generally associated with air travel. All extraordinary travel expenses will not be incurred without Client's approval. Together with any invoice containing Reimbursable Costs, DataCapable will provide to Client documentation of Reimbursable Costs incurred.

6.5. Taxes. All amounts payable pursuant to this Agreement are exclusive of taxes. Accordingly, there will be added to any amount payable by Client the monetary sum equal to any and all then-applicable taxes, however designated, incurred as a result of or otherwise in connection with this Agreement or the Services, including without limitation state and local privilege, excise, sales or similar transactional, services, withholding, and use taxes and any taxes or other amounts in lieu thereof paid or payable by Client (other than taxes based on DataCapable's net income and employment taxes). If Client does not pay such taxes, DataCapable may make such payments and Client will reimburse DataCapable for those payments. Client will indemnify, defend, protect and hold DataCapable harmless for, from and against any payments made by Client pursuant to this Section 6.5.

7. OWNERSHIP OF TECHNOLOGY AND DELIVERABLES.

7.1. Definitions.

7.1.1. "Background Technology" means all Technology owned, created or discovered by a Party:

7.1.1.1. prior to a SOW effective date, or

7.1.1.2. on or after the SOW effective date independent of the Services performed pursuant to the SOW.

7.1.2. "Deliverables" means the work product that DataCapable creates under an SOW.

7.1.3. "Developed Technology" means any Technology other than Background Technology created or discovered by DataCapable or Client in connection with an SOW.

7.1.4. "Intellectual Property Rights" means all copyright, moral rights, patent rights, trade and service marks, design rights, rights in or relating to databases, rights in or relating to confidential information, rights in relation to domain names, and any associated or other intellectual property rights (registered or unregistered) throughout the world.

7.1.5. "Technology" means all technical information, know-how, ideas, concepts, methods and processes, procedures, designs, schematics, works of authorship, inventions and discoveries, owned by a Party or licensed to a Party (to the extent such Party has the right to sublicense it) and any and all modifications, additions, changes or derivative works thereof.

7.2. Ownership of Technology and Deliverables.

7.2.1. Background Technology. Neither Party will own the other Party's Background Technology and acquires no rights or interest under this Agreement to the other Party's Background Technology, including, without limitation, the Intellectual Property Rights therein, except for the licenses granted in Section 7.3 below.

7.2.2. Developed Technology; Deliverables. DataCapable owns all Deliverables and any Developed Technology, except for any of Client's Background Technology that is incorporated into the Deliverables or Developed Technology (the "Incorporated IP")..

7.3. Licenses to Technology.

7.3.1. Client Background Technology. If Client provides DataCapable with any of Client's Background Technology under this Agreement to facilitate DataCapable's performance of the Services, Client grants to DataCapable a limited, nonexclusive, nontransferable, royalty-free license (with the right to sublicense to its delegates and subcontractors authorized by Client), solely for the purpose of performing the Services and solely for the Term of this Agreement, under Client's Intellectual Property Rights in such Background Technology, to:

7.3.1.1. copy, prepare derivative works of, perform, and display (internally only) such Background Technology, and

7.3.1.2. make, use, and import such Background Technology.

7.3.2. DataCapable Deliverables, Developed Technology and Incorporated IP. DataCapable grants to Client a nonexclusive, nontransferable, worldwide license, to use the Deliverables, Developed Technology and Incorporated IP, subject to the following limitations:

7.3.2.1. Client's license of the Deliverables, Developed Technology and Incorporated IP is limited to Client's own internal purposes, pursuant to which Client may use, perform or display the Deliverables, Developed Technology and Incorporated IP solely in connection with Client's use of the Deliverables and in no event shall Client be entitled to independently commercially exploit the Deliverables, Developed Technology and Incorporated IP;

7.3.2.2. DataCapable's limited license of the Deliverables, Developed Technology and Incorporated IP pursuant to this Section 7.3.2 does not grant Client a license to any modifications, additions, changes or derivative works

that are made to the Deliverables, Developed Technology and Incorporated IP by or for DataCapable after incorporation of the Incorporated IP into any Deliverables or Developed Technology;

7.3.2.3. Client is not permitted to sublicense the Deliverables, Developed Technology and Incorporated IP unless such sublicense is granted by Client to Client's independent contractors or consultants for the sole purpose of using or modifying the Deliverables, Developed Technology and Incorporated IP as may be required for Client's commercial exploitation of the Deliverables;

7.3.2.4. Nothing contained in this Agreement will permit Client or its agents to unbundle, separate, use, reverse engineer or cause the Deliverables, Developed Technology and Incorporated IP to be used as a stand-alone product or development tool or to otherwise commercialize the Incorporated IP;

7.3.2.5. Client shall not modify, add to, change or create any derivative works of any DataCapable's Background Technology, Deliverables, Developed Technology or Incorporated IP without the express written consent of DataCapable. To the extent that Client is authorized by DataCapable to make any modifications, additions, changes or derivative works of DataCapable's Background Technology, Deliverables, Developed Technology or Incorporated IP, such modifications, additions, changes or derivative works shall be owned exclusively by DataCapable immediately upon creation;

7.3.2.6. Client's license of the Deliverables, Developed Technology and Incorporated IP terminates upon termination of this Agreement.

8. REPRESENTATIONS AND WARRANTIES. Each Party represents and warrants that:

8.1.1. it has the full power and authority to enter into this Agreement, carry out its obligations under this Agreement, and grant the rights and licenses it grants the other in this Agreement; and

8.1.2. its compliance with the terms and conditions of this Agreement will not violate any agreements it has with any third Party.

9. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, NO OTHER WARRANTIES ARE EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.

10. LIMITATION OF LIABILITY.

10.1. Limitation. UNDER NO CIRCUMSTANCE, WILL EITHER PARTY HEREUNDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES INCURRED OR SUFFERED BY THE OTHER PARTY ARISING OUT OF OR IN CONNECTION WITH THIS

AGREEMENT (INCLUDING WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF INCOME OR LOSS OF BUSINESS ADVANTAGE), WHETHER OR NOT FORESEEABLE, EVEN IF SUCH PARTY, OR AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL DATACAPABLE'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE PAYMENT RECEIVED BY DATACAPABLE FOR THE PARTICULAR SERVICE PROVIDED GIVING RISE TO THE CLAIM DURING THE 6 MONTHS PRIOR TO THE ASSERTION OF SUCH CLAIM, EXCEPT THAT NO LIMITATION SHALL APPLY TO PAYMENTS OWED FOR SERVICES AND DELIVERABLES PROVIDED UNDER THIS AGREEMENT OR ANY APPLICABLE SOW. THE LIMITATION OF LIABILITY SET FORTH HEREIN IS FOR ANY AND ALL MATTERS FOR WHICH DATACAPABLE MAY OTHERWISE HAVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER THE CLAIM ARISES IN CONTRACT, TORT, STATUTE, OR OTHERWISE.

10.2. Remedy. Client's exclusive remedy for any claim arising out of or relating to this Agreement will be for DataCapable, upon receipt of written notice, either (i) to use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which DataCapable is at fault, or (ii) return to Client the fees paid by Client to DataCapable for the particular service provided that gives rise to the claim, subject to the limitation contained in Section 10.1.

11. NON-SOLICITATION OF EMPLOYEES.

11.1. Non-Solicitation Period. "Non-Solicitation Period" means a period of twelve (12) months following the termination of this Agreement, unless a court of competent jurisdiction determines that such period is unenforceable under applicable law because it is too long, in which case the Non-Solicitation Period shall be for the longest of the following periods that the court determines is reasonable under the circumstances: twelve (12) months, nine (9) months, or six (6) months following the termination of this Agreement.

11.2. DataCapable Covenant. DataCapable acknowledges the character of Client's business and the substantial amount of time, money and effort that Client has spent and will spend in recruiting competent employees and contractors, and DataCapable agrees that it will not, and will cause its employees and independent contractors not to, during the Term and the Non-Solicitation Period, alone or with others, directly or indirectly, solicit for engagement, hire, or engage, or assist any other entity or person in soliciting for engagement, hiring, or engagement any employee or contractor who is or who is hereafter engaged or engaged by Client without the prior written consent of Client. The Non-Solicitation Period shall be tolled while DataCapable is in breach hereof.

11.3. Client Covenant. Client acknowledges the character of DataCapable's business and the substantial amount of time, money and effort that DataCapable has spent and will spend in recruiting competent employees and contractors, and Client agrees that it will not, and will cause its employees and independent contractors not to, during the Term

and the Non-Solicitation Period, alone or with others, directly or indirectly, solicit for engagement, hire, or engage, or assist any other entity or person in soliciting for engagement, hiring, or engagement any employee or contractor who is or who is hereafter engaged or engaged by DataCapable without the prior written consent of DataCapable. The Non-Solicitation Period shall be tolled while Client is in breach hereof.

11.4. Reasonableness. Each of Client and DataCapable agrees that the restrictions contained in this Agreement are fair and reasonable and necessary for the protection of the legitimate business interests of Client and DataCapable, and each of Client and DataCapable intends that such restrictions be enforceable and enforced to their fullest extent.

11.5. General Advertisement. Notwithstanding anything to the contrary, Client and DataCapable agree that neither shall be restricted from hiring a person who responds to a general advertisement or solicitation that is not specifically directed at an employee or employees of the other Party.

12. CONFIDENTIALITY.

12.1. "Confidential Information" means information that is provided by or on behalf of either Party (the "Discloser") to the other Party (the "Recipient"), or to which a Recipient otherwise gains access, in the course of or incidental to the performance of this Agreement, which is of value to the Discloser, and is not generally known to others, including, without limitation, trade secrets, customer lists, customer information, employee lists, technology, processes, marketing techniques, price lists, pricing policies, business methods, contracts and contractual relations with the Discloser's customers and suppliers, know-how, software, future and proposed products and services, financial information, business forecasts, sales and merchandising, and marketing plans and information. Confidential Information may be disclosed in written or other tangible form (including on magnetic media) or by oral, visual, or other means. The terms, conditions, and provisions of this Agreement shall be deemed by the Parties to be Confidential Information of both Parties.

12.2. The Recipient of Confidential Information shall use the Confidential Information only for the purposes of this Agreement or as otherwise expressly permitted by this Agreement. The Recipient of Confidential Information shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case, using no less than a reasonable degree of care.

12.3. Recipient may disclose Confidential Information received hereunder to (a) its affiliates, (b) Recipient's employees and independent contractors, and (c) Recipient's affiliate's employees and independent contractors, and who in all of the foregoing cases have a need to know such information and are bound to protect the received Confidential Information from unauthorized use and disclosure under terms no less restrictive than those contained in this Agreement. Confidential Information shall not otherwise be

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disclosed by Recipient to any third Party without the prior written consent of the Discloser.

12.4. The restrictions herein on the use and disclosure of Confidential Information shall not apply to information that: (i) was publicly known at the time of Discloser's communication thereof to Recipient or becomes publicly known through no fault of Recipient subsequent to the time of such communication; (ii) was in Recipient's possession free of any obligation of confidence at the time of Discloser's communication to Recipient; (iii) is developed by Recipient independently of and without reference to any of Discloser's Confidential Information or other information that Discloser disclosed in confidence to any third Party; (iv) is rightfully obtained by Recipient from third Parties authorized to make such disclosure without restriction; (v) is identified in writing by the Discloser as no longer proprietary or confidential.

12.5. In the event Recipient is required by law, regulation, or court order to disclose any of Discloser's Confidential Information, Recipient will promptly notify Discloser in writing prior to making any such disclosure and shall reasonably cooperate in any efforts of Discloser to seek a protective order or other appropriate remedy from, the proper authority. If Discloser is not successful in precluding the requested disclosure, Recipient will furnish only that portion of the Confidential Information that is legally required and will exercise reasonable commercial efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

12.6. All Confidential Information disclosed under this Agreement (including information in computer software or held in electronic storage media) shall be and remain the property of Discloser or its licensors. All such information in any computer memory or data storage apparatus shall be erased or destroyed, and all such information in tangible form in the possession or under the control of the Recipient shall, at the discretion of the Discloser, either be destroyed or returned to the Discloser promptly upon the earlier of: (i) the written request of the Discloser or (ii) termination or expiration of this Agreement, and in either of such events and to the applicable extent shall not thereafter be retained in any form by or through Recipient unless otherwise expressly permitted hereunder.

12.7. The Parties' obligations and rights with regard to Confidential Information shall remain in effect for a period of three (3) years from the termination of this Agreement, except that the Parties' obligations with respect to trade secrets shall continue for so long as such Confidential Information remains a trade secret under applicable law.

12.8. The Parties agree that any violation or threatened violation of this Section 13 could cause irreparable injury to Discloser, for which the Discloser may not have an adequate remedy at law, and that the Discloser shall be entitled, in addition to any other rights and remedies it may have, at law or in equity, to seek an injunction to restrain Recipient from violating or continuing to violate, such covenants and agreements.

13. INDEMNIFICATION. Client shall indemnify and hold DataCapable and its affiliates and their respective trustees, directors, officers, employees, agents, representatives, successors

and assigns (each, an "Indemnified Party") harmless from and against any loss, liability,

damage or expense arising from or relating to a claim, suit or proceeding brought against an Indemnified Party and any liability arising from Client's misuse or mismanagement of the Deliverables, Client's breach of this Agreement or Client's infringement of the intellectual property or other rights of any third party. Nothing in this Agreement is intended to waive the sovereign immunity protections provided to Client pursuant to Florida Statute 768.28.

Initial LB

14. GENERAL.

14.1. Governing Law and Construction. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware

14.2. are, without regard to the principles of conflicts of law. The language of this Agreement shall be deemed to be the result of negotiation among the Parties and their respective counsel and shall not be construed strictly for or against any Party.

14.3. Severability. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

14.4. Amendments. No amendment or modification of this Agreement will be deemed effective unless made in writing signed by Client and DataCapable.

14.5. No Waiver. No term or condition of this Agreement will be deemed to have been waived nor will there be any estoppel to enforce any provisions of this Agreement, except by a statement in writing signed by the Party against whom enforcement of the waiver or estoppel is sought. Any written waiver will not be deemed a continuing waiver unless specifically stated, will operate only as to the specific term or condition waived, and will not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

14.6. Independent Contractor. The relationship of the Parties to each other under this Agreement shall be that of independent contractors, and nothing contained herein shall be construed to constitute, create, or in any way be interpreted as, a joint venture, partnership, or business organization of any kind. Additionally, under no circumstances shall the employees, agents or subcontractors of DataCapable be considered employees or agents of Client.

14.7. Notices. All notices or other communications hereunder shall be in writing, sent by courier or the fastest possible means, provided that recipient receives a manually signed copy and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address first set forth above or such other address as may be specified in a written notice in accordance with this Section 14.6.

14.8. Assignment. The Agreement is not assignable or transferable by Client without prior

written consent of DataCapable, which consent shall not be unreasonably withheld or delayed. This Agreement is not assignable or transferable by DataCapable without the prior written consent of Client, which consent shall not be unreasonably withheld or delayed. Any attempted assignment or transfer in contravention hereof shall be null and void. Notwithstanding the foregoing, either Party may assign its rights and obligations under this Agreement in the event of a merger, acquisition, sale of all or substantially all of its assets, or similar transaction resulting in a change of control.

14.9. Section Headings. Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

14.10. Representations; Counterparts. Each person executing this Agreement on behalf of a Party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such Party, with full right and authority to execute this Agreement and to bind such Party with respect to all of its obligations hereunder. This Agreement may be executed in two or more counterparts, and it is not necessary that signatures of all Parties appear on the same counterpart, but such counterparts together will constitute a single binding agreement between and among all Parties hereto. Executed counterparts may be delivered via facsimile, electronic mail or other similar transmission method, and any executed counterpart so delivered shall be valid and effective for all purposes.

14.11. Cooperation. Client will cooperate with DataCapable in taking actions and executing documents, as appropriate, to achieve the objectives of this Agreement. Client agrees that DataCapable's performance is dependent on Client's timely and effective cooperation with DataCapable. Such cooperation is considered an Assumption underlying DataCapable's projections of costs and timing, and related quotes. Accordingly, Client acknowledges that any unreasonable delay by Client in excess of five (5) business days, will, at DataCapable's option, either (i) extend the applicable DataCapable scheduled delivery deadline by the length of such delay or (ii) permit DataCapable to invoice Client for additional charges incurred to meet the scheduled delivery deadline (e.g., Hourly Rates of employees not previously assigned in the SOW).

14.12. Entire Agreement; Survival. This Agreement, including any Exhibits and Schedules, states the entire Agreement between the Parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the Parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Client and DataCapable respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the Parties hereto. Sections 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, as well as any other provisions who survival is necessary to give proper effect to their respective terms, shall survive the termination of this Agreement.

14.13. Force Majeure. DataCapable shall not be responsible for delays or failures (including any delay by DataCapable to make progress in the prosecution of any Services) if such

restricted to, acts of God or of the public enemy, fires, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, tariffs, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

14.14. Conflict. In the case of any conflict between the terms of this Agreement, the terms of a PO and the terms of a SOW, the terms of the SOW shall control. In the case of any conflict between the terms of this Agreement and the terms of a PO, the terms of a PO shall control.

14.15. Publicity. DataCapable may (i) issue a press release or other public announcement, whether written or oral, related to this Agreement, (ii) use Client's name, logo, or describe the service provider and customer relationship outlined in this Agreement in general marketing promotions, including but not limited to, testimonials, case studies, speaking abstracts, website copy, collateral, and solution descriptions. Client hereby grants DataCapable a nonexclusive, worldwide, royalty-free license to use Client's name, logo, and describe the service provider and customer relationship on its website and in general marketing promotions as outlined above, and no prior consent of Client is required in such case. DataCapable will not share any sensitive business data without Client's express permission.

14.16. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or will confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

15. DISPUTE RESOLUTION. The Parties deem it to be in their respective best interests to settle any dispute as expeditiously and economically as possible. Therefore, the Parties expressly agree to submit any dispute between them arising out of or relating to this Agreement ("Dispute") to Mediation (as defined below) and, if Mediation does not resolve the Dispute, the Parties shall agree to submit their disputes to binding arbitration, as set forth below. The Parties thus expressly waive any rights they may have to trial by jury with respect to such Dispute. The dispute resolution proceedings shall be conducted in Dallas, Texas, in the English language. The Parties agree to use the following procedure in good faith to resolve any Dispute.

15.1. A meeting (in person or by phone) shall be held among the Parties within ten (10) business days after any Party gives written notice of the Dispute to the other Party (the "Dispute Notice") attended by a representative of each Party having decision-making authority regarding the Dispute (subject to board of directors or equivalent approval, if required), to attempt in good faith to negotiate a resolution of the Dispute.

15.2. If, within thirty (30) calendar days after the Dispute Notice, the Parties have not succeeded in negotiating a written resolution of the Dispute, upon written request by any Party to the other Party all Parties shall promptly negotiate in good faith to jointly appoint a mutually acceptable neutral person not affiliated with any of the Parties (the "Neutral"). If all Parties so agree in writing, a panel of two or more individuals (such

shall seek assistance in such regard from the American Arbitration Association (the "AAA") if they have been unable to agree upon such appointment within forty (40) days after the Dispute Notice. The fees and costs of the Neutral and of any such assistance shall be shared equally among the Parties.

15.3. In consultation with the Neutral, the Parties shall negotiate in good faith to select or devise a nonbinding alternative dispute resolution procedure ("Mediation") by which they shall attempt to resolve the Dispute, and a time and place for the Mediation to be held, with the Neutral (at the written request of any Party to each other Party) making the decision as to the procedure if the Parties have been unable to agree on any of such matters in writing within ten (10) days after selection of the Neutral.

15.4. The Parties agree to participate in good faith in the Mediation to its conclusion; provided, however, that no Party shall be obligated to continue to participate in the Mediation if the Parties have not resolved the Dispute in writing within one hundred twenty (120) days after the Dispute Notice and any Party shall have terminated the Mediation by delivery of written notice of termination to each other Party following expiration of said 120-day period. Following any such termination notice after selection of the Neutral, and if any Party so requests in writing to the Neutral (with a copy to each other Party), then the Neutral shall make a recommended resolution of the Dispute in writing to each Party, which recommendation shall not be binding upon the Parties; provided, however, that the Parties shall give good faith consideration to the settlement of the Dispute on the basis of such recommendation, and if the Parties are unable to resolve the Dispute on the basis of such recommendation, then at the election of either Party the Dispute shall be submitted to binding arbitration as provided below. In the event of binding arbitration, the Party seeking further resolution shall pay the reasonable attorneys' fees, costs and other expenses (including expert witness fees) of the other incurred in connection with the pursuit of (and defense against) such arbitration, if the result thereof is less favorable to the Party pursuing the arbitration than the recommendation of the Neutral.

15.5. Subject to the foregoing, a Party may seek binding arbitration of an unresolved Dispute in Dallas, Texas in accordance with the Rules of the AAA governing commercial transactions. The arbitration will be conducted by a single arbitrator. If the Parties fail to agree on the arbitrator within twenty (20) days, the office the AAA in Dallas, Texas shall make the necessary appointment of an arbitrator. In connection with any Arbitration, the Parties shall be entitled to all discovery rights as provided for in the United States Federal Rules of Civil Procedure and each Party shall be entitled to apply to any court of competent jurisdiction for an order enforcing any discovery request authorized under the Federal Rules of Civil Procedure. THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE SUBJECT TO ARBITRATION PURSUANT TO THIS SECTION 15. After due consideration of all of the evidence submitted by the Parties, in accordance with the applicable procedural rules governing the arbitration proceedings, the arbitrator shall issue its decision and award. The decision and award of the arbitrator in any arbitration proceeding shall (i) be in writing, stating the grounds for the decision

in reasonable detail, specifying findings of fact and conclusions of law; (ii) be based

solely on the terms and conditions of this Agreement, as interpreted under the laws of the state of Delaware; and (iii) shall be final and binding upon the Parties. Judgment upon such decision and award may be entered in any competent court or application may be made to any competent court for judicial acceptance of such decision and award and an order of enforcement.

15.6. At the reasonable request of either Party, the mediator or arbitration tribunal shall adopt rules and procedures designed to expedite the dispute resolution process.

15.7. Notwithstanding anything herein to the contrary, nothing in this Section 15 shall preclude any Party from seeking interim or provisional relief, in the form of a temporary restraining order, preliminary injunction, or other interim equitable relief concerning the Dispute, either prior to or during any of the negotiations or proceedings set forth in this Section 15, if deemed necessary by a Party, in its discretion, to protect the interests of such Party. Bringing or defending an action for such relief shall not constitute a waiver of the right or avoid the obligation to arbitrate contained in this Agreement. Further, this Section 15 shall be specifically enforceable.

15.8. Except as otherwise provided for in this Agreement, each Party shall bear its own attorney's fees, costs, and expenses arising out of any dispute regarding this Agreement, regardless of whether a Party is declared to be a prevailing Party or is otherwise entitled to an award of such fees, costs, and expenses under applicable law.

[*Signature blocks appear on the following page.*]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year written below.

Client	**DataCapable, Inc.**
Signed by: Janice Mitchell Signature	Signed by: Lucas Baerg Signature
Janice Mitchell Name	Lucas Baerg Name
CFO Title	CFO Title

Approved as to form and legality:

Signed by: William E. Sexton, Esq.

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CONTRACT# ELE/260350

EXHIBIT A – STATEMENT OF WORK #1

1. Parties and Purpose

This Statement of Work ("SOW"), including Schedule 1 attached, is entered into by and between DataCapable, Inc., a Delaware corporation with offices at 2093 Philadelphia Pike #4846, Claymont, DE 19703 ("DataCapable") and Ocala Electric Utilities, located at 201 SE 3rd St, Ocala, FL 34471 ("Client").

This SOW is issued pursuant to the Master Services Agreement ("MSA") between DataCapable and Client, and describes the scope of software licensing, professional services, and implementation work to be provided. Capitalized terms not defined in this SOW shall have the meanings ascribed to them in the MSA.

2. Software Products

Client has selected the following software product(s) as part of this engagement (check all that apply):

X Outage Map
☐ Community Portal
☐ Threat Detector

Each product includes cloud hosting, software updates, and support as outlined in the proposal quote during the subscription term. Additional modules or features may be included per the attached proposal.

3. Term

The term of this SOW shall begin on the License Start Date specified in the attached Proposal and Pricing (Schedule 1) and shall continue for a period of one (1) year, unless terminated in accordance with the Master Services Agreement. This SOW shall automatically renew for successive one (1) year periods unless either party provides at least ninety (90) days' written notice of non-renewal prior to the end of the then-current term. Renewal fees shall increase by five percent (2%) unless otherwise agreed in writing.

4. Scope of Work and Deliverables

DataCapable will provide professional services and implementation work necessary to configure and deliver the selected product(s) in accordance with Client's requirements. The scope, milestones, timeline, and deliverables for the project are defined in the attached Schedule 1: Proposal and Pricing.

5. Responsibilities
As more fully set forth in Section 14.10 of the MSA, Customer agrees to provide timely access to necessary personnel, data, and technical environments to support implementation. Any

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changes to scope or responsibilities must be mutually agreed upon in a written Change Order as set forth in Exhibit B.

6. Acceptance Criteria

See Section 4 of MSA

7. Fees and Payment

All pricing, payment schedules, and applicable taxes are specified in the attached Schedule 1: Proposal and Pricing. Fees are due in accordance with the payment terms set forth therein. Customer acknowledges that payment obligations commence upon delivery of access credentials, and are not contingent upon completion of integration with third-party systems.

8. Change Management

Any changes to scope, schedule, or pricing shall be documented in a written Change Order as set forth in Exhibit B signed by both parties. No changes are valid unless documented in such form.

9. Incorporation of Master Services Agreement

This SOW is governed by the terms of the Master Services Agreement between the Parties. In case of a conflict, the SOW shall prevail solely with respect to scope, deliverables, or pricing. All other terms are controlled by the MSA.

10. Acceptance and Signature

IN WITNESS WHEREOF, the parties have executed this Statement of Work as of the date written below.

DataCapable, Inc.	Client: City of Ocala
Signed by: By: Lucas Baerg [illegible] Name: Lucas Baerg Title: CFO Date: 2/19/2026	Signed by: By: Janice Mitchell [illegible] Name: Janice Mitchell Title: CFO Date: 2/10/2026

Schedule 1: Proposal and Pricing

The attached proposal and pricing document, dated December 4, 2025 is incorporated into this SOW by reference. It includes:

- Selected software modules
- Pricing and payment terms
- Implementation timelines and milestones
- Custom feature requests (if any)
- Support and maintenance details

Pricing Summary

Item	Description	Amount(USD)
Software License	Outage and Event Map platform license	**$22,175.01**
Support Tier	Standard support. 9am CT to 5pm CT DataCapable provides a support system (email, text message, and phone) that is monitored and available seven (7) days a week, twenty-four (24) hours a day manned by a DataCapable support agent. 24/7 On-Call Support for System Down Events Supplemental On-Call Support Available for Major Business Events	Included
Payment Terms	Due upon contract signing	

Notes:

● Pricing reflects a **2% increase** over the prior proposal total of **$21,740.21**.

● The proposal includes 99.7%–99.9% uptime, 30-minute critical response time, and daily backups as detailed in the support section.

- Any additional customization will be billed at the standard rate of **$285 per hour**.

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Envelope Id: 98341FEB-EF06-4D25-8D4E-1D75DDAC1741 Status: Completed

Subject: SIGNATURE: 2026 Master Services Agreement and Scope of Work - DataCapable (ELE/260350)

Source Envelope:

Document Pages: 18 Signatures: 5 Envelope Originator:

Certificate Pages: 5 Initials: 2 Patricia Lewis

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Time Zone: (UTC-05:00) Eastern Time (US & Canada) Ocala, FL 34471

plewis@ocalafl.org

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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: 1/21/2026 4:09:52 PM Viewed: 1/21/2026 4:28:13 PM Signed: 2/9/2026 3:50:59 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: 2/9/2026 3:51:01 PM Viewed: 2/10/2026 7:46:02 AM Signed: 2/10/2026 7:49:16 AM
Electronic Record and Signature Disclosure: Accepted: 2/10/2026 7:46:02 AM ID: 70136302-82f1-418b-8042-513f0a68546d		
Lucas Baerg lucas@datacapable.com CFO Security Level: Email, Account Authentication (None)	Signed by: Lucas Baerg B4EA25C6FA2047E... Signature Adoption: Pre-selected Style Using IP Address: 2001:579:621c:b5:b95a:98e5:99a0:16cd	Sent: 2/10/2026 7:49:17 AM Resent: 2/19/2026 11:09:31 AM Viewed: 2/19/2026 12:27:22 PM Signed: 2/19/2026 12:29:05 PM
Electronic Record and Signature Disclosure: Accepted: 2/19/2026 12:27:22 PM ID: 3b7daaee-0302-4086-be6f-eb75c0522ea4		

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	1/21/2026 4:09:52 PM
Envelope Updated	Security Checked	2/19/2026 11:09:30 AM
Envelope Updated	Security Checked	2/19/2026 11:09:30 AM
Envelope Updated	Security Checked	2/19/2026 11:09:30 AM
Certified Delivered	Security Checked	2/19/2026 12:27:22 PM
Signing Complete	Security Checked	2/19/2026 12:29:05 PM
Completed	Security Checked	2/19/2026 12:29:05 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Electronic Record and Signature Disclosure created on: 2/22/2023 11:31:05 AM
Parties agreed to: William E. Sexton, Esq., Janice Mitchell, Lucas Baerg

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

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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.

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:

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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..

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.

Certificate Of Completion

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Source Envelope:
Document Pages: 26
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
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: 2600:1006:b339:3ce7:f8f0:944e:1ed9:dd8e Signed using mobile	Sent: 4/23/2026 8:09:36 AM Viewed: 4/23/2026 8:53:28 AM Signed: 4/23/2026 9:02:29 AM
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: 4/23/2026 9:02:30 AM Viewed: 4/28/2026 7:38:31 AM Signed: 4/28/2026 7:39:18 AM
Electronic Record and Signature Disclosure: Accepted: 4/28/2026 7:38:31 AM ID: b59ddf6f-8f77-43d2-b03e-738e0c087ce1		
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: 4/28/2026 7:39:20 AM Viewed: 4/28/2026 9:11:59 AM Signed: 4/28/2026 9:12:11 AM
Electronic Record and Signature Disclosure: Accepted: 4/28/2026 9:11:59 AM ID: b906fbc9-a880-4b55-929a-a384b63cee34		

Signer Events	Signature	Timestamp
Lucas Baerg lucas@datacapable.com CFO Security Level: Email, Account Authentication (None)	Signed by: B4EA25C6FA2047E... Signature Adoption: Pre-selected Style Using IP Address: 2001:579:621c:b5:a14e:92eb:3ccb:f06d	Sent: 4/28/2026 9:12:13 AM Resent: 4/28/2026 9:49:38 AM Viewed: 4/28/2026 1:04:08 PM Signed: 4/28/2026 1:04:30 PM

Electronic Record and Signature Disclosure:
Accepted: 2/19/2026 12:27:22 PM
ID: 3b7daaee-0302-4086-be6f-eb75c0522ea4

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	4/23/2026 8:09:36 AM
Certified Delivered	Security Checked	4/28/2026 1:04:08 PM
Signing Complete	Security Checked	4/28/2026 1:04:30 PM
Completed	Security Checked	4/28/2026 1:04:30 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 ARTWORK LOAN AND DISPLAY

THIS AGREEMENT FOR ARTWORK LOAN AND DISPLAY ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **LINDA BOURASSA** ("Artist").

WHEREAS, City is a municipality which regularly utilizes its public spaces to provide exhibit space to local and regional artists for the benefit, use, and enjoyment of its citizens and visitors; and

WHEREAS, Artist is the creator and exclusive owner of certain artwork identified and set forth in the attached **Exhibit A - Artwork** (the "Artwork") and all intellectual property rights therein; and

WHEREAS, Artist desires to loan the Artwork to City for public display and potential sale; and

WHEREAS, City agrees to display the Artwork in certain of its public spaces as set forth herein for the term of this Agreement for the benefit, use, and enjoyment of its citizens and visitors (hereinafter referred to as the "Exhibition").

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **RECITALS**. City and Artist hereby represent and warrant that the Recitals set forth above are true and correct.
2. **LOAN, USE, CREDIT, AND SALE OF ARTWORK.** Artist grants to City a loan of the Artwork for public display during the City of Ocala's **THROUGH THE LOOKING GLASS**, at the **EIGHTH AVENUE ADULT ACTIVITY CENTER** located at **830 NE EIGHTH AVE, OCALA FL, 34470** from **JUNE 15, 2026** through **DECEMBER 16, 2026**.
   A. **Licensed Use.** Artist shall retain all copyrights and other intellectual property rights to the Artwork. Artist hereby expressly grants to City:
      (i) the right to display the Artwork in its public spaces; and
      (ii) an irrevocable right to photograph or film images of the Artwork and use such photographs and film for reproduction in publications now known or later developed by City or for educational, publicity or promotional purposes, provided that such use shall not be for commercial purposes. This grant shall survive the termination of this Agreement.
   B. **Artistic Credit.** City may display with the Artwork information identifying Artist as the creator of the Artwork ("Artistic Credit"). Artist shall be responsible for providing City with Artistic Credit information at the time that the Artwork is transferred to City.
   C. **City's Right to Refuse Artwork**. Artist acknowledges and agrees that City has the right to refuse to exhibit any piece of the Artwork in the City's sole discretion at any time and for any reason including, without limitation, available space, relevance, and content.
   D. **Sale of Artwork.** For any Artwork that has been selected by Artist to be for sale at the Exhibition, City shall include with its display of the Artistic Credit for the Artwork contact information for those persons interested in purchasing the Artwork. All sales and related negotiations for the Artwork shall be the sole responsibility of Artist. Any artwork sold during the Exhibition must remain on-site for the duration of the term of this Agreement, or any subsequent renewal term, unless authorized by City or its authorized representative. Artist shall pay to the City **THIRTY PERCENT (30%)** of the gross receipts generated from Artwork sales during the term of this agreement. City shall have the right to audit or to authorize audits of Artist's books, records, and accounts relevant to its obligations under this Agreement. If any audit performed by City discloses an under-reporting of gross receipts, Artist shall pay to City any amounts due under this Agreement within **FIFTEEN (15)** calendar days of written notice by City.

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3. **LOAN PERIOD, RENEWAL AND TERMINATION.** The Artwork Loan Period ("Loan Period") shall begin on **JUNE 15, 2026** and shall end on **DECEMBER 16, 2026**, unless otherwise renewed or terminated pursuant to this Agreement.
   A. **Renewal**. The Loan Period may be renewed or extended upon the written consent of both parties, which shall specify the length of the term and any additional consideration exchanged during such renewal.
   B. **Termination**. 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. City shall provide written notice of the termination to Artist and coordinate arrangements for the removal of the Artwork.
4. **TRANSFER, INSTALLATION, CARE, AND REMOVAL OF ARTWORK.** Artist shall deliver, or cause to be delivered, the Artwork to City on or before **JUNE 15, 2026**. Artist shall retrieve the Artwork, or cause the artwork to be retrieved, from City no earlier than **DECEMBER 16, 2026**, unless otherwise agreed to by the parties.
   A. **Delivery of Artwork**: City shall take possession of the Artwork at **EIGHTH AVENUE ADULT ACTIVITY CENTER,** located at **830 NE EIGHTH AVE, OCALA FL, 34470**; or at such other City property or City website that the City deems appropriate from time to time. All costs incurred in connection with the delivery and/or shipment of the Artwork from the Artist to the City shall be borne by Artist. City has the right to relocate the Artwork to other City-owned sites during the Loan Period. City shall provide reasonable notice to Artist of its intent to relocate the Artwork, however, City's decision regarding relocation of the Artwork is final and may occur at any time.
   B. **Condition of Artwork Upon Transfer to City**: The City reserves the right to inspect and document the condition of the Artwork upon its transfer to the City. City will share any such documentation with Artist upon Artist's request. The City has the right to refuse to exhibit any piece of the Artwork as outlined in Paragraph 2(C) above. The absence of any notation in this Agreement as to the condition of the Artwork at the time it is received by City shall not be construed to mean that the Artwork was in good condition upon receipt.
   C. **Installation and De-Installation of Artwork**: Prior to installation, Artist shall assume all risk of loss or damage to the Artwork and shall take such measures as are reasonably necessary to protect the Artwork from loss or damage. City shall supervise the installation and de-installation of the Artwork while the Artwork is in the possession of City. Artist agrees to take all actions reasonably necessary to facilitate the City's timely, safe, and cost-effective installation and de-installation of the Artwork.
   D. **Surrender and Removal of Artwork**: The Artwork shall be returned or released to Artist or Artist's authorized representative. All costs incurred in connection with the delivery and/or shipment of the Artwork from the City to the Artist shall be borne by the Artist. City reserves the right to request the immediate removal of the Artwork from City's public spaces at any time by sending written notice to Artist.
   E. **Abandonment of Artwork:** Artist's failure to remove the Artwork within **SIXTY (60)** days after the expiration of this Agreement, or after otherwise being provided with written request from City for immediate removal of the Artwork, such Artwork shall be deemed to be abandoned and shall become property of City and City shall have the right to dispose of the Artwork and any other items related thereto in any manner deemed appropriate in the sole discretion of the City. Under no circumstances shall City be obligated to ship or otherwise transport the Artwork.
5. **CONSIDERATION** Artist acknowledges and agrees that as consideration for the services rendered by Artist under this Agreement, the City shall provide Artist with the opportunity to exhibit and market the Artwork in a public forum, thereby increasing Artist's recognition and likelihood of selling

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the Artwork. City shall not otherwise compensate Artist for use of the Artwork pursuant to this Agreement or reimburse Artist for any expenses incurred in providing the Artwork.

6. **ARTIST'S WARRANTIES AND REPRESENTATIONS**. Artist warrants and represents as follows:
   A. Artist is the sole owner of and has full legal title to all objects that constitute the Artwork under this Agreement;
   B. Artist has full authority and power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;
   C. The installation and removal of the Artwork will not unacceptably damage or alter the Artwork;
   D. The total value of the Artwork is in the amounts noted on the attached **Exhibit A - Artwork**.
   E. Nothing in the Artwork defames any person or entity, infringes upon any copyright, or otherwise violates the rights of any third party.
7. **ASSIGNMENT.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.
8. **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.
9. **INDEMNIFICATION.** Artist shall indemnify and hold harmless City and its elected officials, employees and volunteers against any and all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City may sustain or which may be asserted against City or its elected officials, employees, and volunteers arising out of the activities contemplated by this Agreement including, without limitation, any action, claim, suit, or liability based on a claim that work performed under this Agreement by Artist, or Artist's agents or subcontractors, constitutes an infringement of any patent, copyright, trademark, trade name, or other proprietary right of any kind. This Section shall survive the termination or other expiration of this Agreement. Artist shall advise City, in writing, within **TWENTY-FOUR (24)** hours of any known claim or demand made against the City or Artist relating to or arising out of Artist's activities under this Agreement.
10. **MAINTENANCE OR REPAIR OF ARTWORK.** City agrees to ensure that the Artwork will be maintained and protected to the extent practical. Except as otherwise set forth herein, Artist shall be solely responsible for any and all repair of the Artwork during its Exhibition including, but not limited to, repairs necessitated by damage, fabrication defects, or reasonable wear and tear due to the Artwork being displayed in a public location. In the event of such damage to the Artwork, City shall provide reasonable notice to Artist of the occurrence. Artist shall supply City with written maintenance instructions for the Artwork as applicable. City can perform routine or preventative maintenance of the Artwork during the loan period. And City may de-install and surrender possession of the Artwork to Artist pursuant to Paragraph 4, above
11. **RISK OF LOSS DURING LOAN PERIOD.** Except as otherwise stated herein, upon acceptance of the Artwork by City, the risk of loss to the Artwork during the Loan Period shall be borne by the City.
    A. City shall list the Artwork on its schedule of insured property for which it is self-insured and on any property and casualty insurance purchased by the City for the benefit and protection of Artist in the event the Artwork is damaged or destroyed by an act which would be an insurable risk under either the City's self-insurance and/or purchased insurance protections, consistent

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with the City's legal ability to do so in accordance with the requirements and restrictions of Florida Statute § 768.28.

B. During the Loan Period, the City shall insure the Artwork against damage or loss in an amount equal to the lesser of: (a) the amounts set forth in **Exhibit A - Artwork**; or (b) $15,000.00. The amounts set forth in **Exhibit A – Artwork** are the Artist's estimate of fair market value and does not preclude the City from later disputing the claimed fair market value.

C. The City's obligation to provide insurance for the Artwork is solely for the duration of the Loan Period and only while the Artwork is in the possession and control of City. City shall have no liability for damage or destruction that may occur during transportation to or from the City, during installation, or during removal.

12. **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.

13. **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 email. All notices shall be addressed to the respective parties as follows:

If to Artist:	Linda Bourassa 1056 Russell Loop The Villages, FL 32162 Phone: 901-335-0197 E-mail: linda@bourassa-art.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 Email: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, FL 34471 Phone: 352-401-3972 E-Mail: cityattorney@ocalafl.gov

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

15. **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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16. **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.
17. **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.
18. **ATTORNEY'S FEES.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) 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; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
19. **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.
20. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
21. **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.

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22. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
23. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
24. **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.
25. **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. This Agreement supersedes any previous agreements for the Artwork referenced herein.
26. **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 5/18/2026.

ATTEST:

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

Angel B. Jacobs
City Clerk

CITY OF OCALA:

DocuSigned by:
Peter Lee
5BB28E162F2E4C2...

Peter Lee
City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

ARTIST:

DocuSigned by:
Linda Bourassa
1185D6F219EB474...

Linda Bourassa

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Exhibit A- Artwork

Through the Looking Glass/ June 15, 2026- December 16, 2026

Memories of the Sea 36” x 36” Acrylic $800	Glory of Sunset 36” x 36” Acrylic $600	Pink Peony 30” x 40” Acrylic $600	Taking a Break 24” x 24” Acrylic $400

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Exhibit A- Artwork

Through the Looking Glass/ June 15, 2026- December 16, 2026

On the Dock 24" x 24" Acrylic $400	Reflections at the Bok 24" x 24" Acrylic $400	Contemplation II 24" x 24" Acrylic $400	Beside the Stream 24" x 24" Acrylic $400

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Exhibit A- Artwork

Through the Looking Glass/ June 15, 2026- December 16, 2026

Red Honeysuckle 24” x 24” Acrylic $400	Mother Nature 30” x 40” Acrylic $600

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VENDOR'S ACKNOWLEDGEMENT AND AGREEMENT IN EXCHANGE FOR WAIVER OF INSURANCE REQUIREMENTS

THIS ACKNOWLEDGEMENT AND AGREEMENT is made by:

LINDA BOURASSA

VENDOR NAME

1056 Russell Loop, The Villages, FL 32162

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 June 15 – Dec. 16, 2026 (IDENTIFY DATE HERE): EVENT DESCRIPTION:

Bourassa Art Show "Through The Looking Glass"

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, 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.

Docusign Envelope ID: 7045F27E-761C-86B4-815F-55F95F67D110

IN WITNESS WHEREOF, the VENDOR sets its hand this 1ST day of April, 2026.

Linda Bourassa

VENDOR SIGNATURE

LINDA BOURASSA

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)

Docusign Envelope ID: 7045F27E-761C-86B4-815F-55F95F67D110

IN WITNESS WHEREOF, the VENDOR sets its hand this 1ST day of April, 2026.

Linda Bourassa

VENDOR SIGNATURE

LINDA BOURASSA

VENDOR PRINTED NAME

Richard Dennis

TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:

☒ WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:
4/2/2026 (Date)

☐ WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE
_____ (Date)

Certificate Of Completion

Envelope Id: 7045F27E-761C-86B4-815F-55F95F67D110
Status: Completed
Subject: SIGNATURE - (GRM/260625) Agreement for Artwork Loan and Display - Linda Bourassa
Source Envelope:
Document Pages: 12
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
5/8/2026 4:30:14 PM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Linda Bourassa linda@bourassa-art.com Security Level: Email, Account Authentication (None)	DocuSigned by: 1185D6F219EB474... Signature Adoption: Drawn on Device Using IP Address: 2601:883:8340:1b0:25de:23be:59c0:2de8	Sent: 5/8/2026 4:31:39 PM Viewed: 5/9/2026 4:32:30 PM Signed: 5/9/2026 4:38:08 PM
Electronic Record and Signature Disclosure: Accepted: 5/9/2026 4:32:30 PM ID: 44fcac93-ef22-4c95-9e98-a903eb41279e		
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: 5/9/2026 4:38:10 PM Viewed: 5/13/2026 12:27:13 PM Signed: 5/13/2026 12:32:51 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
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: 2600:387:f:6ea8::2 Signed using mobile	Sent: 5/13/2026 12:32:53 PM Viewed: 5/18/2026 8:58:31 AM Signed: 5/18/2026 8:58:41 AM
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: 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/18/2026 8:58:42 AM Viewed: 5/18/2026 9:01:34 AM Signed: 5/18/2026 9:01:46 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 5/18/2026 9:01:34 AM ID: b229acf7-4dba-4450-8c1e-26ff4be363e2		

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	5/8/2026 4:31:39 PM
Certified Delivered	Security Checked	5/18/2026 9:01:34 AM
Signing Complete	Security Checked	5/18/2026 9:01:46 AM
Completed	Security Checked	5/18/2026 9:01:46 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 ARTWORK LOAN AND DISPLAY

THIS AGREEMENT FOR ARTWORK LOAN AND DISPLAY ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PATRICIA TOMLINSON** ("Artist").

WHEREAS, City is a municipality which regularly utilizes its public spaces to provide exhibit space to local and regional artists for the benefit, use, and enjoyment of its citizens and visitors; and

WHEREAS, Artist is the creator and exclusive owner of certain artwork identified and set forth in the attached **Exhibit A - Artwork** (the "Artwork") and all intellectual property rights therein; and

WHEREAS, Artist desires to loan the Artwork to City for public display and potential sale; and

WHEREAS, City agrees to display the Artwork in certain of its public spaces as set forth herein for the term of this Agreement for the benefit, use, and enjoyment of its citizens and visitors (hereinafter referred to as the "Exhibition").

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **RECITALS**. City and Artist hereby represent and warrant that the Recitals set forth above are true and correct.

2. **LOAN, USE, CREDIT, AND SALE OF ARTWORK.** Artist grants to City a loan of the Artwork for public display during the City of Ocala's **CREATIVE VOICES**, at **MARY SUE RICH COMMUNITY CENTER** located at **1821 NW 21ST AVENUE, OCALA FL, 34475** from **JUNE 16, 2026,** through **DECEMBER 17, 2026**.

   A. **Licensed Use.** Artist shall retain all copyrights and other intellectual property rights to the Artwork. Artist hereby expressly grants to City:

      (i) the right to display the Artwork in its public spaces; and

      (ii) an irrevocable right to photograph or film images of the Artwork and use such photographs and film for reproduction in publications now known or later developed by City or for educational, publicity or promotional purposes, provided that such use shall not be for commercial purposes. This grant shall survive the termination of this Agreement.

   B. **Artistic Credit.** City may display with the Artwork information identifying Artist as the creator of the Artwork ("Artistic Credit"). Artist shall be responsible for providing City with Artistic Credit information at the time that the Artwork is transferred to City.

   C. **City's Right to Refuse Artwork**. Artist acknowledges and agrees that City has the right to refuse to exhibit any piece of the Artwork in the City's sole discretion at any time and for any reason including, without limitation, available space, relevance, and content.

   D. **Sale of Artwork.** For any Artwork that has been selected by Artist to be for sale at the Exhibition, City shall include with its display of the Artistic Credit for the Artwork contact information for those persons interested in purchasing the Artwork. All sales and related negotiations for the Artwork shall be the sole responsibility of Artist. Any artwork sold during the Exhibition must remain on-site for the duration of the term of this Agreement, or any subsequent renewal term, unless authorized by City or its authorized representative. Artist shall pay to the City **THIRTY PERCENT (30%)** of the gross receipts generated from Artwork sales during the term of this

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agreement. City shall have the right to audit or to authorize audits of Artist's books, records, and accounts relevant to its obligations under this Agreement. If any audit performed by City discloses an under-reporting of gross receipts, Artist shall pay to City any amounts due under this Agreement within **FIFTEEN (15)** calendar days of written notice by City.

3. **LOAN PERIOD, RENEWAL AND TERMINATION.** The Artwork Loan Period ("Loan Period") shall begin on **JUNE 16, 2026,** and shall end on **DECEMBER 17, 2026**, unless otherwise renewed or terminated pursuant to this Agreement.

   A. **Renewal**. The Loan Period may be renewed or extended upon the written consent of both parties, which shall specify the length of the term and any additional consideration exchanged during such renewal.

   B. **Termination**. 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. City shall provide written notice of the termination to Artist and coordinate arrangements for the removal of the Artwork.

4. **TRANSFER, INSTALLATION, CARE, AND REMOVAL OF ARTWORK.** Artist shall deliver, or cause to be delivered, the Artwork to City on or before **JUNE 16, 2026**. Artist shall retrieve the Artwork, or cause the artwork to be retrieved, from City no earlier than **DECEMBER 17, 2026**, unless otherwise agreed to by the parties.

   A. **Delivery of Artwork**: City shall take possession of the Artwork at **MARY SUE RICH COMMUNITY CENTER,** located at **1821 NW 21ST AVENUE, OCALA FL, 34475**; or at such other City property or City website that the City deems appropriate from time to time. All costs incurred in connection with the delivery and/or shipment of the Artwork from the Artist to the City shall be borne by Artist. City has the right to relocate the Artwork to other City-owned sites during the Loan Period. City shall provide reasonable notice to Artist of its intent to relocate the Artwork, however, City's decision regarding relocation of the Artwork is final and may occur at any time.

   B. **Condition of Artwork Upon Transfer to City**: The City reserves the right to inspect and document the condition of the Artwork upon its transfer to the City. City will share any such documentation with Artist upon Artist's request. The City has the right to refuse to exhibit any piece of the Artwork as outlined in Paragraph 2(C) above. The absence of any notation in this Agreement as to the condition of the Artwork at the time it is received by City shall not be construed to mean that the Artwork was in good condition upon receipt.

   C. **Installation and De-Installation of Artwork**: Prior to installation, Artist shall assume all risk of loss or damage to the Artwork and shall take such measures as are reasonably necessary to protect the Artwork from loss or damage. City shall supervise the installation and de-installation of the Artwork while the Artwork is in the possession of City. Artist agrees to take all actions reasonably necessary to facilitate the City's timely, safe, and cost-effective installation and de-installation of the Artwork.

   D. **Surrender and Removal of Artwork**: The Artwork shall be returned or released to Artist or Artist's authorized representative. All costs incurred in connection with the delivery and/or shipment of the Artwork from the City to the Artist shall be borne by the Artist. City reserves the right to request the immediate removal of the Artwork from City's public spaces at any time by sending written notice to Artist.

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E. **Abandonment of Artwork:** Artist's failure to remove the Artwork within **SIXTY (60)** days after the expiration of this Agreement, or after otherwise being provided with written request from City for immediate removal of the Artwork, such Artwork shall be deemed to be abandoned and shall become property of City and City shall have the right to dispose of the Artwork and any other items related thereto in any manner deemed appropriate in the sole discretion of the City. Under no circumstances shall City be obligated to ship or otherwise transport the Artwork.

5. **CONSIDERATION** Artist acknowledges and agrees that as consideration for the services rendered by Artist under this Agreement, the City shall provide Artist with the opportunity to exhibit and market the Artwork in a public forum, thereby increasing Artist's recognition and likelihood of selling the Artwork. City shall not otherwise compensate Artist for use of the Artwork pursuant to this Agreement or reimburse Artist for any expenses incurred in providing the Artwork.

6. **ARTIST'S WARRANTIES AND REPRESENTATIONS**. Artist warrants and represents as follows:

   A. Artist is the sole owner of and has full legal title to all objects that constitute the Artwork under this Agreement;

   B. Artist has full authority and power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;

   C. The installation and removal of the Artwork will not unacceptably damage or alter the Artwork;

   D. The total value of the Artwork is in the amounts noted on the attached **Exhibit A - Artwork**.

   E. Nothing in the Artwork defames any person or entity, infringes upon any copyright, or otherwise violates the rights of any third party.

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

8. **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.

9. **INDEMNIFICATION.** Artist shall indemnify and hold harmless City and its elected officials, employees and volunteers against any and all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City may sustain or which may be asserted against City or its elected officials, employees, and volunteers arising out of the activities contemplated by this Agreement including, without limitation, any action, claim, suit, or liability based on a claim that work performed under this Agreement by Artist, or Artist's agents or subcontractors, constitutes an infringement of any patent, copyright, trademark, trade name, or other proprietary right of any kind. This Section shall survive the termination or other expiration of this Agreement. Artist shall advise City, in writing, within **TWENTY-FOUR (24)** hours of any known claim or demand made against the City or Artist relating to or arising out of Artist's activities under this Agreement.

10. **MAINTENANCE OR REPAIR OF ARTWORK.** City agrees to ensure that the Artwork will be maintained and protected to the extent practical. Except as otherwise set forth herein, Artist shall be solely responsible for any and all repair of the Artwork during its Exhibition including, but not limited to, repairs necessitated by damage, fabrication defects, or reasonable wear and tear due to the Artwork being displayed in a public location. In the event of such damage to the Artwork, City

shall provide reasonable notice to Artist of the occurrence. Artist shall supply City with written maintenance instructions for the Artwork as applicable. City can perform routine or preventative maintenance of the Artwork during the loan period. And City may de-install and surrender possession of the Artwork to Artist pursuant to Paragraph 4, above

11. **RISK OF LOSS DURING LOAN PERIOD.** Except as otherwise stated herein, upon acceptance of the Artwork by City, the risk of loss to the Artwork during the Loan Period shall be borne by the City.

    A. City shall list the Artwork on its schedule of insured property for which it is self-insured and on any property and casualty insurance purchased by the City for the benefit and protection of Artist in the event the Artwork is damaged or destroyed by an act which would be an insurable risk under either the City's self-insurance and/or purchased insurance protections, consistent with the City's legal ability to do so in accordance with the requirements and restrictions of Florida Statute § 768.28.

    B. During the Loan Period, the City shall insure the Artwork against damage or loss in an amount equal to the lesser of: (a) the amounts set forth in **Exhibit A - Artwork**; or (b) $15,000.00. The amounts set forth in **Exhibit A – Artwork** are the Artist's estimate of fair market value and does not preclude the City from later disputing the claimed fair market value.

    C. The City's obligation to provide insurance for the Artwork is solely for the duration of the Loan Period and only while the Artwork is in the possession and control of City. City shall have no liability for damage or destruction that may occur during transportation to or from the City, during installation, or during removal.

12. **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.

13. **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 email. All notices shall be addressed to the respective parties as follows:

If to Artist:	Patricia Tomlinson 2330 NE 8th Road Ocala, FL 34470 Phone: 352-723-5444 E-mail: ptomlinson@aihocala.org
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 Email: 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, FL 34471
Phone: 352-401-3972
E-Mail: cityattorney@ocalafl.gov

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

15. **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.

16. **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.

17. **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.

18. **ATTORNEY'S FEES.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) 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; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable

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attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

19. **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.
20. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
21. **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.
22. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
23. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
24. **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.
25. **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. This Agreement supersedes any previous agreements for the Artwork referenced herein.
26. **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.

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

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IN WITNESS WHEREOF, the parties have executed this Agreement on 5/18/2026.

ATTEST:

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

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Peter Lee
5BB28E162F2E4C2...

Peter Lee
City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

ARTIST

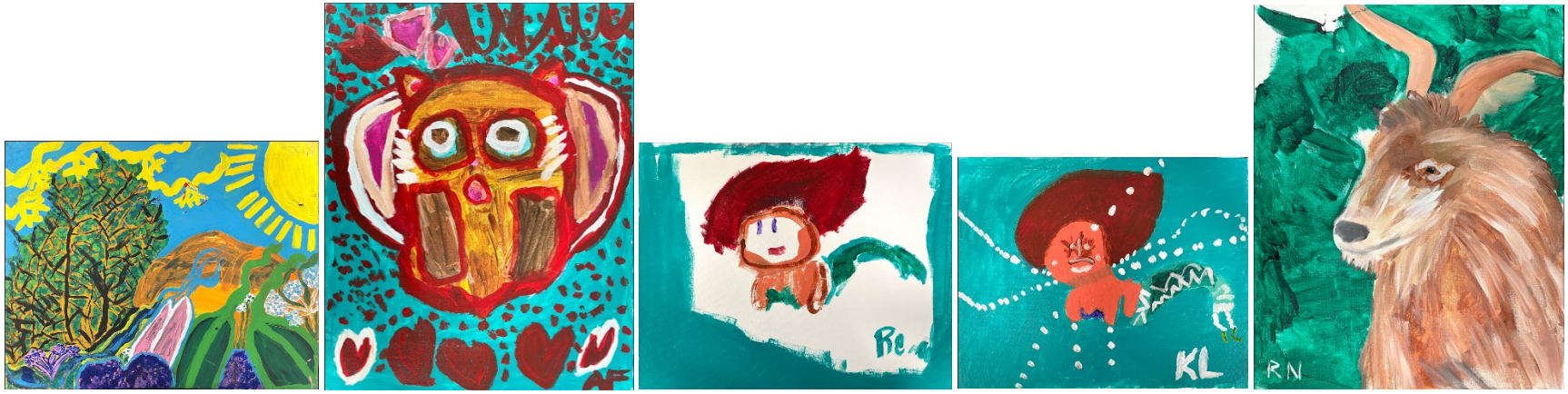
Signed by:
Patricia Tomlinson
324B2ECCCC54443...

Patricia Tomlinson

Docusign Envelope ID: 7D40C781-A39C-8818-83FC-F69FDC900339

Exhibit A- Artwork

Healing Arts/ June 16, 2026- December 16, 2026



1 16’’x 20’’ Acrylic $40	2 16’’x 20’’ Acrylic $40	3 16’’x 20’’ Acrylic $40	4 16’’x 20’’ Acrylic $40	5 16’’x 20’’ Acrylic $40

Docusign Envelope ID: 7D40C781-A39C-8818-83FC-F69FDC900339

Exhibit A- Artwork

Healing Arts/ June 16, 2026- December 16, 2026

6 16’’x 20’’ Acrylic $40	7 16’’x 20’’ Acrylic $40	8 16’’x 20’’ Acrylic $40	9 16’’x 20’’ Acrylic $40	10 16’’x 20’’ Acrylic $40

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Exhibit A- Artwork

Healing Arts/ June 16, 2026- December 16, 2026

11 16’’x 20’’ Acrylic $40	12 16’’x 20’’ Acrylic $40	13 16’’x 20’’ Acrylic $40	14 16’’x 20’’ Acrylic $40	15 16’’x 20’’ Acrylic $40

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Exhibit A- Artwork

Healing Arts/ June 16, 2026- December 16, 2026

16 16’’x 20’’ Acrylic $40	17 16’’x 20’’ Acrylic $40	18 16’’x 20’’ Acrylic $40	19 16’’x 20’’ Acrylic $40	20 16’’x 20’’ Acrylic $40

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Exhibit A- Artwork

Healing Arts/ June 16, 2026- December 16, 2026

21 16’’x 20’’ Acrylic $40	22 16’’x 20’’ Acrylic $40	23 16’’x 20’’ Acrylic $40	24 16’’x 20’’ Acrylic $40	25 16’’x 20’’ Acrylic $40

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Exhibit A- Artwork

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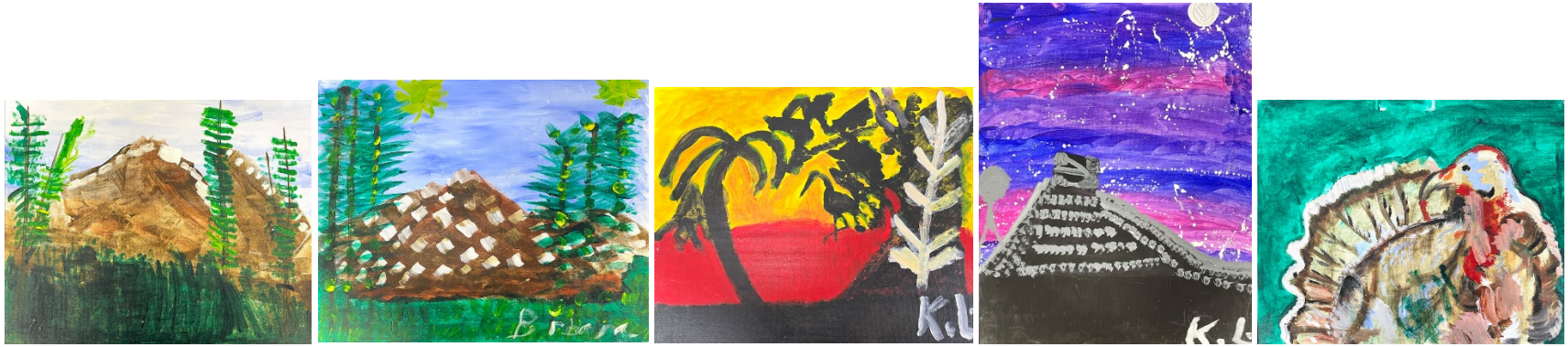

26 16’’x 20’’ Acrylic $40	27 16’’x 20’’ Acrylic $40	28 16’’x 20’’ Acrylic $40	29 16’’x 20’’ Acrylic $40	30 16’’x 20’’ Acrylic $40

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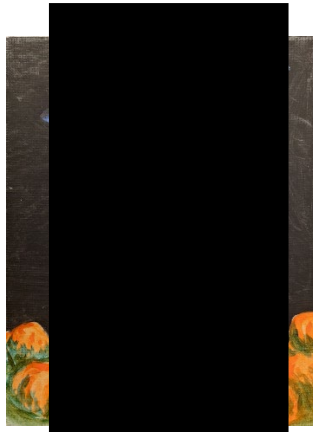
Exhibit A- Artwork

Healing Arts/ June 16, 2026- December 16, 2026



31 16’’x 20’’ Acrylic $40	32 16’’x 20’’ Acrylic $40	33 16’’x 20’’ Acrylic $40	34 16’’x 20’’ Acrylic $40	35 8’’ Ac $4

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Exhibit A- Artwork

Healing Arts/ June 16, 2026- December 16, 2026

36 8’’x10’’ Acrylic $40	37 9’’x11’’ Acrylic $40	38 11’’x14’’ Acrylic $40	39 11’’x14’’ Acrylic $40	40 11’’x14’’ Acrylic $40

Docusign Envelope ID: 7D40C781-A39C-8818-83FC-F69FDC900339

Exhibit A- Artwork

Healing Arts/ June 16, 2026- December 16, 2026

41 11’’x14’’ Acrylic $40	42 11’’x14’’ Acrylic $40	43 11’’x14’’ Acrylic $40	44 11’’x14’’ Acrylic $40	45 16’’x20’ Acrylic $40

Docusign Envelope ID: 7D40C781-A39C-8818-83FC-F69FDC900339

Exhibit A- Artwork

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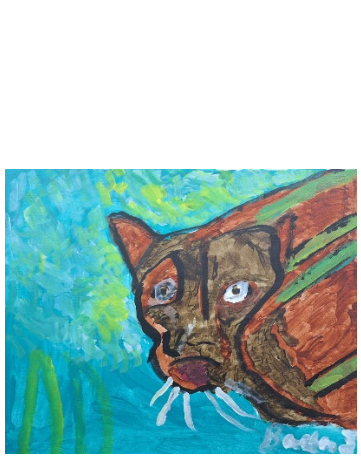
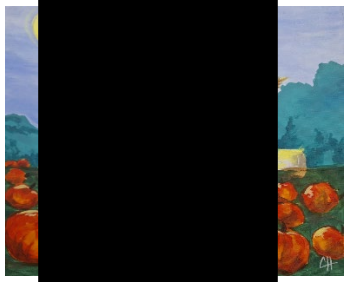




46 16’’x20’’ Acrylic $40	47 16’’x20’’ Acrylic $40	48 16’’x20’’ Acrylic $40	49 16 Ac $4	50 16’’x20’ Acrylic $40

[redacted]

Docusign Envelope ID: 7D40C781-A39C-8818-83FC-F69FDC900339

Exhibit A- Artwork

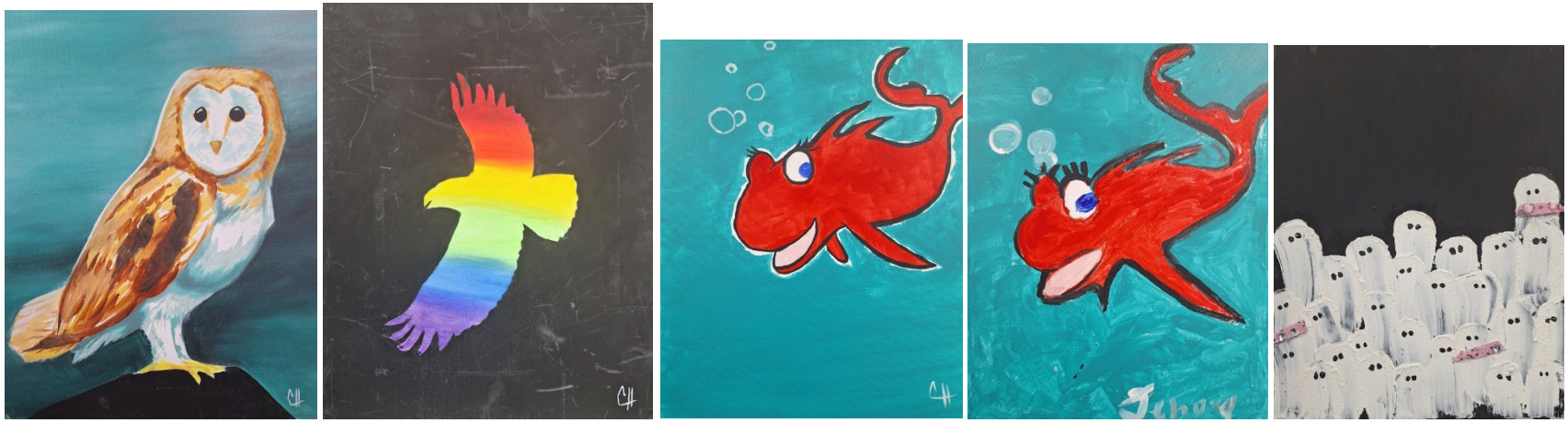
Healing Arts/ June 16, 2026- December 16, 2026

51 16’’x20’’ Acrylic $40	52 16’’x20’’ Acrylic $40	53 16’’x20’’ Acrylic $40	54 16’’x20’’ Acrylic $40	55 16’’x20’ Acrylic $40

Docusign Envelope ID: 7D40C781-A39C-8818-83FC-F69FDC900339

Exhibit A- Artwork

Healing Arts/ June 16, 2026- December 16, 2026



56 16’’x20’’ Acrylic $40	57 16’’x20’’ Acrylic $40	58 16’’x20’’ Acrylic $40	59 16’’x20’’ Acrylic $40	60 16’’x20’ Acrylic $40

Docusign Envelope ID: 7D40C781-A39C-8818-83FC-F69FDC900339

VENDOR'S ACKNOWLEDGEMENT AND AGREEMENT IN EXCHANGE FOR WAIVER OF INSURANCE REQUIREMENTS

THIS ACKNOWLEDGEMENT AND AGREEMENT is made by:

Arts in Health Ocala Metro

VENDOR NAME

2330 NE 8th Rd., Ocala, FL 34470

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 6/16/2026 through 12/17/2026 (IDENTIFY DATE HERE): EVENT DESCRIPTION:

City of Ocala, Art in City Spaces Exhibit at Mary Sue Rich Community Center at Reed Place

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, 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.

Docusign Envelope ID: 7D40C781-A39C-8818-83FC-F69FDC900339

IN WITNESS WHEREOF, the VENDOR sets its hand this 1 day of April, 2026.

VENDOR SIGNATURE

Patricia Tomlinson, Executive Director

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)

Docusign Envelope ID: 7D40C781-A39C-8818-83FC-F69FDC900339

IN WITNESS WHEREOF, the VENDOR sets its hand this 1 day of April, 2026.

VENDOR SIGNATURE

Patricia Tomlinson, Executive Director

VENDOR PRINTED NAME

TED BY CITY AFTER EXECUTION BY VENDOR:

☒ WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:
./7/2026 (Date)

☐ WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE
_____ (Date)

Certificate Of Completion

Envelope Id: 7D40C781-A39C-8818-83FC-F69FDC900339
Status: Completed
Subject: SIGNATURE - (GRM/260702) Artwork Loan and Display - Patricia Tomlinson
Source Envelope:
Document Pages: 22
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
5/8/2026 8:33:32 AM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Patricia Tomlinson ptomlinson@aihocala.org Security Level: Email, Account Authentication (None)	Signed by: Patricia Tomlinson 324B2ECCCC54443... Signature Adoption: Pre-selected Style Using IP Address: 38.34.245.155	Sent: 5/8/2026 8:35:00 AM Viewed: 5/13/2026 9:50:53 AM Signed: 5/13/2026 9:51:38 AM
Electronic Record and Signature Disclosure: Accepted: 5/13/2026 9:50:53 AM ID: 1ffab45e-87f2-4103-bfa0-e620e6c8a164		
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: 5/13/2026 9:51:39 AM Viewed: 5/13/2026 11:30:54 AM Signed: 5/13/2026 11:34:28 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
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: 2600:387:f:6ea8::2 Signed using mobile	Sent: 5/13/2026 11:34:30 AM Viewed: 5/18/2026 8:57:34 AM Signed: 5/18/2026 8:57:47 AM
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: 5/18/2026 8:57:49 AM Viewed: 5/18/2026 9:01:59 AM Signed: 5/18/2026 9:02:13 AM
Electronic Record and Signature Disclosure: Accepted: 5/18/2026 9:01:59 AM ID: c9675538-b9f0-4f99-b2d3-11caf3033ae3		

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	5/8/2026 8:35:00 AM
Certified Delivered	Security Checked	5/18/2026 9:01:59 AM
Signing Complete	Security Checked	5/18/2026 9:02:13 AM
Completed	Security Checked	5/18/2026 9:02:13 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 **ERNESTO PIERSON** ("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 that is approximately **FORTY (40) MINUTES** in length on **MAY 30, 2026,** beginning at **1:00 P.M.,** and ending at **1:40 P.M.** (the "Performance").

   A. Artist will provide their own instruments for performance. The load in and set up on the date of the Performance shall be at **12:45P.M.** Artist will perform throughout the event zone during the event.

   B. Exact time of scheduled Performance may change at City's discretion.

2. **VENUE.** The Performance shall take place at an outdoor venue at **WEBB FIELD, 1501 W. SILVER SPRINGS BLVD., OCALA FL, 34475** during the West Ocala Rhythm Fest (the "Event").

3. **COMPENSATION**. Artist shall be paid the total sum of **SIX HUNDRED AND NO/100 DOLLARS ($600)** for the entire Performance (the "Performance Fee") payable via hand-delivery to Artist immediately following the Performance unless the parties otherwise agree.

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.

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.** City will provide Artist with an air-conditioned break room that is not a restroom and is not accessible to the public. The room will have a table and 2 chairs or a sturdy countertop. City will provide a parking space as close to the green room as possible. Artist will secure their own travel and transportation to and from the 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 contract term and following completion of the contract if the Artist does not transfer the records to the public agency.

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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 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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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 5/13/2026.

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

ARTIST:

By: DocuSigned by:
Ernesto Pierson
BE7A1BBB919C42C...

Ernesto Pierson
Printed Name of Signatory

Owner
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:

ERNESTO PIERSON / N.S.G.
VENDOR NAME

12718 S.E. 47TH AVE. BELLEVIEW, FL. 34420
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 _____ (IDENTIFY DATE HERE): EVENT DESCRIPTION: _____

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, 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.

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IN WITNESS WHEREOF, the VENDOR sets its hand this _____ day of _____, 20_____.

VENDOR SIGNATURE

ERNESTO PIERSON

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)

Docusign Envelope ID: F0487C1D-E210-8956-81CD-B87A540C85EF

Danielle Cooper-Jackson

From: Richard Dennis
Sent: Thursday, May 7, 2026 4:54 PM
To: RPBusiness
Subject: FW: New Contract Requests - TeSha Jackson + Ernesto Pierson
Attachments: Ernesto Pierson Vendor Forms.pdf; Tesha Jackson Waiver Form.pdf; Tesha Jackson Vendor Forms.pdf

IN WITNESS WHEREOF, the VENDOR sets its hand this _____ day of _____, 20_____.

VENDOR SIGNATURE

ERNESTO PIERSON
VENDOR PRINTED NAME

Richard Dennis

TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:

☒ **WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:**
5/7/2026 **(Date)**

☐ **WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE**
_____ **(Date)**

Certificate Of Completion

Envelope Id: F0487C1D-E210-8956-81CD-B87A540C85EF
Status: Completed
Subject: FOR SIGNATURE - (REC/260738) E.S.G. and Friends - West Ocala Rhythm Fest
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
5/12/2026 4:05:20 PM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Ernesto Pierson nesto2002@gmail.com Owner Security Level: Email, Account Authentication (None)	DocuSigned by: Ernesto Pierson BE7A1BBB919C42C... Signature Adoption: Pre-selected Style Using IP Address: 2603:9001:7200:2391:1dc0:b87e:fc57:2858 Signed using mobile	Sent: 5/12/2026 4:07:11 PM Viewed: 5/12/2026 6:13:23 PM Signed: 5/12/2026 6:18:48 PM
Electronic Record and Signature Disclosure: Accepted: 5/12/2026 6:13:23 PM ID: 8941f093-75a1-48a5-b9f0-07642e97d595		
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: 5/12/2026 6:18:49 PM Viewed: 5/13/2026 11:34:46 AM Signed: 5/13/2026 11:35:47 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: 5/13/2026 11:35:48 AM Viewed: 5/13/2026 2:56:50 PM Signed: 5/13/2026 3:00:27 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: 5/13/2026 3:00:28 PM Viewed: 5/13/2026 3:40:14 PM Signed: 5/13/2026 3:40:25 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 5/13/2026 3:40:14 PM ID: df9e53df-7fef-4be1-ac3d-10554415c9d4		

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	5/12/2026 4:07:11 PM
Certified Delivered	Security Checked	5/13/2026 3:40:14 PM
Signing Complete	Security Checked	5/13/2026 3:40:25 PM
Completed	Security Checked	5/13/2026 3:40:25 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: 10B38781-4D27-8219-8174-D0B388A9FA62

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 **TESHA JACKSON** ("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, and Artist agrees to serve, as Master of Ceremonies for an event that is approximately **SIX (6) HOURS** in length on **MAY 30, 2026,** beginning at **11:00 A.M,** and ending at **5:00P.M.** (the "Performance").
   A. The load in, set up and sound check time on the date of the Performance shall be at **10:00 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 **MLK WEBB FIELD, 1501 W SILVER SPRINGS BLVD, OCALA FL 34475** during the West Ocala Rhythm Fest (the "Event").
3. **COMPENSATION**. Artist shall be paid the total sum of **FIVE HUNDRED AND NO/100 DOLLARS ($500)** for the entire Performance (the "Performance Fee"). The Performance Fee shall be paid by check made payable to Artist known as **TESHA JACKSON** and shall be hand delivered to Artist immediately following the Performance unless the parties otherwise agree.
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.

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 shall 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 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.

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***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

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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 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

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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.

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 5/13/2026.

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

ARTIST:

DocuSigned by:
TESHA JACKSON
D67FC3A22D41455...

TeSha Jackson

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VENDOR'S ACKNOWLEDGEMENT AND AGREEMENT IN EXCHANGE FOR WAIVER OF INSURANCE REQUIREMENTS

THIS ACKNOWLEDGEMENT AND AGREEMENT is made by:

Tesha Jackson

VENDOR NAME 32 SE 9th Ave. #2 Ocala Fla. 34471

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 May 30, 2026 (IDENTIFY DATE HERE): EVENT DESCRIPTION: Rhythm Fest

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, 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.

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IN WITNESS WHEREOF, the VENDOR sets its hand this 6 day of May, 20 26.

VENDOR SIGNATURE

Tesha Jackson

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)

Docusign Envelope ID: 10B38781-4D27-8219-8174-D0B388A9FA62

IN WITNESS WHEREOF, the VENDOR sets its hand this 6 day of May, 2026.

TeSha Jackson
VENDOR SIGNATURE

TeSha Jackson
VENDOR PRINTED NAME

Richard Dennis

TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:

☒ **WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:**
5/7/2026 **(Date)**

☐ **WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE**
_____ **(Date)**

From: RPBusiness <RPBusiness@ocalafl.gov>
Sent: Thursday, May 7, 2026 10:02 AM
To: Richard Dennis <rdennis@ocalafl.gov>
Subject: FW: New Contract Requests - TeSha Jackson + Ernesto Pierson

Good morning Richard,

I have two more for you (hopefully the only ones for today).

Please see the waivers for two new performers for the upcoming West Rhythm Fest on May 29th for your approval. Tesha Jackson will be a new MC and Ernesto Pierson will be a new band to perform.

Danielle Cooper-Jackson
Business Services Administrator
City of Ocala Recreation & Parks
828 N.E. 8 Avenue, Ocala, FL 34470
Tel. 352-368-5528

Certificate Of Completion

Envelope Id: 10B38781-4D27-8219-8174-D0B388A9FA62
Status: Completed
Subject: FOR SIGNATURE - (REC/260743) TeSha Jackson - West Ocala Rhythm Fest
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
5/12/2026 4:00:56 PM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
TESHA JACKSON entconsultantbyteshaj@gmail.com Security Level: Email, Account Authentication (None)	DocuSigned by: TESHA JACKSON D67FC3A22D41455... Signature Adoption: Pre-selected Style Using IP Address: 2600:387:15:6010::3 Signed using mobile	Sent: 5/12/2026 4:03:20 PM Viewed: 5/13/2026 10:25:26 AM Signed: 5/13/2026 10:25:53 AM
Electronic Record and Signature Disclosure: Accepted: 5/13/2026 10:25:26 AM ID: ae267c85-0a49-430f-bdf7-f136d77a5e61		
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: 5/13/2026 10:25:54 AM Viewed: 5/13/2026 11:20:53 AM Signed: 5/13/2026 11:30:27 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: 5/13/2026 11:30:28 AM Viewed: 5/13/2026 3:00:50 PM Signed: 5/13/2026 3:03:26 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: 5/13/2026 3:03:28 PM Viewed: 5/13/2026 3:40:46 PM Signed: 5/13/2026 3:40:58 PM
Electronic Record and Signature Disclosure: Accepted: 5/13/2026 3:40:46 PM ID: bf646937-afe9-4949-9748-0af8b38f5e31		

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	5/12/2026 4:03:20 PM
Certified Delivered	Security Checked	5/13/2026 3:40:46 PM
Signing Complete	Security Checked	5/13/2026 3:40:58 PM
Completed	Security Checked	5/13/2026 3:40:58 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 # ELE/260744

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: Cooley G. Pantazis

Mailing Address: 2240 SE 5th Street

City: Ocala State: FL Zip Code: 34471

Phone Number: 352-812-8298 Alternate Phone Number: _____

Email Address: ellenpantazis@gmail.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 544295-144762

2. RGS Facility Information

Facility Location: 2240 SE 5th Street Ocala, Fl. 34471

Ocala Electric Utility Customer Account Number: 544295-144762

RGS Manufacturer: Hyundai Energy Solutions

Manufacturer's Address: 3 Corporate Park Suite 235
Irvine, CA. 92635

Reference or Model Number: HiN-T435NF BK (11 Modules 435W)

Serial Number: Inverter-Enphase IQ8AC-72-M-US

(Continued on Sheet No.19.1)

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Has existing 15.9375kWac-Adding 4.07kWac=Total 20.01kWac

3. Facility Rating Information

Gross Power Rating: 20.01kWac ("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: 12/30/25

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: Cooley G. Pantazis Date: 11-10-2025
(Print Name)

Ellen Pantazis
(Signature)

Docusign Envelope ID: CB0E5213-F4D7-805D-80D0-8931C9297400

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 10th day of November, 20 25, 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 Cooley G. Pantazis, 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)

Docusign Envelope ID: CB0E5213-F4D7-805D-80D0-8931C9297400

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: Janice Mitchell
55198B43858A4E1...

By: _____

Title: CFO

Date: 5/13/2026

Florida Municipal Power Agency

DocuSigned by:
087F58EBB34B474...

By: _____

Title: Chief Sys Ops & Tech Officer

Date: 5/13/2026

Customer

By: Cooley G. Pantazis (Print Name)

Ellen Pantazis (Signature)

Date: 11-10-2025

Customer's City of Ocala Electric Utility Account Number: 544295-144762

Approved as to form and legality:

Signed by: William E. Sexton, Esq.
4A55AB8A8ED04F3...

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 2
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 10th day of November, 20 25, by and between Cooley G. Pantazis, (hereinafter called "**Customer**"), located at 2240 SE 5th Street in Ocala, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereafter called "**OEU**"), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: 2240 SE 5th Street Ocala, Fl. 34471.

WITNESSETH

Whereas, a Tier 2 Renewable Generation System (RGS) is an electric generating system that uses one or of 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 more than 10 kilowatts (10 kW) but not greater than 100 kilowatts (100 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 parts of the City of Ocala and Marion County; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU's electrical supply grid at the location indentified 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 OEU has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate OEU's electric system, which limits OEU's 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, 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;

(Continued on Sheet No. 22.1)

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(Continued from Sheet No. 22.0)

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and 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 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 2 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. In no case should modifications to the RGS be made such that the GPR increases above the 100 kilowatts (100 kW) limit.

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 be required to pay a non-refundable application fee of $375 for the review and processing of the application.

6. The Customer shall fully comply with OEU's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by OEU 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.*

(Continued on Sheet No. 22.2)

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(Continued from Sheet No. 22.1)

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.

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 OEU 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. 22.3)

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(Continued from Sheet No. 22.2)

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 a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU 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 which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then 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's 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's electric 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's electric 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 electric system such that back feed from the customer-owned renewable generation system to OEU's electric 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. 22.4)

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(Continued from Sheet No. 22.3)

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 Sections 18 and 19, 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 million dollars ($1,000,000.00).

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 also 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.

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 OUS 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.

(Continued on Sheet No. 22.5)

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(Continued from Sheet No. 22.4)

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's 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 utility system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility 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 utility system due to the operation of the Customer's generation or protective equipment as determined by OEU.
d. Adverse electrical effects (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.

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.

(Continued on Sheet No. 22.6)

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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, contractors (and any subcontractor or material supplier thereof), agents 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.

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

(Continued on Sheet No. 22.7)

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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 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.

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 2.5 percent (%) of the aggregate customer peak demand on OEU's electric 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. 22.8)

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IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

OUS:

Signed by:
By: Janice Mitchell
55198B43858A4E1...

Title: CFO

Date: 5/13/2026

Customer:

By: Cooley G. Pantazis
(Print Name)

Ellen Pantazis
(Signature)

Date: 11-10-2025

City of Ocala Electric Utility Account Number:
544295-144762

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

Docusign Envelope ID: CB0E5213-F4D7-805D-80D0-8931C9297400

PO Box 2356
Bloomington IL 61702-2356

AT2 A-19- 6548-FB0E L F
000609 0001
PANTAZIS, COOLEY & ELLEN
2240 SE 5TH ST
OCALA FL 34471-2617

POLICY NUMBER	80-BA-K384-8
Personal Liability Umbrella Policy	
NOV 26 2025 to NOV 26 2026	
BILLED THROUGH SFPP	

COVERAGES AND LIMITS

L Personal Liability	$1,000,000
Self-Insured Retention	None

UNDERLYING EXPOSURES

Our records show the following underlying information. This information was used in determining the rate of the policy.

AUTOMOBILE EXPOSURES

Automobile(s)	2
Automobile Operator(s)	2

OTHER LIABILITY EXPOSURES

Personal Residential

SFPP No:1698100070

Forms and Endorsements

Personal Liability Umbrella		FP-7952.1
Amendatory Endorsement		FE-7698.3
Fuel Oil Exclusion		FE-5837
Florida Signature Endorsement	*	FE-1418

*Effective: NOV 26 2025

Annual Premium	**$606.00**
FIGA ASSESSMENT 5	6.06

***Notify your agent immediately if the above listed Coverages and/or Underlying Exposures are incorrect.**
Your Coverages and/or bill can be affected if this information is not correct.
The Class 50 Discount has reduced the premium on your policy by $107.00
Required Underlying Insurance on reverse side

+ For the full name of each assessment entity and the dollar amount, see the Florida Assessment Page.

For questions, problems, or to obtain information about coverage call: (352) 694-9100

Thanks for letting us serve you...

4915 401B I
PU.K2.A1

Agent BART BLESSING CHFC
Telephone (352) 694-9100

REP

Moving? See your State Farm agent.
See reverse for important information.
Prepared SEP 29 2025

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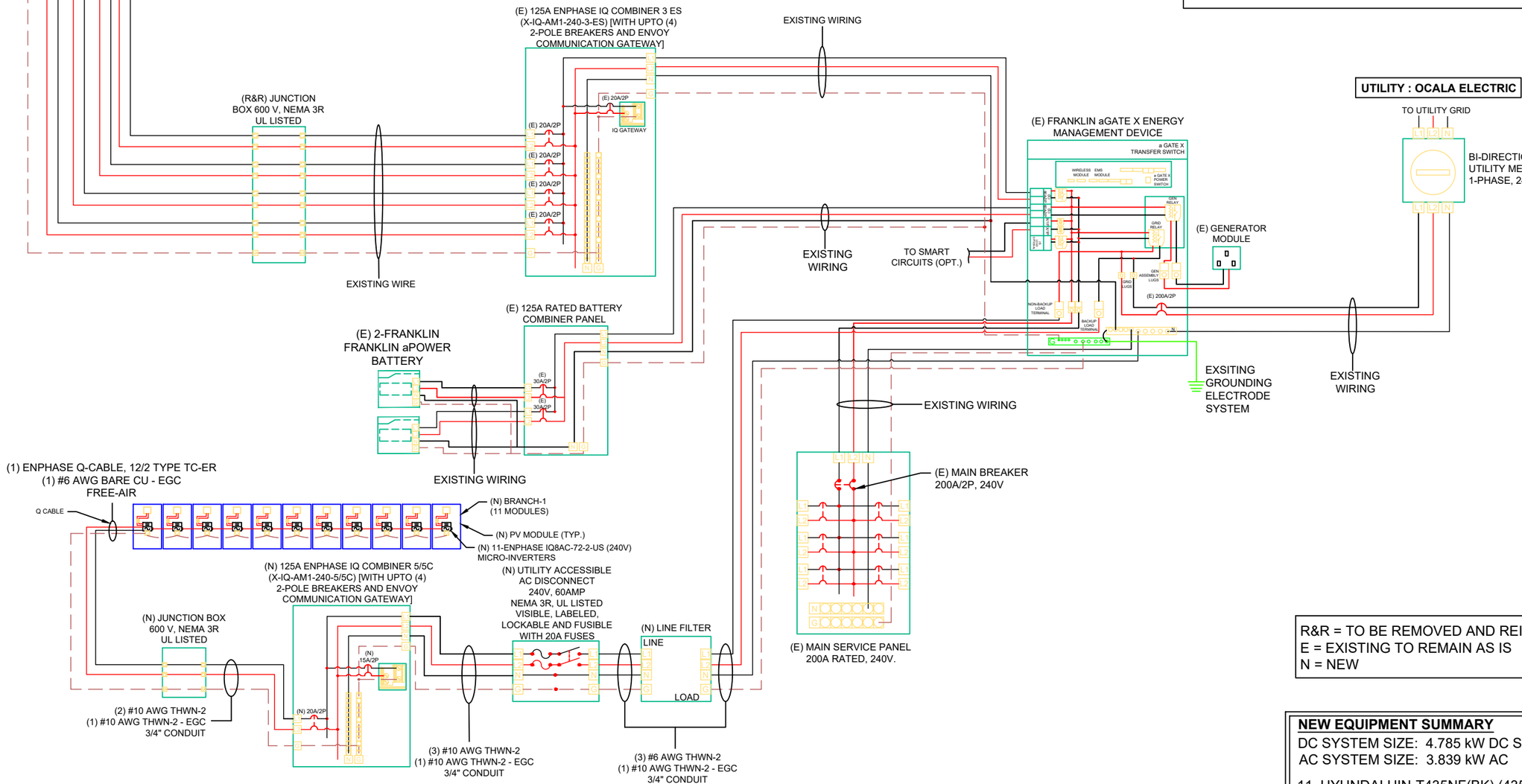
RECEIVED BY
CITY OF OCALA
GROWTH MANAGEMENT
10/28/2025



1 ELECTRICAL LINE DIAGRAM

E-02 SCALE: NTS

TOTAL SYSTEM SIZE
TOTAL DC SYSTEM SIZE: (N) 4.785 + (R&R) 18.750 = 23.535 kW DC
TOTAL AC SYSTEM SIZE: (N) 3.839 + (R&R) 14.500 = 18.339 KW AC

EQUIPMENT SUMMARY (R&R)
50 LG NeON2 LG375N1C-A6 (375W) MODULES
50 ENPHASE IQ7PLUS-72-2-US (240V) MICRO-INVERTERS
DC SYSTEM SIZE: 18.750 KW DC STC
AC SYSTEM SIZE: 14.500 kW AC

(02) BRANCHES OF 13 MODULES &
(02) BRANCHES OF 12 MODULES

EQUIPMENT SUMMARY (REMAIN AS IS)
01 FRANKLIN aGATE X ENERGY MANAGEMENT DEVICE
02 FRANKLIN aPOWER BATTERY

R&R = TO BE REMOVED AND REINSTALLED
E = EXISTING TO REMAIN AS IS
N = NEW

NEW EQUIPMENT SUMMARY
DC SYSTEM SIZE: 4.785 kW DC STC
AC SYSTEM SIZE: 3.839 kW AC

11 HYUNDAI HIN-T435NF(BK) (435W) MODULES

(01) BRANCH OF 11 MODULES

SOLAR TREK

SOLAR TREK INC.
3347 SW 7TH ST.,
OCALA, FL 34474

1724

REVISIONS

DESCRIPTION	DATE	REV

DATE: 09/29/2025

PROJECT NAME

ELLEN PANTAZIS
2240 SE 5TH ST.,
OCALA, FL 34471

SHEET NAME
ELECTRICAL LINE DIAGRAM

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
E-02

Signature with Seal

Docusign Envelope ID: CB0E5213-F4D7-805D-80D0-8931C9297400

RECEIVED BY
CITY OF OCALA
GROWTH MANAGEMENT
10/2/2025

ELECTRICAL CERTIFICATION STATEMENT:

SUBJECT PV SYSTEM HAS BEEN DESIGNED TO MEET THE REQUIREMENTS OF THE NEC 2020, AND/OR THOSE SET FORTH BY THE FLORIDA SOLAR ENERGY CENTER CERTIFICATION, INCLUDING MAXIMUM NUMBER OF MODULE STRINGS, MAXIMUM NUMBER OF MODULES PER STRING, MAXIMUM OUTPUT, MODULE MANUFACTURER AND MODEL NUMBER, INVERTER MANUFACTURER AND MODEL NUMBER, AS APPLICABLE. HB1021 AMENDED F.S. 377.05 IN 2017 REMOVED THE REQUIREMENT FOR DESIGNERS TO HAVE THEIR SYSTEM DESIGNS CERTIFIED BY FSEC. THE VERBIAGE "…UNLESS OTHERWISE CERTIFIED BE AN ENGINEER LICENSED PURSUANT TO CHAPTER 471 USING THE STANDARDS CONTAINED IN THE MOST RECENT VERSION OF THE FLORIDA BUILDING CODE." ALLOWS LICENSED ENGINEERS TO DESIGN PV SYSTEMS ON THEIR OWN AS THEY DO IN ALL OTHER TRADES.

NEW EQUIPMENT SUMMARY
DC SYSTEM SIZE: 4.785 kW DC STC
AC SYSTEM SIZE: 3.839 kW AC

11 HYUNDAI HIN-T435NF(BK) (435W) MODULES

(01) BRANCH OF 11 MODULES

R&R = TO BE REMOVED AND REINSTALLED
E = EXISTING TO REMAIN AS IS
N = NEW

EQUIPMENT SUMMARY (R&R)
50 LG NeON2 LG375N1C-A6 (375W) MODULES
50 ENPHASE IQ7PLUS-72-2-US (240V) MICRO-INVERTERS
DC SYSTEM SIZE: 18.750 KW DC STC
AC SYSTEM SIZE: 14.500 kW AC

(02) BRANCHES OF 13 MODULES &
(02) BRANCHES OF 12 MODULES

EQUIPMENT SUMMARY (REMAIN AS IS)
01 FRANKLIN aGATE X ENERGY MANAGEMENT DEVICE
02 FRANKLIN aPOWER BATTERY

TOTAL SYSTEM SIZE
TOTAL DC SYSTEM SIZE: (N) 4.785 + (R&R) 18.750 = 23.535 kW DC
TOTAL AC SYSTEM SIZE: (N) 3.839 + (R&R) 14.500 = 18.339 KW AC

BILL OF MATERIALS

EQUIPMENT	QTY	DESCRIPTION
SOLAR PV MODULE	11	HYUNDAI HIN-T435NF(BK) (435W) MODULES
MICRO INVERTER	11	ENPHASE IQ8AC-72-2-US (240V) MICRO-INVERTERS
JUNCTION BOX	1	JUNCTION BOX 600V, NEMA 3R UL LISTED
IQ COMBINER BOX	1	ENPHASE IQ COMBINER BOX (X-IQ-AM1-240-5/5C-HDK)
AC DISCONNECT	1	60A RATED, FUSED AC DISCONNECT WITH 20A FUSES
LINE FILTER	1	LINE FILTER
BREAKER	1	20A/2P BREAKER
BREAKER	1	15A/2P BREAKER
RAIL	27	IRONRIDGE XR100 RAIL, 168"
SPLICE	26	SPLICE KIT
GROUNDING LUG	18	GROUNDING LUG
ATTACHMENT	110	IRONRIDGE FLASHFOOT 2 PV ROOF ATTACHMENT
UFO CLAMP	104	UFO CLAMPS
END CLAMP	36	END CLAMPS

LEGEND

- LF - LINE FILTER
- ACD - AC DISCONNECT
- GM - GENERATOR MODULE
- CB - IQ COMBINER BOX
- BCP - BATTERY COMBINER PANEL
- BAT - BATTERY
- MSP - MAIN SERVICE PANEL
- GWY - aGATE
- UM - UTILITY METER
- JB - JUNCTION BOX
- ROOF OBSTRUCTION
- CONDUIT

1 ELECTRICAL SITE PLAN
E-01 SCALE:1"=15'-0"

1725

SOLAR TREK

SOLAR TREK INC.
3347 SW 7TH ST.,
OCALA, FL 34474

REVISIONS

DESCRIPTION	DATE	REV

DATE: 09/29/2025

PROJECT NAME

ELLEN PANTAZIS
2240 SE 5TH ST.,
OCALA, FL 34471

SHEET NAME
ELECTRICAL SITE PLAN & BOM

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
E-01

Signature with Seal

Docusign Envelope ID: CB0E5213-F4D7-805D-80D0-8931C9297400

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CITY OF OCALA
GROWTH MANAGEMENT
10/28/2025

ENPHASE.

DATA SHEET

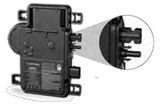
IQ8AC Microinverter

Our newest IQ8 Series Microinverters are the industry's first microgrid-forming*, software-defined microinverters with split-phase power conversion capability to convert DC power to AC power efficiently. The brain of the semiconductor-based microinverter is our proprietary application-specific integrated circuit (ASIC), which enables the microinverter to operate in grid-tied or off-grid modes. This chip is built in advanced 55 nm technology with high-speed digital logic and has superfast response times to changing loads and grid events, alleviating constraints on battery sizing for home energy systems.

Part of the Enphase Energy System, IQ8 Series Microinverters integrate with the IQ Battery, IQ Gateway, and the Enphase App monitoring and analysis software.

Enphase 25 year limited warranty

IQ8 Series Microinverters redefine reliability standards with more than one million cumulative hours of power-on testing, enabling an industry-leading limited warranty of up to 25 years.



Connect PV modules quickly and easily to the IQ8 Series Microinverters that have integrated MC4 connectors.

UL CERTIFIED SAFETY

IQ8 Series Microinverters are UL Listed as PV rapid shutdown equipment and conform with various regulations when installed according to the manufacturer's instructions.

*Meets UL 1741 only when installed with IQ System Controller 2 or 3.

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Easy to install

- Lightweight and compact with plug-and-play connectors
- Power line communication (PLC) between components
- Faster installation with simple two-wire cabling

High productivity and reliability

- Produces power even when the grid is down*
- More than one million cumulative hours of testing
- Class II double-insulated enclosure
- Optimized for the latest high-powered PV modules

Microgrid-forming

- Complies with the latest advanced grid support
- Remote automatic updates for the latest grid requirements
- Configurable to support a wide range of grid profiles
- Meets CA Rule 21 (UL 1741-SA) and IEEE 1547:2018 (UL 1741-SB)

NOTE:

- IQ8 Series Microinverters cannot be mixed together with previous generations of Enphase microinverters (IQ7 Series, IQ6 Series, and so on) in the same system.
- IQ Microinverters ship with default settings that meet North America's IEEE 1547 interconnection standard requirements. Region-specific adjustments may be requested by an Authority Having Jurisdiction (AHJ) or utility representative according to the IEEE 1547 interconnection standard. An IQ Gateway is required to make these changes during installation.

IQ8AC Microinverter

INPUT DATA (DC)	UNITS	IQ8AC-72-M-US
Commonly used module pairings [1]	W	295–500
Module compatibility	–	To meet compatibility, PV modules must be within the maximum input DC voltage and maximum module I_{sc} listed below. Module compatibility can be checked at https://enphase.com/installers/microinverters/calculator.
MPPT voltage range	V	28–45
Operating range	V	18–58
Minimum/Maximum start voltage	V	22/58
Max. input DC voltage	V	60
Max. continuous input DC current	A	14
Max. input DC short-circuit current	A	25
Max. module (I_{sc})	A	20
Overvoltage class DC port	–	II
DC port backfeed current	mA	0
PV array configuration	–	Ungrounded array; no additional DC side protection required; AC side protection requires max 20 A per branch circuit

OUTPUT DATA (AC)	UNITS	IQ8AC-72-M-US @240 VAC	IQ8AC-72-M-US @208 VAC
Peak output power	VA	366	350
Max. continuous output power	VA	349	345
Nominal grid voltage (L-L)	V	240, split-phase (L-L), 180°	208, single-phase (L-L), 120°
Minimum and maximum grid voltage [2]	V	211-264	183-229
Max. continuous output current	A	1.45	1.66
Nominal frequency	Hz	60	
Extended frequency range	Hz	47-68	
AC short circuit fault current over three cycles	Arms	2.70	
Max. units per 20 A (L-L) branch circuit [3]	–	11	9
Total harmonic distortion	%	< 5	
Overvoltage class AC port	–	III	
AC port backfeed current	mA	18	
Power factor setting	–	1.0	
Grid-tied power factor (adjustable)	–	0.85 leading ... 0.85 lagging	
Peak efficiency	%	97.3	97.2
CEC weighted efficiency	%	97.0	96.5
Nighttime power consumption	mW	30	22

MECHANICAL DATA	UNITS
Ambient temperature range	-40°C to 65°C (-40°F to 149°F)
Relative humidity range	4% to 100% (condensing)
DC connector type	Stäubli MC4
Dimensions (H × W × D); Weight	212 mm (8.3") × 175 mm (6.9") × 30.2 mm (1.2"); 1.1 kg (2.43 lbs)
Cooling	Natural convection – no fans
Approved for wet locations; Pollution degree	Yes; PD3
Enclosure	Class II double-insulated, corrosion-resistant polymeric enclosure
Environ. category; UV exposure rating	NEMA Type 6; outdoor

COMPLIANCE	
Certifications	CA Rule 21 (UL 1741-SA), UL 62109-1, IEEE 1547:2018 (UL 1741-SB), FCC Part 15 Class B, ICES-0003 Class B, CAN/CSA-C22.2 NO. 107.1-01 This product is UL Listed as PV rapid shutdown equipment and conforms with NEC 2014, NEC 2017, NEC 2020 and NEC 2023 section 690.12 and C22.1-2018 Rule 64-218 rapid shutdown of PV systems for AC and DC conductors when installed according to manufacturer's instructions.

(1) No enforced DC/AC ratio.
(2) Nominal voltage range can be extended beyond nominal if required by the utility.
(3) Limits may vary. Refer to local requirements to define the number of microinverters per branch in your area.

IQ8AC-MC4-DSH-00046-4.0-EN-US-2024-02-09

1726

SOLAR TREK

SOLAR TREK INC.
3347 SW 7TH ST.,
OCALA, FL 34474

REVISIONS		
DESCRIPTION	DATE	REV

DATE: 09/29/2025

PROJECT NAME

ELLEN PANTAZIS

2240 SE 5TH ST.,
OCALA, FL 34471

SHEET NAME
MICROINVERTER DATA SHEET

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
DS-03

Signature with Seal

Docusign Envelope ID: CB0E5213-F4D7-805D-80D0-8931C9297400

RECEIVED BY
CITY OF OCALA
GROWTH MANAGEMENT
10/28/2025

ENPHASE.

DATA SHEET

X-IQ-AM1-240-5-HDK
X-IQ-AM1-240-5C-HDK
X-IQ-AM1-240-5
X-IQ-AM1-240-5C

IQ Combiner 5/5C

The IQ Combiner 5/5C consolidates interconnection equipment into a single enclosure and streamlines IQ Series Microinverters and IQ Gateway installation by providing a consistent, pre-wired solution for residential applications. IQ Combiner 5/5C uses wired control communication and is compatible with IQ System Controller 3/3G and IQ Battery 5P.

The IQ Combiner 5/5C, IQ Series Microinverters, IQ System Controller 3/3G, and IQ Battery 5P provide a complete grid-agnostic Enphase Energy System.

IQ Series Microinverters
The high-powered smart grid-ready IQ Series Microinverters (IQ6, IQ7, and IQ8 Series) simplify the installation process.

IQ System Controller 3/3G
Provides microgrid interconnection device (MID) functionality by automatically detecting grid failures and seamlessly transitioning the home energy system from grid power to backup power.

IQ Battery 5P
Fully integrated AC battery system. Includes six field-replaceable IQ8D-BAT Microinverters.

IQ Load Controller
Helps prioritize essential appliances during a grid outage to optimize energy consumption and prolong battery life.

Enphase 5 year limited warranty

5-year limited warranty

NOM

UL CERTIFIED SAFETY US.CA SÉCURITÉ US.CA E341166

Smart
- Includes IQ Gateway for communication and control
- Includes Enphase Mobile Connect (CELLMODEM-M1-06-SP-05), only with IQ Combiner 5C
- Supports flexible networking: Wi-Fi, Ethernet, or cellular
- Provides production metering (revenue grade) and consumption monitoring

Easy to install
- Mounts to one stud with centered brackets
- Supports bottom, back, and side conduit entries
- Supports up to four 2-pole branch circuits for 240 VAC plug-in breakers (not included)
- 80 A total PV branch circuits
- Factory installed hold-down kit
- Bluetooth-based Wi-Fi provisioning for easy Wi-Fi setup

Reliable
- Durable NRTL-certified NEMA type 3R enclosure
- 5-year limited warranty
- 2-year labor reimbursement program coverage included for IQ Combiner SKUs*
- UL1741 Listed

*For country-specific warranty information, see the https://enphase.com/installers/resources/warranty page.

