Ocala City Council Agenda - Revised
Tuesday, January 18, 2022

Meeting Information

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

https://ocalafl.org/meetings

Time
5:00 PM

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

Mayor
Reuben Kent Guinn

City Manager
Sandra Wilson

Mission Statement

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

City Council's Strategic Priorities

Priority 1: Economic hub

Priority 2: Fiscally sustainable

Priority 3: Operational excellence

Priority 4: Quality of place

WELCOME!
Citizens are encouraged to participate in City of Ocala meetings. Speaker cards should be filled out in advance and submitted to the City Clerk. 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 individual council members via office visits, phone calls, letters and e-mail that will become public record. In some instances, i.e., Quasi-Judicial Hearings, these particular contacts may be prohibited.

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

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

Revised: Items 6a, 6b, 6c

1. Call to Order

a. Opening Ceremony

1. Invocation - Chaplain John Hanks

2. Pledge of Allegiance

b. Welcome and Roll Call

2. Public Notice

3. Proclamations & Awards

Service Award - Ronald Lirot - Public Works - 25 Years of Service **2022-0099**

Certified Registered Nurse Anesthetists (CRNAs) Proclamation - Vice CRNA Chief of Ocala Regional Medical Center Tammy Privat **2022-0100**

National Slavery and Human Trafficking Prevention Month Proclamation - Presented to Donna Guinn, Ocala Police Department Victim Advocacy Supervisor **2022-0101**

Dedication of Legacy Horse in Memory of Chief Greg Graham Proclamation - Presented to Mrs. Amy Graham **2022-0102**

4. Presentations

Non-Profit ARPA Awards

5. Public Comments

6. Public Hearings

6a. Approve a Donation Agreement between the City of Ocala, W.G. One Corp, and Country Green, LLP for properties that will be used for right of way concerning the extension of SW 44th Avenue. **2022-0103**

Presentation By: Tye Chighizola

6b. Approve a Concurrency Development Agreement between the City of Ocala, W.G. One Corp, and Country Green, LLP for property located in the 4300 block of SW 20th Street (Parcels # 23320-005-25 and 23812-000-00/Wintergreen PD) (CDA21-44613). This is the second of two public hearings. The first public hearing was held on January 4, 2022. **2022-0034**

Presentation By: Tye Chighizola

6c. Approve a Concurrency Development Agreement between the City of Ocala and Country Green, LLP for property located at the 5300 block of SW 20th Street (Parcel # 23320-005-03/Country Green PD) (CDA21-44612). This is the second of two public hearings. The first public hearing was held on January 4, 2022. **2022-0035**

Presentation By: Tye Chighizola

6d. Adopt Ordinance 2022-15 to annex approximately 88.73 acres located northeast of the intersection of SW 7th Avenue and SW 32nd Street, including Lake Louise (Case ANX21-0005) **ORD-2022-15**

Presentation By: Tye Chighizola

Introduced by: James P. Hilty Sr

6e. Approve transmittal of a land use change from Medium Residential (County) to Low Intensity to Florida Department of Economic Opportunity for approximately 88.73 acres of property located northeast of the intersection of SW 7th Avenue and SW 32nd Street, including Lake Louise (Case LUC21-0003). **2022-0104**

Presentation By: Tye Chighizola

6f. Approve transmittal of a future land use policy to Florida Department of Economic Opportunity for approximately 88.73 acres of property located northeast of the intersection of SW 7th Avenue and SW 32nd Street, including Lake Louise (Case FLUP21-44568). **2022-0105**

Presentation By: Tye Chighizola

7. Second and Final Reading of Ordinances
(All are Public Hearings)

7a. Adopt Ordinance 2022-14 for a zoning change from M-1, Light Industrial, to B-4, General Business, for approximately 2.22 acres of property located at 1011 SW Martin Luther King Jr. Avenue (Case ZON21-44561) (Quasi-Judicial) **ORD-2022-14**

Presentation By: Tye Chighizola

Introduced by: Jay A. Musleh

7b. Adopt Ordinance 2022-16 for a zoning change from O-1, Office, to R-3, Multi-Family Residential, for property located at the southeast corner of the intersection of SE 30th Avenue and SE 18th Street, approximately 2.91 acres (Case ZON21-44560) (Quasi-Judicial) **ORD-2022-16**

Presentation By: Tye Chighizola

Introduced by: Barry Mansfield

7c. Adopt Ordinance 2022-17 to annex approximately 17.94 acres located at 2600-2610 NW 46th Terrace and 2765 NW 49th Avenue (Case ANX09-0003) **ORD-2022-17**

Presentation By: Tye Chighizola

Introduced by: Kristen M. Dreyer

7d. Adopt Ordinance 2022-18 for a change in land use from Commercial (County) to Low Intensity (City) for approximately 17.94 acres located at 2600-2610 NW 46th Terrace and 2765 NW 49th Avenue (Case LUC09-0009) (Quasi-Judicial). **ORD-2022-18**

Presentation By: Tye Chighizola

Introduced by: James P. Hilty Sr

7e. Adopt Ordinance 2022-19 for a rezoning from B-2, Community Business (County), to SC, Shopping Center (City), for approximately 17.94 acres located at 2600-2610 NW 46th Terrace and 2765 NW 49th Avenue (Case ZON09-0009) (Quasi-Judicial). **ORD-2022-19**

Presentation By: Tye Chighizola

Introduced by: Jay A. Musleh

8. General Business

8a. Adopt Resolution 2022-19 accepting an Amendment to the Public Transportation Grant Agreement #433304-2-94-01 from the Florida Department of Transportation for SunTran's public transit system capital expenses in the amount of $1,233,575. **RES-2022-19**

Presentation By: Tye Chighizola

8b. Approve contract with Asphalt Paving Systems, Inc. for pavement maintenance and rehabilitation services not to exceed amount of $3,000,000 **2022-0106**

Presentation By: Sean Lanier

8c. Approve agreement for the creation and installation of a custom suspension art piece for the Mary Sue Rich Community Center by Virginia Kistler for $60,000 **2022-0098**

Presentation By: Laura Walker

9. 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.

9a. Approve revisions to Downtown Community Redevelopment Area (CRA) Commercial Building Improvement Grant Program. **2022-0107**

Presentation By: Tye Chighizola

9b. Approve revisions to the East Ocala Community Redevelopment Area (CRA) Residential Paint Grant Program **2022-0108**

Presentation By: Tye Chighizola

9c. Approve new grant program for residential façade and property improvements in North Magnolia Community Redevelopment Area (CRA) **2022-0109**

Presentation By: Tye Chighizola

9d. Approve award of contract for Fort King tennis court resurfacing to David Bullock, Inc. d/b/a BAB Tennis Courts in the amount of $72,600 **2022-0110**

Presentation By: Preston Pooser

9e. Adopt Budget Resolution 2022-125 amending the Fiscal Year 2021-2022 budget to appropriate a designated community donation to purchase a K-9 and associated expenses in the amount of $35,000 **BR-2022-125**

Presentation By: Cindy Krepps

9f. Approve the Perpetual Drainage Easement and Joint Use Agreement with the Florida Department of Transportation for DRA#133. **2022-0111**

Presentation By: Tracy Taylor

9g. Approve contract for rehabilitation of the Taylor residence located on SW 2nd St. to R & R Builders, LLC for a total project cost not to exceed $54,884 **2022-0112**

Presentation By: James Haynes

9h. Approve December 2021 city attorney invoices for general city business legal services in the amount of $30,582.75 and for risk management-related legal services in the amount of $25,473.25 **2022-0113**

Presentation By: Robert Batsel Jr.

9i. Approve Regular Meeting City Council Minutes for Tuesday, December 21, 2021 **2022-0115**

Presentation By: Angel Jacobs

9j. Approve Regular Meeting City Council Minutes for Tuesday, January 4, 2022 **2022-0116**

Presentation By: Angel Jacobs

10. Consent Agenda Items Held for Discussion

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

11. Introduction and First Reading of Ordinances - None

12. Internal Auditor's Report - None

13. City Manager's Report

14. Police and Fire Department Report

15. Mayor's Report

16. City Attorney's Report

17. Informational Items

a. Calendaring Items

1. City Council Work Session: Attorney Services & Early Voting - January 25th, 12pm Noon

2. City Council Work Session: Solid Waste/Recycling & Animal Control - February 8th, 12pm Noon

b. Comments by Mayor

c. Comments by Council Members

d. Informational

1. Executed Contracts Under $50,000 **2022-0062**

18. Adjournment

Legislation Text

File #: 2022-0099, **Version:** 1

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Service Award - Ronald Lirot - Public Works - 25 Years of Service

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2022-0100, **Version:** 1

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Certified Registered Nurse Anesthetists (CRNAs) Proclamation - Vice CRNA Chief of Ocala Regional Medical Center Tammy Privat

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

Legislation Text

File #: 2022-0101, **Version:** 1

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
National Slavery and Human Trafficking Prevention Month Proclamation - Presented to Donna Guinn, Ocala Police Department Victim Advocacy Supervisor

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

Legislation Text

File #: 2022-0102, **Version:** 1

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Dedication of Legacy Horse in Memory of Chief Greg Graham Proclamation - Presented to Mrs. Amy Graham

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

Legislation Text

File #: 2022-0103, **Version:** 1

Submitted By: Tye Chighizola

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Approve a Donation Agreement between the City of Ocala, W.G. One Corp, and Country Green, LLP for properties that will be used for right of way concerning the extension of SW 44th Avenue.

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub, Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND: The proposed Donation Agreement with W.G. One Corp, and Country Green, LLP is related to the Wintergreen and County Green Concurrency Development Agreements that are on the same agenda. Over the past few years, staff has been working with the property owner concerning the development approvals for his properties and the donation of the right of way on SW 44th Ave. The City needs the right of way to complete this segment of the road, which is part of the beltway around the City. This project is listed as the number two priority on the Transportation Planning Organization's (TPO) list of priority projects. The overall SW/NW 44th Avenue corridor will help move traffic from SR 200 to SR 326.

FINDINGS AND CONCLUSIONS: The proposed Concurrency Development Agreements along with the Donation Agreement are the necessary mechanisms needed to convey the right of way to the City.

As part of the Concurrency Development Agreements, the City will support the property owner's application to receive transportation impact fee credits for the donation of the right of way. Section 10-323 of the County Impact Fee Ordinance provides for a developer/property owner to receive a credit against impact fees according to a written impact fee credit agreement approved by the County Commission for the conveyance of ROW and construction or expansion of transportation facilities.

FISCAL IMPACT: The Purchase Price under this Agreement consists of a monetary consideration of $1.00 which shall be paid by City to Escrow Agent within one month after the Effective Date of this Agreement. The right of way will allow staff to pursue additional funding from the state to complete SW/NW 44th Avenue corridor

project.

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: The agreement was reviewed by the Assistant City Attorney, James W. Gooding.

ALTERNATIVE:

- Approve
- Approve with changes
- Deny
- Table

AGREEMENT CONCERNING DONATED RIGHT OF WAY AND RELATED MATTERS

THIS AGREEMENT CONCERNING DONATED RIGHT OF WAY AND RELATED MATTERS (the "Agreement") is made and entered into this January 18, 2022 (the "Effective Date") between:

- City of Ocala, a Florida municipal corporation ("City"); and
- The following (individually and collectively "Seller"):
    - W.G. One Corp, a Nevada corporation, as Trustee of the Wintergreen B.T., a business trust ("WG"); and
    - Country Green, LP, a Nevada limited liability partnership ("Country Green").

WHEREAS:

A. Seller owns the Property.[1]

B. The Property is included within the following:

1). The Eastern Parcel which is owned by WG.

2). The Central Parcel which is owned by Country Green.

3). The Western Parcel which is owned by Country Green.

C. City desires to purchase the Property from Seller, and Seller desires to sell the Property to City.

D. Seller and City have reached certain agreements and understandings pertaining to the conveyance of the Property by Seller to City, and the purpose of this Agreement is to set forth such agreements and understandings in writing.

IN CONSIDERATION of the mutual covenants, conditions, and agreements set forth below, and other good and valuable consideration passing between Seller and City, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions**. In addition to other terms defined in this Agreement, the following terms have the following meanings:

1.1. *44th Avenue* – The planned public roadway designated by the City as "NW 44th Avenue," referring specifically to that segment of NW 44th Avenue running from SW 20th Street south to the northern terminus of that portion of SW 43rd Court that commences at SW 40th Street and runs to the north. (References herein to SW 43rd Court are also deemed to refer to NW 44th Avenue.) The term also includes conveyances of 44th Avenue ROW.

1.2. *44th Avenue ROW* – The ROW required for the City's construction and operation of 44th Avenue, including related Stormwater Management Facilities, and all required temporary

[1] All terms defined in these Whereas clauses and not otherwise defined are defined in paragraph 1 below.

or permanent easements, all as set forth in the Conveyance Documents, subject to being revised pursuant to paragraph 3.2.

1.3. *Central Parcel* – The real property described in the attached **Exhibit A** owned by Country Green.

1.4. *Central Parcel ROW* – That portion of the East-West Road ROW located within the boundaries of the Central Parcel.

1.5. *City Code* – The Code of Ordinances of the City of Ocala.

1.6. *Closing* – The delivery of a deed and other documents pursuant to paragraph 9 to City for the Property concurrently with the delivery of the monetary portion of the Purchase Price to Seller.

1.7. *Closing Date* – The date for Closing as set forth in paragraph 9.1.

1.8. *Concurrency Agreement* – One or more of the Concurrency Agreements to be entered into pursuant to paragraph 14.

1.9. *Contingency* – One or more of the following:

1.9.1. *PD Contingency*.

1.9.2. *Concurrency Agreement Contingency*.

1.9.3. *Additional Contingencies*.

1.10. *Conveyance Document* – One or more of the documents referred to in paragraph 9.2.

1.11. *County* – Marion County, a political subdivision of the State of Florida.

1.12. *District* – St. John's River Water Management District or its successor.

1.13. *Easement* – One or more of the easements to be conveyed to City as part of the Property.

1.14. *Easement Parcels* – The portions of the Property upon which Seller will grant Easements to City.

1.15. *East-West Road* – The future roadway to be constructed by KAS (or a successor-in-title thereto) under the Settlement Agreement, which will extend from an intersection with SW 38th Avenue westerly to a western terminus at, or westerly of, the western boundary of the Western Parcel.

1.16. *East-West Road ROW* – The ROW required by City's construction and operation of the East-West Road, including related Stormwater Management Facilities, and all required temporary or permanent easements, all as set forth in the Conveyance Documents, subject to being revised pursuant to paragraph 3.2.

1.17. *Eastern Parcel* – The real property described in the attached **Exhibit B** owned by WG.

1.18. *Eastern Parcel ROW* – That portion of the 44th Avenue ROW located within the boundaries of the Eastern Parcel.

1.19. *Escrow Agent* – W. James Gooding III of Gooding & Batsel, PLLC.

1.20. *Fee Simple Parcels* – The portions of the Property to be conveyed by Seller to City in fee simple.

1.21. *Governmental Authority* – Any governmental agency, entity, department, commission, or other governmental organization of any nature whatsoever which has regulatory authority over, or must issue approvals or permits for, the construction and operation of any land, roadways, or Stormwater Management Facilities which are subject of this Agreement.

1.22. *KAS* – KAS Ocala, LLC, a Florida limited liability company.

1.23. *Month* (regardless of whether the term is capitalized) – When used with reference to calculation of dates, shall refer to the monthly anniversary of the starting date of the first event. For example, two (2) months after October 15, 2022, is November 15, 2022. If the first event is a date which is not in the subsequent month, the subsequent date will be the last day of such subsequent month. For example, one month after October 31, 2022 is November 30, 2022.

1.24. *Parcel* – One or more of the parcels or tracts of real property which are specifically defined, referenced, or described in this Agreement.

1.25. *Plans* – The plans and specifications for the construction of a Road, as approved by City and all Governmental Authorities with jurisdiction thereover. Such term may be used with reference to the Road for which the Plans have been approved; e.g., "44th Avenue Plans" refers to the Plans for the construction of 44th Avenue.

1.26. *Project Engineer* - Kimley-Horn and Associates, Inc.

1.27. *Property* – One or more of the Fee Simple Parcels or Easement Parcels.

1.28. *North-South Road* – The same Road as 44th Avenue.

1.29. *RGI-City Agreement* – The "Right-of-Way Contribution and Roadway Construction Agreement (SW 44th Avenue Project)," dated October 10, 2006, as recorded in OR Book 4658, Page 1453,2 as amended pursuant to the "Addendum to Right-of-Way Contribution and Roadway Construction Agreement (SW 44th Avenue Project)," dated June 3, 2008, as recorded in OR Book 5055, Page 116.

1.30. *Road* – One or more of 44th Avenue or the East-West Road, or any portion of either (including the Roundabout).

1.31. *Roundabout* – As defined in paragraph 10.1.

1.32. *Roundabout Parcel* – ROW to be conveyed by Seller and KAS to City pursuant to paragraph 10.2.

[2] All recording references refer to the Public Records of Marion County, Florida.

1.33. *ROW* – Right-of-way required for the construction of a defined or referenced Road, including lands required for the construction of appurtenant required Stormwater Management Facilities. The term "ROW" shall also apply, as applicable, to all Easements (permanent or temporary), necessary for the construction, or operation, of the applicable roadway and appurtenant Stormwater Management Facilities. The term may be used with reference to the Road for which the ROW is required; e.g., "44th Avenue ROW" refers to the ROW required for the construction of 44th Avenue.

1.34. *Seller Parcels* – One or more of the Eastern Parcel, Central Parcel or Western Parcel.

1.35. *Settlement Agreement* – The "Settlement Agreement" between Seller, on the one hand, and KAS, on the other hand, entered into in 2017.

1.36. *Stormwater Management Facilities* – A system which is designated and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C. and the City Code.

1.37. *Title Insurance Company* – First American Title Insurance Company or such other title underwriter mutually acceptable to Seller and City.

1.38. *Traffic Study* – One or more of the following:

1.38.1. *"Traffic Impact Analysis Country Green PD City of Ocala, FL"* prepared by Project Engineer, dated June 2018 (the "Country Green Traffic Study").

1.38.2. *"Traffic Impact Analysis Wintergreen PD City of Ocala, FL*" prepared by Project Engineer, dated June 2018 (the "Wintergreen Traffic Study").

1.38.3. *"Wintergreen PD Trip Equivalency Matrix"* prepared by Project Engineer and provided to City in June 2021.

1.39. *Western Parcel* – The real property described in the attached **Exhibit C** and owned by Country Green.

2. **Sale and Purchase**. Seller agrees to sell the Property to City, and City agrees to purchase the Property from Seller, for the price and upon the terms and conditions specified in this Agreement.

3. **Property**.

3.1. The real property which is the subject of this Agreement is located in Marion County, Florida, and consists of the following:

3.1.1. *Fee Simple Parcels* – The real property described in the attached **Exhibit D** being the portions of Property to be conveyed by Seller to City in fee simple.

3.1.2. *Easement Parcels* – The real property described in the attached **Exhibit E** being the locations of the Easements to be conveyed by Seller to City.

3.2. The descriptions in paragraph 3.1 are based on the currently-approved Plans for the Roads. In the event that the parties agree that a Road should be constructed other than as set forth on the then-currently approved Plans, and that as a result thereof, such descriptions should be revised, the parties will execute an amendment to this Agreement so providing.

3.3. See also paragraph 10 concerning Roundabout Parcel.

4. **Purchase Price**. The Purchase Price under this Agreement consists of the following consideration to be paid by City, or received by Seller, under this transaction:

4.1. Monetary consideration of One and 00/100 Dollars ($1.00) which shall be paid by City at Closing. Although such amount shall not be paid until Closing, it shall be deemed to have been paid to Escrow Agent as a deposit (the "Deposit") under this Agreement including for purposes of paragraph 16.2. The balance of the monetary portion of the Purchase Price (if any), adjusted for such credits (including a credit for the Deposit, prorations and other adjustment provided for in this Agreement), shall be paid by City to Escrow Agent at Closing for delivery to Seller.

4.2. The construction of the Roads which shall benefit Seller by providing valuable access the Seller Parcels.

4.3. Credits against concurrency reservation fees owed to City, and perhaps transportation impact fees assessed by County, to be provided to Seller under the Concurrency Agreements.

5. **Title Matters**.

5.1. Issuance of Title Insurance Commitment.

5.1.1. Within one (1) month after the Effective Date, City shall, at Seller's expense, obtain: a title insurance commitment (the "Commitment"); and, within thirty (30) days after Closing, an owner's title insurance policy (the "Policy").

5.1.2. The amount of the Commitment and Policy shall be calculated as follows (being the party's good faith estimate of the fair market value of the Property being acquired by City for purposes of this Agreement only[3]):

a. For the Fee Simple Parcels, the result of the following calculation: The total square footage of the Fee Simple Parcels (as determined by City subject to review by Seller in its reasonable discretion) multiplied by 30 cents (being the assessed value for each square foot of the Eastern Parcel).

b. For the Easement Parcels, 70% of the value calculated for the Fee Simple Parcels.

5.1.3. The Commitment shall be accompanied by legible copies of all documents which it references. The Commitment and the Policy, when issued, shall be issued by Title Insurance Company.

[3] Such amount is not relevant to the determination of the credit to be provided to Seller for the conveyance of the ROW under the Concurrency Agreements to be entered into between the parties as set forth in paragraph 14. Rather, the value of such ROW shall be determined pursuant to the Concurrency Agreements.

5.2. Permitted Exceptions. The Commitment shall evidence that Seller is vested with fee simple title to the Property, free and clear of all liens, encumbrances, exceptions, and qualifications whatsoever, except for those acceptable to City in its sole discretion (the "Permitted Exceptions") and those which shall be discharged by Seller prior to Closing.

5.3. Examination of Commitment by City. City shall have fifteen (15) days after receipt of the Commitment to examine it. If the Commitment fails to meet the requirements of paragraph 5.2, City shall provide notice (the "City Title Defect Notice") to Seller by the end of such time period, specifying the liens, encumbrances, exceptions, qualifications, or other matters listed in the Commitment that are not Permitted Exceptions (any such liens, encumbrances, exceptions, qualifications, or other matters being referred to below as "Title Defects"); City need not object to any matters that must be discharged by Seller at or before Closing but, if City does so, such additional matters shall be deemed title defects as well. If City fails to deliver the City Title Defect Notice within the required time period, then City shall be deemed to have accepted the Commitment and the title to the Property as evidenced thereby.

5.4. Cure of Title Defects.

5.4.1. Within fifteen (15) days after City delivers the City Title Defect Notice, Seller shall provide notice (the "Seller Title Cure Notice") to City specifying which Title Defects it intends to eliminate or cure, and which it does not. If Seller fails to provide the Seller Title Cure Notice within the foregoing time period, then Seller shall be deemed to have agreed to eliminate or cure all Title Defects specified in the City Title Defect Notice. Seller shall have six (6) months after delivering Seller Title Cure Notice to eliminate or cure the Title Defects that Seller agreed to eliminate or cure in the Seller Title Cure Notice, and Seller shall use good faith, diligent efforts to timely eliminate or cure such Title Defects, including the bringing of necessary suits.

5.4.2. If any title matters arise after the Commitment's effective date and prior to Closing that are not contemplated as Permitted Exceptions under this Agreement (other than those that arise based upon actions of City or with the consent of City) and City objects to them by notice to Seller before Closing, then such matters shall be treated as Title Defects under this Agreement, and the Closing may be extended for up to sixty (60) days to allow Seller sufficient time to eliminate or cure such Title Defects.

5.4.3. If Seller: (a) in the Seller Title Cure Notice elects not to eliminate or cure all Title Defects; or (b) is not successful in eliminating or curing the Title Defects that Seller has agreed to eliminate or cure in the Seller Title Cure Notice, City may:

a. Accept the title as it then is, thereby waiving all objections to the Title Defects; or

b. Demand a return of the Deposit, in which case this Agreement shall be terminated and Seller and City shall be released from all liabilities and obligations under this Agreement, except as to matters which by the terms of this Agreement specifically survive any termination of this Agreement.

5.5. Closing Affidavits. At Closing, Seller shall provide all evidence, affidavits, and other documentation reasonably required such that the Commitment (and the Policy when issued) shall not contain the so-called "standard exceptions" for rights of parties in possession, matters of survey (provided that City obtains a survey in accordance with paragraph 6), unrecorded easements, and construction liens. The Commitment (and the Policy when issued) will contain an exception for the current year's taxes and taxes for subsequent years, unless the Closing takes place in November or December, in which case the exception for taxes shall be for the year following the Closing and subsequent years.

5.6. Deletion of Standard Exceptions. At Closing, Seller shall cause the Title Insurance Company to delete from the Commitment, by endorsement or by "marking up" the Commitment, all requirements listed in Part I of Schedule B of the Commitment, the so-called "gap" exception, and the standard exceptions (to the extent described in the paragraph 5.5).

5.7. Manner of Conveyance. Seller shall convey the title to the Property to City by a general (statutory) warranty deed, subject only to: (a) the current year's taxes and taxes for subsequent years, unless the Closing takes place in November or December, in which case the exception for taxes shall be for the year following the Closing and subsequent years; and (b) the Permitted Exceptions.

6. **Survey**.

6.1. City's Option to Obtain Survey. Within two (2) months after the Effective Date, City may obtain, at City's expense, a survey of the Property (the "Survey").

6.2. Survey Defects.

6.2.1. If the Survey reveals any of the following matters, they shall be deemed to be "Survey Defects" for purposes of this paragraph 6, except to the extent that any of them are Permitted Exceptions:

a. Easements on the Property, including any evidence of unrecorded easements; rights-of-way on the Property;

b. Violations of any restrictive covenants; violations of any building, zoning, land use, or other laws, ordinances, rules, or regulations imposed by governmental authority;

c. Encroachments of improvements located on the Property onto setback lines, easements, rights-of-way, or the lands of others; encroachments of improvements of others (i.e., adjoining landowners) onto the Property;

d. Overlaps, gaps, gores, and hiatuses; or

e. Other matters that would, in City's sole opinion, interfere with the construction of 44th Avenue.

6.2.2. Notwithstanding anything to the contrary contained in this Agreement, none of the above matters shall be treated as Survey Defects if the Title Insurance Company agrees, in the Commitment, to remove from the Policy the standard exception for

matters of survey and does not insert in its place a specific exception relating to the particular Survey Defects or to matters appearing on the Survey in general.

6.3. Notice and Cure of Survey Title Defects.

6.3.1. The procedures and provisions set forth in paragraphs 5.3 and 5.4 shall apply as to any Survey Defects, except as follows:

a. All references therein to Title Defects shall be deemed to refer to Survey Defects, instead of City providing the City Title Defect Notice, City shall provide a City Survey Defect Notice, and instead of Seller providing a Seller Title Cure Notice, Seller shall provide a Seller Survey Cure Notice.

b. The time frame for City to provide the City Survey Defect Notice under paragraph 5.3, shall be fifteen (15) days after receipt of the Survey. If City fails to provide the City Survey Defect Notice within such time period, City shall be deemed to have waived all objections to such Survey Defects.

c. The time frame for Seller to provide the Seller Survey Cure Notice shall be fifteen (15) days after receipt of the City Survey Defect Notice. If Seller fails to provide the Seller Survey Cure Notice within the foregoing time period, then Seller shall be deemed to have agreed to eliminate or cure all Survey Defects specified in the City Survey Defect Notice

d. The same time frame set forth in paragraph 5.4.1 for Seller to cure the Title Defects, shall be the same time frame for Seller to eliminate or cure the Survey Defects, notwithstanding that the Seller Survey Cure Notice may be provided after the delivery of the Seller Title Cure Notice.

7. **Risk of Loss**. Seller shall bear the risk of loss or damage to the Property before Closing. As the Property is vacant, however, and City attributes no value to any improvements located thereon, there shall be no consequences if any such improvements are damaged or destroyed by fire or other casualty. If, however, the Property is damaged by earthquake, sinkholes or other geological matters, that City reasonably believes will interfere with its construction of 44th Avenue, City shall have the option of terminating this Agreement by notifying Seller within one (1) month after the date of such casualty, whereupon City shall be refunded the Deposit and Seller and City s hall be released from all further liability under this Agreement, except as to matters that are stated herein as expressly surviving the termination of this Agreement.

8. **Eminent Domain**. If prior to the Closing the Property or any part thereof is taken by eminent domain, or if Seller is formally notified of a taking or of the threat of eminent domain, Seller shall notify City within ten (10) days. City shall have the option of accepting title to the part of the Property remaining after the taking, together with the proceeds of Seller's condemnation award, and paying the full Purchase Price, or City may elect to terminate this Agreement, by notifying Seller within ten (10) days after the date Seller notifies City of such taking, whereupon City shall be refunded the Deposit and Seller and City shall be released from all further liability under this Agreement, except as to matters that are stated herein as expressly surviving the termination of this Agreement.

9. **Closing**.

9.1. Date and Place. Unless otherwise provided in this Agreement, the closing and transfer of title to the Property pursuant to this Agreement (the "Closing") shall take place on a date (the "Closing Date") chosen by City on at least ten (10) days prior written notice to Seller within one (1) month after the occurrence or waiver of the final Contingency to occur or be waived. The Closing shall take place at the office for counsel for City or any other location designated by City. Notwithstanding the foregoing, City and Seller will cooperate with each other in closing this transaction through the mail, email or overnight courier service.

9.2. Conveyance Documents.

9.2.1. City shall prepare all closing documents, including the Conveyance Documents, all affidavits to be executed by either Seller or City, the closing statement, and such other documents as may be reasonably required for Closing.

9.2.2. The Conveyance Documents shall consist of the documents described in the attached **Exhibit F**, all of which documents have been approved, as to form and substance, by City and Seller, as hereafter revised by City and Seller in their exercise of their reasonable discretion.

9.3. Seller's Documents. Seller shall deliver or cause to be delivered to City on or before the Closing Date, at Seller's sole cost and expense, the following original documents:

9.3.1. The Conveyance Documents, properly executed and in recordable form.

9.3.2. A closing statement setting forth all of the closing expenses of the Seller and City, including closing prorations and adjustments, and setting forth the net cash due to Seller and the cash required to close on the part of City.

9.3.3. Any other documents required by this Agreement, or federal, state, or local laws, ordinances, or regulations, to be delivered by Seller.

9.3.4. All releases required under the Settlement Agreement to be executed by Seller thereunder.

9.4. City's Documents. City shall deliver or cause to be delivered to Seller on or before the Closing Date, at City's sole cost and expense, the following original documents:

9.4.1. Check drawn on City for the cash to close, or a wire transfer of such funds, after the prorations and credits are applied.

9.4.2. Any other documents required under this Agreement, or federal, state or local laws, ordinances or regulations, to be executed by City.

9.4.3. All releases required under the Settlement Agreement to be executed by City thereunder.

9.5. Expenses.

9.5.1. Seller's Expenses. Seller shall pay at or prior to Closing the cost of:

a. Documentary stamp tax with respect to the Conveyance Documents and any other instruments of conveyance. For purposes of such tax, the Property shall be deemed to have the value set forth in paragraph 5.1;

b. Recording any documents required to cure any title defects or objections;

c. Title Insurance Commitment and Policy premiums and title information and examination expenses; and

d. Such other expenses incurred by Seller or necessary to Seller's performance of Seller's obligations under this Agreement, including all professional fees incurred directly by Seller.

9.5.2. City's Expenses. City shall pay at or prior to Closing the cost of:

a. Recording the Conveyance Documents, any other instruments of conveyance;

b. The Survey; and

c. Such other expenses incurred by City or necessary to City's obligations under this Agreement, including all professional fees incurred directly by City.

9.6. Corrections. Any discrepancy resulting from any of the foregoing prorations and adjustments and any other errors or omissions in computing other prorations and adjustments at Closing shall be promptly corrected upon notice and demand by either party, which obligations shall survive the Closing.

10. **Roundabout Parcel**.

10.1. Within one (1) year after the completion of construction of the East-West Road and the North-South Road, City will construct a traffic circle or roundabout (either a "Roundabout") at the intersection of the East-West Road and the North-South Road. City shall select the type of Roundabout as well as the design thereof, in its sole discretion.

10.2. To permit City to do so:

10.2.1. Seller shall convey to City additional real property (the "Roundabout Parcel") of sufficient size and configuration for City to construct the portion of the Roundabout on the Property. The legal description of the Roundabout Parcel shall be subject to the agreement of City and Seller in their reasonable discretions.

10.2.2. City shall use good faith commercially reasonable efforts to obtain from KAS, for no monetary consideration, additional real property (the "KAS Roundabout Parcel") of sufficient size and configuration for City to construct the remainder of the Roundabout. The legal description of the KAS Roundabout Parcel shall be subject to the agreement of City and KAS in their reasonable discretion.

10.2.3. In the event that City is unable to obtain the KAS Roundabout Parcel from KAS, City shall use commercially reasonable efforts to re-design the Roundabout such that all real property needed for the Roundabout is located on the Seller Parcels, whereupon Seller shall convey to City the additional real property as part of the

Roundabout Parcel pursuant to paragraph 10.2.1. If City is unable to re-design the Roundabout such that all real property needed therefor is located on the Seller Parcel, or Seller is unwilling to convey the additional real property to City needed for the Roundabout, City shall not be obligated to construct the Roundabout.

10.3. Seller's obligation to convey the Roundabout Parcel shall be set forth in a memorandum to be recorded in the public records at closing.

10.4. The conveyance of the Roundabout Parcel shall be made pursuant to the provisions of paragraphs 4 through 9 of this Agreement.

10.5. Seller acknowledges the benefit that the Roundabout will provide to the Seller Parcels, and therefore shall convey the Roundabout Parcel to City for no additional consideration.

11. **Real Estate Taxes; Assessments**.

11.1. Real estate taxes and assessments shall be prorated for the Property based on the then current year's taxes and assessments with due allowance for maximum allowable discount or any other applicable exemptions.

11.2. If the Closing occurs at a date when the current year's millage is not fixed and the current year's assessment is available, taxes and assessments will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, taxes and assessments will be prorated based upon the prior year's tax.

11.3. As the Property are currently taxed as part of larger tax parcels, the taxes and assessments shall be considered to be the taxes and assessments for the larger tax parcels multiplied by the quotient obtained by dividing the acreage of the Property (as determined by the Survey) by the acreage of the larger tax parcels. The value of any improvements on the larger tax parcels shall be disregarded for purposes of the proration.

12. **Seller's Representations and Warranties; AS IS**. In order to induce City to enter into this Agreement, Seller hereby makes the following representations and warranties.

12.1. Title. To the best of Seller's knowledge and belief, Seller is indefeasibly vested of fee simple title to the Property, and such title is free and clear of any lien, encumbrance, or restrictions except the Permitted Exceptions or exceptions to be removed by Seller prior to or at a Closing.

12.2. Condemnation. Seller has no knowledge of, and Seller has not received notice of, pending or threatened condemnation or similar proceeding affecting the Property or any portion thereof.

12.3. Litigation. Seller has no knowledge of actual or threatened action, litigation or proceeding by any organization, person, individual or governmental agency against either the Seller or the Property that could reasonably be expected to have an adverse impact on the Property or the use thereof.

12.4. Authority. The party executing this Agreement on behalf of Seller has full right, title, and authority to so execute this Agreement and to deliver any and all documents required to consummate the transactions contemplated under this Agreement. No consent, approval,

or authorization of any third party is required in connection with the execution of this Agreement by Seller or the consummation of the transactions contemplated by this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate, result in a breach of, or constitute a default under, the documents that govern the operations of Seller (including any trust or entity documents), or of any order, judgment, arbitration award, note, mortgage, deed of trust, indenture or any other agreement or instrument whatsoever to which Seller is a party or is or may be bound, or of any law, order, rule, regulation, writ or injunction of any governmental body having jurisdiction over Seller.

12.5. Absence of Litigation and Administrative Proceedings. No litigation or proceeding is pending or threatened against Seller or affecting any part of the Property before any court or administrative agency which, if adversely determined, could have an adverse effect on the title to or use, enjoyment or value of the Property or any part thereof or which could interfere with the consummation of this Agreement. Furthermore, there is no pending litigation or dispute involving or concerning the location of the boundaries of the Property.

12.6. Existing Leases. There are no leases or tenancies of any space in the Property.

12.7. Environmental.

12.7.1. For purposes of this paragraph 12.7, and this Agreement, the following terms have the following meanings.

a. *Hazardous Material* – Any substance, chemical, waste or other material which is listed, defined or otherwise identified as "hazardous" or "toxic" under any Environmental Law.

b. *Environmental Law* – Any federal, state, local or administrative agency, statute, ordinance, rule, regulation, order or requirement relating to environmental conditions or hazardous material, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1471 et seq.; Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; Refuse Act, 33 U.S.C. §§ 407 et seq.; Emergency Planning and Community Right-To-Know Act, 42 U.S.C. §§ 11001 et seq.; Occupational Safety and Health Act, 29 U.S.C. §§ 65 et seq. to the extent it includes the emission of any Hazardous Material and includes any Hazardous Material for which hazard communication standards have been established; Chapter 403, Florida Statutes; or any regulation, order, rule or requirement adopted thereunder;

12.7.2. To Seller's knowledge, information and belief:

a. The Property is not in violation of any Environmental Law.

b. Neither Seller, nor to Seller's knowledge, any third party, has used, manufactured, generated, treated, stored, disposed of, or released any

Hazardous Materials on the Property except in full compliance with all Environmental Laws.

CONTINGENCIES

13. **PD Contingency**.

13.1. The obligations of Seller to close under this Agreement are contingent upon the following (the "PD Contingency"), which is for the sole benefit of Seller and may be waived in writing by Seller, at Seller's sole option and discretion: the approval by City of an ordinance approving a Planned Development ("PD") zoning application, together with a PD Plan (as defined in the City Code) for the Central Parcel and Eastern Parcel. (The Western Parcel already has an approved PD zoning classification and approved PD Plan.) The approved PD zoning will permit development generally consistent with the PD Plan, set forth in the Wintergreen Traffic Study.

13.2. City and Seller anticipate that the PD Contingency shall occur simultaneously with the execution of this Agreement. If it does not do so, the Contingency Deadline for this Contingency is three (3) months after the Effective Date of this Agreement.

13.3. In the event the PD Contingency fails to occur prior to the Contingency Deadline therefor, Seller shall, within one (1) month after the Contingency Deadline, in its sole discretion: (a) waive such Contingency and close the transaction arising under this Agreement; (b) terminate this Agreement, whereupon all obligations of City and Seller shall be deemed terminated (except for those obligations that expressly survive termination or Closing); or (c) extend the Contingency Deadline for such Contingency for a time period up to three (3) additional months; if Seller fails to provide notice of its election within the foregoing time period, Seller shall be deemed to have elected the option in clause (b) of the foregoing sentence. If Seller elects to extend the Contingency Deadline and the PD Contingency fails to occur prior to the extended Contingency Deadline, Seller shall, within one (1) month thereafter, in its sole discretion: elect to either: (a) waive the Contingency and close the transaction arising under this Agreement; (b) terminate this Agreement, whereupon all obligations of City and Seller shall be deemed terminated (except for those obligations that expressly survive termination or Closing); if Seller fails to provide notice within the immediately preceding time period, Seller shall be deemed to have elected the option in clause (b) of the foregoing sentence.

14. **Concurrency Agreement Contingency**.

14.1. The obligations of Seller to close under this Agreement are contingent upon the following (the "Concurrency Agreement Contingency"), which is for the sole benefit of Seller and may be waived in writing by Seller, at Seller's sole option and discretion: execution of the following agreements (the "Concurrency Agreements") between City and one or more of the parties designated as Seller, as follows:

14.1.1. A Concurrency Agreement between City, on the one hand, and Country Green and Wintergreen, on the other hand, concerning the Central and Eastern Parcels (the "Wintergreen Concurrency Agreement").

14.1.2. A Concurrency Agreement between City, on the one hand, and Country Green, on the other hand, concerning the Central and Western Parcels (the "Country Green Concurrency Agreement").

14.2. Each Concurrency Agreement shall include the following provisions:

14.2.1. A grant of concurrency under the City Code to the owner of the applicable Parcel, of the uses set forth in the applicable Traffic Study.

14.2.2. A reservation of capacity for the Parcel subject to the Concurrency Agreement for the exterior of vehicular traffic generated by development on such Parcel as set forth in the applicable Traffic Study. The reservation of capacity shall be effective until 2037.

14.2.3. Provision for transportation proportionate share payments (if any) to be paid by Seller or its successors in title in connection with the development of its Parcel. As set forth in the Wintergreen Traffic Study, no transportation proportionate share contribution will be required in connection with the Wintergreen Concurrency Agreement.

14.2.4. As to the Wintergreen Concurrency Agreement, a provision providing that, provided that the Parcel subject to such Concurrency Agreement develop as set forth in the approved PD Plan for such Parcel, City will provide or permit the number of median openings and entrances (including curb-cuts) set forth in the approved PD Plan.

14.2.5. Additional provisions providing as follows:

a. As to each Parcel subject to the Concurrency Agreement, City will not impose upon such Parcel, or any portion thereof, any development restrictions, limitations, prohibitions or requirements of any nature which is not imposed by City on all real property located in the City requesting approval of a development order or site plan, and having the same land use classification and zoning classification as the Parcel.

b. City will not adopt, by ordinance, resolution, regulation or any other procedure, any special development requirements, conditions, limitations, design criteria, approval conditions, or other limitations or requirements which are not also applicable to all other real property in City having the same land use classification and zoning classification as the Parcel to which the Concurrency Agreement applies.

c. City will credit, against any concurrency reservation fees due City under the City Code, the fair market value of the ROW being conveyed, or the proportionate share payments being made, by Seller under this Agreement.

14.3. City and Seller anticipate that the Concurrency Agreement Contingency shall occur simultaneously with the execution of this Agreement. If it does not do so, the Contingency Deadline for this Contingency is three (3) months after the Effective Date of this Agreement.

14.4. In the event the Concurrency Agreement Contingency fails to occur prior to the Contingency Deadline therefor, Seller shall, within one (1) month after the Contingency Deadline, in its sole discretion: (a) waive such Contingency and close the transaction arising under this Agreement; (b) terminate this Agreement, whereupon all obligations of City and Seller shall be deemed terminated (except for those obligations that expressly survive termination or Closing); or (c) extend the Contingency Deadline for such Contingency for a time period up to three (3) additional months; if Seller fails to provide notice of its election within the foregoing time period, Seller shall be deemed to have elected the option in clause (b) of the foregoing sentence. If Seller elects to extend the Contingency Deadline and the PD Contingency fails to occur prior to the extended Contingency Deadline, Seller shall, within one (1) month thereafter, in its sole discretion: elect to either: (a) waive the Contingency and close the transaction arising under this Agreement; (b) terminate this Agreement, whereupon all obligations of City and Seller shall be deemed terminated (except for those obligations that expressly survive termination or Closing); if Seller fails to provide notice within the immediately preceding time period, Seller shall be deemed to have elected the option in clause (b) of the foregoing sentence.

15. **Settlement Agreement Contingency**.

15.1. The obligations of City and Seller to close under this Agreement are contingent upon the following (each a "Settlement Agreement Contingency"), each of which is for benefit of both City and Seller, and may be waived in writing only by City and Seller, in their sole option and discretion.

15.1.1. The Closing under the Settlement Agreement, except that the Conveyance Document shall be delivered pursuant to the methods set forth in this Agreement.

15.1.2. The exchange of Releases contemplated by the Settlement Agreement (except to the extent that certain of the Releases are to be delivered at Closing under this Agreement as set forth in paragraphs 9.3.4 and 9.4.3).

15.2. The Contingency Deadline for this Contingency is two (2) months after the Effective Date.

15.3. In the event the Settlement Agreement Contingency fails to occur prior to the Settlement Agreement Contingency Deadline, Seller or City shall, within one (1) month after the Settlement Agreement Contingency Deadline, in its sole discretion: (a) waive such Settlement Agreement Contingency and close the transaction arising under this Agreement (if both parties agree); (b) terminate this Agreement, whereupon all obligations of City and Seller shall be deemed terminated (except for those obligations that expressly survive termination or Closing); or (c) extend the Settlement Agreement Contingency Deadline for such Settlement Agreement Contingency for a time period up to two (2) additional months; if Seller or City fails to provide notice of its election within the foregoing time period, Seller and City shall be deemed to have elected the option in clause (b) of the foregoing sentence. If Seller or City elects to extend the Settlement Agreement Contingency Deadline and the Settlement Agreement Contingency fails to occur prior to the extended Settlement Agreement Contingency Deadline, Seller or City shall, within one (1) month thereafter, in its sole discretion: elect to either: (a) waive the Settlement Agreement Contingency and close the transaction arising under this Agreement (if both parties agree); (b) terminate this Agreement, whereupon all obligations of City and Seller shall be deemed terminated (except for those obligations that expressly survive termination or Closing); if Seller or

City fails to provide notice within the immediately preceding time period, Seller and City shall be deemed to have elected the option in clause (b) of the foregoing sentence.

15.4. The Settlement Agreement Contingency must occur at or prior to the Closing Date, and, if it does not, the Settlement Agreement Contingency shall be deemed not to have been fulfilled and the provisions of paragraph 15.3 (except any provision permitting an extension of the Settlement Agreement Contingency Deadline set forth therein) shall apply.

MISCELLANEOUS

16. **Default**.

16.1. Seller Default. If Seller fails to perform this Agreement as required hereunder prior to the Closing, City may elect to: (a) receive the return of City's Deposit; or (b) pursue a remedy of specific performance against Seller. City may not seek damages against Seller (such right to damages being expressly waived) unless Seller renders City's remedy of specific performance impossible (e.g., by conveying the Property to a bona fide purchaser or encumbering the Property with a mortgage or other lien in excess of the Purchase Price), in which event City may pursue a remedy of damages against Seller. As set forth in the initial sentence in this paragraph 16.1, the foregoing limitation on remedies apply only based upon a failure to perform by Seller prior to Closing and does not limit City's remedies for a failure to perform after Closing.

16.2. City's Default. If City fails to perform this Agreement as required hereunder prior to the Closing, including the payment of any Deposit, the Deposit paid by City and the Deposit agreed to be paid may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Agreement and in full settlement of all claims, whereupon City and Seller shall be relieved of all obligations under this Agreement (except for any liability or indemnity pursuant to any provision hereof that by its terms survives any termination of the Agreement). Seller may not pursue any other remedies against City otherwise available at law or equity. As set forth in the initial sentence in this paragraph 16.2, the foregoing limitation on remedies apply only based upon a failure to perform by City prior to Closing and does not limit Seller's remedies for a failure to perform after Closing.

16.3. Notice of Default. Neither party shall be in default under this Agreement for any matter to occur prior to Closing Concurrency Agreements unless it has failed to cure within fifteen (15) days after written notice of such default is given by the non-defaulting party to the defaulting party. Notwithstanding the preceding sentence, no notice or opportunity to cure need be provided for any failure to Close, and the Closing Date shall not be changed, delayed, postponed or extended by any requirement for notice of default, if such default consists of failure to appear at a Closing.

17. **Brokerage**. Seller warrants and represents to City that Seller has had no contact with any broker or other person or entity who might have a basis for claiming any brokerage or other commission relative to the transactions contemplated by this Agreement, and Seller shall indemnify and hold City harmless from and against any and all claims and causes of action for any brokerage or other commissions relative to the transactions contemplated by this Agreement based on any contact with Seller, or any officer, director, employee, or agent of Seller and from and against any and all loss, liability, damage, and expense, including court costs, attorneys' fees, and fees for paralegals and other legal support personnel, at the pre-trial level, the trial level, and in connection with all

appellate proceedings, arising therefrom. Likewise, City warrants and represents to Seller that City has had no contact with any broker or other person or entity who might have a basis for claiming any brokerage or other commission relative to the transactions contemplated by this Agreement, and City shall indemnify and hold Seller harmless from and against any and all claims and causes of action for any brokerage or other commission relative to the transactions contemplated by this Agreement based on any contact with City, or any officer, director, employee, or agent of City, and from and against any loss, liability, damage, and expense, including court costs, attorneys' fees, and fees for paralegals and other legal support personnel, at the pre-trial level, the trial level, and in connection with all appellate proceedings, arising therefrom. The provisions of this paragraph 17 shall survive the Closing.

18. **Assignment Provisions**. City may assign this Agreement at any time, to another Governmental Entity that shall be responsible for the construction of 44th Avenue.

19. **Notices**.

19.1. 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 follows or to such other addresses as any party may designate by Communication complying with the terms of this paragraph 19:

19.1.1. For Seller: MTN Holding Company Inc., Attn: Don Carll, 2600 Pleasantdale Road, Suite 7, Atlanta, Georgia 30340; email: don@mtnholding.com.

a. With a copy to: Gary Scott Edinger, Esq., 305 NE 1st Street, Gainesville, FL 32601; email: gsedinger12@gmail.com.

19.1.2. For City: Director of Growth Management Services, 201 SE 3rd Street (2nd Floor), Ocala, FL 34471; email: TChighizola@Ocalafl.org.

a. With a copy to: City Engineer, 1805 N.E. 30th Ave., Building 600, Ocala, Florida 34470; email: SLanier@Ocalafl.org.

b. With a copy to: W. James Gooding III, Esq., Gooding & Batsel, PLLC, 1531 SE 36th Avenue, Ocala, FL 34471; email: jgooding@lawyersocala.com.

19.1.3. For Escrow Agent: W. James Gooding III, Esq., Gooding & Batsel, PLLC, 1531 SE 36th Avenue, Ocala, FL 34471; email: jgooding@lawyersocala.com.

19.2. Each such Communication shall be deemed delivered:

19.2.1. On the date of delivery if by personal delivery;

19.2.2. On the date of email transmission if by email (subject to paragraph 19.5); and

19.2.3. 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.

19.2.4. 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.

19.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with paragraph 19.2.

19.4. 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.

19.5. Concerning Communications sent by email:

19.5.1. 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 but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;

19.5.2. 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 but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;

19.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.

19.5.4. 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

19.5.5. 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.

20. **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.

21. **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. **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. **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.

24. **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 one and the same instrument.

25. **Successors and Assigns**. All covenants, Agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.

26. **Severability Clause**. Provisions contained in this Agreement which 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.

27. **Waiver**. A failure to assert any rights or remedies available to a party under the terms of this Agreement shall not be deemed a waiver of such rights or remedies, and 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.

28. **Construction of Agreement**. Each party acknowledges that all parties to this Agreement participated equally in the drafting of this Agreement and that it was negotiated at arm's length. Accordingly, no court construing this Agreement shall construe it more strongly against one party than another.

29. **Rules of Construction**. For the purposes of the interpretation, construction, administration, and implementation of this Agreement, unless otherwise stated in this Agreement or the context clearly indicates to the contrary, the following rules of construction shall apply:

    29.1. Words importing the singular number shall include the plural, and vice versa.

    29.2. Words importing a particular gender shall include all genders.

29.3. Where a provision involves two or more items, conditions, provisions or events connected by the conjunction "and," "or" or "either or," the conjunction shall be interpreted as follows: "and" indicates that all the connected terms shall apply; "or" indicates that the connected terms may apply singly or in any combination; and "either or," indicates that only one of the connected terms may apply.

29.4. The word "includes" shall be assumed to be followed by the phrase "without limitation," and therefore shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.

29.5. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Agreement.

29.6. The term "heretofore" shall mean prior to the execution of this Agreement.

30. **Further Action**. Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.

31. **Signatures by Facsimile or Digital Execution**. It is the intent and Agreement of the parties hereto that the signatures, initials and handwritten or typewritten modifications to this Agreement shall be as legally binding upon the parties if in the form of a facsimile or digital execution (such as scanning and emailing) as if the original signatures, initials, and modifications were present on the documents in the hands of each party. Neither party shall assert the statute of frauds nor unenforceability or invalidity of this Agreement, or any addendum or modification of this Agreement, because of the use of facsimile or digital copies and not originals in any litigation; both parties simply waive and relinquish any such defense.

32. **Time**.

32.1. Time is of the essence of all of the provisions and terms of this Agreement.

32.2. If a time period is five (5) days or less, intervening Saturdays, Sundays or legal holidays will be excluded from the calculation.

32.3. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall automatically extend to 5:00 p.m. on the next ensuing business day.

32.4. For purposes of this Agreement, "legal holiday" means: (a) the day set aside by paragraph 110.117, Florida Statutes, for observing New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day or Christmas Day; (b) the Friday after Thanksgiving; (c) Christmas Eve; (d) if Christmas is on weekend, the Monday after Christmas Day; and (e) any other day upon which the Clerk of the Court of Marion County, Florida, is closed for ordinary business.

33. **Exhibits**.

33.1. All exhibits attached to this Agreement are being incorporated by reference.

33.2. The following exhibits are attached to this Agreement.

33.2.1. **Exhibit A** – Central Parcel Description.

33.2.2. **Exhibit B** – Eastern Parcel Description.

33.2.3. **Exhibit C** – Western Parcel Description.

33.2.4. **Exhibit D** – Fee Simple Parcels.

33.2.5. **Exhibit E** – Easement Parcels.

33.2.6. **Exhibit F** – Conveyance Documents.

34. **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.

35. **Amendments**. 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.

THEREFORE, the parties have executed this Agreement on the day and year first written above.

SELLERS

WG One Corp., a Nevada corporation, both individually and as Trustee of the Wintergreen B.T., a business trust

By: _____
Don Carll as President

Country Green, LP, a Nevada limited liability partnership

By: _____
Don Carll as General Partner

ATTEST:

_____
Angel B. Jacobs
City Clerk

City of Ocala, a Florida municipal corporation

_____
Ire J. Bethea, Sr.
President, Ocala City Council

Approved as to form and legality

_____
W. James Gooding III
Assistant City Attorney

EXHIBIT A
CENTRAL PARCEL DESCRIPTION

Marion County Tax Parcel ID # 23320-005-25

SEC 27 TWP 15 RGE 21
BEGIN AT THE NW COR OF SEC 27 TH N 89-39-53 E 1751.47 FT TO
THE POB TH N 89-39-53 E 300 FT TH S 00-03-49 E 2659.04 FT
TH S 89-40-54 W 300 FT TH N 00-02-20 W 2658.44 FT TO THE POB
EXCEPT ANY PORTION INCLUDED IN THE FOLLOWING DESC PROPERTY:
BEGIN AT THE NW COR OF SEC 27, TH N 89-41-40 E
1754.67 FT, TH S 00-01-23 E 1318.42 FT, TH S 90-00-00 E
295.87 FT, TH S 00-01-23 E 1328.74 FT, TH S 89-40-37 W
2051.56 FT, TH N 00-07-30 E 273.56 FT, TH N 89-52-36 W
2638.72 FT, TH N 00-02-37 W 1052.88 FT, TH S 89-49-15 E
1317.67 FT, TH S 00-03-14 W 662.14 FT, TH S 89-50-10 E
1322.35 FT, TH N 00-00-54 W 1987.29 FT TO POB

EXHIBIT B
EASTERN PARCEL DESCRIPTION

Marion County Tax Parcel ID # 23812-000-00

SEC 27 TWP 15 RGE 21
BEG AT NE COR OF NW 1/4 OF SEC 27 TH S 00-01-51 E 1323.03 FT TH S 90 W 595.17 FT TH N 00-01-51 W 1319.96 FT TH N 89-41-40 E 33 FT TH N 00-04-10 E 1295.08 FT TH N 89-44-08 E 397.22 FT TH S 00-07-10 W 963.45 FT TH N 89-56-26 E 165.30 FT TH S 00-00-26 E 330.78 FT TO POB.

EXHIBIT C
WESTERN PARCEL DESCRIPTION

Marion County Tax Parcel ID # 23320-005-03

SEC 27 TWP 15 RGE 21
COM AT NW COR OF S 1/2 OF SE 1/4 OF SEC 21 TH S 00-27-06 E
32.55 FT TO POB TH S 89-52-02 E 660.51 FT TH S 00-06-59 W
1294.05 FT TH S 00-04-57 W 1324.83 FT TH N 89-49-15 W
656.99 FT TH N 00-02-37 W 1325.18 FT TH N 00-05-22 E
1293.17 FT TO POB.

EXHIBIT D
FEE SIMPLE PARCELS

See separate exhibit package.

EXHIBIT E
EASEMENT PARCELS

See separate exhibit package.

EXHIBIT F
CONVEYANCE DOCS

Exhibit	Description	Parcel
1	Special Warranty Deed from WG to City for 44th Avenue ROW	Eastern Parcel
2	Special Warranty Deed from WG to City for East-West Road ROW	Eastern Parcel
3	Special Warranty Deed from Wintergreen to City for East-West Road ROW	Central Parcel
4	Special Warranty Deed from KAS to City for Southern 44th Avenue ROW	Eastern Parcel
5	Special Warranty Deed from KAS to City for Northern 44th Avenue ROW	Eastern Parcel
6	Special Warranty Deed from KAS to City for East West Road	Eastern Parcel and Central Parcel
7	Form - Drainage (Stormwater Pipe) Easement	Eastern Parcel
8	Form - 44th Avenue Guy Wire Easement	Eastern Parcel
9	Form - 44tn Avenue Tree Trimming Easement	Eastern Parcel
10	Form - Mutual General Release (All Parties excluding City)	N/A
11	Form - General Release (All Parties including City)	N/A
12	Form - Mutual General Release (City & Ransome or KAS)	N/A

File #: 2022-0034, **Version:** 1

Submitted By: Tye Chighizola

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Approve a Concurrency Development Agreement between the City of Ocala, W.G. One Corp, and Country Green, LLP for property located in the 4300 block of SW 20th Street (Parcels # 23320-005-25 and 23812-000-00/Wintergreen PD) (CDA21-44613). This is the second of two public hearings. The first public hearing was held on January 4, 2022.

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub, Quality of Place

PROOF OF PUBLICATION:
12/17/2021 and 01/07/2022

BACKGROUND:

This Concurrency Development Agreement between the City of Ocala, W.G. One Corp, and Country Green, LLP addresses the future development for the property located in the 4300 block of SW 20th Street. The development approvals for this property known as the Wintergreen PD started in 2004. At that time, the Wintergreen property owner and adjacent property owner to the south (Ransome Group) were trying to develop their properties that did not have sufficient access. As part of a roadway agreement, the Ransome Group would donate right of way and construct SW 44th Avenue from SW 20th Street to SR 200. The Wintergreen property owner would donate a portion of the SW 44th Avenue right of way. In 2008, construction started on the roadway with the understanding that the Wintergreen property owner would be donating the right of way. The Ransome Group started the four-lane road south of SW 20th Street, but construction stopped due to economic issues in 2009. Over the past few years, staff has been working with the Wintergreen property owner concerning the development approvals for his property and the donation of the right of way. The City needs the right of way to complete this segment of the road, which is part of the beltway around the City. This project is listed as the number two priority on the Transportation Planning Organization's (TPO) list of priority projects. The overall SW/NW 44th Avenue corridor will help move traffic from SR 200 to SR 326.

The Wintergreen property owner intends to develop the property as a Planned Development (PD) to allow for a mixed-use development that includes apartments and commercial/retail uses. The PD rezoning/plan

will be submitted for approval after the adoption of this agreement. A traffic study was reviewed and approved by City, County, and the TPO. The traffic study indicates no additional level of service failures based on the new traffic generated by the build-out of the property, background trips, and vest trips. The study was based on SW 44th Avenue being completed, and the agreement includes an equivalency matrix to allow changes in the proposed uses.

FINDINGS AND CONCLUSIONS:

The proposed Concurrency Development Agreement along with a Donation Agreement are the necessary mechanisms needed to convey the right of way to the City. The Concurrency Development Agreement will reserve trips until 2037 for the property owner and mitigate the impact of the development. The Donation Agreement will be presented at the January 18, 2022, City Council meeting.

As part of the Concurrency Development Agreement, the City will support the property owner's application to receive transportation impact fee credits for the donation of the right of way. Section 10-323 of the County Impact Fee Ordinance provides for a developer/property owner to receive a credit against impact fees according to a written impact fee credit agreement approved by the County Commission for the conveyance of ROW and construction or expansion of transportation facilities.

FISCAL IMPACT:
The agreement was reviewed by the Assistant City Attorney, James W. Gooding.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
The Concurrency Development Agreement and the Donation Agreement will allow staff to pursue additional funding from the state to complete SW/NW 44th Avenue corridor project.

ALTERNATIVE:

- Approve
- Approve with changes
- Deny
- Table

This Instrument Prepared by and Return To:
W. James Gooding III
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, FL 34471

DEVELOPMENT AGREEMENT CONCERNING TRANSPORTATION CONCURRENCY AND OTHER MATTERS PURSUANT TO CHAPTER 163, FLORIDA STATUTES [WINTERGREEN]

Between
City of Ocala, a Florida municipal corporation,
and
W.G. One Corp, a Nevada corporation, as Trustee of the Wintergreen B.T., a business trust, and Country Green, LP, a Nevada limited liability partnership

Effective Date: January 18, 2022

Table of Contents

1. DEFINITIONS 3

1.1. DEFINITIONS 3

1.1.1. 44th Avenue 3
1.1.2. 44th Avenue ROW 3
1.1.3. Agreement 3
1.1.4. Capacity Reservation Fee 3
1.1.5. City 3
1.1.6. City CMS 3
1.1.7. City Code 3
1.1.8. Community Planning Act 3
1.1.9. Concurrency Mitigation 3
1.1.10. Conveyed ROW 3
1.1.11. County 3
1.1.12. County CMS 4
1.1.13. County Code 4
1.1.14. County Impact Fee Credit Agreement 4
1.1.15. County Impact Fee Ordinance 4
1.1.16. Deficient Facilities 4
1.1.17. Development Agreement Act 4
1.1.18. East-West Road 4
1.1.19. East-West Road ROW 4
1.1.20. Effective Date 4
1.1.21. Equivalency Matrix 4
1.1.22. FDOT 4
1.1.23. Governmental Authority 4
1.1.24. Impact Fee Credits 5
1.1.25. Impact Fees 5
1.1.26. KAS 5
1.1.27. Month 5
1.1.28. Owner 5
1.1.29. Parcel or Parcels 5
1.1.30. Party 5
1.1.31. PD Amendment 5
1.1.32. PD Plan 5
1.1.33. Project 5
1.1.34. Project Engineer 6
1.1.35. Property 6
1.1.36. Property Donation Agreement 6
1.1.37. Public Facilities 6
1.1.38. Reservation of Capacity 6
1.1.39. Reserved Trips 6
1.1.40. Road 6
1.1.41. ROW 6
1.1.42. Settlement Agreement 6
1.1.43. Stormwater Management Facilities 6
1.1.44. Subsequent Owners 6
1.1.45. TPO 6
1.1.46. Traffic Study 6
1.1.47. Transportation Facilities 7

1.1.48. Transportation Improvements *7*
1.1.49. Trip *7*
1.1.50. Water Management District *7*
1.2. RULES OF CONSTRUCTION 7

2. REPRESENTATIONS AND WARRANTIES 8

2.1. OWNERS' REPRESENTATIONS AND WARRANTIES 8

2.2. CITY REPRESENTATIONS AND WARRANTIES 8

3. TRANSPORTATION FACILITIES; TRAFFIC CONCURRENCY; OWNER CONTRIBUTIONS 9

3.1. TRAFFIC STUDY 9
3.2. EQUIVALENCY MATRIX 9
3.3. STUDY AREA 9
3.4. ROADWAY SEGMENTS 9
3.5. INTERSECTIONS 10
3.6. PROPORTIONATE SHARE OBLIGATIONS 10

4. CONCURRENCY MITIGATION 10

4.1. CONVEYANCE OF ROW 10
4.2. CREDITS 10

5. CAPACITY RESERVATIONS 11

5.1. RESERVATION OF CAPACITY 11
5.2. TERM OF RESERVATION 12

6. BENEFITS OF DEVELOPMENT AGREEMENT ACT 12

7. DEVELOPMENT PERMITS REQUIRED 12

7.1. LOCAL DEVELOPMENT PERMITS 12
7.2. ADDITIONAL PERMITS, ETC 13
7.3. ADDITIONAL CONDITIONS 13

8. PUBLIC FACILITIES 13

8.1. TRANSPORTATION FACILITIES 13
8.2. POTABLE WATER 13
8.3. SANITARY SEWER 13
8.4. SOLID WASTE COLLECTION 13
8.5. EDUCATIONAL FACILITIES 13
8.6. RECREATIONAL FACILITIES 13
8.7. HEALTH SYSTEMS AND FACILITIES 13

9. ADDITIONAL PROVISIONS 13

9.1. NOTICES 14
9.2. NEGATION OF PARTNERSHIP 15
9.3. NOT A PUBLIC DEDICATION 15
9.4. DEFAULT PROVISIONS 15
9.5. ESTOPPEL STATEMENTS 16
9.6. LITIGATION 17
9.7. BINDING EFFECT 17
9.8. HEADINGS 17
9.9. SEVERABILITY 17
9.10. SURVIVAL OF REPRESENTATIONS AND WARRANTIES 17
9.11. SUCCESSORS AND ASSIGNS 17

9.12. APPLICABLE LAW 17
9.13. COUNTERPARTS 18
9.14. AMENDMENT OF AGREEMENT 18
9.15. EFFECTIVE DATE 18
9.16. TERM 18
9.17. EXHIBITS 18

DEVELOPMENT AGREEMENT CONCERNING TRANSPORTATION CONCURRENCY AND OTHER MATTERS PURSUANT TO CHAPTER 163, FLORIDA STATUTES [WINTERGREEN]

THIS DEVELOPMENT AGREEMENT CONCERNING TRANSPORTATION CONCURRENCY AND OTHER MATTERS PURSUANT TO CHAPTER 163, FLORIDA STATUTES [WINTERGREEN] executed by the Parties as of January 18, 2022 (the "Effective Date"), is entered into by and between:

- City of Ocala, a Florida municipal corporation ("City"); and
- The following (individually and collectively "Owner"):
    - W.G. One Corp, a Nevada corporation, as Trustee of the Wintergreen B.T., a business trust ("WG"); and
    - Country Green, LP, a Nevada limited liability partnership ("Country Green").

WHEREAS:

A. Owner owns Property[1] which is located in Marion County, Florida, and also within the jurisdictional boundaries of City.

B. Owner has made application to City for rezoning of the Property to a Planned Development (PD) zoning district, and for approval of the PD Plan.

C. Such application is being approved by City contemporaneously herewith.

D. Owner intends to develop the Property as a mixed-use real estate development, which may include condominium, townhouse, specialty retail and office uses, as set forth in the PD Plan as currently approved or as such PD Plan may be subsequently amended.

E. Project Engineer prepared the Traffic Study on behalf of Owner, which studied the effect on Transportation Facilities of the development of the Property. The Traffic Study was reviewed and approved by City, County and the TPO. The provisions of the Traffic Study are, by this reference, incorporated into the terms and provisions of this Agreement.

F. The Traffic Study projects that, based on the adopted level of service standards of the City and County, certain Transportation Facilities identified in this Agreement will have adequate facility capacity during the PM peak hour for the projected new traffic generated by the build-out of the Property, taking into account existing background traffic and projected growth of existing traffic, and background vested traffic.

G. The conclusion set forth in paragraph F above, was based, in significant part, upon the assumption that City will construct 44th Avenue.

H. A significant portion of the 44th Avenue ROW is located on the Property.

[1] Terms capitalized in these Whereas paragraphs, and not previously defined herein, are defined in paragraph 1 below.

I. Owner and City have agreed that the conveyance of Conveyed ROW by Owner for the Property's impact on Transportation Facilities shall be conveyed, as applicable, to permit City to construct 44th Avenue and to permit another party (KAS) to construct the East-West Road.

J. Chapter 86 of City's Code of Ordinances provides that, in the case of inadequate transportation capacity or under circumstances similar to these (e.g., where the transportation capacity is adequate only because of a planned transportation improvement by City, a portion of the ROW of which is owned by Developer), a property owner may enter into a concurrency development agreement with the City to provide or fund Transportation Improvements. This Agreement shall constitute a concurrency development agreement under the provisions of Chapter 86 of the City Code.

K. Owner has submitted an Application for a Certificate of Capacity to the City for the vehicular Trips (capacity) needed to accommodate the development of the Property.

L. Owner has agreed to convey the Conveyed ROW to City, as set forth below, to mitigate the impact of development of the Property by Owner and to permit City to construct 44th Avenue and KAS to construct the East-West Road.

M. Section 10-323 of the County Impact Fee Ordinance provides for a Developer to be provided with a credit against Impact Fees pursuant to a written impact fee credit agreement approved by the County Commission for conveyance of ROW and construction or expansion of Transportation Facilities.

N. City and Owner believe that based upon Owner's conveyance of Conveyed ROW to City, Owner is entitled to Impact Fee Credits pursuant to the County Impact Fee Ordinance and Section 163.3180, Florida Statutes.

O. This Agreement also constitutes a development agreement under the Development Agreement Act to the extent it concerns matters in addition to transportation concurrency.

P. City has held public hearings to accept and encourage public input with respect to the proposals of Owner contained in this Agreement, and has considered public input. City has determined that the provisions of this Agreement and the contemplated vesting of development rights contemplated by this Agreement are consistent with, and not in contravention with, the provisions of City's Concurrency Management System, as codified in Chapter 86 of the City Code.

Q. City has provided its Notice of Intent to consider entering in this Concurrency Development Agreement by advertisements published in the Ocala Star-Banner, a newspaper of general circulation and readership in Marion County, Florida, on December 17, 2021 and January 7, 2022, and by mailing a copy of the Notice of Intent to Owner, and to the persons and entities shown on the most recent Marion County Tax Roll to be the owners of property lying within three hundred feet (300') of the boundaries of the Property which is the subject-matter of this Agreement, and by announcing the date, time, and place of the second hearing during the first hearing.

R. The City Council of the City has held public hearings on January 4, 2022 and January 18, 2022, to consider this Agreement, has found and determined that its execution of this Agreement will further the objectives of the Local Government Comprehensive Planning and Land Development Regulation Act, and that the development contemplated and permitted by this Agreement comply with the City's Code.

NOW, THEREFORE, in consideration of the foregoing (which are incorporated herein by reference), the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows, which terms shall be binding upon the parties and their respective successors and assigns, as may be applicable:

1. **Definitions**.

1.1. Definitions. In addition to any other terms which may be specifically defined elsewhere in this Agreement, for the purposes of this Agreement the following terms shall have the following meanings:

1.1.1. *44th Avenue* – The planned public roadway designated by the City as "NW 44th Avenue," referring specifically to that segment of NW 44th Avenue running from SW 20th Street south to the northern terminus of that portion of SW 43rd Court that commences at SW 40th Street and runs to the north. (References herein to SW 43rd Court are also deemed to refer to NW 44th Avenue.) The term also includes conveyances of 44th Avenue ROW.

1.1.2. *44th Avenue ROW* – The ROW required for the City's construction and operation of 44th Avenue, including related Stormwater Management Facilities, and all required temporary or permanent easements, all as set forth in the Property Donation Agreement, subject to being revised as set forth therein.

1.1.3. *Agreement* – This Concurrency Development Agreement, as the same may be subsequently amended, modified or supplemented pursuant to its terms and provisions and pursuant to the provisions of Sections 163.3161 through 163.3215, inclusive, of the Florida Statutes.

1.1.4. *Capacity Reservation Fee* – The amount to be paid by Owner to City for the Reserved Trips as set forth in Section 86-2(e).

1.1.5. *City* – The City of Ocala, a Florida municipal corporation.

1.1.6. *City CMS* – The City's Concurrency Management System, as codified in Chapter 86 of the City Code, as the same may be subsequently amended, modified or supplemented.

1.1.7. *City Code* – The City's Code of Ordinances, as the same may be subsequently amended, modified or supplemented.

1.1.8. *Community Planning Act* – Section 163.3161, et seq., Florida Statutes (2018).

1.1.9. *Concurrency Mitigation* – The ROW to be dedicated or other activities to be performed, by Owner pursuant to paragraph 4 below.

1.1.10. *Conveyed ROW* – The ROW to be conveyed to City pursuant to the Property Donation Agreement or this Agreement. The Conveyed ROW includes all of the real property conveyed interests to City either in fee simple or pursuant to easements.

1.1.11. *County* – Marion County, Florida, a political subdivision of the State of Florida.

1.1.12. *County CMS* – The County Concurrency Management System, as codified in Division 8 of Chapter 1 of the County LDR, as the same may be subsequently amended, modified or supplemented.

1.1.13. *County Code* – The "Marion County Code" as defined in Section 1-1 of the County Code, as the same may be subsequently amended, modified or supplemented.

1.1.14. *County Impact Fee Credit Agreement* – An agreement between Owner and County pursuant to which Owner is provided with credits against Impact Fees, as set forth in greater detail in paragraph 4.2.1.

1.1.15. *County Impact Fee Ordinance* – The Marion County Impact Fee Ordinance for Transportation Facilities as defined and codified in Division 2 of Article 10 of the County Code.

1.1.16. *Deficient Facilities* – One or more Transportation Facilities of which capacity is inadequate (i.e., the Transportation Facilities will be operating at less than the adopted Level of Service ("LOS") for such Transportation Facilities) as determined by the Traffic Study as of buildout of the Project, other than Transportation Facilities for which capacity is projected to be inadequate (based upon existing and projected future background traffic) prior to development of the Property.

1.1.17. *Development Agreement Act* – The "Florida Local Government Development Agreement Act" as defined in Section 163.3220, Florida Statutes, and as codified in Sections 163.3220 through 163.3243, Florida Statutes.

1.1.18. *East-West Road* – The future roadway to be constructed by KAS (or a successor-in-title thereto) under the Settlement Agreement, which will extend from an intersection with SW 38th Avenue westerly to a western terminus at, or westerly of, the western boundary of the Western Parcel.

1.1.19. *East-West Road ROW* – The ROW required by City's construction and operation of the East-West Road, including related Stormwater Management Facilities, and all required temporary or permanent easements, all as set forth in the Property Donation Agreement, subject to being revised as set forth therein.

1.1.20. *Effective Date* – The date the terms of this Agreement become effective, as set forth in paragraph 9.15 below.

1.1.21. *Equivalency Matrix* – The Land Use Exchange Matrix attached hereto as **Exhibit C**.

1.1.22. *FDOT* – The Florida Department of Transportation, or its successor.

1.1.23. *Governmental Authority* – Any governmental entity, agency, department, bureau, division, or other representative of any governmental entity which has jurisdiction, permitting authority, or the authority to issue authorizations or approvals regarding development or usage of the Property or any portion thereof, all Transportation Improvements (as defined below) which are the subject of this Agreement, and all

road, stormwater management and utilities Improvements or facilitates which are the subject of this Agreement.

1.1.24. *Impact Fee Credits* – Credits against Impact Fees to be provided to Owner under the County Impact Fee Credit Agreement.

1.1.25. *Impact Fees* – Impact fees due under the County Impact Fee Ordinance. Because this Agreement concerns transportation concurrency and transportation impact fees only, this phrase does not apply to any other impact fees, or similar charges, assessed under the County Code or City Code.

1.1.26. *KAS* – KAS Ocala, LLC, a Florida limited liability company.

1.1.27. *Month* – (regardless of whether the term is capitalized) – When used with reference to calculation of dates, shall refer to the monthly anniversary of the starting date of the first event. For example, two (2) months after October 15, 2022, is November 15, 2022. If the first event is a date which is not in the subsequent month, the subsequent date will be the last day of such subsequent month. For example, one month after October 31, 2022 is November 30, 2022.

1.1.28. *Owner* – As defined in the introductory paragraph to this Agreement, being the current record title owners of the Property, or any portion thereof. It is anticipated that there will eventually be multiple owners of parcels of the Property, the terms of this Agreement shall run with the land and remain in place and shall be effective as to all of the Property, notwithstanding the Property having multiple Owners.

1.1.29. *Parcel or Parcels* – One or more of the Parcels of real property specifically described or referenced in this Agreement, including the Property (as defined below).

1.1.30. *Party* or *Parties* – One or more of City or Owner.

1.1.31. *PD Amendment* – An amendment to the PD zoning classification for the Property or of the then-approved PD Plan.

1.1.32. *PD Plan* – The PD Plan (that meets the requirements of Section 122-943 of the City Code) as the same may be subsequently amended or modified through a PD amendment.

1.1.33. *Project* – Collectively, the development of the Property and all related infrastructure required to market and use the Property, or Parcels thereof, as a mixed-use development as contemplated under the terms of this Agreement. The term "Project" shall include all design, permitting and construction of infrastructure Transportation Improvements described in this Agreement; acquisition of all required ROW for roads and utilities infrastructure; and procurance of all necessary approvals or permits from all applicable Governmental Authorities. This term shall also apply to all actions to be undertaken by an Owner or City pursuant to the terms of this Agreement or any amendment or supplement thereto.

1.1.34. *Project Engineer* – The engineering firm or firms retained by Owner to perform the Traffic Study and prepare the Equivalency Matrix. As of the Effective Date, Kimley-Horn & Associates, Inc. is the Project Engineer. Owner may change the Project Engineer without amending this Agreement but, by providing written notice to City.

1.1.35. *Property* – The real property owned by Owner located in Marion County, Florida, also located within the jurisdictional boundaries of City, described on attached **Exhibit A**.

1.1.36. *Property Donation Agreement* – The Agreement Concerning Donated Right-of-Way and Related Matters between City and Owner dated January 18, 2022.

1.1.37. *Public Facilities* – Those public facilities identified in paragraph 8 below.

1.1.38. *Reservation of Capacity* or *Reserved Capacity* or *Capacity Reservation* – The reservation of Trips to Owner pursuant to paragraph 5.1 below.

1.1.39. *Reserved Trips* – The Trips (as defined below) that are included in Owner's Reserved Capacity.

1.1.40. *Road* – One or more of 44th Avenue or the East-West Road, or any portion of either.

1.1.41. *ROW* – Right-of-way required for the construction of a defined or referenced Road, including lands required for the construction of appurtenant required Stormwater Management Facilities. The term "ROW" shall also apply, as applicable, to all Easements (permanent or temporary), necessary for the construction, or operation, of the applicable roadway and appurtenant Stormwater Management Facilities. The term may be used with reference to the Road for which the ROW is required; e.g., "44th Avenue ROW" refers to the ROW required for the construction of 44th Avenue.

1.1.42. *Settlement Agreement* –The "Settlement Agreement" between Seller, on the one hand, and KAS, on the other hand, entered into in 2017.

1.1.43. *Stormwater Management Facilities* – A system which is designated and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C. and the City Code.

1.1.44. *Subsequent Owners* – A successor in title to Owner or to the other current owners of the Property or any Parcel thereof.

1.1.45. *TPO* – The Ocala Marion Transportation Planning Organization.

1.1.46. *Traffic Study* – The "Traffic Impact Analysis Wintergreen PD" dated June, 2018, prepared by Project Engineers regarding the Property as stated in Whereas

paragraph D, as supplemented by the Equivalency Matrix provided by Project Engineer in June 2021. The Traffic Study has been: (a) prepared in accordance with the methodology agreed to by City, County, and TPO; and (b) reviewed, approved and accepted by City, County and TPO. The Traffic Study was developed pursuant to a methodology approved by the City, County, and Ocala/Marion County Transportation Planning Organization (TPO), and the Traffic Study has been reviewed, approved and accepted by City, County, and the TPO. The contents of the Traffic Study are, by this reference, incorporated into this Agreement.

1.1.47. *Transportation Facilities* – All public roads, streets or highways (collectively the "Roadway Segments"), and intersections ("Intersections") studied pursuant to the Traffic Study.

1.1.48. *Transportation Improvements* – All construction required to be undertaken to complete the construction, or modification, of the described infrastructure. This shall include, but not be limited to, all surface improvements, roads, paving, sidewalks, gutters, lighting, Stormwater Management Facilities, and potable water, sanitary sewer, and electrical utilities, reclaimed water, and fiber optic infrastructure.

1.1.49. *Trip* or *Project Trip* – The projected traffic impact of the development of the Property, or a Parcel thereof, measured in terms of net new PM external peak hour vehicle trip generation.

1.1.50. *Water Management District* or *District* – The Southwest Florida Water Management District, an agency of the State of Florida, the Governmental Authority which has jurisdiction over the design, permitting and operation of surface water and stormwater management systems, and Stormwater Management Facilities, for the Property and for all Transportation Improvements, and (if applicable) utilities improvements, to be constructed under the terms of this Agreement.

1.2. Rules of Construction. For the purposes of the interpretation, construction, administration, and implementation of this Agreement, unless otherwise stated in this Agreement or the context clearly indicates to the contrary, the following rules of construction shall apply:

1.2.1. Words importing the singular number shall include the plural, and vice versa.

1.2.2. Words importing a particular gender shall include all genders.

1.2.3. Where a provision involves two or more items, conditions, provisions or events connected by the conjunction "and," "or" or "either or," the conjunction shall be interpreted as follows: "and" indicates that all the connected terms shall apply; "or" indicates that the connected terms may apply singly or in any combination; and "either or," indicates that only one of the connected terms may apply.

1.2.4. The word "includes" shall be assumed to be followed by the phrase "without limitation," and therefore shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.

1.2.5. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Agreement.

1.2.6. The term "heretofore" shall mean prior to the execution of this Agreement.

2. **Representations and Warranties**. As a material inducement to the other Parties to enter into this Agreement, each Party makes the following representations and warranties to the other Parties to this Agreement:

2.1. Owners' Representations and Warranties. Owner represents and warrants to City that:

2.1.1. WG is a validly organized corporation under the Laws of the State of Nevada and is the sole trustee for "Wintergreen BT" which is a business trust under the laws of the State of _____, and is authorized to transact business in the State of Florida.

2.1.2. Country Green is a validly organized limited liability partnership under the laws of the State of Nevada and is authorized to transact business in the State of Florida.

2.1.3. Owner has taken all actions prerequisite necessary for the execution and delivery of this Agreement, and upon the execution and delivery of this Agreement by Owner the obligations of Owner hereunder shall be valid and binding obligations of Owner. The entities or individuals executing this Agreement on behalf of Owner are duly authorized representatives for Owner, authorized to execute this Agreement in their respective capacities as set forth below.

2.1.4. The Owner is the legal and equitable owner of the Property. The Property is not encumbered by any mortgages or other liens.

2.1.5. The execution and delivery of this Agreement is not in contravention with, or prohibited by, the terms and provisions of any agreement, covenant, Court Order, Judgment, or the governing documents of Owner.

2.2. **City Representations and Warranties**. City represents and warrants to Owner that:

2.2.1. The actions by City hereunder are consistent with, and not in contradiction of, the terms and provisions of the City's Comprehensive Plan.

2.2.2. City has taken all necessary actions prerequisite to the execution and delivery of this Agreement, including but not limited to the necessary public hearings, providing proper notice of the public hearings, and the conducting of public hearings related thereto.

2.2.3. Upon the execution and delivery of this Agreement by City, the obligations of City shall be valid and binding obligations of City.

2.2.4. Execution and delivery of this Agreement is not in contravention with, or prohibited by, the terms and provisions of the City's Charter, the City Code or by the terms and provisions of any agreement, covenant, Court Order or Judgment to which City is a party.

2.2.5. Owner has, pursuant to the provisions of paragraph 5.1 reserved transportation facilities for external trips ingressing and egressing to or from the Property in the amount set forth in such paragraph.

TRANSPORTATION CONCURRENCY

3. **Transportation Facilities; Traffic Concurrency; Owner Contributions**.

3.1. Traffic Study. The Traffic Study has, as set forth in paragraph 1.1.46, been: (a) prepared in accordance with the methodology agreed to by City, County and the TPO; and (b) reviewed, approved and accepted City, County and the TPO.

3.2. Equivalency Matrix.

3.2.1. Owner and City agree that the Land Use Trip Equivalency Matrix ("Matrix") shown on attached **Exhibit C**, shall be used to quantify allowed changes in the land use types and intensities of the overall development program for the Project. [Note: This Matrix allows changes in the approved land uses and intensities on a site in the Project, and provides the method of calculation and determination of the changes in the off-site Transportation Facilities impact which would be the result of the changes. Permitted uses per the PD and as shown on the PD Plan of the Project, as the same may be subsequently amended or modified through a PD Amendment.] For the purposes of this Matrix, the Trip generation rates for each land use was obtained using rates or equations provided in the ITE Trip Generation Manual (10th Edition).

3.2.2. In addition to the development uses within the Project which are expressly set forth in the Equivalency Matrix, other development uses may be allowed pursuant to the Equivalency Matrix if there is a trip generation rate for such other uses under the current Trip Generation Manual published by the institute of Traffic Engineers.

3.2.3. Any time Owner uses the Equivalency Matrix or other provisions of this paragraph 3.2, Owner shall notify City in writing, and upon request of Owner and acknowledgement by City that the use, or uses, comply with the requirements of this paragraph 3, City shall acknowledge and confirm the remaining development uses and density/intensities available for the Project under the Equivalency Matrix.

3.3. Study Area. The Traffic Study for the Project included all roadway segments where PM, peak hour project traffic consumes three percent (3%) or more of the same subject roadway segment's peak hour directional service capacity, consistent with the approved methodology.

3.4. Roadway Segments.

3.4.1. The Traffic Study analyzes traffic capacity based upon the current adopted levels of service for the applicable Transportation Facilities, as adopted by the governmental entity owning and operating the particular traffic facility (the City, County or FDOT, as applicable).

3.4.2. The Traffic Study concludes that, under the 2037 buildout roadway segment evaluation for PM peak hour traffic volume, there are no additional LOS

deficiencies due to the addition of project traffic (other than those that would occur without Project Traffic).

3.5. Intersections.

3.5.1. The Traffic Study includes an intersection analysis identifying the intersections included in the Study pursuant to the agreed methodology, and any required operational changes to the intersections to maintain required traffic concurrency standards. The Traffic Study analyzes traffic capacity based upon the current adopted levels of service for the applicable Transportation Facilities, as adopted by the governmental entity owning and operating the particular traffic facility (the City, County or FDOT, as applicable).

3.5.2. The Traffic Study concludes that, under the 2037 buildout intersection analysis for PM peak hour traffic volume, there are no additional LOS deficiencies due to the addition of project traffic (other than those that would occur without Project Traffic).

3.6. Proportionate Share Obligations.

3.6.1. As set forth in paragraphs 3.4.2 and 3.5.2 above, the Traffic Study indicates that no additional Transportation Improvements were identified to be needed at Project Buildout beyond those identified under future background traffic conditions. Therefore, no proportionate share contributions pursuant to Section 163.3180, Florida Statutes, or Section 86-5 of the City Code, are required of Owner.

3.6.2. This paragraph 3.6 does not relieve Owner of its obligation to convey the Conveyed ROW pursuant to the Property Donation Agreement or paragraph 4.1 of this Agreement.

3.6.3. Further, because the conclusions of the Traffic Study are based upon the assumption that City will construct 44th Avenue, it is fair and reasonable that City and Developer enter into this Agreement that provides for the Reserved Capacity being granted in exchange for the conveyance of the Conveyed ROW.

4. **Concurrency Mitigation**. City and Owner agree that Owner may satisfy the transportation concurrency requirements for the Project as follows:

4.1. Conveyance of ROW. Owner intends to mitigate for the transportation impacts of the Project through conveyance of the Conveyed ROW pursuant to the Property Donation Agreement and this Agreement, and specifically:

4.1.1. Owner shall convey to City all 44th Avenue ROW as set forth in the Property Donation Agreement.

4.1.2. Owner shall convey to City all East-West Road ROW as set forth in the Property Donation Agreement.

4.2. Credits. City acknowledges that, pursuant to the provisions of Section 163.3180(5)(2)(e), Florida Statutes, Owner is entitled to receive a credit for Conveyed ROW, on a dollar-for-dollar basis for impact fees, mobility fees or other transportation concurrency mitigation

requirements paid or payable in the future with respect to the Project including the Capacity Reservation Fee due to City.

4.2.1. City and Owner believe that Owner is entitled to a credit against Impact Fees pursuant to Section 10-323 of the County Impact Fee Ordinance. City will support Owner in connection with the negotiation and execution of such agreement with County, but such Agreement is not a condition precedent to Owner's obligation under this Agreement or under the Property Donation Agreement.

4.2.2. Because the County is not a party to this Agreement, in the event that County hereafter adopts or imposes any new impact fee, mobility fees, or other transportation concurrency mitigation requirements that are payable with respect to the Project, Owner shall, as required, make appropriate notification or application to County with respect to Owner's rights to the dollar-for-dollar credit specified in the referenced provisions of Section 163.3180(5)(2)(e) of the Florida Statutes.

4.2.3. City acknowledges that Owner is entitled to a credit against the Concurrency Reservation Fee due to City under the City CMS. The amount of such credit for the Conveyed ROW shall be determined as follows:

4.2.3.1 By agreement between City and Owner.

4.2.3.2 If City and Owner are unable to agree upon the value, and if Owner and County enter into a County Impact Fee Agreement pursuant to paragraph 4.2.1 of this Agreement, pursuant to the method for valuing the Conveyed ROW set forth therein.

4.2.3.3 Otherwise, as set forth in the City CMS (currently Section 86-10(g)(6).

5. **Capacity Reservations**.

5.1. Reservation of Capacity.

5.1.1. In consideration for Owner's obligations under this Agreement, there is reserved in favor of Owner, for the benefit of the Property, Reserved Capacity in the amount of 482 Trips.

5.1.1.1 Owner has previously submitted to City, with the submission of the Traffic Study, a Capacity Reservation request. Simultaneous with the execution of this Agreement, City will issue to Owner, for the benefit of Owner, and for the benefit of the Property, a concurrency determination in accordance with the normal procedures of City's CMS.

5.1.1.2 Such concurrency determination shall be conditioned upon Owner conveying to City the Conveyed ROW as and when set forth in the Property Donation Agreement and, in any event, within six (6) months of the Effective Date of this Agreement. If such condition does not occur within such time period, City may revoke the concurrency determination in its sole discretion.

5.1.1.3 Further, if the amount of the credit to be provided to Owner for the Conveyed ROW pursuant to paragraph 4.2.3 is insufficient to pay the entire Concurrency Reservation Fee, Owner shall pay the difference to City within one (1) month after the amount of such credit is determined; if Owner does not do so, City may revoke the concurrency determination in its sole discretion.

5.2. Term of Reservation. The Reservation of Capacity granted to Owner by City as set forth above for the benefit of the Property or any portion thereof shall have a term commencing on the Effective Date of this Agreement and ending on December 31, 2037. Any extensions of the reservations of capacity beyond that date shall require amendment to this Agreement, and subsequent review and approval of an updated Traffic Study.

ADDITIONAL PROVISIONS

6. **Benefits of Development Agreement Act**. Pursuant to Section 163.3233, Florida Statutes:

6.1. The City's laws and policies governing the development of the Property at the time of the execution of this Agreement shall govern the development of the Property for the duration of this Agreement.

6.2. City may apply subsequently adopted laws and policies that are subject to this Agreement only if the City holds a public hearing and determines:

6.2.1. They are not in conflict with the laws and policies governing this Agreement and do not prevent development of the Property for the uses, intensities, or densities in this Agreement;

6.2.2. They are essential to the public health, safety, or welfare, and expressly state that they shall apply to the Project that is subject to this Agreement;

6.2.3. They are specifically anticipated and provided for in this Agreement;

6.2.4. City demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement; or

6.2.5. This Agreement is based on substantially inaccurate information supplied by the developer.

6.3. Notwithstanding paragraph 6.2, no subsequently enacted laws or policies may, except as expressly set forth herein concerning termination of this Agreement, eliminate or modify the Reservation of Capacity provided for in paragraph 5 of this Agreement.

7. **Development Permits Required**.

7.1. Local Development Permits.

7.1.1. The local development permits approved or needed to be approved for the development of the Project (or portions thereof) in accordance with the provisions of this Agreement, and the status of each such permit or approval, are set forth on the attached **Exhibit B**.

7.1.2. Nothing in this Agreement shall be deemed to obviate the Owner's compliance with terms and provisions of each such identified Permit, nor to obligate the City, to grant any of the Permits, actions, or approvals enumerated above.

7.2. Additional Permits, Etc. The failure of this Agreement to address any particular permit, condition, term, or restriction on development shall not relieve the Owner, City or County of the necessity of complying with any law governing said permitting requirement, conditions, terms and restrictions with respect to the contemplated development of the Project, as applicable.

7.3. Additional Conditions. City reserves the right to impose additional conditions, terms, restrictions or other requirements determined to be necessary for the public health, safety, and welfare of their citizens with respect to the development contemplated by the Owner and described in this Agreement, provided that such conditions, terms or restrictions shall not be in contravention with the terms of this Agreement.

8. **Public Facilities**. The Public Facilities that will service the Project, the person or entity who or which shall provide such Public Facilities, and the date of any new Public Facilities which must be constructed, are as follows:

8.1. Transportation Facilities. See the provisions of paragraphs 3 through 5 regarding Transportation Facilities which will provide capacity for the Project.

8.2. Potable Water. Potable water services for the Property are available from the City. City presently has sufficient permitted and constructed capacity, unreserved, for the development of the Project.

8.3. Sanitary Sewer. Sanitary sewer services for the Property are available from the City. City presently has sufficient permitted and constructed capacity, unreserved, for development of the Project.

8.4. Solid Waste Collection. Solid waste collection for the Property will be provided pursuant to the City Code by the City. City currently has sufficient capacity, unreserved, to provide solid waste collection services for the Project.

8.5. Educational Facilities. Public education services for the Property are currently provided by the following schools, operated by the Marion County Board of Public Education:

8.5.1. Elementary School – Saddlewood Elementary

8.5.2. Middle School – Liberty Middle School

8.5.3. High School – West Port High School

8.6. Recreational Facilities. The Property is served by recreational facilities owned by City, including the Ocala Sports Complex located within three (3) miles of the Property.

8.7. Health Systems and Facilities. West Marion Hospital is located approximately one and eight-tenths (1.8) miles from the Property.

9. **Additional Provisions**.

9.1. Notices.

9.1.1. 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 follows or to such other addresses as any party may designate by Communication complying with the terms of this paragraph 9.1:

9.1.1.1 For Developer: MTN Holding Company Inc., Attn: Don Carll, 2600 Pleasantdale Road, Suite 7, Atlanta, Georgia 30340; email: don@mtnholding.com.

a. With a copy to: Gary Scott Edinger, Esq., 305 NE 1st Street, Gainesville, FL 32601; email: gsedinger12@gmail.com.

9.1.1.2 For City: Director of Growth Management Services, 201 SE 3rd Street (2nd Floor), Ocala, FL 34471; email: TChighizola@Ocalafl.org.

a. With a copy to: City Engineer, 1805 N.E. 30th Ave., Building 600, Ocala, Florida 34470; email: SLanier@Ocalafl.org.

9.1.2. Each such Communication shall be deemed delivered:

9.1.2.1 On the date of delivery if by personal delivery;

9.1.2.2 On the date of email transmission if by email (subject to paragraph 9.1.5); and

9.1.2.3 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.

9.1.2.4 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.

9.1.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with paragraph 9.1.2.

9.1.4. 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.

9.1.5. Concerning Communications sent by email:

9.1.5.1 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

but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;

9.1.5.2 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 but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;

9.1.5.3 Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.

9.1.5.4 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

9.1.5.5 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.

9.2. Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership by or among Owner, City or County in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprises. Each Party shall be considered a separate Party, no Party shall have the right to act as an agent for another Party and no Party shall the right to act as an agent for another Party unless expressly authorized to do so in this Agreement.

9.3. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public, or for any public use or purpose whatsoever. Any portion of the Property which may under the terms of this Agreement later may be designated for public use or purposes shall be conveyed by Owner to City or County, as applicable. Except as herein specifically provided no right, privileges or immunities of any Party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

9.4. Default Provisions.

9.4.1. The terms of this Agreement shall not entitle any Party to cancel, rescind, or otherwise terminate this Agreement. However, such limitations shall not affect in any manner any other rights or remedies which a Party may have hereunder or under applicable law by reason of any such breach or failure of an express condition hereunder.

9.4.2. All easements, rights and covenants contained herein shall be enforceable by suit for specific performance and mandatory injunctive relief, in addition to any other remedy provided by law or equity.

9.4.3. No Party shall be entitled to pursue any action for specific performance, injunctive relief, or any other available remedy arising out of a default under this Agreement until the non-defaulting Party has provided to the Party alleged to be in default a written Default Notice (with, if applicable, a copy to any other Party to this Agreement) specifying the specific nature of the default, and the alleged defaulting Party has failed to cure the default within thirty (30) days of the effective date of the Default Notice. In the event the cure of a default reasonably requires greater than the thirty (30) day time period specified, the grace period granted herein shall, if the defaulting Party has initiated cure of the default within the thirty (30) day time period and is continuing to pursue completion of the cure with due diligence, extend the reasonable time period required for the cure of the default.

9.4.4. In the event of a material default by Owner with respect to their obligations to City under this Agreement, and failure of Owner to cure the default within the grace period set forth above, in addition to any other remedies available to City under the terms of this Agreement, City shall be entitled to withhold issuance of additional development permits or authorizations until the default has been cured. If Owner has, prior to the occurrence of the default, conveyed some or all of the Property to unrelated third parties (such parcel or parcels then becoming a "Third Party Parcel") and the default of Owner is not with respect to, or impact Owner's obligations regarding, a Third Party Parcel, the right of City to withhold permits upon a default by Owner shall not extend to City permits pending or to be issued with respect to a successor owner of the Third Party Parcel. The Parties agree that failure of Owner to timely provide Concurrency Mitigation by conveying to City the Conveyed ROW under the provisions of this Agreement shall constitute a default with respect to, or impacting Owner's obligations regarding, a Third Party Parcel, and therefore permit City to withhold permits for such Third Party Parcel.

9.5. Estoppel Statements.

9.5.1. Each Party agrees that upon written request from time to time of any other Party it will timely issue at no charge to a current or prospective lender to such Party, or to a current or prospective purchaser or successor party to such other Party, or to another governmental entity requesting or requiring the same, an Estoppel Statement stating:

9.5.1.1 Whether the Party to whom the request has been directed knows of any default by any Party under this Agreement, and if there are known defaults, specifying the nature thereof.

9.5.1.2 Whether this Agreement has been assigned, modified or amended in any way by such Party (and if it has, stating the nature thereof).

9.5.1.3 That to the best of the requested Party's knowledge this Agreement, as of the Estoppel Statement date, is in full force and effect.

9.5.1.4 That (if known by the requested Party, if not known by the requested Party that Party shall reply only with respect to any monies owed to it) to the best of the requested Party's knowledge there are not any monies currently owed by any Party to another Party under the terms of this Agreement, or if there are monies owed, the amount and details of all monies owed.

9.5.1.5 That, as to the Project or as to a specific parcel therein (as applicable, based upon the request) there are no moratoriums or suspensions of the right to procure Development Orders, Building Permits, or Certificate of Occupancy or other development approvals in effect as of the date of the Estoppel Statement.

9.5.2. Such written statement shall act as a waiver of any claim by the Party furnishing it to the extent such claim is based on facts contrary to those asserted against a bona fide mortgagee or purchaser for value without knowledge of facts to the contrary of those contained in the Estoppel Certificate who has acted in reasonable reliance upon the statement; however, such statement shall in no event suggest the Party furnishing it to any liability whatsoever, notwithstanding the negligent or other inadvertent failure of such Party to disclose correct and/or relevant information.

9.6. Litigation. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorneys' fees, and including reimbursement for such reasonable attorneys' fees and costs incurred with respect to any bankruptcy, appellate or post-judgment proceeding related thereto.

9.7. Binding Effect. The parties to this Agreement represent to each other that each party fully understands the facts surrounding this Agreement and each is signing this Agreement fully and voluntarily, intending to be bound by it. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective spouses, heirs, executors, administrators and assigns. There are no representations or warranties other than those set forth herein.

9.8. Headings. The headings contained within this Agreement are for identification purposes only, and shall not be construed to amend, modify, or alter the terms of the Agreement.

9.9. Severability. Except as otherwise set forth herein, in the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.

9.10. Survival of Representations and Warranties. All representations and warranties contained herein are made in writing by the parties in connection herewith shall survive the execution and delivery of this Agreement.

9.11. Successors and Assigns.

9.11.1. All covenants and agreements in this Agreement made by or on behalf of any parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, whether so expressed or not.

9.11.2. Upon a sale or other transfer of a Parcel or a portion thereof, the terms and provisions of this Agreement, as applicable, shall remain in full force and effect as to the Parcel or a portion of the Parcel.

9.12. Applicable Law. This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall be Marion County, Florida.

9.13. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

9.14. Amendment of Agreement. This Agreement cannot be changed, modified or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.

9.15. Effective Date.

9.15.1. This Agreement shall become effective upon the occurrence of all of the following events: (1) the now-pending City Ordinance No. _____ becoming final and non-appealable; and (2) execution of this Agreement by all Parties; (3) and the recordation of the Agreement in the Public Records of Marion County, Florida.

9.15.2. Notwithstanding the foregoing:

9.15.2.1 The parties shall be obligated to perform any obligations hereunder that are required before such Effective Date; and

9.15.2.2 In the event this Agreement is challenged, including a challenge pursuant to Section 163.3243, Florida Statutes, within thirty (30) days of the recordation of this Agreement in the Public Records of Marion County, Florida, the obligations of the parties shall be suspended hereunder.

9.16. Term. The term of this Agreement shall be for a period of thirty (30) years, commencing on the Effective Date. The duration of the Reservation of Capacity granted to Owner is governed by paragraph 5.2 of this Agreement which shall apply notwithstanding that such duration is less than the term of this Agreement.

9.17. Exhibits.

9.17.1. All exhibits attached to this Agreement shall be deemed incorporated herein by reference.

9.17.2. The following exhibits are attached to this Agreement:

9.17.2.1 **Exhibit A** - Property

9.17.2.2 **Exhibit B** - Permits/Approvals

9.17.2.3 **Exhibit C** - Equivalency Matrix.

THEREFORE, the Parties have executed this Agreement effective as of the Effective Date (notwithstanding that it may be executed or acknowledged on other dates as set forth below).

OWNER

WG One Corp., a Nevada corporation, both individually and as Trustee of the Wintergreen B.T., a business trust

By: _____
Don Carll as President

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 2022, by Don Carll as President of WG One Corp., a Nevada corporation, both individually and as Trustee of the Wintergreen B.T., a business trust.

_____
Notary Public, State of _____
Name: _____

Commission Number:
Commission Expires:

Notary: Check one of the following:
☐ Personally known OR ☐ Produced Identification

☐ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: _____
_____

Country Green, LP, a Nevada limited liability partnership

By: _____
Don Carll as General Partner

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 2022, by Don Carll as General Partner of Country Green, LP, a Nevada limited liability partnership.

_____
Notary Public, State of _____
Name: _____

Commission Number:
Commission Expires:

Notary: Check one of the following:
☐ Personally known OR ☐ Produced Identification

☐ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: _____
_____

ATTEST:

_____
Angel B. Jacobs
City Clerk

City of Ocala, a Florida municipal corporation

_____
Ire J. Bethea, Sr.
President, Ocala City Council

Approved as to form and legality

_____
W. James Gooding III
Assistant 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 _____, 2022, by Ire J. Bethea, Sr., as City Council President, for the City of Ocala, a Florida municipal corporation.

_____
Notary Public, State of Florida
Name: _____

Commission Number:
Commission Expires:

Notary: Check one of the following:
☐ Personally known OR ☐ Produced Identification

☐ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: _____
_____

EXHIBIT A
PROPERTY

Marion County Tax Parcel ID # 23320-005-25

SEC 27 TWP 15 RGE 21
BEGIN AT THE NW COR OF SEC 27 TH N 89-39-53 E 1751.47 FT TO
THE POB TH N 89-39-53 E 300 FT TH S 00-03-49 E 2659.04 FT
TH S 89-40-54 W 300 FT TH N 00-02-20 W 2658.44 FT TO THE POB
EXCEPT ANY PORTION INCLUDED IN THE FOLLOWING DESC PROPERTY:
BEGIN AT THE NW COR OF SEC 27, TH N 89-41-40 E
1754.67 FT, TH S 00-01-23 E 1318.42 FT, TH S 90-00-00 E
295.87 FT, TH S 00-01-23 E 1328.74 FT, TH S 89-40-37 W
2051.56 FT, TH N 00-07-30 E 273.56 FT, TH N 89-52-36 W
2638.72 FT, TH N 00-02-37 W 1052.88 FT, TH S 89-49-15 E
1317.67 FT, TH S 00-03-14 W 662.14 FT, TH S 89-50-10 E
1322.35 FT, TH N 00-00-54 W 1987.29 FT TO POB

TOGETHER WITH

Marion County Tax Parcel ID # 23812-000-00

SEC 27 TWP 15 RGE 21
BEG AT NE COR OF NW 1/4 OF SEC 27 TH S 00-01-51 E 1323.03 FT TH S 90 W
595.17 FT TH N 00-01-51 W 1319.96 FT TH N 89-41-40 E 33 FT TH N 00-04-10 E
1295.08 FT TH N 89-44-08 E 397.22 FT TH S 00-07-10 W 963.45 FT TH N 89-56-26 E
165.30 FT TH S 00-00-26 E 330.78 FT TO POB.

EXHIBIT B
PERMITS/APPROVALS

	PERMITS/APPROVALS[2]	STATUS
1.	Annexation of the Property into the jurisdictional boundaries of the City	Completed
2.	Assignment of appropriate Future Land Use designation for Property	Completed
3.	Assignment of Planned Development (PD) zoning to Property	Pending[3]
4.	Approval of PD Plan for Property	Pending[4]
5.	Approval of Final Development Plan for the entire Property or portions of the Property, for PD zoning district	Pending
6.	Water Management District Environmental Resources (stormwater) Permit	TBAF[5]
7.	FDEP Permit – extension of City potable water system	TBAF
8.	City approval - extension of City sanitary sewer system	TBAF
9.	City approval – Amended Conceptual Site Development Plan (to be obtained as phases of project) if phases of project are developed (if required by City Code)	TBAF
10.	City Site Plan approval (Commercial sites requiring site plan approval under City Land Development Regulations)	TBAF
11.	City Plat approval – Plat(s) of property or portions thereof	TBAF

[2] Some of the Permits or Approvals identified above would be issued multiple times as sub-areas of the Property are developed. Nothing in this Agreement shall be deemed to obligate the Owner's compliance with terms and provisions of each such identified permit, nor to obligate the City or County to grant any of the permits, actions or approvals enumerated above.
[3] It is anticipated that this will be approved simultaneously with the approval of this Agreement.
[4] See Footnote3.
[5] "TBAF" stands for ("to be applied for").

EXHIBIT C
EQUIVALENCY MATRIX

WINTERGREEN PD TRIP EQUIVALENCY MATRIX

Land Use Trip Equivalency Matrix

A. LAND USE EQUIVALENCY RATES

CHANGE FROM \ CHANGE TO	Single-Family Housing (DU)	Multi-Family Housing (DU)	Assisted Living Facility (Beds)	General Office (1,000 SF)	Medical-Dental Office (1,000 SF)	Commercial Retail (1,000 SF)
Single-Family Housing (DU)	--	2.4096	3.7965	0.8022	0.2736	0.2223
Multi-Family Housing (DU)	0.4150	--	1.5756	0.3329	0.1135	0.0923
Assisted Living Facility (Beds)	0.2634	0.6347	--	0.2113	0.0721	0.0586
General Office (1,000 SF)	1.2466	3.0037	4.7326	--	0.3410	0.2772
Medical-Dental Office (1,000 SF)	3.6554	8.8081	13.8779	2.9324	--	0.8127
Commercial Retail (1,000 SF)	4.4977	10.8376	17.0756	3.6081	1.2304	--

B. EQUIVALENCY EXAMPLES

EXAMPLE 1: TRADE FROM COMMERCIAL RETAIL TO MULTI-FAMILY HOUSING
Trade 10.000 SF of Commercial Retail for ? DU of Multi-Family Housing
= (10 KSF) Commercial Retail x 10.8376 DU of Multi-Family Housing
= 108.376 x (DU) Multi-Family Housing
= 108 DU of Multi-Family Housing

EXAMPLE 2: TRADE FROM COMMERCIAL RETAIL TO OFFICE
Trade 30 KSF of Commercial Retail for ? (1,000) SF of Office
= (30 KSF) Commercial Retail x 3.6081 (1,000 SF) of Office
= 108.243 x (1,000) SF Office
= 108,243 SF Office

EXAMPLE 3: ADD ALF FROM COMMERCIAL RETAIL
Add 150 beds of ALF for ? Commercial Retail
= 150 Beds of ALF / 17.0756 (1,000 SF) Commercial Retail
= 8.784 x (1,000) SF Commercial Retail
= Reduce Commercial Retail by 8,784 SF

C. SOURCE INFORMATION AND DOCUMENTATION FOR EQUIVALENCY RATES

Land Use	Units	Gross Trip Rate [1]	% New Trips [2]	Trips / Unit
Single-Family Housing (ITE 210)	1 (DU)	0.990	66.00%	0.653
Multi-Family Housing (ITE 221)	1 (DU)	0.410	66.00%	0.271
Assisted Living Facility (ITE 254)	1 (Bed)	0.260	66.00%	0.172
General Office (ITE 710)	1 (1,000 SF)	1.180	69.00%	0.814
Medical-Dental Office (ITE 720)	1 (1,000 SF)	3.460	69.00%	2.387
Commercial Retail (ITE 820)	1 (1,000 SF)	5.632	52.14%	2.937

D. FOOTNOTES

[1]: Trip Rate based upon ITE *Trip Generation, Tenth Edition*, p.m. peak-hour trip generation rates as follows:

Single-Family	Obtained using the Trip Generation equation for ITE LUC 210.
Multi-Family	Obtained using the Trip Generation equation for ITE LUC 221 and the approved trip generation for the project.
Assisted Living Facility	Obtained using the Trip Generation rate for ITE LUC 254.
Office	Obtained using the Trip Generation equation for ITE LUC 710 and the approved trip generation for the project.
Medical-Dental Office	Obtained using the Trip Generation rate for ITE LUC 720.
Commercial Retail	Obtained using the Trip Generation equation for ITE LUC 820 and the approved trip generation for the project.

[2]: % New is based upon the Internal Capture and Pass-by Capture = (1 - IC%) * (1 - PB%). An internal capture of 34% was applied for residential uses, 31% for office uses, and 21% for retail uses based on the trip generation for the overall site. Pass-by was applied to the shopping center land use consistent with the trip generation approved for the proposed development program.

k:\oca_civil\142742000 - wintergreen pd tia\calcs\equivalency matrix\[wintergreen pd - trip equivalency matrix.xlsx]trip eq. matrix

P:\CITY\Growth Mgt\RGI\Carll\Traffic\Winter Green\Wintergreen Concurrency K JG 1-14-22 Rev.docx

Final Traffic Impact Analysis

WINTERGREEN PD

CITY OF OCALA, FL

Prepared for:

WG One Corp

Prepared by:

Kimley-Horn and Associates, Inc.

142742000
September 2018
© Kimley-Horn and Associates, Inc.
101 E Silver Springs Boulevard, Suite 400
Ocala, FL 34470
352 438 3000

Kimley»Horn

Final Traffic Impact Analysis

WINTERGREEN PD

CITY OF OCALA, FL

Prepared for:

WG One Corp

Prepared by:

Kimley-Horn and Associates, Inc.

142742000
September 2018
© Kimley-Horn and Associates, Inc.
101 E Silver Springs Boulevard, Suite 400
Ocala, FL 34470
352 438 3000

THIS IS TO CERTIFY THAT THE ENCLOSED CALCULATIONS WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION.

AMBER L. GARTNER, P.E.
Florida Registration #72294
CA# 00000696

DATE: 9/17/2018

AMBER LEE GARTNER * LICENSE No. 72294 * STATE OF FLORIDA * PROFESSIONAL ENGINEER

EXECUTIVE SUMMARY

Kimley-Horn has performed a Traffic Impact Analysis (TIA) for the Wintergreen Planned Development (PD). The PD is generally located west of SW 44th Avenue, south of SW 20th Street in southwest Ocala, Florida. The PD area is +/- 40 acres on the east side of the Ocala West PUD.

The TIA has been prepared to support the PD rezoning application and Concurrency Development Agreement (CDA). The analysis has been performed in accordance with the City of Ocala Traffic Impact Analysis guidelines and the methodology which was approved by the City of Ocala, Marion County, and Ocala/Marion County TPO.

The project's development program includes the following uses and intensities:

- Apartments – 685 dwelling units
- Office space – 50,000 square feet
- Commercial retail – 87,000 square feet

Access to the property is proposed via a right-in/right-out connection on SW 20th Street, three right-in/right-out connections on SW 44th Avenue, two full median openings on SW 44th Avenue, and an access point along the proposed SW 31st Street which will intersect SW 44th Avenue near the southeast corner of the PD.

The traffic analysis was performed considering a buildout timeframe of 20 years (2037) for the proposed development program. The operating conditions within the study area were evaluated for future background (before addition of project traffic) conditions and buildout traffic conditions. This analysis assumes that SW 44th Avenue is constructed as a four-lane roadway from SR 40 to SR 200, consistent with the approved methodology. Transportation improvements were identified within the study area to be needed under future background traffic conditions. These improvements are needed prior to the addition to project traffic, and therefore no proportionate share contribution is required by the development per Florida State Statutes. No off-site transportation improvements were identified to be needed at project buildout beyond those identified under future background traffic conditions or assumed as committed transportation improvements.

The traffic analysis and results provided herein support the transportation concurrency reservation request for the Wintergreen PD project. The owners of the Wintergreen PD and Country Green PD, located on the western boundary of the Ocala West PUD, have prepared the TIAs for both developments and will be going through the transportation concurrency reservation process concurrently. However, for the purpose of the Wintergreen PD TIA, project trips from the Country Green PD will be considered "vested" background trips. The contribution of right-of-way for the future SW 44th Avenue is intended to satisfy transportation concurrency requirements for the proposed Wintergreen PD.

TABLE OF CONTENTS

EXECUTIVE SUMMARY i
INTRODUCTION 1
PROJECT TRAFFIC 2
Site Access 2
TRIP DISTRIBUTION, ASSIGNMENT, AND STUDY AREA 4
EXISTING CONDITIONS ANALYSIS 6
Data Collection 6
Roadway Segment Analysis 6
Intersection Analysis 8
FUTURE CONDITIONS ANALYSIS 12
Committed Transportation Improvements 12
Traffic Volume Development 12
Future Background Roadway Segment Analysis 16
Future Buildout Roadway Segment Analysis 18
Future Background Conditions Intersections Analysis 20
Future Buildout Conditions Intersection Analysis 23
PRELIMINARY SIGNAL WARRANT ANALYSIS 26
SW 20th Street & SW 44th Avenue 26
SW 43rd Court/SW 44th Avenue & SW 40th Street 26
SITE ACCESS ANALYSIS 27
Right-in/Right-out Driveway on SW 20th Street 27
Right-in/Right-out Driveways along SW 44th Avenue 27
Full-Access Connections along SW 44th Avenue 27
Roundabout at SW 31st Street and SW 44th Avenue 28
Turn Lanes on SW 20th Street at SW 44th Avenue 28
CRASH DATA SUMMARY 29
CONCLUSION 30

List of Tables

Table 1: Trip Generation Calculations… 3
Table 2: Existing Conditions PM Peak Hour Roadway Segment Analysis 7
Table 3: Existing Conditions PM Peak Hour Intersection Analysis 11
Table 4: Existing Conditions AM Peak Hour Intersection Analysis 11
Table 5: Future Background Conditions PM Peak Hour Roadway Segment Analysis 17
Table 6: Buildout Conditions PM Peak Hour Roadway Segment Analysis 19
Table 7: Future Background Conditions PM Peak Hour Intersection Analysis 21
Table 8: Future Background Conditions AM Peak Hour Intersection Analysis 22
Table 9: Buildout Conditions PM Peak Hour Intersection Analysis 24
Table 10: Buildout Conditions AM Peak Hour Intersection Analysis 24
Table 11: Crash Summary, 2013 – 2017 29

List of Figures

Figure 1: Site Location, Trip Distribution, and Study Area 5
Figure 2: Existing PM Peak Hour Turning Movement Volumes 9
Figure 3: Existing AM Peak Hour Turning Movement Volumes 10
Figure 4: PM Peak Hour Buildout Total Traffic 14
Figure 5: AM Peak Hour Buildout Total Traffic 15
Figure 6: Buildout Intersection Mitigation Details 25

APPENDICES

Appendix A: Conceptual Site Development Plan

Appendix B: Approved Traffic Analysis Methodology Correspondence

Appendix C: Traffic Data

Appendix D: Signal Timing Worksheets

Appendix E: Intersection Volume Development Worksheets

Appendix F: Synchro Output

- PM Peak Hour Existing Traffic Conditions
- PM Peak Hour Future Year Background Traffic Conditions
- PM Peak Hour Future Year Background Traffic Conditions with Improvement
- PM Peak Hour Buildout Traffic Conditions (with Background Improvement)
- AM Peak Hour Existing Traffic Conditions
- AM Peak Hour Future Year Background Traffic Conditions
- AM Peak Hour Future Year Background Traffic Conditions with Improvement
- AM Peak Hour Buildout Traffic Conditions (with Background Improvement)
- PM Peak Hour Arterial Analysis (Background and Buildout with Background Improvement)

Appendix G: Signal Warrant Analysis Worksheets

Appendix H: Turn Lane Warrant Worksheets

Appendix I: SIDRA Output

Appendix J: CFRPM Model Outputs, SW 44th Avenue Extension

Appendix K: Post-submittal Documentation and Study Approval

INTRODUCTION

Kimley-Horn has performed a Traffic Impact Analysis (TIA) for the proposed Wintergreen Planned Development (PD). The project site is generally located west of SW 44th Avenue, south of SW 20th Street in southwest Ocala, Florida. The PD area is +/- 40 acres on the east side of the Ocala West Planned Unit Development (PUD). The site is proposed to contain commercial retail and residential uses.

The TIA identifies transportation needs within the study area under future background (before the addition of project traffic) and project buildout conditions. The TIA has been prepared to support the transportation concurrency reservation and a developer agreement for the subject property. The analysis has been performed in accordance with the City of Ocala Traffic Impact Analysis guidelines and the methodology which was approved by the City of Ocala, Marion County, and the Ocala/Marion County Transportation Planning Organization (TPO). The approved methodology is included in the **Appendix**.

The project's development program includes the following uses and intensities:

- Multifamily housing – 685 dwelling units
- Office space – 50,000 square feet
- Commercial retail – 87,000 square feet

Access to the property is proposed via a right-in/right-out connection on SW 20th Street, three right-in/right-out connections on SW 44th Avenue, two full median openings on SW 44th Avenue, and an access point along the proposed SW 31st Street which will intersect SW 44th Avenue near the southeast corner of the PD. The buildout timeframe evaluated for the project is 20 years (by end of 2037). A copy of the current PD Plan illustrating the site location and proposed project access is included in the **Appendix**.

This TIA is based on data collected by Kimley-Horn and supplemented by information obtained from City of Ocala, Marion County, and Florida Department of Transportation (FDOT) sources. The study observed the established procedures found in Institute of Transportation Engineers (ITE) sources, FDOT sources, and the *2010 Highway Capacity Manual* (HCM 2010).

PROJECT TRAFFIC

The trip generation potential of the proposed development program was calculated based upon rates and equations contained in the ITE *Trip Generation Manual,* Tenth Edition. Internal capture and pass-by calculations were prepared in accordance with the methods established in the ITE *Trip Generation Handbook, 3rd Edition*.

The ITE calculated pass-by capture was confirmed to be within 10% of the projected SW 20th Street traffic volumes. The pass-by capture calculations were approved during the methodology process. Pass-by trips have been included in the driveway volumes for evaluation of the site access locations.

Based on the development program provided, the project is anticipated to generate 6,257 net new daily trips, 409 net new AM peak hour trips, and 482 net new PM peak hour trips.

Table 1 illustrates the trip generation calculations for the site, which were approved during the methodology process.

Site Access

Access to the Wintergreen PD is proposed via a right-in/right-out connection on SW 20th Street, three right-in/right-out connections on SW 44th Avenue, two full median openings on SW 44th Avenue, and an access point along the proposed SW 31st Street which will intersect SW 44th Avenue near the southeast corner of the PD. The intersection of SW 31st Street with SW 44th Avenue is planned to have a roundabout configuration based on the latest plans from the City of Ocala. The driveway connection locations and geometry along SW 44th Avenue are being coordinated with the City's plans for the construction of SW 44th Avenue.

The access locations are illustrated on the PD in the **Appendix**. This report includes evaluation of the site access locations for turn lane needs and recommended length at project buildout.

Table 1: Trip Generation Calculations

Land Use	Intensity			Daily Trips	AM Peak Hour of Adjacent Street			PM Peak Hour of Adjacent Street		
					Total	In	Out	Total	In	Out
Proposed Development										
Multifamily Housing (Mid-Rise)	685 DU			3,732	226	59	167	281	171	110
General Office Building	50,000 SF			542	73	63	10	59	9	50
Shopping Center	87,000 SF			5,469	195	121	74	490	235	255
	Subtotal			*9,743*	*494*	*243*	*251*	*830*	*415*	*415*
Internal Capture	Daily	AM	PM							
Residential	23%	2%	34%	877	5	1	4	95	67	28
Office	32%	11%	31%	172	8	5	3	18	7	11
Commercial	17%	5%	21%	929	9	5	4	103	34	69
Subtotal	*20%*	*5%*	*26%*	1,978	22	11	11	216	108	108
Pass-By Traffic [1]	Daily	AM	PM							
Shopping Center	34%	34%	34%	1,544	63	39	24	132	68	64
10% of Adjacent Street Traffic	10%			1,508	136	68	68	136	68	68
	Subtotal			1,508	63	39	24	132	68	64
Driveway Volumes				**7,765**	**472**	**232**	**240**	**614**	**307**	**307**
TOTAL NET NEW TRIPS				**6,257**	**409**	**193**	**216**	**482**	**239**	**243**

Note: *Trip Generation was calculated using the data from ITE's Trip Generation Manual, 10th Edition*

Multifamily Housing (Mid-Rise) [ITE LUC 221]	
Daily	T = 5.45*(X) - 1.75 (X is DU)
AM Peak Hour of Adjacent Street	Ln(T) = 0.98*Ln(X) - 0.98 (X is DU; 26% in, 74% out)
PM Peak Hour of Adjacent Street	Ln(T) = 0.96*Ln(X) - 0.63 (X is DU; 61% in, 39% out)
General Office [ITE LUC 710]	
Daily	Ln(T) = 0.97*Ln(X) + 2.50 (X is SF/1,000)
AM Peak Hour of Adjacent Street	T = 0.94*(X) + 26.49 (X is SF/1,000; 86% in, 14% out)
PM Peak Hour of Adjacent Street	Ln(T) = 0.95*Ln(X) + 0.36 (X is SF/1,000; 16% in, 84% out)
Shopping Center [ITE LUC 820]	
Daily	Ln(T) = 0.68*Ln(X) + 5.57 (X is SF/1,000)
AM Peak Hour of Adjacent Street	T = 0.50*(X) + 151.78 (X is SF/1,000; 62% in, 38% out)
PM Peak Hour of Adjacent Street	Ln(T) = 0.74*Ln(X) + 2.89 (X is SF/1,000; 48% in, 52% out)
Pass-By Trip Reduction [2]	P = 0.34*(T)

Note 1: The ITE calculated pass-by capture was limited to 10% of the projected adjacent side-street traffic volumes. Adjacent side-street traffic volumes is that projected for SW 20th Street based on existing traffic volumes from the 2016 FDOT Florida Traffic Information CD, turning movement counts, and growth rates from the approved methodology. Background growth was applied to account for future adjacent traffic volumes at buildout of the development.

Note 2: The ITE recommended pass-by capture rate for the PM peak hour was applied for the daily and AM peak hour as well.

K:\OCA_Civil\142742000 - Wintergreen PD TIA\calcs\WINTERGREEN\[TIA-WG_Calcs_180321.xlsx]T1-TGEN Wintergreen PD *3/23/18*

TRIP DISTRIBUTION, ASSIGNMENT, AND STUDY AREA

A projected traffic distribution was developed using output from the Central Florida Regional Planning Model (CFRPM) Version 6.0, which is based on the Florida Standard Urban Transportation Model Structure (FSUTMS). Hand adjustments were made to the model output based on site layout characteristics and local knowledge to establish a reasonable estimation for the project's travel patterns within the study area. The distribution was approved during the methodology review process.

Functionally classified roadway segments in the project's vicinity were reviewed to determine the project's potential traffic impact. The project impact on the surrounding roadway network has been calculated as the average PM peak hour trip assignment on that roadway segment divided by the segment's peak hour peak direction service volume. A 3% threshold was used to define the project study area. Per the City of Ocala Traffic Impact Analysis Guidelines, the study area includes all significantly impacted roadways plus one segment beyond the last segment that meets the 3% impact threshold, unless the project has a de minimis impact on the roadway segment. The service volumes for evaluated roadways were obtained utilizing functional classification and level of service information published by the TPO and FDOT.

The project significance calculations are provided within the methodology document located in the **Appendix**.

The following roadway segments are included within the study area, as approved during the methodology process:

- SW 20th Street – SW 60th Avenue to SW 27th Avenue
- SW 44th Avenue – SR 200 to SR 40

In addition to roadway segment analysis, the following intersections were evaluated for PM peak hour traffic conditions (4-6 PM), as approved during the methodology process:

- SW 20th Street & SW 44th Avenue (unsignalized)
- SW 20th Street & SW 38th Avenue
- SW 20th Street & SW 31st Avenue
- SW 20th Street & SW 27th Avenue
- SW 38th Street/40th Street & SW 44th Avenue (unsignalized)
- SW 42nd Street Road & SR 200

In addition, based on request by the review agencies during development of the methodology, the following intersections were also evaluated during the AM peak period (7AM – 9AM):

- SW 20th Street & SW 44th Avenue (unsignalized)
- SW 20th Street & SW 38th Avenue

The access locations on SW 20th Street and SW 44th Avenue were also reviewed for buildout traffic conditions. **Figure 1** illustrates the site location, trip distribution, and study area for the traffic analysis, as approved during the methodology process.

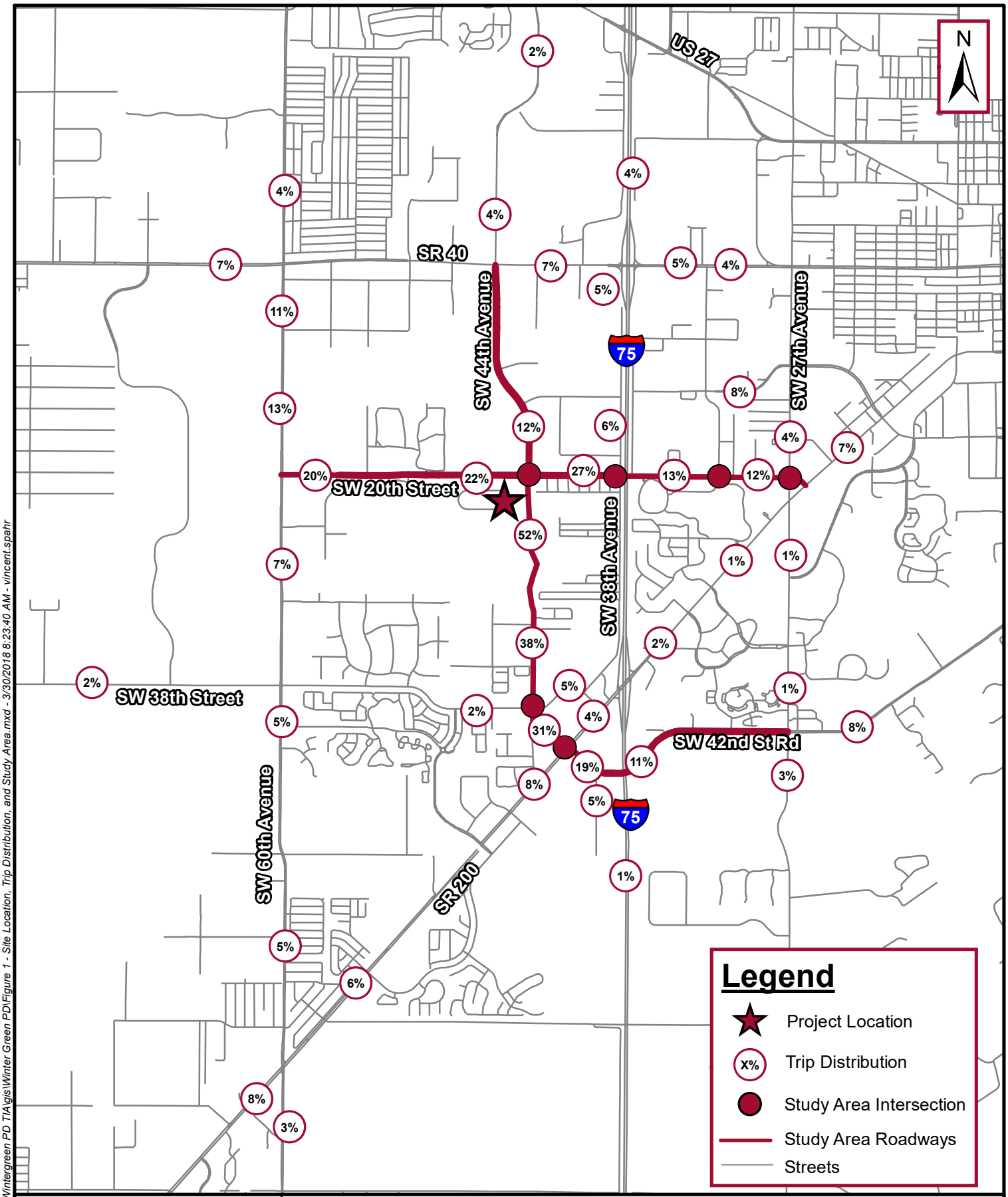


FIGURE 1: SITE LOCATION, TRIP DISTRIBUTION, AND STUDY AREA

WINTERGREEN PD
OCALA, FLORIDA

Project No: 142742000	Not To Scale	April 2018	Figure 1

Kimley»Horn
© 2018 Kimley-Horn and Associates, Inc.
101 E Silver Springs Blvd, Suite 400, Ocala FL 34470
Phone: 352 438 3000
www.kimley-horn.com CA 00000696

K:\OCA_Civil\142742000 - Wintergreen PD TIA\gis\Winter Green PD\Figure 1 - Site Location, Trip Distribution, and Study Area.mxd - 3/30/2018 8:23:40 AM - vincent.spahr

EXISTING CONDITIONS ANALYSIS

Data Collection

Turning movement counts were collected at the study area intersections during the AM (7:00 AM – 9:00 AM) and PM (4:00 PM – 6:00 PM) peak hours of adjacent street traffic in February 2018. The turning movement counts were used for the existing conditions analysis and as a basis for forecasting the future year turning movement volumes. The turning movement counts are provided in the **Appendix**.

The appropriate peak season factors from FDOT were utilized to adjust the observed traffic volumes to peak season. Existing peak hour factors, right turns on red, and heavy vehicles were recorded during the turning movement counts. The existing intersection lane geometries were observed in the field. Existing signal timings obtained from the City of Ocala and Marion County were utilized in the analysis.

Roadway Segment Analysis

Study roadway segments were evaluated to determine the existing PM peak hour levels of service and to provide a basis for the future conditions analysis. The maximum service volumes were obtained from the latest Marion County Roadway Segment Tables and the 2013 FDOT Quality/Level of Service Handbook.

The existing PM peak hour directional traffic volumes were calculated using the PM peak hour turning movement count (approach/departure) data collected at the study area intersections. The reported existing traffic volume is an average of the recorded approach and departure volumes, adjusted to peak season using the applicable FDOT peak season factor.

Table 2 illustrates the existing peak hour volume and level of service for roadway segments in the study area during the PM peak hour. All the study area roadway segments are shown to operate within the adopted level of service standard under existing PM peak hour traffic conditions.

Table 2: Existing Conditions PM Peak Hour Roadway Segment Analysis

Roadway		ROADWAY ATTRIBUTES [1]				Peak Hour Directional Service Capacity [2]	EXISTING PEAK SEASON PEAK HOUR TRAFFIC CONDITIONS					
							Volumes [3]		V/C Ratios		LOS [2]	
From	To	FDOT Classification	Area Type	Adopted LOS Standard	Number of Lanes		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
SW 20th St												
SW 60th Ave	SW 44th Ave	NS-SA-C1	Urban	E	4	1,800	382	629	0.21	0.35	C	C
SW 44th Ave	I-75	NS-SA-C1	Urban	E	4	1,800	471	649	0.26	0.36	C	C
I-75	SW 27th Ave	NS-SA-C1	Urban	E	2	832	643	647	0.77	0.78	C	C
SW 27th Ave	SR 200	NS-SA-C1	Urban	E	2	792	334	285	0.42	0.36	C	C
SW 44th Ave												
SR 40	SW 20th St	NS-SA-C1	Urban	E	2	792	53	182	0.07	0.23	C	C

K:\OCA_Civil\142742000 - Wintergreen PD TIA\calcs\WINTERGREEN\[TIA-WG_Calcs_180321.xlsx]Roadway Existing *3/30/2018*

1. The roadway attributes were obtained from the latest Marion County and FDOT sources.
2. Roadway Service Capacities and LOS were determined using the 2013 FDOT Quality/LOS Handbook and Marion County roadway segment tables.
3. Existing peak season volumes are based on existing turning movement counts and supplemented by seasonal factors from FDOT's Florida Traffic Information 2016.

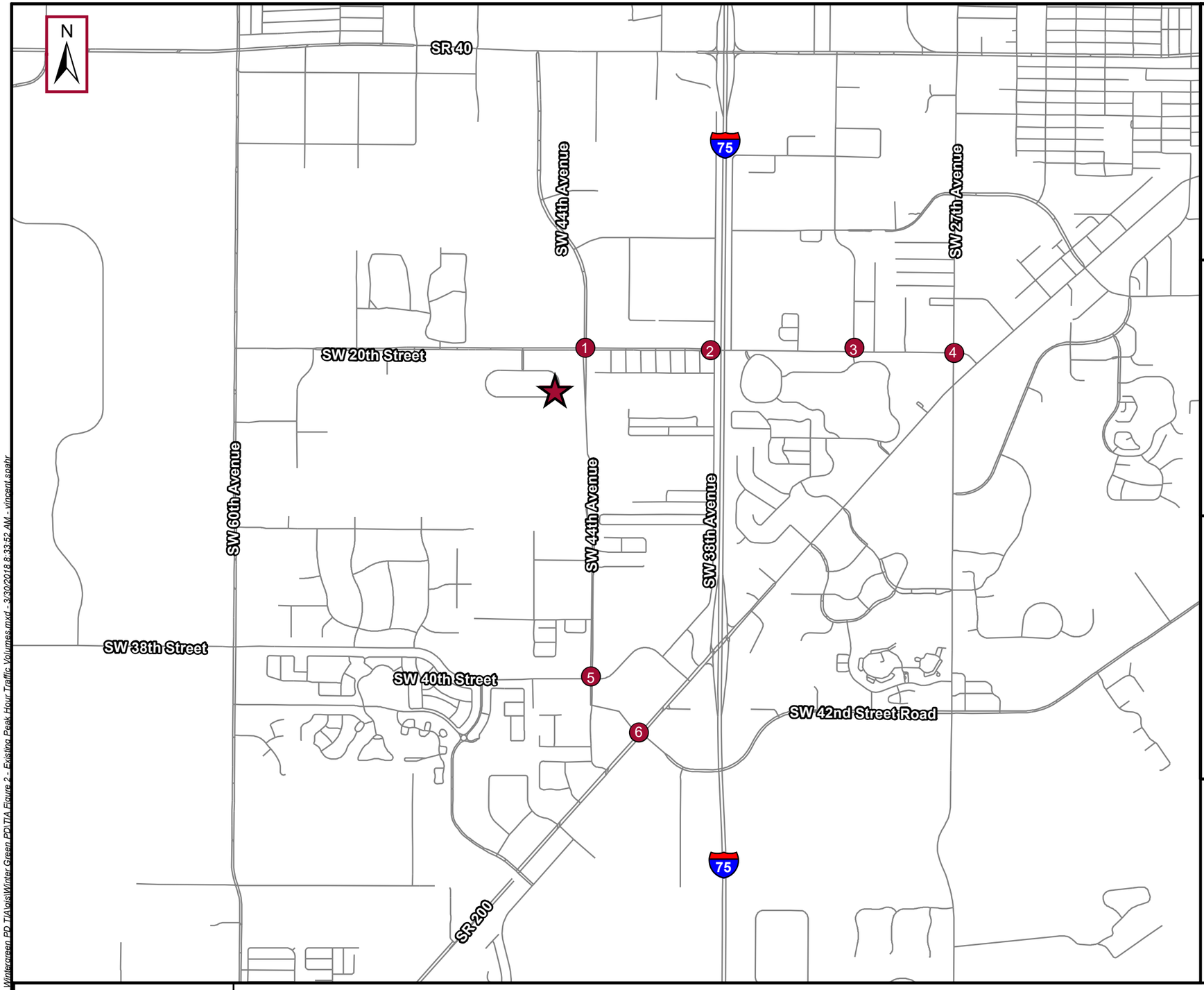
Intersection Analysis

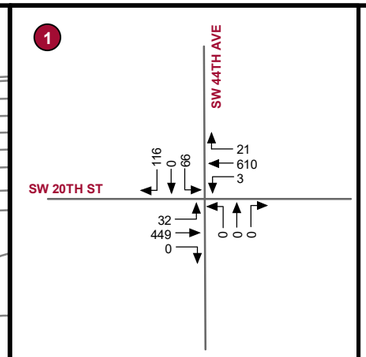
The existing intersection operating conditions were evaluated based on the data collection efforts summarized above. The operating conditions at the study intersections were analyzed using the Synchro 9 software package, which implements the procedures of the 2010 *Highway Capacity Manual* (HCM). The observed turning movement volumes were adjusted to peak season volumes for the existing conditions analysis. Existing lane geometry, peak hour factors, truck percentages, U-turn percentages, and right-turn-on-red percentages observed in the field were input into the capacity analyses. Existing turning movement volumes for the PM peak hour are depicted in **Figure 2**. Existing turning movement volumes for the AM peak hour are depicted in **Figure 3**.

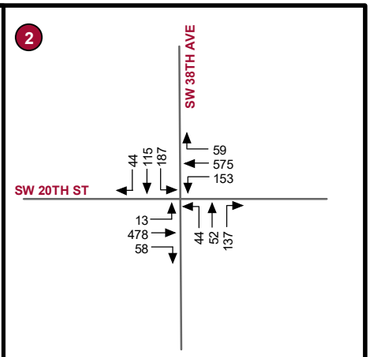
Table 3 provides a summary of the average delay and level of service during the PM peak hour under existing traffic conditions. All study area intersections operate with acceptable overall intersection level of service under existing PM peak hour conditions. However, the intersection SR 200 at SW 42nd Street Road is shown to operate with an individual traffic movement having a volume to capacity (V/C) ratio exceeding 1.0, as summarized in **Table 3**.

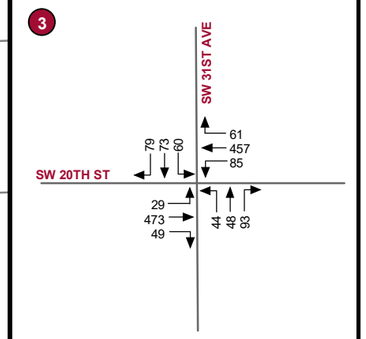
Table 4 provides a summary of the average delay and level of service during the existing AM peak hour. The two intersections evaluated during the AM peak hour are shown to operate with acceptable overall intersection LOS.

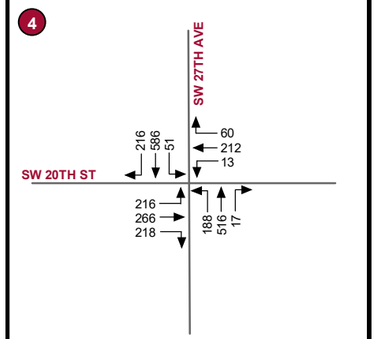
The Synchro 9 analysis output is provided in the **Appendix**.

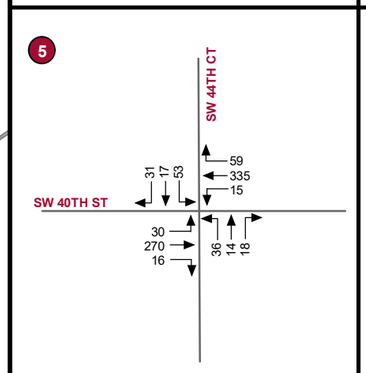


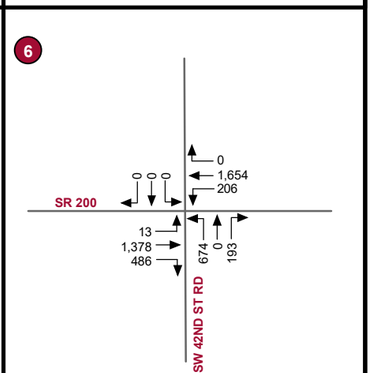












Legend

- Project Location
- Study Area Intersection
- Streets
- Existing Turning Movement Volume

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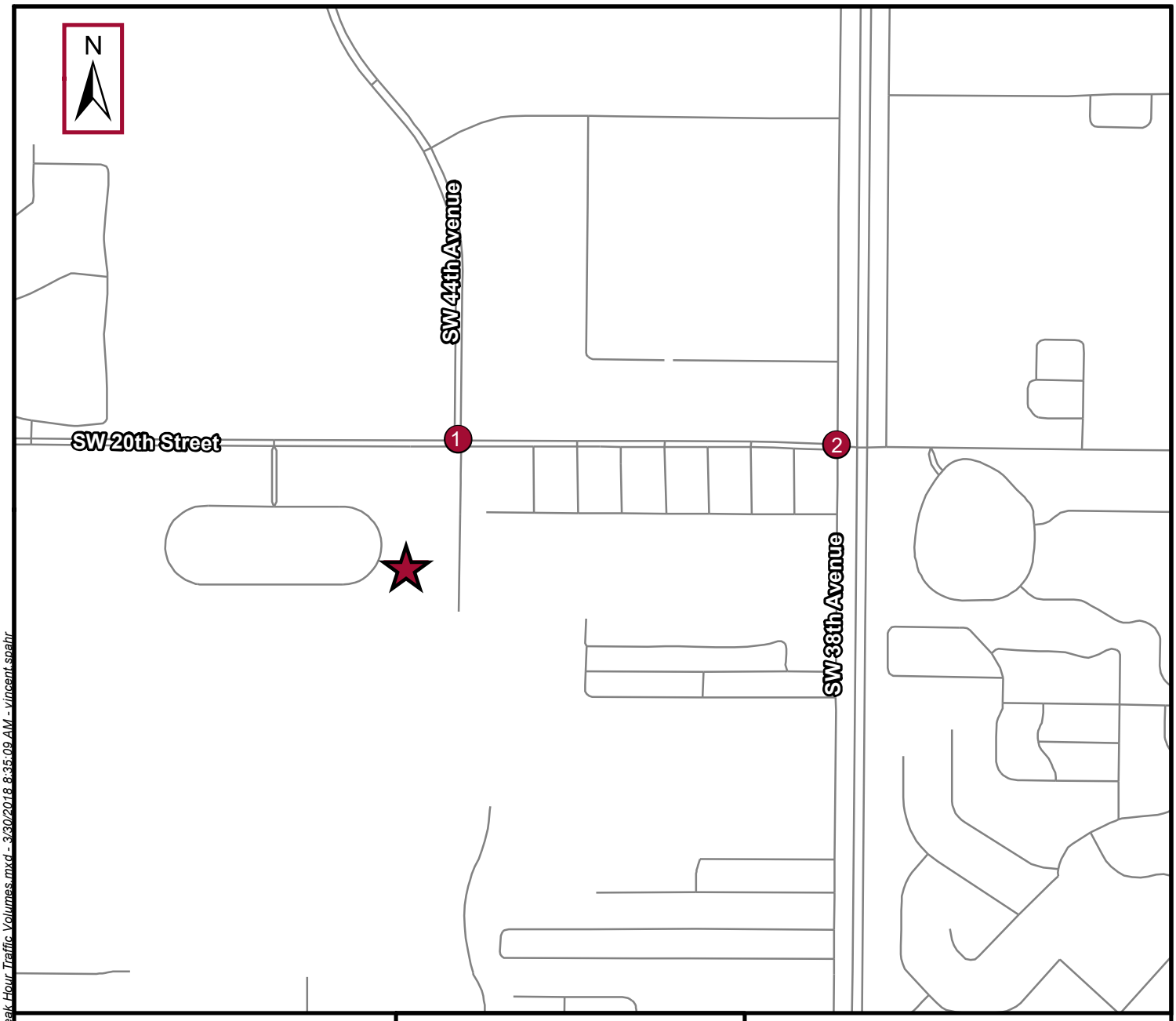
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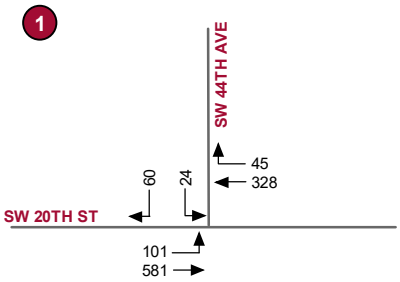
FIGURE 2: EXISTING PM PEAK HOUR TRAFFIC VOLUMES

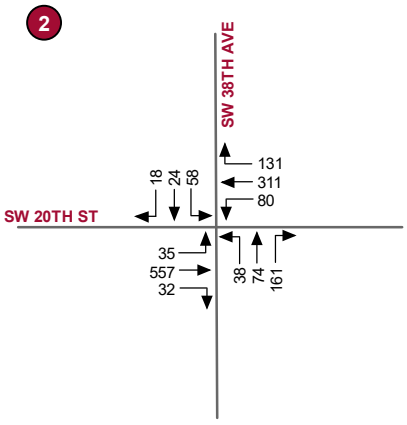
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Project No: 142742000

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Legend

- Project Location
- Study Area Intersection
- Streets
- Existing Turning Movement Volume

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FIGURE 3: EXISTING AM PEAK HOUR TRAFFIC VOLUMES

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Table 3: Existing Conditions PM Peak Hour Intersection Analysis

Intersection	Existing Conditions		
	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C
Unsignalized			
SW 20th St & SW 44th Ave (TWSC) [1]	C	17.6	0.31
SW 43rd Ct & SW 40th St (AWSC)	B	12.5	0.56
Signalized			
SW 20th St & SW 38th Ave	C	29.4	0.87
SW 20th St & SW 31st Ave/CCF	B	13.3	0.72
SW 20th St & SW 27th Ave	D	38.7	0.86
SR 200 & SW 42nd Street Rd	C	33.0	1.05

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Note:
1. Intersection LOS and delay at two-way stop-controlled intersections are reported for the stop-controlled approaches only.

Table 4: Existing Conditions AM Peak Hour Intersection Analysis

Intersection	Existing Conditions		
	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C
Unsignalized			
SW 20th St & SW 44th Ave (TWSC) [1]	B	13.7	0.12
Signalized			
SW 20th St & SW 38th Ave	C	24.7	0.81

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Note:
1. Intersection LOS and delay at two-way stop-controlled intersections are reported for the stop-controlled approaches only.

FUTURE CONDITIONS ANALYSIS

Committed Transportation Improvements

SW 49th Avenue, from SW 42nd Street to CR 484 has been considered as a four-lane divided collector roadway for the future conditions analysis. The construction of this roadway is funded through transportation impact fees and recent sales tax referendum.

Consistent with the approved methodology, SW 44th Avenue has been assumed as a four-lane divided collector roadway from SR 40 to SR 200 for the future conditions analysis within in this TIA.

Traffic Volume Development

The future traffic volumes within the study area were calculated based on the approved methodology. Future background traffic volumes were calculated using collected peak season turning movement traffic volumes, an annual background growth rate applied over the 20-year buildout timeframe, and committed traffic volumes.

A 1.5% background annual growth rate was applied to the existing peak season volumes over the 20-year buildout timeframe. In addition, the following committed projects were included in the background traffic volume development, consistent with the approved methodology:

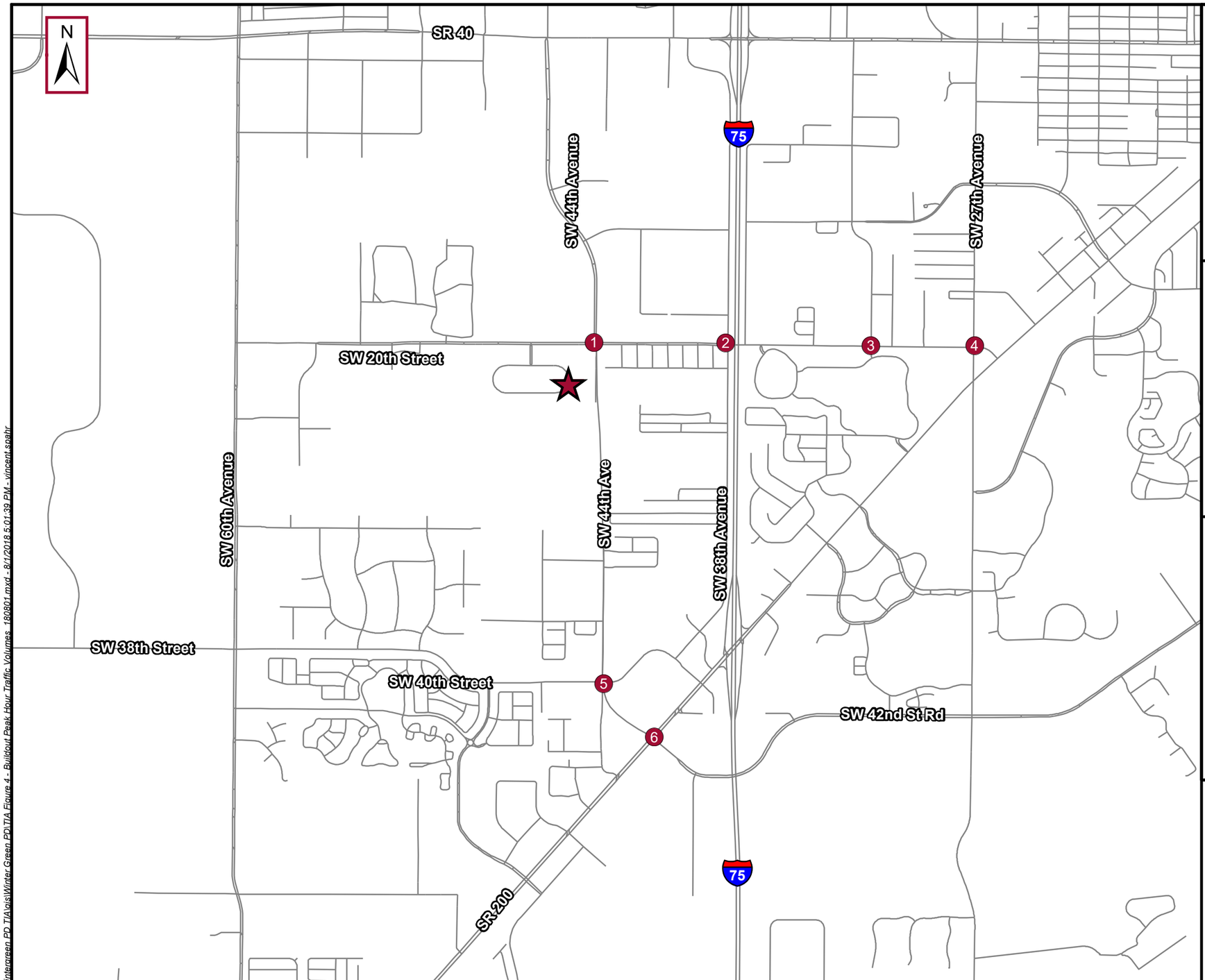
- Heathbrook remaining unbuilt
- Trinity Lane/Red Oak PUD
- Grand Oaks Town Center remaining
- Broadmoor Oaks
- Paddock Ridge East
- Paddock Ridge West
- On Top of the World
- Winding Oaks PD
- Country Green PD

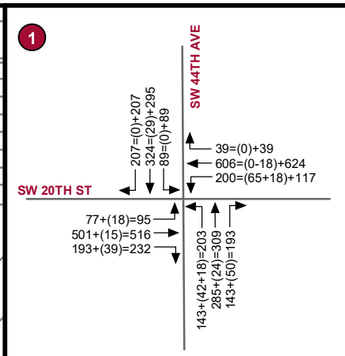
Projected traffic volumes were developed for future background traffic conditions considering the existing intersection and roadway geometry. The intersections along SW 44th Avenue will have different geometry and travel patterns with the extension and widening of SW 44th Avenue, from SR 40 to SR 200. Modeling techniques were utilized to determine the projected approach volumes at the intersections of SW 44th Avenue with SW 20th Street, SW 38th Street, and SR 200 under future (background) traffic conditions. The future background traffic volumes developed without the SW 44th Avenue extension were adjusted based on the projected re-distribution of traffic volumes within the surrounding transportation network due to the addition of the new SW 44th Avenue. The projected re-distribution of traffic was determined from a 2040 CFRPM model run with and without the proposed SW 44th Avenue. The individual turn percentages were developed to balance projected approach and departure volumes at each leg of the intersection. The future background traffic volumes consider ambient background growth of existing traffic volumes, traffic anticipated from vested development, and traffic re-distribution from the construction of SW 44th Avenue.

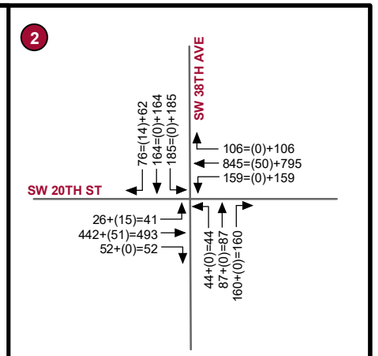
The total buildout traffic volumes were calculated as the sum of the background traffic volumes and project traffic. For the roadway segment analyses, the PM peak hour project traffic volumes were calculated as an average across the segment length.

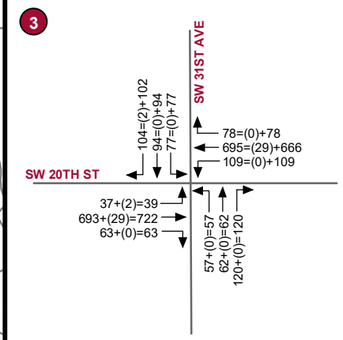
Two intersections were evaluated for AM peak hour traffic conditions. The same project trip distribution utilized for the PM analysis was utilized for the AM analysis.

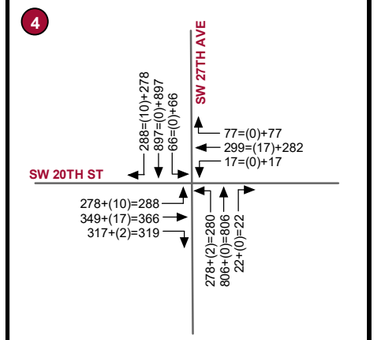
Worksheets detailing the future conditions intersection volume development and CFRPM model output are contained in the **Appendix**. The buildout total traffic volumes during the weekday PM peak hour are illustrated in **Figure 2**. The buildout total traffic volumes during the weekday AM peak hour are illustrated in **Figure 3**. The future background traffic volume represented in these figures are those projected after considering redistribution of traffic from the construction of SW 44th Avenue.

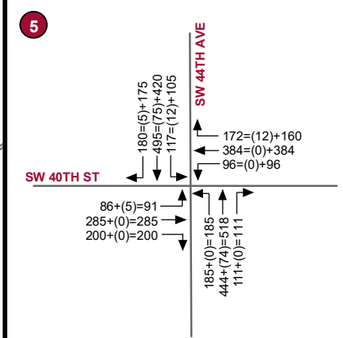


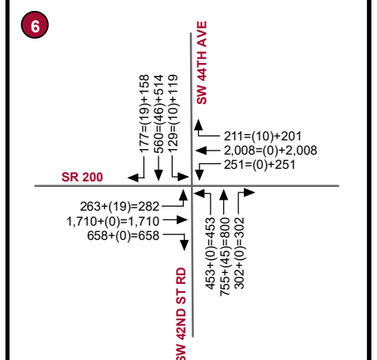












Legend

- Project Location
- Study Area Intersection
- Streets
- 2037 Projected Background + (Project+Pass-by) = Buildout Total Traffic

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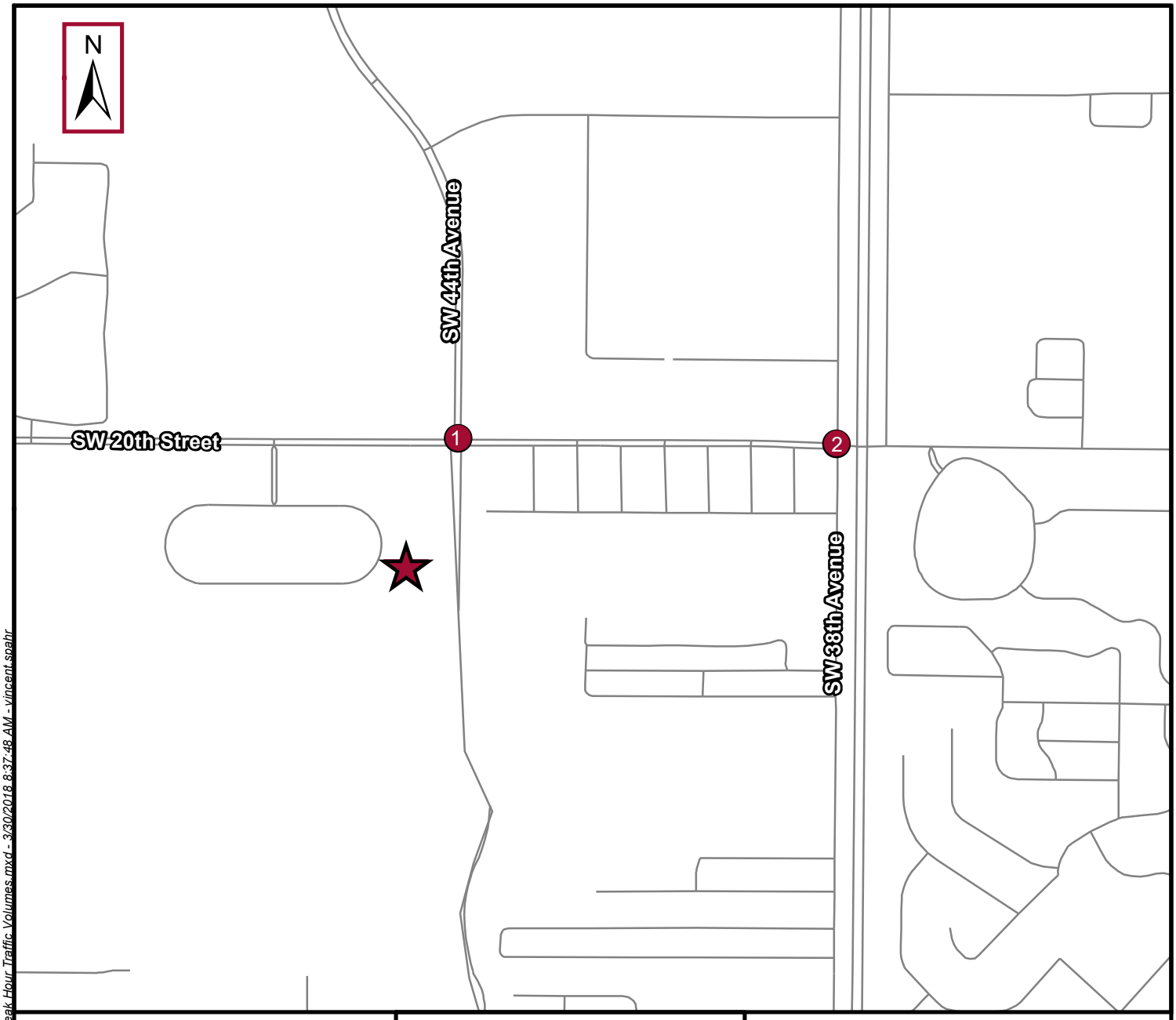
FIGURE 4: BUILDOUT (2037) PM PEAK HOUR TRAFFIC VOLUMES

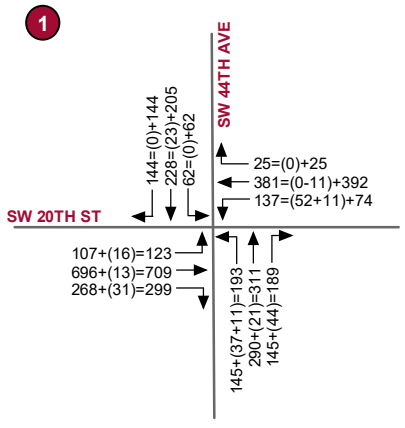
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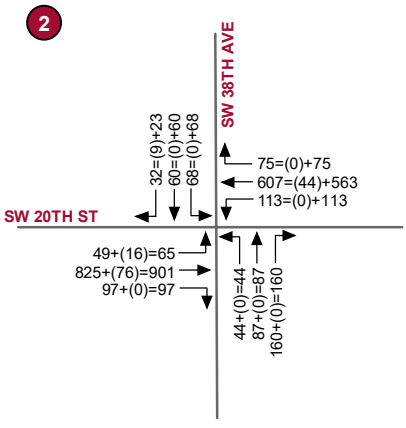
Project No: 142742000

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Legend

- Project Location
- Study Area Intersection
- Streets
- 2037 Projected Background + (Project + Pass-by) = Buildout Total Traffic

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FIGURE 5: BUILDOUT (2037) AM PEAK HOUR TRAFFIC VOLUMES

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Project No: 142742000 | Not To Scale | April 2018

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Future Background Roadway Segment Analysis

The roadway segments within the study area were evaluated for level of service under future background conditions (before the addition of project traffic) during the PM peak hour. The change in travel patterns due to the SW 44th Avenue extension was taken into account in determining the future background roadway volumes, as detailed in the previous section. The approach and departure volumes at the study area intersections were utilized to determine the average traffic volume along the segment length under future background traffic conditions.

The service volumes for roadways within the study area were obtained utilizing functional classification and level of service information published by the Ocala/Marion County TPO and FDOT, consistent with the approved methodology. The segments of SW 44th Street from SR 40 to SR 200 were assumed to have a four-lane divided geometry.

The segment of SW 20th Street from I-75 to SW 27th Avenue is shown to exceed the generalized service volume under future background (non-project) traffic conditions during the PM peak hour, as shown in **Table 5**. A more detailed Synchro arterial analysis of the segment indicates that SW 20th Street would operate at LOS D in the eastbound direction and LOS B in the westbound direction under future background traffic conditions. In addition, the future background conditions analysis identified the need for improvements at the intersection of SW 20th Street at SW 38th Avenue, which will improve level of service in the westbound direction.

All other roadway segments within the study area are shown to operate within the generalized service volume with 2037 background (non-project) traffic volumes. The future background conditions roadway segment analyses are detailed in **Table 5**. The Synchro Arterial analysis for SW 20th Street from I-75 to SW 27th Avenue is included in the **Appendix**.

Table 5: Future Background Conditions PM Peak Hour Roadway Segment Analysis

Roadway		Adopted LOS Standard	Peak Hour Directional Service Capacity [1]	Existing PM Peak Hour Traffic Conditions		Future (2037) Background Traffic Conditions					
				Volumes [2]		Future Non-Project Traffic Volumes [3]		V/C Ratios		LOS [1]	
From	To			NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
SW 20th St											
SW 60th Ave	SW 44th Ave	E	1,800	382	629	880	1,046	0.34	0.54	C	C
SW 44th Ave	I-75	E	1,800	471	649	698	917	0.42	0.58	C	C
I-75	SW 27th Ave	E	832	643	647	904	957	1.15	1.17	F (D) [4]	F (B) [4]
SW 27th Ave	SR 200	E	792	334	285	456	399	0.57	0.50	C	C
SW 44th Ave											
SR 40	SW 20th St	E	1,800	53	182	417	591	0.23	0.33	C	C
SW 20th St	SR 200	E	1,800	--	--	637	673	0.35	0.37	C	C

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1. Roadway Service Capacities and LOS were determined using the 2013 FDOT Quality/LOS Handbook and Marion County roadway segment tables.
2. Existing peak season volumes are based on existing turning movement counts and supplemented by seasonal factors from FDOT's Florida Traffic Information 2016.
3. Future non-project traffic volumes are calculated based on the approach and departure volumes of study area intersection located within the subject roadway segment. The background traffic volumes include ambient background growth of existing traffic volumes, traffic from vested developments, and re-distribution of traffic from the SW 44th Avenue extension.
4. SW 20th Street from I-75 to SW 27th Avenue is anticipated to exceed the generalized service volume under future background conditions. A detailed Synchro Arterial analysis shows LOS D in the eastbound direction and LOS B in the westbound direction for the segment.

Future Buildout Roadway Segment Analysis

The roadway segments within the study area were evaluated for level of service under future buildout traffic conditions during the PM peak hour. The service volumes utilized for the analysis are the same as those utilized for the future background conditions analysis.

The segment of SW 20th Street from I-75 to SW 27th Avenue is shown to exceed the generalized service capacity under future buildout traffic conditions during the PM peak hour, as shown in **Table 6**. The segment is also shown to exceed the generalized service volume with future background traffic volumes (prior to addition of project traffic). A more detailed Synchro arterial analysis of the segment indicated that SW 20th Street would operate at LOS D in the eastbound direction and LOS C in the westbound direction under future buildout traffic conditions. In addition, the future background conditions analysis identified the need for improvements at the intersection of SW 20th Street at SW 38th Avenue, which will improve level of service in the westbound direction.

All other roadway segments within the study area are shown to operate with acceptable level of service with 2037 buildout traffic volumes. The project does not have a significant and adverse impact on any of the roadway segments within the study area.

The buildout roadway segment analyses are detailed in **Table 6.** The Synchro Arterial analysis of SW 20th Street from I-75 to SW 27th Avenue is included in the **Appendix**.

Table 6: Buildout Conditions PM Peak Hour Roadway Segment Analysis

Roadway		Adopted LOS Standard	Peak Hour Directional Service Capacity [1]	Future Non-Project Traffic Volumes [2]		PM Peak Hour Project Traffic			Future Buildout PM Peak Hour Traffic Conditions					
									Volumes [4]		V/C Ratios		LOS [1]	
From	To			NB/EB	SB/WB	% Assign [3]	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
SW 20th St														
SW 60th Ave	SW 44th Ave	E	1,800	880	1,046	21.0%	50	51	930	1,097	0.52	0.61	C	C
SW 44th Ave	I-75	E	1,800	698	917	24.0%	58	57	756	974	0.42	0.54	C	C
I-75	SW 27th Ave	E	832	904	957	14.2%	35	34	939	991	1.13	1.19	F (D) [5]	F (C) [5]
SW 27th Ave	SR 200	E	792	456	399	6.0%	15	14	471	413	0.59	0.52	C	C
SW 44th Ave														
SR 40	SW 20th St	E	1,800	417	591	12.0%	29	29	446	620	0.25	0.34	C	C
SW 20th St	SR 200	E	1,800	637	673	40.0%	96	97	733	770	0.41	0.43	C	C

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1. Roadway Service Capacities and LOS were determined using the 2013 FDOT Quality/LOS Handbook and Marion County roadway segment tables.
2. Future non-project traffic volumes are calculated based on the approach and departure volumes of study area intersection located within the subject roadway segment. The background traffic volumes include ambient background growth of existing traffic volumes, traffic from vested developments, and re-distribution of traffic from the SW 44th Avenue extension.
3. The percent project traffic is averaged across the roadway segment.
4. Future Buildout traffic volumes are the summation of future non-project traffic and project traffic.
5. SW 20th Street from I-75 to SW 27th Avenue is anticipated to exceed the generalized service capacity at project buildout. A detailed Synchro Arterial analysis shows LOS D in the eastbound direction and LOS C in the westbound direction. This segment also exceeds generalized service capacity under future background (before the addition of project traffic) conditions.

Future Background Conditions Intersections Analysis

The intersections within the study area were evaluated to determine improvement needs to provide an acceptable level of service and operations with future background traffic conditions prior to the addition of project traffic. The future background traffic volumes included existing peak season traffic, background traffic growth, and committed project traffic. Future background traffic volumes at the study intersections were adjusted to account for the change in travel patterns with the construction of the SW 44th Avenue extension.

Existing intersection geometry, signal timings (as obtained from the City of Ocala and Marion County), and peak hour factor and percent heavy vehicles (as obtained from the traffic counts) were input into Synchro 9 for the analysis. For intersections along SW 44th Avenue, the future geometry needed to accommodate the projected 2037 background traffic volumes is reflected in the future background conditions with improvement analysis. The required geometry is assumed to be constructed with the SW 44th Avenue extension and in place as a committed improvement.

Table 7 summarizes the resultant intersection LOS for the future background conditions with existing intersection geometry and signal timings during the PM peak hour. The identified intersection improvements that are shown to be needed under future background traffic conditions to provide acceptable intersection operations and level of service are summarized in **Table 7**. The intersection improvements along SW 44th Avenue are assumed to be constructed with the roadway widening and extension.

Signal warrant analyses were performed for the intersections of SW 44th Avenue with SW 20th Street and SW 38th Street. The future traffic volumes at the intersections will warrant signalization with the construction of SW 44th Avenue. The signal warrant analysis is detailed in a following section of this report.

One intersection improvement was identified to be needed outside of SW 44th Avenue. The analysis showed a need for an additional westbound through lane on SW 20th Street at SW 38th Avenue to provide for acceptable level of service and delay with 2037 future background traffic volumes.

Two intersections were also evaluated for the weekday AM peak hour. The AM peak hour analysis does not result in any additional intersection improvement needs over those identified for the PM peak hour analysis. The improvements identified during the PM peak hour analysis were applied for the AM peak hour analysis and the resulting LOS, delay, and V/C ratios are reported in **Table 8**.

The Synchro 9 output reports are provided in the **Appendix**.

Table 7: Future Background Conditions PM Peak Hour Intersection Analysis

Intersection	Future (2037) Background Conditions			Future (2037) Background Conditions with Improvements			
	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C	Identified Improvements	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C
Unsignalized							
SW 20th St & SW 44th Ave (TWSC) [1]	F	--/--	5.13	Signalize when warranted [2]	C	28.9	0.75
SW 43rd Ct & SW 40th St (AWSC)	F	219.9	2.23	Signalize when warranted [2]	D	40.0	0.90
Signalized							
SW 20th St & SW 38th Ave	F	96.3	1.29	Additional WB through lane	C	31.5	0.84
SW 20th St & SW 31st Ave/College of Central Florida	C	27.9	0.99	--	C	27.9	0.99
SW 20th St & SW 27th Ave	E	63.2	1.01	Signal timing adjusments	E	59.1	0.97
SR 200 & SW 42nd St Rd	F	96.1	1.75	Second EBL turn lane, second WBL turn lane, exclusive WBR turn lane, exclusive SBR turn lane	E	60.8	0.98

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Note:

1. Intersection LOS and delay at two-way stop-controlled intersections are reported for the stop-controlled approaches only.

2. Future (2037) background traffic volumes meet peak hour signal warrant requirements from the Manual on Uniform Traffic Control Devices (MUTCD). Signal warrant spreadsheets are included in the **Appendix**.

Table 8: Future Background Conditions AM Peak Hour Intersection Analysis

Intersection	Future (2037) Background Conditions			Future (2037) Background Conditions with Improvements			
	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C	Identified Improvements [2]	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C
Unsignalized							
SW 20th St & SW 44th Ave (TWSC) [1]	F	--/--	2.87	Signalize when warranted [3]	C	27.7	0.77
Signalized							
SW 20th St & SW 38th Ave	D	40.7	0.97	Additional WB through lane	C	32.8	0.90

k:\oca_civil\142742000 - wintergreen pd tia\calcs\wintergreen\[tia-wg_calcs_180321.xlsx]int sum-background

Note:

1. Intersection LOS and delay at two-way stop-controlled intersections are reported for the stop-controlled approaches only.
2. Improvements are consistent with those identified to be needed for PM Peak Hour traffic conditions.
3. Future (2037) background traffic volumes meet peak hour signal warrant requirements from the Manual on Uniform Traffic Control Devices (MUTCD). Signal warrant spreadsheets are included in the **Appendix**.

Future Buildout Conditions Intersection Analysis

The intersection operating conditions were evaluated under buildout traffic conditions for year 2037. The future buildout conditions analysis included future background non-project traffic and project traffic. The intersection geometry identified to be needed under future background traffic conditions was utilized in the buildout conditions analysis to identify any additional transportation improvements that are necessary to provide acceptable level of service and intersection operations due to the addition of project traffic.

Table 9 details the resultant intersection LOS and delay for PM peak hour future buildout traffic conditions with background improved geometry. The intersection capacity analysis indicates that no additional improvements are needed at the study intersections that were not already identified for the future background (non-project) traffic conditions.

Two intersections were also evaluated for the weekday AM peak hour per the approved methodology. The AM peak hour analysis does not result in any additional intersection improvement needs over those identified for the PM peak hour analysis. A summary of the buildout conditions intersection analysis during the AM peak hour is provided in **Table 10**.

The Synchro 9 output reports are provided in the **Appendix**.

Figure 4 illustrates the intersection geometry identified to be needed to provide acceptable traffic operations under future background traffic conditions and buildout traffic conditions.