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IQ Combiner 5/5C

MODEL NUMBER	
IQ Combiner 5 (X-IQ-AM1-240-5/ X-IQ-AM1-240-5-HDK)	IQ Combiner 5 with IQ Gateway printed circuit board for integrated revenue-grade PV production metering (ANSI C12.20 ±0.5%), consumption monitoring (±2.5%), and IQ Battery monitoring (±2.5%). Includes a silver solar shield to deflect heat. IQ-AM1-240-5-HDK includes a factory installed hold-down kit compatible with all the circuit breakers mentioned in the **Accessories and Replacement Parts** section.
IQ Combiner 5C (X-IQ-AM1-240-5C / X-IQ-AM1-240-5C-HDK)	IQ Combiner 5C with IQ Gateway printed circuit board for integrated revenue-grade PV production metering (ANSI C12.20 ±0.5%), consumption monitoring (±2.5%), and IQ Battery monitoring (±2.5%). Includes Enphase Mobile Connect cellular modem (CELLMODEM-M1-06-SP-05)[1]. Includes a silver solar shield to deflect heat. IQ-AM1-240-5C-HDK includes a factory installed hold-down kit compatible with all the circuit breakers mentioned in the **Accessories and Replacement Parts** section.
WHAT'S IN THE BOX	
IQ Gateway printed circuit board	IQ Gateway is the platform for total energy management for comprehensive, remote maintenance, and management of the Enphase Energy System
Busbar	80 A busbar with support for one IQ Gateway breaker and four 20 A breakers for installing IQ Series Microinverters and IQ Battery 5P
IQ Gateway breaker	Circuit breaker, 2-pole, 10 A/15 A
Production CT	Pre-wired revenue-grade solid-core CT, accurate up to ±0.5%
Consumption CT	Two consumption metering clamp CTs, shipped with the box, accurate up to ±2.5%
IQ Battery CT	One battery metering clamp CT, shipped with the box, accurate up to ±2.5%
CTRL board	Control board for wired communication with IQ System Controller 3/3G and the IQ Battery 5P
Enphase Mobile Connect (only with IQ Combiner 5C)	4G-based LTE-M1 cellular modem (CELLMODEM-M1-06-SP-05) with a 5-year T-Mobile data plan
Accessories kit	Spare control headers for the COMMS-KIT-2 board
ACCESSORIES AND REPLACEMENT PARTS (NOT INCLUDED, ORDER SEPARATELY)	
CELLMODEM-M1-06-SP-05	4G-based LTE-M1 cellular modem with a 5-year T-Mobile data plan
CELLMODEM-M1-06-AT-05	4G-based LTE-M1 cellular modem with a 5-year AT&T data plan
Circuit breakers (off-the-shelf)	Supports Eaton BR2XX, Siemens Q2XX, and GE/ABB THQL21XX Series circuit breakers (XX represents 10, 15, 20, 30, 40, 50, or 60). Also supports Eaton BR220B, BR230B, and BR240B circuit breakers compatible with the hold-down kit.
Circuit breakers (provided by Enphase)	BRK-10A-2-240V, BRK-15A-2-240V, BRK-20A-2P-240V, BRK-15A-2P-240V-B, and BRK-20A-2P-240V-B (more details in the "Accessories" section)
XA-SOLARSHIELD-ES	Replacement solar shield for IQ Combiner 5/5C
XA-ENV2-PCBA-5	IQ Gateway replacement printed circuit board (PCB) for IQ Combiner 5/5C
X-IQ-NA-HD-125A	Hold-down kit compatible with Eaton BR-B Series circuit breakers (with screws). Not required for X-IQ-AM1-240-5-HDK/X-IQ-AM1-240-5C-HDK.
XA-COMMS2-PCBA-5	Replacement COMMS-KIT-2 printed circuit board (PCB) for IQ Combiner 5/5C
ELECTRICAL SPECIFICATIONS	
Rating	80 A
System voltage and frequency	120/240 VAC or 120/208 VAC, 60 Hz
Busbar rating	125 A
Fault current rating	10 kAIC
Maximum continuous current rating (input from PV/ storage)	64 A
Branch circuits (solar and/or storage)	Up to four 2-pole Eaton BR, Siemens Q, or GE/ABB THQL Series distributed generation (DG) breakers only (not included)
Maximum total branch circuit breaker rating (input)	80 A of distributed generation/95 A with IQ Gateway breaker included
IQ Gateway breaker	10 A or 15 A rating GE/Siemens/Eaton included
Production metering CT	200 A solid core pre-installed and wired to IQ Gateway

[1] A plug-and-play industrial-grade cell modem for systems of up to 60 microinverters. Available in the United States, Canada, Mexico, Puerto Rico, and the US Virgin Islands, where there is adequate cellular service in the installation area.

IQC-5-5C-DSH-00007-6.0-EN-US-2024-09-30

1727

SOLAR TREK

SOLAR TREK INC.
3347 SW 7TH ST.,
OCALA, FL 34474

REVISIONS

DESCRIPTION	DATE	REV

DATE: 09/29/2025

PROJECT NAME

ELLEN PANTAZIS
2240 SE 5TH ST.,
OCALA, FL 34471

SHEET NAME
IQ COMBINER DATA SHEET-1

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
DS-04

Signature with Seal

Docusign Envelope ID: CB0E5213-F4D7-805D-80D0-8931C9297400

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10/28/2025

HD HYUNDAI ENERGY SOLUTIONS

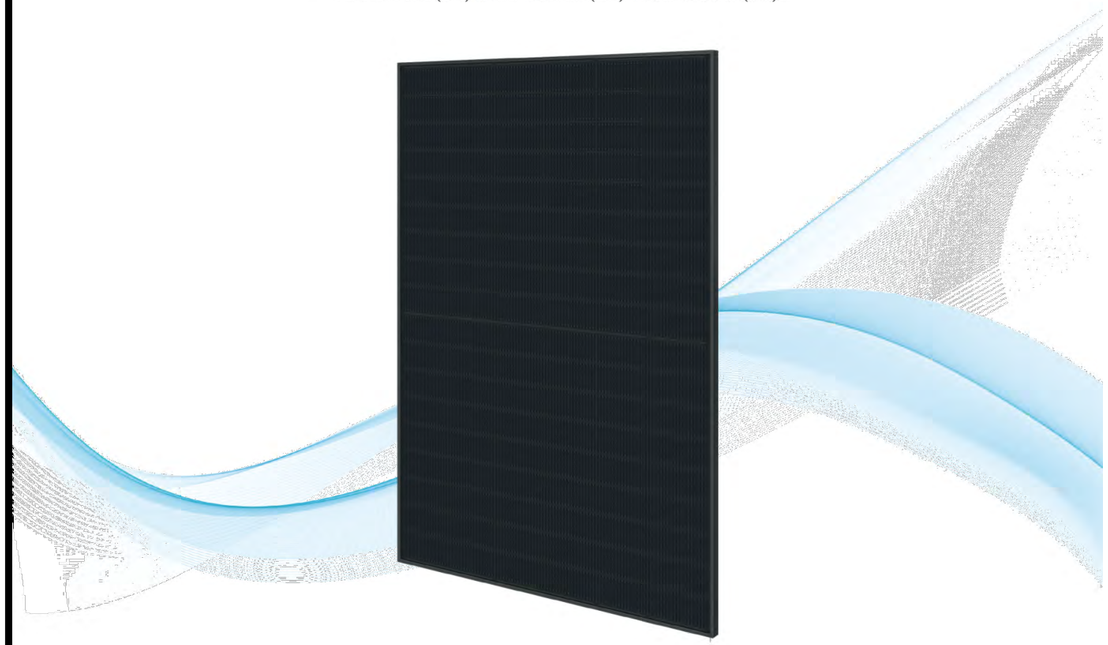
eng.hd-hyundaies.co.kr

HD HYUNDAI SOLAR MODULE

NF(BK) Series

Premium N-Type TOPCon Module

HiN-T430NF(BK) I HiN-T435NF(BK) I HiN-T440NF(BK)



22.53% High Efficiency

High-End TOPCon Technology

Higher Bifaciality

Long-Term Reliability

Compatible with Carport Applications

For Residential (Full Black Design)

Electrical Characteristics

HiN-TxxxNF(BK)		HiN-T430NF(BK)		HiN-T435NF(BK)		HiN-T440NF(BK)	
Item	Unit		BNPI		BNPI		BNPI
Nominal output (Pmax)	W	430	476	435	482	440	488
Open circuit voltage (Voc)	V	38.4	38.4	38.6	38.6	38.8	38.8
Short circuit current (Isc)	A	14.25	15.79	14.32	15.87	14.39	15.94
Voltage at Pmax (Vmpp)	V	31.9	31.9	32.1	32.1	32.3	32.3
Current at Pmax (Impp)	A	13.48	14.94	13.56	15.01	13.63	15.10
Module efficiency	%	22.02	24.40	22.28	24.68	22.53	25.00
Power Class Sorting	W	0 ~ +5					
Temperature coefficient of Pmax	%/K	-0.30					
Temperature coefficient of Voc	%/K	-0.25					
Temperature coefficient of Isc	%/K	0.046					
Bifaciality	%	80%±10%					

*STC : Irradiance 1,000 W/m², cell temperature 25℃, AM=1.5 / Test uncertainty for Pmax ±3%; Voc ±3%; Isc ±3%
**The electrical properties of BNPI are measured under the irradiance corresponding to 1000 W/m² on the module front and 135 W/m² on the module rear.

Additional Power Gain from rear side					
Pmpp gain	Pmpp[W]	Vmpp[V]	Impp[A]	Voc[V]	Isc[A]
5%	458	32.30	14.18	38.80	14.97
15%	493	32.30	15.27	38.80	16.12
25%	528	32.40	16.36	38.90	17.27

*Electrical characteristics with different rear power gain (reference to 440W)

Mechanical Characteristics

Dimensions	1,722mm (L) x 1,134mm (W) x 30mm (H) (67.8in x 44.6in x 1.2in)
Weight	24.5 kg (50.01lbs)
Solar Cells	N-Type TOPCon, 108 (6x18) monocrystalline 16BB half-cut bifacial cells
Output Cables	Cable : (+)1,200mm(47.2in), (-)1,200mm(47.2in) / Customized length available Connector : Stäubli MC4 genuine Connector / Compatible, IP68
Junction Box	3-part, 3 bypass diodes, IP68 rated
Construction	Front : 2.0mm(0.08in) semi-tempered solar glass with high transmittance and anti-reflective coating Rear : 2.0mm(0.08in) semi-tempered solar glass
Frame	Anodized aluminum alloy

Installation Safety Guide

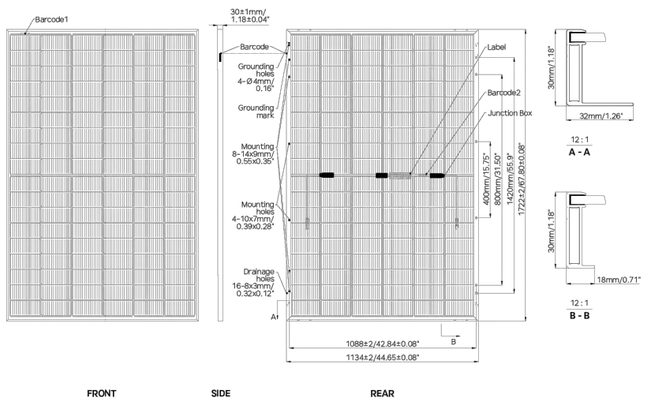
- Only qualified personnel should install or perform maintenance.
- Be aware of dangerous high DC voltage.
- Do not handle or install modules when they are wet.

Nominal Module Operation Temperature	44℃ ± 2℃
Operating Temperature	-40℃~+85℃
Maximum System Voltage	DC 1,500 V
Maximum Reverse Current	30A
Maximum Test Load *See Installation Manual	Front 5,400Pa *Rear 5,400Pa
Fire Performance	Type 29

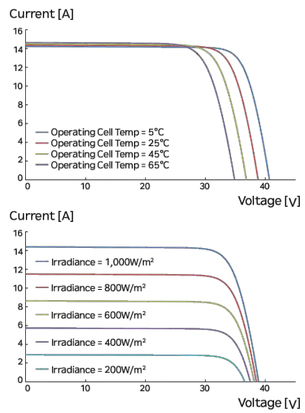
Shipping Configurations

Packing Direction	Vertical	Packing pallet weight (kg)	912
Container Size (HC)	40'	Modules Per Pallet (pcs)	36
Pallets Per Container	26	Modules Per Container (pcs)	936

Module Diagram (unit : mm)



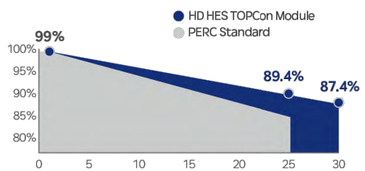
I-V Curves (HiN-T440NF(BK))



HD Hyundai's Warranty Provisions

25 YEARS
- 25-Year Product Warranty
  - Materials and workmanship

30 YEARS
- 30-Year Performance Warranty
  - First year degradation: 1%
  - Linear warranty after initial year: with 0.4%p annual degradation, 87.4% is guaranteed up to 30years



*Refer to HD HES standard warranty for details.

Certification

ISO kiwa PVEL

- ISO 9001 : Quality management systems
- ISO 14001 : Environmental management systems
- ISO 45001 : Occupational health and safety management systems
- UL 61730: Photovoltaic (PV) module safety qualification (CSA)
- IEC 61701: Salt mist corrosion testing
- IEC 62716: Ammonia corrosion testing
- IEC 62804: Potential Induced Degradation (PID) testing
- IEC 60068-2-68: Sand and dust testing for environmental durability

Sales & Marketing
hes.sales@hd.com

HD Hyundai Energy Solutions reserves the right to update or modify the specifications and features listed in this datasheet without prior notice. Always check the latest version of the datasheet for accurate information. Before using the product, please refer to the Installation and Operation Manual and Warranty. We retain the right of final interpretation.

HD HYUNDAI ENERGY SOLUTIONS

1728

SOLAR TREK

SOLAR TREK INC.
3347 SW 7TH ST.,
OCALA, FL 34474

REVISIONS		
DESCRIPTION	DATE	REV

DATE: 09/29/2025

PROJECT NAME

ELLEN PANTAZIS

2240 SE 5TH ST.,
OCALA, FL 34471

SHEET NAME
MODULE DATA SHEET-1

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
DS-01

Signature with Seal

Certificate Of Completion

Envelope Id: CB0E5213-F4D7-805D-80D0-8931C9297400
Status: Completed
Subject: FOR SIGNATURES - Net Metering Agreement - Cooley Pantazis - ELE/260744
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

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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: 5/11/2026 10:30:00 AM Viewed: 5/13/2026 11:43:16 AM Signed: 5/13/2026 11:44:21 AM
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: 5/13/2026 11:44:22 AM Viewed: 5/13/2026 12:54:08 PM Signed: 5/13/2026 12:54:36 PM
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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: 38.77.131.2	Sent: 5/13/2026 12:54:38 PM Viewed: 5/13/2026 1:21:17 PM Signed: 5/13/2026 1:21:31 PM
Electronic Record and Signature Disclosure: Accepted: 5/13/2026 1:21:17 PM ID: 4cbf8c86-13ae-4407-8a27-27059498d296		

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Envelope Sent	Hashed/Encrypted	5/11/2026 10:30:00 AM
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Completed	Security Checked	5/13/2026 1:21:31 PM

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Electronic Record and Signature Disclosure

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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.

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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:

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/260759

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: Francesco Crisafulli

Mailing Address: 3370 SE 31st Terrace

City: Ocala State: Fl. Zip Code: 34471

Phone Number: 914-907-2717 Alternate Phone Number: _____

Email Address: francesco.crisafulli@hotmail.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 52692-266810

2. RGS Facility Information

Facility Location: 3370 SE 31st Terrace Ocala, FL. 34471

Ocala Electric Utility Customer Account Number: 52692-266810

RGS Manufacturer: Talesun Solar USA Ltd.

Manufacturer's Address: 111 West Saint John Street Suite 900
San Jose, CA. 95113

Reference or Model Number: TALESUN TP7G54M 415 (17 Modules 415W)

Serial Number: Inverter-Enphase IQ7PLUS-72-2-US microinverters

(Continued on Sheet No.19.1)

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3. Facility Rating Information

Gross Power Rating: 6.0kWac ("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: 4/1/2026

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: Francesco Crisafulli Date: 2/16/26
(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 16th day of February, 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 Francesco Crisafulli, 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: 5/17/2026

Florida Municipal Power Agency

DocuSigned by:
By:
087F58EBB34B474...

Title: Chief Sys Ops & Tech Officer

Date: 5/17/2026

Customer

By: Francesco Crisafulli (Print Name)

Date: 2/16/26

(Signature)

Customer's City of Ocala Electric Utility Account Number: 52692-266810

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

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 16th day of February, 20 26, by and between Francesco Crisafulli, (hereinafter called "**Customer**"), located at 3370 SE 31st Terrace 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: 3370 SE 31st Terrace Ocala, FL. 34471.

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)

Docusign Envelope ID: FE254E86-8491-8299-8223-A39FDD5434AF

(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: FE254E86-8491-8299-8223-A39FDD5434AF

(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)

Docusign Envelope ID: FE254E86-8491-8299-8223-A39FDD5434AF

(Continued from Sheet No. 21.3)

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: FE254E86-8491-8299-8223-A39FDD5434AF

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: FE254E86-8491-8299-8223-A39FDD5434AF

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)

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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: FE254E86-8491-8299-8223-A39FDD5434AF

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: FE254E86-8491-8299-8223-A39FDD5434AF

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility:

By: Signed by: Janice Mitchell 55198B43858A4E1...

Title: CFO

Date: 5/17/2026

Customer:

By: Francesco Crisafulli
(Print Name)

(Signature)

Date: 2/16/26

City of Ocala Electric Utility Account Number:

52692-266810

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

Docusign Envelope ID: FE254E86-8491-8299-8223-A39FDD5434AF

Slide
Your insurance. Your terms.

Homeowners
New Business Declaration

P.O. Box 15072 Worcester, MA 01615

Customer Service: 1-800-748-2030
Claim Reporting Number: 1-866-230-3758

Policy Number:	H3FL000447202	**Policy Effective Date:**	01/20/2026
Process Date:	01/14/2026 03:21 PM	**Policy Expiration Date:**	01/20/2027 12:01 AM at property address

Named Insured and Mailing Address:
Francesco Crisafulli
3370 SE 31st Ter
Ocala, FL 34471-6937

Phone Number: 914-907-2717

Agency: 9986894
Budget Insurance Home LLC 9986894
Address:
1500 US Hwy 27 S
Avon Park, FL 33825

Phone Number: 863-453-3903
Email: shlychaney@yahoo.com

In return for the payment of premium, coverage is provided where premium and limit of liability are shown. Flood coverage is not provided by this policy.

Location(s) of Property Insured: 3370 SE 31st Ter
Ocala, FL 34471-6937

Property Characteristics:

Form:	HO3 - Homeowner	**Protection Class:**	2	**BCEG:**	99
Rating Tier:	Preferred	**Construction Type:**	Masonry	**Occupancy:**	Owner
Territory:	792	**Month/Year Built:**	1974	**Usage:**	Primary
County:	Marion	**Structure Type:**	Single Family Detached	**Number of Families:**	1
Burglar Alarm:	None	**Fire Alarm:**	None	**Automatic Sprinklers:**	None
Roof Year:	2011				

Mitigation Characteristics:

Building Code Indicator:	N	**Opening Protection:**	None
Roof Cover and Attachment:	FBC Equivalent	**Secondary Water Resistance:**	No SWR
Roof Deck Attachment:	8d @ 6"/6	**Roof Geometry:**	Hip
Roof Wall Connection:	Clips	**Gable End Bracing:**	Not Applicable

Hurricane Deductible: 2% of Coverage A = $6,400

All Other Peril Deductible: $5,000

Policy Premium:	$2,034.00	**Fees/Assessments:**	$47.00	**Total Annual Premium:**	$2,081.00

IN CASE OF LOSS WE COVER ONLY THAT PART OF THE LOSS OVER THE DEDUCTIBLE AMOUNT UNLESS OTHERWISE STATED IN THE POLICY. PLEASE SEE NOTICES ON PAGE 3.

Coverage	Limit	Premium
Coverage A - Dwelling	$320,000	$6,724.00
Coverage B - Other Structures	$6,400	Included
Coverage C - Personal Property	$80,000	-$80.00
Coverage D - Loss of Use	$32,000	Included
Coverage E - Personal Liability	$100,000	Included
Coverage F - Medical Payments to Others	$1,000	Included
	Total Basic Premium:	**$6,644.00**

Additional Coverages/Endorsements/Exclusions		Limit	Premium
Law and Ordinance: 25% of Coverage A			
SIC HO JL	02 22 - Homeowners Policy Jacket		Included
SIC PRV	02 22 - Privacy Notice		Included
SIC OTL	02 22 - Outline of Coverage - Homeowners Policy		Included
OIR-B1-1655	02 10 - Notice Premium Discount for Hurricane Loss Mitigation		Included
OIR-B1-1670	01 06 - Checklist of Coverages		Included

AUTHORIZED COUNTERSIGNATURE

01/14/2026

(section continued on Page 1 of

Docusign Envelope ID: FE254E86-8491-8299-8223-A39FDD5434AF

MODULE TYPE: (17) TALESUN TP7G54M 415
INVERTER TYPE: (17) ENPHASE IQ7PLUS-72-2-US {240V}

NOTE: ALL EQUIPMENT MUST BE UTILIZED IN ACCORDANCE WITH MANUFACTURER'S INTENDED USE AND DESIGN SPECIFICATIONS.

CONDUCTOR SCHEDULE

TAG	# WIRES IN CONDUIT	MINIMUM WIRE SIZE	TYPE, MATERIAL	MINIMUM GROUND WIRE SIZE	GROUND TYPE,MATERIAL	CONDUIT	AMPS (BEFORE 125% SAFETY FACTOR)	TOTAL AMPS	WIRE AMPERAGE RATING TABLE 310.15(B)(16)	MINIMUM OCPD
A	3	#12 AWG	Q CABLE	#6 AWG	BARE CU	FREE AIR	10.89	13.62	25	20
B	3	#10 AWG	THWN-2, CU	#10 AWG	THWN-2, CU	3/4 EMT	10.89	13.62	35	20
C	4	#6 AWG	THWN-2, CU	#8 AWG	THWN-2, CU	3/4 EMT	20.57	25.72	65	30

THIS PLAN HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY SCOTT WYSSLING, PE USING A DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

OEU METER NUMBER: 131994

(E) 225A RATED
ISOLATED DISCONNECT
(E)150A MAIN BREAKER
LOCATION: EXTERIOR NORTH WALL

(E) OEU METER
120/240V SINGLE PHASE
3-WIRE
SERVICE CONDUCTORS
ORIGINATE UNDERGROUND

(N) LINE SIDE TAP

(E)150A MAIN BREAKER

M

FACILITY GROUND
(E) GROUND ROD +
(E) WATER BOND
GEC: #4 AWG CU

(N)240V/125A ENPHASE X-IQ-AM1-240-5
NEMA 3R RATED
MINIMUM 10KIAC
LOCATION: EXTERIOR NORTH WALL

(N) 15A-2P
ENVOY-IQ
MONITOR

VISIBLE-OPEN LOCKABLE LABELED AC DISCONNECT
TO BE LOCATED IN A READILY ACCESSIBLE LOCATION
WITHIN 10' OF THE OCALA ELECTRIC UTILITY METER

(N) UTILITY PV AC DISCONNECT
240V/60A NEMA 3R 100KAIC
FUSIBLE 30A FUSES VISIBLE-OPEN
LOCKABLE, READILY ACCESSIBLE,
LABELED 2-POLE
RAPID SHUTDOWN DEVICE
LOCATION: EXTERIOR NORTH WALL
EATON DG222NRB

(E)LOADS
(E)LOADS
(E)LOADS

(E) 200A INTERNAL MAIN PANEL
LOCATION: IN GARAGE

8
9

A
B
C
C

2P-20A
2P-20A

N-G BOND

UP TO (1) MODULE PER MICRO INVERTER

DESIGN ENGINEER

WYSSLING CONSULTING
CORPORATE EXPERIENCE WITH SMALL BUSINESS VALUE

76 N. MEADOWBROOK DRIVE
ALPINE UT 84004
swyssling@wysslingconsulting.com
(201) 874-3483
LICENSE NO. RY34912

SOLAR COMPANY/CLIENT

WATTSUN SOLAR
2578 CLARK ST #5
APOPKA, FL, 32703

CRISAFULLI
RESIDENCE
3370 SOUTHEAST 31ST TERRACE
OCALA, FL 34471
COORDINATES: 29.154272, -82.093883
APN: 2982-009-010

THREE LINE DIAGRAM

SCOTT E WYSSLING LICENSE No. 81558 STATE OF FLORIDA PROFESSIONAL ENGINEER

Signed 2/04/2026

SCOTT E WYSSLING, PE
FL LICENSE NO 81558

DC SYSTEM SIZE: 7.055kW
AC SYSTEM SIZE: 4.930kW

AHJ: OCALA
UTILITY: OEU

DRAWN BY: YS
INITIAL DESIGN DATE: 01/13/2026 REV: B

EE-2

Docusign Envelope ID: FE254E86-8491-8299-8223-A39FDD5434AF

NEW PV SYSTEM DESIGN

17 MODULES - 7.055 kW DC, 4.930 kW AC SYSTEM SIZE

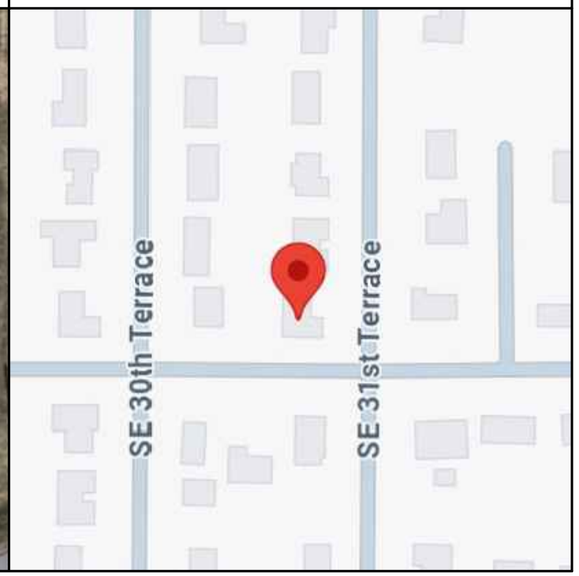
CRISAFULLI RESIDENCE - 3370 SOUTHEAST 31ST TERRACE, OCALA, FL 34471 APN: 2982-009-010

AERIAL MAP

NTS

VICINITY MAP

NTS



SHEET INDEX

PV-1	COVER PAGE
PV-2	SITE PLAN
PV-3	PROPERTY PLAN
PV-4	ATTACHMENT PLAN
PV-5	MOUNTING DETAILS
EE-1	STRING PLAN
EE-2	THREE LINE DIAGRAM
EE-3	ELECTRICAL NOTES
EE-4	LABELS
EE-5	PLACARD
PV-6	DESIGN NOTES
PV-7	SITE PHOTOS
SPEC	SPECIFICATION SHEETS

SCOPE OF WORK

SYSTEM SIZE: 7.055kW DC / 4.930kW AC SYSTEM SIZE
PV MODULE: (17) TALESUN TP7G54M 415
INVERTER: (17) ENPHASE IQ7PLUS-72-2-US
COMBINER: (1) 125A ENPHASE X-IQ-AM1-240-5
AC DISCONNECT: (1) 60A FUSED AC DISCONNECT WITH 30A FUSES

ROOF STORIES: 1
ROOF TYPE(S): COMP SHINGLE
MOUNTING(S) & RACKING(S): PEGASUS BUTYL L-FOOT WITH PEGASUS RAIL
FLASHING: WATERPROOF BUTYL
ROOF HEIGHT: 15 FEET

INTERCONNECTION: LINE SIDE TAP
MAIN SERVICE PANEL LOCATION: 1ST FLOOR
MAIN SERVICE PANEL RATING: (E) 200A
ISOLATED DISCONNECT RATING: (E) 225A
ISOLATED DISCONNECT MAIN BREAKER RATING: (E)150A
OCPD: 30A FUSES

OEU METER NUMBER: 131994

ARRAY	TILT	AZIMUTH
1	14°	180°

THIS PLAN HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY SCOTT WYSSLING, PE USING A DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

GOVERNING CODES

2020 NATIONAL ELECTRIC CODE
2023 8TH EDITION FLORIDA BUILDING CODE: BUILDING
2023 8TH EDITION FLORIDA BUILDING CODE: RESIDENTIAL
2023 8TH EDITION FLORIDA BUILDING CODE: EXISTING BUILDING
2023 8TH EDITION FLORIDA BUILDING CODE: ACCESSIBILITY
2023 8TH EDITION FLORIDA BUILDING CODE: PLUMBING
2023 8TH EDITION FLORIDA BUILDING CODE: MECHANICAL
2023 8TH EDITION FLORIDA BUILDING CODE: FUEL GAS
2023 8TH EDITION FLORIDA BUILDING CODE: ENERGY CONSERVATION
2023 8TH EDITION FLORIDA FIRE PREVENTION CODE (NFPA)

AS ADOPTED BY OCALA INCLUDING ANY AMENDMENTS OR ADDITIONAL LISTED REQUIREMENTS. DESIGNED IN ACCORDANCE WITH THE REQUIREMENTS OF OCALA ELECTRIC UTILITY .

EQUIPMENT IS COMPATIBLE WITH UL2703, UL1741, UL1703 / UL61730, AND UL9540 AS APPLICABLE

DESIGN CRITERIA

WIND SPEED: 130 MPH
GROUND SNOW LOAD: 0 PSF
ASCE: 7-22
EXPOSURE CATEGORY: C
BUILDING OCCUPANCY: R-3
CONSTRUCTION TYPE: TYPE V-B
SPRINKLERS: NO

DATE	REVISION	COMMENT
01/19/26	B	SYSTEM SIZE

DESIGN ENGINEER

WYSSLING CONSULTING
CORPORATE EXPERIENCE WITH SMALL BUSINESS VALUE

76 N. MEADOWBROOK DRIVE
ALPINE UT 84004
swyssling@wysslingconsulting.com
(201) 874-3483
LICENSE NO. RY34912

SOLAR COMPANY/CLIENT

WATTSUN SOLAR
SOLAR

WATTSUN SOLAR
2578 CLARK ST #5
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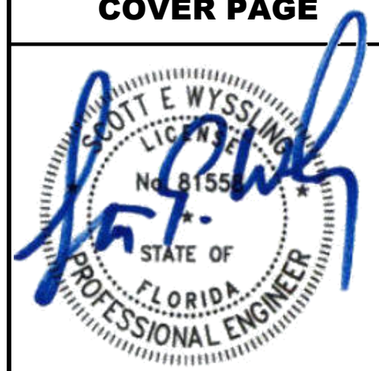
CRISAFULLI RESIDENCE
3370 SOUTHEAST 31ST TERRACE
OCALA, FL 34471
COORDINATES: 29.154272, -82.093883
APN: 2982-009-010

COVER PAGE



Signed 2/04/2026

SCOTT E WYSSLING, PE
FL LICENSE NO 81558

DC SYSTEM SIZE: 7.055kW
AC SYSTEM SIZE: 4.930kW

AHJ: OCALA
UTILITY: OEU

DRAWN BY: YS
INITIAL DESIGN DATE: 01/13/2026 REV: B

PV-1

Docusign Envelope ID: FE254E86-8491-8299-8223-A39FDD5434AF

N

OEU METER NUMBER: 131994

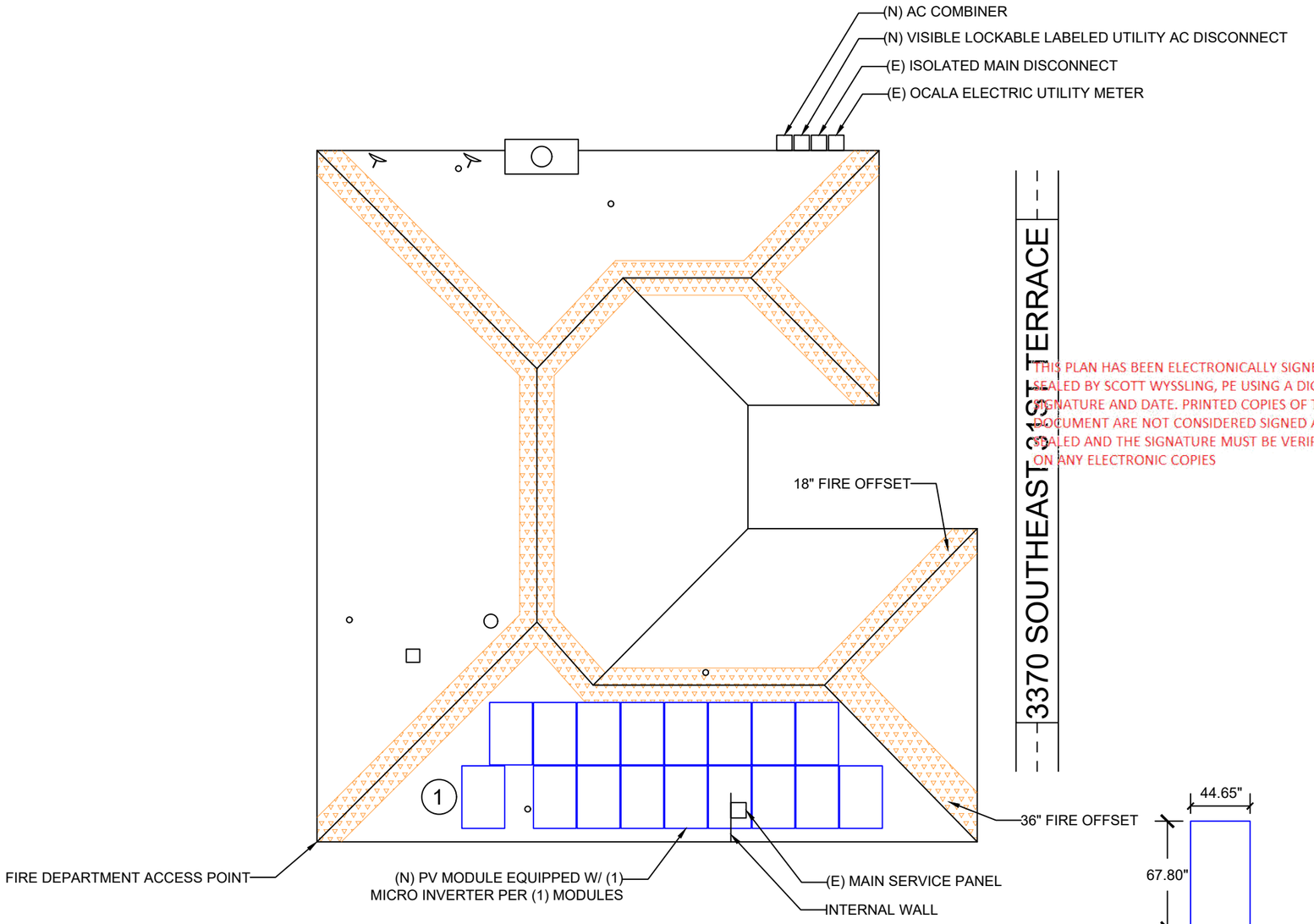
SYSTEM INFORMATION	
MODULE COUNT/TYPE	(17) TALESUN TP7G54M 415
INVERTER COUNT/TYPE	(17) ENPHASE IQ7PLUS-72-2-US
MODULE WEIGHT	47.40 LBS
MODULE DIMENSIONS	67.80" x 44.65"
UNIT WEIGHT OF ARRAY	2.25 PSF

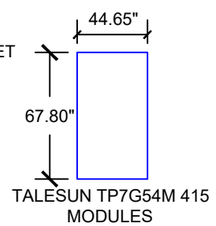
LEGEND	
ROOF VENT (TYP.)	□
PLUMBING VENT (TYP.)	○
A/C UNIT	A/C
SATELLITE DISH	
ELECTRICAL MAST	
CHIMNEY	
FIRECODE PATHWAY	

ROOF DESCRIPTION

ROOF #	ROOF TYPE	ROOF TILT	PITCH	AZIMUTH	MODULE TILT	ROOF FRAMING	MODULE COUNT	ARRAY SQ. FT
1	COMP SHINGLE	14°	3:12	180°	14°	2X4@24" O.C. TRUSSES	17	357.34

TOTAL ROOF AREA SQ. FT	3050	TOTAL ARRAY SQ. FT	357.34	ROOF COVER %	11.72





SITE PLAN NOTES

1. ALL OBSTRUCTIONS MUST BE VERIFIED BEFORE WORK COMMENCES
2. CONDUIT TO BE RUN IN ATTIC IF POSSIBLE
3. VISIBLE LOCKABLE LABELED UTILITY AC DISCONNECT WILL BE INSTALLED WITHIN 10' OF OCALA ELECTRIC UTILITY METER.
4. AC DISCONNECT SHALL BE READILY ACCESSIBLE 24/7
5. REQUIRED ELECTRICAL CLEARANCE TO BE MAINTAINED
6. MAIN SERVICE PANEL LOCATION: 1ST FLOOR
7. METER LOCATION: 1ST FLOOR

NOTE: EQUIPMENT LOCATIONS ARE DEFINED BUT MAY BE APPROXIMATE DUE TO EXISTING CONDITIONS

SCALE: 3/32" = 1'-0"

THIS PLAN HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY SCOTT WYSSLING, PE USING A DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

DESIGN ENGINEER

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LICENSE NO. RY34912

SOLAR COMPANY/CLIENT

WATTSUN SOLAR
2578 CLARK ST #5
APOPKA, FL, 32703

CRISAFULLI RESIDENCE
3370 SOUTHEAST 31ST TERRACE
OCALA, FL 34471
COORDINATES: 29.154272, -82.093883
APN: 2982-009-010

SITE PLAN

SCOTT E WYSSLING LICENSE No. 81558 STATE OF FLORIDA PROFESSIONAL ENGINEER

Signed 2/04/2026

SCOTT E WYSSLING, PE
FL LICENSE NO 81558

DC SYSTEM SIZE: 7.055kW
AC SYSTEM SIZE: 4.930kW

AHJ: OCALA
UTILITY: OEU

DRAWN BY: YS
INITIAL DESIGN DATE: 01/13/2026 REV: B

PV-2

Docusign Envelope ID: FE254E86-8491-8299-8223-A39FDD5434AF

ENPHASE.

DATA SHEET

IQ7 and IQ7+ Microinverters

The high-powered, smart grid-ready IQ7 and IQ7+ Microinverters dramatically simplify installation while achieving the highest system efficiency.

Part of the Enphase Energy System, the IQ7 Series Microinverters integrate with the IQ Gateway, IQ Battery, and the Enphase Installer App monitoring and analysis software.

Enphase 25 year limited warranty

IQ7 Series Microinverters extend the reliability standards set forth by previous generations and undergo over a million hours of power-on testing, enabling Enphase to provide an industry-leading warranty of up to 25 years.

Connect PV modules quickly and easily to IQ7 Series Microinverters using the included Q-DCC-2 adapter cable with plug-and-play MC4 connectors.

UL CERTIFIED SAFETY

IQ7 Series Microinverters are UL Listed as PV rapid shutdown equipment and conform to various regulations when installed according to the manufacturer's instructions.

Easy to install

- Lightweight and simple
- Faster installation with improved, lighter two-wire cabling
- Built-in rapid shutdown compliant (NEC 2014 , 2017, and 2020)

Productive and reliable

- Optimized for high powered 60-cell/120-half-cell and 72-cell/144-half-cell PV modules
- More than a million hours of testing
- Class II double-insulated enclosure
- UL Listed

Smart grid-ready

- Complies with advanced grid support, voltage, and frequency ride-through requirements
- Remotely updates to respond to changing grid requirements
- Configurable for varying grid profiles
- Meets CA Rule 21 (UL 1741-SA) and IEEE 1547:2018 (UL 1741-SB, 3rd Ed. - for single-phase systems)

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IQ7 and IQ7+ Microinverters

INPUT DATA (DC)	UNITS	IQ7-60-2-US	IQ7PLUS-72-2-US
Commonly used module pairings[1]	W	235–350	235–440
Module compatibility	–	60-cell/120-half-cut-cell and 54-cell/108-half-cut-cell PV modules	60-cell/120-half-cut-cell, 66-cell/132-half-cut-cell, 54-cell/108-half-cut-cell, and 72-cell/144-half-cut-cell PV modules
MPPT voltage range	V	27–37	27–45
Operating range	V	16–48	16–60
Minimum/Maximum start voltage	V	22/48	22/60
Maximum input DC voltage	V	50	60
Maximum continuous input DC current	A	10	12
Maximum input DC short-circuit current	A	25	
Maximum module I_{sc}	A	20	
Overvoltage class DC port	–	II	
DC port back-feed current	mA	0	
PV array configuration	–	1 × 1 ungrounded array; no additional DC side protection required; AC side protection requires max. 20 A per branch circuit	
OUTPUT DATA (AC)	**UNITS**	**IQ7-60-2-US**	**IQ7PLUS-72-2-US**
Peak output power	VA	250	295
Maximum continuous output power	VA	240	290
Nominal (L-L) voltage/Range[2]	V	240/211-264, 208/183-229	
Maximum continuous output current	A	1.0 (240 V)/1.15 (208 V)	1.21 (240 V)/1.39 (208 V)
Nominal frequency	Hz	60	
Extended frequency range	Hz	49–68	
AC short-circuit fault current over three cycles	Arms	5.8	
Maximum units per 20 A (L-L) branch circuit[3]	–	16 (240 V)/13 (208 V)	13 (240 V)/11 (208 V)
Total harmonic distortion	%	<5	
Overvoltage class AC port	–	III	
AC port back-feed current	mA	18	
Power factor setting	–	1.0	
Grid-tied power factor (adjustable)	–	0.85 leading … 0.85 lagging	
Peak efficiency	%	97.6 (240 V)/97.3 (208 V)	97.5 (240 V)/97.3 (208 V)
CEC weighted efficiency	%	97	
Nighttime power consumption	mW	60	
MECHANICAL DATA			
Ambient temperature range	°C (°F)	-40 to 65 (-40 to 149)	
Relative humidity range	%	4 to 100 (condensing)	
DC connector type	–	MC4 (or Amphenol H4 UTX with additional Q-DCC-5 adapter)	
Dimensions (H × W × D)	mm (in)	212 (8.3) × 175 (6.9) × 30.2 (1.2) without bracket	
Weight	kg (lb)	1.1 (2.4)	
Cooling	–	Natural convection–no fans	
Approved for wet locations	–	Yes	
Pollution degree	–	PD3	
Enclosure	–	Class II double-insulated, corrosion-resistant polymeric enclosure	
Environmental category/UV exposure rating	–	NEMA type 6/Outdoor	

[1] Pairing PV modules with wattage above the limit may result in additional clipping losses. See the compatibility calculator at https://link.enphase.com/module-compatibility.
[2] Nominal voltage range can be extended beyond nominal if required by the utility.
[3] Limits may vary. Refer to local requirements to define the number of microinverters per branch in your area.

IQ7-IQ7Plus-DSH-00174-2.0-EN-US-2024-05-09

DESIGN ENGINEER

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INVERTER

Docusign Envelope ID: FE254E86-8491-8299-8223-A39FDD5434AF

ENPHASE.

DATA SHEET

X-IQ-AM1-240-5-HDK
X-IQ-AM1-240-5C-HDK
X-IQ-AM1-240-5
X-IQ-AM1-240-5C

IQ Combiner 5/5C

The IQ Combiner 5/5C consolidates interconnection equipment into a single enclosure and streamlines IQ Series Microinverters and IQ Gateway installation by providing a consistent, pre-wired solution for residential applications. IQ Combiner 5/5C uses wired control communication and is compatible with IQ System Controller 3/3G and IQ Battery 5P.

The IQ Combiner 5/5C, IQ Series Microinverters, IQ System Controller 3/3G, and IQ Battery 5P provide a complete grid-agnostic Enphase Energy System.

IQ Series Microinverters
The high-powered smart grid-ready IQ Series Microinverters (IQ6, IQ7, and IQ8 Series) simplify the installation process.

IQ System Controller 3/3G
Provides microgrid interconnection device (MID) functionality by automatically detecting grid failures and seamlessly transitioning the home energy system from grid power to backup power.

IQ Battery 5P
Fully integrated AC battery system. Includes six field-replaceable IQ8D-BAT Microinverters.

IQ Load Controller
Helps prioritize essential appliances during a grid outage to optimize energy consumption and prolong battery life.

Enphase 5 year limited warranty

5-year limited warranty

Smart

- Includes IQ Gateway for communication and control
- Includes Enphase Mobile Connect (CELLMODEM-M1-06-SP-05), only with IQ Combiner 5C
- Supports flexible networking: Wi-Fi, Ethernet, or cellular
- Provides production metering (revenue grade) and consumption monitoring

Easy to install

- Mounts to one stud with centered brackets
- Supports bottom, back, and side conduit entries
- Supports up to four 2-pole branch circuits for 240 VAC plug-in breakers (not included)
- 80 A total PV branch circuits
- Factory installed hold-down kit
- Bluetooth-based Wi-Fi provisioning for easy Wi-Fi setup

Reliable

- Durable NRTL-certified NEMA type 3R enclosure
- 5-year limited warranty
- 2-year labor reimbursement program coverage included for IQ Combiner SKUs*
- UL1741 Listed

*For country-specific warranty information, see the https://enphase.com/installers/resources/warranty page.

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Data subject to change.

IQ Combiner 5/5C

MODEL NUMBER	
IQ Combiner 5 (X-IQ-AM1-240-5/ X-IQ-AM1-240-5-HDK)	IQ Combiner 5 with IQ Gateway printed circuit board for integrated revenue-grade PV production metering (ANSI C12.20 ±0.5%), consumption monitoring (±2.5%), and IQ Battery monitoring (±2.5%). Includes a silver solar shield to deflect heat. IQ-AM1-240-5-HDK includes a factory installed hold-down kit compatible with all the circuit breakers mentioned in the **Accessories and Replacement Parts** section.
IQ Combiner 5C (X-IQ-AM1-240-5C / X-IQ-AM1-240-5C-HDK)	IQ Combiner 5C with IQ Gateway printed circuit board for integrated revenue-grade PV production metering (ANSI C12.20 ±0.5%), consumption monitoring (±2.5%), and IQ Battery monitoring (±2.5%). Includes Enphase Mobile Connect cellular modem (CELLMODEM-M1-06-SP-05)[1]. Includes a silver solar shield to deflect heat. IQ-AM1-240-5C-HDK includes a factory installed hold-down kit compatible with all the circuit breakers mentioned in the **Accessories and Replacement Parts** section.
WHAT'S IN THE BOX	
IQ Gateway printed circuit board	IQ Gateway is the platform for total energy management for comprehensive, remote maintenance, and management of the Enphase Energy System
Busbar	80 A busbar with support for one IQ Gateway breaker and four 20 A breakers for installing IQ Series Microinverters and IQ Battery 5P
IQ Gateway breaker	Circuit breaker, 2-pole, 10 A/15 A
Production CT	Pre-wired revenue-grade solid-core CT, accurate up to ±0.5%
Consumption CT	Two consumption metering clamp CTs, shipped with the box, accurate up to ±2.5%
IQ Battery CT	One battery metering clamp CT, shipped with the box, accurate up to ±2.5%
CTRL board	Control board for wired communication with IQ System Controller 3/3G and the IQ Battery 5P
Enphase Mobile Connect (only with IQ Combiner 5C)	4G-based LTE-M1 cellular modem (CELLMODEM-M1-06-SP-05) with a 5-year T-Mobile data plan
Accessories kit	Spare control headers for the COMMS-KIT-2 board
ACCESSORIES AND REPLACEMENT PARTS (NOT INCLUDED, ORDER SEPARATELY)	
CELLMODEM-M1-06-SP-05	4G-based LTE-M1 cellular modem with a 5-year T-Mobile data plan
CELLMODEM-M1-06-AT-05	4G-based LTE-M1 cellular modem with a 5-year AT&T data plan
Circuit breakers (off-the-shelf)	Supports Eaton BR2XX, Siemens Q2XX, and GE/ABB THQL21XX Series circuit breakers (XX represents 10, 15, 20, 30, 40, 50, or 60). Also supports Eaton BR220B, BR230B, and BR240B circuit breakers compatible with the hold-down kit.
Circuit breakers (provided by Enphase)	BRK-10A-2-240V, BRK-15A-2-240V, BRK-20A-2P-240V, BRK-15A-2P-240V-B, and BRK-20A-2P-240V-B (more details in the "Accessories" section)
XA-SOLARSHIELD-ES	Replacement solar shield for IQ Combiner 5/5C
XA-ENV2-PCBA-5	IQ Gateway replacement printed circuit board (PCB) for IQ Combiner 5/5C
X-IQ-NA-HD-125A	Hold-down kit compatible with Eaton BR-B Series circuit breakers (with screws). Not required for X-IQ-AM1-240-5-HDK/X-IQ-AM1-240-5C-HDK.
XA-COMMS2-PCBA-5	Replacement COMMS-KIT-2 printed circuit board (PCB) for IQ Combiner 5/5C
ELECTRICAL SPECIFICATIONS	
Rating	80 A
System voltage and frequency	120/240 VAC or 120/208 VAC, 60 Hz
Busbar rating	125 A
Fault current rating	10 kAIC
Maximum continuous current rating (input from PV/ storage)	64 A
Branch circuits (solar and/or storage)	Up to four 2-pole Eaton BR, Siemens Q, or GE/ABB THQL Series distributed generation (DG) breakers only (not included)
Maximum total branch circuit breaker rating (input)	80 A of distributed generation/95 A with IQ Gateway breaker included
IQ Gateway breaker	10 A or 15 A rating GE/Siemens/Eaton included
Production metering CT	200 A solid core pre-installed and wired to IQ Gateway

[1] A plug-and-play industrial-grade cell modem for systems of up to 60 microinverters. Available in the United States, Canada, Mexico, Puerto Rico, and the US Virgin Islands, where there is adequate cellular service in the installation area.

DESIGN ENGINEER

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COMBINER PANEL 1696

Docusign Envelope ID: FE254E86-8491-8299-8223-A39FDD5434AF

ACCESSORIES AND REPLACEMENT PARTS (NOT INCLUDED, ORDER SEPARATELY)	
Consumption monitoring CT (CT-200-CLAMP)	A pair of 200 A clamp-style current transformers is included with the box
IQ Battery metering CT	200 A clamp-style current transformer for IQ Battery metering, included with the box
MECHANICAL DATA	
Dimensions (W × H × D)	37.5 cm × 49.5 cm × 16.8 cm (14.75" × 19.5" × 6.63"). Height is 53.5 cm (21.06") with mounting brackets.
Weight	7.5 kg (16.5 lb)
Ambient temperature range	-40°C to 46°C (-40°F to 115°F)
Cooling	Natural convection, plus heat shield
Enclosure environmental rating	Outdoor, NRTL-certified, NEMA type 3R, polycarbonate construction
Wire sizes	• 20 A to 50 A breaker inputs: 14 to 4 AWG copper conductors • 60 A breaker branch input: 4 to 1/0 AWG copper conductors • Main lug combined output: 10 to 2/0 AWG copper conductors • Neutral and ground: 14 to 1/0 copper conductors • Always follow local code requirements for conductor sizing
Communication (in-premise connectivity)	Built-in CTRL board for wired communication with the IQ Battery 5P and the IQ System Controller 3/3G. Integrated power line communication for IQ Series Microinverters.
Altitude	Up to 2,600 meters (8,530 feet)
COMMUNICATION INTERFACES	
Integrated Wi-Fi	802.11b/g/n (dual band 2.4 GHz/5 GHz) for connecting the Enphase Cloud through the internet.
Wi-Fi range (recommended)	10 m (32.8 feet)
Bluetooth	BLE4.2, 10 m range to configure Wi-Fi SSID
Ethernet	Optional, 802.3, Cat5E (or Cat 6) UTP Ethernet cable (not included) for connecting to the Enphase Cloud through the internet.
Cellular/Mobile Connect	CELLMODEM-M1-06-SP-05 or CELLMODEM-M1-06-AT-05 (included with the IQ Combiner 5C)
Digital I/O	Digital input/output for grid operator control
USB 2.0	Mobile Connect, COMMS-KIT-01 for IQ Battery 3/3T/10/10T, COMMS-KIT-02 for IQ Battery 5P
Access point (AP) mode	For connection between the IQ Gateway and a mobile device running the Enphase Installer App
Metering ports	Up to two Consumption CTs, one IQ Battery CT, and one Production CT
Power line communication	90–110 kHz
Web API	See https://developer-v4.enphase.com
Local API	See Guide for local API
COMPLIANCE	
IQ Combiner with IQ Gateway	UL 1741, CAN/CSA C22.2 No. 107.1, Title 47 CFR, Part 15, Class B, ICES 003, NOM-208-SCFI-2016, UL 61010-1, CAN/CSA 22.2 No. 61010-1, IEEE 1547: 2018 (UL 1741-SB, 3rd Ed.), IEEE 2030.5/CSIP Compliant, Production metering: ANSI C12.20 accuracy class 0.5 (PV production)

COMPATIBILITY		
PV	Microinverters	IQ6, IQ7, and IQ8 Series Microinverters
COMMS-KIT-01[2]	IQ System Controller	EP200G101-M240US00
	IQ System Controller 2	EP200G101-M240US01
	IQ Battery	ENCHARGE-3-1P-NA, ENCHARGE-10-1P-NA, ENCHARGE-3T-1P-NA, ENCHARGE-10T-1P-NA
COMMS-KIT-02[3]	IQ System Controller 3	SC200D111C240US01, SC200G111C240US01
	IQ Battery	IQBATTERY-5P-1P-NA

[2] For information about IQ Combiner 5/5C compatibility with the 2nd-generation batteries, refer to the compatibility matrix.
[3] IQ Combiner 5/5C comes pre-equipped with COMMS-KIT-02.

Accessories

Mobile Connect

4G-based LTE-M1 cellular modem with a 5-year data plan (CELLMODEM-M1-06-SP-05 for T-Mobile and CELLMODEM-M1-06-AT-05 for AT&T)

Circuit breakers

BRK-10A-2-240V Circuit breaker, 2-pole, 10 A, Eaton BR210
BRK-15A-2-240V Circuit breaker, 2-pole, 15 A, Eaton BR215
BRK-20A-2P-240V Circuit breaker, 2-pole, 20 A, Eaton BR220
BRK-15A-2P-240V-B Circuit breaker, 2-pole, 15 A, Eaton BR215B with hold-down kit support
BRK-20A-2P-240V-B Circuit breaker, 2-pole, 20 A, Eaton BR220B with hold-down kit support

CT-200-SOLID

200 A revenue-grade solid-core Production CT with <0.5% error rate (replacement SKU)

CT-200-CLAMP

200 A clamp-style consumption and battery metering CT with <2.5% error rate (replacement SKU)

IQC-5-5C-DSH-00007-6.0-EN-US-2024-09-30

DESIGN ENGINEER

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COMBINER PANEL 1697

Docusign Envelope ID: FE254E86-8491-8299-8223-A39FDD5434AF

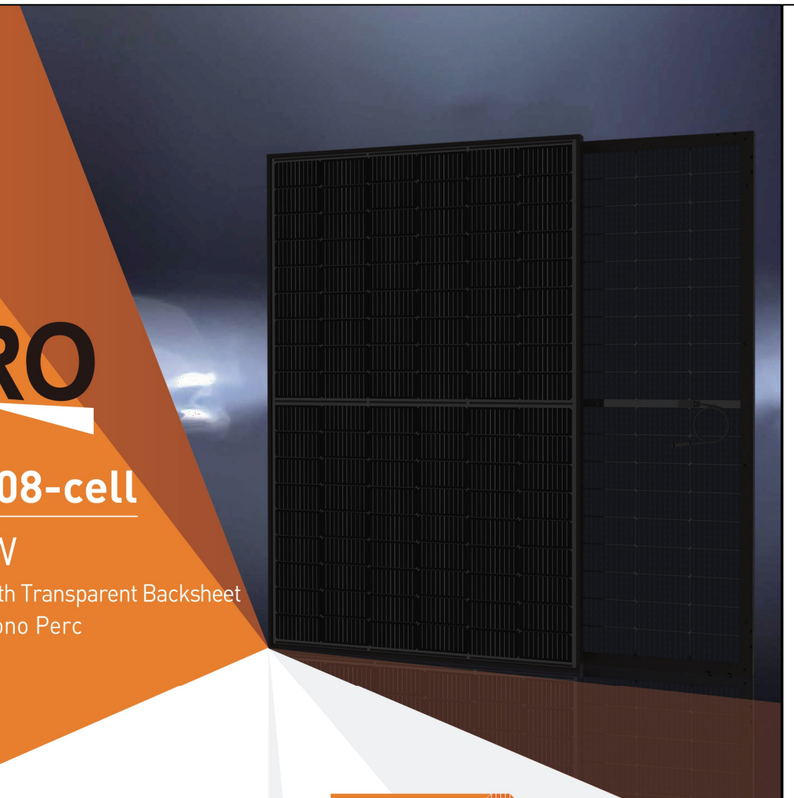
TALESUN

BIPRO

TP7G54M
TP7G54M(H) **108-cell**

395 - 415W

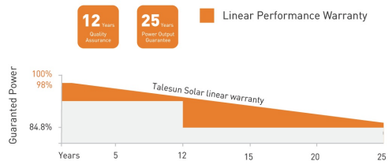
Bifacial Module With Transparent Backsheet
10BB Half-cut Mono Perc



SYSTEM & PRODUCT CERTIFICATES

- IEC 61215 / IEC 61730 / UL 61703
- ISO 9001: 2015 Quality Management System
- ISO 14001: 2015 Environment Management System
- ISO 45001: 2018 Occupational Health and Safety Management Systems

PERFORMANCE WARRANTY



KEY FEATURES

10BB Half-cut Cell Technology
New circuit design, lower internal current, lower Rs loss
Ga dopped wafer, attenuation ≤2% (1st year) /≤0.55% (Linear)

Industry Leading High Yield
Bifacial PERC cell technology,
5%-25% more yield depends on different conditions

Excellent Anti-PID Performance
2 times of industry standard Anti-PID test by TUV SUD

Lower LCOE
2% more power generation, lower LCOE

IP68 Junction Box
High waterproof level

www.talesun.com
marketing.hq@talesun.com
★ GL-EN-Version 2025.03.07

ELECTRICAL CHARACTERISTICS

Testing Condition	STC	NMOT	STC	NMOT	STC	NMOT	STC	NMOT	STC	NMOT
Maximum Power (Pmax/W)	395	294	400	298	405	302	410	306	415	310
Operating Voltage (Vmpp/V)	30.85	28.80	31.05	29.00	31.24	29.20	31.43	29 .30	31.64	29.60
Operating Current (Impp/A)	12.81	10.23	12.89	10.30	12.97	10.36	13.05	10.42	13.13	10.48
Open-Circuit Voltage (Voc/V)	36.75	34.60	37.00	34.80	37.25	35.10	37.50	35.30	37.75	35.50
Short-Circuit Current (Isc/A)	13.69	11.04	13.78	11.11	13.86	11.17	13.94	11.24	14.02	11.30
Module Efficiency (%)	20.22		20.48		20.73		21.00		21.25	

STC: Irradiance 1000W/m², Spectra at AM1.5, Module Temperature 25℃. Power output tolerance: 0~+5W, Test uncertainty for Pmax: ±3%
NMOT: Irradiance 800W/m², Spectra at AM1.5, Ambient Temperature 20℃, Wind speed 1m/s

REAR SIDE POWER GAIN(REFERENCE TO 410W FRONT)

Pmax gain	5%	10%	15%	20%	25%
Pmax/W	431	451	472	492	513
Vmpp/V	31.43	31.43	31.43	31.43	31.43
Impp/A	13.70	14.36	15.01	15.66	16.31
Voc/V	37.50	37.50	37.50	37.50	37.50
Isc/A	14.65	15.35	16.04	16.74	17.44

MECHANICAL CHARACTERISTICS

Solar Cell	Monocrystalline 182*182mm
No. of Cells	108 (6*18)
Module Dimensions	1722*1134*30mm (67.80*44.65*1.18inches)
Weight	21.5kg (47.4lbs.)
Front Glass	3.2mm AR Coating Tempered Glass
Frame	Anodized Aluminium Alloy
Junction Box	IP68, 3 Bypass Diodes
Output Cables	4mm² (IEC), 12AWG(UL) 350mm(+),250mm(-) or Customized Length
Connectors	T01/LJQ-3-CSY/MC4/MC4-EVO2

APPLICATION CONDITIONS

Maximun System Voltage	1000V/1500V/DC
Operating Temperature	-40°C~+85°C
Maximun Series Fuse	30A
Safety Protection Class	Class II
Mechanical Load	Front side 5400Pa, Back side 2400Pa
Refer. Bifaciality Factor	70%+5%/-10%

TEMPERATURE CHARACTERISTICS

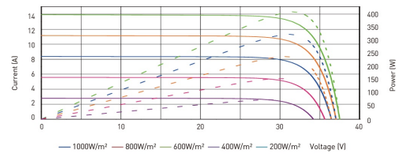
Temperature Coefficient of Pmax	-0.35%/°C
Temperature Coefficient of Voc	-0.26%/°C
Temperature Coefficient of Isc	+0.048%/°C
Nominal Module Operating Temperature(NMOT)	43±2°C

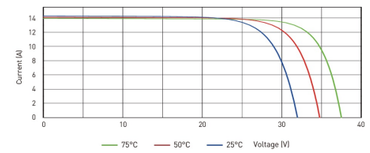
PACKING CONFIGURATION

Pieces Per Pallet	36	36(USA)
Pieces Per Container(40'HQ)	936	828

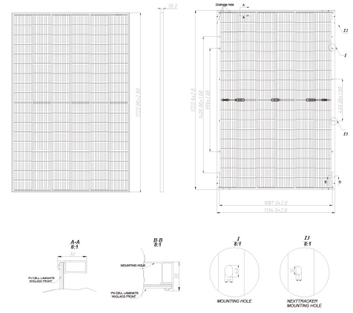
I-V CURVE

TP7G54M/410W





TECHNICAL DRAWINGS



TALESUN

The specification and key features described in this datasheet may deviate slightly and are not guaranteed. Due to ongoing innovation, R&D enhancement, Suzhou Talesun Solar Technologies Co., Ltd. reserves the right to make any adjustment to the information described herein at any time without notice. Please always obtain the most recent version of the datasheet which shall be duly incorporated into the binding contract made by the parties governing all transactions related to the purchase and sale of the products described herein.

DESIGN ENGINEER

WYSSLING CONSULTING
CORPORATE EXPERIENCE WITH SMALL BUSINESS VALUE

76 N. MEADOWBROOK DRIVE
ALPINE UT 84004
swyssling@wysslingconsulting.com
(201) 874-3483

MODULE

Certificate Of Completion

Envelope Id: FE254E86-8491-8299-8223-A39FDD5434AF
Status: Completed
Subject: FOR SIGNATURES - Net Metering Agreement - Francesco Crisafulli - ELE/260759
Source Envelope:
Document Pages: 28
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
5/15/2026 10:54:05 AM
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: 5/15/2026 10:56:08 AM Viewed: 5/15/2026 2:57:43 PM Signed: 5/15/2026 3:01:19 PM
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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: 2600:1011:a18f:7ad3:69ae:d357:faa:b361 Signed using mobile	Sent: 5/15/2026 3:01:21 PM Viewed: 5/17/2026 11:31:04 AM Signed: 5/17/2026 11:31:46 AM
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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: 2600:387:15:2811::3 Signed using mobile	Sent: 5/17/2026 11:31:48 AM Viewed: 5/17/2026 1:35:38 PM Signed: 5/17/2026 1:35:49 PM
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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
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Certified Delivered	Security Checked	5/17/2026 1:35:38 PM
Signing Complete	Security Checked	5/17/2026 1:35:49 PM
Completed	Security Checked	5/17/2026 1:35:49 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 # ELE/260745

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: James R. Whelan

Mailing Address: 3590 SW 24th Avenue Road

City: Ocala State: FL Zip Code: 34471

Phone Number: 561-589-1234 Alternate Phone Number: _____

Email Address: mediarelations@thejrwa.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 534274-263142

2. RGS Facility Information

Facility Location: 3590 SW 24th Avenue Road Ocala, Fl. 34471

Ocala Electric Utility Customer Account Number: 534274-263142

RGS Manufacturer: Hanwha Q.CELLS America, Inc.

Manufacturer's Address: 400 Spectrum Center Drive Suite 1400
Irvine, CA. 92618

Reference or Model Number: Q.PEAK DUO XL-G10.3/BFG (40 Modules-480W)

Serial Number: SCHNEIDER ELECTRIC XW PRO 6848 NA INVERTERS

(Continued on Sheet No.19.1)

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3. Facility Rating Information

Gross Power Rating: 16.32kWac ("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: 5/6/2026

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)

Docusign Envelope ID: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9

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: James R. Whelan Date: 5/7/26
(Print Name)

(Signature)

Docusign Envelope ID: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 7th day of May, 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 James R. Whelan, 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)

Docusign Envelope ID: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9

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)

Docusign Envelope ID: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9

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)

Docusign Envelope ID: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9

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)

Docusign Envelope ID: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9

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: 5/13/2026

Florida Municipal Power Agency

DocuSigned by:
By:
087F58EBB34B474...

Title: Chief Sys Ops & Tech Officer

Date: 5/13/2026

Customer

By: James R. Whelan Date: 5/7/26
(Print Name)

(Signature)

Customer's City of Ocala Electric Utility Account Number: 534274-263142

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

(Continued on Sheet No. 20.6)

Docusign Envelope ID: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9

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.

Docusign Envelope ID: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9

Tier 2
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 7th day of May, 20 26, by and between James R. Whelan, (hereinafter called "**Customer**"), located at 3590 SW 24th Avenue Rin Ocala, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereafter called "**OEU**"), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: 3590 SW 24th Avenue Road Ocala, Fl. 34471.

WITNESSETH

Whereas, a Tier 2 Renewable Generation System (RGS) is an electric generating system that uses one or of 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 more than 10 kilowatts (10 kW) but not greater than 100 kilowatts (100 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 parts of the City of Ocala and Marion County; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU's electrical supply grid at the location indentified 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 OEU has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate OEU's electric system, which limits OEU's 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, 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;

(Continued on Sheet No. 22.1)

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(Continued from Sheet No. 22.0)

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and 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 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 2 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. In no case should modifications to the RGS be made such that the GPR increases above the 100 kilowatts (100 kW) limit.

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 be required to pay a non-refundable application fee of $375 for the review and processing of the application.

6. The Customer shall fully comply with OEU's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by OEU 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.*

(Continued on Sheet No. 22.2)

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(Continued from Sheet No. 22.1)

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.

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 OEU 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. 22.3)

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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 a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU 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 which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then 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's 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's electric 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's electric 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 electric system such that back feed from the customer-owned renewable generation system to OEU's electric 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. 22.4)

Docusign Envelope ID: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9

(Continued from Sheet No. 22.3)

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 Sections 18 and 19, 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 million dollars ($1,000,000.00).

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 also 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.

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 OUS 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.

(Continued on Sheet No. 22.5)

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(Continued from Sheet No. 22.4)

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's 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 utility system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility 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 utility system due to the operation of the Customer's generation or protective equipment as determined by OEU.
d. Adverse electrical effects (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.

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.

(Continued on Sheet No. 22.6)

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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, contractors (and any subcontractor or material supplier thereof), agents 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.

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

(Continued on Sheet No. 22.7)

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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 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.

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 2.5 percent (%) of the aggregate customer peak demand on OEU's electric 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. 22.8)

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IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

OUS:

By: Signed by: Janice Mitchell 55198B43858A4E1...

Title: CFO

Date: 5/13/2026

Customer:

By: James R. Whelan
(Print Name)

(Signature)

Date: 5/7/26

City of Ocala Electric Utility Account Number:
534274-263142

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55AB8A8ED04E3...

William E. Sexton, Esq.
City Attorney

Docusign Envelope ID: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9

THINK AHEAD. THINK OLYMPUS.

OLYMPUS INSURANCE

OLYMPUS INSURANCE COMPANY

HOMEOWNERS AMENDED DECLARATION

POLICY OIC30152541-00 WITH AGENCY 9969105 FOR POLICY PERIOD 07/09/2025 THRU 07/09/2026

For Homeowners with *high expectations.* 800.711.9386 | olympusinsurance.com

POLICYHOLDER

JAMES WHELAN
SHERRIE L. WHELAN
3590 SW 24TH AVENUE RD
OCALA, FL 34471

AGENCY CONTACT

Foundation Risk Partners, Corp.
11382 Prosperity Farms Rd, Suite 123
Palm Beach Gardens, FL 33410

(561) 624-1800

COVERAGE LIMITS AND PREMIUMS - SECTION I

Coverage A - Dwelling	$565,879	$2,634.13
Coverage B - Other Structures	$56,588	$181.00
Coverage C - Personal Property	$282,940	$-113.00
Coverage D - Loss of Use	$56,588	Included
Hurricane Premium ---------$1,479.65		Included
Non-Hurricane Premium ---------- $1,222.35		Included
Ordinance or Law	25%	Included

COVERAGE LIMITS AND PREMIUMS - SECTION II

Coverage E - Personal Liability	$500,000	Included
Coverage F - Medical Payments to Others	$5,000	Included

POLICY CHARGES AND CREDITS

Emergency Management Trust Fund Surcharge	$2.00
FIGA Surcharge	$31.00
MGA Policy Fee	$25.00
Mitigation Credit	$-22,536.54
Premium Reduction HB 7073	$-64.00
Total Discounts	$-826.35
Advanced Quote Discount	Included
Agency Auto Discount	Included
Home Buyer Discount	Included
Military and First Responder Discount	Included
Paperless Discount	Included
Secured Community Credit	Included
Senior Discount	Included
Vintage Home Discount	Included

MORTGAGEE(S)

Mortgagee 1 / Loan #:727490
Seacoast National Bank, ISAOA/ATIMA
PO Box 940036
Maitland, 327940036

Docusign Envelope ID: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9

Southern-Owners

26354 (05-94)
Issued 02-12-2026
Policyholder since 2023

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

UMBRELLA POLICY DECLARATIONS

AGENCY ATLANTIC PACIFIC INSURANCE
12-0647-00 00 MKT TERR 114 (561) 624-1800

Renewal Effective 03-31-2026

POLICY NUMBER **48-018-381-06**

Company Use 72-20-FL-2303

INSURED JAMES WHELAN
SHERRIE WHELAN

ADDRESS 3590 SW 24TH AVENUE RD

OCALA FL 34471-7712

Company Bill

POLICY TERM
12:01 a.m. 03-31-2026 to 12:01 a.m. 03-31-2027

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

EXECUTIVE
SEE SCHEDULE A FOR UNDERLYING LIMITS REQUIRED

LIMIT OF LIABILITY: $ 5,000,000 Each Occurrence

UNINSURED MOTORIST LIMIT OF LIABILITY $1,000,000 NON-STACKED

PREMISES LOCATION: 3590 SW 24TH AVENUE RD OCALA FL 34471-7712

RATING INFORMATION: Territory 012 Marion County, FL

FORMS THAT APPLY TO ENTIRE POLICY:

26029	(05-00)	26351	(10-18)	26394	(10-97)	26326	(07-23)	59154	(02-86)
26360	(05-12)	26474	(09-02)	66006	(05-12)	66111	(11-15)	59243	(06-00)
66126	(06-17)	66166	(12-17)	66203	(02-19)	66080	(06-21)	66204	(02-19)
66222	(06-21)	66223	(07-21)	66224	(06-21)				

BASE UMBRELLA PREMIUM	**PREMIUM**
	$375.00
ADDITIONAL CHARGES	
Number of Private Passenger Automobiles/Motorhomes (over 1): 2	182.00
Uninsured Motorist Coverage	383.00
Excess Millions Charge	1,230.00
Discount(s)	589.00-

Mature Discount Applies.
Umbrella/Auto Multi-Policy Discount applies.
Following Form Discount applies.

	TERM
TOTAL POLICY PREMIUM	$1,596.81

The Total Policy Premium shown above includes:
Emergency Florida Insurance Guaranty Association Assessment 15.81

Countersigned By: ATLANTIC PACIFIC INSURANCE

Docusign Envelope ID: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9

PROJECT DESCRIPTION:

40 x 480 QCELLS Q.PEAK DUO XL-G10.3/BFG (480W) MODULES
GROUND MOUNTED SOLAR PHOTOVOLTAIC MODULES

DC SYSTEM SIZE: 19.20 kW DC STC
AC SYSTEM SIZE: 20.40 kW AC

EQUIPMENT SUMMARY

40 QCELLS Q.PEAK DUO XL-G10.3/BFG (480W) MODULES
03 SCHNEIDER ELECTRIC XW PRO 6848 NA INVERTERS
06 LBP-10KW BATTERY

GOVERNING CODES:

FLORIDA RESIDENTIAL CODE, 8TH EDITION 2023 (FRC)
FLORIDA PLUMBING CODE, 8TH EDITION 2023 (FPC)
FLORIDA BUILDING CODE, 8TH EDITION 2023 (FBC)
FLORIDA MECHANICAL CODE, 8TH EDITION 2023 (FMC)
2020 NATIONAL ELECTRICAL CODE (NEC)
FLORIDA FIRE PREVENTION CODE, 8TH EDITION (FFPC)

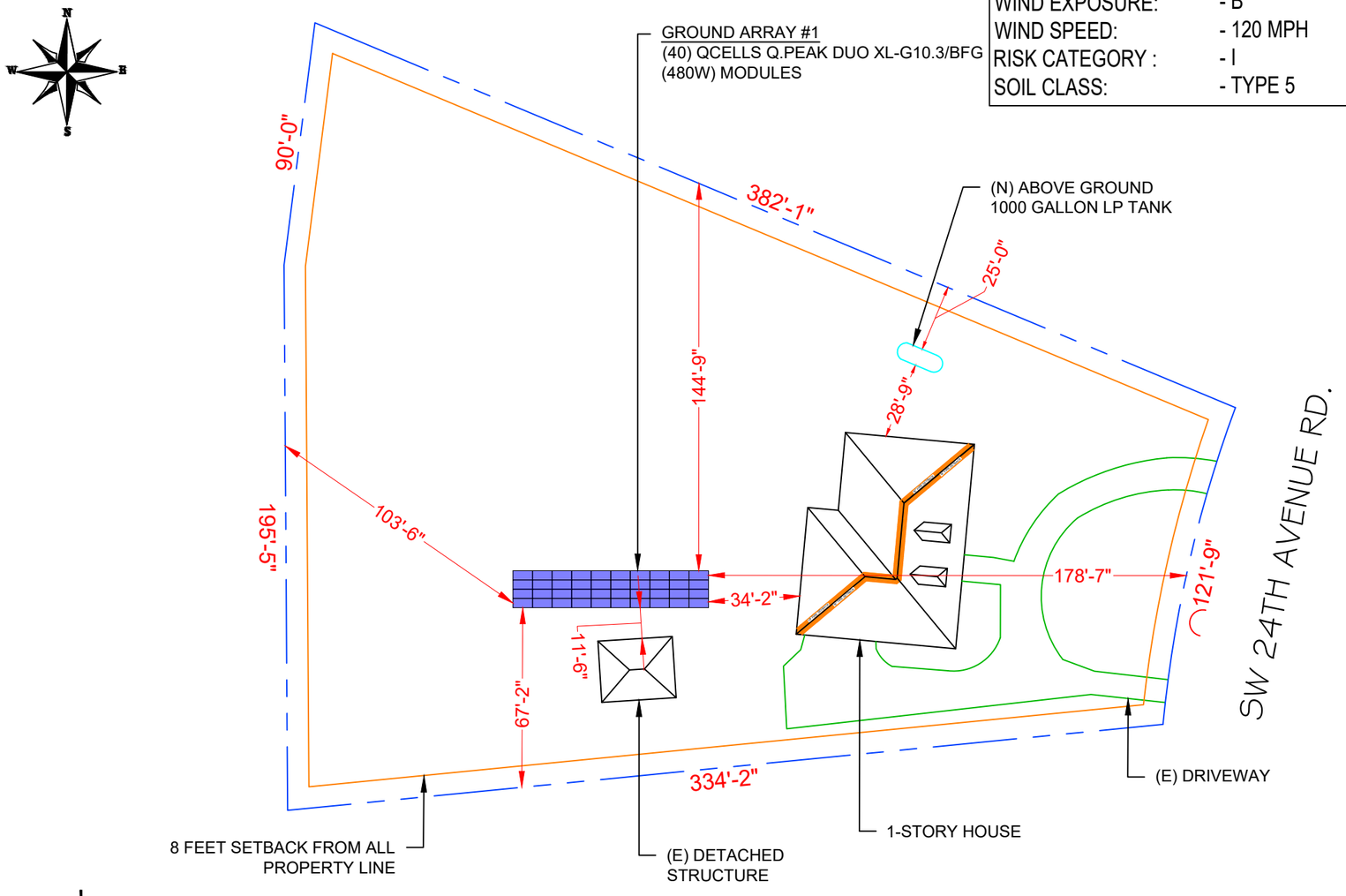
SHEET INDEX

A-00	SITE PLAN & VICINITY MAP
S-01	GROUND PLAN & MODULES
S-02	ATTACHMENT DETAILS
E-01	ELECTRICAL SITE PLAN & BOM
E-02	ELECTRICAL LINE DIAGRAM
E-03	WIRING CALCULATIONS
E-04	SYSTEM LABELING
DS-01	MODULE DATA SHEET
DS-02	INVERTER DATA SHEET
DS-03	BATTERY DATA SHEET
DS-04	BACKUP CONTROL SWITCH DATA SHEET
DS-05	CHARGER CONTROLLER DATA SHEET
DS-06	GENERATOR DATA SHEET-1
DS-07	GENERATOR DATA SHEET-2
DS-08	GENERATOR STAND DATA SHEET
DS-09	RAIL DATA SHEET
DS-10	GROUND MOUNT DATA SHEET

DISCLAIMER:
THE SET OF PLANS FOR THIS PROJECT IS INTENDED FOR DESIGNING THE PROJECT IN COMPLIANCE WITH APPLICABLE BUILDING CODES. THIS DOES NOT EXPRESS OR IMPLY ANY PERFORMANCE GUARANTEE OF ANY KIND. THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING AND APPROVING THE LAYOUT WITH THE END USER PRIOR TO INSTALLATION.
ALL DIMENSIONS AND CONDITIONS SHOWN IN THE PLANS ARE BASED ON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL SITE CONDITIONS IN THE FIELD PRIOR TO INSTALLATION AND ACCEPTS FULL RESPONSIBILITY.

DESIGN SPECIFICATIONS ASCE 7-22

FOUNDATION TYPE:	- GROUND SCREW
ZONING:	- MARION COUNTY
GROUND SNOW LOAD:	- 0 PSF
WIND EXPOSURE:	- B
WIND SPEED:	- 120 MPH
RISK CATEGORY :	- I
SOIL CLASS:	- TYPE 5



1 SITE PLAN WITH VICINITY PLAN
A-00 SCALE:1"=50'-0"

2 HOUSE PHOTO
A-00 SCALE: NTS

3 VICINITY MAP
A-00 SCALE: NTS

SOLAR HYBRID ELECTRIC
727-945-4456

SOLAR HYBRID ELECTRIC LLC
5006 SHAMROCK DRIVE,
NEW PORT RICHEY, FL 34652

1658

REVISIONS

DESCRIPTION	DATE	REV

DATE: 12/10/2025

PROJECT NAME
WHELAN RESIDENCE
3590 SW 24TH AVENUE RD.,
OCALA, FL 34471

SHEET NAME
SITE PLAN & VICINITY MAP

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
A-00

Signature with Seal

Docusign Envelope ID: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9

DC SYSTEM SIZE: 19.20 kW DC STC
AC SYSTEM SIZE: 20.40 kW AC

40 QCELLS Q.PEAK DUO XL-G10.3/BFG (480W) MODULES

(04) STRINGS OF 7 MODULES &
(02) STRINGS OF 6 MODULES

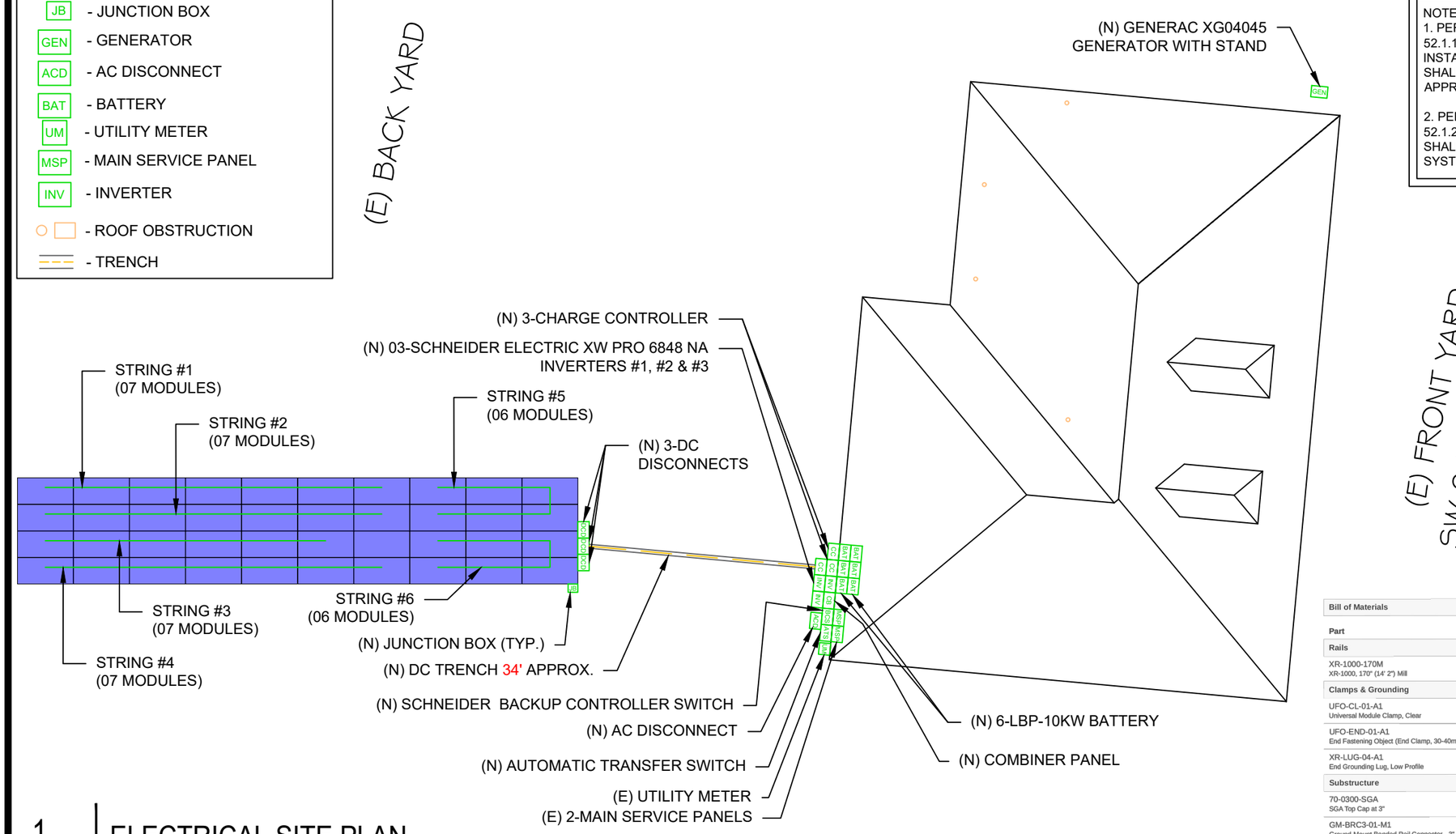
ELECTRICAL CERTIFICATION STATEMENT:
THE SUBJECT PV SYSTEM HAS BEEN DESIGNED TO MEET THE REQUIREMENTS OF THE 2020 NEC AND/OR THOSE SET FORTH BY THE FSEC CERTIFICATION, INCLUDING (AS APPLICABLE): THE MAXIMUM NUMBER OF MODULE STRINGS, THE MAXIMUM NUMBER OF MODULES PER STRING, MAXIMUM OUTPUT, MODULE MANUFACTURER AND MODEL NUMBER, AND INVERTER MANUFACTURER AND MODEL NUMBER. HB1021, WHICH AMENDED F.S. 377.705 IN 2017, REMOVED THE REQUIREMENT FOR DESIGNERS
TO HAVE THEIR SYSTEM DESIGNS CERTIFIED BY FSEC. THE LANGUAGE: " ... UNLESS OTHERWISE CERTIFIED BY AN ENGINEER LICENSED PURSUANT TO CHAPTER 471 USING THE STANDARDS CONTAINED IN THE MOST RECENT VERSION OF THE FLORIDA BUILDING CODE," ALLOWS LICENSED ENGINEERS TO DESIGN PV SYSTEMS INDEPENDENTLY, AS THEY DO IN ALL OTHER TRADES

LEGEND

- CP - COMBINER PANEL
- ATS - AUTOMATIC TRANSFER SWITCH
- DCD - DC DISCONNECT
- BCS - BACKUP CONTROLLER SWITCH
- CC - CHARGE CONTROLLER
- JB - JUNCTION BOX
- GEN - GENERATOR
- ACD - AC DISCONNECT
- BAT - BATTERY
- UM - UTILITY METER
- MSP - MAIN SERVICE PANEL
- INV - INVERTER
- ROOF OBSTRUCTION
- TRENCH

BILL OF MATERIALS

EQUIPMENT	QTY	DESCRIPTION
SOLAR PV MODULE	40	QCELLS Q.PEAK DUO XL-G10.3/BFG (480W) MODULES
INVERTER	03	SCHNEIDER ELECTRIC XW PRO 6848 NA INVERTERS
JUNCTION BOX	3	JUNCTION BOX 600V, NEMA 3R UL LISTED
BATTERY	06	LBP-10KW BATTERY
COMBINER PANEL	01	200A RATED COMBINER PANEL
TRANSFER SWITCH	01	200A RATED, KOHLER AUTOMATIC TRANSFER SWITCH
CONTROLLER	1	SCHNEIDER BACKUP CONTROLLER SWITCH (865-BCS-2200)
DC DISCONNECT	3	NON FUSIBLE, 30A, 3 WIRE, 3 POLE, 30HP, 600V DC DISCONNECT
CHARGE CONTROLLER	3	ELECTRIC MPPT PV OPTIMIZATION CHARGE CONTROLLER (100-600)
AC DISCONNECT	1	200A RATED FUSED AC DISCONNECT WITH 200A FUSES
BREAKER	3	60A/2P BREAKER
BREAKER	2	200A/2P BREAKER



NOTE:
1. PER FBC 2023 R328.8 & FLORIDA FIRE PREVENTION CODE 52.1.19.2 - STATIONARY STORAGE BATTERY SYSTEMS INSTALLED IN A LOCATION SUBJECT TO VEHICLE DAMAGE SHALL BE PROTECTED BY APPROVED BARRIERS. INSTALL APPROVED BARRIER(S) AS ACCEPTABLE TO AHJ.

2. PER FBC 2023 R328.7 & FLORIDA FIRE PREVENTION CODE 52.1.24 - AUTOMATIC SMOKE OR HEAT DETECTION SYSTEMS SHALL BE PROVIDED WHEN STATIONARY ENERGY STORAGE SYSTEMS ARE INSTALLED INDOORS.

Bill of Materials

Part	Spares	Qty
Rails		
XR-1000-170M XR-1000, 170" (14' 2") Mill	0	20
Clamps & Grounding		
UFO-CL-01-A1 Universal Module Clamp, Clear	0	60
UFO-END-01-A1 End Fastening Object (End Clamp, 30-40mm), Mill	0	40
XR-LUG-04-A1 End Grounding Lug, Low Profile	0	1
Substructure		
70-0300-SGA SGA Top Cap at 3"	0	14
GM-BRC3-01-M1 Ground Mount Bonded Rail Connector - 3"	0	40
GM-HSHW-01-M1 Hex Head Set Screw	0	42

1
E-01
ELECTRICAL SITE PLAN
SCALE: 1"=16'-0

1659

SOLAR HYBRID ELECTRIC
727-945-4456

SOLAR HYBRID ELECTRIC LLC
5006 SHAMROCK DRIVE,
NEW PORT RICHEY, FL 34652

REVISIONS		
DESCRIPTION	DATE	REV
DATE: 12/10/2025		

PROJECT NAME
WHELAN RESIDENCE
3590 SW 24TH AVENUE RD.,
OCALA, FL 34471

SHEET NAME
ELECTRICAL SITE PLAN & BOM

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
E-01

Signature with Seal

Docusign Envelope ID: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9

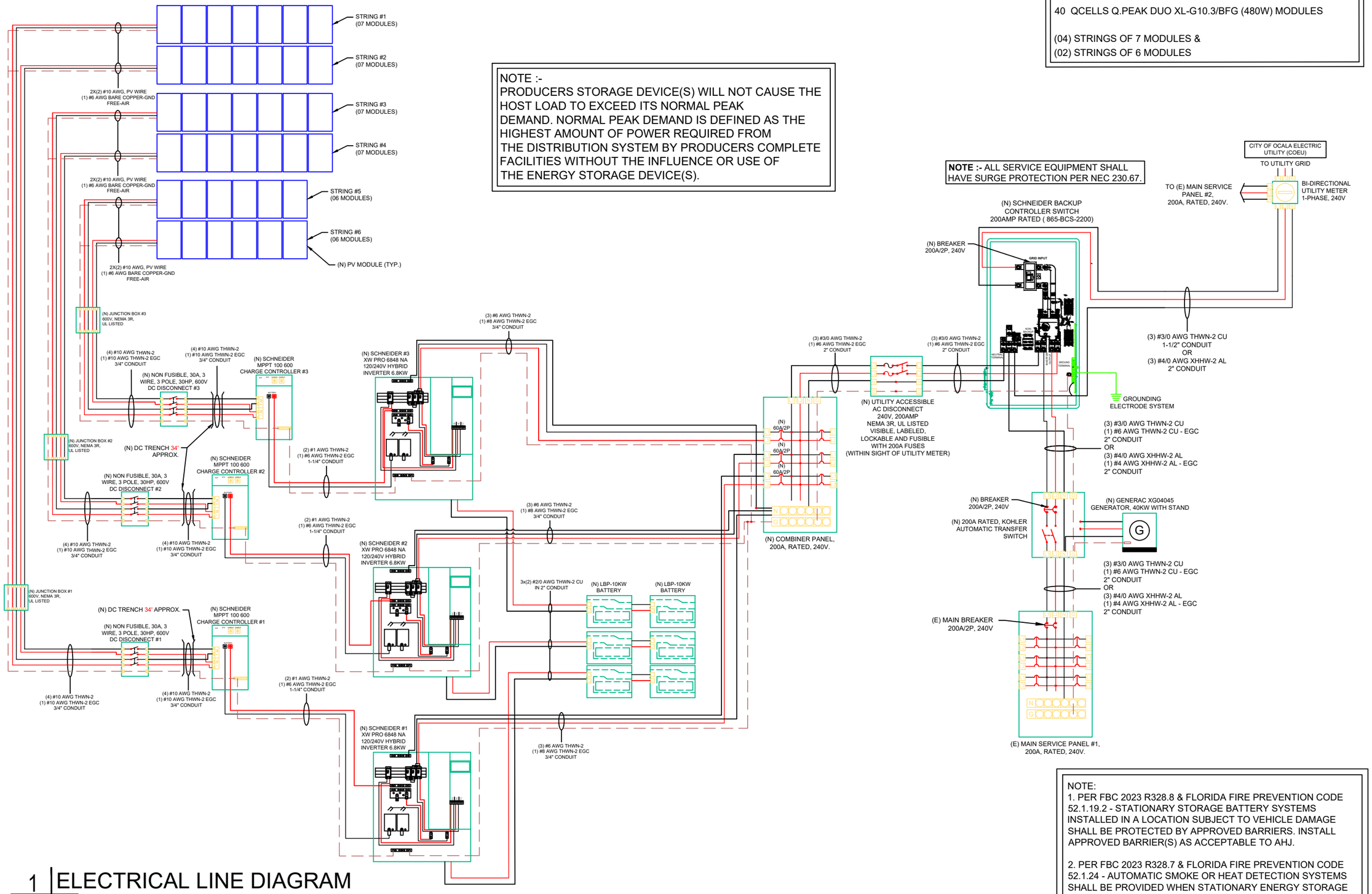
DC SYSTEM SIZE: 19.20 kW DC STC
AC SYSTEM SIZE: 20.40 kW AC

40 QCELLS Q.PEAK DUO XL-G10.3/BFG (480W) MODULES

(04) STRINGS OF 7 MODULES &
(02) STRINGS OF 6 MODULES

NOTE :-
PRODUCERS STORAGE DEVICE(S) WILL NOT CAUSE THE HOST LOAD TO EXCEED ITS NORMAL PEAK DEMAND. NORMAL PEAK DEMAND IS DEFINED AS THE HIGHEST AMOUNT OF POWER REQUIRED FROM THE DISTRIBUTION SYSTEM BY PRODUCERS COMPLETE FACILITIES WITHOUT THE INFLUENCE OR USE OF THE ENERGY STORAGE DEVICE(S).

NOTE :- ALL SERVICE EQUIPMENT SHALL HAVE SURGE PROTECTION PER NEC 230.67.



NOTE:
1. PER FBC 2023 R328.8 & FLORIDA FIRE PREVENTION CODE 52.1.19.2 - STATIONARY STORAGE BATTERY SYSTEMS INSTALLED IN A LOCATION SUBJECT TO VEHICLE DAMAGE SHALL BE PROTECTED BY APPROVED BARRIERS. INSTALL APPROVED BARRIER(S) AS ACCEPTABLE TO AHJ.

2. PER FBC 2023 R328.7 & FLORIDA FIRE PREVENTION CODE 52.1.24 - AUTOMATIC SMOKE OR HEAT DETECTION SYSTEMS SHALL BE PROVIDED WHEN STATIONARY ENERGY STORAGE SYSTEMS ARE INSTALLED INDOORS.

1 ELECTRICAL LINE DIAGRAM
E-02 SCALE: NTS

SOLAR HYBRID ELECTRIC
727-945-4456

SOLAR HYBRID ELECTRIC LLC
5006 SHAMROCK DRIVE,
NEW PORT RICHEY, FL 34652

1660

REVISIONS

DESCRIPTION	DATE	REV

DATE: 12/10/2025

PROJECT NAME

WHELAN RESIDENCE
3590 SW 24TH AVENUE RD.,
OCALA, FL 34471

SHEET NAME
ELECTRICAL LINE DIAGRAM

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
E-02

Signature with Seal

Docusign Envelope ID: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9

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XW Pro

6.8/8.5 kW Hybrid Inverter for North America

865-6848-21

The XW Pro hybrid inverter provides energy security for residential, small commercial and off-grid applications. With high power ratings and 2X surge capability, the XW Pro is reliable for backup power operation and off-grid loads. In addition, broad battery compatibility provides flexibility in system design. It can be used for solar and storage or backup power systems without solar.

Backup power performance

- Reliable operation of backup power and off-grid loads with a high overload power rating (2x)
- Seamless transition to backup power with an integrated high-speed transfer switch
- Grid and Generator input ports
- Field proven product quality and reliability, building on two decades of experience in solar and storage
- Easy whole-home backup with Schneider Electric Backup Control Switch

Flexible

- 120/240 V output with stacking capability up to 4 units
- Configurable for 120 V output for 3 phase systems
- Connects solar with Conext™ MPPT Charge Controllers or PV inverters for DC-coupled or AC-coupled systems
- Lithium ion and lead acid battery integration
- Grid tied and off-grid systems IEEE1547-2018, Rule 21, HECO Rule 14H and PREPA compliant

Easy to install

- AC Out port for backup loads
- Full ecosystem and accessories for single unit or scalable systems

solar.se.com

- ✓ 48V Li-ion and lead acid battery compatibility
- ✓ Compatible with Schneider Electric range of MPPT charge controllers
- ✓ Flexible solar and battery bank sizing
- ✓ InsightCloud and InsightMobile apps

Insight Energy Management

Technical Specifications

	XW Pro 6848 NA 120/240 V	XW Pro 6848 NA 120 V
Inverter AC Output (Standalone)		
Output power (continuous) at 25°C	6800 W	5760 W
Overload 30 min/60 sec at 25°C	8500 W/12000 W	7200 W/12000 W
Output power (continuous) at 40°C	6000 W	5760 W
Maximum output current 60 seconds (rms)	52 A (240 V)	104 A (120 V)
Output frequency	50/60 Hz	50/60 Hz
Output voltage	Split phase 120/240 V +/- 3%	120 V +/- 3%
Total harmonic distortion at rated power	< 5 %	< 5 %
Idle consumption search mode	< 8 W	< 8 W
Input DC voltage range	40 to 64 V (48 V nominal)	40 to 64 V (48 V nominal)
Maximum input DC current	180 A	180 A
Charger DC Output		
Maximum output charge current	140 A	120 A
Output charge voltage range	40 – 64 V (48 V nominal)	
Charge control	Three stage, two stage, boost, external BMS, custom	
Charge temperature compensation	Battery temperature sensor included	
Power factor corrected charging	0.98	
Compatible battery types	Flooded (default), Gel, AGM, Lithium ion, custom	
AC Input		
AC 1 (grid) input current (selectable limit)	3 – 60 A (60 A default)	3 – 60 A (60 A default)
AC 2 (generator) input current (selectable limit)	3 – 60 A (60 A default)	3 – 60 A (60 A default)
Automatic transfer relay rating/typical transfer time	60 A / 8 ms	60 A / 8 ms
AC input voltage limits (bypass/charge mode)	L-L: 156 - 280 V (240 V nominal)	L-N: 78 - 140 V (120 V nominal)
AC input frequency range (bypass/charge mode)	52 – 68 Hz (allowable)	52 – 68 Hz (allowable)
AC Grid-Tie Output		
Grid sell power	6000 W	5760 W
Grid sell current (selectable limit)	0 to 27 A (240 V)	0 to 48 A (120 V)
Efficiency		
Peak	96.1%	94.8%
CEC weighted efficiency	94.1%	93.6%
General Specifications		
Part number	865-6848-21	
Product/shipping weight	55.2 kg (121.7 lb)/ 76.7 kg (169.0 lb)	
Product dimensions (H x W x D)	58 x 41 x 23 cm (23 x 16 x 9 in)	
Shipping dimensions (H x W x D)	71.1 x 57.2 x 39.4 cm (28.0 x 22.5 x 15.5 in)	
IP degree of protection	NEMA Type 1 Indoor	
Operating air temperature range	-25°C to 70°C (-13°F to 158°F) (power derated above 25°C (77°F))	
Features		
System monitoring and network communications	Available (through Insight)	
Intelligent features	Grid sell, peak load shave, generator support, solar self-supply	
Auxiliary port	0 to 12 V, maximum 250 mA DC output, selectable triggers	
Off-grid AC coupling	Frequency shifting	
Regulatory Approval		
Safety	UL1741, CSA 107.1	
EMC directive	FCC and Industry Canada Class B	
Interconnect	IEEE 1547-2018, UL 1741-SA and SB, Rule 21, Rule 14H, PREPA, and CSA 107.1	
Compatible Products Part Numbers		
Power Distribution Panels	XW Mini PDP (865-1013-01), XW PDP (865-1015-01)	XW PDP without AC Breakers (865-1014-01), 60 A Three Phase Breaker Kit (865-1315-01)
MPPT Charge Controllers	MPPT 100 600 (865-1034), MPPT 80 600 (865-1032), MPPT 60 150 (865-1030-1)	
Monitoring	**Insight**Home (865-0330), **Insight**Facility (865-0335)	
Accessories	Automatic Generator Start (865-1060), Battery Monitor (865-1080-01), Configuration Tool (865-1155-01)	

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DS20230313_XW Pro UL.indd

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1661

SOLAR HYBRID ELECTRIC
727-945-4456

SOLAR HYBRID ELECTRIC LLC
5006 SHAMROCK DRIVE,
NEW PORT RICHEY, FL 34652

REVISIONS		
DESCRIPTION	DATE	REV

DATE: 12/10/2025

PROJECT NAME

WHELAN RESIDENCE
3590 SW 24TH AVENUE RD.,
OCALA, FL 34471

SHEET NAME
INVERTER DATA SHEET

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
DS-02

Signature with Seal

Docusign Envelope ID: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9

LITHIUM BATTERY POWER

LBP 52v 10kw - 192Ah

48Volt 9,954W Lithium Ion Battery

LBP's 48v 192Ah is a high-performing deep cycle, 48 volt battery, built on patented Lithium Iron Manganese Phosphate chemistry. The LBP48V192AH features a built-in automatic battery management system (BMS) that keeps the battery running at peak performance for maximizing cell cycle life. Custom designed, The LBP48V192AH is powerhouse for any application that currently uses a high energy demand needing to last for hours or even days of service. (Application Determined)

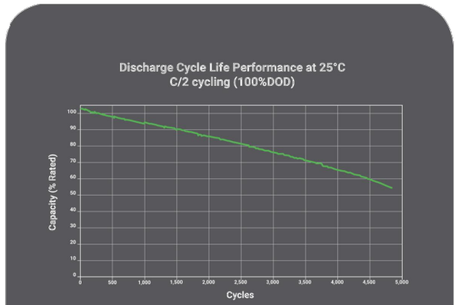
Overview

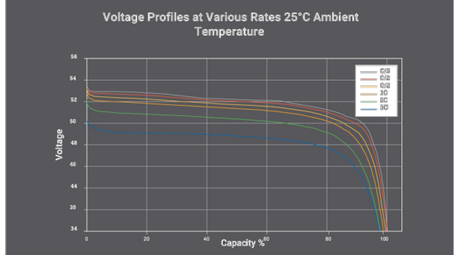
The LBP48V192AH is ideal for mission-critical, material handling or stationary - standby energy storage applications. The module's inherent safety, long cycle life, and zero maintenance offers end-users the assurance of 24/7 system uptime, while delivering significant cost-of-ownership over alternatives to lead acid by replacing with this reliable lithium ion solution performing with at least twice the run-time and <70% of the weight of similarly sized SLA batteries. The internal Battery Management System (BMS) operates seamlessly with any application. The battery system manages all battery module parameters in real-time.

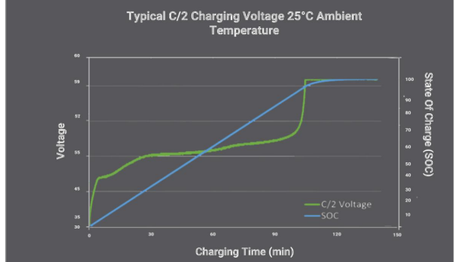
Features

- >3000 cycles at 80% DOD
- Create systems 10kW - 1000's of kW's
- Series and/or parallel operation
- Automatic system cell balancing
- Temperature monitoring
- Exceptional voltage stability
- Rugged mechanical design
- Maintenance-free
- No hydrogen generation or gassing
- **CAN interface for external BMS monitoring by LCD, PC Software, LIN, CAN Clusters**

Specifications		
Nominal Voltage		51.8 V
Nominal Capacity @ 1C		192AH
Charge Voltage		57.7V - 58.8V
Charge Current	Recommended	≤ 95 A
	Max Continuous[1]	100 A
Discharge Voltage Minimum		41.3 V
Discharge Current Max Continuous[1]		200 A
Pulse Current 5 Sec		550A
Weight		136.0 lb. / 61.7 kg
Dimensions L x W x H (including terminals)		36.75" x 19.75" x 4"
BCI Group Number		CUSTOM
Terminals, Female-threaded		Brass M10x1.25 OR 3/8-16
DC internal resistance (max)		>18.8 mΩ







Common Specifications

Operating Temperature	Charging: -10°C to 45°C Discharging: -20°C to 70°C
Storage Temperature	-40°C to 50°C
Operating Humidity	5% to 95%, non-condensing
Water/dust Resistance	IP54
Ingress Protection (IP) of Solids 5	Protected against harmful deposits of dust
Ingress Protection (IP) of Water 4	Protected from water spray from any direction
Certifications	UL 1642 (cells) FCC Class B, CE
Shipping Classification	UN 3480, Class 9 UN 38.3

Battery Management System

All LBP modules include a Battery Management System (BMS). The BMS maintains all the batteries charge/dis-change controls.

Parameters		Value
Voltage	Charging voltage cutoff	60.5±1%
Current	Maximal continuous charging current	≤120A
	Maximal continuous discharging current	≤200A
	Power consumption	<2.25W
Overcharge Protection	Over charge detection voltage	4.2V±0.025V
	Over charge detection delay time	0.96S~1.24S
	Over charge release voltage	4.0V±0.05V
Discharge Protection	Discharge cutoff voltage – Instant Recovery	2.75V±0.08V
Over Discharge Protection	*Over* discharge detection voltage	2.25V±0.08V
	Over discharge detection delay time	<180mS
	Over discharge release voltage	2.5V±0.1V
Short Circuit Protection	Detection condition	Exterior short circuit
	Detection delay time	230~500uS
	Release condition	Cut load, automatically recover
Temperature protection	Over temperature protection	75°C

www.LithiumBatteryPower.com

Headquarters / Sales
Lithium Battery Power
1916 Drew Street
Clearwater, Florida 33765
USA

Tel +1 (727) 223-9831
Fax +1 (727) 333-7296

Performance may vary depending on, but not limited to battery usage and application. If battery is used outside specifications, performance will diminish. All specifications are subject to change without notice. All information provided herein is believed, but not guaranteed, to be current and accurate.

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LBP48V192AH Datasheet
January 2019

1662

SOLAR HYBRID ELECTRIC
727-945-4456

SOLAR HYBRID ELECTRIC LLC
5006 SHAMROCK DRIVE,
NEW PORT RICHEY, FL 34652

REVISIONS		
DESCRIPTION	DATE	REV

DATE: 12/10/2025

PROJECT NAME
WHELAN RESIDENCE
3590 SW 24TH AVENUE RD.,
OCALA, FL 34471

SHEET NAME
BATTERY DATA SHEET

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
DS-03

Signature with Seal

Docusign Envelope ID: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9

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Backup Control Switch

Microgrid Interconnect Device for the XW Pro inverters

865-BCS-2200

Whole home or partial home backup made easy. When paired with Schneider Electric XW Pro inverters, the Backup Control Switch (BCS) automatically disconnects from the grid during an outage, allowing the system to provide backup power to the home.

The Backup Control Switch is used for larger XW Pro systems requiring up to 200 A rated MID or service entrance installation.

Flexible Installation

- Whole home backup or subpanel backup with up to 200 A rating
- Service entrance rated when installed with a main breaker
- Top or bottom entry for grid input
- Optional non-backup circuit, making it easy to backup an existing panel and remove select non-critical loads
- Configurable for export limiting with integrated meter

Reliable

- Fast 50 ms transfer from grid connected to backup power operation
- Reliable backup power and load starting performance with the compatible XW Pro inverters
- Connect up to 4 XW Pro inverters for up to 27 kW continuous and 48 kW peak backup power capability
- Outdoor rated enclosure
- 10 year limited warranty

solar.se.com

Compatible with XW Pro

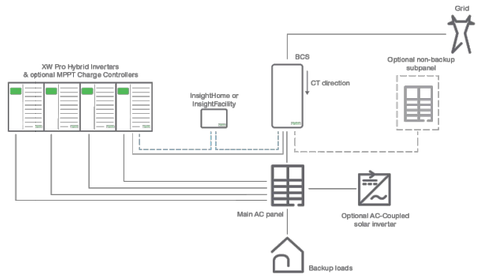
Full integration with Schneider Electric's solar & storage line of products, such as XW Pro hybrid inverters, MPPT charge controllers, and Insight Energy Management

Technical Specifications

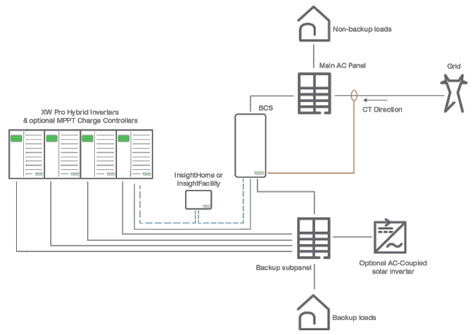
Backup Control Switch (BCS) 2200	
Electrical Specifications	
Nominal Voltage	120/240 VAC
Frequency	60 Hz
Phase	1 Ø
Max. current rating (mains)	200 A
Optional Main Breaker	100-200 A, 2 pole, 22 kA
Optional Accessories	
Main Breaker	Square D QOM2100VH, QOM2125VH, QOM2150VH, QOM2175VH, QOM2200VH
Non-Backup Breaker	Square D QOU Series, 60-125 A, 2 Pole
Top Entry Conduit Hub	Square D Series B Conduit Hub
Wiring	
Connection from Grid	4 AWG to 300 kcmil with top or bottom cable entry
Connection to Backup Loads	4 AWG to 300 kcmil with two sets of lugs
Connection to Non-Backup panel	12 AWG to 1/0 AWG with optional non-backup circuit breaker installed
General Specifications	
Part Number	865-BCS-2200
Regulatory approvals	UL 1741, UL 67, UL 869A, FCC part 15 class B Suitable for use as Service Equipment when Main AC Circuit Breaker is installed
Meter	Integrated import/export meter and CTs
Enclosure Type	NEMA Type 3R outdoor
Operating Temperature Range	-40–122°F (-40–50°C)*
Product Dimensions (H × W × D)	35 x 19 x 7 3/4" (889 x 485 x 196mm)
Shipping Dimensions (H × W × D)	40 ¾ × 25 ½ × 17 ½" (1035 × 645 × 440 mm)
Weight	30 lb (13.6 kg)
Compatible Products Part Numbers	
Hybrid Inverters	Up to Qty 4 XW Pro (865-6848-21)
Charge Controllers	MPPT 100 600 (865-1034), MPPT 80 600 (865-1032), MPPT 60 150 (865-1030-1)
Monitoring/Configuration	**Insight**Home (865-0330), **Insight**Facility (865-0335)

* Or as limited by compatible breaker temperature ratings

Whole Home Backup



Subpanel Backup



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DS20220712_BCS.indd

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1663

SOLAR HYBRID ELECTRIC
727-945-4456

SOLAR HYBRID ELECTRIC LLC
5006 SHAMROCK DRIVE,
NEW PORT RICHEY, FL 34652

REVISIONS		
DESCRIPTION	DATE	REV
DATE: 12/10/2025		

PROJECT NAME

WHELAN RESIDENCE
3590 SW 24TH AVENUE RD.,
OCALA, FL 34471

SHEET NAME
BACKUP CONTROL SWITCH DATA SHEET

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
DS-04

Signature with Seal

Docusign Envelope ID: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9

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MPPT PV Optimization

600 Vdc Solar Charge Controllers

6 kW MPPT 100 600 (Part Number 865-1034)
4.8 kW MPPT 80 600 (Part Number 865-1032)

The MPPT 80 and MPPT 100 600 Vdc Solar Charge Controllers optimize the power from PV arrays for DC coupled solar and storage installations, with easy, flexible installation.

Optimum System Performance

- High power, 600 Vdc MPPT PV optimization and battery charge control
- Flexibility for oversized PV array power ratings up to 8.5 kW with the MPPT 100 or 6.8 kW with the MPPT 80
- High efficiency from PV to battery to grid, ideal for the self-consumption of solar energy
- Black start batteries from solar, providing maximum energy resilience for longer duration grid outages
- Harvest more energy with shade tolerant fast sweep MPPT algorithm

Flexible

- Flexible string sizing with a wide MPPT and PV operating voltage range
- Compatible with XW Pro and SW series hybrid inverters for a complete grid tied or off grid solar and storage solution

Easy to Install

- 2 string installations and smaller wire sizing with 600 Vdc PV arrays, allowing faster, lower cost installations
- No need for a combiner box with DC breakers or fuses
- Easy to install PV disconnect and NEC 2017 compliant rapid shutdown transmitter with the MPPT Disconnect RS accessory, UL1741 PVRSS certified

Compatible with Insight Energy Management

- Setup and configuration
- Remote monitoring & control with advanced data security
- Web and mobile app
- Multi-site management for installers

Insight Energy Management

solar.se.com

Technical Specifications

	MPPT 80 600	MPPT 100 600
Electrical Specifications		
Max PV array open circuit voltage	600 V	600 V
MPPT voltage range	195 to 510 VDC	195 to 510 VDC
PV array operating voltage	195 to 550 V	195 to 550 V
Max. array short circuit current at STC	28 A	35 A
Max. input operating current	23 A	29 A
Max. output power	4800 W (nominal 48 V systems)	6000 W (nominal 48 V systems)
Nominal battery voltage	24 and 48 VDC	24 and 48 VDC
Battery voltage operating range	16 to 67 VDC	16 to 67 VDC
Max. output charge current	80 A	100 A
Charger regulation method	Three-stage (bulk, absorption, float) plus manual equalization Two-stage (bulk, absorption) plus manual equalization	
Supported battery types	Flooded, GEL, AGM, Lithium-ion, Custom	
Efficiency		
Max. power conversion efficiency	95% (nominal 48 V), 92% (nominal 24 V)	
General Specifications		
Power consumption, night time	< 1 W	
Battery temperature sensor	Included	
Auxiliary output	Dry contact switching up to 60 VDC, 30 VAC, 8 A	
Enclosure material	Enclosure material: Indoor, ventilated, aluminium sheet metal chassis	
Knockout dimensions	44.0 mm, 35.0 mm , 28.2 mm, and 22.2 mm knockouts for 1-1/4, 1, ¾, and ½ inch trade size fittings	
IP degree of protection	IP20	
Product weight	13.5 kg (29.8 lb)	
Shipping weight	20.4 kg (45 lb)	
Product dimensions (H x W x D)	76.0 × 22.0 × 22.0 cm (30.0 × 8.6 × 8.6 in)	
Shipping dimensions (H x W x D)	113.39 × 28.68 × 31.90 cm (44.64 × 11.29 × 12.56 in)	
Ambient air temperature for operation	-20 °C to 65 °C (-4 °F to 149 °F), power derating above 40 °C	
Storage temperature range	-40 °C to 85 °C (-40 °F to 185 °F)	
Operating altitude	Sea level to 2000 m (6562 ft)	
System network and remote monitoring	Available with Insight Energy Management	
Warranty	Please refer to our website, solar.se.com for the latest version of the warranty statement.	
Part number	865-1032	865-1034
Regulatory Approvals		
Safety	CSA certified (UL1741, CSA 107.1) and CE marked for the Low-voltage Directive (EN50178)	
EMC	FCC and Industry Canada (Class B), CE marked for the EMC Directive (EN61000-6-1, -6-3)	
Compatible Products List		
XW Pro hybrid inverter	XW Pro 6848 120/240 VAC (865-6848-21), XW Pro 8548 230 VAC 865-8548-55)	
XW+ hybrid inverter	XW+ 8548 230 VAC (865-8548-61)	
SW IEC (230 VAC)	SW 4024 230 VAC (865-4024-55), SW 4048 230 VAC (865-4048-55)	
SW UL (120/240 VAC)	SW 4024 120/240 VAC (865-4024-21), SW 4048 120/240 VAC (865-4048-21)	
XW Power Distribution Panels	865-1015-01, 865-1014-01	
XW Mini Power Distribution Panels	865-1013-01	
MPPT Disconnect RS and RS initiator Switch	865-1036, 865-1039	
Insight Energy Management	InsightHome (865-0330), InsightFacility (865-0335), Insight	
Conext Automatic Generator Start	865-1060-01	
Conext Battery Monitor	865-1080-01	

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DS20220511_MPPT 80 600 | MPPT 100 600.indd

Life Is On | Schneider Electric

SOLAR HYBRID ELECTRIC
727-945-4456

SOLAR HYBRID ELECTRIC LLC
5006 SHAMROCK DRIVE,
NEW PORT RICHEY, FL 34652

1664

REVISIONS

DESCRIPTION	DATE	REV

DATE: 12/10/2025

PROJECT NAME

WHELAN RESIDENCE
3590 SW 24TH AVENUE RD.,
OCALA, FL 34471

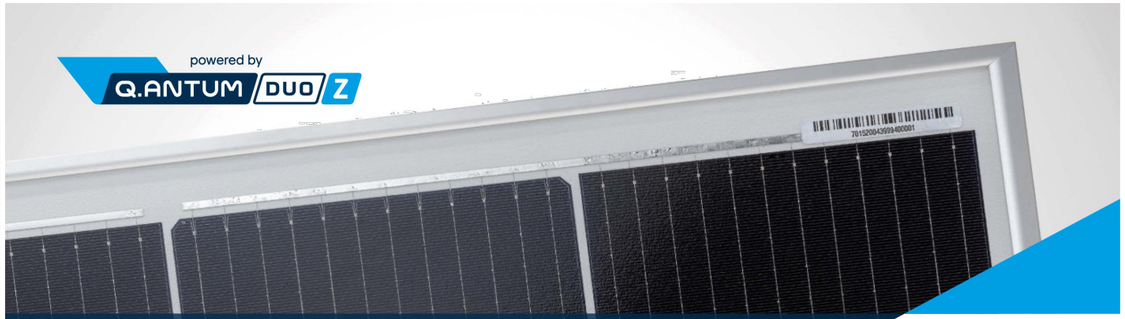
SHEET NAME
CHARGE CONTROLLER DATA SHEET

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
DS-05

Signature with Seal

Docusign Envelope ID: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9

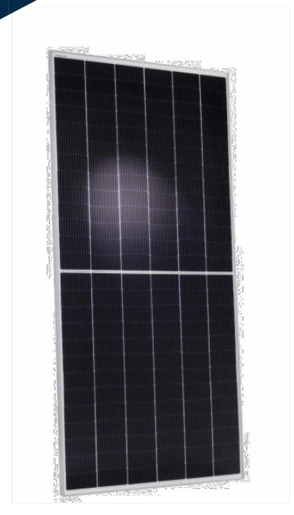


Q.PEAK DUO XL-G10.3 / BFG
475-490

BIFACIAL DOUBLE GLASS MODULE
WITH EXCELLENT RELIABILITY
AND ADDITIONAL YIELD

EUPD RESEARCH TOP BRAND PV MODULES EUROPE 2021

Q CELLS Yield Security



BIFACIAL ENERGY YIELD GAIN OF UP TO 20%
Bifacial Q.ANTUM solar cells with zero gap cell layout make efficient use of light shining on the module rear-side for radically improved LCOE.

LOW ELECTRICITY GENERATION COSTS
Q.ANTUM DUO Z combines cutting edge cell separation and innovative wiring with Q.ANTUM Technology for higher yield per surface area, lower BOS costs, higher power classes, and an efficiency rate of up to 21.4%.

INNOVATIVE ALL-WEATHER TECHNOLOGY
Optimal yields, whatever the weather with excellent low-light and temperature behavior.

ENDURING HIGH PERFORMANCE
Long-term yield security with Anti LID and Anti PID Technology[1], Hot-Spot Protect and Traceable Quality Tra.Q™.

FRAME FOR VERSATILE MOUNTING OPTIONS
High-tech aluminum alloy frame protects from damage, enables use of a wide range of mounting structures and is certified regarding IEC for high snow (5400 Pa) and wind loads (2400 Pa).

A RELIABLE INVESTMENT
Double glass module design enables extended lifetime with 12-year product warranty and improved 30-year performance warranty[2].

[1] APT test conditions according to IEC / TS 62804-1:2015 method B (−1500 V, 168 h) including post treatment according to IEC 61215-1-1 Ed. 2.0 (CD)
[2] See data sheet on rear for further information.

THE IDEAL SOLUTION FOR:

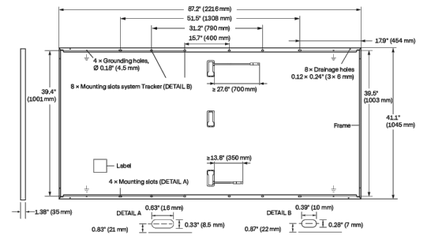
Ground-mounted solar power plants

Engineered in Germany

Q CELLS

MECHANICAL SPECIFICATION

Format	87.2 in × 41.1 in × 1.38 in (including frame) (2216 mm × 1045 mm × 35 mm)
Weight	64.2 lbs (29.1 kg)
Front Cover	0.08 in (2.0 mm) thermally pre-stressed glass with anti-reflection technology
Back Cover	0.08 in (2.0 mm) semi-tempered glass
Frame	Anodized aluminum
Cell	6 × 26 monocrystalline Q.ANTUM solar half cells
Junction Box	2.09-3.98 in × 1.26-2.36 in × 0.59-0.71 in (53-101 mm × 32-60 mm × 15-18 mm), IP67, with bypass diodes
Cable	4 mm² Solar cable; (+) ≥27.6 in (700 mm), (−) ≥13.8 in (350 mm)
Connector	Stäubli MC4, Stäubli MC4-Evo2, Hanwha Q CELLS HQC4, IP68



Drawing not to scale

ELECTRICAL CHARACTERISTICS

POWER CLASS			475		480		485		490	
MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC[1] AND BSTC[1] (POWER TOLERANCE +5 W / −0 W)				BSTC*		BSTC*		BSTC*		BSTC*
Minimum	Power at MPP[1]	P_{MPP} [W]	475	519.6	480	525.0	485	530.5	490	536.0
	Short Circuit Current[1]	I_{SC} [A]	11.08	12.12	11.12	12.17	11.16	12.21	11.20	12.26
	Open Circuit Voltage[1]	V_{OC} [V]	53.15	53.34	53.39	53.58	53.63	53.82	53.86	54.06
	Current at MPP	I_{MPP} [A]	10.55	11.54	10.59	11.58	10.63	11.63	10.67	11.67
	Voltage at MPP	V_{MPP} [V]	45.03	45.02	45.33	45.32	45.63	45.62	45.93	45.92
	Efficiency[1]	η [%]	≥20.5	≥22.4	≥20.7	≥22.7	≥20.9	≥22.9	≥21.2	≥23.1

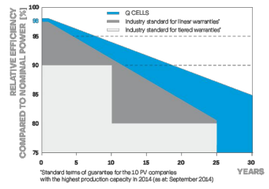
Bifaciality of P_{MPP} and I_{SC} 70% ±5% • Bifaciality given for rear side irradiation on top of STC (front side) • According to IEC 60904-1-2

[1] Measurement tolerances P_{MPP} ±3%; I_{SC}, V_{OC} ±5% at STC: 1000 W/m²; *at BSTC: 1000 W/m² + φ × 135 W/m², φ = 70% ± 5%, 25 ± 2 °C, AM 1.5 according to IEC 60904-3

MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMOT[2]						
Minimum	Power at MPP	P_{MPP} [W]	357.6	361.4	365.1	368.9
	Short Circuit Current	I_{SC} [A]	8.92	8.96	8.99	9.02
	Open Circuit Voltage	V_{OC} [V]	50.27	50.49	50.72	50.95
	Current at MPP	I_{MPP} [A]	8.30	8.34	8.37	8.40
	Voltage at MPP	V_{MPP} [V]	43.06	43.35	43.63	43.92

[2] 800 W/m², NMOT, spectrum AM 1.5

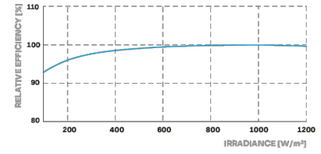
Q CELLS PERFORMANCE WARRANTY



At least 98% of nominal power during first year. Thereafter max. 0.45% degradation per year. At least 93.95% of nominal power up to 10 years. At least 84.95% of nominal power up to 30 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]	−0.27
Temperature Coefficient of P_{MPP}	γ	[%/K]	−0.34	Nominal Module Operating Temperature	NMOT	[°F]	108 ± 5.4 (42 ± 3 °C)

PROPERTIES FOR SYSTEM DESIGN

Maximum System Voltage V_{SYS}	[V]	1500	PV module classification	Class II
Maximum Series Fuse Rating	[A DC]	20	Fire Rating based on ANSI / UL 61730	TYPE 29[4]
Max. Design Load, Push / Pull[3]	[lbs/ft²]	75 (3600 Pa) / 33 (1600 Pa)	Permitted Module Temperature on Continuous Duty	−40 °F up to +185 °F (−40 °C up to +85 °C)
Max. Test Load, Push / Pull[3]	[lbs/ft²]	113 (5400 Pa) / 50 (2400 Pa)		

[3] See Installation Manual

[4] New Type is similar to Type 3 but with metallic frame

QUALIFICATIONS AND CERTIFICATES

UL 61730, CE-compliant,
IEC 61215:2016, IEC 61730:2016,
U.S. Patent No. 9,893,215
(solar cells);
Certification in process.

C Certified US UL 61730

CE

TÜVRheinland CERTIFIED www.tuv.com ID 1111202277

PACKAGING INFORMATION

Horizontal packaging	89.4 in 2270 mm	43.1 in 1095 mm	47.6 in 1210 mm	1975 lbs 896 kg	20 pallets	20 pallets	29 modules

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 America Inc.
400 Spectrum Center Drive, Suite 1400, Irvine, CA 92618, USA | **TEL** +1 949 748 59 96 | **EMAIL** inquiry@us.q-cells.com | **WEB** www.q-cells.us

Specifications subject to technical changes © **Q CELLS** Q.PEAK DUO XL-G10.3 / BFG_475-490_2021-08_Rev01_NA

1665

SOLAR HYBRID ELECTRIC
727-945-4456

SOLAR HYBRID ELECTRIC LLC
5006 SHAMROCK DRIVE,
NEW PORT RICHEY, FL 34652

REVISIONS		
DESCRIPTION	DATE	REV

DATE: 12/10/2025

PROJECT NAME

WHELAN RESIDENCE

3590 SW 24TH AVENUE RD.,
OCALA, FL 34471

SHEET NAME
MODULE DATA SHEET

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
DS-01

Signature with Seal

Certificate Of Completion

Envelope Id: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9
Status: Completed
Subject: FOR SIGNATURES - Net Metering Agreement - James Whelan - ELE/260745
Source Envelope:
Document Pages: 29
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: 5/11/2026 10:25:16 AM Viewed: 5/13/2026 11:44:45 AM Signed: 5/13/2026 12:12:36 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: 5/13/2026 12:12:38 PM Viewed: 5/13/2026 12:51:38 PM Signed: 5/13/2026 12:52:16 PM
Electronic Record and Signature Disclosure: Accepted: 5/13/2026 12:51:38 PM ID: b89e74af-e65e-4608-b623-6104c2bf3dc0		
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: 38.77.131.2	Sent: 5/13/2026 12:52:18 PM Viewed: 5/13/2026 1:20:59 PM Signed: 5/13/2026 1:21:07 PM
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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	5/11/2026 10:25:16 AM
Certified Delivered	Security Checked	5/13/2026 1:20:59 PM
Signing Complete	Security Checked	5/13/2026 1:21:07 PM
Completed	Security Checked	5/13/2026 1:21:07 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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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.

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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.

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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..

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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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- 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 / 260746

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: Maricela Caldero

Mailing Address: 2806 NW 4th Avenue

City: Ocala State: FL Zip Code: 34475

Phone Number: 352-484-4919 Alternate Phone Number: _____

Email Address: madonel182@gmail.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 555904-152547

2. RGS Facility Information

Facility Location: 2806 NW 4th Avenue Ocala, Fl. 34475

Ocala Electric Utility Customer Account Number: 555904-152547

RGS Manufacturer: Aptos Solar Technology

Manufacturer's Address: 3140 De La Cruz Blvd. STE200

Santa Clara, CA. 95054

Reference or Model Number: DNA-120-MF26 370W(23-Modules)

Serial Number: Enphase Microinverters-IQ8PLUS-72-2-US

(Continued on Sheet No.19.1)

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3. Facility Rating Information

Gross Power Rating: 7.23kWac ("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: 4/22/25

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)

Docusign Envelope ID: EB273738-ACBE-8172-83F0-E6B861044DD6

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: Maricela Caldero Date: 4-23-2025
(Print Name)

Maricela Caldero
(Signature)

Docusign Envelope ID: EB273738-ACBE-8172-83F0-E6B861044DD6

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 22nd day of April, 20 25, 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 Maricela Caldero, 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: 5/13/2026

Florida Municipal Power Agency

DocuSigned by:
By:
087F58EBB34B474...

Title: Chief Sys Ops & Tech Officer

Date: 5/13/2026

Customer

By: Maricela Caldero Date: 4-23-2025
(Print Name)

Maricela Caldero
(Signature)

Customer's City of Ocala Electric Utility Account Number: 555904-152547

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

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 22nd day of April, 20 25, by and between Maricela Caldero, (hereinafter called "**Customer**"), located at 2806 NW 4th Avenue 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: 2806 NW 4th Avenue Ocala, Fl. 34475.

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.

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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.

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(Continued from Sheet No. 21.3)

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.

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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)

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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)

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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.

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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)

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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: 5/13/2026

Customer:

By: Maricela Caldero
(Print Name)
Maricela Caldero
(Signature)

Date: 4-23-2025

City of Ocala Electric Utility Account Number:

555904-152547

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

Docusign Envelope ID: EB273738-ACBE-8172-83F0-E6B861044DD6

American Integrity Insurance Company of Florida
5426 Bay Center Drive, Suite 600
Tampa, FL 33609

POLICY NUMBER: AGH0193890

HOMEOWNERS POLICY DECLARATIONS

POLICY FORM: HO3
IMPORTANT PHONE NUMBERS:
Your Agency: (352) 307-6666
Customer Service: (866) 968-8390
Claims Reporting: (866) 277-9871

☐ New Issue ☐ Renewal ☒ Change

Policy Effective Date: 07/20/2025
Policy Expiration Date: 07/20/2026
12:01 a.m. STANDARD TIME at the residence premises

Change Effective: 09/17/2025
This replaces all previously issued policy declarations

INSURED NAME AND MAIL ADDRESS:
Martin Donell
Maricela Caldero
2806 NW 4th AVE
Ocala, FL 34475-2642

YOUR AMERICAN INTEGRITY AGENCY IS:
Wheeler Insurance Agency, LLC
10941 SE US Highway 441
Belleview, FL 34420-7821

Residence Premises covered by this policy is:
2806 NW 4th AVE, Ocala, FL 34475-2642
County: Marion

TOTAL ANNUAL POLICY PREMIUM:	**$2,962.70**
The Hurricane portion of the premium is:	$906.92
The non-Hurricane portion of the premium is:	$2,027.52

Insurance is provided only with respect to the following coverages for which a limit of liability and/or premium is specified, subject to all conditions of this policy. Based on the information available to us, the premium shown is the lowest we offer for which you qualify.

SECTION I – PROPERTY COVERAGES	LIMIT OF LIABILITY	PREMIUM
Coverage A – Dwelling	$312,000	$2,934.44
Coverage B – Other Structures	$6,240	Included
Coverage C – Personal Property	$156,000	Included
Coverage D – Loss of Use	$31,200	Included
Ordinance or Law: 25% of Coverage A	$78,000	Included

SECTION I – DEDUCTIBLES:
In case of a property loss, we only cover that part of the loss over the deductible(s) stated:

All Other Perils:	$1,000
Windstorm or Hail (Other Than Hurricane)	$1,000
HURRICANE: 2% of Coverage A	**$6,240**
Sinkhole:	Not Included

SECTION II – LIABILITY COVERAGES		
Coverage E - Personal Liability	$100,000	Included
Coverage F - Medical Payments to Others	$1,000	Included

OPTIONAL COVERAGES:	LIMIT OF LIABILITY	PREMIUM
Home Cyber Protection	$25,000	$31.17
Ordinance or Law	$78,000	Included

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PHOTOVOLTAIC ROOF MOUNT SYSTEM

23 MODULES-ROOF MOUNTED - 8.510 KW DC, 6.670 KW AC

2806 NW 4TH AVE, OCALA, FL 34475

PROJECT DATA

PROJECT ADDRESS	2806 NW 4TH AVE, OCALA, FL 34475
OWNER:	MARTIN DONELL
DESIGNER:	ESR

SCOPE: 8.510 KW DC ROOF MOUNT SOLAR PV SYSTEM WITH 23 APTOS SOLAR: DNA-120-MF26 370W PV MODULES WITH 23 ENPHASE IQ8PLUS-72-2-US MICROINVERTERS

AUTHORITIES HAVING JURISDICTION:
BUILDING: CITY OF OCALA
ZONING: CITY OF OCALA
UTILITY: CITY OF OCALA ELECTRIC UTILITY

SHEET INDEX

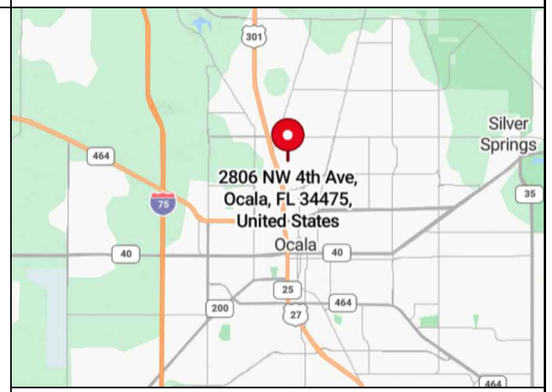
G001	COVER SHEET
E001	SITE PLAN
S001	ROOF PLAN AND MODULES
E002	ELECTRICAL PLAN
S002	STRUCTURAL DETAIL
E003	ELECTRICAL LINE DIAGRAM
E004	WIRING CALCULATIONS
E005	LABELS
E006	MICROINVERTER CHART
PD001+	EQUIPMENT SPECIFICATIONS

SIGNATURE

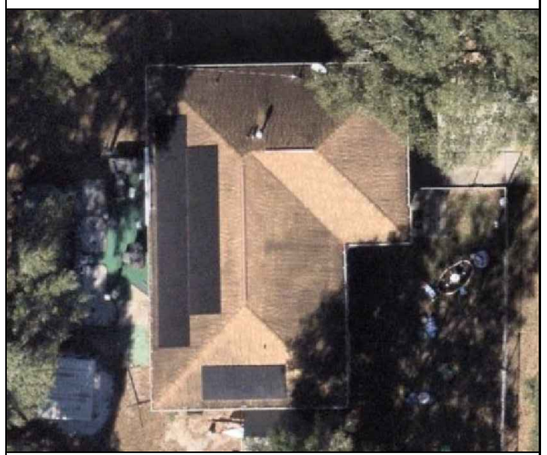
GENERAL NOTES

1. ALL COMPONENTS ARE UL LISTED AND NEC CERTIFIED, WHERE WARRANTED.
2. THE SOLAR PV SYSTEM WILL BE INSTALLED IN ACCORDANCE WITH ARTICLE 690 OF THE NEC 2020.
3. THE UTILITY INTERCONNECTION APPLICATION MUST BE APPROVED AND PV SYSTEM INSPECTED PRIOR TO PARALLEL OPERATION.
4. ALL CONDUCTORS OF A CIRCUIT, INCLUDING THE EGC, MUST BE INSTALLED IN THE SAME RACEWAY, OR CABLE, OR OTHERWISE RUN WITH THE PV ARRAY CIRCUIT CONDUCTORS WHEN THEY LEAVE THE VICINITY OF THE PV ARRAY.
5. WHERE METALLIC CONDUIT CONTAINING DC CONDUCTORS IS USED INSIDE THE BUILDING, IT SHALL BE IDENTIFIED AS "CAUTION: SOLAR CIRCUIT" EVERY 10FT.
6. HEIGHT OF THE AC DISCONNECT SHALL NOT EXCEED 6'-7" PER NEC CODE 240.24.
7. A GROUNDING ELECTRODE SYSTEM IN ACCORDANCE WITH NEC 2020 690.47 AND 250.50 THROUGH 60 AND 250-166 SHALL BE PROVIDED. PER NEC GROUNDING ELECTRODE SYSTEM OF EXISTING BUILDING MAY BE USED AND BONDED TO THE SERVICE ENTRANCE. IF EXISTING SYSTEM IS INACCESSIBLE OR INADEQUATE A SUPPLEMENTAL GROUNDING ELECTRODE WILL BE USED AT THE INVERTER LOCATION CONSISTING OF A UL LISTED 8 FT. GROUND ROD WITH ACORN CLAMP. GROUNDING ELECTRODE CONDUCTORS SHALL BE NO LESS THAN #8 AWG AND NO LARGER THAN #6 AWG COPPER AND BONDED TO THE EXISTING GROUNDING ELECTRODE TO PROVIDE FOR A COMPLETE SYSTEM.
8. PHOTOVOLTAIC MODULES ARE TO BE CONSIDERED NON-COMBUSTIBLE.
9. PHOTOVOLTAIC INSTALLATION WILL NOT OBSTRUCT ANY PLUMBING, MECHANICAL, OR BUILDING ROOF VENTS.
10. ALL WIRING MUST BE PROPERLY SUPPORTED BY DEVICES OR MECHANICAL MEANS DESIGNED AND LISTED FOR SUCH USE. WIRING MUST BE PERMANENTLY AND COMPLETELY HELD OFF THE ROOF SURFACE.
11. ALL SIGNAGE TO BE PLACED IN ACCORDANCE WITH THE LOCAL BUILDING CODE. IF EXPOSED TO SUNLIGHT, IT SHALL BE UV RESISTANT. ALL PLAQUES AND SIGNAGE WILL BE INSTALLED AS REQUIRED BY THE NEC AND AHJ.
12. INVERTER(S) USED IN UNGROUNDED SYSTEM SHALL BE UL 1741 LISTED.
13. THE INSTALLATION OF EQUIPMENT AND ALL ASSOCIATED WIRING AND INTERCONNECTION SHALL BE PERFORMED ONLY BY QUALIFIED PERSONS [NEC 690.4(C)]
14. ALL OUTDOOR EQUIPMENT SHALL BE NEMA 3R RATED (OR BETTER), INCLUDING ALL ROOF MOUNTED TRANSITION BOXES AND SWITCHES.
15. ALL EQUIPMENT SHALL BE PROPERLY GROUNDED AND BONDED IN ACCORDANCE WITH NEC ARTICLE 250.
16. SYSTEM GROUNDING SHALL BE IN ACCORDANCE WITH NEC 690.41.
17. PV SYSTEM CIRCUITS INSTALLED ON OR IN BUILDINGS SHALL INCLUDE A RAPID SHUTDOWN FUNCTION IN ACCORDANCE WITH NEC 690.12
18. DISCONNECTING MEANS SHALL BE LOCATED IN A VISIBLE, READILY ACCESSIBLE LOCATION WITHIN THE PV SYSTEM EQUIPMENT OR A MAXIMUM OF 10 FEET AWAY FROM THE SYSTEM [NEC 690.13(A)]
19. ALL WIRING METHODS SHALL BE IN ACCORDANCE WITH NEC 690.31
20. WORK CLEARANCES AROUND ELECTRICAL EQUIPMENT WILL BE MAINTAINED PER NEC 110.26(A)(1), 110.26(A)(2) AND 110.26(A)(3).
21. ROOFTOP MOUNTED PHOTOVOLTAIC PANELS AND MODULES SHALL BE TESTED, LISTED & IDENTIFIED IN ACCORDANCE WITH UL1703
22. ELECTRICAL CONTRACTOR TO PROVIDE CONDUIT EXPANSION JOINTS AND ANCHOR CONDUIT RUNS AS REQUIRED PER NEC.
23. IN ACCORDANCE WITH 2021 IFC 1205.5, 2018 IFC 1204.4, AND 2015 IFC 605.11.2 A CLEAR, BRUSH-FREE AREA OF 10 FEET(3048 MM) SHALL BE REQUIRED FOR GROUND-MOUNTED PHOTOVOLTAIC ARRAYS.
24. PANEL LAYOUT ORIENTATION IS SUBJECT TO CHANGE ON DESIGNED MOUNTING PLANES.

VICINITY MAP



HOUSE PHOTO



CODE REFERENCES

PROJECT TO COMPLY WITH THE FOLLOWING:

FLORIDA RESIDENTIAL CODE, 8TH EDITION 2023 (FRC)
FLORIDA PLUMBING CODE, 8TH EDITION 2023 (FPC)
FLORIDA BUILDING CODE, 8TH EDITION 2023 (FBC)
FLORIDA MECHANICAL CODE, 8TH EDITION 2023 (FMC)
2020 NATIONAL ELECTRICAL CODE
FLORIDA FIRE PREVENTION CODE, 8TH EDITION 2023 (FFPC)

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License #CCC1332396

REVISIONS		
DESCRIPTION	DATE	REV
INITIAL DESIGN	04/01/2025	

RICHARD PANTEL LICENSE No. 73222 STATE OF FLORIDA PROFESSIONAL ENGINEER

Reviewed and approved
Richard Pantel, P.E.
FL Lic. No. 73222
04/04/2025

PROJECT NAME & ADDRESS

MARTIN DONELL RESIDENCE
2806 NW 4TH AVE, OCALA, FL 34475

DRAWN BY
ESR

SHEET NAME
COVER SHEET

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
G001

1626

Docusign Envelope ID: EB273738-ACBE-8172-83F0-E6B861044DD6

DC SYSTEM SIZE: 23 x 370 = 8.510KW DC
AC SYSTEM SIZE: 23 x 290 = 6.670KW AC

(23) APTOS SOLAR: DNA-120-MF26 370W MONO MODULES WITH
(23) ENPHASE IQ8PLUS-72-2-US (240) MICROINVERTERS

(1) CIRCUIT OF 12 MODULES AND
(1) CIRCUIT OF 11 MODULES ARE CONNECTED IN PARALLEL

INSTRALLER / ELECTRICAN NOTE:
EC IS TO MEASURE VOLTAGE BEFORE WORK. IF RESULT IS ANY OTHER VOLTAGE MEASURED THAN 120/ 240 V IS OBSERVED . DO NOT PROCCED CONTACT ENGINEER

INTERCONNECTION NOTES:
1. INTERCONNECTION SIZING, LIMITATIONS AND COMPLIANCE DETERMINED IN ACCORDANCE WITH [NEC 705.12], AND [NEC 690.59].
2. GROUND FAULT PROTECTION IN ACCORDANCE WITH [NEC 215.9], [NEC 230.95].
3. ALL EQUIPMENT TO BE RATED FOR BACKFEEDING.
4. PV BREAKER TO BE POSITIONED AT THE OPPOSITE END OF THE BUSBAR RELATIVE TO THE MAIN BREAKER.

DISCONNECT NOTES:
1. DISCONNECTING SWITCHES SHALL BE WIRED SUCH THAT WHEN THE SWITCH IS OPENED THE CONDUCTORS REMAINING LIVE ARE CONNECTED TO THE TERMINALS MARKED “LINE SIDE” (TYPICALLY THE UPPER TERMINALS)
2. AC DISCONNECT MUST BE ACCESSIBLE TO QUALIFIED UTILITY PERSONNEL, BE LOCKABLE, AND BE A VISIBLE-BREAK SWITCH
3. DISCONNECT MEANS AND THEIR LOCATION SHALL BE IN ACCORDANCE WITH [NEC 225.31] AND [NEC 225.32].

GROUNDING & GENERAL NOTES:
1. **GROUNDING ELECTRODES AND GROUNDING ELECTRODE CONDUCTORS.** ADDITIONAL GROUNDING ELECTRODES SHALL BE PERMITTED TO BE INSTALLED IN ACCORDANCE WITH 250.52 AND 250.54.GROUNDING ELECTRODES SHALL BE PERMITTED TO BE CONNECTED DIRECTLY TO THE PV MODULE FRAME(S) OR SUPPORT STRUCTURE PER [NEC 690.47(B)]
2. PV INVERTER IS UNGROUNDED, TRANSFORMER-LESS TYPE.
3. DC GEC AND AC EGC TO REMAIN UNSPLICED, OR SPLICED TO EXISTING ELECTRODE
4. ANY EXISTING WIRING INVOLVED WITH PV SYSTEM CONNECTION THAT IS FOUND TO BE INADEQUATE PER CODE SHALL BE CORRECTED PRIOR TO FINAL INSPECTION.
5. SOLADECK QUANTITIES, AND PLACEMENT SUBJECT TO CHANGE IN THE FIELD - SOLADECK DEPICTED ON ELECTRICAL DIAGRAM REPRESENT WIRE TYPE TRANSITIONS.
6. AC DISCONNECT NOTED IN EQUIPMENT SCHEDULE OPTIONAL IF OTHER AC DISCONNECTING MEANS IS LOCATED WITHIN 10' OF SERVICE DISCONNECT.
7. RACEWAYS AND CABLES EXPOSED TO SUNLIGHT ON ROOFTOPS SHOULD BE INSTALLED MORE THAN 7/8" ABOVE THE ROOF USING CONDUIT SUPPORTS.
8. ALL NEW SERVICE INSTALLATIONS AND REPLACEMENTS REQUIRE A SURGE-PROTECTIVE DEVICE (SPD) IN ACCORDANCE WITH [NEC 230.67]. THE SPD SHALL BE TYPE 1 OR TYPE 2 AND IS REQUIRED TO BE AN INTEGRAL PART OF THE SERVICE EQUIPMENT OR LOCATED IMMEDIATELY ADJACENT THERETO.

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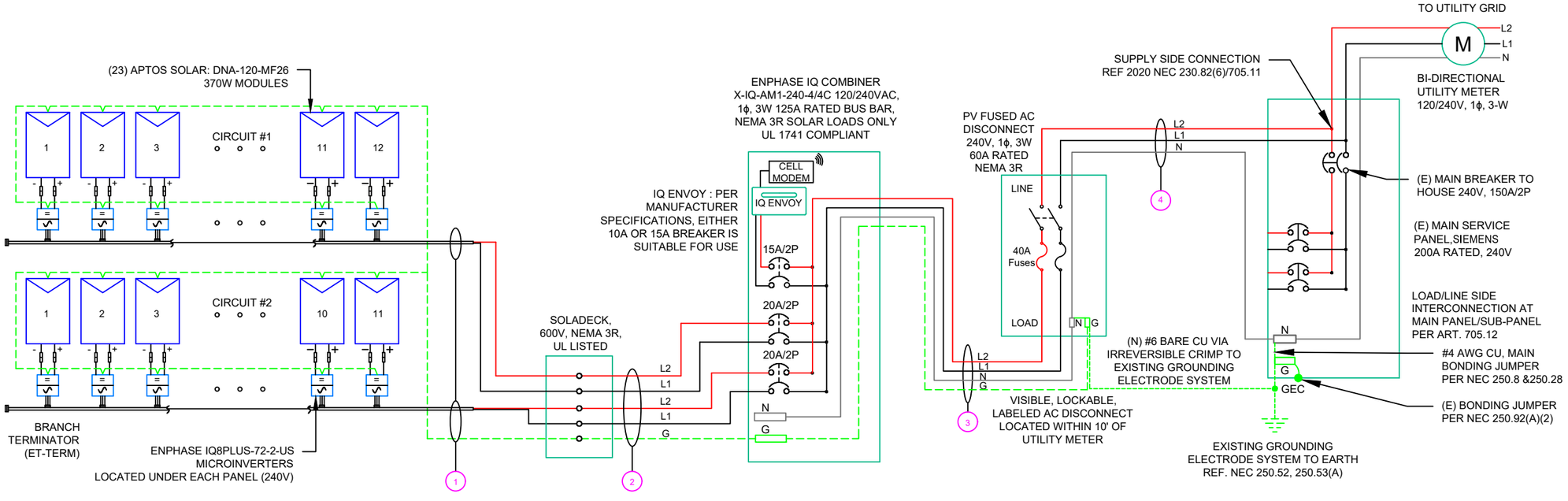

	QTY	CONDUCTOR INFORMATION		CONDUIT TYPE	CONDUIT SIZE
1	(4)	CU#12AWG -	ENPHASE ENGAGE CABLE (L1 & L2 NO NEUTRAL)	N/A	N/A
	(1)	CU#10AWG -	BARE COPPER IN FREE AIR		
2	(4)	CU#10AWG -	THWN-2 L1 &L2	EMT, ENT OR LFMC IN ATTIC	3/4"
	(1)	CU #10AWG -	CU,THWN-2 GND		
3	(2)	CU #8AWG -	THWN-2 L1 &L2	EMT, LFMC OR PVC	3/4"
	(1)	CU #8AWG -	CU,THWN-2 N		
	(1)	CU #10AWG -	CU,THWN-2 GND		
4	(2)	CU #6AWG -	THWN-2 L1 &L2	EMT, LFMC OR PVC	3/4"
	(1)	CU #6AWG -	CU,THWN-2 N		

NOTE : "CONDUIT SIZE IS MINIMUM REQUIRED PER NEC300.17. CONTRACTOR MAY UPSIZE AS NEEDED".

1 ELECTRICAL LINE DIAGRAM
E003 SCALE: NTS

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info@revelhomeservice.com
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REVISIONS

DESCRIPTION	DATE	REV
INITIAL DESIGN	04/01/2025	

RICHARD PANTEL LICENSE PROFESSIONAL ENGINEER No. 73222 STATE OF FLORIDA

Reviewed and approved
Richard Pantel, P.E.
FL Lic. No. 73222
04/04/2025

PROJECT NAME & ADDRESS
MARTIN DONELL RESIDENCE
2806 NW 4TH AVE, OCALA, FL 34475

DRAWN BY
ESR

SHEET NAME
ELECTRICAL LINE DIAGRAM

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
E003

1627

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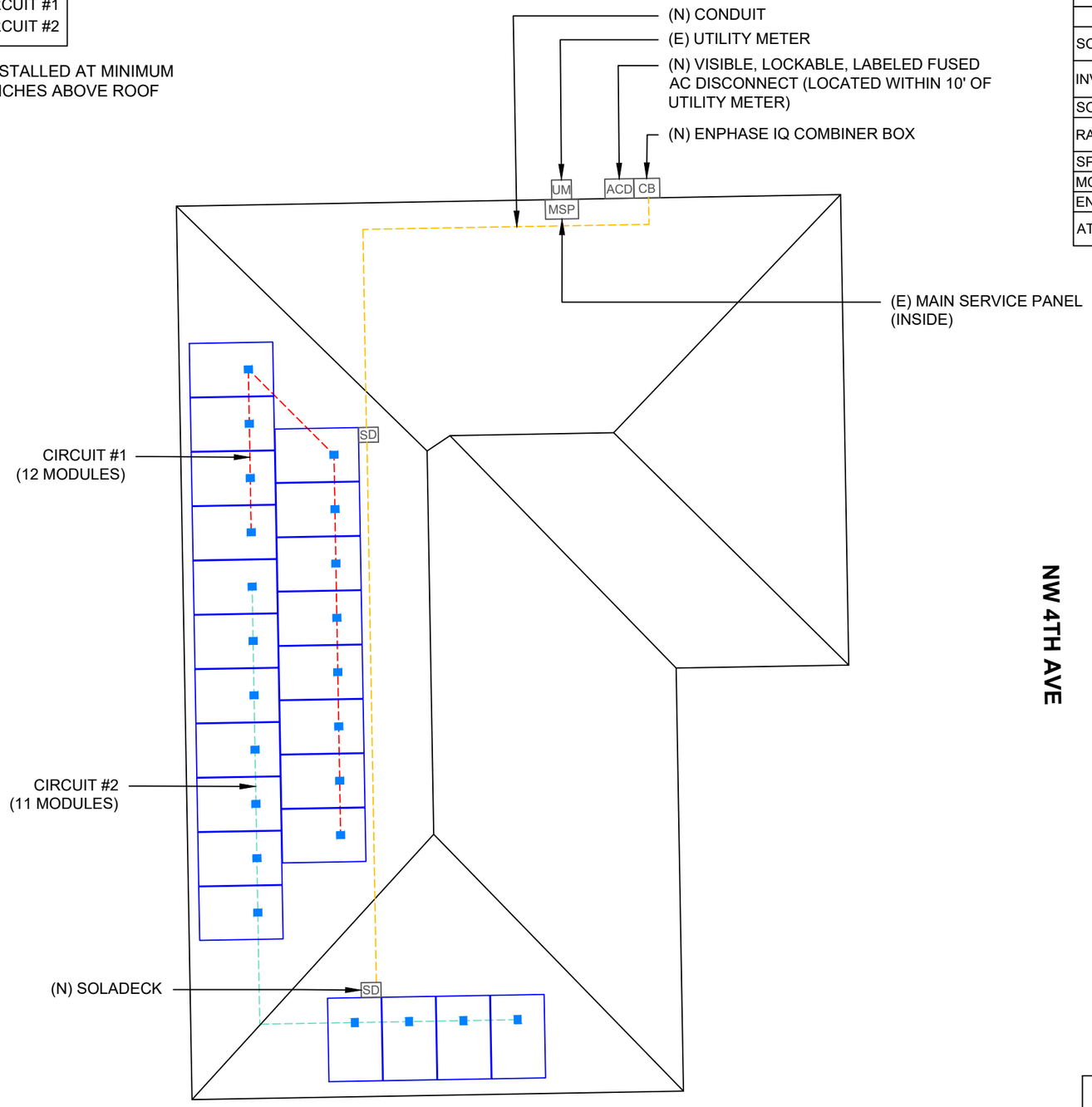
CIRCUIT LEGENDS
CIRCUIT #1
CIRCUIT #2

NOTE : CONDUIT INSTALLED AT MINIMUM DISTANCE OF 7/8 INCHES ABOVE ROOF



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BILL OF MATERIALS

EQUIPMENT	QTY	DESCRIPTION
SOLAR PV MODULES	23	APTOS SOLAR: DNA-120-MF26 370W
INVERTER	23	IQ8PLUS-72-2-US MICROINVERTERS
SOLADECK	2	SOLADECKS
RAILS	12	EVEREST K2 SYSTEMS CROSSRAIL 44-X
SPLICE	6	SPLICE KIT
MODULE CLAMPS	40	MID MODULE CLAMPS
END CLAMPS	12	END CLAMPS / STOPPER SLEEVE
ATTACHMENTS	46	EVEREST K2 SYSTEMS SPLICE FOOT XL ATTACHMENTS

LEGEND

- CB - COMBINER BOX
- ACD - AC DISCONNECT
- UM - UTILITY METER
- MSP - MAIN SERVICE PANEL
- JB - JUNCTION BOX
- CONDUIT
- MICRO INVERTER

1 ELECTRICAL PLAN
E002 SCALE: 1/8" = 1'-0"

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SHEET NAME
ELECTRICAL PLAN

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
E002

1628

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ENPHASE

DATA SHEET

IQ8 and IQ8+ Microinverters

Our newest IQ8 Microinverters are the industry's first microgrid-forming, software-defined microinverters with split-phase power conversion capability to convert DC power to AC power efficiently. The brain of the semiconductor-based microinverter is our proprietary application-specific integrated circuit (ASIC), which enables the microinverter to operate in grid-tied or off-grid modes. This chip is built using advanced 55-nm technology with high-speed digital logic and has superfast response times to changing loads and grid events, alleviating constraints on battery sizing for home energy systems.

Part of the Enphase Energy System, IQ8 Series Microinverters integrate with the IQ Battery, IQ Gateway, and the Enphase App monitoring and analysis software.

Enphase 25 year limited warranty

IQ8 Series Microinverters redefine reliability standards with more than one million cumulative hours of power-on testing, enabling an industry-leading limited warranty of up to 25 years.

Connect PV modules quickly and easily to IQ8 Series Microinverters using the included Q-DCC-2 adapter cable with plug-and-play MC4 connectors.

CERTIFIED SAFETY

IQ8 Series Microinverters are UL Listed as PV rapid shutdown equipment and conform with various regulations, when installed according to the manufacturer's instructions.

*Meets UL 1741 only when installed with IQ System Controller 2 or 3.
**IQ8 and IQ8+ support split-phase, 240 V installations only.

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Easy to install

- Lightweight and compact with plug-and-play connectors
- Power line communication (PLC) between components
- Faster installation with simple two-wire cabling

High productivity and reliability

- Produce power even when the grid is down*
- More than one million cumulative hours of testing
- Class II double-insulated enclosure
- Optimized for the latest high-powered PV modules

Microgrid-forming

- Compliant with the latest advanced grid support**
- Remote automatic updates for the latest grid requirements
- Configurable to support a wide range of grid profiles
- Meets CA Rule 21 (UL 1741-SA) and IEEE 1547:2018 (UL 1741-SB)

NOTE:

- IQ8 Microinverters cannot be mixed with previous generations of Enphase microinverters (IQ7 Series, IQ6 Series, and so on) in the same system.
- IQ Microinverters ship with default settings that meet North America's IEEE 1547 interconnection standard requirements. Region-specific adjustments may be requested by an Authority Having Jurisdiction (AHJ) or utility representative according to the IEEE 1547 interconnection standard. An IQ Gateway is required to make these changes during installation.

IQ8 and IQ8+ Microinverters

INPUT DATA (DC)	UNITS	IQ8-60-2-US	IQ8PLUS-72-2-US
Commonly used module pairings[1]	W	235–350	235–440
Module compatibility	–	To meet compatibility, PV modules must be within maximum input DC voltage and maximum module I_{sc} listed below. Module compatibility can be checked at https://enphase.com/installers/microinverters/calculator.	
MPPT voltage range	V	27–37	27–45
Operating range	V	16–48	16–58
Minimum/Maximum start voltage	V	22/48	22/58
Maximum input DC voltage	V	50	60
Maximum continuous input DC current	A	10	12
Maximum input DC short-circuit current	A	25	
Maximum module (I_{sc})	A	20	
Overvoltage class DC port	–	II	
DC port backfeed current	mA	0	
PV array configuration	–	Ungrounded array; no additional DC side protection required; AC side protection requires maximum 20 A per branch circuit.	
OUTPUT DATA (AC)	**UNITS**	**IQ8-60-2-US**	**IQ8PLUS-72-2-US**
Peak output power	VA	245	300
Maximum continuous output power	VA	240	290
Nominal grid voltage (L-L)	V	240, split-phase (L-L), 180°	
Minimum and Maximum grid voltage[2]	V	211-264	
Maximum continuous output current	A	1.0	1.21
Nominal frequency	Hz	60	
Extended frequency range	Hz	47–68	
AC short-circuit fault current over three cycles	Arms	2	
Maximum units per 20 A (L-L) branch circuit[3]	–	16	13
Total harmonic distortion	%	<5	
Overvoltage class AC port	–	III	
AC port backfeed current	mA	30	
Power factor setting	–	1.0	
Grid-tied power factor (adjustable)	–	0.85 leading ... 0.85 lagging	
Peak efficiency	%	97.7	
CEC weighted efficiency	%	97	
Nighttime power consumption	mW	23	25
MECHANICAL DATA			
Ambient temperature range		-40°C to 60°C (-40°F to 140°F)	
Relative humidity range		4% to 100% (condensing)	
DC connector type		MC4	
Dimensions (H × W × D)		212 mm (8.3 in) × 175 mm (6.9 in) × 30.2 mm (1.2 in)	
Weight		1.08 kg (2.38 lbs)	
Cooling		Natural convection–no fans	
Approved for wet locations		Yes	
Pollution degree		PD3	
Enclosure		Class II double-insulated, corrosion-resistant polymeric enclosure	
Environmental category/UV exposure rating		NEMA Type 6/Outdoor	

(1) No enforced DC/AC ratio.
(2) Nominal voltage range can be extended beyond nominal if required by the utility.
(3) Limits may vary. Refer to local requirements to define the number of microinverters per branch in your area.

1629

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PROJECT NAME & ADDRESS

MARTIN DONELL RESIDENCE

2806 NW 4TH AVE, OCALA, FL 34475

DRAWN BY
ESR

SHEET NAME
INVERTER DATASHEET

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
PD002

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Data Sheet
Enphase Networking

IQ Combiner 4/4C

X-IQ-AM1-240-4C
X2-IQ-AM1-240-4C (IEEE 1547:2018)

X-IQ-AM1-240-4
X2-IQ-AM1-240-4 (IEEE 1547:2018)

The **IQ Combiner 4/4C** with IQ Gateway and integrated LTE-M1 cell modem (included only with IQ Combiner 4C) consolidates interconnection equipment into a single enclosure. It streamlines IQ Microinverters and storage installations by providing a consistent, pre-wired solution for residential applications. It offers up to four 2-pole input circuits and Eaton BR series busbar assembly.

Smart

- Includes IQ Gateway for communication and control
- Includes Mobile Connect cellular modem (CELLMODEM-M1-06-SP-05), included only with IQ Combiner 4C
- Includes solar shield to match Enphase IQ Battery aesthetics and deflect heat
- Supports Wi-Fi, Ethernet, or cellular connectivity
- Optional AC receptacle available for PLC bridge
- Provides production metering and consumption monitoring

Simple

- Mounts on single stud with centered brackets
- Supports bottom, back and side conduit entry
- Allows up to four 2-pole branch circuits for 240VAC plug-in breakers (not included)
- 80A total PV or storage branch circuits

Reliable

- Durable NRTL-certified NEMA type 3R enclosure
- Five-year limited warranty
- Two years labor reimbursement program coverage included for both the IQ Combiner SKU's
- UL listed
- X2-IQ-AM1-240-4 and X2-IQ-AM1-240-4C comply with IEEE 1547:2018 (UL 1741-SB, 3rd Ed.)

UL LISTED

To learn more about Enphase offerings, visit **enphase.com**
IQ-C-4-4C-DS-0103-EN-US-12-29-2022

ENPHASE

IQ Combiner 4/4C

MODEL NUMBER	
IQ Combiner 4 X-IQ-AM1-240-4 X2-IQ-AM1-240-4 (IEEE 1547:2018)	IQ Combiner 4 with IQ Gateway printed circuit board for integrated revenue grade PV production metering (ANSI C12.20 ± 0.5%) and consumption monitoring (± 2.5%). Includes a silver solar shield to match the IQ Battery and IQ System Controller 2 and to deflect heat.
IQ Combiner 4C X-IQ-AM1-240-4C X2-IQ-AM1-240-4C (IEEE 1547:2018)	IQ Combiner 4C with IQ Gateway printed circuit board for integrated revenue grade PV production metering (ANSI C12.20 ± 0.5%) and consumption monitoring (± 2.5%). Includes Mobile Connect cellular modem (CELLMODEM-M1-06-SP-05), a plug-and-play industrial-grade cell modem for systems up to 60 microinverters. (Available in the US, Canada, Mexico, Puerto Rico, and the US Virgin Islands, where there is adequate cellular service in the installation area.) Includes a silver solar shield to match the IQ Battery and IQ System Controller and to deflect heat.
ACCESSORIES AND REPLACEMENT PARTS	(not included, order separately)
Supported microinverters	IQ6, IQ7, and IQ8. (Do not mix IQ6/7 Microinverters with IQ8)
Communications Kit COMMS-CELLMODEM-M1-06 CELLMODEM-M1-06-SP-05 CELLMODEM-M1-06-AT-05	- Includes COMMS-KIT-01 and CELLMODEM-M1-06-SP-05 with 5-year Sprint data plan - 4G based LTE-M1 cellular modem with 5-year Sprint data plan - 4G based LTE-M1 cellular modem with 5-year AT&T data plan
Circuit Breakers BRK-10A-2-240V BRK-15A-2-240V BRK-20A-2P-240V BRK-15A-2P-240V-B BRK-20A-2P-240V-B	Supports Eaton BR210, BR215, BR220, BR230, BR240, BR250, and BR260 circuit breakers. Circuit breaker, 2 pole, 10A, Eaton BR210 Circuit breaker, 2 pole, 15A, Eaton BR215 Circuit breaker, 2 pole, 20A, Eaton BR220 Circuit breaker, 2 pole, 15A, Eaton BR215B with hold down kit support Circuit breaker, 2 pole, 20A, Eaton BR220B with hold down kit support
XA-SOLARSHIELD-ES	Replacement solar shield for IQ Combiner 4/4C
XA-PLUG-120-3	Accessory receptacle for Power Line Carrier in IQ Combiner 4/4C (required for EPLC-01)
X-IQ-NA-HD-125A	Hold-down kit for Eaton circuit breaker with screws
Consumption monitoring CT (CT-200-SPLIT/CT-200-CLAMP)	A pair of 200A split core current transformers
ELECTRICAL SPECIFICATIONS	
Rating	Continuous duty
System voltage	120/240VAC, 60 Hz
Eaton BR series busbar rating	125A
Max. continuous current rating	65A
Max. continuous current rating (input from PV/storage)	64A
Max. fuse/circuit rating (output)	90A
Branch circuits (solar and/or storage)	Up to four 2-pole Eaton BR series Distributed Generation (DG) breakers only (not included)
Max. total branch circuit breaker rating (input)	80A of distributed generation/95A with IQ Gateway breaker included
IQ Gateway breaker	10A or 15A rating GE/Siemens/Eaton included
Production metering CT	200A solid core pre-installed and wired to IQ Gateway
MECHANICAL DATA	
Dimensions (WxHxD)	37.5 cm x 49.5 cm x 16.8 cm (14.75 in x 19.5 in x 6.63 in). Height is 53.5 cm (21.06 in) with mounting brackets.
Weight	7.5 kg (16.5 lbs)
Ambient temperature range	-40°C to +46°C (-40°F to 115°F)
Cooling	Natural convection, plus heat shield
Enclosure environmental rating	Outdoor, NRTL-certified, NEMA type 3R, polycarbonate construction
Wire sizes	• 20A to 50A breaker inputs: 14 to 4 AWG copper conductors • 60A breaker branch input: 4 to 1/0 AWG copper conductors • Main lug combined output: 10 to 2/0 AWG copper conductors • Neutral and ground: 14 to 1/0 copper conductors • Always follow local code requirements for conductor sizing.
Altitude	Up to 3,000 meters (9,842 feet)
INTERNET CONNECTION OPTIONS	
Integrated Wi-Fi	IEEE 802.11b/g/n
Cellular	CELLMODEM-M1-06-SP-05, CELLMODEM-M1-06-AT-05 (4G based LTE-M1 cellular modem). Note that an Mobile Connect cellular modem is required for all Enphase Energy System installations.
Ethernet	Optional, IEEE 802.3, Cat5E (or Cat6) UTP Ethernet cable (not included)
COMPLIANCE	
Compliance, IQ Combiner	CA Rule 21 (UL 1741-SA) IEEE 1547:2018 - UL 1741-SB, 3rd Ed. (X2-IQ-AM1-240-4 and X2-IQ-AM1-240-4C) CAN/CSA C22.2 No. 107.1, Title 47 CFR, Part 15, Class B, ICES 003 Production metering: ANSI C12.20 accuracy class 0.5 (PV production) Consumption metering: accuracy class 2.5
Compliance, IQ Gateway	UL 60601-1/CANCSA 22.2 No. 61010-1

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1630

REVEL HOME SERVICE

REVEL HOME SERVICES
255 South Orange Avenue,
Suite 104 #1064 Orlando,
FL 32801
(407)-809-7441
info@revelhomeservice.com
License #CCC1332396

REVISIONS

DESCRIPTION	DATE	REV
INITIAL DESIGN	04/01/2025	

RICHARD PANTEL LICENSE No. 73222 STATE OF FLORIDA PROFESSIONAL ENGINEER

Reviewed and approved
Richard Pantel, P.E.
FL Lic. No. 73222
04/04/2025

PROJECT NAME & ADDRESS

MARTIN DONELL RESIDENCE

2806 NW 4TH AVE,
OCALA, FL 34475

DRAWN BY
ESR

SHEET NAME
COMBINER DATASHEET

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
PD003

Docusign Envelope ID: EB273738-ACBE-8172-83F0-E6B861044DD6

This item has been digitally signed and sealed by Richard Pantel, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

DNA™ 120

Solar for Innovators

Residential I Commercial

Designed & Engineered in Silicon Valley
370W I 365W I 360W

Our DNA™ Split Cell Series impressively combines advanced solar technologies to maximize performance. Our patented Dual Nano Absorber (DNA™) Technology allows the panel to operate at high-efficencies in extreme temperatures. Contact our sales team today to learn more about our line of high-efficienty solar panels.

- Patented DNA™ technology boosts power performance & module efficiency
- Advanced split cell technology with 9 ultra-thin busbars allows for less resistance and more photon capture
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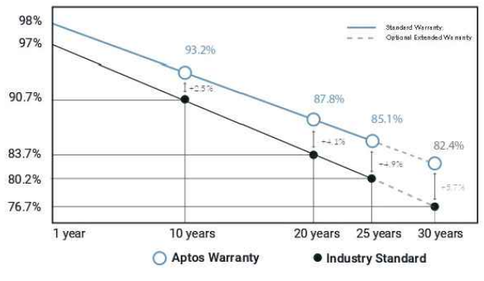
- All-black design for pristine aesthetics
  No excessive silver bussing or ribbons
- Robust product design is resilient in extreme weather. Up to 5400 Pa snow load and 210 mph wind speeds

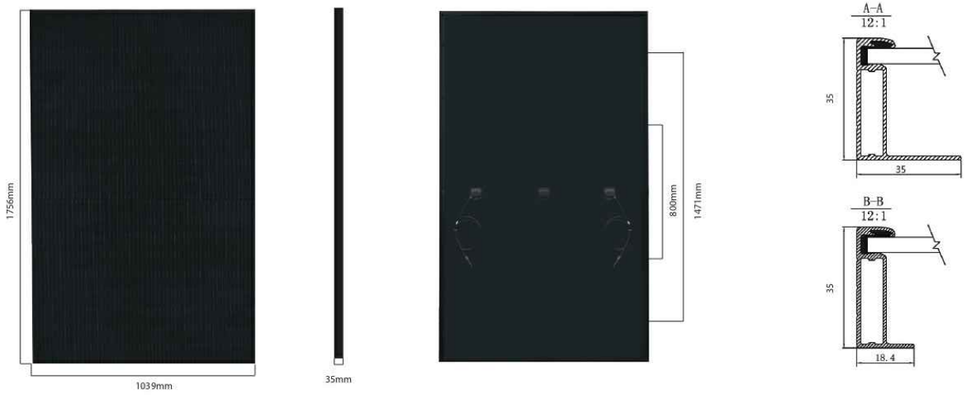
30 Year Warranty | 3X IEC Standards | RETC Top Performer

Linear Performance Warranty



aptos solar technology
3140 De La Cruz Blvd., Ste 200
Santa Clara, CA 95054
wwww.aptossolar.com
info@aptossolar.com

DNA™ 120 Solar for Innovators



Electrical Specifiactions

	DNA-120-MF26-360W	DNA-120-MF26-365W	DNA-120-MF26-370W
STCrated Output P_{mpp} (W)	360W	365W	370W
Module Efficiency	19.73%	20.01%	20.29%
Open Circuit Voltage V_{voc} (V)	40.6	40.7	40.8
Short Circiut Current I_{sc} (A)	11.24	11.36	11.51
Rated Voltage V_{mmp} (V)	33.8	33.96	34.06
Rated Voltage I_{mmp} (A)	10.66	10.75	10.87

Standard Test Conditions for front-face of panel: 1000 W/m², 25°C, measurement uncertainty ≤3%

Temperature Coefficients

Temperature Coefficients P_{mmp}	-0.36%
Temperature Coefficients I_{sc}	+0.05%/°C
Temperature Coefficients V_{oc}	-0.29%/°C
Normal Operating Cell Temperature (NOCT)	44°C

Test Operating Conditions

Maximum Series Fuse	20A
Maximum System Voltage	1,500 VDC (UL&IEC)
Maximum Load Capacity (Per UL 1703)	5400 PA Snow Load / 210mph Wind Rating
Fire Performance Class	Class C/Type 1

Packaging Configuration

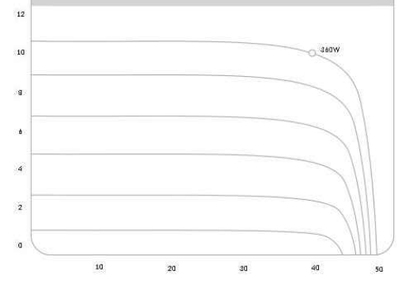
Number of Modules per Pallet	30
Number of Pallets per 40ft. Container	26
Pallet Dimensions	1740 X 1140 X 1165
Pallet Weight (kg)	640
Container Weight (kg)	16640

Aptos Solar Technology reserves the right to make specification changes without notice

Mechanical Properties

Cell Type	Monocrystalline
Glass	3.2mm, anti-reflection coating, high transmission, low iron, tempered glass
Frame	Anodized Aluminum Alloy
Junction Box	IP68
Dimensions	1756 X 1039 X 35mm
Output Cable	4mm2 (EU)12AWG,39.37in.(1200mm)
Weight	45.19lbs.(20.5kg)
Cable Length	1200mm
Encapsulant	POE

I-V Curve



Certifications

UL61730-1, UL61730-2

REVEL HOME SERVICE
REVEL HOME SERVICE
255 South Orange Avenue,
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FL 32801
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info@revelhomeservice.com
License #CCC1332396

1631

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DESCRIPTION	DATE	REV
INITIAL DESIGN	04/01/2025	

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DRAWN BY
ESR

SHEET NAME
MODULE DATASHEET

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
PD001

Certificate Of Completion

Envelope Id: EB273738-ACBE-8172-83F0-E6B861044DD6
Status: Completed
Subject: FOR SIGNATURES - Net Metering Agreement - Maricela Caldero - ELE/260746
Source Envelope:
Document Pages: 27
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

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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: 5/13/2026 11:41:02 AM Viewed: 5/13/2026 12:57:21 PM Signed: 5/13/2026 12:57:43 PM
Electronic Record and Signature Disclosure: Accepted: 5/13/2026 12:57:21 PM ID: 9a801979-1c2f-41b2-b845-42d1cf5befda		
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: 38.77.131.2	Sent: 5/13/2026 12:57:45 PM Viewed: 5/13/2026 1:21:40 PM Signed: 5/13/2026 1:21:49 PM
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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
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Certified Delivered	Security Checked	5/13/2026 1:21:40 PM
Signing Complete	Security Checked	5/13/2026 1:21:49 PM
Completed	Security Checked	5/13/2026 1:21:49 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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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.

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.

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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:

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.

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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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CONTRACT # ELE/260730

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: Michael Hernandez

Mailing Address: 410 SE 41st Avenue

City: Ocala State: FL Zip Code: 34471

Phone Number: 407-968-0219 Alternate Phone Number: _____

Email Address: Mahernandez10.8@gmail.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 519998-229026

2. RGS Facility Information

Facility Location: 410 SE 41st Avenue Ocala, Fl. 34471

Ocala Electric Utility Customer Account Number: 519998-229026

RGS Manufacturer: Silfab Solar, Inc.

Manufacturer's Address: 240 Courtneypark Drive East
Mississauga, ON L5T 2Y3 Canada

Reference or Model Number: SIL-360-NX (32 Modules 360W)

Serial Number: Inverter-Enphase IQ7PLUS-72-2-US (32-Micro-Inverters)

(Continued on Sheet No.19.1)

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3. Facility Rating Information

Gross Power Rating: 9.79kWac ("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: 3/2/2022

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)

Docusign Envelope ID: AD0D9899-F171-8ABE-80EB-F9885EE3D083

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: Michael Hernandez Date: 5/4/26
(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 4th day of May, 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 Michael Hernandez, 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)

Docusign Envelope ID: AD0D9899-F171-8ABE-80EB-F9885EE3D083

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: Janice Mitchell
55198B43858A4E1...

By: _____

Title: CFO

Date: 5/7/2026

Florida Municipal Power Agency

DocuSigned by:
087F58EBB34B474...

By: _____

Title: Chief Sys Ops & Tech Officer

Date: 5/7/2026

Customer

By: Michael Hernandez Date: 5/4/26
(Print Name)

(Signature)

Customer's City of Ocala Electric Utility Account Number: 519998-229026

Approved as to form and legality:

Signed by: William E. Sexton, Esq.
4A55AB8A8ED04F3...

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 4th day of May, 20 26, by and between Michael Hernandez, (hereinafter called "**Customer**"), located at 410 SE 41st Avenue 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: 410 SE 41st Avenue Ocala, Fl. 34471.

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.

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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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(Continued from Sheet No. 21.3)

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)

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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)

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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)

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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)

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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: 5/7/2026

Customer:

By: Michael Hernandez
(Print Name)

(Signature)

Date: 5/4/26

City of Ocala Electric Utility Account Number:

519998-229026

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
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William E. Sexton, Esq.
City Attorney

Docusign Envelope ID: AD0D9899-F171-8ABE-80EB-F9885EE3D083

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Main Details

Insurance Company Name **American Traditions Insurance**	Insurance Company ID **36**	Agent Name **HoneyQuote LLC**
Agent Email **ashley@quotebudget.com**	First Name **Michael**	Last Name **Hernandez**
Policy Number **ATH1148446**	Email ID **mahernandez10.8@gmail.com**	Primary Phone Number **(000) 000-0000**
Mobile Phone Number **(407) 968-0219**	Address **410 SE 41st Ave Ocala FL Marion 34471**	
Distance to Address: **NA**	Address Geolocation: **NA**	Location of User: **NA**

Inspection Details

Inspection ID **395386**	Date Onboarded **04/22/2026**	Policy Effective Date **04/15/2026**
Inspection Completed Date **05/01/2026**	Bad Condition Count **0**	Year Of Construction **1979**
Construction Type **wood frame**	Home Occupancy **Primary**	Home Square Footage **1750**
Wiring/Electrical System Update	Plumbing System Update	Roof Update **updated (2017)**
Roof Type **Metal**	Ongoing Renovations **no**	Structure Type **Single Family**
Number of Stories **1**	Number of Bedrooms **3**	Number of Bathrooms **2**
Gated or Guarded Community? **no**	Business Onsite **no**	Pool **yes**
Pool Type **in ground**	Pool Protection **gated fence**	Solar Panel(s) **yes**
Solar Net Metering **yes**	Battery Backup **no**	Dogs **yes**
Number of Dogs **1**	Dog Breeds **Chihuahua**	

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Checklist of Coverage (continued)

Discounts		
(Items below marked Y (Yes) indicate discount IS applied, those marked N (No) indicate discount is NOT applied)		Dollar ($) Amount of Discount
N	Multiple Policy	
N	Fire Alarm / Smoke Alarm / Burglar Alarm	
N	Sprinkler	
Y	Windstorm Loss Reduction	($1,165.00)
Y	Building Code Effectiveness Grading Schedule	$31.00
N	Other	

Insurer May Insert Any Other Property Coverage Below			
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance	Loss Settlement Basis: (i.e.: Replacement Cost, Actual Cash Value, Stated Value. etc.

Personal Liability Coverage

Limit of Insurance $ 100,000.00

Medical Payments to Others Coverage

Limit of Insurance $ 1,000.00

Liability - Additional/Other Coverages				
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance	Amount of insurance is an additional amount of coverage or is included within the policy limit.	
			Included	Additional
Y	Claim Expenses			
Y	First Aid Expenses			
Y	Damage To Property Of Others	up to $500	up to $500	N/A
Y	Loss Assessment	$1,000	$1,000	

Insurer May Insert Any Other Liability Coverage Below		
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance
Y	Fungi, Wet or Dry Rot, or Bacteria - liability	$50,000 OCC/AGG

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PV SYSYEM ELECTRICAL PLAN

THIS PLAN IS CERTIFIED BY ENGINEER OF RECORD AS CODE COMPLIANT & APPROVED FOR FLORIDA USE IN ACCORDANCE WITH HB 1021 ON ELECTRICAL PLANS.
https://www.flsenate.gov/Session/Bill/2017/01021

SYSTEM: 32-SILFAB SIL-360NX MONO PERC PV MODULES
32-ENPHASE IQ7PLUS-72-2-US MICRO INVERTERS
1-ENPHASE IQ COMBINER (X-IQ-AM1-240-3)

CONTRACTOR SHALL COMPLY WITH SOLAR PROVISIONS 2018 NFPA 1.

1. DRAWINGS INDICATE THE GENERAL ARRANGEMENT OF SYSTEMS. CONTRACTOR RESPONSIBLE FOR COMPLYING WITH ALL LOCAL OR NATIONAL CODE REQUIREMENTS AND EQUIPMENT INSTALLATION INSTRUCTIONS.
2. ALL COMPONENTS MUST BE GROUNDED PER ARTICLES NEC (2017) 250 AND 690.
3. ALL EQUIPMENT SHALL BE LISTED PER NEC 690.4(B).
4. PER NEC 690.17, PROVIDE A WARNING SIGN AT ALL LOCATIONS WHERE TERMINALS OF THE DISCONNECTING MEANS MAY BE ENERGIZED IN THE OPEN POSITION. SIGN SHALL READ "WARNING- ELECTRIC SHOCK HAZARD- DO NOT TOUCH TERMINALS- OR EQUIVALENT.
5. PER NEC 690.56, PROVIDE A PERMANENT PLAQUE OR DIRECTORY SHOWING ALL ELECTRIC POWER SOURCES ON THE PREMISES AT SERVICE ENTRANCE.
6. INTERCONNECTION METHOD SHALL COMPLY WITH NEC (2017) 705.12.
7. PV PERFORMANCE METER MAY OR MAY NOT BE REQUIRED BY THE AHJ AND/OR UTILITY FOR INTERCONNECTION.
8. ALL CONDUCTORS MUST BE COPPER, RATED FOR 600 V, 90 C° WET ENVIRONMET, TERMINALS ARE RATED FOR 75 C°.
9. UTILITY CONNECTION SHALL BE MADE BY LINE-SIDE TAP PER NEC ARTICLE 705.12(A) AND 705.31, LOCATED INSIDE PANEL BOARD ENCLOSURE USING UNUSED TERMINALS, TERMINALS THAT ARE SUITABLE FOR DOUBLE LUGGING, OR USING OTHER LOCALLY-APPROVED METHODS AND HARDWARE, IN COMPLIANCE WITH NEC 705.12(A). THE PANEL BOARD SHALL HAVE SUFFICIENT SPACE TO ALLOW FOR ANY TAP HARDWARE AS REQUIRED BY NEC 110.3 AND NEC 312.8(A).
10. PV SYSTEM DISCONNECT SHALL BE A VISIBLE KNIFE-BLADE TYPE DISCONNECT THAT IS ACCESSIBLE AND LOCKABLE BY THE UTILITY. THE DISCONNECT SHALL BE LOCATED WITHIN 5 FT OF UTILITY METER. DISCONNECT SHALL BE GROUPED IN ACCORDANCE WITH NEC 230.72
11. ALL CONDUCTORS MUST BE COPPER.
12. ALL CONDUCTORS AND RACEWAYS SHALL BE SUPPORTED ON INTERVALS AND BY METHODS REQUIRED BY NEC (2017).
13. CONTRACTOR SHALL PROVIDE ADDITIONAL INFORMATION IF REQUIRED BY AHJ.
14. EOR PREFERS EMAIL COMMUNICATIONS alper@iceli-pe.com

01 ELECTRICAL NOTES.
SCALE:NTS

VOLTAGE DROP CALCULATIONS & CONDUCTOR AND CONDUIT SCHEDULE (32 PV MODULES)

VD=2*L*R*I / 1000

BRANCH	MODULES	WIRE RUN	Vmp	Imp (AMPS)	Imp x 1.25 (AMPS)	R (ohms)	L (ft)	VD	%VD	CONDUCTORS IN CONDUIT	FILL FACTOR	CURRENT-CARRYING CONDUCTORS IN CONDUIT / CABLE	EGC	BASE AMP.	Table310.15 (B)(2)(b) Correction Factor	DERATED AMP.	OCPD(AMPS)	TERM. TEMP. RATING
#1, #2	11	BRANCH TO JUNCTION BOX	240	13.31	16.64	2.01	30	1.61	0.67	-	-	12 AWG THWN-2, COPPER	6 AWG THWN-2, COPPER	27	0.63	17.01	N/A	90°C
#3	10	BRANCH TO JUNCTION BOX	240	12.10	15.13	2.01	30	1.46	0.61	-	-	12 AWG THWN-2, COPPER	6 AWG THWN-2, COPPER	36	0.63	22.68	N/A	90°C
#1, #2	11	JUNCTION BOX TO SUB-PANEL	240	13.31	16.64	1.26	15	0.50	0.21	2	1	10 AWG THWN-2, COPPER	10 AWG THWN-2, COPPER	36	0.95	34.20	2x20	90°C
#3	10	JUNCTION BOX TO SUB-PANEL	240	12.10	15.13	1.26	15	0.46	0.19	2	1	10 AWG THWN-2, COPPER	10 AWG THWN-2, COPPER	36	0.95	34.20	1x20	90°C
	32	SUB-PANEL TO AC DISCONNECT	240	38.72	48.40	0.501	10	0.39	0.16	3	1	6 AWG THWN-2, COPPER	6 AWG THWN-2, COPPER	65	0.95	61.75	60	90°C
	32	AC DISCONNECT TO INTERCONNECTION	240	38.72	48.40	0.501	5	0.19	0.08	3	1	6 AWG THWN-2, COPPER	6 AWG THWN-2, COPPER	65	0.95	61.75	N/A	90°C

SUB-PANEL PV BREAKER SIZE	
NUMBER OF MODULES	COMBINER BREAKER PER BRANCH
10 PER STRING	20 A
11 PER STRING	20 A

PHOTOVOLTAIC DC PER INVERTER		
RATED MPP CURRENT	9.7	A
RATED MPP VOLTAGE	37.1	V
MAX. DC VOLTAGE (INVERTER)	60	V
MAX INPUT SHORT CURCUIT CURRENT	10.2	A

PHOTOVOLTAIC AC OUTPUT		
NOMINAL AC VOLTAGE	240	V
32 MOD. AC OUTPUT CURRENT	38.7	A

PV MODULE RATINGS		
MODULE MAKE	SILFAB	
MODULE MODEL	SIL-360NX MONO PERC	
MAX. POWER	360	W
OPEN CIRCUIT VOLTAGE	45.4	V
VOLTAGE AT MPP	37.11	V
CURRENT AT MPP	9.7	A
SHORT CURCUIT CURRENT	10.2	A

INVERTER RATINGS		
INVERTER MAKE	ENPHASE	
INVERTER MODEL	IQ7PLUS-72-2-US	
MAX. OUTPUT POWER	295	VA
MAX. DC VOLTAGE	60	V
NOMINAL AC VOLTAGE	240	V
MAX. AC CURRENT	1.21	A
MAX DC SHORT CIRCUIT	15	A
CEC INVERTER EFFICIENCY	97	%

WARNING: PHOTOVOLTAIC POWER SOURCE

- ALL PLAQUES AND SIGNAGE REQUIRED BY 2017 NEC AND 2018 NFPA 1 WILL BE INSTALLED AS REQUIRED.
- LABELS, WARNING(S) AND MARKING SHALL COMPLY WITH ANSI Z535.4, WHICH REQUIRES THAT DANGER, WARNING, AND CAUTION SIGNS USED THE STANDARD HEADER COLORS, HEADER TEXT, AND SAFETY ALERT SYMBOL ON EACH LABEL. THE ANSI STANDARD REQUIRES A HEADING THAT IS AT LEAST 50% TALLER THAN THE BODY TEXT, IN ACCORDANCE WITH NEC 110.21(B).
- A PERMANENT PLAQUE OR DIRECTORY SHALL BE INSTALLED PROVIDING THE LOCATION OF THE SERVICE DISCONNECTING MEANS AND THE PHOTOVOLTAIC SYSTEM DISCONNECTING MEANS IF NOT IN THE SAME LOCATION IN ACCORDANCE WITH NEC 690.56(B)
- LABEL(S) WITH MARKING, "TURN RAPID SHUTDOWN SWITCH TO THE 'OFF' POSITION TO SHUT DOWN THE ENTIRE PV SYSTEM," SHALL BE LOCATED WITHIN 3 FT OF SERVICE DISCONNECTING MEANS THE TITLE SHALL UTILIZE CAPITALIZED LETTERS WITH A MINIMUM HEIGHT OF 3/8" IN BLACK ON A RED BACKGROUND, AND REMAINING TEXT SHALL BE CAPITALIZED WITH A MINIMUM HEIGHT OF 3/16" IN BLACK ON WHITE BACKGROUND.

02 SPECIFICATIONS, CALCULATIONS, & LABELS
SCALE:NTS

WARNING
ELECTRICAL SHOCK HAZARD.
IF A GROUND FAULT IS INDICATED, NORMALLY GROUNDED CONDUCTORS MAY BE UNGROUNDED AND ENERGIZED.
LABEL PLACEMENT: COMBINER & INVERTER

WARNING
ELECTRICAL SHOCK HAZARD.
DO NOT TOUCH TERMINALS.
TERMINALS ON BOTH LINE AND LOAD SIDES MAY BE ENERGIZED IN THE OPEN POSITION.
LABEL PLACEMENT: AC DISCONNECT, NEAR BREAKER, (FRONT OF PANEL / DEAD FRONT)

WARNING
DUAL POWER SOURCES.
SECOND SOURCE IS PHOTOVOLTAIC SYSTEM.
LABEL PLACEMENT: MAIN PANEL NEAR METER

WARNING
V_{MAX} : 264 V
V_{MPP} : 240 V
$I_{MPP1-MPP2}$: 13.3 A
I_{MPP3} : 12.1 A
LABEL PLACEMENT: COMBINER BOX

WARNING
ELECTRICAL SHOCK HAZARD.
NO USER-SERVICABLE PARTS INSIDE.
CONTACT AUTHORIZED SERVICER FOR ASSISTANCE.
LABEL PLACEMENT: AC DISCONNECT, PCP

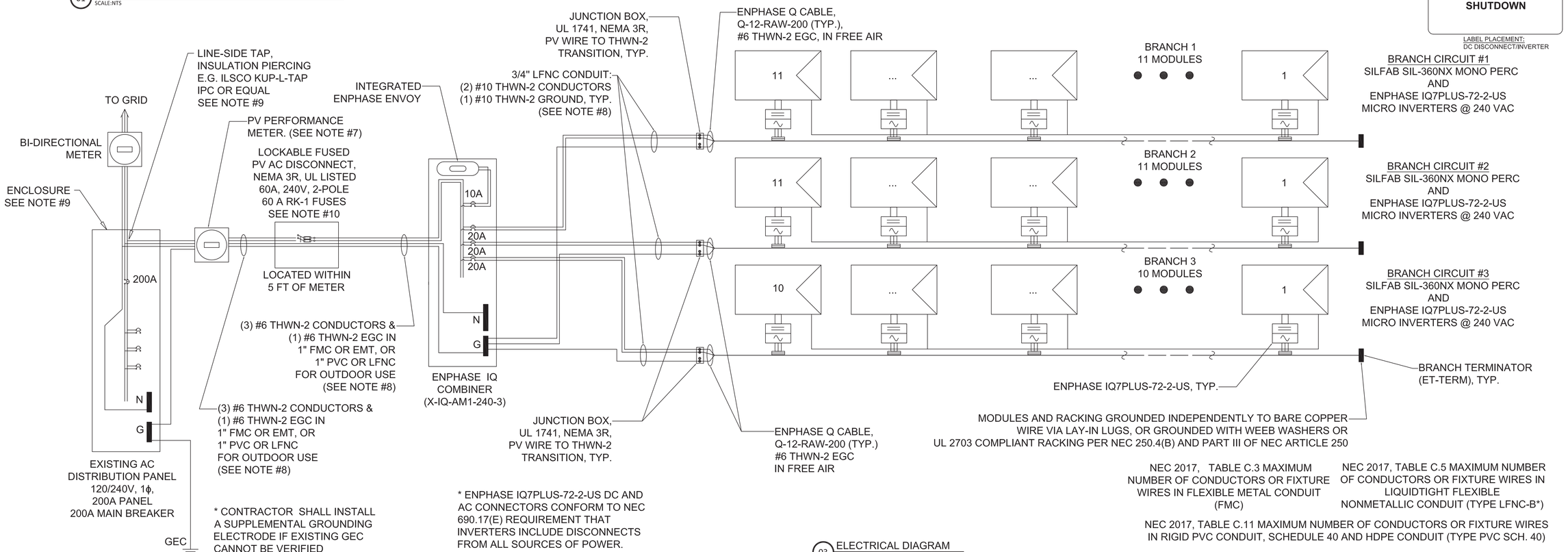
EMERGENCY RESPONDER
THIS SOLAR PV SYSTEM IS EQUIPPED WITH RAPID SHUTDOWN
TURN RAPID SHUTDOWN SWITCH TO THE 'OFF' POSITION TO SHUT DOWN THE ENTIRE PV SYSTEM.
SOLAR ELECTRIC PV PANELS
NFPA 111.12.2.1.1.1.1,11.12.2.1.4 AND NEC 690.56(C)(1)
LABEL PLACEMENT: PV AC DISCONNECT,INTERCONNECTION, MAIN SERVICE PANEL

IN CASE OF EMERGENCY CALL
DAVE'S HOME HELPER SERVICE, INC.
(813) 991-7596
LABEL PLACEMENT: PV AC DISCONNECT,INTERCONNECTION, MAIN PANEL

PV AC DISCONNECT
V_{OPT} : 240 V
I_{OPT} : 38.7 A
LABEL PLACEMENT: PV AC DISCONNECT

PHOVOLTAIC POWER SOURCE
LABEL PLACEMENT: RACEWAY & COMBINER BOX

PHOTOVOLTAIC SYSTEM EQUIPPED WITH RAPID SHUTDOWN
LABEL PLACEMENT: DC DISCONNECT/INVERTER



* CONTRACTOR SHALL INSTALL A SUPPLEMENTAL GROUNDING ELECTRODE IF EXISTING GEC CANNOT BE VERIFIED

* ENPHASE IQ7PLUS-72-2-US DC AND AC CONNECTORS CONFORM TO NEC 690.17(E) REQUIREMENT THAT INVERTERS INCLUDE DISCONNECTS FROM ALL SOURCES OF POWER.

03 ELECTRICAL DIAGRAM
SCALE:NTS

NEC 2017, TABLE C.3 MAXIMUM NUMBER OF CONDUCTORS OR FIXTURE WIRES IN FLEXIBLE METAL CONDUIT (FMC)

NEC 2017, TABLE C.5 MAXIMUM NUMBER OF CONDUCTORS OR FIXTURE WIRES IN LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT (TYPE LFNC-B*)

NEC 2017, TABLE C.11 MAXIMUM NUMBER OF CONDUCTORS OR FIXTURE WIRES IN RIGID PVC CONDUIT, SCHEDULE 40 AND HDPE CONDUIT (TYPE PVC SCH. 40)

NATIONAL ELECTRICAL CODE, NEC (2017)
ENGINEER
ALPER ICELI
FL 90469
3753 LOCKRIDGE DR.
LAND O LAKES, FL 34638
(813) 406-7060
alper@iceli-pe.com

NAME OF OWNER: MOXLEY JOB
MOXLEY NINA
ADDRESS: 410 SE 41ST AVE
OCALA FL 34471
PROPERTY ID#: 2772-004-007

CONTRACTOR:
Dave's Home Helper Service, Inc.
36549 Laurel Oaks Dr.
Dade City, FL 33525
813-991-7596
EC13007006

DHHS-MOXLEY

ELECTRICAL
FEB.08-22

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PV SYSYEM STRUCTURAL PLAN

Contractor is responsible to verify the fit of this array prior to installation. The solar module array shown is based on the field data provided by the contractor. Contractor shall contact the engineer if the array may not fit as projected. Satellite imagery shown may not correctly indicate potential current shading of property. Contractor is responsible to verify sun exposure and shading of installation prior to installation.

Engineer liability for error/omission/FBC 2020 (7th edition Florida Building Code) & NEC 2017 is limited by adequacy and accuracy of information provided to engineer by owner/contractor and by responsibilities per EJCDC® C-700, Standard General Conditions of the Construction Contract. Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers.

CODE

FBC 2020 (7TH EDITION) FLORIDA BUILDING CODE

I CERTIFY THAT THE SHEATHING & FRAMING OF THIS STRUCTURE WILL SAFELY ACCOMMODATE PV SYSTEM MOUNTING, RACKING, AND MODULES AND WITHSTAND WIND UPLIFT / LATERAL FORCES AND EQUIPMENT DEAD LOADS WITH THE CONDITION THAT CONTRACTOR'S INSTALLATION OF THE PV SYSTEM IS IN ACCORDANCE WITH THE INSTRUCTIONS ON THIS PLAN . THIS IS ATTESTED TO BY MY SIGNATURE AND SEAL ON THIS PLAN AT THE UPPER RIGHT.

1. INSTALLATION NOTES

2. THIS PAPER PLAN IS INTENDED TO PROVIDE THE ESSENTIAL INFORMATION NEEDED BY AHJ (AUTHORITY HAVING JURISDICTION) AND INSTALLERS.

3. THIS IS A COMBINED SET OF STRUCTURAL AND ELECTRICAL PLANS.
4. SOLAR EQUIPMENT ADDS LESS THAN 3 PSF (UNFACTORED) GRAVITY LOAD TO STRUCTURE.
5. MODULE GRAVITY & WIND LOADS SHALL BE TRANSMITTED TO RIBS OF PURLIN BREARING 'R' (PBR) ROOFING METAL OR STANDING SEAMS OF ROOFING METAL USING S-5 CLAMPS/BRACKETS SHOWN HEREON.
6. SEE DRAWINGS FOR MEANS & METHODS INFORMATION IN ADDITION TO THESE NOTES.
7. CONTRACTOR SHALL INSTALL S5 CLAMPS PER OEM INSTRUCTIONS.
8. CONTRACTOR SHALL INSTALL RAILS PERPENDICULAR TO STANDING SEAMS OR PBR RIBS ON IRONRIDGE XR100 RAILS ON TOP OF S5 CLAMPS.
9. CONTRACTOR TO ENSURE CONTINUITY OF ALL METAL PARTS AND CONNECTIONS OF THIS INSTALLATION TO BE ELECTRICALLY GROUNDED AND BONDED TOGETHER. TORQUE ALL S-5 SET SCREWS TO 115-INCH-POUNDS.
10. ADJUST C-C SPACING PLUS MINUS UP TO 4-INCHES TO HIT PBR METAL ROOF RIDGES.
11. CONTRACTOR SHALL NOT INSTALL ROOF ATTACHMENTS ON ROOF AREAS OVER OVERHANGS.
12. THERE SHALL BE A PV MODULE TO RAIL MOUNTING CLAMP AT EVERY MODULE/RAIL CROSSING POINT WITH MINIMUM 4 CLAMPS PER MODULE.
13. ADJOINING MODULES ON SAME RAIL SHALL SHARE CLAMPS.
14. MODULES SHALL BE PORTRAIT.
15. ROOF IS ASSUMED TO BE COMPLIANT WITH FBC (FLORIDA BUILDING CODE) AS OF TIME OF CONSTRUCTION.
16. THERE SHALL BE A MINIMUM OF TWO RAILS UNDER EACH PV MODULE.
17. ROOF ATTACHMENT SPACING SHALL BE AS SHOWN IN FIGURE 08.
18. RAILS SHALL NOT CANTILEVER BEYOND OUTSIDE END OF ROOF ATTACHMENT BY MORE THAN 1-FOOT.
19. CONTRACTOR/INSTALLER SHALL COMPLY WITH OEM INSTALLATION INSTRUCTIONS.
20. IF A CONFLICT SHOULD OCCUR BETWEEN A DRAWING AND/OR SPECIFICATION HEREON AND AN OEM DETAIL, OEM SHALL PREVAIL.
21. CONTRACTOR SHALL PROVIDE AHJ WITH ADDITIONAL INFORMATION AS REQUIRED.
22. ENGINEER OF RECORD (EOR) PREFERS EMAIL COMMUNICATION: alper@iceli-pe.com

01 NOTES
SCALE: N/A

ASCE 7-16, 29.4-4	GABLE ROOF 20 < Θ < 27			Θ	22	°		·11.52 KW. SYSTEM ·32- 72." X 40." PV MODULES. ·660 SF PV ARRAY INSTALLATION ·PV MODULE UPLIFT LOAD CAPACITY: 113 PSF (ULTIMATE) ·UNFACTORED AVERAGE ADDITIONAL GRAVITY LOAD: 2.5 PSF ·TOTAL NUMBER OF ROOF ATTACHMENTS: 72
Exposure Category:		C		h2	0.38	FT.		
Risk Category:		2		Lp	6.00	FT.		
Mean Roof Height:	h	12	FT.	1.5 Lp	9.00	FT.		
Basic Wind Speed (mph):	V	130	MPH	Wp	3.33	FT.		
Ground elevation factor:	Ke	1		ω	0	°		
Topographic Factor:	Kzt	1		B	30	FT.		
Gust Effect Factor:	G	0.85		L	62	FT.		
Directionality Factor:	Kd	0.85		A	20.0	SF.		
Velocity Pressure Exposure Coefficient:	Kz	0.57		Ya	0.67			
	qh	21.0	PSF	a	3	FT.		
ZONE	d1 (ft.)	d2 (ft.)						p (PSF)
ALL	-	-	-	GCp		YE	1	9.8
1, 2e (EXPOSED MODULES)	10	0.25	d1>h/2	GCp	-1.50	YE		-31.6
2n, 2r, 3e	5	0.25	d1<h/2	GCp		YE	1	-30.2
3r	3	0.25	d1<h/2	GCp		YE	1	-33.0

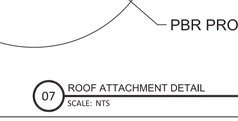
02 WIND LOAD CALCULATIONS
SCALE: N/A

2/9/22, 11:21 AM — ATC Hazards by Location

ATC Hazards by Location

Search Information

Address: 410 SE 41st Ave, Ocala, FL 34471, USA
Coordinates: 29.1529403, -82.0789083
Elevation: 137 ft
Timestamp: 2022-02-09T16:21:26.067Z
Hazard Type: Wind



ASCE 7-16		ASCE 7-10		ASCE 7-05	
MRI 10-Year	76 mph	MRI 10-Year	76 mph	ASCE 7-05 Wind Speed	99 mph
MRI 25-Year	87 mph	MRI 25-Year	88 mph		
MRI 50-Year	97 mph	MRI 50-Year	97 mph		
MRI 100-Year	105 mph	MRI 100-Year	106 mph		
Risk Category I	119 mph	Risk Category I	119 mph		
Risk Category II	⚠ 130 mph	Risk Category II	⚠ 130 mph		
You are in a wind-borne debris region if you are also within 1 mile of the coastal mean high water line.		You are in a wind-borne debris region if you are also within 1 mile of the coastal mean high water line.			
Risk Category III	⚠ 138 mph	Risk Category III-IV	⚠ 138 mph		
If the structure under consideration is a healthcare facility and you are also within 1 mile of the coastal mean high water line, you are in a wind-borne debris region. If other occupancy, use the Risk Category II basic wind speed contours to determine if you are in a wind-borne debris region.		If the structure under consideration is a healthcare facility and you are also within 1 mile of the coastal mean high water line, you are in a wind-borne debris region. If other occupancy, use the Risk Category II basic wind speed contours to determine if you are in a wind-borne debris region.			
Risk Category IV	⚠ 147 mph				
You are in a wind-borne debris region.					

The results indicated here DO NOT reflect any state or local amendments to the values or any delineation lines made during the building code adoption process. Users should confirm any output obtained from this tool with the local Authority Having Jurisdiction before proceeding with design.

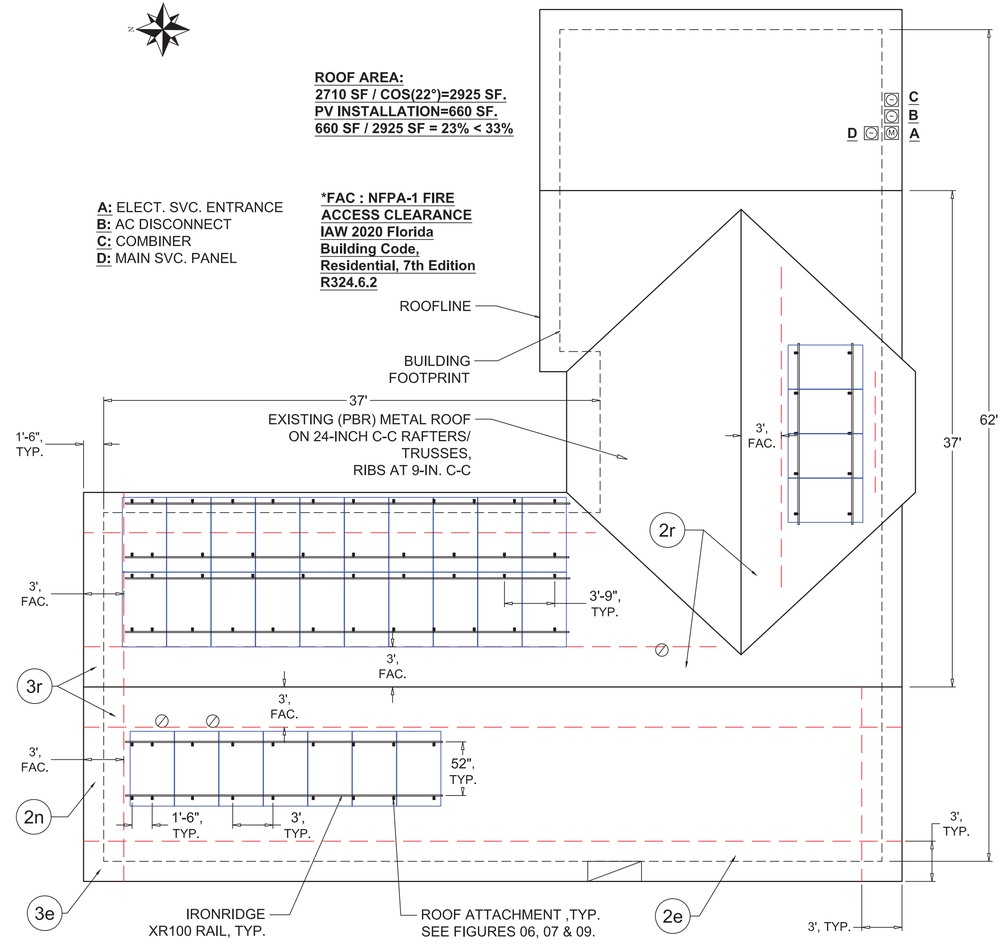
05 DESIGN WIND SPEED
SCALE: NTS

- **TOTAL NUMBER OF ROOF ATTACHMENTS: 72, SHALL BE INSTALLED AS SHOWN (SEE NOTE#10)**

ROOF AREA:
2710 SF / COS(22°)=2925 SF.
PV INSTALLATION=660 SF.
660 SF / 2925 SF = 23% < 33%

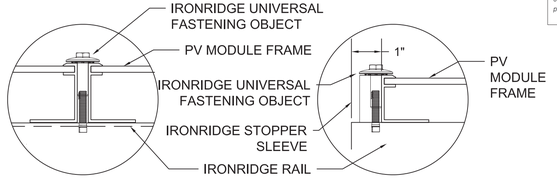
A: ELECT. SVC. ENTRANCE
B: AC DISCONNECT
C: COMBINER
D: MAIN SVC. PANEL

***FAC : NFPA-1 FIRE ACCESS CLEARANCE IAW 2020 Florida Building Code, Residential, 7th Edition R324.6.2**



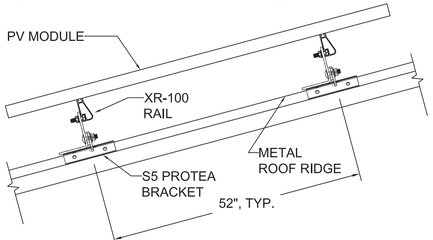
PV MODULE DIMENSIONS ARE ADJUSTED IN LINE WITH THE ROOF PITCH

08 PLAN VIEW
SCALE: 3/16" = 1'-0"

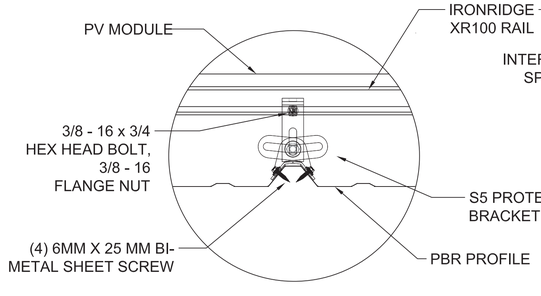


03 DETAIL, MID CLAMP FRONT
SCALE: NTS

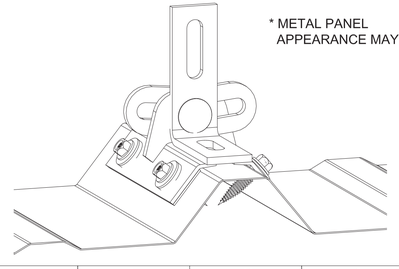
04 DETAIL, END CLAMP FRONT
SCALE: NTS



06 MODULE, RAIL, ROOF ATTACHMENT CROSS SECTION
SCALE: NTS

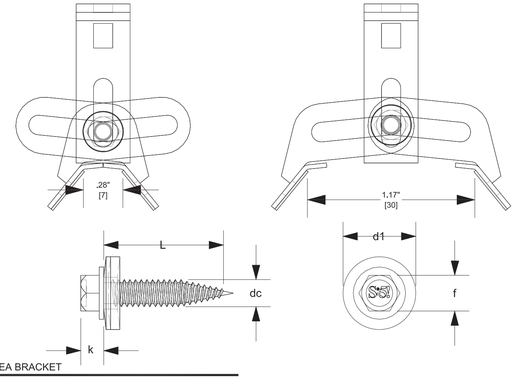


07 ROOF ATTACHMENT DETAIL
SCALE: NTS



	k	dc	L	d1	f
MM	5.5	6	25	16	8
INCH	.22	.24	1	.63	.30

6mm X 25mm (8mm Hex W/16mm Washer)



09 S5 PROTEA BRACKET
SCALE: NTS

ENGINEER
ALPER ICELI
FL 90469
3753 LOCKRIDGE DR.
LAND O LAKES, FL 34638
(813) 406-7060
alper@iceli-pe.com

NAME OF OWNER:MOXLEY JOB
MOXLEY NINA
ADDRESS:410 SE 41ST AVE
OCALA FL 34471
PROPERTY ID#: 2772-004-007

CONTRACTOR:

Dave's Home Helper Service, Inc.
36549 Laurel Oaks Dr.
Dade City, FL 33525
813-991-7596
EC13007006

DHHS-MOXLEY

STRUCTURAL
FEB.08-22

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Docusign Envelope ID: AD0D9899-F171-8ABE-80EB-F9885EE3D083

Enphase IQ Combiner 3

MODEL NUMBER	
IQ Combiner 3 X-IQ-AM1-240-3	IQ Combiner 3 with Enphase IQ Envoy™ printed circuit board for integrated revenue grade PV **production** metering (ANSI C12.20 +/- 0.5%) and optional* **consumption** monitoring (+/- 2.5%).
ACCESSORIES and **REPLACEMENT PARTS** (not included, order separately)	
Enphase Mobile Connect™ CELLMODEM-03 (4G/12-year data plan) CELLMODEM-01 (3G/5-year data plan) CELLMODEM-M1 (4G based LTE-M/5-year data plan)	Plug and play industrial grade cellular modem with data plan for systems up to 60 microinverters. (Available in the US, Canada, Mexico, Puerto Rico, and the US Virgin Islands, where there is adequate cellular service in the installation area.)
Consumption Monitoring* CT CT-200-SPLIT	Split core current transformers enable whole home **consumption** metering (+/- 2.5%).
* Consumption monitoring is required for Enphase Storage Systems	
Wireless USB adapter COMMS-KIT-01	Installed at the IQ Envoy. For communications with Enphase Encharge™ storage and Enphase Enpower™ smart switch. Includes USB cable for connection to IQ Envoy or Enphase IQ Combiner™ and allows redundant wireless communication with Encharge and Enpower.
Circuit Breakers BRK-10A-2-240 BRK-15A-2-240 BRK-20A-2P-240	Supports Eaton BR210, BR215, BR220, BR230, BR240, BR250, and BR260 circuit breakers. Circuit breaker, 2 pole, 10A, Eaton BR210 Circuit breaker, 2 pole, 15A, Eaton BR215 Circuit breaker, 2 pole, 20A, Eaton BR220
EPLC-01	Power line carrier (communication bridge pair), quantity - one pair
XA-PLUG-120-3	Accessory receptacle for Power Line Carrier in IQ Combiner 3 (required for EPLC-01)
XA-ENV-PCBA-3	Replacement IQ Envoy printed circuit board (PCB) for Combiner 3
ELECTRICAL SPECIFICATIONS	
Rating	Continuous duty
System voltage	120/240 VAC, 60 Hz
Eaton BR series busbar rating	125 A
Max. continuous current rating (output to grid)	65 A
Max. fuse/circuit rating (output)	90 A
Branch circuits (solar and/or storage)	Up to four 2-pole Eaton BR series Distributed Generation (DG) breakers only (not included)
Max. continuous current rating (input from PV)	64 A
Max. total branch circuit breaker rating (input)	80A of distributed generation / 90A with IQ Envoy breaker included
Production Metering CT	200 A solid core pre-installed and wired to IQ Envoy
MECHANICAL DATA	
Dimensions (WxHxD)	49.5 x 37.5 x 16.8 cm (19.5" x 14.75" x 6.63"). Height is 21.06" (53.5 cm with mounting brackets).
Weight	7.5 kg (16.5 lbs)
Ambient temperature range	-40° C to +46° C (-40° to 115° F)
Cooling	Natural convection, plus heat shield
Enclosure environmental rating	Outdoor, NRTL-certified, NEMA type 3R, polycarbonate construction
Wire sizes	• 20 A to 50 A breaker inputs: 14 to 4 AWG copper conductors • 60 A breaker branch input: 4 to 1/0 AWG copper conductors • Main lug combined output: 10 to 2/0 AWG copper conductors • Neutral and ground: 14 to 1/0 copper conductors Always follow local code requirements for conductor sizing.
Altitude	To 2000 meters (6,560 feet)
INTERNET CONNECTION OPTIONS	
Integrated Wi-Fi	802.11b/g/n
Ethernet	Optional, 802.3, Cat5E (or Cat 6) UTP Ethernet cable (not included)
Cellular	Optional, CELLMODEM-01 (3G) or CELLMODEM-03 (4G) or CELLMODEM-M1 (4G based LTE-M) (not included)
COMPLIANCE	
Compliance, Combiner	UL 1741, CAN/CSA C22.2 No. 107.1, 47 CFR, Part 15, Class B, ICES 003 Production metering: ANSI C12.20 accuracy class 0.5 (PV production)
Compliance, IQ Envoy	UL 60601-1/CANCSA 22.2 No. 61010-1

To learn more about Enphase offerings, visit **enphase.com**

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2019-11-04

ENPHASE.