Table 9: Buildout Conditions PM Peak Hour Intersection Analysis

Intersection	Future (2037) Buildout Conditions with Background Improvements [1]		
	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C
Signalized			
SW 20th St & SW 44th Ave	D	36.3	0.84
SW 20th St & SW 38th Ave	C	33.9	0.85
SW 20th St & SW 31st Ave/College of Central Florida	C	28.6	0.99
SW 20th St & SW 27th Ave	E	64.7	0.97
SW 43rd Ct & SW 40th St	D	43.4	0.94
SR 200 & SW 42nd St Rd	E	64.1	0.98

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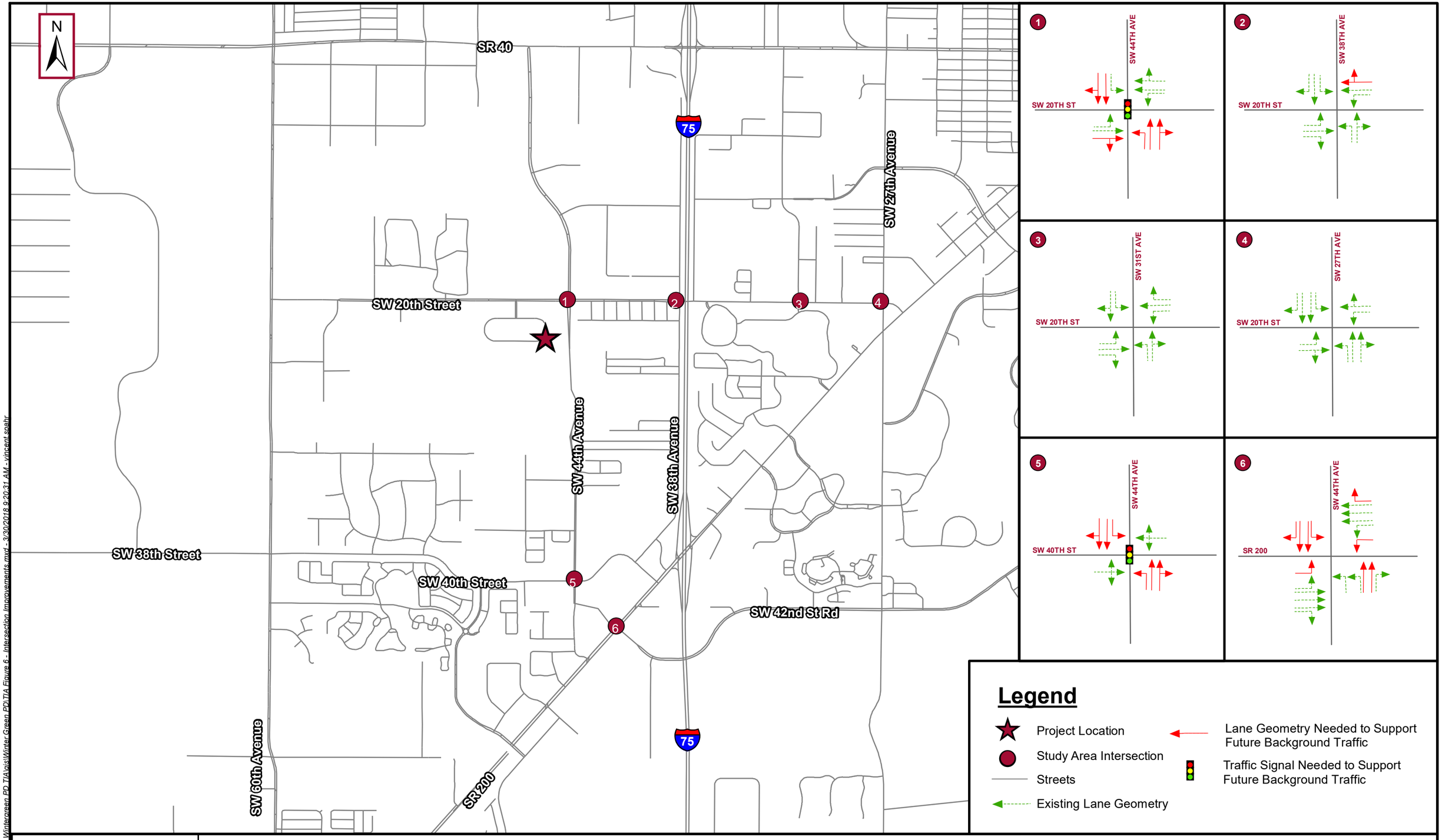
Note:
1. Analysis assumed improvement identified to be needed under the future background traffic conditions are in place for the buildout conditions analysis.

Table 10: Buildout Conditions AM Peak Hour Intersection Analysis

Intersection	Future (2037) Buildout Conditions with Background Improvements [1]		
	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C
Signalized			
SW 20th St & SW 44th Ave	C	33.9	0.81
SW 20th St & SW 38th Ave	D	37.6	0.95

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Note:
1. Analysis assumed improvement identified to be needed under the future background traffic conditions are in place for the buildout conditions analysis.



K:\OCA_Civil\142742000 - Winteregreen PD_TIA\gis\Winter.Green.PD.TIA.Figure 6 - Intersection Improvements.mxd - 3/30/2018 9:20:31 AM - vincent.spahr

Kimley»Horn
© 2018 Kimley-Horn and Associates, Inc.
101 E Silver Springs Blvd, Suite 400, Ocala FL 34470
Phone: 352 438 3000
www.kimley-horn.com CA 00000696

FIGURE 6: INTERSECTION IMPROVEMENT DETAILS

WINTERGREEN PD
OCALA, FLORIDA

Project No: 142742000

Not To Scale | April 2018

PRELIMINARY SIGNAL WARRANT ANALYSIS

A PM peak hour signal warrant analysis was conducted considering projected future background traffic volumes at the following intersections:

- SW 20th Street and SW 44th Avenue
- SW 44th Avenue and SW 40th Street

Guidelines established in the *Manual on Uniform Traffic Control Devices* (MUTCD) 2009 Edition for peak hour volume Warrant 3 were used for the analysis.

SW 20th Street & SW 44th Avenue

The major street (SW 20th Street) was evaluated as a two-or-more lane approach with a speed limit over 40 mph (meaning that the 70% columns were utilized). The minor street (SW 44th Avenue) was evaluated as a two-lane approach considering the northbound approach volumes. The northbound approach volume was calculated as the sum of the left-turn volume, through volume, and 50 percent of the northbound right-turn volume (reduction based on Pagones Theorem, see **Appendix**). The projected PM peak hour traffic volumes in the background (2037) conditions meet peak hour signal warrant criteria.

With the extension of SW 44th Avenue, it is anticipated that this intersection would be signalized to accommodate the projected traffic volumes through the intersection. It is recommended that the northbound and southbound approaches feature an exclusive left-turn lane, a through lane, and a shared through/right-turn lane. The intersection is shown to operate with acceptable level of service and delay considering signalized intersection control with PM (and AM) peak hour future background and buildout traffic conditions.

SW 43rd Court/SW 44th Avenue & SW 40th Street

The major street (SW 44th Avenue) was evaluated as a two-lane approach with a speed limit under 40 mph (meaning that the 100% columns were utilized). The minor street (SW 40th Street) was analyzed as a single-lane approach considering the westbound approach volume. The westbound approach volume was calculated as the sum of the left-turn volume, the through volume, and 80 percent of the right-turn volume (Pagones Theorem calls for reducing the right-turn volume by 20 percent when right-turns are less than or equal to 35 percent of the approach volume on a shared left/through/right approach). The projected PM peak hour traffic volumes in the background (2037) conditions meet peak hour signal warrant criteria.

Considering unsignalized operation, the intersection is shown to exhibit LOS F, with V/C ratios of several movements exceeding 1.0 under background traffic conditions. The intersection is shown to operate with acceptable level of service and delay considering signalized intersection control with PM peak hour future background and buildout traffic conditions.

The preliminary signal warrant worksheets are provided in the **Appendix**. A summary table of the Pagones Theorem reductions is also included in the **Appendix**.

SITE ACCESS ANALYSIS

The following access connections are proposed to serve the development:

- Right-in/right-out access connection on SW 20th Street
- Three right-in/right-out access connections on SW 44th Avenue
- Two full median openings on SW 44th Avenue
- A full access connection to the proposed SW 31st Street which is shown on the PD plan to have roundabout intersection control

The proposed site access locations were evaluated for required turn lane needs to accommodate the traffic at project buildout. Additionally, per City of Ocala's request on the approved methodology, the turn lanes on SW 20th Street at SW 44th Avenue were evaluated to identify any improvement needs to accommodate buildout traffic volumes.

Right-in/Right-out Driveway on SW 20th Street

The proposed right-in/right-out access connection on SW 20th Street is proposed approximately 120 feet west of the intersection with SW 44th Avenue. Based on the anticipated driveway assignment on the project site, the PM peak hour volumes would be approximately 21 trips in and 48 trips out at the driveway.

Based on the National Cooperative of Highway Research Programs (NCHRP) Report 457, the projected right-turn ingress volume at the right-in/right-out access on SW 20th Street does not warrant an exclusive right-turn lane.

Right-in/Right-out Driveways along SW 44th Avenue

As depicted on the Conceptual Site Plan (see **Appendix**), three right-in/right-out driveways are proposed to provide access along SW 44th Avenue to the Wintergreen PD. Given that the majority of the commercial development is planned toward the northern portion of the project site, the driveway expected to experience the highest ingress and egress volumes is the one nearest the intersection of SW 44th Avenue and SW 20th Street. The projected PM peak hour volumes at this driveway are approximately 35 trips in and 31 trips out at project buildout.

Based on the NCHRP Report 457, the projected right-turn volume into the development at the highest-volume right-in/right-out access on SW 44th Avenue does not warrant an exclusive right-turn lane.

Full-Access Connections along SW 44th Avenue

As depicted on the Conceptual Site Plan (see **Appendix**), two full-access driveways are proposed to provide access along SW 44th Avenue to the Wintergreen PD. Given that the majority of the commercial development is planned toward the northern portion of the project site, the more northern full-access driveway is expected to experience the highest ingress and egress volumes during the PM peak hour. The projected PM peak hour volumes at this driveway are approximately 107 trips in (36 southbound right, 71 northbound left) and 93 trips out (73 left, 20 right).

Based on the NCHRP Report 457, the projected right-turn volume into the development at the highest-volume full-access driveway on SW 44th Avenue does not warrant an exclusive right-turn lane. The projected traffic volumes meet NCHRP criteria for an exclusive northbound left-turn lane

According to 2017 FDOT Design Standards, using a design speed of 45 mph, the required deceleration length for the northbound left-turn lane is 185 feet. The anticipated 95th-percentile queue for the northbound left-turn movement is one vehicle length. The recommended length of the northbound left-turn lane is 235 feet to allow for the required deceleration length and recommended minimum queue length of two vehicles per the FDOT Greenbook.

Roundabout at SW 31st Street and SW 44th Avenue

As a part of the SW 44th Avenue extension, the City of Ocala has discussed implementing roundabout traffic control at the intersection of SW 44th Avenue and SW 31st Street at the southern limit of the Wintergreen PD.

It is projected approximately 69 project trips in (40 southbound right, 29 northbound left) and 60 project trips out (37 left, 23 out) would utilize the western leg of the intersection to access the site. The SIDRA software was used to evaluate the operating conditions of the proposed roundabout under future buildout traffic conditions. The analysis indicated that the roundabout would perform at LOS A under future (2037) buildout conditions with a V/C ratio of 0.34, including project trips. The SIDRA output is included in the **Appendix**.

Turn Lanes on SW 20th Street at SW 44th Avenue

Per City comment on the approved methodology, the turn lanes on SW 20th Street at the intersection with SW 44th Avenue evaluated to determine if exclusive turn lanes are warranted and if the existing turn lane lengths are sufficient. The Synchro analysis shows acceptable traffic operations and volume-to-capacity ratios without an exclusive eastbound right-turn lane. Therefore, an exclusive right-turn lane is not recommended. The intersection is shown to operate at an acceptable LOS without an eastbound right-turn lane.

The intersection has an existing westbound left-turn lane approximately 250 feet in length. Under the future (2037) buildout scenario, the westbound left-turn 50th-percentile queue is projected to be approximately 105 feet. To accommodate 185 feet for deceleration (2017 FDOT Design Standards for 45-mph design speed) and 105 feet of queue storage, the westbound left-turn lane should be lengthened to a minimum of 390 feet.

CRASH DATA SUMMARY

Five years of historic crash data (2013 – 2017) was obtained from the Signal Four Analytics program for SW 20th Street from ¼ mile west of SW 44th Avenue to ¼ mile east of SW 44th Avenue.

There were nineteen crashes reported along this segment of SW 20th Street between the years of 2013 and 2017; one of the seven crashes resulted in a fatality, nine resulted in one or more injuries, and nine resulted in property damage only. The most common crash type was angle crashes (six crashes), followed by rear-end crashes (three), sideswipe crashes (three), and left-turn crashes (three). Five of the seven crashes occurred under dark conditions, two occurred with wet surface conditions, and none involved alcohol. A summary of the crash type by year is provided in **Table 11**.

Table 11: Crash Summary, 2013 – 2017

	2013	2014	2015	2016	2017	5-Year Total
Crash Severity						
Fatal	1					**1**
Injury	2	2	2	3		**9**
Property Damage Only		3	2	2	2	**9**
Crash Type						
Angle	2		1	3		**6**
Rear-End		1		2		**3**
Sideswipe		1	2			**3**
Left-Turn		2			1	**3**
Other	1	1	1		1	**4**
Lighting Conditions						
Daylight	3	3	2	4	2	**14**
Dark		2	2	1		**5**
Surface Conditions						
Dry	2	4	4	5	2	**17**
Wet	1	1				**2**
TOTALS	**3**	**5**	**4**	**5**	**2**	**19**

CONCLUSION

This TIA has been performed to support the PD rezoning and traffic capacity reservation for the Wintergreen PD. The traffic analysis provided is consistent with the approved methodology document.

The traffic analysis was performed considering a buildout timeframe of 20 years (2037) for the proposed development program. The operating conditions within the study area were evaluated for future background conditions (before addition of project traffic) and buildout traffic conditions. Transportation improvements were identified within the study area to be needed under future background traffic conditions. SW 44th Avenue, from SR 40 to SR 200, was assumed to be a four-lane divided roadway along with appropriate geometry at major intersections, for the future conditions analysis.

No additional geometric improvements were identified to be needed at project buildout beyond those identified under future background traffic conditions. Therefore, no transportation proportionate share is required in conjunction with the Wintergreen PD.

The developer intends to satisfy transportation concurrency requirements for the Wintergreen PD by entering into an agreement with the City of Ocala to dedicate right-of-way along SW 44th Avenue fronting the Wintergreen PD. The proposed SW 44th Avenue from SW 20th Street to SR 200 will provide additional transportation capacity for this area of the City of Ocala and Marion County.

A site access analysis was performed for the proposed driveways along SW 44th Avenue. Exclusive southbound right-turn lanes are not warranted based on the projected ingress traffic volumes. Exclusive northbound left-turn lanes are warranted at the full median opening locations and should be a minimum of 235 feet long to accommodate the required deceleration length and anticipated queues. Additionally, the westbound left-turn lane at the intersection of SW 20th Street and SW 44th Avenue is recommended to be lengthened to 390 feet to accommodate future buildout traffic volumes.

The traffic analysis and results provided herein support the transportation concurrency reservation request for the Wintergreen PD project.

APPENDICES

Appendix A: Conceptual Site Development Plan

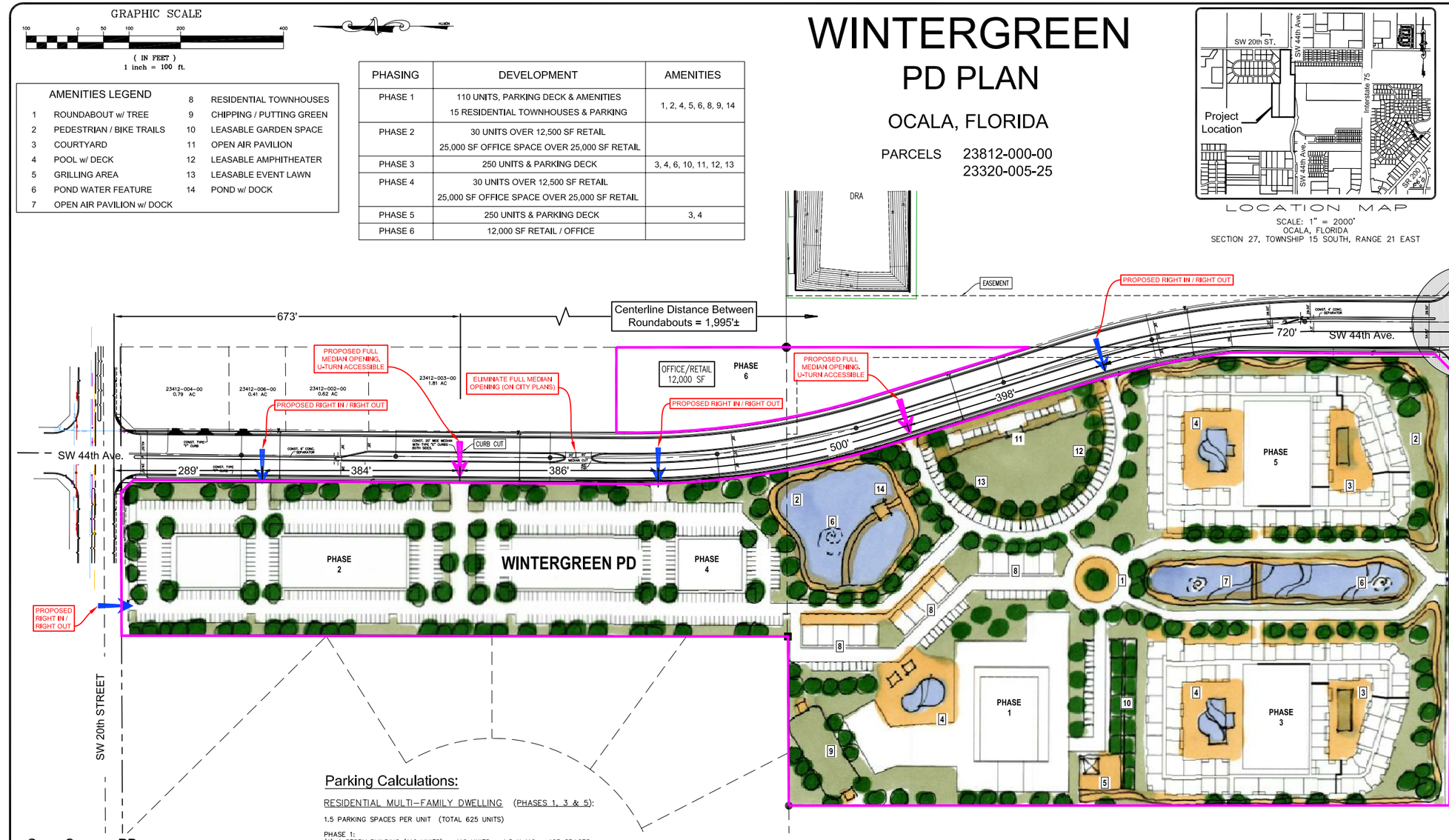
WINTERGREEN
PD PLAN
OCALA, FLORIDA

PARCELS 23812-000-00
23320-005-25

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

AMENITIES LEGEND			
1	ROUNDABOUT w/ TREE	8	RESIDENTIAL TOWNHOUSES
2	PEDESTRIAN / BIKE TRAILS	9	CHIPPING / PUTTING GREEN
3	COURTYARD	10	LEASABLE GARDEN SPACE
4	POOL w/ DECK	11	OPEN AIR PAVILION
5	GRILLING AREA	12	LEASABLE AMPHITHEATER
6	POND WATER FEATURE	13	LEASABLE EVENT LAWN
7	OPEN AIR PAVILION w/ DOCK	14	POND w/ DOCK

PHASING	DEVELOPMENT	AMENITIES
PHASE 1	110 UNITS, PARKING DECK & AMENITIES 15 RESIDENTIAL TOWNHOUSES & PARKING	1, 2, 4, 5, 6, 8, 9, 14
PHASE 2	30 UNITS OVER 12,500 SF RETAIL 25,000 SF OFFICE SPACE OVER 25,000 SF RETAIL	
PHASE 3	250 UNITS & PARKING DECK	3, 4, 6, 10, 11, 12, 13
PHASE 4	30 UNITS OVER 12,500 SF RETAIL 25,000 SF OFFICE SPACE OVER 25,000 SF RETAIL	
PHASE 5	250 UNITS & PARKING DECK	3, 4
PHASE 6	12,000 SF RETAIL / OFFICE	



LOCATION MAP
SCALE: 1" = 2000'
OCALA, FLORIDA
SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST

CITY OF OCALA PROJECT
PERMIT # PUD17-0003

Open Space - PD:

122-942 (a)(4) OPEN SPACE. OPEN SPACE REQUIREMENTS FOR A PD ARE AS FOLLOWS:

a. OPEN SPACE SHALL INCLUDE ACTIVE AND PASSIVE RECREATION AREAS SUCH AS COURTYARDS, STREETSCAPES/SIDEWALKS, PLAYGROUNDS, GOLF COURSES, WATERWAYS, LANDSCAPED YARDS AND PATIOS, LAGOONS, FLOODPLAINS, NATURE TRAILS, ROOF AREAS, AND OTHER SIMILAR OPEN SPACES. WATER RETENTION AREAS THAT ARE DESIGNED AS AESTHETIC LAKES OR PONDS FOR PASSIVE OR ACTIVE RECREATIONAL USE MAY ALSO BE COUNTED AS OPEN SPACE, AS LONG AS THESE AREAS ARE DESIGNED TO RETAIN A MINIMUM OF THREE FEET OF WATER AT ALL TIMES.

b. FENCED WATER RETENTION AREAS, OPEN WATER AREAS BEYOND THE PERIMETER OF THE SITE, PAVED PORTIONS OF STREET RIGHT-OF-WAY, DRIVEWAYS, OFF-STREET PARKING AREAS AND OFF-STREET LOADING AREAS SHALL NOT BE COUNTED IN DETERMINING OPEN SPACE. SIDE YARDS LESS THAN SIX FEET WIDE SHALL NOT BE COUNTED AS OPEN SPACE.

c. OPEN SPACE SHALL BE CLUSTERED INTO LARGER TRACTS/AREAS. BUILDINGS AND STRUCTURES SHOULD BE CLUSTERED SO THAT THE OPEN SPACE IS USABLE TO THE OCCUPANTS/RESIDENTS RATHER THAN MERELY PROVIDING MINIMAL SETBACKS OR SPACING BETWEEN BUILDINGS OR STRUCTURES. ZERO LOT LINE AND CLUSTERED DESIGN IS ENCOURAGED. FRONT, SIDE AND REAR YARDS IN SINGLE-FAMILY RESIDENTIAL AREAS SHALL NOT BE COUNTED AS AGGREGATE OPEN SPACE.

d. THERE SHALL BE A MINIMUM OPEN SPACE REQUIREMENT OF 25 PERCENT OF THE TOTAL GROSS ACREAGE FOR ALL DEVELOPMENT IN ANY PD PROJECT. AT LEAST TEN PERCENT OF THE TOTAL REQUIRED OPEN SPACE SHALL BE IN USABLE AGGREGATE FORM. AGGREGATE OPEN SPACE IS DEFINED AS COMMON OPEN SPACE AREAS THAT IS DESIGNED AND INTENDED FOR USE BY THE OCCUPANTS/RESIDENTS OF A PD.

e. TREES SHOWN AS CONCEPTUAL ONLY. FINAL LANDSCAPE PLAN WILL DETERMINE ACTUAL TREE LOCATIONS.

Parking Calculations:

RESIDENTIAL MULTI-FAMILY DWELLING (PHASES 1, 3 & 5):

1.5 PARKING SPACES PER UNIT (TOTAL 625 UNITS)

PHASE 1:
(1) 4 STORY BUILDING (110 UNITS) = 110 UNITS = 1.5 X 110 = 165 SPACES
15 RESIDENTIAL TOWNHOUSES = 15 UNITS = 1.5 X 15 = 23 SPACES

PHASE 3:
(1) 4 STORY BUILDINGS (250 UNITS EA.) = 250 UNITS = 1.5 X 250 = 375 SPACES

PHASE 5:
(1) 4 STORY BUILDINGS (250 UNITS EA.) = 250 UNITS = 1.5 X 250 = 375 SPACES

SPACES REQUIRED: 938

SPACES PROVIDED: (2) 4 STORY PARKING DECKS @ 400 SPACES EA. = 800 SPACES
(1) 4 STORY PARKING DECK @ 200 SPACES EA. = 200 SPACES

TOTAL SPACES PROVIDED = 1,000

1,000/625 = 1.6 SPACES PER UNIT

REQUIRED HANDICAPPED PARKING - 2% OF TOTAL - .02 X 1,000 = 20

RESIDENTIAL / OFFICE OVER RETAIL (PHASE 2 & 4 ONLY):

RETAIL: 1 PARKING SPACE FOR EVERY 300 SQUARE FEET OF FLOOR AREA

RETAIL: 75,000 SF 75,000/300 = 250 SPACES
RETAIL PARKING PROVIDED - 250 SPACES
OFFICE PARKING PROVIDED = 50,000/300 = 167 SPACES

RESIDENTIAL OVER RETAIL - (2) 4 STORY BLDGS @ 30 UNITS PER BLDG. = 60 UNITS

RESIDENTIAL PARKING REQUIRED/PROVIDED 60 UNITS X 1.5 = 90 SPACES

TOTAL PARKING REQUIRED = 250 + 167 + 90 = 507

REQUIRED HANDICAPPED PARKING - 1 SPACE FOR EVERY 25 SPACES = 507/25 = 21 SPACES

NOTE: RESIDENTIAL OVER RETAIL MAY REQUIRE DECK PARKING TO MEET PARKING REQUIREMENTS.

Traffic Impact Statement:

TRAFFIC GENERATION RATES ARE BASED ON THE ITE TRIP GENERATION, 7th EDITION.

RESIDENTIAL:

ITE LAND USE CODE = 223, MID-RISE RESIDENTIAL CONDOMINIUM/TOWNHOUSE.

DWELLING UNITS = 685

A.M. PEAK HOUR OF GENERATOR
TRIP GENERATION A.M. = 0.30 (AVERAGE RATE) X 685 = 205.5 TRIPS
TRIP DISTRIBUTION = 31% ENTERING = 205.5 X 0.31 = 63.71 TRIPS
69% EXITING = 205.5 X 0.69 = 141.8 TRIPS

P.M. PEAK HOUR OF GENERATOR
TRIP GENERATION P.M. = 0.39 (AVERAGE RATE) X 685 = 267 TRIPS
TRIP DISTRIBUTION = 58% ENTERING = 267 X 0.58 = 155 TRIPS
42% EXITING = 267 X 0.42 = 112 TRIPS

COMMERCIAL:
PEAK HOUR CALCULATION (WEEKDAY PM PEAK):

SPECIALTY RETAIL (826): 2.71 PER 1,000 SF 2.71 X 75 = 203

TRIP DISTRIBUTION = 44% ENTERING = 0.44 X 203 = 89 TRIPS
56% EXITING = 0.56 X 203 = 114 TRIPS

OFFICE (710): 1.49 PER 1,000 SF 1.49 X 50 = 75

TRIP DISTRIBUTION = 50% ENTERING = 0.50 X 75 = 37.5 TRIPS
50% EXITING = 0.50 X 75 = 37.5 TRIPS

Notes:

1. LAND USE DESIGNATION = MEDIUM INTENSITY/SPECIAL DISTRICT
ALLOWABLE DENSITY = 30 UNITS/ACRE
PROPOSED DENSITY;
PHASES 1,3 & 5 = 625 UNITS/23.9 AC = 26.15 UNITS PER ACRE
PHASES 2 & 4 RES. = 60/8.9 AC = 6.7 UNITS PER ACRE
OFFICE = 50,000SF/8.9 = 5,618 SF/ACRE
COMM. = 75,000SF/8.9 = 8,427 SF/ACRE
PHASE 6 COMM. = 12,000/1.98 = 6,061 SF/ACRE

2. TOTAL SITE AREA = 40.07 ACRES
R/W (SW 44th AVE.) AREA = 4.63 ACRES
R/W (FUTURE ROAD) AREA = 0.66 ACRES
RETAIL/OFFICE = 1.98 ACRES
RESIDENTIAL / OFFICE / RETAIL = 8.94 ACRES
RESIDENTIAL = 23.86 ACRES

(2) - 4 STORY BUILDINGS @ 250 UNITS PER BLDG. = 500 UNITS
(1) - 4 STORY BUILDING @ 110 UNITS PER BLDG. = 110 UNITS
15 RESIDENTIAL TOWNHOUSES 15 UNITS
60 RESIDENTIAL UNITS OVER RETAIL 60 UNITS
685 UNITS

3. A PD DEVELOPER'S AGREEMENT PURSUANT TO SECTION 122.944(d) SHALL BE PROVIDED AT FINAL PLAN SUBMITTAL.

4. A TITLE OPINION SHALL BE REQUIRED BY THE TIME THE FINAL DEVELOPMENT PLAN AND THE FINAL DEVELOPER'S AGREEMENT ARE SUBMITTED.

5. LOADING AREAS AND DUMPSTER PADS TO BE SCREENED PER CITY CODE.

6. ALL UTILITIES SHALL BE UNDERGROUND (122-942).

7. ACCESS SHALL BE PROVIDED TO ALL USERS (122-942).

8. IF SEPARATE TRACTS ARE SOLD, TRACTS MUST MEET PLATTING REQUIREMENTS OF CHAPTER 114 (122-942).

9. A UNIFIED SIGNAGE PLAN MUST BE ADDRESSED WITH SUBMITTAL OF THE FIRST FINAL PD PLAN.

10. AN ARBORIST OR EQUIVALENT HORTICULTURAL PROFESSIONAL SHALL EVALUATE THE TREES ONSITE, PROVIDE NECESSARY TREE PRESERVATION REQUIREMENTS TO BE PROVIDED AND IS INVOLVED IN THE SITE CLEARING PROCESS TO ASSURE THE HEALTHY SURVIVAL OF ALL TREES SHOWN ON THE SITE TO BE SAVED.

11. A LANDSCAPE ARCHITECT OR EQUIVALENT HORTICULTURAL PROFESSIONAL SHALL DESIGN THE LANDSCAPE PLAN AND MANAGE THE ONSITE TREE PLANTING.

12. A LEGALLY CONSTITUTED MAINTENANCE AGREEMENT SHALL BE PROVIDED AT FINAL PLAN PURSUANT TO 122-944(C).

13. PROJECT SHALL BE UNDER UNIFIED CONTROL OF COUNTRY GREEN, LLP.

14. SEE LEGEND FOR AMENITIES.

Revisions	By	Date:
ADDED SOUTH ROUNDABOUT	JWS	11-17-17
REVISED MEDIAN NOTES	JWS	11-30-17
REVISED PHASING CHART	JWS	1-11-18

Designed: MWR
Drawn: JWS
Checked: MWR
Scale: 1" = 100'
Project: 2017-30
Date: 07-07-17
File: WG Concept w-Roundabout.dwg

MICHAEL W. RADCLIFFE ENGINEERING, INC.
2611 S.E. Lake Weir Avenue Ocala, FL 34471 (352) 629-5500 FAX (352) 629-1010
Certificate No. 10-00014115 Michael W. Radcliffe, P.E. Florida Registration No. 56686
www.radcliffeengineering.com

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Project Name: Wintergreen PD - Conceptual
Sheet Name: Conceptual Plan

Revisions to Plan Set
THIS DATE INDICATES THE LATEST DATE AT WHICH ANY PART OF THIS PLAN SET WAS REVISED.
Date: 1-11-18

Sheet No.
1 of 1

X:\WORK Projects\2017 Projects\17-30 Wintergreen PD\Design\CADD\WG Concept w-Roundabout.dwg 1/11/2018 1:58 PM

Appendix B: Approved Traffic Analysis Methodology Correspondence

CITY OF OCALA
GOD BE WITH US
MARION COUNTY, FLORIDA

METHODOLOGY ACCEPTANCE

Project: Wintergreen PD

Project #: TIA18-0002

Applicant: Kimley-Horn and Associates Inc 438-3000
E-Mail: Amber.Gartner@kimley-horn.com

Meeting date:

Approved:

City Planning	x	County Traffic	
TPO	x	County Planning	x
City Traffic	x		
Other			

On February 9, 2018, the methodology for assessing the impact of subject project was approved by City staff subject to the following conditions:

1. Multimodal connectivity is encouraged.
2. Please coordinate with the Ocala/Marion TPO on transit concerns and consider providing sufficient area in the project for a bus stop and shelter.
3. Trip generation statement on PD Plan sheet 1 of 1 needs to be updated to match traffic study.
4. Perform left and right turn lane analyses on SW 20th Street at SW 44th Avenue.
5. Include Background Traffic volumes in the existing conditions inventory
6. If at any time development occurs prior to the development of SW 44th Avenue the traffic study will need to be updated to reflect the impacts on the surrounding roadways.

Approved: _____

Noel Cooper, PE, Transportation Engineer
City Engineer's Office Department

Kimley»Horn

January 16, 2018

Ms. Karen Cupp
Development Coordinator
City of Ocala Growth Management
201 SE 3rd Street, 2nd Floor
Ocala, FL 34471

RE: ***Traffic Study Methodology for Wintergreen PD;***
Kimley-Horn Project No. 142742000

Dear Ms. Cupp:

This methodology document has been prepared for the forthcoming traffic study associated with the proposed Wintergreen Planned Development (PD). The project parcel is generally located west of SW 44th Avenue, south of SW 20th Street in southwest Ocala, Florida. This parcel subject is connected to a right-of-way settlement agreement between the property owner and the City of Ocala. The proposed property will likely be developed concurrently with the construction of SW 44th Avenue. The traffic study is being prepared to support the PD rezoning application and Concurrency Development Agreement (CDA) with the City of Ocala and to determine if the right-of-way dedication for SW 44th Avenue satisfies transportation concurrency requirements for the proposed development program. Tables and figures are attached which detail the project's trip generation potential, trip distribution, and proposed study area. Following is a discussion related to the preliminary analyses and proposed methodology for the traffic study. This revised methodology document is based on comments previously received from the City of Ocala, Marion County, and the Ocala/Marion County TPO.

Project Background

The project site is adjacent to the Ocala West Planned Unit Development (PUD) in Ocala, Florida. The Wintergreen PD (parcels 23320-005-25 and 23812-000-00) is generally located on the east side of the Ocala West PUD and is ±40.07 acres, of which 4.63 are designated for SW 44th Avenue right-of-way and 0.66 acres are designated for a future road on the southern edge of the PD. The proposed Wintergreen PD will encompass 685 multifamily housing dwelling units (apartments), 50,000 square feet of general office space, and 87,000 square feet of shopping center land use. A copy of the conceptual site development plan is provided as an attachment.

The owner of the Wintergreen PD also owns the Country Green PD, which is located on the western boundary of the Ocala West PUD. Both projects will be going through the traffic study and concurrency reservation process concurrently. However, for the purpose of the traffic impact studies, Country Green will be considered as "vested" for the Wintergreen PD analysis.

Analysis Years / Phasing

The traffic analysis will identify transportation impacts and improvement needs that will be required within the timeframe expected for project buildout. A 20-year buildout timeframe for the proposed Wintergreen PD will be utilized for the traffic study (year 2037).

Project Trip Generation

The Institute of Transportation Engineers' (ITE) *Trip Generation Manual, 10th Edition* will be used to calculate trip generation potential for the proposed land uses within the project for the daily, AM peak hour, and PM peak hour conditions. Land use codes (LUCs) 221 (Multifamily Housing (Mid-Rise)), 710 (General Office), and 820 (Shopping Center) will be utilized. Internal capture and pass-by calculations will be calculated in accordance with the methods and rates established in the ITE *Trip Generation Handbook, 3rd Edition*. Pass-by trips will be included in the driveway volumes for evaluation of the site access locations.

Based on the development program provided, the project is anticipated to generate 6,257 net new daily trips, 409 net new AM peak hour trips, and 482 net new PM peak hour trips. Trip generation calculations are provided in the attached **Table 1**. The internal capture worksheets are also attached.

Project Trip Distribution

The project trip distribution will be developed based on Version 6.0 of the Central Florida Regional Planning Model (CFRPM), which is based on the Florida Standard Urban Transportation Model Structure (FSUTMS). The model output will be further refined based on engineering judgement and knowledge of local travel patterns and land uses. For the purpose of this study, it is assumed that SW 44th Avenue is constructed between SW 20th Street and SR 200 as a four-lane facility. This was discussed with and approved by City of Ocala Growth Management Staff. Due to the direct access of the development to SW 44th Avenue, it is expected that a majority of the development traffic will utilize this roadway to access the external transportation network. The distribution shown in the model output on SW 60th Avenue was reduced to reflect that some traffic traveling to and from SR 200 south of the site will utilize SW 44th Avenue. The distribution along SW 44th Avenue was increased accordingly. Adjustments were made to reflect local traffic assignment to the adjacent roadway network, as depicted in the attached CFRPM model plot with hand adjustments.

Study Area

Functionally classified roadway segments in the project's vicinity were reviewed to determine the project's potential traffic impact. The project impact on the surrounding roadway network has been calculated as the average PM peak hour trip assignment on that roadway segment divided by the segment's peak hour peak direction service volume. A 3% threshold was used to define a preliminary study area. Per the City of Ocala Traffic Impact Analysis Guidelines, the study area includes all significantly impacted roadways plus one segment beyond the last segment that meets the 3% impact threshold, unless the project has a de minimis impact on the roadway segment. **Table 2** details the project significant impact calculations and proposed study roadway segments.

The traffic study is proposed to include PM peak hour (4-6 PM) intersection level of service analyses at the following intersections of functionally classified roadways located within the project study area.

- SW 20th Street & SW 44th Avenue
- SW 20th Street & SW 38th Avenue
- SW 20th Street & SW 31st Avenue
- SW 20th Street & SW 27th Avenue
- SW 38th Street & SW 44th Avenue

- SW 42nd Street Road & SR 200

An AM peak hour (7AM-9AM) intersection level of service analysis will also be performed at the following intersections, based on input from City of Ocala Transportation staff:

- SW 20th Street & SW 44th Avenue
- SW 20th Street & SW 38th Avenue

Figure 1 illustrates the site location, trip distribution, and study area segments and intersections proposed to be included in the analysis.

Site Access

Access to the Wintergreen PD is proposed via a right-in/right-out connection to SW 20th Street on the north side of the parcel as well as three full median openings and two right-in/right-out connections to SW 44th Avenue. An additional access point is proposed on the south side of the parcel along the proposed SW 31st Street which will intersect SW 44th Avenue at the southeast corner of the PD.

The described access points are preliminary and may be refined during the PD review process. The access locations are illustrated on the attached conceptual site development plan. The traffic analysis will include evaluation of the site access locations for the appropriate control and geometry needed at project buildout.

Committed Transportation Improvements

SW 49th Avenue, from SW 42nd Street to CR 484 has been considered as a four-lane divided collector roadway for the project impact calculations. The construction of this roadway is funded through transportation impact fees and recent sales tax referendum.

The extension of SW 44th Avenue from SW 20th Street to SR 200 as a four-lane divided collector roadway will be included in the future conditions analysis. SW 44th Avenue from SR 40 to SW 20th Street will be assumed as a four-lane divided collector roadway in the future conditions analysis. This was discussed with and approved by City of Ocala Growth Management Staff.

Crash Data Review

Historic crash data as provided by Marion County will be reviewed and summarized for roadway segments that have direct driveway access.

Future Volume Development

Turning movement counts will be collected at the study area intersections during the PM peak period (4PM-6PM) and AM peak period (7AM-9AM), as specified previously. The observed turning movement volumes will be adjusted to peak season using peak season adjustment factors published by FDOT for the existing conditions analysis. Approach and departure volumes recorded at the intersections will be utilized to determine existing PM peak hour peak season traffic volumes on the study area roadway segments.

Future background traffic volumes will be calculated using existing peak season traffic volumes, an annual background growth rate applied over the 20-year buildout timeframe, and committed traffic volumes from the following developments:

- Heathbrook remaining unbuilt
- Trinity Lane/Red Oak PUD
- Grand Oaks Town Center remaining
- Broadmoor Oaks
- Paddock Ridge East
- Paddock Ridge West
- On Top of the World
- Winding Oaks PD
- Country Green PD

The number of vested trips and existing built percentages for each vested development are to be provided by the City of Ocala.

Historic AADT data and CFRPM model data within the study area were utilized to determine an appropriate areawide growth rate to utilize for the analysis. Within the next ten years, traffic growth within the study area will be primarily due to development within the committed projects listed above. Based on input from City of Ocala and Marion County Transportation staff, a historical growth rate of 1.50 percent will be used for the 20-year analysis project timeframe in addition to the committed traffic.

For the new planned section of SW 44th Avenue and respective intersections, future traffic will be projected using modeling techniques as outlined in the FDOT Project Traffic Forecasting Handbook. Projected AADT volumes from modeling procedures will be input to a turns balancing worksheet along with other traffic data such as turning movement percentages, K factors, and D factors to determine the future non-project turning movement volumes at intersections along SW 44th Avenue that do not currently exist as they will in the future once the SW 44th Avenue extension is complete from SW 20th Street to SR 200.

Future Conditions Analysis

The traffic analysis will identify transportation impacts and improvement needs for roadways and intersections within the study area upon project buildout, within a 20-year timeframe (2037).

The Synchro 9 software package will be utilized to evaluate the intersection operations during the AM peak hour and PM peak hour under existing, future background (non-project traffic), and buildout traffic conditions. PM peak hour roadway segment volumes under existing, future background, and buildout traffic conditions will be compared to the adopted and/or committed service volume.

The traffic study will provide a summary of the analysis results and necessary improvements to achieve an acceptable level of service within the study area. The traffic study will identify proportionate share calculations to mitigate transportation improvements shown to be needed due to the addition of project traffic. It is intended that right-of-way dedication along SW 44th Avenue will be utilized to offset transportation mitigation for the development, if any is identified.

Please feel free to contact me with any questions you may have during your review of the attached materials. We look forward to completing this project.

Sincerely,
KIMLEY-HORN



Amber L. Gartner, PE

Attachments: Wintergreen PD Conceptual Site Development Plan
Table 1 – Trip Generation
Internal Capture Worksheets
Figure 1 – Site Location, Trip Distribution, and Study Area
Table 2 – Project Significance Calculations
FSUTMS Select Zone Plot (hand adjusted)

Cc: Don Carll
Mike Radcliffe

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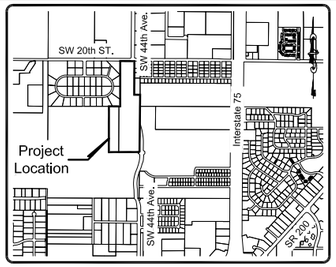
WINTERGREEN
PD PLAN
OCALA, FLORIDA

PARCELS 23812-000-00
23320-005-25

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

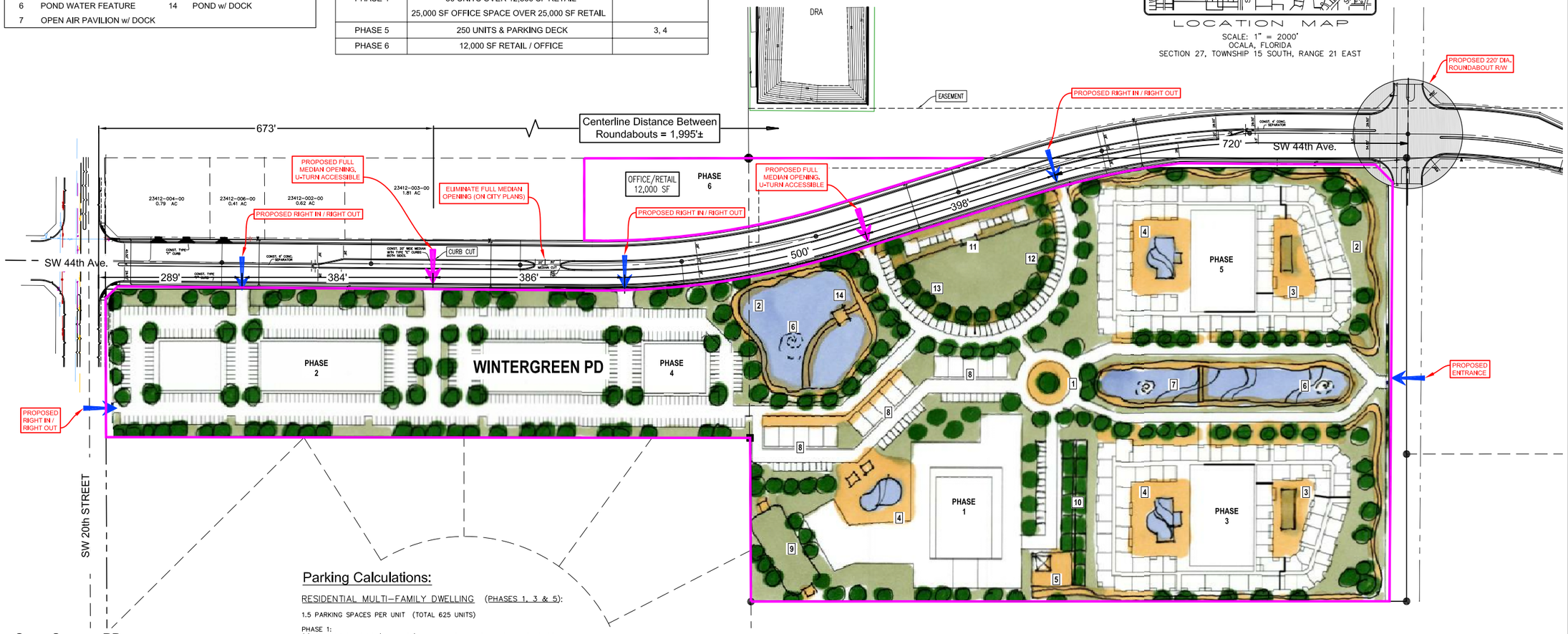
AMENITIES LEGEND			
1	ROUNDABOUT w/ TREE	8	RESIDENTIAL TOWNHOUSES
2	PEDESTRIAN / BIKE TRAILS	9	CHIPPING / PUTTING GREEN
3	COURTYARD	10	LEASABLE GARDEN SPACE
4	POOL w/ DECK	11	OPEN AIR PAVILION
5	GRILLING AREA	12	LEASABLE AMPHITHEATER
6	POND WATER FEATURE	13	LEASABLE EVENT LAWN
7	OPEN AIR PAVILION w/ DOCK	14	POND w/ DOCK

PHASING	DEVELOPMENT	AMENITIES
PHASE 1	110 UNITS, PARKING DECK & AMENITIES 15 RESIDENTIAL TOWNHOUSES & PARKING	1, 2, 4, 5, 6, 8, 9, 14
PHASE 2	30 UNITS OVER 12,500 SF RETAIL 25,000 SF OFFICE SPACE OVER 25,000 SF RETAIL	
PHASE 3	250 UNITS & PARKING DECK	3, 4, 6, 10, 11, 12, 13
PHASE 4	30 UNITS OVER 12,500 SF RETAIL 25,000 SF OFFICE SPACE OVER 25,000 SF RETAIL	
PHASE 5	250 UNITS & PARKING DECK	3, 4
PHASE 6	12,000 SF RETAIL / OFFICE	



LOCATION MAP
SCALE: 1" = 2000'
OCALA, FLORIDA
SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST

CITY OF OCALA PROJECT
PERMIT # PUD17-0003



Open Space - PD:

122-942 (a)(4) OPEN SPACE. OPEN SPACE REQUIREMENTS FOR A PD ARE AS FOLLOWS:

a. OPEN SPACE SHALL INCLUDE ACTIVE AND PASSIVE RECREATION AREAS SUCH AS COURTYARDS, STREETSCAPES/SIDEWALKS, PLAYGROUNDS, GOLF COURSES, WATERWAYS, LANDSCAPED YARDS AND PATIOS, LAGOONS, FLOODPLAINS, NATURE TRAILS, ROOF AREAS, AND OTHER SIMILAR OPEN SPACES. WATER RETENTION AREAS THAT ARE DESIGNED AS AESTHETIC LAKES OR PONDS FOR PASSIVE OR ACTIVE RECREATIONAL USE MAY ALSO BE COUNTED AS OPEN SPACE, AS LONG AS THESE AREAS ARE DESIGNED TO RETAIN A MINIMUM OF THREE FEET OF WATER AT ALL TIMES.

b. FENCED WATER RETENTION AREAS, OPEN WATER AREAS BEYOND THE PERIMETER OF THE SITE, PAVED PORTIONS OF STREET RIGHT-OF-WAY, DRIVEWAYS, OFF-STREET PARKING AREAS AND OFF-STREET LOADING AREAS SHALL NOT BE COUNTED IN DETERMINING OPEN SPACE. SIDE YARDS LESS THAN SIX FEET WIDE SHALL NOT BE COUNTED AS OPEN SPACE.

c. OPEN SPACE SHALL BE CLUSTERED INTO LARGER TRACTS/AREAS. BUILDINGS AND STRUCTURES SHOULD BE CLUSTERED SO THAT THE OPEN SPACE IS USABLE TO THE OCCUPANTS/RESIDENTS RATHER THAN MERELY PROVIDING MINIMAL SETBACKS OR SPACING BETWEEN BUILDINGS OR STRUCTURES. ZERO LOT LINE AND CLUSTERED DESIGN IS ENCOURAGED. FRONT, SIDE AND REAR YARDS IN SINGLE-FAMILY RESIDENTIAL AREAS SHALL NOT BE COUNTED AS AGGREGATE OPEN SPACE.

d. THERE SHALL BE A MINIMUM OPEN SPACE REQUIREMENT OF 25 PERCENT OF THE TOTAL GROSS ACREAGE FOR ALL DEVELOPMENT IN ANY PD PROJECT. AT LEAST TEN PERCENT OF THE TOTAL REQUIRED OPEN SPACE SHALL BE IN USABLE AGGREGATE FORM. AGGREGATE OPEN SPACE IS DEFINED AS COMMON OPEN SPACE AREAS THAT IS DESIGNED AND INTENDED FOR USE BY THE OCCUPANTS/RESIDENTS OF A PD.

e. TREES SHOWN AS CONCEPTUAL ONLY. FINAL LANDSCAPE PLAN WILL DETERMINE ACTUAL TREE LOCATIONS.

Parking Calculations:

RESIDENTIAL MULTI-FAMILY DWELLING (PHASES 1, 3 & 5):

1.5 PARKING SPACES PER UNIT (TOTAL 625 UNITS)

PHASE 1:
(1) 4 STORY BUILDING (110 UNITS) = 110 UNITS = 1.5 X 110 = 165 SPACES
15 RESIDENTIAL TOWNHOUSES = 15 UNITS = 1.5 X 15 = 23 SPACES

PHASE 3:
(1) 4 STORY BUILDINGS (250 UNITS EA.) = 250 UNITS = 1.5 X 250 = 375 SPACES

PHASE 5:
(1) 4 STORY BUILDINGS (250 UNITS EA.) = 250 UNITS = 1.5 X 250 = 375 SPACES

SPACES REQUIRED: 938

SPACES PROVIDED: (2) 4 STORY PARKING DECKS @ 400 SPACES EA. = 800 SPACES
(1) 4 STORY PARKING DECK @ 200 SPACES EA. = 200 SPACES

TOTAL SPACES PROVIDED = 1,000

1,000/625 = 1.6 SPACES PER UNIT

REQUIRED HANDICAPPED PARKING - 2% OF TOTAL - .02 X 1,000 = 20

RESIDENTIAL / OFFICE OVER RETAIL (PHASE 2 & 4 ONLY):

RETAIL: 1 PARKING SPACE FOR EVERY 300 SQUARE FEET OF FLOOR AREA

RETAIL: 75,000 SF 75,000/300 = 250 SPACES
RETAIL PARKING PROVIDED - 250 SPACES
OFFICE PARKING PROVIDED = 50,000/300 = 167 SPACES

RESIDENTIAL OVER RETAIL - (2) 4 STORY BLDGS @ 30 UNITS PER BLDG. = 60 UNITS

RESIDENTIAL PARKING REQUIRED/PROVIDED 60 UNITS X 1.5 = 90 SPACES

TOTAL PARKING REQUIRED = 250 + 167 + 90 = 507

REQUIRED HANDICAPPED PARKING - 1 SPACE FOR EVERY 25 SPACES = 507/25 = 21 SPACES

NOTE: RESIDENTIAL OVER RETAIL MAY REQUIRE DECK PARKING TO MEET PARKING REQUIREMENTS.

Traffic Impact Statement:

TRAFFIC GENERATION RATES ARE BASED ON THE ITE TRIP GENERATION, 7th EDITION.

RESIDENTIAL:

ITE LAND USE CODE = 223, MID-RISE RESIDENTIAL CONDOMINIUM/TOWNHOUSE.

DWELLING UNITS = 685

A.M. PEAK HOUR OF GENERATOR
TRIP GENERATION A.M. = 0.30 (AVERAGE RATE) X 685 = 205.5 TRIPS
TRIP DISTRIBUTION = 31% ENTERING = 205.5 X 0.31 = 63.71 TRIPS
69% EXITING = 205.5 X 0.69 = 141.8 TRIPS

P.M. PEAK HOUR OF GENERATOR
TRIP GENERATION P.M. = 0.39 (AVERAGE RATE) X 685 = 267 TRIPS
TRIP DISTRIBUTION = 58% ENTERING = 267 X 0.58 = 155 TRIPS
42% EXITING = 267 X 0.42 = 112 TRIPS

COMMERCIAL:
PEAK HOUR CALCULATION (WEEKDAY PM PEAK):

SPECIALTY RETAIL (826): 2.71 PER 1,000 SF 2.71 X 75 = 203

TRIP DISTRIBUTION = 44% ENTERING = 0.44 X 203 = 89 TRIPS
56% EXITING = 0.56 X 203 = 114 TRIPS

OFFICE (710): 1.49 PER 1,000 SF 1.49 X 50 = 75

TRIP DISTRIBUTION = 50% ENTERING = 0.50 X 75 = 37.5 TRIPS
50% EXITING = 0.50 X 75 = 37.5 TRIPS

Notes:

1. LAND USE DESIGNATION = MEDIUM INTENSITY/SPECIAL DISTRICT
ALLOWABLE DENSITY = 30 UNITS/ACRE
PROPOSED DENSITY;
PHASES 1,3 & 5 = 625 UNITS/23.9 AC = 26.15 UNITS PER ACRE
PHASES 2 & 4 RES. = 60/8.9 AC = 6.7 UNITS PER ACRE
OFFICE = 50,000SF/8.9 = 5,618 SF/ACRE
COMM. = 75,000SF/8.9 = 8,427 SF/ACRE
PHASE 6 COMM. = 12,000/1.98 = 6,061 SF/ACRE

2. TOTAL SITE AREA = 40.07 ACRES
R/W (SW 44th AVE.) AREA = 4.63 ACRES
R/W (FUTURE ROAD) AREA = 0.66 ACRES
RETAIL/OFFICE = 1.98 ACRES
RESIDENTIAL / OFFICE / RETAIL = 8.94 ACRES
RESIDENTIAL = 23.86 ACRES

(2) - 4 STORY BUILDINGS @ 250 UNITS PER BLDG. = 500 UNITS
(1) - 4 STORY BUILDING @ 110 UNITS PER BLDG. = 110 UNITS
15 RESIDENTIAL TOWNHOUSES 15 UNITS
60 RESIDENTIAL UNITS OVER RETAIL 60 UNITS
685 UNITS

3. A PD DEVELOPER'S AGREEMENT PURSUANT TO SECTION 122.944(d) SHALL BE PROVIDED AT FINAL PLAN SUBMITTAL.

4. A TITLE OPINION SHALL BE REQUIRED BY THE TIME THE FINAL DEVELOPMENT PLAN AND THE FINAL DEVELOPER'S AGREEMENT ARE SUBMITTED.

5. LOADING AREAS AND DUMPSTER PADS TO BE SCREENED PER CITY CODE.

6. ALL UTILITIES SHALL BE UNDERGROUND (122-942).

7. ACCESS SHALL BE PROVIDED TO ALL USERS (122-942).

8. IF SEPARATE TRACTS ARE SOLD, TRACTS MUST MEET PLATTING REQUIREMENTS OF CHAPTER 114 (122-942).

9. A UNIFIED SIGNAGE PLAN MUST BE ADDRESSED WITH SUBMITTAL OF THE FIRST FINAL PD PLAN.

10. AN ARBORIST OR EQUIVALENT HORTICULTURAL PROFESSIONAL SHALL EVALUATE THE TREES ONSITE, PROVIDE NECESSARY TREE PRESERVATION REQUIREMENTS TO BE PROVIDED AND IS INVOLVED IN THE SITE CLEARING PROCESS TO ASSURE THE HEALTHY SURVIVAL OF ALL TREES SHOWN ON THE SITE TO BE SAVED.

11. A LANDSCAPE ARCHITECT OR EQUIVALENT HORTICULTURAL PROFESSIONAL SHALL DESIGN THE LANDSCAPE PLAN AND MANAGE THE ONSITE TREE PLANTING.

12. A LEGALLY CONSTITUTED MAINTENANCE AGREEMENT SHALL BE PROVIDED AT FINAL PLAN PURSUANT TO 122-944(C).

13. PROJECT SHALL BE UNDER UNIFIED CONTROL OF COUNTRY GREEN, LLP.

14. SEE LEGEND FOR AMENITIES.

Revisions	By	Date:
ADDED SOUTH ROUNDABOUT	JWS	11-17-17
REVISED MEDIAN NOTES	JWS	11-30-17
REVISED PHASING CHART	JWS	1-11-18

Designed: MWR
Drawn: JWS
Checked: MWR
Scale: 1" = 100'
Project: 2017-30
Date: 07-07-17
File: WG Concept w-Roundabout.dwg

MICHAEL W. RADCLIFFE ENGINEERING, INC.
2611 S.E. Lake Weir Avenue Ocala, FL 34471 (352) 629-5500 FAX (352) 629-1010
Certificate No. 10-00-0000 Michael W. Radcliffe, P.E. Michael A. Sehn, P.E. #65606
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Project Name: Wintergreen PD - Conceptual
Sheet Name: Conceptual Plan

Revisions to Plan Set
THIS DATE INDICATES THE LATEST DATE AT WHICH ANY PART OF THIS PLAN SET WAS REVISED.
Date: 1-11-18

Sheet No.
1 of 1

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Kimley»Horn

Table 1: Trip Generation

Land Use	Intensity			Daily Trips	AM Peak Hour of Adjacent Street			PM Peak Hour of Adjacent Street		
					Total	In	Out	Total	In	Out
Proposed Development										
Multifamily Housing (Mid-Rise)	685 DU			3,732	226	59	167	281	171	110
General Office Building	50,000 SF			542	73	63	10	59	9	50
Shopping Center	87,000 SF			5,469	195	121	74	490	235	255
	Subtotal			*9,743*	*494*	*243*	*251*	*830*	*415*	*415*
Internal Capture	Daily	AM	PM							
Residential	23%	2%	34%	877	5	1	4	95	67	28
Office	32%	11%	31%	172	8	5	3	18	7	11
Commercial	17%	5%	21%	929	9	5	4	103	34	69
Subtotal	*20%*	*5%*	*26%*	1,978	22	11	11	216	108	108
Pass-By Traffic [2]	Daily	AM	PM							
Shopping Center	34%	34%	34%	1,544	63	39	24	132	68	64
10% of Adjacent Street Traffic	10%			1,508	136	68	68	136	68	68
	Subtotal			1,508	63	39	24	132	68	64
Driveway Volumes				7,765	472	232	240	614	307	307
TOTAL NET NEW TRIPS				6,257	409	193	216	482	239	243

Note: *Trip Generation was calculated using the data from ITE's Trip Generation Manual, 10th Edition*

Multifamily Housing (Mid-Rise) [ITE LUC 221]	
Daily	T = 5.45*(X) - 1.75 (X is DU)
AM Peak Hour of Adjacent Street	Ln(T) = 0.98*Ln(X) - 0.98 (X is DU; 26% in, 74% out)
PM Peak Hour of Adjacent Street	Ln(T) = 0.96*Ln(X) - 0.63 (X is DU; 61% in, 39% out)
General Office [ITE LUC 710]	
Daily	Ln(T) = 0.97*Ln(X) + 2.50 (X is SF/1,000)
AM Peak Hour of Adjacent Street	T = 0.94*(X) + 26.49 (X is SF/1,000; 86% in, 14% out)
PM Peak Hour of Adjacent Street	Ln(T) = 0.95*Ln(X) + 0.36 (X is DU; 16% in, 84% out)
Shopping Center [ITE LUC 820]	
Daily	Ln(T) = 0.68*Ln(X) + 5.57 (X is SF/1,000)
AM Peak Hour of Adjacent Street	T = 0.50*(X) + 151.78 (X is SF/1,000; 62% in, 38% out)
PM Peak Hour of Adjacent Street	Ln(T) = 0.74*Ln(X) + 2.89 (X is DU; 48% in, 52% out)

Internal Capture Reduction Calculations

Methodology for A.M. Peak Hour and P.M. Peak Hour
based on the *Trip Generation Handbook* , 3rd Edition, published by the Institute of Transportation Engineers

Methodology for Daily
based on the average of the Unconstrained Rates for the A.M. Peak Hour and P.M. Peak Hour

Wintergreen PD

GROSS TRIP GENERATION

INPUT

Land Use	Daily		A.M. Peak Hour		P.M. Peak Hour	
	Enter	Exit	Enter	Exit	Enter	Exit
Office	271	271	63	10	9	50
Retail	2,735	2,735	121	74	235	255
Restaurant						
Cinema/Entertainment						
Residential	1,866	1,866	59	167	171	110
Hotel						
	4,872	4,872	243	251	415	415

INTERNAL TRIPS

OUTPUT

Land Use	Daily		A.M. Peak Hour		P.M. Peak Hour	
	Enter	Exit	Enter	Exit	Enter	Exit
Office	103	69	5	3	7	11
Retail	434	495	5	4	34	69
Restaurant	0	0	0	0	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	452	425	1	4	67	28
Hotel	0	0	0	0	0	0
	989	989	11	11	108	108

OUTPUT

Total % Reduction	*20.3%*	*4.5%*	*26.0%*
Office	31.7%	11.0%	30.5%
Retail	17.0%	4.6%	21.0%
Restaurant			
Cinema/Entertainment			
Residential	23.5%	2.2%	33.8%
Hotel			

EXTERNAL TRIPS

OUTPUT

Land Use	Daily		A.M. Peak Hour		P.M. Peak Hour	
	Enter	Exit	Enter	Exit	Enter	Exit
Office	168	202	58	7	2	39
Retail	2,301	2,240	116	70	201	186
Restaurant	0	0	0	0	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	1,414	1,441	58	163	104	82
Hotel	0	0	0	0	0	0
	3,883	3,883	232	240	307	307

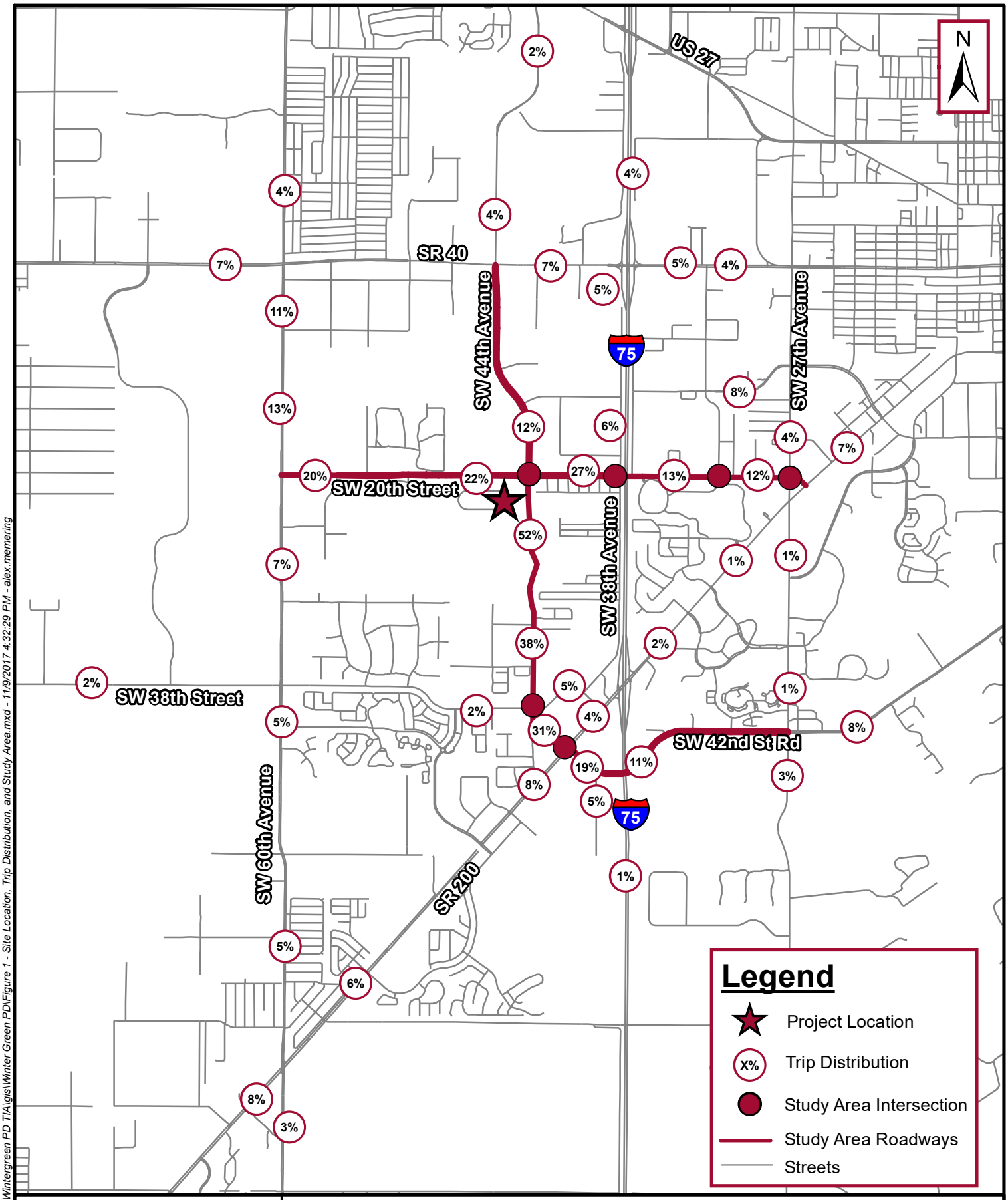


FIGURE 1: SITE LOCATION, TRIP DISTRIBUTION, AND STUDY AREA

WINTERGREEN PD
OCALA, FLORIDA

Project No: 142742000	Not To Scale	November 2017	Figure 1

Kimley»Horn
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Phone: 352 438 3000
www.kimley-horn.com CA 00000696

K:\OCA_Civil\142742000 - Wintergreen PD TIA\gis\Winter Green PD\Figure 1 - Site Location, Trip Distribution, and Study Area.mxd - 11/9/2017 4:32:29 PM - alex.memering

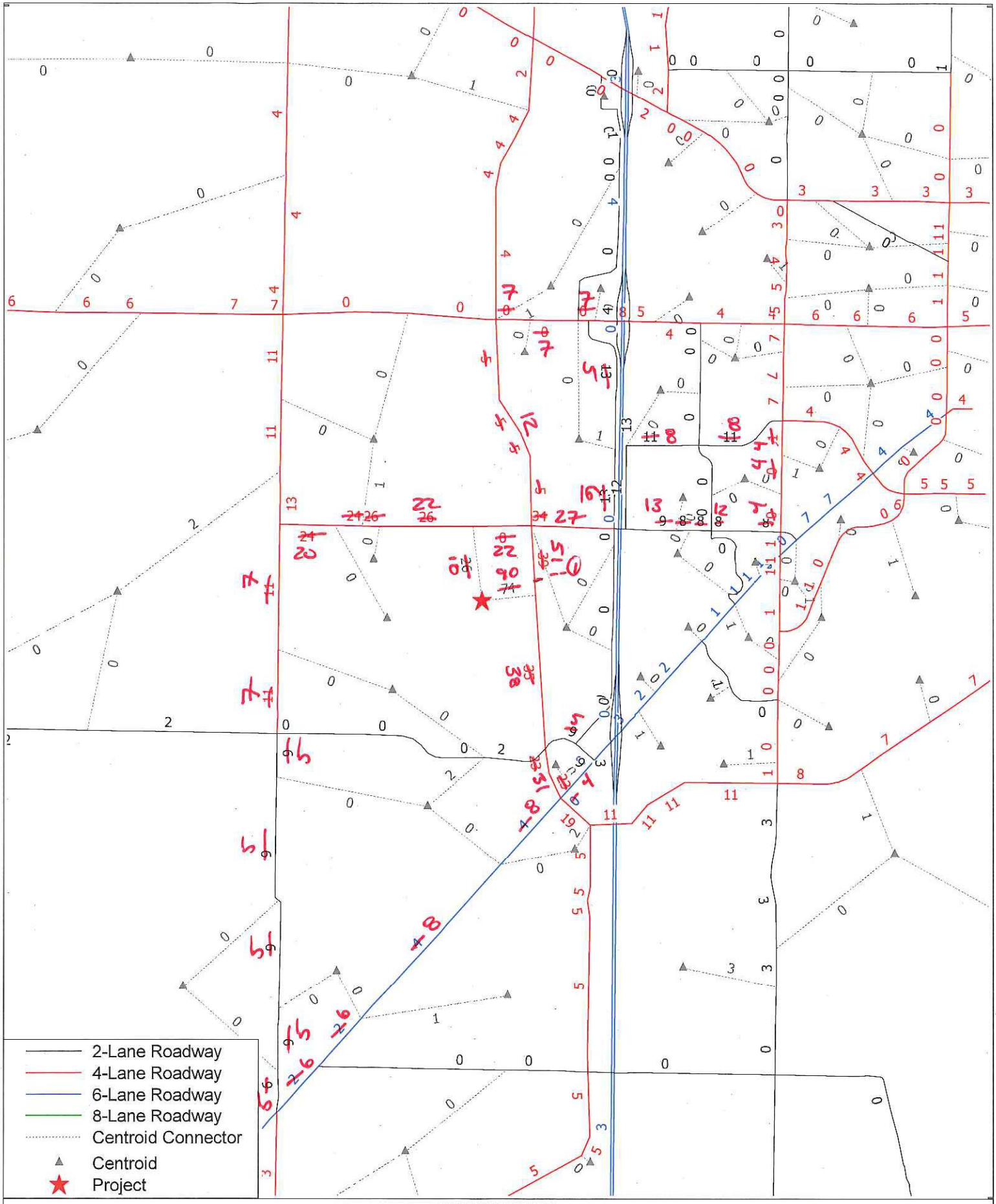
Kimley»Horn

Table 2: Project Significant Impact Calculations

Roadway		ROADWAY ATTRIBUTES [1]				EXISTING DAILY TRAFFIC CONDITIONS				Percent Project Traffic Assignment [2]	PM PEAK HOUR SIGNIFICANCE CALCULATIONS					Include In Study Area? [5]
											Pk. Hr. Dir. Service Capacity [3]	Project Traffic		Percent Impact	Significant Impact? [4]	
From	To	FDOT Classification	Area Type	Adopted LOS	Number of Lanes	Service Capacity [3]	2016 AADT	2016 V/C	2016 LOS			NB / EB	SB / WB			
SR 200																
SW 60th Ave	SW 48th Ave	ST-SA-C1	Urban	D	6	59,900	42,750	0.71	C	7.0%	3,020	17	17	0.56%	--	No
SW 48th Ave	I-75 East Ramps	ST-SA-C1	Urban	D	6	59,900	38,500 [6]	0.64	C	7.0%	3,020	17	17	0.56%	--	No
I-75 East Ramps	SW 27th Ave	ST-SA-C1	Urban	D	6	59,900	43,500	0.73	C	1.5%	3,020	4	4	0.13%	--	No
SW 27th Ave	SW 17th St	ST-SA-C1	Urban	D	6	59,900	38,300	0.64	C	7.0%	3,020	17	17	0.56%	--	No
NW / SW 60th Ave																
US 27	SR 40	NS-SA-C1	Urban	E	4	35,820	9,900	0.28	C	4.0%	1,800	10	10	0.56%	--	No
SR 40	SW 20th St	NS-SA-C1	Urban	E	4	35,820	13,800	0.39	C	12.0%	1,800	29	29	1.61%	--	No
SW 20th St	SW 38th St	NS-SA-C1	Urban	E	4	35,820	12,500 [6]	0.35	C	7.0%	1,800	17	17	0.94%	--	No
SW 38th St	SR 200	NS-SA-C1	Urban	E	4	35,820	14,950	0.42	C	5.0%	1,800	12	12	0.67%	--	No
SR 200	SW 80th St	NS-SA-C1	Urban	E	4	35,820	18,500	0.52	C	1.3%	1,800	3	3	0.17%	--	No
SW 49th Ave																
SW 42nd St	SW 66th St	NS-SA-C1	Urban	E	4	35,820	--	--	--	5.0%	1,800	12	12	0.67%	--	No
SW 44th Ave																
US 27	SR 40	NS-SA-C1	Urban	E	4	35,820	--	--	--	3.0%	1,800	7	7	0.39%	--	No
SR 40	SW 20th St	NS-SA-C1	Urban	E	4	35,820	--	--	--	12.0%	1,800	29	29	1.61%	--	Yes
SW 20th St	SR 200	NS-SA-C1	Urban	E	4	35,820	--	--	--	40.0%	1,800	96	97	5.39%	Yes	Yes
SW 42nd St																
SR 200	SW 27th Ave	NS-SA-C1	Urban	E	4	35,820	17,700	0.49	C	13.7%	1,800	33	33	1.83%	--	Yes
SW 27th Ave	SW 7th Ave	NS-SA-C1	Urban	E	4	35,820	19,200 [6]	0.54	C	7.5%	1,800	18	18	1.00%	--	No
SW 38th St																
SW 80th Ave	SW 60th Ave	NS-SA-C1	Urban	E	2	15,930	8,500	0.53	C	2.0%	792	5	5	0.63%	--	No
SW 60th Ave	SR 200	NS-SA-C1	Urban	E	2	15,930	6,200	0.39	C	2.3%	792	6	6	0.76%	--	No
SW 27th Ave																
SR 40	SR 200	NS-SA-C1	Urban	E	4	35,820	20,700	0.58	C	4.6%	1,800	11	11	0.61%	--	No
SR 200	SW 42nd St	NS-SA-C1	Urban	E	4	35,820	20,400	0.57	C	0.5%	1,800	1	1	0.06%	--	No
CR 475A																
SW 42nd St	SW 66th St	NS-SA-C1	Urban	E	2	15,930	12,300	0.77	C	1.5%	792	4	4	0.51%	--	No
SR 40																
SW 80th Ave	SW 60th Ave	ST-SA-C1	Urban	D	4	41,790	21,000	0.50	C	6.5%	2,100	16	16	0.76%	--	No
SW 60th Ave	SW 44th/46th Ave	ST-SA-C1	Urban	D	4	41,790	28,500 [6]	0.68	C	0.0%	2,100	0	0	0.00%	--	No
SW 44th/46th Ave	I-75	ST-SA-C1	Urban	D	4	41,790	30,500	0.73	C	7.5%	2,100	18	18	0.86%	--	No
I-75	SW 27th Ave	ST-SA-C1	Urban	D	4	39,800	33,000	0.83	C	4.5%	2,000	11	11	0.55%	--	No
SW 27th Ave	SW MLK Ave	ST-SA-C1	Urban	D	4	39,800	26,700	0.67	C	6.0%	2,000	15	14	0.75%	--	No
SW 20th St																
SW 60th Ave	SW 44th Ave	NS-SA-C1	Urban	E	4	35,820	11,600	0.32	C	21.0%	1,800	50	51	2.83%	--	Yes
SW 44th Ave	I-75	NS-SA-C1	Urban	E	4	35,820	12,800	0.36	C	24.0%	1,800	58	57	3.22%	Yes	Yes
I-75	SW 27th Ave	NS-SA-C1	Urban	E	2	16,727	11,600	0.69	C	14.2%	832	35	34	4.21%	Yes	Yes
SW 27th Ave	SR 200	NS-SA-C1	Urban	E	2	15,930	10,900 [6]	0.68	C	6.0%	792	15	14	1.89%	--	Yes
SW 38th Ave																
SR 40	SW 20th St	NS-SA-C2	Urban	E	2	14,040	3,500 [6]	0.25	C	5.5%	720	13	13	1.81%	--	No
SW 20th St	SW 38th St	NS-SA-C2	Urban	E	2	14,040	5,300 [6]	0.38	C	0.0%	720	0	0	0.00%	--	No

K:\OCA_Civil\142742000 - Wintergreen PD TIA\calcs\[MethodologyCalcs_171102.xlsx]T2-STUDYAREA_CGreen_avg_3%

1. The roadway attributes were obtained from the latest Marion County and FDOT sources.
2. Project traffic assignment was calculated as the average across the segment based on the trip distribution and assignment.
3. Roadway Service Capacities were determined using the 2013 FDOT Quality/LOS Handbook and Marion County roadway segment tables. A four-lane service capacity was assumed for SW 44th Ave and SW 49th Ave.
4. A segment is considered significantly impacted if the project impact is 3% or greater based on City of Ocala guidelines.
5. The study area includes all significantly impacted segments, plus one segment beyond, except when the next segment is expected to have *de minimis* impacts (<1%).
6. Roadway segments did not have traffic counts recorded for 2016. The most recent year of available data (2012 being the earliest) is reported.