Electrical Specifications		SIL-360 NX mono PERC	
Test Conditions		STC	NOCT
Module Power (Pmax)	Wp	360	268
Maximum power voltage (Vpmax)	V	37.11	34.67
Maximum power current (Ipmax)	A	9.70	7.74
Open circuit voltage (Voc)	V	45.40	42.65
Short circuit current (Isc)	A	10.20	8.20
Module efficiency	%	19.7	18.3
Maximum system voltage (VDC)	V	1000	
Series fuse rating	A	20	
Power Tolerance	Wp	0 to +10	

Measurement conditions: STC 1000 W/m2 • AM 1.5 • Temperature 25 °C • NOCT 800 W/m² • AM 1.5 • Measurement uncertainty ≤ 3%
• Sun simulator calibration reference modules from Fraunhofer Institute. Electrical characteristics may vary by ±5% and power by 0 to +10W.

Temperature Ratings	SIL-360 NX mono PERC
Temperature Coefficient Isc	+0.064 %/°C
Temperature Coefficient Voc	-0.28 %/°C
Temperature Coefficient Pmax	-0.36 %/°C
NOCT (± 2°C)	46 °C
Operating temperature	-40/+85 °C

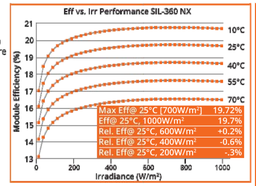
Mechanical Properties and Components	SIL-360 NX mono PERC	
	Metric	Imperial
Module weight	20±0.2 kg	44±0.4 lbs
Dimensions (H x L x D)	1832 mm x 1000 mm x 38 mm	72.13 in x 39.4 in x 1.5 in
Maximum surface load (wind/snow)*	5400 Pa rear load / 5400 Pa front load	112.8/112.8 lb/ft^2
Hail impact resistance	ø 25 mm at 83 km/h	ø 1 in at 51.6 mph
Cells	66 - Si mono-PERC - 5 busbar 158.75 x 158.75 mm	66 - Si mono-PERC - 5 busbar 6.25 x 6.25 in
Glass	3.2 mm high transmittance, tempered, DSM anti-reflective coating	0.126 in high transmittance, tempered, DSM anti-reflective coating
Cables and connectors (refer to installation manual)	1200 mm ø 5.7 mm, MC4 from Staubli	47.2 in, ø 0.22 (12AWG), MC4 from Staubli
Backsheet	High durability, superior hydrolysis and UV resistance, multi-layer dielectric film, fluorine-free PV backsheet	
Frame	Anodized Aluminum (Black)	
Bypass diodes	3 diodes-30SQ045T (45V max DC blocking voltage, 30A max forward rectified current)	
Junction Box	UL 3730 Certified, IEC 62790 Certified, IP67 rated	

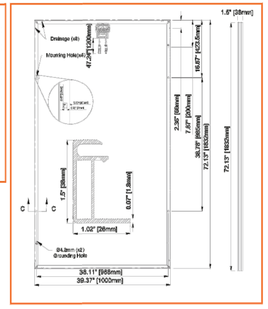
Warranties	SIL-360 NX mono PERC			
Module product workmanship warranty	25 years**			
Linear power performance guarantee	30 years			
	≥ 97.1% end 1st year	≥ 91.6% end 12th year	≥ 85.1% end 25th year	≥ 82.6% end 30th year

Certifications	SIL-360 NX mono PERC
Product	ULC ORD C1703, UL1703, CEC listed, UL 61215-1/-1-1/-2, UL 61730-1/-2, IEC 61215-1/-1-1/-2***, IEC 61730-1/-2***, CSA C22.2#61730-1/-2, IEC 62716 Ammonia Corrosion; IEC61701:2011 Salt Mist Corrosion Certifed, UL Fire Rating: Type 2
Factory	ISO9001:2015

Modules Per Pallet: 26
Pallets Per Truck: 32
Modules Per Truck: 832

*⚠ Warning. Read the Safety and Installation Manual for mounting specifications and before handling, installing and operating modules.
**12 year extendable to 25 years subject to registration and conditions outlined under "Warranty" at www.silfabsolar.com.
***Certification in progress.
PAN files generated from 3rd party performance data are available for download at: www.silfabsolar.com/downloads.





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Enphase IQ 7 and IQ 7+ Microinverters

INPUT DATA (DC)	IQ7-60-2-US / IQ7-60-B-US		IQ7PLUS-72-2-US / IQ7PLUS-72-B-US	
Commonly used module pairings[1]	235 W - 350 W +		235 W - 440 W +	
Module compatibility	60-cell PV modules only		60-cell and 72-cell PV modules	
Maximum input DC voltage	48 V		60 V	
Peak power tracking voltage	27 V - 37 V		27 V - 45 V	
Operating range	16 V - 48 V		16 V - 60 V	
Min/Max start voltage	22 V / 48 V		22 V / 60 V	
Max DC short circuit current (module Isc)	15 A		15 A	
Overvoltage class DC port	II		II	
DC port backfeed current	0 A		0 A	
PV array configuration	1 x 1 ungrounded array; No additional DC side protection required; AC side protection requires max 20A per branch circuit			
OUTPUT DATA (AC)	**IQ 7 Microinverter**		**IQ 7+ Microinverter**	
Peak output power	250 VA		295 VA	
Maximum continuous output power	240 VA		290 VA	
Nominal (L-L) voltage/range[2]	240 V / 211-264 V	208 V / 183-229 V	240 V / 211-264 V	208 V / 183-229 V
Maximum continuous output current	1.0 A (240 V)	1.15 A (208 V)	1.21 A (240 V)	1.39 A (208 V)
Nominal frequency	60 Hz		60 Hz	
Extended frequency range	47 - 68 Hz		47 - 68 Hz	
AC short circuit fault current over 3 cycles	5.8 Arms		5.8 Arms	
Maximum units per 20 A (L-L) branch circuit[3]	16 (240 VAC)	13 (208 VAC)	13 (240 VAC)	11 (208 VAC)
Overvoltage class AC port	III		III	
AC port backfeed current	0 A		0 A	
Power factor setting	1.0		1.0	
Power factor (adjustable)	0.7 leading ... 0.7 lagging		0.7 leading ... 0.7 lagging	
EFFICIENCY	**@240 V**	**@208 V**	**@240 V**	**@208 V**
Peak CEC efficiency	97.6 %	97.6 %	97.5 %	97.3 %
CEC weighted efficiency	97.0 %	97.0 %	97.0 %	97.0 %
MECHANICAL DATA				
Ambient temperature range	-40°C to +65°C			
Relative humidity range	4% to 100% (condensing)			
Connector type (IQ7-60-2-US & IQ7PLUS-72-2-US)	MC4 (or Amphenol H4 UTX with additional Q-DCC-5 adapter)			
Connector type (IQ7-60-B-US & IQ7PLUS-72-B-US)	Friends PV2 (MC4 Intermateable). Adaptors for modules with MC4 or UTX connectors: - PV2 to MC4: order ECA-S20-S22 - PV2 to UTX: order ECA-S20-S25			
Dimensions (WxHxD)	212 mm x 175 mm x 30.2 mm (without bracket)			
Weight	1.08 kg (2.38 lbs)			
Cooling	Natural convection - No fans			
Approved for wet locations	Yes			
Pollution degree	PD3			
Enclosure	Class II double-insulated, corrosion resistant polymeric enclosure			
Environmental category / UV exposure rating	NEMA Type 6 / outdoor			
FEATURES				
Communication	Power Line Communication (PLC)			
Monitoring	Enlighten Manager and MyEnlighten monitoring options. Both options require installation of an Enphase IQ Envoy.			
Disconnecting means	The AC and DC connectors have been evaluated and approved by UL for use as the load-break disconnect required by NEC 690.			
Compliance	CA Rule 21 (UL 1741-SA) UL 62109-1, UL1741/IEEE1547, FCC Part 15 Class B, ICES-0003 Class B, CAN/CSA-C22.2 NO. 107.1-01 This product is UL Listed as PV Rapid Shut Down Equipment and conforms with NEC-2014 and NEC-2017 section 690.12 and C22.1-2015 Rule 64-218 Rapid Shutdown of PV Systems, for AC and DC conductors, when installed according manufacturer's instructions.			

1. No enforced DC/AC ratio. See the compatibility calculator at https://enphase.com/en-us/support/module-compatibility.
2. Nominal voltage range can be extended beyond nominal if required by the utility.
3. Limits may vary. Refer to local requirements to define the number of microinverters per branch in your area.

To learn more about Enphase offerings, visit **enphase.com**

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2018-05-24

ENPHASE.

01 COMBINER SPEC. SHEET
SCALE: N/A

02 PV MODULE SPEC. SHEET
SCALE: N/A

03 INVERTER SPEC. SHEET
SCALE: N/A

NATIONAL ELECTRICAL CODE, NEC (2017)

ENGINEER

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FL 90469

3753 LOCKRIDGE DR,
LAND O LAKES, FL 34638
(813) 406-7060
alper@iceli-pe.com

NAME OF OWNER: MOXLEY JOB
MOXLEY NINA
ADDRESS: 410 SE 41ST AVE
OCALA FL 34471
PROPERTY ID#: 2772-004-007

CONTRACTOR:

Dave's Home Helper Service, Inc.
36549 Laurel Oaks Dr.
Dade City, FL 33525
813-991-7596
EC13007006

DHHS-
MOXLEY

DATA
FEB.08-22

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SILFAB SOLAR™

SIL-360 NX

BAA ARRA · 25 YEAR PRODUCT WARRANTY · AUTOMATED MANUFACTURING · JUST-IN-TIME · PVEL DNV·GL TOP PERFORMER · TIER 1 BANKABLE $$$ · HIGH EFFICIENCY

HIGH EFFICIENCY PREMIUM MONO-PERC PV MODULE

CE · Intertek · Intertek · IEC · Fraunhofer ISE

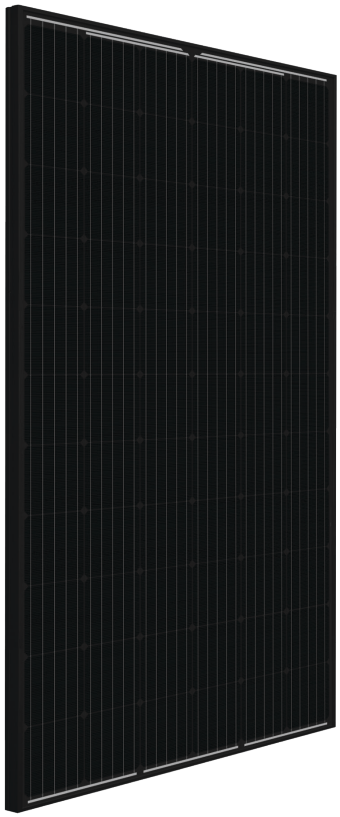
CHUBB*

* Chubb provides error and omission insurance to Silfab Solar Inc.

INDUSTRY LEADING WARRANTY
All our products include an industry leading 25-year product workmanship and 30-year performance warranty.

40+ YEARS OF SOLAR INNOVATION
Leveraging over 40 years of worldwide experience in the solar industry, Silfab is dedicated to superior manufacturing processes and innovations such as Bifacial and Back Contact technologies, to ensure our partners have the latest in solar innovation.

NORTH AMERICAN QUALITY
Silfab is the leading automated solar module manufacturer in North America. Utilizing premium quality materials and strict quality control management to deliver the highest efficiency, premium quality PV modules.



BAA / ARRA COMPLIANT
These panels are designed and manufactured to meet Buy American Act Compliance. The US State Department, US Military and FAA have all utilized Silfab panels in their solar installations.

LIGHT AND DURABLE
Engineered to accommodate high wind load conditions for test loads validated up to 5400Pa uplift. The light-weight frame is exclusively designed for wide-ranging racking compatibility and durability.

QUALITY MATTERS
Total automation ensures strict quality controls during the entire manufacturing process at our ISO certified facilities.

DOMESTIC SUPPORT/SERVICES
Our 500+ North American team is ready to help our partners win the hearts and minds of customers, providing customer service and product delivery that is direct, efficient and local.

AESTHETICALLY PLEASING
All black sleek design, ideal for high-profile residential or commercial applications.

PID RESISTANT
PID Resistant due to advanced cell technology and material selection. In accordance to IEC 62804-1.

Docusign Envelope ID: AD0D9899-F171-8ABE-80EB-F9885EE3D083

Electrical Specifications		SIL-360 NX mono PERC	
Test Conditions		STC	NOCT
Module Power (Pmax)	Wp	360	268
Maximum power voltage (Vpmax)	V	37.11	34.67
Maximum power current (Ipmax)	A	9.70	7.74
Open circuit voltage (Voc)	V	45.40	42.65
Short circuit current (Isc)	A	10.20	8.20
Module efficiency	%	19.7	18.3
Maximum system voltage (VDC)	V	1000	
Series fuse rating	A	20	
Power Tolerance	Wp	0 to +10	

Measurement conditions: STC 1000 W/m2 • AM 1.5 • Temperature 25 °C • NOCT 800 W/m² • AM 1.5 • Measurement uncertainty ≤ 3%
• Sun simulator calibration reference modules from Fraunhofer Institute. Electrical characteristics may vary by ±5% and power by 0 to +10W.

Temperature Ratings	SIL-360 NX mono PERC
Temperature Coefficient Isc	+0.064 %/°C
Temperature Coefficient Voc	-0.28 %/°C
Temperature Coefficient Pmax	-0.36 %/°C
NOCT (± 2°C)	46 °C
Operating temperature	-40/+85 °C

Mechanical Properties and Components	SIL-360 NX mono PERC	
	Metric	Imperial
Module weight	20±0.2 kg	44±0.4 lbs
Dimensions (H x L x D)	1832 mm x 1000 mm x 38 mm	72.13 in x 39.4 in x 1.5 in
Maximum surface load (wind/snow)*	5400 Pa rear load / 5400 Pa front load	112.8/112.8 lb/ft^2
Hail impact resistance	ø 25 mm at 83 km/h	ø 1 in at 51.6 mph
Cells	66 - Si mono-PERC - 5 busbar 158.75 x 158.75 mm	66 - Si mono-PERC - 5 busbar 6.25 x 6.25 in
Glass	3.2 mm high transmittance, tempered, DSM anti-reflective coating	0.126 in high transmittance, tempered, DSM anti-reflective coating
Cables and connectors (refer to installation manual)	1200 mm ø 5.7 mm, MC4 from Staubli	47.2 in, ø 0.22 (12AWG), MC4 from Staubli
Backsheet	High durability, superior hydrolysis and UV resistance, multi-layer dielectric film, fluorine-free PV backsheet	
Frame	Anodized Aluminum (Black)	
Bypass diodes	3 diodes-30SQ045T (45V max DC blocking voltage, 30A max forward rectified current)	
Junction Box	UL 3730 Certified, IEC 62790 Certified, IP67 rated	

Warranties	SIL-360 NX mono PERC			
Module product workmanship warranty	25 years**			
Linear power performance guarantee	30 years			
	≥ 97.1% end 1st year	≥ 91.6% end 12th year	≥ 85.1% end 25th year	≥ 82.6% end 30th year

Certifications	SIL-360 NX mono PERC
Product	ULC ORD C1703, UL1703, CEC listed, UL 61215-1/-1-1/-2, UL 61730-1/-2, IEC 61215-1/-1-1/-2***. IEC 61730-1/-2***, CSA C22.2#61730-1/-2, IEC 62716 Ammonia Corrosion; IEC61701:2011 Salt Mist Corrosion Certifed, UL Fire Rating: Type 2
Factory	ISO9001:2015

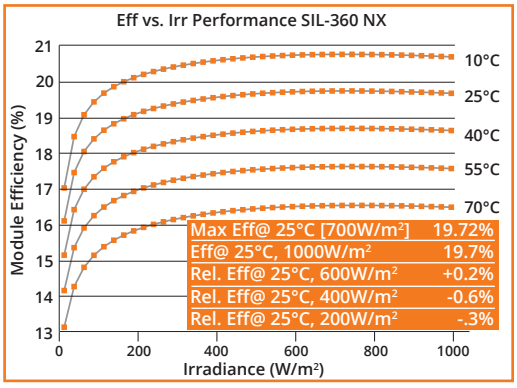
- Modules Per Pallet: 26
- Pallets Per Truck: 32
- Modules Per Truck: 832

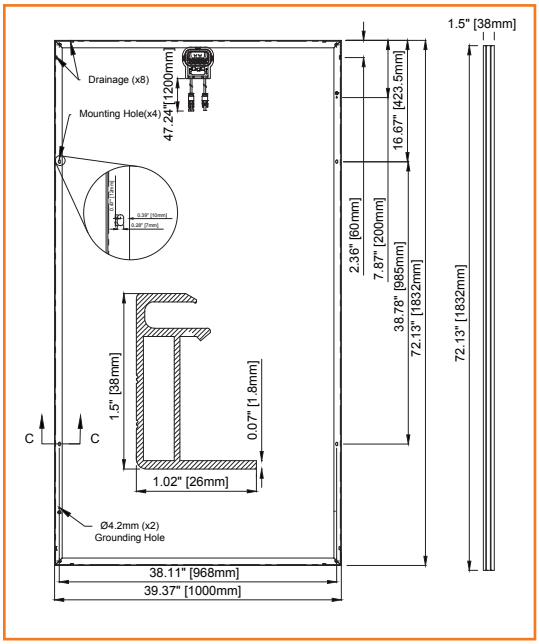
*⚠ Warning. Read the Safety and Installation Manual for mounting specifications and before handling, installing and operating modules.

**12 year extendable to 25 years subject to registration and conditions outlined under "Warranty" at www.silfabsolar.com.

***Certification in progress.

PAN files generated from 3rd party performance data are available for download at: www.silfabsolar.com/downloads.





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Certificate Of Completion

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Status: Completed
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Source Envelope:
Document Pages: 27
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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Envelope Originator:
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110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
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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: 38.77.131.2	Sent: 5/7/2026 1:25:57 PM Viewed: 5/7/2026 1:46:21 PM Signed: 5/7/2026 1:46:32 PM
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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	5/7/2026 9:34:17 AM
Certified Delivered	Security Checked	5/7/2026 1:46:21 PM
Signing Complete	Security Checked	5/7/2026 1:46:32 PM
Completed	Security Checked	5/7/2026 1:46:32 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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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.

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/260735

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: Wendy L. McGraw

Mailing Address: 110 NE 53rd Court

City: Ocala State: FL Zip Code: 34470

Phone Number: 678-333-3100 Alternate Phone Number: _____

Email Address: jimandwendymcgraw@gmail.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 509522-142539

2. RGS Facility Information

Facility Location: 110 NE 53rd Court Ocala, Fl. 34470

Ocala Electric Utility Customer Account Number: 509522-142539

RGS Manufacturer: Canadian Solar, Inc.

Manufacturer's Address: 545 Speedvale Avenue West
Guelph, Ontario N1K 1E6

Reference or Model Number: CS6P-260P(26 Modules-260W) TIGO TS4-A-O RAPID SHUTDOWN

Serial Number: SMA SUNNY BOY SB7.7-1 SP-US-40

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3. Facility Rating Information

Gross Power Rating: 5.75kWac ("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: 4/23/25

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: Wendy L. McGraw Date: 4/23/25
(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 23rd day of April, 20 25, 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 Wendy L. McGraw, 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: 5/11/2026

Florida Municipal Power Agency

DocuSigned by:
By:
087F58EBB34B474...

Title: Chief Sys Ops & Tech Officer

Date: 5/11/2026

Customer

By: Wendy L. McGraw Date: 4/23/25
(Print Name)

(Signature)

Customer's City of Ocala Electric Utility Account Number: 509522-142539

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 23rd day of April, 20 25, by and between Wendy L. McGraw, (hereinafter called "**Customer**"), located at 110 NE 53rd Court 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: 110 NE 53rd Court Ocala, Fl. 34470.

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)

Docusign Envelope ID: F743B1E3-363B-8A05-81D5-7D6662AA6B2A

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: F743B1E3-363B-8A05-81D5-7D6662AA6B2A

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: F743B1E3-363B-8A05-81D5-7D6662AA6B2A

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: F743B1E3-363B-8A05-81D5-7D6662AA6B2A

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: F743B1E3-363B-8A05-81D5-7D6662AA6B2A

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: F743B1E3-363B-8A05-81D5-7D6662AA6B2A

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: 5/11/2026

Customer:

By: Wendy L. McGraw
(Print Name)

(Signature)

Date: 4/23/25

City of Ocala Electric Utility Account Number:

509522-142539

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

Docusign Envelope ID: F743B1E3-363B-8A05-81D5-7D6662AA6B2A

US Coastal Property & Casualty Insurance Company NEW POLICY

D-BILL: JAMES MCGRAW

GA:
CABRILLO COASTAL GENERAL INS AGENCY
PO BOX 357965
GAINESVILLE, FL 32635-7965

Agent: 701783 (352) 732-0800
CAREY INSURANCE AGENCY LLC
203 NE 8TH AVE
OCALA, FL 34470-6727

NAMED INSURED AND ADDRESS
JAMES MCGRAW
WENDY MCGRAW
110 NE 53RD CT
OCALA, FL 34470

LOCATION OF RESIDENCE PREMISES
(if different from Insured Address)

HOMEOWNER DECLARATIONS

POLICY NO: FLB0015963 **Policy Period:** 3/27/2026 to 3/27/2027 12:01 AM standard time at insured location

COVERAGE IS PROVIDED WHERE A PREMIUM OR LIMIT OF LIABILITY IS SHOWN FOR THE COVERAGE.

	SECTION I				SECTION II	
COVERAGES AND LIMITS OF LIABILITY	A. DWELLING	B. OTHER STRUCTURES	C. PERSONAL PROPERTY	D. LOSS OF USE	E. PERSONAL LIABILITY	F. MEDICAL PAYMENTS
	634,000	12,680	276,000	126,800	300,000	5,000

FOR LOSS UNDER SECTION I, WE COVER ONLY THAT PART OF LOSS OVER THE DEDUCTIBLE STATED, UNLESS OTHERWISE STATED IN YOUR POLICY:

DEDUCTIBLE (Section I Only):

CALENDAR YEAR HURRICANE DEDUCTIBLE IS 2% OF COVERAGE A = $12,680

THE ALL OTHER PERILS DEDUCTIBLE IS $2,500

PREMIUM SUMMARY:		
HURRICANE PREMIUM:	$1570.00	
NON-HURRICANE PREMIUM:	$1340.00	
TOTAL PREMIUM:		$2910.00
MGA FEE:		$25.00
EMERGENCY MGT FEE:		$2.00
FLORIDA HURRICANE CATASTROPHE FUND ASSESSMENT:		$.00
FLORIDA INSURANCE GUARANTY ASSOCIATION 1.0% ASSESSMENT:		$29.10
CITIZENS PROPERTY INSURANCE CORPORATION ASSESSMENT:		$.00
LEGISLATIVE PREMIUM TAX DISCOUNT:		$.00
TOTAL POLICY:		$2966.10

POLICY SUBJECT TO THE FOLLOWING SURCHARGES, CREDITS, ENDORSEMENTS AND FORMS:

FORM NO	EDITION	DESCRIPTON	LIMITS	PREMIUM
CC HO 0003	08/23	SPECIAL FORM		
SHPN-11	05/18	PRIVACY NOTICE		
CHO 422	11/21	POLICY JACKET		
CHO 429	12/17	OUTLINE OF COVERAGES		
CHO 412	01/17	HURRICANE DEDUCT-2%		
OIRB11670H		COVERAGE CHECKLIST		
CHO 420	02/07	ORDINANCE OR LAW 25% OF COVERAGE A	$158,500	
OIRB11655	02/10	LOSS MITIGATION NOT		
CHO 426	07/18	WATER BACKUP WIND MITIGATION CRDT		$50
CHO 419	06/21	LTD WATER DAMAGE COV	$10,000	
CHO 427	06/21	WATER DAMAGE EXCLUSN		
HO 23 86	01/06	PERS PROP REPL COST		
CHO 476	04/23	BURIED UTILITY LINE	$10,000	$40

ROOF SURFACE: METAL ROOF AGE: 8

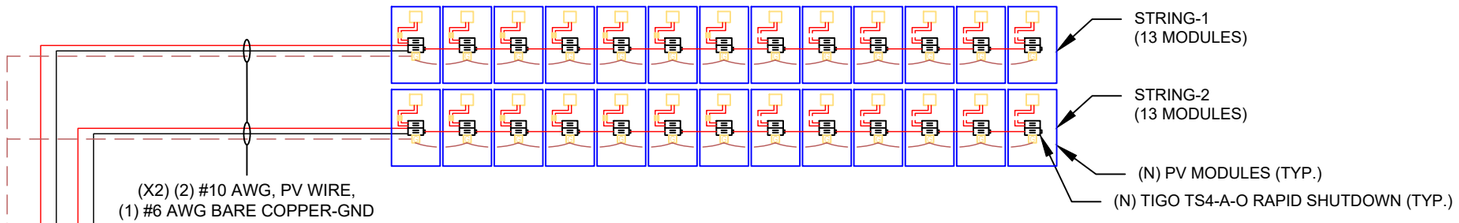
OCC: PRIMARY TER: 150 BUILT: 1984 CONST: MASONRY PRT CLS: 2 # FAMILIES: 1

SHHO DEC 03 25 **PGM:** HO3 **BCEG:** 99 **Date Issued:** 5/06/2

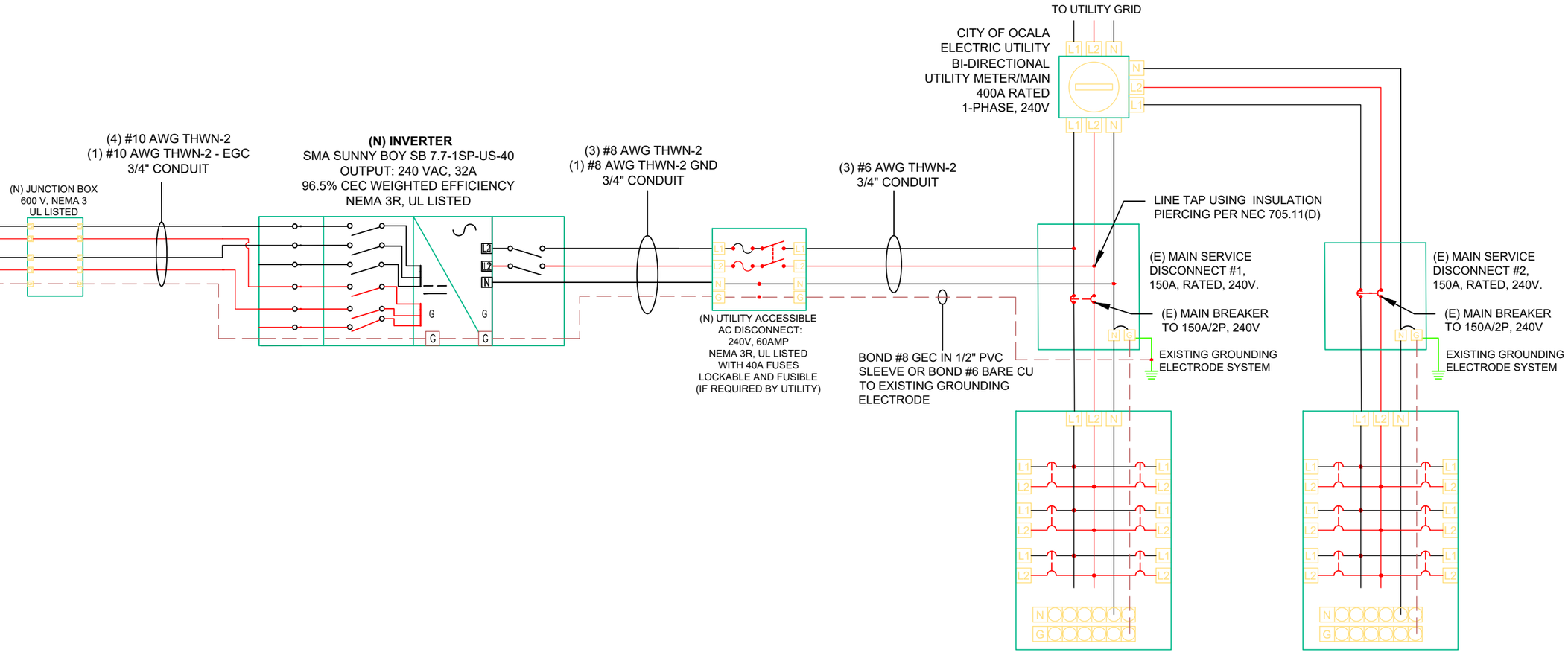
Docusign Envelope ID: F743B1E3-363B-8A05-81D5-7D6662AA6B2A

DC SYSTEM SIZE: 6.76 kW DC STC
AC SYSTEM SIZE: 7.68 kW AC
(26) CANADIAN SOLAR: CS6P-260P (260W) MODULES

(02) STRINGS OF 13 MODULES



SUPPLY SIDE CONNECTORS SUITABLE FOR USE ON THE LINE SIDE OF THE SERVICE EQUIPMENT



1 ELECTRICAL LINE DIAGRAM
E-02 SCALE: NTS

C & C ELECTRICAL CONTRACTORS INC

GREGORY CONNLEY
LIC.- EC13001863
27612 PROSPECT PL
WESLEY CHAPEL FL 33544

1563

REVISIONS

DESCRIPTION	DATE	REV

DATE: 03/03/2025

PROJECT NAME

MCGRAW, JAMES L

110 NE 53RD CT.,
OCALA, FL 34470

SHEET NAME
ELECTRICAL LINE DIAGRAM

SHEET SIZE
ANSI B
11" X 17"

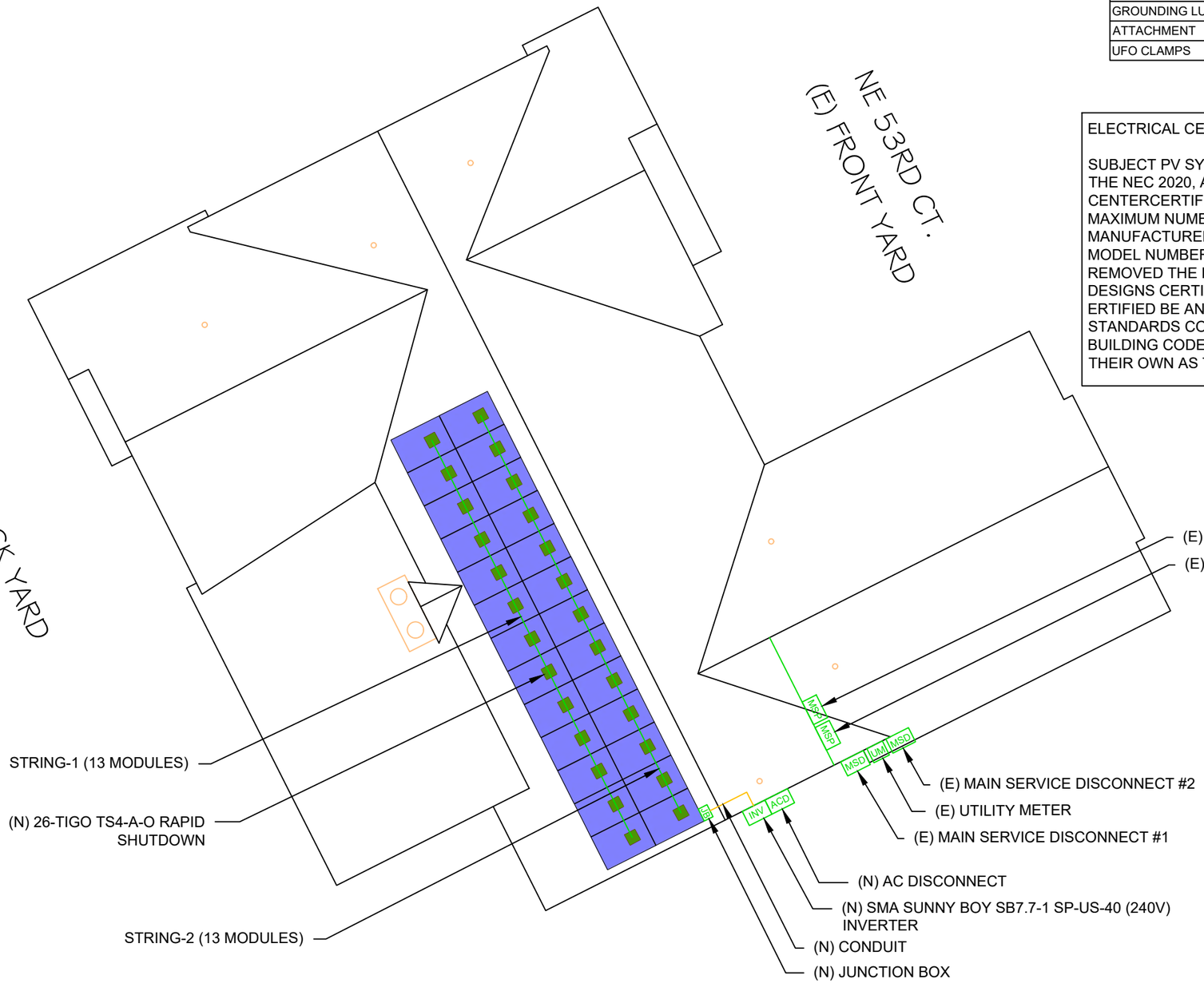
SHEET NUMBER
E-02

Signature with Seal

Docusign Envelope ID: F743B1E3-363B-8A05-81D5-7D6662AA6B2A

DC SYSTEM SIZE: 6.76 kW DC STC
AC SYSTEM SIZE: 7.68 kW AC
(26) CANADIAN SOLAR: CS6P-260P (260W) MODULES

(02) STRINGS OF 13 MODULES



1 ELECTRICAL SITE PLAN
E-01 SCALE: 3/32" = 1'-0"

BILL OF MATERIALS

EQUIPMENT	QTY	DESCRIPTION
SOLAR PV MODULE	26	CANADIAN SOLAR: CS6P-260P (260W) MODULES
JUNCTION BOX	1	JUNCTION BOX 600V, NEMA 3R UL LISTED
RAPID SHUTDOWN	26	TIGO TS4-A-O RAPID SHUTDOWN
INVERTER	01	SMA SUNNY BOY SB7.7-1 SP-US-40 (240V) INVERTER
AC DISCONNECT	1	60A FUSED AC DISCONNECT WITH 40A FUSES
RAIL	13	IRONRIDGE XR 100 RAIL,168 "
SPLICE	12	SPLICE KIT
GROUNDING LUG	4	GROUNDING LUG
ATTACHMENT	48	IRONRIDGE L-FOOT PV ROOF ATTACHMENT
UFO CLAMPS	56	UFO CLAMPS

ELECTRICAL CERTIFICATION STATEMENT:

SUBJECT PV SYSTEM HAS BEEN DESIGNED TO MEET THE REQUIREMENTS OF THE NEC 2020, AND/OR THOSE SET FORTH BY THE FLORIDA SOLAR ENERGY CENTERCERTIFICATION, INCLUDING MAXIMUM NUMBER OF MODULE STRINGS, MAXIMUM NUMBER OF MODULES PER STRING, MAXIMUM OUTPUT, MODULE MANUFACTURER AND MODEL NUMBER, INVERTER MANUFACTURER AND MODEL NUMBER, AS APPLICABLE. HB1021 AMENDED F.S. 377.05 IN 2017 REMOVED THE REQUIREMENT FOR DESIGNERS TO HAVE THEIR SYSTEM DESIGNS CERTIFIED BY FSEC. THE VERBIAGE "…UNLESS OTHERWISE ERTIFIED BE AN ENGINEER LICENSED PURSUANT TO CHAPTER 471 USING THE STANDARDS CONTAINED IN THE MOST RECENT VERSION OF THE FLORIDA BUILDING CODE." ALLOWS LICENSED ENGINEERS TO DESIGN PV SYSTEMS ON THEIR OWN AS THEY DO IN ALL OTHER TRADES.

LEGEND

MSD	- MAIN SERVICE DISCONNECT
MSP	- MAIN SERVICE PANEL
UM	- UTILITY METER
JB	- JUNCTION BOX
ACD	- AC DISCONNECT
INV	- INVERTER
	- ROOF OBSTRUCTION
	- CONDUIT
	- RAPID SHUTDOWN

1564

C & C ELECTRICAL CONTRACTORS INC

GREGORY CONNLEY
LIC.- EC13001863
27612 PROSPECT PL
WESLEY CHAPEL FL 33544

REVISIONS

DESCRIPTION	DATE	REV

DATE: 03/03/2025

PROJECT NAME

MCGRAW, JAMES L
110 NE 53RD CT.,
OCALA, FL 34470

SHEET NAME
ELECTRICAL SITE PLAN & BOM

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
E-01

Signature with Seal

Docusign Envelope ID: F743B1E3-363B-8A05-81D5-7D6662AA6B2A

SUNNY BOY
3.0-US / 3.8-US / 5.0-US / 6.0-US / 7.0-US / 7.7-US

Value-Added Improvements
- World's first Secure Power Supply now offers up to 2,000 W
- Full grid management capabilities ensure a utility-compliant solution for any market

Reduced Labor
- New Installation Assistant with direct access via smartphone minimizes time in the field
- Integrated disconnect simplifies equipment stocking and speeds installation

Unmatched Flexibility
- SMA's proprietary OptiTrac™ Global Peak technology mitigates shade with ease
- Multiple independent MPPTs accommodate hundreds of stringing possibilities

Trouble-Free Servicing
- Two-part enclosure concept allows for simple, expedited servicing
- Enhanced AFCI technology reduces false tripping while improving sensitivity in real arcs

Technical data	Sunny Boy 6.0-US		Sunny Boy 7.0-US		Sunny Boy 7.7-US	
	208 V	240 V	208 V	240 V	208 V	240 V
Input (DC)						
Max usable DC power	5400 W	6200 W	6900 W	7200 W	6900 W	7950 W
Max. DC Voltage	600 V					
Rated MPP Voltage range	220 – 480 V		245 - 480 V		270 - 480 V	
MPPT operating voltage range	100 – 550 V					
Min. DC voltage / start voltage	100 V / 125 V					
Max. operating input current per MPPT	10 A					
Max. short circuit current per MPPT	18 A					
Number of MPPT tracker / string per MPPT tracker	3 / 1					
Output (AC)						
AC nominal power	5200 W	6000 W	6660 W	7000 W	6660 W	7680 W
Max. AC apparent power	5200 VA	6000 VA	6660 VA	7000 VA	6660 VA	7680 VA
Nominal voltage / adjustable	208 V / ●	240 V / ●	208 V / ●	240 V / ●	208 V / ●	240 V / ●
AC voltage range	183 – 229 V	211 – 264 V	183 – 229 V	211 – 264 V	183 – 229 V	211 – 264 V
AC grid frequency	60 Hz / 50 Hz					
Max. output current	25.0 A	25.0 A	32.0 A	29.2 A	32.0 A	32.0 A
Power factor (cos φ)	1					
Output phases / line connections	1 / 2					
Harmonics	< 4 %					
Efficiency						
Max. efficiency	97.2 %	97.6 %	97.1 %	97.5 %	97.1 %	97.5 %
CEC efficiency	96.5 %	97 %	96.5 %	97 %	96.5 %	97 %
Protection devices						
DC disconnect device	●					
DC reverse polarity protection	●					
Ground fault monitoring / Grid monitoring	●					
AC short circuit protection	●					
All-pole sensitive residual current monitoring unit (RCMU)	●					
Arc fault circuit interrupter (AFCI)	●					
Protection class / overvoltage category	I / IV					
General data						
Dimensions (W / H / D) in mm (in)	535 x 730 x 198 (21.1 x 28.5 x 7.8)					
Packaging Dimensions (W / H / D) in mm (in)	600 x 800 x 300 (23.6 x 31.5 x 11.8)					
Weight	26 kg (57 lb)					
Packaging weight	30 kg (66 lb)					
Operating temperature range	– 25°C ...+60°C					
Noise emission (typical)	36 dB(A)		45 dB(A)			
Internal power consumption at night	< 5 W					
Topology	Transformerless					
Cooling concept	Convection		Fan			
Features						
Secure Power Supply	●					
Display (2 x 16 characters)	●					
Interfaces: Ethernet / WLAN	● / ●					
Sensor module / External WLAN antenna	○ / ○					
Warranty: 10 / 15 / 20 years	●/○/○					
Certificates and approvals	UL 1741, UL 1998, UL 1699B, IEEE1547, FCC Part 15 (Class A & B), CAN/CSA V22.2 107.1-1					
● Standard features ○ Optional features – Not available	Data at nominal conditions		NOTE: US inverters ship with gray lids.			
Type designation	SB6.0-1SP-US-40		SB7.0-1SP-US-40		SB7.7-1SP-US-40	

SUNNY BOY
3.0-US / 3.8-US / 5.0-US / 6.0-US / 7.0-US / 7.7-US

Reduce costs across your entire residential business model

The residential PV market is changing rapidly, and we understand that your bottom line matters more than ever. That's why we've designed a superior residential solution that will help you decrease costs throughout all stages of your business operations. The Sunny Boy 3.0-US/3.8-US/5.0-US/6.0-US/7.0-US/7.7-US join the SMA lineup of field-proven solar technology backed by the world's #1 service team, along with a wealth of improvements. Simple design, improved stocking and ordering, value driven sales support and streamlined installation are just some of the ways that SMA is working to help your business operate more efficiently.

www.SMA-America.com

SAME NAME, NEW GAME

The Sunny Boy 3.0-US through 7.7-US are once again raising the bar by offering improved performance, enhanced features, and most importantly, an economical approach to residential solar. Your business model is a value chain. The new Sunny Boy-US series can help you stay competitive in an increasingly price sensitive residential market by driving down costs across all of your business operations.

1565

C & C ELECTRICAL CONTRACTORS INC

GREGORY CONNLEY
LIC.- EC13001863
27612 PROSPECT PL
WESLEY CHAPEL FL 33544

REVISIONS		
DESCRIPTION	DATE	REV

DATE: 03/03/2025

PROJECT NAME

MCGRAW, JAMES L
110 NE 53RD CT.,
OCALA, FL 34470

SHEET NAME
INVERTER DATA SHEET

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
DS-02

Signature with Seal

Docusign Envelope ID: F743B1E3-363B-8A05-81D5-7D6662AA6B2A

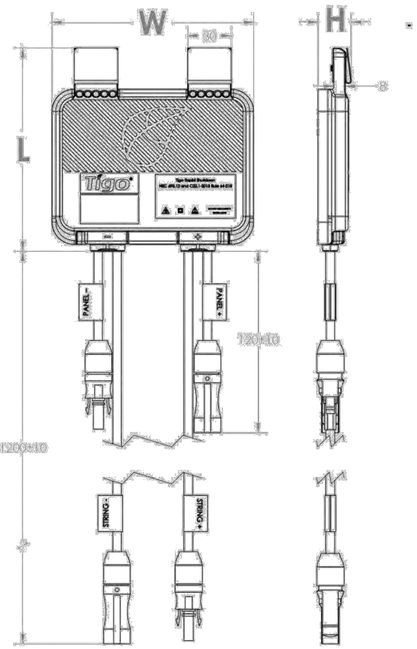
TS4-A-O

Module-level optimization, monitoring, and rapid shutdown

The Tigo TS4-A-O improves production, safety, and intelligence in new designs and existing systems. Patented technology delivers top performance with high efficiency for a fast ROI. Easy installation and long-term reliability reduce system downtime and truck rolls, while Tigo's Energy Intelligence platform enables quicker onsite commissioning and comprehensive remote monitoring.

Features

- Simple, fast installation – snap to a standard PV module frame or mount to racking
- Intelligent optimization – optimizes only when needed
- Module-level monitoring – full visibility into module- and system-level production
- Rapid shutdown – a UL/NEC-certified component for photovoltaic rapid shutdown systems (PVRSS) worldwide
- Works with any system – fully compatible with thousands of different inverter models from more than 50 inverter brands
- 25-year warranty
- Monitoring, rapid shutdown, and remote troubleshooting with TAP and CCA



Quick Specs

Height/width/depth	138.4 x 139.7 x 22.9mm (5.4 x 5.5 x 0.9in)
Weight	520g (1.15lbs)
Operating temperature	-40 – 70°C (-40 – 158°F)
Maximum elevation	2000m (6560ft)
Maximum current	15A
Maximum power	700W

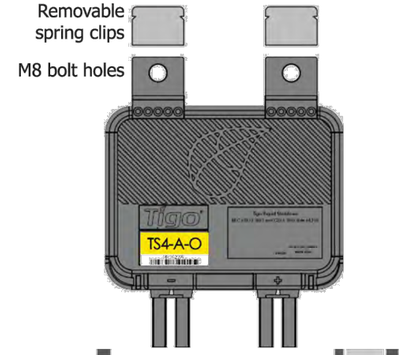
tigoenergy.com

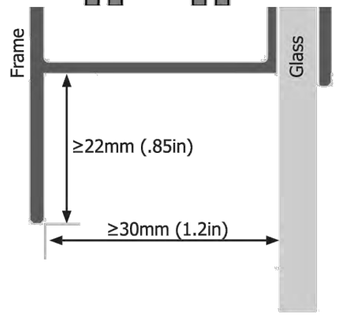
PN: 002-00143-00 | Rev. 1.0| 2023.04.19

Electrical	
Maximum input voltage (V_{OC} at lowest temperature)	80V
Input voltage range	16 – 80V[1]
Maximum input current (I_{MP}/I_{SC})	15A/15A
Maximum power	700W
Recommended fuse rating	20A
Conductor AWG	12
Rapid shutdown time limit	≤30s
PVRSE controlled conductors	≤240VA, ≤8A, ≤30V_{DC}
Operational Output (connected to inverter)	
Maximum output current	$I_{MOD\ MAX}$
Maximum output voltage	$V_{MOD\ MAX}$
Connections[2]	
Input (from module) cable length	0.12/0.62m
Output (to string) cable length	1.2m
Connectors	MC4, EVO2, MC4/EVO2 comparable
Environmental	
Storage temperature range	-40 – 85°C (-40 – 185°F)
Protection rating	IP68, NEMA 3R
Relative humidity	0 – 100%

[1] $V_{MOD\ MAX}$ of the connected panel = TS4-A-O $V_{DCU\ MAX}$
[2] Contact Sales for different options. Minimum order quantities may apply.

Module Mounting





The distance between an attached TS4 and module substrate must be ≥12.7mm (.5in).

Ordering Information

461-00252-32	TS4-A-O, 15A, 700W, 1500v UL/1000V IEC, 0.12/1.2m cables, MC4
461-00252-62	TS4-A-O, 15A, 700W, 1500V UL/1000V IEC, 0.62/1.2m cables, MC4
461-00261-32	TS4-A-O, 15A, 700W, 1500V UL/IEC, 0.12/1.2m cables, EVO2
461-00261-62	TS4-A-O, 15A, 700W, 1500V UL/IEC, 0.62/1.2m cables, EVO2
461-00280-00	TS4-A-O, 15A, 700W, 1500V UL/IEC, 0.12/1.2m cables, MC4/EVO2 comparable
461-00280-62	TS4-A-O, 15A, 700W, 1500V UL/IEC, 0.62/1.2m cables, MC4/EVO2 comparable
462-00252-32	TS4-A-O, 15A, 700W, 1000V IEC, 0.12/1.2m cables, MC4
462-00252-62	TS4-A-O, 15A, 700W, 1000V IEC, 0.62/1.2m cables, MC4
462-00261-32	TS4-A-O, 15A, 700W, 1500V IEC, 0.12/1.2m cables, EVO2
462-00261-62	TS4-A-O, 15A, 700W, 1500V IEC, 0.62/1.2m cables, EVO2
462-00280-00	TS4-A-O, 15A, 700W, 1500V IEC, 0.12/1.2m cables, MC4/EVO2 comparable
462-00280-62	TS4-A-O, 15A, 700W, 1500V IEC, 0.62/1.2m cables, MC4/EVO2 comparable

Resources

Tigo TS4-A-O | Tigo CCA | Tigo TAP | Community | Support

tigoenergy.com

PN: 002-00043-00 | Rev. 1.0| 2023.04.19

1566

C & C ELECTRICAL CONTRACTORS INC

GREGORY CONNLEY
LIC.- EC13001863
27612 PROSPECT PL
WESLEY CHAPEL FL 33544

REVISIONS

DESCRIPTION	DATE	REV

DATE: 03/03/2025

PROJECT NAME

MCGRAW, JAMES L
110 NE 53RD CT.,
OCALA, FL 34470

SHEET NAME
RSD DATA SHEET

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
DS-03

Signature with Seal

Docusign Envelope ID: F743B1E3-363B-8A05-81D5-7D6662AA6B2A

CS6P-260|265|270P

The high quality and reliability of Canadian Solar's modules is ensured by 15 years of experience in module manufacturing, well-engineered module design, stringent BOM quality testing, an automated manufacturing process and 100% EL testing.

*Black frame product can be provided upon request.

25 years linear power output warranty

10 years product warranty on materials and workmanship

KEY FEATURES

- Excellent module efficiency of up to 16.79 %
- Outstanding low irradiance performance: 96.5 %
- +5Wp — Positive power tolerance of up to 5 W
- No. 1 PTC — High PTC rating of up to 92.0 %
- IP67 — IP67 junction box for long-term weather endurance
- Heavy snow load up to 5400 Pa, wind load up to 2400 Pa
- Salt mist, ammonia and blown sand resistance, for seaside, farm and desert environments*

MANAGEMENT SYSTEM CERTIFICATES*

ISO 9001:2008 / Quality management system
ISO/TS 16949:2009 / The automotive industry quality management system
ISO 14001:2004 / Standards for environmental management system
OHSAS 18001:2007 / International standards for occupational health & safety

PRODUCT CERTIFICATES*

IEC 61215 / IEC 61730: VDE / CE / MCS / JET / SII / CEC AU / INMETRO / CQC
UL 1703 / IEC 61215 performance: CEC listed (US) / FSEC (US Florida)
UL 1703: CSA / IEC 61701 ED2: VDE / IEC 62716: VDE / IEC 60068-2-68: SGS
Take-e-way / UNI 9177 Reaction to Fire: Class 1

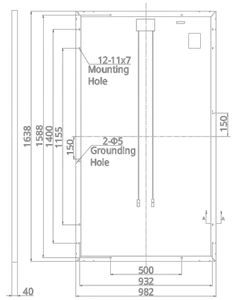
* As there are different certification requirements in different markets, please contact your local Canadian Solar sales representative for the specific certificates applicable to the products in the region in which the products are to be used.

CANADIAN SOLAR INC. is committed to providing high quality solar products, solar system solutions and services to customers around the world. As a leading manufacturer of solar modules and PV project developer with over 14 GW of premium quality modules deployed around the world since 2001, Canadian Solar Inc. (NASDAQ: CSIQ) is one of the most bankable solar companies worldwide.

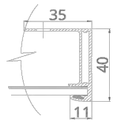
CANADIAN SOLAR INC.
545 Speedvale Avenue West, Guelph, Ontario N1K 1E6, Canada, www.canadiansolar.com, support@canadiansolar.com

ENGINEERING DRAWING (mm)

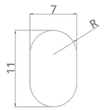
Rear View



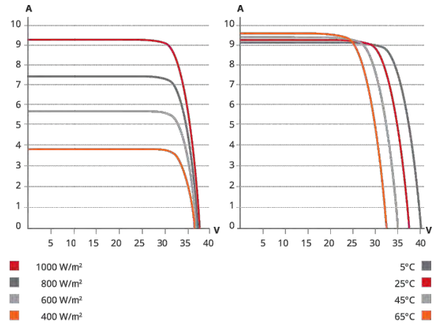
Frame Cross Section A-A



Mounting Hole



CS6P-265P / I-V CURVES



ELECTRICAL DATA | STC*

CS6P	260P	265P	270P
Nominal Max. Power (Pmax)	260 W	265 W	270 W
Opt. Operating Voltage (Vmp)	30.4 V	30.6 V	30.8 V
Opt. Operating Current (Imp)	8.56 A	8.66 A	8.75 A
Open Circuit Voltage (Voc)	37.5 V	37.7 V	37.9 V
Short Circuit Current (Isc)	9.12 A	9.23 A	9.32 A
Module Efficiency	16.16 %	16.47 %	16.79 %
Operating Temperature	-40°C ~ +85°C		
Max. System Voltage	1000 V (IEC) or 1000 V (UL)		
Module Fire Performance	TYPE 1 (UL 1703) or CLASS C (IEC 61730)		
Max. Series Fuse Rating	15 A		
Application Classification	Class A		
Power Tolerance	0 ~ + 5 W		

* Under Standard Test Conditions (STC) of irradiance of 1000 W/m², spectrum AM 1.5 and cell temperature of 25°C.

ELECTRICAL DATA | NOCT*

CS6P	260P	265P	270P
Nominal Max. Power (Pmax)	189 W	192 W	196 W
Opt. Operating Voltage (Vmp)	27.7 V	27.9 V	28.1 V
Opt. Operating Current (Imp)	6.80 A	6.88 A	6.97 A
Open Circuit Voltage (Voc)	34.5 V	34.7 V	34.8 V
Short Circuit Current (Isc)	7.39 A	7.48 A	7.55 A

* Under Nominal Operating Cell Temperature (NOCT), irradiance of 800 W/m², spectrum AM 1.5, ambient temperature 20°C, wind speed 1 m/s.

PERFORMANCE AT LOW IRRADIANCE

Industry leading performance at low irradiance, average relative efficiency of 96.5 % from an irradiance of 1000 W/m² to 200 W/m² (AM 1.5, 25°C).

The specification and key features described in this datasheet may deviate slightly and are not guaranteed. Due to on-going innovation, research and product enhancement, Canadian Solar Inc. reserves the right to make any adjustment to the information described herein at any time without notice. Please always obtain the most recent version of the datasheet which shall be duly incorporated into the binding contract made by the parties governing all transactions related to the purchase and sale of the products described herein.

Caution: For professional use only. The installation and handling of PV modules requires professional skills and should only be performed by qualified professionals. Please read the safety and installation instructions before using the modules.

MECHANICAL DATA

Specification	Data
Cell Type	Poly-crystalline, 6 inch
Cell Arrangement	60 (6×10)
Dimensions	1638×982×40 mm (64.5×38.7×1.57 in)
Weight	18 kg (39.7 lbs)
Front Cover	3.2 mm tempered glass
Frame Material	Anodized aluminium alloy
J-Box	IP67, 3 diodes
Cable	4 mm² (IEC)or 4 mm² & 12 AWG 1000 V (UL), 1000 mm (39.4 in) (650 mm (25.6 in) is optional)
Connectors	Friends PV2a (IEC), Friends PV2b (IEC / UL)
Standard Packaging	26 pieces, 515 kg (1135.4 lbs) (quantity & weight per pallet)
Module Pieces per Container	728 pieces (40' HQ)

TEMPERATURE CHARACTERISTICS

Specification	Data
Temperature Coefficient (Pmax)	-0.41 % / °C
Temperature Coefficient (Voc)	-0.31 % / °C
Temperature Coefficient (Isc)	0.053 % / °C
Nominal Operating Cell Temperature	45±2 °C

PARTNER SECTION

Scan this QR-code to discover solar projects built with this module

CANADIAN SOLAR INC. Mar. 2016. All rights reserved, PV Module Product Datasheet V5.4C1_EN

1567

C & C ELECTRICAL CONTRACTORS INC

GREGORY CONNLEY
LIC.- EC13001863
27612 PROSPECT PL
WESLEY CHAPEL FL 33544

REVISIONS		
DESCRIPTION	DATE	REV
DATE: 03/03/2025		

PROJECT NAME

MCGRAW, JAMES L

110 NE 53RD CT.,
OCALA, FL 34470

SHEET NAME
MODULE DATA SHEET

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
DS-01

Signature with Seal

Certificate Of Completion

Envelope Id: F743B1E3-363B-8A05-81D5-7D6662AA6B2A
Status: Completed
Subject: FOR SIGNATURES - Net Metering Agreement - Wendy McGraw - ELE/260735
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Document Pages: 26
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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

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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: 5/7/2026 2:42:29 PM Viewed: 5/7/2026 4:31:58 PM Signed: 5/11/2026 8:05:07 AM
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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: 38.77.131.2	Sent: 5/11/2026 8:05:10 AM Viewed: 5/11/2026 8:33:08 AM Signed: 5/11/2026 8:33:34 AM
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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**
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Certified Delivered	Security Checked	5/11/2026 8:33:08 AM
Signing Complete	Security Checked	5/11/2026 8:33:34 AM
Completed	Security Checked	5/11/2026 8:33:34 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.

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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

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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.

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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:

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/260735

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: Wendy L. McGraw

Mailing Address: 110 NE 53rd Court

City: Ocala State: FL Zip Code: 34470

Phone Number: 678-333-3100 Alternate Phone Number: _____

Email Address: jimandwendymcgraw@gmail.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 509522-142539

2. RGS Facility Information

Facility Location: 110 NE 53rd Court Ocala, Fl. 34470

Ocala Electric Utility Customer Account Number: 509522-142539

RGS Manufacturer: Canadian Solar, Inc.

Manufacturer's Address: 545 Speedvale Avenue West
Guelph, Ontario N1K 1E6

Reference or Model Number: CS6P-260P(26 Modules-260W) TIGO TS4-A-O RAPID SHUTDOWN

Serial Number: SMA SUNNY BOY SB7.7-1 SP-US-40

(Continued on Sheet No.19.1)

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3. Facility Rating Information

Gross Power Rating: 5.75kWac ("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: 4/23/25

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: Wendy L. McGraw Date: 4/23/25
(Print Name)

(Signature)

Docusign Envelope ID: F743B1E3-363B-8A05-81D5-7D6662AA6B2A

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 23rd day of April, 20 25, 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 Wendy L. McGraw, 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: 5/11/2026

Florida Municipal Power Agency

DocuSigned by:
By:
087F58EBB34B474...

Title: Chief Sys Ops & Tech Officer

Date: 5/11/2026

Customer

By: Wendy L. McGraw Date: 4/23/25
(Print Name)

(Signature)

Customer's City of Ocala Electric Utility Account Number: 509522-142539

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

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 23rd day of April, 20 25, by and between Wendy L. McGraw, (hereinafter called "**Customer**"), located at 110 NE 53rd Court 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: 110 NE 53rd Court Ocala, Fl. 34470.

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.

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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.

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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)

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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)

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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)

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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: F743B1E3-363B-8A05-81D5-7D6662AA6B2A

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: 5/11/2026

Customer:

By: Wendy L. McGraw
(Print Name)

(Signature)

Date: 4/23/25

City of Ocala Electric Utility Account Number:

509522-142539

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

Docusign Envelope ID: F743B1E3-363B-8A05-81D5-7D6662AA6B2A

US Coastal Property & Casualty Insurance Company NEW POLICY

D-BILL: JAMES MCGRAW

GA:
CABRILLO COASTAL GENERAL INS AGENCY
PO BOX 357965
GAINESVILLE, FL 32635-7965

Agent: 701783 (352) 732-0800
CAREY INSURANCE AGENCY LLC
203 NE 8TH AVE
OCALA, FL 34470-6727

NAMED INSURED AND ADDRESS
JAMES MCGRAW
WENDY MCGRAW
110 NE 53RD CT
OCALA, FL 34470

LOCATION OF RESIDENCE PREMISES
(if different from Insured Address)

HOMEOWNER DECLARATIONS

POLICY NO: FLB0015963 **Policy Period:** 3/27/2026 to 3/27/2027 12:01 AM standard time at insured location

COVERAGE IS PROVIDED WHERE A PREMIUM OR LIMIT OF LIABILITY IS SHOWN FOR THE COVERAGE.

	SECTION I				SECTION II	
COVERAGES AND LIMITS OF LIABILITY	A. DWELLING	B. OTHER STRUCTURES	C. PERSONAL PROPERTY	D. LOSS OF USE	E. PERSONAL LIABILITY	F. MEDICAL PAYMENTS
	634,000	12,680	276,000	126,800	300,000	5,000

FOR LOSS UNDER SECTION I, WE COVER ONLY THAT PART OF LOSS OVER THE DEDUCTIBLE STATED, UNLESS OTHERWISE STATED IN YOUR POLICY:

DEDUCTIBLE (Section I Only):

CALENDAR YEAR HURRICANE DEDUCTIBLE IS 2% OF COVERAGE A = $12,680

THE ALL OTHER PERILS DEDUCTIBLE IS $2,500

PREMIUM SUMMARY:		
HURRICANE PREMIUM:	$1570.00	
NON-HURRICANE PREMIUM:	$1340.00	
TOTAL PREMIUM:		$2910.00
MGA FEE:		$25.00
EMERGENCY MGT FEE:		$2.00
FLORIDA HURRICANE CATASTROPHE FUND ASSESSMENT:		$.00
FLORIDA INSURANCE GUARANTY ASSOCIATION 1.0% ASSESSMENT:		$29.10
CITIZENS PROPERTY INSURANCE CORPORATION ASSESSMENT:		$.00
LEGISLATIVE PREMIUM TAX DISCOUNT:		$.00
TOTAL POLICY:		$2966.10

POLICY SUBJECT TO THE FOLLOWING SURCHARGES, CREDITS, ENDORSEMENTS AND FORMS:

FORM NO	EDITION	DESCRIPTON	LIMITS	PREMIUM
CC HO 0003	08/23	SPECIAL FORM		
SHPN-11	05/18	PRIVACY NOTICE		
CHO 422	11/21	POLICY JACKET		
CHO 429	12/17	OUTLINE OF COVERAGES		
CHO 412	01/17	HURRICANE DEDUCT-2%		
OIRB11670H		COVERAGE CHECKLIST		
CHO 420	02/07	ORDINANCE OR LAW 25% OF COVERAGE A	$158,500	
OIRB11655	02/10	LOSS MITIGATION NOT		
CHO 426	07/18	WATER BACKUP WIND MITIGATION CRDT		$50
CHO 419	06/21	LTD WATER DAMAGE COV	$10,000	
CHO 427	06/21	WATER DAMAGE EXCLUSN		
HO 23 86	01/06	PERS PROP REPL COST		
CHO 476	04/23	BURIED UTILITY LINE	$10,000	$40

ROOF SURFACE: METAL ROOF AGE: 8

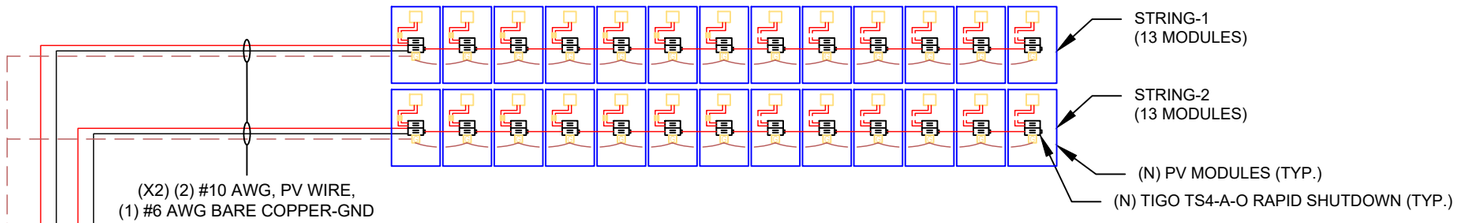
OCC: PRIMARY TER: 150 BUILT: 1984 CONST: MASONRY PRT CLS: 2 # FAMILIES: 1

SHHO DEC 03 25 **PGM:** HO3 **BCEG:** 99 **Date Issued:** 5/06/2

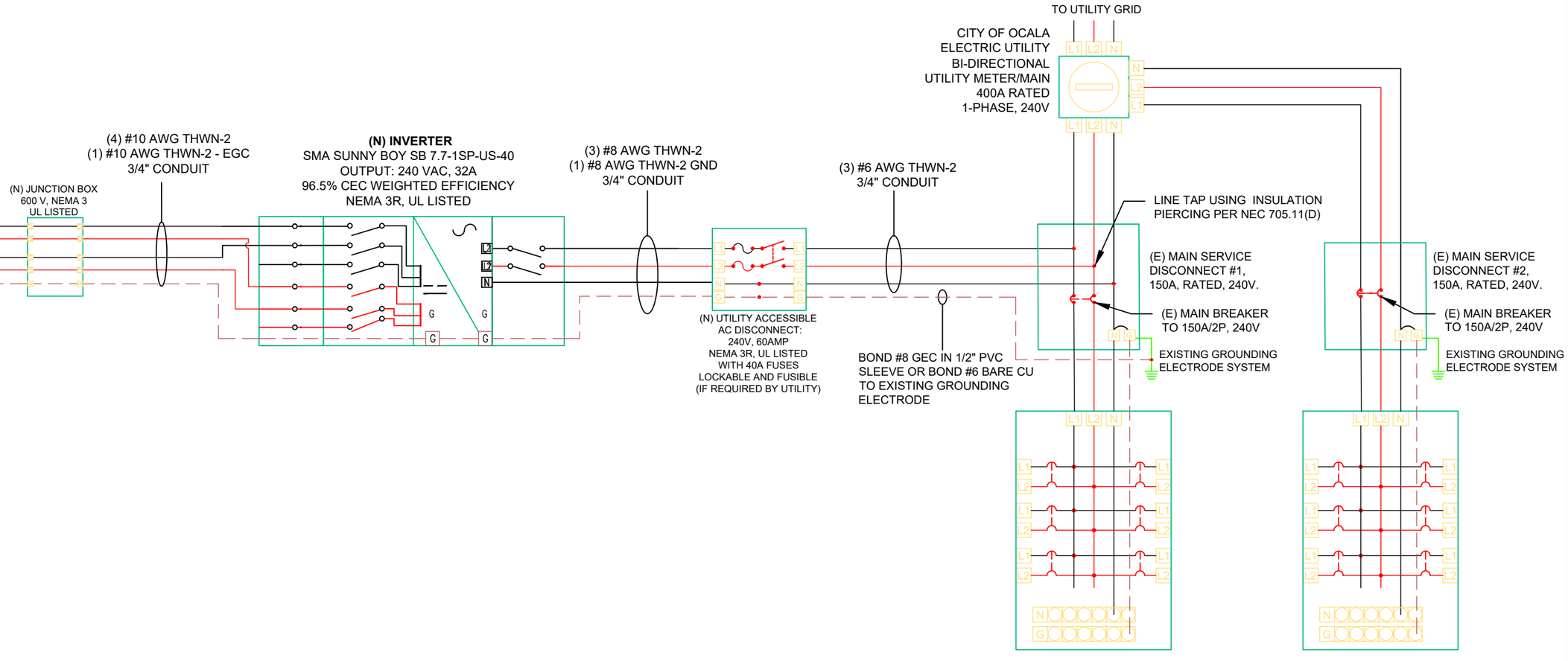
Docusign Envelope ID: F743B1E3-363B-8A05-81D5-7D6662AA6B2A

DC SYSTEM SIZE: 6.76 kW DC STC
AC SYSTEM SIZE: 7.68 kW AC
(26) CANADIAN SOLAR: CS6P-260P (260W) MODULES

(02) STRINGS OF 13 MODULES



SUPPLY SIDE CONNECTORS SUITABLE FOR USE ON THE LINE SIDE OF THE SERVICE EQUIPMENT



1 ELECTRICAL LINE DIAGRAM
E-02 SCALE: NTS

C & C ELECTRICAL CONTRACTORS INC

GREGORY CONNLEY
LIC.- EC13001863
27612 PROSPECT PL
WESLEY CHAPEL FL 33544

1563

REVISIONS

DESCRIPTION	DATE	REV

DATE: 03/03/2025

PROJECT NAME

MCGRAW, JAMES L

110 NE 53RD CT.,
OCALA, FL 34470

SHEET NAME
ELECTRICAL LINE DIAGRAM

SHEET SIZE
ANSI B
11" X 17"

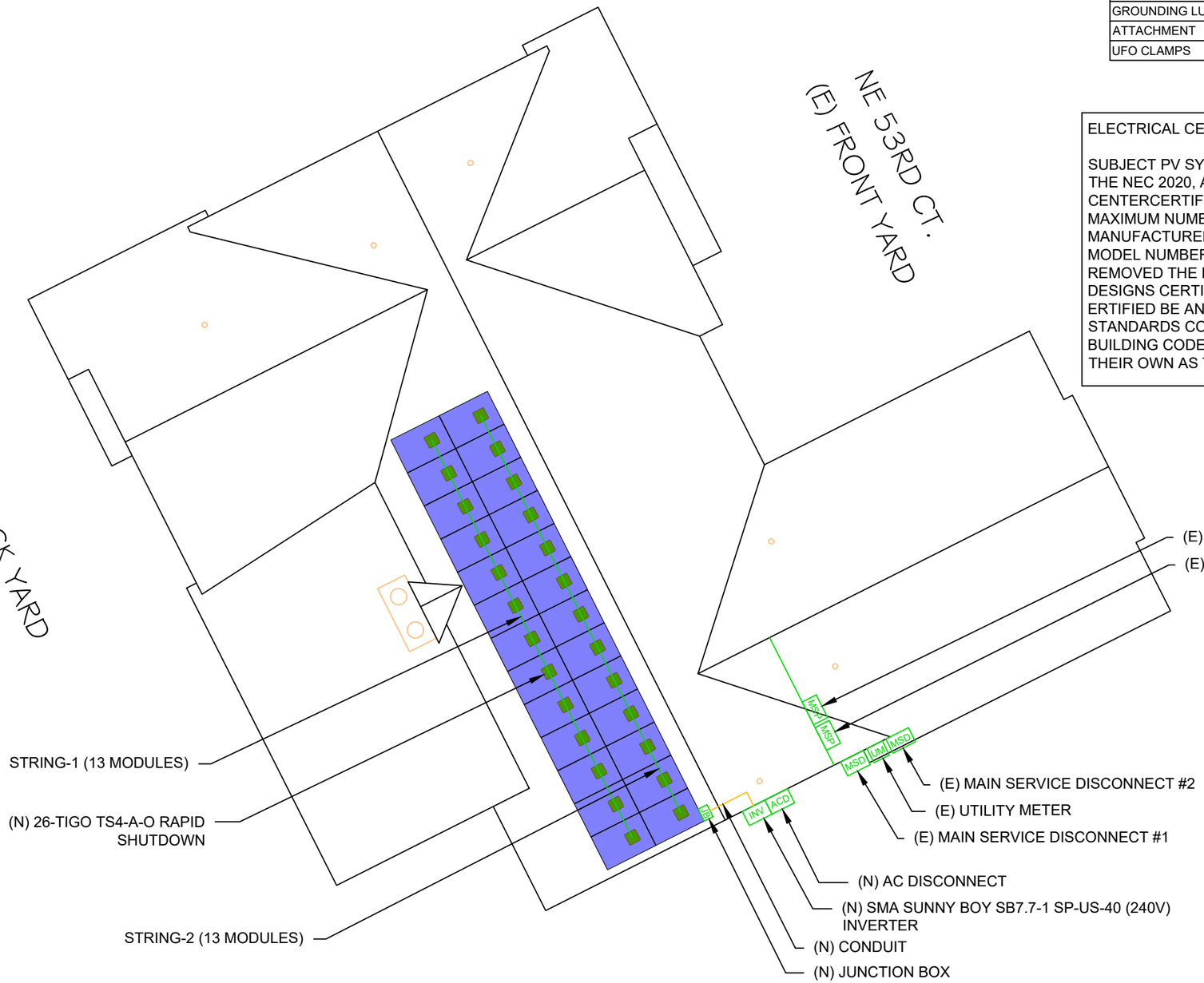
SHEET NUMBER
E-02

Signature with Seal

Docusign Envelope ID: F743B1E3-363B-8A05-81D5-7D6662AA6B2A

DC SYSTEM SIZE: 6.76 kW DC STC
AC SYSTEM SIZE: 7.68 kW AC
(26) CANADIAN SOLAR: CS6P-260P (260W) MODULES

(02) STRINGS OF 13 MODULES



1 ELECTRICAL SITE PLAN
E-01 SCALE: 3/32" = 1'-0"

BILL OF MATERIALS

EQUIPMENT	QTY	DESCRIPTION
SOLAR PV MODULE	26	CANADIAN SOLAR: CS6P-260P (260W) MODULES
JUNCTION BOX	1	JUNCTION BOX 600V, NEMA 3R UL LISTED
RAPID SHUTDOWN	26	TIGO TS4-A-O RAPID SHUTDOWN
INVERTER	01	SMA SUNNY BOY SB7.7-1 SP-US-40 (240V) INVERTER
AC DISCONNECT	1	60A FUSED AC DISCONNECT WITH 40A FUSES
RAIL	13	IRONRIDGE XR 100 RAIL,168 "
SPLICE	12	SPLICE KIT
GROUNDING LUG	4	GROUNDING LUG
ATTACHMENT	48	IRONRIDGE L-FOOT PV ROOF ATTACHMENT
UFO CLAMPS	56	UFO CLAMPS

ELECTRICAL CERTIFICATION STATEMENT:

SUBJECT PV SYSTEM HAS BEEN DESIGNED TO MEET THE REQUIREMENTS OF THE NEC 2020, AND/OR THOSE SET FORTH BY THE FLORIDA SOLAR ENERGY CENTERCERTIFICATION, INCLUDING MAXIMUM NUMBER OF MODULE STRINGS, MAXIMUM NUMBER OF MODULES PER STRING, MAXIMUM OUTPUT, MODULE MANUFACTURER AND MODEL NUMBER, INVERTER MANUFACTURER AND MODEL NUMBER, AS APPLICABLE. HB1021 AMENDED F.S. 377.05 IN 2017 REMOVED THE REQUIREMENT FOR DESIGNERS TO HAVE THEIR SYSTEM DESIGNS CERTIFIED BY FSEC. THE VERBIAGE "…UNLESS OTHERWISE ERTIFIED BE AN ENGINEER LICENSED PURSUANT TO CHAPTER 471 USING THE STANDARDS CONTAINED IN THE MOST RECENT VERSION OF THE FLORIDA BUILDING CODE." ALLOWS LICENSED ENGINEERS TO DESIGN PV SYSTEMS ON THEIR OWN AS THEY DO IN ALL OTHER TRADES.

LEGEND

MSD	- MAIN SERVICE DISCONNECT
MSP	- MAIN SERVICE PANEL
UM	- UTILITY METER
JB	- JUNCTION BOX
ACD	- AC DISCONNECT
INV	- INVERTER
	- ROOF OBSTRUCTION
	- CONDUIT
	- RAPID SHUTDOWN

1564

C & C ELECTRICAL CONTRACTORS INC

GREGORY CONNLEY
LIC.- EC13001863
27612 PROSPECT PL
WESLEY CHAPEL FL 33544

REVISIONS

DESCRIPTION	DATE	REV

DATE: 03/03/2025

PROJECT NAME

MCGRAW, JAMES L
110 NE 53RD CT.,
OCALA, FL 34470

SHEET NAME
ELECTRICAL SITE PLAN & BOM

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
E-01

Signature with Seal

Docusign Envelope ID: F743B1E3-363B-8A05-81D5-7D6662AA6B2A

SUNNY BOY
3.0-US / 3.8-US / 5.0-US / 6.0-US / 7.0-US / 7.7-US

Value-Added Improvements
- World's first Secure Power Supply now offers up to 2,000 W
- Full grid management capabilities ensure a utility-compliant solution for any market

Reduced Labor
- New Installation Assistant with direct access via smartphone minimizes time in the field
- Integrated disconnect simplifies equipment stocking and speeds installation

Unmatched Flexibility
- SMA's proprietary OptiTrac™ Global Peak technology mitigates shade with ease
- Multiple independent MPPTs accommodate hundreds of stringing possibilities

Trouble-Free Servicing
- Two-part enclosure concept allows for simple, expedited servicing
- Enhanced AFCI technology reduces false tripping while improving sensitivity in real arcs

Technical data	Sunny Boy 6.0-US		Sunny Boy 7.0-US		Sunny Boy 7.7-US	
	208 V	240 V	208 V	240 V	208 V	240 V
Input (DC)						
Max usable DC power	5400 W	6200 W	6900 W	7200 W	6900 W	7950 W
Max. DC Voltage	600 V					
Rated MPP Voltage range	220 – 480 V		245 - 480 V		270 - 480 V	
MPPT operating voltage range	100 – 550 V					
Min. DC voltage / start voltage	100 V / 125 V					
Max. operating input current per MPPT	10 A					
Max. short circuit current per MPPT	18 A					
Number of MPPT tracker / string per MPPT tracker	3 / 1					
Output (AC)						
AC nominal power	5200 W	6000 W	6660 W	7000 W	6660 W	7680 W
Max. AC apparent power	5200 VA	6000 VA	6660 VA	7000 VA	6660 VA	7680 VA
Nominal voltage / adjustable	208 V / ●	240 V / ●	208 V / ●	240 V / ●	208 V / ●	240 V / ●
AC voltage range	183 – 229 V	211 – 264 V	183 – 229 V	211 – 264 V	183 – 229 V	211 – 264 V
AC grid frequency	60 Hz / 50 Hz					
Max. output current	25.0 A	25.0 A	32.0 A	29.2 A	32.0 A	32.0 A
Power factor (cos φ)	1					
Output phases / line connections	1 / 2					
Harmonics	< 4 %					
Efficiency						
Max. efficiency	97.2 %	97.6 %	97.1 %	97.5 %	97.1 %	97.5 %
CEC efficiency	96.5 %	97 %	96.5 %	97 %	96.5 %	97 %
Protection devices						
DC disconnect device	●					
DC reverse polarity protection	●					
Ground fault monitoring / Grid monitoring	●					
AC short circuit protection	●					
All-pole sensitive residual current monitoring unit (RCMU)	●					
Arc fault circuit interrupter (AFCI)	●					
Protection class / overvoltage category	I / IV					
General data						
Dimensions (W / H / D) in mm (in)	535 x 730 x 198 (21.1 x 28.5 x 7.8)					
Packaging Dimensions (W / H / D) in mm (in)	600 x 800 x 300 (23.6 x 31.5 x 11.8)					
Weight	26 kg (57 lb)					
Packaging weight	30 kg (66 lb)					
Operating temperature range	– 25°C ...+60°C					
Noise emission (typical)	36 dB(A)		45 dB(A)			
Internal power consumption at night	< 5 W					
Topology	Transformerless					
Cooling concept	Convection		Fan			
Features						
Secure Power Supply	●					
Display (2 x 16 characters)	●					
Interfaces: Ethernet / WLAN	● / ●					
Sensor module / External WLAN antenna	○ / ○					
Warranty: 10 / 15 / 20 years	●/○/○					
Certificates and approvals	UL 1741, UL 1998, UL 1699B, IEEE1547, FCC Part 15 (Class A & B), CAN/CSA V22.2 107.1-1					
● Standard features ○ Optional features – Not available	Data at nominal conditions		NOTE: US inverters ship with gray lids.			
Type designation	SB6.0-1SP-US-40		SB7.0-1SP-US-40		SB7.7-1SP-US-40	

SUNNY BOY
3.0-US / 3.8-US / 5.0-US / 6.0-US / 7.0-US / 7.7-US

Reduce costs across your entire residential business model

The residential PV market is changing rapidly, and we understand that your bottom line matters more than ever. That's why we've designed a superior residential solution that will help you decrease costs throughout all stages of your business operations. The Sunny Boy 3.0-US/3.8-US/5.0-US/6.0-US/7.0-US/7.7-US join the SMA lineup of field-proven solar technology backed by the world's #1 service team, along with a wealth of improvements. Simple design, improved stocking and ordering, value driven sales support and streamlined installation are just some of the ways that SMA is working to help your business operate more efficiently.

www.SMA-America.com

SAME NAME, NEW GAME

The Sunny Boy 3.0-US through 7.7-US are once again raising the bar by offering improved performance, enhanced features, and most importantly, an economical approach to residential solar. Your business model is a value chain. The new Sunny Boy-US series can help you stay competitive in an increasingly price sensitive residential market by driving down costs across all of your business operations.

1565

C & C ELECTRICAL CONTRACTORS INC

GREGORY CONNLEY
LIC.- EC13001863
27612 PROSPECT PL
WESLEY CHAPEL FL 33544

REVISIONS		
DESCRIPTION	DATE	REV

DATE: 03/03/2025

PROJECT NAME

MCGRAW, JAMES L
110 NE 53RD CT.,
OCALA, FL 34470

SHEET NAME
INVERTER DATA SHEET

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
DS-02

Signature with Seal

Docusign Envelope ID: F743B1E3-363B-8A05-81D5-7D6662AA6B2A

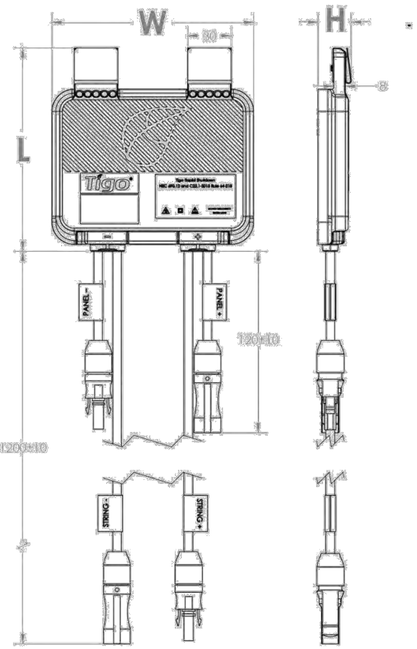
TS4-A-O

Module-level optimization, monitoring, and rapid shutdown

The Tigo TS4-A-O improves production, safety, and intelligence in new designs and existing systems. Patented technology delivers top performance with high efficiency for a fast ROI. Easy installation and long-term reliability reduce system downtime and truck rolls, while Tigo's Energy Intelligence platform enables quicker onsite commissioning and comprehensive remote monitoring.

Features

- Simple, fast installation – snap to a standard PV module frame or mount to racking
- Intelligent optimization – optimizes only when needed
- Module-level monitoring – full visibility into module- and system-level production
- Rapid shutdown – a UL/NEC-certified component for photovoltaic rapid shutdown systems (PVRSS) worldwide
- Works with any system – fully compatible with thousands of different inverter models from more than 50 inverter brands
- 25-year warranty
- Monitoring, rapid shutdown, and remote troubleshooting with TAP and CCA



Quick Specs

Height/width/depth	138.4 x 139.7 x 22.9mm (5.4 x 5.5 x 0.9in)
Weight	520g (1.15lbs)
Operating temperature	-40 – 70°C (-40 – 158°F)
Maximum elevation	2000m (6560ft)
Maximum current	15A
Maximum power	700W

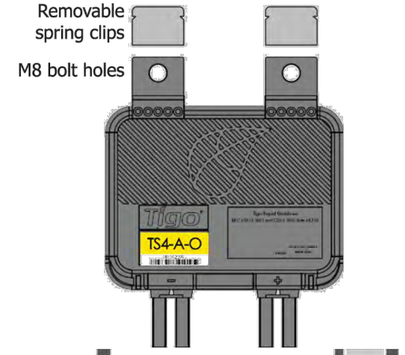
tigoenergy.com

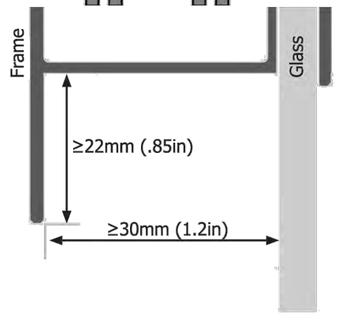
PN: 002-00143-00 | Rev. 1.0| 2023.04.19

Electrical	
Maximum input voltage (V_{OC} at lowest temperature)	80V
Input voltage range	16 – 80V[1]
Maximum input current (I_{MP}/I_{SC})	15A/15A
Maximum power	700W
Recommended fuse rating	20A
Conductor AWG	12
Rapid shutdown time limit	≤30s
PVRSE controlled conductors	≤240VA, ≤8A, ≤30V_{DC}
Operational Output (connected to inverter)	
Maximum output current	$I_{MOD\ MAX}$
Maximum output voltage	$V_{MOD\ MAX}$
Connections[2]	
Input (from module) cable length	0.12/0.62m
Output (to string) cable length	1.2m
Connectors	MC4, EVO2, MC4/EVO2 comparable
Environmental	
Storage temperature range	-40 – 85°C (-40 – 185°F)
Protection rating	IP68, NEMA 3R
Relative humidity	0 – 100%

[1] $V_{MOD\ MAX}$ of the connected panel = TS4-A-O $V_{DCU\ MAX}$
[2] Contact Sales for different options. Minimum order quantities may apply.

Module Mounting





The distance between an attached TS4 and module substrate must be ≥12.7mm (.5in).

Ordering Information

461-00252-32	TS4-A-O, 15A, 700W, 1500v UL/1000V IEC, 0.12/1.2m cables, MC4
461-00252-62	TS4-A-O, 15A, 700W, 1500V UL/1000V IEC, 0.62/1.2m cables, MC4
461-00261-32	TS4-A-O, 15A, 700W, 1500V UL/IEC, 0.12/1.2m cables, EVO2
461-00261-62	TS4-A-O, 15A, 700W, 1500V UL/IEC, 0.62/1.2m cables, EVO2
461-00280-00	TS4-A-O, 15A, 700W, 1500V UL/IEC, 0.12/1.2m cables, MC4/EVO2 comparable
461-00280-62	TS4-A-O, 15A, 700W, 1500V UL/IEC, 0.62/1.2m cables, MC4/EVO2 comparable
462-00252-32	TS4-A-O, 15A, 700W, 1000V IEC, 0.12/1.2m cables, MC4
462-00252-62	TS4-A-O, 15A, 700W, 1000V IEC, 0.62/1.2m cables, MC4
462-00261-32	TS4-A-O, 15A, 700W, 1500V IEC, 0.12/1.2m cables, EVO2
462-00261-62	TS4-A-O, 15A, 700W, 1500V IEC, 0.62/1.2m cables, EVO2
462-00280-00	TS4-A-O, 15A, 700W, 1500V IEC, 0.12/1.2m cables, MC4/EVO2 comparable
462-00280-62	TS4-A-O, 15A, 700W, 1500V IEC, 0.62/1.2m cables, MC4/EVO2 comparable

Resources

Tigo TS4-A-O | Tigo CCA | Tigo TAP | Community | Support

tigoenergy.com

PN: 002-00043-00 | Rev. 1.0| 2023.04.19

1566

C & C ELECTRICAL CONTRACTORS INC

GREGORY CONNLEY
LIC.- EC13001863
27612 PROSPECT PL
WESLEY CHAPEL FL 33544

REVISIONS

DESCRIPTION	DATE	REV

DATE: 03/03/2025

PROJECT NAME

MCGRAW, JAMES L
110 NE 53RD CT.,
OCALA, FL 34470

SHEET NAME
RSD DATA SHEET

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
DS-03

Signature with Seal

Docusign Envelope ID: F743B1E3-363B-8A05-81D5-7D6662AA6B2A

CS6P-260|265|270P

The high quality and reliability of Canadian Solar's modules is ensured by 15 years of experience in module manufacturing, well-engineered module design, stringent BOM quality testing, an automated manufacturing process and 100% EL testing.

*Black frame product can be provided upon request.

25 years linear power output warranty

10 years product warranty on materials and workmanship

KEY FEATURES

- Excellent module efficiency of up to 16.79 %
- Outstanding low irradiance performance: 96.5 %
- +5Wp — Positive power tolerance of up to 5 W
- No. 1 PTC — High PTC rating of up to 92.0 %
- IP67 — IP67 junction box for long-term weather endurance
- Heavy snow load up to 5400 Pa, wind load up to 2400 Pa
- Salt mist, ammonia and blown sand resistance, for seaside, farm and desert environments*

MANAGEMENT SYSTEM CERTIFICATES*

ISO 9001:2008 / Quality management system
ISO/TS 16949:2009 / The automotive industry quality management system
ISO 14001:2004 / Standards for environmental management system
OHSAS 18001:2007 / International standards for occupational health & safety

PRODUCT CERTIFICATES*

IEC 61215 / IEC 61730: VDE / CE / MCS / JET / SII / CEC AU / INMETRO / CQC
UL 1703 / IEC 61215 performance: CEC listed (US) / FSEC (US Florida)
UL 1703: CSA / IEC 61701 ED2: VDE / IEC 62716: VDE / IEC 60068-2-68: SGS
Take-e-way / UNI 9177 Reaction to Fire: Class 1

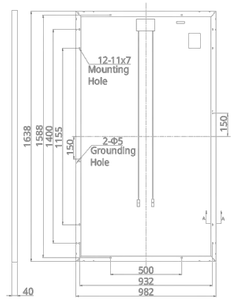
* As there are different certification requirements in different markets, please contact your local Canadian Solar sales representative for the specific certificates applicable to the products in the region in which the products are to be used.

CANADIAN SOLAR INC. is committed to providing high quality solar products, solar system solutions and services to customers around the world. As a leading manufacturer of solar modules and PV project developer with over 14 GW of premium quality modules deployed around the world since 2001, Canadian Solar Inc. (NASDAQ: CSIQ) is one of the most bankable solar companies worldwide.

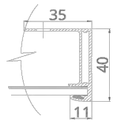
CANADIAN SOLAR INC.
545 Speedvale Avenue West, Guelph, Ontario N1K 1E6, Canada, www.canadiansolar.com, support@canadiansolar.com

ENGINEERING DRAWING (mm)

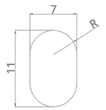
Rear View



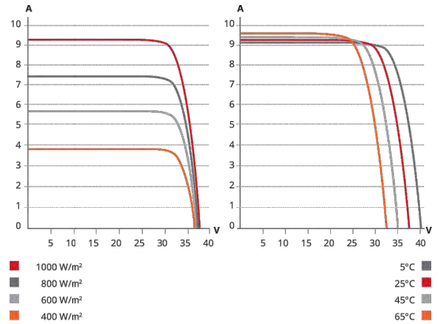
Frame Cross Section A-A



Mounting Hole



CS6P-265P / I-V CURVES



ELECTRICAL DATA | STC*

CS6P	260P	265P	270P
Nominal Max. Power (Pmax)	260 W	265 W	270 W
Opt. Operating Voltage (Vmp)	30.4 V	30.6 V	30.8 V
Opt. Operating Current (Imp)	8.56 A	8.66 A	8.75 A
Open Circuit Voltage (Voc)	37.5 V	37.7 V	37.9 V
Short Circuit Current (Isc)	9.12 A	9.23 A	9.32 A
Module Efficiency	16.16 %	16.47 %	16.79 %
Operating Temperature	-40°C ~ +85°C		
Max. System Voltage	1000 V (IEC) or 1000 V (UL)		
Module Fire Performance	TYPE 1 (UL 1703) or CLASS C (IEC 61730)		
Max. Series Fuse Rating	15 A		
Application Classification	Class A		
Power Tolerance	0 ~ + 5 W		

* Under Standard Test Conditions (STC) of irradiance of 1000 W/m², spectrum AM 1.5 and cell temperature of 25°C.

ELECTRICAL DATA | NOCT*

CS6P	260P	265P	270P
Nominal Max. Power (Pmax)	189 W	192 W	196 W
Opt. Operating Voltage (Vmp)	27.7 V	27.9 V	28.1 V
Opt. Operating Current (Imp)	6.80 A	6.88 A	6.97 A
Open Circuit Voltage (Voc)	34.5 V	34.7 V	34.8 V
Short Circuit Current (Isc)	7.39 A	7.48 A	7.55 A

* Under Nominal Operating Cell Temperature (NOCT), irradiance of 800 W/m², spectrum AM 1.5, ambient temperature 20°C, wind speed 1 m/s.

PERFORMANCE AT LOW IRRADIANCE

Industry leading performance at low irradiance, average relative efficiency of 96.5 % from an irradiance of 1000 W/m² to 200 W/m² (AM 1.5, 25°C).

The specification and key features described in this datasheet may deviate slightly and are not guaranteed. Due to on-going innovation, research and product enhancement, Canadian Solar Inc. reserves the right to make any adjustment to the information described herein at any time without notice. Please always obtain the most recent version of the datasheet which shall be duly incorporated into the binding contract made by the parties governing all transactions related to the purchase and sale of the products described herein.

Caution: For professional use only. The installation and handling of PV modules requires professional skills and should only be performed by qualified professionals. Please read the safety and installation instructions before using the modules.

MECHANICAL DATA

Specification	Data
Cell Type	Poly-crystalline, 6 inch
Cell Arrangement	60 (6×10)
Dimensions	1638×982×40 mm (64.5×38.7×1.57 in)
Weight	18 kg (39.7 lbs)
Front Cover	3.2 mm tempered glass
Frame Material	Anodized aluminium alloy
J-Box	IP67, 3 diodes
Cable	4 mm² (IEC)or 4 mm² & 12 AWG 1000 V (UL), 1000 mm (39.4 in) (650 mm (25.6 in) is optional)
Connectors	Friends PV2a (IEC), Friends PV2b (IEC / UL)
Standard Packaging	26 pieces, 515 kg (1135.4 lbs) (quantity & weight per pallet)
Module Pieces per Container	728 pieces (40' HQ)

TEMPERATURE CHARACTERISTICS

Specification	Data
Temperature Coefficient (Pmax)	-0.41 % / °C
Temperature Coefficient (Voc)	-0.31 % / °C
Temperature Coefficient (Isc)	0.053 % / °C
Nominal Operating Cell Temperature	45±2 °C

PARTNER SECTION

Scan this QR-code to discover solar projects built with this module

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1567

C & C ELECTRICAL CONTRACTORS INC

GREGORY CONNLEY
LIC.- EC13001863
27612 PROSPECT PL
WESLEY CHAPEL FL 33544

REVISIONS		
DESCRIPTION	DATE	REV
DATE: 03/03/2025		

PROJECT NAME

MCGRAW, JAMES L

110 NE 53RD CT.,
OCALA, FL 34470

SHEET NAME
MODULE DATA SHEET

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
DS-01

Signature with Seal

Certificate Of Completion

Envelope Id: F743B1E3-363B-8A05-81D5-7D6662AA6B2A
Status: Completed
Subject: FOR SIGNATURES - Net Metering Agreement - Wendy McGraw - ELE/260735
Source Envelope:
Document Pages: 26
Signatures: 5
Certificate Pages: 5
Initials: 0
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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

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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: 5/7/2026 2:03:33 PM Viewed: 5/7/2026 2:41:58 PM Signed: 5/7/2026 2:42:27 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: 216.255.240.104	Sent: 5/7/2026 2:42:29 PM Viewed: 5/7/2026 4:31:58 PM Signed: 5/11/2026 8:05:07 AM
Electronic Record and Signature Disclosure: Accepted: 5/7/2026 4:31:58 PM ID: f61820f6-c516-4cfa-be2c-3845acaa4a67		
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: 38.77.131.2	Sent: 5/11/2026 8:05:10 AM Viewed: 5/11/2026 8:33:08 AM Signed: 5/11/2026 8:33:34 AM
Electronic Record and Signature Disclosure: Accepted: 5/11/2026 8:33:08 AM ID: b4822e36-44a5-4f71-9ec3-68104e184d52		

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	5/7/2026 2:03:33 PM
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Signing Complete	Security Checked	5/11/2026 8:33:34 AM
Completed	Security Checked	5/11/2026 8:33:34 AM
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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/260730

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: Michael Hernandez

Mailing Address: 410 SE 41st Avenue

City: Ocala State: FL Zip Code: 34471

Phone Number: 407-968-0219 Alternate Phone Number: _____

Email Address: Mahernandez10.8@gmail.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 519998-229026

2. RGS Facility Information

Facility Location: 410 SE 41st Avenue Ocala, Fl. 34471

Ocala Electric Utility Customer Account Number: 519998-229026

RGS Manufacturer: Silfab Solar, Inc.

Manufacturer's Address: 240 Courtneypark Drive East
Mississauga, ON L5T 2Y3 Canada

Reference or Model Number: SIL-360-NX (32 Modules 360W)

Serial Number: Inverter-Enphase IQ7PLUS-72-2-US (32-Micro-Inverters)

(Continued on Sheet No.19.1)

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3. Facility Rating Information

Gross Power Rating: 9.79kWac ("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: 3/2/2022

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: Michael Hernandez Date: 5/4/26
(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 4th day of May, 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 Michael Hernandez, 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: Janice Mitchell
55198B43858A4E1...

By: _____

Title: CFO

Date: 5/7/2026

Florida Municipal Power Agency

DocuSigned by:
087F58EBB34B474...

By: _____

Title: Chief Sys Ops & Tech Officer

Date: 5/7/2026

Customer

By: Michael Hernandez Date: 5/4/26
(Print Name)

(Signature)

Customer's City of Ocala Electric Utility Account Number: 519998-229026

Approved as to form and legality:

Signed by: William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

(Continued on Sheet No. 20.6)

Docusign Envelope ID: AD0D9899-F171-8ABE-80EB-F9885EE3D083

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.

Docusign Envelope ID: AD0D9899-F171-8ABE-80EB-F9885EE3D083

Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 4th day of May, 20 26, by and between Michael Hernandez, (hereinafter called "**Customer**"), located at 410 SE 41st Avenue 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: 410 SE 41st Avenue Ocala, Fl. 34471.

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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(Continued from Sheet No. 21.3)

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)

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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)

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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)

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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)

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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
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Title: CFO

Date: 5/7/2026

Customer:

By: Michael Hernandez
(Print Name)

(Signature)

Date: 5/4/26

City of Ocala Electric Utility Account Number:

519998-229026

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
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William E. Sexton, Esq.
City Attorney

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Main Details

Insurance Company Name **American Traditions Insurance**	Insurance Company ID **36**	Agent Name **HoneyQuote LLC**
Agent Email **ashley@quotebudget.com**	First Name **Michael**	Last Name **Hernandez**
Policy Number **ATH1148446**	Email ID **mahernandez10.8@gmail.com**	Primary Phone Number **(000) 000-0000**
Mobile Phone Number **(407) 968-0219**	Address **410 SE 41st Ave Ocala FL Marion 34471**	
Distance to Address: **NA**	Address Geolocation: **NA**	Location of User: **NA**

Inspection Details

Inspection ID **395386**	Date Onboarded **04/22/2026**	Policy Effective Date **04/15/2026**
Inspection Completed Date **05/01/2026**	Bad Condition Count **0**	Year Of Construction **1979**
Construction Type **wood frame**	Home Occupancy **Primary**	Home Square Footage **1750**
Wiring/Electrical System Update	Plumbing System Update	Roof Update **updated (2017)**
Roof Type **Metal**	Ongoing Renovations **no**	Structure Type **Single Family**
Number of Stories **1**	Number of Bedrooms **3**	Number of Bathrooms **2**
Gated or Guarded Community? **no**	Business Onsite **no**	Pool **yes**
Pool Type **in ground**	Pool Protection **gated fence**	Solar Panel(s) **yes**
Solar Net Metering **yes**	Battery Backup **no**	Dogs **yes**
Number of Dogs **1**	Dog Breeds **Chihuahua**	

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Checklist of Coverage (continued)

Discounts		
(Items below marked Y (Yes) indicate discount IS applied, those marked N (No) indicate discount is NOT applied)		Dollar ($) Amount of Discount
N	Multiple Policy	
N	Fire Alarm / Smoke Alarm / Burglar Alarm	
N	Sprinkler	
Y	Windstorm Loss Reduction	($1,165.00)
Y	Building Code Effectiveness Grading Schedule	$31.00
N	Other	

Insurer May Insert Any Other Property Coverage Below			
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance	Loss Settlement Basis: (i.e.: Replacement Cost, Actual Cash Value, Stated Value. etc.

Personal Liability Coverage

Limit of Insurance $ 100,000.00

Medical Payments to Others Coverage

Limit of Insurance $ 1,000.00

Liability - Additional/Other Coverages				
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance	Amount of insurance is an additional amount of coverage or is included within the policy limit.	
			Included	Additional
Y	Claim Expenses			
Y	First Aid Expenses			
Y	Damage To Property Of Others	up to $500	up to $500	N/A
Y	Loss Assessment	$1,000	$1,000	

Insurer May Insert Any Other Liability Coverage Below		
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance
Y	Fungi, Wet or Dry Rot, or Bacteria - liability	$50,000 OCC/AGG

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PV SYSYEM ELECTRICAL PLAN

THIS PLAN IS CERTIFIED BY ENGINEER OF RECORD AS CODE COMPLIANT & APPROVED FOR FLORIDA USE IN ACCORDANCE WITH HB 1021 ON ELECTRICAL PLANS.
https://www.flsenate.gov/Session/Bill/2017/01021

SYSTEM: 32-SILFAB SIL-360NX MONO PERC PV MODULES
32-ENPHASE IQ7PLUS-72-2-US MICRO INVERTERS
1-ENPHASE IQ COMBINER (X-IQ-AM1-240-3)

CONTRACTOR SHALL COMPLY WITH SOLAR PROVISIONS 2018 NFPA 1.

1. DRAWINGS INDICATE THE GENERAL ARRANGEMENT OF SYSTEMS. CONTRACTOR RESPONSIBLE FOR COMPLYING WITH ALL LOCAL OR NATIONAL CODE REQUIREMENTS AND EQUIPMENT INSTALLATION INSTRUCTIONS.
2. ALL COMPONENTS MUST BE GROUNDED PER ARTICLES NEC (2017) 250 AND 690.
3. ALL EQUIPMENT SHALL BE LISTED PER NEC 690.4(B).
4. PER NEC 690.17, PROVIDE A WARNING SIGN AT ALL LOCATIONS WHERE TERMINALS OF THE DISCONNECTING MEANS MAY BE ENERGIZED IN THE OPEN POSITION. SIGN SHALL READ "WARNING- ELECTRIC SHOCK HAZARD- DO NOT TOUCH TERMINALS- OR EQUIVALENT.
5. PER NEC 690.56, PROVIDE A PERMANENT PLAQUE OR DIRECTORY SHOWING ALL ELECTRIC POWER SOURCES ON THE PREMISES AT SERVICE ENTRANCE.
6. INTERCONNECTION METHOD SHALL COMPLY WITH NEC (2017) 705.12.
7. PV PERFORMANCE METER MAY OR MAY NOT BE REQUIRED BY THE AHJ AND/OR UTILITY FOR INTERCONNECTION.
8. ALL CONDUCTORS MUST BE COPPER, RATED FOR 600 V, 90 C° WET ENVIRONMET, TERMINALS ARE RATED FOR 75 C°.
9. UTILITY CONNECTION SHALL BE MADE BY LINE-SIDE TAP PER NEC ARTICLE 705.12(A) AND 705.31, LOCATED INSIDE PANEL BOARD ENCLOSURE USING UNUSED TERMINALS, TERMINALS THAT ARE SUITABLE FOR DOUBLE LUGGING, OR USING OTHER LOCALLY-APPROVED METHODS AND HARDWARE, IN COMPLIANCE WITH NEC 705.12(A). THE PANEL BOARD SHALL HAVE SUFFICIENT SPACE TO ALLOW FOR ANY TAP HARDWARE AS REQUIRED BY NEC 110.3 AND NEC 312.8(A).
10. PV SYSTEM DISCONNECT SHALL BE A VISIBLE KNIFE-BLADE TYPE DISCONNECT THAT IS ACCESSIBLE AND LOCKABLE BY THE UTILITY. THE DISCONNECT SHALL BE LOCATED WITHIN 5 FT OF UTILITY METER. DISCONNECT SHALL BE GROUPED IN ACCORDANCE WITH NEC 230.72
11. ALL CONDUCTORS MUST BE COPPER.
12. ALL CONDUCTORS AND RACEWAYS SHALL BE SUPPORTED ON INTERVALS AND BY METHODS REQUIRED BY NEC (2017).
13. CONTRACTOR SHALL PROVIDE ADDITIONAL INFORMATION IF REQUIRED BY AHJ.
14. EOR PREFERS EMAIL COMMUNICATIONS alper@iceli-pe.com

01 ELECTRICAL NOTES.
SCALE:NTS

VOLTAGE DROP CALCULATIONS & CONDUCTOR AND CONDUIT SCHEDULE (32 PV MODULES)

VD=2*L*R*I / 1000

BRANCH	MODULES	WIRE RUN	Vmp	Imp (AMPS)	Imp x 1.25 (AMPS)	R (ohms)	L (ft)	VD	%VD	CONDUCTORS IN CONDUIT	FILL FACTOR	CURRENT-CARRYING CONDUCTORS IN CONDUIT / CABLE	EGC	BASE AMP.	Table310.15 (B)(2)(b) Correction Factor	DERATED AMP.	OCPD(AMPS)	TERM. TEMP. RATING
#1, #2	11	BRANCH TO JUNCTION BOX	240	13.31	16.64	2.01	30	1.61	0.67	-	-	12 AWG THWN-2, COPPER	6 AWG THWN-2, COPPER	27	0.63	17.01	N/A	90°C
#3	10	BRANCH TO JUNCTION BOX	240	12.10	15.13	2.01	30	1.46	0.61	-	-	12 AWG THWN-2, COPPER	6 AWG THWN-2, COPPER	36	0.63	22.68	N/A	90°C
#1, #2	11	JUNCTION BOX TO SUB-PANEL	240	13.31	16.64	1.26	15	0.50	0.21	2	1	10 AWG THWN-2, COPPER	10 AWG THWN-2, COPPER	36	0.95	34.20	2x20	90°C
#3	10	JUNCTION BOX TO SUB-PANEL	240	12.10	15.13	1.26	15	0.46	0.19	2	1	10 AWG THWN-2, COPPER	10 AWG THWN-2, COPPER	36	0.95	34.20	1x20	90°C
	32	SUB-PANEL TO AC DISCONNECT	240	38.72	48.40	0.501	10	0.39	0.16	3	1	6 AWG THWN-2, COPPER	6 AWG THWN-2, COPPER	65	0.95	61.75	60	90°C
	32	AC DISCONNECT TO INTERCONNECTION	240	38.72	48.40	0.501	5	0.19	0.08	3	1	6 AWG THWN-2, COPPER	6 AWG THWN-2, COPPER	65	0.95	61.75	N/A	90°C

SUB-PANEL PV BREAKER SIZE	
NUMBER OF MODULES	COMBINER BREAKER PER BRANCH
10 PER STRING	20 A
11 PER STRING	20 A

PHOTOVOLTAIC DC PER INVERTER		
RATED MPP CURRENT	9.7	A
RATED MPP VOLTAGE	37.1	V
MAX. DC VOLTAGE (INVERTER)	60	V
MAX INPUT SHORT CURCUIT CURRENT	10.2	A

PHOTOVOLTAIC AC OUTPUT		
NOMINAL AC VOLTAGE	240	V
32 MOD. AC OUTPUT CURRENT	38.7	A

PV MODULE RATINGS		
MODULE MAKE	SILFAB	
MODULE MODEL	SIL-360NX MONO PERC	
MAX. POWER	360	W
OPEN CIRCUIT VOLTAGE	45.4	V
VOLTAGE AT MPP	37.11	V
CURRENT AT MPP	9.7	A
SHORT CURCUIT CURRENT	10.2	A

INVERTER RATINGS		
INVERTER MAKE	ENPHASE	
INVERTER MODEL	IQ7PLUS-72-2-US	
MAX. OUTPUT POWER	295	VA
MAX. DC VOLTAGE	60	V
NOMINAL AC VOLTAGE	240	V
MAX. AC CURRENT	1.21	A
MAX DC SHORT CIRCUIT	15	A
CEC INVERTER EFFICIENCY	97	%

WARNING: PHOTOVOLTAIC POWER SOURCE

- ALL PLAQUES AND SIGNAGE REQUIRED BY 2017 NEC AND 2018 NFPA 1 WILL BE INSTALLED AS REQUIRED.
- LABELS, WARNING(S) AND MARKING SHALL COMPLY WITH ANSI Z535.4, WHICH REQUIRES THAT DANGER, WARNING, AND CAUTION SIGNS USED THE STANDARD HEADER COLORS, HEADER TEXT, AND SAFETY ALERT SYMBOL ON EACH LABEL. THE ANSI STANDARD REQUIRES A HEADING THAT IS AT LEAST 50% TALLER THAN THE BODY TEXT, IN ACCORDANCE WITH NEC 110.21(B).
- A PERMANENT PLAQUE OR DIRECTORY SHALL BE INSTALLED PROVIDING THE LOCATION OF THE SERVICE DISCONNECTING MEANS AND THE PHOTOVOLTAIC SYSTEM DISCONNECTING MEANS IF NOT IN THE SAME LOCATION IN ACCORDANCE WITH NEC 690.56(B)
- LABEL(S) WITH MARKING, "TURN RAPID SHUTDOWN SWITCH TO THE 'OFF' POSITION TO SHUT DOWN THE ENTIRE PV SYSTEM," SHALL BE LOCATED WITHIN 3 FT OF SERVICE DISCONNECTING MEANS THE TITLE SHALL UTILIZE CAPITALIZED LETTERS WITH A MINIMUM HEIGHT OF 3/8" IN BLACK ON A RED BACKGROUND, AND REMAINING TEXT SHALL BE CAPITALIZED WITH A MINIMUM HEIGHT OF 3/16" IN BLACK ON WHITE BACKGROUND.

02 SPECIFICATIONS, CALCULATIONS, & LABELS
SCALE:NTS

WARNING
ELECTRICAL SHOCK HAZARD.
IF A GROUND FAULT IS INDICATED, NORMALLY GROUNDED CONDUCTORS MAY BE UNGROUNDED AND ENERGIZED.
LABEL PLACEMENT: COMBINER & INVERTER

WARNING
ELECTRICAL SHOCK HAZARD.
DO NOT TOUCH TERMINALS.
TERMINALS ON BOTH LINE AND LOAD SIDES MAY BE ENERGIZED IN THE OPEN POSITION.
LABEL PLACEMENT: AC DISCONNECT, NEAR BREAKER, (FRONT OF PANEL / DEAD FRONT)

WARNING
DUAL POWER SOURCES.
SECOND SOURCE IS PHOTOVOLTAIC SYSTEM.
LABEL PLACEMENT: MAIN PANEL NEAR METER

WARNING
V_{MAX} : 264 V
V_{MPP} : 240 V
$I_{MPP1-MPP2}$: 13.3 A
I_{MPP3} : 12.1 A
LABEL PLACEMENT: COMBINER BOX

WARNING
ELECTRICAL SHOCK HAZARD.
NO USER-SERVICABLE PARTS INSIDE.
CONTACT AUTHORIZED SERVICER FOR ASSISTANCE.
LABEL PLACEMENT: AC DISCONNECT, PCP

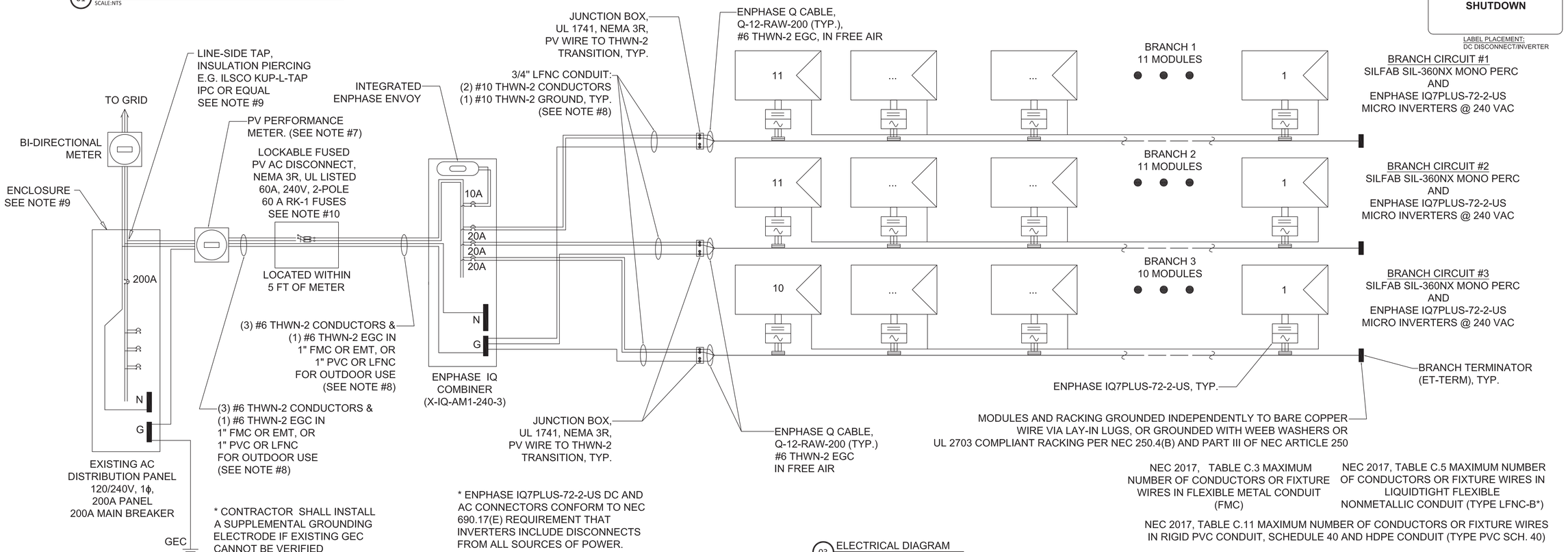
EMERGENCY RESPONDER
THIS SOLAR PV SYSTEM IS EQUIPPED WITH RAPID SHUTDOWN
TURN RAPID SHUTDOWN SWITCH TO THE 'OFF' POSITION TO SHUT DOWN THE ENTIRE PV SYSTEM.
SOLAR ELECTRIC PV PANELS
NFPA 111.12.2.1.1.1.1,11.12.2.1.4 AND NEC 690.56(C)(1)
LABEL PLACEMENT: PV AC DISCONNECT,INTERCONNECTION, MAIN SERVICE PANEL

IN CASE OF EMERGENCY CALL
DAVE'S HOME HELPER SERVICE, INC.
(813) 991-7596
LABEL PLACEMENT: PV AC DISCONNECT,INTERCONNECTION, MAIN PANEL

PV AC DISCONNECT
V_{OPT} : 240 V
I_{OPT} : 38.7 A
LABEL PLACEMENT: PV AC DISCONNECT

PHOVOLTAIC POWER SOURCE
LABEL PLACEMENT: RACEWAY & COMBINER BOX

PHOTOVOLTAIC SYSTEM EQUIPPED WITH RAPID SHUTDOWN
LABEL PLACEMENT: DC DISCONNECT/INVERTER



* CONTRACTOR SHALL INSTALL A SUPPLEMENTAL GROUNDING ELECTRODE IF EXISTING GEC CANNOT BE VERIFIED

* ENPHASE IQ7PLUS-72-2-US DC AND AC CONNECTORS CONFORM TO NEC 690.17(E) REQUIREMENT THAT INVERTERS INCLUDE DISCONNECTS FROM ALL SOURCES OF POWER.

03 ELECTRICAL DIAGRAM
SCALE:NTS

NEC 2017, TABLE C.3 MAXIMUM NUMBER OF CONDUCTORS OR FIXTURE WIRES IN FLEXIBLE METAL CONDUIT (FMC)

NEC 2017, TABLE C.5 MAXIMUM NUMBER OF CONDUCTORS OR FIXTURE WIRES IN LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT (TYPE LFNC-B*)

NEC 2017, TABLE C.11 MAXIMUM NUMBER OF CONDUCTORS OR FIXTURE WIRES IN RIGID PVC CONDUIT, SCHEDULE 40 AND HDPE CONDUIT (TYPE PVC SCH. 40)

NATIONAL ELECTRICAL CODE, NEC (2017)
ENGINEER
ALPER ICELI
FL 90469
3753 LOCKRIDGE DR.
LAND O LAKES, FL 34638
(813) 406-7060
alper@iceli-pe.com

NAME OF OWNER: MOXLEY JOB
MOXLEY NINA
ADDRESS: 410 SE 41ST AVE
OCALA FL 34471
PROPERTY ID#: 2772-004-007

CONTRACTOR:
Dave's Home Helper Service, Inc.
36549 Laurel Oaks Dr.
Dade City, FL 33525
813-991-7596
EC13007006

DHHS-MOXLEY

ELECTRICAL
FEB.08-22

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PV SYSYEM STRUCTURAL PLAN

Contractor is responsible to verify the fit of this array prior to installation. The solar module array shown is based on the field data provided by the contractor. Contractor shall contact the engineer if the array may not fit as projected. Satellite imagery shown may not correctly indicate potential current shading of property. Contractor is responsible to verify sun exposure and shading of installation prior to installation.

Engineer liability for error/omission/FBC 2020 (7th edition Florida Building Code) & NEC 2017 is limited by adequacy and accuracy of information provided to engineer by owner/contractor and by responsibilities per EJCDC® C-700, Standard General Conditions of the Construction Contract. Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers.

CODE

FBC 2020 (7TH EDITION) FLORIDA BUILDING CODE

I CERTIFY THAT THE SHEATHING & FRAMING OF THIS STRUCTURE WILL SAFELY ACCOMMODATE PV SYSTEM MOUNTING, RACKING, AND MODULES AND WITHSTAND WIND UPLIFT / LATERAL FORCES AND EQUIPMENT DEAD LOADS WITH THE CONDITION THAT CONTRACTOR'S INSTALLATION OF THE PV SYSTEM IS IN ACCORDANCE WITH THE INSTRUCTIONS ON THIS PLAN . THIS IS ATTESTED TO BY MY SIGNATURE AND SEAL ON THIS PLAN AT THE UPPER RIGHT.

1. INSTALLATION NOTES

2. THIS PAPER PLAN IS INTENDED TO PROVIDE THE ESSENTIAL INFORMATION NEEDED BY AHJ (AUTHORITY HAVING JURISDICTION) AND INSTALLERS.

3. THIS IS A COMBINED SET OF STRUCTURAL AND ELECTRICAL PLANS.
4. SOLAR EQUIPMENT ADDS LESS THAN 3 PSF (UNFACTORED) GRAVITY LOAD TO STRUCTURE.
5. MODULE GRAVITY & WIND LOADS SHALL BE TRANSMITTED TO RIBS OF PURLIN BREARING 'R' (PBR) ROOFING METAL OR STANDING SEAMS OF ROOFING METAL USING S-5 CLAMPS/BRACKETS SHOWN HEREON.
6. SEE DRAWINGS FOR MEANS & METHODS INFORMATION IN ADDITION TO THESE NOTES.
7. CONTRACTOR SHALL INSTALL S5 CLAMPS PER OEM INSTRUCTIONS.
8. CONTRACTOR SHALL INSTALL RAILS PERPENDICULAR TO STANDING SEAMS OR PBR RIBS ON IRONRIDGE XR100 RAILS ON TOP OF S5 CLAMPS.
9. CONTRACTOR TO ENSURE CONTINUITY OF ALL METAL PARTS AND CONNECTIONS OF THIS INSTALLATION TO BE ELECTRICALLY GROUNDED AND BONDED TOGETHER. TORQUE ALL S-5 SET SCREWS TO 115-INCH-POUNDS.
10. ADJUST C-C SPACING PLUS MINUS UP TO 4-INCHES TO HIT PBR METAL ROOF RIDGES.
11. CONTRACTOR SHALL NOT INSTALL ROOF ATTACHMENTS ON ROOF AREAS OVER OVERHANGS.
12. THERE SHALL BE A PV MODULE TO RAIL MOUNTING CLAMP AT EVERY MODULE/RAIL CROSSING POINT WITH MINIMUM 4 CLAMPS PER MODULE.
13. ADJOINING MODULES ON SAME RAIL SHALL SHARE CLAMPS.
14. MODULES SHALL BE PORTRAIT.
15. ROOF IS ASSUMED TO BE COMPLIANT WITH FBC (FLORIDA BUILDING CODE) AS OF TIME OF CONSTRUCTION.
16. THERE SHALL BE A MINIMUM OF TWO RAILS UNDER EACH PV MODULE.
17. ROOF ATTACHMENT SPACING SHALL BE AS SHOWN IN FIGURE 08.
18. RAILS SHALL NOT CANTILEVER BEYOND OUTSIDE END OF ROOF ATTACHMENT BY MORE THAN 1-FOOT.
19. CONTRACTOR/INSTALLER SHALL COMPLY WITH OEM INSTALLATION INSTRUCTIONS.
20. IF A CONFLICT SHOULD OCCUR BETWEEN A DRAWING AND/OR SPECIFICATION HEREON AND AN OEM DETAIL, OEM SHALL PREVAIL.
21. CONTRACTOR SHALL PROVIDE AHJ WITH ADDITIONAL INFORMATION AS REQUIRED.
22. ENGINEER OF RECORD (EOR) PREFERS EMAIL COMMUNICATION: alper@iceli-pe.com

01 NOTES
SCALE: N/A

ASCE 7-16, 29.4-4	GABLE ROOF 20 < Θ < 27			Θ	22	°		·11.52 KW. SYSTEM ·32- 72." X 40." PV MODULES. ·660 SF PV ARRAY INSTALLATION ·PV MODULE UPLIFT LOAD CAPACITY: 113 PSF (ULTIMATE) ·UNFACTORED AVERAGE ADDITIONAL GRAVITY LOAD: 2.5 PSF ·TOTAL NUMBER OF ROOF ATTACHMENTS: 72
Exposure Category:		C		h2	0.38	FT.		
Risk Category:		2		Lp	6.00	FT.		
Mean Roof Height:	h	12	FT.	1.5 Lp	9.00	FT.		
Basic Wind Speed (mph):	V	130	MPH	Wp	3.33	FT.		
Ground elevation factor:	Ke	1		ω	0	°		
Topographic Factor:	Kzt	1		B	30	FT.		
Gust Effect Factor:	G	0.85		L	62	FT.		
Directionality Factor:	Kd	0.85		A	20.0	SF.		
Velocity Pressure Exposure Coefficient:	Kz	0.57		Ya	0.67			
	qh	21.0	PSF	a	3	FT.		
ZONE	d1 (ft.)	d2 (ft.)						p (PSF)
ALL	-	-	-	GCp		YE	1	9.8
1, 2e (EXPOSED MODULES)	10	0.25	d1>h/2	GCp	-1.50	YE		-31.6
2n, 2r, 3e	5	0.25	d1<h/2	GCp		YE	1	-30.2
3r	3	0.25	d1<h/2	GCp		YE	1	-33.0

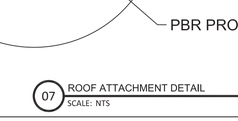
02 WIND LOAD CALCULATIONS
SCALE: N/A

2/9/22, 11:21 AM — ATC Hazards by Location

ATC Hazards by Location

Search Information

Address: 410 SE 41st Ave, Ocala, FL 34471, USA
Coordinates: 29.1529403, -82.0789083
Elevation: 137 ft
Timestamp: 2022-02-09T16:21:26.067Z
Hazard Type: Wind



ASCE 7-16		ASCE 7-10		ASCE 7-05	
MRI 10-Year	76 mph	MRI 10-Year	76 mph	ASCE 7-05 Wind Speed	99 mph
MRI 25-Year	87 mph	MRI 25-Year	88 mph		
MRI 50-Year	97 mph	MRI 50-Year	97 mph		
MRI 100-Year	105 mph	MRI 100-Year	106 mph		
Risk Category I	119 mph	Risk Category I	119 mph		
Risk Category II	⚠ 130 mph	Risk Category II	⚠ 130 mph		
You are in a wind-borne debris region if you are also within 1 mile of the coastal mean high water line.		You are in a wind-borne debris region if you are also within 1 mile of the coastal mean high water line.			
Risk Category III	⚠ 138 mph	Risk Category III-IV	⚠ 138 mph		
If the structure under consideration is a healthcare facility and you are also within 1 mile of the coastal mean high water line, you are in a wind-borne debris region. If other occupancy, use the Risk Category II basic wind speed contours to determine if you are in a wind-borne debris region.		If the structure under consideration is a healthcare facility and you are also within 1 mile of the coastal mean high water line, you are in a wind-borne debris region. If other occupancy, use the Risk Category II basic wind speed contours to determine if you are in a wind-borne debris region.			
Risk Category IV	⚠ 147 mph				
You are in a wind-borne debris region.					

The results indicated here DO NOT reflect any state or local amendments to the values or any delineation lines made during the building code adoption process. Users should confirm any output obtained from this tool with the local Authority Having Jurisdiction before proceeding with design.

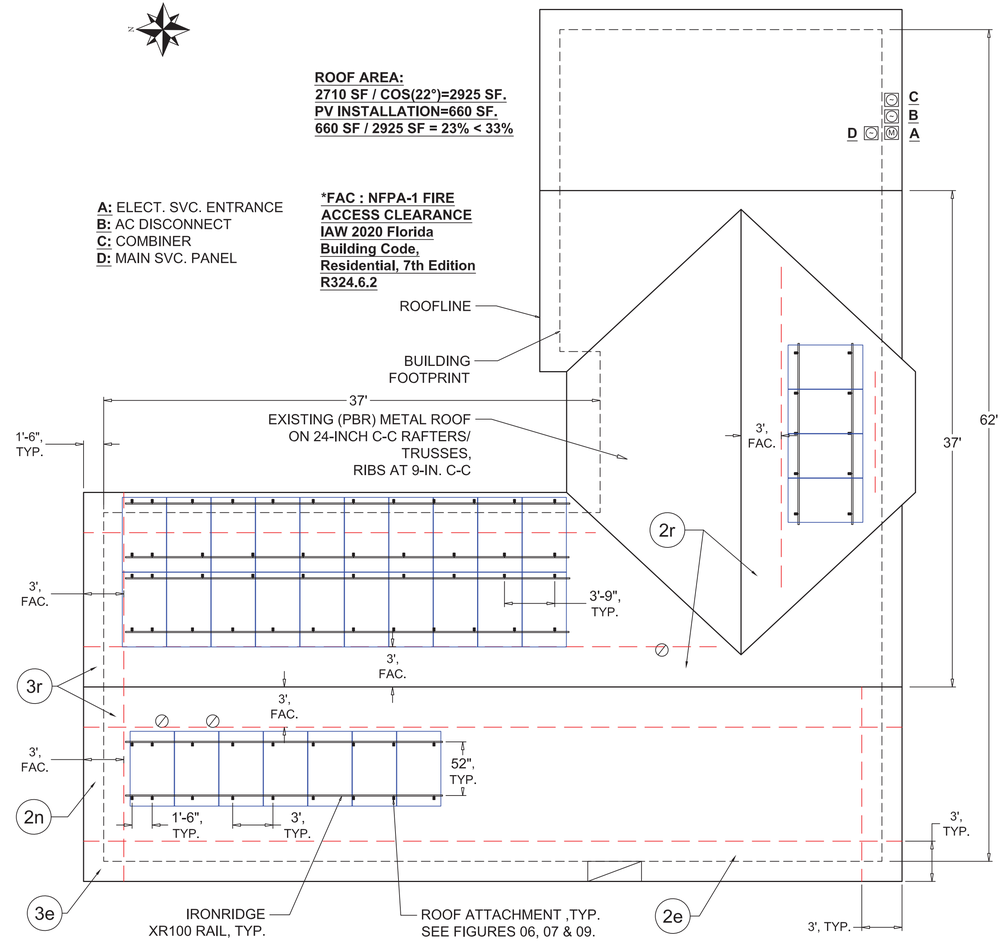
05 DESIGN WIND SPEED
SCALE: NTS

- **TOTAL NUMBER OF ROOF ATTACHMENTS: 72, SHALL BE INSTALLED AS SHOWN (SEE NOTE#10)**

ROOF AREA:
2710 SF / COS(22°)=2925 SF.
PV INSTALLATION=660 SF.
660 SF / 2925 SF = 23% < 33%

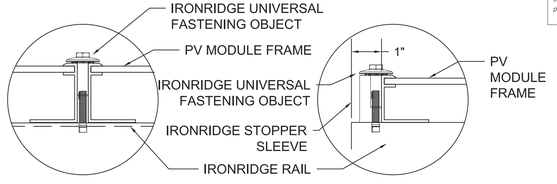
A: ELECT. SVC. ENTRANCE
B: AC DISCONNECT
C: COMBINER
D: MAIN SVC. PANEL

***FAC : NFPA-1 FIRE ACCESS CLEARANCE IAW 2020 Florida Building Code, Residential, 7th Edition R324.6.2**



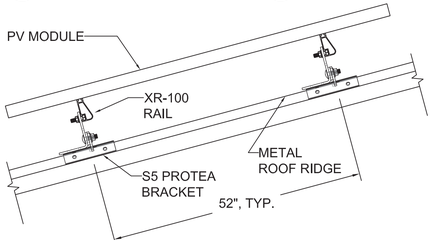
PV MODULE DIMENSIONS ARE ADJUSTED IN LINE WITH THE ROOF PITCH

08 PLAN VIEW
SCALE: 3/16" = 1'-0"

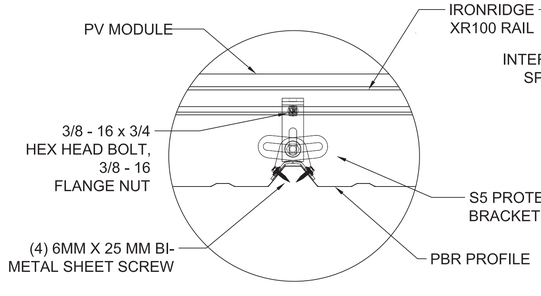


03 DETAIL, MID CLAMP FRONT
SCALE: NTS

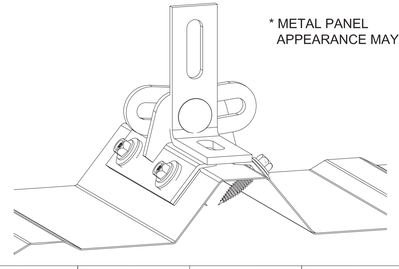
04 DETAIL, END CLAMP FRONT
SCALE: NTS



06 MODULE, RAIL, ROOF ATTACHMENT CROSS SECTION
SCALE: NTS

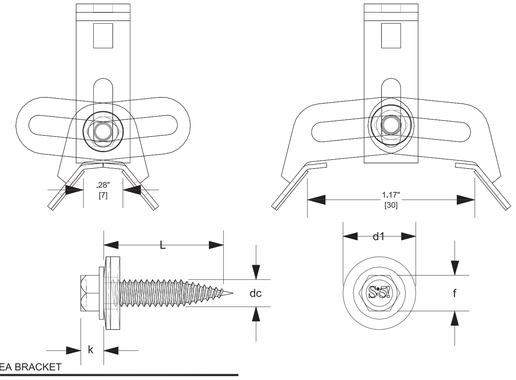


07 ROOF ATTACHMENT DETAIL
SCALE: NTS



	k	dc	L	d1	f
MM	5.5	6	25	16	8
INCH	.22	.24	1	.63	.30

6mm X 25mm (8mm Hex W/16mm Washer)



09 S5 PROTEA BRACKET
SCALE: NTS

ENGINEER
ALPER ICELI
FL 90469
3753 LOCKRIDGE DR.
LAND O LAKES, FL 34638
(813) 406-7060
alper@iceli-pe.com

NAME OF OWNER:MOXLEY JOB
MOXLEY NINA
ADDRESS:410 SE 41ST AVE
OCALA FL 34471
PROPERTY ID#: 2772-004-007

CONTRACTOR:

Dave's Home Helper Service, Inc.
36549 Laurel Oaks Dr.
Dade City, FL 33525
813-991-7596
EC13007006

DHHS-MOXLEY

STRUCTURAL
FEB.08-22

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Enphase IQ Combiner 3

MODEL NUMBER	
IQ Combiner 3 X-IQ-AM1-240-3	IQ Combiner 3 with Enphase IQ Envoy™ printed circuit board for integrated revenue grade PV **production** metering (ANSI C12.20 +/- 0.5%) and optional* **consumption** monitoring (+/- 2.5%).
ACCESSORIES and **REPLACEMENT PARTS** (not included, order separately)	
Enphase Mobile Connect™ CELLMODEM-03 (4G/12-year data plan) CELLMODEM-01 (3G/5-year data plan) CELLMODEM-M1 (4G based LTE-M/5-year data plan)	Plug and play industrial grade cellular modem with data plan for systems up to 60 microinverters. (Available in the US, Canada, Mexico, Puerto Rico, and the US Virgin Islands, where there is adequate cellular service in the installation area.)
Consumption Monitoring* CT CT-200-SPLIT	Split core current transformers enable whole home **consumption** metering (+/- 2.5%).
* Consumption monitoring is required for Enphase Storage Systems	
Wireless USB adapter COMMS-KIT-01	Installed at the IQ Envoy. For communications with Enphase Encharge™ storage and Enphase Enpower™ smart switch. Includes USB cable for connection to IQ Envoy or Enphase IQ Combiner™ and allows redundant wireless communication with Encharge and Enpower.
Circuit Breakers BRK-10A-2-240 BRK-15A-2-240 BRK-20A-2P-240	Supports Eaton BR210, BR215, BR220, BR230, BR240, BR250, and BR260 circuit breakers. Circuit breaker, 2 pole, 10A, Eaton BR210 Circuit breaker, 2 pole, 15A, Eaton BR215 Circuit breaker, 2 pole, 20A, Eaton BR220
EPLC-01	Power line carrier (communication bridge pair), quantity - one pair
XA-PLUG-120-3	Accessory receptacle for Power Line Carrier in IQ Combiner 3 (required for EPLC-01)
XA-ENV-PCBA-3	Replacement IQ Envoy printed circuit board (PCB) for Combiner 3
ELECTRICAL SPECIFICATIONS	
Rating	Continuous duty
System voltage	120/240 VAC, 60 Hz
Eaton BR series busbar rating	125 A
Max. continuous current rating (output to grid)	65 A
Max. fuse/circuit rating (output)	90 A
Branch circuits (solar and/or storage)	Up to four 2-pole Eaton BR series Distributed Generation (DG) breakers only (not included)
Max. continuous current rating (input from PV)	64 A
Max. total branch circuit breaker rating (input)	80A of distributed generation / 90A with IQ Envoy breaker included
Production Metering CT	200 A solid core pre-installed and wired to IQ Envoy
MECHANICAL DATA	
Dimensions (WxHxD)	49.5 x 37.5 x 16.8 cm (19.5" x 14.75" x 6.63"). Height is 21.06" (53.5 cm with mounting brackets).
Weight	7.5 kg (16.5 lbs)
Ambient temperature range	-40° C to +46° C (-40° to 115° F)
Cooling	Natural convection, plus heat shield
Enclosure environmental rating	Outdoor, NRTL-certified, NEMA type 3R, polycarbonate construction
Wire sizes	• 20 A to 50 A breaker inputs: 14 to 4 AWG copper conductors • 60 A breaker branch input: 4 to 1/0 AWG copper conductors • Main lug combined output: 10 to 2/0 AWG copper conductors • Neutral and ground: 14 to 1/0 copper conductors Always follow local code requirements for conductor sizing.
Altitude	To 2000 meters (6,560 feet)
INTERNET CONNECTION OPTIONS	
Integrated Wi-Fi	802.11b/g/n
Ethernet	Optional, 802.3, Cat5E (or Cat 6) UTP Ethernet cable (not included)
Cellular	Optional, CELLMODEM-01 (3G) or CELLMODEM-03 (4G) or CELLMODEM-M1 (4G based LTE-M) (not included)
COMPLIANCE	
Compliance, Combiner	UL 1741, CAN/CSA C22.2 No. 107.1, 47 CFR, Part 15, Class B, ICES 003 Production metering: ANSI C12.20 accuracy class 0.5 (PV production)
Compliance, IQ Envoy	UL 60601-1/CANCSA 22.2 No. 61010-1

To learn more about Enphase offerings, visit **enphase.com**

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2019-11-04

ENPHASE.

Electrical Specifications		SIL-360 NX mono PERC	
Test Conditions		STC	NOCT
Module Power (Pmax)	Wp	360	268
Maximum power voltage (Vpmax)	V	37.11	34.67
Maximum power current (Ipmax)	A	9.70	7.74
Open circuit voltage (Voc)	V	45.40	42.65
Short circuit current (Isc)	A	10.20	8.20
Module efficiency	%	19.7	18.3
Maximum system voltage (VDC)	V	1000	
Series fuse rating	A	20	
Power Tolerance	Wp	0 to +10	

Measurement conditions: STC 1000 W/m2 • AM 1.5 • Temperature 25 °C • NOCT 800 W/m² • AM 1.5 • Measurement uncertainty ≤ 3%
• Sun simulator calibration reference modules from Fraunhofer Institute. Electrical characteristics may vary by ±5% and power by 0 to +10W.

Temperature Ratings	SIL-360 NX mono PERC
Temperature Coefficient Isc	+0.064 %/°C
Temperature Coefficient Voc	-0.28 %/°C
Temperature Coefficient Pmax	-0.36 %/°C
NOCT (± 2°C)	46 °C
Operating temperature	-40/+85 °C

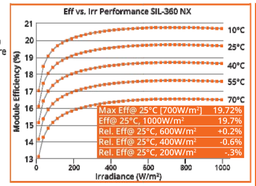
Mechanical Properties and Components	SIL-360 NX mono PERC	
	Metric	Imperial
Module weight	20±0.2 kg	44±0.4 lbs
Dimensions (H x L x D)	1832 mm x 1000 mm x 38 mm	72.13 in x 39.4 in x 1.5 in
Maximum surface load (wind/snow)*	5400 Pa rear load / 5400 Pa front load	112.8/112.8 lb/ft^2
Hail impact resistance	ø 25 mm at 83 km/h	ø 1 in at 51.6 mph
Cells	66 - Si mono-PERC - 5 busbar 158.75 x 158.75 mm	66 - Si mono-PERC - 5 busbar 6.25 x 6.25 in
Glass	3.2 mm high transmittance, tempered, DSM anti-reflective coating	0.126 in high transmittance, tempered, DSM anti-reflective coating
Cables and connectors (refer to installation manual)	1200 mm ø 5.7 mm, MC4 from Staubli	47.2 in, ø 0.22 (12AWG), MC4 from Staubli
Backsheet	High durability, superior hydrolysis and UV resistance, multi-layer dielectric film, fluorine-free PV backsheet	
Frame	Anodized Aluminum (Black)	
Bypass diodes	3 diodes-30SQ045T (45V max DC blocking voltage, 30A max forward rectified current)	
Junction Box	UL 3730 Certified, IEC 62790 Certified, IP67 rated	

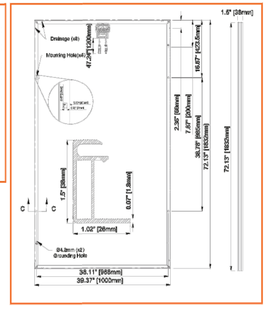
Warranties	SIL-360 NX mono PERC			
Module product workmanship warranty	25 years**			
Linear power performance guarantee	30 years			
	≥ 97.1% end 1st year	≥ 91.6% end 12th year	≥ 85.1% end 25th year	≥ 82.6% end 30th year

Certifications	SIL-360 NX mono PERC
Product	ULC ORD C1703, UL1703, CEC listed, UL 61215-1/-1-1/-2, UL 61730-1/-2, IEC 61215-1/-1-1/-2***, IEC 61730-1/-2***, CSA C22.2#61730-1/-2, IEC 62716 Ammonia Corrosion; IEC61701:2011 Salt Mist Corrosion Certifed, UL Fire Rating: Type 2
Factory	ISO9001:2015

Modules Per Pallet: 26
Pallets Per Truck: 32
Modules Per Truck: 832

*⚠ Warning. Read the Safety and Installation Manual for mounting specifications and before handling, installing and operating modules.
**12 year extendable to 25 years subject to registration and conditions outlined under "Warranty" at www.silfabsolar.com.
***Certification in progress.
PAN files generated from 3rd party performance data are available for download at: www.silfabsolar.com/downloads.





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800 Cornwall Ave
Bellingham WA 98225 USA
Tel +1 360-569-4733

Silfab Solar Inc.
1770 Port Drive
Burlington WA 98233 USA
Tel +1 360-569-4733

Enphase IQ 7 and IQ 7+ Microinverters

INPUT DATA (DC)	IQ7-60-2-US / IQ7-60-B-US		IQ7PLUS-72-2-US / IQ7PLUS-72-B-US	
Commonly used module pairings[1]	235 W - 350 W +		235 W - 440 W +	
Module compatibility	60-cell PV modules only		60-cell and 72-cell PV modules	
Maximum input DC voltage	48 V		60 V	
Peak power tracking voltage	27 V - 37 V		27 V - 45 V	
Operating range	16 V - 48 V		16 V - 60 V	
Min/Max start voltage	22 V / 48 V		22 V / 60 V	
Max DC short circuit current (module Isc)	15 A		15 A	
Overvoltage class DC port	II		II	
DC port backfeed current	0 A		0 A	
PV array configuration	1 x 1 ungrounded array; No additional DC side protection required; AC side protection requires max 20A per branch circuit			
OUTPUT DATA (AC)	**IQ 7 Microinverter**		**IQ 7+ Microinverter**	
Peak output power	250 VA		295 VA	
Maximum continuous output power	240 VA		290 VA	
Nominal (L-L) voltage/range[2]	240 V / 211-264 V	208 V / 183-229 V	240 V / 211-264 V	208 V / 183-229 V
Maximum continuous output current	1.0 A (240 V)	1.15 A (208 V)	1.21 A (240 V)	1.39 A (208 V)
Nominal frequency	60 Hz		60 Hz	
Extended frequency range	47 - 68 Hz		47 - 68 Hz	
AC short circuit fault current over 3 cycles	5.8 Arms		5.8 Arms	
Maximum units per 20 A (L-L) branch circuit[3]	16 (240 VAC)	13 (208 VAC)	13 (240 VAC)	11 (208 VAC)
Overvoltage class AC port	III		III	
AC port backfeed current	0 A		0 A	
Power factor setting	1.0		1.0	
Power factor (adjustable)	0.7 leading ... 0.7 lagging		0.7 leading ... 0.7 lagging	
EFFICIENCY	**@240 V**	**@208 V**	**@240 V**	**@208 V**
Peak CEC efficiency	97.6 %	97.6 %	97.5 %	97.3 %
CEC weighted efficiency	97.0 %	97.0 %	97.0 %	97.0 %
MECHANICAL DATA				
Ambient temperature range	-40°C to +65°C			
Relative humidity range	4% to 100% (condensing)			
Connector type (IQ7-60-2-US & IQ7PLUS-72-2-US)	MC4 (or Amphenol H4 UTX with additional Q-DCC-5 adapter)			
Connector type (IQ7-60-B-US & IQ7PLUS-72-B-US)	Friends PV2 (MC4 Intermateable). Adaptors for modules with MC4 or UTX connectors: - PV2 to MC4: order ECA-S20-S22 - PV2 to UTX: order ECA-S20-S25			
Dimensions (WxHxD)	212 mm x 175 mm x 30.2 mm (without bracket)			
Weight	1.08 kg (2.38 lbs)			
Cooling	Natural convection - No fans			
Approved for wet locations	Yes			
Pollution degree	PD3			
Enclosure	Class II double-insulated, corrosion resistant polymeric enclosure			
Environmental category / UV exposure rating	NEMA Type 6 / outdoor			
FEATURES				
Communication	Power Line Communication (PLC)			
Monitoring	Enlighten Manager and MyEnlighten monitoring options. Both options require installation of an Enphase IQ Envoy.			
Disconnecting means	The AC and DC connectors have been evaluated and approved by UL for use as the load-break disconnect required by NEC 690.			
Compliance	CA Rule 21 (UL 1741-SA) UL 62109-1, UL1741/IEEE1547, FCC Part 15 Class B, ICES-0003 Class B, CAN/CSA-C22.2 NO. 107.1-01 This product is UL Listed as PV Rapid Shut Down Equipment and conforms with NEC-2014 and NEC-2017 section 690.12 and C22.1-2015 Rule 64-218 Rapid Shutdown of PV Systems, for AC and DC conductors, when installed according manufacturer's instructions.			

1. No enforced DC/AC ratio. See the compatibility calculator at https://enphase.com/en-us/support/module-compatibility.
2. Nominal voltage range can be extended beyond nominal if required by the utility.
3. Limits may vary. Refer to local requirements to define the number of microinverters per branch in your area.

To learn more about Enphase offerings, visit **enphase.com**

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2018-05-24

ENPHASE.

01 COMBINER SPEC. SHEET
SCALE: N/A

02 PV MODULE SPEC. SHEET
SCALE: N/A

03 INVERTER SPEC. SHEET
SCALE: N/A

NATIONAL ELECTRICAL CODE, NEC (2017)

ENGINEER

ALPER ICELI
FL 90469

3753 LOCKRIDGE DR,
LAND O LAKES, FL 34638
(813) 406-7060
alper@iceli-pe.com

NAME OF OWNER: MOXLEY JOB
MOXLEY NINA
ADDRESS: 410 SE 41ST AVE
OCALA FL 34471
PROPERTY ID#: 2772-004-007

CONTRACTOR:

Dave's Home Helper Service, Inc.
36549 Laurel Oaks Dr.
Dade City, FL 33525
813-991-7596
EC13007006

DHHS-
MOXLEY

DATA
FEB.08-22

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SILFAB SOLAR™

SIL-360 NX

BAA ARRA · 25 YEAR PRODUCT WARRANTY · AUTOMATED MANUFACTURING · JUST-IN-TIME · PVEL DNV·GL TOP PERFORMER · TIER 1 BANKABLE $$$ · HIGH EFFICIENCY

HIGH EFFICIENCY PREMIUM MONO-PERC PV MODULE

CE · Intertek · Intertek · IEC · Fraunhofer ISE

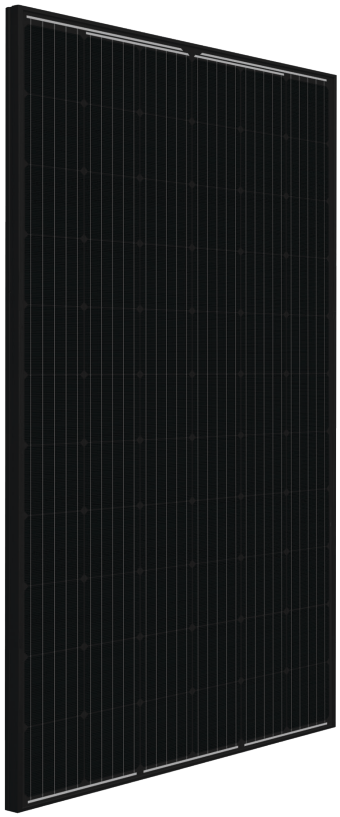
CHUBB*

* Chubb provides error and omission insurance to Silfab Solar Inc.

INDUSTRY LEADING WARRANTY
All our products include an industry leading 25-year product workmanship and 30-year performance warranty.

40+ YEARS OF SOLAR INNOVATION
Leveraging over 40 years of worldwide experience in the solar industry, Silfab is dedicated to superior manufacturing processes and innovations such as Bifacial and Back Contact technologies, to ensure our partners have the latest in solar innovation.

NORTH AMERICAN QUALITY
Silfab is the leading automated solar module manufacturer in North America. Utilizing premium quality materials and strict quality control management to deliver the highest efficiency, premium quality PV modules.



BAA / ARRA COMPLIANT
These panels are designed and manufactured to meet Buy American Act Compliance. The US State Department, US Military and FAA have all utilized Silfab panels in their solar installations.

LIGHT AND DURABLE
Engineered to accommodate high wind load conditions for test loads validated up to 5400Pa uplift. The light-weight frame is exclusively designed for wide-ranging racking compatibility and durability.

QUALITY MATTERS
Total automation ensures strict quality controls during the entire manufacturing process at our ISO certified facilities.

DOMESTIC SUPPORT/SERVICES
Our 500+ North American team is ready to help our partners win the hearts and minds of customers, providing customer service and product delivery that is direct, efficient and local.

AESTHETICALLY PLEASING
All black sleek design, ideal for high-profile residential or commercial applications.

PID RESISTANT
PID Resistant due to advanced cell technology and material selection. In accordance to IEC 62804-1.

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Electrical Specifications		SIL-360 NX mono PERC	
Test Conditions		STC	NOCT
Module Power (Pmax)	Wp	360	268
Maximum power voltage (Vpmax)	V	37.11	34.67
Maximum power current (Ipmax)	A	9.70	7.74
Open circuit voltage (Voc)	V	45.40	42.65
Short circuit current (Isc)	A	10.20	8.20
Module efficiency	%	19.7	18.3
Maximum system voltage (VDC)	V	1000	
Series fuse rating	A	20	
Power Tolerance	Wp	0 to +10	

Measurement conditions: STC 1000 W/m2 • AM 1.5 • Temperature 25 °C • NOCT 800 W/m² • AM 1.5 • Measurement uncertainty ≤ 3%
• Sun simulator calibration reference modules from Fraunhofer Institute. Electrical characteristics may vary by ±5% and power by 0 to +10W.

Temperature Ratings	SIL-360 NX mono PERC
Temperature Coefficient Isc	+0.064 %/°C
Temperature Coefficient Voc	-0.28 %/°C
Temperature Coefficient Pmax	-0.36 %/°C
NOCT (± 2°C)	46 °C
Operating temperature	-40/+85 °C

Mechanical Properties and Components	SIL-360 NX mono PERC	
	Metric	Imperial
Module weight	20±0.2 kg	44±0.4 lbs
Dimensions (H x L x D)	1832 mm x 1000 mm x 38 mm	72.13 in x 39.4 in x 1.5 in
Maximum surface load (wind/snow)*	5400 Pa rear load / 5400 Pa front load	112.8/112.8 lb/ft^2
Hail impact resistance	ø 25 mm at 83 km/h	ø 1 in at 51.6 mph
Cells	66 - Si mono-PERC - 5 busbar 158.75 x 158.75 mm	66 - Si mono-PERC - 5 busbar 6.25 x 6.25 in
Glass	3.2 mm high transmittance, tempered, DSM anti-reflective coating	0.126 in high transmittance, tempered, DSM anti-reflective coating
Cables and connectors (refer to installation manual)	1200 mm ø 5.7 mm, MC4 from Staubli	47.2 in, ø 0.22 (12AWG), MC4 from Staubli
Backsheet	High durability, superior hydrolysis and UV resistance, multi-layer dielectric film, fluorine-free PV backsheet	
Frame	Anodized Aluminum (Black)	
Bypass diodes	3 diodes-30SQ045T (45V max DC blocking voltage, 30A max forward rectified current)	
Junction Box	UL 3730 Certified, IEC 62790 Certified, IP67 rated	

Warranties	SIL-360 NX mono PERC			
Module product workmanship warranty	25 years**			
Linear power performance guarantee	30 years			
	≥ 97.1% end 1st year	≥ 91.6% end 12th year	≥ 85.1% end 25th year	≥ 82.6% end 30th year

Certifications	SIL-360 NX mono PERC
Product	ULC ORD C1703, UL1703, CEC listed, UL 61215-1/-1-1/-2, UL 61730-1/-2, IEC 61215-1/-1-1/-2***. IEC 61730-1/-2***, CSA C22.2#61730-1/-2, IEC 62716 Ammonia Corrosion; IEC61701:2011 Salt Mist Corrosion Certifed, UL Fire Rating: Type 2
Factory	ISO9001:2015

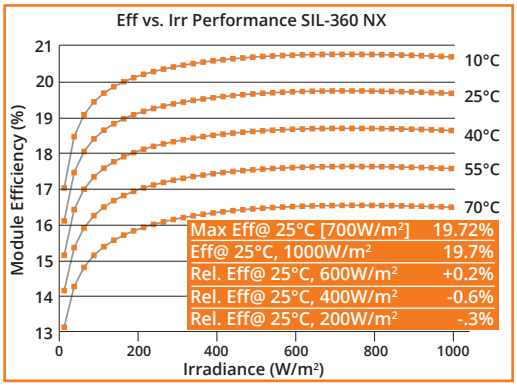
- Modules Per Pallet: 26
- Pallets Per Truck: 32
- Modules Per Truck: 832

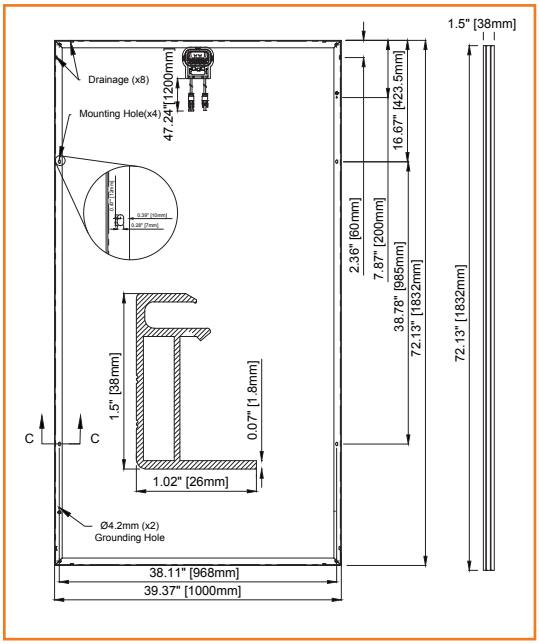
*⚠ Warning. Read the Safety and Installation Manual for mounting specifications and before handling, installing and operating modules.

**12 year extendable to 25 years subject to registration and conditions outlined under "Warranty" at www.silfabsolar.com.

***Certification in progress.

PAN files generated from 3rd party performance data are available for download at: www.silfabsolar.com/downloads.





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Certificate Of Completion

Envelope Id: AD0D9899-F171-8ABE-80EB-F9885EE3D083
Status: Completed
Subject: FOR SIGNATURES - Net Metering Agreement - Wendy McGraw - ELE/260735
Source Envelope:
Document Pages: 27
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

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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: 5/7/2026 9:34:17 AM Viewed: 5/7/2026 10:38:21 AM Signed: 5/7/2026 11:00:51 AM
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: 5/7/2026 11:00:53 AM Viewed: 5/7/2026 1:25:20 PM Signed: 5/7/2026 1:25:55 PM
Electronic Record and Signature Disclosure: Accepted: 5/7/2026 1:25:20 PM ID: d611df4e-f478-4fb7-a2d9-90321504cdd9		
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: 38.77.131.2	Sent: 5/7/2026 1:25:57 PM Viewed: 5/7/2026 1:46:21 PM Signed: 5/7/2026 1:46:32 PM
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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	5/7/2026 9:34:17 AM
Certified Delivered	Security Checked	5/7/2026 1:46:21 PM
Signing Complete	Security Checked	5/7/2026 1:46:32 PM
Completed	Security Checked	5/7/2026 1:46:32 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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To contact us by email send messages to: contracts@ocalafl.org

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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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- 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 / 260746

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: Maricela Caldero

Mailing Address: 2806 NW 4th Avenue

City: Ocala State: FL Zip Code: 34475

Phone Number: 352-484-4919 Alternate Phone Number: _____

Email Address: madonel182@gmail.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 555904-152547

2. RGS Facility Information

Facility Location: 2806 NW 4th Avenue Ocala, Fl. 34475

Ocala Electric Utility Customer Account Number: 555904-152547

RGS Manufacturer: Aptos Solar Technology

Manufacturer's Address: 3140 De La Cruz Blvd. STE200

Santa Clara, CA. 95054

Reference or Model Number: DNA-120-MF26 370W(23-Modules)

Serial Number: Enphase Microinverters-IQ8PLUS-72-2-US

(Continued on Sheet No.19.1)

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3. Facility Rating Information

Gross Power Rating: 7.23kWac ("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: 4/22/25

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: Maricela Caldero Date: 4-23-2025
(Print Name)

Maricela Caldero
(Signature)

Docusign Envelope ID: EB273738-ACBE-8172-83F0-E6B861044DD6

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 22nd day of April, 20 25, 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 Maricela Caldero, 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: 5/13/2026

Florida Municipal Power Agency

DocuSigned by:
By:
087F58EBB34B474...

Title: Chief Sys Ops & Tech Officer

Date: 5/13/2026

Customer

By: Maricela Caldero Date: 4-23-2025
(Print Name)

Maricela Caldero
(Signature)

Customer's City of Ocala Electric Utility Account Number: 555904-152547

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

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 22nd day of April, 20 25, by and between Maricela Caldero, (hereinafter called "**Customer**"), located at 2806 NW 4th Avenue 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: 2806 NW 4th Avenue Ocala, Fl. 34475.

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.

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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.

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(Continued from Sheet No. 21.3)

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.

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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)

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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)

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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)

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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: 5/13/2026

Customer:

By: Maricela Caldero
(Print Name)
Maricela Caldero
(Signature)

Date: 4-23-2025

City of Ocala Electric Utility Account Number:

555904-152547

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

Docusign Envelope ID: EB273738-ACBE-8172-83F0-E6B861044DD6

American Integrity Insurance Company of Florida
5426 Bay Center Drive, Suite 600
Tampa, FL 33609

POLICY NUMBER: AGH0193890

HOMEOWNERS POLICY DECLARATIONS

POLICY FORM: HO3
IMPORTANT PHONE NUMBERS:
Your Agency: (352) 307-6666
Customer Service: (866) 968-8390
Claims Reporting: (866) 277-9871

☐ New Issue ☐ Renewal ☒ Change

Policy Effective Date: 07/20/2025
Policy Expiration Date: 07/20/2026
12:01 a.m. STANDARD TIME at the residence premises

Change Effective: 09/17/2025
This replaces all previously issued policy declarations

INSURED NAME AND MAIL ADDRESS:
Martin Donell
Maricela Caldero
2806 NW 4th AVE
Ocala, FL 34475-2642

YOUR AMERICAN INTEGRITY AGENCY IS:
Wheeler Insurance Agency, LLC
10941 SE US Highway 441
Belleview, FL 34420-7821

Residence Premises covered by this policy is:
2806 NW 4th AVE, Ocala, FL 34475-2642
County: Marion

TOTAL ANNUAL POLICY PREMIUM:	**$2,962.70**
The Hurricane portion of the premium is:	$906.92
The non-Hurricane portion of the premium is:	$2,027.52

Insurance is provided only with respect to the following coverages for which a limit of liability and/or premium is specified, subject to all conditions of this policy. Based on the information available to us, the premium shown is the lowest we offer for which you qualify.

SECTION I – PROPERTY COVERAGES	LIMIT OF LIABILITY	PREMIUM
Coverage A – Dwelling	$312,000	$2,934.44
Coverage B – Other Structures	$6,240	Included
Coverage C – Personal Property	$156,000	Included
Coverage D – Loss of Use	$31,200	Included
Ordinance or Law: 25% of Coverage A	$78,000	Included

SECTION I – DEDUCTIBLES:
In case of a property loss, we only cover that part of the loss over the deductible(s) stated:

All Other Perils:	$1,000
Windstorm or Hail (Other Than Hurricane)	$1,000
HURRICANE: 2% of Coverage A	**$6,240**
Sinkhole:	Not Included

SECTION II – LIABILITY COVERAGES		
Coverage E - Personal Liability	$100,000	Included
Coverage F - Medical Payments to Others	$1,000	Included

OPTIONAL COVERAGES:	LIMIT OF LIABILITY	PREMIUM
Home Cyber Protection	$25,000	$31.17
Ordinance or Law	$78,000	Included

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PHOTOVOLTAIC ROOF MOUNT SYSTEM

23 MODULES-ROOF MOUNTED - 8.510 KW DC, 6.670 KW AC

2806 NW 4TH AVE, OCALA, FL 34475

PROJECT DATA

PROJECT ADDRESS	2806 NW 4TH AVE, OCALA, FL 34475
OWNER:	MARTIN DONELL
DESIGNER:	ESR

SCOPE: 8.510 KW DC ROOF MOUNT SOLAR PV SYSTEM WITH 23 APTOS SOLAR: DNA-120-MF26 370W PV MODULES WITH 23 ENPHASE IQ8PLUS-72-2-US MICROINVERTERS

AUTHORITIES HAVING JURISDICTION:
BUILDING: CITY OF OCALA
ZONING: CITY OF OCALA
UTILITY: CITY OF OCALA ELECTRIC UTILITY

SHEET INDEX

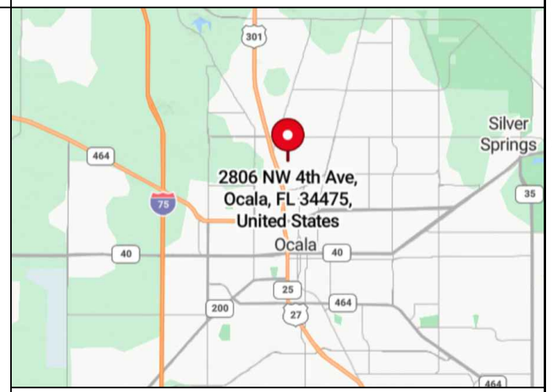
G001	COVER SHEET
E001	SITE PLAN
S001	ROOF PLAN AND MODULES
E002	ELECTRICAL PLAN
S002	STRUCTURAL DETAIL
E003	ELECTRICAL LINE DIAGRAM
E004	WIRING CALCULATIONS
E005	LABELS
E006	MICROINVERTER CHART
PD001+	EQUIPMENT SPECIFICATIONS

SIGNATURE

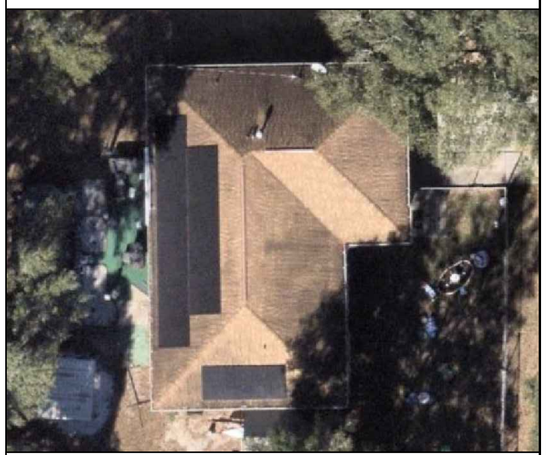
GENERAL NOTES

1. ALL COMPONENTS ARE UL LISTED AND NEC CERTIFIED, WHERE WARRANTED.
2. THE SOLAR PV SYSTEM WILL BE INSTALLED IN ACCORDANCE WITH ARTICLE 690 OF THE NEC 2020.
3. THE UTILITY INTERCONNECTION APPLICATION MUST BE APPROVED AND PV SYSTEM INSPECTED PRIOR TO PARALLEL OPERATION.
4. ALL CONDUCTORS OF A CIRCUIT, INCLUDING THE EGC, MUST BE INSTALLED IN THE SAME RACEWAY, OR CABLE, OR OTHERWISE RUN WITH THE PV ARRAY CIRCUIT CONDUCTORS WHEN THEY LEAVE THE VICINITY OF THE PV ARRAY.
5. WHERE METALLIC CONDUIT CONTAINING DC CONDUCTORS IS USED INSIDE THE BUILDING, IT SHALL BE IDENTIFIED AS "CAUTION: SOLAR CIRCUIT" EVERY 10FT.
6. HEIGHT OF THE AC DISCONNECT SHALL NOT EXCEED 6'-7" PER NEC CODE 240.24.
7. A GROUNDING ELECTRODE SYSTEM IN ACCORDANCE WITH NEC 2020 690.47 AND 250.50 THROUGH 60 AND 250-166 SHALL BE PROVIDED. PER NEC GROUNDING ELECTRODE SYSTEM OF EXISTING BUILDING MAY BE USED AND BONDED TO THE SERVICE ENTRANCE. IF EXISTING SYSTEM IS INACCESSIBLE OR INADEQUATE A SUPPLEMENTAL GROUNDING ELECTRODE WILL BE USED AT THE INVERTER LOCATION CONSISTING OF A UL LISTED 8 FT. GROUND ROD WITH ACORN CLAMP. GROUNDING ELECTRODE CONDUCTORS SHALL BE NO LESS THAN #8 AWG AND NO LARGER THAN #6 AWG COPPER AND BONDED TO THE EXISTING GROUNDING ELECTRODE TO PROVIDE FOR A COMPLETE SYSTEM.
8. PHOTOVOLTAIC MODULES ARE TO BE CONSIDERED NON-COMBUSTIBLE.
9. PHOTOVOLTAIC INSTALLATION WILL NOT OBSTRUCT ANY PLUMBING, MECHANICAL, OR BUILDING ROOF VENTS.
10. ALL WIRING MUST BE PROPERLY SUPPORTED BY DEVICES OR MECHANICAL MEANS DESIGNED AND LISTED FOR SUCH USE. WIRING MUST BE PERMANENTLY AND COMPLETELY HELD OFF THE ROOF SURFACE.
11. ALL SIGNAGE TO BE PLACED IN ACCORDANCE WITH THE LOCAL BUILDING CODE. IF EXPOSED TO SUNLIGHT, IT SHALL BE UV RESISTANT. ALL PLAQUES AND SIGNAGE WILL BE INSTALLED AS REQUIRED BY THE NEC AND AHJ.
12. INVERTER(S) USED IN UNGROUNDED SYSTEM SHALL BE UL 1741 LISTED.
13. THE INSTALLATION OF EQUIPMENT AND ALL ASSOCIATED WIRING AND INTERCONNECTION SHALL BE PERFORMED ONLY BY QUALIFIED PERSONS [NEC 690.4(C)]
14. ALL OUTDOOR EQUIPMENT SHALL BE NEMA 3R RATED (OR BETTER), INCLUDING ALL ROOF MOUNTED TRANSITION BOXES AND SWITCHES.
15. ALL EQUIPMENT SHALL BE PROPERLY GROUNDED AND BONDED IN ACCORDANCE WITH NEC ARTICLE 250.
16. SYSTEM GROUNDING SHALL BE IN ACCORDANCE WITH NEC 690.41.
17. PV SYSTEM CIRCUITS INSTALLED ON OR IN BUILDINGS SHALL INCLUDE A RAPID SHUTDOWN FUNCTION IN ACCORDANCE WITH NEC 690.12
18. DISCONNECTING MEANS SHALL BE LOCATED IN A VISIBLE, READILY ACCESSIBLE LOCATION WITHIN THE PV SYSTEM EQUIPMENT OR A MAXIMUM OF 10 FEET AWAY FROM THE SYSTEM [NEC 690.13(A)]
19. ALL WIRING METHODS SHALL BE IN ACCORDANCE WITH NEC 690.31
20. WORK CLEARANCES AROUND ELECTRICAL EQUIPMENT WILL BE MAINTAINED PER NEC 110.26(A)(1), 110.26(A)(2) AND 110.26(A)(3).
21. ROOFTOP MOUNTED PHOTOVOLTAIC PANELS AND MODULES SHALL BE TESTED, LISTED & IDENTIFIED IN ACCORDANCE WITH UL1703
22. ELECTRICAL CONTRACTOR TO PROVIDE CONDUIT EXPANSION JOINTS AND ANCHOR CONDUIT RUNS AS REQUIRED PER NEC.
23. IN ACCORDANCE WITH 2021 IFC 1205.5, 2018 IFC 1204.4, AND 2015 IFC 605.11.2 A CLEAR, BRUSH-FREE AREA OF 10 FEET(3048 MM) SHALL BE REQUIRED FOR GROUND-MOUNTED PHOTOVOLTAIC ARRAYS.
24. PANEL LAYOUT ORIENTATION IS SUBJECT TO CHANGE ON DESIGNED MOUNTING PLANES.

VICINITY MAP



HOUSE PHOTO



CODE REFERENCES

PROJECT TO COMPLY WITH THE FOLLOWING:

FLORIDA RESIDENTIAL CODE, 8TH EDITION 2023 (FRC)
FLORIDA PLUMBING CODE, 8TH EDITION 2023 (FPC)
FLORIDA BUILDING CODE, 8TH EDITION 2023 (FBC)
FLORIDA MECHANICAL CODE, 8TH EDITION 2023 (FMC)
2020 NATIONAL ELECTRICAL CODE
FLORIDA FIRE PREVENTION CODE, 8TH EDITION 2023 (FFPC)

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License #CCC1332396

REVISIONS		
DESCRIPTION	DATE	REV
INITIAL DESIGN	04/01/2025	

RICHARD PANTEL LICENSE No. 73222 STATE OF FLORIDA PROFESSIONAL ENGINEER

Reviewed and approved
Richard Pantel, P.E.
FL Lic. No. 73222
04/04/2025

PROJECT NAME & ADDRESS

MARTIN DONELL RESIDENCE
2806 NW 4TH AVE, OCALA, FL 34475

DRAWN BY
ESR

SHEET NAME
COVER SHEET

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
G001

1626

Docusign Envelope ID: EB273738-ACBE-8172-83F0-E6B861044DD6

DC SYSTEM SIZE: 23 x 370 = 8.510KW DC
AC SYSTEM SIZE: 23 x 290 = 6.670KW AC

(23) APTOS SOLAR: DNA-120-MF26 370W MONO MODULES WITH
(23) ENPHASE IQ8PLUS-72-2-US (240) MICROINVERTERS

(1) CIRCUIT OF 12 MODULES AND
(1) CIRCUIT OF 11 MODULES ARE CONNECTED IN PARALLEL

INSTRALLER / ELECTRICAN NOTE:
EC IS TO MEASURE VOLTAGE BEFORE WORK. IF RESULT IS ANY OTHER VOLTAGE MEASURED THAN 120/ 240 V IS OBSERVED . DO NOT PROCCED CONTACT ENGINEER

INTERCONNECTION NOTES:
1. INTERCONNECTION SIZING, LIMITATIONS AND COMPLIANCE DETERMINED IN ACCORDANCE WITH [NEC 705.12], AND [NEC 690.59].
2. GROUND FAULT PROTECTION IN ACCORDANCE WITH [NEC 215.9], [NEC 230.95].
3. ALL EQUIPMENT TO BE RATED FOR BACKFEEDING.
4. PV BREAKER TO BE POSITIONED AT THE OPPOSITE END OF THE BUSBAR RELATIVE TO THE MAIN BREAKER.

DISCONNECT NOTES:
1. DISCONNECTING SWITCHES SHALL BE WIRED SUCH THAT WHEN THE SWITCH IS OPENED THE CONDUCTORS REMAINING LIVE ARE CONNECTED TO THE TERMINALS MARKED “LINE SIDE” (TYPICALLY THE UPPER TERMINALS)
2. AC DISCONNECT MUST BE ACCESSIBLE TO QUALIFIED UTILITY PERSONNEL, BE LOCKABLE, AND BE A VISIBLE-BREAK SWITCH
3. DISCONNECT MEANS AND THEIR LOCATION SHALL BE IN ACCORDANCE WITH [NEC 225.31] AND [NEC 225.32].

GROUNDING & GENERAL NOTES:
1. **GROUNDING ELECTRODES AND GROUNDING ELECTRODE CONDUCTORS.** ADDITIONAL GROUNDING ELECTRODES SHALL BE PERMITTED TO BE INSTALLED IN ACCORDANCE WITH 250.52 AND 250.54.GROUNDING ELECTRODES SHALL BE PERMITTED TO BE CONNECTED DIRECTLY TO THE PV MODULE FRAME(S) OR SUPPORT STRUCTURE PER [NEC 690.47(B)]
2. PV INVERTER IS UNGROUNDED, TRANSFORMER-LESS TYPE.
3. DC GEC AND AC EGC TO REMAIN UNSPLICED, OR SPLICED TO EXISTING ELECTRODE
4. ANY EXISTING WIRING INVOLVED WITH PV SYSTEM CONNECTION THAT IS FOUND TO BE INADEQUATE PER CODE SHALL BE CORRECTED PRIOR TO FINAL INSPECTION.
5. SOLADECK QUANTITIES, AND PLACEMENT SUBJECT TO CHANGE IN THE FIELD - SOLADECK DEPICTED ON ELECTRICAL DIAGRAM REPRESENT WIRE TYPE TRANSITIONS.
6. AC DISCONNECT NOTED IN EQUIPMENT SCHEDULE OPTIONAL IF OTHER AC DISCONNECTING MEANS IS LOCATED WITHIN 10' OF SERVICE DISCONNECT.
7. RACEWAYS AND CABLES EXPOSED TO SUNLIGHT ON ROOFTOPS SHOULD BE INSTALLED MORE THAN 7/8" ABOVE THE ROOF USING CONDUIT SUPPORTS.
8. ALL NEW SERVICE INSTALLATIONS AND REPLACEMENTS REQUIRE A SURGE-PROTECTIVE DEVICE (SPD) IN ACCORDANCE WITH [NEC 230.67]. THE SPD SHALL BE TYPE 1 OR TYPE 2 AND IS REQUIRED TO BE AN INTEGRAL PART OF THE SERVICE EQUIPMENT OR LOCATED IMMEDIATELY ADJACENT THERETO.

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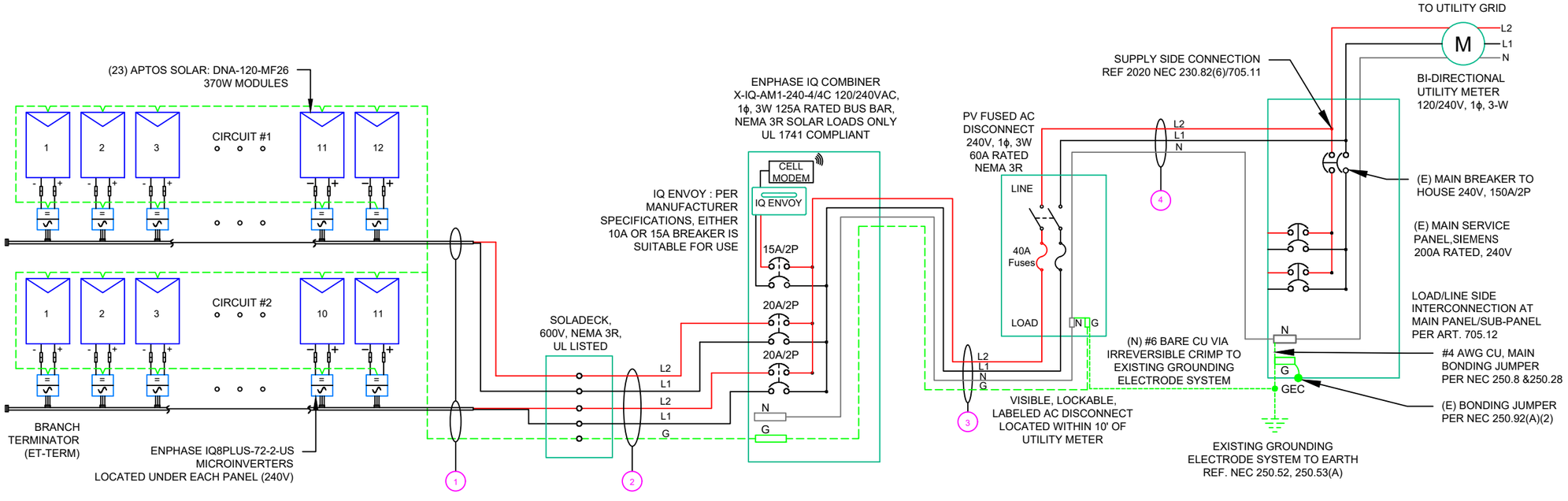

	QTY	CONDUCTOR INFORMATION		CONDUIT TYPE	CONDUIT SIZE
1	(4)	CU#12AWG -	ENPHASE ENGAGE CABLE (L1 & L2 NO NEUTRAL)	N/A	N/A
	(1)	CU#10AWG -	BARE COPPER IN FREE AIR		
2	(4)	CU#10AWG -	THWN-2 L1 &L2	EMT, ENT OR LFMC IN ATTIC	3/4"
	(1)	CU #10AWG -	CU,THWN-2 GND		
3	(2)	CU #8AWG -	THWN-2 L1 &L2	EMT, LFMC OR PVC	3/4"
	(1)	CU #8AWG -	CU,THWN-2 N		
	(1)	CU #10AWG -	CU,THWN-2 GND		
4	(2)	CU #6AWG -	THWN-2 L1 &L2	EMT, LFMC OR PVC	3/4"
	(1)	CU #6AWG -	CU,THWN-2 N		

NOTE : "CONDUIT SIZE IS MINIMUM REQUIRED PER NEC300.17. CONTRACTOR MAY UPSIZE AS NEEDED".

1 ELECTRICAL LINE DIAGRAM
E003 SCALE: NTS

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info@revelhomeservice.com
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REVISIONS

DESCRIPTION	DATE	REV
INITIAL DESIGN	04/01/2025	

RICHARD PANTEL LICENSE PROFESSIONAL ENGINEER No. 73222 STATE OF FLORIDA

Reviewed and approved
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04/04/2025

PROJECT NAME & ADDRESS
MARTIN DONELL RESIDENCE
2806 NW 4TH AVE, OCALA, FL 34475

DRAWN BY
ESR

SHEET NAME
ELECTRICAL LINE DIAGRAM

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
E003

1627

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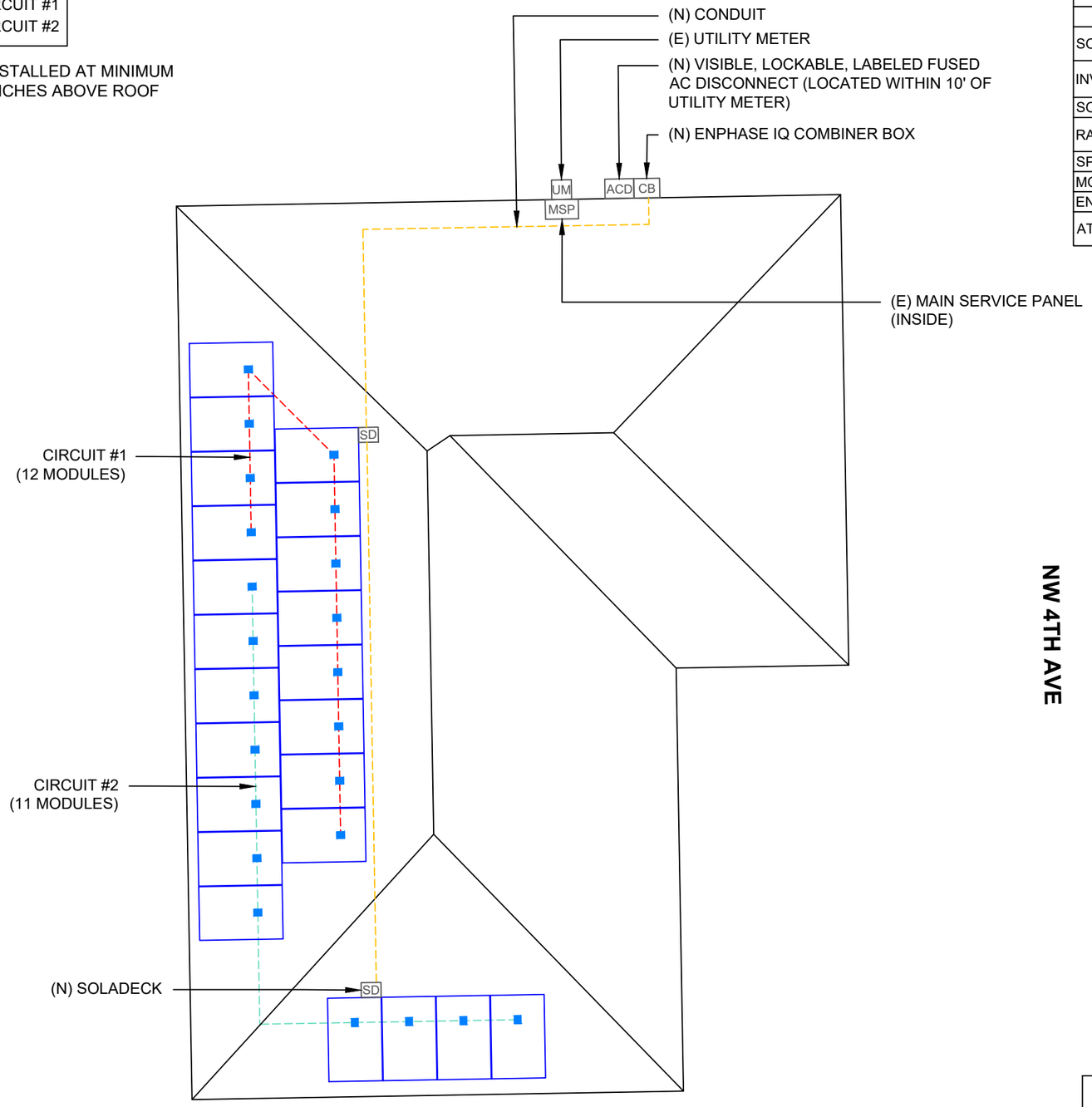
CIRCUIT LEGENDS
CIRCUIT #1
CIRCUIT #2

NOTE : CONDUIT INSTALLED AT MINIMUM DISTANCE OF 7/8 INCHES ABOVE ROOF



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BILL OF MATERIALS

EQUIPMENT	QTY	DESCRIPTION
SOLAR PV MODULES	23	APTOS SOLAR: DNA-120-MF26 370W
INVERTER	23	IQ8PLUS-72-2-US MICROINVERTERS
SOLADECK	2	SOLADECKS
RAILS	12	EVEREST K2 SYSTEMS CROSSRAIL 44-X
SPLICE	6	SPLICE KIT
MODULE CLAMPS	40	MID MODULE CLAMPS
END CLAMPS	12	END CLAMPS / STOPPER SLEEVE
ATTACHMENTS	46	EVEREST K2 SYSTEMS SPLICE FOOT XL ATTACHMENTS

LEGEND

- CB - COMBINER BOX
- ACD - AC DISCONNECT
- UM - UTILITY METER
- MSP - MAIN SERVICE PANEL
- JB - JUNCTION BOX
- CONDUIT
- MICRO INVERTER

1 ELECTRICAL PLAN
E002 SCALE: 1/8" = 1'-0"

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SHEET NAME
ELECTRICAL PLAN

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
E002

1628

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ENPHASE

DATA SHEET

IQ8 and IQ8+ Microinverters

Our newest IQ8 Microinverters are the industry's first microgrid-forming, software-defined microinverters with split-phase power conversion capability to convert DC power to AC power efficiently. The brain of the semiconductor-based microinverter is our proprietary application-specific integrated circuit (ASIC), which enables the microinverter to operate in grid-tied or off-grid modes. This chip is built using advanced 55-nm technology with high-speed digital logic and has superfast response times to changing loads and grid events, alleviating constraints on battery sizing for home energy systems.

Part of the Enphase Energy System, IQ8 Series Microinverters integrate with the IQ Battery, IQ Gateway, and the Enphase App monitoring and analysis software.

Enphase 25 year limited warranty

IQ8 Series Microinverters redefine reliability standards with more than one million cumulative hours of power-on testing, enabling an industry-leading limited warranty of up to 25 years.

Connect PV modules quickly and easily to IQ8 Series Microinverters using the included Q-DCC-2 adapter cable with plug-and-play MC4 connectors.

CERTIFIED SAFETY

IQ8 Series Microinverters are UL Listed as PV rapid shutdown equipment and conform with various regulations, when installed according to the manufacturer's instructions.

*Meets UL 1741 only when installed with IQ System Controller 2 or 3.
**IQ8 and IQ8+ support split-phase, 240 V installations only.

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Easy to install

- Lightweight and compact with plug-and-play connectors
- Power line communication (PLC) between components
- Faster installation with simple two-wire cabling

High productivity and reliability

- Produce power even when the grid is down*
- More than one million cumulative hours of testing
- Class II double-insulated enclosure
- Optimized for the latest high-powered PV modules

Microgrid-forming

- Compliant with the latest advanced grid support**
- Remote automatic updates for the latest grid requirements
- Configurable to support a wide range of grid profiles
- Meets CA Rule 21 (UL 1741-SA) and IEEE 1547:2018 (UL 1741-SB)

NOTE:

- IQ8 Microinverters cannot be mixed with previous generations of Enphase microinverters (IQ7 Series, IQ6 Series, and so on) in the same system.
- IQ Microinverters ship with default settings that meet North America's IEEE 1547 interconnection standard requirements. Region-specific adjustments may be requested by an Authority Having Jurisdiction (AHJ) or utility representative according to the IEEE 1547 interconnection standard. An IQ Gateway is required to make these changes during installation.

IQ8 and IQ8+ Microinverters

INPUT DATA (DC)	UNITS	IQ8-60-2-US	IQ8PLUS-72-2-US
Commonly used module pairings[1]	W	235–350	235–440
Module compatibility	–	To meet compatibility, PV modules must be within maximum input DC voltage and maximum module I_{sc} listed below. Module compatibility can be checked at https://enphase.com/installers/microinverters/calculator.	
MPPT voltage range	V	27–37	27–45
Operating range	V	16–48	16–58
Minimum/Maximum start voltage	V	22/48	22/58
Maximum input DC voltage	V	50	60
Maximum continuous input DC current	A	10	12
Maximum input DC short-circuit current	A	25	
Maximum module (I_{sc})	A	20	
Overvoltage class DC port	–	II	
DC port backfeed current	mA	0	
PV array configuration	–	Ungrounded array; no additional DC side protection required; AC side protection requires maximum 20 A per branch circuit.	
OUTPUT DATA (AC)	**UNITS**	**IQ8-60-2-US**	**IQ8PLUS-72-2-US**
Peak output power	VA	245	300
Maximum continuous output power	VA	240	290
Nominal grid voltage (L-L)	V	240, split-phase (L-L), 180°	
Minimum and Maximum grid voltage[2]	V	211-264	
Maximum continuous output current	A	1.0	1.21
Nominal frequency	Hz	60	
Extended frequency range	Hz	47–68	
AC short-circuit fault current over three cycles	Arms	2	
Maximum units per 20 A (L-L) branch circuit[3]	–	16	13
Total harmonic distortion	%	<5	
Overvoltage class AC port	–	III	
AC port backfeed current	mA	30	
Power factor setting	–	1.0	
Grid-tied power factor (adjustable)	–	0.85 leading ... 0.85 lagging	
Peak efficiency	%	97.7	
CEC weighted efficiency	%	97	
Nighttime power consumption	mW	23	25
MECHANICAL DATA			
Ambient temperature range		-40°C to 60°C (-40°F to 140°F)	
Relative humidity range		4% to 100% (condensing)	
DC connector type		MC4	
Dimensions (H × W × D)		212 mm (8.3 in) × 175 mm (6.9 in) × 30.2 mm (1.2 in)	
Weight		1.08 kg (2.38 lbs)	
Cooling		Natural convection–no fans	
Approved for wet locations		Yes	
Pollution degree		PD3	
Enclosure		Class II double-insulated, corrosion-resistant polymeric enclosure	
Environmental category/UV exposure rating		NEMA Type 6/Outdoor	

(1) No enforced DC/AC ratio.
(2) Nominal voltage range can be extended beyond nominal if required by the utility.
(3) Limits may vary. Refer to local requirements to define the number of microinverters per branch in your area.

1629

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REVISIONS

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PROJECT NAME & ADDRESS

MARTIN DONELL RESIDENCE

2806 NW 4TH AVE, OCALA, FL 34475

DRAWN BY
ESR

SHEET NAME
INVERTER DATASHEET

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
PD002

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Data Sheet
Enphase Networking

IQ Combiner 4/4C

X-IQ-AM1-240-4C
X2-IQ-AM1-240-4C (IEEE 1547:2018)

X-IQ-AM1-240-4
X2-IQ-AM1-240-4 (IEEE 1547:2018)

The **IQ Combiner 4/4C** with IQ Gateway and integrated LTE-M1 cell modem (included only with IQ Combiner 4C) consolidates interconnection equipment into a single enclosure. It streamlines IQ Microinverters and storage installations by providing a consistent, pre-wired solution for residential applications. It offers up to four 2-pole input circuits and Eaton BR series busbar assembly.

Smart

- Includes IQ Gateway for communication and control
- Includes Mobile Connect cellular modem (CELLMODEM-M1-06-SP-05), included only with IQ Combiner 4C
- Includes solar shield to match Enphase IQ Battery aesthetics and deflect heat
- Supports Wi-Fi, Ethernet, or cellular connectivity
- Optional AC receptacle available for PLC bridge
- Provides production metering and consumption monitoring

Simple

- Mounts on single stud with centered brackets
- Supports bottom, back and side conduit entry
- Allows up to four 2-pole branch circuits for 240VAC plug-in breakers (not included)
- 80A total PV or storage branch circuits

Reliable

- Durable NRTL-certified NEMA type 3R enclosure
- Five-year limited warranty
- Two years labor reimbursement program coverage included for both the IQ Combiner SKU's
- UL listed
- X2-IQ-AM1-240-4 and X2-IQ-AM1-240-4C comply with IEEE 1547:2018 (UL 1741-SB, 3rd Ed.)

UL LISTED

To learn more about Enphase offerings, visit **enphase.com**
IQ-C-4-4C-DS-0103-EN-US-12-29-2022

ENPHASE

IQ Combiner 4/4C

MODEL NUMBER	
IQ Combiner 4 X-IQ-AM1-240-4 X2-IQ-AM1-240-4 (IEEE 1547:2018)	IQ Combiner 4 with IQ Gateway printed circuit board for integrated revenue grade PV production metering (ANSI C12.20 ± 0.5%) and consumption monitoring (± 2.5%). Includes a silver solar shield to match the IQ Battery and IQ System Controller 2 and to deflect heat.
IQ Combiner 4C X-IQ-AM1-240-4C X2-IQ-AM1-240-4C (IEEE 1547:2018)	IQ Combiner 4C with IQ Gateway printed circuit board for integrated revenue grade PV production metering (ANSI C12.20 ± 0.5%) and consumption monitoring (± 2.5%). Includes Mobile Connect cellular modem (CELLMODEM-M1-06-SP-05), a plug-and-play industrial-grade cell modem for systems up to 60 microinverters. (Available in the US, Canada, Mexico, Puerto Rico, and the US Virgin Islands, where there is adequate cellular service in the installation area.) Includes a silver solar shield to match the IQ Battery and IQ System Controller and to deflect heat.
ACCESSORIES AND REPLACEMENT PARTS	(not included, order separately)
Supported microinverters	IQ6, IQ7, and IQ8. (Do not mix IQ6/7 Microinverters with IQ8)
Communications Kit COMMS-CELLMODEM-M1-06 CELLMODEM-M1-06-SP-05 CELLMODEM-M1-06-AT-05	- Includes COMMS-KIT-01 and CELLMODEM-M1-06-SP-05 with 5-year Sprint data plan - 4G based LTE-M1 cellular modem with 5-year Sprint data plan - 4G based LTE-M1 cellular modem with 5-year AT&T data plan
Circuit Breakers BRK-10A-2-240V BRK-15A-2-240V BRK-20A-2P-240V BRK-15A-2P-240V-B BRK-20A-2P-240V-B	Supports Eaton BR210, BR215, BR220, BR230, BR240, BR250, and BR260 circuit breakers. Circuit breaker, 2 pole, 10A, Eaton BR210 Circuit breaker, 2 pole, 15A, Eaton BR215 Circuit breaker, 2 pole, 20A, Eaton BR220 Circuit breaker, 2 pole, 15A, Eaton BR215B with hold down kit support Circuit breaker, 2 pole, 20A, Eaton BR220B with hold down kit support
XA-SOLARSHIELD-ES	Replacement solar shield for IQ Combiner 4/4C
XA-PLUG-120-3	Accessory receptacle for Power Line Carrier in IQ Combiner 4/4C (required for EPLC-01)
X-IQ-NA-HD-125A	Hold-down kit for Eaton circuit breaker with screws
Consumption monitoring CT (CT-200-SPLIT/CT-200-CLAMP)	A pair of 200A split core current transformers
ELECTRICAL SPECIFICATIONS	
Rating	Continuous duty
System voltage	120/240VAC, 60 Hz
Eaton BR series busbar rating	125A
Max. continuous current rating	65A
Max. continuous current rating (input from PV/storage)	64A
Max. fuse/circuit rating (output)	90A
Branch circuits (solar and/or storage)	Up to four 2-pole Eaton BR series Distributed Generation (DG) breakers only (not included)
Max. total branch circuit breaker rating (input)	80A of distributed generation/95A with IQ Gateway breaker included
IQ Gateway breaker	10A or 15A rating GE/Siemens/Eaton included
Production metering CT	200A solid core pre-installed and wired to IQ Gateway
MECHANICAL DATA	
Dimensions (WxHxD)	37.5 cm x 49.5 cm x 16.8 cm (14.75 in x 19.5 in x 6.63 in). Height is 53.5 cm (21.06 in) with mounting brackets.
Weight	7.5 kg (16.5 lbs)
Ambient temperature range	-40°C to +46°C (-40°F to 115°F)
Cooling	Natural convection, plus heat shield
Enclosure environmental rating	Outdoor, NRTL-certified, NEMA type 3R, polycarbonate construction
Wire sizes	• 20A to 50A breaker inputs: 14 to 4 AWG copper conductors • 60A breaker branch input: 4 to 1/0 AWG copper conductors • Main lug combined output: 10 to 2/0 AWG copper conductors • Neutral and ground: 14 to 1/0 copper conductors • Always follow local code requirements for conductor sizing.
Altitude	Up to 3,000 meters (9,842 feet)
INTERNET CONNECTION OPTIONS	
Integrated Wi-Fi	IEEE 802.11b/g/n
Cellular	CELLMODEM-M1-06-SP-05, CELLMODEM-M1-06-AT-05 (4G based LTE-M1 cellular modem). Note that an Mobile Connect cellular modem is required for all Enphase Energy System installations.
Ethernet	Optional, IEEE 802.3, Cat5E (or Cat6) UTP Ethernet cable (not included)
COMPLIANCE	
Compliance, IQ Combiner	CA Rule 21 (UL 1741-SA) IEEE 1547:2018 - UL 1741-SB, 3rd Ed. (X2-IQ-AM1-240-4 and X2-IQ-AM1-240-4C) CAN/CSA C22.2 No. 107.1, Title 47 CFR, Part 15, Class B, ICES 003 Production metering: ANSI C12.20 accuracy class 0.5 (PV production) Consumption metering: accuracy class 2.5
Compliance, IQ Gateway	UL 60601-1/CANCSA 22.2 No. 61010-1

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1630

REVEL HOME SERVICE

REVEL HOME SERVICES
255 South Orange Avenue,
Suite 104 #1064 Orlando,
FL 32801
(407)-809-7441
info@revelhomeservice.com
License #CCC1332396

REVISIONS

DESCRIPTION	DATE	REV
INITIAL DESIGN	04/01/2025	

RICHARD PANTEL LICENSE No. 73222 STATE OF FLORIDA PROFESSIONAL ENGINEER

Reviewed and approved
Richard Pantel, P.E.
FL Lic. No. 73222
04/04/2025

PROJECT NAME & ADDRESS

MARTIN DONELL RESIDENCE

2806 NW 4TH AVE,
OCALA, FL 34475

DRAWN BY
ESR

SHEET NAME
COMBINER DATASHEET

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
PD003

Docusign Envelope ID: EB273738-ACBE-8172-83F0-E6B861044DD6

This item has been digitally signed and sealed by Richard Pantel, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

DNA™ 120

Solar for Innovators

Residential I Commercial

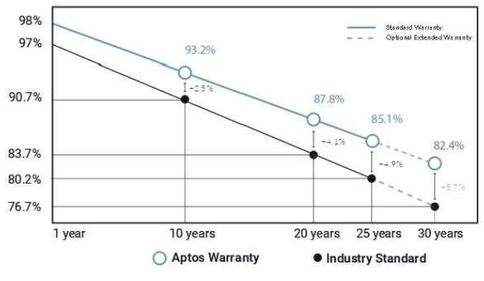
Designed & Engineered in Silicon Valley
370W I 365W I 360W

Our DNA™ Split Cell Series impressively combines advanced solar technologies to maximize performance. Our patented Dual Nano Absorber (DNA™) Technology allows the panel to operate at high-efficencies in extreme temperatures. Contact our sales team today to learn more about our line of high-efficienty solar panels.

- Patented DNA™ technology boosts power performance & module efficiency
- Advanced split cell technology with 9 ultra-thin busbars allows for less resistance and more photon capture
- Ideal solution for applications affected by shading
- All-black design for pristine aesthetics
  No excessive silver bussing or ribbons
- Robust product design is resilient in extreme weather. Up to 5400 Pa snow load and 210 mph wind speeds

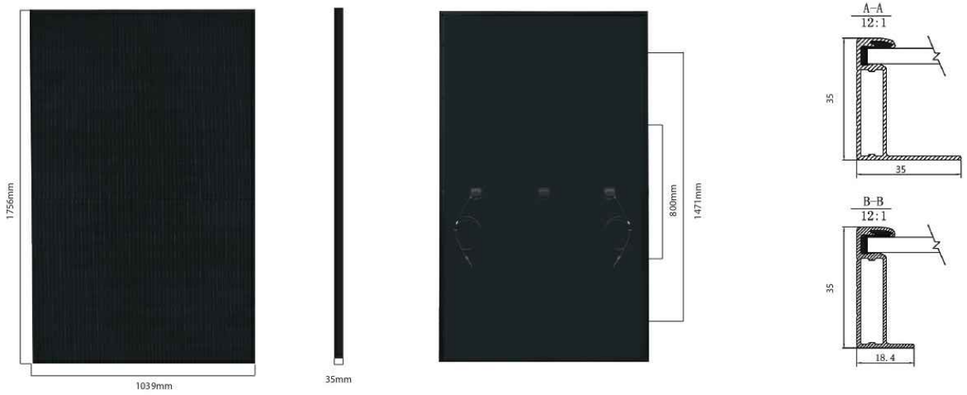
30 Year Warranty | 3X IEC Standards | RETC Top Performer

Linear Performance Warranty



aptos solar technology
3140 De La Cruz Blvd., Ste 200
Santa Clara, CA 95054
wwww.aptossolar.com
info@aptossolar.com

DNA™ 120 Solar for Innovators



Electrical Specifiactions

	DNA-120-MF26-360W	DNA-120-MF26-365W	DNA-120-MF26-370W
STCrated Output P_{mpp} (W)	360W	365W	370W
Module Efficiency	19.73%	20.01%	20.29%
Open Circuit Voltage V_{voc} (V)	40.6	40.7	40.8
Short Circiut Current I_{sc} (A)	11.24	11.36	11.51
Rated Voltage V_{mmp} (V)	33.8	33.96	34.06
Rated Voltage I_{mmp} (A)	10.66	10.75	10.87

Standard Test Conditions for front-face of panel: 1000 W/m², 25°C, measurement uncertainty ≤3%

Temperature Coefficients

Temperature Coefficients P_{mmp}	-0.36%
Temperature Coefficients I_{sc}	+0.05%/°C
Temperature Coefficients V_{oc}	-0.29%/°C
Normal Operating Cell Temperature (NOCT)	44°C

Test Operating Conditions

Maximum Series Fuse	20A
Maximum System Voltage	1,500 VDC (UL&IEC)
Maximum Load Capacity (Per UL 1703)	5400 PA Snow Load / 210mph Wind Rating
Fire Performance Class	Class C/Type 1

Packaging Configuration

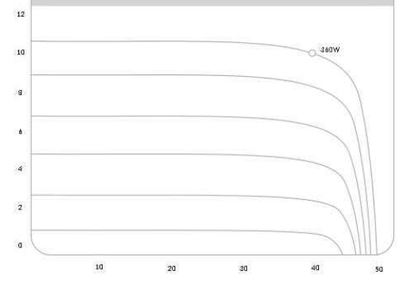
Number of Modules per Pallet	30
Number of Pallets per 40ft. Container	26
Pallet Dimensions	1740 X 1140 X 1165
Pallet Weight (kg)	640
Container Weight (kg)	16640

Aptos Solar Technology reserves the right to make specification changes without notice

Mechanical Properties

Cell Type	Monocrystalline
Glass	3.2mm, anti-reflection coating, high transmission, low iron, tempered glass
Frame	Anodized Aluminum Alloy
Junction Box	IP68
Dimensions	1756 X 1039 X 35mm
Output Cable	4mm2 (EU)12AWG,39.37in.(1200mm)
Weight	45.19lbs.(20.5kg)
Cable Length	1200mm
Encapsulant	POE

I-V Curve



Certifications

UL61730-1, UL61730-2

REVEL HOME SERVICE
REVEL HOME SERVICE
255 South Orange Avenue,
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1631

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DESCRIPTION	DATE	REV
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MARTIN DONELL RESIDENCE

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DRAWN BY
ESR

SHEET NAME
MODULE DATASHEET

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
PD001

Certificate Of Completion

Envelope Id: EB273738-ACBE-8172-83F0-E6B861044DD6
Status: Completed
Subject: FOR SIGNATURES - Net Metering Agreement - Maricela Caldero - ELE/260746
Source Envelope:
Document Pages: 27
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
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abartleson@ocalafl.gov
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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: 5/11/2026 12:55:31 PM Viewed: 5/13/2026 11:40:16 AM Signed: 5/13/2026 11:41:00 AM
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: 5/13/2026 11:41:02 AM Viewed: 5/13/2026 12:57:21 PM Signed: 5/13/2026 12:57:43 PM
Electronic Record and Signature Disclosure: Accepted: 5/13/2026 12:57:21 PM ID: 9a801979-1c2f-41b2-b845-42d1cf5befda		
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: 38.77.131.2	Sent: 5/13/2026 12:57:45 PM Viewed: 5/13/2026 1:21:40 PM Signed: 5/13/2026 1:21:49 PM
Electronic Record and Signature Disclosure: Accepted: 5/13/2026 1:21:40 PM ID: daae4934-b140-4660-b5a4-c699f2f14f51		

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	5/11/2026 12:55:31 PM
Certified Delivered	Security Checked	5/13/2026 1:21:40 PM
Signing Complete	Security Checked	5/13/2026 1:21:49 PM
Completed	Security Checked	5/13/2026 1:21:49 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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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.

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.

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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.

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.

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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
- 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/260745

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: James R. Whelan

Mailing Address: 3590 SW 24th Avenue Road

City: Ocala State: FL Zip Code: 34471

Phone Number: 561-589-1234 Alternate Phone Number: _____

Email Address: mediarelations@thejrwa.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 534274-263142

2. RGS Facility Information

Facility Location: 3590 SW 24th Avenue Road Ocala, Fl. 34471

Ocala Electric Utility Customer Account Number: 534274-263142

RGS Manufacturer: Hanwha Q.CELLS America, Inc.

Manufacturer's Address: 400 Spectrum Center Drive Suite 1400
Irvine, CA. 92618

Reference or Model Number: Q.PEAK DUO XL-G10.3/BFG (40 Modules-480W)

Serial Number: SCHNEIDER ELECTRIC XW PRO 6848 NA INVERTERS

(Continued on Sheet No.19.1)

Docusign Envelope ID: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9

3. Facility Rating Information

Gross Power Rating: 16.32kWac ("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: 5/6/2026

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)

Docusign Envelope ID: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9

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: James R. Whelan Date: 5/7/26
(Print Name)

(Signature)

Docusign Envelope ID: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 7th day of May, 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 James R. Whelan, 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)

Docusign Envelope ID: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9

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: 5/13/2026

Florida Municipal Power Agency

DocuSigned by:
By:
087F58EBB34B474...