WINTERGREEN PD
SELECT ZONE DISTRIBUTION (PERCENTAGES) (Hand Adjusted)
CFRPMv6.0 CF 2040 MODEL
10/31/2017

cube (Licensed to Kimley-Horn and Associates, Ir

Appendix C: Traffic Data

SeasonalFactorReport-Marion

2016 Peak Season Factor Category Report - Report Type: ALL

Category: 3600 MARION COUNTYWIDE

MOCF: 0.97

Week	Dates	SF	PSCF
1	01/01/2016 - 01/02/2016	0.99	1.02
2	01/03/2016 - 01/09/2016	1.02	1.05
3	01/10/2016 - 01/16/2016	1.06	1.09
4	01/17/2016 - 01/23/2016	1.05	1.08
5	01/24/2016 - 01/30/2016	1.03	1.06
6	01/31/2016 - 02/06/2016	1.02	1.05
7	02/07/2016 - 02/13/2016	1.00	1.03
* 8	02/14/2016 - 02/20/2016	0.99	1.02
* 9	02/21/2016 - 02/27/2016	0.98	1.01
*10	02/28/2016 - 03/05/2016	0.96	0.99
*11	03/06/2016 - 03/12/2016	0.95	0.98
*12	03/13/2016 - 03/19/2016	0.93	0.96
*13	03/20/2016 - 03/26/2016	0.94	0.97
*14	03/27/2016 - 04/02/2016	0.95	0.98
*15	04/03/2016 - 04/09/2016	0.96	0.99
*16	04/10/2016 - 04/16/2016	0.97	1.00
*17	04/17/2016 - 04/23/2016	0.98	1.01
*18	04/24/2016 - 04/30/2016	0.99	1.02
*19	05/01/2016 - 05/07/2016	0.99	1.02
*20	05/08/2016 - 05/14/2016	1.00	1.03
21	05/15/2016 - 05/21/2016	1.01	1.04
22	05/22/2016 - 05/28/2016	1.01	1.04
23	05/29/2016 - 06/04/2016	1.01	1.04
24	06/05/2016 - 06/11/2016	1.02	1.05
25	06/12/2016 - 06/18/2016	1.02	1.05
26	06/19/2016 - 06/25/2016	1.02	1.05
27	06/26/2016 - 07/02/2016	1.02	1.05
28	07/03/2016 - 07/09/2016	1.01	1.04
29	07/10/2016 - 07/16/2016	1.01	1.04
30	07/17/2016 - 07/23/2016	1.02	1.05
31	07/24/2016 - 07/30/2016	1.02	1.05
32	07/31/2016 - 08/06/2016	1.03	1.06
33	08/07/2016 - 08/13/2016	1.03	1.06
34	08/14/2016 - 08/20/2016	1.04	1.07
35	08/21/2016 - 08/27/2016	1.05	1.08
36	08/28/2016 - 09/03/2016	1.05	1.08
37	09/04/2016 - 09/10/2016	1.06	1.09
38	09/11/2016 - 09/17/2016	1.07	1.10
39	09/18/2016 - 09/24/2016	1.05	1.08
40	09/25/2016 - 10/01/2016	1.03	1.06
41	10/02/2016 - 10/08/2016	1.01	1.04
42	10/09/2016 - 10/15/2016	0.99	1.02
43	10/16/2016 - 10/22/2016	0.99	1.02
44	10/23/2016 - 10/29/2016	0.99	1.02

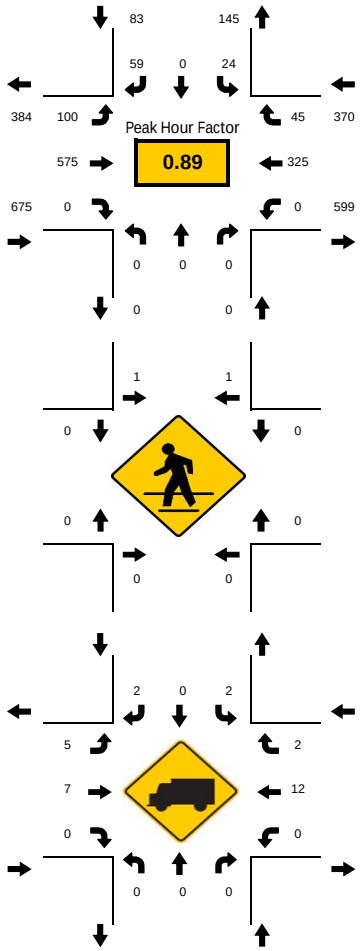
45	10/30/2016 - 11/05/2016	0.99	1.02
46	11/06/2016 - 11/12/2016	0.99	1.02
47	11/13/2016 - 11/19/2016	0.99	1.02
48	11/20/2016 - 11/26/2016	0.99	1.02
49	11/27/2016 - 12/03/2016	0.99	1.02
50	12/04/2016 - 12/10/2016	0.99	1.02
51	12/11/2016 - 12/17/2016	0.99	1.02
52	12/18/2016 - 12/24/2016	1.02	1.05
53	12/25/2016 - 12/31/2016	1.06	1.09

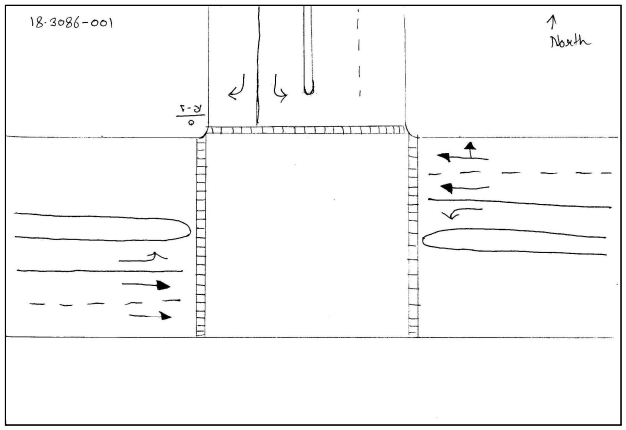
* Peak Season

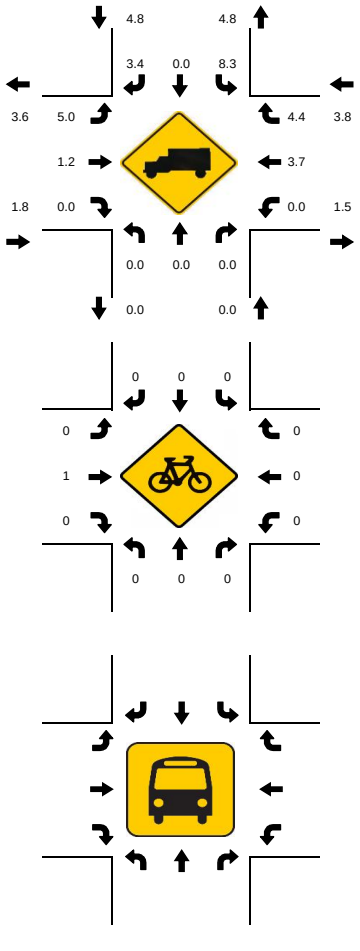
LOCATION: SW 44th Ave & SW 20th St
CITY/STATE: Ocala, FL

PROJECT ID: 18-03086-001
DATE: 02/20/2018

Peak-Hour: 07:30 AM - 08:30 AM
Peak 15-Minute: 07:45 AM - 08:00 AM





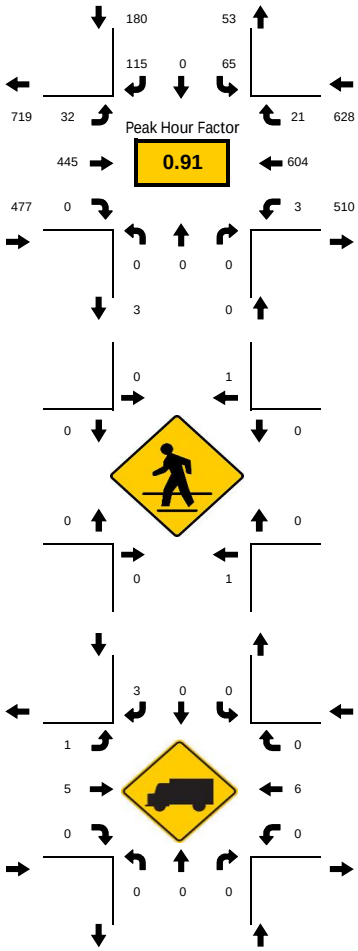


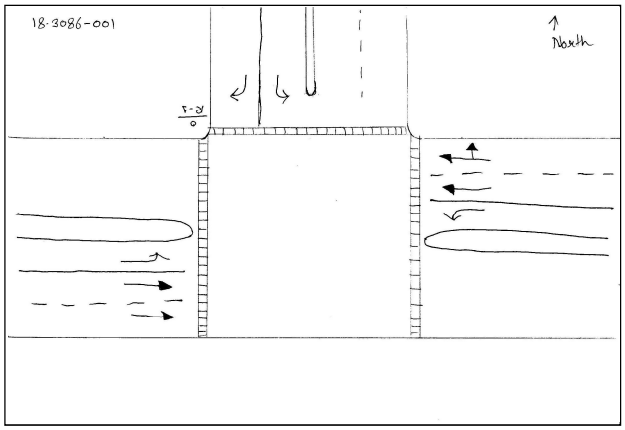
15-Min Count Period Beginning At	SW 44th Ave Northbound					SW 44th Ave Southbound					SW 20th St Eastbound					SW 20th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
07:00 AM	0	0	0	0		10	0	4	0		20	100	0	0		0	39	10	0		183	992
07:15 AM	0	0	0	0		5	0	11	0		12	121	0	0		0	55	14	0		218	1090
07:30 AM	0	0	0	0		6	0	10	0		29	148	0	0		0	75	6	0		274	1128
07:45 AM	0	0	0	0		2	0	17	0		30	176	0	0		0	78	14	0		317	1100
08:00 AM	0	0	0	0		8	0	20	0		23	135	0	0		0	80	15	0		281	995
08:15 AM	0	0	0	0		8	0	12	0		18	116	0	0		0	92	10	0		256	714
08:30 AM	0	0	0	0		3	0	13	0		15	129	0	0		0	78	8	0		246	458
08:45 AM	0	0	0	0		11	0	14	0		13	113	0	0		0	55	6	0		212	212
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	0	0	0	0		32	0	80	0		120	704	0	0		0	368	60	0		**1364**	
Heavy Trucks	0	0	0			4	0	4			8	16	0			0	20	4			**56**	
Pedestrians		0					4					0					0				**4**	
Bicycles	0	0	0			0	0	0			0	4	0			0	0	0			**4**	
Railroad																						
Stopped Buses																						

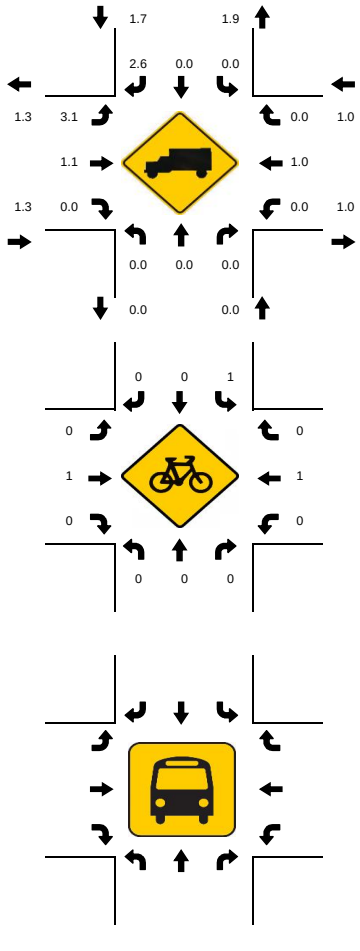
LOCATION: SW 44th Ave & SW 20th St
CITY/STATE: Ocala, FL

PROJECT ID: 18-03086-001
DATE: 02/20/2018

Peak-Hour: 04:30 PM - 05:30 PM
Peak 15-Minute: 05:00 PM - 05:15 PM





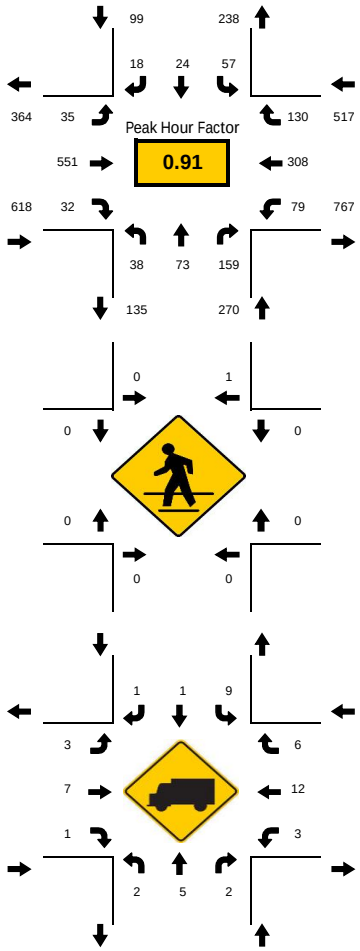


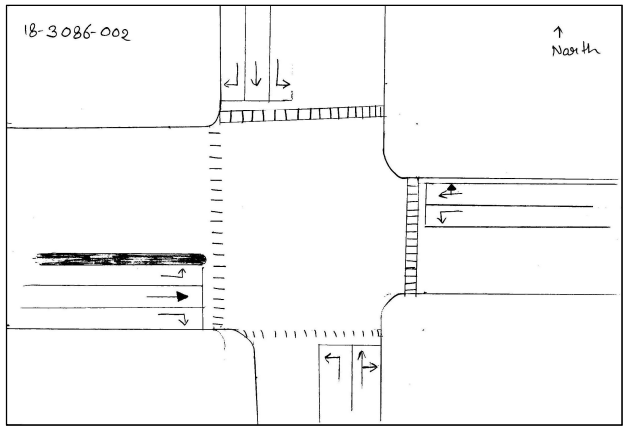
15-Min Count Period Beginning At	SW 44th Ave Northbound					SW 44th Ave Southbound					SW 20th St Eastbound					SW 20th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
04:00 PM	0	0	2	0		13	0	18	0		19	136	0	0		0	151	16	0		355	1273
04:15 PM	0	0	0	0		10	0	17	0		6	132	0	0		0	157	8	1		331	1272
04:30 PM	0	0	0	0		15	0	19	0		9	118	0	0		0	136	3	0		300	1285
04:45 PM	0	0	0	0		11	0	19	0		10	99	0	0		0	141	7	0		287	1283
05:00 PM	0	0	0	0		24	0	48	0		7	101	0	0		2	164	7	1		354	1248
05:15 PM	0	0	0	0		15	0	29	0		6	127	0	0		0	163	4	0		344	894
05:30 PM	0	0	2	0		10	0	18	0		14	88	0	0		1	156	8	1		298	550
05:45 PM	0	0	0	0		10	0	18	0		6	81	0	0		0	132	5	0		252	252
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	0	0	0	0		96	0	192	0		40	508	0	0		8	656	28	4		**1532**	
Heavy Trucks	0	0	0			0	0	8			4	12	0			0	8	0			**32**	
Pedestrians		4					4					0					0				**8**	
Bicycles	0	0	0			4	0	0			0	4	0			0	4	0			**12**	
Railroad																						
Stopped Buses																						

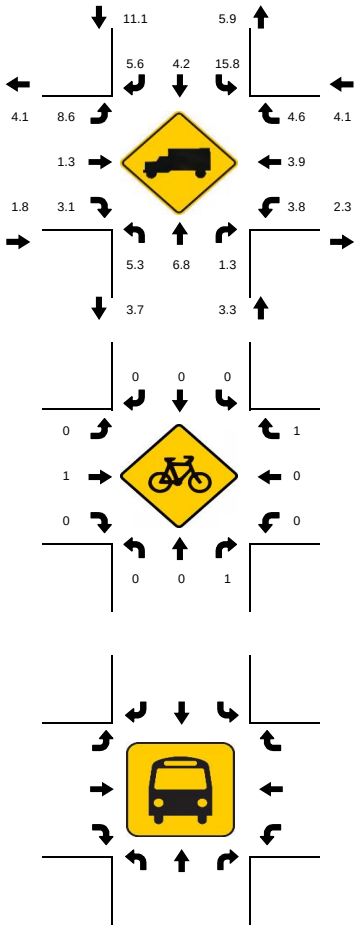
LOCATION: SW 38th Ave & SW 20th St
CITY/STATE: Ocala, FL

PROJECT ID: 18-03086-002
DATE: 02/20/2018

Peak-Hour: 07:30 AM - 08:30 AM
Peak 15-Minute: 07:45 AM - 08:00 AM





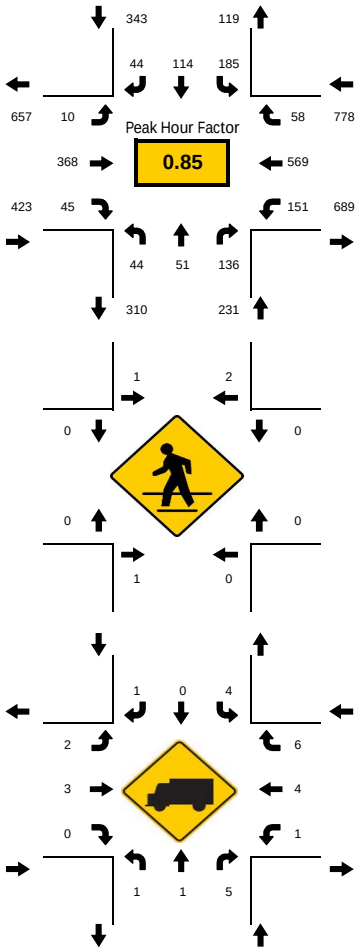


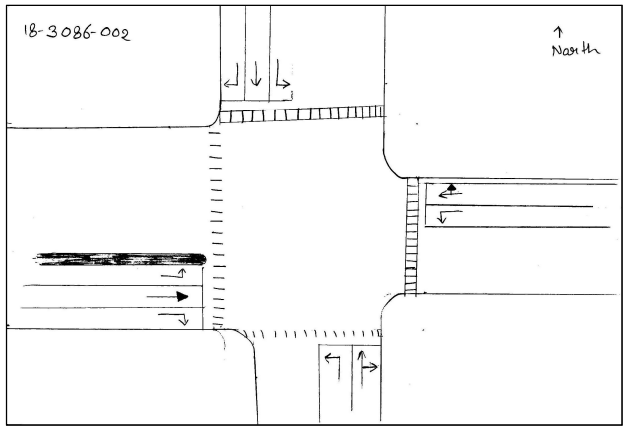
15-Min Count Period	SW 38th Ave Northbound					SW 38th Ave Southbound					SW 20th St Eastbound					SW 20th St Westbound						Hourly
Beginning At	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Total	Total
07:00 AM	6	11	27	0	13	8	8	2	0	2	7	80	14	0	7	18	48	24	0	3	253	1291
07:15 AM	6	14	28	0	13	9	8	2	0	2	2	104	12	0	6	20	56	17	0	0	278	1425
07:30 AM	3	16	35	0	17	6	7	4	0	3	8	145	8	0	1	20	71	22	0	4	345	1504
07:45 AM	11	21	45	0	13	21	4	2	0	2	10	141	4	0	1	25	85	46	0	0	415	1494
08:00 AM	11	18	35	0	9	18	7	5	0	5	10	149	9	0	4	15	69	41	0	4	387	1374
08:15 AM	13	18	44	0	14	12	6	7	0	4	7	116	11	0	7	19	83	21	0	2	357	987
08:30 AM	4	13	27	0	10	10	8	2	0	2	4	128	15	0	3	17	85	22	0	2	335	630
08:45 AM	10	10	26	0	9	18	11	4	0	0	3	121	7	0	2	19	50	16	0	3	295	295
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	52	84	180	0	68	84	28	28	0	20	40	596	44	0	28	100	340	184	0	16	**1760**	
Heavy Trucks	8	12	4			12	4	4			4	16	4			8	20	12			**108**	
Pedestrians		0					4					0					0				**4**	
Bicycles	0	0	4			0	0	0			0	4	0			0	0	4			**12**	
Railroad																						
Stopped Buses																						

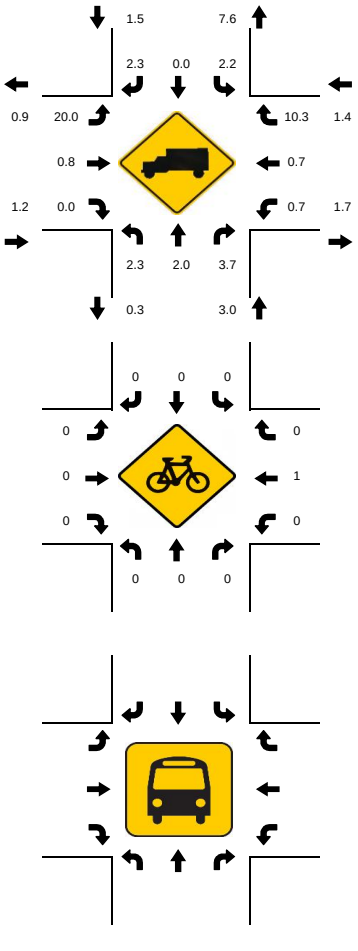
LOCATION: SW 38th Ave & SW 20th St
CITY/STATE: Ocala, FL

PROJECT ID: 18-03086-002
DATE: 02/20/2018

Peak-Hour: 04:45 PM - 05:45 PM
Peak 15-Minute: 05:15 PM - 05:30 PM







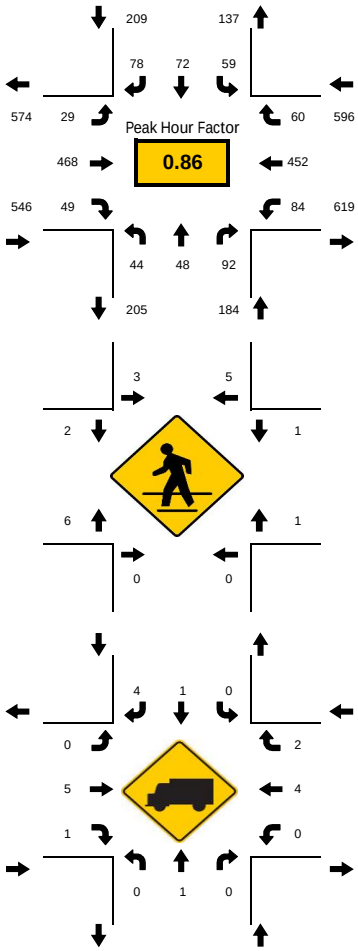
15-Min Count Period Beginning At	SW 38th Ave Northbound					SW 38th Ave Southbound					SW 20th St Eastbound					SW 20th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
04:00 PM	10	8	37	0	24	26	13	6	0	2	5	108	11	0	5	45	131	12	0	5	412	1724
04:15 PM	12	13	27	0	11	26	15	13	0	9	4	161	16	0	6	36	159	18	0	3	500	1740
04:30 PM	12	10	21	0	10	20	15	7	0	5	4	102	19	1	7	49	113	19	0	2	392	1763
04:45 PM	12	11	32	0	18	35	24	7	0	4	2	92	11	0	7	44	132	18	0	0	420	1775
05:00 PM	13	12	29	0	12	53	27	8	0	5	4	81	15	0	5	34	137	15	0	0	428	1763
05:15 PM	7	9	41	0	15	65	41	14	0	8	3	115	13	0	9	33	167	15	0	0	523	1335
05:30 PM	12	19	34	0	3	32	22	15	0	10	1	80	6	0	6	40	133	10	0	3	404	812
05:45 PM	9	18	32	0	11	16	23	10	0	5	0	91	9	0	6	44	143	13	0	0	408	408

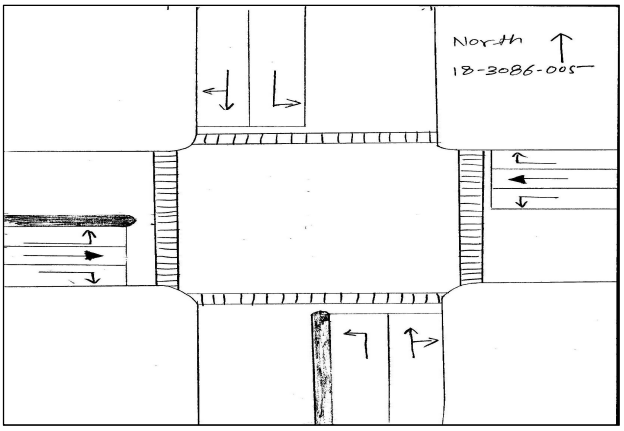
Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	52	76	164	0	72	260	164	60	0	40	16	460	60	0	36	176	668	72	0	12	**2228**
Heavy Trucks	4	4	20			8	0	4			4	8	0			4	12	8			**76**
Pedestrians		4					8					0					0				**12**
Bicycles	0	0	0			0	0	0			0	0	0			0	4	0			**4**
Railroad																					
Stopped Buses																					

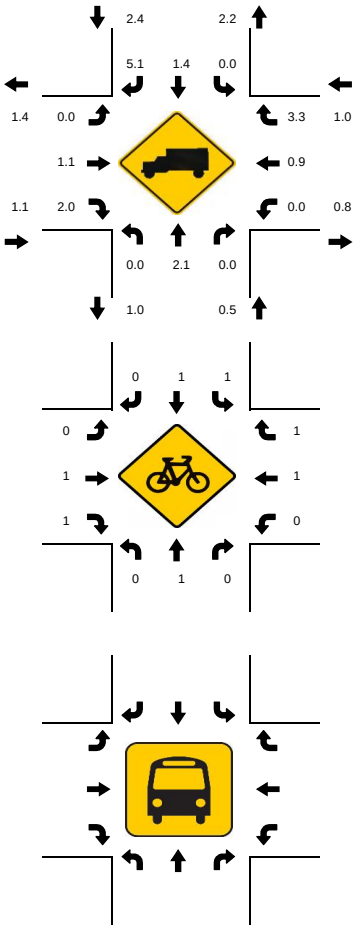
LOCATION: SW 31st Ave & SW 20th St
CITY/STATE: Ocala, FL

PROJECT ID: 18-03086-005
DATE: 02/20/2018

Peak-Hour: 04:45 PM - 05:45 PM
Peak 15-Minute: 05:15 PM - 05:30 PM







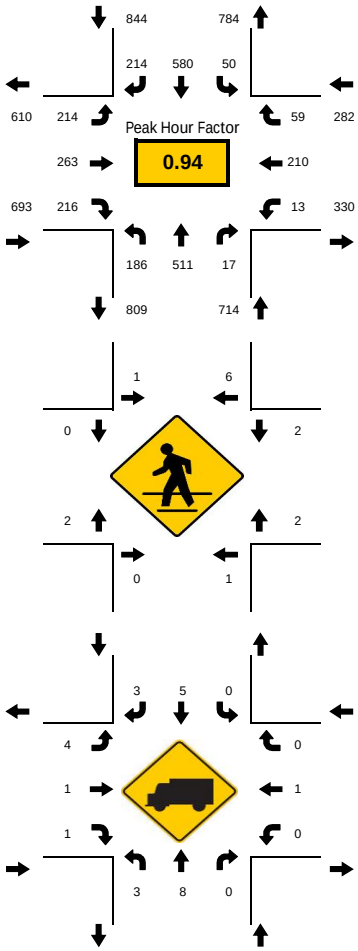
15-Min Count Period Beginning At	SW 31st Ave Northbound					SW 31st Ave Southbound					SW 20th St Eastbound					SW 20th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
04:00 PM	5	9	36	0	7	17	11	13	0	5	17	131	8	0	1	12	86	9	0	1	354	1445
04:15 PM	6	5	26	0	4	16	15	13	0	7	18	155	6	0	2	18	104	13	0	3	395	1473
04:30 PM	8	17	27	0	7	10	7	10	0	3	6	111	9	0	3	15	100	17	0	4	337	1523
04:45 PM	15	6	28	0	10	13	18	16	0	3	6	109	10	0	5	16	109	13	0	3	359	1535
05:00 PM	13	15	27	0	2	14	14	16	0	7	6	120	13	0	6	24	110	10	0	2	382	1472
05:15 PM	6	17	16	0	6	21	14	33	0	6	12	137	20	0	4	27	121	21	0	3	445	1090
05:30 PM	10	10	21	0	5	11	26	13	0	4	5	102	6	0	1	17	112	16	0	4	349	645
05:45 PM	4	11	22	0	7	13	7	10	0	3	5	96	9	0	3	12	90	17	0	2	296	296

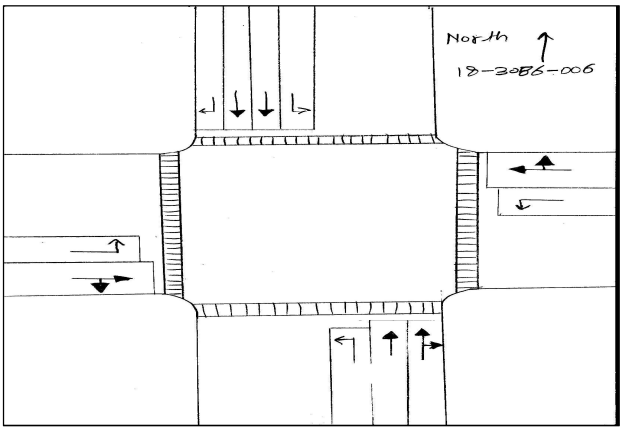
Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	60	68	112	0	40	84	104	132	0	28	48	548	80	0	24	108	484	84	0	16	**1912**
Heavy Trucks	0	4	0			0	4	16			0	12	4			0	8	4			**52**
Pedestrians		0					24					28					4				**56**
Bicycles	0	4	0			4	4	0			0	4	4			0	4	4			**28**
Railroad Stopped Buses																					

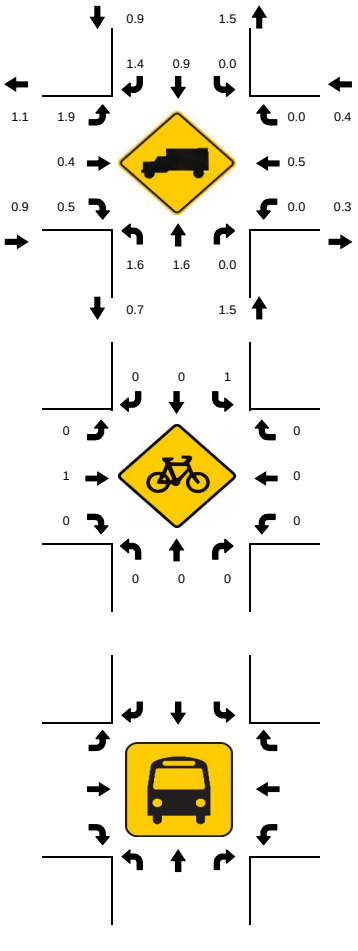
LOCATION: SW 27th Ave & SW 20th St
CITY/STATE: Ocala, FL

PROJECT ID: 18-03086-006
DATE: 02/20/2018

Peak-Hour: 04:45 PM - 05:45 PM
Peak 15-Minute: 05:15 PM - 05:30 PM







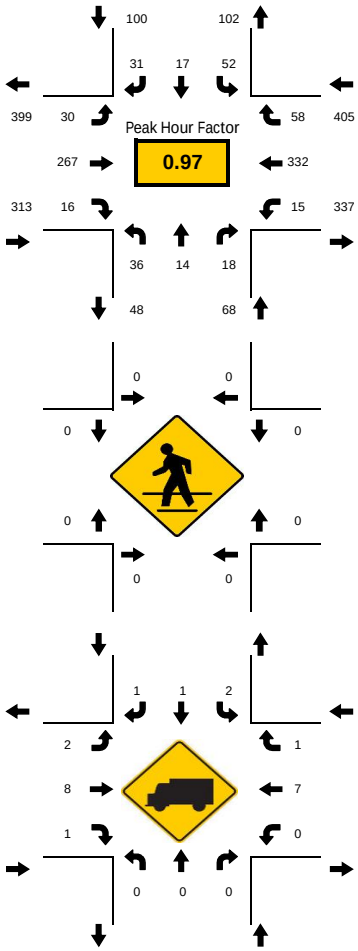
15-Min Count Period Beginning At	SW 27th Ave Northbound					SW 27th Ave Southbound					SW 20th St Eastbound					SW 20th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
04:00 PM	41	122	2	0	0	13	158	48	0	27	48	69	66	0	10	4	41	17	0	1	629	2461
04:15 PM	44	119	1	0	0	15	144	43	0	22	71	67	56	0	7	6	52	15	0	0	633	2485
04:30 PM	51	131	5	0	1	12	132	46	0	19	60	45	54	0	10	4	46	12	0	0	598	2527
04:45 PM	39	122	5	0	0	13	153	51	0	25	54	64	39	0	5	2	48	11	0	6	601	2533
05:00 PM	39	124	2	0	0	9	150	58	0	28	65	81	53	0	8	5	48	19	0	1	653	2431
05:15 PM	57	155	6	0	0	12	151	57	0	21	47	64	60	0	3	3	48	15	0	1	675	1778
05:30 PM	51	110	4	0	1	16	126	48	0	25	48	54	64	0	4	3	66	14	0	1	604	1103
05:45 PM	39	110	5	0	1	16	135	33	0	17	56	37	28	0	3	2	24	14	0	8	499	499

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	228	620	24	0	4	64	612	232	0	112	260	324	256	0	32	20	264	76	0	24	**2980**
Heavy Trucks	8	12	0			0	8	8			8	4	4			0		4	0		**56**
Pedestrians		4					24					8					8				**44**
Bicycles	0	0	0			4	0	0			0	4	0			0		0	0		**8**
Railroad																					
Stopped Buses																					

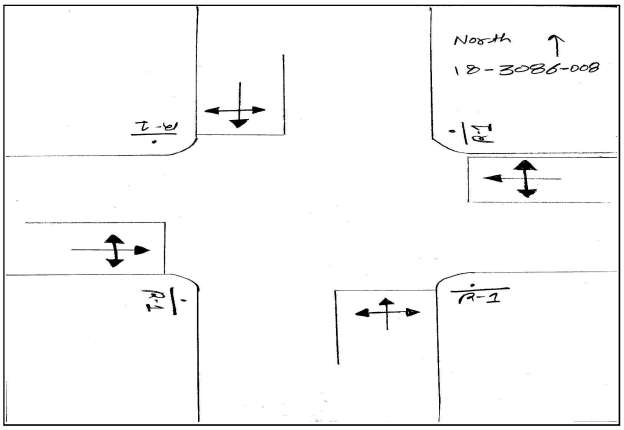
LOCATION: SW 43rd Ct & SW 38th St/40th St
CITY/STATE: Ocala, FL

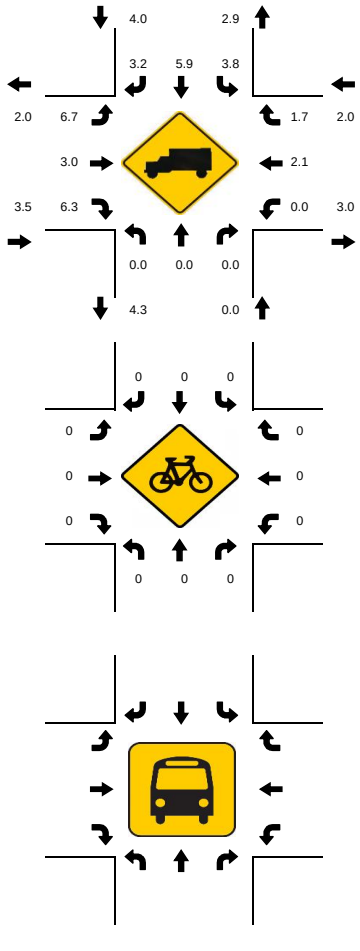
PROJECT ID: 18-03086-008
DATE: 02/20/2018

Peak-Hour: 04:15 PM - 05:15 PM
Peak 15-Minute: 04:30 PM - 04:45 PM



National Data & Surveying Services





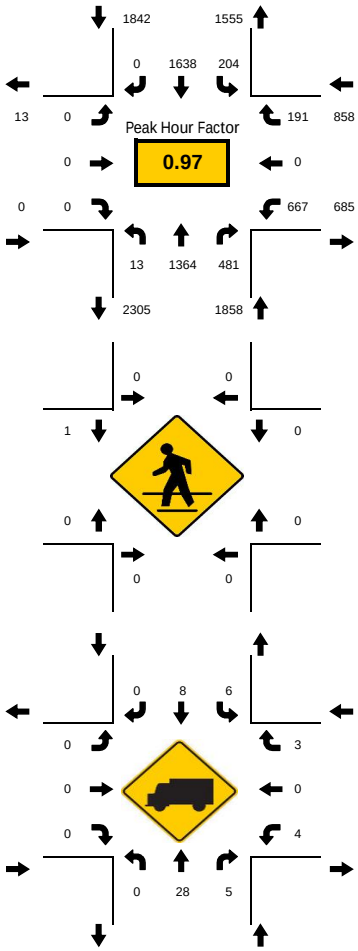
15-Min Count Period Beginning At	SW 43rd Ct Northbound					SW 43rd Ct Southbound					SW 38th St/40th St Eastbound					SW 38th St/40th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
04:00 PM	8	4	4	0		9	3	7	0		7	82	10	0		2	65	16	1		218	881
04:15 PM	14	5	4	0		20	4	6	0		7	58	5	0		6	83	7	0		219	886
04:30 PM	5	3	6	0		10	5	3	0		6	76	5	0		3	92	13	1		228	886
04:45 PM	5	4	4	0		10	3	9	0		8	71	5	0		3	76	18	0		216	871
05:00 PM	12	2	4	0		12	5	13	0		9	62	1	0		2	81	20	0		223	857
05:15 PM	9	7	7	0		11	3	7	0		5	63	4	0		6	80	16	1		219	634
05:30 PM	8	10	4	0		19	4	5	0		8	66	5	0		5	64	15	0		213	415
05:45 PM	10	4	6	0		17	4	9	0		3	44	4	0		1	83	17	0		202	202

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	56	20	24	0		80	20	52	0		36	304	20	0		24	368	80	4		**1088**
Heavy Trucks	0	0	0			4	4	4			8	12	4			0	12	4			**52**
Pedestrians		0					0					0					0				**0**
Bicycles	0	0	0			0	0	0			0	0	0			0	0	0			**0**
Railroad																					
Stopped Buses																					

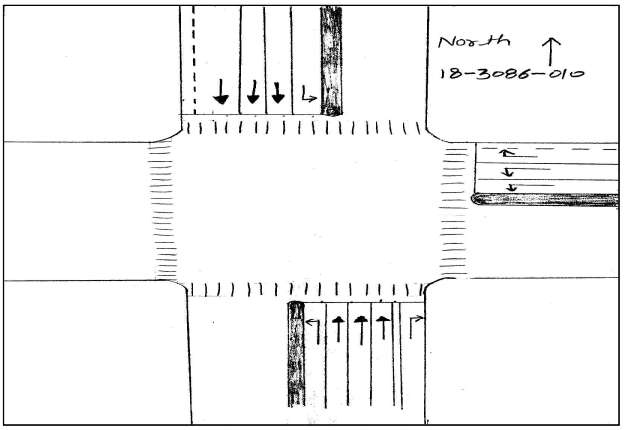
LOCATION: SR 200 & SW 42nd St/43rd St Rd
CITY/STATE: Ocala, FL

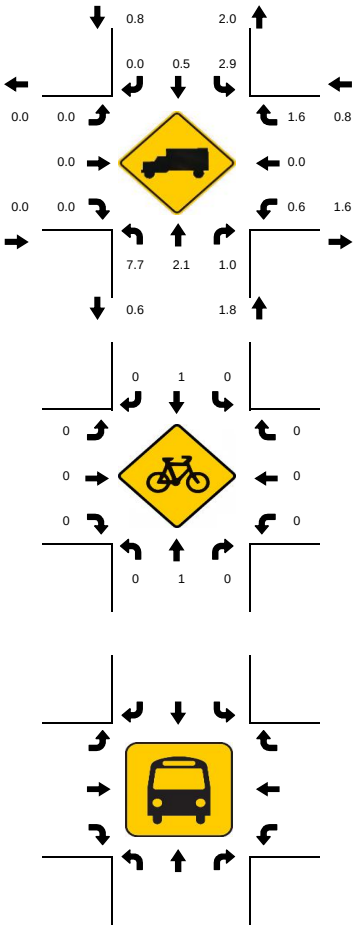
PROJECT ID: 18-03086-010
DATE: 02/20/2018

Peak-Hour: 04:45 PM - 05:45 PM
Peak 15-Minute: 05:15 PM - 05:30 PM



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15-Min Count Period Beginning At	SR 200 Northbound					SR 200 Southbound					SW 42nd St/43rd St Rd Eastbound					SW 42nd St/43rd St Rd Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
04:00 PM	0	266	91	3	37	39	384	0	3	0	0	0	0	0	0	159	0	50	0	23	995	4267
04:15 PM	0	336	128	4	38	49	425	0	3	0	0	0	0	0	0	126	0	35	0	28	1106	4387
04:30 PM	0	256	98	1	41	52	410	0	1	0	0	0	0	0	0	165	0	61	0	38	1044	4455
04:45 PM	0	373	115	1	33	34	409	0	1	0	0	0	0	0	0	146	0	43	0	17	1122	4558
05:00 PM	0	361	114	5	35	50	403	0	3	0	0	0	0	0	0	134	0	45	0	32	1115	4468
05:15 PM	0	314	127	5	48	62	401	0	4	0	0	0	0	0	0	209	0	52	0	22	1174	3353
05:30 PM	0	316	125	2	36	48	425	0	2	0	0	0	0	0	0	178	0	51	0	33	1147	2179
05:45 PM	0	296	98	3	25	52	401	0	3	0	0	0	0	0	0	140	0	39	0	29	1032	1032
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	0	1492	508	20	192	248	1700	0	16	0	0	0	0	0	0	836	0	208	0	132	**5028**	
Heavy Trucks	0	36	12			20	12	0			0	0	0			8	0	4			**92**	
Pedestrians		0					0					4					0				**4**	
Bicycles	0	4	0			0	4	0			0	0	0			0	0	0			**8**	
Railroad Stopped Buses																						

Appendix D: Signal Timing Worksheets

ID: 107
Name: SW 20th St & 38th Ave
Configuration: Standard

Param	Phs 1	Phs 2	Phs 3	Phs 4	Phs 5	Phs 6	Phs 7	Phs 8	Phs 9	Phs 10	Phs 11	Phs 12	Phs 13	Phs 14	Phs 15	Phs 16
Walk	0	7	0	7	0	7	0	7	0	0	0	0	0	0	0	0
Ped Clearance	0	16	0	22	0	16	0	22	0	0	0	0	0	0	0	0
Min Green	10	20	5	10	10	20	5	10	0	0	0	0	0	0	0	0
Passage	3	4	3	3	3	4	3	3	0	0	0	0	0	0	0	0
Max1	20	45	20	25	20	45	20	25	0	0	0	0	0	0	0	0
Max2	20	65	20	25	20	65	20	25	0	0	0	0	0	0	0	0
Yellow	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	0	0	0	0	0	0	0	0
Red	0	1	0	1	0	1	0	1	0	0	0	0	0	0	0	0
Red Revert	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Added Initial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Max Initial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time Before Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Before Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time To Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reduce By	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dynamic Max Limit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dynamic Max Step	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Startup	RED	GREEN	RED	RED	RED	GREEN	RED	RED	RED	RED	RED	RED	RED	RED	RED	RED
Enable	On	On	On	On	On	On	On	On	Off	Off	Off	Off	Off	Off	Off	Off
Auto Entry	Off	Off	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Auto Exit	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Non Act1	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Non Act2	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Lock Call	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Min Recall	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Max Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Ped Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Soft Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Dual Entry	Off	On	Off	On	Off	On	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Sim Gap Enable	On	On	On	On	On	On	On	On	Off	Off	Off	Off	Off	Off	Off	Off
Guar Passage	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Rest In Walk	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Cond Service	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Add Init Calc	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Ring	1	1	1	1	2	2	2	2	0	0	0	0	0	0	0	0
Concur 1	5	5	7	7	1	1	3	3	0	0	0	0	0	0	0	0
Concur 2	6	6	8	8	2	2	4	4	0	0	0	0	0	0	0	0
Concur 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

ID: 222
Name: SW 20th St & 31st Ave-
Configuration: Upload

Param	Phs 1	Phs 2	Phs 3	Phs 4	Phs 5	Phs 6	Phs 7	Phs 8	Phs 9	Phs 10	Phs 11	Phs 12	Phs 13	Phs 14	Phs 15	Phs 16
Walk	0	7	0	7	0	7	0	0	0	0	0	0	0	0	0	0
Ped Clearance	0	15	0	14	0	15	0	0	0	0	0	0	0	0	0	0
Min Green	0	15	0	8	5	15	2	2	0	0	0	0	0	0	0	0
Passage	0	4	0	3.5	3.5	4	0	0	0	0	0	0	0	0	0	0
Max1	0	30	0	26	20	30	0	0	0	0	0	0	0	0	0	0
Max2	0	40	0	30	25	40	0	0	0	0	0	0	0	0	0	0
Yellow	0	4.7	0	3.6	3.6	4.7	0	4	0	0	0	0	0	0	0	0
Red	0	2	0	2.4	2	2	0	0	0	0	0	0	0	0	0	0
Red Revert	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Added Initial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Max Initial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time Before Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Before Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time To Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reduce By	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dynamic Max Limit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dynamic Max Step	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Startup	RED	GREEN	RED	RED	RED	GREEN	RED	RED	RED	RED	RED	RED	RED	RED	RED	RED
Enable	Off	On	Off	On	On	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Auto Entry	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Auto Exit	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Non Act1	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Non Act2	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Lock Call	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Min Recall	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Max Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Ped Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Soft Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Dual Entry	Off	On	Off	On	Off	On	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Sim Gap Enable	On	On	On	On	On	On	On	On	Off	Off	Off	Off	Off	Off	Off	Off
Guar Passage	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Rest In Walk	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Cond Service	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Add Init Calc	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Ring	1	1	1	1	2	2	2	2	0	0	0	0	0	0	0	0
Concur 1	5	5	7	7	1	1	3	3	0	0	0	0	0	0	0	0
Concur 2	6	6	8	8	2	2	4	4	0	0	0	0	0	0	0	0
Concur 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

ID: 170
Name: SW 27th Ave & SW 20th St (Temp)
Configuration: Standard

Param	Phs 1	Phs 2	Phs 3	Phs 4	Phs 5	Phs 6	Phs 7	Phs 8	Phs 9	Phs 10	Phs 11	Phs 12	Phs 13	Phs 14	Phs 15	Phs 16
Walk	0	7	0	7	0	7	0	7	0	0	0	0	0	0	0	0
Ped Clearance	0	28	0	25	0	18	0	26	0	0	0	0	0	0	0	0
Min Green	7	20	7	7	0	20	0	7	0	0	0	0	0	0	0	0
Passage	3	3	3	3	0	3	0	3	0	0	0	0	0	0	0	0
Max1	30	40	30	40	0	40	0	40	0	0	0	0	0	0	0	0
Max2	25	67	24	34	0	93	0	50	0	0	0	0	0	0	0	0
Yellow	4.7	4.7	4.7	3.6	0	4.7	0	4.7	0	0	0	0	0	0	0	0
Red	0	2	0	3.1	0	2	0	2	0	0	0	0	0	0	0	0
Red Revert	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Added Initial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Max Initial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time Before Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Before Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time To Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reduce By	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dynamic Max Limit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dynamic Max Step	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Startup	RED	GREEN	RED	RED	RED	GREEN	RED	RED	RED	RED	RED	RED	RED	RED	RED	RED
Enable	On	On	On	On	Off	On	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Auto Entry	Off	Off	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Auto Exit	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Non Act1	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Non Act2	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Lock Call	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Min Recall	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Max Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Ped Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Soft Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Dual Entry	Off	On	Off	On	Off	On	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Sim Gap Enable	Off	On	Off	On	Off	On	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Guar Passage	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Rest In Walk	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Cond Service	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Add Init Calc	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Ring	1	1	1	1	2	2	2	2	0	0	0	0	0	0	0	0
Concur 1	5	5	7	7	1	1	3	3	0	0	0	0	0	0	0	0
Concur 2	6	6	8	8	2	2	4	4	0	0	0	0	0	0	0	0
Concur 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

ID: 170
Name: SW 27th Ave & SW 20th St (Temp)
Configuration: Standard

Pattern	Cycle Time	Offset Time	Split Number	Seq Number
Pattern 1	140	118	1	1
Pattern 2	150	16	2	1
Pattern 3	160	30	3	1
Pattern 4	110	93	4	1
Pattern 5	160	146	5	1
Pattern 6	0	0	0	1
Pattern 7	0	0	0	1
Pattern 8	0	0	0	1
Pattern 9	0	0	0	1
Pattern 10	0	0	0	1
Pattern 11	0	0	0	1
Pattern 12	0	0	0	1
Pattern 13	0	0	0	1
Pattern 14	0	0	0	1
Pattern 15	0	0	0	1
Pattern 16	0	0	0	1
Pattern 17	0	0	0	1
Pattern 18	0	0	0	1
Pattern 19	0	0	0	1
Pattern 20	0	0	0	1
Pattern 21	0	0	0	1
Pattern 22	0	0	0	1
Pattern 23	0	0	0	1
Pattern 24	0	0	0	1
Pattern 25	0	0	0	1
Pattern 26	0	0	0	1
Pattern 27	0	0	0	1
Pattern 28	0	0	0	1
Pattern 29	0	0	0	1
Pattern 30	0	0	0	1
Pattern 31	0	0	0	1
Pattern 32	0	0	0	1
Pattern 33	0	0	0	1
Pattern 34	0	0	0	1
Pattern 35	0	0	0	1
Pattern 36	0	0	0	1
Pattern 37	0	0	0	1
Pattern 38	0	0	0	1
Pattern 39	0	0	0	1
Pattern 40	0	0	0	1
Pattern 41	0	0	0	1
Pattern 42	0	0	0	1
Pattern 43	0	0	0	1
Pattern 44	0	0	0	1
Pattern 45	0	0	0	1
Pattern 46	0	0	0	1
Pattern 47	0	0	0	1
Pattern 48	0	0	0	1

Station : 122 - SR 200 & SW 43rd St Rd (Standard File)

Phase [1.1.1]

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Walk		7		7		7		7								
Ped Clearance		27		36		27		40								
Min Green	7	20	7	7	7	20	7	7	5	5	5	5	5	5	5	5
Passage	3	3	3	4	3	3	3	4	1	1	1	1	1	1	1	1
Max1	20	55	30	30	20	55	14	30	25	25	25	25	25	25	25	25
Max2	15	103		18	22	103	24	10	50	50	50	50	50	50	50	50
Yellow	5.2	5.2		4	5.2	5.2	4	4	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
Red	2.7	2		3.3	2.8	2	3	3.3	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
Red Revert																
Added Initial																
Max Initial																
Time Before Reduce																
Cars Before Reduce																
Time To Reduce																
Reduce By																
Min Gap																
Dynamic Max Limit																
Dynamic Max Step																
Auto Exit		ON				ON										
Rest In Walk		ON				ON										

Phase Option [1.1.2]

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Enable	ON	ON		ON	ON	ON	ON	ON								
Auto Entry				ON			ON	ON								
Non Act1																
Non Act2																
Lock Call	ON	ON			ON	ON			ON	ON	ON	ON	ON	ON	ON	ON
Min Recall		ON				ON										
Max Recall																
Ped Recall																
Soft Recall																
Dual Entry		ON				ON										
Sim Gap Enable		ON		ON		ON		ON	ON	ON	ON	ON	ON	ON	ON	ON
Guar Passage																
Cond Service																
Add Init Calc																

Alternate Phase Program 1, Calls and Redirection [1.1.6.3]

	Entry	Call Phases	From	To	From	To	From	To	From	To	Assigned Ph
1											
2											
3											
4											
5											
6											
7											
8											

Alternate Phase Program 2, Calls and Redirection [1.1.6.3]

	Entry	Call Phases	From	To	From	To	From	To	From	To	Assigned Ph
1											
2											
3											
4											
5											
6											
7											
8											

Alternate Phase Program 1, Interval Times [1.1.6.1]

	Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1											
2											
3											
4											
5											
6											
7											
8											

Alternate Phase Program 2, Interval Times [1.1.6.1]

	Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1											
2											
3											
4											
5											
6											
7											
8											

Prepared By	Date Implemented	Reviewed By	Traffic Engineer

City of Ocala Timing Sheet 12/29/2016 8:53:37 AM

Station : 122 - SR 200 & SW 43rd St Rd (Standard File)

Unit Parameters [1.2.1]

Start	Auto	Back	Red	Cons	Tone	Feat	Phas	Dian	SDL	TS2	Cycl	Max	Max	Max	Enal	Loca	Start	Disa	Yell	Omit	Free

Station : 122 - SR 200 & SW 43rd St Rd (Standard File)

Preemption Times+[3.4]/Overlaps+[3.5]/Options+[3.6]

Preempt	1	2	3	4	5	6
Enable						
Type	EMERG	EMERG	EMERG	EMERG	EMERG	EMERG
Skip Track						
Volt Mon Flash						
Coord in Preempt						
Max2						
Return Max/Min	MAX	MAX	MAX	MAX	MAX	MAX
Extend Dwell						
Pattern						
Output Mode	TS2	TS2	TS2	TS2	TS2	TS2
Track Over 1						
Track Over 2						
Track Over 3						
Track Over 4						
Track Over 5						
Track Over 6						
Track Over 7						
Track Over 8						
Track Over 9						
Track Over 10						
Track Over 11						
Track Over 12						
Dwell Over 1						
Dwell Over 2						
Dwell Over 3						
Dwell Over 4						
Dwell Over 5						
Dwell Over 6						
Dwell Over 7						
Dwell Over 8						
Dwell Over 9						
Dwell Over 10						
Dwell Over 11						
Dwell Over 12						
Ped Clear						
Yellow						
Red						
Return Min/Max						
Delay Inh						
Exit Time						
All Red B4						

Coordination, Modes,+ [2.1]

Modes

Operational	Correct	Maximum	Force-Off
	SHRT/LNG	MAX 2	FIXED

Modes+

Mode	Leave Before	Leave After	Recycle	Stop In Walk	External	Auto Reset	Latch Sec Foff	Coord Easy Float	Yield Value	Coord NTCIP Yield Sign	Closed Loop Active
FRC	TIMED	TIMED	NO_RECYCLE	ON	OFF	ON	OFF	OFF	0	+	OFF	ON

Coordination, Pattern 1-16 [2.1]

Pattern	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Cycle Time	140	150	160	110	160											
Offset Time	66	97	111	91	62											
Split Number	1	2	3	4	5	6	7	8								
Seq Number	1	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Offset	endgrn	endgrn	endgrn	endgrn	endgrn	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn

Coordination, Pattern 17-32 [2.1]

Pattern	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
Cycle Time																
Offset Time																
Split Number																
Seq Number	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Offset	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn	beggrn

Station : 122 - SR 200 & SW 43rd St Rd (Standard File)

Coordination, Splits [2.7.1]

Split Table 1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	17	83		40	20	80	23	17								
Mode	NON	MXP	NON	NON	NON	MXP	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph		ON														

Split Table 2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	18	67		65	22	63	50	15								
Mode	NON	MXP	NON	NON	MAX	MXP	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph						ON										

Split Table 3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	17	76		67	26	67	52	15								
Mode	NON	MXP	NON	NON	NON	MXP	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph		ON														

Split Table 4	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	18	55		37	20	53	22	15								
Mode	NON	MXP	NON	NON	NON	MXP	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph		ON														

Split Table 5	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	18	77		65	22	73	50	15								
Mode	NON	MXP	NON	NON	NON	MXP	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph		ON														

Split Table 6	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 7	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 8	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 9	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 10	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 11	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 12	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Station : 122 - SR 200 & SW 43rd St Rd (Standard File)

Split Table 13	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 14	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 15	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 16	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 17	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 18	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 19	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 20	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 21	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 22	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 23	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 25	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 26	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 27	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Station : 122 - SR 200 & SW 43rd St Rd (Standard File)

TB Coor, Advanced Scheduler [4.3]

	Month												Day of Week							Day of Month										1										2										3		
Plan	J	F	M	A	M	J	J	A	S	O	N	D	S	M	T	W	T	F	S	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	Day Plan
1	1	1	1	1	1	1	1	1	1	1	1	1		1	1	1	1	1		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
2	1	1	1	1	1	1	1	1	1	1	1	1	1							1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2
3	1	1	1	1	1	1	1	1	1	1	1	1							1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	3
4																																																		1
5																																																			1
6																																																			1
7																																																			1
8																																																			1
9																																																			1
10																																																			1
11																																																			1
12																																																			1
13																																																			1
14																																																			1
15																																																			1
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TB Coor, Day Plan [4.4]

Day Plan Table 1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour		6	10	15	18	20	23									
Minute			30		30											
Action	100	1	5	3	1	4	100									

Day Plan Table 2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour		8	10	18	22											
Minute			30													
Action	100	4	1	4	100											

Day Plan Table 3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour		7	9	19	23											
Minute		30	30	30												
Action	100	4	5	4	100											

Day Plan Table 4	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Day Plan Table 5	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Day Plan Table 6	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Appendix E: Intersection Volume Development Worksheets

INTERSECTION VOLUME DEVELOPMENT
SW 43rd Ct @ SW 20th St
AM Peak Hour

Case	SW 43rd Ct Northbound			SW 44th Ave Southbound			SW 20th St Eastbound			SW 20th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	0	0	0	24	0	59	100	575	0	0	325	45
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	0	0	0	24	0	60	101	581	0	0	328	45
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	0	0	0	31	0	77	130	747	0	0	421	58
Reserved Trips												
Heathbrook (remaining unbuilt)	0	0	0	0	0	0	0	3	0	0	4	0
Trinity Lane/Red Oak PUD	0	0	0	0	0	0	0	10	0	0	11	0
Grand Oaks Town Center remaining	0	0	0	0	0	0	0	1	0	0	1	0
Broadmoor Oaks	0	0	0	0	0	0	0	2	0	0	2	0
Paddock Ridge East	0	0	0	0	0	0	0	2	0	0	1	0
Paddock Ridge West	0	0	0	0	0	0	0	5	0	0	1	0
On Top of the World	0	0	0	0	0	0	0	55	0	0	28	0
Winding Oaks PD	0	0	0	0	0	3	2	0	0	0	0	0
Country Green PD	0	0	0	0	0	12	21	94	0	0	54	0
Reserved Trips	0	0	0	0	0	15	23	172	0	0	102	0
2037 Non-Project Traffic (Prior to adjustment for SW 44th Ave Construction)	0	0	0	31	0	92	153	919	0	0	523	58
SW 44th Avenue Adjustment												
Adjusted Approach Volume		580			410			1070			490	
Approach Percent Turns	25%	50%	25%	15%	50%	35%	10%	65%	25%	15%	80%	5%
2037 Projected Background (Non-Project) Traffic Volumes	145	290	145	62	205	144	107	696	268	74	392	25
Project Traffic												
Project Assignment	17.3%	9.9%	20.6%	0.0%	12.1%	0.0%	7.4%	6.2%	16.3%	27.2%	0.0%	0.0%
	OUT	OUT	OUT	--	IN	--	OUT	OUT	IN	IN	--	--
Project Traffic (Net New Trips)	37	21	44	0	23	0	16	13	31	52	0	0
Pass-By Traffic	11	0	0	0	0	0	0	0	0	11	-11	0
Total Build-Out Volumes	193	311	189	62	228	144	123	709	299	137	381	25

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Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
SW 44th Ave @ SW 20th St
PM Peak Hour

Case	SW 44th Ave Northbound			SW 44th Ave Southbound			SW 20th St Eastbound			SW 20th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	0	0	0	65	0	115	32	445	0	3	604	21
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	0	0	0	66	0	116	32	449	0	3	610	21
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	0	0	0	85	0	149	41	577	0	4	784	27
Reserved Trips												
Heathbrook (remaining unbuilt)	0	0	0	0	0	0	0	9	0	0	9	0
Trinity Lane/Red Oak PUD	0	0	0	0	0	0	0	13	0	0	14	0
Grand Oaks Town Center remaining	0	0	0	0	0	0	0	0	0	0	0	0
Broadmoor Oaks	0	0	0	0	0	0	0	0	0	0	0	0
Paddock Ridge East	0	0	0	0	0	0	0	1	0	0	3	0
Paddock Ridge West	0	0	0	0	0	0	0	3	0	0	7	0
On Top of the World	0	0	0	0	0	0	0	56	0	0	82	0
Winding Oaks PD	0	0	0	0	0	8	9	0	0	0	0	0
Reserved Trips	0	0	0	0	0	8	9	82	0	0	115	0
2037 Non-Project Traffic (Prior to adjustment for SW 44th Ave Construction)	0	0	0	85	0	157	50	659	0	4	899	27
SW 44th Avenue Adjustment												
Adjusted Approach Volume		570			590			770			780	
Approach Percent Turns	25%	50%	25%	15%	50%	35%	10%	65%	25%	15%	80%	5%
2037 Projected Background (Non-Project) Traffic Volumes	143	285	143	89	295	207	77	501	193	117	624	39
Project Traffic												
Project Assignment	17.3% OUT	9.9% OUT	20.6% OUT	0.0% --	12.1% IN	0.0% --	7.4% OUT	6.2% OUT	16.3% IN	27.2% IN	0.0% --	0.0% --
Project Traffic (Net New Trips)	42	24	50	0	29	0	18	15	39	65	0	0
Pass-By Traffic	18	0	0	0	0	0	0	0	0	18	-18	0
Total Build-Out Volumes	203	309	193	89	324	207	95	516	232	200	606	39

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Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
SW 38th Ave @ SW 20th St
AM Peak Hour

Case	SW 38th Ave Northbound			SW 38th Ave Southbound			SW 20th St Eastbound			SW 20th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	38	73	159	57	24	18	35	551	32	79	308	130
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	38	74	161	58	24	18	35	557	32	80	311	131
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	49	95	207	75	31	23	45	716	41	103	400	168
Reserved Trips												
Heathbrook (remaining unbuilt)	4	2	6	0	1	0	0	0	3	4	0	0
Trinity Lane/Red Oak PUD	5	21	5	0	21	0	0	0	5	5	0	0
Grand Oaks Town Center remaining	1	1	1	0	1	0	0	0	1	1	0	0
Broadmoor Oaks	2	9	35	0	11	0	0	0	2	42	0	0
Paddock Ridge East	1	0	0	0	0	0	0	0	2	0	0	0
Paddock Ridge West	1	0	0	0	0	0	0	0	5	0	0	0
On Top of the World	0	0	0	0	0	9	18	36	0	0	19	0
Winding Oaks PD	0	2	0	0	3	0	0	0	0	0	0	0
Country Green PD	0	0	0	0	0	9	16	76	0	0	44	0
Reserved Trips	14	35	47	0	37	18	34	112	18	52	63	0
2037 Non-Project Traffic (Prior to adjustment for SW 44th Ave Construction)	63	130	254	75	68	41	79	828	59	155	463	168
SW 44th Avenue Adjustment												
Adjusted Approach Volume		290			150			970			750	
Approach Percent Turns	15%	30%	55%	45%	40%	15%	5%	85%	10%	15%	75%	10%
2037 Projected Background (Non-Project) Traffic Volumes	44	87	160	68	60	23	49	825	97	113	563	75
Project Traffic												
Project Assignment	0.0%	0.0%	0.0%	0.0%	0.0%	6.0%	6.0%	29.0%	0.0%	0.0%	29.0%	0.0%
	--	--	--	--	--	IN	OUT	OUT	--	--	IN	--
Project Traffic (Net New Trips)	0	0	0	0	0	9	16	76	0	0	44	0
Total Build-Out Volumes	44	87	160	68	60	32	65	901	97	113	607	75

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Raw-To-Peak Season Factor:	1.01
Applied Growth Rate:	1.50%
Existing Year	2018
Build-Out Year:	2037
Growth Factor:	1.29

INTERSECTION VOLUME DEVELOPMENT
SW 38th Ave @ SW 20th St
PM Peak Hour

Case	SW 38th Ave Northbound			SW 38th Ave Southbound			SW 20th St Eastbound			SW 20th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	44	51	136	185	114	44	10	368	45	151	569	58
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	44	52	137	187	115	44	10	372	45	153	575	59
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	57	67	176	240	148	57	13	478	58	197	739	76
Reserved Trips												
Heathbrook (remaining unbuilt)	1	1	14	0	2	0	0	0	2	13	0	0
Trinity Lane/Red Oak PUD	7	28	7	0	26	0	0	0	7	7	0	0
Grand Oaks Town Center remaining	1	1	1	0	1	0	0	0	1	1	0	0
Broadmoor Oaks	5	13	46	0	10	0	0	0	4	37	0	0
Paddock Ridge East	3	0	0	0	0	0	0	0	1	0	0	0
Paddock Ridge West	7	0	0	0	0	0	0	0	3	0	0	0
On Top of the World	0	0	0	0	0	20	14	28	0	0	41	0
Winding Oaks PD	0	9	0	0	8	0	0	0	0	0	0	0
Reserved Trips	24	52	68	0	47	20	14	28	18	58	41	0
2037 Non-Project Traffic (Prior to adjustment for SW 44th Ave Construction)	81	119	244	240	195	77	27	506	76	255	780	76
SW 44th Avenue Adjustment												
Adjusted Approach Volume		290			410			520			1,060	
Approach Percent Turns	15%	30%	55%	45%	40%	15%	5%	85%	10%	15%	75%	10%
2037 Projected Background (Non-Project) Traffic Volumes	44	87	160	185	164	62	26	442	52	159	795	106
Project Traffic												
Project Assignment	0.0%	0.0%	0.0%	0.0%	0.0%	6.0%	6.0%	21.0%	0.0%	0.0%	21.0%	0.0%
	--	--	--	--	--	IN	OUT	OUT	--	--	IN	--
Project Traffic (Net New Trips)	0	0	0	0	0	14	15	51	0	0	50	0
Total Build-Out Volumes	44	87	160	185	164	76	41	493	52	159	845	106

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Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
College of Central FL @ SW 20th St
PM Peak Hour

Case	College of Central FL Northbound			SW 31st Ave Southbound			SW 20th St Eastbound			SW 20th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	44	48	92	59	72	78	29	468	49	84	452	60
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	44	48	93	60	73	79	29	473	49	85	457	61
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	57	62	120	77	94	102	37	608	63	109	587	78
Reserved Trips												
Heathbrook (remaining unbuilt)	0	0	0	0	0	0	0	17	0	0	14	0
Trinity Lane/Red Oak PUD	0	0	0	0	0	0	0	7	0	0	7	0
Grand Oaks Town Center remaining	0	0	0	0	0	0	0	1	0	0	1	0
Broadmoor Oaks	0	0	0	0	0	0	0	46	0	0	37	0
Paddock Ridge East	0	0	0	0	0	0	0	0	0	0	0	0
Paddock Ridge West	0	0	0	0	0	0	0	0	0	0	0	0
On Top of the World	0	0	0	0	0	0	0	14	0	0	20	0
Winding Oaks PD	0	0	0	0	0	0	0	0	0	0	0	0
Reserved Trips	0	0	0	0	0	0	0	85	0	0	79	0
2037 Non-Project Traffic	57	62	120	77	94	102	37	693	63	109	666	78
Project Traffic												
Project Assignment	0.0%	0.0%	0.0%	0.0%	0.0%	1.0%	1.0%	12.0%	0.0%	0.0%	12.0%	0.0%
	--	--	--	--	--	IN	OUT	OUT	--	--	IN	--
Project Traffic (Net New Trips)	0	0	0	0	0	2	2	29	0	0	29	0
Total Build-Out Volumes	57	62	120	77	94	104	39	722	63	109	695	78

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0.123583 0.088435

Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
SW 27th Ave @ SW 20th St
PM Peak Hour

Case	SW 27th Ave Northbound			SW 27th Ave Southbound			SW 20th St Eastbound			SW 20th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	186	511	17	50	580	214	214	263	216	13	210	59
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	188	516	17	51	586	216	216	266	218	13	212	60
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	242	663	22	66	753	278	278	342	280	17	272	77
Reserved Trips												
Heathbrook (remaining unbuilt)	14	43	0	0	61	0	0	0	20	0	0	0
Trinity Lane/Red Oak PUD	14	56	0	0	53	0	0	0	13	0	0	0
Grand Oaks Town Center remaining	2	8	0	0	9	0	0	0	2	0	0	0
Broadmoor Oaks	5	17	0	0	9	0	0	0	2	0	0	0
Paddock Ridge East	0	3	0	0	1	0	0	0	0	0	0	0
Paddock Ridge West	1	7	0	0	3	0	0	0	0	0	0	0
On Top of the World	0	0	0	0	0	0	0	7	0	0	10	0
Winding Oaks PD	0	9	0	0	8	0	0	0	0	0	0	0
Reserved Trips	36	143	0	0	144	0	0	7	37	0	10	0
2037 Non-Project Traffic	278	806	22	66	897	278	278	349	317	17	282	77
Project Traffic												
Project Assignment	1.0%	0.0%	0.0%	0.0%	0.0%	4.0%	4.0%	7.0%	1.0%	0.0%	7.0%	0.0%
	IN	--	--	--	--	IN	OUT	OUT	OUT	--	IN	--
Project Traffic (Net New Trips)	2	0	0	0	0	10	10	17	2	0	17	0
Total Build-Out Volumes	280	806	22	66	897	288	288	366	319	17	299	77

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Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
SW 44th Ave @ SW 40th St
PM Peak Hour

Case	SW 44th Ave Northbound			SW 44th Ave Southbound			SW 40th St Eastbound			SW 40th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	36	14	18	52	17	31	30	267	16	15	332	58
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	36	14	18	53	17	31	30	270	16	15	335	59
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	46	18	23	68	22	40	39	347	21	19	430	76
Reserved Trips												
Heathbrook (remaining unbuilt)	0	0	0	0	0	0	0	19	0	0	13	0
Trinity Lane/Red Oak PUD	0	0	0	0	0	0	0	13	0	0	14	0
Grand Oaks Town Center remaining	0	0	0	7	0	0	0	8	0	0	6	6
Broadmoor Oaks	0	0	0	0	0	0	0	19	0	0	23	0
Paddock Ridge East	0	0	0	0	0	0	0	0	0	0	1	0
Paddock Ridge West	0	0	0	0	0	0	0	1	0	0	2	1
On Top of the World	0	0	0	0	0	0	0	28	0	0	41	0
Winding Oaks PD	0	0	0	8	0	0	0	0	0	0	0	9
Reserved Trips	0	0	0	15	0	0	0	88	0	0	100	16
2037 Non-Project Traffic (Prior to adjustment for SW 44th Ave Construction)	46	18	23	83	22	40	39	435	21	19	530	92
SW 44th Avenue Adjustment												
Adjusted Approach Volume	740	740	740	700	700	700	570	570	570	640	640	640
Approach Percent Turns	25%	60%	15%	15%	60%	25%	15%	50%	35%	15%	60%	25%
2037 Projected Background (Non-Project) Traffic Volumes	185	444	111	105	420	175	86	285	200	96	384	160
Project Traffic												
Project Assignment	0.0%	31.0%	0.0%	5.0%	31.0%	2.0%	2.0%	0.0%	0.0%	0.0%	0.0%	5.0%
	--	IN	--	OUT	OUT	OUT	IN	--	--	--	--	IN
Project Traffic (Net New Trips)	0	74	0	12	75	5	5	0	0	0	0	12
Total Build-Out Volumes	185	518	111	117	495	180	91	285	200	96	384	172

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Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
SW 43rd St Rd @ SR 200
PM Peak Hour

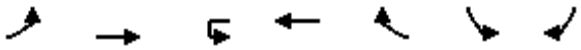
Case	SW 43rd St Rd Northbound			SW 44th Avenue Southbound			SR 200 Eastbound			SR 200 Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	667	0	191	0	0	0	13	1,364	481	204	1,638	0
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	674	0	193	0	0	0	13	1,378	486	206	1,654	0
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	866	0	248	0	0	0	17	1,771	625	265	2,125	0
Reserved Trips												
Heathbrook (remaining unbuilt)	38	0	0	0	0	0	0	214	27	0	198	0
Trinity Lane/Red Oak PUD	108	0	54	0	0	0	0	0	102	51	0	0
Grand Oaks Town Center remaining	24	0	14	0	0	0	0	0	25	15	0	0
Broadmoor Oaks	0	0	16	0	0	0	0	24	0	19	29	0
Paddock Ridge East	18	0	8	0	0	0	0	0	8	4	0	0
Paddock Ridge West	49	0	22	0	0	0	0	0	18	8	0	0
On Top of the World	16	0	0	0	0	0	0	75	11	0	110	0
Winding Oaks PD	25	0	0	0	0	0	0	152	28	0	131	0
Reserved Trips	278	0	114	0	0	0	0	465	219	97	468	0
2037 Non-Project Traffic (Prior to adjustment for SW 44th Ave Construction)	1,144	0	362	0	0	0	17	2,236	844	362	2,593	0
SW 44th Avenue Volume Adjustment												
Adjusted Approach Volume		1,510		790	790	790	2,630	2,630	2,630	2,510	2,510	2,510
Approach Percent Turns	30%	50%	20%	15%	65%	20%	10%	65%	25%	10%	80%	8%
2037 Projected Background (Non-Project) Traffic Volumes	453	755	302	119	514	158	263	1,710	658	251	2,008	201
Project Traffic												
Project Assignment	0.0%	19.0%	0.0%	4.0%	19.0%	8.0%	8.0%	0.0%	0.0%	0.0%	0.0%	4.0%
	--	IN	--	OUT	OUT	OUT	IN	--	--	--	--	IN
Project Traffic (Net New Trips)	0	45	0	10	46	19	19	0	0	0	0	10
Total Build-Out Volumes	453	800	302	129	560	177	282	1,710	658	251	2,008	211

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Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

Appendix F: Synchro Output

PM Peak Hour Existing Traffic Conditions



Lane Group	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	32	449	0	610	21	66	116
Future Volume (vph)	32	449	0	610	21	66	116
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	1%	1%	1%	1%	1%	2%	2%
Adj. Flow (vph)	35	493	0	670	23	73	127
Shared Lane Traffic (%)							
Lane Group Flow (vph)	35	493	0	693	0	73	127
Sign Control		Free		Free		Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Int Delay, s/veh	2.7

Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Vol, veh/h	32	449	0	610	21	66	116
Future Vol, veh/h	32	449	0	610	21	66	116
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	-	None	-	None
Storage Length	250	-	250	-	-	0	0
Veh in Median Storage, #	-	0	-	0	-	0	-
Grade, %	-	0	-	0	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91
Heavy Vehicles, %	1	1	1	1	1	2	2
Mvmt Flow	35	493	0	670	23	73	127

Major/Minor	Major1		Major2			Minor2	
Conflicting Flow All	693	0	360	-	0	999	347
Stage 1	-	-	-	-	-	682	-
Stage 2	-	-	-	-	-	317	-
Critical Hdwy	4.12	-	6.42	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.21	-	2.51	-	-	3.52	3.32
Pot Cap-1 Maneuver	905	-	853	-	-	240	649
Stage 1	-	-	-	-	-	464	-
Stage 2	-	-	-	-	-	711	-
Platoon blocked, %		-		-	-		
Mov Cap-1 Maneuver	905	-	853	-	-	231	649
Mov Cap-2 Maneuver	-	-	-	-	-	231	-
Stage 1	-	-	-	-	-	464	-
Stage 2	-	-	-	-	-	684	-

Approach	EB	WB	SB
HCM Control Delay, s	0.6	0	17.6
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	905	-	853	-	-	231	649
HCM Lane V/C Ratio	0.039	-	-	-	-	0.314	0.196
HCM Control Delay (s)	9.1	-	0	-	-	27.6	11.9
HCM Lane LOS	A	-	A	-	-	D	B
HCM 95th %tile Q(veh)	0.1	-	0	-	-	1.3	0.7

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	10	372	45	153	575	59	44	52	137	187	115	44
Future Volume (vph)	10	372	45	153	575	59	44	52	137	187	115	44
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	3%	3%	3%	2%	2%	2%
Adj. Flow (vph)	12	438	53	180	676	69	52	61	161	220	135	52
Shared Lane Traffic (%)												
Lane Group Flow (vph)	12	438	53	180	745	0	52	222	0	220	135	52
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		8
Detector Phase	1	6	6	5	2		7	4		3	8	8
Switch Phase												
Minimum Initial (s)	10.0	20.0	20.0	10.0	20.0		5.0	10.0		5.0	10.0	10.0
Minimum Split (s)	16.3	26.3	26.3	16.3	26.3		11.3	20.0		11.3	20.0	20.0
Total Split (s)	20.0	65.0	65.0	20.0	65.0		20.0	25.0		20.0	25.0	25.0
Total Split (%)	15.4%	50.0%	50.0%	15.4%	50.0%		15.4%	19.2%		15.4%	19.2%	19.2%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3		4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3		6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None		None	None	None
v/c Ratio	0.04	0.69	0.08	0.43	0.84		0.16	0.71		0.66	0.32	0.11
Control Delay	11.6	33.7	0.3	15.6	34.9		29.2	41.0		39.7	41.4	0.5
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	11.6	33.7	0.3	15.6	34.9		29.2	41.0		39.7	41.4	0.5
Queue Length 50th (ft)	3	239	0	58	356		19	75		91	67	0
Queue Length 95th (ft)	12	334	0	93	649		59	181		#221	154	0
Internal Link Dist (ft)		2796			3003			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	338	1151	1030	443	1137		430	389		350	431	469
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	0
Reduced v/c Ratio	0.04	0.38	0.05	0.41	0.66		0.12	0.57		0.63	0.31	0.11

Intersection Summary

Cycle Length: 130
Actuated Cycle Length: 100.4
Natural Cycle: 90
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	10	372	45	153	575	59	44	52	137	187	115	44
Future Volume (veh/h)	10	372	45	153	575	59	44	52	137	187	115	44
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1881	1881	1881	1900	1845	1845	1900	1863	1863	1863
Adj Flow Rate, veh/h	12	438	21	180	676	65	52	61	105	220	135	20
Adj No. of Lanes	1	1	1	1	1	0	1	1	0	1	1	1
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Percent Heavy Veh, %	1	1	1	1	1	1	3	3	3	2	2	2
Cap, veh/h	199	727	618	447	779	75	294	75	130	328	391	332
Arrive On Green	0.03	0.39	0.39	0.10	0.46	0.46	0.04	0.12	0.12	0.12	0.21	0.21
Sat Flow, veh/h	1792	1881	1599	1792	1690	163	1757	610	1050	1774	1863	1583
Grp Volume(v), veh/h	12	438	21	180	0	741	52	0	166	220	135	20
Grp Sat Flow(s),veh/h/ln	1792	1881	1599	1792	0	1853	1757	0	1659	1774	1863	1583
Q Serve(g_s), s	0.4	17.9	0.8	5.3	0.0	34.6	2.5	0.0	9.4	10.0	5.9	1.0
Cycle Q Clear(g_c), s	0.4	17.9	0.8	5.3	0.0	34.6	2.5	0.0	9.4	10.0	5.9	1.0
Prop In Lane	1.00		1.00	1.00		0.09	1.00		0.63	1.00		1.00
Lane Grp Cap(c), veh/h	199	727	618	447	0	854	294	0	205	328	391	332
V/C Ratio(X)	0.06	0.60	0.03	0.40	0.00	0.87	0.18	0.00	0.81	0.67	0.35	0.06
Avail Cap(c_a), veh/h	403	1147	975	518	0	1129	475	0	322	359	391	332
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	20.6	23.6	18.4	15.4	0.0	23.3	34.8	0.0	41.1	30.2	32.4	30.5
Incr Delay (d2), s/veh	0.1	0.8	0.0	0.6	0.0	5.8	0.3	0.0	8.1	4.2	0.5	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	9.4	0.3	2.6	0.0	18.9	1.2	0.0	4.8	5.2	3.1	0.4
LnGrp Delay(d),s/veh	20.7	24.4	18.4	16.0	0.0	29.1	35.1	0.0	49.2	34.4	32.9	30.5
LnGrp LOS	C	C	B	B		C	D		D	C	C	C
Approach Vol, veh/h		471			921			218			375	
Approach Delay, s/veh		24.1			26.5			45.8			33.7	
Approach LOS		C			C			D			C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	9.0	50.7	18.3	18.2	16.2	43.5	10.1	26.5
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	13.7	58.7	13.7	18.7	13.7	58.7	13.7	18.7
Max Q Clear Time (g_c+I1), s	2.4	36.6	12.0	11.4	7.3	19.9	4.5	7.9
Green Ext Time (p_c), s	0.0	7.8	0.1	0.5	0.2	9.1	0.1	1.3

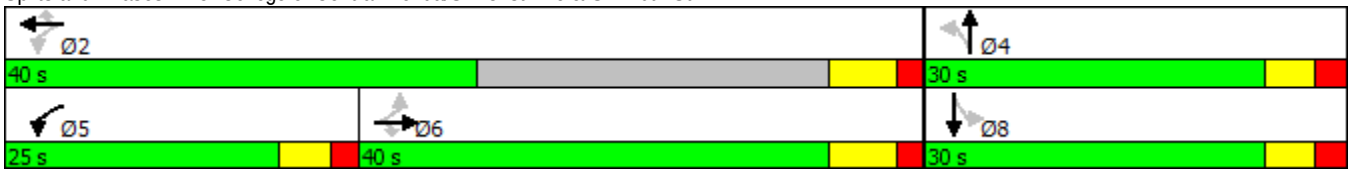
Intersection Summary	
HCM 2010 Ctrl Delay	29.4
HCM 2010 LOS	C

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	29	473	49	85	457	61	44	48	93	60	73	79
Future Volume (vph)	29	473	49	85	457	61	44	48	93	60	73	79
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	1%	1%	1%	2%	2%	2%
Adj. Flow (vph)	34	550	57	99	531	71	51	56	108	70	85	92
Shared Lane Traffic (%)												
Lane Group Flow (vph)	34	550	57	99	531	71	51	164	0	70	177	0
Turn Type	Perm	NA	Perm	pm+pt	NA	Perm	Perm	NA		Perm	NA	
Protected Phases		6		5	2			4			8	
Permitted Phases	6		6	2		2	4			8		
Detector Phase	6	6	6	5	2	2	4	4		8	8	
Switch Phase												
Minimum Initial (s)	15.0	15.0	15.0	5.0	15.0	15.0	8.0	8.0		8.0	8.0	
Minimum Split (s)	28.7	28.7	28.7	10.6	28.7	28.7	27.0	27.0		27.0	27.0	
Total Split (s)	40.0	40.0	40.0	25.0	40.0	40.0	30.0	30.0		30.0	30.0	
Total Split (%)	42.1%	42.1%	42.1%	26.3%	42.1%	42.1%	31.6%	31.6%		31.6%	31.6%	
Yellow Time (s)	4.7	4.7	4.7	3.6	4.7	4.7	3.6	3.6		3.6	3.6	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.4	2.4		2.4	2.4	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.7	6.7	6.7	5.6	6.7	6.7	6.0	6.0		6.0	6.0	
Lead/Lag	Lag	Lag	Lag	Lead								
Lead-Lag Optimize?	Yes	Yes	Yes	Yes								
Recall Mode	Min	Min	Min	None	Min	Min	None	None		None	None	
v/c Ratio	0.10	0.72	0.08	0.22	0.48	0.07	0.23	0.42		0.31	0.49	
Control Delay	13.5	22.4	1.3	5.7	8.3	1.7	27.7	15.8		29.3	23.5	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	13.5	22.4	1.3	5.7	8.3	1.7	27.7	15.8		29.3	23.5	
Queue Length 50th (ft)	8	168	0	12	88	0	17	21		23	41	
Queue Length 95th (ft)	25	299	6	29	164	12	49	72		62	103	
Internal Link Dist (ft)		3003			1127			192			432	
Turn Bay Length (ft)	150		150	350		200	200			150		
Base Capacity (vph)	528	1130	1000	745	1702	1454	526	789		526	774	
Starvation Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Reduced v/c Ratio	0.06	0.49	0.06	0.13	0.31	0.05	0.10	0.21		0.13	0.23	

Intersection Summary

Cycle Length: 95
Actuated Cycle Length: 59.7
Natural Cycle: 70
Control Type: Actuated-Uncoordinated

Splits and Phases: 5: College of Central Florida/SW 31st Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	29	473	49	85	457	61	44	48	93	60	73	79
Future Volume (veh/h)	29	473	49	85	457	61	44	48	93	60	73	79
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1881	1881	1881	1881	1881	1881	1900	1863	1863	1900
Adj Flow Rate, veh/h	34	550	38	99	531	57	51	56	81	70	85	69
Adj No. of Lanes	1	1	1	1	1	1	1	1	0	1	1	0
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Percent Heavy Veh, %	1	1	1	1	1	1	1	1	1	2	2	2
Cap, veh/h	467	759	645	389	1084	921	272	134	194	284	184	149
Arrive On Green	0.40	0.40	0.40	0.07	0.58	0.58	0.19	0.19	0.19	0.19	0.19	0.19
Sat Flow, veh/h	833	1881	1599	1792	1881	1599	1240	696	1007	1247	953	773
Grp Volume(v), veh/h	34	550	38	99	531	57	51	0	137	70	0	154
Grp Sat Flow(s),veh/h/ln	833	1881	1599	1792	1881	1599	1240	0	1703	1247	0	1726
Q Serve(g_s), s	1.4	13.6	0.8	1.6	9.2	0.9	2.1	0.0	3.9	2.9	0.0	4.3
Cycle Q Clear(g_c), s	1.4	13.6	0.8	1.6	9.2	0.9	6.4	0.0	3.9	6.8	0.0	4.3
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.59	1.00		0.45
Lane Grp Cap(c), veh/h	467	759	645	389	1084	921	272	0	329	284	0	333
V/C Ratio(X)	0.07	0.72	0.06	0.25	0.49	0.06	0.19	0.00	0.42	0.25	0.00	0.46
Avail Cap(c_a), veh/h	635	1138	968	893	1138	968	574	0	743	587	0	753
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	10.2	13.8	10.0	9.5	6.9	5.1	22.5	0.0	19.5	22.4	0.0	19.7
Incr Delay (d2), s/veh	0.1	1.3	0.0	0.3	0.3	0.0	0.3	0.0	0.8	0.4	0.0	1.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	7.3	0.4	0.8	4.8	0.4	0.7	0.0	1.9	1.0	0.0	2.1
LnGrp Delay(d),s/veh	10.3	15.2	10.1	9.8	7.2	5.2	22.8	0.0	20.3	22.9	0.0	20.7
LnGrp LOS	B	B	B	A	A	A	C		C	C		C
Approach Vol, veh/h		622			687			188			224	
Approach Delay, s/veh		14.6			7.4			21.0			21.4	
Approach LOS		B			A			C			C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4	5	6		8
Phs Duration (G+Y+Rc), s		38.4		16.6	9.5	28.9		16.6
Change Period (Y+Rc), s		6.7		6.0	5.6	6.7		6.0
Max Green Setting (Gmax), s		33.3		24.0	19.4	33.3		24.0
Max Q Clear Time (g_c+I1), s		11.2		8.4	3.6	15.6		8.8
Green Ext Time (p_c), s		7.3		1.9	0.2	6.6		1.9

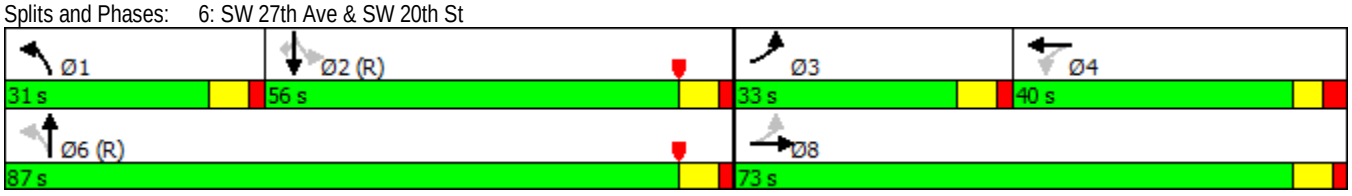
Intersection Summary	
HCM 2010 Ctrl Delay	13.3
HCM 2010 LOS	B

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	216	266	218	13	212	60	188	516	17	51	586	216
Future Volume (vph)	216	266	218	13	212	60	188	516	17	51	586	216
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Heavy Vehicles (%)	1%	1%	1%	0%	0%	0%	2%	2%	2%	1%	1%	1%
Adj. Flow (vph)	230	283	232	14	226	64	200	549	18	54	623	230
Shared Lane Traffic (%)												
Lane Group Flow (vph)	230	515	0	14	290	0	200	567	0	54	623	230
Turn Type	pm+pt	NA		Perm	NA		pm+pt	NA		Perm	NA	Perm
Protected Phases	3	8			4		1	6			2	
Permitted Phases	8			4			6			2		2
Detector Phase	3	8		4	4		1	6		2	2	2
Switch Phase												
Minimum Initial (s)	7.0	7.0		7.0	7.0		7.0	20.0		20.0	20.0	20.0
Minimum Split (s)	13.7	20.0		20.0	20.0		13.7	26.7		26.7	26.7	26.7
Total Split (s)	33.0	73.0		40.0	40.0		31.0	87.0		56.0	56.0	56.0
Total Split (%)	20.6%	45.6%		25.0%	25.0%		19.4%	54.4%		35.0%	35.0%	35.0%
Yellow Time (s)	4.7	4.7		3.6	3.6		4.7	4.7		4.7	4.7	4.7
All-Red Time (s)	2.0	2.0		3.1	3.1		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.7	6.7		6.7	6.7		6.7	6.7		6.7	6.7	6.7
Lead/Lag	Lead			Lag	Lag		Lead			Lag	Lag	Lag
Lead-Lag Optimize?	Yes			Yes	Yes		Yes			Yes	Yes	Yes
Recall Mode	None	None		None	None		None	C-Max		C-Max	C-Max	C-Max
v/c Ratio	0.76	0.81		0.12	0.86		0.47	0.29		0.15	0.41	0.28
Control Delay	53.7	53.8		54.9	85.1		22.5	19.6		34.3	34.7	5.0
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	53.7	53.8		54.9	85.1		22.5	19.6		34.3	34.7	5.0
Queue Length 50th (ft)	177	457		12	288		102	159		35	237	0
Queue Length 95th (ft)	231	557		35	393		170	225		80	343	62
Internal Link Dist (ft)		941			462			544			1105	
Turn Bay Length (ft)	350			200			300			350		400
Base Capacity (vph)	353	744		140	389		502	1987		354	1535	818
Starvation Cap Reductn	0	0		0	0		0	0		0	0	0
Spillback Cap Reductn	0	0		0	0		0	0		0	0	0
Storage Cap Reductn	0	0		0	0		0	0		0	0	0
Reduced v/c Ratio	0.65	0.69		0.10	0.75		0.40	0.29		0.15	0.41	0.28

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 30 (19%), Referenced to phase 2:SBTL and 6:NBTL, Start of Yellow
Natural Cycle: 75
Control Type: Actuated-Coordinated

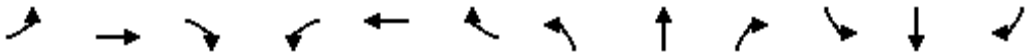
Splits and Phases: 6: SW 27th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	216	266	218	13	212	60	188	516	17	51	586	216
Future Volume (veh/h)	216	266	218	13	212	60	188	516	17	51	586	216
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1900	1900	1900	1900	1863	1863	1900	1881	1881	1881
Adj Flow Rate, veh/h	230	283	211	14	226	54	200	549	17	54	623	124
Adj No. of Lanes	1	1	0	1	1	0	1	2	0	1	2	1
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	1	1	1	0	0	0	2	2	2	1	1	1
Cap, veh/h	288	337	251	114	264	63	424	2032	63	441	1664	745
Arrive On Green	0.12	0.34	0.34	0.18	0.18	0.18	0.07	0.58	0.58	0.47	0.47	0.47
Sat Flow, veh/h	1792	1002	747	917	1483	354	1774	3505	108	850	3574	1599
Grp Volume(v), veh/h	230	0	494	14	0	280	200	277	289	54	623	124
Grp Sat Flow(s),veh/h/ln	1792	0	1749	917	0	1837	1774	1770	1844	850	1787	1599
Q Serve(g_s), s	16.3	0.0	41.8	2.3	0.0	23.7	9.1	12.5	12.5	5.8	18.0	7.2
Cycle Q Clear(g_c), s	16.3	0.0	41.8	18.7	0.0	23.7	9.1	12.5	12.5	5.8	18.0	7.2
Prop In Lane	1.00		0.43	1.00		0.19	1.00		0.06	1.00		1.00
Lane Grp Cap(c), veh/h	288	0	589	114	0	327	424	1026	1069	441	1664	745
V/C Ratio(X)	0.80	0.00	0.84	0.12	0.00	0.86	0.47	0.27	0.27	0.12	0.37	0.17
Avail Cap(c_a), veh/h	373	0	725	142	0	382	565	1026	1069	441	1664	745
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	46.6	0.0	49.1	69.4	0.0	63.8	20.0	16.8	16.8	24.4	27.7	24.8
Incr Delay (d2), s/veh	9.1	0.0	7.3	0.5	0.0	15.5	0.8	0.6	0.6	0.6	0.6	0.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	8.8	0.0	21.4	0.6	0.0	13.5	4.5	6.3	6.5	1.4	9.1	3.3
LnGrp Delay(d),s/veh	55.7	0.0	56.3	69.9	0.0	79.3	20.8	17.4	17.4	25.0	28.3	25.2
LnGrp LOS	E		E	E		E	C	B	B	C	C	C
Approach Vol, veh/h		724			294			766			801	
Approach Delay, s/veh		56.1			78.9			18.3			27.6	
Approach LOS		E			E			B			C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4		6		8
Phs Duration (G+Y+Rc), s	18.3	81.2	25.4	35.1		99.5		60.5
Change Period (Y+Rc), s	6.7	6.7	6.7	6.7		6.7		6.7
Max Green Setting (Gmax), s	24.3	49.3	26.3	33.3		80.3		66.3
Max Q Clear Time (g_c+I1), s	11.1	20.0	18.3	25.7		14.5		43.8
Green Ext Time (p_c), s	0.4	9.0	0.4	2.8		10.1		4.7

Intersection Summary	
HCM 2010 Ctrl Delay	38.7
HCM 2010 LOS	D



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	30	270	16	15	335	59	36	14	18	53	17	31
Future Volume (vph)	30	270	16	15	335	59	36	14	18	53	17	31
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles (%)	4%	4%	4%	2%	2%	2%	0%	0%	0%	4%	4%	4%
Adj. Flow (vph)	31	278	16	15	345	61	37	14	19	55	18	32
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	325	0	0	421	0	0	70	0	0	105	0
Sign Control		Stop			Stop			Stop			Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Intersection Delay, s/veh	12.5
Intersection LOS	B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	30	270	16	15	335	59	36	14	18	53	17	31
Future Vol, veh/h	30	270	16	15	335	59	36	14	18	53	17	31
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles, %	4	4	4	2	2	2	0	0	0	4	4	4
Mvmt Flow	31	278	16	15	345	61	37	14	19	55	18	32
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay	12.2	13.7	9.7	10.1
HCM LOS	B	B	A	B

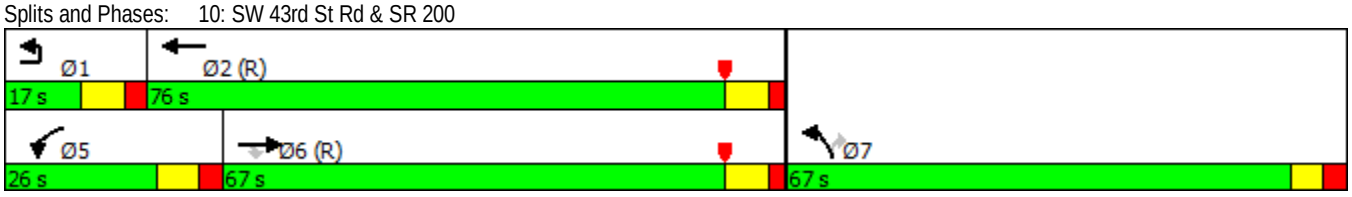
Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	53%	9%	4%	52%
Vol Thru, %	21%	85%	82%	17%
Vol Right, %	26%	5%	14%	31%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	68	316	409	101
LT Vol	36	30	15	53
Through Vol	14	270	335	17
RT Vol	18	16	59	31
Lane Flow Rate	70	326	422	104
Geometry Grp	1	1	1	1
Degree of Util (X)	0.115	0.456	0.554	0.169
Departure Headway (Hd)	5.884	5.041	4.842	5.847
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	611	720	751	615
Service Time	3.907	3.041	2.842	3.868
HCM Lane V/C Ratio	0.115	0.453	0.562	0.169
HCM Control Delay	9.7	12.2	13.7	10.1
HCM Lane LOS	A	B	B	B
HCM 95th-tile Q	0.4	2.4	3.4	0.6

Lane Group	EBU	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations							
Traffic Volume (vph)	13	1378	486	206	1654	674	193
Future Volume (vph)	13	1378	486	206	1654	674	193
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles (%)	2%	2%	2%	1%	1%	1%	1%
Adj. Flow (vph)	13	1421	501	212	1705	695	199
Shared Lane Traffic (%)							
Lane Group Flow (vph)	13	1421	501	212	1705	695	199
Turn Type	Prot	NA	Perm	Prot	NA	Prot	Perm
Protected Phases	1	6		5	2	7	
Permitted Phases			6				7
Detector Phase	1	6	6	5	2	7	7
Switch Phase							
Minimum Initial (s)	7.0	20.0	20.0	7.0	20.0	7.0	7.0
Minimum Split (s)	14.9	27.2	27.2	15.0	27.2	14.0	14.0
Total Split (s)	17.0	67.0	67.0	26.0	76.0	67.0	67.0
Total Split (%)	10.6%	41.9%	41.9%	16.3%	47.5%	41.9%	41.9%
Yellow Time (s)	5.2	5.2	5.2	5.2	5.2	4.0	4.0
All-Red Time (s)	2.7	2.0	2.0	2.8	2.0	3.0	3.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.9	7.2	7.2	8.0	7.2	7.0	7.0
Lead/Lag	Lead	Lag	Lag	Lead	Lag		
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		
Recall Mode	None	C-Min	C-Min	None	C-Min	None	None
v/c Ratio	0.16	0.64	0.51	0.66	0.53	0.82	0.39
Control Delay	77.5	37.8	4.5	98.4	6.2	65.5	12.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	77.5	37.8	4.5	98.4	6.2	65.5	12.7
Queue Length 50th (ft)	13	419	0	234	110	357	30
Queue Length 95th (ft)	38	531	80	m281	107	404	96
Internal Link Dist (ft)		1071			738	670	
Turn Bay Length (ft)	390		670	375			
Base Capacity (vph)	100	2221	973	322	3222	1300	700
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.13	0.64	0.51	0.66	0.53	0.53	0.28

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 111 (69%), Referenced to phase 2:WBT and 6:EBT, Start of Yellow
Natural Cycle: 70
Control Type: Actuated-Coordinated
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 10: SW 43rd St Rd & SR 200



Movement	EBU	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations							
Traffic Volume (veh/h)	13	1378	486	206	1654	674	193
Future Volume (veh/h)	13	1378	486	206	1654	674	193
Number		6	16	5	2	7	14
Initial Q (Qb), veh		0	0	0	0	0	0
Ped-Bike Adj(A_pbT)			1.00	1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln		1863	1863	1881	1881	1881	1881
Adj Flow Rate, veh/h		1421	344	212	1705	695	92
Adj No. of Lanes		3	1	1	3	2	1
Peak Hour Factor		0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %		2	2	1	1	1	1
Cap, veh/h		2665	830	202	3526	781	359
Arrive On Green		0.52	0.52	0.11	0.69	0.22	0.22
Sat Flow, veh/h		5253	1583	1792	5305	3476	1599
Grp Volume(v), veh/h		1421	344	212	1705	695	92
Grp Sat Flow(s),veh/h/ln		1695	1583	1792	1712	1738	1599
Q Serve(g_s), s		29.5	21.1	18.0	24.9	31.0	7.6
Cycle Q Clear(g_c), s		29.5	21.1	18.0	24.9	31.0	7.6
Prop In Lane			1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h		2665	830	202	3526	781	359
V/C Ratio(X)		0.53	0.41	1.05	0.48	0.89	0.26
Avail Cap(c_a), veh/h		2665	830	202	3526	1303	600
HCM Platoon Ratio		1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		25.1	23.2	71.0	11.8	60.1	51.0
Incr Delay (d2), s/veh		0.8	1.5	77.7	0.5	4.6	0.4
Initial Q Delay(d3),s/veh		0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		14.0	9.6	13.3	11.8	15.4	3.4
LnGrp Delay(d),s/veh		25.9	24.7	148.7	12.2	64.7	51.4
LnGrp LOS		C	C	F	B	E	D
Approach Vol, veh/h		1765			1917	787	
Approach Delay, s/veh		25.7			27.3	63.1	
Approach LOS		C			C	E	

Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4	5	6		
Phs Duration (G+Y+Rc), s		117.1		42.9	26.0	91.1		
Change Period (Y+Rc), s		7.2		7.0	* 8	7.2		
Max Green Setting (Gmax), s		68.8		60.0	* 18	59.8		
Max Q Clear Time (g_c+I1), s		26.9		33.0	20.0	31.5		
Green Ext Time (p_c), s		35.1		2.9	0.0	25.0		

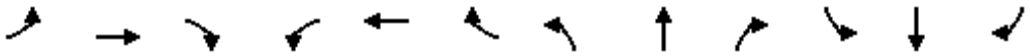
Intersection Summary	
HCM 2010 Ctrl Delay	33.0
HCM 2010 LOS	C

Notes

User approved ignoring U-Turning movement.