Title: Chief Sys Ops & Tech Officer

Date: 5/13/2026

Customer

By: James R. Whelan Date: 5/7/26
(Print Name)

(Signature)

Customer's City of Ocala Electric Utility Account Number: 534274-263142

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

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 2
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 7th day of May, 20 26, by and between James R. Whelan, (hereinafter called "**Customer**"), located at 3590 SW 24th Avenue Rin Ocala, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereafter called "**OEU**"), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: 3590 SW 24th Avenue Road Ocala, Fl. 34471.

WITNESSETH

Whereas, a Tier 2 Renewable Generation System (RGS) is an electric generating system that uses one or of 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 more than 10 kilowatts (10 kW) but not greater than 100 kilowatts (100 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 parts of the City of Ocala and Marion County; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU's electrical supply grid at the location indentified 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 OEU has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate OEU's electric system, which limits OEU's 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, 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;

(Continued on Sheet No. 22.1)

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(Continued from Sheet No. 22.0)

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and 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 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 2 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. In no case should modifications to the RGS be made such that the GPR increases above the 100 kilowatts (100 kW) limit.

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 be required to pay a non-refundable application fee of $375 for the review and processing of the application.

6. The Customer shall fully comply with OEU's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by OEU 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.*

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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.

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 OEU 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.

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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 a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU 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 which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then 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's 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's electric 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's electric 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 electric system such that back feed from the customer-owned renewable generation system to OEU's electric 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.

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(Continued from Sheet No. 22.3)

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 Sections 18 and 19, 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 million dollars ($1,000,000.00).

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 also 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.

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 OUS 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.

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(Continued from Sheet No. 22.4)

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's 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 utility system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility 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 utility system due to the operation of the Customer's generation or protective equipment as determined by OEU.
d. Adverse electrical effects (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.

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.

(Continued on Sheet No. 22.6)

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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, contractors (and any subcontractor or material supplier thereof), agents 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.

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

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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 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.

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 2.5 percent (%) of the aggregate customer peak demand on OEU's electric 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.

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IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

OUS:

By: Signed by: Janice Mitchell 55198B43858A4E1...

Title: CFO

Date: 5/13/2026

Customer:

By: James R. Whelan
(Print Name)

(Signature)

Date: 5/7/26

City of Ocala Electric Utility Account Number:
534274-263142

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55AB8A8ED04E3...

William E. Sexton, Esq.
City Attorney

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THINK AHEAD. THINK OLYMPUS.

OLYMPUS INSURANCE

OLYMPUS INSURANCE COMPANY

HOMEOWNERS AMENDED DECLARATION

POLICY OIC30152541-00 WITH AGENCY 9969105 FOR POLICY PERIOD 07/09/2025 THRU 07/09/2026

For Homeowners with *high expectations.* 800.711.9386 | olympusinsurance.com

POLICYHOLDER

JAMES WHELAN
SHERRIE L. WHELAN
3590 SW 24TH AVENUE RD
OCALA, FL 34471

AGENCY CONTACT

Foundation Risk Partners, Corp.
11382 Prosperity Farms Rd, Suite 123
Palm Beach Gardens, FL 33410

(561) 624-1800

COVERAGE LIMITS AND PREMIUMS - SECTION I

Coverage A - Dwelling	$565,879	$2,634.13
Coverage B - Other Structures	$56,588	$181.00
Coverage C - Personal Property	$282,940	$-113.00
Coverage D - Loss of Use	$56,588	Included
Hurricane Premium ---------$1,479.65		Included
Non-Hurricane Premium ---------- $1,222.35		Included
Ordinance or Law	25%	Included

COVERAGE LIMITS AND PREMIUMS - SECTION II

Coverage E - Personal Liability	$500,000	Included
Coverage F - Medical Payments to Others	$5,000	Included

POLICY CHARGES AND CREDITS

Emergency Management Trust Fund Surcharge	$2.00
FIGA Surcharge	$31.00
MGA Policy Fee	$25.00
Mitigation Credit	$-22,536.54
Premium Reduction HB 7073	$-64.00
Total Discounts	$-826.35
Advanced Quote Discount	Included
Agency Auto Discount	Included
Home Buyer Discount	Included
Military and First Responder Discount	Included
Paperless Discount	Included
Secured Community Credit	Included
Senior Discount	Included
Vintage Home Discount	Included

MORTGAGEE(S)

Mortgagee 1 / Loan #:727490
Seacoast National Bank, ISAOA/ATIMA
PO Box 940036
Maitland, 327940036

Docusign Envelope ID: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9

Southern-Owners

26354 (05-94)
Issued 02-12-2026
Policyholder since 2023

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

UMBRELLA POLICY DECLARATIONS

AGENCY ATLANTIC PACIFIC INSURANCE
12-0647-00 00 MKT TERR 114 (561) 624-1800

Renewal Effective 03-31-2026

POLICY NUMBER **48-018-381-06**

Company Use 72-20-FL-2303

INSURED JAMES WHELAN
SHERRIE WHELAN

ADDRESS 3590 SW 24TH AVENUE RD

OCALA FL 34471-7712

Company Bill

POLICY TERM
12:01 a.m. 03-31-2026 to 12:01 a.m. 03-31-2027

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

EXECUTIVE
SEE SCHEDULE A FOR UNDERLYING LIMITS REQUIRED

LIMIT OF LIABILITY: $ 5,000,000 Each Occurrence

UNINSURED MOTORIST LIMIT OF LIABILITY $1,000,000 NON-STACKED

PREMISES LOCATION: 3590 SW 24TH AVENUE RD OCALA FL 34471-7712

RATING INFORMATION: Territory 012 Marion County, FL

FORMS THAT APPLY TO ENTIRE POLICY:

26029	(05-00)	26351	(10-18)	26394	(10-97)	26326	(07-23)	59154	(02-86)
26360	(05-12)	26474	(09-02)	66006	(05-12)	66111	(11-15)	59243	(06-00)
66126	(06-17)	66166	(12-17)	66203	(02-19)	66080	(06-21)	66204	(02-19)
66222	(06-21)	66223	(07-21)	66224	(06-21)				

BASE UMBRELLA PREMIUM	**PREMIUM**
	$375.00
ADDITIONAL CHARGES	
Number of Private Passenger Automobiles/Motorhomes (over 1): 2	182.00
Uninsured Motorist Coverage	383.00
Excess Millions Charge	1,230.00
Discount(s)	589.00-

Mature Discount Applies.
Umbrella/Auto Multi-Policy Discount applies.
Following Form Discount applies.

	TERM
TOTAL POLICY PREMIUM	$1,596.81

The Total Policy Premium shown above includes:
Emergency Florida Insurance Guaranty Association Assessment 15.81

Countersigned By: ATLANTIC PACIFIC INSURANCE

Docusign Envelope ID: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9

PROJECT DESCRIPTION:

40 x 480 QCELLS Q.PEAK DUO XL-G10.3/BFG (480W) MODULES
GROUND MOUNTED SOLAR PHOTOVOLTAIC MODULES

DC SYSTEM SIZE: 19.20 kW DC STC
AC SYSTEM SIZE: 20.40 kW AC

EQUIPMENT SUMMARY

40 QCELLS Q.PEAK DUO XL-G10.3/BFG (480W) MODULES
03 SCHNEIDER ELECTRIC XW PRO 6848 NA INVERTERS
06 LBP-10KW BATTERY

GOVERNING CODES:

FLORIDA RESIDENTIAL CODE, 8TH EDITION 2023 (FRC)
FLORIDA PLUMBING CODE, 8TH EDITION 2023 (FPC)
FLORIDA BUILDING CODE, 8TH EDITION 2023 (FBC)
FLORIDA MECHANICAL CODE, 8TH EDITION 2023 (FMC)
2020 NATIONAL ELECTRICAL CODE (NEC)
FLORIDA FIRE PREVENTION CODE, 8TH EDITION (FFPC)

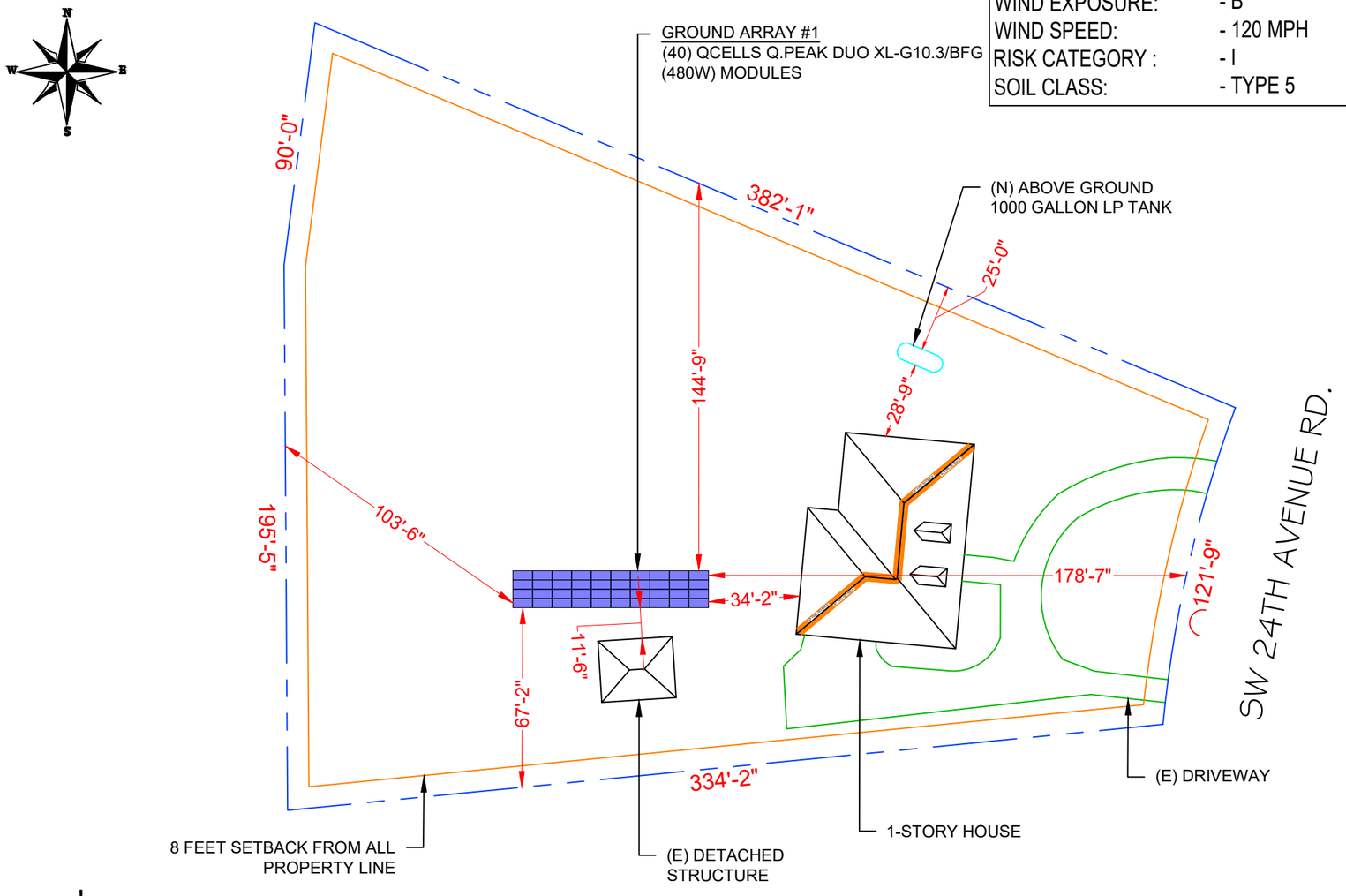
SHEET INDEX

A-00	SITE PLAN & VICINITY MAP
S-01	GROUND PLAN & MODULES
S-02	ATTACHMENT DETAILS
E-01	ELECTRICAL SITE PLAN & BOM
E-02	ELECTRICAL LINE DIAGRAM
E-03	WIRING CALCULATIONS
E-04	SYSTEM LABELING
DS-01	MODULE DATA SHEET
DS-02	INVERTER DATA SHEET
DS-03	BATTERY DATA SHEET
DS-04	BACKUP CONTROL SWITCH DATA SHEET
DS-05	CHARGER CONTROLLER DATA SHEET
DS-06	GENERATOR DATA SHEET-1
DS-07	GENERATOR DATA SHEET-2
DS-08	GENERATOR STAND DATA SHEET
DS-09	RAIL DATA SHEET
DS-10	GROUND MOUNT DATA SHEET

DISCLAIMER:
THE SET OF PLANS FOR THIS PROJECT IS INTENDED FOR DESIGNING THE PROJECT IN COMPLIANCE WITH APPLICABLE BUILDING CODES. THIS DOES NOT EXPRESS OR IMPLY ANY PERFORMANCE GUARANTEE OF ANY KIND. THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING AND APPROVING THE LAYOUT WITH THE END USER PRIOR TO INSTALLATION.
ALL DIMENSIONS AND CONDITIONS SHOWN IN THE PLANS ARE BASED ON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL SITE CONDITIONS IN THE FIELD PRIOR TO INSTALLATION AND ACCEPTS FULL RESPONSIBILITY.

DESIGN SPECIFICATIONS ASCE 7-22

FOUNDATION TYPE:	- GROUND SCREW
ZONING:	- MARION COUNTY
GROUND SNOW LOAD:	- 0 PSF
WIND EXPOSURE:	- B
WIND SPEED:	- 120 MPH
RISK CATEGORY :	- I
SOIL CLASS:	- TYPE 5



1 SITE PLAN WITH VICINITY PLAN
A-00 SCALE:1"=50'-0"

2 HOUSE PHOTO
A-00 SCALE: NTS

3 VICINITY MAP
A-00 SCALE: NTS

SOLAR HYBRID ELECTRIC
727-945-4456

SOLAR HYBRID ELECTRIC LLC
5006 SHAMROCK DRIVE,
NEW PORT RICHEY, FL 34652

1658

REVISIONS

DESCRIPTION	DATE	REV

DATE: 12/10/2025

PROJECT NAME
WHELAN RESIDENCE
3590 SW 24TH AVENUE RD.,
OCALA, FL 34471

SHEET NAME
SITE PLAN & VICINITY MAP

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
A-00

Signature with Seal

Docusign Envelope ID: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9

DC SYSTEM SIZE: 19.20 kW DC STC
AC SYSTEM SIZE: 20.40 kW AC

40 QCELLS Q.PEAK DUO XL-G10.3/BFG (480W) MODULES

(04) STRINGS OF 7 MODULES &
(02) STRINGS OF 6 MODULES

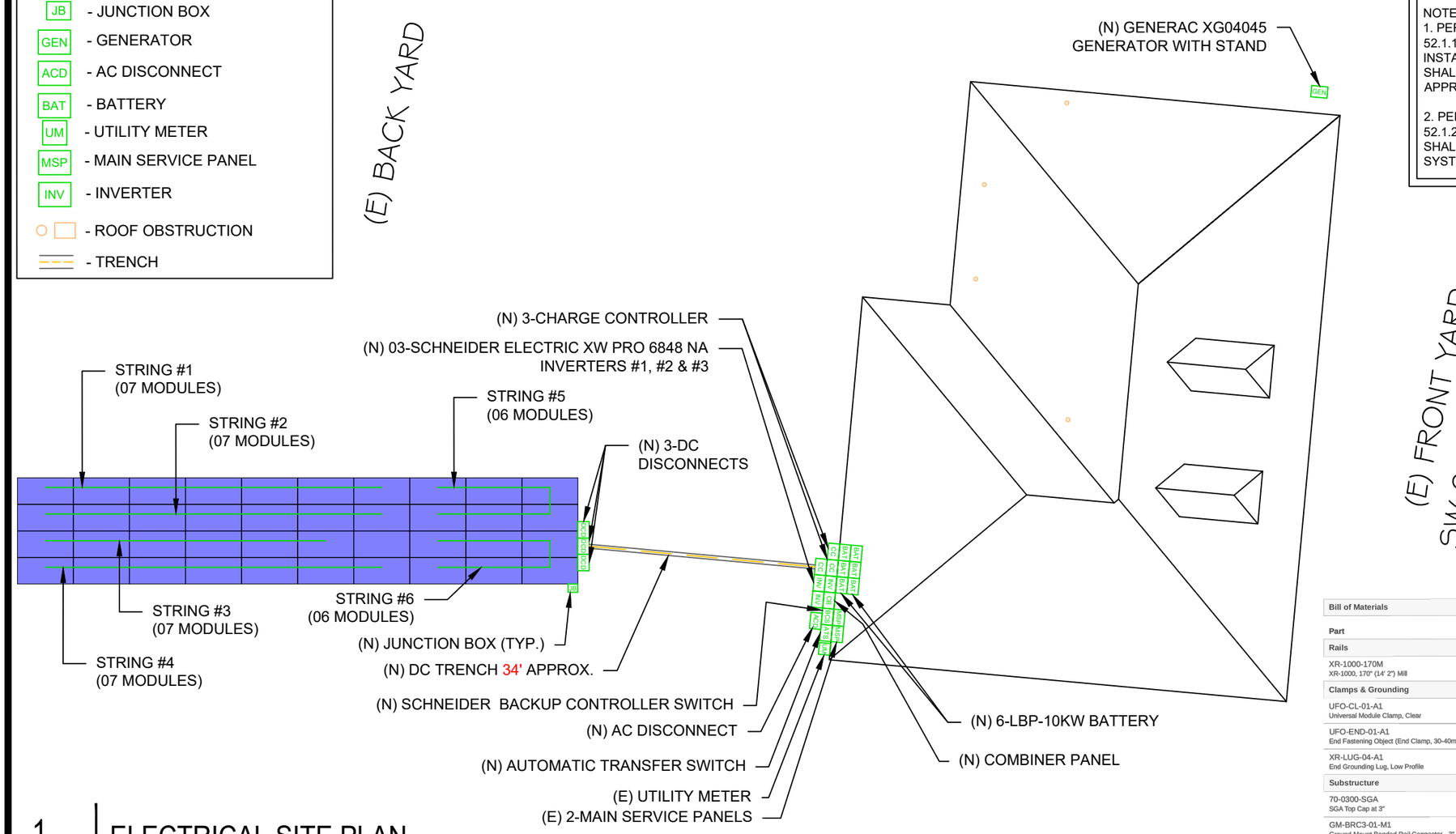
ELECTRICAL CERTIFICATION STATEMENT:
THE SUBJECT PV SYSTEM HAS BEEN DESIGNED TO MEET THE REQUIREMENTS OF THE 2020 NEC AND/OR THOSE SET FORTH BY THE FSEC CERTIFICATION, INCLUDING (AS APPLICABLE): THE MAXIMUM NUMBER OF MODULE STRINGS, THE MAXIMUM NUMBER OF MODULES PER STRING, MAXIMUM OUTPUT, MODULE MANUFACTURER AND MODEL NUMBER, AND INVERTER MANUFACTURER AND MODEL NUMBER. HB1021, WHICH AMENDED F.S. 377.705 IN 2017, REMOVED THE REQUIREMENT FOR DESIGNERS
TO HAVE THEIR SYSTEM DESIGNS CERTIFIED BY FSEC. THE LANGUAGE: " ... UNLESS OTHERWISE CERTIFIED BY AN ENGINEER LICENSED PURSUANT TO CHAPTER 471 USING THE STANDARDS CONTAINED IN THE MOST RECENT VERSION OF THE FLORIDA BUILDING CODE," ALLOWS LICENSED ENGINEERS TO DESIGN PV SYSTEMS INDEPENDENTLY, AS THEY DO IN ALL OTHER TRADES

LEGEND

- CP - COMBINER PANEL
- ATS - AUTOMATIC TRANSFER SWITCH
- DCD - DC DISCONNECT
- BCS - BACKUP CONTROLLER SWITCH
- CC - CHARGE CONTROLLER
- JB - JUNCTION BOX
- GEN - GENERATOR
- ACD - AC DISCONNECT
- BAT - BATTERY
- UM - UTILITY METER
- MSP - MAIN SERVICE PANEL
- INV - INVERTER
- ROOF OBSTRUCTION
- TRENCH

BILL OF MATERIALS

EQUIPMENT	QTY	DESCRIPTION
SOLAR PV MODULE	40	QCELLS Q.PEAK DUO XL-G10.3/BFG (480W) MODULES
INVERTER	03	SCHNEIDER ELECTRIC XW PRO 6848 NA INVERTERS
JUNCTION BOX	3	JUNCTION BOX 600V, NEMA 3R UL LISTED
BATTERY	06	LBP-10KW BATTERY
COMBINER PANEL	01	200A RATED COMBINER PANEL
TRANSFER SWITCH	01	200A RATED, KOHLER AUTOMATIC TRANSFER SWITCH
CONTROLLER	1	SCHNEIDER BACKUP CONTROLLER SWITCH (865-BCS-2200)
DC DISCONNECT	3	NON FUSIBLE, 30A, 3 WIRE, 3 POLE, 30HP, 600V DC DISCONNECT
CHARGE CONTROLLER	3	ELECTRIC MPPT PV OPTIMIZATION CHARGE CONTROLLER (100-600)
AC DISCONNECT	1	200A RATED FUSED AC DISCONNECT WITH 200A FUSES
BREAKER	3	60A/2P BREAKER
BREAKER	2	200A/2P BREAKER



NOTE:
1. PER FBC 2023 R328.8 & FLORIDA FIRE PREVENTION CODE 52.1.19.2 - STATIONARY STORAGE BATTERY SYSTEMS INSTALLED IN A LOCATION SUBJECT TO VEHICLE DAMAGE SHALL BE PROTECTED BY APPROVED BARRIERS. INSTALL APPROVED BARRIER(S) AS ACCEPTABLE TO AHJ.

2. PER FBC 2023 R328.7 & FLORIDA FIRE PREVENTION CODE 52.1.24 - AUTOMATIC SMOKE OR HEAT DETECTION SYSTEMS SHALL BE PROVIDED WHEN STATIONARY ENERGY STORAGE SYSTEMS ARE INSTALLED INDOORS.

Bill of Materials

Part	Spares	Qty
Rails		
XR-1000-170M XR-1000, 170" (14' 2") Mill	0	20
Clamps & Grounding		
UFO-CL-01-A1 Universal Module Clamp, Clear	0	60
UFO-END-01-A1 End Fastening Object (End Clamp, 30-40mm), Mill	0	40
XR-LUG-04-A1 End Grounding Lug, Low Profile	0	1
Substructure		
70-0300-SGA SGA Top Cap at 3"	0	14
GM-BRC3-01-M1 Ground Mount Bonded Rail Connector - 3"	0	40
GM-HSHW-01-M1 Hex Head Set Screw	0	42

1
E-01
ELECTRICAL SITE PLAN
SCALE: 1"=16'-0

1659

SOLAR HYBRID ELECTRIC
727-945-4456

SOLAR HYBRID ELECTRIC LLC
5006 SHAMROCK DRIVE,
NEW PORT RICHEY, FL 34652

REVISIONS		
DESCRIPTION	DATE	REV
DATE: 12/10/2025		

PROJECT NAME
WHELAN RESIDENCE
3590 SW 24TH AVENUE RD.,
OCALA, FL 34471

SHEET NAME
ELECTRICAL SITE PLAN & BOM

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
E-01

Signature with Seal

Docusign Envelope ID: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9

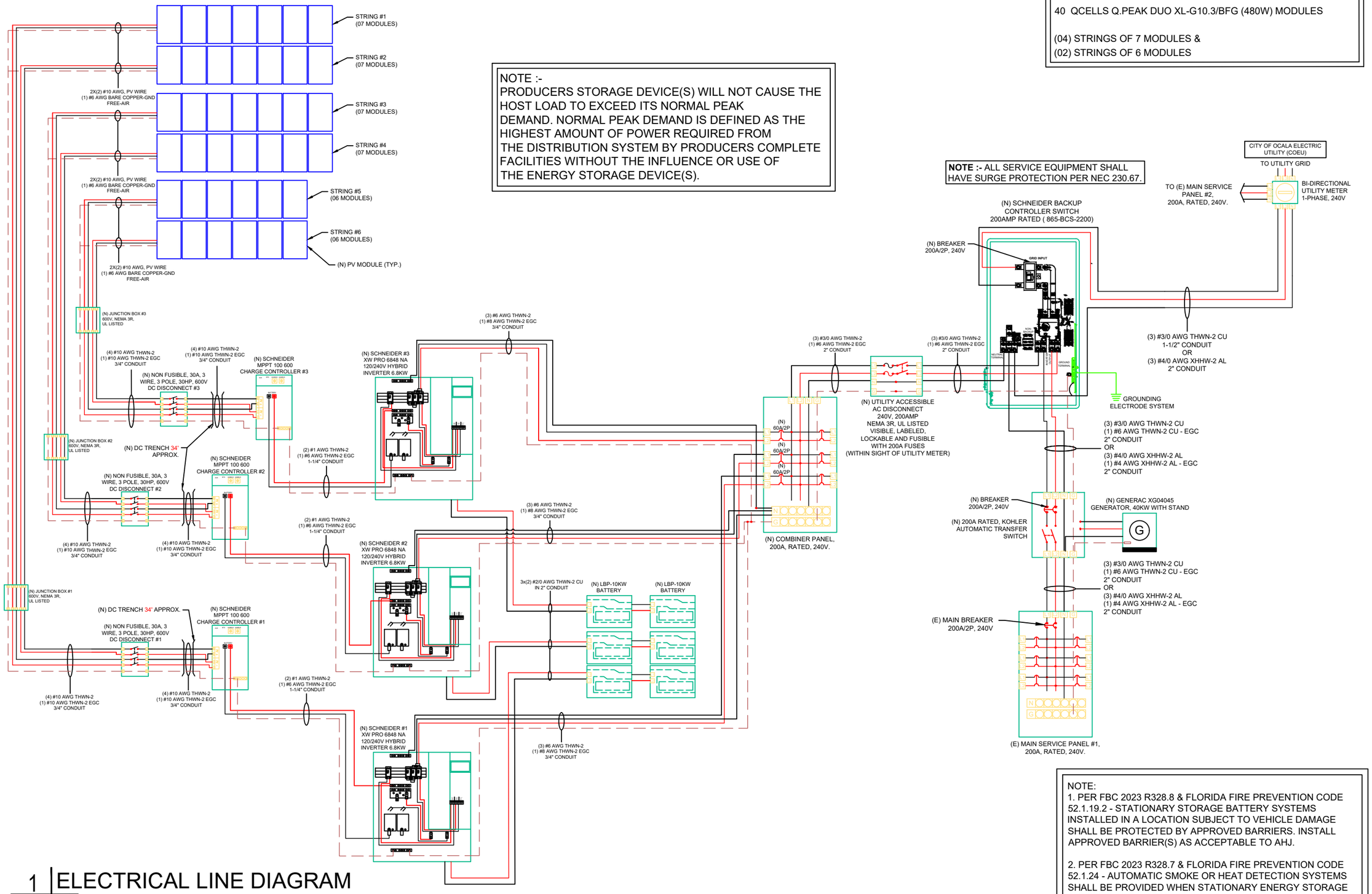
DC SYSTEM SIZE: 19.20 kW DC STC
AC SYSTEM SIZE: 20.40 kW AC

40 QCELLS Q.PEAK DUO XL-G10.3/BFG (480W) MODULES

(04) STRINGS OF 7 MODULES &
(02) STRINGS OF 6 MODULES

NOTE :-
PRODUCERS STORAGE DEVICE(S) WILL NOT CAUSE THE HOST LOAD TO EXCEED ITS NORMAL PEAK DEMAND. NORMAL PEAK DEMAND IS DEFINED AS THE HIGHEST AMOUNT OF POWER REQUIRED FROM THE DISTRIBUTION SYSTEM BY PRODUCERS COMPLETE FACILITIES WITHOUT THE INFLUENCE OR USE OF THE ENERGY STORAGE DEVICE(S).

NOTE :- ALL SERVICE EQUIPMENT SHALL HAVE SURGE PROTECTION PER NEC 230.67.



NOTE:
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2. PER FBC 2023 R328.7 & FLORIDA FIRE PREVENTION CODE 52.1.24 - AUTOMATIC SMOKE OR HEAT DETECTION SYSTEMS SHALL BE PROVIDED WHEN STATIONARY ENERGY STORAGE SYSTEMS ARE INSTALLED INDOORS.

1 ELECTRICAL LINE DIAGRAM
E-02 SCALE: NTS

SOLAR HYBRID ELECTRIC
727-945-4456

SOLAR HYBRID ELECTRIC LLC
5006 SHAMROCK DRIVE,
NEW PORT RICHEY, FL 34652

1660

REVISIONS

DESCRIPTION	DATE	REV

DATE: 12/10/2025

PROJECT NAME

WHELAN RESIDENCE
3590 SW 24TH AVENUE RD.,
OCALA, FL 34471

SHEET NAME
ELECTRICAL LINE DIAGRAM

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
E-02

Signature with Seal

Docusign Envelope ID: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9

Life Is On | Schneider Electric

XW Pro

6.8/8.5 kW Hybrid Inverter for North America

865-6848-21

The XW Pro hybrid inverter provides energy security for residential, small commercial and off-grid applications. With high power ratings and 2X surge capability, the XW Pro is reliable for backup power operation and off-grid loads. In addition, broad battery compatibility provides flexibility in system design. It can be used for solar and storage or backup power systems without solar.

Backup power performance

- Reliable operation of backup power and off-grid loads with a high overload power rating (2x)
- Seamless transition to backup power with an integrated high-speed transfer switch
- Grid and Generator input ports
- Field proven product quality and reliability, building on two decades of experience in solar and storage
- Easy whole-home backup with Schneider Electric Backup Control Switch

Flexible

- 120/240 V output with stacking capability up to 4 units
- Configurable for 120 V output for 3 phase systems
- Connects solar with Conext™ MPPT Charge Controllers or PV inverters for DC-coupled or AC-coupled systems
- Lithium ion and lead acid battery integration
- Grid tied and off-grid systems IEEE1547-2018, Rule 21, HECO Rule 14H and PREPA compliant

Easy to install

- AC Out port for backup loads
- Full ecosystem and accessories for single unit or scalable systems

solar.se.com

- ✓ 48V Li-ion and lead acid battery compatibility
- ✓ Compatible with Schneider Electric range of MPPT charge controllers
- ✓ Flexible solar and battery bank sizing
- ✓ InsightCloud and InsightMobile apps

Insight Energy Management

Technical Specifications

	XW Pro 6848 NA 120/240 V	XW Pro 6848 NA 120 V
Inverter AC Output (Standalone)		
Output power (continuous) at 25°C	6800 W	5760 W
Overload 30 min/60 sec at 25°C	8500 W/12000 W	7200 W/12000 W
Output power (continuous) at 40°C	6000 W	5760 W
Maximum output current 60 seconds (rms)	52 A (240 V)	104 A (120 V)
Output frequency	50/60 Hz	50/60 Hz
Output voltage	Split phase 120/240 V +/- 3%	120 V +/- 3%
Total harmonic distortion at rated power	< 5 %	< 5 %
Idle consumption search mode	< 8 W	< 8 W
Input DC voltage range	40 to 64 V (48 V nominal)	40 to 64 V (48 V nominal)
Maximum input DC current	180 A	180 A
Charger DC Output		
Maximum output charge current	140 A	120 A
Output charge voltage range	40 – 64 V (48 V nominal)	
Charge control	Three stage, two stage, boost, external BMS, custom	
Charge temperature compensation	Battery temperature sensor included	
Power factor corrected charging	0.98	
Compatible battery types	Flooded (default), Gel, AGM, Lithium ion, custom	
AC Input		
AC 1 (grid) input current (selectable limit)	3 – 60 A (60 A default)	3 – 60 A (60 A default)
AC 2 (generator) input current (selectable limit)	3 – 60 A (60 A default)	3 – 60 A (60 A default)
Automatic transfer relay rating/typical transfer time	60 A / 8 ms	60 A / 8 ms
AC input voltage limits (bypass/charge mode)	L-L: 156 - 280 V (240 V nominal)	L-N: 78 - 140 V (120 V nominal)
AC input frequency range (bypass/charge mode)	52 – 68 Hz (allowable)	52 – 68 Hz (allowable)
AC Grid-Tie Output		
Grid sell power	6000 W	5760 W
Grid sell current (selectable limit)	0 to 27 A (240 V)	0 to 48 A (120 V)
Efficiency		
Peak	96.1%	94.8%
CEC weighted efficiency	94.1%	93.6%
General Specifications		
Part number	865-6848-21	
Product/shipping weight	55.2 kg (121.7 lb)/ 76.7 kg (169.0 lb)	
Product dimensions (H x W x D)	58 x 41 x 23 cm (23 x 16 x 9 in)	
Shipping dimensions (H x W x D)	71.1 x 57.2 x 39.4 cm (28.0 x 22.5 x 15.5 in)	
IP degree of protection	NEMA Type 1 Indoor	
Operating air temperature range	-25°C to 70°C (-13°F to 158°F) (power derated above 25°C (77°F))	
Features		
System monitoring and network communications	Available (through Insight)	
Intelligent features	Grid sell, peak load shave, generator support, solar self-supply	
Auxiliary port	0 to 12 V, maximum 250 mA DC output, selectable triggers	
Off-grid AC coupling	Frequency shifting	
Regulatory Approval		
Safety	UL1741, CSA 107.1	
EMC directive	FCC and Industry Canada Class B	
Interconnect	IEEE 1547-2018, UL 1741-SA and SB, Rule 21, Rule 14H, PREPA, and CSA 107.1	
Compatible Products Part Numbers		
Power Distribution Panels	XW Mini PDP (865-1013-01), XW PDP (865-1015-01)	XW PDP without AC Breakers (865-1014-01), 60 A Three Phase Breaker Kit (865-1315-01)
MPPT Charge Controllers	MPPT 100 600 (865-1034), MPPT 80 600 (865-1032), MPPT 60 150 (865-1030-1)	
Monitoring	**Insight**Home (865-0330), **Insight**Facility (865-0335)	
Accessories	Automatic Generator Start (865-1060), Battery Monitor (865-1080-01), Configuration Tool (865-1155-01)	

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DS20230313_XW Pro UL.indd

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1661

SOLAR HYBRID ELECTRIC
727-945-4456

SOLAR HYBRID ELECTRIC LLC
5006 SHAMROCK DRIVE,
NEW PORT RICHEY, FL 34652

REVISIONS		
DESCRIPTION	DATE	REV

DATE: 12/10/2025

PROJECT NAME

WHELAN RESIDENCE
3590 SW 24TH AVENUE RD.,
OCALA, FL 34471

SHEET NAME
INVERTER DATA SHEET

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
DS-02

Signature with Seal

Docusign Envelope ID: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9

LITHIUM BATTERY POWER

LBP 52v 10kw - 192Ah

48Volt 9,954W Lithium Ion Battery

LBP's 48v 192Ah is a high-performing deep cycle, 48 volt battery, built on patented Lithium Iron Manganese Phosphate chemistry. The LBP48V192AH features a built-in automatic battery management system (BMS) that keeps the battery running at peak performance for maximizing cell cycle life. Custom designed, The LBP48V192AH is powerhouse for any application that currently uses a high energy demand needing to last for hours or even days of service. (Application Determined)

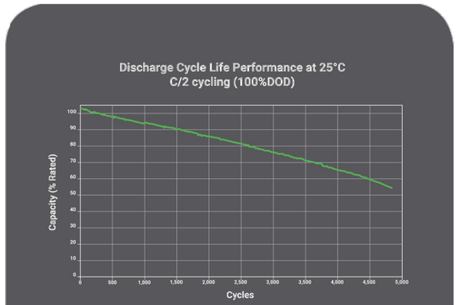
Overview

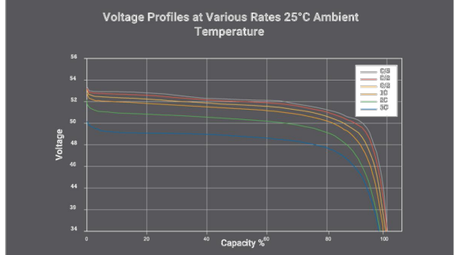
The LBP48V192AH is ideal for mission-critical, material handling or stationary - standby energy storage applications. The module's inherent safety, long cycle life, and zero maintenance offers end-users the assurance of 24/7 system uptime, while delivering significant cost-of-ownership over alternatives to lead acid by replacing with this reliable lithium ion solution performing with at least twice the run-time and <70% of the weight of similarly sized SLA batteries. The internal Battery Management System (BMS) operates seamlessly with any application. The battery system manages all battery module parameters in real-time.

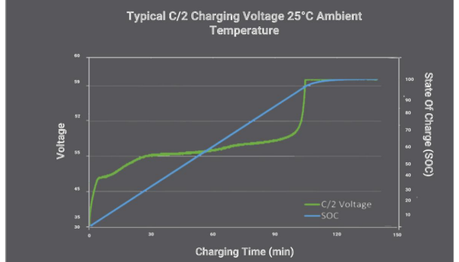
Features

- >3000 cycles at 80% DOD
- Create systems 10kW - 1000's of kW's
- Series and/or parallel operation
- Automatic system cell balancing
- Temperature monitoring
- Exceptional voltage stability
- Rugged mechanical design
- Maintenance-free
- No hydrogen generation or gassing
- **CAN interface for external BMS monitoring by LCD, PC Software, LIN, CAN Clusters**

Specifications		
Nominal Voltage		51.8 V
Nominal Capacity @ 1C		192AH
Charge Voltage		57.7V - 58.8V
Charge Current	Recommended	≤ 95 A
	Max Continuous[1]	100 A
Discharge Voltage Minimum		41.3 V
Discharge Current Max Continuous[1]		200 A
Pulse Current 5 Sec		550A
Weight		136.0 lb. / 61.7 kg
Dimensions L x W x H (including terminals)		36.75" x 19.75" x 4"
BCI Group Number		CUSTOM
Terminals, Female-threaded		Brass M10x1.25 OR 3/8-16
DC internal resistance (max)		>18.8 mΩ







Common Specifications

Operating Temperature	Charging: -10°C to 45°C Discharging: -20°C to 70°C
Storage Temperature	-40°C to 50°C
Operating Humidity	5% to 95%, non-condensing
Water/dust Resistance	IP54
Ingress Protection (IP) of Solids 5	Protected against harmful deposits of dust
Ingress Protection (IP) of Water 4	Protected from water spray from any direction
Certifications	UL 1642 (cells) FCC Class B, CE
Shipping Classification	UN 3480, Class 9 UN 38.3

Battery Management System

All LBP modules include a Battery Management System (BMS). The BMS maintains all the batteries charge/dis-change controls.

Parameters		Value
Voltage	Charging voltage cutoff	60.5±1%
Current	Maximal continuous charging current	≤120A
	Maximal continuous discharging current	≤200A
	Power consumption	<2.25W
Overcharge Protection	Over charge detection voltage	4.2V±0.025V
	Over charge detection delay time	0.96S~1.24S
	Over charge release voltage	4.0V±0.05V
Discharge Protection	Discharge cutoff voltage – Instant Recovery	2.75V±0.08V
Over Discharge Protection	*Over* discharge detection voltage	2.25V±0.08V
	Over discharge detection delay time	<180mS
	Over discharge release voltage	2.5V±0.1V
Short Circuit Protection	Detection condition	Exterior short circuit
	Detection delay time	230~500uS
	Release condition	Cut load, automatically recover
Temperature protection	Over temperature protection	75°C

www.LithiumBatteryPower.com

Headquarters / Sales
Lithium Battery Power
1916 Drew Street
Clearwater, Florida 33765
USA

Tel +1 (727) 223-9831
Fax +1 (727) 333-7296

Performance may vary depending on, but not limited to battery usage and application. If battery is used outside specifications, performance will diminish. All specifications are subject to change without notice. All information provided herein is believed, but not guaranteed, to be current and accurate.

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LBP48V192AH Datasheet
January 2019

1662

SOLAR HYBRID ELECTRIC
727-945-4456

SOLAR HYBRID ELECTRIC LLC
5006 SHAMROCK DRIVE,
NEW PORT RICHEY, FL 34652

REVISIONS		
DESCRIPTION	DATE	REV

DATE: 12/10/2025

PROJECT NAME
WHELAN RESIDENCE
3590 SW 24TH AVENUE RD.,
OCALA, FL 34471

SHEET NAME
BATTERY DATA SHEET

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
DS-03

Signature with Seal

Docusign Envelope ID: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9

Life Is On | Schneider Electric

Backup Control Switch

Microgrid Interconnect Device for the XW Pro inverters

865-BCS-2200

Whole home or partial home backup made easy. When paired with Schneider Electric XW Pro inverters, the Backup Control Switch (BCS) automatically disconnects from the grid during an outage, allowing the system to provide backup power to the home.

The Backup Control Switch is used for larger XW Pro systems requiring up to 200 A rated MID or service entrance installation.

Flexible Installation

- Whole home backup or subpanel backup with up to 200 A rating
- Service entrance rated when installed with a main breaker
- Top or bottom entry for grid input
- Optional non-backup circuit, making it easy to backup an existing panel and remove select non-critical loads
- Configurable for export limiting with integrated meter

Reliable

- Fast 50 ms transfer from grid connected to backup power operation
- Reliable backup power and load starting performance with the compatible XW Pro inverters
- Connect up to 4 XW Pro inverters for up to 27 kW continuous and 48 kW peak backup power capability
- Outdoor rated enclosure
- 10 year limited warranty

solar.se.com

Compatible with XW Pro

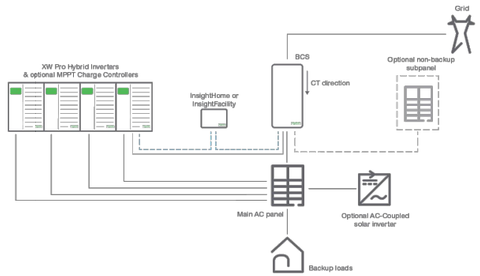
Full integration with Schneider Electric's solar & storage line of products, such as XW Pro hybrid inverters, MPPT charge controllers, and Insight Energy Management

Technical Specifications

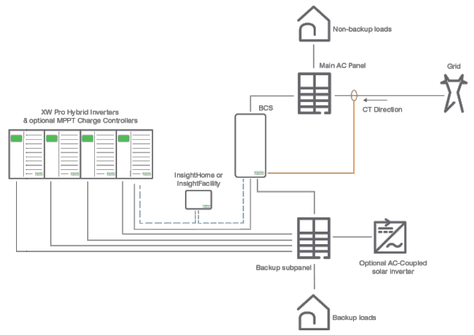
Backup Control Switch (BCS) 2200	
Electrical Specifications	
Nominal Voltage	120/240 VAC
Frequency	60 Hz
Phase	1 Ø
Max. current rating (mains)	200 A
Optional Main Breaker	100-200 A, 2 pole, 22 kA
Optional Accessories	
Main Breaker	Square D QOM2100VH, QOM2125VH, QOM2150VH, QOM2175VH, QOM2200VH
Non-Backup Breaker	Square D QOU Series, 60-125 A, 2 Pole
Top Entry Conduit Hub	Square D Series B Conduit Hub
Wiring	
Connection from Grid	4 AWG to 300 kcmil with top or bottom cable entry
Connection to Backup Loads	4 AWG to 300 kcmil with two sets of lugs
Connection to Non-Backup panel	12 AWG to 1/0 AWG with optional non-backup circuit breaker installed
General Specifications	
Part Number	865-BCS-2200
Regulatory approvals	UL 1741, UL 67, UL 869A, FCC part 15 class B Suitable for use as Service Equipment when Main AC Circuit Breaker is installed
Meter	Integrated import/export meter and CTs
Enclosure Type	NEMA Type 3R outdoor
Operating Temperature Range	-40–122°F (-40–50°C)*
Product Dimensions (H × W × D)	35 x 19 x 7 3/4" (889 x 485 x 196mm)
Shipping Dimensions (H × W × D)	40 ¾ × 25 ½ × 17 ½" (1035 × 645 × 440 mm)
Weight	30 lb (13.6 kg)
Compatible Products Part Numbers	
Hybrid Inverters	Up to Qty 4 XW Pro (865-6848-21)
Charge Controllers	MPPT 100 600 (865-1034), MPPT 80 600 (865-1032), MPPT 60 150 (865-1030-1)
Monitoring/Configuration	**Insight**Home (865-0330), **Insight**Facility (865-0335)

* Or as limited by compatible breaker temperature ratings

Whole Home Backup



Subpanel Backup



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DS20220712_BCS.indd

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SOLAR HYBRID ELECTRIC
727-945-4456

SOLAR HYBRID ELECTRIC LLC
5006 SHAMROCK DRIVE,
NEW PORT RICHEY, FL 34652

REVISIONS		
DESCRIPTION	DATE	REV
DATE: 12/10/2025		

PROJECT NAME

WHELAN RESIDENCE
3590 SW 24TH AVENUE RD.,
OCALA, FL 34471

SHEET NAME
BACKUP CONTROL SWITCH DATA SHEET

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
DS-04

Signature with Seal

Docusign Envelope ID: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9

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MPPT PV Optimization

600 Vdc Solar Charge Controllers

6 kW MPPT 100 600 (Part Number 865-1034)
4.8 kW MPPT 80 600 (Part Number 865-1032)

The MPPT 80 and MPPT 100 600 Vdc Solar Charge Controllers optimize the power from PV arrays for DC coupled solar and storage installations, with easy, flexible installation.

Optimum System Performance

- High power, 600 Vdc MPPT PV optimization and battery charge control
- Flexibility for oversized PV array power ratings up to 8.5 kW with the MPPT 100 or 6.8 kW with the MPPT 80
- High efficiency from PV to battery to grid, ideal for the self-consumption of solar energy
- Black start batteries from solar, providing maximum energy resilience for longer duration grid outages
- Harvest more energy with shade tolerant fast sweep MPPT algorithm

Flexible

- Flexible string sizing with a wide MPPT and PV operating voltage range
- Compatible with XW Pro and SW series hybrid inverters for a complete grid tied or off grid solar and storage solution

Easy to Install

- 2 string installations and smaller wire sizing with 600 Vdc PV arrays, allowing faster, lower cost installations
- No need for a combiner box with DC breakers or fuses
- Easy to install PV disconnect and NEC 2017 compliant rapid shutdown transmitter with the MPPT Disconnect RS accessory, UL1741 PVRSS certified

Compatible with Insight Energy Management

- Setup and configuration
- Remote monitoring & control with advanced data security
- Web and mobile app
- Multi-site management for installers

Insight Energy Management

solar.se.com

Technical Specifications

	MPPT 80 600	MPPT 100 600
Electrical Specifications		
Max PV array open circuit voltage	600 V	600 V
MPPT voltage range	195 to 510 VDC	195 to 510 VDC
PV array operating voltage	195 to 550 V	195 to 550 V
Max. array short circuit current at STC	28 A	35 A
Max. input operating current	23 A	29 A
Max. output power	4800 W (nominal 48 V systems)	6000 W (nominal 48 V systems)
Nominal battery voltage	24 and 48 VDC	24 and 48 VDC
Battery voltage operating range	16 to 67 VDC	16 to 67 VDC
Max. output charge current	80 A	100 A
Charger regulation method	Three-stage (bulk, absorption, float) plus manual equalization Two-stage (bulk, absorption) plus manual equalization	
Supported battery types	Flooded, GEL, AGM, Lithium-ion, Custom	
Efficiency		
Max. power conversion efficiency	95% (nominal 48 V), 92% (nominal 24 V)	
General Specifications		
Power consumption, night time	< 1 W	
Battery temperature sensor	Included	
Auxiliary output	Dry contact switching up to 60 VDC, 30 VAC, 8 A	
Enclosure material	Enclosure material: Indoor, ventilated, aluminium sheet metal chassis	
Knockout dimensions	44.0 mm, 35.0 mm , 28.2 mm, and 22.2 mm knockouts for 1-1/4, 1, ¾, and ½ inch trade size fittings	
IP degree of protection	IP20	
Product weight	13.5 kg (29.8 lb)	
Shipping weight	20.4 kg (45 lb)	
Product dimensions (H x W x D)	76.0 × 22.0 × 22.0 cm (30.0 × 8.6 × 8.6 in)	
Shipping dimensions (H x W x D)	113.39 × 28.68 × 31.90 cm (44.64 × 11.29 × 12.56 in)	
Ambient air temperature for operation	-20 °C to 65 °C (-4 °F to 149 °F), power derating above 40 °C	
Storage temperature range	-40 °C to 85 °C (-40 °F to 185 °F)	
Operating altitude	Sea level to 2000 m (6562 ft)	
System network and remote monitoring	Available with Insight Energy Management	
Warranty	Please refer to our website, solar.se.com for the latest version of the warranty statement.	
Part number	865-1032	865-1034
Regulatory Approvals		
Safety	CSA certified (UL1741, CSA 107.1) and CE marked for the Low-voltage Directive (EN50178)	
EMC	FCC and Industry Canada (Class B), CE marked for the EMC Directive (EN61000-6-1, -6-3)	
Compatible Products List		
XW Pro hybrid inverter	XW Pro 6848 120/240 VAC (865-6848-21), XW Pro 8548 230 VAC 865-8548-55)	
XW+ hybrid inverter	XW+ 8548 230 VAC (865-8548-61)	
SW IEC (230 VAC)	SW 4024 230 VAC (865-4024-55), SW 4048 230 VAC (865-4048-55)	
SW UL (120/240 VAC)	SW 4024 120/240 VAC (865-4024-21), SW 4048 120/240 VAC (865-4048-21)	
XW Power Distribution Panels	865-1015-01, 865-1014-01	
XW Mini Power Distribution Panels	865-1013-01	
MPPT Disconnect RS and RS initiator Switch	865-1036, 865-1039	
Insight Energy Management	InsightHome (865-0330), InsightFacility (865-0335), Insight	
Conext Automatic Generator Start	865-1060-01	
Conext Battery Monitor	865-1080-01	

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DS20220511_MPPT 80 600 | MPPT 100 600.indd

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SOLAR HYBRID ELECTRIC
727-945-4456

SOLAR HYBRID ELECTRIC LLC
5006 SHAMROCK DRIVE,
NEW PORT RICHEY, FL 34652

1664

REVISIONS

DESCRIPTION	DATE	REV

DATE: 12/10/2025

PROJECT NAME

WHELAN RESIDENCE
3590 SW 24TH AVENUE RD.,
OCALA, FL 34471

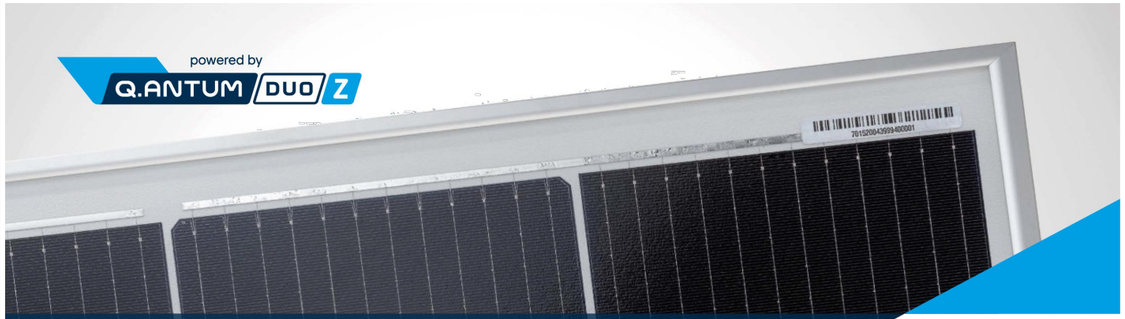
SHEET NAME
CHARGE CONTROLLER DATA SHEET

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
DS-05

Signature with Seal

Docusign Envelope ID: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9

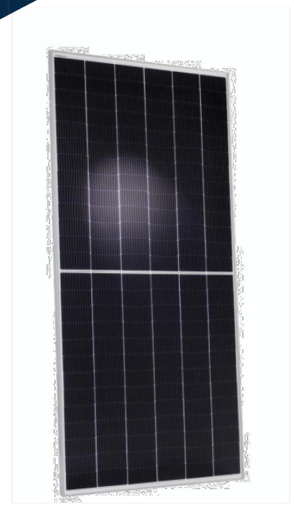


Q.PEAK DUO XL-G10.3 / BFG
475-490

BIFACIAL DOUBLE GLASS MODULE
WITH EXCELLENT RELIABILITY
AND ADDITIONAL YIELD

EUPD RESEARCH TOP BRAND PV MODULES EUROPE 2021

Q CELLS Yield Security



BIFACIAL ENERGY YIELD GAIN OF UP TO 20%
Bifacial Q.ANTUM solar cells with zero gap cell layout make efficient use of light shining on the module rear-side for radically improved LCOE.

LOW ELECTRICITY GENERATION COSTS
Q.ANTUM DUO Z combines cutting edge cell separation and innovative wiring with Q.ANTUM Technology for higher yield per surface area, lower BOS costs, higher power classes, and an efficiency rate of up to 21.4%.

INNOVATIVE ALL-WEATHER TECHNOLOGY
Optimal yields, whatever the weather with excellent low-light and temperature behavior.

ENDURING HIGH PERFORMANCE
Long-term yield security with Anti LID and Anti PID Technology[1], Hot-Spot Protect and Traceable Quality Tra.Q™.

FRAME FOR VERSATILE MOUNTING OPTIONS
High-tech aluminum alloy frame protects from damage, enables use of a wide range of mounting structures and is certified regarding IEC for high snow (5400 Pa) and wind loads (2400 Pa).

A RELIABLE INVESTMENT
Double glass module design enables extended lifetime with 12-year product warranty and improved 30-year performance warranty[2].

[1] APT test conditions according to IEC / TS 62804-1:2015 method B (−1500 V, 168 h) including post treatment according to IEC 61215-1-1 Ed. 2.0 (CD)
[2] See data sheet on rear for further information.

THE IDEAL SOLUTION FOR:

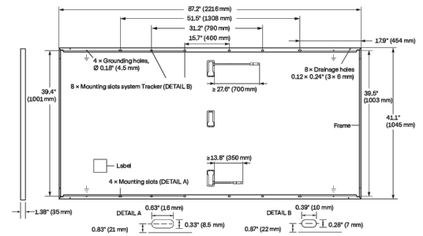
Ground-mounted solar power plants

Engineered in Germany

Q CELLS

MECHANICAL SPECIFICATION

Format	87.2 in × 41.1 in × 1.38 in (including frame) (2216 mm × 1045 mm × 35 mm)
Weight	64.2 lbs (29.1 kg)
Front Cover	0.08 in (2.0 mm) thermally pre-stressed glass with anti-reflection technology
Back Cover	0.08 in (2.0 mm) semi-tempered glass
Frame	Anodized aluminum
Cell	6 × 26 monocrystalline Q.ANTUM solar half cells
Junction Box	2.09-3.98 in × 1.26-2.36 in × 0.59-0.71 in (53-101 mm × 32-60 mm × 15-18 mm), IP67, with bypass diodes
Cable	4 mm² Solar cable; (+) ≥27.6 in (700 mm), (−) ≥13.8 in (350 mm)
Connector	Stäubli MC4, Stäubli MC4-Evo2, Hanwha Q CELLS HQC4, IP68



Drawing not to scale

ELECTRICAL CHARACTERISTICS

POWER CLASS			475		480		485		490	
MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC[1] AND BSTC[1] (POWER TOLERANCE +5 W / −0 W)				BSTC*		BSTC*		BSTC*		BSTC*
Minimum	Power at MPP[1]	P_{MPP} [W]	475	519.6	480	525.0	485	530.5	490	536.0
	Short Circuit Current[1]	I_{SC} [A]	11.08	12.12	11.12	12.17	11.16	12.21	11.20	12.26
	Open Circuit Voltage[1]	V_{OC} [V]	53.15	53.34	53.39	53.58	53.63	53.82	53.86	54.06
	Current at MPP	I_{MPP} [A]	10.55	11.54	10.59	11.58	10.63	11.63	10.67	11.67
	Voltage at MPP	V_{MPP} [V]	45.03	45.02	45.33	45.32	45.63	45.62	45.93	45.92
	Efficiency[1]	η [%]	≥20.5	≥22.4	≥20.7	≥22.7	≥20.9	≥22.9	≥21.2	≥23.1

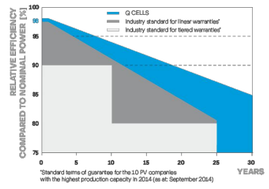
Bifaciality of P_{MPP} and I_{SC} 70% ±5% • Bifaciality given for rear side irradiation on top of STC (front side) • According to IEC 60904-1-2

[1] Measurement tolerances P_{MPP} ±3%; I_{SC}, V_{OC} ±5% at STC: 1000 W/m²; *at BSTC: 1000 W/m² + φ × 135 W/m², φ = 70% ± 5%, 25 ± 2 °C, AM 1.5 according to IEC 60904-3

MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMOT[2]						
Minimum	Power at MPP	P_{MPP} [W]	357.6	361.4	365.1	368.9
	Short Circuit Current	I_{SC} [A]	8.92	8.96	8.99	9.02
	Open Circuit Voltage	V_{OC} [V]	50.27	50.49	50.72	50.95
	Current at MPP	I_{MPP} [A]	8.30	8.34	8.37	8.40
	Voltage at MPP	V_{MPP} [V]	43.06	43.35	43.63	43.92

[2] 800 W/m², NMOT, spectrum AM 1.5

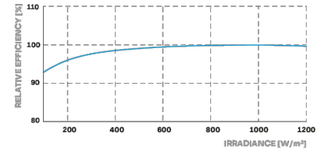
Q CELLS PERFORMANCE WARRANTY



At least 98% of nominal power during first year. Thereafter max. 0.45% degradation per year. At least 93.95% of nominal power up to 10 years. At least 84.95% of nominal power up to 30 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]	−0.27
Temperature Coefficient of P_{MPP}	γ	[%/K]	−0.34	Nominal Module Operating Temperature	NMOT	[°F]	108 ± 5.4 (42 ± 3 °C)

PROPERTIES FOR SYSTEM DESIGN

Maximum System Voltage V_{SYS}	[V]	1500	PV module classification	Class II
Maximum Series Fuse Rating	[A DC]	20	Fire Rating based on ANSI / UL 61730	TYPE 29[4]
Max. Design Load, Push / Pull[3]	[lbs/ft²]	75 (3600 Pa) / 33 (1600 Pa)	Permitted Module Temperature on Continuous Duty	−40 °F up to +185 °F (−40 °C up to +85 °C)
Max. Test Load, Push / Pull[3]	[lbs/ft²]	113 (5400 Pa) / 50 (2400 Pa)		

[3] See Installation Manual

[4] New Type is similar to Type 3 but with metallic frame

QUALIFICATIONS AND CERTIFICATES

UL 61730, CE-compliant,
IEC 61215:2016, IEC 61730:2016,
U.S. Patent No. 9,893,215
(solar cells);
Certification in process.

C Certified US UL 61730

CE

TÜVRheinland CERTIFIED www.tuv.com ID 1111202277

PACKAGING INFORMATION

Horizontal packaging	89.4 in 2270 mm	43.1 in 1095 mm	47.6 in 1210 mm	1975 lbs 896 kg	20 pallets	20 pallets	29 modules

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 America Inc.
400 Spectrum Center Drive, Suite 1400, Irvine, CA 92618, USA | **TEL** +1 949 748 59 96 | **EMAIL** inquiry@us.q-cells.com | **WEB** www.q-cells.us

Specifications subject to technical changes © **Q CELLS** Q.PEAK DUO XL-G10.3 / BFG_475-490_2021-08_Rev01_NA

1665

SOLAR HYBRID ELECTRIC
727-945-4456

SOLAR HYBRID ELECTRIC LLC
5006 SHAMROCK DRIVE,
NEW PORT RICHEY, FL 34652

REVISIONS		
DESCRIPTION	DATE	REV

DATE: 12/10/2025

PROJECT NAME

WHELAN RESIDENCE

3590 SW 24TH AVENUE RD.,
OCALA, FL 34471

SHEET NAME
MODULE DATA SHEET

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
DS-01

Signature with Seal

Certificate Of Completion

Envelope Id: 9A724DE3-1E5A-8394-832F-FE1C6C0D8AC9
Status: Completed
Subject: FOR SIGNATURES - Net Metering Agreement - James Whelan - ELE/260745
Source Envelope:
Document Pages: 29
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

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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: 5/11/2026 10:25:16 AM Viewed: 5/13/2026 11:44:45 AM Signed: 5/13/2026 12:12:36 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: 5/13/2026 12:12:38 PM Viewed: 5/13/2026 12:51:38 PM Signed: 5/13/2026 12:52:16 PM
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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: 38.77.131.2	Sent: 5/13/2026 12:52:18 PM Viewed: 5/13/2026 1:20:59 PM Signed: 5/13/2026 1:21:07 PM
Electronic Record and Signature Disclosure: Accepted: 5/13/2026 1:20:59 PM ID: dff1f78c-d86e-481e-b171-86e7f6d6f535		

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	5/11/2026 10:25:16 AM
Certified Delivered	Security Checked	5/13/2026 1:20:59 PM
Signing Complete	Security Checked	5/13/2026 1:21:07 PM
Completed	Security Checked	5/13/2026 1:21:07 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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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.

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/260759

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: Francesco Crisafulli

Mailing Address: 3370 SE 31st Terrace

City: Ocala State: Fl. Zip Code: 34471

Phone Number: 914-907-2717 Alternate Phone Number: _____

Email Address: francesco.crisafulli@hotmail.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 52692-266810

2. RGS Facility Information

Facility Location: 3370 SE 31st Terrace Ocala, FL. 34471

Ocala Electric Utility Customer Account Number: 52692-266810

RGS Manufacturer: Talesun Solar USA Ltd.

Manufacturer's Address: 111 West Saint John Street Suite 900
San Jose, CA. 95113

Reference or Model Number: TALESUN TP7G54M 415 (17 Modules 415W)

Serial Number: Inverter-Enphase IQ7PLUS-72-2-US microinverters

(Continued on Sheet No.19.1)

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3. Facility Rating Information

Gross Power Rating: 6.0kWac ("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: 4/1/2026

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: Francesco Crisafulli Date: 2/16/26
(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 16th day of February, 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 Francesco Crisafulli, 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: 5/17/2026

Florida Municipal Power Agency

DocuSigned by:
By:
087F58EBB34B474...

Title: Chief Sys Ops & Tech Officer

Date: 5/17/2026

Customer

By: Francesco Crisafulli (Print Name)

Date: 2/16/26

(Signature)

Customer's City of Ocala Electric Utility Account Number: 52692-266810

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

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 16th day of February, 20 26, by and between Francesco Crisafulli, (hereinafter called "**Customer**"), located at 3370 SE 31st Terrace 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: 3370 SE 31st Terrace Ocala, FL. 34471.

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)

Docusign Envelope ID: FE254E86-8491-8299-8223-A39FDD5434AF

(Continued from Sheet No. 21.3)

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: FE254E86-8491-8299-8223-A39FDD5434AF

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: FE254E86-8491-8299-8223-A39FDD5434AF

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: FE254E86-8491-8299-8223-A39FDD5434AF

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: FE254E86-8491-8299-8223-A39FDD5434AF

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: FE254E86-8491-8299-8223-A39FDD5434AF

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility:

By: Signed by: Janice Mitchell 55198B43858A4E1...

Title: CFO

Date: 5/17/2026

Customer:

By: Francesco Crisafulli
(Print Name)

(Signature)

Date: 2/16/26

City of Ocala Electric Utility Account Number:

52692-266810

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

Docusign Envelope ID: FE254E86-8491-8299-8223-A39FDD5434AF

Slide
Your insurance. Your terms.

Homeowners
New Business Declaration

P.O. Box 15072 Worcester, MA 01615

Customer Service: 1-800-748-2030
Claim Reporting Number: 1-866-230-3758

Policy Number:	H3FL000447202	**Policy Effective Date:**	01/20/2026
Process Date:	01/14/2026 03:21 PM	**Policy Expiration Date:**	01/20/2027 12:01 AM at property address

Named Insured and Mailing Address:
Francesco Crisafulli
3370 SE 31st Ter
Ocala, FL 34471-6937

Phone Number: 914-907-2717

Agency: 9986894
Budget Insurance Home LLC 9986894
Address:
1500 US Hwy 27 S
Avon Park, FL 33825

Phone Number: 863-453-3903
Email: shlychaney@yahoo.com

In return for the payment of premium, coverage is provided where premium and limit of liability are shown. Flood coverage is not provided by this policy.

Location(s) of Property Insured: 3370 SE 31st Ter
Ocala, FL 34471-6937

Property Characteristics:

Form:	HO3 - Homeowner	**Protection Class:**	2	**BCEG:**	99
Rating Tier:	Preferred	**Construction Type:**	Masonry	**Occupancy:**	Owner
Territory:	792	**Month/Year Built:**	1974	**Usage:**	Primary
County:	Marion	**Structure Type:**	Single Family Detached	**Number of Families:**	1
Burglar Alarm:	None	**Fire Alarm:**	None	**Automatic Sprinklers:**	None
Roof Year:	2011				

Mitigation Characteristics:

Building Code Indicator:	N	**Opening Protection:**	None
Roof Cover and Attachment:	FBC Equivalent	**Secondary Water Resistance:**	No SWR
Roof Deck Attachment:	8d @ 6"/6	**Roof Geometry:**	Hip
Roof Wall Connection:	Clips	**Gable End Bracing:**	Not Applicable

Hurricane Deductible: 2% of Coverage A = $6,400

All Other Peril Deductible: $5,000

Policy Premium:	$2,034.00	**Fees/Assessments:**	$47.00	**Total Annual Premium:**	$2,081.00

IN CASE OF LOSS WE COVER ONLY THAT PART OF THE LOSS OVER THE DEDUCTIBLE AMOUNT UNLESS OTHERWISE STATED IN THE POLICY. PLEASE SEE NOTICES ON PAGE 3.

Coverage	Limit	Premium
Coverage A - Dwelling	$320,000	$6,724.00
Coverage B - Other Structures	$6,400	Included
Coverage C - Personal Property	$80,000	-$80.00
Coverage D - Loss of Use	$32,000	Included
Coverage E - Personal Liability	$100,000	Included
Coverage F - Medical Payments to Others	$1,000	Included
	Total Basic Premium:	**$6,644.00**

Additional Coverages/Endorsements/Exclusions		Limit	Premium
Law and Ordinance: 25% of Coverage A			
SIC HO JL	02 22 - Homeowners Policy Jacket		Included
SIC PRV	02 22 - Privacy Notice		Included
SIC OTL	02 22 - Outline of Coverage - Homeowners Policy		Included
OIR-B1-1655	02 10 - Notice Premium Discount for Hurricane Loss Mitigation		Included
OIR-B1-1670	01 06 - Checklist of Coverages		Included

AUTHORIZED COUNTERSIGNATURE

01/14/2026

(section continued on Page 1 of

Docusign Envelope ID: FE254E86-8491-8299-8223-A39FDD5434AF

MODULE TYPE: (17) TALESUN TP7G54M 415
INVERTER TYPE: (17) ENPHASE IQ7PLUS-72-2-US {240V}

NOTE: ALL EQUIPMENT MUST BE UTILIZED IN ACCORDANCE WITH MANUFACTURER'S INTENDED USE AND DESIGN SPECIFICATIONS.

CONDUCTOR SCHEDULE

TAG	# WIRES IN CONDUIT	MINIMUM WIRE SIZE	TYPE, MATERIAL	MINIMUM GROUND WIRE SIZE	GROUND TYPE,MATERIAL	CONDUIT	AMPS (BEFORE 125% SAFETY FACTOR)	TOTAL AMPS	WIRE AMPERAGE RATING TABLE 310.15(B)(16)	MINIMUM OCPD
A	3	#12 AWG	Q CABLE	#6 AWG	BARE CU	FREE AIR	10.89	13.62	25	20
B	3	#10 AWG	THWN-2, CU	#10 AWG	THWN-2, CU	3/4 EMT	10.89	13.62	35	20
C	4	#6 AWG	THWN-2, CU	#8 AWG	THWN-2, CU	3/4 EMT	20.57	25.72	65	30

THIS PLAN HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY SCOTT WYSSLING, PE USING A DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

OEU METER NUMBER: 131994

(E) 225A RATED
ISOLATED DISCONNECT
(E)150A MAIN BREAKER
LOCATION: EXTERIOR NORTH WALL

(E) OEU METER
120/240V SINGLE PHASE
3-WIRE
SERVICE CONDUCTORS
ORIGINATE UNDERGROUND

(N) LINE SIDE TAP

(E)150A MAIN BREAKER

M

FACILITY GROUND
(E) GROUND ROD +
(E) WATER BOND
GEC: #4 AWG CU

(N)240V/125A ENPHASE X-IQ-AM1-240-5
NEMA 3R RATED
MINIMUM 10KIAC
LOCATION: EXTERIOR NORTH WALL

(N) 15A-2P
ENVOY-IQ
MONITOR

VISIBLE-OPEN LOCKABLE LABELED AC DISCONNECT
TO BE LOCATED IN A READILY ACCESSIBLE LOCATION
WITHIN 10' OF THE OCALA ELECTRIC UTILITY METER

(N) UTILITY PV AC DISCONNECT
240V/60A NEMA 3R 100KAIC
FUSIBLE 30A FUSES VISIBLE-OPEN
LOCKABLE, READILY ACCESSIBLE,
LABELED 2-POLE
RAPID SHUTDOWN DEVICE
LOCATION: EXTERIOR NORTH WALL
EATON DG222NRB

(E)LOADS
(E)LOADS
(E)LOADS

(E) 200A INTERNAL MAIN PANEL
LOCATION: IN GARAGE

8
9

A
B
C
C

2P-20A
2P-20A

N-G BOND

UP TO (1) MODULE PER MICRO INVERTER

DESIGN ENGINEER

WYSSLING CONSULTING
CORPORATE EXPERIENCE WITH SMALL BUSINESS VALUE

76 N. MEADOWBROOK DRIVE
ALPINE UT 84004
swyssling@wysslingconsulting.com
(201) 874-3483
LICENSE NO. RY34912

SOLAR COMPANY/CLIENT

WATTSUN SOLAR
2578 CLARK ST #5
APOPKA, FL, 32703

CRISAFULLI
RESIDENCE
3370 SOUTHEAST 31ST TERRACE
OCALA, FL 34471
COORDINATES: 29.154272, -82.093883
APN: 2982-009-010

THREE LINE DIAGRAM

SCOTT E WYSSLING LICENSE No. 81558 STATE OF FLORIDA PROFESSIONAL ENGINEER

Signed 2/04/2026

SCOTT E WYSSLING, PE
FL LICENSE NO 81558

DC SYSTEM SIZE: 7.055kW
AC SYSTEM SIZE: 4.930kW

AHJ: OCALA
UTILITY: OEU

DRAWN BY: YS
INITIAL DESIGN DATE: 01/13/2026 REV: B

EE-2

Docusign Envelope ID: FE254E86-8491-8299-8223-A39FDD5434AF

NEW PV SYSTEM DESIGN

17 MODULES - 7.055 kW DC, 4.930 kW AC SYSTEM SIZE

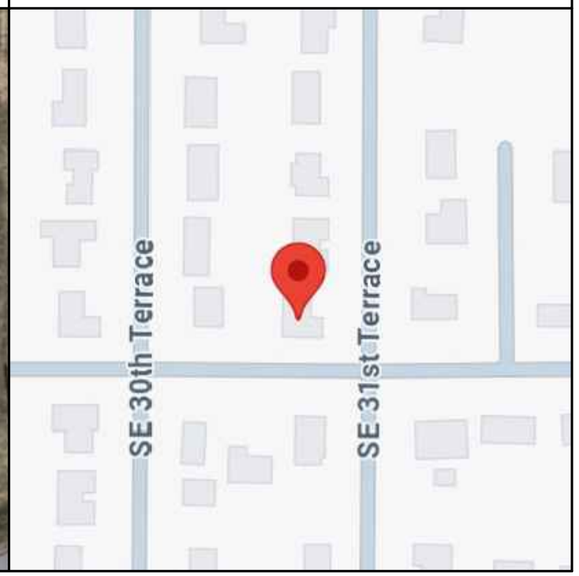
CRISAFULLI RESIDENCE - 3370 SOUTHEAST 31ST TERRACE, OCALA, FL 34471 APN: 2982-009-010

AERIAL MAP

NTS

VICINITY MAP

NTS



SHEET INDEX

PV-1	COVER PAGE
PV-2	SITE PLAN
PV-3	PROPERTY PLAN
PV-4	ATTACHMENT PLAN
PV-5	MOUNTING DETAILS
EE-1	STRING PLAN
EE-2	THREE LINE DIAGRAM
EE-3	ELECTRICAL NOTES
EE-4	LABELS
EE-5	PLACARD
PV-6	DESIGN NOTES
PV-7	SITE PHOTOS
SPEC	SPECIFICATION SHEETS

SCOPE OF WORK

SYSTEM SIZE: 7.055kW DC / 4.930kW AC SYSTEM SIZE
PV MODULE: (17) TALESUN TP7G54M 415
INVERTER: (17) ENPHASE IQ7PLUS-72-2-US
COMBINER: (1) 125A ENPHASE X-IQ-AM1-240-5
AC DISCONNECT: (1) 60A FUSED AC DISCONNECT WITH 30A FUSES

ROOF STORIES: 1
ROOF TYPE(S): COMP SHINGLE
MOUNTING(S) & RACKING(S): PEGASUS BUTYL L-FOOT WITH PEGASUS RAIL
FLASHING: WATERPROOF BUTYL
ROOF HEIGHT: 15 FEET

INTERCONNECTION: LINE SIDE TAP
MAIN SERVICE PANEL LOCATION: 1ST FLOOR
MAIN SERVICE PANEL RATING: (E) 200A
ISOLATED DISCONNECT RATING: (E) 225A
ISOLATED DISCONNECT MAIN BREAKER RATING: (E)150A
OCPD: 30A FUSES

OEU METER NUMBER: 131994

ARRAY	TILT	AZIMUTH
1	14°	180°

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GOVERNING CODES

2020 NATIONAL ELECTRIC CODE
2023 8TH EDITION FLORIDA BUILDING CODE: BUILDING
2023 8TH EDITION FLORIDA BUILDING CODE: RESIDENTIAL
2023 8TH EDITION FLORIDA BUILDING CODE: EXISTING BUILDING
2023 8TH EDITION FLORIDA BUILDING CODE: ACCESSIBILITY
2023 8TH EDITION FLORIDA BUILDING CODE: PLUMBING
2023 8TH EDITION FLORIDA BUILDING CODE: MECHANICAL
2023 8TH EDITION FLORIDA BUILDING CODE: FUEL GAS
2023 8TH EDITION FLORIDA BUILDING CODE: ENERGY CONSERVATION
2023 8TH EDITION FLORIDA FIRE PREVENTION CODE (NFPA)

AS ADOPTED BY OCALA INCLUDING ANY AMENDMENTS OR ADDITIONAL LISTED REQUIREMENTS. DESIGNED IN ACCORDANCE WITH THE REQUIREMENTS OF OCALA ELECTRIC UTILITY .

EQUIPMENT IS COMPATIBLE WITH UL2703, UL1741, UL1703 / UL61730, AND UL9540 AS APPLICABLE

DESIGN CRITERIA

WIND SPEED: 130 MPH
GROUND SNOW LOAD: 0 PSF
ASCE: 7-22
EXPOSURE CATEGORY: C
BUILDING OCCUPANCY: R-3
CONSTRUCTION TYPE: TYPE V-B
SPRINKLERS: NO

DATE	REVISION	COMMENT
01/19/26	B	SYSTEM SIZE

DESIGN ENGINEER

WYSSLING CONSULTING
CORPORATE EXPERIENCE WITH SMALL BUSINESS VALUE

76 N. MEADOWBROOK DRIVE
ALPINE UT 84004
swyssling@wysslingconsulting.com
(201) 874-3483
LICENSE NO. RY34912

SOLAR COMPANY/CLIENT

WATTSUN SOLAR
SOLAR

WATTSUN SOLAR
2578 CLARK ST #5
APOPKA, FL, 32703

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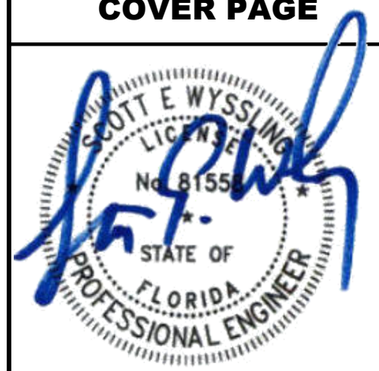
3370 SOUTHEAST 31ST TERRACE
OCALA, FL 34471
COORDINATES: 29.154272, -82.093883
APN: 2982-009-010

COVER PAGE



Signed 2/04/2026

SCOTT E WYSSLING, PE
FL LICENSE NO 81558

DC SYSTEM SIZE: 7.055kW
AC SYSTEM SIZE: 4.930kW

AHJ: OCALA
UTILITY: OEU

DRAWN BY: YS
INITIAL DESIGN DATE: 01/13/2026 REV: B

PV-1

Docusign Envelope ID: FE254E86-8491-8299-8223-A39FDD5434AF

N

OEU METER NUMBER: 131994

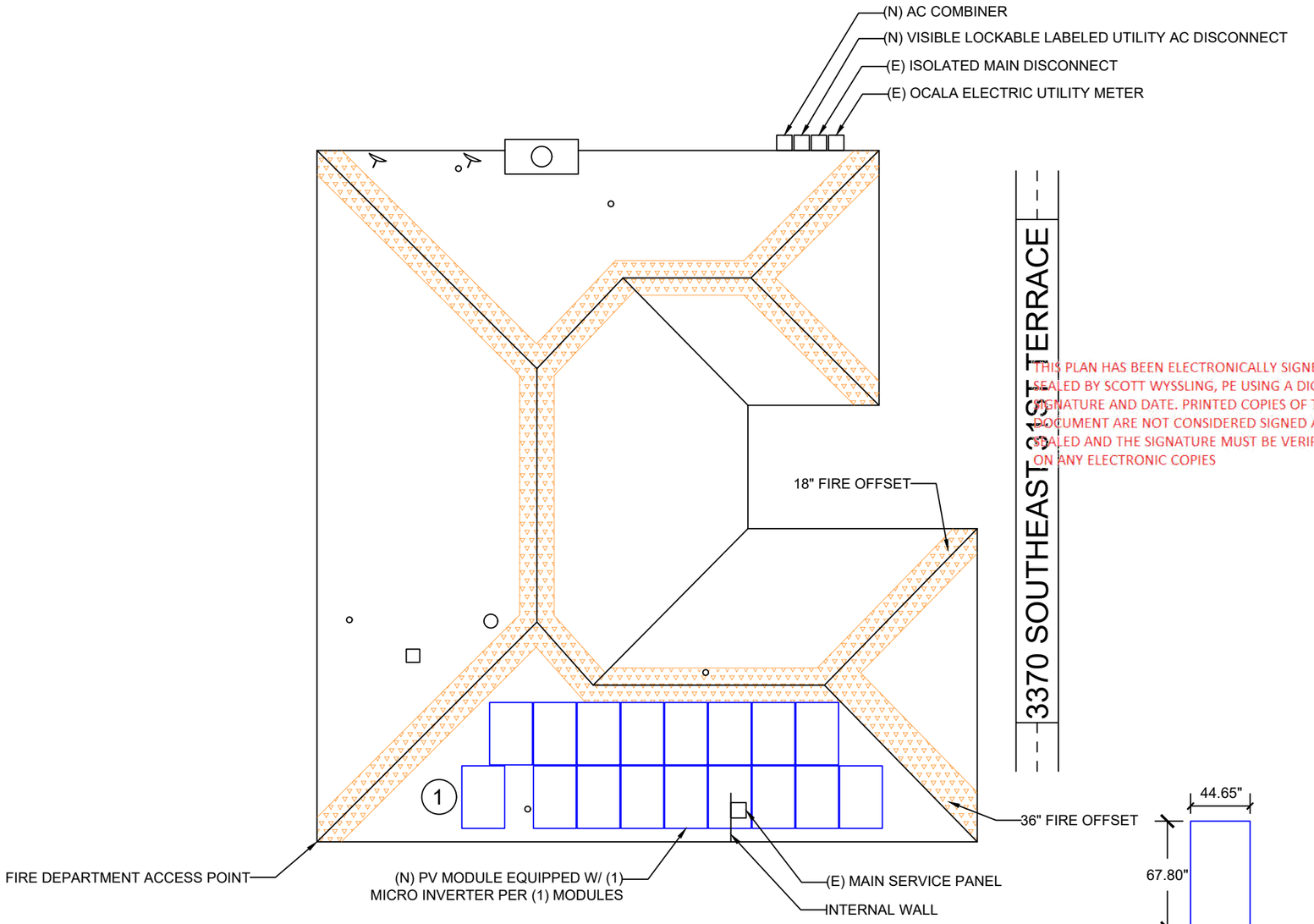
SYSTEM INFORMATION	
MODULE COUNT/TYPE	(17) TALESUN TP7G54M 415
INVERTER COUNT/TYPE	(17) ENPHASE IQ7PLUS-72-2-US
MODULE WEIGHT	47.40 LBS
MODULE DIMENSIONS	67.80" x 44.65"
UNIT WEIGHT OF ARRAY	2.25 PSF

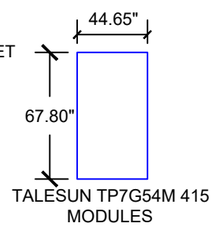
LEGEND	
ROOF VENT (TYP.)	□
PLUMBING VENT (TYP.)	○
A/C UNIT	A/C
SATELLITE DISH	
ELECTRICAL MAST	
CHIMNEY	
FIRECODE PATHWAY	

ROOF DESCRIPTION

ROOF #	ROOF TYPE	ROOF TILT	PITCH	AZIMUTH	MODULE TILT	ROOF FRAMING	MODULE COUNT	ARRAY SQ. FT
1	COMP SHINGLE	14°	3:12	180°	14°	2X4@24" O.C. TRUSSES	17	357.34

TOTAL ROOF AREA SQ. FT	3050	TOTAL ARRAY SQ. FT	357.34	ROOF COVER %	11.72





SITE PLAN NOTES

1. ALL OBSTRUCTIONS MUST BE VERIFIED BEFORE WORK COMMENCES
2. CONDUIT TO BE RUN IN ATTIC IF POSSIBLE
3. VISIBLE LOCKABLE LABELED UTILITY AC DISCONNECT WILL BE INSTALLED WITHIN 10' OF OCALA ELECTRIC UTILITY METER.
4. AC DISCONNECT SHALL BE READILY ACCESSIBLE 24/7
5. REQUIRED ELECTRICAL CLEARANCE TO BE MAINTAINED
6. MAIN SERVICE PANEL LOCATION: 1ST FLOOR
7. METER LOCATION: 1ST FLOOR

NOTE: EQUIPMENT LOCATIONS ARE DEFINED BUT MAY BE APPROXIMATE DUE TO EXISTING CONDITIONS

SCALE: 3/32" = 1'-0"

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APN: 2982-009-010

SITE PLAN

SCOTT E WYSSLING LICENSE No. 81558 STATE OF FLORIDA PROFESSIONAL ENGINEER

Signed 2/04/2026

SCOTT E WYSSLING, PE
FL LICENSE NO 81558

DC SYSTEM SIZE: 7.055kW
AC SYSTEM SIZE: 4.930kW

AHJ: OCALA
UTILITY: OEU

DRAWN BY: YS
INITIAL DESIGN DATE: 01/13/2026 REV: B

PV-2

Docusign Envelope ID: FE254E86-8491-8299-8223-A39FDD5434AF

ENPHASE.

DATA SHEET

IQ7 and IQ7+ Microinverters

The high-powered, smart grid-ready IQ7 and IQ7+ Microinverters dramatically simplify installation while achieving the highest system efficiency.

Part of the Enphase Energy System, the IQ7 Series Microinverters integrate with the IQ Gateway, IQ Battery, and the Enphase Installer App monitoring and analysis software.

Enphase 25 year limited warranty

IQ7 Series Microinverters extend the reliability standards set forth by previous generations and undergo over a million hours of power-on testing, enabling Enphase to provide an industry-leading warranty of up to 25 years.

Connect PV modules quickly and easily to IQ7 Series Microinverters using the included Q-DCC-2 adapter cable with plug-and-play MC4 connectors.

UL CERTIFIED SAFETY

IQ7 Series Microinverters are UL Listed as PV rapid shutdown equipment and conform to various regulations when installed according to the manufacturer's instructions.

Easy to install

- Lightweight and simple
- Faster installation with improved, lighter two-wire cabling
- Built-in rapid shutdown compliant (NEC 2014 , 2017, and 2020)

Productive and reliable

- Optimized for high powered 60-cell/120-half-cell and 72-cell/144-half-cell PV modules
- More than a million hours of testing
- Class II double-insulated enclosure
- UL Listed

Smart grid-ready

- Complies with advanced grid support, voltage, and frequency ride-through requirements
- Remotely updates to respond to changing grid requirements
- Configurable for varying grid profiles
- Meets CA Rule 21 (UL 1741-SA) and IEEE 1547:2018 (UL 1741-SB, 3rd Ed. - for single-phase systems)

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IQ7 and IQ7+ Microinverters

INPUT DATA (DC)	UNITS	IQ7-60-2-US	IQ7PLUS-72-2-US
Commonly used module pairings[1]	W	235–350	235–440
Module compatibility	–	60-cell/120-half-cut-cell and 54-cell/108-half-cut-cell PV modules	60-cell/120-half-cut-cell, 66-cell/132-half-cut-cell, 54-cell/108-half-cut-cell, and 72-cell/144-half-cut-cell PV modules
MPPT voltage range	V	27–37	27–45
Operating range	V	16–48	16–60
Minimum/Maximum start voltage	V	22/48	22/60
Maximum input DC voltage	V	50	60
Maximum continuous input DC current	A	10	12
Maximum input DC short-circuit current	A	25	
Maximum module I_{sc}	A	20	
Overvoltage class DC port	–	II	
DC port back-feed current	mA	0	
PV array configuration	–	1 × 1 ungrounded array; no additional DC side protection required; AC side protection requires max. 20 A per branch circuit	
OUTPUT DATA (AC)	**UNITS**	**IQ7-60-2-US**	**IQ7PLUS-72-2-US**
Peak output power	VA	250	295
Maximum continuous output power	VA	240	290
Nominal (L-L) voltage/Range[2]	V	240/211-264, 208/183-229	
Maximum continuous output current	A	1.0 (240 V)/1.15 (208 V)	1.21 (240 V)/1.39 (208 V)
Nominal frequency	Hz	60	
Extended frequency range	Hz	49–68	
AC short-circuit fault current over three cycles	Arms	5.8	
Maximum units per 20 A (L-L) branch circuit[3]	–	16 (240 V)/13 (208 V)	13 (240 V)/11 (208 V)
Total harmonic distortion	%	<5	
Overvoltage class AC port	–	III	
AC port back-feed current	mA	18	
Power factor setting	–	1.0	
Grid-tied power factor (adjustable)	–	0.85 leading … 0.85 lagging	
Peak efficiency	%	97.6 (240 V)/97.3 (208 V)	97.5 (240 V)/97.3 (208 V)
CEC weighted efficiency	%	97	
Nighttime power consumption	mW	60	
MECHANICAL DATA			
Ambient temperature range	°C (°F)	-40 to 65 (-40 to 149)	
Relative humidity range	%	4 to 100 (condensing)	
DC connector type	–	MC4 (or Amphenol H4 UTX with additional Q-DCC-5 adapter)	
Dimensions (H × W × D)	mm (in)	212 (8.3) × 175 (6.9) × 30.2 (1.2) without bracket	
Weight	kg (lb)	1.1 (2.4)	
Cooling	–	Natural convection–no fans	
Approved for wet locations	–	Yes	
Pollution degree	–	PD3	
Enclosure	–	Class II double-insulated, corrosion-resistant polymeric enclosure	
Environmental category/UV exposure rating	–	NEMA type 6/Outdoor	

[1] Pairing PV modules with wattage above the limit may result in additional clipping losses. See the compatibility calculator at https://link.enphase.com/module-compatibility.
[2] Nominal voltage range can be extended beyond nominal if required by the utility.
[3] Limits may vary. Refer to local requirements to define the number of microinverters per branch in your area.

IQ7-IQ7Plus-DSH-00174-2.0-EN-US-2024-05-09

DESIGN ENGINEER

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INVERTER

Docusign Envelope ID: FE254E86-8491-8299-8223-A39FDD5434AF

ENPHASE.

DATA SHEET

X-IQ-AM1-240-5-HDK
X-IQ-AM1-240-5C-HDK
X-IQ-AM1-240-5
X-IQ-AM1-240-5C

IQ Combiner 5/5C

The IQ Combiner 5/5C consolidates interconnection equipment into a single enclosure and streamlines IQ Series Microinverters and IQ Gateway installation by providing a consistent, pre-wired solution for residential applications. IQ Combiner 5/5C uses wired control communication and is compatible with IQ System Controller 3/3G and IQ Battery 5P.

The IQ Combiner 5/5C, IQ Series Microinverters, IQ System Controller 3/3G, and IQ Battery 5P provide a complete grid-agnostic Enphase Energy System.

IQ Series Microinverters
The high-powered smart grid-ready IQ Series Microinverters (IQ6, IQ7, and IQ8 Series) simplify the installation process.

IQ System Controller 3/3G
Provides microgrid interconnection device (MID) functionality by automatically detecting grid failures and seamlessly transitioning the home energy system from grid power to backup power.

IQ Battery 5P
Fully integrated AC battery system. Includes six field-replaceable IQ8D-BAT Microinverters.

IQ Load Controller
Helps prioritize essential appliances during a grid outage to optimize energy consumption and prolong battery life.

Enphase 5 year limited warranty

5-year limited warranty

Smart

- Includes IQ Gateway for communication and control
- Includes Enphase Mobile Connect (CELLMODEM-M1-06-SP-05), only with IQ Combiner 5C
- Supports flexible networking: Wi-Fi, Ethernet, or cellular
- Provides production metering (revenue grade) and consumption monitoring

Easy to install

- Mounts to one stud with centered brackets
- Supports bottom, back, and side conduit entries
- Supports up to four 2-pole branch circuits for 240 VAC plug-in breakers (not included)
- 80 A total PV branch circuits
- Factory installed hold-down kit
- Bluetooth-based Wi-Fi provisioning for easy Wi-Fi setup

Reliable

- Durable NRTL-certified NEMA type 3R enclosure
- 5-year limited warranty
- 2-year labor reimbursement program coverage included for IQ Combiner SKUs*
- UL1741 Listed

*For country-specific warranty information, see the https://enphase.com/installers/resources/warranty page.

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IQ Combiner 5/5C

MODEL NUMBER	
IQ Combiner 5 (X-IQ-AM1-240-5/ X-IQ-AM1-240-5-HDK)	IQ Combiner 5 with IQ Gateway printed circuit board for integrated revenue-grade PV production metering (ANSI C12.20 ±0.5%), consumption monitoring (±2.5%), and IQ Battery monitoring (±2.5%). Includes a silver solar shield to deflect heat. IQ-AM1-240-5-HDK includes a factory installed hold-down kit compatible with all the circuit breakers mentioned in the **Accessories and Replacement Parts** section.
IQ Combiner 5C (X-IQ-AM1-240-5C / X-IQ-AM1-240-5C-HDK)	IQ Combiner 5C with IQ Gateway printed circuit board for integrated revenue-grade PV production metering (ANSI C12.20 ±0.5%), consumption monitoring (±2.5%), and IQ Battery monitoring (±2.5%). Includes Enphase Mobile Connect cellular modem (CELLMODEM-M1-06-SP-05)[1]. Includes a silver solar shield to deflect heat. IQ-AM1-240-5C-HDK includes a factory installed hold-down kit compatible with all the circuit breakers mentioned in the **Accessories and Replacement Parts** section.
WHAT'S IN THE BOX	
IQ Gateway printed circuit board	IQ Gateway is the platform for total energy management for comprehensive, remote maintenance, and management of the Enphase Energy System
Busbar	80 A busbar with support for one IQ Gateway breaker and four 20 A breakers for installing IQ Series Microinverters and IQ Battery 5P
IQ Gateway breaker	Circuit breaker, 2-pole, 10 A/15 A
Production CT	Pre-wired revenue-grade solid-core CT, accurate up to ±0.5%
Consumption CT	Two consumption metering clamp CTs, shipped with the box, accurate up to ±2.5%
IQ Battery CT	One battery metering clamp CT, shipped with the box, accurate up to ±2.5%
CTRL board	Control board for wired communication with IQ System Controller 3/3G and the IQ Battery 5P
Enphase Mobile Connect (only with IQ Combiner 5C)	4G-based LTE-M1 cellular modem (CELLMODEM-M1-06-SP-05) with a 5-year T-Mobile data plan
Accessories kit	Spare control headers for the COMMS-KIT-2 board
ACCESSORIES AND REPLACEMENT PARTS (NOT INCLUDED, ORDER SEPARATELY)	
CELLMODEM-M1-06-SP-05	4G-based LTE-M1 cellular modem with a 5-year T-Mobile data plan
CELLMODEM-M1-06-AT-05	4G-based LTE-M1 cellular modem with a 5-year AT&T data plan
Circuit breakers (off-the-shelf)	Supports Eaton BR2XX, Siemens Q2XX, and GE/ABB THQL21XX Series circuit breakers (XX represents 10, 15, 20, 30, 40, 50, or 60). Also supports Eaton BR220B, BR230B, and BR240B circuit breakers compatible with the hold-down kit.
Circuit breakers (provided by Enphase)	BRK-10A-2-240V, BRK-15A-2-240V, BRK-20A-2P-240V, BRK-15A-2P-240V-B, and BRK-20A-2P-240V-B (more details in the "Accessories" section)
XA-SOLARSHIELD-ES	Replacement solar shield for IQ Combiner 5/5C
XA-ENV2-PCBA-5	IQ Gateway replacement printed circuit board (PCB) for IQ Combiner 5/5C
X-IQ-NA-HD-125A	Hold-down kit compatible with Eaton BR-B Series circuit breakers (with screws). Not required for X-IQ-AM1-240-5-HDK/X-IQ-AM1-240-5C-HDK.
XA-COMMS2-PCBA-5	Replacement COMMS-KIT-2 printed circuit board (PCB) for IQ Combiner 5/5C
ELECTRICAL SPECIFICATIONS	
Rating	80 A
System voltage and frequency	120/240 VAC or 120/208 VAC, 60 Hz
Busbar rating	125 A
Fault current rating	10 kAIC
Maximum continuous current rating (input from PV/ storage)	64 A
Branch circuits (solar and/or storage)	Up to four 2-pole Eaton BR, Siemens Q, or GE/ABB THQL Series distributed generation (DG) breakers only (not included)
Maximum total branch circuit breaker rating (input)	80 A of distributed generation/95 A with IQ Gateway breaker included
IQ Gateway breaker	10 A or 15 A rating GE/Siemens/Eaton included
Production metering CT	200 A solid core pre-installed and wired to IQ Gateway

[1] A plug-and-play industrial-grade cell modem for systems of up to 60 microinverters. Available in the United States, Canada, Mexico, Puerto Rico, and the US Virgin Islands, where there is adequate cellular service in the installation area.

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COMBINER PANEL 1696

Docusign Envelope ID: FE254E86-8491-8299-8223-A39FDD5434AF

ACCESSORIES AND REPLACEMENT PARTS (NOT INCLUDED, ORDER SEPARATELY)	
Consumption monitoring CT (CT-200-CLAMP)	A pair of 200 A clamp-style current transformers is included with the box
IQ Battery metering CT	200 A clamp-style current transformer for IQ Battery metering, included with the box
MECHANICAL DATA	
Dimensions (W × H × D)	37.5 cm × 49.5 cm × 16.8 cm (14.75" × 19.5" × 6.63"). Height is 53.5 cm (21.06") with mounting brackets.
Weight	7.5 kg (16.5 lb)
Ambient temperature range	-40°C to 46°C (-40°F to 115°F)
Cooling	Natural convection, plus heat shield
Enclosure environmental rating	Outdoor, NRTL-certified, NEMA type 3R, polycarbonate construction
Wire sizes	• 20 A to 50 A breaker inputs: 14 to 4 AWG copper conductors • 60 A breaker branch input: 4 to 1/0 AWG copper conductors • Main lug combined output: 10 to 2/0 AWG copper conductors • Neutral and ground: 14 to 1/0 copper conductors • Always follow local code requirements for conductor sizing
Communication (in-premise connectivity)	Built-in CTRL board for wired communication with the IQ Battery 5P and the IQ System Controller 3/3G. Integrated power line communication for IQ Series Microinverters.
Altitude	Up to 2,600 meters (8,530 feet)
COMMUNICATION INTERFACES	
Integrated Wi-Fi	802.11b/g/n (dual band 2.4 GHz/5 GHz) for connecting the Enphase Cloud through the internet.
Wi-Fi range (recommended)	10 m (32.8 feet)
Bluetooth	BLE4.2, 10 m range to configure Wi-Fi SSID
Ethernet	Optional, 802.3, Cat5E (or Cat 6) UTP Ethernet cable (not included) for connecting to the Enphase Cloud through the internet.
Cellular/Mobile Connect	CELLMODEM-M1-06-SP-05 or CELLMODEM-M1-06-AT-05 (included with the IQ Combiner 5C)
Digital I/O	Digital input/output for grid operator control
USB 2.0	Mobile Connect, COMMS-KIT-01 for IQ Battery 3/3T/10/10T, COMMS-KIT-02 for IQ Battery 5P
Access point (AP) mode	For connection between the IQ Gateway and a mobile device running the Enphase Installer App
Metering ports	Up to two Consumption CTs, one IQ Battery CT, and one Production CT
Power line communication	90–110 kHz
Web API	See https://developer-v4.enphase.com
Local API	See Guide for local API
COMPLIANCE	
IQ Combiner with IQ Gateway	UL 1741, CAN/CSA C22.2 No. 107.1, Title 47 CFR, Part 15, Class B, ICES 003, NOM-208-SCFI-2016, UL 61010-1, CAN/CSA 22.2 No. 61010-1, IEEE 1547: 2018 (UL 1741-SB, 3rd Ed.), IEEE 2030.5/CSIP Compliant, Production metering: ANSI C12.20 accuracy class 0.5 (PV production)

COMPATIBILITY		
PV	Microinverters	IQ6, IQ7, and IQ8 Series Microinverters
COMMS-KIT-01[2]	IQ System Controller	EP200G101-M240US00
	IQ System Controller 2	EP200G101-M240US01
	IQ Battery	ENCHARGE-3-1P-NA, ENCHARGE-10-1P-NA, ENCHARGE-3T-1P-NA, ENCHARGE-10T-1P-NA
COMMS-KIT-02[3]	IQ System Controller 3	SC200D111C240US01, SC200G111C240US01
	IQ Battery	IQBATTERY-5P-1P-NA

[2] For information about IQ Combiner 5/5C compatibility with the 2nd-generation batteries, refer to the compatibility matrix.
[3] IQ Combiner 5/5C comes pre-equipped with COMMS-KIT-02.

Accessories

Mobile Connect

4G-based LTE-M1 cellular modem with a 5-year data plan (CELLMODEM-M1-06-SP-05 for T-Mobile and CELLMODEM-M1-06-AT-05 for AT&T)

Circuit breakers

BRK-10A-2-240V Circuit breaker, 2-pole, 10 A, Eaton BR210
BRK-15A-2-240V Circuit breaker, 2-pole, 15 A, Eaton BR215
BRK-20A-2P-240V Circuit breaker, 2-pole, 20 A, Eaton BR220
BRK-15A-2P-240V-B Circuit breaker, 2-pole, 15 A, Eaton BR215B with hold-down kit support
BRK-20A-2P-240V-B Circuit breaker, 2-pole, 20 A, Eaton BR220B with hold-down kit support

CT-200-SOLID

200 A revenue-grade solid-core Production CT with <0.5% error rate (replacement SKU)

CT-200-CLAMP

200 A clamp-style consumption and battery metering CT with <2.5% error rate (replacement SKU)

IQC-5-5C-DSH-00007-6.0-EN-US-2024-09-30

DESIGN ENGINEER

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COMBINER PANEL 1697

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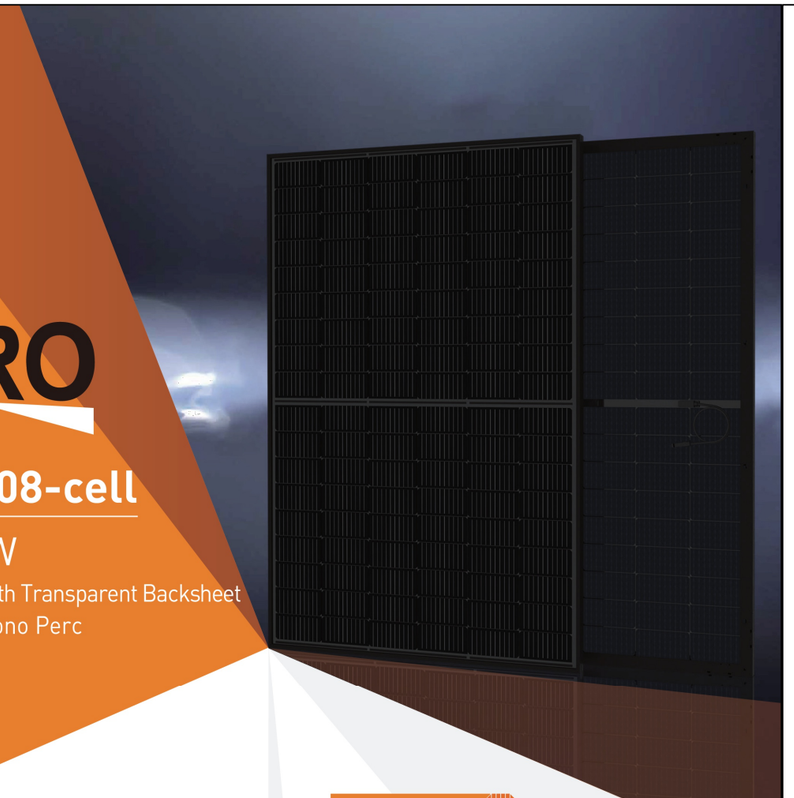
TALESUN

BIPRO

TP7G54M
TP7G54M(H) **108-cell**

395 - 415W

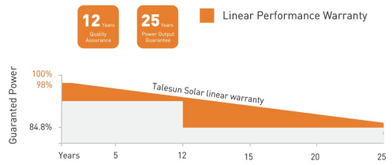
Bifacial Module With Transparent Backsheet
10BB Half-cut Mono Perc



SYSTEM & PRODUCT CERTIFICATES

- IEC 61215 / IEC 61730 / UL 61703
- ISO 9001: 2015 Quality Management System
- ISO 14001: 2015 Environment Management System
- ISO 45001: 2018 Occupational Health and Safety Management Systems

PERFORMANCE WARRANTY



KEY FEATURES

10BB Half-cut Cell Technology
New circuit design, lower internal current, lower Rs loss
Ga dopped wafer, attenuation ≤2% (1st year) /≤0.55% (Linear)

Industry Leading High Yield
Bifacial PERC cell technology,
5%-25% more yield depends on different conditions

Excellent Anti-PID Performance
2 times of industry standard Anti-PID test by TUV SUD

Lower LCOE
2% more power generation, lower LCOE

IP68 Junction Box
High waterproof level

www.talesun.com
marketing.hq@talesun.com
★ GL-EN-Version 2025.03.07

ELECTRICAL CHARACTERISTICS

Testing Condition	STC	NMOT	STC	NMOT	STC	NMOT	STC	NMOT	STC	NMOT
Maximum Power (Pmax/W)	395	294	400	298	405	302	410	306	415	310
Operating Voltage (Vmpp/V)	30.85	28.80	31.05	29.00	31.24	29.20	31.43	29 .30	31.64	29.60
Operating Current (Impp/A)	12.81	10.23	12.89	10.30	12.97	10.36	13.05	10.42	13.13	10.48
Open-Circuit Voltage (Voc/V)	36.75	34.60	37.00	34.80	37.25	35.10	37.50	35.30	37.75	35.50
Short-Circuit Current (Isc/A)	13.69	11.04	13.78	11.11	13.86	11.17	13.94	11.24	14.02	11.30
Module Efficiency (%)	20.22		20.48		20.73		21.00		21.25	

STC: Irradiance 1000W/m², Spectra at AM1.5, Module Temperature 25℃. Power output tolerance: 0~+5W, Test uncertainty for Pmax: ±3%
NMOT: Irradiance 800W/m², Spectra at AM1.5, Ambient Temperature 20℃, Wind speed 1m/s

REAR SIDE POWER GAIN(REFERENCE TO 410W FRONT)

Pmax gain	5%	10%	15%	20%	25%
Pmax/W	431	451	472	492	513
Vmpp/V	31.43	31.43	31.43	31.43	31.43
Impp/A	13.70	14.36	15.01	15.66	16.31
Voc/V	37.50	37.50	37.50	37.50	37.50
Isc/A	14.65	15.35	16.04	16.74	17.44

MECHANICAL CHARACTERISTICS

Solar Cell	Monocrystalline 182*182mm
No. of Cells	108 (6*18)
Module Dimensions	1722*1134*30mm (67.80*44.65*1.18inches)
Weight	21.5kg (47.4lbs.)
Front Glass	3.2mm AR Coating Tempered Glass
Frame	Anodized Aluminium Alloy
Junction Box	IP68, 3 Bypass Diodes
Output Cables	4mm² (IEC), 12AWG(UL) 350mm(+),250mm(-) or Customized Length
Connectors	T01/LJQ-3-CSY/MC4/MC4-EVO2

APPLICATION CONDITIONS

Maximun System Voltage	1000V/1500V/DC
Operating Temperature	-40°C~+85°C
Maximun Series Fuse	30A
Safety Protection Class	Class II
Mechanical Load	Front side 5400Pa, Back side 2400Pa
Refer. Bifaciality Factor	70%+5%/-10%

TEMPERATURE CHARACTERISTICS

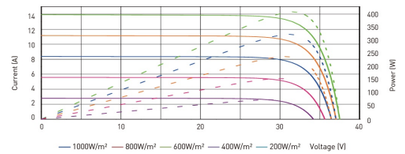
Temperature Coefficient of Pmax	-0.35%/°C
Temperature Coefficient of Voc	-0.26%/°C
Temperature Coefficient of Isc	+0.048%/°C
Nominal Module Operating Temperature(NMOT)	43±2°C

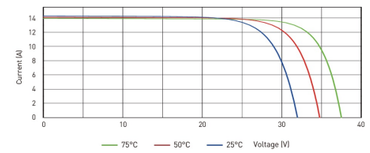
PACKING CONFIGURATION

Pieces Per Pallet	36	36(USA)
Pieces Per Container(40'HQ)	936	828

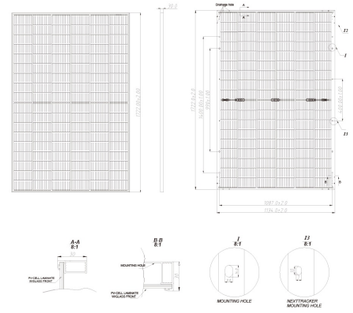
I-V CURVE

TP7G54M/410W





TECHNICAL DRAWINGS



TALESUN

The specification and key features described in this datasheet may deviate slightly and are not guaranteed. Due to ongoing innovation, R&D enhancement, Suzhou Talesun Solar Technologies Co., Ltd. reserves the right to make any adjustment to the information described herein at any time without notice. Please always obtain the most recent version of the datasheet which shall be duly incorporated into the binding contract made by the parties governing all transactions related to the purchase and sale of the products described herein.

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MODULE

Certificate Of Completion

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Source Envelope:
Document Pages: 28
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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

Record Tracking

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Signer Events	Signature	Timestamp
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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: 2600:1011:a18f:7ad3:69ae:d357:faa:b361 Signed using mobile	Sent: 5/15/2026 3:01:21 PM Viewed: 5/17/2026 11:31:04 AM Signed: 5/17/2026 11:31:46 AM
Electronic Record and Signature Disclosure: Accepted: 5/17/2026 11:31:04 AM ID: 194fcb05-8092-413c-b218-f74bb8a58578		
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: 2600:387:15:2811::3 Signed using mobile	Sent: 5/17/2026 11:31:48 AM Viewed: 5/17/2026 1:35:38 PM Signed: 5/17/2026 1:35:49 PM
Electronic Record and Signature Disclosure: Accepted: 5/17/2026 1:35:38 PM ID: 5cf3a012-1d16-4bd0-9444-884f7f73aaa1		

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	5/15/2026 10:56:08 AM
Certified Delivered	Security Checked	5/17/2026 1:35:38 PM
Signing Complete	Security Checked	5/17/2026 1:35:49 PM
Completed	Security Checked	5/17/2026 1:35:49 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.

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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/260744

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: Cooley G. Pantazis

Mailing Address: 2240 SE 5th Street

City: Ocala State: FL Zip Code: 34471

Phone Number: 352-812-8298 Alternate Phone Number: _____

Email Address: ellenpantazis@gmail.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 544295-144762

2. RGS Facility Information

Facility Location: 2240 SE 5th Street Ocala, Fl. 34471

Ocala Electric Utility Customer Account Number: 544295-144762

RGS Manufacturer: Hyundai Energy Solutions

Manufacturer's Address: 3 Corporate Park Suite 235
Irvine, CA. 92635

Reference or Model Number: HiN-T435NF BK (11 Modules 435W)

Serial Number: Inverter-Enphase IQ8AC-72-M-US

(Continued on Sheet No.19.1)

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Has existing 15.9375kWac-Adding 4.07kWac=Total 20.01kWac

3. Facility Rating Information

Gross Power Rating: 20.01kWac ("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: 12/30/25

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: Cooley G. Pantazis Date: 11-10-2025
(Print Name)

Ellen Pantazis
(Signature)

Docusign Envelope ID: CB0E5213-F4D7-805D-80D0-8931C9297400

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 10th day of November, 20 25, 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 Cooley G. Pantazis, 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: Janice Mitchell
55198B43858A4E1...

By: _____

Title: CFO

Date: 5/13/2026

Florida Municipal Power Agency

DocuSigned by:
087F58EBB34B474...

By: _____

Title: Chief Sys Ops & Tech Officer

Date: 5/13/2026

Customer

By: Cooley G. Pantazis (Print Name)

Ellen Pantazis (Signature)

Date: 11-10-2025

Customer's City of Ocala Electric Utility Account Number: 544295-144762

Approved as to form and legality:

Signed by: William E. Sexton, Esq.
4A55AB8A8ED04F3...

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 2
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 10th day of November, 20 25, by and between Cooley G. Pantazis, (hereinafter called "**Customer**"), located at 2240 SE 5th Street in Ocala, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereafter called "**OEU**"), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: 2240 SE 5th Street Ocala, Fl. 34471.

WITNESSETH

Whereas, a Tier 2 Renewable Generation System (RGS) is an electric generating system that uses one or of 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 more than 10 kilowatts (10 kW) but not greater than 100 kilowatts (100 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 parts of the City of Ocala and Marion County; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU's electrical supply grid at the location indentified 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 OEU has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate OEU's electric system, which limits OEU's 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, 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;

(Continued on Sheet No. 22.1)

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(Continued from Sheet No. 22.0)

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and 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 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 2 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. In no case should modifications to the RGS be made such that the GPR increases above the 100 kilowatts (100 kW) limit.

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 be required to pay a non-refundable application fee of $375 for the review and processing of the application.

6. The Customer shall fully comply with OEU's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by OEU 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.*

(Continued on Sheet No. 22.2)

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(Continued from Sheet No. 22.1)

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.

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 OEU 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. 22.3)

Docusign Envelope ID: CB0E5213-F4D7-805D-80D0-8931C9297400

(Continued from Sheet No. 22.2)

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 a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU 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 which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then 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's 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's electric 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's electric 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 electric system such that back feed from the customer-owned renewable generation system to OEU's electric 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. 22.4)

Docusign Envelope ID: CB0E5213-F4D7-805D-80D0-8931C9297400

(Continued from Sheet No. 22.3)

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 Sections 18 and 19, 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 million dollars ($1,000,000.00).

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 also 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.

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 OUS 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.

(Continued on Sheet No. 22.5)

Docusign Envelope ID: CB0E5213-F4D7-805D-80D0-8931C9297400

(Continued from Sheet No. 22.4)

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's 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 utility system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility 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 utility system due to the operation of the Customer's generation or protective equipment as determined by OEU.
d. Adverse electrical effects (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.

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.

(Continued on Sheet No. 22.6)

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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, contractors (and any subcontractor or material supplier thereof), agents 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.

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

(Continued on Sheet No. 22.7)

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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 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.

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 2.5 percent (%) of the aggregate customer peak demand on OEU's electric 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. 22.8)

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IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

OUS:

Signed by:
By: Janice Mitchell
55198B43858A4E1...

Title: CFO

Date: 5/13/2026

Customer:

By: Cooley G. Pantazis
(Print Name)

Ellen Pantazis
(Signature)

Date: 11-10-2025

City of Ocala Electric Utility Account Number:
544295-144762

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

Docusign Envelope ID: CB0E5213-F4D7-805D-80D0-8931C9297400

PO Box 2356
Bloomington IL 61702-2356

AT2 A-19- 6548-FB0E L F
000609 0001
PANTAZIS, COOLEY & ELLEN
2240 SE 5TH ST
OCALA FL 34471-2617

POLICY NUMBER	80-BA-K384-8
Personal Liability Umbrella Policy	
NOV 26 2025 to NOV 26 2026	
BILLED THROUGH SFPP	

COVERAGES AND LIMITS

L Personal Liability	$1,000,000
Self-Insured Retention	None

UNDERLYING EXPOSURES

Our records show the following underlying information. This information was used in determining the rate of the policy.

AUTOMOBILE EXPOSURES

Automobile(s)	2
Automobile Operator(s)	2

OTHER LIABILITY EXPOSURES

Personal Residential

SFPP No:1698100070

Forms and Endorsements

Personal Liability Umbrella		FP-7952.1
Amendatory Endorsement		FE-7698.3
Fuel Oil Exclusion		FE-5837
Florida Signature Endorsement	*	FE-1418

*Effective: NOV 26 2025

Annual Premium	**$606.00**
FIGA ASSESSMENT 5	6.06

***Notify your agent immediately if the above listed Coverages and/or Underlying Exposures are incorrect.**
Your Coverages and/or bill can be affected if this information is not correct.
The Class 50 Discount has reduced the premium on your policy by $107.00
Required Underlying Insurance on reverse side

+ For the full name of each assessment entity and the dollar amount, see the Florida Assessment Page.

For questions, problems, or to obtain information about coverage call: (352) 694-9100

Thanks for letting us serve you...

4915 401B I
PU.K2.A1

Agent BART BLESSING CHFC
Telephone (352) 694-9100

REP

Moving? See your State Farm agent.
See reverse for important information.
Prepared SEP 29 2025

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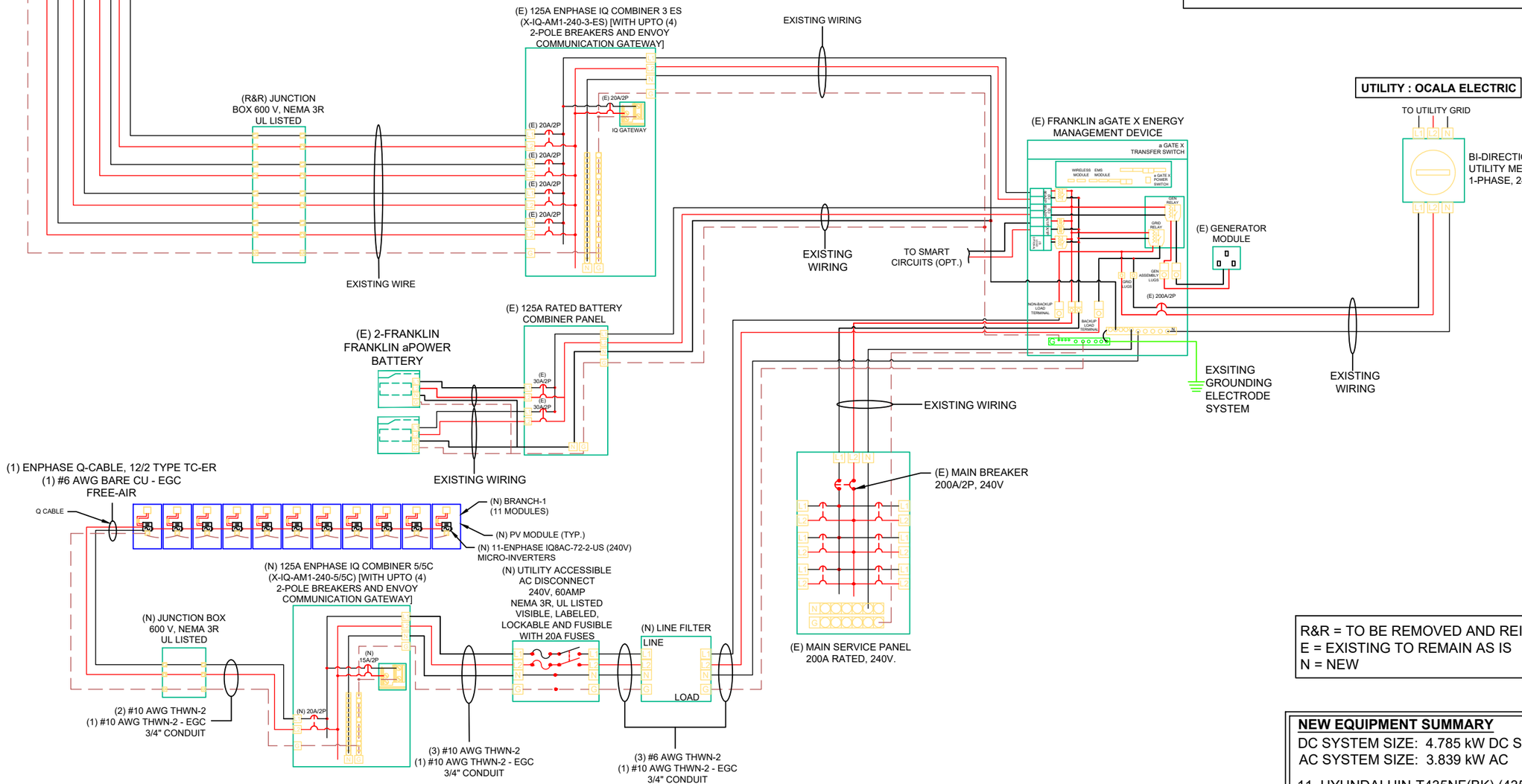
CITY OF OCALA
GROWTH MANAGEMENT
10/28/2025



1 ELECTRICAL LINE DIAGRAM

E-02 SCALE: NTS

TOTAL SYSTEM SIZE
TOTAL DC SYSTEM SIZE: (N) 4.785 + (R&R) 18.750 = 23.535 kW DC
TOTAL AC SYSTEM SIZE: (N) 3.839 + (R&R) 14.500 = 18.339 KW AC

EQUIPMENT SUMMARY (R&R)
50 LG NeON2 LG375N1C-A6 (375W) MODULES
50 ENPHASE IQ7PLUS-72-2-US (240V) MICRO-INVERTERS
DC SYSTEM SIZE: 18.750 KW DC STC
AC SYSTEM SIZE: 14.500 kW AC

(02) BRANCHES OF 13 MODULES &
(02) BRANCHES OF 12 MODULES

EQUIPMENT SUMMARY (REMAIN AS IS)
01 FRANKLIN aGATE X ENERGY MANAGEMENT DEVICE
02 FRANKLIN aPOWER BATTERY

R&R = TO BE REMOVED AND REINSTALLED
E = EXISTING TO REMAIN AS IS
N = NEW

NEW EQUIPMENT SUMMARY
DC SYSTEM SIZE: 4.785 kW DC STC
AC SYSTEM SIZE: 3.839 kW AC

11 HYUNDAI HIN-T435NF(BK) (435W) MODULES

(01) BRANCH OF 11 MODULES

SOLAR TREK

SOLAR TREK INC.
3347 SW 7TH ST.,
OCALA, FL 34474

1724

REVISIONS

DESCRIPTION	DATE	REV

DATE: 09/29/2025

PROJECT NAME

ELLEN PANTAZIS
2240 SE 5TH ST.,
OCALA, FL 34471

SHEET NAME
ELECTRICAL LINE DIAGRAM

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
E-02

Signature with Seal

Docusign Envelope ID: CB0E5213-F4D7-805D-80D0-8931C9297400

RECEIVED BY
CITY OF OCALA
GROWTH MANAGEMENT
10/2/2025

ELECTRICAL CERTIFICATION STATEMENT:

SUBJECT PV SYSTEM HAS BEEN DESIGNED TO MEET THE REQUIREMENTS OF THE NEC 2020, AND/OR THOSE SET FORTH BY THE FLORIDA SOLAR ENERGY CENTER CERTIFICATION, INCLUDING MAXIMUM NUMBER OF MODULE STRINGS, MAXIMUM NUMBER OF MODULES PER STRING, MAXIMUM OUTPUT, MODULE MANUFACTURER AND MODEL NUMBER, INVERTER MANUFACTURER AND MODEL NUMBER, AS APPLICABLE. HB1021 AMENDED F.S. 377.05 IN 2017 REMOVED THE REQUIREMENT FOR DESIGNERS TO HAVE THEIR SYSTEM DESIGNS CERTIFIED BY FSEC. THE VERBIAGE "…UNLESS OTHERWISE CERTIFIED BE AN ENGINEER LICENSED PURSUANT TO CHAPTER 471 USING THE STANDARDS CONTAINED IN THE MOST RECENT VERSION OF THE FLORIDA BUILDING CODE." ALLOWS LICENSED ENGINEERS TO DESIGN PV SYSTEMS ON THEIR OWN AS THEY DO IN ALL OTHER TRADES.

NEW EQUIPMENT SUMMARY
DC SYSTEM SIZE: 4.785 kW DC STC
AC SYSTEM SIZE: 3.839 kW AC

11 HYUNDAI HIN-T435NF(BK) (435W) MODULES

(01) BRANCH OF 11 MODULES

R&R = TO BE REMOVED AND REINSTALLED
E = EXISTING TO REMAIN AS IS
N = NEW

EQUIPMENT SUMMARY (R&R)
50 LG NeON2 LG375N1C-A6 (375W) MODULES
50 ENPHASE IQ7PLUS-72-2-US (240V) MICRO-INVERTERS
DC SYSTEM SIZE: 18.750 KW DC STC
AC SYSTEM SIZE: 14.500 kW AC

(02) BRANCHES OF 13 MODULES &
(02) BRANCHES OF 12 MODULES

EQUIPMENT SUMMARY (REMAIN AS IS)
01 FRANKLIN aGATE X ENERGY MANAGEMENT DEVICE
02 FRANKLIN aPOWER BATTERY

TOTAL SYSTEM SIZE
TOTAL DC SYSTEM SIZE: (N) 4.785 + (R&R) 18.750 = 23.535 kW DC
TOTAL AC SYSTEM SIZE: (N) 3.839 + (R&R) 14.500 = 18.339 KW AC

BILL OF MATERIALS

EQUIPMENT	QTY	DESCRIPTION
SOLAR PV MODULE	11	HYUNDAI HIN-T435NF(BK) (435W) MODULES
MICRO INVERTER	11	ENPHASE IQ8AC-72-2-US (240V) MICRO-INVERTERS
JUNCTION BOX	1	JUNCTION BOX 600V, NEMA 3R UL LISTED
IQ COMBINER BOX	1	ENPHASE IQ COMBINER BOX (X-IQ-AM1-240-5/5C-HDK)
AC DISCONNECT	1	60A RATED, FUSED AC DISCONNECT WITH 20A FUSES
LINE FILTER	1	LINE FILTER
BREAKER	1	20A/2P BREAKER
BREAKER	1	15A/2P BREAKER
RAIL	27	IRONRIDGE XR100 RAIL, 168"
SPLICE	26	SPLICE KIT
GROUNDING LUG	18	GROUNDING LUG
ATTACHMENT	110	IRONRIDGE FLASHFOOT 2 PV ROOF ATTACHMENT
UFO CLAMP	104	UFO CLAMPS
END CLAMP	36	END CLAMPS

LEGEND

- LF - LINE FILTER
- ACD - AC DISCONNECT
- GM - GENERATOR MODULE
- CB - IQ COMBINER BOX
- BCP - BATTERY COMBINER PANEL
- BAT - BATTERY
- MSP - MAIN SERVICE PANEL
- GWY - aGATE
- UM - UTILITY METER
- JB - JUNCTION BOX
- ROOF OBSTRUCTION
- CONDUIT

1 ELECTRICAL SITE PLAN
E-01 SCALE:1"=15'-0"

1725

SOLAR TREK

SOLAR TREK INC.
3347 SW 7TH ST.,
OCALA, FL 34474

REVISIONS

DESCRIPTION	DATE	REV

DATE: 09/29/2025

PROJECT NAME

ELLEN PANTAZIS
2240 SE 5TH ST.,
OCALA, FL 34471

SHEET NAME
ELECTRICAL SITE PLAN & BOM

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
E-01

Signature with Seal

Docusign Envelope ID: CB0E5213-F4D7-805D-80D0-8931C9297400

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GROWTH MANAGEMENT
10/28/2025

ENPHASE.

DATA SHEET

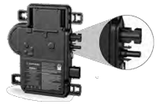
IQ8AC Microinverter

Our newest IQ8 Series Microinverters are the industry's first microgrid-forming*, software-defined microinverters with split-phase power conversion capability to convert DC power to AC power efficiently. The brain of the semiconductor-based microinverter is our proprietary application-specific integrated circuit (ASIC), which enables the microinverter to operate in grid-tied or off-grid modes. This chip is built in advanced 55 nm technology with high-speed digital logic and has superfast response times to changing loads and grid events, alleviating constraints on battery sizing for home energy systems.

Part of the Enphase Energy System, IQ8 Series Microinverters integrate with the IQ Battery, IQ Gateway, and the Enphase App monitoring and analysis software.

Enphase 25 year limited warranty

IQ8 Series Microinverters redefine reliability standards with more than one million cumulative hours of power-on testing, enabling an industry-leading limited warranty of up to 25 years.



Connect PV modules quickly and easily to the IQ8 Series Microinverters that have integrated MC4 connectors.

UL CERTIFIED SAFETY

IQ8 Series Microinverters are UL Listed as PV rapid shutdown equipment and conform with various regulations when installed according to the manufacturer's instructions.

*Meets UL 1741 only when installed with IQ System Controller 2 or 3.

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Easy to install

- Lightweight and compact with plug-and-play connectors
- Power line communication (PLC) between components
- Faster installation with simple two-wire cabling

High productivity and reliability

- Produces power even when the grid is down*
- More than one million cumulative hours of testing
- Class II double-insulated enclosure
- Optimized for the latest high-powered PV modules

Microgrid-forming

- Complies with the latest advanced grid support
- Remote automatic updates for the latest grid requirements
- Configurable to support a wide range of grid profiles
- Meets CA Rule 21 (UL 1741-SA) and IEEE 1547:2018 (UL 1741-SB)

NOTE:

- IQ8 Series Microinverters cannot be mixed together with previous generations of Enphase microinverters (IQ7 Series, IQ6 Series, and so on) in the same system.
- IQ Microinverters ship with default settings that meet North America's IEEE 1547 interconnection standard requirements. Region-specific adjustments may be requested by an Authority Having Jurisdiction (AHJ) or utility representative according to the IEEE 1547 interconnection standard. An IQ Gateway is required to make these changes during installation.

IQ8AC Microinverter

INPUT DATA (DC)	UNITS	IQ8AC-72-M-US
Commonly used module pairings [1]	W	295–500
Module compatibility	–	To meet compatibility, PV modules must be within the maximum input DC voltage and maximum module I_{sc} listed below. Module compatibility can be checked at https://enphase.com/installers/microinverters/calculator.
MPPT voltage range	V	28–45
Operating range	V	18–58
Minimum/Maximum start voltage	V	22/58
Max. input DC voltage	V	60
Max. continuous input DC current	A	14
Max. input DC short-circuit current	A	25
Max. module (I_{sc})	A	20
Overvoltage class DC port	–	II
DC port backfeed current	mA	0
PV array configuration	–	Ungrounded array; no additional DC side protection required; AC side protection requires max 20 A per branch circuit

OUTPUT DATA (AC)	UNITS	IQ8AC-72-M-US @240 VAC	IQ8AC-72-M-US @208 VAC
Peak output power	VA	366	350
Max. continuous output power	VA	349	345
Nominal grid voltage (L-L)	V	240, split-phase (L-L), 180°	208, single-phase (L-L), 120°
Minimum and maximum grid voltage [2]	V	211-264	183-229
Max. continuous output current	A	1.45	1.66
Nominal frequency	Hz	60	
Extended frequency range	Hz	47-68	
AC short circuit fault current over three cycles	Arms	2.70	
Max. units per 20 A (L-L) branch circuit [3]	–	11	9
Total harmonic distortion	%	< 5	
Overvoltage class AC port	–	III	
AC port backfeed current	mA	18	
Power factor setting	–	1.0	
Grid-tied power factor (adjustable)	–	0.85 leading ... 0.85 lagging	
Peak efficiency	%	97.3	97.2
CEC weighted efficiency	%	97.0	96.5
Nighttime power consumption	mW	30	22

MECHANICAL DATA	UNITS
Ambient temperature range	-40°C to 65°C (-40°F to 149°F)
Relative humidity range	4% to 100% (condensing)
DC connector type	Stäubli MC4
Dimensions (H × W × D); Weight	212 mm (8.3") × 175 mm (6.9") × 30.2 mm (1.2"); 1.1 kg (2.43 lbs)
Cooling	Natural convection – no fans
Approved for wet locations; Pollution degree	Yes; PD3
Enclosure	Class II double-insulated, corrosion-resistant polymeric enclosure
Environ. category; UV exposure rating	NEMA Type 6; outdoor

COMPLIANCE	
Certifications	CA Rule 21 (UL 1741-SA), UL 62109-1, IEEE 1547:2018 (UL 1741-SB), FCC Part 15 Class B, ICES-0003 Class B, CAN/CSA-C22.2 NO. 107.1-01 This product is UL Listed as PV rapid shutdown equipment and conforms with NEC 2014, NEC 2017, NEC 2020 and NEC 2023 section 690.12 and C22.1-2018 Rule 64-218 rapid shutdown of PV systems for AC and DC conductors when installed according to manufacturer's instructions.

(1) No enforced DC/AC ratio.
(2) Nominal voltage range can be extended beyond nominal if required by the utility.
(3) Limits may vary. Refer to local requirements to define the number of microinverters per branch in your area.

IQ8AC-MC4-DSH-00046-4.0-EN-US-2024-02-09

1726

SOLAR TREK

SOLAR TREK INC.
3347 SW 7TH ST.,
OCALA, FL 34474

REVISIONS		
DESCRIPTION	DATE	REV

DATE: 09/29/2025

PROJECT NAME

ELLEN PANTAZIS

2240 SE 5TH ST.,
OCALA, FL 34471

SHEET NAME
MICROINVERTER DATA SHEET

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
DS-03

Signature with Seal

Docusign Envelope ID: CB0E5213-F4D7-805D-80D0-8931C9297400

RECEIVED BY
CITY OF OCALA
GROWTH MANAGEMENT
10/28/2025

ENPHASE.

DATA SHEET

X-IQ-AM1-240-5-HDK
X-IQ-AM1-240-5C-HDK
X-IQ-AM1-240-5
X-IQ-AM1-240-5C

IQ Combiner 5/5C

The IQ Combiner 5/5C consolidates interconnection equipment into a single enclosure and streamlines IQ Series Microinverters and IQ Gateway installation by providing a consistent, pre-wired solution for residential applications. IQ Combiner 5/5C uses wired control communication and is compatible with IQ System Controller 3/3G and IQ Battery 5P.

The IQ Combiner 5/5C, IQ Series Microinverters, IQ System Controller 3/3G, and IQ Battery 5P provide a complete grid-agnostic Enphase Energy System.

IQ Series Microinverters
The high-powered smart grid-ready IQ Series Microinverters (IQ6, IQ7, and IQ8 Series) simplify the installation process.

IQ System Controller 3/3G
Provides microgrid interconnection device (MID) functionality by automatically detecting grid failures and seamlessly transitioning the home energy system from grid power to backup power.

IQ Battery 5P
Fully integrated AC battery system. Includes six field-replaceable IQ8D-BAT Microinverters.

IQ Load Controller
Helps prioritize essential appliances during a grid outage to optimize energy consumption and prolong battery life.

Enphase 5 year limited warranty

5-year limited warranty

NOM

UL CERTIFIED SAFETY US.CA SÉCURITÉ US.CA E341166

Smart
- Includes IQ Gateway for communication and control
- Includes Enphase Mobile Connect (CELLMODEM-M1-06-SP-05), only with IQ Combiner 5C
- Supports flexible networking: Wi-Fi, Ethernet, or cellular
- Provides production metering (revenue grade) and consumption monitoring

Easy to install
- Mounts to one stud with centered brackets
- Supports bottom, back, and side conduit entries
- Supports up to four 2-pole branch circuits for 240 VAC plug-in breakers (not included)
- 80 A total PV branch circuits
- Factory installed hold-down kit
- Bluetooth-based Wi-Fi provisioning for easy Wi-Fi setup

Reliable
- Durable NRTL-certified NEMA type 3R enclosure
- 5-year limited warranty
- 2-year labor reimbursement program coverage included for IQ Combiner SKUs*
- UL1741 Listed

*For country-specific warranty information, see the https://enphase.com/installers/resources/warranty page.

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IQ Combiner 5/5C

MODEL NUMBER	
IQ Combiner 5 (X-IQ-AM1-240-5/ X-IQ-AM1-240-5-HDK)	IQ Combiner 5 with IQ Gateway printed circuit board for integrated revenue-grade PV production metering (ANSI C12.20 ±0.5%), consumption monitoring (±2.5%), and IQ Battery monitoring (±2.5%). Includes a silver solar shield to deflect heat. IQ-AM1-240-5-HDK includes a factory installed hold-down kit compatible with all the circuit breakers mentioned in the **Accessories and Replacement Parts** section.
IQ Combiner 5C (X-IQ-AM1-240-5C / X-IQ-AM1-240-5C-HDK)	IQ Combiner 5C with IQ Gateway printed circuit board for integrated revenue-grade PV production metering (ANSI C12.20 ±0.5%), consumption monitoring (±2.5%), and IQ Battery monitoring (±2.5%). Includes Enphase Mobile Connect cellular modem (CELLMODEM-M1-06-SP-05)[1]. Includes a silver solar shield to deflect heat. IQ-AM1-240-5C-HDK includes a factory installed hold-down kit compatible with all the circuit breakers mentioned in the **Accessories and Replacement Parts** section.
WHAT'S IN THE BOX	
IQ Gateway printed circuit board	IQ Gateway is the platform for total energy management for comprehensive, remote maintenance, and management of the Enphase Energy System
Busbar	80 A busbar with support for one IQ Gateway breaker and four 20 A breakers for installing IQ Series Microinverters and IQ Battery 5P
IQ Gateway breaker	Circuit breaker, 2-pole, 10 A/15 A
Production CT	Pre-wired revenue-grade solid-core CT, accurate up to ±0.5%
Consumption CT	Two consumption metering clamp CTs, shipped with the box, accurate up to ±2.5%
IQ Battery CT	One battery metering clamp CT, shipped with the box, accurate up to ±2.5%
CTRL board	Control board for wired communication with IQ System Controller 3/3G and the IQ Battery 5P
Enphase Mobile Connect (only with IQ Combiner 5C)	4G-based LTE-M1 cellular modem (CELLMODEM-M1-06-SP-05) with a 5-year T-Mobile data plan
Accessories kit	Spare control headers for the COMMS-KIT-2 board
ACCESSORIES AND REPLACEMENT PARTS (NOT INCLUDED, ORDER SEPARATELY)	
CELLMODEM-M1-06-SP-05	4G-based LTE-M1 cellular modem with a 5-year T-Mobile data plan
CELLMODEM-M1-06-AT-05	4G-based LTE-M1 cellular modem with a 5-year AT&T data plan
Circuit breakers (off-the-shelf)	Supports Eaton BR2XX, Siemens Q2XX, and GE/ABB THQL21XX Series circuit breakers (XX represents 10, 15, 20, 30, 40, 50, or 60). Also supports Eaton BR220B, BR230B, and BR240B circuit breakers compatible with the hold-down kit.
Circuit breakers (provided by Enphase)	BRK-10A-2-240V, BRK-15A-2-240V, BRK-20A-2P-240V, BRK-15A-2P-240V-B, and BRK-20A-2P-240V-B (more details in the "Accessories" section)
XA-SOLARSHIELD-ES	Replacement solar shield for IQ Combiner 5/5C
XA-ENV2-PCBA-5	IQ Gateway replacement printed circuit board (PCB) for IQ Combiner 5/5C
X-IQ-NA-HD-125A	Hold-down kit compatible with Eaton BR-B Series circuit breakers (with screws). Not required for X-IQ-AM1-240-5-HDK/X-IQ-AM1-240-5C-HDK.
XA-COMMS2-PCBA-5	Replacement COMMS-KIT-2 printed circuit board (PCB) for IQ Combiner 5/5C
ELECTRICAL SPECIFICATIONS	
Rating	80 A
System voltage and frequency	120/240 VAC or 120/208 VAC, 60 Hz
Busbar rating	125 A
Fault current rating	10 kAIC
Maximum continuous current rating (input from PV/ storage)	64 A
Branch circuits (solar and/or storage)	Up to four 2-pole Eaton BR, Siemens Q, or GE/ABB THQL Series distributed generation (DG) breakers only (not included)
Maximum total branch circuit breaker rating (input)	80 A of distributed generation/95 A with IQ Gateway breaker included
IQ Gateway breaker	10 A or 15 A rating GE/Siemens/Eaton included
Production metering CT	200 A solid core pre-installed and wired to IQ Gateway

[1] A plug-and-play industrial-grade cell modem for systems of up to 60 microinverters. Available in the United States, Canada, Mexico, Puerto Rico, and the US Virgin Islands, where there is adequate cellular service in the installation area.

IQC-5-5C-DSH-00007-6.0-EN-US-2024-09-30

1727

SOLAR TREK

SOLAR TREK INC.
3347 SW 7TH ST.,
OCALA, FL 34474

REVISIONS

DESCRIPTION	DATE	REV

DATE: 09/29/2025

PROJECT NAME

ELLEN PANTAZIS
2240 SE 5TH ST.,
OCALA, FL 34471

SHEET NAME
IQ COMBINER DATA SHEET-1

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
DS-04

Signature with Seal

Docusign Envelope ID: CB0E5213-F4D7-805D-80D0-8931C9297400

RECEIVED BY
CITY OF OCALA
GROWTH MANAGEMENT
10/28/2025

HD HYUNDAI ENERGY SOLUTIONS

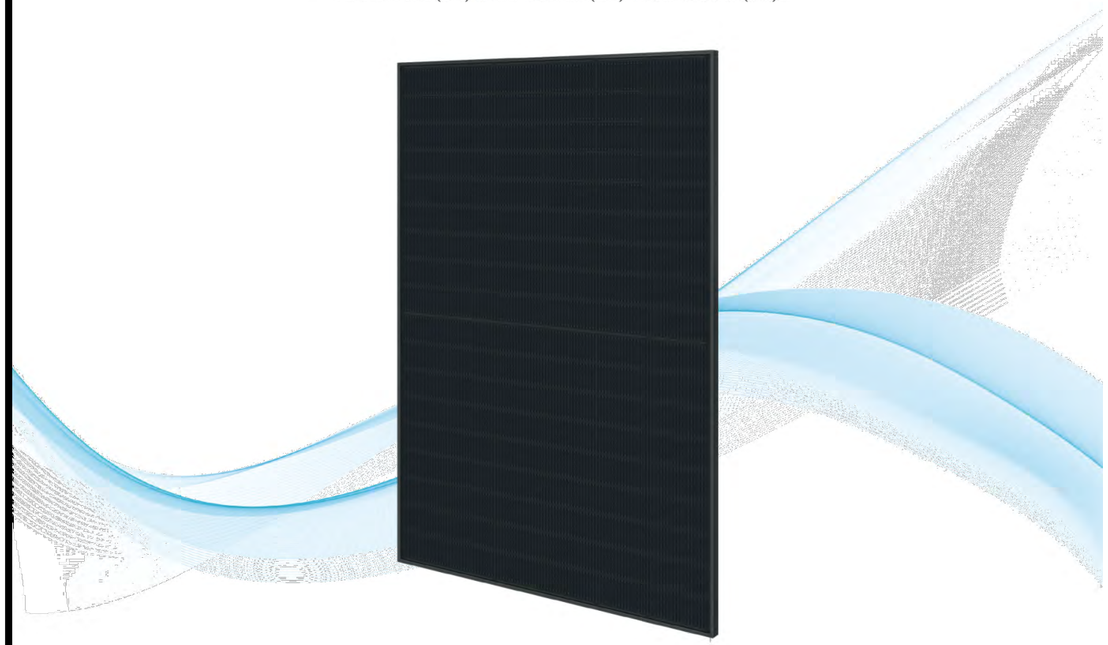
eng.hd-hyundaies.co.kr

HD HYUNDAI SOLAR MODULE

NF(BK) Series

Premium N-Type TOPCon Module

HiN-T430NF(BK) I HiN-T435NF(BK) I HiN-T440NF(BK)



22.53% High Efficiency

High-End TOPCon Technology

Higher Bifaciality

Long-Term Reliability

Compatible with Carport Applications

For Residential (Full Black Design)

Electrical Characteristics

HiN-TxxxNF(BK)		HiN-T430NF(BK)		HiN-T435NF(BK)		HiN-T440NF(BK)	
Item	Unit		BNPI		BNPI		BNPI
Nominal output (Pmax)	W	430	476	435	482	440	488
Open circuit voltage (Voc)	V	38.4	38.4	38.6	38.6	38.8	38.8
Short circuit current (Isc)	A	14.25	15.79	14.32	15.87	14.39	15.94
Voltage at Pmax (Vmpp)	V	31.9	31.9	32.1	32.1	32.3	32.3
Current at Pmax (Impp)	A	13.48	14.94	13.56	15.01	13.63	15.10
Module efficiency	%	22.02	24.40	22.28	24.68	22.53	25.00
Power Class Sorting	W	0 ~ +5					
Temperature coefficient of Pmax	%/K	-0.30					
Temperature coefficient of Voc	%/K	-0.25					
Temperature coefficient of Isc	%/K	0.046					
Bifaciality	%	80%±10%					

*STC : Irradiance 1,000 W/m², cell temperature 25℃, AM=1.5 / Test uncertainty for Pmax ±3%; Voc ±3%; Isc ±3%
**The electrical properties of BNPI are measured under the irradiance corresponding to 1000 W/m² on the module front and 135 W/m² on the module rear.

Additional Power Gain from rear side					
Pmpp gain	Pmpp[W]	Vmpp[V]	Impp[A]	Voc[V]	Isc[A]
5%	458	32.30	14.18	38.80	14.97
15%	493	32.30	15.27	38.80	16.12
25%	528	32.40	16.36	38.90	17.27

*Electrical characteristics with different rear power gain (reference to 440W)

Mechanical Characteristics

Dimensions	1,722mm (L) x 1,134mm (W) x 30mm (H) (67.8in x 44.6in x 1.2in)
Weight	24.5 kg (50.01lbs)
Solar Cells	N-Type TOPCon, 108 (6x18) monocrystalline 16BB half-cut bifacial cells
Output Cables	Cable : (+)1,200mm(47.2in), (-)1,200mm(47.2in) / Customized length available Connector : Stäubli MC4 genuine Connector / Compatible, IP68
Junction Box	3-part, 3 bypass diodes, IP68 rated
Construction	Front : 2.0mm(0.08in) semi-tempered solar glass with high transmittance and anti-reflective coating Rear : 2.0mm(0.08in) semi-tempered solar glass
Frame	Anodized aluminum alloy

Installation Safety Guide

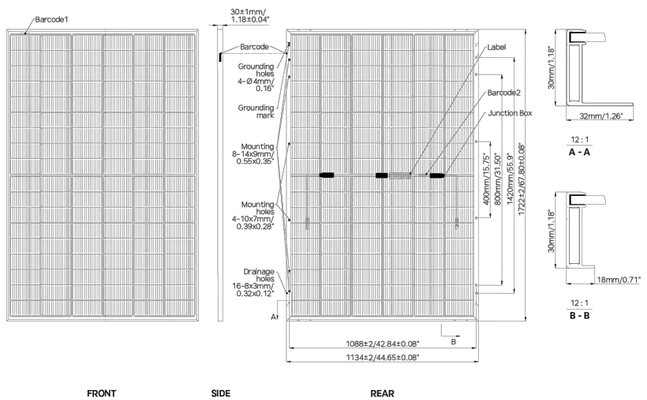
- Only qualified personnel should install or perform maintenance.
- Be aware of dangerous high DC voltage.
- Do not handle or install modules when they are wet.

Nominal Module Operation Temperature	44℃ ± 2℃
Operating Temperature	-40℃~+85℃
Maximum System Voltage	DC 1,500 V
Maximum Reverse Current	30A
Maximum Test Load *See Installation Manual	Front 5,400Pa *Rear 5,400Pa
Fire Performance	Type 29

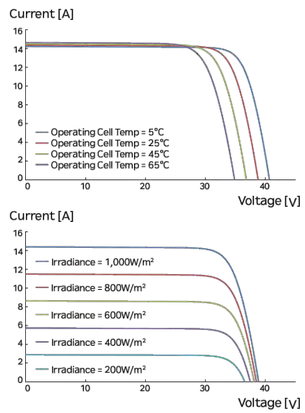
Shipping Configurations

Packing Direction	Vertical	Packing pallet weight (kg)	912
Container Size (HC)	40'	Modules Per Pallet (pcs)	36
Pallets Per Container	26	Modules Per Container (pcs)	936

Module Diagram (unit : mm)



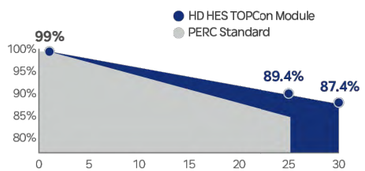
I-V Curves (HiN-T440NF(BK))



HD Hyundai's Warranty Provisions

25 YEARS
- 25-Year Product Warranty
  - Materials and workmanship

30 YEARS
- 30-Year Performance Warranty
  - First year degradation: 1%
  - Linear warranty after initial year: with 0.4%p annual degradation, 87.4% is guaranteed up to 30years



*Refer to HD HES standard warranty for details.

Certification

ISO kiwa PVEL

- ISO 9001 : Quality management systems
- ISO 14001 : Environmental management systems
- ISO 45001 : Occupational health and safety management systems
- UL 61730: Photovoltaic (PV) module safety qualification (CSA)
- IEC 61701: Salt mist corrosion testing
- IEC 62716: Ammonia corrosion testing
- IEC 62804: Potential Induced Degradation (PID) testing
- IEC 60068-2-68: Sand and dust testing for environmental durability

Sales & Marketing
hes.sales@hd.com

HD Hyundai Energy Solutions reserves the right to update or modify the specifications and features listed in this datasheet without prior notice. Always check the latest version of the datasheet for accurate information. Before using the product, please refer to the Installation and Operation Manual and Warranty. We retain the right of final interpretation.

HD HYUNDAI ENERGY SOLUTIONS

1728

SOLAR TREK

SOLAR TREK INC.
3347 SW 7TH ST.,
OCALA, FL 34474

REVISIONS		
DESCRIPTION	DATE	REV

DATE: 09/29/2025

PROJECT NAME

ELLEN PANTAZIS

2240 SE 5TH ST.,
OCALA, FL 34471

SHEET NAME
MODULE DATA SHEET-1

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
DS-01

Signature with Seal

Certificate Of Completion

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Signatures: 5
Certificate Pages: 5
Initials: 0
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Envelope Originator:
Amber Bartleson
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
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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: 5/13/2026 11:44:22 AM Viewed: 5/13/2026 12:54:08 PM Signed: 5/13/2026 12:54:36 PM
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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: 38.77.131.2	Sent: 5/13/2026 12:54:38 PM Viewed: 5/13/2026 1:21:17 PM Signed: 5/13/2026 1:21:31 PM
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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

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Signing Complete	Security Checked	5/13/2026 1:21:31 PM
Completed	Security Checked	5/13/2026 1:21:31 PM

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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.

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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.

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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 **TESHA JACKSON** ("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, and Artist agrees to serve, as Master of Ceremonies for an event that is approximately **SIX (6) HOURS** in length on **MAY 30, 2026,** beginning at **11:00 A.M,** and ending at **5:00P.M.** (the "Performance").
   A. The load in, set up and sound check time on the date of the Performance shall be at **10:00 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 **MLK WEBB FIELD, 1501 W SILVER SPRINGS BLVD, OCALA FL 34475** during the West Ocala Rhythm Fest (the "Event").
3. **COMPENSATION**. Artist shall be paid the total sum of **FIVE HUNDRED AND NO/100 DOLLARS ($500)** for the entire Performance (the "Performance Fee"). The Performance Fee shall be paid by check made payable to Artist known as **TESHA JACKSON** and shall be hand delivered to Artist immediately following the Performance unless the parties otherwise agree.
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.

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 shall 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 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.

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***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

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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 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

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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.

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 5/13/2026.

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

ARTIST:

DocuSigned by:
TESHA JACKSON
D67FC3A22D41455...

TeSha Jackson

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VENDOR'S ACKNOWLEDGEMENT AND AGREEMENT IN EXCHANGE FOR WAIVER OF INSURANCE REQUIREMENTS

THIS ACKNOWLEDGEMENT AND AGREEMENT is made by:

Tesha Jackson

VENDOR NAME 32 SE 9th Ave. #2 Ocala Fla. 34471

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 May 30, 2026 (IDENTIFY DATE HERE): EVENT DESCRIPTION: Rhythm Fest

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, 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.

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IN WITNESS WHEREOF, the VENDOR sets its hand this 6 day of May, 20 26.

VENDOR SIGNATURE

Tesha Jackson

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)

Docusign Envelope ID: 10B38781-4D27-8219-8174-D0B388A9FA62

IN WITNESS WHEREOF, the VENDOR sets its hand this 6 day of May, 2026.

TeSha Jackson
VENDOR SIGNATURE

TeSha Jackson
VENDOR PRINTED NAME

Richard Dennis

TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:

☒ **WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:**
5/7/2026 **(Date)**

☐ **WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE**
_____ **(Date)**

From: RPBusiness <RPBusiness@ocalafl.gov>
Sent: Thursday, May 7, 2026 10:02 AM
To: Richard Dennis <rdennis@ocalafl.gov>
Subject: FW: New Contract Requests - TeSha Jackson + Ernesto Pierson

Good morning Richard,

I have two more for you (hopefully the only ones for today).

Please see the waivers for two new performers for the upcoming West Rhythm Fest on May 29th for your approval. Tesha Jackson will be a new MC and Ernesto Pierson will be a new band to perform.

Danielle Cooper-Jackson
Business Services Administrator
City of Ocala Recreation & Parks
828 N.E. 8 Avenue, Ocala, FL 34470
Tel. 352-368-5528

Certificate Of Completion

Envelope Id: 10B38781-4D27-8219-8174-D0B388A9FA62
Status: Completed
Subject: FOR SIGNATURE - (REC/260743) TeSha Jackson - West Ocala Rhythm Fest
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
5/12/2026 4:00:56 PM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
TESHA JACKSON entconsultantbyteshaj@gmail.com Security Level: Email, Account Authentication (None)	DocuSigned by: TESHA JACKSON D67FC3A22D41455... Signature Adoption: Pre-selected Style Using IP Address: 2600:387:15:6010::3 Signed using mobile	Sent: 5/12/2026 4:03:20 PM Viewed: 5/13/2026 10:25:26 AM Signed: 5/13/2026 10:25:53 AM
Electronic Record and Signature Disclosure: Accepted: 5/13/2026 10:25:26 AM ID: ae267c85-0a49-430f-bdf7-f136d77a5e61		
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: 5/13/2026 10:25:54 AM Viewed: 5/13/2026 11:20:53 AM Signed: 5/13/2026 11:30:27 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: 5/13/2026 11:30:28 AM Viewed: 5/13/2026 3:00:50 PM Signed: 5/13/2026 3:03:26 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: 5/13/2026 3:03:28 PM Viewed: 5/13/2026 3:40:46 PM Signed: 5/13/2026 3:40:58 PM
Electronic Record and Signature Disclosure: Accepted: 5/13/2026 3:40:46 PM ID: bf646937-afe9-4949-9748-0af8b38f5e31		

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	5/12/2026 4:03:20 PM
Certified Delivered	Security Checked	5/13/2026 3:40:46 PM
Signing Complete	Security Checked	5/13/2026 3:40:58 PM
Completed	Security Checked	5/13/2026 3:40:58 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: F0487C1D-E210-8956-81CD-B87A540C85EF

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 **ERNESTO PIERSON** ("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 that is approximately **FORTY (40) MINUTES** in length on **MAY 30, 2026,** beginning at **1:00 P.M.,** and ending at **1:40 P.M.** (the "Performance").

   A. Artist will provide their own instruments for performance. The load in and set up on the date of the Performance shall be at **12:45P.M.** Artist will perform throughout the event zone during the event.

   B. Exact time of scheduled Performance may change at City's discretion.

2. **VENUE.** The Performance shall take place at an outdoor venue at **WEBB FIELD, 1501 W. SILVER SPRINGS BLVD., OCALA FL, 34475** during the West Ocala Rhythm Fest (the "Event").

3. **COMPENSATION**. Artist shall be paid the total sum of **SIX HUNDRED AND NO/100 DOLLARS ($600)** for the entire Performance (the "Performance Fee") payable via hand-delivery to Artist immediately following the Performance unless the parties otherwise agree.

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.

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.** City will provide Artist with an air-conditioned break room that is not a restroom and is not accessible to the public. The room will have a table and 2 chairs or a sturdy countertop. City will provide a parking space as close to the green room as possible. Artist will secure their own travel and transportation to and from the 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 contract term and following completion of the contract if the Artist does not transfer the records to the public agency.

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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 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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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 5/13/2026.

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

ARTIST:

By: DocuSigned by:
Ernesto Pierson
BE7A1BBB919C42C...

Ernesto Pierson
Printed Name of Signatory

Owner
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:

ERNESTO PIERSON / N.S.G.
VENDOR NAME

12718 S.E. 47TH AVE. BELLEVIEW, FL. 34420
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 _____ (IDENTIFY DATE HERE): EVENT DESCRIPTION: _____

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, 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.

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IN WITNESS WHEREOF, the VENDOR sets its hand this _____ day of _____, 20_____.

VENDOR SIGNATURE

ERNESTO PIERSON

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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Danielle Cooper-Jackson

From: Richard Dennis
Sent: Thursday, May 7, 2026 4:54 PM
To: RPBusiness
Subject: FW: New Contract Requests - TeSha Jackson + Ernesto Pierson
Attachments: Ernesto Pierson Vendor Forms.pdf; Tesha Jackson Waiver Form.pdf; Tesha Jackson Vendor Forms.pdf

IN WITNESS WHEREOF, the VENDOR sets its hand this _____ day of _____, 20_____.

VENDOR SIGNATURE

ERNESTO PIERSON
VENDOR PRINTED NAME

Richard Dennis

TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:

☒ **WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:**
5/7/2026 **(Date)**

☐ **WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE**
_____ **(Date)**

Certificate Of Completion

Envelope Id: F0487C1D-E210-8956-81CD-B87A540C85EF
Status: Completed
Subject: FOR SIGNATURE - (REC/260738) E.S.G. and Friends - West Ocala Rhythm Fest
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
5/12/2026 4:05:20 PM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Ernesto Pierson nesto2002@gmail.com Owner Security Level: Email, Account Authentication (None)	DocuSigned by: Ernesto Pierson BE7A1BBB919C42C... Signature Adoption: Pre-selected Style Using IP Address: 2603:9001:7200:2391:1dc0:b87e:fc57:2858 Signed using mobile	Sent: 5/12/2026 4:07:11 PM Viewed: 5/12/2026 6:13:23 PM Signed: 5/12/2026 6:18:48 PM
Electronic Record and Signature Disclosure: Accepted: 5/12/2026 6:13:23 PM ID: 8941f093-75a1-48a5-b9f0-07642e97d595		
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: 5/12/2026 6:18:49 PM Viewed: 5/13/2026 11:34:46 AM Signed: 5/13/2026 11:35:47 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: 5/13/2026 11:35:48 AM Viewed: 5/13/2026 2:56:50 PM Signed: 5/13/2026 3:00:27 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: 5/13/2026 3:00:28 PM Viewed: 5/13/2026 3:40:14 PM Signed: 5/13/2026 3:40:25 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 5/13/2026 3:40:14 PM ID: df9e53df-7fef-4be1-ac3d-10554415c9d4		

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	5/12/2026 4:07:11 PM
Certified Delivered	Security Checked	5/13/2026 3:40:14 PM
Signing Complete	Security Checked	5/13/2026 3:40:25 PM
Completed	Security Checked	5/13/2026 3:40:25 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 ARTWORK LOAN AND DISPLAY

THIS AGREEMENT FOR ARTWORK LOAN AND DISPLAY ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PATRICIA TOMLINSON** ("Artist").

WHEREAS, City is a municipality which regularly utilizes its public spaces to provide exhibit space to local and regional artists for the benefit, use, and enjoyment of its citizens and visitors; and

WHEREAS, Artist is the creator and exclusive owner of certain artwork identified and set forth in the attached **Exhibit A - Artwork** (the "Artwork") and all intellectual property rights therein; and

WHEREAS, Artist desires to loan the Artwork to City for public display and potential sale; and

WHEREAS, City agrees to display the Artwork in certain of its public spaces as set forth herein for the term of this Agreement for the benefit, use, and enjoyment of its citizens and visitors (hereinafter referred to as the "Exhibition").

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **RECITALS**. City and Artist hereby represent and warrant that the Recitals set forth above are true and correct.

2. **LOAN, USE, CREDIT, AND SALE OF ARTWORK.** Artist grants to City a loan of the Artwork for public display during the City of Ocala's **CREATIVE VOICES**, at **MARY SUE RICH COMMUNITY CENTER** located at **1821 NW 21ST AVENUE, OCALA FL, 34475** from **JUNE 16, 2026,** through **DECEMBER 17, 2026**.

   A. **Licensed Use.** Artist shall retain all copyrights and other intellectual property rights to the Artwork. Artist hereby expressly grants to City:

      (i) the right to display the Artwork in its public spaces; and

      (ii) an irrevocable right to photograph or film images of the Artwork and use such photographs and film for reproduction in publications now known or later developed by City or for educational, publicity or promotional purposes, provided that such use shall not be for commercial purposes. This grant shall survive the termination of this Agreement.

   B. **Artistic Credit.** City may display with the Artwork information identifying Artist as the creator of the Artwork ("Artistic Credit"). Artist shall be responsible for providing City with Artistic Credit information at the time that the Artwork is transferred to City.

   C. **City's Right to Refuse Artwork**. Artist acknowledges and agrees that City has the right to refuse to exhibit any piece of the Artwork in the City's sole discretion at any time and for any reason including, without limitation, available space, relevance, and content.

   D. **Sale of Artwork.** For any Artwork that has been selected by Artist to be for sale at the Exhibition, City shall include with its display of the Artistic Credit for the Artwork contact information for those persons interested in purchasing the Artwork. All sales and related negotiations for the Artwork shall be the sole responsibility of Artist. Any artwork sold during the Exhibition must remain on-site for the duration of the term of this Agreement, or any subsequent renewal term, unless authorized by City or its authorized representative. Artist shall pay to the City **THIRTY PERCENT (30%)** of the gross receipts generated from Artwork sales during the term of this

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agreement. City shall have the right to audit or to authorize audits of Artist's books, records, and accounts relevant to its obligations under this Agreement. If any audit performed by City discloses an under-reporting of gross receipts, Artist shall pay to City any amounts due under this Agreement within **FIFTEEN (15)** calendar days of written notice by City.

3. **LOAN PERIOD, RENEWAL AND TERMINATION.** The Artwork Loan Period ("Loan Period") shall begin on **JUNE 16, 2026,** and shall end on **DECEMBER 17, 2026**, unless otherwise renewed or terminated pursuant to this Agreement.

   A. **Renewal**. The Loan Period may be renewed or extended upon the written consent of both parties, which shall specify the length of the term and any additional consideration exchanged during such renewal.

   B. **Termination**. 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. City shall provide written notice of the termination to Artist and coordinate arrangements for the removal of the Artwork.

4. **TRANSFER, INSTALLATION, CARE, AND REMOVAL OF ARTWORK.** Artist shall deliver, or cause to be delivered, the Artwork to City on or before **JUNE 16, 2026**. Artist shall retrieve the Artwork, or cause the artwork to be retrieved, from City no earlier than **DECEMBER 17, 2026**, unless otherwise agreed to by the parties.

   A. **Delivery of Artwork**: City shall take possession of the Artwork at **MARY SUE RICH COMMUNITY CENTER,** located at **1821 NW 21ST AVENUE, OCALA FL, 34475**; or at such other City property or City website that the City deems appropriate from time to time. All costs incurred in connection with the delivery and/or shipment of the Artwork from the Artist to the City shall be borne by Artist. City has the right to relocate the Artwork to other City-owned sites during the Loan Period. City shall provide reasonable notice to Artist of its intent to relocate the Artwork, however, City's decision regarding relocation of the Artwork is final and may occur at any time.

   B. **Condition of Artwork Upon Transfer to City**: The City reserves the right to inspect and document the condition of the Artwork upon its transfer to the City. City will share any such documentation with Artist upon Artist's request. The City has the right to refuse to exhibit any piece of the Artwork as outlined in Paragraph 2(C) above. The absence of any notation in this Agreement as to the condition of the Artwork at the time it is received by City shall not be construed to mean that the Artwork was in good condition upon receipt.

   C. **Installation and De-Installation of Artwork**: Prior to installation, Artist shall assume all risk of loss or damage to the Artwork and shall take such measures as are reasonably necessary to protect the Artwork from loss or damage. City shall supervise the installation and de-installation of the Artwork while the Artwork is in the possession of City. Artist agrees to take all actions reasonably necessary to facilitate the City's timely, safe, and cost-effective installation and de-installation of the Artwork.

   D. **Surrender and Removal of Artwork**: The Artwork shall be returned or released to Artist or Artist's authorized representative. All costs incurred in connection with the delivery and/or shipment of the Artwork from the City to the Artist shall be borne by the Artist. City reserves the right to request the immediate removal of the Artwork from City's public spaces at any time by sending written notice to Artist.

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E. **Abandonment of Artwork:** Artist's failure to remove the Artwork within **SIXTY (60)** days after the expiration of this Agreement, or after otherwise being provided with written request from City for immediate removal of the Artwork, such Artwork shall be deemed to be abandoned and shall become property of City and City shall have the right to dispose of the Artwork and any other items related thereto in any manner deemed appropriate in the sole discretion of the City. Under no circumstances shall City be obligated to ship or otherwise transport the Artwork.

5. **CONSIDERATION** Artist acknowledges and agrees that as consideration for the services rendered by Artist under this Agreement, the City shall provide Artist with the opportunity to exhibit and market the Artwork in a public forum, thereby increasing Artist's recognition and likelihood of selling the Artwork. City shall not otherwise compensate Artist for use of the Artwork pursuant to this Agreement or reimburse Artist for any expenses incurred in providing the Artwork.

6. **ARTIST'S WARRANTIES AND REPRESENTATIONS**. Artist warrants and represents as follows:

   A. Artist is the sole owner of and has full legal title to all objects that constitute the Artwork under this Agreement;

   B. Artist has full authority and power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;

   C. The installation and removal of the Artwork will not unacceptably damage or alter the Artwork;

   D. The total value of the Artwork is in the amounts noted on the attached **Exhibit A - Artwork**.

   E. Nothing in the Artwork defames any person or entity, infringes upon any copyright, or otherwise violates the rights of any third party.

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

8. **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.

9. **INDEMNIFICATION.** Artist shall indemnify and hold harmless City and its elected officials, employees and volunteers against any and all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City may sustain or which may be asserted against City or its elected officials, employees, and volunteers arising out of the activities contemplated by this Agreement including, without limitation, any action, claim, suit, or liability based on a claim that work performed under this Agreement by Artist, or Artist's agents or subcontractors, constitutes an infringement of any patent, copyright, trademark, trade name, or other proprietary right of any kind. This Section shall survive the termination or other expiration of this Agreement. Artist shall advise City, in writing, within **TWENTY-FOUR (24)** hours of any known claim or demand made against the City or Artist relating to or arising out of Artist's activities under this Agreement.

10. **MAINTENANCE OR REPAIR OF ARTWORK.** City agrees to ensure that the Artwork will be maintained and protected to the extent practical. Except as otherwise set forth herein, Artist shall be solely responsible for any and all repair of the Artwork during its Exhibition including, but not limited to, repairs necessitated by damage, fabrication defects, or reasonable wear and tear due to the Artwork being displayed in a public location. In the event of such damage to the Artwork, City

shall provide reasonable notice to Artist of the occurrence. Artist shall supply City with written maintenance instructions for the Artwork as applicable. City can perform routine or preventative maintenance of the Artwork during the loan period. And City may de-install and surrender possession of the Artwork to Artist pursuant to Paragraph 4, above

11. **RISK OF LOSS DURING LOAN PERIOD.** Except as otherwise stated herein, upon acceptance of the Artwork by City, the risk of loss to the Artwork during the Loan Period shall be borne by the City.

    A. City shall list the Artwork on its schedule of insured property for which it is self-insured and on any property and casualty insurance purchased by the City for the benefit and protection of Artist in the event the Artwork is damaged or destroyed by an act which would be an insurable risk under either the City's self-insurance and/or purchased insurance protections, consistent with the City's legal ability to do so in accordance with the requirements and restrictions of Florida Statute § 768.28.

    B. During the Loan Period, the City shall insure the Artwork against damage or loss in an amount equal to the lesser of: (a) the amounts set forth in **Exhibit A - Artwork**; or (b) $15,000.00. The amounts set forth in **Exhibit A – Artwork** are the Artist's estimate of fair market value and does not preclude the City from later disputing the claimed fair market value.

    C. The City's obligation to provide insurance for the Artwork is solely for the duration of the Loan Period and only while the Artwork is in the possession and control of City. City shall have no liability for damage or destruction that may occur during transportation to or from the City, during installation, or during removal.

12. **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.

13. **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 email. All notices shall be addressed to the respective parties as follows:

If to Artist:	Patricia Tomlinson 2330 NE 8th Road Ocala, FL 34470 Phone: 352-723-5444 E-mail: ptomlinson@aihocala.org
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 Email: notices@ocalafl.gov

Docusign Envelope ID: 7D40C781-A39C-8818-83FC-F69FDC900339

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, FL 34471
Phone: 352-401-3972
E-Mail: cityattorney@ocalafl.gov

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

15. **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.

16. **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.

17. **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.

18. **ATTORNEY'S FEES.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) 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; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable

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attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

19. **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.
20. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
21. **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.
22. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
23. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
24. **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.
25. **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. This Agreement supersedes any previous agreements for the Artwork referenced herein.
26. **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.

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

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IN WITNESS WHEREOF, the parties have executed this Agreement on 5/18/2026.

ATTEST:

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

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Peter Lee
5BB28E162F2E4C2...

Peter Lee
City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

ARTIST

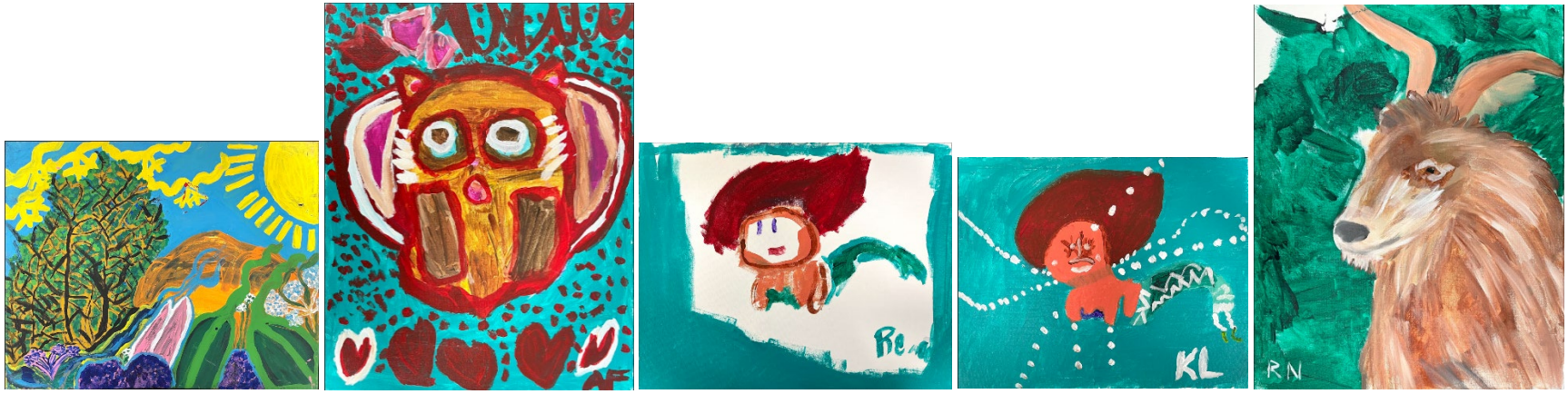
Signed by:
Patricia Tomlinson
324B2ECCCC54443...

Patricia Tomlinson

Docusign Envelope ID: 7D40C781-A39C-8818-83FC-F69FDC900339

Exhibit A- Artwork

Healing Arts/ June 16, 2026- December 16, 2026



1 16’’x 20’’ Acrylic $40	2 16’’x 20’’ Acrylic $40	3 16’’x 20’’ Acrylic $40	4 16’’x 20’’ Acrylic $40	5 16’’x 20’’ Acrylic $40

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Exhibit A- Artwork

Healing Arts/ June 16, 2026- December 16, 2026

6 16’’x 20’’ Acrylic $40	7 16’’x 20’’ Acrylic $40	8 16’’x 20’’ Acrylic $40	9 16’’x 20’’ Acrylic $40	10 16’’x 20’’ Acrylic $40

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Exhibit A- Artwork

Healing Arts/ June 16, 2026- December 16, 2026

11 16’’x 20’’ Acrylic $40	12 16’’x 20’’ Acrylic $40	13 16’’x 20’’ Acrylic $40	14 16’’x 20’’ Acrylic $40	15 16’’x 20’’ Acrylic $40

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Exhibit A- Artwork

Healing Arts/ June 16, 2026- December 16, 2026

16 16’’x 20’’ Acrylic $40	17 16’’x 20’’ Acrylic $40	18 16’’x 20’’ Acrylic $40	19 16’’x 20’’ Acrylic $40	20 16’’x 20’’ Acrylic $40

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Exhibit A- Artwork

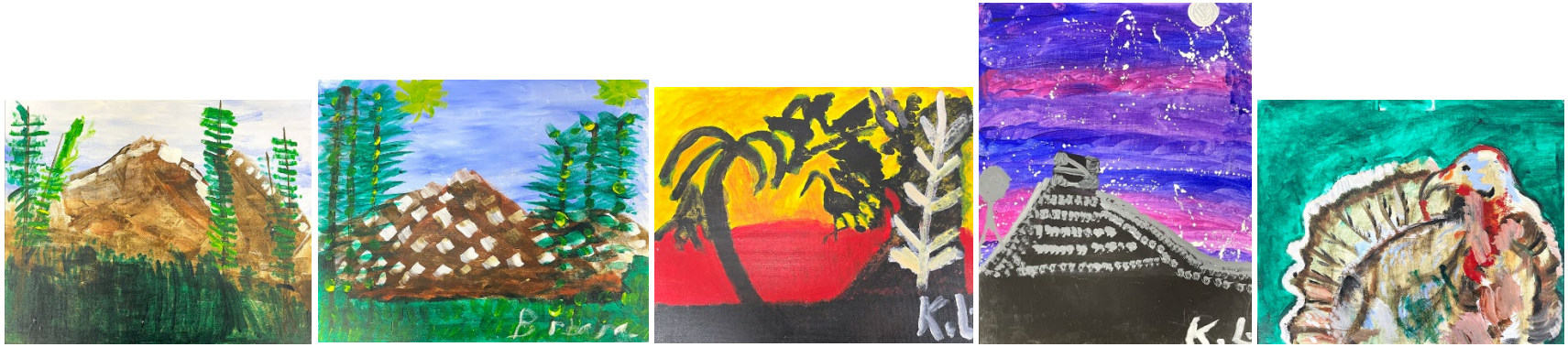
Healing Arts/ June 16, 2026- December 16, 2026

21 16’’x 20’’ Acrylic $40	22 16’’x 20’’ Acrylic $40	23 16’’x 20’’ Acrylic $40	24 16’’x 20’’ Acrylic $40	25 16’’x 20’’ Acrylic $40

Docusign Envelope ID: 7D40C781-A39C-8818-83FC-F69FDC900339

Exhibit A- Artwork

Healing Arts/ June 16, 2026- December 16, 2026



26 16’’x 20’’ Acrylic $40	27 16’’x 20’’ Acrylic $40	28 16’’x 20’’ Acrylic $40	29 16’’x 20’’ Acrylic $40	30 16’’x 20’’ Acrylic $40

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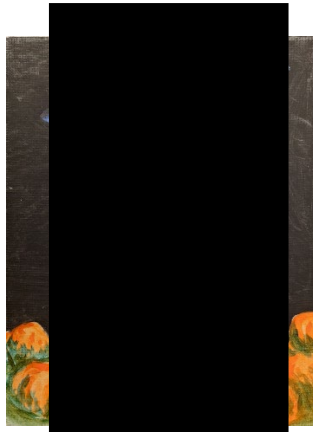
Exhibit A- Artwork

Healing Arts/ June 16, 2026- December 16, 2026



31 16’’x 20’’ Acrylic $40	32 16’’x 20’’ Acrylic $40	33 16’’x 20’’ Acrylic $40	34 16’’x 20’’ Acrylic $40	35 8’’ Ac $4

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Exhibit A- Artwork

Healing Arts/ June 16, 2026- December 16, 2026

36 8’’x10’’ Acrylic $40	37 9’’x11’’ Acrylic $40	38 11’’x14’’ Acrylic $40	39 11’’x14’’ Acrylic $40	40 11’’x14’’ Acrylic $40

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Exhibit A- Artwork

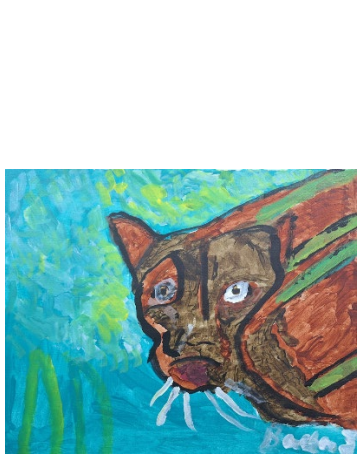
Healing Arts/ June 16, 2026- December 16, 2026

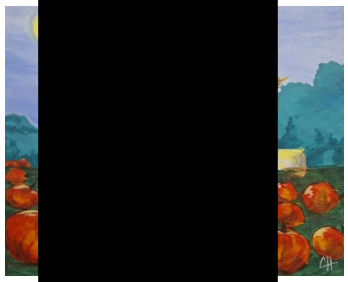
41 11’’x14’’ Acrylic $40	42 11’’x14’’ Acrylic $40	43 11’’x14’’ Acrylic $40	44 11’’x14’’ Acrylic $40	45 16’’x20’ Acrylic $40

Docusign Envelope ID: 7D40C781-A39C-8818-83FC-F69FDC900339

Exhibit A- Artwork

Healing Arts/ June 16, 2026- December 16, 2026





46 16’’x20’’ Acrylic $40	47 16’’x20’’ Acrylic $40	48 16’’x20’’ Acrylic $40	49 16 Ac $4	50 16’’x20’ Acrylic $40

[redacted]

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Exhibit A- Artwork

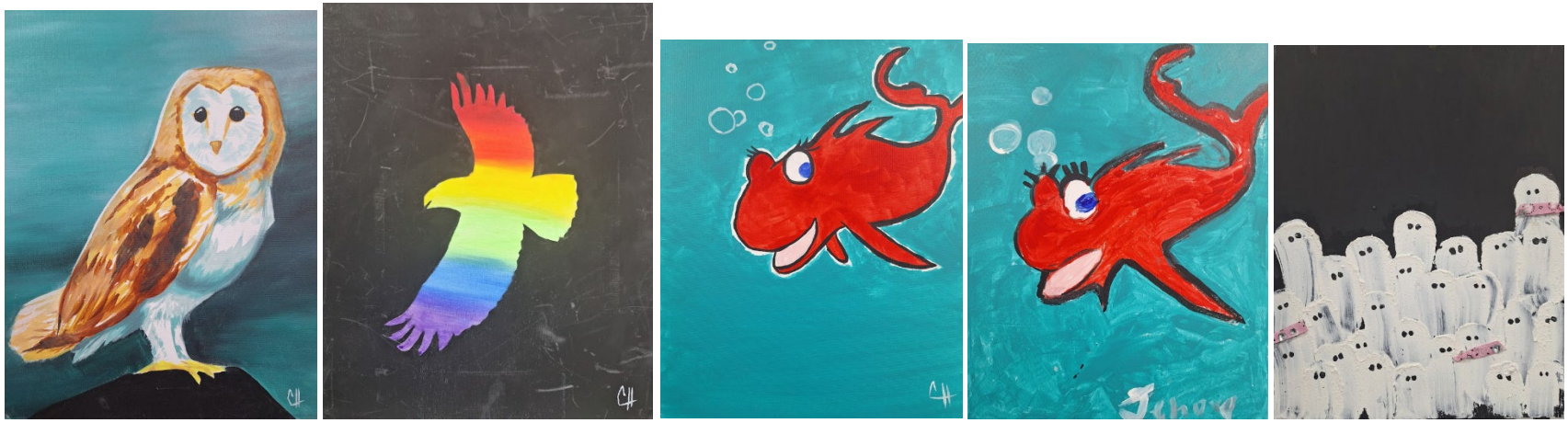
Healing Arts/ June 16, 2026- December 16, 2026

51 16’’x20’’ Acrylic $40	52 16’’x20’’ Acrylic $40	53 16’’x20’’ Acrylic $40	54 16’’x20’’ Acrylic $40	55 16’’x20’ Acrylic $40

Docusign Envelope ID: 7D40C781-A39C-8818-83FC-F69FDC900339

Exhibit A- Artwork

Healing Arts/ June 16, 2026- December 16, 2026



56 16’’x20’’ Acrylic $40	57 16’’x20’’ Acrylic $40	58 16’’x20’’ Acrylic $40	59 16’’x20’’ Acrylic $40	60 16’’x20’ Acrylic $40

Docusign Envelope ID: 7D40C781-A39C-8818-83FC-F69FDC900339

VENDOR'S ACKNOWLEDGEMENT AND AGREEMENT IN EXCHANGE FOR WAIVER OF INSURANCE REQUIREMENTS

THIS ACKNOWLEDGEMENT AND AGREEMENT is made by:

Arts in Health Ocala Metro

VENDOR NAME

2330 NE 8th Rd., Ocala, FL 34470

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 6/16/2026 through 12/17/2026 (IDENTIFY DATE HERE): EVENT DESCRIPTION:

City of Ocala, Art in City Spaces Exhibit at Mary Sue Rich Community Center at Reed Place

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, 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.

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IN WITNESS WHEREOF, the VENDOR sets its hand this 1 day of April, 2026.

VENDOR SIGNATURE

Patricia Tomlinson, Executive Director

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)

Docusign Envelope ID: 7D40C781-A39C-8818-83FC-F69FDC900339

IN WITNESS WHEREOF, the VENDOR sets its hand this 1 day of April, 2026.

VENDOR SIGNATURE

Patricia Tomlinson, Executive Director

VENDOR PRINTED NAME

TED BY CITY AFTER EXECUTION BY VENDOR:

☒ WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:
./7/2026 (Date)

☐ WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE
_____ (Date)

Certificate Of Completion

Envelope Id: 7D40C781-A39C-8818-83FC-F69FDC900339
Status: Completed
Subject: SIGNATURE - (GRM/260702) Artwork Loan and Display - Patricia Tomlinson
Source Envelope:
Document Pages: 22
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
5/8/2026 8:33:32 AM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Patricia Tomlinson ptomlinson@aihocala.org Security Level: Email, Account Authentication (None)	Signed by: Patricia Tomlinson 324B2ECCCC54443... Signature Adoption: Pre-selected Style Using IP Address: 38.34.245.155	Sent: 5/8/2026 8:35:00 AM Viewed: 5/13/2026 9:50:53 AM Signed: 5/13/2026 9:51:38 AM
Electronic Record and Signature Disclosure: Accepted: 5/13/2026 9:50:53 AM ID: 1ffab45e-87f2-4103-bfa0-e620e6c8a164		
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: 5/13/2026 9:51:39 AM Viewed: 5/13/2026 11:30:54 AM Signed: 5/13/2026 11:34:28 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
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: 2600:387:f:6ea8::2 Signed using mobile	Sent: 5/13/2026 11:34:30 AM Viewed: 5/18/2026 8:57:34 AM Signed: 5/18/2026 8:57:47 AM
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: 5/18/2026 8:57:49 AM Viewed: 5/18/2026 9:01:59 AM Signed: 5/18/2026 9:02:13 AM
Electronic Record and Signature Disclosure: Accepted: 5/18/2026 9:01:59 AM ID: c9675538-b9f0-4f99-b2d3-11caf3033ae3		

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	5/8/2026 8:35:00 AM
Certified Delivered	Security Checked	5/18/2026 9:01:59 AM
Signing Complete	Security Checked	5/18/2026 9:02:13 AM
Completed	Security Checked	5/18/2026 9:02:13 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 ARTWORK LOAN AND DISPLAY

THIS AGREEMENT FOR ARTWORK LOAN AND DISPLAY ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **LINDA BOURASSA** ("Artist").

WHEREAS, City is a municipality which regularly utilizes its public spaces to provide exhibit space to local and regional artists for the benefit, use, and enjoyment of its citizens and visitors; and

WHEREAS, Artist is the creator and exclusive owner of certain artwork identified and set forth in the attached **Exhibit A - Artwork** (the "Artwork") and all intellectual property rights therein; and

WHEREAS, Artist desires to loan the Artwork to City for public display and potential sale; and

WHEREAS, City agrees to display the Artwork in certain of its public spaces as set forth herein for the term of this Agreement for the benefit, use, and enjoyment of its citizens and visitors (hereinafter referred to as the "Exhibition").

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **RECITALS**. City and Artist hereby represent and warrant that the Recitals set forth above are true and correct.
2. **LOAN, USE, CREDIT, AND SALE OF ARTWORK.** Artist grants to City a loan of the Artwork for public display during the City of Ocala's **THROUGH THE LOOKING GLASS**, at the **EIGHTH AVENUE ADULT ACTIVITY CENTER** located at **830 NE EIGHTH AVE, OCALA FL, 34470** from **JUNE 15, 2026** through **DECEMBER 16, 2026**.
   A. **Licensed Use.** Artist shall retain all copyrights and other intellectual property rights to the Artwork. Artist hereby expressly grants to City:
      (i) the right to display the Artwork in its public spaces; and
      (ii) an irrevocable right to photograph or film images of the Artwork and use such photographs and film for reproduction in publications now known or later developed by City or for educational, publicity or promotional purposes, provided that such use shall not be for commercial purposes. This grant shall survive the termination of this Agreement.
   B. **Artistic Credit.** City may display with the Artwork information identifying Artist as the creator of the Artwork ("Artistic Credit"). Artist shall be responsible for providing City with Artistic Credit information at the time that the Artwork is transferred to City.
   C. **City's Right to Refuse Artwork**. Artist acknowledges and agrees that City has the right to refuse to exhibit any piece of the Artwork in the City's sole discretion at any time and for any reason including, without limitation, available space, relevance, and content.
   D. **Sale of Artwork.** For any Artwork that has been selected by Artist to be for sale at the Exhibition, City shall include with its display of the Artistic Credit for the Artwork contact information for those persons interested in purchasing the Artwork. All sales and related negotiations for the Artwork shall be the sole responsibility of Artist. Any artwork sold during the Exhibition must remain on-site for the duration of the term of this Agreement, or any subsequent renewal term, unless authorized by City or its authorized representative. Artist shall pay to the City **THIRTY PERCENT (30%)** of the gross receipts generated from Artwork sales during the term of this agreement. City shall have the right to audit or to authorize audits of Artist's books, records, and accounts relevant to its obligations under this Agreement. If any audit performed by City discloses an under-reporting of gross receipts, Artist shall pay to City any amounts due under this Agreement within **FIFTEEN (15)** calendar days of written notice by City.

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3. **LOAN PERIOD, RENEWAL AND TERMINATION.** The Artwork Loan Period ("Loan Period") shall begin on **JUNE 15, 2026** and shall end on **DECEMBER 16, 2026**, unless otherwise renewed or terminated pursuant to this Agreement.
   A. **Renewal**. The Loan Period may be renewed or extended upon the written consent of both parties, which shall specify the length of the term and any additional consideration exchanged during such renewal.
   B. **Termination**. 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. City shall provide written notice of the termination to Artist and coordinate arrangements for the removal of the Artwork.
4. **TRANSFER, INSTALLATION, CARE, AND REMOVAL OF ARTWORK.** Artist shall deliver, or cause to be delivered, the Artwork to City on or before **JUNE 15, 2026**. Artist shall retrieve the Artwork, or cause the artwork to be retrieved, from City no earlier than **DECEMBER 16, 2026**, unless otherwise agreed to by the parties.
   A. **Delivery of Artwork**: City shall take possession of the Artwork at **EIGHTH AVENUE ADULT ACTIVITY CENTER,** located at **830 NE EIGHTH AVE, OCALA FL, 34470**; or at such other City property or City website that the City deems appropriate from time to time. All costs incurred in connection with the delivery and/or shipment of the Artwork from the Artist to the City shall be borne by Artist. City has the right to relocate the Artwork to other City-owned sites during the Loan Period. City shall provide reasonable notice to Artist of its intent to relocate the Artwork, however, City's decision regarding relocation of the Artwork is final and may occur at any time.
   B. **Condition of Artwork Upon Transfer to City**: The City reserves the right to inspect and document the condition of the Artwork upon its transfer to the City. City will share any such documentation with Artist upon Artist's request. The City has the right to refuse to exhibit any piece of the Artwork as outlined in Paragraph 2(C) above. The absence of any notation in this Agreement as to the condition of the Artwork at the time it is received by City shall not be construed to mean that the Artwork was in good condition upon receipt.
   C. **Installation and De-Installation of Artwork**: Prior to installation, Artist shall assume all risk of loss or damage to the Artwork and shall take such measures as are reasonably necessary to protect the Artwork from loss or damage. City shall supervise the installation and de-installation of the Artwork while the Artwork is in the possession of City. Artist agrees to take all actions reasonably necessary to facilitate the City's timely, safe, and cost-effective installation and de-installation of the Artwork.
   D. **Surrender and Removal of Artwork**: The Artwork shall be returned or released to Artist or Artist's authorized representative. All costs incurred in connection with the delivery and/or shipment of the Artwork from the City to the Artist shall be borne by the Artist. City reserves the right to request the immediate removal of the Artwork from City's public spaces at any time by sending written notice to Artist.
   E. **Abandonment of Artwork:** Artist's failure to remove the Artwork within **SIXTY (60)** days after the expiration of this Agreement, or after otherwise being provided with written request from City for immediate removal of the Artwork, such Artwork shall be deemed to be abandoned and shall become property of City and City shall have the right to dispose of the Artwork and any other items related thereto in any manner deemed appropriate in the sole discretion of the City. Under no circumstances shall City be obligated to ship or otherwise transport the Artwork.
5. **CONSIDERATION** Artist acknowledges and agrees that as consideration for the services rendered by Artist under this Agreement, the City shall provide Artist with the opportunity to exhibit and market the Artwork in a public forum, thereby increasing Artist's recognition and likelihood of selling

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the Artwork. City shall not otherwise compensate Artist for use of the Artwork pursuant to this Agreement or reimburse Artist for any expenses incurred in providing the Artwork.

6. **ARTIST'S WARRANTIES AND REPRESENTATIONS**. Artist warrants and represents as follows:
   A. Artist is the sole owner of and has full legal title to all objects that constitute the Artwork under this Agreement;
   B. Artist has full authority and power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;
   C. The installation and removal of the Artwork will not unacceptably damage or alter the Artwork;
   D. The total value of the Artwork is in the amounts noted on the attached **Exhibit A - Artwork**.
   E. Nothing in the Artwork defames any person or entity, infringes upon any copyright, or otherwise violates the rights of any third party.
7. **ASSIGNMENT.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.
8. **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.
9. **INDEMNIFICATION.** Artist shall indemnify and hold harmless City and its elected officials, employees and volunteers against any and all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City may sustain or which may be asserted against City or its elected officials, employees, and volunteers arising out of the activities contemplated by this Agreement including, without limitation, any action, claim, suit, or liability based on a claim that work performed under this Agreement by Artist, or Artist's agents or subcontractors, constitutes an infringement of any patent, copyright, trademark, trade name, or other proprietary right of any kind. This Section shall survive the termination or other expiration of this Agreement. Artist shall advise City, in writing, within **TWENTY-FOUR (24)** hours of any known claim or demand made against the City or Artist relating to or arising out of Artist's activities under this Agreement.
10. **MAINTENANCE OR REPAIR OF ARTWORK.** City agrees to ensure that the Artwork will be maintained and protected to the extent practical. Except as otherwise set forth herein, Artist shall be solely responsible for any and all repair of the Artwork during its Exhibition including, but not limited to, repairs necessitated by damage, fabrication defects, or reasonable wear and tear due to the Artwork being displayed in a public location. In the event of such damage to the Artwork, City shall provide reasonable notice to Artist of the occurrence. Artist shall supply City with written maintenance instructions for the Artwork as applicable. City can perform routine or preventative maintenance of the Artwork during the loan period. And City may de-install and surrender possession of the Artwork to Artist pursuant to Paragraph 4, above
11. **RISK OF LOSS DURING LOAN PERIOD.** Except as otherwise stated herein, upon acceptance of the Artwork by City, the risk of loss to the Artwork during the Loan Period shall be borne by the City.
    A. City shall list the Artwork on its schedule of insured property for which it is self-insured and on any property and casualty insurance purchased by the City for the benefit and protection of Artist in the event the Artwork is damaged or destroyed by an act which would be an insurable risk under either the City's self-insurance and/or purchased insurance protections, consistent

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with the City's legal ability to do so in accordance with the requirements and restrictions of Florida Statute § 768.28.

B. During the Loan Period, the City shall insure the Artwork against damage or loss in an amount equal to the lesser of: (a) the amounts set forth in **Exhibit A - Artwork**; or (b) $15,000.00. The amounts set forth in **Exhibit A – Artwork** are the Artist's estimate of fair market value and does not preclude the City from later disputing the claimed fair market value.

C. The City's obligation to provide insurance for the Artwork is solely for the duration of the Loan Period and only while the Artwork is in the possession and control of City. City shall have no liability for damage or destruction that may occur during transportation to or from the City, during installation, or during removal.

12. **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.

13. **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 email. All notices shall be addressed to the respective parties as follows:

If to Artist:	Linda Bourassa 1056 Russell Loop The Villages, FL 32162 Phone: 901-335-0197 E-mail: linda@bourassa-art.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 Email: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, FL 34471 Phone: 352-401-3972 E-Mail: cityattorney@ocalafl.gov

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

15. **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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16. **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.
17. **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.
18. **ATTORNEY'S FEES.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) 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; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
19. **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.
20. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
21. **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.

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22. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
23. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
24. **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.
25. **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. This Agreement supersedes any previous agreements for the Artwork referenced herein.
26. **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 5/18/2026.

ATTEST:

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

Angel B. Jacobs
City Clerk

CITY OF OCALA:

DocuSigned by:
Peter Lee
5BB28E162F2E4C2...

Peter Lee
City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

ARTIST:

DocuSigned by:
Linda Bourassa
1185D6F219EB474...

Linda Bourassa

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Exhibit A- Artwork

Through the Looking Glass/ June 15, 2026- December 16, 2026

Memories of the Sea 36” x 36” Acrylic $800	Glory of Sunset 36” x 36” Acrylic $600	Pink Peony 30” x 40” Acrylic $600	Taking a Break 24” x 24” Acrylic $400

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Exhibit A- Artwork

Through the Looking Glass/ June 15, 2026- December 16, 2026

On the Dock 24" x 24" Acrylic $400	Reflections at the Bok 24" x 24" Acrylic $400	Contemplation II 24" x 24" Acrylic $400	Beside the Stream 24" x 24" Acrylic $400

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Exhibit A- Artwork

Through the Looking Glass/ June 15, 2026- December 16, 2026

Red Honeysuckle 24” x 24” Acrylic $400	Mother Nature 30” x 40” Acrylic $600

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VENDOR'S ACKNOWLEDGEMENT AND AGREEMENT IN EXCHANGE FOR WAIVER OF INSURANCE REQUIREMENTS

THIS ACKNOWLEDGEMENT AND AGREEMENT is made by:

LINDA BOURASSA

VENDOR NAME

1056 Russell Loop, The Villages, FL 32162

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 June 15 – Dec. 16, 2026 (IDENTIFY DATE HERE): EVENT DESCRIPTION:

Bourassa Art Show "Through The Looking Glass"

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, 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.

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IN WITNESS WHEREOF, the VENDOR sets its hand this 1ST day of April, 2026.

Linda Bourassa

VENDOR SIGNATURE

LINDA BOURASSA

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)

Docusign Envelope ID: 7045F27E-761C-86B4-815F-55F95F67D110

IN WITNESS WHEREOF, the VENDOR sets its hand this 1ST day of April, 2026.

Linda Bourassa

VENDOR SIGNATURE

LINDA BOURASSA

VENDOR PRINTED NAME

Richard Dennis

TO BE COMPLETED BY CITY AFTER EXECUTION BY VENDOR:

☒ WAIVER GRANTED BY RISK MANAGEMENT REPRESENTATIVE:
4/2/2026 (Date)

☐ WAIVER REQUEST DENIED BY RISK MANAGEMENT REPRESENTATIVE
_____ (Date)

Certificate Of Completion

Envelope Id: 7045F27E-761C-86B4-815F-55F95F67D110
Status: Completed
Subject: SIGNATURE - (GRM/260625) Agreement for Artwork Loan and Display - Linda Bourassa
Source Envelope:
Document Pages: 12
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
5/8/2026 4:30:14 PM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Linda Bourassa linda@bourassa-art.com Security Level: Email, Account Authentication (None)	DocuSigned by: 1185D6F219EB474... Signature Adoption: Drawn on Device Using IP Address: 2601:883:8340:1b0:25de:23be:59c0:2de8	Sent: 5/8/2026 4:31:39 PM Viewed: 5/9/2026 4:32:30 PM Signed: 5/9/2026 4:38:08 PM
Electronic Record and Signature Disclosure: Accepted: 5/9/2026 4:32:30 PM ID: 44fcac93-ef22-4c95-9e98-a903eb41279e		
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: 5/9/2026 4:38:10 PM Viewed: 5/13/2026 12:27:13 PM Signed: 5/13/2026 12:32:51 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
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: 2600:387:f:6ea8::2 Signed using mobile	Sent: 5/13/2026 12:32:53 PM Viewed: 5/18/2026 8:58:31 AM Signed: 5/18/2026 8:58:41 AM
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: 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/18/2026 8:58:42 AM Viewed: 5/18/2026 9:01:34 AM Signed: 5/18/2026 9:01:46 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 5/18/2026 9:01:34 AM ID: b229acf7-4dba-4450-8c1e-26ff4be363e2		

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	5/8/2026 4:31:39 PM
Certified Delivered	Security Checked	5/18/2026 9:01:34 AM
Signing Complete	Security Checked	5/18/2026 9:01:46 AM
Completed	Security Checked	5/18/2026 9:01:46 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.

Docusign Envelope ID: 1DF12103-5EDB-8F14-80DE-ACD6234A55E5

FIRST AMENDMENT TO MASTER SERVICES AGREEMENT

THIS FIRST AMENDMENT TO MASTER SERVICES AGREEMENT ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City" or "Client") and **DATACAPABLE, INC.,** a for-profit corporation duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN: 58-2246694) ("DataCapable").

WHEREAS, on February 19, 2026, City and DataCapable entered into a Master Services Agreement (the "Original Agreement"), City of Ocala Contract No.: ELE/260350; and

WHEREAS, after the full execution of the Original Agreement, it was determined that the Original Agreement contained conflicting language, ambiguities and other provisions the City wished to revise; and

WHEREAS, DataCapable is amenable to said revisions; and

WHEREAS, City and DataCapable wish to amend the Original Agreement to incorporate the revised mutually agreed-upon provisions.

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

1. **RECITALS**. City and DataCapable 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 DataCapable, attached hereto as **Exhibit A**, 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. If there is a conflict between the terms and conditions contained in this First Amendment and the Original Agreement, the terms and conditions in this First Amendment shall control.
3. **AMENDMENT TO PARAGRAPH 2**. The language in Paragraph 2 is hereby deleted and replaced in its entirety with the following:

   The initial term of this Agreement is for a period of **ONE (1) YEAR** commencing on the effective date (the "Initial Term"), unless terminated earlier in accordance with section 2.2. The Initial Term together with any and all Renewal Terms are referred to in this Agreement as the "Term." Unless otherwise mutually agreed in writing, any Statement of Work (SOW) the duration of which extends beyond the termination of this Agreement will continue for the term specified in such SOW and shall continue to be governed by the terms and conditions of this Agreement.
4. **AMENDMENT TO PARAGRAPH 6.3.** The language in Paragraph 6.3 is hereby deleted and replaced in its entirety with the following:

   A finance charge of 1.5% per month on the unpaid amount of an invoice will be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Client will pay any attorneys' fees, court costs, or other costs DataCapable may incur in collection of delinquent accounts. If Client has outstanding, past due invoices more than fifteen (15) days, DataCapable may suspend performing other work. A suspension of work due to Client's failure to make required payments may result in additional time to perform the Services required by any SOW and increased costs/fees.

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5. **DELETION OF PARAGRAPH 15**. Paragraph 15, and its sub-paragraphs are deleted in their entirety.
6. **AMENDMENT TO STATEMENT OF WORK**. Paragraph 3 in the Statement of Work is hereby deleted and replaced in its entirety with the following:

   The term of this SOW shall begin on the License Start Date specified in the attached Proposal and Pricing (Schedule 1) and shall continue for a period of one (1) year, unless terminated in accordance with the Master Services Agreement.
7. **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.
8. **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.
9. **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 DataCapable:	DataCapable, Inc. Attention: Lucas Baerg 2093 Philadelphia Pike #4846 Claymont, Delaware 19703 E-mail: lucas@datacapable.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

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10. **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.
11. **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 original First Amendment for all purposes.
12. **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.

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

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C88E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by:
Janice Mitchell
55198B43858A451...

Janice Mitchell
Chief Financial Officer

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

DATACAPABLE, INC.

Signed by:
Lucas Baerg
B4EA25C6FA2047E...

By: Lucas Baerg
(Printed Name)

Title: CFO
(Title)

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement"), effective January 1, 2026 (the "Effective Date"), is between Ocala Electric Utilities, doing business as Ocala Electric Utilities, with its principal office at 201 SE 3rd St, Ocala, FL 34471 ("Client"), and DataCapable, Inc., a Delaware corporation located at 2093 Philadelphia Pike #4846, Claymont, DE 19703 ("DataCapable"). Client and DataCapable, from time to time herein, shall collectively be referred to as "Parties," and individually, each a "Party."

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is to state the terms and conditions: under which: (i) Client will license DataCapable's software platform, including without limitation situational awareness systems, event visualization tools, and data analytics services; and (ii) DataCapable will provide related professional services (the "Services") as defined more specifically in Section 3, below, and in Exhibit A hereto. This Agreement shall be the Master Agreement between the Parties and the terms and conditions herein shall govern any Purchase Order ("PO") and Statement of Work ("SOW") and all transactions between DataCapable and Client carried out pursuant to any PO and SOW.

2. TERM.

2.1. Term. The initial term of this Agreement is for a period of five (5) years commencing upon the Effective Date (the "Initial Term"), unless earlier terminated in accordance with this Section 2. ~~This Agreement shall automatically renew for successive five (5) year periods (each, a "Renewal Term"), unless Client has notified DataCapable of its intention not to renew at least ninety (90) calendar days prior to the end of the then current Term.~~ The Initial Term together with any and all Renewal Terms are referred to in this Agreement as the "Term." Unless otherwise mutually agreed in writing, any SOW the duration of which extends beyond the termination of this Agreement will continue for the term specified in such SOW and shall continue to be governed by the terms and conditions of this Agreement.

Initial LB

2.2. Termination. Either Party may terminate this Agreement, any SOW, or any of the Services provided hereunder, with or without cause, upon ninety (90) calendar days written notice prior to the end of the term of any SOW. Either Party may terminate this Agreement immediately by written notice delivered to the other Party if (i) the other Party voluntarily files a petition in bankruptcy, (ii) the other Party is adjudicated bankrupt or insolvent pursuant to an order or judgment entered by a court of competent jurisdiction that is no longer subject to appeal and has become final, (iii) the other Party makes an assignment for the benefit of creditors or (iv) a receiver is appointed for the other Party or for its business and such receiver is not discharged within ninety (90) days after such appointment.

2.3. Effect of Expiration or Termination. Without prejudice to any other remedy for breach of this Agreement, upon the expiration or termination of this Agreement, no Party shall be relieved of any liability arising out of any breach of this Agreement prior to expiration or termination, and no Party will be released from the payment of any sum

owed to another Party for services rendered prior to such expiration or termination or the performance of any obligation for which payment has been received. Upon the expiration or termination of this Agreement, DataCapable shall promptly transfer, assign, and make available to Client, all property and materials in DataCapable's possession or control belonging to Client.

3. SERVICES. DataCapable will provide to Client all services (the "Services") set forth in any SOW attached as an exhibit to this Agreement. Each SOW attached as a schedule to this Agreement, including without limitation, the specific SOW attached hereto as Exhibit A. Fees for the Services are allocated between the software license and the provision of related professional services, as more fully set forth in each SOW. Each SOW is incorporated herein by reference. References to this "Agreement" include this Agreement and each SOW in effect from time to time after the Effective Date. Unless otherwise defined in an SOW, capitalized terms herein shall have the meaning ascribed to them in the Agreement. Unless otherwise stated in an SOW, DataCapable shall use commercially reasonable efforts to ensure availability of the Services. Support will be provided to designated Customer contacts during standard business hours, excluding holidays. In providing the Services DataCapable shall comply with all applicable U.S. data privacy security laws and regulations, shall implement and maintain reasonable and appropriate safeguards to protect customer data from unauthorized access, use disclosure or destruction and shall ensure that it subcontractors processing data on its behalf are contractually required to adhere to substantially equivalent obligations. All work will be performed remotely.

4. ACCEPTANCE.

4.1. Acceptance Criteria and Period. The completion criteria and acceptance criteria, as well as the acceptance period, for the Services and associated deliverables ("Deliverables") are as set forth in the applicable SOW. If a SOW does not describe any acceptance criteria, then the Deliverables shall be deemed accepted when delivered by DataCapable.

4.2. Review and Acceptance. Each Deliverable will be deemed accepted upon written confirmation by Client, or if no deficiencies are reported in writing within ten (10) business days of delivery ("Acceptance Period"), signifying transfer of control.

4.3. License Delivery and Payment Obligations: Customer's obligation to pay fees shall begin upon delivery of access credentials to the licensed software, or on the License Start Date set forth in the applicable Statement of Work, whichever is earlier. Customer acknowledges that such obligation is not contingent upon the readiness, integration, or operation of any third-party system, including but not limited to OMS platforms.

4.4. Rejection. In the event Client reasonably determines the Deliverables do not meet the acceptance criteria, Client may reject Deliverables within the Acceptance Period by notifying DataCapable in writing.

4.5. Correction. In the event that Client rejects the Deliverables, DataCapable will use its best

efforts to correct the Deliverables and will deliver such corrections to Client for re-review and acceptance in accordance with the SOW.

4.6. Continued Failure. If DataCapable's corrections fail to satisfy the acceptance criteria as set forth in the applicable SOW after three (3) attempted corrections, the Parties will resolve the issue pursuant to Section 15, below.

5. CHANGES. If an alteration to the scope of work in any SOW, including Assumptions (as that term is defined in any SOW), deliverables, milestones and related pricing, is requested by either Party, it shall be brought to the attention of the other Party's management by completing and submitting a Change Order Form, which is substantially in the form incorporated into this Agreement as Exhibit B. Each Party's respective management will review the form to determine whether a modification to the scope of work is necessary and what effect the implementation of such change may have on the Services. If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Order Form, subject to mutual agreement of the Parties. If the Parties mutually agree to implement the change in scope, the Change Order Form will be incorporated into the applicable SOW as an addendum when signed by authorized representatives of DataCapable and Client.

6. PRICING AND INVOICING TERMS.

6.1. General. DataCapable will invoice Client, and Client will pay DataCapable, for Services on invoices submitted every week by DataCapable for payment by Client. Payment is due no later than thirty (30) calendar days after receipt. If Client has any valid reason for disputing any portion of an invoice, Client will so notify DataCapable within ten (10) calendar days of receipt of invoice by Client, and if no such notification is given, the invoice will be deemed valid. Any portion of DataCapable's invoice that is not in dispute shall be paid in accordance with the procedures set forth herein.

6.2. Pricing. Pricing terms for the services are as set forth in the applicable SOW. DataCapable may bill Client on a fixed-fee or hourly basis for services rendered. Hourly rates for work performed by DataCapable's employees will be as set forth in a SOW (the "Hourly Rates"). DataCapable may periodically change Hourly Rates. License fees shall automatically increase by five percent (2%) upon each Renewal Term unless otherwise set forth in a SOW.

6.3. Late or Unpaid Invoices. A finance charge of 1.5% per month, or such lesser amount as may be the maximum amount permitted by Delaware law, on the unpaid amount of an invoice will be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Client will pay any attorneys' fees, court costs, or other costs DataCapable may incur in collection of delinquent accounts. If Client has outstanding, past due invoices more than fifteen (15) days, DataCapable may suspend performing further work. A suspension of work due to Client's failure to make required payments may result in additional time to perform the Services required by any SOW and increased costs/fees.

6.4. Reimbursable Costs. Client shall reimburse DataCapable all reasonable, preapproved (in writing) costs incurred in connection with the Services rendered or when travelling at Client's request. Reimbursable costs include, but are not limited to, travel costs, the cost of subcontractors, materials costs, delivery costs and other similar expenses and costs that are attributable to any Services (the "Reimbursable Costs"). Travel costs include air, train or bus travel, lodging, meals and incidentals, any ground transportation associated with air travel, tools, and all other reasonable costs generally associated with air travel. All extraordinary travel expenses will not be incurred without Client's approval. Together with any invoice containing Reimbursable Costs, DataCapable will provide to Client documentation of Reimbursable Costs incurred.

6.5. Taxes. All amounts payable pursuant to this Agreement are exclusive of taxes. Accordingly, there will be added to any amount payable by Client the monetary sum equal to any and all then-applicable taxes, however designated, incurred as a result of or otherwise in connection with this Agreement or the Services, including without limitation state and local privilege, excise, sales or similar transactional, services, withholding, and use taxes and any taxes or other amounts in lieu thereof paid or payable by Client (other than taxes based on DataCapable's net income and employment taxes). If Client does not pay such taxes, DataCapable may make such payments and Client will reimburse DataCapable for those payments. Client will indemnify, defend, protect and hold DataCapable harmless for, from and against any payments made by Client pursuant to this Section 6.5.

7. OWNERSHIP OF TECHNOLOGY AND DELIVERABLES.

7.1. Definitions.

7.1.1. "Background Technology" means all Technology owned, created or discovered by a Party:

7.1.1.1. prior to a SOW effective date, or

7.1.1.2. on or after the SOW effective date independent of the Services performed pursuant to the SOW.