* HCM 2010 computational engine requires equal clearance times for the phases crossing the barrier.

PM Peak Hour Future Year Background Traffic Conditions



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	88	572	220	131	696	44	143	285	143	89	295	207
Future Volume (vph)	88	572	220	131	696	44	143	285	143	89	295	207
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	0%	0%	0%	2%	2%	2%
Adj. Flow (vph)	97	629	242	144	765	48	157	313	157	98	324	227
Shared Lane Traffic (%)												
Lane Group Flow (vph)	97	871	0	144	813	0	157	470	0	98	551	0
Sign Control		Free			Free			Stop			Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	88	572	220	131	696	44	143	285	143	89	295	207
Future Vol, veh/h	88	572	220	131	696	44	143	285	143	89	295	207
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	250	-	-	250	-	-	0	-	-	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	1	1	1	1	1	1	0	0	0	2	2	2
Mvmt Flow	97	629	242	144	765	48	157	313	157	98	324	227

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	813	0	0	870	0	0	1775	2044	435	1741	2141	407
Stage 1	-	-	-	-	-	-	943	943	-	1077	1077	-
Stage 2	-	-	-	-	-	-	832	1101	-	664	1064	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.5	6.5	6.9	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	6.54	5.54	-
Follow-up Hdwy	2.21	-	-	2.21	-	-	3.5	4	3.3	3.52	4.02	3.32
Pot Cap-1 Maneuver	816	-	-	777	-	-	~ 54	~ 57	575	~ 56	~ 48	593
Stage 1	-	-	-	-	-	-	286	344	-	234	~ 293	-
Stage 2	-	-	-	-	-	-	334	~ 290	-	416	~ 298	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	816	-	-	777	-	-	-	~ 41	575	-	~ 34	593
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	~ 41	-	-	~ 34	-
Stage 1	-	-	-	-	-	-	252	~ 303	-	206	~ 239	-
Stage 2	-	-	-	-	-	-	-	~ 236	-	-	~ 263	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	1	1.6		
HCM LOS			-	-

Minor Lane/Major Mvmt	NBLn1	NBLn2	NBLn3	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2	SBLn3
Capacity (veh/h)	-	41	77	816	-	-	777	-	-	-	34	76
HCM Lane V/C Ratio	-	3.819	4.074	0.119	-	-	0.185	-	-	-	4.767	5.126
HCM Control Delay (s)	-	$ 1471	$ 1494.7	10	-	-	10.7	-	-	-	$ 1931	$ 1966.1
HCM Lane LOS	-	F	F	B	-	-	B	-	-	-	F	F
HCM 95th %tile Q(veh)	-	17.8	33.1	0.4	-	-	0.7	-	-	-	19.2	42.6

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	30	502	59	171	855	114	44	87	160	189	168	63
Future Volume (vph)	30	502	59	171	855	114	44	87	160	189	168	63
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	3%	3%	3%	2%	2%	2%
Adj. Flow (vph)	35	591	69	201	1006	134	52	102	188	222	198	74
Shared Lane Traffic (%)												
Lane Group Flow (vph)	35	591	69	201	1140	0	52	290	0	222	198	74
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		8
Detector Phase	1	6	6	5	2		7	4		3	8	8
Switch Phase												
Minimum Initial (s)	10.0	20.0	20.0	10.0	20.0		5.0	10.0		5.0	10.0	10.0
Minimum Split (s)	16.3	26.3	26.3	16.3	26.3		11.3	20.0		11.3	20.0	20.0
Total Split (s)	20.0	65.0	65.0	20.0	65.0		20.0	25.0		20.0	25.0	25.0
Total Split (%)	15.4%	50.0%	50.0%	15.4%	50.0%		15.4%	19.2%		15.4%	19.2%	19.2%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3		4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3		6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None		None	None	None
v/c Ratio	0.17	0.75	0.09	0.60	1.25		0.17	0.93		0.86	0.47	0.16
Control Delay	13.2	36.4	0.2	20.2	148.6		33.0	77.5		64.3	48.5	0.7
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	13.2	36.4	0.2	20.2	148.6		33.0	77.5		64.3	48.5	0.7
Queue Length 50th (ft)	11	381	0	71	~1209		30	193		144	148	0
Queue Length 95th (ft)	24	486	0	103	#1353		60	#345		#271	224	0
Internal Link Dist (ft)		2796			3003			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	263	923	852	358	915		383	311		259	420	460
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	0
Reduced v/c Ratio	0.13	0.64	0.08	0.56	1.25		0.14	0.93		0.86	0.47	0.16

Intersection Summary

Cycle Length: 130
Actuated Cycle Length: 120.2
Natural Cycle: 150
Control Type: Actuated-Uncoordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	30	502	59	171	855	114	44	87	160	189	168	63
Future Volume (veh/h)	30	502	59	171	855	114	44	87	160	189	168	63
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1881	1881	1881	1900	1845	1845	1900	1863	1863	1863
Adj Flow Rate, veh/h	35	591	37	201	1006	130	52	102	132	222	198	42
Adj No. of Lanes	1	1	1	1	1	0	1	1	0	1	1	1
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Percent Heavy Veh, %	1	1	1	1	1	1	3	3	3	2	2	2
Cap, veh/h	160	850	722	365	778	100	273	111	144	272	425	362
Arrive On Green	0.06	0.45	0.45	0.08	0.48	0.48	0.03	0.15	0.15	0.11	0.23	0.23
Sat Flow, veh/h	1792	1881	1599	1792	1633	211	1757	731	946	1774	1863	1583
Grp Volume(v), veh/h	35	591	37	201	0	1136	52	0	234	222	198	42
Grp Sat Flow(s),veh/h/ln	1792	1881	1599	1792	0	1844	1757	0	1678	1774	1863	1583
Q Serve(g_s), s	1.2	31.0	1.6	7.3	0.0	58.7	3.1	0.0	17.0	12.7	11.3	2.6
Cycle Q Clear(g_c), s	1.2	31.0	1.6	7.3	0.0	58.7	3.1	0.0	17.0	12.7	11.3	2.6
Prop In Lane	1.00		1.00	1.00		0.11	1.00		0.56	1.00		1.00
Lane Grp Cap(c), veh/h	160	850	722	365	0	878	273	0	254	272	425	362
V/C Ratio(X)	0.22	0.70	0.05	0.55	0.00	1.29	0.19	0.00	0.92	0.82	0.47	0.12
Avail Cap(c_a), veh/h	257	896	761	418	0	878	407	0	254	272	425	362
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	27.8	27.0	19.0	20.3	0.0	32.3	42.1	0.0	51.6	38.3	41.1	37.7
Incr Delay (d2), s/veh	0.7	2.2	0.0	1.3	0.0	140.7	0.3	0.0	35.6	17.4	0.8	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	16.6	0.7	3.7	0.0	64.1	1.5	0.0	10.4	7.5	5.9	1.1
LnGrp Delay(d),s/veh	28.5	29.2	19.0	21.6	0.0	173.0	42.4	0.0	87.2	55.7	41.9	37.8
LnGrp LOS	C	C	B	C		F	D		F	E	D	D
Approach Vol, veh/h		663			1337			286			462	
Approach Delay, s/veh		28.6			150.3			79.0			48.1	
Approach LOS		C			F			E			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	13.3	65.0	20.0	25.0	16.3	62.0	10.5	34.5
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	13.7	58.7	13.7	18.7	13.7	58.7	13.7	18.7
Max Q Clear Time (g_c+I1), s	3.2	60.7	14.7	19.0	9.3	33.0	5.1	13.3
Green Ext Time (p_c), s	0.0	0.0	0.0	0.0	0.2	15.1	0.0	1.3

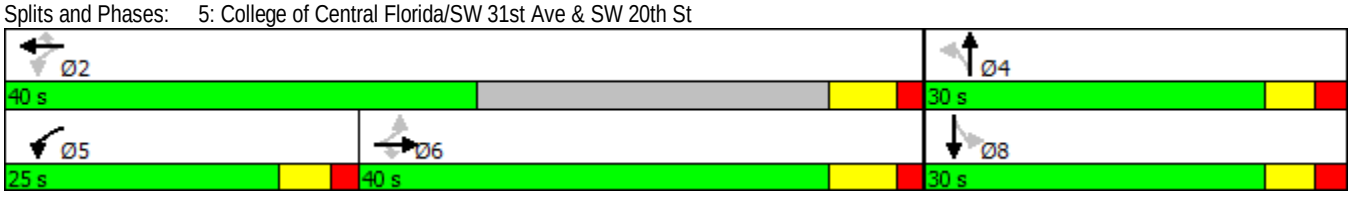
Intersection Summary	
HCM 2010 Ctrl Delay	96.3
HCM 2010 LOS	F

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	39	737	65	109	721	78	60	62	120	77	94	105
Future Volume (vph)	39	737	65	109	721	78	60	62	120	77	94	105
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	1%	1%	1%	2%	2%	2%
Adj. Flow (vph)	45	857	76	127	838	91	70	72	140	90	109	122
Shared Lane Traffic (%)												
Lane Group Flow (vph)	45	857	76	127	838	91	70	212	0	90	231	0
Turn Type	Perm	NA	Perm	pm+pt	NA	Perm	Perm	NA		Perm	NA	
Protected Phases		6		5	2			4			8	
Permitted Phases	6		6	2		2	4			8		
Detector Phase	6	6	6	5	2	2	4	4		8	8	
Switch Phase												
Minimum Initial (s)	15.0	15.0	15.0	5.0	15.0	15.0	8.0	8.0		8.0	8.0	
Minimum Split (s)	28.7	28.7	28.7	10.6	28.7	28.7	27.0	27.0		27.0	27.0	
Total Split (s)	40.0	40.0	40.0	25.0	40.0	40.0	30.0	30.0		30.0	30.0	
Total Split (%)	42.1%	42.1%	42.1%	26.3%	42.1%	42.1%	31.6%	31.6%		31.6%	31.6%	
Yellow Time (s)	4.7	4.7	4.7	3.6	4.7	4.7	3.6	3.6		3.6	3.6	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.4	2.4		2.4	2.4	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.7	6.7	6.7	5.6	6.7	6.7	6.0	6.0		6.0	6.0	
Lead/Lag	Lag	Lag	Lag	Lead								
Lead-Lag Optimize?	Yes	Yes	Yes	Yes								
Recall Mode	Min	Min	Min	None	Min	Min	None	None		None	None	
v/c Ratio	0.16	0.96	0.09	0.39	0.70	0.09	0.42	0.54		0.50	0.64	
Control Delay	16.3	45.1	2.6	10.3	13.2	1.8	35.5	20.7		37.8	29.8	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	16.3	45.1	2.6	10.3	13.2	1.8	35.5	20.7		37.8	29.8	
Queue Length 50th (ft)	11	368	0	17	204	0	29	46		37	73	
Queue Length 95th (ft)	38	#716	15	51	393	15	66	103		80	139	
Internal Link Dist (ft)		3003			1127			192			432	
Turn Bay Length (ft)	150		150	350		200	200			150		
Base Capacity (vph)	287	894	812	566	1535	1322	311	645		338	625	
Starvation Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Reduced v/c Ratio	0.16	0.96	0.09	0.22	0.55	0.07	0.23	0.33		0.27	0.37	

Intersection Summary

Cycle Length: 95
Actuated Cycle Length: 71.6
Natural Cycle: 90
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 5: College of Central Florida/SW 31st Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	39	737	65	109	721	78	60	62	120	77	94	105
Future Volume (veh/h)	39	737	65	109	721	78	60	62	120	77	94	105
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1881	1881	1881	1881	1881	1881	1900	1863	1863	1900
Adj Flow Rate, veh/h	45	857	57	127	838	77	70	72	113	90	109	99
Adj No. of Lanes	1	1	1	1	1	1	1	1	0	1	1	0
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Percent Heavy Veh, %	1	1	1	1	1	1	1	1	1	2	2	2
Cap, veh/h	271	865	735	218	1130	961	237	148	232	253	202	183
Arrive On Green	0.46	0.46	0.46	0.06	0.60	0.60	0.22	0.22	0.22	0.22	0.22	0.22
Sat Flow, veh/h	614	1881	1599	1792	1881	1599	1181	661	1037	1194	901	818
Grp Volume(v), veh/h	45	857	57	127	838	77	70	0	185	90	0	208
Grp Sat Flow(s),veh/h/ln	614	1881	1599	1792	1881	1599	1181	0	1698	1194	0	1718
Q Serve(g_s), s	4.1	32.7	1.4	2.5	23.2	1.5	4.0	0.0	6.9	5.1	0.0	7.7
Cycle Q Clear(g_c), s	17.1	32.7	1.4	2.5	23.2	1.5	11.8	0.0	6.9	12.0	0.0	7.7
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.61	1.00		0.48
Lane Grp Cap(c), veh/h	271	865	735	218	1130	961	237	0	380	253	0	385
V/C Ratio(X)	0.17	0.99	0.08	0.58	0.74	0.08	0.29	0.00	0.49	0.36	0.00	0.54
Avail Cap(c_a), veh/h	271	865	735	584	1130	961	365	0	563	382	0	570
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	20.2	19.4	11.0	16.4	10.4	6.1	30.0	0.0	24.5	29.7	0.0	24.8
Incr Delay (d2), s/veh	0.3	28.2	0.0	2.4	2.7	0.0	0.7	0.0	1.0	0.8	0.0	1.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.7	23.7	0.6	1.4	12.7	0.7	1.3	0.0	3.3	1.8	0.0	3.8
LnGrp Delay(d),s/veh	20.5	47.6	11.0	18.9	13.1	6.1	30.7	0.0	25.5	30.6	0.0	26.0
LnGrp LOS	C	D	B	B	B	A	C		C	C		C
Approach Vol, veh/h		959			1042			255			298	
Approach Delay, s/veh		44.2			13.3			26.9			27.4	
Approach LOS		D			B			C			C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4	5	6		8
Phs Duration (G+Y+Rc), s		50.2		22.2	10.2	40.0		22.2
Change Period (Y+Rc), s		6.7		6.0	5.6	6.7		6.0
Max Green Setting (Gmax), s		33.3		24.0	19.4	33.3		24.0
Max Q Clear Time (g_c+I1), s		25.2		13.8	4.5	34.7		14.0
Green Ext Time (p_c), s		6.2		2.2	0.2	0.0		2.2

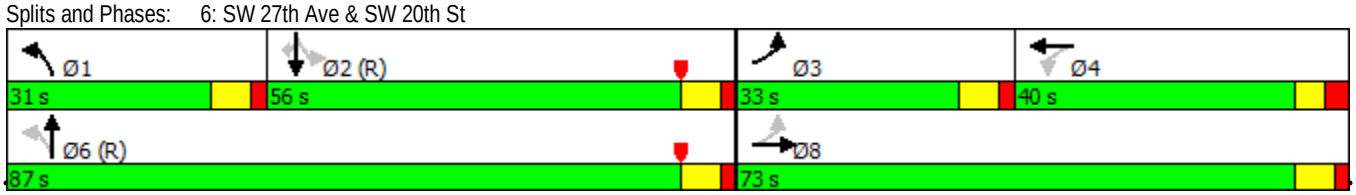
Intersection Summary	
HCM 2010 Ctrl Delay	27.9
HCM 2010 LOS	C

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	294	368	326	17	305	77	290	806	22	66	897	298
Future Volume (vph)	294	368	326	17	305	77	290	806	22	66	897	298
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Heavy Vehicles (%)	1%	1%	1%	0%	0%	0%	2%	2%	2%	1%	1%	1%
Adj. Flow (vph)	313	391	347	18	324	82	309	857	23	70	954	317
Shared Lane Traffic (%)												
Lane Group Flow (vph)	313	738	0	18	406	0	309	880	0	70	954	317
Turn Type	pm+pt	NA		Perm	NA		pm+pt	NA		Perm	NA	Perm
Protected Phases	3	8			4		1	6			2	
Permitted Phases	8			4			6			2		2
Detector Phase	3	8		4	4		1	6		2	2	2
Switch Phase												
Minimum Initial (s)	7.0	7.0		7.0	7.0		7.0	20.0		20.0	20.0	20.0
Minimum Split (s)	13.7	20.0		20.0	20.0		13.7	26.7		26.7	26.7	26.7
Total Split (s)	33.0	73.0		40.0	40.0		31.0	87.0		56.0	56.0	56.0
Total Split (%)	20.6%	45.6%		25.0%	25.0%		19.4%	54.4%		35.0%	35.0%	35.0%
Yellow Time (s)	4.7	4.7		3.6	3.6		4.7	4.7		4.7	4.7	4.7
All-Red Time (s)	2.0	2.0		3.1	3.1		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.7	6.7		6.7	6.7		6.7	6.7		6.7	6.7	6.7
Lead/Lag	Lead			Lag	Lag		Lead			Lag	Lag	Lag
Lead-Lag Optimize?	Yes			Yes	Yes		Yes			Yes	Yes	Yes
Recall Mode	None	None		None	None		None	C-Max		C-Max	C-Max	C-Max
v/c Ratio	0.95	0.99		0.38	1.02		0.98	0.50		0.37	0.87	0.45
Control Delay	84.8	74.9		80.7	108.8		94.5	27.6		50.5	61.7	6.0
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	84.8	74.9		80.7	108.8		94.5	27.6		50.5	61.7	6.0
Queue Length 50th (ft)	274	740		16	~453		275	315		58	497	0
Queue Length 95th (ft)	#462	#1028		49	#674		#479	375		111	589	73
Internal Link Dist (ft)		941			462			544			1105	
Turn Bay Length (ft)	350			200			300			350		400
Base Capacity (vph)	339	744		47	399		315	1770		187	1101	712
Starvation Cap Reductn	0	0		0	0		0	0		0	0	0
Spillback Cap Reductn	0	0		0	0		0	0		0	0	0
Storage Cap Reductn	0	0		0	0		0	0		0	0	0
Reduced v/c Ratio	0.92	0.99		0.38	1.02		0.98	0.50		0.37	0.87	0.45

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 30 (19%), Referenced to phase 2:SBTL and 6:NBTL, Start of Yellow
Natural Cycle: 110
Control Type: Actuated-Coordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 6: SW 27th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	294	368	326	17	305	77	290	806	22	66	897	298
Future Volume (veh/h)	294	368	326	17	305	77	290	806	22	66	897	298
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1900	1900	1900	1900	1863	1863	1900	1881	1881	1881
Adj Flow Rate, veh/h	313	391	326	18	324	72	309	857	22	70	954	211
Adj No. of Lanes	1	1	0	1	1	0	1	2	0	1	2	1
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	1	1	1	0	0	0	2	2	2	1	1	1
Cap, veh/h	332	394	328	48	320	71	329	1770	45	248	1141	510
Arrive On Green	0.16	0.41	0.41	0.21	0.21	0.21	0.14	0.50	0.50	0.32	0.32	0.32
Sat Flow, veh/h	1792	950	792	746	1506	335	1774	3526	91	635	3574	1599
Grp Volume(v), veh/h	313	0	717	18	0	396	309	430	449	70	954	211
Grp Sat Flow(s),veh/h/ln	1792	0	1741	746	0	1841	1774	1770	1847	635	1787	1599
Q Serve(g_s), s	23.6	0.0	65.6	0.7	0.0	34.0	20.3	25.6	25.6	13.5	39.7	16.6
Cycle Q Clear(g_c), s	23.6	0.0	65.6	34.0	0.0	34.0	20.3	25.6	25.6	13.5	39.7	16.6
Prop In Lane	1.00		0.45	1.00		0.18	1.00		0.05	1.00		1.00
Lane Grp Cap(c), veh/h	332	0	722	48	0	391	329	888	927	248	1141	510
V/C Ratio(X)	0.94	0.00	0.99	0.37	0.00	1.01	0.94	0.48	0.48	0.28	0.84	0.41
Avail Cap(c_a), veh/h	339	0	722	48	0	391	349	888	927	248	1141	510
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	50.5	0.0	46.6	79.9	0.0	63.0	42.9	26.2	26.2	41.7	50.6	42.7
Incr Delay (d2), s/veh	33.7	0.0	31.8	4.7	0.0	49.0	32.0	1.9	1.8	2.8	7.3	2.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	16.8	0.0	37.8	0.9	0.0	22.6	16.4	12.9	13.4	2.6	20.8	7.7
LnGrp Delay(d),s/veh	84.2	0.0	78.5	84.6	0.0	112.1	74.9	28.1	28.0	44.5	57.9	45.2
LnGrp LOS	F		E	F		F	E	C	C	D	E	D
Approach Vol, veh/h		1030			414			1188			1235	
Approach Delay, s/veh		80.2			110.9			40.2			55.0	
Approach LOS		F			F			D			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4		6		8
Phs Duration (G+Y+Rc), s	29.2	57.8	32.3	40.7		87.0		73.0
Change Period (Y+Rc), s	6.7	6.7	6.7	6.7		6.7		6.7
Max Green Setting (Gmax), s	24.3	49.3	26.3	33.3		80.3		66.3
Max Q Clear Time (g_c+I1), s	22.3	41.7	25.6	36.0		27.6		67.6
Green Ext Time (p_c), s	0.2	6.0	0.1	0.0		20.8		0.0

Intersection Summary	
HCM 2010 Ctrl Delay	63.2
HCM 2010 LOS	E

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	90	300	210	101	402	168	185	444	111	105	420	175
Future Volume (vph)	90	300	210	101	402	168	185	444	111	105	420	175
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles (%)	4%	4%	4%	2%	2%	2%	0%	0%	0%	4%	4%	4%
Adj. Flow (vph)	93	309	216	104	414	173	191	458	114	108	433	180
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	618	0	0	691	0	191	572	0	108	613	0
Sign Control		Stop			Stop			Stop			Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Intersection Delay, s/veh	219.9
Intersection LOS	F

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	90	300	210	101	402	168	185	444	111	105	420	175
Future Vol, veh/h	90	300	210	101	402	168	185	444	111	105	420	175
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles, %	4	4	4	2	2	2	0	0	0	4	4	4
Mvmt Flow	93	309	216	104	414	173	191	458	114	108	433	180
Number of Lanes	0	1	0	0	1	0	1	2	0	1	2	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	3	3
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	3	3	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	3	3	1	1
HCM Control Delay	368.6	459.5	43.8	48.9
HCM LOS	F	F	E	E

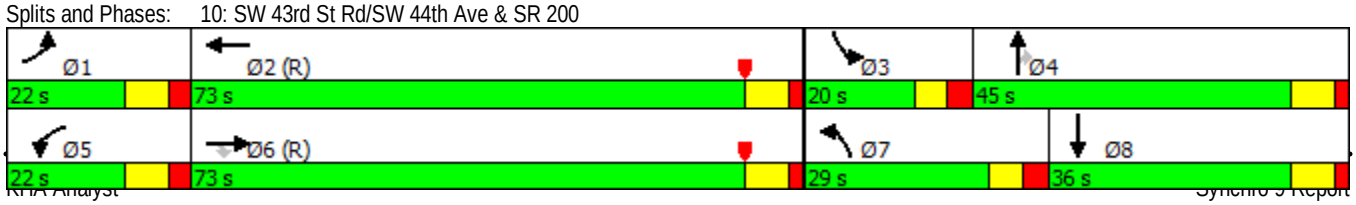
Lane	NBLn1	NBLn2	NBLn3	EBLn1	WBLn1	SBLn1	SBLn2	SBLn3
Vol Left, %	100%	0%	0%	15%	15%	100%	0%	0%
Vol Thru, %	0%	100%	57%	50%	60%	0%	100%	44%
Vol Right, %	0%	0%	43%	35%	25%	0%	0%	56%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	185	296	259	600	671	105	280	315
LT Vol	185	0	0	90	101	105	0	0
Through Vol	0	296	148	300	402	0	280	140
RT Vol	0	0	111	210	168	0	0	175
Lane Flow Rate	191	305	267	619	692	108	289	325
Geometry Grp	7	7	7	7	7	7	7	7
Degree of Util (X)	0.539	0.821	0.696	1.726	1.937	0.309	0.784	0.847
Departure Headway (Hd)	13.486	12.935	12.604	12.262	11.89	13.286	12.735	12.306
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	269	284	288	303	311	273	286	299
Service Time	11.186	10.635	10.304	9.962	9.59	10.986	10.435	10.006
HCM Lane V/C Ratio	0.71	1.074	0.927	2.043	2.225	0.396	1.01	1.087
HCM Control Delay	30.9	55.4	39.8	368.6	459.5	21.8	49.6	57.2
HCM Lane LOS	D	F	E	F	F	C	E	F
HCM 95th-tile Q	2.9	6.7	4.8	32.5	40.8	1.3	6.1	7.2

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	264	1716	660	252	2016	202	462	770	308	119	514	158
Future Volume (vph)	264	1716	660	252	2016	202	462	770	308	119	514	158
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles (%)	2%	2%	2%	1%	1%	1%	1%	1%	1%	2%	2%	2%
Adj. Flow (vph)	272	1769	680	260	2078	208	476	794	318	123	530	163
Shared Lane Traffic (%)												
Lane Group Flow (vph)	272	1769	680	260	2286	0	476	794	318	123	693	0
Turn Type	Prot	NA	Perm	Prot	NA		Prot	NA	Perm	Prot	NA	
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases			6						4			
Detector Phase	1	6	6	5	2		7	4	4	3	8	
Switch Phase												
Minimum Initial (s)	7.0	20.0	20.0	7.0	20.0		7.0	20.0	20.0	7.0	20.0	
Minimum Split (s)	15.0	27.2	27.2	15.0	27.2		14.0	27.2	27.2	15.0	28.2	
Total Split (s)	22.0	73.0	73.0	22.0	73.0		29.0	45.0	45.0	20.0	36.0	
Total Split (%)	13.8%	45.6%	45.6%	13.8%	45.6%		18.1%	28.1%	28.1%	12.5%	22.5%	
Yellow Time (s)	5.2	5.2	5.2	5.2	5.2		4.0	5.2	5.2	4.0	5.2	
All-Red Time (s)	2.8	2.0	2.0	2.8	2.0		3.0	2.0	2.0	3.0	2.0	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	8.0	7.2	7.2	8.0	7.2		7.0	7.2	7.2	7.0	7.2	
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag	Lag	Lead	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes	
Recall Mode	None	C-Min	C-Min	None	C-Min		None	None	None	None	None	
v/c Ratio	1.77	0.85	0.82	1.67	1.09		1.00	0.94	0.61	0.87	1.10	
Control Delay	408.0	47.3	32.3	368.7	79.1		108.9	78.3	27.2	119.2	122.0	
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	408.0	47.3	32.3	368.7	79.1		108.9	78.3	27.2	119.2	122.0	
Queue Length 50th (ft)	~422	608	389	~402	~986		260	433	122	129	~420	
Queue Length 95th (ft)	#615	673	587	m#554	#1056		#382	#560	233	#254	#552	
Internal Link Dist (ft)		1071			738			670			1631	
Turn Bay Length (ft)	390		670	375								
Base Capacity (vph)	154	2091	826	156	2090		476	848	522	143	632	
Starvation Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Reduced v/c Ratio	1.77	0.85	0.82	1.67	1.09		1.00	0.94	0.61	0.86	1.10	

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 111 (69%), Referenced to phase 2:WBT and 6:EBT, Start of Yellow
Natural Cycle: 145
Control Type: Actuated-Coordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 10: SW 43rd St Rd/SW 44th Ave & SR 200



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	264	1716	660	252	2016	202	462	770	308	119	514	158
Future Volume (veh/h)	264	1716	660	252	2016	202	462	770	308	119	514	158
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1881	1881	1900	1881	1881	1881	1863	1863	1900
Adj Flow Rate, veh/h	272	1769	464	260	2078	136	476	794	148	123	530	101
Adj No. of Lanes	1	3	1	1	3	0	2	2	1	1	2	0
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	2	2	2	1	1	1	1	1	1	2	2	2
Cap, veh/h	155	2091	651	157	2026	132	478	847	379	143	534	101
Arrive On Green	0.09	0.41	0.41	0.12	0.55	0.55	0.14	0.24	0.24	0.08	0.18	0.18
Sat Flow, veh/h	1774	5085	1583	1792	4928	321	3476	3574	1599	1774	2969	564
Grp Volume(v), veh/h	272	1769	464	260	1440	774	476	794	148	123	315	316
Grp Sat Flow(s),veh/h/ln	1774	1695	1583	1792	1712	1825	1738	1787	1599	1774	1770	1763
Q Serve(g_s), s	14.0	50.2	39.0	14.0	65.8	65.8	21.9	34.9	12.5	11.0	28.4	28.6
Cycle Q Clear(g_c), s	14.0	50.2	39.0	14.0	65.8	65.8	21.9	34.9	12.5	11.0	28.4	28.6
Prop In Lane	1.00		1.00	1.00		0.18	1.00		1.00	1.00		0.32
Lane Grp Cap(c), veh/h	155	2091	651	157	1408	750	478	847	379	143	319	317
V/C Ratio(X)	1.75	0.85	0.71	1.66	1.02	1.03	1.00	0.94	0.39	0.86	0.99	1.00
Avail Cap(c_a), veh/h	155	2091	651	157	1408	750	478	847	379	144	319	317
HCM Platoon Ratio	1.00	1.00	1.00	1.33	1.33	1.33	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	73.0	42.5	39.2	70.7	36.2	36.2	69.0	59.9	51.3	72.7	65.4	65.5
Incr Delay (d2), s/veh	363.7	4.4	6.5	322.9	29.9	41.1	40.1	17.7	0.7	37.3	47.3	49.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	22.5	24.3	18.2	21.0	36.6	41.4	13.2	19.3	5.6	6.8	18.1	18.3
LnGrp Delay(d),s/veh	436.7	47.0	45.7	393.6	66.2	77.4	109.0	77.6	52.0	110.0	112.7	114.8
LnGrp LOS	F	D	D	F	F	F	F	E	D	F	F	F
Approach Vol, veh/h		2505			2474			1418			754	
Approach Delay, s/veh		89.1			104.1			85.5			113.1	
Approach LOS		F			F			F			F	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	22.0	73.0	19.9	45.1	22.0	73.0	29.0	36.0
Change Period (Y+Rc), s	* 8	7.2	7.0	7.2	* 8	7.2	7.0	7.2
Max Green Setting (Gmax), s	* 14	65.8	13.0	37.8	* 14	65.8	22.0	28.8
Max Q Clear Time (g_c+I1), s	16.0	67.8	13.0	36.9	16.0	52.2	23.9	30.6
Green Ext Time (p_c), s	0.0	0.0	0.0	0.7	0.0	13.3	0.0	0.0

Intersection Summary	
HCM 2010 Ctrl Delay	96.1
HCM 2010 LOS	F

Notes

User approved ignoring U-Turning movement.

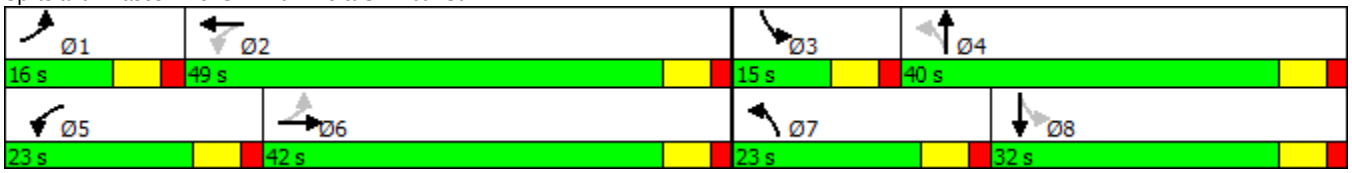
* HCM 2010 computational engine requires equal clearance times for the phases crossing the barrier.

PM Peak Hour Future Year Background Traffic Conditions with Improvement

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	88	572	220	131	696	44	143	285	143	89	295	207
Future Volume (vph)	88	572	220	131	696	44	143	285	143	89	295	207
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	0%	0%	0%	2%	2%	2%
Adj. Flow (vph)	97	629	242	144	765	48	157	313	157	98	324	227
Shared Lane Traffic (%)												
Lane Group Flow (vph)	97	871	0	144	813	0	157	470	0	98	551	0
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA		pm+pt	NA	
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6			2			4			8		
Detector Phase	1	6		5	2		7	4		3	8	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	11.3	24.3		11.3	24.3		11.3	24.3		11.3	24.3	
Total Split (s)	16.0	42.0		23.0	49.0		23.0	40.0		15.0	32.0	
Total Split (%)	13.3%	35.0%		19.2%	40.8%		19.2%	33.3%		12.5%	26.7%	
Yellow Time (s)	4.3	4.3		4.3	4.3		4.3	4.3		4.3	4.3	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.3	6.3		6.3	6.3		6.3	6.3		6.3	6.3	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Recall Mode	None	Min		None	Min		None	None		None	None	
v/c Ratio	0.34	0.82		0.51	0.63		0.50	0.48		0.31	0.74	
Control Delay	19.0	38.1		21.8	29.9		27.1	28.8		24.4	35.3	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	19.0	38.1		21.8	29.9		27.1	28.8		24.4	35.3	
Queue Length 50th (ft)	32	248		49	227		65	115		39	130	
Queue Length 95th (ft)	71	393		100	343		126	183		83	219	
Internal Link Dist (ft)		4996			2796			7224			1805	
Turn Bay Length (ft)	250			250			250			250		
Base Capacity (vph)	320	1326		388	1608		396	1273		336	1003	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.30	0.66		0.37	0.51		0.40	0.37		0.29	0.55	

Intersection Summary
Cycle Length: 120
Actuated Cycle Length: 97.4
Natural Cycle: 75
Control Type: Actuated-Uncoordinated

Splits and Phases: 3: SW 44th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	88	572	220	131	696	44	143	285	143	89	295	207
Future Volume (veh/h)	88	572	220	131	696	44	143	285	143	89	295	207
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1900	1881	1881	1900	1900	1900	1900	1863	1863	1900
Adj Flow Rate, veh/h	97	629	242	144	765	48	157	313	157	98	324	227
Adj No. of Lanes	1	2	0	1	2	0	1	2	0	1	2	0
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	1	1	1	1	1	1	0	0	0	2	2	2
Cap, veh/h	289	841	323	285	1211	76	302	595	292	309	450	308
Arrive On Green	0.05	0.33	0.33	0.07	0.35	0.35	0.09	0.25	0.25	0.06	0.22	0.22
Sat Flow, veh/h	1792	2526	971	1792	3416	214	1810	2349	1152	1774	2011	1378
Grp Volume(v), veh/h	97	445	426	144	400	413	157	239	231	98	284	267
Grp Sat Flow(s),veh/h/ln	1792	1787	1710	1792	1787	1843	1810	1805	1697	1774	1770	1620
Q Serve(g_s), s	3.2	19.9	19.9	4.7	16.7	16.8	5.9	10.2	10.6	3.8	13.4	13.8
Cycle Q Clear(g_c), s	3.2	19.9	19.9	4.7	16.7	16.8	5.9	10.2	10.6	3.8	13.4	13.8
Prop In Lane	1.00		0.57	1.00		0.12	1.00		0.68	1.00		0.85
Lane Grp Cap(c), veh/h	289	595	569	285	634	654	302	457	429	309	396	362
V/C Ratio(X)	0.34	0.75	0.75	0.51	0.63	0.63	0.52	0.52	0.54	0.32	0.72	0.74
Avail Cap(c_a), veh/h	387	709	679	484	849	875	478	676	636	376	506	463
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	19.3	26.6	26.6	20.0	24.1	24.1	24.6	28.9	29.0	24.9	32.3	32.4
Incr Delay (d2), s/veh	0.7	3.6	3.8	1.4	1.0	1.0	1.4	0.9	1.1	0.6	3.5	4.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.6	10.4	9.9	2.3	8.4	8.7	3.0	5.2	5.1	1.9	6.9	6.6
LnGrp Delay(d),s/veh	20.0	30.2	30.4	21.4	25.2	25.2	26.0	29.8	30.1	25.5	35.8	36.9
LnGrp LOS	C	C	C	C	C	C	C	C	C	C	D	D
Approach Vol, veh/h		968			957			627			649	
Approach Delay, s/veh		29.3			24.6			29.0			34.7	
Approach LOS		C			C			C			C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	11.1	38.2	11.6	29.1	13.0	36.3	14.3	26.4
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	9.7	42.7	8.7	33.7	16.7	35.7	16.7	25.7
Max Q Clear Time (g_c+I1), s	5.2	18.8	5.8	12.6	6.7	21.9	7.9	15.8
Green Ext Time (p_c), s	0.1	11.0	0.1	6.4	0.2	8.0	0.2	4.4

Intersection Summary	
HCM 2010 Ctrl Delay	28.9
HCM 2010 LOS	C

Notes

User approved pedestrian interval to be less than phase max green.

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	30	502	59	171	855	114	44	87	160	189	168	63
Future Volume (vph)	30	502	59	171	855	114	44	87	160	189	168	63
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	3%	3%	3%	2%	2%	2%
Adj. Flow (vph)	35	591	69	201	1006	134	52	102	188	222	198	74
Shared Lane Traffic (%)												
Lane Group Flow (vph)	35	591	69	201	1140	0	52	290	0	222	198	74
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		8
Detector Phase	1	6	6	5	2		7	4		3	8	8
Switch Phase												
Minimum Initial (s)	5.0	20.0	20.0	10.0	20.0		5.0	10.0		5.0	10.0	10.0
Minimum Split (s)	12.0	26.3	26.3	16.3	26.3		15.0	20.0		15.0	20.0	20.0
Total Split (s)	12.0	67.0	67.0	19.0	74.0		15.0	31.0		23.0	39.0	39.0
Total Split (%)	8.6%	47.9%	47.9%	13.6%	52.9%		10.7%	22.1%		16.4%	27.9%	27.9%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3		4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3		6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None		None	None	None
v/c Ratio	0.18	0.87	0.10	0.70	0.69		0.16	0.83		0.70	0.39	0.13
Control Delay	16.9	48.9	0.3	31.0	28.0		29.7	59.1		42.1	41.6	0.5
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	16.9	48.9	0.3	31.0	28.0		29.7	59.1		42.1	41.6	0.5
Queue Length 50th (ft)	13	436	0	85	401		26	178		123	129	0
Queue Length 95th (ft)	28	536	0	138	441		60	#325		211	220	0
Internal Link Dist (ft)		2796			3003			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	194	1009	961	299	2107		346	409		344	540	581
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	0
Reduced v/c Ratio	0.18	0.59	0.07	0.67	0.54		0.15	0.71		0.65	0.37	0.13

Intersection Summary

Cycle Length: 140
Actuated Cycle Length: 116.8
Natural Cycle: 90
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	30	502	59	171	855	114	44	87	160	189	168	63
Future Volume (veh/h)	30	502	59	171	855	114	44	87	160	189	168	63
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1881	1881	1881	1900	1845	1845	1900	1863	1863	1863
Adj Flow Rate, veh/h	35	591	37	201	1006	125	52	102	132	222	198	42
Adj No. of Lanes	1	1	1	1	2	0	1	1	0	1	1	1
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Percent Heavy Veh, %	1	1	1	1	1	1	3	3	3	2	2	2
Cap, veh/h	224	760	646	326	1480	184	307	122	158	311	466	396
Arrive On Green	0.03	0.40	0.40	0.09	0.46	0.46	0.04	0.17	0.17	0.12	0.25	0.25
Sat Flow, veh/h	1792	1881	1599	1792	3201	397	1757	731	946	1774	1863	1583
Grp Volume(v), veh/h	35	591	37	201	561	570	52	0	234	222	198	42
Grp Sat Flow(s),veh/h/ln	1792	1881	1599	1792	1787	1811	1757	0	1678	1774	1863	1583
Q Serve(g_s), s	1.3	31.0	1.6	7.0	27.9	28.0	2.8	0.0	15.3	11.3	10.1	2.3
Cycle Q Clear(g_c), s	1.3	31.0	1.6	7.0	27.9	28.0	2.8	0.0	15.3	11.3	10.1	2.3
Prop In Lane	1.00		1.00	1.00		0.22	1.00		0.56	1.00		1.00
Lane Grp Cap(c), veh/h	224	760	646	326	827	838	307	0	280	311	466	396
V/C Ratio(X)	0.16	0.78	0.06	0.62	0.68	0.68	0.17	0.00	0.84	0.71	0.42	0.11
Avail Cap(c_a), veh/h	262	1007	856	369	1067	1081	379	0	365	361	537	456
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	20.7	29.4	20.6	21.8	23.9	23.9	37.2	0.0	45.7	33.1	35.7	32.7
Incr Delay (d2), s/veh	0.3	2.8	0.0	2.5	1.2	1.2	0.3	0.0	12.2	5.5	0.6	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.7	16.7	0.7	3.7	14.0	14.2	1.4	0.0	8.0	6.0	5.3	1.0
LnGrp Delay(d),s/veh	21.0	32.2	20.7	24.3	25.1	25.1	37.4	0.0	58.0	38.6	36.3	32.9
LnGrp LOS	C	C	C	C	C	C	D		E	D	D	C
Approach Vol, veh/h		663			1332			286			462	
Approach Delay, s/veh		31.0			24.9			54.2			37.1	
Approach LOS		C			C			D			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	9.6	58.8	19.8	25.2	16.3	52.1	10.3	34.7
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	5.7	67.7	16.7	24.7	12.7	60.7	8.7	32.7
Max Q Clear Time (g_c+I1), s	3.3	30.0	13.3	17.3	9.0	33.0	4.8	12.1
Green Ext Time (p_c), s	0.0	14.5	0.2	1.6	0.2	12.9	0.0	2.7

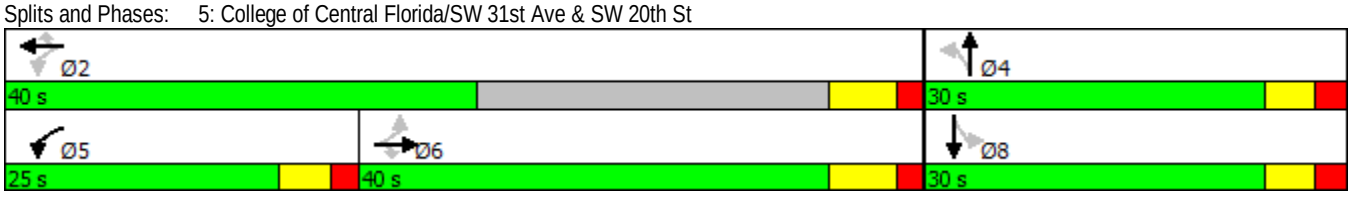
Intersection Summary	
HCM 2010 Ctrl Delay	31.5
HCM 2010 LOS	C

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	39	737	65	109	721	78	60	62	120	77	94	105
Future Volume (vph)	39	737	65	109	721	78	60	62	120	77	94	105
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	1%	1%	1%	2%	2%	2%
Adj. Flow (vph)	45	857	76	127	838	91	70	72	140	90	109	122
Shared Lane Traffic (%)												
Lane Group Flow (vph)	45	857	76	127	838	91	70	212	0	90	231	0
Turn Type	Perm	NA	Perm	pm+pt	NA	Perm	Perm	NA		Perm	NA	
Protected Phases		6		5	2			4			8	
Permitted Phases	6		6	2		2	4			8		
Detector Phase	6	6	6	5	2	2	4	4		8	8	
Switch Phase												
Minimum Initial (s)	15.0	15.0	15.0	5.0	15.0	15.0	8.0	8.0		8.0	8.0	
Minimum Split (s)	28.7	28.7	28.7	10.6	28.7	28.7	27.0	27.0		27.0	27.0	
Total Split (s)	40.0	40.0	40.0	25.0	40.0	40.0	30.0	30.0		30.0	30.0	
Total Split (%)	42.1%	42.1%	42.1%	26.3%	42.1%	42.1%	31.6%	31.6%		31.6%	31.6%	
Yellow Time (s)	4.7	4.7	4.7	3.6	4.7	4.7	3.6	3.6		3.6	3.6	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.4	2.4		2.4	2.4	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.7	6.7	6.7	5.6	6.7	6.7	6.0	6.0		6.0	6.0	
Lead/Lag	Lag	Lag	Lag	Lead								
Lead-Lag Optimize?	Yes	Yes	Yes	Yes								
Recall Mode	Min	Min	Min	None	Min	Min	None	None		None	None	
v/c Ratio	0.16	0.96	0.09	0.39	0.70	0.09	0.42	0.54		0.50	0.64	
Control Delay	16.3	45.1	2.6	10.3	13.2	1.8	35.5	20.7		37.8	29.8	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	16.3	45.1	2.6	10.3	13.2	1.8	35.5	20.7		37.8	29.8	
Queue Length 50th (ft)	11	368	0	17	204	0	29	46		37	73	
Queue Length 95th (ft)	38	#716	15	51	393	15	66	103		80	139	
Internal Link Dist (ft)		3003			1127			192			432	
Turn Bay Length (ft)	150		150	350		200	200			150		
Base Capacity (vph)	287	894	812	566	1535	1322	311	645		338	625	
Starvation Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Reduced v/c Ratio	0.16	0.96	0.09	0.22	0.55	0.07	0.23	0.33		0.27	0.37	

Intersection Summary

Cycle Length: 95
Actuated Cycle Length: 71.6
Natural Cycle: 90
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 5: College of Central Florida/SW 31st Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	39	737	65	109	721	78	60	62	120	77	94	105
Future Volume (veh/h)	39	737	65	109	721	78	60	62	120	77	94	105
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1881	1881	1881	1881	1881	1881	1900	1863	1863	1900
Adj Flow Rate, veh/h	45	857	57	127	838	77	70	72	113	90	109	99
Adj No. of Lanes	1	1	1	1	1	1	1	1	0	1	1	0
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Percent Heavy Veh, %	1	1	1	1	1	1	1	1	1	2	2	2
Cap, veh/h	271	865	735	218	1130	961	237	148	232	253	202	183
Arrive On Green	0.46	0.46	0.46	0.06	0.60	0.60	0.22	0.22	0.22	0.22	0.22	0.22
Sat Flow, veh/h	614	1881	1599	1792	1881	1599	1181	661	1037	1194	901	818
Grp Volume(v), veh/h	45	857	57	127	838	77	70	0	185	90	0	208
Grp Sat Flow(s),veh/h/ln	614	1881	1599	1792	1881	1599	1181	0	1698	1194	0	1718
Q Serve(g_s), s	4.1	32.7	1.4	2.5	23.2	1.5	4.0	0.0	6.9	5.1	0.0	7.7
Cycle Q Clear(g_c), s	17.1	32.7	1.4	2.5	23.2	1.5	11.8	0.0	6.9	12.0	0.0	7.7
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.61	1.00		0.48
Lane Grp Cap(c), veh/h	271	865	735	218	1130	961	237	0	380	253	0	385
V/C Ratio(X)	0.17	0.99	0.08	0.58	0.74	0.08	0.29	0.00	0.49	0.36	0.00	0.54
Avail Cap(c_a), veh/h	271	865	735	584	1130	961	365	0	563	382	0	570
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	20.2	19.4	11.0	16.4	10.4	6.1	30.0	0.0	24.5	29.7	0.0	24.8
Incr Delay (d2), s/veh	0.3	28.2	0.0	2.4	2.7	0.0	0.7	0.0	1.0	0.8	0.0	1.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.7	23.7	0.6	1.4	12.7	0.7	1.3	0.0	3.3	1.8	0.0	3.8
LnGrp Delay(d),s/veh	20.5	47.6	11.0	18.9	13.1	6.1	30.7	0.0	25.5	30.6	0.0	26.0
LnGrp LOS	C	D	B	B	B	A	C		C	C		C
Approach Vol, veh/h		959			1042			255			298	
Approach Delay, s/veh		44.2			13.3			26.9			27.4	
Approach LOS		D			B			C			C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4	5	6		8
Phs Duration (G+Y+Rc), s		50.2		22.2	10.2	40.0		22.2
Change Period (Y+Rc), s		6.7		6.0	5.6	6.7		6.0
Max Green Setting (Gmax), s		33.3		24.0	19.4	33.3		24.0
Max Q Clear Time (g_c+I1), s		25.2		13.8	4.5	34.7		14.0
Green Ext Time (p_c), s		6.2		2.2	0.2	0.0		2.2

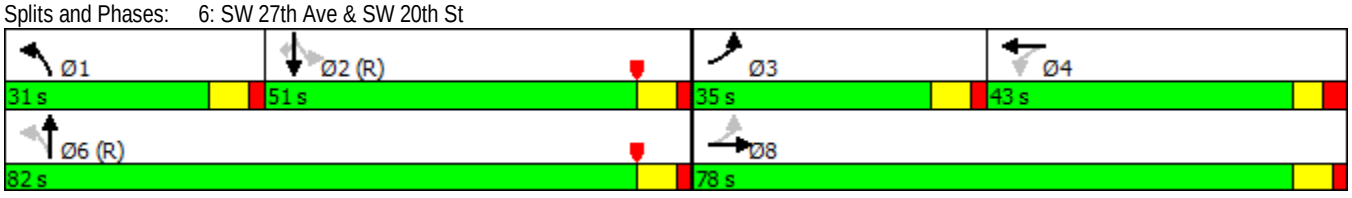
Intersection Summary	
HCM 2010 Ctrl Delay	27.9
HCM 2010 LOS	C

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	294	368	326	17	305	77	290	806	22	66	897	298
Future Volume (vph)	294	368	326	17	305	77	290	806	22	66	897	298
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Heavy Vehicles (%)	1%	1%	1%	0%	0%	0%	2%	2%	2%	1%	1%	1%
Adj. Flow (vph)	313	391	347	18	324	82	309	857	23	70	954	317
Shared Lane Traffic (%)												
Lane Group Flow (vph)	313	738	0	18	406	0	309	880	0	70	954	317
Turn Type	pm+pt	NA		Perm	NA		pm+pt	NA		Perm	NA	Perm
Protected Phases	3	8			4		1	6			2	
Permitted Phases	8			4			6			2		2
Detector Phase	3	8		4	4		1	6		2	2	2
Switch Phase												
Minimum Initial (s)	7.0	7.0		7.0	7.0		7.0	20.0		20.0	20.0	20.0
Minimum Split (s)	13.7	20.0		20.0	20.0		13.7	26.7		26.7	26.7	26.7
Total Split (s)	35.0	78.0		43.0	43.0		31.0	82.0		51.0	51.0	51.0
Total Split (%)	21.9%	48.8%		26.9%	26.9%		19.4%	51.3%		31.9%	31.9%	31.9%
Yellow Time (s)	4.7	4.7		3.6	3.6		4.7	4.7		4.7	4.7	4.7
All-Red Time (s)	2.0	2.0		3.1	3.1		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.7	6.7		6.7	6.7		6.7	6.7		6.7	6.7	6.7
Lead/Lag	Lead			Lag	Lag		Lead			Lag	Lag	Lag
Lead-Lag Optimize?	Yes			Yes	Yes		Yes			Yes	Yes	Yes
Recall Mode	None	None		None	None		None	C-Max		C-Max	C-Max	C-Max
v/c Ratio	0.92	0.95		0.30	0.96		0.97	0.52		0.40	0.93	0.46
Control Delay	77.9	63.0		66.6	93.5		91.0	30.3		55.5	71.4	6.6
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	77.9	63.0		66.6	93.5		91.0	30.3		55.5	71.4	6.6
Queue Length 50th (ft)	268	696		16	418		276	336		60	521	0
Queue Length 95th (ft)	#435	#967		45	#636		#481	400		116	#663	77
Internal Link Dist (ft)		941			462			544			1105	
Turn Bay Length (ft)	350			200			300			350		400
Base Capacity (vph)	361	798		61	428		319	1701		174	1023	683
Starvation Cap Reductn	0	0		0	0		0	0		0	0	0
Spillback Cap Reductn	0	0		0	0		0	0		0	0	0
Storage Cap Reductn	0	0		0	0		0	0		0	0	0
Reduced v/c Ratio	0.87	0.92		0.30	0.95		0.97	0.52		0.40	0.93	0.46

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 30 (19%), Referenced to phase 2:SBTL and 6:NBTL, Start of Yellow
Natural Cycle: 110
Control Type: Actuated-Coordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 6: SW 27th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	294	368	326	17	305	77	290	806	22	66	897	298
Future Volume (veh/h)	294	368	326	17	305	77	290	806	22	66	897	298
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1900	1900	1900	1900	1863	1863	1900	1881	1881	1881
Adj Flow Rate, veh/h	313	391	326	18	324	72	309	857	22	70	954	211
Adj No. of Lanes	1	1	0	1	1	0	1	2	0	1	2	1
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	1	1	1	0	0	0	2	2	2	1	1	1
Cap, veh/h	336	405	337	63	360	80	328	1728	44	236	1077	482
Arrive On Green	0.15	0.43	0.43	0.24	0.24	0.24	0.15	0.49	0.49	0.30	0.30	0.30
Sat Flow, veh/h	1792	950	792	746	1506	335	1774	3526	91	635	3574	1599
Grp Volume(v), veh/h	313	0	717	18	0	396	309	430	449	70	954	211
Grp Sat Flow(s),veh/h/ln	1792	0	1741	746	0	1841	1774	1770	1847	635	1787	1599
Q Serve(g_s), s	20.8	0.0	64.3	3.9	0.0	33.4	21.4	26.2	26.2	13.9	40.7	17.0
Cycle Q Clear(g_c), s	20.8	0.0	64.3	38.2	0.0	33.4	21.4	26.2	26.2	13.9	40.7	17.0
Prop In Lane	1.00		0.45	1.00		0.18	1.00		0.05	1.00		1.00
Lane Grp Cap(c), veh/h	336	0	742	63	0	440	328	867	905	236	1077	482
V/C Ratio(X)	0.93	0.00	0.97	0.28	0.00	0.90	0.94	0.50	0.50	0.30	0.89	0.44
Avail Cap(c_a), veh/h	392	0	776	63	0	440	337	867	905	236	1077	482
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	41.4	0.0	44.8	78.0	0.0	59.0	45.9	27.5	27.5	43.9	53.3	45.0
Incr Delay (d2), s/veh	26.9	0.0	23.8	2.4	0.0	21.1	33.7	2.0	1.9	3.2	10.7	2.9
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	16.2	0.0	35.8	0.8	0.0	19.5	16.5	13.3	13.8	2.6	21.7	7.9
LnGrp Delay(d),s/veh	68.3	0.0	68.6	80.4	0.0	80.1	79.6	29.5	29.4	47.1	64.0	47.9
LnGrp LOS	E		E	F		F	E	C	C	D	E	D
Approach Vol, veh/h		1030			414			1188			1235	
Approach Delay, s/veh		68.5			80.2			42.5			60.3	
Approach LOS		E			F			D			E	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4		6		8
Phs Duration (G+Y+Rc), s	30.2	54.9	29.9	44.9		85.1		74.9
Change Period (Y+Rc), s	6.7	6.7	6.7	6.7		6.7		6.7
Max Green Setting (Gmax), s	24.3	44.3	28.3	36.3		75.3		71.3
Max Q Clear Time (g_c+I1), s	23.4	42.7	22.8	40.2		28.2		66.3
Green Ext Time (p_c), s	0.1	1.4	0.4	0.0		20.0		1.9

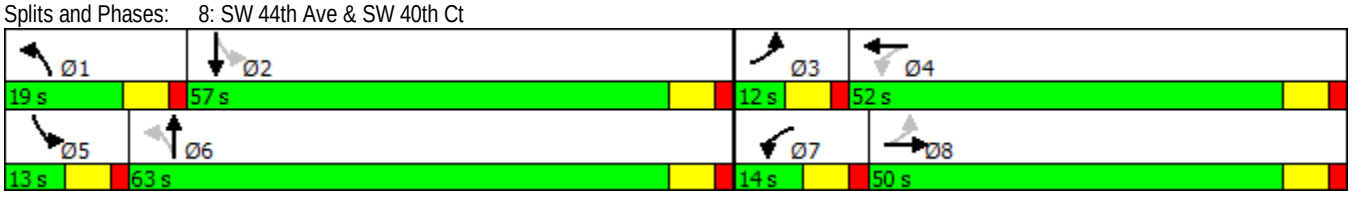
Intersection Summary	
HCM 2010 Ctrl Delay	59.1
HCM 2010 LOS	E

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	90	300	210	101	402	168	185	444	111	105	420	175
Future Volume (vph)	90	300	210	101	402	168	185	444	111	105	420	175
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles (%)	4%	4%	4%	2%	2%	2%	0%	0%	0%	4%	4%	4%
Adj. Flow (vph)	93	309	216	104	414	173	191	458	114	108	433	180
Shared Lane Traffic (%)												
Lane Group Flow (vph)	93	525	0	104	587	0	191	572	0	108	613	0
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA		pm+pt	NA	
Protected Phases	3	8		7	4		1	6		5	2	
Permitted Phases	8			4			6			2		
Detector Phase	3	8		7	4		1	6		5	2	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	15.0	20.0		15.0	20.0		15.0	25.0		15.0	25.0	
Total Split (s)	12.0	50.0		14.0	52.0		19.0	63.0		13.0	57.0	
Total Split (%)	8.6%	35.7%		10.0%	37.1%		13.6%	45.0%		9.3%	40.7%	
Yellow Time (s)	4.8	4.8		4.8	4.8		4.8	4.8		4.8	4.8	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.8	6.8		6.8	6.8		6.8	6.8		6.8	6.8	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Recall Mode	None	None		None	None		None	Min		None	Min	
v/c Ratio	0.45	0.80		0.40	0.83		0.70	0.59		0.45	0.79	
Control Delay	25.5	42.1		21.6	43.5		38.3	36.9		30.6	46.2	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	25.5	42.1		21.6	43.5		38.3	36.9		30.6	46.2	
Queue Length 50th (ft)	36	330		40	380		96	184		52	210	
Queue Length 95th (ft)	74	#562		82	#642		151	241		90	275	
Internal Link Dist (ft)		1473			795			1631			7224	
Turn Bay Length (ft)	255			255			255			255		
Base Capacity (vph)	205	666		264	716		283	1741		241	1490	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.45	0.79		0.39	0.82		0.67	0.33		0.45	0.41	

Intersection Summary

Cycle Length: 140
Actuated Cycle Length: 114.4
Natural Cycle: 90
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 8: SW 44th Ave & SW 40th Ct



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	90	300	210	101	402	168	185	444	111	105	420	175
Future Volume (veh/h)	90	300	210	101	402	168	185	444	111	105	420	175
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1827	1827	1900	1863	1863	1900	1900	1900	1900	1827	1827	1900
Adj Flow Rate, veh/h	93	309	216	104	414	173	191	458	114	108	433	180
Adj No. of Lanes	1	1	0	1	1	0	1	2	0	1	2	0
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	4	4	4	2	2	2	0	0	0	4	4	4
Cap, veh/h	186	361	253	222	459	192	307	844	209	288	609	251
Arrive On Green	0.05	0.36	0.36	0.05	0.37	0.37	0.09	0.29	0.29	0.05	0.25	0.25
Sat Flow, veh/h	1740	1002	701	1774	1249	522	1810	2870	709	1740	2400	988
Grp Volume(v), veh/h	93	0	525	104	0	587	191	287	285	108	312	301
Grp Sat Flow(s),veh/h/ln	1740	0	1703	1774	0	1771	1810	1805	1775	1740	1736	1653
Q Serve(g_s), s	3.8	0.0	32.5	4.2	0.0	35.8	8.8	15.2	15.4	5.2	18.6	18.9
Cycle Q Clear(g_c), s	3.8	0.0	32.5	4.2	0.0	35.8	8.8	15.2	15.4	5.2	18.6	18.9
Prop In Lane	1.00		0.41	1.00		0.29	1.00		0.40	1.00		0.60
Lane Grp Cap(c), veh/h	186	0	614	222	0	650	307	531	522	288	440	419
V/C Ratio(X)	0.50	0.00	0.85	0.47	0.00	0.90	0.62	0.54	0.55	0.37	0.71	0.72
Avail Cap(c_a), veh/h	186	0	646	241	0	702	329	890	875	288	764	728
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	27.3	0.0	33.7	26.1	0.0	34.1	29.1	33.8	33.8	29.7	38.7	38.8
Incr Delay (d2), s/veh	2.1	0.0	10.5	1.5	0.0	14.4	3.3	0.9	0.9	0.8	2.1	2.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.9	0.0	17.0	2.1	0.0	20.0	4.6	7.7	7.7	2.5	9.2	8.9
LnGrp Delay(d),s/veh	29.4	0.0	44.2	27.6	0.0	48.5	32.4	34.6	34.7	30.5	40.8	41.1
LnGrp LOS	C		D	C		D	C	C	C	C	D	D
Approach Vol, veh/h		618			691			763			721	
Approach Delay, s/veh		42.0			45.4			34.1			39.4	
Approach LOS		D			D			C			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	17.6	35.7	12.0	48.7	13.0	40.3	12.8	47.9
Change Period (Y+Rc), s	6.8	6.8	6.8	6.8	6.8	6.8	6.8	6.8
Max Green Setting (Gmax), s	12.2	50.2	5.2	45.2	6.2	56.2	7.2	43.2
Max Q Clear Time (g_c+I1), s	10.8	20.9	5.8	37.8	7.2	17.4	6.2	34.5
Green Ext Time (p_c), s	0.1	8.0	0.0	4.1	0.0	8.4	0.0	4.6

Intersection Summary	
HCM 2010 Ctrl Delay	40.0
HCM 2010 LOS	D

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	264	1716	660	252	2016	202	462	770	308	119	514	158
Future Volume (vph)	264	1716	660	252	2016	202	462	770	308	119	514	158
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles (%)	2%	2%	2%	1%	1%	1%	1%	1%	1%	2%	2%	2%
Adj. Flow (vph)	272	1769	680	260	2078	208	476	794	318	123	530	163
Shared Lane Traffic (%)												
Lane Group Flow (vph)	272	1769	680	260	2078	208	476	794	318	123	530	163
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases			6			2			4			8
Detector Phase	1	6	6	5	2	2	7	4	4	3	8	8
Switch Phase												
Minimum Initial (s)	7.0	20.0	20.0	7.0	20.0	20.0	7.0	20.0	20.0	7.0	20.0	20.0
Minimum Split (s)	15.0	27.2	27.2	15.0	27.2	27.2	14.0	27.2	27.2	15.0	28.2	28.2
Total Split (s)	22.0	73.0	73.0	22.0	73.0	73.0	30.0	45.5	45.5	19.5	35.0	35.0
Total Split (%)	13.8%	45.6%	45.6%	13.8%	45.6%	45.6%	18.8%	28.4%	28.4%	12.2%	21.9%	21.9%
Yellow Time (s)	5.2	5.2	5.2	5.2	5.2	5.2	4.0	5.2	5.2	4.0	5.2	5.2
All-Red Time (s)	2.8	2.0	2.0	2.8	2.0	2.0	3.0	2.0	2.0	3.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	8.0	7.2	7.2	8.0	7.2	7.2	7.0	7.2	7.2	7.0	7.2	7.2
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Min	C-Min	None	C-Min	C-Min	None	None	None	None	None	None
v/c Ratio	0.90	0.84	0.81	0.86	0.98	0.27	0.96	0.94	0.61	0.89	0.88	0.39
Control Delay	102.6	46.7	30.2	94.6	60.2	14.5	97.8	78.7	27.2	123.4	80.7	8.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	102.6	46.7	30.2	94.6	60.2	14.5	97.8	78.7	27.2	123.4	80.7	8.1
Queue Length 50th (ft)	147	608	369	143	589	48	258	431	123	130	287	0
Queue Length 95th (ft)	#235	673	564	m#199	#887	m88	#370	#553	233	#260	#378	53
Internal Link Dist (ft)		1071			738			670			1631	
Turn Bay Length (ft)	390		670	375		200	450		200	400		250
Base Capacity (vph)	303	2106	840	303	2121	765	498	855	524	138	614	422
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.90	0.84	0.81	0.86	0.98	0.27	0.96	0.93	0.61	0.89	0.86	0.39

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 65 (41%), Referenced to phase 2:WBT and 6:EBT, Start of Yellow
Natural Cycle: 135
Control Type: Actuated-Coordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 10: SW 43rd St Rd/SW 44th Ave & SR 200



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	264	1716	660	252	2016	202	462	770	308	119	514	158
Future Volume (veh/h)	264	1716	660	252	2016	202	462	770	308	119	514	158
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1881	1881	1881	1881	1881	1881	1863	1863	1863
Adj Flow Rate, veh/h	272	1769	464	260	2078	136	476	794	148	123	530	101
Adj No. of Lanes	2	3	1	2	3	1	2	2	1	1	2	1
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	2	2	2	1	1	1	1	1	1	2	2	2
Cap, veh/h	301	2108	656	300	2122	661	500	849	380	139	608	272
Arrive On Green	0.09	0.41	0.41	0.11	0.55	0.55	0.14	0.24	0.24	0.08	0.17	0.17
Sat Flow, veh/h	3442	5085	1583	3476	5136	1599	3476	3574	1599	1774	3539	1583
Grp Volume(v), veh/h	272	1769	464	260	2078	136	476	794	148	123	530	101
Grp Sat Flow(s),veh/h/ln	1721	1695	1583	1738	1712	1599	1738	1787	1599	1774	1770	1583
Q Serve(g_s), s	12.5	50.0	38.8	11.8	63.2	6.9	21.7	34.8	12.4	11.0	23.3	9.0
Cycle Q Clear(g_c), s	12.5	50.0	38.8	11.8	63.2	6.9	21.7	34.8	12.4	11.0	23.3	9.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	301	2108	656	300	2122	661	500	849	380	139	608	272
V/C Ratio(X)	0.90	0.84	0.71	0.87	0.98	0.21	0.95	0.94	0.39	0.89	0.87	0.37
Avail Cap(c_a), veh/h	301	2108	656	304	2122	661	500	856	383	139	615	275
HCM Platoon Ratio	1.00	1.00	1.00	1.33	1.33	1.33	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.61	0.61	0.61
Uniform Delay (d), s/veh	72.3	42.1	38.8	69.9	35.4	22.7	68.0	59.8	51.3	73.1	64.5	58.6
Incr Delay (d2), s/veh	28.6	4.2	6.3	22.2	15.2	0.7	28.6	17.1	0.7	31.6	8.3	0.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	7.2	24.2	18.2	6.6	32.5	3.2	12.4	19.2	5.6	6.6	12.1	4.0
LnGrp Delay(d),s/veh	100.9	46.3	45.1	92.1	50.6	23.4	96.6	76.9	51.9	104.6	72.9	59.1
LnGrp LOS	F	D	D	F	D	C	F	E	D	F	E	E
Approach Vol, veh/h		2505			2474			1418			754	
Approach Delay, s/veh		52.0			53.5			80.9			76.2	
Approach LOS		D			D			F			E	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	22.0	73.3	19.5	45.2	21.8	73.5	30.0	34.7
Change Period (Y+Rc), s	* 8	7.2	7.0	7.2	* 8	7.2	7.0	7.2
Max Green Setting (Gmax), s	* 14	65.8	12.5	38.3	* 14	65.8	23.0	27.8
Max Q Clear Time (g_c+I1), s	14.5	65.2	13.0	36.8	13.8	52.0	23.7	25.3
Green Ext Time (p_c), s	0.0	0.6	0.0	1.2	0.0	13.5	0.0	1.9

Intersection Summary	
HCM 2010 Ctrl Delay	60.8
HCM 2010 LOS	E

Notes

User approved ignoring U-Turning movement.

* HCM 2010 computational engine requires equal clearance times for the phases crossing the barrier.

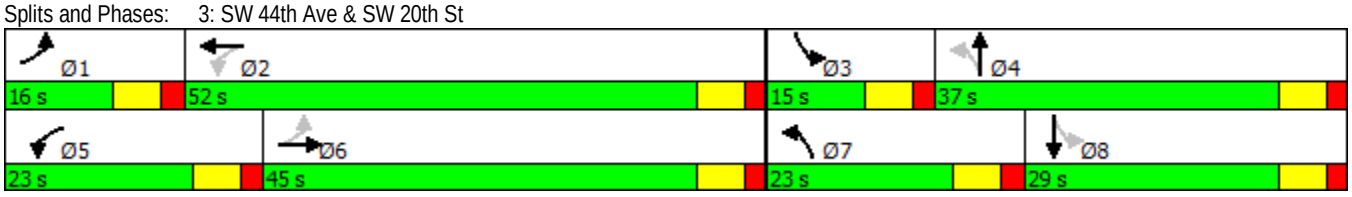
PM Peak Hour Buildout Traffic Conditions (with Background Improvement)

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	106	587	259	214	678	44	203	309	193	89	324	207
Future Volume (vph)	106	587	259	214	678	44	203	309	193	89	324	207
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	0%	0%	0%	2%	2%	2%
Adj. Flow (vph)	116	645	285	235	745	48	223	340	212	98	356	227
Shared Lane Traffic (%)												
Lane Group Flow (vph)	116	930	0	235	793	0	223	552	0	98	583	0
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA		pm+pt	NA	
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6			2			4			8		
Detector Phase	1	6		5	2		7	4		3	8	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	11.3	24.3		11.3	24.3		11.3	24.3		11.3	24.3	
Total Split (s)	16.0	45.0		23.0	52.0		23.0	37.0		15.0	29.0	
Total Split (%)	13.3%	37.5%		19.2%	43.3%		19.2%	30.8%		12.5%	24.2%	
Yellow Time (s)	4.3	4.3		4.3	4.3		4.3	4.3		4.3	4.3	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.3	6.3		6.3	6.3		6.3	6.3		6.3	6.3	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Recall Mode	None	Min		None	Min		None	None		None	None	
v/c Ratio	0.40	0.86		0.75	0.62		0.70	0.54		0.35	0.83	
Control Delay	20.3	42.9		40.3	30.9		38.2	30.8		28.3	47.2	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	20.3	42.9		40.3	30.9		38.2	30.8		28.3	47.2	
Queue Length 50th (ft)	45	326		113	252		119	156		48	187	
Queue Length 95th (ft)	78	411		#224	318		#194	218		88	#262	
Internal Link Dist (ft)		4996			2796			7224			1805	
Turn Bay Length (ft)	250			500			250			250		
Base Capacity (vph)	310	1278		345	1523		348	1059		294	792	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.37	0.73		0.68	0.52		0.64	0.52		0.33	0.74	

Intersection Summary

Cycle Length: 120
Actuated Cycle Length: 108.8
Natural Cycle: 90
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 3: SW 44th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	106	587	259	214	678	44	203	309	193	89	324	207
Future Volume (veh/h)	106	587	259	214	678	44	203	309	193	89	324	207
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1900	1881	1881	1900	1900	1900	1900	1863	1863	1900
Adj Flow Rate, veh/h	116	645	285	235	745	48	223	340	212	98	356	227
Adj No. of Lanes	1	2	0	1	2	0	1	2	0	1	2	0
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	1	1	1	1	1	1	0	0	0	2	2	2
Cap, veh/h	317	801	354	313	1289	83	310	563	344	276	429	269
Arrive On Green	0.06	0.33	0.33	0.11	0.38	0.38	0.11	0.26	0.26	0.06	0.21	0.21
Sat Flow, veh/h	1792	2414	1066	1792	3410	220	1810	2155	1318	1774	2091	1311
Grp Volume(v), veh/h	116	478	452	235	390	403	223	284	268	98	300	283
Grp Sat Flow(s),veh/h/ln	1792	1787	1693	1792	1787	1842	1810	1805	1667	1774	1770	1631
Q Serve(g_s), s	4.4	25.4	25.4	8.8	18.1	18.1	9.7	14.4	14.8	4.5	16.9	17.4
Cycle Q Clear(g_c), s	4.4	25.4	25.4	8.8	18.1	18.1	9.7	14.4	14.8	4.5	16.9	17.4
Prop In Lane	1.00		0.63	1.00		0.12	1.00		0.79	1.00		0.80
Lane Grp Cap(c), veh/h	317	593	562	313	676	697	310	472	436	276	363	335
V/C Ratio(X)	0.37	0.81	0.81	0.75	0.58	0.58	0.72	0.60	0.62	0.36	0.83	0.84
Avail Cap(c_a), veh/h	376	664	629	409	784	808	392	532	491	319	385	355
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	21.6	31.8	31.8	23.5	25.8	25.8	28.5	33.7	33.9	30.3	39.6	39.8
Incr Delay (d2), s/veh	0.7	6.6	6.9	5.5	0.8	0.8	4.7	1.5	1.9	0.8	13.2	16.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.2	13.5	12.9	4.7	9.0	9.3	5.2	7.4	7.0	2.2	9.6	9.3
LnGrp Delay(d),s/veh	22.4	38.3	38.7	29.0	26.6	26.6	33.2	35.3	35.8	31.1	52.9	55.8
LnGrp LOS	C	D	D	C	C	C	C	D	D	C	D	E
Approach Vol, veh/h		1046			1028			775			681	
Approach Delay, s/veh		36.7			27.1			34.8			51.0	
Approach LOS		D			C			C			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	12.5	45.7	12.4	33.5	17.4	40.9	18.3	27.7
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	9.7	45.7	8.7	30.7	16.7	38.7	16.7	22.7
Max Q Clear Time (g_c+I1), s	6.4	20.1	6.5	16.8	10.8	27.4	11.7	19.4
Green Ext Time (p_c), s	0.1	11.8	0.0	5.9	0.3	7.2	0.3	2.0

Intersection Summary	
HCM 2010 Ctrl Delay	36.3
HCM 2010 LOS	D

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	45	553	59	171	905	114	44	87	160	189	168	77
Future Volume (vph)	45	553	59	171	905	114	44	87	160	189	168	77
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	3%	3%	3%	2%	2%	2%
Adj. Flow (vph)	53	651	69	201	1065	134	52	102	188	222	198	91
Shared Lane Traffic (%)												
Lane Group Flow (vph)	53	651	69	201	1199	0	52	290	0	222	198	91
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		8
Detector Phase	1	6	6	5	2		7	4		3	8	8
Switch Phase												
Minimum Initial (s)	5.0	20.0	20.0	10.0	20.0		5.0	10.0		5.0	10.0	10.0
Minimum Split (s)	12.0	26.3	26.3	16.3	26.3		15.0	20.0		15.0	20.0	20.0
Total Split (s)	12.0	67.0	67.0	19.0	74.0		15.0	31.0		23.0	39.0	39.0
Total Split (%)	8.6%	47.9%	47.9%	13.6%	52.9%		10.7%	22.1%		16.4%	27.9%	27.9%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3		4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3		6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None		None	None	None
v/c Ratio	0.30	0.90	0.09	0.79	0.73		0.17	0.85		0.73	0.40	0.17
Control Delay	19.0	51.8	0.2	46.6	30.2		31.4	63.1		46.2	43.7	0.7
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	19.0	51.8	0.2	46.6	30.2		31.4	63.1		46.2	43.7	0.7
Queue Length 50th (ft)	21	507	0	98	435		28	189		133	138	0
Queue Length 95th (ft)	39	613	0	#201	473		60	#325		#213	220	0
Internal Link Dist (ft)		2796			3003			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	178	967	930	266	2020		335	394		328	518	565
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	0
Reduced v/c Ratio	0.30	0.67	0.07	0.76	0.59		0.16	0.74		0.68	0.38	0.16

Intersection Summary

Cycle Length: 140
Actuated Cycle Length: 121.5
Natural Cycle: 90
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	45	553	59	171	905	114	44	87	160	189	168	77
Future Volume (veh/h)	45	553	59	171	905	114	44	87	160	189	168	77
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1881	1881	1881	1900	1845	1845	1900	1863	1863	1863
Adj Flow Rate, veh/h	53	651	37	201	1065	127	52	102	132	222	198	59
Adj No. of Lanes	1	1	1	1	2	0	1	1	0	1	1	1
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Percent Heavy Veh, %	1	1	1	1	1	1	3	3	3	2	2	2
Cap, veh/h	222	799	679	300	1522	181	296	120	156	303	463	393
Arrive On Green	0.03	0.42	0.42	0.08	0.47	0.47	0.03	0.16	0.16	0.12	0.25	0.25
Sat Flow, veh/h	1792	1881	1599	1792	3217	383	1757	731	946	1774	1863	1583
Grp Volume(v), veh/h	53	651	37	201	591	601	52	0	234	222	198	59
Grp Sat Flow(s),veh/h/ln	1792	1881	1599	1792	1787	1814	1757	0	1678	1774	1863	1583
Q Serve(g_s), s	2.0	36.6	1.6	7.3	31.3	31.4	2.9	0.0	16.3	12.1	10.7	3.5
Cycle Q Clear(g_c), s	2.0	36.6	1.6	7.3	31.3	31.4	2.9	0.0	16.3	12.1	10.7	3.5
Prop In Lane	1.00		1.00	1.00		0.21	1.00		0.56	1.00		1.00
Lane Grp Cap(c), veh/h	222	799	679	300	846	858	296	0	276	303	463	393
V/C Ratio(X)	0.24	0.81	0.05	0.67	0.70	0.70	0.18	0.00	0.85	0.73	0.43	0.15
Avail Cap(c_a), veh/h	245	950	807	340	1006	1021	363	0	345	340	507	431
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	21.2	30.4	20.4	23.8	24.9	25.0	39.8	0.0	48.8	35.4	38.0	35.3
Incr Delay (d2), s/veh	0.5	4.8	0.0	4.3	1.7	1.7	0.3	0.0	14.8	7.1	0.6	0.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.0	20.0	0.7	3.9	15.8	16.1	1.5	0.0	8.7	6.5	5.6	1.5
LnGrp Delay(d),s/veh	21.7	35.2	20.4	28.1	26.7	26.7	40.0	0.0	63.5	42.5	38.6	35.4
LnGrp LOS	C	D	C	C	C	C	D		E	D	D	D
Approach Vol, veh/h		741			1393			286			479	
Approach Delay, s/veh		33.5			26.9			59.3			40.0	
Approach LOS		C			C			E			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	10.4	63.2	20.5	26.1	16.3	57.4	10.4	36.2
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	5.7	67.7	16.7	24.7	12.7	60.7	8.7	32.7
Max Q Clear Time (g_c+I1), s	4.0	33.4	14.1	18.3	9.3	38.6	4.9	12.7
Green Ext Time (p_c), s	0.0	15.6	0.2	1.5	0.2	12.4	0.0	2.7

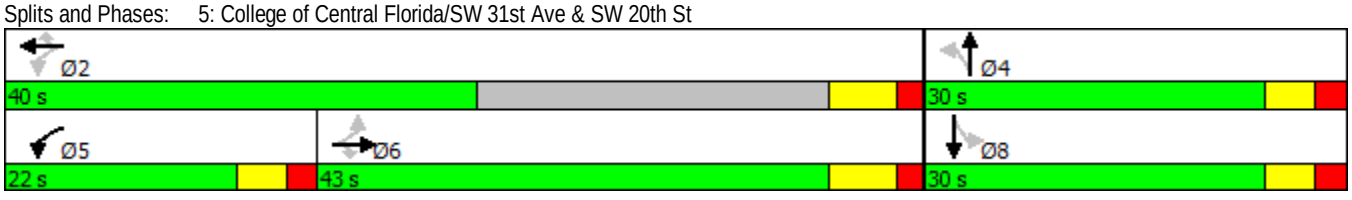
Intersection Summary	
HCM 2010 Ctrl Delay	33.9
HCM 2010 LOS	C

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	41	766	65	109	750	78	60	62	120	77	94	107
Future Volume (vph)	41	766	65	109	750	78	60	62	120	77	94	107
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	1%	1%	1%	2%	2%	2%
Adj. Flow (vph)	48	891	76	127	872	91	70	72	140	90	109	124
Shared Lane Traffic (%)												
Lane Group Flow (vph)	48	891	76	127	872	91	70	212	0	90	233	0
Turn Type	Perm	NA	Perm	pm+pt	NA	Perm	Perm	NA		Perm	NA	
Protected Phases		6		5	2			4			8	
Permitted Phases	6		6	2		2	4			8		
Detector Phase	6	6	6	5	2	2	4	4		8	8	
Switch Phase												
Minimum Initial (s)	15.0	15.0	15.0	5.0	15.0	15.0	8.0	8.0		8.0	8.0	
Minimum Split (s)	28.7	28.7	28.7	10.6	28.7	28.7	27.0	27.0		27.0	27.0	
Total Split (s)	43.0	43.0	43.0	22.0	40.0	40.0	30.0	30.0		30.0	30.0	
Total Split (%)	45.3%	45.3%	45.3%	23.2%	42.1%	42.1%	31.6%	31.6%		31.6%	31.6%	
Yellow Time (s)	4.7	4.7	4.7	3.6	4.7	4.7	3.6	3.6		3.6	3.6	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.4	2.4		2.4	2.4	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.7	6.7	6.7	5.6	6.7	6.7	6.0	6.0		6.0	6.0	
Lead/Lag	Lag	Lag	Lag	Lead								
Lead-Lag Optimize?	Yes	Yes	Yes	Yes								
Recall Mode	Min	Min	Min	None	Min	Min	None	None		None	None	
v/c Ratio	0.18	0.96	0.09	0.40	0.71	0.09	0.45	0.55		0.53	0.66	
Control Delay	16.8	45.3	2.6	11.2	13.6	1.7	38.9	21.7		41.1	31.6	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	16.8	45.3	2.6	11.2	13.6	1.7	38.9	21.7		41.1	31.6	
Queue Length 50th (ft)	13	403	0	18	225	0	30	48		40	78	
Queue Length 95th (ft)	41	#775	15	56	430	15	69	108		85	147	
Internal Link Dist (ft)		3003			1127			192			432	
Turn Bay Length (ft)	150		150	350		200	200			150		
Base Capacity (vph)	274	926	838	475	1480	1277	282	618		311	597	
Starvation Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Reduced v/c Ratio	0.18	0.96	0.09	0.27	0.59	0.07	0.25	0.34		0.29	0.39	