7.1.2. "Deliverables" means the work product that DataCapable creates under an SOW.

7.1.3. "Developed Technology" means any Technology other than Background Technology created or discovered by DataCapable or Client in connection with an SOW.

7.1.4. "Intellectual Property Rights" means all copyright, moral rights, patent rights, trade and service marks, design rights, rights in or relating to databases, rights in or relating to confidential information, rights in relation to domain names, and any associated or other intellectual property rights (registered or unregistered) throughout the world.

7.1.5. "Technology" means all technical information, know-how, ideas, concepts, methods and processes, procedures, designs, schematics, works of authorship, inventions and discoveries, owned by a Party or licensed to a Party (to the extent such Party has the right to sublicense it) and any and all modifications, additions, changes or derivative works thereof.

7.2. Ownership of Technology and Deliverables.

7.2.1. Background Technology. Neither Party will own the other Party's Background Technology and acquires no rights or interest under this Agreement to the other Party's Background Technology, including, without limitation, the Intellectual Property Rights therein, except for the licenses granted in Section 7.3 below.

7.2.2. Developed Technology; Deliverables. DataCapable owns all Deliverables and any Developed Technology, except for any of Client's Background Technology that is incorporated into the Deliverables or Developed Technology (the "Incorporated IP")..

7.3. Licenses to Technology.

7.3.1. Client Background Technology. If Client provides DataCapable with any of Client's Background Technology under this Agreement to facilitate DataCapable's performance of the Services, Client grants to DataCapable a limited, nonexclusive, nontransferable, royalty-free license (with the right to sublicense to its delegates and subcontractors authorized by Client), solely for the purpose of performing the Services and solely for the Term of this Agreement, under Client's Intellectual Property Rights in such Background Technology, to:

7.3.1.1. copy, prepare derivative works of, perform, and display (internally only) such Background Technology, and

7.3.1.2. make, use, and import such Background Technology.

7.3.2. DataCapable Deliverables, Developed Technology and Incorporated IP. DataCapable grants to Client a nonexclusive, nontransferable, worldwide license, to use the Deliverables, Developed Technology and Incorporated IP, subject to the following limitations:

7.3.2.1. Client's license of the Deliverables, Developed Technology and Incorporated IP is limited to Client's own internal purposes, pursuant to which Client may use, perform or display the Deliverables, Developed Technology and Incorporated IP solely in connection with Client's use of the Deliverables and in no event shall Client be entitled to independently commercially exploit the Deliverables, Developed Technology and Incorporated IP;

7.3.2.2. DataCapable's limited license of the Deliverables, Developed Technology and Incorporated IP pursuant to this Section 7.3.2 does not grant Client a license to any modifications, additions, changes or derivative works

that are made to the Deliverables, Developed Technology and Incorporated IP by or for DataCapable after incorporation of the Incorporated IP into any Deliverables or Developed Technology;

7.3.2.3. Client is not permitted to sublicense the Deliverables, Developed Technology and Incorporated IP unless such sublicense is granted by Client to Client's independent contractors or consultants for the sole purpose of using or modifying the Deliverables, Developed Technology and Incorporated IP as may be required for Client's commercial exploitation of the Deliverables;

7.3.2.4. Nothing contained in this Agreement will permit Client or its agents to unbundle, separate, use, reverse engineer or cause the Deliverables, Developed Technology and Incorporated IP to be used as a stand-alone product or development tool or to otherwise commercialize the Incorporated IP;

7.3.2.5. Client shall not modify, add to, change or create any derivative works of any DataCapable's Background Technology, Deliverables, Developed Technology or Incorporated IP without the express written consent of DataCapable. To the extent that Client is authorized by DataCapable to make any modifications, additions, changes or derivative works of DataCapable's Background Technology, Deliverables, Developed Technology or Incorporated IP, such modifications, additions, changes or derivative works shall be owned exclusively by DataCapable immediately upon creation;

7.3.2.6. Client's license of the Deliverables, Developed Technology and Incorporated IP terminates upon termination of this Agreement.

8. REPRESENTATIONS AND WARRANTIES. Each Party represents and warrants that:

8.1.1. it has the full power and authority to enter into this Agreement, carry out its obligations under this Agreement, and grant the rights and licenses it grants the other in this Agreement; and

8.1.2. its compliance with the terms and conditions of this Agreement will not violate any agreements it has with any third Party.

9. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, NO OTHER WARRANTIES ARE EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.

10. LIMITATION OF LIABILITY.

10.1. Limitation. UNDER NO CIRCUMSTANCE, WILL EITHER PARTY HEREUNDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES INCURRED OR SUFFERED BY THE OTHER PARTY ARISING OUT OF OR IN CONNECTION WITH THIS

AGREEMENT (INCLUDING WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF INCOME OR LOSS OF BUSINESS ADVANTAGE), WHETHER OR NOT FORESEEABLE, EVEN IF SUCH PARTY, OR AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL DATACAPABLE'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE PAYMENT RECEIVED BY DATACAPABLE FOR THE PARTICULAR SERVICE PROVIDED GIVING RISE TO THE CLAIM DURING THE 6 MONTHS PRIOR TO THE ASSERTION OF SUCH CLAIM, EXCEPT THAT NO LIMITATION SHALL APPLY TO PAYMENTS OWED FOR SERVICES AND DELIVERABLES PROVIDED UNDER THIS AGREEMENT OR ANY APPLICABLE SOW. THE LIMITATION OF LIABILITY SET FORTH HEREIN IS FOR ANY AND ALL MATTERS FOR WHICH DATACAPABLE MAY OTHERWISE HAVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER THE CLAIM ARISES IN CONTRACT, TORT, STATUTE, OR OTHERWISE.

10.2. Remedy. Client's exclusive remedy for any claim arising out of or relating to this Agreement will be for DataCapable, upon receipt of written notice, either (i) to use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which DataCapable is at fault, or (ii) return to Client the fees paid by Client to DataCapable for the particular service provided that gives rise to the claim, subject to the limitation contained in Section 10.1.

11. NON-SOLICITATION OF EMPLOYEES.

11.1. Non-Solicitation Period. "Non-Solicitation Period" means a period of twelve (12) months following the termination of this Agreement, unless a court of competent jurisdiction determines that such period is unenforceable under applicable law because it is too long, in which case the Non-Solicitation Period shall be for the longest of the following periods that the court determines is reasonable under the circumstances: twelve (12) months, nine (9) months, or six (6) months following the termination of this Agreement.

11.2. DataCapable Covenant. DataCapable acknowledges the character of Client's business and the substantial amount of time, money and effort that Client has spent and will spend in recruiting competent employees and contractors, and DataCapable agrees that it will not, and will cause its employees and independent contractors not to, during the Term and the Non-Solicitation Period, alone or with others, directly or indirectly, solicit for engagement, hire, or engage, or assist any other entity or person in soliciting for engagement, hiring, or engagement any employee or contractor who is or who is hereafter engaged or engaged by Client without the prior written consent of Client. The Non-Solicitation Period shall be tolled while DataCapable is in breach hereof.

11.3. Client Covenant. Client acknowledges the character of DataCapable's business and the substantial amount of time, money and effort that DataCapable has spent and will spend in recruiting competent employees and contractors, and Client agrees that it will not, and will cause its employees and independent contractors not to, during the Term

and the Non-Solicitation Period, alone or with others, directly or indirectly, solicit for engagement, hire, or engage, or assist any other entity or person in soliciting for engagement, hiring, or engagement any employee or contractor who is or who is hereafter engaged or engaged by DataCapable without the prior written consent of DataCapable. The Non-Solicitation Period shall be tolled while Client is in breach hereof.

11.4. Reasonableness. Each of Client and DataCapable agrees that the restrictions contained in this Agreement are fair and reasonable and necessary for the protection of the legitimate business interests of Client and DataCapable, and each of Client and DataCapable intends that such restrictions be enforceable and enforced to their fullest extent.

11.5. General Advertisement. Notwithstanding anything to the contrary, Client and DataCapable agree that neither shall be restricted from hiring a person who responds to a general advertisement or solicitation that is not specifically directed at an employee or employees of the other Party.

12. CONFIDENTIALITY.

12.1. "Confidential Information" means information that is provided by or on behalf of either Party (the "Discloser") to the other Party (the "Recipient"), or to which a Recipient otherwise gains access, in the course of or incidental to the performance of this Agreement, which is of value to the Discloser, and is not generally known to others, including, without limitation, trade secrets, customer lists, customer information, employee lists, technology, processes, marketing techniques, price lists, pricing policies, business methods, contracts and contractual relations with the Discloser's customers and suppliers, know-how, software, future and proposed products and services, financial information, business forecasts, sales and merchandising, and marketing plans and information. Confidential Information may be disclosed in written or other tangible form (including on magnetic media) or by oral, visual, or other means. The terms, conditions, and provisions of this Agreement shall be deemed by the Parties to be Confidential Information of both Parties.

12.2. The Recipient of Confidential Information shall use the Confidential Information only for the purposes of this Agreement or as otherwise expressly permitted by this Agreement. The Recipient of Confidential Information shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case, using no less than a reasonable degree of care.

12.3. Recipient may disclose Confidential Information received hereunder to (a) its affiliates, (b) Recipient's employees and independent contractors, and (c) Recipient's affiliate's employees and independent contractors, and who in all of the foregoing cases have a need to know such information and are bound to protect the received Confidential Information from unauthorized use and disclosure under terms no less restrictive than those contained in this Agreement. Confidential Information shall not otherwise be

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disclosed by Recipient to any third Party without the prior written consent of the Discloser.

12.4. The restrictions herein on the use and disclosure of Confidential Information shall not apply to information that: (i) was publicly known at the time of Discloser's communication thereof to Recipient or becomes publicly known through no fault of Recipient subsequent to the time of such communication; (ii) was in Recipient's possession free of any obligation of confidence at the time of Discloser's communication to Recipient; (iii) is developed by Recipient independently of and without reference to any of Discloser's Confidential Information or other information that Discloser disclosed in confidence to any third Party; (iv) is rightfully obtained by Recipient from third Parties authorized to make such disclosure without restriction; (v) is identified in writing by the Discloser as no longer proprietary or confidential.

12.5. In the event Recipient is required by law, regulation, or court order to disclose any of Discloser's Confidential Information, Recipient will promptly notify Discloser in writing prior to making any such disclosure and shall reasonably cooperate in any efforts of Discloser to seek a protective order or other appropriate remedy from, the proper authority. If Discloser is not successful in precluding the requested disclosure, Recipient will furnish only that portion of the Confidential Information that is legally required and will exercise reasonable commercial efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

12.6. All Confidential Information disclosed under this Agreement (including information in computer software or held in electronic storage media) shall be and remain the property of Discloser or its licensors. All such information in any computer memory or data storage apparatus shall be erased or destroyed, and all such information in tangible form in the possession or under the control of the Recipient shall, at the discretion of the Discloser, either be destroyed or returned to the Discloser promptly upon the earlier of: (i) the written request of the Discloser or (ii) termination or expiration of this Agreement, and in either of such events and to the applicable extent shall not thereafter be retained in any form by or through Recipient unless otherwise expressly permitted hereunder.

12.7. The Parties' obligations and rights with regard to Confidential Information shall remain in effect for a period of three (3) years from the termination of this Agreement, except that the Parties' obligations with respect to trade secrets shall continue for so long as such Confidential Information remains a trade secret under applicable law.

12.8. The Parties agree that any violation or threatened violation of this Section 13 could cause irreparable injury to Discloser, for which the Discloser may not have an adequate remedy at law, and that the Discloser shall be entitled, in addition to any other rights and remedies it may have, at law or in equity, to seek an injunction to restrain Recipient from violating or continuing to violate, such covenants and agreements.

13. INDEMNIFICATION. Client shall indemnify and hold DataCapable and its affiliates and their respective trustees, directors, officers, employees, agents, representatives, successors

and assigns (each, an "Indemnified Party") harmless from and against any loss, liability,

damage or expense arising from or relating to a claim, suit or proceeding brought against an Indemnified Party and any liability arising from Client's misuse or mismanagement of the Deliverables, Client's breach of this Agreement or Client's infringement of the intellectual property or other rights of any third party. Nothing in this Agreement is intended to waive the sovereign immunity protections provided to Client pursuant to Florida Statute 768.28.

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14. GENERAL.

14.1. Governing Law and Construction. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware

14.2. are, without regard to the principles of conflicts of law. The language of this Agreement shall be deemed to be the result of negotiation among the Parties and their respective counsel and shall not be construed strictly for or against any Party.

14.3. Severability. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

14.4. Amendments. No amendment or modification of this Agreement will be deemed effective unless made in writing signed by Client and DataCapable.

14.5. No Waiver. No term or condition of this Agreement will be deemed to have been waived nor will there be any estoppel to enforce any provisions of this Agreement, except by a statement in writing signed by the Party against whom enforcement of the waiver or estoppel is sought. Any written waiver will not be deemed a continuing waiver unless specifically stated, will operate only as to the specific term or condition waived, and will not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

14.6. Independent Contractor. The relationship of the Parties to each other under this Agreement shall be that of independent contractors, and nothing contained herein shall be construed to constitute, create, or in any way be interpreted as, a joint venture, partnership, or business organization of any kind. Additionally, under no circumstances shall the employees, agents or subcontractors of DataCapable be considered employees or agents of Client.

14.7. Notices. All notices or other communications hereunder shall be in writing, sent by courier or the fastest possible means, provided that recipient receives a manually signed copy and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address first set forth above or such other address as may be specified in a written notice in accordance with this Section 14.6.

14.8. Assignment. The Agreement is not assignable or transferable by Client without prior

written consent of DataCapable, which consent shall not be unreasonably withheld or delayed. This Agreement is not assignable or transferable by DataCapable without the prior written consent of Client, which consent shall not be unreasonably withheld or delayed. Any attempted assignment or transfer in contravention hereof shall be null and void. Notwithstanding the foregoing, either Party may assign its rights and obligations under this Agreement in the event of a merger, acquisition, sale of all or substantially all of its assets, or similar transaction resulting in a change of control.

14.9. Section Headings. Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

14.10. Representations; Counterparts. Each person executing this Agreement on behalf of a Party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such Party, with full right and authority to execute this Agreement and to bind such Party with respect to all of its obligations hereunder. This Agreement may be executed in two or more counterparts, and it is not necessary that signatures of all Parties appear on the same counterpart, but such counterparts together will constitute a single binding agreement between and among all Parties hereto. Executed counterparts may be delivered via facsimile, electronic mail or other similar transmission method, and any executed counterpart so delivered shall be valid and effective for all purposes.

14.11. Cooperation. Client will cooperate with DataCapable in taking actions and executing documents, as appropriate, to achieve the objectives of this Agreement. Client agrees that DataCapable's performance is dependent on Client's timely and effective cooperation with DataCapable. Such cooperation is considered an Assumption underlying DataCapable's projections of costs and timing, and related quotes. Accordingly, Client acknowledges that any unreasonable delay by Client in excess of five (5) business days, will, at DataCapable's option, either (i) extend the applicable DataCapable scheduled delivery deadline by the length of such delay or (ii) permit DataCapable to invoice Client for additional charges incurred to meet the scheduled delivery deadline (e.g., Hourly Rates of employees not previously assigned in the SOW).

14.12. Entire Agreement; Survival. This Agreement, including any Exhibits and Schedules, states the entire Agreement between the Parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the Parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Client and DataCapable respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the Parties hereto. Sections 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, as well as any other provisions who survival is necessary to give proper effect to their respective terms, shall survive the termination of this Agreement.

14.13. Force Majeure. DataCapable shall not be responsible for delays or failures (including any delay by DataCapable to make progress in the prosecution of any Services) if such

restricted to, acts of God or of the public enemy, fires, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, tariffs, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

14.14. Conflict. In the case of any conflict between the terms of this Agreement, the terms of a PO and the terms of a SOW, the terms of the SOW shall control. In the case of any conflict between the terms of this Agreement and the terms of a PO, the terms of a PO shall control.

14.15. Publicity. DataCapable may (i) issue a press release or other public announcement, whether written or oral, related to this Agreement, (ii) use Client's name, logo, or describe the service provider and customer relationship outlined in this Agreement in general marketing promotions, including but not limited to, testimonials, case studies, speaking abstracts, website copy, collateral, and solution descriptions. Client hereby grants DataCapable a nonexclusive, worldwide, royalty-free license to use Client's name, logo, and describe the service provider and customer relationship on its website and in general marketing promotions as outlined above, and no prior consent of Client is required in such case. DataCapable will not share any sensitive business data without Client's express permission.

14.16. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or will confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

15. DISPUTE RESOLUTION. The Parties deem it to be in their respective best interests to settle any dispute as expeditiously and economically as possible. Therefore, the Parties expressly agree to submit any dispute between them arising out of or relating to this Agreement ("Dispute") to Mediation (as defined below) and, if Mediation does not resolve the Dispute, the Parties shall agree to submit their disputes to binding arbitration, as set forth below. The Parties thus expressly waive any rights they may have to trial by jury with respect to such Dispute. The dispute resolution proceedings shall be conducted in Dallas, Texas, in the English language. The Parties agree to use the following procedure in good faith to resolve any Dispute.

15.1. A meeting (in person or by phone) shall be held among the Parties within ten (10) business days after any Party gives written notice of the Dispute to the other Party (the "Dispute Notice") attended by a representative of each Party having decision-making authority regarding the Dispute (subject to board of directors or equivalent approval, if required), to attempt in good faith to negotiate a resolution of the Dispute.

15.2. If, within thirty (30) calendar days after the Dispute Notice, the Parties have not succeeded in negotiating a written resolution of the Dispute, upon written request by any Party to the other Party all Parties shall promptly negotiate in good faith to jointly appoint a mutually acceptable neutral person not affiliated with any of the Parties (the "Neutral"). If all Parties so agree in writing, a panel of two or more individuals (such

shall seek assistance in such regard from the American Arbitration Association (the "AAA") if they have been unable to agree upon such appointment within forty (40) days after the Dispute Notice. The fees and costs of the Neutral and of any such assistance shall be shared equally among the Parties.

15.3. In consultation with the Neutral, the Parties shall negotiate in good faith to select or devise a nonbinding alternative dispute resolution procedure ("Mediation") by which they shall attempt to resolve the Dispute, and a time and place for the Mediation to be held, with the Neutral (at the written request of any Party to each other Party) making the decision as to the procedure if the Parties have been unable to agree on any of such matters in writing within ten (10) days after selection of the Neutral.

15.4. The Parties agree to participate in good faith in the Mediation to its conclusion; provided, however, that no Party shall be obligated to continue to participate in the Mediation if the Parties have not resolved the Dispute in writing within one hundred twenty (120) days after the Dispute Notice and any Party shall have terminated the Mediation by delivery of written notice of termination to each other Party following expiration of said 120-day period. Following any such termination notice after selection of the Neutral, and if any Party so requests in writing to the Neutral (with a copy to each other Party), then the Neutral shall make a recommended resolution of the Dispute in writing to each Party, which recommendation shall not be binding upon the Parties; provided, however, that the Parties shall give good faith consideration to the settlement of the Dispute on the basis of such recommendation, and if the Parties are unable to resolve the Dispute on the basis of such recommendation, then at the election of either Party the Dispute shall be submitted to binding arbitration as provided below. In the event of binding arbitration, the Party seeking further resolution shall pay the reasonable attorneys' fees, costs and other expenses (including expert witness fees) of the other incurred in connection with the pursuit of (and defense against) such arbitration, if the result thereof is less favorable to the Party pursuing the arbitration than the recommendation of the Neutral.

15.5. Subject to the foregoing, a Party may seek binding arbitration of an unresolved Dispute in Dallas, Texas in accordance with the Rules of the AAA governing commercial transactions. The arbitration will be conducted by a single arbitrator. If the Parties fail to agree on the arbitrator within twenty (20) days, the office the AAA in Dallas, Texas shall make the necessary appointment of an arbitrator. In connection with any Arbitration, the Parties shall be entitled to all discovery rights as provided for in the United States Federal Rules of Civil Procedure and each Party shall be entitled to apply to any court of competent jurisdiction for an order enforcing any discovery request authorized under the Federal Rules of Civil Procedure. THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE SUBJECT TO ARBITRATION PURSUANT TO THIS SECTION 15. After due consideration of all of the evidence submitted by the Parties, in accordance with the applicable procedural rules governing the arbitration proceedings, the arbitrator shall issue its decision and award. The decision and award of the arbitrator in any arbitration proceeding shall (i) be in writing, stating the grounds for the decision

in reasonable detail, specifying findings of fact and conclusions of law; (ii) be based

solely on the terms and conditions of this Agreement, as interpreted under the laws of the state of Delaware; and (iii) shall be final and binding upon the Parties. Judgment upon such decision and award may be entered in any competent court or application may be made to any competent court for judicial acceptance of such decision and award and an order of enforcement.

15.6. At the reasonable request of either Party, the mediator or arbitration tribunal shall adopt rules and procedures designed to expedite the dispute resolution process.

15.7. Notwithstanding anything herein to the contrary, nothing in this Section 15 shall preclude any Party from seeking interim or provisional relief, in the form of a temporary restraining order, preliminary injunction, or other interim equitable relief concerning the Dispute, either prior to or during any of the negotiations or proceedings set forth in this Section 15, if deemed necessary by a Party, in its discretion, to protect the interests of such Party. Bringing or defending an action for such relief shall not constitute a waiver of the right or avoid the obligation to arbitrate contained in this Agreement. Further, this Section 15 shall be specifically enforceable.

15.8. Except as otherwise provided for in this Agreement, each Party shall bear its own attorney's fees, costs, and expenses arising out of any dispute regarding this Agreement, regardless of whether a Party is declared to be a prevailing Party or is otherwise entitled to an award of such fees, costs, and expenses under applicable law.

[*Signature blocks appear on the following page.*]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year written below.

Client	**DataCapable, Inc.**
Signed by: Janice Mitchell Signature	Signed by: Lucas Baerg Signature
Janice Mitchell Name	Lucas Baerg Name
CFO Title	CFO Title

Approved as to form and legality:

Signed by: William E. Sexton, Esq.

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CONTRACT# ELE/260350

EXHIBIT A – STATEMENT OF WORK #1

1. Parties and Purpose

This Statement of Work ("SOW"), including Schedule 1 attached, is entered into by and between DataCapable, Inc., a Delaware corporation with offices at 2093 Philadelphia Pike #4846, Claymont, DE 19703 ("DataCapable") and Ocala Electric Utilities, located at 201 SE 3rd St, Ocala, FL 34471 ("Client").

This SOW is issued pursuant to the Master Services Agreement ("MSA") between DataCapable and Client, and describes the scope of software licensing, professional services, and implementation work to be provided. Capitalized terms not defined in this SOW shall have the meanings ascribed to them in the MSA.

2. Software Products

Client has selected the following software product(s) as part of this engagement (check all that apply):

X Outage Map
☐ Community Portal
☐ Threat Detector

Each product includes cloud hosting, software updates, and support as outlined in the proposal quote during the subscription term. Additional modules or features may be included per the attached proposal.

3. Term

The term of this SOW shall begin on the License Start Date specified in the attached Proposal and Pricing (Schedule 1) and shall continue for a period of one (1) year, unless terminated in accordance with the Master Services Agreement. This SOW shall automatically renew for successive one (1) year periods unless either party provides at least ninety (90) days' written notice of non-renewal prior to the end of the then-current term. Renewal fees shall increase by five percent (2%) unless otherwise agreed in writing.

4. Scope of Work and Deliverables

DataCapable will provide professional services and implementation work necessary to configure and deliver the selected product(s) in accordance with Client's requirements. The scope, milestones, timeline, and deliverables for the project are defined in the attached Schedule 1: Proposal and Pricing.

5. Responsibilities
As more fully set forth in Section 14.10 of the MSA, Customer agrees to provide timely access to necessary personnel, data, and technical environments to support implementation. Any

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changes to scope or responsibilities must be mutually agreed upon in a written Change Order as set forth in Exhibit B.

6. Acceptance Criteria

See Section 4 of MSA

7. Fees and Payment

All pricing, payment schedules, and applicable taxes are specified in the attached Schedule 1: Proposal and Pricing. Fees are due in accordance with the payment terms set forth therein. Customer acknowledges that payment obligations commence upon delivery of access credentials, and are not contingent upon completion of integration with third-party systems.

8. Change Management

Any changes to scope, schedule, or pricing shall be documented in a written Change Order as set forth in Exhibit B signed by both parties. No changes are valid unless documented in such form.

9. Incorporation of Master Services Agreement

This SOW is governed by the terms of the Master Services Agreement between the Parties. In case of a conflict, the SOW shall prevail solely with respect to scope, deliverables, or pricing. All other terms are controlled by the MSA.

10. Acceptance and Signature

IN WITNESS WHEREOF, the parties have executed this Statement of Work as of the date written below.

DataCapable, Inc.	Client: City of Ocala
Signed by: By: Lucas Baerg [illegible] Name: Lucas Baerg Title: CFO Date: 2/19/2026	Signed by: By: Janice Mitchell [illegible] Name: Janice Mitchell Title: CFO Date: 2/10/2026

Schedule 1: Proposal and Pricing

The attached proposal and pricing document, dated December 4, 2025 is incorporated into this SOW by reference. It includes:

- Selected software modules
- Pricing and payment terms
- Implementation timelines and milestones
- Custom feature requests (if any)
- Support and maintenance details

Pricing Summary

Item	Description	Amount(USD)
Software License	Outage and Event Map platform license	**$22,175.01**
Support Tier	Standard support. 9am CT to 5pm CT DataCapable provides a support system (email, text message, and phone) that is monitored and available seven (7) days a week, twenty-four (24) hours a day manned by a DataCapable support agent. 24/7 On-Call Support for System Down Events Supplemental On-Call Support Available for Major Business Events	Included
Payment Terms	Due upon contract signing	

Notes:

● Pricing reflects a **2% increase** over the prior proposal total of **$21,740.21**.

● The proposal includes 99.7%–99.9% uptime, 30-minute critical response time, and daily backups as detailed in the support section.

- Any additional customization will be billed at the standard rate of **$285 per hour**.

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Certificate Of Completion

Envelope Id: 98341FEB-EF06-4D25-8D4E-1D75DDAC1741 Status: Completed

Subject: SIGNATURE: 2026 Master Services Agreement and Scope of Work - DataCapable (ELE/260350)

Source Envelope:

Document Pages: 18 Signatures: 5 Envelope Originator:

Certificate Pages: 5 Initials: 2 Patricia Lewis

AutoNav: Enabled 110 SE Watula Avenue

EnvelopeId Stamping: Enabled City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada) Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original Holder: Patricia Lewis Location: DocuSign

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

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: 1/21/2026 4:09:52 PM Viewed: 1/21/2026 4:28:13 PM Signed: 2/9/2026 3:50:59 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: 2/9/2026 3:51:01 PM Viewed: 2/10/2026 7:46:02 AM Signed: 2/10/2026 7:49:16 AM
Electronic Record and Signature Disclosure: Accepted: 2/10/2026 7:46:02 AM ID: 70136302-82f1-418b-8042-513f0a68546d		
Lucas Baerg lucas@datacapable.com CFO Security Level: Email, Account Authentication (None)	Signed by: Lucas Baerg B4EA25C6FA2047E... Signature Adoption: Pre-selected Style Using IP Address: 2001:579:621c:b5:b95a:98e5:99a0:16cd	Sent: 2/10/2026 7:49:17 AM Resent: 2/19/2026 11:09:31 AM Viewed: 2/19/2026 12:27:22 PM Signed: 2/19/2026 12:29:05 PM
Electronic Record and Signature Disclosure: Accepted: 2/19/2026 12:27:22 PM ID: 3b7daaee-0302-4086-be6f-eb75c0522ea4		

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	1/21/2026 4:09:52 PM
Envelope Updated	Security Checked	2/19/2026 11:09:30 AM
Envelope Updated	Security Checked	2/19/2026 11:09:30 AM
Envelope Updated	Security Checked	2/19/2026 11:09:30 AM
Certified Delivered	Security Checked	2/19/2026 12:27:22 PM
Signing Complete	Security Checked	2/19/2026 12:29:05 PM
Completed	Security Checked	2/19/2026 12:29:05 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Electronic Record and Signature Disclosure created on: 2/22/2023 11:31:05 AM
Parties agreed to: William E. Sexton, Esq., Janice Mitchell, Lucas Baerg

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

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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.

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:

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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..

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.

Certificate Of Completion

Envelope Id: 1DF12103-5EDB-8F14-80DE-ACD6234A55E5
Status: Completed
Subject: SIGNATURE: Amendment 1 - Master Services Agreement - DataCapable (ELE/260350)
Source Envelope:
Document Pages: 26
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
4/23/2026 8:04:43 AM
Security Appliance Status: Connected

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

Location: DocuSign

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: 2600:1006:b339:3ce7:f8f0:944e:1ed9:dd8e Signed using mobile	Sent: 4/23/2026 8:09:36 AM Viewed: 4/23/2026 8:53:28 AM Signed: 4/23/2026 9:02:29 AM
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: 4/23/2026 9:02:30 AM Viewed: 4/28/2026 7:38:31 AM Signed: 4/28/2026 7:39:18 AM
Electronic Record and Signature Disclosure: Accepted: 4/28/2026 7:38:31 AM ID: b59ddf6f-8f77-43d2-b03e-738e0c087ce1		
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: 4/28/2026 7:39:20 AM Viewed: 4/28/2026 9:11:59 AM Signed: 4/28/2026 9:12:11 AM
Electronic Record and Signature Disclosure: Accepted: 4/28/2026 9:11:59 AM ID: b906fbc9-a880-4b55-929a-a384b63cee34		

Signer Events	Signature	Timestamp
Lucas Baerg lucas@datacapable.com CFO Security Level: Email, Account Authentication (None)	Signed by: B4EA25C6FA2047E... Signature Adoption: Pre-selected Style Using IP Address: 2001:579:621c:b5:a14e:92eb:3ccb:f06d	Sent: 4/28/2026 9:12:13 AM Resent: 4/28/2026 9:49:38 AM Viewed: 4/28/2026 1:04:08 PM Signed: 4/28/2026 1:04:30 PM

Electronic Record and Signature Disclosure:
Accepted: 2/19/2026 12:27:22 PM
ID: 3b7daaee-0302-4086-be6f-eb75c0522ea4

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	4/23/2026 8:09:36 AM
Certified Delivered	Security Checked	4/28/2026 1:04:08 PM
Signing Complete	Security Checked	4/28/2026 1:04:30 PM
Completed	Security Checked	4/28/2026 1:04:30 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..

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Invoice #45165

Batch Doc
Contract 260572
001-026-321-519-51-52045
001-155-000-000-75-15500

From

FMX
Facilities Management Express, LLC
800 Yard Street, Suite 115
Columbus, OH 43212
(844) 664-4400
billing@gofmx.com

Invoice Summary

Invoice Number	45165
Date	03/01/2026
Terms	Net 30
Due Date	03/31/2026
Amount Due (USD)	$ 32,148.90

Bill To

City of Ocala - FL
110 Southeast Watula Avenue
Ocala, FL 34471
United States
facilities@ocalafl.gov, skendall@ocalafl.gov

Item / Description	Amount
FMX Subscription Fee FMX Software Sales Software License (04/01/2026 to 03/31/2027)	1,653.75
Feature Inventory for the FMX Software (04/01/2026 to 03/31/2027)	4,762.80
Feature Maintenance Request for the FMX Software (04/01/2026 to 03/31/2027)	7,541.10
Feature Standard Dashboards for the FMX Software (04/01/2026 to 03/31/2027)	4,762.80
Feature Preventive Maintenance for the FMX Software (04/01/2026 to 03/31/2027)	7,541.10
Feature Commissioned Reports for the FMX Software (04/01/2026 to 03/31/2027)	3,969.00
Custom Work Request Module CapEx for the FMX Software (04/01/2026 to 03/31/2027)	7,541.10
FMX Recurring Discount Recurring Discount- Commissioned Reports (04/01/2026 to 03/31/2027)	-3,969.00
FMX Recurring Discount Recurring Feature Bundle Discount (04/01/2026 to 03/31/2027)	-1,653.75
Amount Due (USD)	$ 32,148.90

Payment via ACH or through Stripe (links below) is preferred.

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By Wire Transfer or ACH:

- Huntington National Bank
- International Services EA2E85
- 7 Easton Oval, Columbus, OH 43219
- Routing & Transit: 044000024
- Account No: 01893040205
- For the Credit of: Facilities Management Express, LLC.
- SWIFT ID: HUNTUS33 (for International transfers)
- Remittance Advice: billing@gofmx.com

Checks can be mailed to the following address:

- Facilities Management Express, LLC
- L-4410
- Columbus, OH 43260

~~FMX Terms of Use~~ Attached

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Software as a Service Agreement

This Software as a Service Agreement (the "Agreement"), effective as of Signature Date (the "Effective Date"), is by and between Facilities Management Express, LLC ("FMX") and the customer listed on the applicable Subscription Summary ("Customer"). FMX and Customer may be referred to herein collectively as the "Parties" or each individually as a "Party."

WHEREAS, FMX provides access to its software-as-a-service offerings to its customers, as described in the applicable Subscription Summary, attached hereto;

WHEREAS, Customer desires to access the software-as-a-service offerings, and FMX desires to provide Customer access to such offerings, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. The definitions identified above are hereby incorporated by reference.

"Aggregated Statistics" means data and information related to Customer's use of the Services that is used by FMX in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

"Authorized Users" means Customer's employees, consultants, contractors, and agents (a) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement; and (b) for whom access to the Services has been purchased hereunder, as set forth in the Subscription Summary.

"Confidential Information" has the meaning set forth in Section 5.

"Customer Data" means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from Customer or an Authorized User by or through the Services. For the avoidance of doubt, Customer Data does not include Aggregated Statistics or any other information reflecting the access or use of the Services by or on behalf of Customer or any Authorized User.

"Customer IP" means Customer's trademarks, service marks, trade names, logos, symbols, or brand names.

"Customer Systems" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks.

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"Digital Notice" means any notices, demands, or other communications required or desired to be given hereunder by any Party may be delivered by electronic mail or other digital means.

"Documentation" means any manuals, instructions, or other documents or materials that the FMX provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Services, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

"Fees" has the meaning set forth in Section 4(a).

"Feedback" has the meaning set forth in Section 6(c).

"Force Majeure Event" has the meaning set forth in 14(d).

"FMX IP" means the Services, Documentation, and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by FMX in connection with the Services or otherwise comprise or relate to the Services. For the avoidance of doubt, FMX IP includes Aggregated Statistics and any information, data, or other content derived from FMX's monitoring of Customer's access to or use of the Services, but do not include Customer Data.

"Renewal Term" has the meaning set forth in Section 13(b).

"Services" means the software-as-a-service solutions described in the Subscription Summary.

"Service Suspension" has the meaning set forth in Section 3(f).

"Subscription Summary" means the Subscription Summary entered into by the Parties and attached to this Agreement.

"Term" has the meaning set forth in Section 13(a).

"Third Party Claims" means any losses, damages, liabilities, costs (including attorneys' fees) resulting from any third-party claim, suit, action, or proceeding.

"Third-Party Services" means software, services or other material offered by a third-party.

2. Provision of Access.

(a) Access to Services. Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, FMX hereby grants Customer a non-exclusive, non-transferable right to access and use the Services listed on the Subscription Summary, as attached hereto, during the Term,

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solely for use by Customer and its Authorized Users (if any), in accordance with the terms and conditions herein. Such use is limited to Customer's internal use.

(b) Subscription Summary. The specific Services to be provided, the initial Service term(s), and the Fees for such Services shall be identified on the Subscription Summary, as may be amended by the parties from time to time, in writing. If applicable to the Services offered under the Subscription Summary, the Subscription Summary shall further identify the quantity of Authorized Users purchased by the Customer to access the Services.

(c) Documentation License. Subject to the terms and conditions contained in this Agreement, FMX hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

(d) Changes. FMX may, via Digital Notice, keep Customer informed of Service updates, scheduled maintenance, new versions of the Services offered hereunder, and other developments which may affect Customer's use of the Services. FMX reserves the right, in its sole discretion, to make any changes to the Services and Documentation that it deems necessary or useful to (among other things): (a) maintain or enhance: (i) the quality or delivery of FMX's services to its customers; (ii) the competitive strength of or market for FMX's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. All updates shall remain the sole property of FMX and be subject to this Agreement in all respects.

(e) Third-Party Services. FMX may from time to time make Third-Party Services available to Customer. For purposes of this Agreement, such Third-Party Services are subject to their own terms and conditions. Customer acknowledges that FMX makes no representations or warranties with respect to or regarding such Third-Party Services, including but not limited to the quality, availability, interoperability, or functionality of any third-party platforms or APIs. All use of Third-Party Services is subject to compliance with terms and conditions of use required by such third-parties and is at Customer's sole risk.

3. Use of Services.

(a) Control.

(i) Customer acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Customer's and Authorized Users' (if any) use of the Services, including but not limited to maintaining the confidentiality and security of its login credentials, providing training for its personnel, instituting appropriate security procedures applicable to its Authorized Users' access and use of the Services, and implementing reasonable procedures to examine and verify all output before use.

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(ii) Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of the Customer Systems, whether operated directly by Customer or through the use of third-party services. Customer shall, at its sole expense, provide, configure and be responsible for the proper functioning of Internet connectivity at levels recommended by FMX, hardware, systems software, and other applications software, during the Term, for proper functioning of the Services.

(iii) Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by or through Customer's account, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement.

(b) Authorized Users.

(i) FMX will review Customer's compliance with the Authorized User allocation identified on the Subscription Summary on a regular basis if any Authorized User is provided access to the Services. Upon notification from FMX, Customer will have thirty (30) days to bring Customer's account back into compliance with the Authorized User quantity from the Subscription Summary. FMX will exercise reasonable efforts to work with the Customer to reduce Customer's Authorized Users by identifying users that are inactive or improperly classified so that it achieves compliance. In the event that the Customer is unable to achieve compliance, the Customer agrees to pay for excess usage in accordance with the Section 4 below.

(ii) If any Authorized User is provided access to the Services, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users, if any, aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions.

(c) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right, right of privacy, or other right of any person, or that violates any applicable law.

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(d) Cooperation. Customer shall at all times during the Term (as defined herein), provide all cooperation and assistance as FMX may reasonably request to enable FMX to exercise its rights and perform its obligations under and in connection with this Agreement.

(e) Support. FMX will provide normal phone and email support on business days Monday through Friday 8:00 AM to 6:00 PM Eastern Time.

(f) Suspension. Notwithstanding anything to the contrary in this Agreement, FMX may temporarily suspend Customer's and any Authorized User's (if any) access to any portion or all of the Services if: (i) FMX reasonably determines that (A) there is a threat or attack on any of the FMX IP; (B) Customer's or any Authorized User's use of the Services disrupts or poses a security risk to the FMX IP or to any other customer or vendor of FMX; (C) Customer, or any Authorized User, is using the Services for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) FMX's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of FMX has suspended or terminated FMX's access to or use of any Third-Party Services or products required to enable Customer to access the Services; or (iii) in accordance with Section 4(b) (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). FMX shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer. FMX shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. FMX will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(g) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, FMX may monitor Customer's use of the Services and collect and compile data and information related to such use in an aggregate and anonymized manner. As between FMX and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by FMX. Customer acknowledges that FMX may compile Aggregated Statistics based on Customer Data (as defined herein) input into the Services. Customer agrees that FMX may use Aggregated Statistics to the fullest extent and in the manner permitted under applicable law.

(h) Reservation of Rights. FMX reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the FMX IP.

4. Fees and Payment.

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(a) Fees. Customer agrees to pay FMX the fees for Services as listed in the Subscription Summary ("Fees"). In the event that either a Service is added to or removed from the Services provided to Customer by mutual agreement of the Parties, or, if applicable, the Parties agree to increase or decrease the number of Authorized Users, the Subscription Summary shall be modified by FMX to reflect the then-current Fees. In the event the Subscription Summary is modified, the applicable Fees for the then current invoice period shall be calculated by FMX in accordance with its then current practices.

(b) Payment Terms. Unless otherwise specified in the Subscription Summary, FMX will invoice Customer periodically. The Customer will pay any undisputed invoice within thirty (30) days of the applicable invoice date, unless otherwise stated in the Subscription Summary. If Customer has a good faith dispute as to any amounts invoiced, Customer shall promptly notify FMX of the grounds for such dispute, pay the undisputed portion of such invoice when due, and engage with FMX in good faith efforts to resolve such dispute promptly. Customer will pay FMX simple interest on all overdue payments at a rate of 10% per year, or the maximum rate allowable by law, if lesser. If any amount is past due, FMX may, without notice, immediately suspend Customer's access to any or all Services until such amounts are paid in full. Customer shall be responsible for all expenses incurred by FMX in the collection of any unpaid invoice, including attorney's fees and costs.

(c) Fees Exclusive of Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on FMX's income.

5. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). In the case of FMX, the term "Confidential information" includes the Services and the FMX IP. Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain except as a result of a Party's violation of this Agreement; (b) known to the receiving Party on a non-confidential basis at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; (d) Aggregated Statistics; or (e) independently developed by the receiving Party without reference to the other Party's Confidential Information. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. The receiving Party shall be liable for any unauthorized use or disclosure of the disclosing Party's Confidential Information by any of such receiving Party's employees or agents in the same manner as if such use or disclosure was made by the receiving Party itself. Further, the receiving Party shall not use the disclosing Party's

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Confidential Information for any purpose except in performance of the receiving Party's duties or the exercise of the disclosing Party's rights under this Agreement. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order, at the request and expense of the other Party; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire two (2) years from the date of termination of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

6. Intellectual Property Ownership; Feedback.

(a) FMX IP. Customer acknowledges that, as between Customer and FMX, FMX owns all right, title, and interest, including all intellectual property rights, in and to the FMX IP included within the Services and/or provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, FMX IP includes Aggregated Statistics and any information, data, or other content derived from FMX's monitoring of Customer's access to or use of the Services, but does not include Customer Data, and, with respect to Third-Party Services, the applicable third-party owns all right, title, and interest, including all intellectual property rights, in and to the Third-Party Services. No ownership rights in the FMX IP are transferred to Customer. Customer acknowledges and agrees that Customer neither has nor at any time shall attempt to claim, any interest in or to any of the FMX IP or the use thereof other than any limited rights of access and use as expressly granted in this Agreement.

(b) Customer Data. FMX acknowledges that, as between FMX and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services, other than the Aggregated Statistics. Customer hereby grants to FMX a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for FMX to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

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(c) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to FMX by mail, email, telephone, orally or otherwise, suggesting or recommending changes to the Services or the FMX IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), FMX is free to use such Feedback without any obligation to Customer or any other person, irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to FMX on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and FMX is free to use and fully exploit, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although FMX is not required to use any Feedback.

7. Data Security.

(a) FMX Obligations. FMX shall not use, disclose or access Customer Data except as authorized by Customer, required to provide and support the Services or to comply with law or as permitted by this Agreement, the Documentation or the Subscription Summary. FMX shall implement commercially reasonable controls and procedures to limit access or use by its employees and contractors to Customer Data except as permitted by the preceding sentence. FMX, however, makes no representations or warranties with regard to Customer or any third party's compliance with standards or use of other data security controls.

(b) Customer Obligations. Customer represents that Customer has all required rights and permissions to transmit the data through the Services and that Customer's collection, use, processing and disclosure of the Customer Data complies with all applicable laws and governmental and industry regulations. FMX does not review data stored or transmitted through the Services, and FMX shall not be responsible for the legality of any such data or transmissions. Customer agrees to safeguard all usernames and passwords associated with the Services and acknowledges Customer shall be liable for any actions conducted using Customer's username, whether or not authorized by Customer.

(c) Breaches and Vulnerabilities. FMX shall promptly provide written notice within SEVENTY-TWO (72) hours upon becoming aware of any data breach or new vulnerability that may compromise the security or confidentiality of the Customer's Data. The notification shall include detailed information about the nature of the breach or vulnerability, the potential impact on the Customer's data and systems, and any remedial actions being taken or recommend by FMX to address the situation.

8. Representations and Warranties; Acknowledgment.

(a) By Customer. Customer represents and warrants that (a) all Customer Data and other materials and data provided by Customer do not, and will not, infringe any United States patent, copyright, trademark, service mark or other intellectual property right of any third party in the United States; (b) Customer is now in compliance with and during the Term of the Agreement shall continue to remain in compliance with all applicable U.S. and foreign laws and regulations including but not limited to (i) the International Emergency Economic Powers Act (50 U.S.C. § 1701) and all other laws administered by United States Office of Foreign Assets Control or any other governmental authority imposing economic sanctions and trade embargoes, (ii) U.S. export control laws, including the Export Administration Regulations promulgated under the Export Administration Act of 1979 and the International Traffic in Arms Regulations administered by the U.S. Department of State, and (iii) the

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Foreign Corrupt Practices Act of 1977, as amended; and (c) each of the Authorized Users shall agree to be bound by and comply with this Agreement.

(b) Customer Acknowledgment. Customer acknowledges that the proper functioning and availability of the Services is dependent on interface and data exchange with various Customer and third-party platforms and APIs. In the event that changes, or updates are made to such Customer or third-party platforms or APIs, changes or updates may be required to FMX's infrastructure or codebase in order to maintain the functionality of the Services. FMX reserves the right to charge additional fees or increase the Fees to be payable by Customer in order to accommodate such changes or updates.

9. Limited Warranty; Warranty Disclaimer. FMX will make commercially reasonable efforts to make the Services available in a professional manner substantially consistent with the level of care, skill, practice and judgment exercised by other professionals in developing and providing Services of a similar nature under similar circumstances. EXCEPT FOR THE LIMITED WARRANTY PROVIDED HEREIN, THE SERVICES AND THE FMX IP ARE PROVIDED "AS IS" AND "WHERE IS" AND WITH ALL FAULTS, AND FMX HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. FMX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. FMX MAKES NO WARRANTY OF ANY KIND THAT THE FMX IP, OR ANY SERVICES OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. IN THE EVENT OF ANY INTERRUPTION NOT PERMITTED BY THIS AGREEMENT, FMX'S SOLE OBLIGATION SHALL BE TO RESTORE ACCESS AS SOON AS REASONABLY POSSIBLE. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER HAS NOT ENTERED INTO THE AGREEMENT ON THE BASIS OF ANY REPRESENTATIONS OR PROMISES NOT EXPRESSLY CONTAINED HEREIN.

10. Customer Indemnification. Customer shall indemnify, hold harmless, and, at FMX's option, defend FMX from and against any Third-Party Claim that (a) the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights, privacy rights or other rights, and (b) any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by FMX or authorized by FMX in writing; or (iv) modifications to the Services not made by FMX; provided that Customer may not settle any Third-Party Claim against FMX unless FMX consents in writing to such settlement, and further provided that FMX will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

11. FMX Indemnification. FMX shall indemnify, defend, and hold harmless Customer from and against any and all Third-Party Claims that the Services, or any use of the

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Services in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights, provided that Customer promptly notifies FMX in writing of such Third-Party Claim, cooperates with FMX, and allows FMX sole authority to control the defense and settlement of such Third-Party Claim. If a Third Party-Claim is made or appears possible, Customer agrees to permit FMX, at FMX's sole discretion, to (a) modify or replace the Services, or component or part thereof, to make it non-infringing, or (b) obtain the right for Customer to continue use. If FMX determines that neither alternative is reasonably available, either Party may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to the other. This Section will not apply to the extent that the alleged infringement arises from: (a) use of the Services in combination with data, software, hardware, equipment, or technology not provided by FMX; (b) modifications to the Services not made by FMX; or (c) Customer Data.

12. Limitations of Liability. NOTWITHSTANDING ANY DAMAGES THAT CUSTOMER MIGHT INCUR FOR ANY REASON WHATSOEVER, IN NO EVENT WILL FMX BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER FMX WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL FMX'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE LESSER OF THE ACTUAL, DIRECT DAMAGES INCURRED OR THE AMOUNT ACTUALLY PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE INITIAL CLAIM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS PARAGRAPH AND THAT FMX WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THE LIMITATIONS OF LIABILITY SET FORTH HEREIN.

13. Term and Termination.

(a) Term. The term ("Term") of this Agreement shall commence on the Effective Date and shall continue thereafter until the termination or expiration, as applicable, of the term for each Service listed on the Subscription Summary, as may be amended from time to time by the parties, in writing.

(b) Renewal. Following the initial Term, the Term of this Agreement shall continue for a subsequent period of time that is equal to the duration of the initial Term (each such period, a "Renewal Term") unless either Party elects to terminate this Agreement by giving written notice to the other Party of the election to terminate at least thirty (30) days prior to the expiration of the then-current initial Term or Renewal

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Term. After the initial Term, FMX may, at least thirty (30) days prior to the expiration of the then-current initial Term or Renewal Term, provide written notice to Customer adjusting the Fees and other costs, fees or prices for such Services.

(c) Termination. In addition to any other express termination right set forth in this Agreement:

(i) FMX may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than five (5) days after FMX's delivery of written notice thereof; or (B) breaches any of its obligations under Section 3(c) or Section 8;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured ten (10) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(d) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Services and, without limiting Customer's obligations under Section 7, Customer shall delete, destroy, or return all copies of FMX's Confidential Information and certify in writing to FMX that the FMX Confidential Information has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

(e) Survival. This Section 13(e) and Sections 4, 5, 6, 8, 9, 10, 11, 13(d) and 14 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

14. Miscellaneous.

(a) Publicity. FMX may issue or release announcements, statements, or other publicity or marketing materials relating to this Agreement, or otherwise use the Customer IP, in each case, without the prior written consent of the Customer, but

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solely on or in connection with the promotion, advertising, and resale of FMX's services. FMX shall reasonably comply with any policies provided to FMX by Customer related to Customer IP, which may be amended from time to time in Customer's sole discretion.

(b) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, any state mandated contract, rule, or regulation; (ii) second, this Agreement; (iii) third, the Subscription Summary applicable to this Agreement; and (iv) fourth, any other documents incorporated herein by reference.

(c) Notices. Except as otherwise set forth in this Agreement, any and all Digital Notices shall be effective when provided. Notices to Customer shall be sent via Digital Notice to the e-mail address specified in the Subscription Summary, or such other address as Customer may hereafter deliver to FMX by Digital Notice. If Customer is providing Digital Notice to terminate this Agreement as permitted herein, such written notice shall be sent via e-mail to billing@gofmx.com.

(d) Force Majeure. All other terms of this Agreement notwithstanding, FMX shall not be liable for failure to perform any obligation under this Agreement or the failure of Services if such failure is caused by the occurrence of any contingency beyond the reasonable control of FMX (a "Force Majeure Event"), including but not limited to, fire, flood, strike, power outage, Internet outage, industrial disturbance, disruption, termination, or availability or reduction of services or products provided by third parties, denial of service attack, unavailability of the Internet, war, riot, insurrection, acts of God, epidemics, pandemics, acts of civil or military authority, or changes in third party platforms or APIs with which the Services interface or otherwise operate. In the event of such a Force Majeure Event, time for delivery or other performance under this Agreement shall be as soon as practicable following such Force Majeure Event.

(e) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(f) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not

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affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(g) Governing Law; Submission to Jurisdiction. This Agreement shall be construed and interpreted in accordance with and shall be governed by the laws of the State of Ohio, without regard to principles of conflict of law and irrespective of the fact that one or more Parties hereto is now or may hereafter be a resident of a different state, jurisdiction or country. The state and federal courts situated in Franklin County, Ohio shall have exclusive jurisdiction for resolving any dispute arising under or relating to this Agreement. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply. The parties further expressly exclude the application of the Uniform Computer Information Transactions Act.

(h) Assignment. Neither Party to this Agreement may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld. Notwithstanding the foregoing, FMX may assign or otherwise transfer any or all of its rights or obligations under this Agreement in the case of a sale or other transfer of all or substantially all of its assets or equity (whether by sale of assets or stock or by merger or other reorganization), without the prior consent of or notice to Customer.

(i) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Sections 5, 8 or, in the case of Customer, Section 3(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(j) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, electronic signature or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

15. NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to waive sovereign immunity by the Customer 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.

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16. Public Records. FMX shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, FMX shall:
i. Keep and maintain public records required by the public agency to perform the service.
ii. 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.
iii. 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 FMX does not transfer the records to the public agency.
iv. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of FMX or keep and maintain public records required by the public agency to perform the service. If FMX transfers all public records to the public agency upon completion of the contract, FMX shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FMX keeps and maintains public records upon completion of the contract, FMX 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.

City of Ocala:

DocuSigned by:
Christopher Watt
8C80B9F07388433...
Christopher Watt

Chief of Staff

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
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William E. Sexton, Esq.

City Attorney

Certificate Of Completion

Envelope Id: 667B491B-56CA-8B37-835E-3BF24F7F6009
Status: Completed
Subject: SIGNATURE - 2026 FMX Software Renewal (ITS/260572)
Source Envelope:
Document Pages: 16
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

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plewis@ocalafl.org
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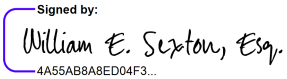
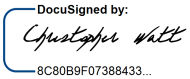
Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by:  4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 4/8/2026 9:42:39 AM Viewed: 4/9/2026 4:06:07 PM Signed: 4/28/2026 11:59:47 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Christopher Watt cwatt@ocalafl.org Chief of Staff Security Level: Email, Account Authentication (None)	DocuSigned by:  8C80B9F07388433... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 4/28/2026 11:59:48 AM Viewed: 4/28/2026 12:08:40 PM Signed: 4/28/2026 12:09:23 PM
Electronic Record and Signature Disclosure: Accepted: 4/28/2026 12:08:40 PM ID: d955dba6-a4af-4fb0-96fb-30c5425c617c		

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	4/8/2026 9:42:40 AM
Certified Delivered	Security Checked	4/28/2026 12:08:40 PM
Signing Complete	Security Checked	4/28/2026 12:09:23 PM
Completed	Security Checked	4/28/2026 12:09:23 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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SEVENTH AMENDMENT TO AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING

THIS SEVENTH AMENDMENT TO AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING ("Seventh Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **WASTE PRO OF FLORIDA, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 59-3701785) ("Vendor").

WHEREAS, on May 15, 2018, City and Vendor entered into an Agreement for Single-Stream Curbside Recycling for a term of five (5) years from October 1, 2018, through September 30, 2023, City of Ocala Contract Number: PWD/18-014 (the "Original Agreement"); and

WHEREAS, on December 30, 2019, City and Vendor entered into a First Amendment (the "First Amendment") of Agreement for Single-Stream Curbside Recycling, modifying the compensation in accordance with the escalation provisions in the Original Agreement; and

WHEREAS, on June 10, 2021, City and Vendor entered into a Second Amendment (the "Second Amendment") of Agreement for Single-Stream Curbside Recycling, to amend the compensation pursuant to the escalation provisions in the Original Agreement; and

WHEREAS, on October 12, 2021, City and Vendor entered into a Third Amendment (the "Third Amendment") of Agreement for Single-Stream Curbside Recycling, to amend the compensation pursuant to the escalation provisions in the Original Agreement; and

WHEREAS, on January 31, 2023, City and Vendor entered into a Fourth Amendment (the "Fourth Amendment") of Agreement for Single-Stream Curbside Recycling, to further amend the compensation per Section 3, Escalation of the Original Agreement utilizing the CPI-U Index; and

WHEREAS, on April 10, 2023, City and Vendor entered into a Fifth Amendment (the "Fifth Amendment") of Agreement for Single-Stream Curbside Recycling, extending the Original Agreement for the available five-year renewal period and further amending the compensation and contamination provisions.

WHEREAS, on October 30, 2024, City and Vendor entered into a Sixth Amendment (the "Sixth Amendment") of Agreement for Single-Stream Curbside Recycling, amending the compensation terms in the Original Agreement.

WHEREAS, Vendor has requested an increase to the contract compensation amount pursuant to the CPI-U Index.

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, 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 Seventh Amendment.
3. **COMPENSATION.** Effective **OCTOBER 1, 2025**, the City shall pay the Vendor for the performance of the work, and in accordance with the contract documents a total of **$427.13 per ton (FOUR**

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HUNDRED TWENTY-SEVEN 13/100 DOLLARS/TON) which represents a 5% increase based on the most recent **twelve (12) month** period of the CPI-U Index.

4. **NOTICES**. All notices, certifications or communications required by this Seventh 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:	Waste Pro of Florida, Inc. Attn: Joseph Lourenco 408 Cypress Road Ocala, Florida 34472 PH: 352-857-3387 E-mail: jolourenco@wasteprousa.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

5. **COUNTERPARTS.** This Seventh 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).** 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 Seventh Amendment. Further, a duplicate or copy of the Seventh Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Seventh Amendment for all purposes.

7. **LEGAL AUTHORITY**. Each person signing this Seventh Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Seventh 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 Seventh Amendment.

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

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IN WITNESS WHEREOF, the parties have executed this Seventh Amendment on 9/22/2025.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E64A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by:
Kristen Dreyer
382728BFAF374FC...
Kristen Dreyer
City Council President

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...
William E. Sexton, Esq.
City Attorney

WASTE PRO OF FLORIDA, INC.

Signed by:
Joseph Lourenco
A7E336788F1D404...

By: Joseph Lourenco
(Printed Name)

Title: Division Manager
(Title of Authorized Signatory)

Certificate Of Completion

Envelope Id: 53017D64-E751-4EBB-BDFE-37F11F99659C
Status: Completed
Subject: SIGNATURE - Amendment 7 - Curbside Recycling (PWD/18-014)
Source Envelope:
Document Pages: 3
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
9/18/2025 3:09:29 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
Joseph Lourenco jolourenco@wasteprousa.com Division Manager Security Level: Email, Account Authentication (None)	Signed by: Joseph Lourenco A7E336788F1D404... Signature Adoption: Pre-selected Style Using IP Address: 2600:8807:c98d:5400:10d3:b820:d044:1a9 Signed using mobile	Sent: 9/18/2025 3:11:42 PM Viewed: 9/21/2025 7:45:14 AM Signed: 9/21/2025 7:45:46 AM
Electronic Record and Signature Disclosure: Accepted: 9/21/2025 7:45:14 AM ID: 5e8ac8f0-1b20-4432-bc29-8e915227adc9		
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: 9/21/2025 7:45:47 AM Viewed: 9/22/2025 10:00:40 AM Signed: 9/22/2025 10:04:12 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Kristen Dreyer kdreyer@ocalafl.gov Council President City of Ocala Security Level: Email, Account Authentication (None)	Signed by: kristen Dreyer 382728BFAF374FC... Signature Adoption: Pre-selected Style Using IP Address: 38.34.228.248	Sent: 9/22/2025 10:04:13 AM Viewed: 9/22/2025 9:31:56 PM Signed: 9/22/2025 9:32:05 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: 9/22/2025 9:32:06 PM Viewed: 9/23/2025 9:01:46 AM Signed: 9/23/2025 9:01:59 AM

Signer Events	Signature	Timestamp

Electronic Record and Signature Disclosure:
Accepted: 9/23/2025 9:01:46 AM
ID: ebc9662e-86b0-46af-b3af-f462bfbb5bdf

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	9/18/2025 3:11:42 PM
Certified Delivered	Security Checked	9/23/2025 9:01:46 AM
Signing Complete	Security Checked	9/23/2025 9:01:59 AM
Completed	Security Checked	9/23/2025 9:01:59 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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EIGHTH AMENDMENT TO AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING

THIS EIGHTH AMENDMENT TO AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING ("Eighth Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **WASTE PRO OF FLORIDA, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 59-3701785) ("Vendor").

WHEREAS, on May 15, 2018, City and Vendor entered into an Agreement for Single-Stream Curbside Recycling for a term of five (5) years from October 1, 2018, through September 30, 2023, City of Ocala Contract Number: PWD/18-014 (the "Original Agreement"); and

WHEREAS, on December 30, 2019, City and Vendor entered into a First Amendment (the "First Amendment") of Agreement for Single-Stream Curbside Recycling, modifying the compensation in accordance with the escalation provisions in the Original Agreement; and

WHEREAS, on June 10, 2021, City and Vendor entered into a Second Amendment (the "Second Amendment") of Agreement for Single-Stream Curbside Recycling, to amend the compensation pursuant to the escalation provisions in the Original Agreement; and

WHEREAS, on October 12, 2021, City and Vendor entered into a Third Amendment (the "Third Amendment") of Agreement for Single-Stream Curbside Recycling, to amend the compensation pursuant to the escalation provisions in the Original Agreement; and

WHEREAS, on January 31, 2023, City and Vendor entered into a Fourth Amendment (the "Fourth Amendment") of Agreement for Single-Stream Curbside Recycling, to further amend the compensation per Section 3, Escalation of the Original Agreement utilizing the CPI-U Index; and

WHEREAS, on April 10, 2023, City and Vendor entered into a Fifth Amendment (the "Fifth Amendment") of Agreement for Single-Stream Curbside Recycling, extending the Original Agreement for the available five-year renewal period and further amending the compensation and contamination provisions.

WHEREAS, on October 30, 2024, City and Vendor entered into a Sixth Amendment (the "Sixth Amendment") of Agreement for Single-Stream Curbside Recycling, amending the compensation terms in the Original Agreement.

WHEREAS, on September 22, 2025, City and Vendor entered into a Seventh Amendment to Agreement for Single-Stream Curbside Recycling to increase contract compensation pursuant to the CPI-U Index; and

WHEREAS, on January 13, 2026, at the Solid Waste Revenue Sufficiency Study Workshop, City Council directed staff to eliminate single-stream curbside recycling for City sanitation customers effective July 1, 2026; and

WHEREAS, City and Vendor wish to further amend the Agreement to comply with the City Council directive.

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.

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2. **INCORPORATION OF ORIGINAL AGREEMENT**. Effective **JULY 6, 2026**, The Original Agreement between City and Vendor, 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 Eighth Amendment.

3. **AMENDMENT TO EXHIBIT A.** The document attached to the Original Agreement, as amended, as **Exhibit A – Scope of Service** is hereby deleted and replaced in its entirety with **Amended Exhibit A – Scope of Service**.

4. **AMENDMENT TO EXHIBIT B.** The document attached to the Original Agreement, as amended, as **Exhibit B – Tagging Procedures** is hereby deleted in its entirety from this Agreement.

5. **SERVICES.** Vendor shall provide all materials, labor, and equipment to process recyclable materials at its Materials Recovery Facility (MRF) as described, and pursuant to the scope of service set forth on the attached **Amended Exhibit A – Scope of Services.** This Agreement, and all exhibits, hold precedence over the Soliciation Documents.

6. **COMPENSATION.** The City shall pay the Vendor for the performance of the services, and in accordance with the contract documents a total of **$125.00 per ton (ONE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS/TON)**.

7. **PURCHASE OF CARTS.** City shall pay Vendor **EIGHTEEN AND NO/100 DOLLARS PER CONTAINER ($18.00/container)** for each single-family residential recycling cart, based on the number of single-family unit customers currently receiving sanitation services from the City. Vendor shall be responsible for removing recycling containers from multi-family and commercial properties.

8. **NOTICES**. All notices, certifications or communications required by this Eighth 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:	Waste Pro of Florida, Inc. Attn: Joseph Lourenco 408 Cypress Road Ocala, Florida 34472 PH: 352-857-3387 E-mail: jolourenco@wasteprousa.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

Docusign Envelope ID: 5A625625-8716-8C5F-83E2-995DB4537326

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

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

10. **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 Eighth Amendment. Further, a duplicate or copy of the Eighth Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Eighth Amendment for all purposes.

11. **LEGAL AUTHORITY**. Each person signing this Eighth Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Eighth 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 Eighth Amendment.

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

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Ire Bethea, Sr.
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

WASTE PRO OF FLORIDA, INC.

Signed by:
Joseph Lourenco
A7E336788F1D404...

By: Joseph Lourenco
(Printed Name)

Title: Division Manager
(Title of Authorized Signatory)

Docusign Envelope ID: 5A625625-8716-8C5F-83E2-995DB4537326

The City shall collect recyclable materials from City-owned recycling drop-off sites and deliver them to the Vendor's Materials Recovery Facility (MRF). Vendor shall be responsible for the processing of recyclable materials. The City will drop off recyclable materials to the Vendor's MRF between the hours of 7:00 a.m. and 4:00 p.m. Monday through Friday.

Definitions

Recyclables – Objects that can be salvaged, processed and used again.

Recyclable processing – Sorting and/or delivering recyclables to a certified recycling facility.

Landfilling – A system of trash and garbage disposal in which the waste is buried between layers of earth in an appropriately permitted facility.

Vendor Responsibilities

Vendor will be responsible for the processing of recyclables in the most cost efficient and effective manner. It is the sole responsibility of the Vendor to perform the necessary activities in accordance with requirements of any permits and applicable laws.

Scope of Service

Vendor will process, and market recyclable materials including:

1. Aluminum products; bi-metal/steel cans;
2. PET, PETE, HDPE plastic containers (includes colored, #1-7 plastics);
3. Newspapers and inserts; phone books; junk mail; office paper; old corrugated cardboard (OCC); paperboard; magazines; cereal boxes.

Revenues

Vendor will receive 100% of the revenues from the sale of recyclables.

Contamination

All recycling materials collected will be delivered by the City to the Vendor. Landfilling of approved recycling materials will be prohibited, apart from material contamination. The Vendor must report on a quarterly basis the landfilling of contaminated materials, detailing the amount of landfilled materials.

The City will pay for contamination (out-throws) that exceeds 10% of the monthly recyclable materials delivered by the City, at the rate of $125.00 a ton. Updated composition studies will be done every 12 months thereafter to determine the charge for out-throws for that period.

Recycling Bins

The City shall purchase the existing recycling bins at single-family units located within City limits that were provided by Vendor as part of this Agreement. The City will collect the recycling bins from customer addresses within City Limits. Vendor shall remove existing recycling containers from multi-family units and commercial buildings.

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Reporting Requirements

Vendor shall keep accurate program records and submit reports to comply with the City's reporting requirements. These reports are extremely important, as they will serve as a means to inform the City's staff of the status of recycling activities. The City also requires the Vendor to provide certifiable, accurate monthly weight receipts for all materials collected in the City's program and marketed by the Vendor. Monthly, quarterly and annual reporting requirements are outlined below:

Monthly Project Reports

- Summaries of the tonnages of all materials recovered
- Any changes in processing locations or outlets for any commodity.

Quarterly Reporting Requirements

- Tonnages recovered by material and where they were processed.
- Discussion of problems and noteworthy experiences in program operation.
- Summary of all complaint calls received by number and type.

Annual Reports

- Summary of recovered materials' tonnage and type, and where they were processed.
- A discussion of highlights and problems, and measures taken to resolve problems and increase efficiency.

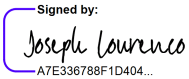
Certificate Of Completion

Envelope Id: 5A625625-8716-8C5F-83E2-995DB4537326
Status: Completed
Subject: SIGNATURE: Revised Amendment 8 - Single-Stream Curbside Recycling (PWD/18-014)
Source Envelope:
Document Pages: 5
Signatures: 1
Certificate Pages: 4
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
5/27/2026 11:33:16 AM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Joseph Lourenco jolourenco@wasteprousa.com Division Manager Security Level: Email, Account Authentication (None)	Signed by:  A7E336788F1D404... Signature Adoption: Pre-selected Style Using IP Address: 38.104.89.90	Sent: 5/27/2026 11:35:13 AM Viewed: 5/27/2026 1:19:02 PM Signed: 5/28/2026 9:53:27 AM

Electronic Record and Signature Disclosure:
Accepted: 5/27/2026 1:19:02 PM
ID: 90669eaf-b260-49d9-9e6c-9c156ffc5152

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	5/27/2026 11:35:13 AM
Envelope Updated	Security Checked	5/28/2026 7:59:33 AM
Envelope Updated	Security Checked	5/28/2026 7:59:33 AM
Certified Delivered	Security Checked	5/27/2026 1:19:02 PM
Signing Complete	Security Checked	5/28/2026 9:53:27 AM
Completed	Security Checked	5/28/2026 9:53:27 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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THIRD AMENDMENT TO CONSTRUCTION SERVICES AGREEMENT FOR TRANSPORTATION REHABILITATION IMPROVEMENT PROGRAM ("TRIP") PROJECTS

THIS THIRD AMENDMENT TO CONSTRUCTION SERVICES AGREEMENT FOR TRANSPORTATION REHABILITATION IMPROVEMENT PROGRAM ("TRIP") ("Third 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, City and Contractor now desire to renew the Original Agreement for the first of two available one-year renewal terms, with a 3% increase to the pricing schedule for the Renewal Term.

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 City and Contractor is hereby incorporated by reference as if set forth herein its entirety and remains in full force and effect except for those terms and conditions expressly amended by this Third Amendment.
3. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL**. The document attached to the Original Agreement as **Exhibit B – Price Proposal** is hereby deleted and replaced, in its entirety, with the document attached to this Third Amendment as **Exhibit B – Amended Price Proposal**.
4. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional (1) one-year term commencing **MAY 3, 2025,** and ending **MAY 2, 2026**. This Agreement may be renewed for **ONE (1)** additional **ONE (1) YEAR** period by written consent between City and Contractor.
5. **COMPENSATION.** City shall pay Contractor a price not to exceed **THREE MILLION AND NO/100 DOLLARS ($3,000,000)** (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory provision of services.
6. **NOTICES.** All notices, certifications or communications required by this Third 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: Stuart Savoy 4208 CR 124-A Wildwood, Florida 34785 Phone: 352-330-2540 E-mail: ssavoy@cwrcontracting.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

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

8. **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 Third Amendment. 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 Third Amendment for all purposes.

9. **LEGAL AUTHORITY**. Each person signing this Third Amendment 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 Third Amendment.

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

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IN WITNESS WHEREOF, the parties have executed this Third Amendment on 5/12/2025.

ATTEST:

Signed by: Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by: kristen Dreyer

Kristen Dreyer
City Council President

Approved as to form and legality:

Signed by: William E. Sexton, Esq.

William E. Sexton, Esq.
City Attorney

C.W. ROBERTS CONTRACTING, INC.

Signed by: Stuart Savoy

By: Stuart Savoy
(Printed Name)

Title: Vice-President
(Title)

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Exhibit B -Amended Price Proposal

ITB# CIP/230266 Transportation Rehabilitation Improvement Program

CONTRACTOR NAME	LOCATION
CW Roberts Contracting, Inc.	Wildwood, FL

ITEM	DESCRIPTION	UOM	UNIT COST
G-03	Project Sign	EA	$1,751.00
G-04	Emergency Call Out (24 Hours A Day)	HR	$2,060.00
G-05	Maintenance of Traffic (Used W/emergency call out ONLY)	DAY	$5,459.00
G-06-1	Silt Fence & Sediment Control (Installation and Removal)	LF	$8.24
G-06-2	Silt Fence & Sediment Control (Installation and Removal)	LF	$4.64
G-07	Tree Protection/ Construction Fence	LF	$16.48
G-08-1	Remove and Relocate Existing Mailboxes	EA	$283.25
G-08-2	New Mailbox (Furnish&install)	EA	$515.00
G-09	Clearing and Grubbing - LIGHT	SY	$66.95
G-10	Clearing and Grubbing - HEAVY	SY	$139.05
G-11-1	Excavation, General	CY	$61.80
G-11-2	Excavation, General	CY	$35.54
G-11-3	New Sidewalk Excavation	SY	$32.96
G-11-4	New Sidewalk Excavation	SY	$28.07
G-12-1	Backfill W/Off-site Material	CY	$98.88
G-12-2	Backfill W/Off-site Material	CY	$61.80
G-15-1	Finish Grading	SY	$17.00
G-15-2	Finish Grading	SY	$9.06
G-17-1	Remove and Replace Unsuitable Material	CY	$128.75
G-17-2	Remove and Replace Unsuitable Material	CY	$118.45
G-18-1	Stabilized subgrade	SY	$28.58
G-18-2	Stabilized subgrade	SY	$20.60
G-19-1	Limerock- New Material for Reworking Base	CY	$37.60
G-19-2	Limerock- New Material for Reworking Base	CY	$36.26
G-19-3	Limerock- 4" Base	SY	$36.05
G-19-4	Limerock- 4" Base	SY	$15.86
G-19-5	Limerock- 6" Base	SY	$43.26
G-19-6	Limerock- 6" Base	SY	$21.63
G-19-7	Limerock- 8" Base	SY	$51.50
G-19-8	Limerock- 8" Base	SY	$27.30
G-19-9	Limerock- 10" Base	SY	$52.53
G-19-10	Limerock- 10" Base	SY	$35.54
G-19-11	Limerock- 12" Base	SY	$62.32
G-19-12	Limerock- 12" Base	SY	$37.34
G-20-1	Temporary Construction Tracking Pad	LS	$2,884.00
G-20-2	No. 57 Stone	CY	$109.18
G-20-3	No. 57 Stone	CY	$103.00
G-21-1	Removal of Existing Concrete Sidewalks / Driveways	SY	$51.50
G-21-2	Removal of Existing Concrete Sidewalks / Driveways	SY	$40.94
G-22-1	Removal of Existing Concrete Curb & Gutter /or Traffic Separator	LF	$35.54
G-22-2	Removal of Existing Concrete Curb & Gutter /or Traffic Separator	LF	$25.24
G-23	Concrete Fill	CY	$370.80
G-24-1	Joint Sealer for Pavement and Structures: Hot Pour Crack Sealing	GAL	$61.80
G-24-2	Joint Sealer for Pavement and Structures: Hot Pour Crack Sealing	GAL	$56.65
G-25-1	Removal of Existing Asphalt Pavement	SY	$51.50
G-25-2	Removal of Existing Asphalt Pavement	SY	$36.05
G-26-1	Temporary Asphalt Millings	TN	$80.34
G-26-2	Temporary Asphalt Millings	TN	$51.50
G-27-1	Mill Existing Asphalt Pavement at 1" Depth	SY	$14.42
G-27-2	Mill Existing Asphalt Pavement at 1" Depth	SY	$5.59
G-27-3	Mill Existing Asphalt Pavement at 1.5" Depth	SY	$14.57
G-27-4	Mill Existing Asphalt Pavement at 1.5" Depth	SY	$6.08
G-27-5	Mill Existing Asphalt Pavement at 2" Depth	SY	$14.68
G-27-6	Mill Existing Asphalt Pavement at 2" Depth	SY	$6.18
G-28-1	Compacted Roadway Subbase	SY	$9.58
G-28-2	Compacted Roadway Subbase	SY	$5.41
G-29-1	Reclaimed Asphalt Pavement Base (Reclaim 6" to 8")	SY	$19.93
G-29-2	Reclaimed Asphalt Pavement Base (Reclaim 6" to 8")	SY	$13.00
G-32-1	Miscellaneous Asphalt (25 ≤ tons)	TN	$576.80
G-32-2	Asphalt Berms, Speed Bumps & Curbs	TN	$298.70
G-32-3	Asphalt Leveling Superpave 9.5	TN	$203.43

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ITEM	DESCRIPTION	UOM	UNIT COST
G-32-4	Asphalt Pavement Superpave - 9.5	TN	$236.90
G-32-5	Asphalt Pavement Superpave - 9.5	TN	$196.73
G-32-6	Asphalt Pavement Superpave - 9.5	TN	$168.92
G-32-7	Asphalt Pavement FC 9.5 w/Poly	TN	$262.65
G-32-8	Asphalt Pavement FC 9.5 w/Poly	TN	$214.24
G-32-9	Asphalt Pavement FC 9.5 w/Poly	TN	$195.70
G-32-10	Asphalt Pavement Superpave - 12.5	TN	$231.75
G-32-11	Asphalt Pavement Superpave - 12.5	TN	$194.67
G-32-12	Asphalt Pavement Superpave - 12.5	TN	$167.89
G-33-1	Roadway Guardrail	LF	$51.50
G-33-2	Roadway Guardrail - End treatment (Approach)	EA	$2,369.00
G-34-1	Object Marker, Type 1	EA	$257.50
G-34-2	Object Marker, Type 2	EA	$185.40
G-34-3	Object Marker, Type 3	EA	$257.50
G-34-4	Object Marker, Type 4	EA	$391.40
G-35-1	Delineator, Flexible Tubular	EA	$128.75
G-35-2	Delineator, non-Flexible	EA	$103.00
G-35-3	Delineator, Flexible High Visibility Median	EA	$257.50
G-35-4	Delineator, Flexible High Performance	EA	$319.30
G-40	Pull and Junction Box, Furnish & Install	EA	$3,012.75
G-41	Pull and Junction Box, Install	EA	$1,802.50
G-42	Pull and Junction Box, relocate	EA	$1,802.50
G-43-1	Type C Stormwater Inlet, 0'-6'	EA	$7,004.00
G-43-2	Type C Stormwater Inlet, 6'-12'	EA	$15,450.00
G-43-3	Type C Stormwater Inlet, 12' - 18'	EA	$29,664.00
G-43-4	Type C Stormwater Inlet, 18' - 24'	EA	$63,860.00
G-43-5	Type D Storm water Inlet, 0'-6'	EA	$7,004.00
G-43-6	Type D Storm water Inlet, 6'- 12'	EA	$15,450.00
G-43-7	Type D Stormwater Inlet, 12'-18'	EA	$29,664.00
G-43-8	Type D Stormwater Inlet, 18' - 24'	EA	$63,860.00
G-43-9	Type 1 Stormwater Inlet, 0'- 6'	EA	$7,004.00
G-43-10	Type 1 Stormwater Inlet, 6'- 1 2'	EA	$15,450.00
G-43-11	Type 1 Stormwater Inlet, 12'-18'	EA	$29,664.00
G-43-12	Type 1 Stormwater Inlet, 18 ' - 24 '	EA	$63,860.00
G-43-13	Type 2 Stormwater inlet, 0'- 6'	EA	$7,004.00
G-43-14	Type 2 Stormwater inlet, 6' - 12'	EA	$15,450.00
G-43-15	Type 2 Stormwater inlet, 12' - 18'	EA	$29,664.00
G-43-16	Type 2 Stormwater inlet, 18' -24'	EA	$63,860.00
G-43-17	Type 4 Stormwater inlet, 0'- 6'	EA	$7,004.00
G-43-18	Type 4 Stormwater inlet, 6' - 12'	EA	$15,450.00
G-43-19	Type 4 Stormwater inlet, 12' - 18'	EA	$29,664.00
G-43-20	Type 4 Stormwater inlet, 18' -24'	EA	$63,860.00
G-43-21	Type 5 Stormwater inlet, 0'- 6'	EA	$7,004.00
G-43-22	Type 5 Stormwater inlet, 6' - 12'	EA	$15,450.00
G-43-23	Type 5 Stormwater inlet, 12' - 18'	EA	$29,664.00
G-43-24	Type 5 Stormwater inlet, 18' -24'	EA	$63,860.00
G-43-25	Type 6 Stormwater inlet, 0'- 6'	EA	$7,004.00
G-43-26	Type 6 Stormwater inlet, 6' - 12'	EA	$15,450.00
G-43-27	Type 6 Stormwater inlet, 12' - 18'	EA	$29,664.00
G-43-28	Type 6 Stormwater inlet, 18' -24'	EA	$63,860.00
G-43-29	Type 9 Stormwater inlet, 0'- 6'	EA	$7,004.00
G-43-30	Type 9 Stormwater inlet, 6' - 12'	EA	$15,450.00
G-43-31	Type 9 Stormwater inlet, 12' - 18'	EA	$29,664.00
G-43-32	Type 9 Stormwater inlet, 18' -24'	EA	$63,860.00
G-45	Stormwater Manhole Cover Adjustments	EA	$1,184.50
G-46-1	12" RCP Stormwater Pipe, 0 ' -6'	LF	$152.44
G-46-2	12" RCP Stormwater Pipe, 6'-12'	LF	$163.77
G-46-3	12" RCP Stormwater Pipe, 12'-18'	LF	$262.65
G-46-4	12" RCP Stormwater Pipe, 18'-24'	LF	$696.28
G-46-5	15" RCP Stormwater Pipe, 0 ' - 6'	LF	$152.44
G-46-6	15" RCP Stormwater Pipe, 6' -12'	LF	$163.77
G-46-7	15" RCP Stormwater Pipe, 1 2 ' - 18 '	LF	$262.65
G-46-8	15" RCP Stormwater Pipe, 18 ' - 24'	LF	$696.28
G-46-9	18" RCP Stormwater Pipe, 0'- 6'	LF	$166.86
G-46-10	18" RCP S Stormwater Pipe, 6'-12'	LF	$347.11
G-46-11	18" RCP Stormwater Pipe, 12' -18'	LF	$277.07
G-46-12	18" RCP Stormwater Pipe, 18' -24'	LF	$718.94
G-46-13	24" RCP Stormwater Pipe, 0'-6 '	LF	$198.79
G-46-14	24" RCP Stormwater Pipe, 6'-12'	LF	$210.12
G-46-15	24" RCP Stormwater Pipe, 12'-18'	LF	$309.00
G-46-16	24" RCP Stormwater Pipe, 18'-24'	LF	$762.20

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ITEM	DESCRIPTION	UOM	UNIT COST
G-46-17	30" RCP Stormwater Pipe, 0 '- 6'	LF	$246.17
G-46-18	30" RCP Stormwater Pipe, 6'-12'	LF	$302.82
G-46-19	30" RCP Stormwater Pipe, 12' -18'	LF	$375.95
G-46-20	30" RCP Stormwater Pipe, 18 '- 24'	LF	$819.88
G-46-21	36" RCP Stormwater Pipe, 0' - 6'	LF	$317.24
G-46-22	36" RCP Stormwater Pipe, 6'- 12'	LF	$385.22
G-46-23	36" RCP Stormwater Pipe, 1 2'-18 '	LF	$432.60
G-46-24	36" RCP Stormwater Pipe, 1 8 - 24'	LF	$885.80
G-46-25	42" RCP Stormwater Pipe, 0 ' -6'	LF	$432.60
G-46-26	42" RCP Stormwater Pipe, 6'-12'	LF	$469.68
G-46-27	42" RCP Stormwater Pipe, 12'-18'	LF	$626.24
G-46-28	42" RCP Stormwater Pipe, 1 8'-24'	LF	$1,019.70
G-46-29	48" RCP Stormwater Pipe, 0'-6'	LF	$572.68
G-46-30	48" RCP Stormwater Pipe, 6'-12'	LF	$657.14
G-46-31	48" RCP Stormwater Pipe, 12'-18'	LF	$780.74
G-46-32	48" RCP Stormwater Pipe, 18'-24'	LF	$1,081.50
G-46-33	12" X 1 8" ERCP Stormwater Pipe, 0'-6'	LF	$181.28
G-46-34	12" X 1 8" ERCP Stormwater Pipe, 6'-12'	LF	$192.61
G-46-35	12" X 1 8" ERCP Stormwater Pipe 1 2'-18'	LF	$291.49
G-46-36	12" X 18 " ERCP Stormwater Pipe, 18 '-24'	LF	$739.54
G-46-37	14" X 23" ERCP Stormwater Pipe, 0 '-6'	LF	$198.79
G-46-38	14" X 23" ERCP Stormwater Pipe, 6'-12'	LF	$210.12
G-46-39	14" X 23" ERCP Stormwater Pipe, 1 2'-18'	LF	$309.00
G-46-40	14" X 23" ERCP Stormwater Pipe, 18'-24'	LF	$761.17
G-46-41	19" X 30" ERCP Stormwater Pipe, 0'-6'	LF	$253.38
G-46-42	19" X 30" ERCP Stormwater Pipe, 6'-12'	LF	$264.71
G-46-43	19" X 30" ERCP Stormwater Pipe, 12'-18'	LF	$363.59
G-46-44	19" X 30" ERCP Stormwater Pipe, 18 '- 24'	LF	$829.15
G-46-45	24" X 38" ERCP Stormwater Pipe, 0'-6'	LF	$318.27
G-46-46	24" X 38" ERCP Stormwater Pipe, 6'-12'	LF	$355.35
G-46-47	24" X 38" ERCP Stormwater Pipe, 1 2'- 18'	LF	$441.87
G-46-48	24" X 38" ERCP Stormwater Pipe, 18' - 24'	LF	$923.91
G-46-49	29" X 45" ERCP Stormwater Pipe, 0'-6'	LF	$397.58
G-46-50	29" X 45" ERCP Stormwater Pipe, 6'-12'	LF	$441.87
G-46-51	29" X 45" ERCP Stormwater Pipe, 1 2'-18'	LF	$527.36
G-46-52	29" X 45" ERCP Stormwater Pipe, 18' - 24'	LF	$1,008.37
G-46-53	34" X 53" ERCP Stormwater Pipe, 0' - 6'	LF	$499.55
G-46-54	34" X 53" ERCP Stormwater Pipe, 6'- 12'	LF	$555.17
G-46-55	34" X 53" ERCP Stormwater Pipe, 1 2'-18'	LF	$634.48
G-46-56	34" X 53" ERCP Stormwater Pipe, 18' - 24'	LF	$1,148.45
G-46-57	Remove & Replace Existing 15" RCP Stormwater Pipe	LF	$226.60
G-46-58	Remove & Replace Existing 18" RCP Stormwater Pipe	LF	$252.35
G-46-59	12" CMP Stormwater Piper Pipe	LF	$191.58
G-46-60	15" CMP Stormwater Pipe	LF	$191.58
G-46-61	18" CMP Stormwater Pipe	LF	$204.97
G-46-62	Remove & Replace Existing 15" CMP Stormwater Pipe, 0' - 12'	LF	$234.84
G-46-63	Remove & Replace Existing 18" CMPStormwater Pipe, 0' -12'	LF	$248.23
G-47	Clean Existing storm Pipes	LF	$36.05
G-48	Clean Existing Inlets	EA	$3,012.75
G-49-1	12" Concrete Mitered End	EA	$1,725.25
G-49-2	15" Concrete Mitered End	EA	$1,725.25
G-49-3	18" Concrete Mitered End	EA	$1,895.20
G-49-4	24" Concrete Mitered End	EA	$2,497.75
G-49-5	30" Concrete Mitered End	EA	$5,150.00
G-49-6	36" Concrete Mitered End	EA	$6,695.00
G-49-7	42" Concrete Mitered End	EA	$7,786.80
G-49-8	48" Concrete Mitered End	EA	$9,991.00
G-50-1	Concrete Flume	SY	$178.19
G-50-2	Remove & Replace Concrete Flume	SY	$258.53
G-51	Underdrain	LF	$87.55
G-52	Construction Roadway Pre-Survey	HR	$206.00
G-53	As-built Survey	HR	$314.15
G-54-1	Pipe Handrail - Guiderail, Aluminum	LF	$113.30
G-54-2	Pedestrian / Bicycle, Railing, Aluminum Only, 42" Picket Rail	LF	$121.54
G-54-3	Pedestrian / Bicycle, Railing, Aluminum Only, 42" Type 1	LF	$126.69
G-54-4	Pipe Handrail, Aluminum	LF	$120.51
G-55-1	Bollard, 4 Inch	EA	$1,133.00
G-55-2	Bollard, 6 Inch	EA	$1,339.00
G-56-A-1	Concrete Curb , Type A	LF	$96.31
G-56-A-2	Concrete Curb , Type A	LF	$76.74
G-56-B-1	Concrete Curb, Type B	LF	$96.31

Docusign Envelope ID: BC47D889-09B0-4CF1-ACD7-F84103FE798D

ITEM	DESCRIPTION	UOM	UNIT COST
G-56-B-2	Concrete Curb, Type B	LF	$76.74
G-56-D-1	Concrete Curb, Type D	LF	$96.31
G-56-D-2	Concrete Curb, Type D	LF	$76.74
G-56-E-1	Concrete Curb Type E	LF	$103.00
G-56-E-2	Concrete Curb Type E	LF	$82.40
G-56-F-1	Concrete Curb Type F	LF	$103.00
G-56-F-2	Concrete Curb Type F	LF	$82.40
G-56-RA-1	Concrete Curb, Type RA	LF	$108.15
G-56-RA-2	Concrete Curb, Type RA	LF	$87.55
G-56-DR-1	Concrete Valley/Drop Curb & Gutter	LF	$100.43
G-56-DR-2	Concrete Valley/Drop Curb & Gutter	LF	$80.86
G-57	Concrete Valley/Drop Curb & Gutter Remove & Replace	LF	$83.95
G-58-1	4 inch concrete (3000 psi)	SY	$117.16
G-58-2	4 inch concrete (3000 psi)	SY	$103.00
G-58-3	4 inch concrete (4000 psi /with fiber)	SY	$120.25
G-58-4	4 inch concrete (4000 psi /with fiber)	SY	$106.09
G-58-5	6 inch concrete with fiber reinforced (3000 psi)	SY	$136.99
G-58-6	6 inch concrete with fiber reinforced (3000 psi)	SY	$120.25
G-58-7	6 inch concrete with fiber reinforced (4000 psi / with fiber)	SY	$140.85
G-58-8	6 inch concrete with fiber reinforced (4000 psi / with fiber)	SY	$125.66
G-58-9	6 inch concrete with rebar (3000 psi)	SY	$162.74
G-58-10	6 inch concrete with rebar (3000 psi)	SY	$144.20
G-58-11	8 inch concrete with fiber and/or rebar (engineers design dictates, 4000 psi)	SY	$267.80
G-58-12	8 inch concrete with fiber and/or rebar (engineers design dictates, 4000 psi)	SY	$180.25
G-58-13	4 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	$175.10
G-58-13-M	4 inch Concrete -w/ salt rock finish (3000 psi)	SY	$169.95
G-58-14	4 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	$139.05
G-58-14-M	4 inch Concrete -w/ salt rock finish (3000 psi)	SY	$133.90
G-58-15	6 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	$190.55
G-58-15-M	6 inch Concrete - w/ salt rock finish (3000 psi)	SY	$185.40
G-58-16	6 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	$144.20
G-58-16-M	6 inch Concrete - w/ salt rock finish (3000 psi)	SY	$139.05
G-58-17	Concrete Edge Beam	LF	$103.00
G-58-18	Miscellaneous Concrete	CY	$370.80
G-59	Patterned/Textured Pavement, Vehicular Areas for Crosswalk	SY	$399.64
G-60-1	Brick Paver Bands (furnish and install)	LF	$59.23
G-60-2	Architectural Brick (traffic rated, Furnish and install)	SY	$157.59
G-61-A	Concrete Curb Ramp (CR - A) with Detectable Warning Surface	EA	$2,472.00
G-61-B	Concrete Curb Ramp (CR - B) with Detectable Warning Surface	EA	$2,472.00
G-61-C	Concrete Curb Ramp (CR - C) with Detectable Warning Surface	EA	$2,549.25
G-61-D	Concrete Curb Ramp (CR - D) with Detectable Warning Surface	EA	$2,775.85
G-61-E	Concrete Curb Ramp (CR - E) with Detectable Warning Surface	EA	$2,163.00
G-61-F	Concrete Curb Ramp (CR - F) with Detectable Warning Surface	EA	$2,678.00
G-61-G	Concrete Curb Ramp (CR - G) with Detectable Warning Surface	EA	$2,703.75
G-61-L	Concrete Curb Ramp (CR - L) with Detectable Warning Surface	EA	$5,150.00
G-62	Detectable Warnings on Walking Surfaces (Retrofit)	SF	$39.14
G-63-1	Roof Drain Assembly, conduit	EA	$309.00
G-63-2	Roof Drain Assembly, Polylok	EA	$669.50
G-66	RIP RAP	CY	$614.91
G-67	Concrete Rubble 2' Thick	SY	$547.96
G-79-1	Seed and Mulch	SY	$2.06
G-79-2	Seed and Mulch	SY	$1.80
G-80-1	Sod - St. Augustine	SY	$15.97
G-80-2	Sod - St. Augustine	SY	$12.88
G-80-3	Sod – Bahia	SY	$10.30
G-80-4	Sod – Bahia	SY	$7.73
G-88-1	Inductive Loop Detector Type A w/Homerun	EA	$3,605.00
G-88-2	Inductive Loop Detector Type B w/Homerun	EA	$3,012.75
G-88-3	Inductive Loop Detector Type F w/Homerun	EA	$4,120.00
G-89	Traffic Control Sign Assembly	EA	$1,205.10
G-90	Traffic Control Sign Assembly Removal & Relocation	EA	$298.70
G-91-1	Raised Retro-Reflective Pavement Markers & Bituminous Adhesive	EA	$8.70
G-91-2	Raised Retro-Reflective Pavement Markers & Bituminous Adhesive	EA	$8.09
G-92-1	Standard Wheel Stops	EA	$103.00
G-92-2	Standard Wheel Stops (remove and reinstall)	EA	$149.35
G-93-1	Painted Pavement Markings, Standard, White, Solid, 6"	LF	$1.70
G-93-2	Painted Pavement Markings, Standard, White, Solid, 6"	LF	$0.98
G-93-3	Painted Pavement Markings, Standard, White, Solid, 24"	LF	$3.04
G-93-4	Painted Pavement Markings, Standard, White, Solid, 24"	LF	$2.37
G-93-5	Painted Pavement Markings, Standard, White , Solid, 12"	LF	$3.04
G-93-6	Painted Pavement Markings, Standard, White , Solid, 12"	LF	$1.70

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ITEM	DESCRIPTION	UOM	UNIT COST
G-93-7	Temporary Skip Stripe 6" Wide 10-30- Yellow or White (gross)	GLF	$0.67
G-93-8	Temporary Skip Stripe 6" Wide 10-30- Yellow or White (gross)	GLF	$0.57
G-93-9	Painted Pavement Markings, Standard, White, Dotted/Guideline, 6-10 Gap Extension, 6"	GLF	$0.67
G-93-10	Painted Pavement Markings, Standard, White, Dotted/Guideline, 6-10 Gap Extension, 6"	GLF	$0.57
G-93-11	Painted Pavement Markings, Standard, Solid 6" Double Yellow Stripe	LF	$1.70
G-93-12	Painted Pavement Markings, Standard, Solid 6" Double Yellow Stripe	LF	$1.13
G-93-13	Painted Pavement Markings, Standard, Solid 6" Yellow Stripe	LF	$1.03
G-93-14	Painted Pavement Markings, Standard, Solid 6" Yellow Stripe	LF	$0.72
G-93-15	Painted Pavement Markings, Standard, Solid 18" Stripe	LF	$3.04
G-93-16	Painted Pavement Markings, Standard, Solid 18" Stripe	LF	$2.37
G-93-17	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 2'- 4' Gap Extension, 6"	GLF	$0.67
G-93-18	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 2'- 4' Gap Extension, 6"	GLF	$0.57
G-93-19	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 6-10 Gap Extension, 6"	GLF	$0.67
G-93-20	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 6-10 Gap Extension, 6"	GLF	$0.57
G-93-21	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 2 - 2' Dotted, Extension, 12"	GLF	$0.98
G-93-22	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 2 - 2' Dotted, Extension, 12"	GLF	$0.88
G-93-23	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 3'- 9', Dotted, Extension, 6"	GLF	$0.67
G-93-24	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 3'- 9', Dotted, Extension, 6"	GLF	$0.57
G-94-1	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 6" Stripe	LF	$2.37
G-94-2	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 6" Stripe	LF	$1.80
G-94-3	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 12" Stripe	LF	$7.16
G-94-4	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 12" Stripe	LF	$7.16
G-94-5	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 24" Stripe	LF	$14.42
G-94-6	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 24" Stripe	LF	$13.91
G-94-7	Thermoplastic Solid 6" Skip Stripe 10' x 30' Yellow or White (Gross)	GLF	$1.70
G-94-8	Thermoplastic Solid 6" Skip Stripe 10' x 30' Yellow or White (Gross)	GLF	$1.70
G-94-9	Thermoplastic Traffic Stripes and Markings, Standard, White, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	$1.70
G-94-10	Thermoplastic Traffic Stripes and Markings, Standard, White, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	$1.70
G-94-11	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 6" Double Yellow Stripe	LF	$4.44
G-94-12	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 6" Double Yellow Stripe	LF	$3.35
G-94-13	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 18" Stripe	LF	$11.28
G-94-14	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 18" Stripe	LF	$8.76
G-94-15	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 4' Gap Extension, 6"	GLF	$1.70
G-94-16	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 4' Gap Extension, 6"	GLF	$1.70
G-94-17	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 2' Gap Extension, 12"	GLF	$3.04
G-94-18	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 2' Gap Extension, 12"	GLF	$3.04
G-94-19	Thermoplastic Traffic Stripes and Markings, Yellow, Solid, 6"	LF	$2.37
G-94-20	Thermoplastic Traffic Stripes and Markings, Yellow, Solid, 6"	LF	$1.80
G-94-21	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	$1.70
G-94-22	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	$1.70
G-94-23	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/3'-9' Gap Extension, 6"	GLF	$1.70
G-94-24	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/3'-9' Gap Extension, 6"	GLF	$1.70
G-95-1	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "STOP"	EA	$272.95
G-95-2	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message " STOP AHEAD "	EA	$545.90
G-95-3	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Arrow	EA	$108.15
G-95-4	Thermoplastic Traffic Stripes and Markings, Standard, White, Yield Line Symbol	EA	$412.00
G-95-5	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "SCHOOL"	EA	$412.00
G-95-6	Thermoplastic Traffic Stripes and Markings, White, Message "R & R" Crossing	EA	$412.00
G-95-7	Thermoplastic Traffic Stripes and Markings, Standard , White, Message " Bus "	EA	$272.95
G-95-8	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "HANDICAP"	EA	$412.00
G-95-9	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "Bike symbol"	EA	$272.95
G-96-1	Painted Pavement Markings, Standard, White, Pavement Message "Stop Ahead"	EA	$206.00
G-96-2	Painted Pavement Markings, Standard, White, Pavement Message "Stop"	EA	$139.05
G-96-3	Painted Pavement Markings, Standard, White, White Direction Arrow	EA	$41.20
G-96-4	Painted Pavement Markings, Standard, White, Yield Line Symbol	EA	$41.20
G-96-5	Painted Pavement Markings, Standard, Pavement Message "School"	EA	$139.05
G-96-6	Painted Pavement Markings, Standard, White, "R & R" Crossing	EA	$139.05
G-96-7	Painted Pavement Markings, Standard, Yellow, Island Nose	LF	$4.44
G-96-8	Painted Pavement Markings, Standard, Pavement Message "BUS"	EA	$139.05
G-96-9	Painted Pavement Markings, Standard, White, Pavement Message "Handicap"	EA	$108.15
G-96-10	Painted Pavement Markings, Standard, White, Pavement Message "Bike Symbol"	EA	$82.92
G-99	Remove & Reinstall Speed Hump	EA	$9,270.00
G-100-1	Traffic Separator Concrete -TYPE I, 4' WIDE	LF	$107.12
G-100-2	Traffic Separator Concrete -TYPE I, 6' WIDE	LF	$164.80
G-100-3	Traffic Separator Concrete - TYPE I, 8.5' WIDE	LF	$208.58
G-100-4	Traffic Separator Concrete - TYPE II, 4' WIDE	LF	$124.12
G-100-5	Traffic Separator Concrete - TYPE II, 6' WIDE	LF	$165.32
G-100-6	Traffic Separator Concrete - TYPE II, 8.5' WIDE	LF	$208.58
G-100-7	Traffic Separator Concrete - TYPE IV, 4' WIDE	LF	$124.12
G-100-8	Traffic Separator Concrete - TYPE IV, 6' WIDE	LF	$165.32
G-100-9	Traffic Separator Concrete - TYPE IV, 8.5' WIDE	LF	$208.58
G-100-10	Traffic Separator Concrete - TYPE V, 4' WIDE	LF	$124.12
G-100-11	Traffic Separator Concrete - TYPE V, 6' WIDE	LF	$144.20
G-105	Remove Stripe / Pavement / Message (Grind or Waterblast)	SF	$15.45
G-107	Decorative Stamp installed in concrete finish (City provides stamp)	EA	$51.50
G-108-1	1" SCDH 40 PVC, Conduit, Furnish & Install	LF	$13.08
G-108-2	2" SCDH 40 PVC, Conduit, Furnish & Install	LF	$15.97

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ITEM	DESCRIPTION	UOM	UNIT COST
G-108-3	3" SCDH 40 PVC, Conduit, Furnish & Install	LF	$22.66
G-108-4	4" SCDH 40 PVC, Conduit, Furnish & Install	LF	$26.78
G-108-5	6" SCDH 40 PVC, Conduit, Furnish & Install	LF	$51.50
W-18-1	Directional Bore - 1" PVC PIPE	LF	$30.90
W-18-2	Directional Bore - 2" PVC PIPE	LF	$51.50
W-18-3	Directional Bore - 3" PVC PIPE	LF	$82.40
W-18-4	Directional Bore - 4" PVC PIPE	LF	$113.30
W-18-5	Directional Bore - 6" PVC PIPE	LF	$100.94
W-18-6	Directional Bore - 2" HDPE PIPE	LF	$41.20
W-18-7	Directional Bore - 4" HDPE PIPE	LF	$77.25
W-18-8	Directional Bore - 6" HDPE PIPE	LF	$103.00
W-18-9	Directional Bore - 8" HDPE PIPE	LF	$175.10
W-18-10	Directional Bore - 10 " HDPE PIPE	LF	$257.50
W-18-11	Directional Bore - 12" HDPE PIPE	LF	$324.45
W-18-12	Directional Bore - 14" HDPE PIPE	LF	$422.30
W-18-13	Directional Bore - 16" HDPE PIPE	LF	$494.40
W-18-14	Directional Bore - 18" HDPE PIPE	LF	$618.00
W-20-1	Adjust Valve Box to Grade (Traffic rated metal riser ring)	EA	$721.00
W-20-2	Adjust Valve Box to Grade	EA	$566.50
W-20-3	Adjust Meter Box to Grade	EA	$463.50
S-04-1	Remove Existing 22" Ring & Cover & Replace W/24" Hinged R/C (Labor Only)	EA	$1,236.00
S-04-2	Remove Existing 32" Ring & Cover & Replace W/32" Hinged R/C (Labor Only)	EA	$1,467.75

Certificate Of Completion

Envelope Id: BC47D889-09B0-4CF1-ACD7-F84103FE798D
Status: Completed
Subject: Third Amendment to Construction Services Agreement for ("TRIP") Projects (CIP/230266)
Source Envelope:
Document Pages: 9
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
4/16/2025 11:43:39 AM
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
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: 65.132.107.122	Sent: 4/16/2025 11:45:55 AM Resent: 4/23/2025 1:56:08 PM Resent: 5/7/2025 8:56:59 AM Viewed: 5/7/2025 9:23:37 AM Signed: 5/7/2025 9:23:52 AM
Electronic Record and Signature Disclosure: Accepted: 5/7/2025 9:23:37 AM ID: 8a145b74-8b60-4805-9a69-a0f3974c02dc		
William E. Sexton, Esq. wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/7/2025 9:23:53 AM Viewed: 5/7/2025 9:36:05 AM Signed: 5/7/2025 9:36:52 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Kristen Dreyer kdreyer@ocalafl.gov Council President City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Kristen Dreyer 382728BFAF374FC... Signature Adoption: Pre-selected Style Using IP Address: 174.245.112.93 Signed using mobile	Sent: 5/7/2025 9:36:53 AM Viewed: 5/11/2025 10:51:25 PM Signed: 5/12/2025 11:30:52 AM
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: 5/12/2025 11:30:53 AM Viewed: 5/12/2025 11:59:10 AM Signed: 5/12/2025 11:59:23 AM
Electronic Record and Signature Disclosure: Accepted: 5/12/2025 11:59:10 AM ID: ca281d1e-1ac6-4761-a31f-9350896434ee		

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	4/16/2025 11:45:55 AM
Envelope Updated	Security Checked	5/7/2025 8:56:58 AM
Envelope Updated	Security Checked	5/7/2025 8:56:58 AM
Envelope Updated	Security Checked	5/7/2025 8:56:58 AM
Envelope Updated	Security Checked	5/7/2025 8:56:58 AM
Envelope Updated	Security Checked	5/7/2025 8:56:58 AM
Envelope Updated	Security Checked	5/7/2025 8:56:58 AM
Envelope Updated	Security Checked	5/7/2025 8:56:58 AM
Certified Delivered	Security Checked	5/12/2025 11:59:10 AM
Signing Complete	Security Checked	5/12/2025 11:59:23 AM
Completed	Security Checked	5/12/2025 11:59:23 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.

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- You can access and read this Electronic Record and Signature Disclosure; and
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