Intersection Summary

Cycle Length: 95
Actuated Cycle Length: 75.3
Natural Cycle: 90
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 5: College of Central Florida/SW 31st Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	41	766	65	109	750	78	60	62	120	77	94	107
Future Volume (veh/h)	41	766	65	109	750	78	60	62	120	77	94	107
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1881	1881	1881	1881	1881	1881	1900	1863	1863	1900
Adj Flow Rate, veh/h	48	891	57	127	872	77	70	72	113	90	109	101
Adj No. of Lanes	1	1	1	1	1	1	1	1	0	1	1	0
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Percent Heavy Veh, %	1	1	1	1	1	1	1	1	1	2	2	2
Cap, veh/h	260	898	763	209	1152	979	227	146	229	244	197	182
Arrive On Green	0.48	0.48	0.48	0.06	0.61	0.61	0.22	0.22	0.22	0.22	0.22	0.22
Sat Flow, veh/h	594	1881	1599	1792	1881	1599	1178	661	1037	1194	891	826
Grp Volume(v), veh/h	48	891	57	127	872	77	70	0	185	90	0	210
Grp Sat Flow(s),veh/h/ln	594	1881	1599	1792	1881	1599	1178	0	1698	1194	0	1717
Q Serve(g_s), s	4.8	35.8	1.5	2.5	25.5	1.5	4.3	0.0	7.2	5.4	0.0	8.3
Cycle Q Clear(g_c), s	20.0	35.8	1.5	2.5	25.5	1.5	12.5	0.0	7.2	12.7	0.0	8.3
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.61	1.00		0.48
Lane Grp Cap(c), veh/h	260	898	763	209	1152	979	227	0	375	244	0	379
V/C Ratio(X)	0.18	0.99	0.07	0.61	0.76	0.08	0.31	0.00	0.49	0.37	0.00	0.55
Avail Cap(c_a), veh/h	260	898	763	485	1152	979	339	0	536	358	0	542
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	21.6	19.7	10.8	17.4	10.7	6.0	31.9	0.0	25.9	31.5	0.0	26.3
Incr Delay (d2), s/veh	0.3	28.0	0.0	2.9	2.9	0.0	0.8	0.0	1.0	0.9	0.0	1.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.8	25.3	0.7	1.5	14.0	0.7	1.4	0.0	3.5	1.8	0.0	4.0
LnGrp Delay(d),s/veh	21.9	47.7	10.8	20.2	13.6	6.0	32.6	0.0	26.9	32.4	0.0	27.6
LnGrp LOS	C	D	B	C	B	A	C		C	C		C
Approach Vol, veh/h		996			1076			255			300	
Approach Delay, s/veh		44.4			13.8			28.5			29.0	
Approach LOS		D			B			C			C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4	5	6		8
Phs Duration (G+Y+Rc), s		53.3		22.8	10.3	43.0		22.8
Change Period (Y+Rc), s		6.7		6.0	5.6	6.7		6.0
Max Green Setting (Gmax), s		33.3		24.0	16.4	36.3		24.0
Max Q Clear Time (g_c+I1), s		27.5		14.5	4.5	37.8		14.7
Green Ext Time (p_c), s		4.8		2.1	0.2	0.0		2.1

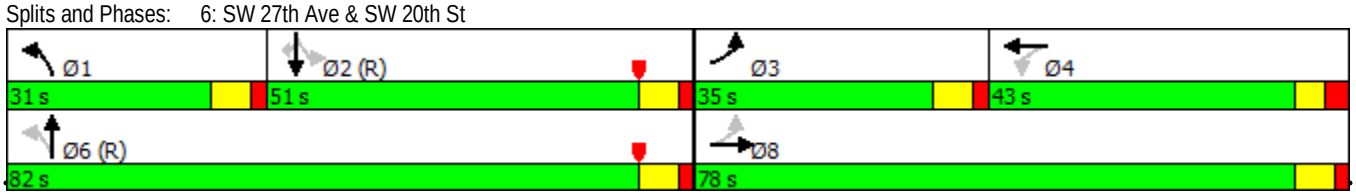
Intersection Summary	
HCM 2010 Ctrl Delay	28.6
HCM 2010 LOS	C

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	304	385	328	17	322	77	292	806	22	66	897	308
Future Volume (vph)	304	385	328	17	322	77	292	806	22	66	897	308
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Heavy Vehicles (%)	1%	1%	1%	0%	0%	0%	2%	2%	2%	1%	1%	1%
Adj. Flow (vph)	323	410	349	18	343	82	311	857	23	70	954	328
Shared Lane Traffic (%)												
Lane Group Flow (vph)	323	759	0	18	425	0	311	880	0	70	954	328
Turn Type	pm+pt	NA		Perm	NA		pm+pt	NA		Perm	NA	Perm
Protected Phases	3	8			4		1	6			2	
Permitted Phases	8			4			6			2		2
Detector Phase	3	8		4	4		1	6		2	2	2
Switch Phase												
Minimum Initial (s)	7.0	7.0		7.0	7.0		7.0	20.0		20.0	20.0	20.0
Minimum Split (s)	13.7	20.0		20.0	20.0		13.7	26.7		26.7	26.7	26.7
Total Split (s)	35.0	78.0		43.0	43.0		31.0	82.0		51.0	51.0	51.0
Total Split (%)	21.9%	48.8%		26.9%	26.9%		19.4%	51.3%		31.9%	31.9%	31.9%
Yellow Time (s)	4.7	4.7		3.6	3.6		4.7	4.7		4.7	4.7	4.7
All-Red Time (s)	2.0	2.0		3.1	3.1		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.7	6.7		6.7	6.7		6.7	6.7		6.7	6.7	6.7
Lead/Lag	Lead			Lag	Lag		Lead			Lag	Lag	Lag
Lead-Lag Optimize?	Yes			Yes	Yes		Yes			Yes	Yes	Yes
Recall Mode	None	None		None	None		None	C-Max		C-Max	C-Max	C-Max
v/c Ratio	0.94	0.95		0.32	0.97		0.98	0.53		0.42	0.96	0.48
Control Delay	81.4	63.2		69.1	95.2		93.2	31.1		56.4	77.8	6.7
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	81.4	63.2		69.1	95.2		93.2	31.1		56.4	77.8	6.7
Queue Length 50th (ft)	283	731		16	~445		277	336		60	521	0
Queue Length 95th (ft)	#463	#1015		46	#680		#485	400		116	#663	79
Internal Link Dist (ft)		941			462			544			1105	
Turn Bay Length (ft)	350			200			300			350		400
Base Capacity (vph)	361	799		57	438		318	1666		168	989	679
Starvation Cap Reductn	0	0		0	0		0	0		0	0	0
Spillback Cap Reductn	0	0		0	0		0	0		0	0	0
Storage Cap Reductn	0	0		0	0		0	0		0	0	0
Reduced v/c Ratio	0.89	0.95		0.32	0.97		0.98	0.53		0.42	0.96	0.48

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 30 (19%), Referenced to phase 2:SBTL and 6:NBTL, Start of Yellow
Natural Cycle: 120
Control Type: Actuated-Coordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 6: SW 27th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	304	385	328	17	322	77	292	806	22	66	897	308
Future Volume (veh/h)	304	385	328	17	322	77	292	806	22	66	897	308
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1900	1900	1900	1900	1863	1863	1900	1881	1881	1881
Adj Flow Rate, veh/h	323	410	328	18	343	72	311	857	22	70	954	222
Adj No. of Lanes	1	1	0	1	1	0	1	2	0	1	2	1
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	1	1	1	0	0	0	2	2	2	1	1	1
Cap, veh/h	344	422	338	61	354	74	327	1694	43	227	1025	458
Arrive On Green	0.16	0.44	0.44	0.23	0.23	0.23	0.15	0.48	0.48	0.29	0.29	0.29
Sat Flow, veh/h	1792	969	775	732	1524	320	1774	3526	91	635	3574	1599
Grp Volume(v), veh/h	323	0	738	18	0	415	311	430	449	70	954	222
Grp Sat Flow(s),veh/h/ln	1792	0	1744	732	0	1844	1774	1770	1847	635	1787	1599
Q Serve(g_s), s	23.6	0.0	66.2	3.5	0.0	35.7	22.5	26.7	26.7	14.1	41.6	18.4
Cycle Q Clear(g_c), s	23.6	0.0	66.2	37.2	0.0	35.7	22.5	26.7	26.7	14.1	41.6	18.4
Prop In Lane	1.00		0.44	1.00		0.17	1.00		0.05	1.00		1.00
Lane Grp Cap(c), veh/h	344	0	760	61	0	428	327	850	887	227	1025	458
V/C Ratio(X)	0.94	0.00	0.97	0.29	0.00	0.97	0.95	0.51	0.51	0.31	0.93	0.48
Avail Cap(c_a), veh/h	371	0	777	61	0	428	327	850	887	227	1025	458
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	48.2	0.0	44.1	78.4	0.0	60.9	48.6	28.5	28.5	45.8	55.5	47.3
Incr Delay (d2), s/veh	30.6	0.0	25.0	2.6	0.0	35.5	36.7	2.1	2.1	3.5	15.8	3.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	17.0	0.0	37.0	0.8	0.0	22.4	17.0	13.5	14.1	2.7	22.8	8.6
LnGrp Delay(d),s/veh	78.8	0.0	69.1	81.0	0.0	96.3	85.3	30.7	30.6	49.3	71.3	50.9
LnGrp LOS	E		E	F		F	F	C	C	D	E	D
Approach Vol, veh/h		1061			433			1190			1246	
Approach Delay, s/veh		72.0			95.7			44.9			66.4	
Approach LOS		E			F			D			E	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4		6		8
Phs Duration (G+Y+Rc), s	31.0	52.6	32.6	43.9		83.6		76.4
Change Period (Y+Rc), s	6.7	6.7	6.7	6.7		6.7		6.7
Max Green Setting (Gmax), s	24.3	44.3	28.3	36.3		75.3		71.3
Max Q Clear Time (g_c+I1), s	24.5	43.6	25.6	39.2		28.7		68.2
Green Ext Time (p_c), s	0.0	0.7	0.3	0.0		20.1		1.5

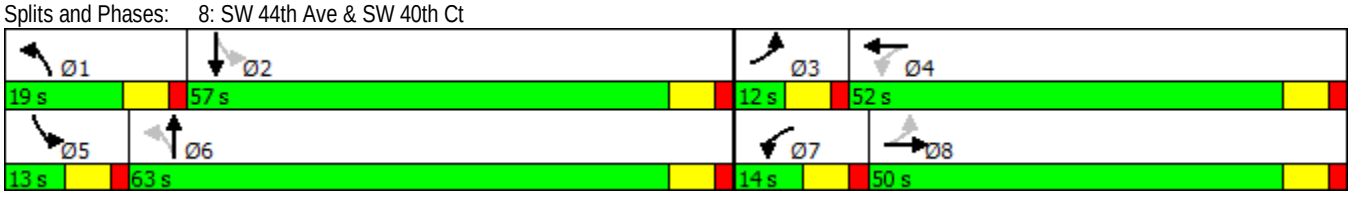
Intersection Summary	
HCM 2010 Ctrl Delay	64.7
HCM 2010 LOS	E

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	95	300	210	101	402	180	185	518	111	117	495	180
Future Volume (vph)	95	300	210	101	402	180	185	518	111	117	495	180
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles (%)	4%	4%	4%	2%	2%	2%	0%	0%	0%	4%	4%	4%
Adj. Flow (vph)	98	309	216	104	414	186	191	534	114	121	510	186
Shared Lane Traffic (%)												
Lane Group Flow (vph)	98	525	0	104	600	0	191	648	0	121	696	0
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA		pm+pt	NA	
Protected Phases	3	8		7	4		1	6		5	2	
Permitted Phases	8			4			6			2		
Detector Phase	3	8		7	4		1	6		5	2	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	15.0	20.0		15.0	20.0		15.0	25.0		15.0	25.0	
Total Split (s)	12.0	50.0		14.0	52.0		19.0	63.0		13.0	57.0	
Total Split (%)	8.6%	35.7%		10.0%	37.1%		13.6%	45.0%		9.3%	40.7%	
Yellow Time (s)	4.8	4.8		4.8	4.8		4.8	4.8		4.8	4.8	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.8	6.8		6.8	6.8		6.8	6.8		6.8	6.8	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Recall Mode	None	None		None	None		None	Min		None	Min	
v/c Ratio	0.54	0.82		0.42	0.87		0.74	0.62		0.53	0.81	
Control Delay	32.6	45.5		24.2	49.4		41.2	37.4		33.6	47.8	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	32.6	45.5		24.2	49.4		41.2	37.4		33.6	47.8	
Queue Length 50th (ft)	40	348		43	415		96	217		59	252	
Queue Length 95th (ft)	83	#600		87	#708		#163	277		99	322	
Internal Link Dist (ft)		1473			795			1631			7224	
Turn Bay Length (ft)	255			255								
Base Capacity (vph)	180	641		248	687		268	1677		227	1433	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.54	0.82		0.42	0.87		0.71	0.39		0.53	0.49	

Intersection Summary

Cycle Length: 140
Actuated Cycle Length: 119
Natural Cycle: 90
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 8: SW 44th Ave & SW 40th Ct



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	95	300	210	101	402	180	185	518	111	117	495	180
Future Volume (veh/h)	95	300	210	101	402	180	185	518	111	117	495	180
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1827	1827	1900	1863	1863	1900	1900	1900	1900	1827	1827	1900
Adj Flow Rate, veh/h	98	309	216	104	414	186	191	534	114	121	510	186
Adj No. of Lanes	1	1	0	1	1	0	1	2	0	1	2	0
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	4	4	4	2	2	2	0	0	0	4	4	4
Cap, veh/h	163	355	248	210	442	199	294	941	200	276	693	251
Arrive On Green	0.04	0.35	0.35	0.05	0.36	0.36	0.09	0.32	0.32	0.05	0.28	0.28
Sat Flow, veh/h	1740	1002	701	1774	1219	547	1810	2964	630	1740	2497	906
Grp Volume(v), veh/h	98	0	525	104	0	600	191	324	324	121	354	342
Grp Sat Flow(s),veh/h/ln	1740	0	1703	1774	0	1766	1810	1805	1789	1740	1736	1667
Q Serve(g_s), s	4.3	0.0	34.8	4.5	0.0	39.6	9.0	18.1	18.2	6.1	22.4	22.6
Cycle Q Clear(g_c), s	4.3	0.0	34.8	4.5	0.0	39.6	9.0	18.1	18.2	6.1	22.4	22.6
Prop In Lane	1.00		0.41	1.00		0.31	1.00		0.35	1.00		0.54
Lane Grp Cap(c), veh/h	163	0	603	210	0	641	294	573	568	276	481	462
V/C Ratio(X)	0.60	0.00	0.87	0.50	0.00	0.94	0.65	0.57	0.57	0.44	0.73	0.74
Avail Cap(c_a), veh/h	163	0	609	223	0	661	311	840	832	276	721	693
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	30.2	0.0	36.4	28.3	0.0	37.1	29.7	34.3	34.4	30.1	39.6	39.7
Incr Delay (d2), s/veh	6.1	0.0	12.9	1.8	0.0	20.5	4.4	0.9	0.9	1.1	2.2	2.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.3	0.0	18.5	2.3	0.0	23.0	4.8	9.2	9.1	2.9	11.0	10.7
LnGrp Delay(d),s/veh	36.3	0.0	49.3	30.1	0.0	57.6	34.1	35.2	35.3	31.2	41.8	42.0
LnGrp LOS	D		D	C		E	C	D	D	C	D	D
Approach Vol, veh/h		623			704			839			817	
Approach Delay, s/veh		47.3			53.5			35.0			40.3	
Approach LOS		D			D			C			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	17.8	40.3	12.0	50.7	13.0	45.2	13.1	49.6
Change Period (Y+Rc), s	6.8	6.8	6.8	6.8	6.8	6.8	6.8	6.8
Max Green Setting (Gmax), s	12.2	50.2	5.2	45.2	6.2	56.2	7.2	43.2
Max Q Clear Time (g_c+I1), s	11.0	24.6	6.3	41.6	8.1	20.2	6.5	36.8
Green Ext Time (p_c), s	0.1	9.0	0.0	2.3	0.0	9.9	0.0	3.7

Intersection Summary	
HCM 2010 Ctrl Delay	43.4
HCM 2010 LOS	D

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	283	1716	660	252	2016	212	462	815	308	129	560	177
Future Volume (vph)	283	1716	660	252	2016	212	462	815	308	129	560	177
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles (%)	2%	2%	2%	1%	1%	1%	1%	1%	1%	2%	2%	2%
Adj. Flow (vph)	292	1769	680	260	2078	219	476	840	318	133	577	182
Shared Lane Traffic (%)												
Lane Group Flow (vph)	292	1769	680	260	2078	219	476	840	318	133	577	182
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases			6			2			4			8
Detector Phase	1	6	6	5	2	2	7	4	4	3	8	8
Switch Phase												
Minimum Initial (s)	7.0	20.0	20.0	7.0	20.0	20.0	7.0	20.0	20.0	7.0	20.0	20.0
Minimum Split (s)	15.0	27.2	27.2	15.0	27.2	27.2	14.0	27.2	27.2	15.0	28.2	28.2
Total Split (s)	22.0	73.0	73.0	22.0	73.0	73.0	30.0	45.5	45.5	19.5	35.0	35.0
Total Split (%)	13.8%	45.6%	45.6%	13.8%	45.6%	45.6%	18.8%	28.4%	28.4%	12.2%	21.9%	21.9%
Yellow Time (s)	5.2	5.2	5.2	5.2	5.2	5.2	4.0	5.2	5.2	4.0	5.2	5.2
All-Red Time (s)	2.8	2.0	2.0	2.8	2.0	2.0	3.0	2.0	2.0	3.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	8.0	7.2	7.2	8.0	7.2	7.2	7.0	7.2	7.2	7.0	7.2	7.2
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Min	C-Min	None	C-Min	C-Min	None	None	None	None	None	None
v/c Ratio	0.97	0.85	0.81	0.86	0.98	0.29	0.96	0.98	0.61	0.96	0.94	0.43
Control Delay	116.9	47.2	30.7	94.9	61.2	15.4	97.8	86.5	27.7	138.8	88.8	11.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	116.9	47.2	30.7	94.9	61.2	15.4	97.8	86.5	27.7	138.8	88.8	11.1
Queue Length 50th (ft)	159	608	373	143	590	53	258	464	126	141	317	3
Queue Length 95th (ft)	#260	673	569	m#199	#887	m96	#370	#605	236	#286	#434	74
Internal Link Dist (ft)		1071			738			670			1631	
Turn Bay Length (ft)	390		670	375		200	450		200	400		250
Base Capacity (vph)	300	2093	835	303	2112	762	498	855	521	138	614	422
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.97	0.85	0.81	0.86	0.98	0.29	0.96	0.98	0.61	0.96	0.94	0.43

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 65 (41%), Referenced to phase 2:WBT and 6:EBT, Start of Yellow
Natural Cycle: 145
Control Type: Actuated-Coordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 10: SW 43rd St Rd/SW 44th Ave & SR 200



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	283	1716	660	252	2016	212	462	815	308	129	560	177
Future Volume (veh/h)	283	1716	660	252	2016	212	462	815	308	129	560	177
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1881	1881	1881	1881	1881	1881	1863	1863	1863
Adj Flow Rate, veh/h	292	1769	464	260	2078	147	476	840	148	133	577	120
Adj No. of Lanes	2	3	1	2	3	1	2	2	1	1	2	1
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	2	2	2	1	1	1	1	1	1	2	2	2
Cap, veh/h	301	2098	653	300	2112	658	500	856	383	139	615	275
Arrive On Green	0.09	0.41	0.41	0.11	0.55	0.55	0.14	0.24	0.24	0.08	0.17	0.17
Sat Flow, veh/h	3442	5085	1583	3476	5136	1599	3476	3574	1599	1774	3539	1583
Grp Volume(v), veh/h	292	1769	464	260	2078	147	476	840	148	133	577	120
Grp Sat Flow(s),veh/h/ln	1721	1695	1583	1738	1712	1599	1738	1787	1599	1774	1770	1583
Q Serve(g_s), s	13.5	50.1	39.0	11.8	63.5	7.6	21.7	37.4	12.4	12.0	25.8	10.8
Cycle Q Clear(g_c), s	13.5	50.1	39.0	11.8	63.5	7.6	21.7	37.4	12.4	12.0	25.8	10.8
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	301	2098	653	300	2112	658	500	856	383	139	615	275
V/C Ratio(X)	0.97	0.84	0.71	0.87	0.98	0.22	0.95	0.98	0.39	0.96	0.94	0.44
Avail Cap(c_a), veh/h	301	2098	653	304	2112	658	500	856	383	139	615	275
HCM Platoon Ratio	1.00	1.00	1.00	1.33	1.33	1.33	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.56	0.56	0.56
Uniform Delay (d), s/veh	72.8	42.3	39.1	69.9	35.7	23.1	68.0	60.5	51.0	73.5	65.3	59.1
Incr Delay (d2), s/veh	43.5	4.3	6.4	22.2	16.1	0.8	28.6	26.2	0.6	45.9	14.7	0.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	8.3	24.3	18.2	6.6	32.9	3.5	12.4	21.5	5.6	7.6	13.8	4.8
LnGrp Delay(d),s/veh	116.3	46.7	45.5	92.1	51.9	23.8	96.6	86.7	51.6	119.4	80.0	59.7
LnGrp LOS	F	D	D	F	D	C	F	F	D	F	E	E
Approach Vol, veh/h		2525			2485			1464			830	
Approach Delay, s/veh		54.5			54.4			86.4			83.4	
Approach LOS		D			D			F			F	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	22.0	73.0	19.5	45.5	21.8	73.2	30.0	35.0
Change Period (Y+Rc), s	* 8	7.2	7.0	7.2	* 8	7.2	7.0	7.2
Max Green Setting (Gmax), s	* 14	65.8	12.5	38.3	* 14	65.8	23.0	27.8
Max Q Clear Time (g_c+I1), s	15.5	65.5	14.0	39.4	13.8	52.1	23.7	27.8
Green Ext Time (p_c), s	0.0	0.3	0.0	0.0	0.0	13.4	0.0	0.0

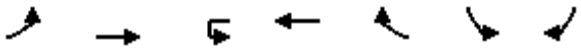
Intersection Summary	
HCM 2010 Ctrl Delay	64.1
HCM 2010 LOS	E

Notes

User approved ignoring U-Turning movement.

* HCM 2010 computational engine requires equal clearance times for the phases crossing the barrier.

AM Peak Hour Existing Traffic Conditions



Lane Group	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	101	581	0	328	45	24	60
Future Volume (vph)	101	581	0	328	45	24	60
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Heavy Vehicles (%)	2%	2%	4%	4%	4%	5%	5%
Adj. Flow (vph)	113	653	0	369	51	27	67
Shared Lane Traffic (%)							
Lane Group Flow (vph)	113	653	0	420	0	27	67
Sign Control		Free		Free		Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Int Delay, s/veh	1.8

Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Vol, veh/h	101	581	0	328	45	24	60
Future Vol, veh/h	101	581	0	328	45	24	60
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	-	None	-	None
Storage Length	250	-	250	-	-	0	0
Veh in Median Storage, #	-	0	-	0	-	0	-
Grade, %	-	0	-	0	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	4	4	4	5	5
Mvmt Flow	113	653	0	369	51	27	67

Major/Minor	Major1		Major2			Minor2	
Conflicting Flow All	419	0	476	-	0	947	210
Stage 1	-	-	-	-	-	394	-
Stage 2	-	-	-	-	-	553	-
Critical Hdwy	4.14	-	6.48	-	-	6.9	7
Critical Hdwy Stg 1	-	-	-	-	-	5.9	-
Critical Hdwy Stg 2	-	-	-	-	-	5.9	-
Follow-up Hdwy	2.22	-	2.54	-	-	3.55	3.35
Pot Cap-1 Maneuver	1137	-	708	-	-	254	786
Stage 1	-	-	-	-	-	642	-
Stage 2	-	-	-	-	-	532	-
Platoon blocked, %		-		-	-		
Mov Cap-1 Maneuver	1137	-	708	-	-	229	786
Mov Cap-2 Maneuver	-	-	-	-	-	229	-
Stage 1	-	-	-	-	-	642	-
Stage 2	-	-	-	-	-	479	-

Approach	EB	WB	SB
HCM Control Delay, s	1.3	0	13.7
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	1137	-	708	-	-	229	786
HCM Lane V/C Ratio	0.1	-	-	-	-	0.118	0.086
HCM Control Delay (s)	8.5	-	0	-	-	22.8	10
HCM Lane LOS	A	-	A	-	-	C	B
HCM 95th %tile Q(veh)	0.3	-	0	-	-	0.4	0.3

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	35	557	32	80	311	131	38	74	161	58	24	18
Future Volume (vph)	35	557	32	80	311	131	38	74	161	58	24	18
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	2%	2%	2%	4%	4%	4%	3%	3%	3%	11%	11%	11%
Adj. Flow (vph)	38	612	35	88	342	144	42	81	177	64	26	20
Shared Lane Traffic (%)												
Lane Group Flow (vph)	38	612	35	88	486	0	42	258	0	64	26	20
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		8
Detector Phase	1	6	6	5	2		7	4		3	8	8
Switch Phase												
Minimum Initial (s)	10.0	20.0	20.0	10.0	20.0		5.0	10.0		5.0	10.0	10.0
Minimum Split (s)	16.3	26.3	26.3	16.3	26.3		11.3	20.0		11.3	20.0	20.0
Total Split (s)	20.0	65.0	65.0	20.0	65.0		20.0	25.0		20.0	25.0	25.0
Total Split (%)	15.4%	50.0%	50.0%	15.4%	50.0%		15.4%	19.2%		15.4%	19.2%	19.2%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3		4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3		6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None		None	None	None
v/c Ratio	0.08	0.79	0.05	0.26	0.61		0.11	0.71		0.24	0.07	0.05
Control Delay	11.1	35.2	0.1	13.0	24.9		28.3	42.5		30.0	38.8	0.2
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	11.1	35.2	0.1	13.0	24.9		28.3	42.5		30.0	38.8	0.2
Queue Length 50th (ft)	11	355	0	26	250		18	113		28	14	0
Queue Length 95th (ft)	27	536	0	52	380		53	#295		75	45	0
Internal Link Dist (ft)		2796			1461			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	519	1207	1073	402	1139		480	434		355	448	478
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	0
Reduced v/c Ratio	0.07	0.51	0.03	0.22	0.43		0.09	0.59		0.18	0.06	0.04

Intersection Summary

Cycle Length: 130
Actuated Cycle Length: 93.6
Natural Cycle: 80
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St

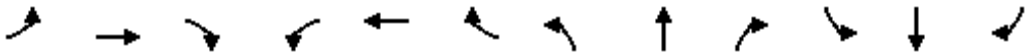


Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	35	557	32	80	311	131	38	74	161	58	24	18
Future Volume (veh/h)	35	557	32	80	311	131	38	74	161	58	24	18
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1827	1827	1900	1845	1845	1900	1712	1712	1712
Adj Flow Rate, veh/h	38	612	21	88	342	133	42	81	118	64	26	5
Adj No. of Lanes	1	1	1	1	1	0	1	1	0	1	1	1
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	2	2	2	4	4	4	3	3	3	11	11	11
Cap, veh/h	419	756	643	354	551	214	344	100	146	194	267	227
Arrive On Green	0.07	0.41	0.41	0.10	0.44	0.44	0.04	0.15	0.15	0.05	0.16	0.16
Sat Flow, veh/h	1774	1863	1583	1740	1253	487	1757	680	990	1630	1712	1455
Grp Volume(v), veh/h	38	612	21	88	0	475	42	0	199	64	26	5
Grp Sat Flow(s),veh/h/ln	1774	1863	1583	1740	0	1741	1757	0	1670	1630	1712	1455
Q Serve(g_s), s	1.0	24.6	0.7	2.2	0.0	17.8	1.7	0.0	9.8	2.8	1.1	0.2
Cycle Q Clear(g_c), s	1.0	24.6	0.7	2.2	0.0	17.8	1.7	0.0	9.8	2.8	1.1	0.2
Prop In Lane	1.00		1.00	1.00		0.28	1.00		0.59	1.00		1.00
Lane Grp Cap(c), veh/h	419	756	643	354	0	765	344	0	245	194	267	227
V/C Ratio(X)	0.09	0.81	0.03	0.25	0.00	0.62	0.12	0.00	0.81	0.33	0.10	0.02
Avail Cap(c_a), veh/h	582	1293	1099	456	0	1208	564	0	369	383	378	322
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	13.3	22.2	15.1	14.8	0.0	18.3	28.8	0.0	34.9	29.3	30.6	30.2
Incr Delay (d2), s/veh	0.1	2.1	0.0	0.4	0.0	0.8	0.2	0.0	8.0	1.0	0.2	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	13.0	0.3	1.1	0.0	8.6	0.8	0.0	5.0	1.3	0.5	0.1
LnGrp Delay(d),s/veh	13.4	24.4	15.1	15.1	0.0	19.1	29.0	0.0	42.9	30.3	30.8	30.3
LnGrp LOS	B	C	B	B		B	C		D	C	C	C
Approach Vol, veh/h		671			563			241			95	
Approach Delay, s/veh		23.5			18.5			40.5			30.4	
Approach LOS		C			B			D			C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	12.2	43.5	10.2	18.7	15.0	40.6	9.4	19.5
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	13.7	58.7	13.7	18.7	13.7	58.7	13.7	18.7
Max Q Clear Time (g_c+I1), s	3.0	19.8	4.8	11.8	4.2	26.6	3.7	3.1
Green Ext Time (p_c), s	0.0	8.0	0.1	0.7	0.1	7.7	0.0	1.1

Intersection Summary	
HCM 2010 Ctrl Delay	24.7
HCM 2010 LOS	C

AM Peak Hour Future Year Background Traffic Conditions



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	107	696	268	74	392	25	145	290	145	62	205	144
Future Volume (vph)	107	696	268	74	392	25	145	290	145	62	205	144
Peak Hour Factor	0.89	0.89	0.92	0.92	0.89	0.89	0.92	0.92	0.92	0.89	0.92	0.89
Heavy Vehicles (%)	2%	2%	2%	2%	4%	4%	2%	2%	2%	5%	2%	5%
Adj. Flow (vph)	120	782	291	80	440	28	158	315	158	70	223	162
Shared Lane Traffic (%)												
Lane Group Flow (vph)	120	1073	0	80	468	0	158	473	0	70	385	0
Sign Control		Free			Free			Stop			Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	107	696	268	74	392	25	145	290	145	62	205	144
Future Vol, veh/h	107	696	268	74	392	25	145	290	145	62	205	144
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	250	-	-	250	-	-	250	-	-	250	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	92	92	89	89	92	92	92	89	92	89
Heavy Vehicles, %	2	2	2	2	4	4	2	2	2	5	2	5
Mvmt Flow	120	782	291	80	440	28	158	315	158	70	223	162

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	469	0	0	1073	0	0	1661	1797	537	1404	1929	234
Stage 1	-	-	-	-	-	-	1168	1168	-	615	615	-
Stage 2	-	-	-	-	-	-	493	629	-	789	1314	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.6	6.54	7
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.6	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.6	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.55	4.02	3.35
Pot Cap-1 Maneuver	1089	-	-	645	-	-	~ 64	~ 79	488	97	~ 66	759
Stage 1	-	-	-	-	-	-	206	~ 266	-	438	480	-
Stage 2	-	-	-	-	-	-	526	474	-	343	226	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1089	-	-	645	-	-	-	~ 62	488	-	~ 51	759
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	~ 62	-	-	~ 51	-
Stage 1	-	-	-	-	-	-	183	~ 237	-	390	420	-
Stage 2	-	-	-	-	-	-	170	415	-	-	~ 201	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.9	1.7		
HCM LOS			-	-

Minor Lane/Major Mvmt	NBLn1	NBLn2	NBLn3	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2	SBLn3
Capacity (veh/h)	-	62	110	1089	-	-	645	-	-	-	51	114
HCM Lane V/C Ratio	-	2.542	2.866	0.11	-	-	0.125	-	-	-	2.185	2.397
HCM Control Delay (s)	-	$ 842.2	$ 924.8	8.7	-	-	11.4	-	-	-	$ 716.9	$ 715.2
HCM Lane LOS	-	F	F	A	-	-	B	-	-	-	F	F
HCM 95th %tile Q(veh)	-	15.7	29.6	0.4	-	-	0.4	-	-	-	11.3	24.1

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	49	825	97	113	563	75	44	87	160	68	60	23
Future Volume (vph)	49	825	97	113	563	75	44	87	160	68	60	23
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	2%	2%	2%	4%	4%	4%	3%	3%	3%	11%	11%	11%
Adj. Flow (vph)	54	907	107	124	619	82	48	96	176	75	66	25
Shared Lane Traffic (%)												
Lane Group Flow (vph)	54	907	107	124	701	0	48	272	0	75	66	25
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		8
Detector Phase	1	6	6	5	2		7	4		3	8	8
Switch Phase												
Minimum Initial (s)	10.0	20.0	20.0	10.0	20.0		5.0	10.0		5.0	10.0	10.0
Minimum Split (s)	16.3	26.3	26.3	16.3	26.3		11.3	20.0		11.3	20.0	20.0
Total Split (s)	20.0	65.0	65.0	20.0	65.0		20.0	25.0		20.0	25.0	25.0
Total Split (%)	15.4%	50.0%	50.0%	15.4%	50.0%		15.4%	19.2%		15.4%	19.2%	19.2%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3		4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3		6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None		None	None	None
v/c Ratio	0.16	1.00	0.13	0.57	0.73		0.16	0.90		0.41	0.24	0.07
Control Delay	11.3	61.1	2.1	32.8	30.5		34.7	73.0		40.8	48.1	0.4
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	11.3	61.1	2.1	32.8	30.5		34.7	73.0		40.8	48.1	0.4
Queue Length 50th (ft)	16	~761	0	49	455		28	170		45	46	0
Queue Length 95th (ft)	35	#1102	20	116	664		61	#357		87	93	0
Internal Link Dist (ft)		2796			1461			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	397	911	842	255	955		363	309		232	289	356
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	0
Reduced v/c Ratio	0.14	1.00	0.13	0.49	0.73		0.13	0.88		0.32	0.23	0.07

Intersection Summary

Cycle Length: 130
Actuated Cycle Length: 120.7
Natural Cycle: 100
Control Type: Actuated-Uncoordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	49	825	97	113	563	75	44	87	160	68	60	23
Future Volume (veh/h)	49	825	97	113	563	75	44	87	160	68	60	23
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1827	1827	1900	1845	1845	1900	1712	1712	1712
Adj Flow Rate, veh/h	54	907	93	124	619	71	48	96	117	75	66	10
Adj No. of Lanes	1	1	1	1	1	0	1	1	0	1	1	1
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	2	2	2	4	4	4	3	3	3	11	11	11
Cap, veh/h	347	933	793	225	828	95	290	110	133	168	278	236
Arrive On Green	0.07	0.50	0.50	0.08	0.51	0.51	0.03	0.14	0.14	0.05	0.16	0.16
Sat Flow, veh/h	1774	1863	1583	1740	1610	185	1757	758	924	1630	1712	1455
Grp Volume(v), veh/h	54	907	93	124	0	690	48	0	213	75	66	10
Grp Sat Flow(s),veh/h/ln	1774	1863	1583	1740	0	1794	1757	0	1682	1630	1712	1455
Q Serve(g_s), s	1.6	54.7	3.6	3.7	0.0	35.0	2.7	0.0	14.3	4.5	3.9	0.7
Cycle Q Clear(g_c), s	1.6	54.7	3.6	3.7	0.0	35.0	2.7	0.0	14.3	4.5	3.9	0.7
Prop In Lane	1.00		1.00	1.00		0.10	1.00		0.55	1.00		1.00
Lane Grp Cap(c), veh/h	347	933	793	225	0	923	290	0	243	168	278	236
V/C Ratio(X)	0.16	0.97	0.12	0.55	0.00	0.75	0.17	0.00	0.88	0.45	0.24	0.04
Avail Cap(c_a), veh/h	431	946	804	284	0	923	438	0	272	277	278	236
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	16.1	28.1	15.3	25.0	0.0	22.1	40.1	0.0	48.4	40.1	42.2	40.8
Incr Delay (d2), s/veh	0.2	22.5	0.1	2.1	0.0	3.4	0.3	0.0	24.2	1.8	0.4	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.8	33.8	1.6	2.1	0.0	18.1	1.3	0.0	8.3	2.1	1.9	0.3
LnGrp Delay(d),s/veh	16.3	50.6	15.4	27.1	0.0	25.5	40.4	0.0	72.6	41.9	42.6	40.9
LnGrp LOS	B	D	B	C		C	D		E	D	D	D
Approach Vol, veh/h		1054			814			261			151	
Approach Delay, s/veh		45.7			25.7			66.6			42.2	
Approach LOS		D			C			E			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	14.5	65.7	12.3	23.0	16.1	64.2	10.2	25.0
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	13.7	58.7	13.7	18.7	13.7	58.7	13.7	18.7
Max Q Clear Time (g_c+I1), s	3.6	37.0	6.5	16.3	5.7	56.7	4.7	5.9
Green Ext Time (p_c), s	0.1	11.8	0.1	0.4	0.2	1.1	0.0	1.3

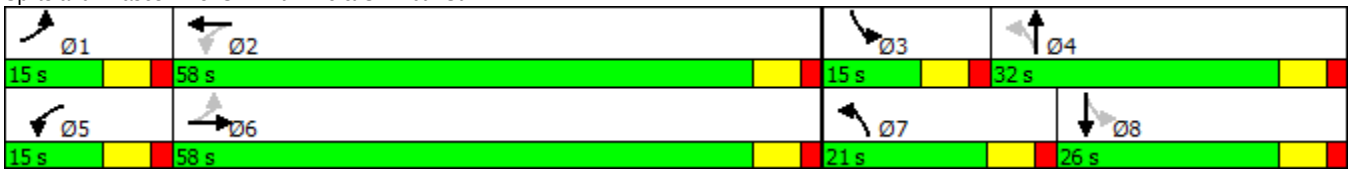
Intersection Summary	
HCM 2010 Ctrl Delay	40.7
HCM 2010 LOS	D

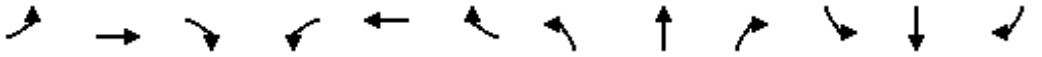
AM Peak Hour Future Year Background Traffic Conditions with Improvement

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	107	696	268	74	392	25	145	290	145	62	205	144
Future Volume (vph)	107	696	268	74	392	25	145	290	145	62	205	144
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Heavy Vehicles (%)	2%	2%	2%	4%	4%	4%	2%	2%	2%	5%	5%	5%
Adj. Flow (vph)	120	782	301	83	440	28	163	326	163	70	230	162
Shared Lane Traffic (%)												
Lane Group Flow (vph)	120	1083	0	83	468	0	163	489	0	70	392	0
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA		pm+pt	NA	
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6			2			4			8		
Detector Phase	1	6		5	2		7	4		3	8	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	11.3	24.3		11.3	24.3		11.3	24.3		11.3	24.3	
Total Split (s)	15.0	58.0		15.0	58.0		21.0	32.0		15.0	26.0	
Total Split (%)	12.5%	48.3%		12.5%	48.3%		17.5%	26.7%		12.5%	21.7%	
Yellow Time (s)	4.3	4.3		4.3	4.3		4.3	4.3		4.3	4.3	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.3	6.3		6.3	6.3		6.3	6.3		6.3	6.3	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Recall Mode	None	Min		None	Min		None	None		None	None	
v/c Ratio	0.27	0.78		0.36	0.38		0.49	0.59		0.26	0.68	
Control Delay	13.9	29.1		16.8	22.6		30.9	34.9		28.2	34.2	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	13.9	29.1		16.8	22.6		30.9	34.9		28.2	34.2	
Queue Length 50th (ft)	35	296		24	105		74	132		30	83	
Queue Length 95th (ft)	72	415		53	160		146	213		71	152	
Internal Link Dist (ft)		2458			2796			1229			1805	
Turn Bay Length (ft)	250			250			250			250		
Base Capacity (vph)	455	2006		249	2013		385	1023		293	816	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.26	0.54		0.33	0.23		0.42	0.48		0.24	0.48	

Intersection Summary
Cycle Length: 120
Actuated Cycle Length: 94.3
Natural Cycle: 80
Control Type: Actuated-Uncoordinated

Splits and Phases: 3: SW 44th Ave & SW 20th St





Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	107	696	268	74	392	25	145	290	145	62	205	144
Future Volume (veh/h)	107	696	268	74	392	25	145	290	145	62	205	144
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1900	1827	1827	1900	1863	1863	1900	1810	1810	1900
Adj Flow Rate, veh/h	120	782	301	83	440	28	163	326	163	70	230	162
Adj No. of Lanes	1	2	0	1	2	0	1	2	0	1	2	0
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Percent Heavy Veh, %	2	2	2	4	4	4	2	2	2	5	5	5
Cap, veh/h	464	1019	392	233	1315	83	305	509	249	237	335	227
Arrive On Green	0.06	0.41	0.41	0.05	0.40	0.40	0.10	0.22	0.22	0.05	0.17	0.17
Sat Flow, veh/h	1774	2501	962	1740	3315	210	1774	2304	1129	1723	1966	1329
Grp Volume(v), veh/h	120	553	530	83	230	238	163	249	240	70	200	192
Grp Sat Flow(s),veh/h/ln	1774	1770	1693	1740	1736	1790	1774	1770	1664	1723	1719	1575
Q Serve(g_s), s	3.6	24.5	24.5	2.5	8.4	8.4	6.7	11.6	12.0	3.0	9.9	10.5
Cycle Q Clear(g_c), s	3.6	24.5	24.5	2.5	8.4	8.4	6.7	11.6	12.0	3.0	9.9	10.5
Prop In Lane	1.00		0.57	1.00		0.12	1.00		0.68	1.00		0.84
Lane Grp Cap(c), veh/h	464	721	690	233	688	710	305	391	367	237	293	269
V/C Ratio(X)	0.26	0.77	0.77	0.36	0.33	0.34	0.53	0.64	0.65	0.30	0.68	0.72
Avail Cap(c_a), veh/h	529	1006	963	316	987	1018	421	500	470	323	373	341
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	14.9	23.2	23.2	18.3	19.1	19.1	27.4	32.1	32.3	29.4	35.4	35.6
Incr Delay (d2), s/veh	0.3	2.4	2.5	0.9	0.3	0.3	1.5	1.7	2.1	0.7	3.5	5.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.8	12.3	11.8	1.3	4.1	4.2	3.4	5.9	5.7	1.5	5.0	4.9
LnGrp Delay(d),s/veh	15.2	25.6	25.7	19.3	19.4	19.4	28.9	33.8	34.4	30.1	38.9	40.7
LnGrp LOS	B	C	C	B	B	B	C	C	C	C	D	D
Approach Vol, veh/h		1203			551			652			462	
Approach Delay, s/veh		24.6			19.3			32.8			38.3	
Approach LOS		C			B			C			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	11.7	42.4	10.5	26.4	10.7	43.4	15.1	21.8
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	8.7	51.7	8.7	25.7	8.7	51.7	14.7	19.7
Max Q Clear Time (g_c+I1), s	5.6	10.4	5.0	14.0	4.5	26.5	8.7	12.5
Green Ext Time (p_c), s	0.1	12.4	0.0	4.1	0.1	10.5	0.2	3.0

Intersection Summary	
HCM 2010 Ctrl Delay	27.7
HCM 2010 LOS	C

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	49	825	97	113	563	75	44	87	160	68	60	23
Future Volume (vph)	49	825	97	113	563	75	44	87	160	68	60	23
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	2%	2%	2%	4%	4%	4%	3%	3%	3%	11%	11%	11%
Adj. Flow (vph)	54	907	107	124	619	82	48	96	176	75	66	25
Shared Lane Traffic (%)												
Lane Group Flow (vph)	54	907	107	124	701	0	48	272	0	75	66	25
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		8
Detector Phase	1	6	6	5	2		7	4		3	8	8
Switch Phase												
Minimum Initial (s)	5.0	20.0	20.0	10.0	20.0		5.0	10.0		5.0	10.0	10.0
Minimum Split (s)	12.0	26.3	26.3	16.3	26.3		15.0	20.0		15.0	20.0	20.0
Total Split (s)	17.0	86.0	86.0	17.0	86.0		12.0	25.0		12.0	25.0	25.0
Total Split (%)	12.1%	61.4%	61.4%	12.1%	61.4%		8.6%	17.9%		8.6%	17.9%	17.9%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3		4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3		6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None		None	None	None
v/c Ratio	0.12	0.92	0.12	0.58	0.35		0.18	0.90		0.59	0.25	0.08
Control Delay	8.2	41.5	1.8	33.0	14.3		43.8	75.5		63.7	55.0	0.4
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	8.2	41.5	1.8	33.0	14.3		43.8	75.5		63.7	55.0	0.4
Queue Length 50th (ft)	14	667	0	43	158		32	187		51	50	0
Queue Length 95th (ft)	29	893	20	115	202		72	#400		#121	104	0
Internal Link Dist (ft)		2796			1461			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	524	1221	1080	216	2270		268	302		127	263	328
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	0
Reduced v/c Ratio	0.10	0.74	0.10	0.57	0.31		0.18	0.90		0.59	0.25	0.08

Intersection Summary

Cycle Length: 140
Actuated Cycle Length: 124.3
Natural Cycle: 110
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	49	825	97	113	563	75	44	87	160	68	60	23
Future Volume (veh/h)	49	825	97	113	563	75	44	87	160	68	60	23
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1827	1827	1900	1845	1845	1900	1712	1712	1712
Adj Flow Rate, veh/h	54	907	93	124	619	71	48	96	117	75	66	10
Adj No. of Lanes	1	1	1	1	2	0	1	1	0	1	1	1
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	2	2	2	4	4	4	3	3	3	11	11	11
Cap, veh/h	477	1007	856	248	1834	210	269	107	130	146	263	223
Arrive On Green	0.03	0.54	0.54	0.08	0.58	0.58	0.03	0.14	0.14	0.04	0.15	0.15
Sat Flow, veh/h	1774	1863	1583	1740	3140	360	1757	758	924	1630	1712	1455
Grp Volume(v), veh/h	54	907	93	124	342	348	48	0	213	75	66	10
Grp Sat Flow(s),veh/h/ln	1774	1863	1583	1740	1736	1763	1757	0	1682	1630	1712	1455
Q Serve(g_s), s	1.7	55.8	3.7	3.7	13.0	13.1	3.0	0.0	15.9	5.0	4.3	0.7
Cycle Q Clear(g_c), s	1.7	55.8	3.7	3.7	13.0	13.1	3.0	0.0	15.9	5.0	4.3	0.7
Prop In Lane	1.00		1.00	1.00		0.20	1.00		0.55	1.00		1.00
Lane Grp Cap(c), veh/h	477	1007	856	248	1014	1030	269	0	237	146	263	223
V/C Ratio(X)	0.11	0.90	0.11	0.50	0.34	0.34	0.18	0.00	0.90	0.51	0.25	0.04
Avail Cap(c_a), veh/h	566	1160	986	259	1081	1098	291	0	246	146	263	223
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	12.2	26.3	14.4	25.9	13.8	13.8	45.0	0.0	54.1	45.6	47.7	46.2
Incr Delay (d2), s/veh	0.1	8.9	0.1	1.6	0.2	0.2	0.3	0.0	31.5	3.0	0.5	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.8	31.0	1.6	2.5	6.3	6.4	1.5	0.0	9.5	2.4	2.1	0.3
LnGrp Delay(d),s/veh	12.3	35.3	14.4	27.4	14.0	14.0	45.3	0.0	85.6	48.6	48.2	46.2
LnGrp LOS	B	D	B	C	B	B	D		F	D	D	D
Approach Vol, veh/h		1054			814			261			151	
Approach Delay, s/veh		32.3			16.0			78.2			48.2	
Approach LOS		C			B			E			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	10.6	81.1	12.0	24.3	16.2	75.4	10.4	25.9
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	10.7	79.7	5.7	18.7	10.7	79.7	5.7	18.7
Max Q Clear Time (g_c+I1), s	3.7	15.1	7.0	17.9	5.7	57.8	5.0	6.3
Green Ext Time (p_c), s	0.0	16.4	0.0	0.1	0.1	11.3	0.0	1.3

Intersection Summary	
HCM 2010 Ctrl Delay	32.8
HCM 2010 LOS	C

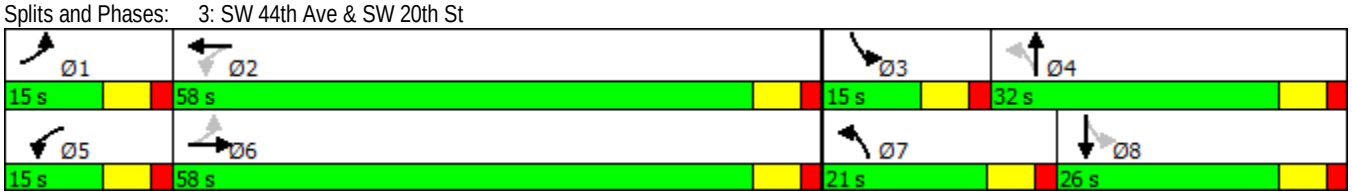
AM Peak Hour Buildout Traffic Conditions (with Background Improvement)

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	123	709	299	137	381	25	193	311	189	62	228	144
Future Volume (vph)	123	709	299	137	381	25	193	311	189	62	228	144
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Heavy Vehicles (%)	2%	2%	2%	4%	4%	4%	2%	2%	2%	5%	5%	5%
Adj. Flow (vph)	138	797	336	154	428	28	217	349	212	70	256	162
Shared Lane Traffic (%)												
Lane Group Flow (vph)	138	1133	0	154	456	0	217	561	0	70	418	0
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA		pm+pt	NA	
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6			2			4			8		
Detector Phase	1	6		5	2		7	4		3	8	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	11.3	24.3		11.3	24.3		11.3	24.3		11.3	24.3	
Total Split (s)	15.0	58.0		15.0	58.0		21.0	32.0		15.0	26.0	
Total Split (%)	12.5%	48.3%		12.5%	48.3%		17.5%	26.7%		12.5%	21.7%	
Yellow Time (s)	4.3	4.3		4.3	4.3		4.3	4.3		4.3	4.3	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.3	6.3		6.3	6.3		6.3	6.3		6.3	6.3	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Recall Mode	None	Min		None	Min		None	None		None	None	
v/c Ratio	0.30	0.84		0.71	0.34		0.66	0.65		0.30	0.74	
Control Delay	14.7	33.6		38.1	22.7		38.0	35.6		29.9	41.3	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	14.7	33.6		38.1	22.7		38.0	35.6		29.9	41.3	
Queue Length 50th (ft)	46	341		51	111		109	156		32	110	
Queue Length 95th (ft)	81	440		#154	155		193	237		71	177	
Internal Link Dist (ft)		2458			2796			1229			1805	
Turn Bay Length (ft)	250			250			250			250		
Base Capacity (vph)	476	1754		219	1753		345	926		252	708	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.29	0.65		0.70	0.26		0.63	0.61		0.28	0.59	

Intersection Summary

Cycle Length: 120
Actuated Cycle Length: 103.8
Natural Cycle: 90
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 3: SW 44th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	123	709	299	137	381	25	193	311	189	62	228	144
Future Volume (veh/h)	123	709	299	137	381	25	193	311	189	62	228	144
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1900	1827	1827	1900	1863	1863	1900	1810	1810	1900
Adj Flow Rate, veh/h	138	797	336	154	428	28	217	349	212	70	256	162
Adj No. of Lanes	1	2	0	1	2	0	1	2	0	1	2	0
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Percent Heavy Veh, %	2	2	2	4	4	4	2	2	2	5	5	5
Cap, veh/h	482	980	413	245	1356	88	319	508	303	219	342	209
Arrive On Green	0.06	0.40	0.40	0.07	0.41	0.41	0.12	0.24	0.24	0.05	0.17	0.17
Sat Flow, veh/h	1774	2430	1022	1740	3309	216	1774	2134	1273	1723	2052	1255
Grp Volume(v), veh/h	138	580	553	154	224	232	217	288	273	70	213	205
Grp Sat Flow(s),veh/h/ln	1774	1770	1682	1740	1736	1789	1774	1770	1638	1723	1719	1588
Q Serve(g_s), s	4.7	30.2	30.4	5.3	9.1	9.1	10.1	15.4	15.8	3.5	12.3	12.8
Cycle Q Clear(g_c), s	4.7	30.2	30.4	5.3	9.1	9.1	10.1	15.4	15.8	3.5	12.3	12.8
Prop In Lane	1.00		0.61	1.00		0.12	1.00		0.78	1.00		0.79
Lane Grp Cap(c), veh/h	482	714	679	245	712	733	319	421	390	219	286	264
V/C Ratio(X)	0.29	0.81	0.81	0.63	0.31	0.32	0.68	0.68	0.70	0.32	0.74	0.78
Avail Cap(c_a), veh/h	518	880	837	269	863	890	362	437	405	284	326	301
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	16.4	27.5	27.5	22.2	20.8	20.8	30.1	36.0	36.2	34.0	41.2	41.5
Incr Delay (d2), s/veh	0.3	4.8	5.1	4.0	0.3	0.2	4.3	4.2	5.0	0.8	7.8	10.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.3	15.6	15.1	2.8	4.4	4.6	5.3	8.0	7.7	1.7	6.4	6.4
LnGrp Delay(d),s/veh	16.7	32.3	32.7	26.2	21.0	21.0	34.4	40.2	41.2	34.8	49.1	52.1
LnGrp LOS	B	C	C	C	C	C	C	D	D	C	D	D
Approach Vol, veh/h		1271			610			778			488	
Approach Delay, s/veh		30.8			22.3			39.0			48.3	
Approach LOS		C			C			D			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	12.9	48.9	11.1	31.1	13.6	48.3	18.5	23.6
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	8.7	51.7	8.7	25.7	8.7	51.7	14.7	19.7
Max Q Clear Time (g_c+I1), s	6.7	11.1	5.5	17.8	7.3	32.4	12.1	14.8
Green Ext Time (p_c), s	0.1	12.9	0.0	3.6	0.0	9.6	0.1	2.5

Intersection Summary	
HCM 2010 Ctrl Delay	33.9
HCM 2010 LOS	C

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	65	901	97	113	607	75	44	87	160	68	60	32
Future Volume (vph)	65	901	97	113	607	75	44	87	160	68	60	32
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	2%	2%	2%	4%	4%	4%	3%	3%	3%	11%	11%	11%
Adj. Flow (vph)	71	990	107	124	667	82	48	96	176	75	66	35
Shared Lane Traffic (%)												
Lane Group Flow (vph)	71	990	107	124	749	0	48	272	0	75	66	35
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		8
Detector Phase	1	6	6	5	2		7	4		3	8	8
Switch Phase												
Minimum Initial (s)	5.0	20.0	20.0	10.0	20.0		5.0	10.0		5.0	10.0	10.0
Minimum Split (s)	12.0	26.3	26.3	16.3	26.3		15.0	20.0		15.0	20.0	20.0
Total Split (s)	17.0	86.0	86.0	17.0	86.0		12.0	25.0		12.0	25.0	25.0
Total Split (%)	12.1%	61.4%	61.4%	12.1%	61.4%		8.6%	17.9%		8.6%	17.9%	17.9%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3		4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3		6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None		None	None	None
v/c Ratio	0.16	0.96	0.12	0.66	0.37		0.19	0.98		0.65	0.24	0.10
Control Delay	8.2	49.7	1.8	44.7	14.7		46.0	95.2		71.3	56.5	0.6
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	8.2	49.7	1.8	44.7	14.7		46.0	95.2		71.3	56.5	0.6
Queue Length 50th (ft)	19	796	0	58	174		35	~209		56	55	0
Queue Length 95th (ft)	35	#1128	20	#142	222		72	#400		#106	104	0
Internal Link Dist (ft)		2796			1461			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	493	1106	990	191	2075		258	278		116	273	336
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	0
Reduced v/c Ratio	0.14	0.90	0.11	0.65	0.36		0.19	0.98		0.65	0.24	0.10

Intersection Summary

Cycle Length: 140
Actuated Cycle Length: 134.7
Natural Cycle: 130
Control Type: Actuated-Uncoordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	65	901	97	113	607	75	44	87	160	68	60	32
Future Volume (veh/h)	65	901	97	113	607	75	44	87	160	68	60	32
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1827	1827	1900	1845	1845	1900	1712	1712	1712
Adj Flow Rate, veh/h	71	990	64	124	667	75	48	96	118	75	66	8
Adj No. of Lanes	1	1	1	1	2	0	1	1	0	1	1	1
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	2	2	2	4	4	4	3	3	3	11	11	11
Cap, veh/h	465	1044	888	213	1886	212	258	104	128	135	254	216
Arrive On Green	0.03	0.56	0.56	0.07	0.60	0.60	0.03	0.14	0.14	0.04	0.15	0.15
Sat Flow, veh/h	1774	1863	1583	1740	3147	353	1757	754	927	1630	1712	1455
Grp Volume(v), veh/h	71	990	64	124	368	374	48	0	214	75	66	8
Grp Sat Flow(s),veh/h/ln	1774	1863	1583	1740	1736	1765	1757	0	1681	1630	1712	1455
Q Serve(g_s), s	2.3	67.5	2.5	3.7	14.6	14.6	3.2	0.0	17.0	5.4	4.6	0.6
Cycle Q Clear(g_c), s	2.3	67.5	2.5	3.7	14.6	14.6	3.2	0.0	17.0	5.4	4.6	0.6
Prop In Lane	1.00		1.00	1.00		0.20	1.00		0.55	1.00		1.00
Lane Grp Cap(c), veh/h	465	1044	888	213	1040	1058	258	0	232	135	254	216
V/C Ratio(X)	0.15	0.95	0.07	0.58	0.35	0.35	0.19	0.00	0.92	0.56	0.26	0.04
Avail Cap(c_a), veh/h	545	1096	932	223	1040	1058	276	0	232	135	254	216
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	11.9	27.9	13.6	30.1	13.8	13.8	48.0	0.0	57.6	48.9	51.1	49.4
Incr Delay (d2), s/veh	0.2	15.9	0.0	3.5	0.2	0.2	0.3	0.0	38.4	4.9	0.5	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.1	39.3	1.1	2.8	7.0	7.1	1.6	0.0	10.4	2.6	2.2	0.3
LnGrp Delay(d),s/veh	12.1	43.8	13.7	33.6	14.0	14.0	48.3	0.0	96.0	53.8	51.6	49.5
LnGrp LOS	B	D	B	C	B	B	D		F	D	D	D
Approach Vol, veh/h		1125			866			262			149	
Approach Delay, s/veh		40.1			16.8			87.3			52.6	
Approach LOS		D			B			F			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	11.0	87.5	12.0	25.0	16.2	82.2	10.6	26.4
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	10.7	79.7	5.7	18.7	10.7	79.7	5.7	18.7
Max Q Clear Time (g_c+I1), s	4.3	16.6	7.4	19.0	5.7	69.5	5.2	6.6
Green Ext Time (p_c), s	0.1	19.2	0.0	0.0	0.1	6.4	0.0	1.3

Intersection Summary	
HCM 2010 Ctrl Delay	37.6
HCM 2010 LOS	D

PM Peak Hour Arterial Analysis (Background and Buildout with Background Improvement)

Arterial Level of Service: EB SW 20th St

Cross Street	Arterial Class	Flow Speed	Running Time	Signal Delay	Travel Time (s)	Dist (mi)	Arterial Speed	Arterial LOS
College of Central F	II	45	46.7	45.1	91.8	0.58	22.9	C
SW 27th Ave	II	45	39.7	63.0	102.7	0.42	14.8	E
Total	II		86.4	108.1	194.5	1.01	18.6	D

Arterial Level of Service: WB SW 20th St

Cross Street	Arterial Class	Flow Speed	Running Time	Signal Delay	Travel Time (s)	Dist (mi)	Arterial Speed	Arterial LOS
SW 31st Ave	II	45	39.7	13.2	52.9	0.42	28.7	B
SW 38th Ave	II	45	46.7	28.0	74.7	0.58	28.1	B
Total	II		86.4	41.2	127.6	1.01	28.4	B

Arterial Level of Service: EB SW 20th St

Cross Street	Arterial Class	Flow Speed	Running Time	Signal Delay	Travel Time (s)	Dist (mi)	Arterial Speed	Arterial LOS
College of Central F	II	45	46.7	45.3	92.0	0.58	22.8	C
SW 27th Ave	II	45	39.7	63.2	102.9	0.42	14.8	E
Total	II		86.4	108.5	194.9	1.01	18.6	D

Arterial Level of Service: WB SW 20th St

Cross Street	Arterial Class	Flow Speed	Running Time	Signal Delay	Travel Time (s)	Dist (mi)	Arterial Speed	Arterial LOS
SW 31st Ave	II	45	39.7	13.6	53.3	0.42	28.5	B
SW 38th Ave	II	45	46.7	30.2	76.9	0.58	27.3	C
Total	II		86.4	43.8	130.2	1.01	27.8	C

Appendix G: Signal Warrant Analysis Worksheets

Pagones Theorem			
Situation	**Approach configuration**	**Condition**	**Reduction of right turns**
1	Shared Left/ Through/Right	$R > 0.7A$ $0.7A \geq R > 0.35A$ $R \leq 0.35A$	Reduce R by 60 percent Reduce R by 40 percent Reduce R by 20 percent
2	Exclusive Left, Shared Through/ Right	$R > 3T$ $3T \geq R > T/3$ $R \leq T/3$	Reduce R by 60 percent Reduce R by 40 percent Reduce R by 20 percent
3	Any configuration with an exclusive right turn lane (usually ≥ 600 feet long)		Reduce R by 75 percent in all cases
4	Shared Left/Through and Shared Through/Right	$R > (T + L)$ $L > (T + R)$ $L = T = R$ (±10 vehicles) $L = T > 3R$ $R = T > 3L$ All other cases	Reduce R by 65 percent Use Situation 2 Reduce R by 40 percent Reduce R by 20 percent Reduce R by 50 percent Reduce R by 30 percent
5	Exclusive Left, Exclusive Through and Shared Through/Right	$R > T$ $T \geq R > T/2$ $T/2 \geq R > T/4$ $R \leq T/4$	Reduce R by 75 percent Reduce R by 50 percent Reduce R by 30 percent Reduce R by 15 percent

Where: L = number of left turning vehicles in approach;
T = number of through vehicles in approach;
R = number of right turning vehicles in approach; and
$A = (L + T + R)$.

TABLE 3
TRAFFIC SIGNAL WARRANT SUMMARY

City: Ocala | Engineer: Kimley-Horn
County: Marion | Date: March 28, 2018

Major Street: SW 44th Avenue | Lanes: 2 | Critical Approach Speed: 45
Minor Street: SW 40th Street | Lanes: 1

Volume Level Criteria

1. Is the critical speed of major street traffic > 70 km/h (40 mph) ? ☐ Yes ■ No
2. Is the intersection in a built-up area of isolated community of <10,000 population? ☐ Yes ■ No

If Question 1 or 2 above is answered "Yes", then use "70%" volume level ☐ 70% ■ 100%

WARRANT 3 - PEAK HOUR

Applicable: ■ Yes ☐ No
Satisfied: ■ Yes ☐ No

If all three criteria are fullfilled or the plotted point lies above the appropriate line, then the warrant is satisfed.

Unusual condition justifying use of warrant:

N/A

Record hour when criteria are fulfilled and the corresponding delay or volume in boxes provided.

Peak Hour Volumes	
4:15 PM - 5:15 PM	
Major Street	1,440
Minor Street	637

Criteria

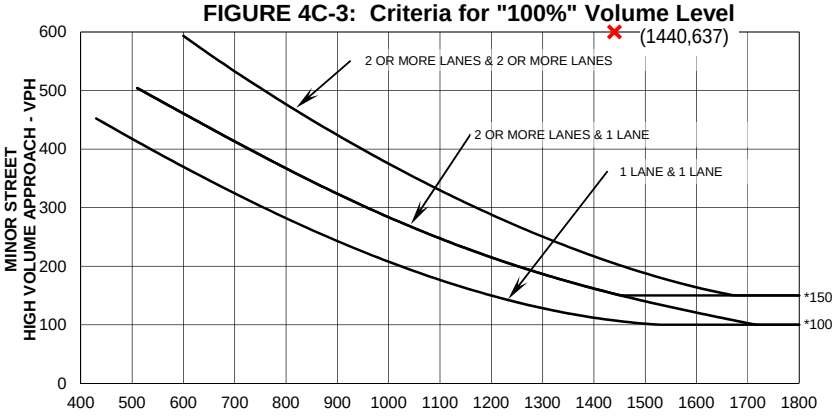
1. Delay on Minor Approach *(vehicle-hours)		
Approach Lanes	**1**	2
Delay Criteria*	**4.0**	5.0
Delay*	**138.4**	
Fulfilled?: ■ Yes ☐ No		

2. Volume on Minor Approach *(vehicles per hour)		
Approach Lanes	**1**	2
Volume Criteria*	**100**	150
Volume*	**637**	
Fulfilled?: ■ Yes ☐ No		

3. Total Entering Volume *(vehicles per hour)		
No. of Approaches	3	**4**
Volume Criteria*	650	**800**
Volume*		**2,077**
Fulfilled?: ■ Yes ☐ No		

Plot volume combination on the applicable figure below.

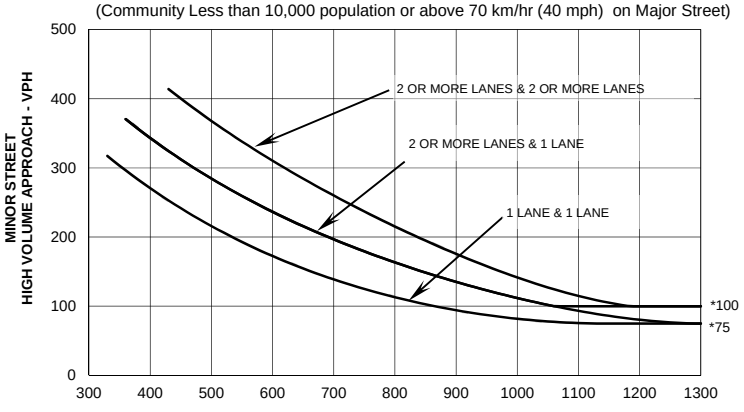
FIGURE 4C-3: Criteria for "100%" Volume Level



** Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

FIGURE 4C-4: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr (40 mph) on Major Street)



** Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

Source: Revised from NCHRP Report 457

K:\OCA_Civil\142742000 - Wintergreen PD TIA\calcs\Signal Warrant\WINTERGREEN\[WarrantSpreadsheet -- 44th & 40th (Background).xlsm]Warrant 3

TABLE 3
TRAFFIC SIGNAL WARRANT SUMMARY

City: Ocala | Engineer: Kimley-Horn
County: Marion | Date: March 28, 2018

Major Street: SW 20th Street | Lanes: 2 | Critical Approach Speed: 45
Minor Street: SW 44th Avenue | Lanes: 2
includes RT volume reduction for Pagones Theorem

Volume Level Criteria

1. Is the critical speed of major street traffic > 70 km/h (40 mph) ? ■ Yes ☐ No
2. Is the intersection in a built-up area of isolated community of <10,000 population? ☐ Yes ■ No

If Question 1 or 2 above is answered "Yes", then use "70%" volume level ■ 70% ☐ 100%

WARRANT 3 - PEAK HOUR

Applicable: ■ Yes ☐ No
Satisfied: ■ Yes ☐ No

If all three criteria are fullfilled or the plotted point lies above the appropriate line, then the warrant is satisfed.

Unusual condition justifying use of warrant:

N/A

Record hour when criteria are fulfilled and the corresponding delay or volume in boxes provided.

Peak Hour Volumes	
4:15 PM - 5:15 PM	
Major Street	1,731
Minor Street	500

Criteria

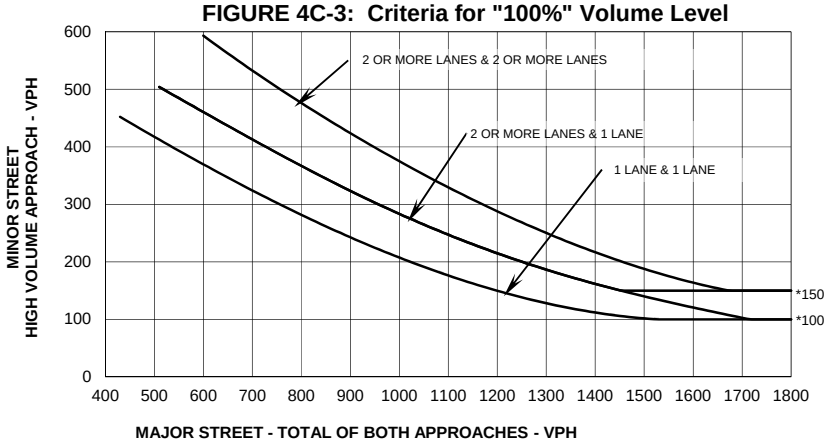
1. Delay on Minor Approach *(vehicle-hours)		
Approach Lanes	1	**2**
Delay Criteria*	4.0	**5.0**
Delay*		**41.7**
Fulfilled?: ■ Yes ☐ No		

2. Volume on Minor Approach *(vehicles per hour)		
Approach Lanes	1	**2**
Volume Criteria*	100	**150**
Volume*		**500**
Fulfilled?: ■ Yes ☐ No		

3. Total Entering Volume *(vehicles per hour)		
No. of Approaches	3	**4**
Volume Criteria*	650	**800**
Volume*		**2,231**
Fulfilled?: ■ Yes ☐ No		

Plot volume combination on the applicable figure below.

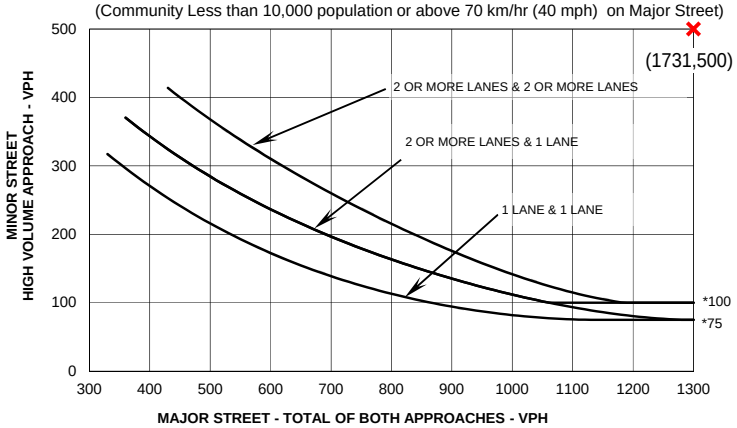
FIGURE 4C-3: Criteria for "100%" Volume Level



** Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

FIGURE 4C-4: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr (40 mph) on Major Street)



** Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

Source: Revised from NCHRP Report 457

K:\OCA_Civil\142742000 - Wintergreen PD TIA\calcs\Signal Warrant\WINTERGREEN\[WarrantSpreadsheet -- 44th & 20th (Background).xlsm]Warrant 3

Appendix H: Turn Lane Warrant Worksheets

SW 20th Street Right-in/Right-out Access

Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

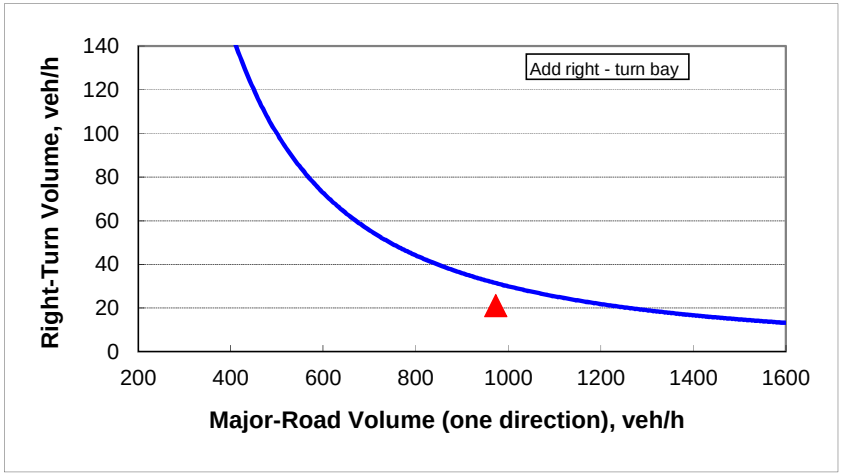
INPUT

Roadway geometry:	4-lane roadway

Variable	Value
Major-road speed, mph:	45
Major-road volume (one direction), veh/h:	973
Right-turn volume, veh/h:	21

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	31
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Do NOT add right-turn bay.	



SW 44th Avenue Right-in/Right-out Access

Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

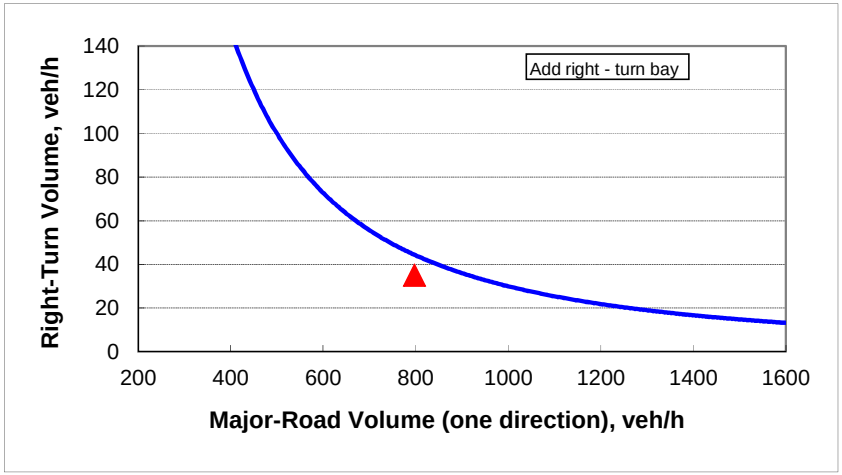
INPUT

Roadway geometry:	4-lane roadway

Variable	Value
Major-road speed, mph:	45
Major-road volume (one direction), veh/h:	797
Right-turn volume, veh/h:	35

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	44
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Do NOT add right-turn bay.	



SW 44th Avenue Full Access

Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

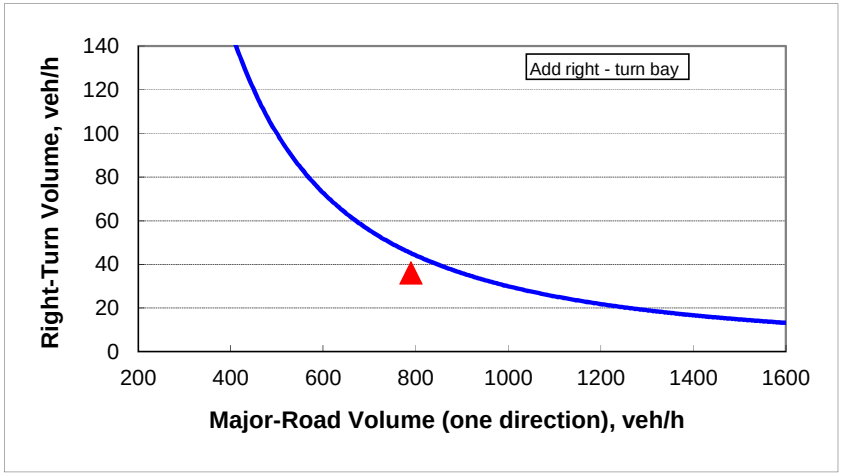
INPUT

Roadway geometry:	4-lane roadway

Variable	Value
Major-road speed, mph:	45
Major-road volume (one direction), veh/h:	790
Right-turn volume, veh/h:	36

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	45
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Do NOT add right-turn bay.	



SW 44th Avenue Full Access (North)

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

4-lane roadway

INPUT

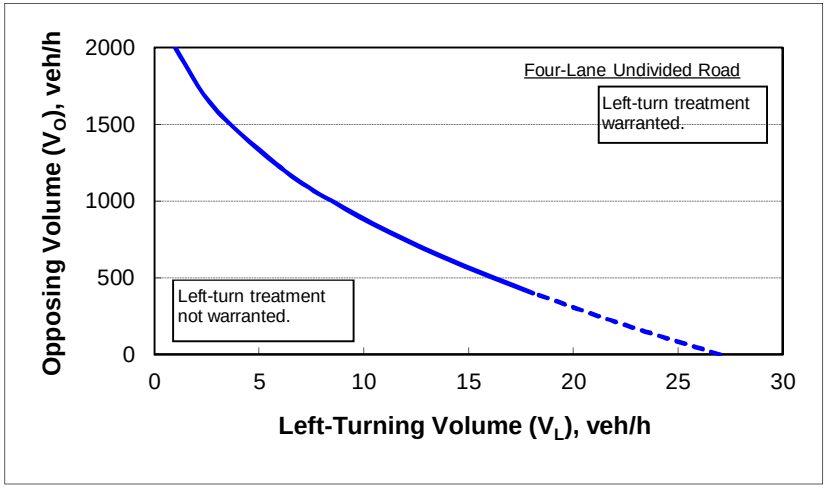
Variable	Value
Left-turning volume (V_L), veh/h:	71
Advancing volume (V_A), veh/h:	629
Opposing volume (V_O), veh/h:	790

OUTPUT

Variable	Message
Opposing volume (Vo) check:	O.K.
Combined volume (V_A and V_O) check:	O.K.
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment warranted.	

CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	4.0
Critical headway, s:	6.0



Note: When V_O < 400 veh/h (dashed line), a left-turn lane is not normally warranted unless the advancing volume (V_A) in the same direction as the left-turning traffic exceeds 400 veh/h (V_A > 400 veh/h).

SW 44th Avenue Full Access (South)

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

4-lane roadway

INPUT

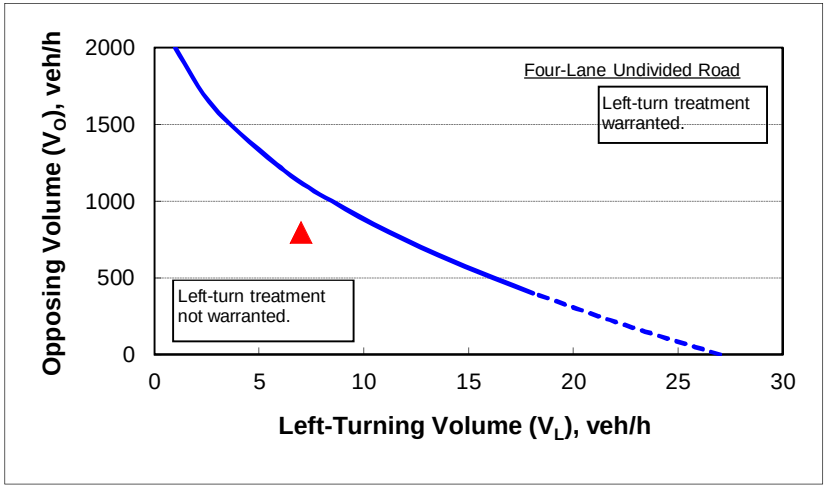
Variable	Value
Left-turning volume (V_L), veh/h:	7
Advancing volume (V_A), veh/h:	615
Opposing volume (V_O), veh/h:	795

OUTPUT

Variable	Message
Opposing volume (Vo) check:	O.K.
Combined volume (V_A and V_O) check:	O.K.
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment NOT warranted.	

CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	4.0
Critical headway, s:	6.0



Note: When V_O < 400 veh/h (dashed line), a left-turn lane is not normally warranted unless the advancing volume (V_A) in the same direction as the left-turning traffic exceeds 400 veh/h (V_A > 400 veh/h).

Appendix I: SIDRA Output

LANE SUMMARY

Site: 1 [SW 44th Ave & SW 31st St]

Proposed Roundabout Access to Wintergreen PD via SW 31st Street

Roundabout

Lane Use and Performance

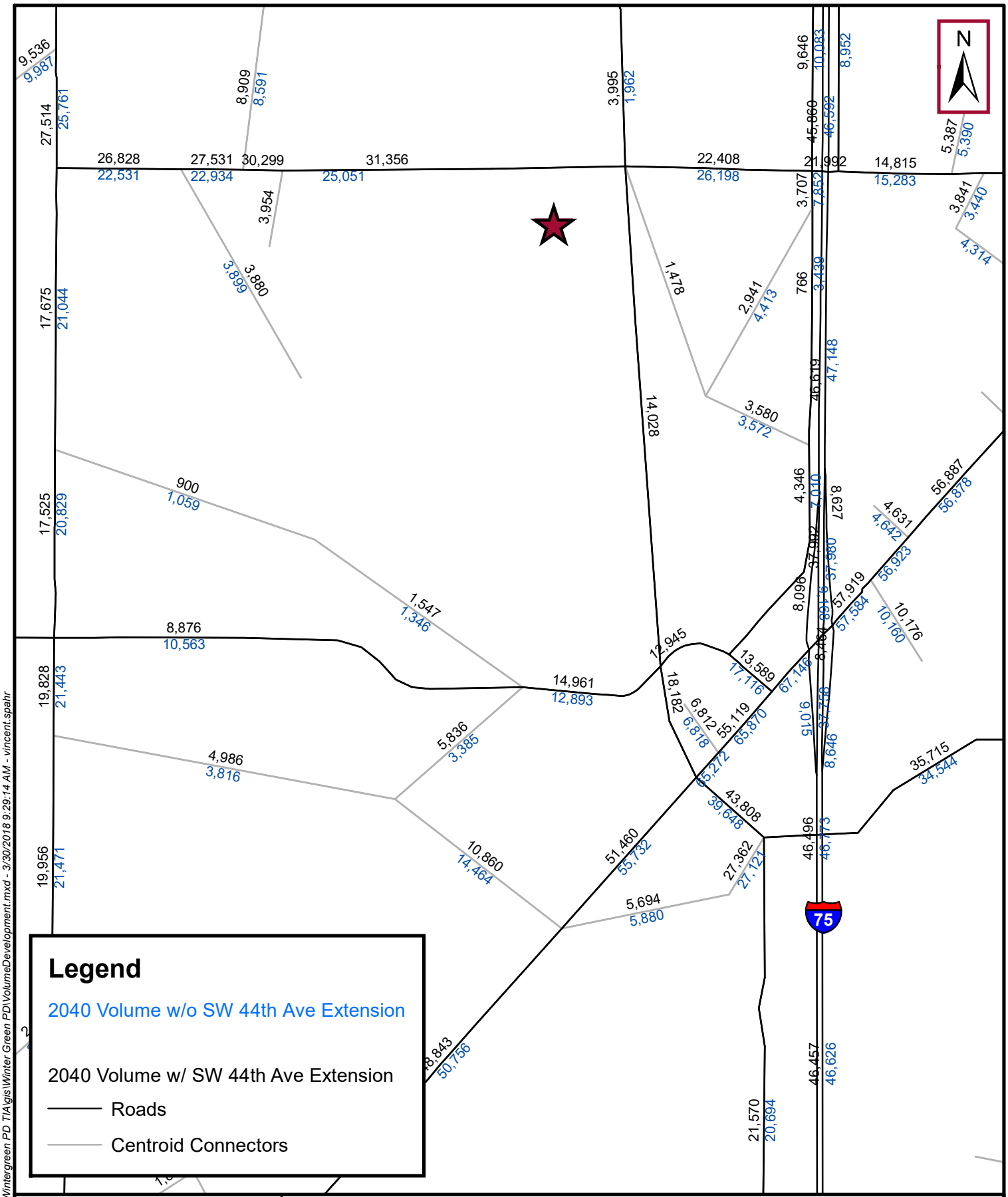
	Demand Flows Total veh/h	HV %	Cap. veh/h	Deg. Satn v/c	Lane Util. %	Average Delay sec	Level of Service	95% Back of Queue Veh	Dist ft	Lane Config	Lane Length ft	Cap. Adj. %	Prob. Block. %
South: SW 44th Avenue													
Lane 1	385	2.0	1338	0.288	100	5.2	LOS A	1.5	37.7	Full	1600	0.0	0.0
Lane 2[d]	385	2.0	1338	0.288	100	5.2	LOS A	1.5	37.7	Full	1600	0.0	0.0
Approach	770	2.0		0.288		5.2	LOS A	1.5	37.7				
East: SW 31st Street													
Lane 1[d]	3	2.0	690	0.005	100	5.3	LOS A	0.0	0.4	Full	1600	0.0	0.0
Approach	3	2.0		0.005		5.3	LOS A	0.0	0.4				
North: SW 44th Avenue													
Lane 1	453	2.0	1349	0.336	100	5.7	LOS A	1.9	47.1	Full	1600	0.0	0.0
Lane 2[d]	453	2.0	1349	0.336	100	5.7	LOS A	1.9	47.1	Full	1600	0.0	0.0
Approach	905	2.0		0.336		5.7	LOS A	1.9	47.1				
West: SW 31st Street													
Lane 1[d]	67	2.0	659	0.102	100	6.6	LOS A	0.3	8.8	Full	1600	0.0	0.0
Approach	67	2.0		0.102		6.6	LOS A	0.3	8.8				
Intersection	1746	2.0		0.336		5.5	LOS A	1.9	47.1				

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
Roundabout LOS Method: Same as Sign Control.
Lane LOS values are based on average delay and v/c ratio (degree of saturation) per lane.
LOS F will result if v/c > 1 irrespective of lane delay value (does not apply for approaches and intersection).
Intersection and Approach LOS values are based on average delay for all lanes (v/c not used as specified in HCM 6).
Roundabout Capacity Model: US HCM 6.
HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.
Gap-Acceptance Capacity: Traditional M1.
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

d Dominant lane on roundabout approach

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Appendix J: CFRPM Model Outputs, SW 44th Avenue Extension



K:\OCA_Civil\142742000 - Wintergreen PD TIA\gis\Winter Green PD\VolumeDevelopment.mxd - 3/30/2018 9:29:14 AM - vincent.spahr

Kimley»Horn

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101 E Silver Springs Blvd, Suite 400, Ocala FL 34470
Phone: 352 438 3000
www.kimley-horn.com CA 00000696

CFRPM Model Outputs -- SW 44th Avenue Extension

WINTERGREEN PD
OCALA, FLORIDA

Project No: 142742000	Not To Scale	April 2018	Figure 1

Appendix K: Post-submittal Documentation and Study Approval

TRANSPORTATION IMPACT ANALYSIS
TRAFFIC STUDY
SUBMITTAL ACCEPTANCE

Date: September 4, 2018

Project: Winter Green PD (TIA18-0002)

Applicant: Kimley-Horn and Associates

The submittal concerning the subject project has been approved by the review committee subject to submittal and finalization of the proportionate share agreement.

Oscar E. Tovar, PE, Deputy City Engineer
City Engineer's Office Department

Kimley»Horn

August 13, 2018

Ms. Karen Cupp
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd Floor
Ocala, FL 34471

RE: ***Wintergreen PD (TIA18-0002)***
Kimley-Horn Number 142742f000

Dear Ms. Cupp:

Kimley-Horn and Associates, Inc. received comments dated August 2, 2018, for the above referenced project. Below are the comments and associated responses:

Transportation Division

1. Include discussion on transit per item 2 of the conditional Methodology Acceptance.

   Response: The site civil design engineer will coordinate with the TPO regarding the need for a bus stop and shelter within the site. This will be addressed during the site plan submittal process and/or conceptual PD plan review process.

2. Concur with planning comment on proportionate share determination.

   Response: Acknowledged.

Planning

3. Any proportionate share is to be determined through a settlement agreement per Tye Chighizola, Growth Management Director.

   Response: Acknowledged.

Marion County Growth Services

4. Page 11 - Figure 1 – Trip Distribution
   Extending out from the site (intersection of SW 20th Street and SW 44th Avenue), the distribution percentages are 12%, 27%, 52%, and 22% that adds up to 113%? The 52% distribution to the south seems somewhat high given the extent of development in that direction and that it drops off to 38% (a 14% reduction) when there does not seem to be that much that would "pull off" that much traffic as most of what is immediately south, before SW 38th Street/Ave, is almost all residential.

   Response: The trip distribution shown in Figure 1 was approved during the methodology process and is based on the FSUTMS model distribution. The 52% shown on SW 44th Avenue is directly fronting the site and represents overlap in traffic volumes entering and exiting multiple driveway locations along SW 44th Avenue and SW 20th Street. A portion of the 52% of project traffic shown on this segment is entering/exiting traffic from/to the south and entering/exiting traffic from/to the north on the segment adjacent to the project driveways. The 38% trip distribution shown south of the project

site is the anticipated distribution from/to the south. The trip distribution percentages south of the site (38%), west of the site (22%), north of SW 20th Street (12%), and east of SW 44th Avenue (27%) represent 99% of the project traffic distribution.

5. Page 20 – Buildout (2037) PM Peak Hour Traffic Volumes
Intersection 1 – SW 20th St/SW 44th Ave – the southbound direction identifies multiple "0" trip movements for southbound on to SW 44th Ave and "0" trip movements for all northbound movements from SW 44th Ave – these "0"s seem inappropriate, especially for the PM hour given the variety of residential and non-residential uses existing in the area, the proposed uses, and the "connectivity" of the area given that SW 44th Ave will be part of the routing to the areas to the south and southeast given SW 44th Ave's connection to the SW 42nd Street Road and the SW 49th Avenue extension south to Marion Oaks. These "0"s are especially a concern as this project's analysis presumes the Country Green PD with more housing and commercial will be considered "in place" prior to this Wintergreen PD (according to the Executive Summary)

Response: A revised Figure 4 is provided as an attachment to this letter. The turning movement volumes shown on the original figure were not consistent with those utilized in the operational analysis. The Buildout total volumes used in the analysis included existing peak season traffic volumes, background growth (including a shift to account for the new SW 44th Avenue), committed traffic, and project traffic. The turning movement volumes are further detailed in Appendix E (Intersection Volume Development) of the submitted traffic study.

Marion County Transportation

6. No comments received.

Response: Acknowledged.

Transportation Planning Organization (TPO)

7. TPO staff have reviewed and have no comments at this time.

Response: Acknowledged.

We trust these responses, along with the attachment, will provide the additional information as requested. Please feel free to contact our office if you have any questions.

Sincerely,
KIMLEY-HORN

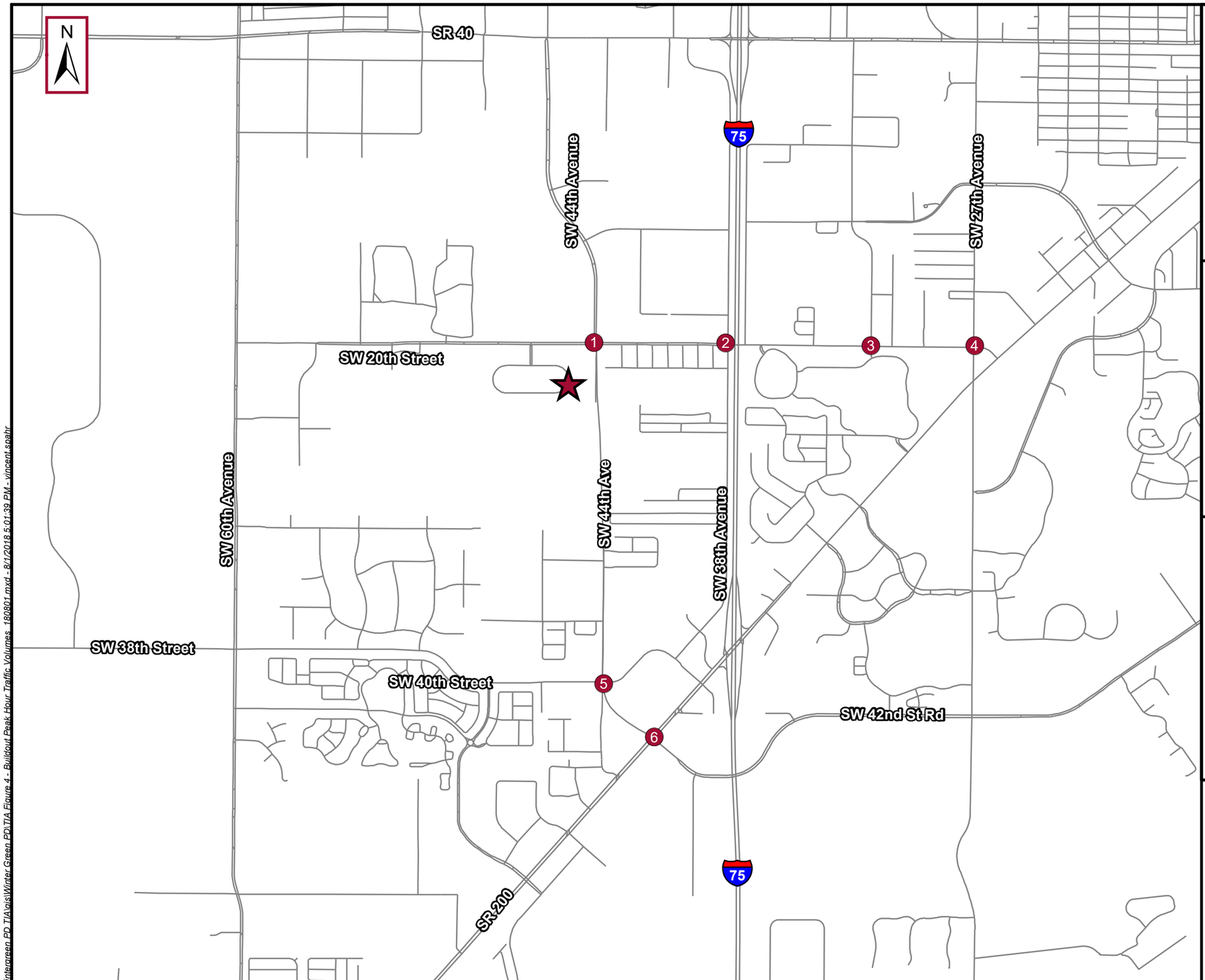
Amber L. Gartner, PE

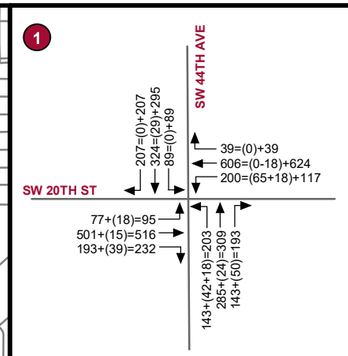
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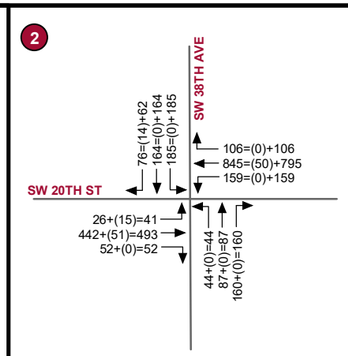
Attachments: Revised Figure 4

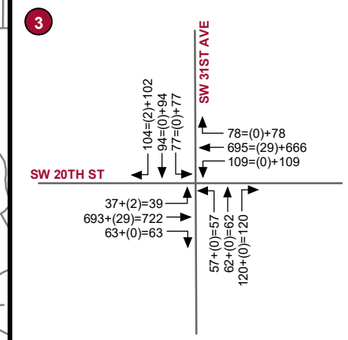
Cc: Don Carll
File

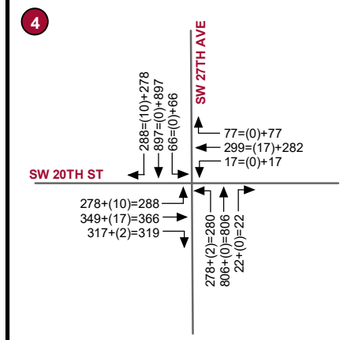
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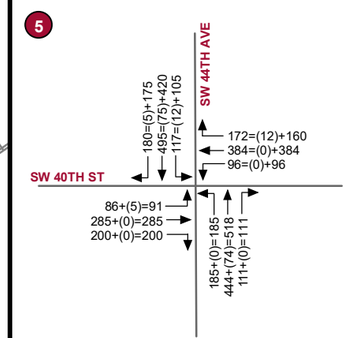


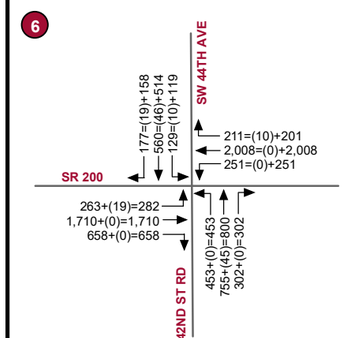












Legend

- Project Location
- Study Area Intersection
- Streets
- 2037 Projected Background + (Project+Pass-by) = Buildout Total Traffic

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Kimley»Horn
101 E Silver Springs Blvd, Suite 400, Ocala FL 34470
Phone: 352 438 3000
www.kimley-horn.com CA 00000696

FIGURE 4: BUILDOUT (2037) PM PEAK HOUR TRAFFIC VOLUMES

WINTERGREEN PD
OCALA, FLORIDA

Project No: 142742000

Not To Scale | August 2018

K:\OCA_Civil\142742000_Wintergreen PD TIA\gis\Winter Green PD\TIA Figure 4 - Buildout Peak Hour Traffic Volumes_180801.mxd - 8/1/2018 5:01:39 PM - vincent.spahr

Legislation Text

File #: 2022-0035, **Version:** 1

Submitted By: Tye Chighizola

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Approve a Concurrency Development Agreement between the City of Ocala and Country Green, LLP for property located at the 5300 block of SW 20th Street (Parcel # 23320-005-03/Country Green PD) (CDA21-44612). This is the second of two public hearings. The first public hearing was held on January 4, 2022.

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub, Quality of Place

PROOF OF PUBLICATION:
12/17/2021 and 01/07/2022

BACKGROUND:

This Concurrency Development Agreement between the City of Ocala and Country Green, LLP addresses future development for the property located in the 5300 block of SW 20th Street. The property owner for this development is the same owner of the Wintergreen PD. Staff is proposing that City Council adopt Wintergreen and Country Green Concurrency Development Agreements at the same time (January 18, 2022). At the same meeting, staff will be recommending that City Council also adopt a Donation Agreement between the same parties to secure the right of way for SW 44th Avenue.

The property is currently zoned Planned Development (PD). The property owner intends to develop the property as a mixed-use development, which may include 900 apartments and 75,000 square feet of retail space, as outlined in the PD Plan as currently approved.

A traffic study was reviewed and approved by City, County, and the TPO. The traffic study indicates a failure at the intersection of SW 20th Street and SW 38th Avenue and a needed signal timing modification at the intersection of SW 20th Street and SW 27th Avenue based on the traffic generated by the project. The agreement includes an equivalency matrix to allow changes in the proposed uses. The property owner is proposing that the deficient facilities be mitigated by donation of the right of way for SW 44th Avenue under the terms of the Wintergreen Concurrency Development Agreement.

FINDINGS AND CONCLUSIONS:

The proposed Concurrency Development Agreement along with the Donation Agreement are the necessary mechanisms needed to convey the right of way to the City. The Concurrency Development Agreement will reserve trips until 2037 for the property owner and mitigate the impact of the development. The Donation Agreement will be presented at the January 18, 2022, City Council meeting.
As part of the Concurrency Development Agreement, the City will support the property owner's application to receive transportation impact fee credits for the donation of the right of way. Section 10-323 of the County Impact Fee Ordinance provides for a developer/property owner to receive a credit against impact fees according to a written impact fee credit agreement approved by the County Commission for the conveyance of ROW and construction or expansion of transportation facilities.

FISCAL IMPACT:
The Concurrency Development Agreement and the Donation Agreement will allow staff to pursue additional funding from the state to complete SW/NW 44th Avenue corridor project.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
The agreement was reviewed by the Assistant City Attorney, James W. Gooding

ALTERNATIVE:
- Approve
- Approve with changes
- Deny
- Table

This Instrument Prepared by and Return To:
W. James Gooding III
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, FL 34471

DEVELOPMENT AGREEMENT CONCERNING TRANSPORTATION CONCURRENCY AND OTHER MATTERS PURSUANT TO CHAPTER 163, FLORIDA STATUTES [COUNTRY GREEN]

Between
City of Ocala, a Florida municipal corporation,
and
Country Green, LP, a Nevada limited liability partnership

Effective Date: January 18, 2022

Table of Contents

1. DEFINITIONS 2

1.1. DEFINITIONS 2

1.1.1. Agreement 2
1.1.2. Capacity Reservation Fee 3
1.1.3. City 3
1.1.4. City CMS 3
1.1.5. City Code 3
1.1.6. Community Planning Act 3
1.1.7. Concurrency Mitigation 3
1.1.8. Conveyed ROW 3
1.1.9. County 3
1.1.10. County CMS 3
1.1.11. County Code 3
1.1.12. County Impact Fee Credit Agreement 3
1.1.13. County Impact Fee Ordinance 3
1.1.14. Deficient Facilities 3
1.1.15. Development Agreement Act 4
1.1.16. Effective Date 4
1.1.17. Equivalency Matrix 4
1.1.18. FDOT 4
1.1.19. Governmental Authority 4
1.1.20. Impact Fee Credits 4
1.1.21. Impact Fees 4
1.1.22. Month 4
1.1.23. Owner 4
1.1.24. Parcel or Parcels 4
1.1.25. Party 4
1.1.26. PD Amendment 4
1.1.27. PD Plan 5
1.1.28. Project 5
1.1.29. Project Engineer 5
1.1.30. Property 5
1.1.31. Property Donation Agreement 5
1.1.32. Public Facilities 5
1.1.33. Reservation of Capacity 5
1.1.34. Reserved Trips 5
1.1.35. ROW 5
1.1.36. Stormwater Management Facilities 5
1.1.37. Subsequent Owners 5
1.1.38. TPO 6
1.1.39. Traffic Study 6
1.1.40. Transportation Facilities 6
1.1.41. Transportation Improvements 6
1.1.42. Trip 6
1.1.43. Water Management District 6
1.1.44. Wintergreen Development Agreement 6

1.2. RULES OF CONSTRUCTION 6

2. REPRESENTATIONS AND WARRANTIES 7

2.1. OWNERS' REPRESENTATIONS AND WARRANTIES 7
2.2. CITY REPRESENTATIONS AND WARRANTIES 7
3. TRANSPORTATION FACILITIES; TRAFFIC CONCURRENCY; OWNER CONTRIBUTIONS 8
3.1. TRAFFIC STUDY 8
3.2. EQUIVALENCY MATRIX 8
3.3. STUDY AREA 8
3.4. ROADWAY SEGMENTS 9
3.5. INTERSECTIONS 9
3.6. MITIGATION 9
4. CONCURRENCY MITIGATION 9
4.1. CREDITS 9
5. CAPACITY RESERVATIONS 10
5.1. RESERVATION OF CAPACITY 10
5.2. TERM OF RESERVATION 11
6. BENEFITS OF DEVELOPMENT AGREEMENT ACT 11
7. DEVELOPMENT PERMITS REQUIRED 11
7.1. LOCAL DEVELOPMENT PERMITS 11
7.2. ADDITIONAL PERMITS, ETC 12
7.3. ADDITIONAL CONDITIONS 12
8. PUBLIC FACILITIES 12
8.1. TRANSPORTATION FACILITIES 12
8.2. POTABLE WATER 12
8.3. SANITARY SEWER 12
8.4. SOLID WASTE COLLECTION 12
8.5. EDUCATIONAL FACILITIES 12
8.6. RECREATIONAL FACILITIES 12
8.7. HEALTH SYSTEMS AND FACILITIES 12
9. ADDITIONAL PROVISIONS 12
9.1. NOTICES 13
9.2. NEGATION OF PARTNERSHIP 14
9.3. NOT A PUBLIC DEDICATION 14
9.4. DEFAULT PROVISIONS 14
9.5. ESTOPPEL STATEMENTS 15
9.6. LITIGATION 16
9.7. BINDING EFFECT 16
9.8. HEADINGS 16
9.9. SEVERABILITY 16
9.10. SURVIVAL OF REPRESENTATIONS AND WARRANTIES 16
9.11. SUCCESSORS AND ASSIGNS 16
9.12. APPLICABLE LAW 16
9.13. COUNTERPARTS 17
9.14. AMENDMENT OF AGREEMENT 17
9.15. EFFECTIVE DATE 17
9.16. TERM 17
9.17. EXHIBITS 17

DEVELOPMENT AGREEMENT CONCERNING TRANSPORTATION CONCURRENCY AND OTHER MATTERS PURSUANT TO CHAPTER 163, FLORIDA STATUTES [COUNTRY GREEN]

THIS DEVELOPMENT AGREEMENT CONCERNING TRANSPORTATION CONCURRENCY AND OTHER MATTERS PURSUANT TO CHAPTER 163, FLORIDA STATUTES [COUNTRY GREEN] executed by the Parties as of January 18, 2022 (the "Effective Date"), is entered into by and between:

- City of Ocala, a Florida municipal corporation ("City"); and
- Country Green, LP, a Nevada limited liability partnership ("Owner").

WHEREAS:

A. Owner owns Property[1] which is located in Marion County, Florida, and also within the jurisdictional boundaries of City.

B. Owner has made application to City for rezoning of the Property to a Planned Development (PD) zoning district, and for approval of the PD Plan.

C. Such application is being approved by City contemporaneously herewith.

D. Owner intends to develop the Property as a mixed-use real estate development, which may include apartments and commercial retail uses, as set forth in the PD Plan as currently approved or as such PD Plan may be subsequently amended.

E. Project Engineer prepared the Traffic Study on behalf of Owner, which studied the effect on Transportation Facilities of the development of the Property. The Traffic Study was reviewed and approved by City, County and the TPO. The provisions of the Traffic Study are, by this reference, incorporated into the terms and provisions of this Agreement.

F. The Traffic Study projects that, based on the adopted level of service standards of the City and County, certain Transportation Facilities identified in this Agreement will have adequate facility capacity during the PM peak hour for the projected new traffic generated by the build-out of the Property, taking into account existing background traffic and projected growth of existing traffic, and background vested traffic, except concerning the Deficient Facilities.

G. Chapter 86 of City's Code of Ordinances provides that, in the case of inadequate transportation capacity or under circumstances similar to these (e.g., where the transportation capacity is adequate only because of a planned transportation improvement by City, a portion of the ROW of which is owned by Developer), a property owner may enter into a concurrency development agreement with the City to provide or fund Transportation Improvements. This Agreement shall constitute a concurrency development agreement under the provisions of Chapter 86 of the City Code.

H. Owner has submitted an Application for a Certificate of Capacity to the City for the vehicular Trips (capacity) needed to accommodate the development of the Property.

[1] Terms capitalized in these Whereas paragraphs, and not previously defined herein, are defined in paragraph 1 below.

I. Section 10-323 of the County Impact Fee Ordinance provides for a Developer to be provided with a credit against Impact Fees pursuant to a written impact fee credit agreement approved by the County Commission for conveyance of ROW and construction or expansion of Transportation Facilities.

J. Owner, and a third party, are parties to the Wintergreen Development Agreement with City pursuant to which Owner and other parties are contributing the Conveyed ROW to City to mitigate the impact of development, and to permit City to construct SW 44th Avenue and a third party to construct another Transportation Facility.

K. City and Owner believe that based upon the conveyance of the Conveyed ROW to City under the Wintergreen Development Agreement, Owner is entitled to Impact Fee Credits pursuant to the County Impact Fee Ordinance and Section 163.3180, Florida Statutes.

L. This Agreement also constitutes a development agreement under the Development Agreement Act to the extent it concerns matters in addition to transportation concurrency.

M. City has held public hearings to accept and encourage public input with respect to the proposals of Owner contained in this Agreement, and has considered public input. City has determined that the provisions of this Agreement and the contemplated vesting of development rights contemplated by this Agreement are consistent with, and not in contravention with, the provisions of City's Concurrency Management System, as codified in Chapter 86 of the City Code.

N. City has provided its Notice of Intent to consider entering in this Concurrency Development Agreement by advertisements published in the Ocala Star-Banner, a newspaper of general circulation and readership in Marion County, Florida, on December 17, 2021 and January 7, 2022, and by mailing a copy of the Notice of Intent to Owner, and to the persons and entities shown on the most recent Marion County Tax Roll to be the owners of property lying within three hundred feet (300') of the boundaries of the Property which is the subject-matter of this Agreement, and by announcing the date, time, and place of the second hearing during the first hearing.

O. The City Council of the City has held public hearings on January 4, 2022 and January 18, 2022, to consider this Agreement, has found and determined that its execution of this Agreement will further the objectives of the Local Government Comprehensive Planning and Land Development Regulation Act, and that the development contemplated and permitted by this Agreement comply with the City's Code.

NOW, THEREFORE, in consideration of the foregoing (which are incorporated herein by reference), the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows, which terms shall be binding upon the parties and their respective successors and assigns, as may be applicable:

1. **Definitions**.

1.1. Definitions. In addition to any other terms which may be specifically defined elsewhere in this Agreement, for the purposes of this Agreement the following terms shall have the following meanings:

1.1.1. *Agreement* – This Concurrency Development Agreement, as the same may be subsequently amended, modified or supplemented pursuant to its terms and

provisions and pursuant to the provisions of Sections 163.3161 through 163.3215, inclusive, of the Florida Statutes.

1.1.2. *Capacity Reservation Fee* – The amount to be paid by Owner to City for the Reserved Trips as set forth in Section 86-2(e).

1.1.3. *City* – The City of Ocala, a Florida municipal corporation.

1.1.4. *City CMS* – The City's Concurrency Management System, as codified in Chapter 86 of the City Code, as the same may be subsequently amended, modified or supplemented.

1.1.5. *City Code* – The City's Code of Ordinances, as the same may be subsequently amended, modified or supplemented.

1.1.6. *Community Planning Act* – Section 163.3161, et seq., Florida Statutes (2018).

1.1.7. *Concurrency Mitigation* – The construction or expansion of Transportation Facilities, and the conveyance of the Conveyed ROW, as set forth in paragraph 3.6.

1.1.8. *Conveyed ROW* – The ROW to be conveyed to City pursuant to the Property Donation Agreement or this Agreement. The Conveyed ROW includes all of the real property conveyed interests to City either in fee simple or pursuant to easements.

1.1.9. *County* – Marion County, Florida, a political subdivision of the State of Florida.

1.1.10. *County CMS* – The County Concurrency Management System, as codified in Division 8 of Chapter 1 of the County LDR, as the same may be subsequently amended, modified or supplemented.

1.1.11. *County Code* – The "Marion County Code" as defined in Section 1-1 of the County Code, as the same may be subsequently amended, modified or supplemented.

1.1.12. *County Impact Fee Credit Agreement* – An agreement between Owner and County pursuant to which Owner is provided with credits against Impact Fees, as set forth in greater detail in paragraph 4.1.1.

1.1.13. *County Impact Fee Ordinance* – The Marion County Impact Fee Ordinance for Transportation Facilities as defined and codified in Division 2 of Article 10 of the County Code.

1.1.14. *Deficient Facilities* – One or more Transportation Facilities of which capacity is inadequate (i.e., the Transportation Facilities will be operating at less than the adopted Level of Service ("LOS") for such Transportation Facilities) as determined by the Traffic Study as of buildout of the Project, other than Transportation Facilities for which capacity is projected to be inadequate (based upon existing and projected future background traffic) prior to development of the Property. The Traffic Study identified the Deficient Facilities as set forth in paragraph 3.5.2.

1.1.15. *Development Agreement Act* – The "Florida Local Government Development Agreement Act" as defined in Section 163.3220, Florida Statutes, and as codified in Sections 163.3220 through 163.3243, Florida Statutes.

1.1.16. *Effective Date* – The date the terms of this Agreement become effective, as set forth in paragraph 9.15 below.

1.1.17. *Equivalency Matrix* – The Land Use Exchange Matrix attached hereto as **Exhibit C**.

1.1.18. *FDOT* – The Florida Department of Transportation, or its successor.

1.1.19. *Governmental Authority* – Any governmental entity, agency, department, bureau, division, or other representative of any governmental entity which has jurisdiction, permitting authority, or the authority to issue authorizations or approvals regarding development or usage of the Property or any portion thereof, all Transportation Improvements (as defined below) which are the subject of this Agreement, and all road, stormwater management and utilities Improvements or facilitates which are the subject of this Agreement.

1.1.20. *Impact Fee Credits* – Credits against Impact Fees to be provided to Owner under the County Impact Fee Credit Agreement.

1.1.21. *Impact Fees* – Impact fees due under the County Impact Fee Ordinance. Because this Agreement concerns transportation concurrency and transportation impact fees only, this phrase does not apply to any other impact fees, or similar charges, assessed under the County Code or City Code.

1.1.22. *Month* – (regardless of whether the term is capitalized) – When used with reference to calculation of dates, shall refer to the monthly anniversary of the starting date of the first event. For example, two (2) months after October 15, 2022, is November 15, 2022. If the first event is a date which is not in the subsequent month, the subsequent date will be the last day of such subsequent month. For example, one month after October 31, 2022, is November 30, 2022.

1.1.23. *Owner* – As defined in the introductory paragraph to this Agreement, being the current record title owners of the Property, or any portion thereof. It is anticipated that there will eventually be multiple owners of parcels of the Property, the terms of this Agreement shall run with the land and remain in place and shall be effective as to all of the Property, notwithstanding the Property having multiple Owners.

1.1.24. *Parcel or Parcels* – One or more of the Parcels of real property specifically described or referenced in this Agreement, including the Property (as defined below).

1.1.25. *Party* or *Parties* – One or more of City or Owner.

1.1.26. *PD Amendment* – An amendment to the PD zoning classification for the Property or of the then-approved PD Plan.

1.1.27. *PD Plan* – The PD Plan (that meets the requirements of Section 122-943 of the City Code) as the same may be subsequently amended or modified through a PD amendment.

1.1.28. *Project* – Collectively, the development of the Property and all related infrastructure required to market and use the Property, or Parcels thereof, as a mixed-use development as contemplated under the terms of this Agreement. The term "Project" shall include all design, permitting and construction of infrastructure Transportation Improvements described in this Agreement; acquisition of all required ROW for roads and utilities infrastructure; and procurance of all necessary approvals or permits from all applicable Governmental Authorities. This term shall also apply to all actions to be undertaken by an Owner or City pursuant to the terms of this Agreement or any amendment or supplement thereto.

1.1.29. *Project Engineer* – The engineering firm or firms retained by Owner to perform the Traffic Study and prepare the Equivalency Matrix. As of the Effective Date, Kimley-Horn & Associates, Inc. is the Project Engineer. Owner may change the Project Engineer without amending this Agreement but, by providing written notice to City.

1.1.30. *Property* – The real property owned by Owner located in Marion County, Florida, also located within the jurisdictional boundaries of City, described on attached **Exhibit A.**

1.1.31. *Property Donation Agreement* – The Agreement Concerning Donated Right-of-Way and Related Matters between City and Owner and a third party dated January 18, 2022.

1.1.32. *Public Facilities* – Those public facilities identified in paragraph 8 below.

1.1.33. *Reservation of Capacity* or *Reserved Capacity* or *Capacity Reservation* – The reservation of Trips to Owner pursuant to paragraph 5.1 below.

1.1.34. *Reserved Trips* – The Trips (as defined below) that are included in Owner's Reserved Capacity.

1.1.35. *ROW* – Right-of-way required for the construction of Transportation Improvements and as defined in the Wintergreen Development Agreement.

1.1.36. *Stormwater Management Facilities* – A system which is designated and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C. and the City Code.

1.1.37. *Subsequent Owners* – A successor in title to Owner or to the other current owners of the Property or any Parcel thereof.

1.1.38. *TPO* – The Ocala Marion Transportation Planning Organization.

1.1.39. *Traffic Study* – The "Traffic Impact Analysis Country Green PD" dated June 2018, prepared by Project Engineers regarding the Property as stated in Whereas paragraph D, as supplemented by the Equivalency Matrix provided by Project Engineer in December 2021. The Traffic Study has been: (a) prepared in accordance with the methodology agreed to by City, County, and TPO; and (b) reviewed, approved and accepted by City, County and TPO. The Traffic Study was developed pursuant to a methodology approved by the City, County, and Ocala/Marion County Transportation Planning Organization (TPO), and the Traffic Study has been reviewed, approved and accepted by City, County, and the TPO. The contents of the Traffic Study are, by this reference, incorporated into this Agreement.

1.1.40. *Transportation Facilities* – All public roads, streets or highways (collectively the "Roadway Segments"), and intersections ("Intersections") studied pursuant to the Traffic Study.

1.1.41. *Transportation Improvements* – All construction required to be undertaken to complete the construction, or modification, of the described infrastructure. This shall include, but not be limited to, all surface improvements, roads, paving, sidewalks, gutters, lighting, Stormwater Management Facilities, and potable water, sanitary sewer, and electrical utilities, reclaimed water, and fiber optic infrastructure.

1.1.42. *Trip* or *Project Trip* – The projected traffic impact of the development of the Property, or a Parcel thereof, measured in terms of net new PM external peak hour vehicle trip generation.

1.1.43. *Water Management District* or *District* – The Southwest Florida Water Management District, an agency of the State of Florida, the Governmental Authority which has jurisdiction over the design, permitting and operation of surface water and stormwater management systems, and Stormwater Management Facilities, for the Property and for all Transportation Improvements, and (if applicable) utilities improvements, to be constructed under the terms of this Agreement.

1.1.44. *Wintergreen Development Agreement* – The Development Agreement Concerning Transportation Concurrency and other matters pursuant to Chapter 163, Florida Statutes [Wintergreen] of even date herewith entered into between City, on the one hand, and Owner and W.G. One Corp, a Nevada corporation, as Trustee of the Wintergreen B.T., a business trust, on the other hand.

1.2. Rules of Construction. For the purposes of the interpretation, construction, administration, and implementation of this Agreement, unless otherwise stated in this Agreement or the context clearly indicates to the contrary, the following rules of construction shall apply:

1.2.1. Words importing the singular number shall include the plural, and vice versa.

1.2.2. Words importing a particular gender shall include all genders.

1.2.3. Where a provision involves two or more items, conditions, provisions or events connected by the conjunction "and," "or" or "either or," the conjunction shall be interpreted as follows: "and" indicates that all the connected terms shall apply; "or" indicates that the connected terms may apply singly or in any combination; and "either or," indicates that only one of the connected terms may apply.

1.2.4. The word "includes" shall be assumed to be followed by the phrase "without limitation," and therefore shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.

1.2.5. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Agreement.

1.2.6. The term "heretofore" shall mean prior to the execution of this Agreement.

2. **Representations and Warranties**. As a material inducement to the other Parties to enter into this Agreement, each Party makes the following representations and warranties to the other Parties to this Agreement:

2.1. Owners' Representations and Warranties. Owner represents and warrants to City that:

2.1.1. Owner is a validly organized limited liability partnership under the laws of the State of Nevada and is authorized to transact business in the State of Florida.

2.1.2. Owner has taken all actions prerequisite necessary for the execution and delivery of this Agreement, and upon the execution and delivery of this Agreement by Owner the obligations of Owner hereunder shall be valid and binding obligations of Owner. The entities or individuals executing this Agreement on behalf of Owner are duly authorized representatives for Owner, authorized to execute this Agreement in their respective capacities as set forth below.

2.1.3. The Owner is the legal and equitable owner of the Property. The Property is not encumbered by any mortgages or other liens.

2.1.4. The execution and delivery of this Agreement is not in contravention with, or prohibited by, the terms and provisions of any agreement, covenant, Court Order, Judgment, or the governing documents of Owner.

2.2. **City Representations and Warranties**. City represents and warrants to Owner that:

2.2.1. The actions by City hereunder are consistent with, and not in contradiction of, the terms and provisions of the City's Comprehensive Plan.

2.2.2. City has taken all necessary actions prerequisite to the execution and delivery of this Agreement, including but not limited to the necessary public hearings, providing proper notice of the public hearings, and the conducting of public hearings related thereto.

2.2.3. Upon the execution and delivery of this Agreement by City, the obligations of City shall be valid and binding obligations of City.

2.2.4. Execution and delivery of this Agreement is not in contravention with, or prohibited by, the terms and provisions of the City's Charter, the City Code or by the terms and provisions of any agreement, covenant, Court Order or Judgment to which City is a party.

2.2.5. Owner has, pursuant to the provisions of paragraph 5.1 reserved transportation facilities for external trips ingressing and egressing to or from the Property in the amount set forth in such paragraph.

TRANSPORTATION CONCURRENCY

3. **Transportation Facilities; Traffic Concurrency; Owner Contributions**.

3.1. Traffic Study. The Traffic Study has, as set forth in paragraph 1.1.39, been: (a) prepared in accordance with the methodology agreed to by City, County and the TPO; and (b) reviewed, approved and accepted City, County and the TPO.

3.2. Equivalency Matrix.

3.2.1. Owner and City agree that the Land Use Trip Equivalency Matrix ("Matrix") shown on attached **Exhibit C**, shall be used to quantify allowed changes in the land use types and intensities of the overall development program for the Project. [Note: This Matrix allows changes in the approved land uses and intensities on a site in the Project, and provides the method of calculation and determination of the changes in the off-site Transportation Facilities impact which would be the result of the changes. Permitted uses per the PD and as shown on the PD Plan of the Project, as the same may be subsequently amended or modified through a PD Amendment.] For the purposes of this Matrix, the Trip generation rates for each land use was obtained using rates or equations provided in the ITE Trip Generation Manual (10th Edition).

3.2.2. In addition to the development uses within the Project which are expressly set forth in the Equivalency Matrix, other development uses may be allowed pursuant to the Equivalency Matrix if there is a trip generation rate for such other uses under the current Trip Generation Manual published by the institute of Traffic Engineers.

3.2.3. Any time Owner uses the Equivalency Matrix or other provisions of this paragraph 3.2, Owner shall notify City in writing, and upon request of Owner and acknowledgement by City that the use, or uses, comply with the requirements of this paragraph 3, City shall acknowledge and confirm the remaining development uses and density/intensities available for the Project under the Equivalency Matrix.

3.3. Study Area. The Traffic Study for the Project included all roadway segments where PM, peak hour project traffic consumes three percent (3%) or more of the same subject roadway segment's peak hour directional service capacity, consistent with the approved methodology.

3.4. Roadway Segments.

3.4.1. The Traffic Study analyzes traffic capacity based upon the current adopted levels of service for the applicable Transportation Facilities, as adopted by the governmental entity owning and operating the particular traffic facility (the City, County or FDOT, as applicable).

3.4.2. The Traffic Study concludes that, under the 2037 buildout roadway segment evaluation for PM peak hour traffic volume, there are no LOS deficiencies (i.e., Deficient Facilities) due to the addition of project traffic (other than those that would occur without Project Traffic).

3.5. Intersections.

3.5.1. The Traffic Study includes an intersection analysis identifying the intersections included in the Study pursuant to the agreed methodology, and any required operational changes to the intersections to maintain required traffic concurrency standards. The Traffic Study analyzes traffic capacity based upon the current adopted levels of service for the applicable Transportation Facilities, as adopted by the governmental entity owning and operating the particular traffic facility (the City, County or FDOT, as applicable).

3.5.2. The Traffic Study concludes that, under the 2037 buildout intersection analysis for PM peak hour traffic volume, there are the following LOS deficiencies (i.e., Deficient Facilities) due to the addition of project traffic (other than those that would occur without Project Traffic):

3.5.2.1 Intersection of SW 20th Street and SW 38th Avenue.

3.5.2.2 Intersection of SW 27th Street and SW 38th Avenue.

3.6. Mitigation.

3.6.1. The Traffic Study identified Deficient Facilities.

3.6.2. Developer will mitigate the Deficient Facilities identified in paragraph 3.5.2 by constructing, and dedicating of any required ROW for, such Deficient Facilities during Project development.

3.6.3. Developer will mitigate the remaining Deficient Facilities by performing its obligations under the "Wintergreen Development Agreement" (i.e., conveying ROW as set forth therein).

4. **Concurrency Mitigation**. City and Owner agree that Owner may satisfy the transportation concurrency requirements for the Project as follows:

4.1. Credits. City acknowledges that, pursuant to the provisions of Section 163.3180(5)(2)(e), Florida Statutes, Owner is entitled to receive a credit for the conveyance of the Conveyed ROW under the Wintergreen Development Agreement, on a dollar-for-dollar basis for impact fees, mobility fees or other transportation concurrency mitigation requirements paid

or payable in the future with respect to the Project including the Capacity Reservation Fee due to City.

4.1.1. City and Owner believe that Owner is entitled to a credit against Impact Fees pursuant to Section 10-323 of the County Impact Fee Ordinance. City will support Owner in connection with the negotiation and execution of such agreement with County, but such Agreement is not a condition precedent to Owner's obligation under this Agreement or under the Property Donation Agreement.

4.1.2. Because the County is not a party to this Agreement, in the event that County hereafter adopts or imposes any new impact fee, mobility fees, or other transportation concurrency mitigation requirements that are payable with respect to the Project, Owner shall, as required, make appropriate notification or application to County with respect to Owner's rights to the dollar-for-dollar credit specified in the referenced provisions of Section 163.3180(5)(2)(e) of the Florida Statutes.

4.1.3. City acknowledges that Owner is entitled to a credit against the Concurrency Reservation Fee due to City under the City CMS. The amount of such credit for the Conveyed ROW shall be determined as follows:

4.1.3.1 By agreement between City and Owner.

4.1.3.2 If City and Owner are unable to agree upon the value, and if Owner and County enter into a County Impact Fee Agreement pursuant to paragraph 4.1.1 of this Agreement, pursuant to the method for valuing the Conveyed ROW set forth therein.

4.1.3.3 Otherwise, as set forth in the City CMS (currently Section 86-10(g)(6).

5. **Capacity Reservations**.

5.1. Reservation of Capacity.

5.1.1. In consideration for Owner's obligations under this Agreement, there is reserved in favor of Owner, for the benefit of the Property, Reserved Capacity in the amount of 522 Trips.

5.1.1.1 Owner has previously submitted to City, with the submission of the Traffic Study, a Capacity Reservation request. Simultaneous with the execution of this Agreement, City will issue to Owner, for the benefit of Owner, and for the benefit of the Property, a concurrency determination in accordance with the normal procedures of City's CMS.

5.1.1.2 Such concurrency determination shall be conditioned upon Owner conveying to City the Conveyed ROW as and when set forth in the Wintergreen Development Agreement and, in any event, within six (6) months of the Effective Date of this Agreement. If such condition does not occur within such time period, City may revoke the concurrency determination in its sole discretion.

5.1.1.3 Further, if the amount of the credit to be provided to Owner for the Conveyed ROW pursuant to paragraph 4.1.3 is insufficient to pay the entire Concurrency Reservation Fee, Owner shall pay the difference to City within one (1) month after the amount of such credit is determined; if Owner does not do so, City may revoke the concurrency determination in its sole discretion.

5.2. Term of Reservation. The Reservation of Capacity granted to Owner by City as set forth above for the benefit of the Property or any portion thereof shall have a term commencing on the Effective Date of this Agreement and ending on December 31, 2037. Any extensions of the reservations of capacity beyond that date shall require amendment to this Agreement, and subsequent review and approval of an updated Traffic Study.

ADDITIONAL PROVISIONS

6. **Benefits of Development Agreement Act**. Pursuant to Section 163.3233, Florida Statutes:

6.1. The City's laws and policies governing the development of the Property at the time of the execution of this Agreement shall govern the development of the Property for the duration of this Agreement.

6.2. City may apply subsequently adopted laws and policies that are subject to this Agreement only if the City holds a public hearing and determines:

6.2.1. They are not in conflict with the laws and policies governing this Agreement and do not prevent development of the Property for the uses, intensities, or densities in this Agreement;

6.2.2. They are essential to the public health, safety, or welfare, and expressly state that they shall apply to the Project that is subject to this Agreement;

6.2.3. They are specifically anticipated and provided for in this Agreement;

6.2.4. City demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement; or

6.2.5. This Agreement is based on substantially inaccurate information supplied by the developer.

6.3. Notwithstanding paragraph 6.2, no subsequently enacted laws or policies may, except as expressly set forth herein concerning termination of this Agreement, eliminate or modify the Reservation of Capacity provided for in paragraph 5 of this Agreement.

7. **Development Permits Required**.

7.1. Local Development Permits.

7.1.1. The local development permits approved or needed to be approved for the development of the Project (or portions thereof) in accordance with the provisions of this Agreement, and the status of each such permit or approval, are set forth on the attached **Exhibit B**.

7.1.2. Nothing in this Agreement shall be deemed to obviate the Owner's compliance with terms and provisions of each such identified Permit, nor to obligate the City, to grant any of the Permits, actions, or approvals enumerated above.

7.2. Additional Permits, Etc. The failure of this Agreement to address any particular permit, condition, term, or restriction on development shall not relieve the Owner, City or County of the necessity of complying with any law governing said permitting requirement, conditions, terms and restrictions with respect to the contemplated development of the Project, as applicable.

7.3. Additional Conditions. City reserves the right to impose additional conditions, terms, restrictions or other requirements determined to be necessary for the public health, safety, and welfare of their citizens with respect to the development contemplated by the Owner and described in this Agreement, provided that such conditions, terms or restrictions shall not be in contravention with the terms of this Agreement.

8. **Public Facilities**. The Public Facilities that will service the Project, the person or entity who or which shall provide such Public Facilities, and the date of any new Public Facilities which must be constructed, are as follows:

8.1. Transportation Facilities. See the provisions of paragraphs 3 through 5 regarding Transportation Facilities which will provide capacity for the Project.

8.2. Potable Water. Potable water services for the Property are available from the City. City presently has sufficient permitted and constructed capacity, unreserved, for the development of the Project.

8.3. Sanitary Sewer. Sanitary sewer services for the Property are available from the City. City presently has sufficient permitted and constructed capacity, unreserved, for development of the Project.

8.4. Solid Waste Collection. Solid waste collection for the Property will be provided pursuant to the City Code by the City. City currently has sufficient capacity, unreserved, to provide solid waste collection services for the Project.

8.5. Educational Facilities. Public education services for the Property are currently provided by the following schools, operated by the Marion County Board of Public Education:

8.5.1. Elementary School – Saddlewood Elementary

8.5.2. Middle School – Liberty Middle School

8.5.3. High School – West Port High School

8.6. Recreational Facilities. The Property is served by recreational facilities owned by City, including the Ocala Sports Complex located within three (3) miles of the Property.

8.7. Health Systems and Facilities. West Marion Hospital is located approximately one and eight-tenths (1.8) miles from the Property.

9. **Additional Provisions**.

9.1. Notices.

9.1.1. 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 follows or to such other addresses as any party may designate by Communication complying with the terms of this paragraph 9.1:

9.1.1.1 For Developer: MTN Holding Company Inc., Attn: Don Carll, 2600 Pleasantdale Road, Suite 7, Atlanta, Georgia 30340; email: don@mtnholding.com.

a. With a copy to: Gary Scott Edinger, Esq., 305 NE 1st Street, Gainesville, FL 32601; email: gsedinger12@gmail.com.

9.1.1.2 For City: Director of Growth Management Services, 201 SE 3rd Street (2nd Floor), Ocala, FL 34471; email: TChighizola@Ocalafl.org.

a. With a copy to: City Engineer, 1805 N.E. 30th Ave., Building 600, Ocala, Florida 34470; email: SLanier@Ocalafl.org.

9.1.2. Each such Communication shall be deemed delivered:

9.1.2.1 On the date of delivery if by personal delivery;

9.1.2.2 On the date of email transmission if by email (subject to paragraph 9.1.5); and

9.1.2.3 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.

9.1.2.4 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.

9.1.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with paragraph 9.1.2.

9.1.4. 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.

9.1.5. Concerning Communications sent by email:

9.1.5.1 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

but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;

9.1.5.2 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 but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;

9.1.5.3 Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.

9.1.5.4 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

9.1.5.5 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.

9.2. Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership by or among Owner, City or County in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprises. Each Party shall be considered a separate Party, no Party shall have the right to act as an agent for another Party and no Party shall the right to act as an agent for another Party unless expressly authorized to do so in this Agreement.

9.3. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public, or for any public use or purpose whatsoever. Any portion of the Property which may under the terms of this Agreement later may be designated for public use or purposes shall be conveyed by Owner to City or County, as applicable. Except as herein specifically provided no right, privileges or immunities of any Party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

9.4. Default Provisions.

9.4.1. The terms of this Agreement shall not entitle any Party to cancel, rescind, or otherwise terminate this Agreement. However, such limitations shall not affect in any manner any other rights or remedies which a Party may have hereunder or under applicable law by reason of any such breach or failure of an express condition hereunder.

9.4.2. All easements, rights and covenants contained herein shall be enforceable by suit for specific performance and mandatory injunctive relief, in addition to any other remedy provided by law or equity.

9.4.3. No Party shall be entitled to pursue any action for specific performance, injunctive relief, or any other available remedy arising out of a default under this Agreement until the non-defaulting Party has provided to the Party alleged to be in default a written Default Notice (with, if applicable, a copy to any other Party to this Agreement) specifying the specific nature of the default, and the alleged defaulting Party has failed to cure the default within thirty (30) days of the effective date of the Default Notice. In the event the cure of a default reasonably requires greater than the thirty (30) day time period specified, the grace period granted herein shall, if the defaulting Party has initiated cure of the default within the thirty (30) day time period and is continuing to pursue completion of the cure with due diligence, extend the reasonable time period required for the cure of the default.

9.4.4. In the event of a material default by Owner with respect to their obligations to City under this Agreement, and failure of Owner to cure the default within the grace period set forth above, in addition to any other remedies available to City under the terms of this Agreement, City shall be entitled to withhold issuance of additional development permits or authorizations until the default has been cured. If Owner has, prior to the occurrence of the default, conveyed some or all of the Property to unrelated third parties (such parcel or parcels then becoming a "Third Party Parcel") and the default of Owner is not with respect to, or impact Owner's obligations regarding, a Third Party Parcel, the right of City to withhold permits upon a default by Owner shall not extend to City permits pending or to be issued with respect to a successor owner of the Third Party Parcel. The Parties agree that failure of Owner to timely provide Concurrency Mitigation by conveying to City the Conveyed ROW under the provisions of this Agreement shall constitute a default with respect to, or impacting Owner's obligations regarding, a Third Party Parcel, and therefore permit City to withhold permits for such Third Party Parcel.

9.5. Estoppel Statements.

9.5.1. Each Party agrees that upon written request from time to time of any other Party it will timely issue at no charge to a current or prospective lender to such Party, or to a current or prospective purchaser or successor party to such other Party, or to another governmental entity requesting or requiring the same, an Estoppel Statement stating:

9.5.1.1 Whether the Party to whom the request has been directed knows of any default by any Party under this Agreement, and if there are known defaults, specifying the nature thereof.

9.5.1.2 Whether this Agreement has been assigned, modified or amended in any way by such Party (and if it has, stating the nature thereof).

9.5.1.3 That to the best of the requested Party's knowledge this Agreement, as of the Estoppel Statement date, is in full force and effect.

9.5.1.4 That (if known by the requested Party, if not known by the requested Party that Party shall reply only with respect to any monies owed to it) to the best of the requested Party's knowledge there are not any monies currently owed by any Party to another Party under the terms of this Agreement, or if there are monies owed, the amount and details of all monies owed.

9.5.1.5 That, as to the Project or as to a specific parcel therein (as applicable, based upon the request) there are no moratoriums or suspensions of the right to procure Development Orders, Building Permits, or Certificate of Occupancy or other development approvals in effect as of the date of the Estoppel Statement.

9.5.2. Such written statement shall act as a waiver of any claim by the Party furnishing it to the extent such claim is based on facts contrary to those asserted against a bona fide mortgagee or purchaser for value without knowledge of facts to the contrary of those contained in the Estoppel Certificate who has acted in reasonable reliance upon the statement; however, such statement shall in no event suggest the Party furnishing it to any liability whatsoever, notwithstanding the negligent or other inadvertent failure of such Party to disclose correct and/or relevant information.

9.6. Litigation. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorneys' fees, and including reimbursement for such reasonable attorneys' fees and costs incurred with respect to any bankruptcy, appellate or post-judgment proceeding related thereto.

9.7. Binding Effect. The parties to this Agreement represent to each other that each party fully understands the facts surrounding this Agreement and each is signing this Agreement fully and voluntarily, intending to be bound by it. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective spouses, heirs, executors, administrators and assigns. There are no representations or warranties other than those set forth herein.

9.8. Headings. The headings contained within this Agreement are for identification purposes only, and shall not be construed to amend, modify, or alter the terms of the Agreement.

9.9. Severability. Except as otherwise set forth herein, in the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.

9.10. Survival of Representations and Warranties. All representations and warranties contained herein are made in writing by the parties in connection herewith shall survive the execution and delivery of this Agreement.

9.11. Successors and Assigns.

9.11.1. All covenants and agreements in this Agreement made by or on behalf of any parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, whether so expressed or not.

9.11.2. Upon a sale or other transfer of a Parcel or a portion thereof, the terms and provisions of this Agreement, as applicable, shall remain in full force and effect as to the Parcel or a portion of the Parcel.

9.12. Applicable Law. This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall be Marion County, Florida.

9.13. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

9.14. Amendment of Agreement. This Agreement cannot be changed, modified or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.

9.15. Effective Date.

9.15.1. This Agreement shall become effective upon the occurrence of all of the following events: (1) the now-pending City Ordinance No. _____ becoming final and non-appealable; and (2) execution of this Agreement by all Parties; (3) and the recordation of the Agreement in the Public Records of Marion County, Florida.

9.15.2. Notwithstanding the foregoing:

9.15.2.1 The parties shall be obligated to perform any obligations hereunder that are required before such Effective Date; and

9.15.2.2 In the event this Agreement is challenged, including a challenge pursuant to Section 163.3243, Florida Statutes, within thirty (30) days of the recordation of this Agreement in the Public Records of Marion County, Florida, the obligations of the parties shall be suspended hereunder.

9.16. Term. The term of this Agreement shall be for a period of thirty (30) years, commencing on the Effective Date. The duration of the Reservation of Capacity granted to Owner is governed by paragraph 5.2 of this Agreement which shall apply notwithstanding that such duration is less than the term of this Agreement.

9.17. Exhibits.

9.17.1. All exhibits attached to this Agreement shall be deemed incorporated herein by reference.

9.17.2. The following exhibits are attached to this Agreement:

9.17.2.1 **Exhibit A** – Property

9.17.2.2 **Exhibit B** – Permits/Approvals

9.17.2.3 **Exhibit C** – Equivalency Matrix

THEREFORE, the Parties have executed this Agreement effective as of the Effective Date (notwithstanding that it may be executed or acknowledged on other dates as set forth below).

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SIGNATURES START ON NEXT PAGE

Country Green, LP, a Nevada limited liability partnership

By: _____
Don Carll as General Partner

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 2022, by Don Carll as General Partner of Country Green, LP, a Nevada limited liability partnership.

_____
Notary Public, State of _____
Name: _____

Commission Number:
Commission Expires:

Notary: Check one of the following:
☐ Personally known OR ☐ Produced Identification

☐ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: _____
_____

ATTEST:

_____
Angel B. Jacobs
City Clerk

City of Ocala, a Florida municipal corporation

_____
Ire J. Bethea, Sr.
President, Ocala City Council

Approved as to form and legality

_____
W. James Gooding III
Assistant 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 _____, 2022, by Ire J. Bethea, Sr., as City Council President, for the City of Ocala, a Florida municipal corporation.

_____
Notary Public, State of Florida
Name: _____

Commission Number:
Commission Expires:

Notary: Check one of the following:
☐ Personally known OR ☐ Produced Identification

☐ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: _____
_____

EXHIBIT A
PROPERTY

Real property with Marion County Tax Parcel ID #: 23320-005-03 described as follows:

SEC 27 TWP 15 RGE 21
COM AT NW COR OF S 1/2 OF SE 1/4 OF SEC 21 TH S 00-27-06 E 32.55 FT TO POB TH S 89-52-02 E 660.51 FT TH S 00-06-59 W 1294.05 FT TH S 00-04-57 W 1324.83 FT TH N 89-49-15 W 656.99 FT TH N 00-02-37 W 1325.18 FT TH N 00-05-22 E 1293.17 FT TO POB.

EXHIBIT B
PERMITS/APPROVALS

	PERMITS/APPROVALS[2]	STATUS
1.	Annexation of the Property into the jurisdictional boundaries of the City	Completed
2.	Assignment of appropriate Future Land Use designation for Property	Completed
3.	Assignment of Planned Development (PD) zoning to Property	Pending[3]
4.	Approval of PD Plan for Property	Pending[4]
5.	Approval of Final Development Plan for the entire Property or portions of the Property, for PD zoning district	Pending
6.	Water Management District Environmental Resources (stormwater) Permit	TBAF[5]
7.	FDEP Permit – extension of City potable water system	TBAF
8.	City approval - extension of City sanitary sewer system	TBAF
9.	City approval – Amended Conceptual Site Development Plan (to be obtained as phases of project) if phases of project are developed (if required by City Code)	TBAF
10.	City Site Plan approval (Commercial sites requiring site plan approval under City Land Development Regulations)	TBAF
11.	City Plat approval – Plat(s) of property or portions thereof	TBAF

[2] Some of the Permits or Approvals identified above would be issued multiple times as sub-areas of the Property are developed. Nothing in this Agreement shall be deemed to obligate the Owner's compliance with terms and provisions of each such identified permit, nor to obligate the City or County to grant any of the permits, actions or approvals enumerated above.
[3] It is anticipated that this will be approved simultaneously with the approval of this Agreement.
[4] See Footnote3.
[5] "TBAF" stands for ("to be applied for").

EXHIBIT C
EQUIVALENCY MATRIX

COUNTRY GREEN PD TRIP EQUIVALENCY MATRIX

Land Use Trip Equivalency Matrix

A. LAND USE EQUIVALENCY RATES

CHANGE FROM \ CHANGE TO	Single-Family Housing (DU)	Multi-Family Housing (DU)	Assisted Living Facility (Beds)	General Office (1,000 SF)	Medical-Dental Office (1,000 SF)	Commercial Retail (1,000 SF)
Single-Family Housing (DU)	--	2.4353	3.8030	0.8187	0.2721	0.2437
Multi-Family Housing (DU)	0.4106	--	1.5616	0.3362	0.1117	0.1001
Assisted Living Facility (Beds)	0.2630	0.6404	--	0.2153	0.0716	0.0641
General Office (1,000 SF)	1.2215	2.9748	4.6453	--	0.3324	0.2977
Medical-Dental Office (1,000 SF)	3.6749	8.9495	13.9754	3.0085	--	0.8955
Commercial Retail (1,000 SF)	4.1036	9.9937	15.6059	3.3595	1.1167	--

B. EQUIVALENCY EXAMPLES

EXAMPLE 1: TRADE FROM COMMERCIAL RETAIL TO MULTI-FAMILY HOUSING
Trade 10,000 SF of Commercial Retail for ? DU of Multi-Family Housing
= (10 KSF) Commercial Retail x 9.9937 DU of Multi-Family Housing
= 99.937 x (DU) Multi-Family Housing
= 100 DU of Multi-Family Housing

EXAMPLE 2: TRADE FROM COMMERCIAL RETAIL TO OFFICE
Trade 30 KSF of Commercial Retail for ? (1,000) SF of Office
= (30 KSF) Commercial Retail x 3.3595 (1,000 SF) of Office
= 100.785 x (1,000) SF Office
= 100,785 SF Office

EXAMPLE 3: ADD ALF FROM MULTI-FAMILY HOUSING
Add 150 beds of ALF for ? DU of Multi-Family Housing
= 150 Beds of ALF / 1.5616 (DU) Multi-Family Housing
= 96.056 x DU Multi-Family Housing
= Reduce Multi-Family Housby by 96 DU

C. SOURCE INFORMATION AND DOCUMENTATION FOR EQUIVALENCY RATES

Land Use	Units	Gross Trip Rate [1]	% New Trips [2]	Trips / Unit
Single-Family Housing (ITE 210)	1 (DU)	0.990	78.00%	0.772
Multi-Family Housing (ITE 221)	1 (DU)	0.406	78.00%	0.317
Assisted Living Facility (ITE 254)	1 (Bed)	0.260	78.00%	0.203
General Office (ITE 710)	1 (1,000 SF)	1.150	82.00%	0.943
Medical-Dental Office (ITE 720)	1 (1,000 SF)	3.460	82.00%	2.837
Commercial Retail (ITE 820)	1 (1,000 SF)	5.853	54.12%	3.168

D. FOOTNOTES

[1]: Trip Rate based upon ITE *Trip Generation, Tenth Edition*, p.m. peak-hour trip generation rates as follows:

Single-Family	Obtained using the Trip Generation rate for ITE LUC 210.
Multi-Family	Obtained using the Trip Generation equation for ITE LUC 221 and the approved trip generation for the project.
Assisted Living Facility	Obtained using the Trip Generation rate for ITE LUC 254.
Office	Obtained using the Trip Generation rate for ITE LUC 710.
Medical-Dental Office	Obtained using the Trip Generation rate for ITE LUC 720.
Commercial Retail	Obtained using the Trip Generation equation for ITE LUC 820 and the approved trip generation for the project.

[2]: % New is based upon the Internal Capture and Pass-by Capture = (1 - IC%) * (1 - PB%). An internal capture of 22% was applied for residential uses and 18% for retail/office uses based on the trip generation for the overall site. A pass-by capture of 34% was applied to the shopping center land use consistent with the trip generation approved for the proposed development program.

k:\oca_civil\142742000 - wintergreen pd tia\calcs\equivalency matrix\[country green pd - trip equivalency matrix.xlsx]trip eq. matrix

P:\CITY\Growth Mgt\RGI\Carll\Traffic\Country Green\County Green Concurrency K JG 1-14-22.docx

Final Traffic Impact Analysis

COUNTRY GREEN PD

CITY OF OCALA, FL

Prepared for:

WG One Corp

Prepared by:

Kimley-Horn and Associates, Inc.

142742000
September 2018
© Kimley-Horn and Associates, Inc.
101 E Silver Springs Boulevard, Suite 400
Ocala, FL 34470
352 438 3000

Kimley»Horn

Final Traffic Impact Analysis

COUNTRY GREEN PD

CITY OF OCALA, FL

Prepared for:

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September 2018
© Kimley-Horn and Associates, Inc.101 E Silver Springs Boulevard, Suite 400
Ocala, FL 34470
352 438 3000

THIS IS TO CERTIFY THAT THE ENCLOSED CALCULATIONS WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION.

AMBER L. GARTNER, P.E.
Florida Registration #72294
CA# 00000696

DATE: 8/12/2020

EXECUTIVE SUMMARY

Kimley-Horn has performed a Traffic Impact Analysis (TIA) for the Country Green Planned Development (PD). The PD is generally located west of SW 44th Avenue, south of SW 20th Street in southwest Ocala, Florida. The PD area is +/- 40 acres on the west side of the Ocala West PUD.

The TIA has been prepared to support a Concurrency Development Agreement (CDA). The analysis has been performed in accordance with the City of Ocala Traffic Impact Analysis guidelines and the methodology which was approved by the City of Ocala, Marion County, and Ocala/Marion County TPO.

The project's development program includes the following uses and intensities:

- Apartments – 900 dwelling units
- Commercial retail – 75,000 square feet

Access to the property is proposed via an existing full access connection on SW 20th Street across from SW 54th Court and a right-in/right out connection on SW 20th Street.

The traffic analysis was performed considering a buildout timeframe of 20 years (2037) for the proposed development program. The operating conditions within the study area were evaluated for future background (before addition of project traffic) conditions and buildout traffic conditions. Transportation improvements were identified within the study area to be needed under future background traffic conditions. These improvements are needed prior to the addition to project traffic, and therefore no proportionate share contribution is required by the development per Florida State Statutes.

The following geometric improvements were identified to be needed at project buildout, in addition to those identified under future background traffic conditions:

- Signalization and construction of an exclusive westbound left-turn lane at the intersection of SW 20th Street and SW 54th Court (site access improvement)
- Construction of an exclusive northbound right-turn lane at the intersection of SW 20th Street and SW 38th Avenue
- Signal timing adjustments at the intersection of SW 20th Street and SW 27th Avenue

Consistent with Florida Statute, the project's proportionate share percentage was calculated for each offsite transportation improvement (non-site related) identified to be needed due to the addition of project traffic.

The traffic analysis and results provided herein support the transportation concurrency reservation request for the Country Green PD project. The owners of the Country Green PD and Wintergreen PD, which is located on the eastern boundary of the Ocala West PUD, have prepared TIAs for both developments and will be going through the transportation concurrency reservation process concurrently. However, for the purpose of the Wintergreen PD TIA, project trips from the Country Green PD will be considered "vested" background trips.

The contribution of right-of-way for the future SW 44th Avenue is intended to mitigate for the transportation deficiencies identified within this study to require mitigation from the developer.

TABLE OF CONTENTS

EXECUTIVE SUMMARY i
INTRODUCTION 1
PROJECT TRAFFIC 2
Site Access 2
TRIP DISTRIBUTION, ASSIGNMENT, AND STUDY AREA 4
EXISTING CONDITIONS ANALYSIS 7
Data Collection 7
Roadway Segment Analysis 7
Intersection Analysis 9
FUTURE CONDITIONS ANALYSIS 11
Committed Transportation Improvements 11
Traffic Volume Development 11
Future Background Roadway Segment Analysis 14
Future Buildout Roadway Segment Analysis 16
Future Background Conditions Intersections Analysis 18
Future Buildout Conditions Intersection Analysis 21
PRELIMINARY SIGNAL WARRANT ANALYSIS 25
SW 20th Street and SW 54th Court 25
SW 20th Street & SW 44th Avenue 25
SW 43rd Court and SW 40th Street 25
SITE ACCESS ANALYSIS 27
SW 20th Street and SW 54th Court 27
SW 20th Street Site Access 27
CRASH DATA SUMMARY 28
TRANSPORTATION MITIGATION AND PROPORTIONATE SHARE 29
CONCLUSION 30

List of Tables

Table 1: Trip Generation Calculations 3
Table 2: Existing Conditions PM Peak Hour Roadway Segment Analysis 8
Table 3: Existing Conditions PM Peak Hour Intersection Analysis 10
Table 4: Existing Conditions AM Peak Hour Intersection Analysis 10
Table 5: Future Background Conditions PM Peak Hour Roadway Segment Analysis 15
Table 6: Buildout Conditions PM Peak Hour Roadway Segment Analysis 17
Table 7: Future Background Conditions PM Peak Hour Intersection Analysis 19
Table 8: Future Background Conditions AM Peak Hour Intersection Analysis 20
Table 9: Buildout Conditions PM Peak Hour Intersection Analysis 22
Table 10: Buildout Conditions AM Peak Hour Intersection Analysis 23
Table 11: Crash Summary, 2013 – 2017 28

List of Figures

Figure 1: Site Location, Trip Distribution, and Study Area 6
Figure 2: PM Peak Hour Buildout Total Traffic 12
Figure 3: AM Peak Hour Buildout Total Traffic 13
Figure 4: Buildout Intersection Mitigation Details 24

APPENDICES

Appendix A: Conceptual Site Development Plan
Appendix B: Approved Traffic Analysis Methodology Correspondence
Appendix C: Traffic Data
Appendix D: Signal Timing Worksheets
Appendix E: Intersection Volume Development Worksheets
Appendix F: Synchro Output
- PM Peak Hour Existing Traffic Conditions
- PM Peak Hour Future Year Background Traffic Conditions
- PM Peak Hour Future Year Background Traffic Conditions with Improvement
- PM Peak Hour Buildout Traffic Conditions (with Background Improvement)
- PM Peak Hour Buildout Traffic Conditions with Mitigation
- AM Peak Hour Existing Traffic Conditions
- AM Peak Hour Future Year Background Traffic Conditions
- AM Peak Hour Future Year Background Traffic Conditions with Improvement
- AM Peak Hour Buildout Traffic Conditions (with Background Improvement)
- AM Peak Hour Buildout Traffic Conditions with Mitigation
- PM Peak Hour Arterial Analysis (Background and Buildout with Background Improvement)

Appendix G: Signal Warrant Analysis Worksheets
Appendix H: Proportionate Share Calculations
Appendix I: Turn Lane Warrant
Appendix J: Post-submittal Documentation and Study Approval

INTRODUCTION

Kimley-Horn has performed a Traffic Impact Analysis (TIA) for the proposed Country Green Planned Development (PD). The project site is generally located west of SW 44th Avenue, south of SW 20th Street in southwest Ocala, Florida. The PD area is +/- 40 acres on the west side of the Ocala West Planned Unit Development (PUD). The site is proposed to contain commercial retail and residential uses.

The TIA identifies transportation needs within the study area under future background (before the addition of project traffic) and project buildout conditions. The TIA has been prepared to support the transportation concurrency reservation and a developer agreement for the subject property. The analysis has been performed in accordance with the City of Ocala Traffic Impact Analysis guidelines and the methodology which was approved by the City of Ocala, Marion County, and the Ocala/Marion County Transportation Planning Organization (TPO). The approved methodology is included in the **Appendix**.

The project's development program includes the following uses and intensities:

- Multifamily housing – 900 dwelling units
- Commercial retail – 75,000 square feet

Access to the property is proposed via an existing full access connection on SW 20th Street across from SW 54th Court and a right-in/right out connection on SW 20th Street. The buildout timeframe evaluated for the project is 20 years (by end of 2037). A copy of the current PD Plan illustrating the site location and proposed project access is included in the **Appendix**.

This TIA is based on data collected by Kimley-Horn and supplemented by information obtained from City of Ocala, Marion County, and Florida Department of Transportation (FDOT) sources. The study observed the established procedures found in Institute of Transportation Engineers (ITE) sources, FDOT sources, and the *2010 Highway Capacity Manual* (HCM 2010).

PROJECT TRAFFIC

The trip generation potential of the proposed development program was calculated based upon rates and equations contained in the ITE *Trip Generation Manual,* Tenth Edition. Internal capture and pass-by calculations were prepared in accordance with the methods established in the ITE *Trip Generation Handbook, 3rd Edition*.

The ITE calculated pass-by capture was limited to 10% of the projected SW 20th Street traffic volumes. The pass-by capture calculations were approved during the methodology process. Pass-by trips have been included in the driveway volumes for evaluation of the site access locations.

Based on the development program provided, the project is anticipated to generate 6,792 net new daily trips, 413 net new AM peak hour trips, and 522 net new PM peak hour trips.

Table 1 illustrates the trip generation calculations for the site, which were approved during the methodology process.

Site Access

Access to the Country Green PD is proposed via a connection on the north side of the parcel to SW 20th Street as well as three access points along a proposed north-south roadway along the west side of the parcel, intersecting with SW 20th Street directly across from SW 54th Court.

The access locations are illustrated on the PD in the **Appendix**. This report includes evaluation of the site access locations for the appropriate control and geometry needed at project buildout.

Table 1: Trip Generation Calculations

Land Use	Intensity			Daily Trips	AM Peak Hour of Adjacent Street			PM Peak Hour of Adjacent Street		
					Total	In	Out	Total	In	Out
Proposed Development										
Multifamily Housing (Mid-Rise)	900 DU			4,903	295	77	218	365	223	142
Shopping Center	75,000 SF			4,944	189	117	72	439	211	228
	Subtotal			*9,847*	*484*	*194*	*290*	*804*	*434*	*370*
Internal Capture	Daily	AM	PM							
Residential	17%	1%	22%	828	4	2	2	80	59	21
Commercial	17%	2%	18%	828	4	2	2	80	21	59
Subtotal	*17%*	*2%*	*20%*	1,656	8	4	4	160	80	80
Pass-By Traffic [1]	Daily	AM	PM							
Shopping Center	34%	34%	34%	1,399	63	39	24	122	65	57
10% of Adjacent Street Traffic	10%			1,651	151	76	75	152	76	76
	Limiting:			*1,399*	*63*	*39*	*24*	*122*	*65*	*57*
Driveway Volumes				**8,191**	**476**	**190**	**286**	**644**	**354**	**290**
TOTAL NET NEW TRIPS				**6,792**	**413**	**151**	**262**	**522**	**289**	**233**

Note: *Trip Generation was calculated using the data from ITE's Trip Generation Manual, 10th Edition*

Multifamily Housing (Mid-Rise) [ITE LUC 221]

Daily	T = 5.45*(X) - 1.75 (X is DU)
AM Peak Hour of Adjacent Street	Ln(T) = 0.98*Ln(X) - 0.98 (X is DU; 26% in, 74% out)
PM Peak Hour of Adjacent Street	Ln(T) = 0.96*Ln(X) - 0.63 (X is DU; 61% in, 39% out)

Shopping Center [ITE LUC 820]

Daily	Ln(T) = 0.68*Ln(X) + 5.57 (X is SF/1,000)
AM Peak Hour of Adjacent Street	T = 0.50*(X) + 151.78 (X is SF/1,000; 62% in, 38% out)
PM Peak Hour of Adjacent Street	Ln(T) = 0.74*Ln(X) + 2.89 (X is DU; 48% in, 52% out)
Pass-By Trip Reduction [2]	P = 0.34*(T)

Note 1: The ITE calculated pass-by capture was limited to 10% of the projected adjacent side-street traffic volumes. Adjacent side-street traffic volume is that projected for SW 20th Street based on existing traffic volumes from the 2016 FDOT Florida Traffic Information CD, turning movement counts, and the growth rates from the approved methodology. Background growth was applied to account for future adjacent traffic volumes at buildout of the development.
Note 2: The ITE recommended pass-by capture rate for the PM peak hour was applied for the daily and AM peak hours as well.

K:\OCA_Civil\142742000 - Wintergreen PD TIA\calcs\[TIA-CG_Calcs_180307.xlsx]T1-TGEN Country Green PD *3/16/18*

TRIP DISTRIBUTION, ASSIGNMENT, AND STUDY AREA

A projected traffic distribution was developed using output from the Central Florida Regional Planning Model (CFRPM) Version 6.0, which is based on the Florida Standard Urban Transportation Model Structure (FSUTMS). Hand adjustments were made to the model output based on site layout characteristics and local knowledge to establish a reasonable estimation for the project's travel patterns within the study area. The distribution was approved during the methodology review process.

Functionally classified roadway segments in the project's vicinity were reviewed to determine the project's potential traffic impact. The project impact on the surrounding roadway network has been calculated as the average PM peak hour trip assignment on that roadway segment divided by the segment's peak hour peak direction service volume. A 3% threshold was used to define the project study area. Per the City of Ocala Traffic Impact Analysis Guidelines, the study area includes all significantly impacted roadways plus one segment beyond the last segment that meets the 3% impact threshold, unless the project has a de minimis impact on the roadway segment. The service volumes for evaluated roadways were obtained utilizing functional classification and level of service information published by the TPO and FDOT.

The project significance calculations are provided within the methodology document located in the **Appendix**.

The following roadway segments are included within the study area, as approved during the methodology process:

- SW 60th Avenue – SR 40 to SW 20th Street
- SW 60th Avenue – SW 20th Street to SW 38th Street
- SW 60th Avenue – SW 38th Street to SR 200
- SW 38th Street – SW 60th Avenue to SR 200
- SW 20th Street – SW 60th Avenue to SW 44th Avenue
- SW 20th Street – SW 44th Avenue to I-75
- SW 20th Street – I-75 to SW 27th Avenue
- SW 20th Street – SW 27th Avenue to SR 200

In addition to roadway segment analysis, the following intersections were evaluated for PM peak hour traffic conditions (4-6 PM), as approved during the methodology process:

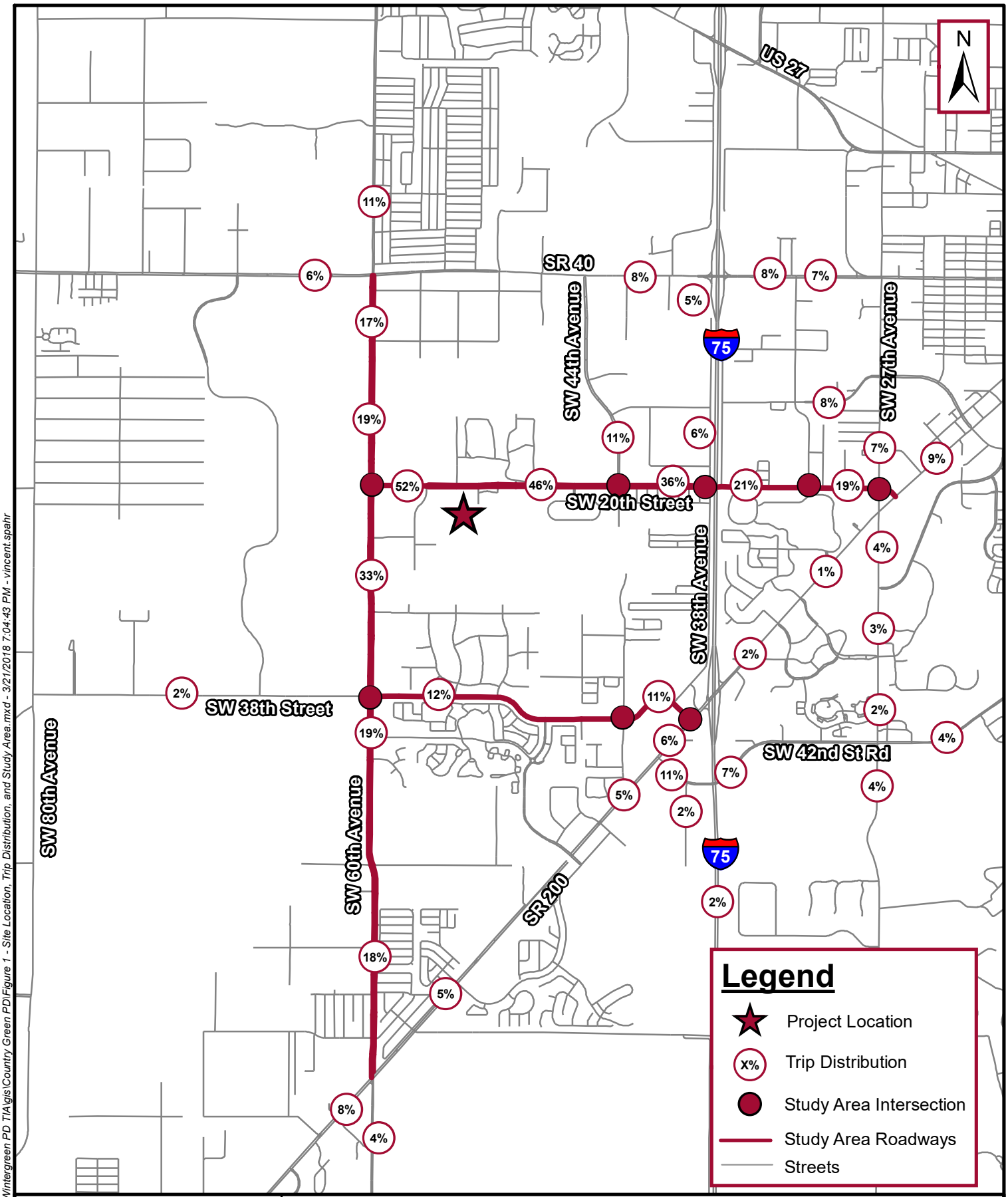
- SW 20th Street & SW 60th Avenue
- SW 20th Street & SW 44th Avenue (unsignalized)
- SW 20th Street & SW 38th Avenue
- SW 20th Street & SW 31st Avenue
- SW 20th Street & SW 27th Avenue
- SW 38th Street & SW 60th Avenue

- SW 38th Street/40th Street & SW 38th Court (unsignalized)
- SW 38th Court & SR 200

In addition, based on request by the review agencies during development of the methodology, the following intersections were also evaluated during the AM peak period (7AM – 9AM):

- SW 20th Street & SW 44th Avenue (unsignalized)
- SW 20th Street & SW 38th Avenue

The two site access locations on SW 20th Street were also reviewed for buildout traffic conditions. **Figure 1** illustrates the site location, trip distribution, and study area for the traffic analysis.



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FIGURE 1: SITE LOCATION, TRIP DISTRIBUTION, AND STUDY AREA

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Project No: 142742000	Not To Scale	June 2018	Figure 1

EXISTING CONDITIONS ANALYSIS

Data Collection

Turning movement counts were collected at the study area intersections during the AM (7:00 AM – 9:00 AM) and PM (4:00 PM – 6:00 PM) peak hours of adjacent street traffic in February 2018. The turning movement counts were used for the existing conditions analysis and as a basis for forecasting the future year turning movement volumes. The turning movement counts are provided in the **Appendix**.

The appropriate peak season factors from FDOT were utilized to adjust the observed traffic volumes to peak season. Existing peak hour factors, right turns on red, and heavy vehicles were recorded during the turning movement counts. The existing intersection lane geometries were observed in the field. Existing signal timings obtained from the City of Ocala and Marion County were utilized in the analysis.

Roadway Segment Analysis

Study roadway segments were evaluated to determine the existing PM peak hour levels of service and to provide a basis for the future conditions analysis. The maximum service volumes were obtained from the latest Marion County Roadway Segment Tables and the 2013 FDOT Quality/Level of Service Handbook.

The existing PM peak hour directional traffic volumes on the roadway segments were calculated using the PM peak hour turning movement count (approach/departure) data collected at the study area intersections. The reported existing traffic volume is an average of the recorded approach and departure volumes, adjusted to peak season using the applicable FDOT peak season factor.

Table 2 illustrates the existing peak hour volume and level of service for roadway segments in the study area during the PM peak hour. All the study area roadway segments are shown to operate within the adopted level of service standard under existing PM peak hour traffic conditions.

Table 2: Existing Conditions PM Peak Hour Roadway Segment Analysis

Roadway		ROADWAY ATTRIBUTES [1]				Peak Hour Directional Service Capacity [2]	EXISTING PEAK SEASON PEAK HOUR TRAFFIC CONDITIONS					
							Volumes [3]		V/C Ratios		LOS [2]	
From	To	FDOT Classification	Area Type	Adopted LOS Standard	Number of Lanes		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
NW / SW 60th Ave												
SR 40	SW 20th St	NS-SA-C1	Urban	E	4	1,800	680	840	0.38	0.47	C	C
SW 20th St	SW 38th St	NS-SA-C1	Urban	E	4	1,800	695	1,000	0.39	0.56	C	C
SW 38th St	SR 200	NS-SA-C1	Urban	E	4	1,800	599	869	0.33	0.48	C	C
SW 38th St												
SW 60th Ave	SR 200	NS-SA-C1	Urban	E	2	792	404	433	0.51	0.55	C	C
SW 20th St												
SW 60th Ave	SW 44th Ave	NS-SA-C1	Urban	E	4	1,800	382	629	0.21	0.35	C	C
SW 44th Ave	I-75	NS-SA-C1	Urban	E	4	1,800	471	649	0.26	0.36	C	C
I-75	SW 27th Ave	NS-SA-C1	Urban	E	2	832	643	647	0.77	0.78	C	C
SW 27th Ave	SR 200	NS-SA-C1	Urban	E	2	792	334	285	0.42	0.36	C	C

K:\OCA_Civil\142742000 - Wintergreen PD TIA\calcs\[TIA-CG_Calcs_180307.xlsx]Roadway Existing *3/16/2018*

1. The roadway attributes were obtained from the latest Marion County and FDOT sources.
2. Roadway Service Capacities and LOS were determined using the 2013 FDOT Quality/LOS Handbook and Marion County roadway segment tables.
3. Existing peak season volumes are based on existing turning movement counts and supplemented by seasonal factors from FDOT's Florida Traffic Information 2016.

Intersection Analysis

The existing intersection operating conditions were evaluated based on the data collection efforts summarized above. The operating conditions at the study intersections were analyzed using the Synchro 9 software package, which implements the procedures of the 2010 *Highway Capacity Manual* (HCM). The observed turning movement volumes were adjusted to peak season volumes for the existing conditions analysis. Existing lane geometry, peak hour factors, truck percentages, U-turn percentages, and right-turn-on-red percentages observed in the field were input into the capacity analyses.

Table 3 provides a summary of the average delay and level of service during the PM peak hour under existing traffic conditions. All study area intersections operate with acceptable overall intersection level of service under existing PM peak hour conditions. However, the intersection of SW 38th Street and SW 60th Avenue is shown to operate with an individual traffic movement having a volume to capacity (V/C) ratio exceeding 1.0, as summarized in **Table 3**.

Table 4 provides a summary of the average delay and level of service during the existing AM peak hour. The two area intersections evaluated during the AM peak hours are shown to operate with acceptable overall intersection LOS.

The Synchro 9 analysis output is provided in the **Appendix**.

Table 3: Existing Conditions PM Peak Hour Intersection Analysis

Intersection	Existing Conditions		
	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C
Unsignalized			
SW 20th St & SW 54th Ct (TWSC)[1]	C	17.8	0.12
SW 20th St & SW 44th Ave (TWSC) [1]	C	17.6	0.31
SW 43rd Ct & SW 40th St (AWSC)	B	12.5	0.56
Signalized			
SW 20th St & SW 60th Ave	B	15.7	0.87
SW 20th St & SW 38th Ave	C	29.4	0.87
SW 20th St & SW 31st Ave/CCF	B	13.3	0.72
SW 20th St & SW 27th Ave	D	38.7	0.86
SW 38th St & SW 60th Ave	D	37.9	1.08
SR 200 & SW 38th Ct	D	44.6	0.91

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Note:
1. Intersection LOS and delay at two-way stop-controlled intersections are reported for the stop-controlled approaches only.

Table 4: Existing Conditions AM Peak Hour Intersection Analysis

Intersection	Existing Conditions		
	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C
Unsignalized			
SW 20th St & SW 44th Ave (TWSC) [1]	B	13.7	0.12
Signalized			
SW 20th St & SW 38th Ave	C	24.7	0.81

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Note:
1. Intersection LOS and delay at two-way stop-controlled intersections are reported for the stop-controlled approaches only.

FUTURE CONDITIONS ANALYSIS

Committed Transportation Improvements

SW 49th Avenue, from SW 42nd Street to CR 484 has been considered as a four-lane divided collector roadway for the future conditions analysis. The construction of this roadway is funded through transportation impact fees and recent sales tax referendum.

The extension of SW 44th Avenue from SW 20th Street to SR 200 has not been assumed in this analysis, consistent with the approved methodology.

Traffic Volume Development

The future traffic volumes within the study area were calculated based on the approved methodology. Future background traffic volumes were calculated using collected peak season turning movement traffic volumes, an annual background growth rate applied over the 20-year buildout timeframe, and committed traffic volumes.

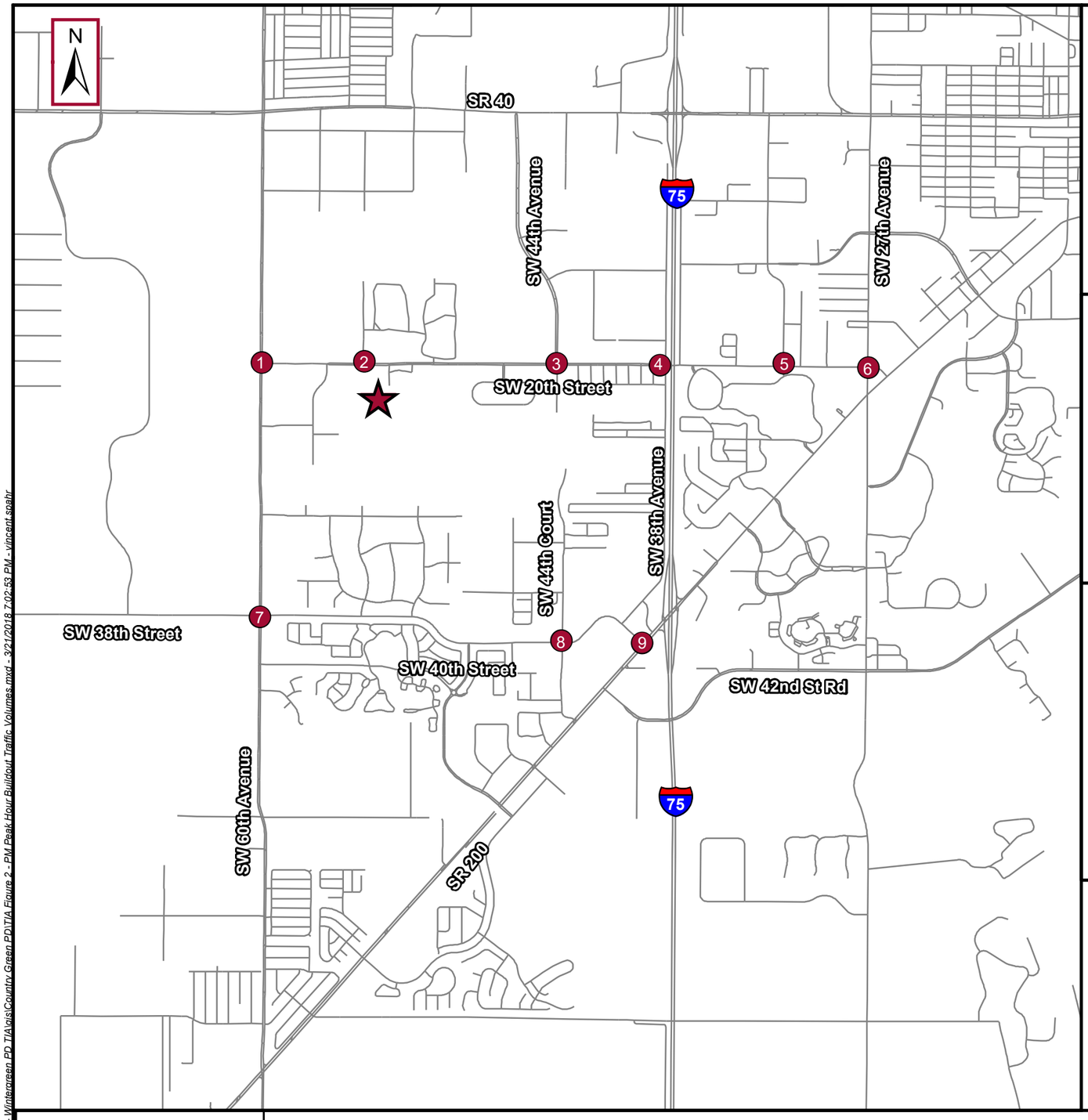
A 1.5% background annual growth rate was applied to the existing peak season volumes over the 20-year buildout timeframe. In addition, the following committed projects were included in the background traffic volume development, consistent with the approved methodology:

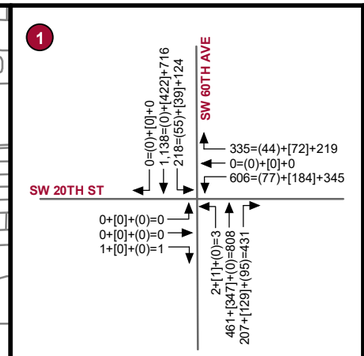
- Heathbrook remaining unbuilt
- Trinity Lane/Red Oak PUD
- Grand Oaks Town Center remaining
- Broadmoor Oaks
- Paddock Ridge East
- Paddock Ridge West
- On Top of the World
- Winding Oaks PD

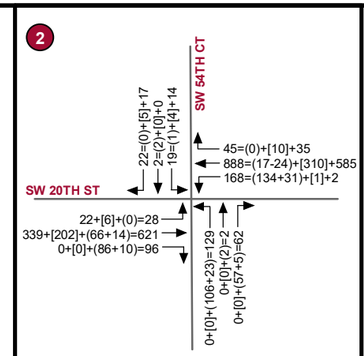
The total buildout traffic volumes were calculated as the sum of the background traffic volumes and project traffic. For the roadway segment analyses, the PM peak hour project traffic volumes were calculated as an average across the segment length.

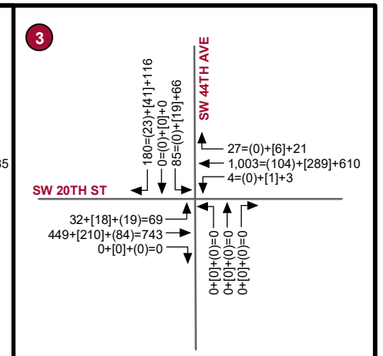
Two intersections were evaluated for AM peak hour traffic conditions. The same project trip distribution utilized for the PM analysis was utilized for the AM analysis.

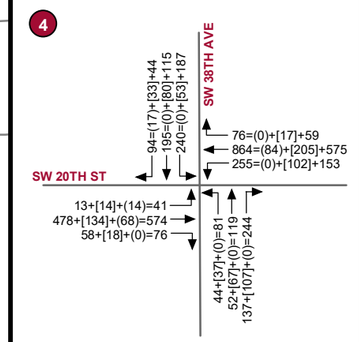
Worksheets detailing the future conditions intersection volume development are contained in the **Appendix**. The buildout total traffic volumes during the weekday PM peak hour are illustrated in **Figure 2**. The buildout total traffic volumes during the weekday AM peak hour are illustrated in **Figure 3**.

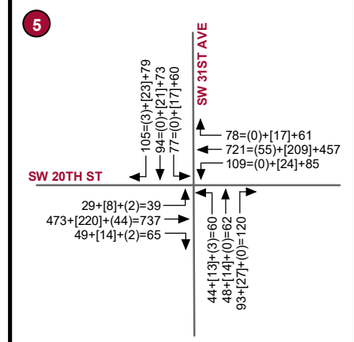


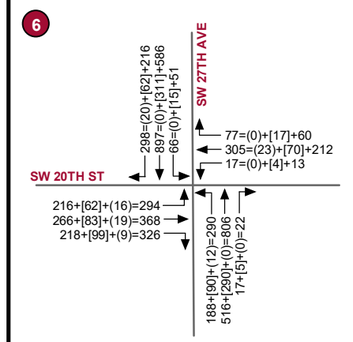


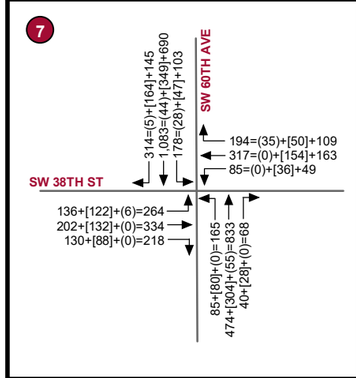


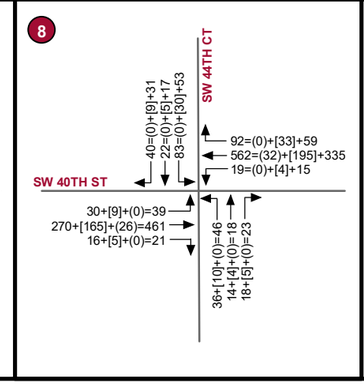


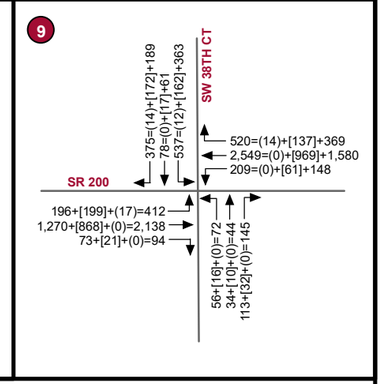












Legend

- Project Location
- Study Area Intersection
- Streets
- Existing + [Background Growth] + (Project Traffic+Pass-by Trips) = Buildout Total Traffic

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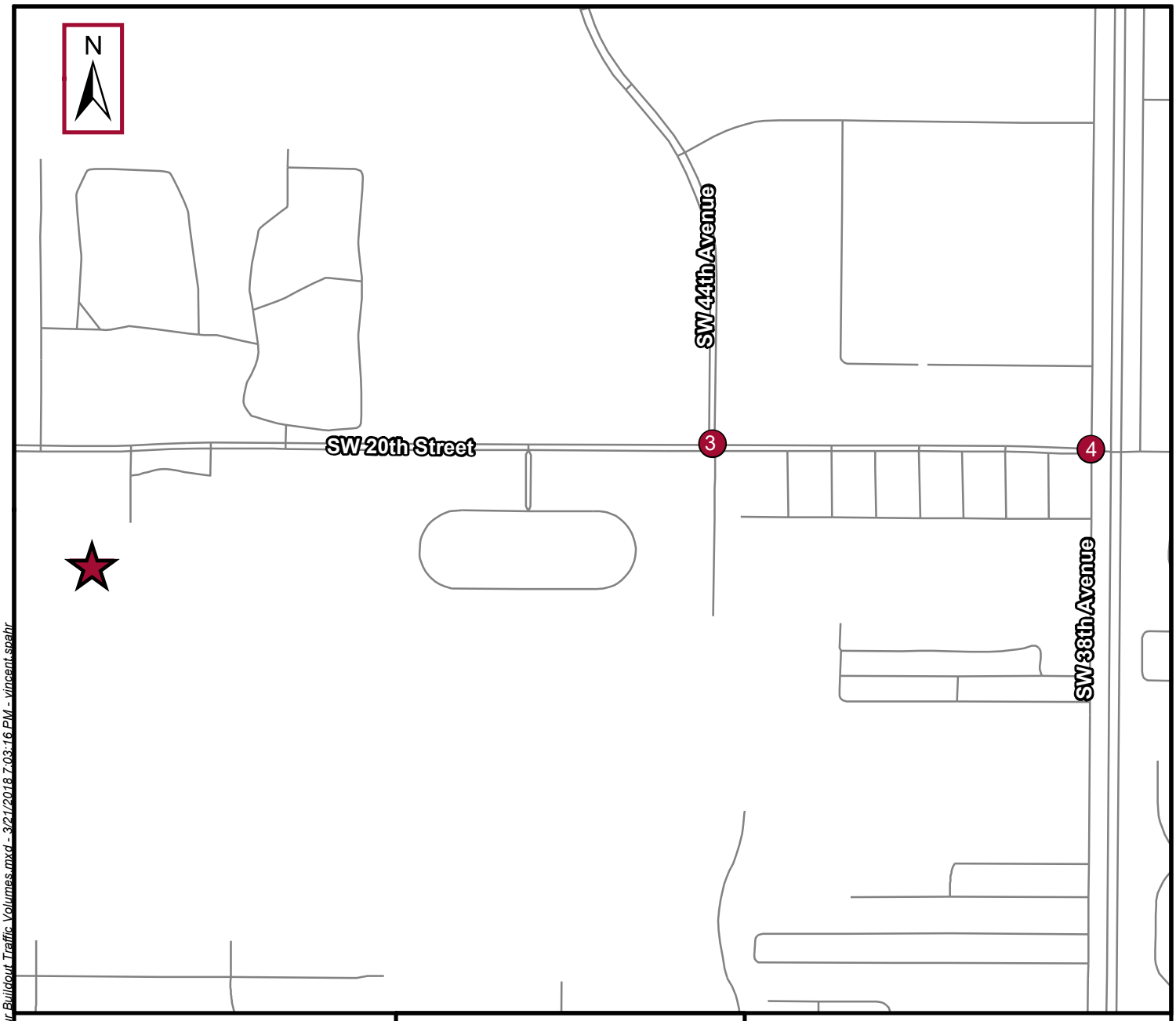
FIGURE 2: PM PEAK HOUR BUILDOUT TRAFFIC VOLUMES

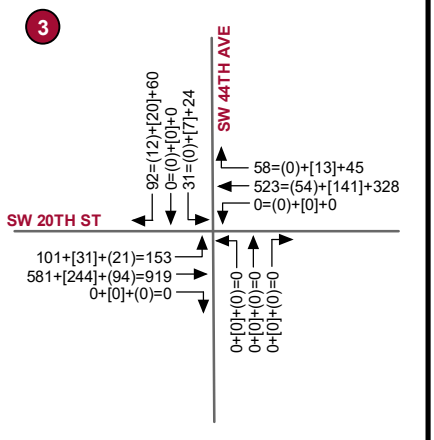
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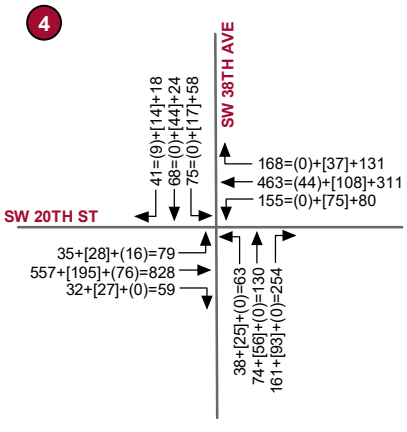
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Legend

- Project Location
- Study Area Intersection
- Streets
- Existing + [Background Growth] + (Project Traffic) = Buildout Total Traffic

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FIGURE 3: AM PEAK HOUR BUILDOUT TRAFFIC VOLUMES

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Future Background Roadway Segment Analysis

The roadway segments within the study area were evaluated for level of service under future background conditions (before the addition of project traffic) during the PM peak hour.

The service volumes for roadways within the study area were obtained utilizing functional classification and level of service information published by the Ocala/Marion County TPO and FDOT, consistent with the approved methodology.

The segment of SW 20th Street from I-75 to SW 27th Avenue is shown to exceed the generalized service volume under future background (non-project) traffic conditions during the PM peak hour, as shown in **Table 5**. A more detailed Synchro arterial analysis of the segment indicates that SW 20th Street would operate at LOS D in the eastbound direction and LOS C in the westbound direction under future background traffic conditions. In addition, the future background conditions analysis identified the need for improvement at the intersection of SW 20th Street at SW 38th Avenue, which will improve level of service in the westbound direction.

All other roadway segments within the study area are shown to operate within the generalized service volume with 2037 background (non-project) traffic volumes. The future background conditions roadway segment analyses are detailed in **Table 5**. The Synchro Arterial analysis for SW 20th Street from I-75 to SW 27th Avenue is included in the **Appendix**.

Table 5: Future Background Conditions PM Peak Hour Roadway Segment Analysis

Roadway		Adopted LOS Standard	Peak Hour Directional Service Capacity [1]	Existing PM Peak Hour Traffic Conditions		Applied Growth Rate [3]	Future (2037) Background Traffic Conditions									
				Volumes [2]			Future Background Peak Season Traffic [4]		Committed Traffic [5]		Future Non-Project Traffic Volumes [6]		V/C Ratios		LOS [1]	
From	To			NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
NW / SW 60th Ave																
SR 40	SW 20th St	E	1,800	680	840	1.5%	874	1,079	226	222	1,100	1,301	0.61	0.72	C	C
SW 20th St	SW 38th St	E	1,800	695	1,000	1.5%	893	1,285	279	299	1,172	1,584	0.65	0.88	C	C
SW 38th St	SR 200	E	1,800	599	869	1.5%	770	1,117	242	225	1,012	1,342	0.56	0.75	C	C
SW 38th St																
SW 60th Ave	SR 200	E	792	404	433	1.5%	519	556	119	135	638	691	0.81	0.87	C	C
SW 20th St																
SW 60th Ave	SW 44th Ave	E	1,800	382	629	1.5%	491	808	94	126	585	934	0.33	0.52	C	C
SW 44th Ave	I-75	E	1,800	471	649	1.5%	605	834	71	100	676	934	0.38	0.52	C	C
I-75	SW 27th Ave	E	832	643	647	1.5%	826	831	78	76	904	907	1.09	1.09	F (D) [7]	F (C) [7]
SW 27th Ave	SR 200	E	792	334	285	1.5%	429	366	7	10	436	376	0.55	0.48	C	C

1. Roadway Service Capacities and LOS were determined using the 2013 FDOT Quality/LOS Handbook and Marion County roadway segment tables.
2. Existing peak season volumes are based on existing turning movement counts and supplemented by seasonal factors from FDOT's Florida Traffic Information 2016.
3. A background annual 1.5% growth rate was applied based on the approved methodology.
4. Future Peak Season Traffic is the summation of existing peak season volumes and background growth.
5. Committed traffic is cumulative from previously approved studies for Heathbrook, Trinity Lane/Red Oak PUD, Grand Oaks Towne Center, Broadmoor Oaks, Paddock Ridge East, Paddock Ridge West, On Top of the World, and Winding Oaks.
6. Future non-project traffic volumes are the summation of existing peak season volumes, background growth, and committed traffic.
7. SW 20th Street from I-75 to SW 27th Avenue is anticipated to exceed the generalized service volume under future background conditions. A detailed Synchro Arterial analysis shows LOS D in the eastbound direction and LOS C in the westbound direction for the segment.

Future Buildout Roadway Segment Analysis

The roadway segments within the study area were evaluated for level of service under future buildout traffic conditions during the PM peak hour. The service volumes utilized for the analysis are the same as those utilized for the future background conditions analysis.

The segment of SW 20th Street from I-75 to SW 27th Avenue is shown to exceed the generalized service capacity under future buildout traffic conditions during the PM peak hour, as shown in **Table 6**. The segment is also shown to exceed the generalized service volume with future background traffic volumes (prior to addition of project traffic). A more detailed Synchro arterial analysis of the segment indicated that SW 20th Street would operate at LOS E in the eastbound direction and LOS C in the westbound direction under future buildout traffic conditions. In addition, improvements have been identified at the intersection of SW 20th Street with SW 38th Avenue under future background and future buildout traffic conditions, which provide improved levels of service on SW 20th Street.

All other roadway segments within the study area are shown to operate with acceptable level of service with 2037 buildout traffic volumes. The project does not have a significant and adverse impact on any of the roadway segments within the study area.

The buildout roadway segment analyses are detailed in **Table 6.** The Synchro Arterial analysis of SW 20th Street from I-75 to SW 27th Avenue is included in the **Appendix**.

Table 6: Buildout Conditions PM Peak Hour Roadway Segment Analysis

Roadway		Adopted LOS Standard	Peak Hour Directional Service Capacity [1]	Future Non-Project Traffic Volumes [2]		PM Peak Hour Project Traffic			Future Buildout PM Peak Hour Traffic Conditions					
									Volumes [4]		V/C Ratios		LOS [1]	
From	To			NB/EB	SB/WB	% Assign [3]	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
NW / SW 60th Ave														
SR 40	SW 20th St	E	1,800	1,100	1,301	18.0%	42	52	1,142	1,353	0.63	0.75	C	C
SW 20th St	SW 38th St	E	1,800	1,172	1,584	33.0%	95	77	1,267	1,661	0.70	0.92	C	
SW 38th St	SR 200	E	1,800	1,012	1,342	18.5%	53	43	1,065	1,385	0.59	0.77	C	C
SW 38th St														
SW 60th Ave	SR 200	E	792	638	691	11.5%	27	33	665	724	0.84	0.91	C	C
SW 20th St														
SW 60th Ave	SW 44th Ave	E	1,800	585	934	50.7%	146	118	731	1,052	0.41	0.58	C	C
SW 44th Ave	I-75	E	1,800	676	934	32.5%	76	94	752	1,028	0.42	0.57	C	C
I-75	SW 27th Ave	E	832	904	907	23.0%	54	66	958	973	1.15	1.17	F (E) [5]	F (C) [5]
SW 27th Ave	SR 200	E	792	436	376	8.0%	19	23	455	399	0.57	0.50	C	C

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1. Roadway Service Capacities and LOS were determined using the 2013 FDOT Quality/LOS Handbook and Marion County roadway segment tables.
2. Future non-project traffic volumes are the summation of existing peak season volumes, background growth, and committed traffic.
3. The percent project traffic is averaged across the roadway segment.
4. Future Buildout traffic volumes are the summation of future non-project traffic and project traffic.
5. SW 20th Street from I-75 to SW 27th Avenue is anticipated to exceed the generalized service capacity at project buildout. A detailed Synchro Arterial analysis shows LOS E in the eastbound direction and LOS C in the westbound direction. This segment also exceeds generalized service capacity under future background (before the addition of project traffic) conditions.

Future Background Conditions Intersections Analysis

The intersections within the study area were evaluated to determine improvement needs to provide an acceptable level of service and intersection operations with future background traffic conditions prior to addition of project traffic. The future background traffic volumes included existing peak season traffic, background traffic growth, and committed project traffic. Existing intersection geometry, signal timings (as obtained from the City of Ocala and Marion County), and peak hour factor and percent heavy vehicles (as obtained from the traffic counts) were input into Synchro 9 for the analysis.

Table 7 summarizes the resultant intersection LOS for the future background conditions with existing intersection geometry and signal timings during the PM peak hour. Several transportation deficiencies are anticipated under future background (non-project) traffic conditions. The identified intersection improvements that are shown to be needed under future background traffic conditions to provide acceptable intersection operations and level of service are summarized in **Table 7**. As noted in **Table 7**, many of the identified improvements are consistent with those previously identified in the approved Winding Oaks TIA.

With the identified improvements, the intersections within the study area are shown to operate with acceptable level of service, delay, and V/C ratios under future background traffic conditions (year 2037). The resultant intersection LOS and V/C ratios under PM peak hour future background traffic conditions with the identified transportation improvements are summarized in **Table 7**.

Two intersections were also evaluated for the weekday AM peak hour. The AM peak hour analysis does not result in any additional intersection improvement needs over those identified for the PM peak hour analysis. A summary of the future background conditions intersection analysis during the AM peak hour is provided in **Table 8**. The improvements identified during the PM peak hour analysis were applied for the AM peak hour analysis and the resulting LOS, delay, and V/C ratios were reported in **Table 8**.

The Synchro 9 output reports are provided in the **Appendix**.

Table 7: Future Background Conditions PM Peak Hour Intersection Analysis

Intersection	Future (2037) Background Conditions			Future (2037) Background Conditions with Improvements			
	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C	Identified Improvements	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C
Unsignalized							
SW 20th St & SW 54th Ct (TWSC)[1]	E	40.1	0.32	--	E	40.1	0.32
SW 20th St & SW 44th Ave (TWSC) [1]	F	55.3	0.87	Signalize when warranted [2]	B	11.1	0.74
SW 43rd Ct & SW 40th St (AWSC)	E	47.2	1.03	Signalize when warranted [2]	A	9.3	0.66
Signalized							
SW 20th St & SW 60th Ave	D	50.9	1.41	Signal timing adjustments [3]	C	24.9	0.91
SW 20th St & SW 38th Ave	F	87.2	1.28	2nd WB through lane	D	49.2	0.95
SW 20th St & SW 31st Ave/College of Central Florida	C	23.2	0.94	--	C	23.2	0.94
SW 20th St & SW 27th Ave	D	54.1	0.97	--	D	54.1	0.97
SW 38th St & SW 60th Ave	F	195.8	2.41	2nd EBL turn lane, exclusive EBR turn lane, and exclusive WBR turn lane on 38th St [3]	D	48.0	0.96
SR 200 & SW 38th Ct	E	68.4	1.76	2nd EBL turn lane and exclusive WBR turn lane on SR 200 [3], and exclusive SBR turn lane on SW 38th Ct	D	41.3	0.93

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Note:

1. Intersection LOS and delay at two-way stop-controlled intersections are reported for the stop-controlled approaches only.
2. Future (2037) background traffic volumes meet peak hour signal warrant requirements from the Manual on Uniform Traffic Control Devices (MUTCD). Signal warrant spreadsheets are included in the **Appendix**.
3. Consistent with improvements previously identified in the approved Winding Oaks TIA.

Table 8: Future Background Conditions AM Peak Hour Intersection Analysis

Intersection	Future (2037) Background Conditions			Future (2037) Background Conditions with Improvements			
	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C	Identified Improvements [2]	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C
Unsignalized							
SW 20th St & SW 44th Ave (TWSC) [1]	C	20.7	0.29	Signalize when warranted [3]	A	7.8	0.67
Signalized							
SW 20th St & SW 38th Ave	E	64.4	1.35	2nd WB through lane	D	41.3	0.93

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Note:

1. Intersection LOS and delay at two-way stop-controlled intersections are reported for the stop-controlled approaches only.
2. Improvements are consistent with those identified to be needed for PM Peak Hour traffic conditions.
3. Future (2037) background traffic volumes meet peak hour signal warrant requirements from the Manual on Uniform Traffic Control Devices (MUTCD). Signal warrant spreadsheets are included in the **Appendix**.

Future Buildout Conditions Intersection Analysis

The intersection operating conditions were evaluated under buildout traffic conditions for year 2037. The future buildout conditions analysis included future background non-project traffic and project traffic. The intersection geometry identified to be needed under future background traffic conditions was utilized in the buildout conditions analysis to identify any additional transportation improvements that are necessary to provide acceptable level of service and intersection operations due to the addition of project traffic.

Table 9 details the resultant intersection LOS and delay for PM peak hour future buildout traffic conditions with background improved geometry. The intersection capacity analysis shows the need for the following transportation improvements in addition to those identified in the future background traffic scenario to provide acceptable traffic operations at project buildout.

- Signalization and construction of an exclusive westbound left-turn lane at the intersection of SW 20th Street and SW 54th Court (site related)
- Construction of an exclusive northbound right-turn lane on SW 38th Avenue at SW 20th Street
- Adjustment of signal timings at the intersection of SW 27th Avenue and SW 20th Street

The intersections within the study area are shown to operate with acceptable LOS and V/C ratios under PM peak hour buildout traffic conditions considering the mitigation identified above, as summarized in **Table 9.**

Two intersections were also evaluated for the weekday AM peak hour per the approved methodology. The AM peak hour analysis does not result in any additional intersection improvement needs over those identified for the PM peak hour analysis. A summary of the buildout conditions intersection analysis during the AM peak hour is provided in **Table 10**.

The Synchro 9 output reports are provided in the **Appendix**.

Figure 4 illustrates the required intersection geometry needed to provide acceptable traffic operations at the study area intersections under future background traffic conditions and buildout traffic conditions.

Table 9: Buildout Conditions PM Peak Hour Intersection Analysis

Intersection	Future (2037) Buildout Conditions with Background Improvements [2]			Future (2037) Buildout Conditions with Mitigation			
	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C	Identified Mitigation [3]	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C
Unsignalized							
SW 20th St & SW 54th Ct (TWSC)[1]	F/F	--/--	4.60	Signalize when warranted [4], exclusive WBL turn	B	19.5	0.76
Signalized							
SW 20th St & SW 60th Ave	C	32.8	0.93	--	C	32.8	0.93
SW 20th St & SW 44th Ave	B	12.5	0.78	--	B	12.5	0.78
SW 20th St & SW 38th Ave	E	60.7	1.01	Exclusive NBR turn lane	D	37.7	0.91
SW 20th St & SW 31st Ave/College of Central Florida	C	27.1	0.98	--	C	27.1	0.98
SW 20th St & SW 27th Ave	E	62.1	1.01	Signal timing adjustments	E	60.3	0.98
SW 38th St & SW 60th Ave	D	51.6	0.98	--	D	51.6	0.98
SW 43rd Ct & SW 40th St	A	9.5	0.68	--	A	9.5	0.68
SR 200 & SW 38th Ct	D	49.5	0.95	--	D	49.5	0.95

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Note:

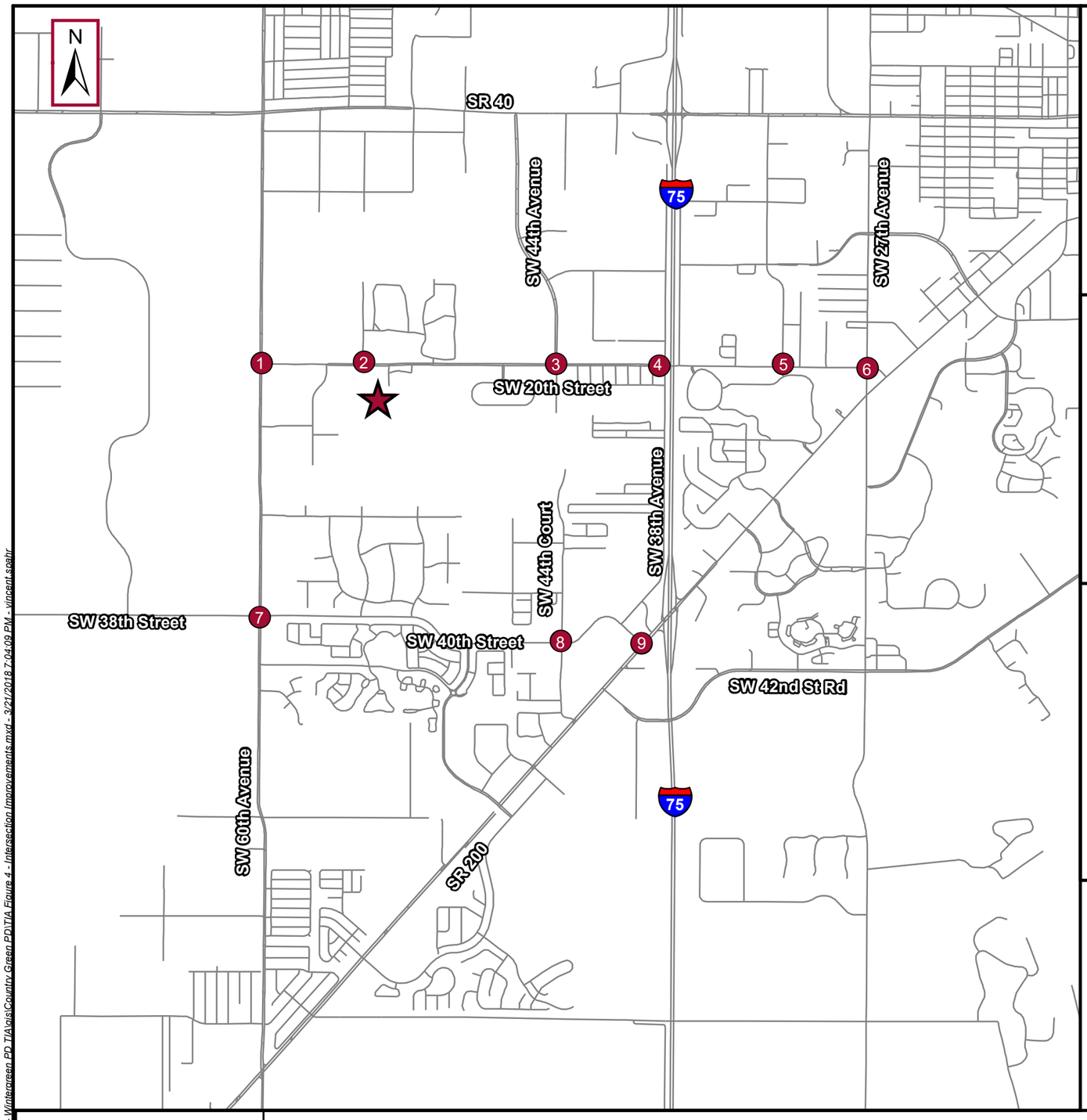
1. Intersection LOS and delay at two-way stop-controlled intersections are reported for the stop-controlled approaches only.
2. Analysis assumed improvement identified to be needed under the future background traffic conditions are in place for the buildout conditions analysis.
3. Identified mitigation is in addition to improvement identified to be needed in the background traffic conditions.
4. Future (2037) buildout traffic volumes meet peak hour signal warrant requirements from the Manual on Uniform Traffic Control Devices (MUTCD). Signal warrant spreadsheets are included in the **Appendix**.

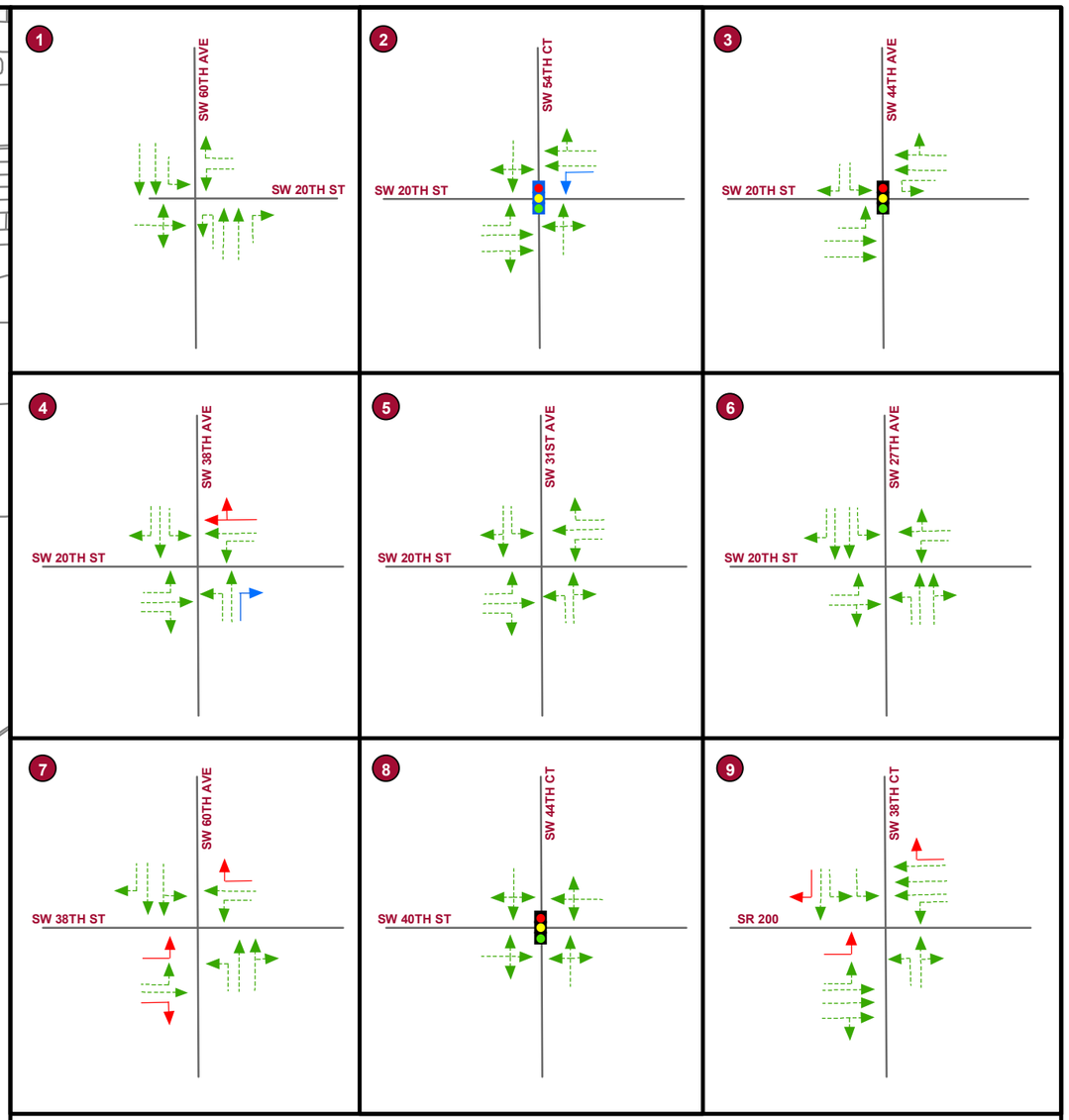
Table 10: Buildout Conditions AM Peak Hour Intersection Analysis

Intersection	Future (2037) Buildout Conditions with Background Improvements			Future (2037) Buildout Conditions with Mitigation			
	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C	Identified Mitigation [1]	Intersection LOS	Intersection Delay (s/veh)	Max Movement V/C
Signalized							
SW 20th St & SW 44th Ave	A	8.1	0.71	--	A	8.1	0.71
SW 20th St & SW 38th Ave	D	52.5	1.02	Exclusive NBR turn lane	C	29.2	0.90

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Note:
1. Identified mitigation is in addition to improvement identified to be needed in the background traffic conditions. Improvement is consistent with the improvement identified to be needed under the PM peak hour buildout traffic condition.





Legend

- Project Location
- Study Area Intersection
- Streets
- Existing Lane Geometry
- Lane Geometry Needed to Support Future Background Traffic
- Lane Geometry Needed to Support Future Buildout Traffic
- Traffic Signal Needed to Support Future Background Traffic
- Traffic Signal Needed to Support Future Buildout Traffic

K:\OCA_Civil\142742000_Winterpreen PD TIA\vis\Country Green PD\TIA Figure 4 - Intersection Improvements.mxd - 3/21/2018 7:04:09 PM - vincent.spahr

Kimley»Horn

© 2018 Kimley-Horn and Associates, Inc.
101 E Silver Springs Blvd, Suite 400, Ocala FL 34470
Phone: 352 438 3000
www.kimley-horn.com CA 00000696

FIGURE 4: INTERSECTION IMPROVEMENT DETAILS

COUNTRY GREEN PD
OCALA, FLORIDA

Project No: 142742000

Not To Scale | June 2018

PRELIMINARY SIGNAL WARRANT ANALYSIS

A PM peak hour signal warrant analysis was conducted considering future background and buildout traffic volumes at the following intersections:

- SW 20th Street and SW 54th Court
- SW 20th Street and SW 44th Avenue
- SW 43rd Court and SW 40th Street

Guidelines established in the *Manual on Uniform Traffic Control Devices* (MUTCD) 2009 Edition for peak hour volume Warrant 3 were used for the analysis.

SW 20th Street and SW 54th Court

The major street (SW 20th Street) was evaluated as a two-or-more lane approach with a speed limit over 40 mph (meaning that the 70% columns were utilized). The minor street (SW 54th Court) was evaluated as a single-lane approach considering the total volume for the northbound approach volumes in the buildout scenario. The projected PM peak hour traffic volumes under future buildout conditions meet the peak hour signal warrant criteria.

Considering unsignalized operation, both the northbound and southbound approaches are shown to exhibit LOS F, with V/C ratios exceeding 1.0 under future buildout traffic conditions. The intersection is shown to operate with acceptable level of service and delay considering signalized intersection control with PM peak hour future buildout traffic conditions. Improvements at this intersection are considered to be site related.

SW 20th Street & SW 44th Avenue

The major street (SW 20th Street) was evaluated as a two-or-more lane approach with a speed limit over 40 mph (meaning that the 70% columns were utilized). The minor street (SW 44th Avenue) was evaluated as a two-lane approach considering the southbound approach volumes. The southbound approach volume was calculated as the sum of the left-turn volume and 25 percent of the southbound right-turn volume (Pagones Theorem calls for reducing the right-turn volume by 75 percent when an exclusive right-turn lane is present). The projected PM peak hour traffic volumes in the background (2037) conditions meet peak hour signal warrant criteria.

Considering unsignalized operation, the southbound approach is shown to exhibit LOS F, with the southbound left-turn movement experiencing delays in excess of two minutes per vehicle. The intersection is shown to operate with acceptable level of service and delay considering signalized intersection control with PM (and AM) peak hour future background and buildout traffic conditions.

SW 43rd Court and SW 40th Street

The major street (SW 40th Street) was evaluated as a one-lane approach with a speed limit over 40 mph (meaning that the 70% columns were utilized). The minor street (SW 43rd Court) was analyzed as a single-lane approach considering the southbound approach volume. The southbound approach volume was calculated as the sum of the left-turn volume, the through volume, and 80 percent of the right-turn volume (Pagones Theorem calls for reducing the right-turn volume by 20 percent when right-turns are less than 35 percent of the approach volume on a shared left/through/right approach). The projected PM peak hour traffic volumes in the background (2037) conditions meet peak hour signal warrant criteria.

Considering unsignalized operation, the intersection is shown to exhibit LOS E, with a V/C ratio exceeding 1.0 under background traffic conditions. The intersection is shown to operate with acceptable level of service and delay considering signalized intersection control with PM peak hour future background and buildout traffic conditions.

The preliminary signal warrant worksheets are provided in the **Appendix**. A summary table of the Pagones Theorem reductions is also included in the **Appendix**.

SITE ACCESS ANALYSIS

The following access connections are proposed to serve the development:

- Existing full access connection on SW 20th Street at SW 54th Court
- New right-in/right-out access connection on SW 20th Street

The proposed site access locations were evaluated for required turn lane needs and intersection control to accommodate the traffic at project buildout.

SW 20th Street and SW 54th Court

As detailed in the Preliminary Signal Warrant Analysis section, under buildout traffic conditions, the intersection of SW 20th Street and SW 54th Court is shown to meet the peak hour signal warrant and will require signalization to operate with an acceptable level of service.

In addition to signalization, a westbound left-turn lane is recommended to accommodate ingress traffic to the project site. According to 2017 FDOT Design Standards, and using a design speed of 45mph the required deceleration length is 185 feet. The anticipated 95th percentile queue length from the Synchro analysis is approximately 75 feet. Therefore, the total required turn lane length to accommodate the deceleration and 95th percentile queue is 260 feet.

An exclusive eastbound right-turn lane is not recommended on SW 20th Street at the intersection of SW 54th Court based on the results of the Synchro analysis.

SW 20th Street Site Access

The proposed right-in/right-out access connection on SW 20th Street is proposed approximately mid-way between SW 54th Court and SW 53rd Ave.

Based on the National Cooperative Highway Research Program (NCHRP) Report 457, the projected right-turn volume into the development at the right-in/right-out access on SW 20th Street warrants a right-turn bay. The recommended length of the eastbound right-turn lane is 185 feet, based on the deceleration length required per 2017 FDOT Standards for a design speed of 45 mph.

CRASH DATA SUMMARY

Five years of historic crash data (2013 – 2017) was obtained from the Signal Four Analytics program for SW 20th Street from ¼ mile west of SW 54th Court to ½ mile east of SW 54th Court.

There were seven crashes reported along this segment of SW 20th Street between the years of 2013 and 2017; one of the seven crashes resulted in an injury. The most common crash type was rear end crashes (three crashes), followed by off-road crashes (two crashes). Four of the seven crashes occurred under dark conditions and two involved alcohol. A summary of the crash type by year is provided in **Table 11**.

Table 11: Crash Summary, 2013 – 2017

	2013	2014	2015	2016	2017	5-Year Total
Crash Severity						
Injury				1		**1**
Property Damage Only	2	1		2	1	**6**
Crash Type						
Rear-End	2			1		**3**
Off-Road				2		**2**
Sideswipe		1				**1**
Bicycle					1	**1**
Lighting Conditions						
Dark - Lighted	2			1	1	**4**
Daylight		1		2		**3**
Alcohol Involvement						
Yes				2		**2**
No	2	1		1	1	**5**
TOTALS	**2**	**1**	**0**	**3**	**1**	**7**

TRANSPORTATION MITIGATION AND PROPORTIONATE SHARE

Per Chapter 163.3180 of the Florida Statutes, an acceptable method for a land owner to mitigate their transportation impacts is to pay a proportionate share cost towards subject improvements. Per the Florida Statutes, proportionate share contributions are not required for improvements identified to correct transportation deficiencies that occur prior to addition of project traffic. Therefore, any transportation improvements identified to be needed in the background conditions analysis are assumed to be in place for the purposes of the proportionate share calculation.

Several transportation improvements were identified as being required within the study area to provide acceptable traffic operations with future background traffic conditions (before addition of project traffic), and are therefore not subject to proportionate share mitigation. The improvements are summarized in **Table 7** and illustrated in **Figure 4**.

The following geometric improvement was identified as being required within the study area to provide acceptable traffic operations at project buildout, in addition to those improvements identified in the future background traffic scenario (and are therefore subject to proportionate share mitigation):

- Construction of exclusive northbound right-turn lane on SW 38th Avenue at SW 20th Street

Per Florida Statutes, the proportionate-share percentage for off-site transportation improvements is calculated based upon the number of trips from the proposed development expected to utilize the proposed improvement, divided by the change in the peak hour maximum service volume resulting from construction of an improvement necessary to maintain or achieve the adopted level of service.

The project impact for the identified intersection geometric improvement was calculated as the total project traffic utilizing the intersection divided by the total increase in capacity of the intersection created by the identified improvements.

The total increase in lane group capacity for an exclusive northbound right-turn lane at the intersection of SW 20th Street and SW 38th Avenue is 167 vehicles per hour compared to 183 project trips per hour utilizing all movements at the intersection. The project trips represent more than 100 percent of the capacity increase resulting from the recommended improvement, but the proportionate share percentage is limited to 100 percent of the improvement cost. Therefore, the project's proportionate share percentage for the improvement is 100 percent.

The proportionate share calculations are included in the **Appendix**.

The developer intends to mitigate for the identified transportation deficiency through dedication of SW 44th Avenue right-of-way fronting the Wintergreen PD. The construction of SW 44th Avenue, from SW 20th Street to SR 200 is anticipated to reduce traffic volumes on SW 38th Avenue and the northbound right-turn movement of the intersection at SW 38th Avenue with SW 20th Street.

CONCLUSION

This TIA has been performed to support a concurrency development agreement and traffic capacity reservation for the Country Green PD. The traffic analysis provided is consistent with the approved methodology document.

The traffic analysis was performed considering a buildout timeframe of 20 years (2037) for the proposed development program. The operating conditions within the study area were evaluated for future background (before addition of project traffic) conditions and buildout traffic conditions. Transportation improvements were identified within the study area to be needed under future background traffic conditions. These improvements are needed prior to the addition to project traffic, and therefore no proportionate share contribution is required by the development per Florida State Statutes.

The following geometric improvement was identified to be needed at project buildout, in addition to those identified under future background traffic conditions:

- Construction of an exclusive northbound right-turn lane at the intersection of SW 20th Street and SW 38th Avenue

Consistent with Florida Statute, the project's proportionate share percentage was calculated for the off-site transportation improvement identified to be needed due to the addition of project traffic. The calculated proportionate share for the intersection improvement at SW 20th Street and SW 38th Avenue is 100%.

The developer intends to mitigate for off-site transportation impacts through dedication of right-of-way along SW 44th Avenue fronting the Wintergreen PD. The proposed SW 44th Avenue from SW 20th street to SR 200 will provide additional transportation capacity for this area of the City of Ocala.

In addition to proportionate share contribution towards off-site improvements, transportation improvements are needed to accommodate project traffic at the site access locations on SW 20th Street. Site access improvements are the responsibility of the developer. The following site access improvements are recommended at the projects driveway connections to SW 20th Street.

- Construction of a 260-foot westbound left-turn lane on SW 20th Street at SW 54th Court
- Signalization of the intersection of SW 20th Street at SW 54th Court, when warranted
- Construction of a 185-foot eastbound right-turn lane on SW 20th Street at the right-in/right-out driveway

The traffic analysis and results provided herein support the transportation concurrency reservation request for the Country Green PD project.

APPENDICES

Appendix A: Conceptual Site Development Plan

GRAPHIC SCALE

100 0 50 100 200 400

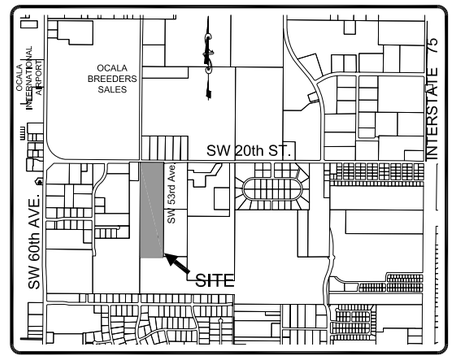
(IN FEET)
1 inch = 100 ft.

PD PLAN for COUNTRY GREEN

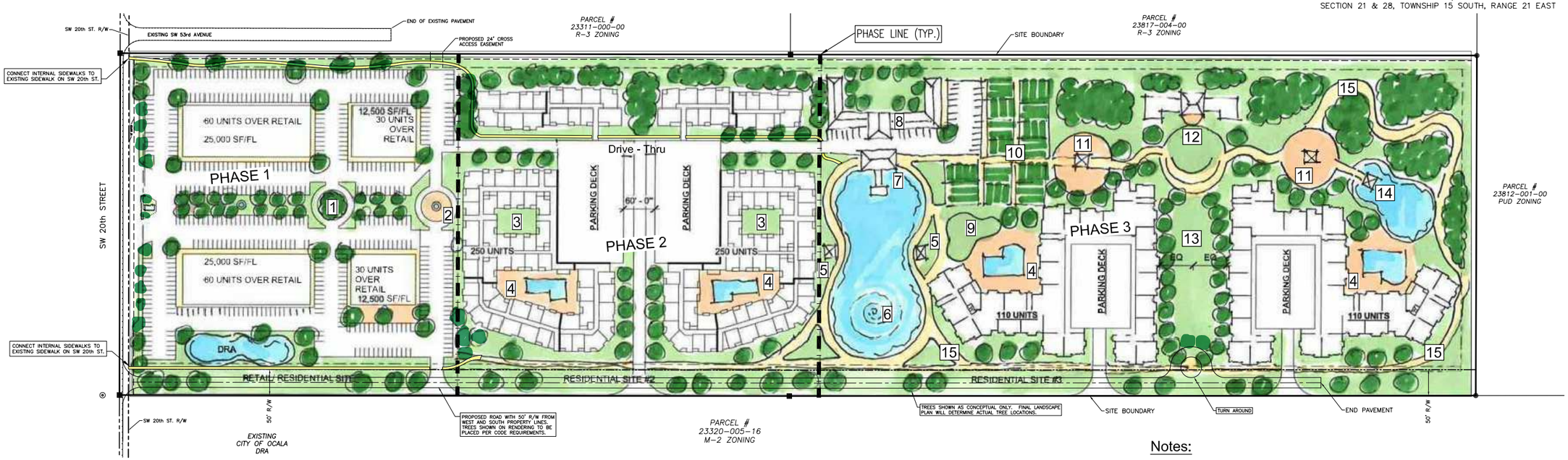
OCALA, FLORIDA

PARCEL 23320-005-03

AMENITIES LEGEND			
1	ROUNDABOUT w/ TREE	8	LEASEABLE WORKSHOPS
2	ROUNDABOUT w/ FOUNTAIN	9	CHIPPING / PUTTING GREEN
3	COURTYARD	10	LEASEABLE GARDEN SPACE
4	POOL w/ DECK	11	OPEN AIR PAVILION
5	GRILLING AREA	12	LEASEABLE AMPHITHEATER
6	POND WATER FEATURE	13	LEASEABLE EVENT LAWN
7	OPEN AIR PAVILION w/ DOCK	14	POND w/ DOCK
		15	PEDESTRIAN / BIKE TRAILS



LOCATION MAP
SCALE: 1" = 2000'
MARION COUNTY, FLORIDA
SECTION 21 & 28, TOWNSHIP 15 SOUTH, RANGE 21 EAST



Parking Calculations:

RESIDENTIAL OVER RETAIL (PHASE 1 ONLY):

RETAIL: 1 PARKING SPACE FOR EACH 250 SQUARE FEET OF FLOOR AREA

COMMERCIAL BUILDINGS 75,000 SF 75,000/250 = 300 SPACES
COMMERCIAL PARKING PROVIDED – 300 SPACES

RESIDENTIAL OVER RETAIL #1 – (2) 4 STORY BLDGS @ 60 UNITS PER BLDG. = 120 UNITS
(2) 4 STORY BLDGS @ 30 UNITS PER BLDG. = 60 UNITS

RESIDENTIAL PARKING REQUIRED/PROVIDED 180 UNITS X 1.5 = 270 SPACES

REQUIRED HANDICAPPED PARKING – 1 SPACE FOR EVERY 25 SPACES – 570/25 = 23 SPACES

RESIDENTIAL
MULTI–FAMILY DWELLING (PHASES 2 & 3):

1.5 PARKING SPACES PER UNIT (TOTAL 720 UNITS)

PHASE 2:
(2) 4 STORY BUILDINGS (250 UNITS EA.) = 500 UNITS = 1.5 X 500 = 750 SPACES

PHASE 3:
(2) 4 STORY BUILDINGS (110 UNITS EA.) = 220 UNITS = 1.5 X 220 = 330 SPACES

SPACES REQUIRED: 1,080

SPACES PROVIDED: (4) 4 STORY PARKING DECKS @ 455 SPACES EA. = 1820 SPACES

1820/1080 = 1.69 SPACES PER UNIT

REQUIRED HANDICAPPED PARKING – 2% OF TOTAL – .02 X 1,820 = 36

NOTE: RESIDENTIAL OVER RETAIL MAY REQUIRE DECK PARKING TO MEET PARKING REQUIREMENTS.

Traffic Impact Statement:

TRAFFIC GENERATION RATES ARE BASED ON THE ITE TRIP GENERATION, 7th EDITION.

RESIDENTIAL:

ITE LAND USE CODE = 223, MID–RISE RESIDENTIAL CONDOMINIUM/TOWNHOUSE.

DWELLING UNITS = 900

A.M. PEAK HOUR OF GENERATOR
TRIP GENERATION A.M. = 0.30 (AVERAGE RATE) X 900 = 270 TRIPS
TRIP DISTRIBUTION = 31% ENTERING = 270 X 0.31 = 84 TRIPS
69% EXITING = 270 X 0.69 = 186 TRIPS

P.M. PEAK HOUR OF GENERATOR
TRIP GENERATION P.M. = 0.39 (AVERAGE RATE) X 900 = 351 TRIPS
TRIP DISTRIBUTION = 58% ENTERING = 351 X 0.58 = 204 TRIPS
42% EXITING = 351 X 0.42 = 147 TRIPS

COMMERCIAL:

SPECIALTY RETAIL (826): 2.71 PER 1000 SF 2.71 X 75 = 203

PEAK HOUR CALCULATION (WEEKDAY PM PEAK):

TRIP DISTRIBUTION = 44% ENTERING = 0.44 X 203 = 89 TRIPS
56% EXITING = 0.56 X 203 = 114 TRIPS

Open Space - PD:

122–942 (a)(4) OPEN SPACE. OPEN SPACE REQUIREMENTS FOR A PD ARE AS FOLLOWS:

a. OPEN SPACE SHALL INCLUDE ACTIVE AND PASSIVE RECREATION AREAS SUCH AS COURTYARDS, STREETSCAPES/SIDEWALKS, PLAYGROUNDS, GOLF COURSES, WATERWAYS, LANDSCAPED YARDS AND PATIOS, LAGOONS, FLOODPLAINS, NATURE TRAILS, ROOF AREAS, AND OTHER SIMILAR OPEN SPACES. WATER RETENTION AREAS THAT ARE DESIGNED AS AESTHETIC LAKES OR PONDS FOR PASSIVE OR ACTIVE RECREATIONAL USE MAY ALSO BE COUNTED AS OPEN SPACE, AS LONG AS THESE AREAS ARE DESIGNED TO RETAIN A MINIMUM OF THREE FEET OF WATER AT ALL TIMES.

b. FENCED WATER RETENTION AREAS, OPEN WATER AREAS BEYOND THE PERIMETER OF THE SITE, PAVED PORTIONS OF STREET RIGHT–OF–WAY, DRIVEWAYS, OFF–STREET PARKING AREAS AND OFF–STREET LOADING AREAS SHALL NOT BE COUNTED IN DETERMINING OPEN SPACE. SIDE YARDS LESS THAN SIX FEET WIDE SHALL NOT BE COUNTED AS OPEN SPACE.

c. OPEN SPACE SHALL BE CLUSTERED INTO LARGER TRACTS/AREAS. BUILDINGS AND STRUCTURES SHOULD BE CLUSTERED SO THAT THE OPEN SPACE IS USABLE TO THE OCCUPANTS/RESIDENTS RATHER THAN MERELY PROVIDING MINIMAL SETBACKS OR SPACING BETWEEN BUILDINGS OR STRUCTURES. ZERO LOT LINE AND CLUSTERED DESIGN IS ENCOURAGED. FRONT, SIDE AND REAR YARDS IN SINGLE–FAMILY RESIDENTIAL AREAS SHALL NOT BE COUNTED AS AGGREGATE OPEN SPACE.

d. THERE SHALL BE A MINIMUM OPEN SPACE REQUIREMENT OF 25 PERCENT OF THE TOTAL GROSS ACREAGE FOR ALL DEVELOPMENT IN ANY PD PROJECT. AT LEAST TEN PERCENT OF THE TOTAL REQUIRED OPEN SPACE SHALL BE IN USABLE AGGREGATE FORM. AGGREGATE OPEN SPACE IS DEFINED AS COMMON OPEN SPACE AREAS THAT IS DESIGNED AND INTENDED FOR USE BY THE OCCUPANTS/RESIDENTS OF A PD.

e. TREES SHOWN AS CONCEPTUAL ONLY. FINAL LANDSCAPE PLAN WILL DETERMINE ACTUAL TREE LOCATIONS.

Notes:

1. LAND USE DESIGNATION = MEDIUM INTENSITY/SPECIAL DISTRICT
ALLOWABLE DENSITY = 30 UNITS/ACRE
PROPOSED DENSITY = 900/31.70 = 28.39 UNITS/ACRE

2. SITE AREA = 39.63 ACRES
RESIDENTIAL OVER RETAIL = 9.60 ACRES
RESIDENTIAL = 30.03 ACRES

(2) – 4 STORY BUILDINGS @ 60 UNITS PER BLDG. = 120 UNITS
(2) – 4 STORY BUILDINGS @ 30 UNITS PER BLDG. = 60 UNITS

(2) – 4 STORY BUILDINGS @ 250 UNITS PER BLDG. = 500 UNITS
(2) – 4 STORY BUILDINGS @ 110 UNITS PER BLDG. = 220 UNITS

900 UNITS

3. A PD DEVELOPER'S AGREEMENT PURSUANT TO SECTION 122.944(d) SHALL BE PROVIDED AT FINAL PLAN SUBMITTAL.

4. A TITLE OPINION SHALL BE REQUIRED BY THE TIME THE FINAL DEVELOPMENT PLAN AND THE FINAL DEVELOPER'S AGREEMENT ARE SUBMITTED.

5. LOADING AREAS AND DUMPSTER PADS TO BE SCREENED PER CITY CODE.

6. ALL UTILITIES SHALL BE UNDERGROUND (122–942).

7. ACCESS SHALL BE PROVIDED TO ALL USERS (122–942).

8. IF SEPARATE TRACTS ARE SOLD, TRACTS MUST MEET PLATTING REQUIREMENTS OF CHAPTER 114 (122–942).

9. A UNIFIED SIGNAGE PLAN MUST BE ADDRESSED WITH SUBMITTAL OF THE FIRST FINAL PD PLAN.

10. AN ARBORIST OR EQUIVALENT HORTICULTURAL PROFESSIONAL SHALL EVALUATE THE TREES ONSITE, PROVIDE NECESSARY TREE PRESERVATION REQUIREMENTS TO BE PROVIDED AND IS INVOLVED IN THE SITE CLEARING PROCESS TO ASSURE THE HEALTHY SURVIVAL OF ALL TREES SHOWN ON THE SITE TO BE SAVED.

11. A LANDSCAPE ARCHITECT OR EQUIVALENT HORTICULTURAL PROFESSIONAL SHALL DESIGN THE LANDSCAPE PLAN AND MANAGE THE ONSITE TREE PLANTING.

12. A LEGALLY CONSTITUTED MAINTENANCE AGREEMENT SHALL BE PROVIDED AT FINAL PLAN PURSUANT TO 122–944(C).

13. PROJECT SHALL BE UNDER UNIFIED CONTROL OF COUNTRY GREEN, LLP.

14. AMENITIES TO INCLUDE:

- GRILL AREAS
- PAVILIONS
- GARDENS AND PARKS
- GARDENS FOR LEASE
- WORKSHOPS AND STUDIOS FOR LEASE
- FITNESS ROOMS
- CLUBROOMS
- COFFEE BARS
- WALKING TRAILS
- EVENT LAWNS
- SWIMMING POOLS
- COVERED GARAGES

Revisions: | By: | Date:

Scale: 1" = 100' | Designed: MWR
Project: 2015-56 | Drawn: JWS
Date: 5-23-16 | Checked: MWR
File: CG PD Concept.dwg

MICHAEL W. RADCLIFFE ENGINEERING, INC.
2611 S.E. Lake Weir Avenue Ocala, FL 34471 (352) 629-2500 FAX (352) 629-1005
Certificate No. EB-0009198 Michael W. Radcliffe P.E. #31170 Christopher A. Dale P.E. #66588

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Project Name: PD PLAN for COUNTRY GREEN

Sheet No. 1 of 2

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Appendix B: Approved Traffic Analysis Methodology Correspondence

METHODOLOGY ACCEPTANCE

Project: Country Green PD

Project #: TIA18-0001

Applicant: Kimley-Horn and Associates Inc 438-3000
E-Mail: Amber.Gartner@kimley-horn.com

Meeting date:

Approved:

City Planning	x	County Traffic	
TPO	x	County Planning	x
City Traffic	x		
Other			

On February 9, 2018, the methodology for assessing the impact of subject project was approved by City staff subject to the following conditions:

1. Multimodal connectivity is encouraged
2. Trip generation statement on PD Plan sheet 1 of 2 needs to be updated to match traffic study.
3. Perform left and right turn lane analyses at the SW 20th Street connection.
4. Include Background Traffic in the existing conditions table

Approved: Noel C Cooper

Noel Cooper, PE, Transportation Engineer
City Engineer's Office Department

Kimley»Horn

January 16, 2018

Ms. Karen Cupp
Development Coordinator
City of Ocala Growth Management
201 SE 3rd Street, 2nd Floor
Ocala, FL 34471

RE: ***Traffic Study Methodology for Country Green PD;***
Kimley-Horn Project No. 142742000

Dear Ms. Cupp:

This methodology document has been prepared for the forthcoming traffic study associated with the previously-approved Country Green Planned Development (PD). The PD is generally located west of SW 44th Avenue, south of SW 20th Street in southwest Ocala, Florida. Tables and figures are attached which detail the project's trip generation potential, trip distribution, and proposed study area. Following is a discussion related to the preliminary analyses and proposed methodology for the traffic study. This revised methodology document is based on comments previously received from the City of Ocala, Marion County, and the Ocala/Marion County TPO.

Project Background

The project site is adjacent to the Ocala West Planned Unit Development (PUD) in Ocala, Florida. The proposed Country Green PD (parcel 23320-005-03) is generally located on the west side of the Ocala West PUD and is ±39.63 acres. The proposed Country Green PD will encompass 900 multifamily housing dwelling units (apartments) and 75,000 square feet of shopping center land use. A copy of the conceptual site development plan is provided as an attachment.

The owner of the Country Green PD also owns the Wintergreen PD, which is located on the eastern boundary of the Ocala West PUD. Both projects will be going through the traffic study and concurrency reservation process concurrently. However, for the purpose of the traffic impact studies, traffic from Wintergreen PD will not be included within the Country Green PD analysis.

Analysis Years / Phasing

The traffic analysis will identify transportation impacts and improvement needs that will be required within the timeframe expected for project buildout. A 20-year buildout timeframe for the proposed County Green PD will be utilized for the traffic study (year 2037).

Project Trip Generation

The Institute of Transportation Engineers' (ITE) *Trip Generation Manual, 10th Edition* will be used to calculate trip generation potential for the proposed land uses within the project for the daily, AM peak hour, and PM peak hour conditions. Land use codes (LUCs) 221 (Multifamily Housing (Mid-Rise)) and 820 (Shopping Center) will be utilized. Internal capture and pass-by calculations will be calculated in accordance with the methods and rates established in the ITE *Trip Generation Handbook, 3rd Edition*. Pass-by trips will be included in the driveway volumes for evaluation of the site access locations.

The individual external trip generation of each development was calculated and summed to determine the net new traffic impact on the surrounding roadway network. Based on the development program provided, the project is anticipated to generate 6,792 net new daily trips, 413 net new AM peak hour trips, and 522 net new PM peak hour trips. Trip generation calculations are provided in the attached **Table 1**. The internal capture worksheets are also attached.

Project Trip Distribution

The project trip distribution will be developed based on Version 6.0 of the Central Florida Regional Planning Model (CFRPM), which is based on the Florida Standard Urban Transportation Model Structure (FSUTMS). The model output will be further refined based on engineering judgement and knowledge of local travel patterns and land uses. For the purpose of this study, it is assumed that SW 44th Avenue is not constructed between SW 20th Street and SR 200. The model output distribution was adjusted to reflect the transportation network without SW 44th Avenue. Adjustments were made to reflect local traffic assignment to the adjacent roadway network, as depicted in the attached CFRPM model plot with hand adjustments.

Study Area

Functionally classified roadway segments in the project's vicinity were reviewed to determine the project's potential traffic impact. The project impact on the surrounding roadway network has been calculated as the average PM peak hour trip assignment on that roadway segment divided by the segment's peak hour peak direction service volume. A 3% threshold was used to define a preliminary study area. Per the City of Ocala Traffic Impact Analysis Guidelines, the study area includes all significantly impacted roadways plus one segment beyond the last segment that meets the 3% impact threshold, unless the project has a de minimis impact on the roadway segment. **Table 2** details the project significant impact calculations and proposed study roadway segments.

The traffic study is proposed to include PM peak hour (4-6 PM) intersection level of service analyses at the following intersections of functionally classified roadways located within the project study area.

- SW 20th Street & SW 60th Avenue
- SW 20th Street & SW 44th Avenue
- SW 20th Street & SW 38th Avenue
- SW 20th Street & SW 31st Avenue
- SW 20th Street & SW 27th Avenue
- SW 38th Street & SW 60th Avenue
- SW 38th Street/40th Street & SW 38th Court
- SW 38th Street/40th Street & SR 200

An AM peak hour (7AM-9AM) intersection level of service analysis will also be performed at the following intersections, based on input from City of Ocala Transportation staff:

- SW 20th Street & SW 44th Avenue
- SW 20th Street & SW 38th Avenue

Figure 1 illustrates the site location, trip distribution, and study area segments and intersections proposed to be included in the analysis.

Site Access

Access to the Country Green PD is proposed via a connection on the north side of the parcel to SW 20th Street as well as three access points along a proposed north-south roadway along the west side of the parcel, intersecting with SW 20th Street directly across from SW 54th Court.

The access locations are illustrated on the attached conceptual site development plan. The traffic analysis will include evaluation of the site access locations for the appropriate control and geometry needed at project buildout.

Committed Transportation Improvements

SW 49th Avenue, from SW 42nd Street to CR 484 has been considered as a four-lane divided collector roadway for the project impact calculations. The construction of this roadway is funded through transportation impact fees and recent sales tax referendum.

The extension of SW 44th Avenue from SW 20th Street to SR 200 will not be assumed in this analysis.

Crash Data Review

Historic crash data as provided by Marion County will be reviewed and summarized for roadway segments that have direct driveway access.

Future Volume Development

Turning movement counts will be collected at the study area intersections during the PM peak period (4PM-6PM) and AM peak period (7AM-9AM), as specified previously. The observed turning movement volumes will be adjusted to peak season using peak season adjustment factors published by FDOT for the existing conditions analysis. Approach and departure volumes recorded at the intersections will be utilized to determine existing PM peak hour peak season traffic volumes on the study area roadway segments.

Future background traffic volumes will be calculated using existing peak season traffic volumes, an annual background growth rate applied over the 20-year buildout timeframe, and committed traffic volumes from the following developments:

- Heathbrook remaining unbuilt
- Trinity Lane/Red Oak PUD
- Grand Oaks Town Center remaining
- Broadmoor Oaks
- Paddock Ridge East
- Paddock Ridge West
- On Top of the World
- Winding Oaks PD

The number of vested trips and existing built percentages for each vested development are to be provided by the City of Ocala.

Historic AADT data and CFRPM model data within the study area were utilized to determine an appropriate areawide growth rate to utilize for the analysis. Within the next ten years, traffic growth within the study area will be primarily due to development within the committed projects listed above. Based on input from City of Ocala and Marion County Transportation staff, a historical growth rate of 1.50 percent will be used for the 20-year analysis project timeframe in addition to the committed traffic.

Future Conditions Analysis

The traffic analysis will identify transportation impacts and improvement needs for roadways and intersections within the study area upon project buildout, within a 20-year timeframe (2037).

The Synchro 9 software package will be utilized to evaluate the intersection operations during the AM peak hour and PM peak hour under existing, future background (non-project traffic), and buildout traffic conditions. PM peak hour roadway segment volumes under existing, future background, and buildout traffic conditions will be compared to the adopted and/or committed service volume.

The traffic study will provide a summary of the analysis results and necessary improvements to achieve an acceptable level of service within the study area. The traffic study will identify proportionate share calculations to mitigate transportation improvements shown to be needed due to the addition of project traffic.

Please feel free to contact me with any questions you may have during your review of the attached materials. We look forward to completing this project.

Sincerely,
KIMLEY-HORN

Amber L. Gartner, PE

Attachments: Country Green PD Conceptual Site Development Plan
Table 1 – Trip Generation
Internal Capture Worksheets
Figure 1 – Site Location, Trip Distribution, and Study Area
Table 2 – Project Significance Calculations
FSUTMS Select Zone Plot (hand adjusted)

Cc: Don Carll
Mike Radcliffe

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GRAPHIC SCALE

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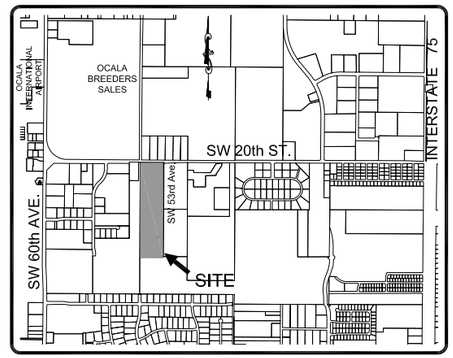
(IN FEET)
1 inch = 100 ft.

PD PLAN for COUNTRY GREEN

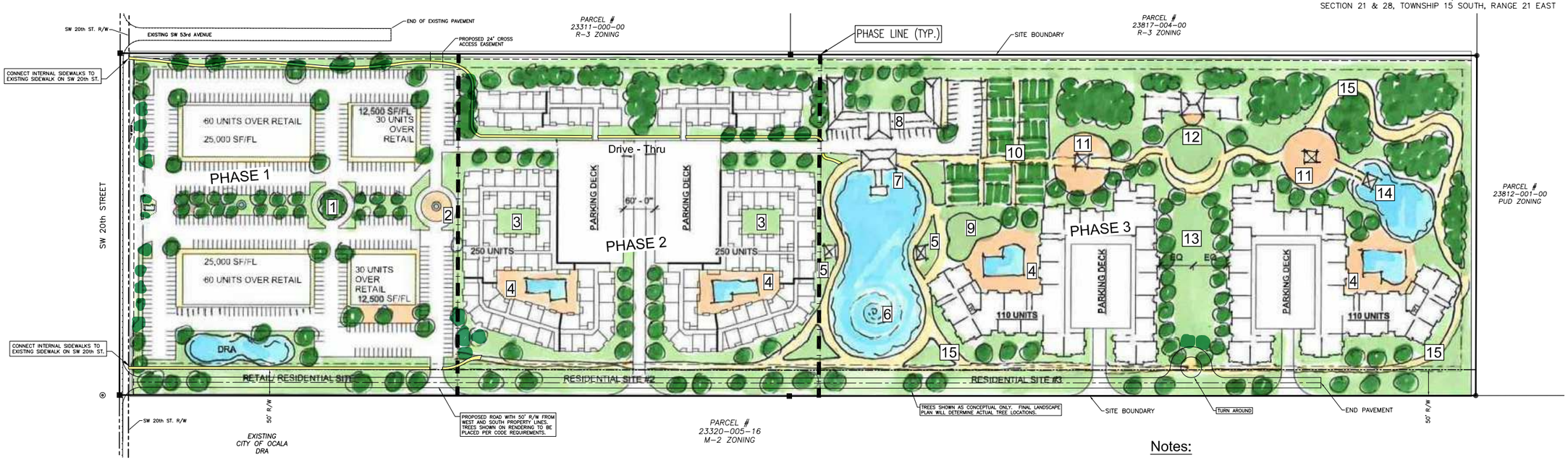
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AMENITIES LEGEND			
1	ROUNDABOUT w/ TREE	8	LEASEABLE WORKSHOPS
2	ROUNDABOUT w/ FOUNTAIN	9	CHIPPING / PUTTING GREEN
3	COURTYARD	10	LEASEABLE GARDEN SPACE
4	POOL w/ DECK	11	OPEN AIR PAVILION
5	GRILLING AREA	12	LEASEABLE AMPHITHEATER
6	POND WATER FEATURE	13	LEASEABLE EVENT LAWN
7	OPEN AIR PAVILION w/ DOCK	14	POND w/ DOCK
		15	PEDESTRIAN / BIKE TRAILS



LOCATION MAP
SCALE: 1" = 2000'
MARION COUNTY, FLORIDA
SECTION 21 & 28, TOWNSHIP 15 SOUTH, RANGE 21 EAST



Parking Calculations:

RESIDENTIAL OVER RETAIL (PHASE 1 ONLY):

RETAIL: 1 PARKING SPACE FOR EACH 250 SQUARE FEET OF FLOOR AREA

COMMERCIAL BUILDINGS 75,000 SF 75,000/250 = 300 SPACES
COMMERCIAL PARKING PROVIDED – 300 SPACES

RESIDENTIAL OVER RETAIL #1 – (2) 4 STORY BLDGS @ 60 UNITS PER BLDG. = 120 UNITS
(2) 4 STORY BLDGS @ 30 UNITS PER BLDG. = 60 UNITS

RESIDENTIAL PARKING REQUIRED/PROVIDED 180 UNITS X 1.5 = 270 SPACES

REQUIRED HANDICAPPED PARKING – 1 SPACE FOR EVERY 25 SPACES – 570/25 = 23 SPACES

RESIDENTIAL
MULTI–FAMILY DWELLING (PHASES 2 & 3):

1.5 PARKING SPACES PER UNIT (TOTAL 720 UNITS)

PHASE 2:
(2) 4 STORY BUILDINGS (250 UNITS EA.) = 500 UNITS = 1.5 X 500 = 750 SPACES

PHASE 3:
(2) 4 STORY BUILDINGS (110 UNITS EA.) = 220 UNITS = 1.5 X 220 = 330 SPACES

SPACES REQUIRED: 1,080

SPACES PROVIDED: (4) 4 STORY PARKING DECKS @ 455 SPACES EA. = 1820 SPACES

1820/1080 = 1.69 SPACES PER UNIT

REQUIRED HANDICAPPED PARKING – 2% OF TOTAL – .02 X 1,820 = 36

NOTE: RESIDENTIAL OVER RETAIL MAY REQUIRE DECK PARKING TO MEET PARKING REQUIREMENTS.

Traffic Impact Statement:

TRAFFIC GENERATION RATES ARE BASED ON THE ITE TRIP GENERATION, 7th EDITION.

RESIDENTIAL:

ITE LAND USE CODE = 223, MID–RISE RESIDENTIAL CONDOMINIUM/TOWNHOUSE.

DWELLING UNITS = 900

A.M. PEAK HOUR OF GENERATOR
TRIP GENERATION A.M. = 0.30 (AVERAGE RATE) X 900 = 270 TRIPS
TRIP DISTRIBUTION = 31% ENTERING = 270 X 0.31 = 84 TRIPS
69% EXITING = 270 X 0.69 = 186 TRIPS

P.M. PEAK HOUR OF GENERATOR
TRIP GENERATION P.M. = 0.39 (AVERAGE RATE) X 900 = 351 TRIPS
TRIP DISTRIBUTION = 58% ENTERING = 351 X 0.58 = 204 TRIPS
42% EXITING = 351 X 0.42 = 147 TRIPS

COMMERCIAL:

SPECIALTY RETAIL (826): 2.71 PER 1000 SF 2.71 X 75 = 203

PEAK HOUR CALCULATION (WEEKDAY PM PEAK):

TRIP DISTRIBUTION = 44% ENTERING = 0.44 X 203 = 89 TRIPS
56% EXITING = 0.56 X 203 = 114 TRIPS

Open Space - PD:

122–942 (a)(4) OPEN SPACE. OPEN SPACE REQUIREMENTS FOR A PD ARE AS FOLLOWS:

a. OPEN SPACE SHALL INCLUDE ACTIVE AND PASSIVE RECREATION AREAS SUCH AS COURTYARDS, STREETSCAPES/SIDEWALKS, PLAYGROUNDS, GOLF COURSES, WATERWAYS, LANDSCAPED YARDS AND PATIOS, LAGOONS, FLOODPLAINS, NATURE TRAILS, ROOF AREAS, AND OTHER SIMILAR OPEN SPACES. WATER RETENTION AREAS THAT ARE DESIGNED AS AESTHETIC LAKES OR PONDS FOR PASSIVE OR ACTIVE RECREATIONAL USE MAY ALSO BE COUNTED AS OPEN SPACE, AS LONG AS THESE AREAS ARE DESIGNED TO RETAIN A MINIMUM OF THREE FEET OF WATER AT ALL TIMES.

b. FENCED WATER RETENTION AREAS, OPEN WATER AREAS BEYOND THE PERIMETER OF THE SITE, PAVED PORTIONS OF STREET RIGHT–OF–WAY, DRIVEWAYS, OFF–STREET PARKING AREAS AND OFF–STREET LOADING AREAS SHALL NOT BE COUNTED IN DETERMINING OPEN SPACE. SIDE YARDS LESS THAN SIX FEET WIDE SHALL NOT BE COUNTED AS OPEN SPACE.

c. OPEN SPACE SHALL BE CLUSTERED INTO LARGER TRACTS/AREAS. BUILDINGS AND STRUCTURES SHOULD BE CLUSTERED SO THAT THE OPEN SPACE IS USABLE TO THE OCCUPANTS/RESIDENTS RATHER THAN MERELY PROVIDING MINIMAL SETBACKS OR SPACING BETWEEN BUILDINGS OR STRUCTURES. ZERO LOT LINE AND CLUSTERED DESIGN IS ENCOURAGED. FRONT, SIDE AND REAR YARDS IN SINGLE–FAMILY RESIDENTIAL AREAS SHALL NOT BE COUNTED AS AGGREGATE OPEN SPACE.

d. THERE SHALL BE A MINIMUM OPEN SPACE REQUIREMENT OF 25 PERCENT OF THE TOTAL GROSS ACREAGE FOR ALL DEVELOPMENT IN ANY PD PROJECT. AT LEAST TEN PERCENT OF THE TOTAL REQUIRED OPEN SPACE SHALL BE IN USABLE AGGREGATE FORM. AGGREGATE OPEN SPACE IS DEFINED AS COMMON OPEN SPACE AREAS THAT IS DESIGNED AND INTENDED FOR USE BY THE OCCUPANTS/RESIDENTS OF A PD.

e. TREES SHOWN AS CONCEPTUAL ONLY. FINAL LANDSCAPE PLAN WILL DETERMINE ACTUAL TREE LOCATIONS.

Notes:

1. LAND USE DESIGNATION = MEDIUM INTENSITY/SPECIAL DISTRICT
ALLOWABLE DENSITY = 30 UNITS/ACRE
PROPOSED DENSITY = 900/31.70 = 28.39 UNITS/ACRE

2. SITE AREA = 39.63 ACRES
RESIDENTIAL OVER RETAIL = 9.60 ACRES
RESIDENTIAL = 30.03 ACRES

(2) – 4 STORY BUILDINGS @ 60 UNITS PER BLDG. = 120 UNITS
(2) – 4 STORY BUILDINGS @ 30 UNITS PER BLDG. = 60 UNITS

(2) – 4 STORY BUILDINGS @ 250 UNITS PER BLDG. = 500 UNITS
(2) – 4 STORY BUILDINGS @ 110 UNITS PER BLDG. = 220 UNITS

900 UNITS

3. A PD DEVELOPER'S AGREEMENT PURSUANT TO SECTION 122.944(d) SHALL BE PROVIDED AT FINAL PLAN SUBMITTAL.

4. A TITLE OPINION SHALL BE REQUIRED BY THE TIME THE FINAL DEVELOPMENT PLAN AND THE FINAL DEVELOPER'S AGREEMENT ARE SUBMITTED.

5. LOADING AREAS AND DUMPSTER PADS TO BE SCREENED PER CITY CODE.

6. ALL UTILITIES SHALL BE UNDERGROUND (122–942).

7. ACCESS SHALL BE PROVIDED TO ALL USERS (122–942).

8. IF SEPARATE TRACTS ARE SOLD, TRACTS MUST MEET PLATTING REQUIREMENTS OF CHAPTER 114 (122–942).

9. A UNIFIED SIGNAGE PLAN MUST BE ADDRESSED WITH SUBMITTAL OF THE FIRST FINAL PD PLAN.

10. AN ARBORIST OR EQUIVALENT HORTICULTURAL PROFESSIONAL SHALL EVALUATE THE TREES ONSITE, PROVIDE NECESSARY TREE PRESERVATION REQUIREMENTS TO BE PROVIDED AND IS INVOLVED IN THE SITE CLEARING PROCESS TO ASSURE THE HEALTHY SURVIVAL OF ALL TREES SHOWN ON THE SITE TO BE SAVED.

11. A LANDSCAPE ARCHITECT OR EQUIVALENT HORTICULTURAL PROFESSIONAL SHALL DESIGN THE LANDSCAPE PLAN AND MANAGE THE ONSITE TREE PLANTING.

12. A LEGALLY CONSTITUTED MAINTENANCE AGREEMENT SHALL BE PROVIDED AT FINAL PLAN PURSUANT TO 122–944(C).

13. PROJECT SHALL BE UNDER UNIFIED CONTROL OF COUNTRY GREEN, LLP.

14. AMENITIES TO INCLUDE:

- GRILL AREAS
- PAVILIONS
- GARDENS AND PARKS
- GARDENS FOR LEASE
- WORKSHOPS AND STUDIOS FOR LEASE
- FITNESS ROOMS
- CLUBROOMS
- COFFEE BARS
- WALKING TRAILS
- EVENT LAWNS
- SWIMMING POOLS
- COVERED GARAGES

Revisions:
By:
Date:

Scale: 1" = 100'
Project: 2015-56
Date: 5-23-16
File: CG PD Concept.dwg

Designed: MWR
Drawn: JWS
Checked: MWR

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Project Name:
PD PLAN for COUNTRY GREEN

Sheet No.
1 of 2

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Kimley»Horn

Table 1: Trip Generation

Land Use	Intensity			Daily Trips	AM Peak Hour of Adjacent Street			PM Peak Hour of Adjacent Street		
					Total	In	Out	Total	In	Out
Proposed Development										
Multifamily Housing (Mid-Rise)	900 DU			4,903	295	77	218	365	223	142
Shopping Center	75,000 SF			4,944	189	117	72	439	211	228
	Subtotal			*9,847*	*484*	*194*	*290*	*804*	*434*	*370*
Internal Capture	Daily	AM	PM							
Residential	17%	1%	22%	828	4	2	2	80	59	21
Commercial	17%	2%	18%	828	4	2	2	80	21	59
Subtotal	*17%*	*2%*	*20%*	1,656	8	4	4	160	80	80
Pass-By Traffic [2]	Daily	AM	PM							
Shopping Center	34%	34%	34%	1,399	63	39	24	122	65	57
10% of Adjacent Street Traffic	10%			1,508	136	68	68	136	68	68
	Subtotal			1,399	63	39	24	122	65	57
Driveway Volumes				8,191	476	190	286	644	354	290
TOTAL NET NEW TRIPS				6,792	413	151	262	522	289	233

Note: *Trip Generation was calculated using the data from ITE's Trip Generation Manual, 10th Edition*

<u>Multifamily Housing (Mid-Rise) [ITE LUC 221]</u>	
Daily	T = 5.45*(X) - 1.75 (X is DU)
AM Peak Hour of Adjacent Street	Ln(T) = 0.98*Ln(X) - 0.98 (X is DU; 26% in, 74% out)
PM Peak Hour of Adjacent Street	Ln(T) = 0.96*Ln(X) - 0.63 (X is DU; 61% in, 39% out)
<u>Shopping Center [ITE LUC 820]</u>	
Daily	Ln(T) = 0.68*Ln(X) + 5.57 (X is SF/1,000)
AM Peak Hour of Adjacent Street [1]	T = 0.50*(X) + 151.78 (X is SF/1,000; 62% in, 38% out)
PM Peak Hour of Adjacent Street	Ln(T) = 0.74*Ln(X) + 2.89 (X is DU; 48% in, 52% out)

Internal Capture Reduction Calculations

Methodology for A.M. Peak Hour and P.M. Peak Hour
based on the *Trip Generation Handbook* , 3rd Edition, published by the Institute of Transportation Engineers

Methodology for Daily
based on the average of the Unconstrained Rates for the A.M. Peak Hour and P.M. Peak Hour

Country Green PD

GROSS TRIP GENERATION

INPUT

Land Use	Daily		A.M. Peak Hour		P.M. Peak Hour	
	Enter	Exit	Enter	Exit	Enter	Exit
Office						
Retail	2,472	2,472	117	72	211	228
Restaurant						
Cinema/Entertainment						
Residential	2,452	2,452	77	218	223	142
Hotel						
	4,924	4,924	194	290	434	370

INTERNAL TRIPS

OUTPUT

Land Use	Daily		A.M. Peak Hour		P.M. Peak Hour	
	Enter	Exit	Enter	Exit	Enter	Exit
Office	0	0	0	0	0	0
Retail	334	494	2	2	21	59
Restaurant	0	0	0	0	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	494	334	2	2	59	21
Hotel	0	0	0	0	0	0
	828	828	4	4	80	80

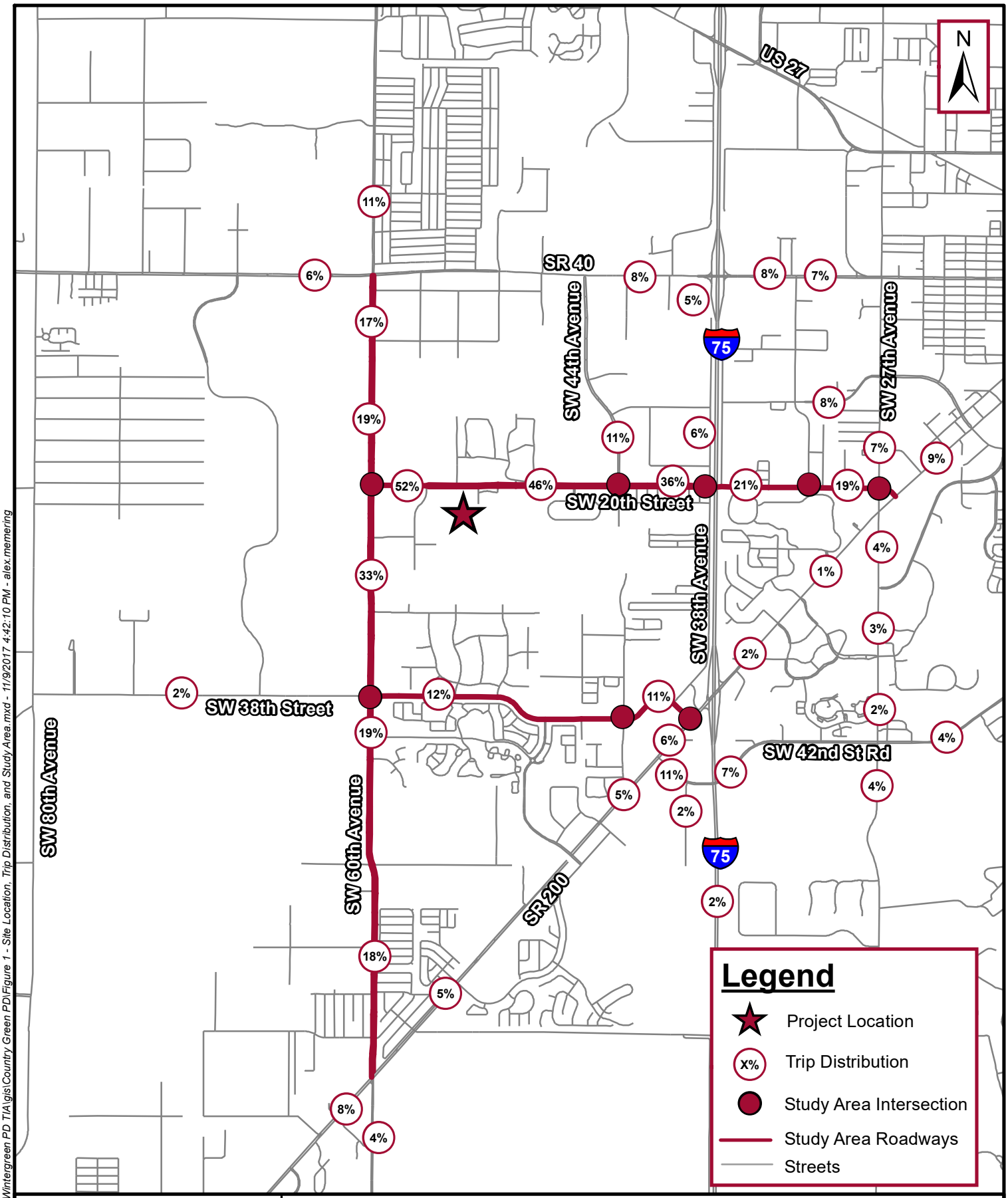
OUTPUT

Total % Reduction	*16.8%*		*1.7%*		*19.9%*	
Office						
Retail	16.7%		2.1%		18.2%	
Restaurant						
Cinema/Entertainment						
Residential	16.9%		1.4%		21.9%	
Hotel						

EXTERNAL TRIPS

OUTPUT

Land Use	Daily		A.M. Peak Hour		P.M. Peak Hour	
	Enter	Exit	Enter	Exit	Enter	Exit
Office	0	0	0	0	0	0
Retail	2,138	1,978	115	70	190	169
Restaurant	0	0	0	0	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	1,958	2,118	75	216	164	121
Hotel	0	0	0	0	0	0
	4,096	4,096	190	286	354	290



K:\OCA_Civil\142742000 - Wintergreen PD TIA\gis\Country Green PD\Figure 1 - Site Location, Trip Distribution, and Study Area.mxd - 11/9/2017 4:42:10 PM - alex.memering

Kimley»Horn

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FIGURE 1: SITE LOCATION, TRIP DISTRIBUTION, AND STUDY AREA

COUNTRY GREEN PD
OCALA, FLORIDA

Project No: 142742000	Not To Scale	November 2017	Figure 1

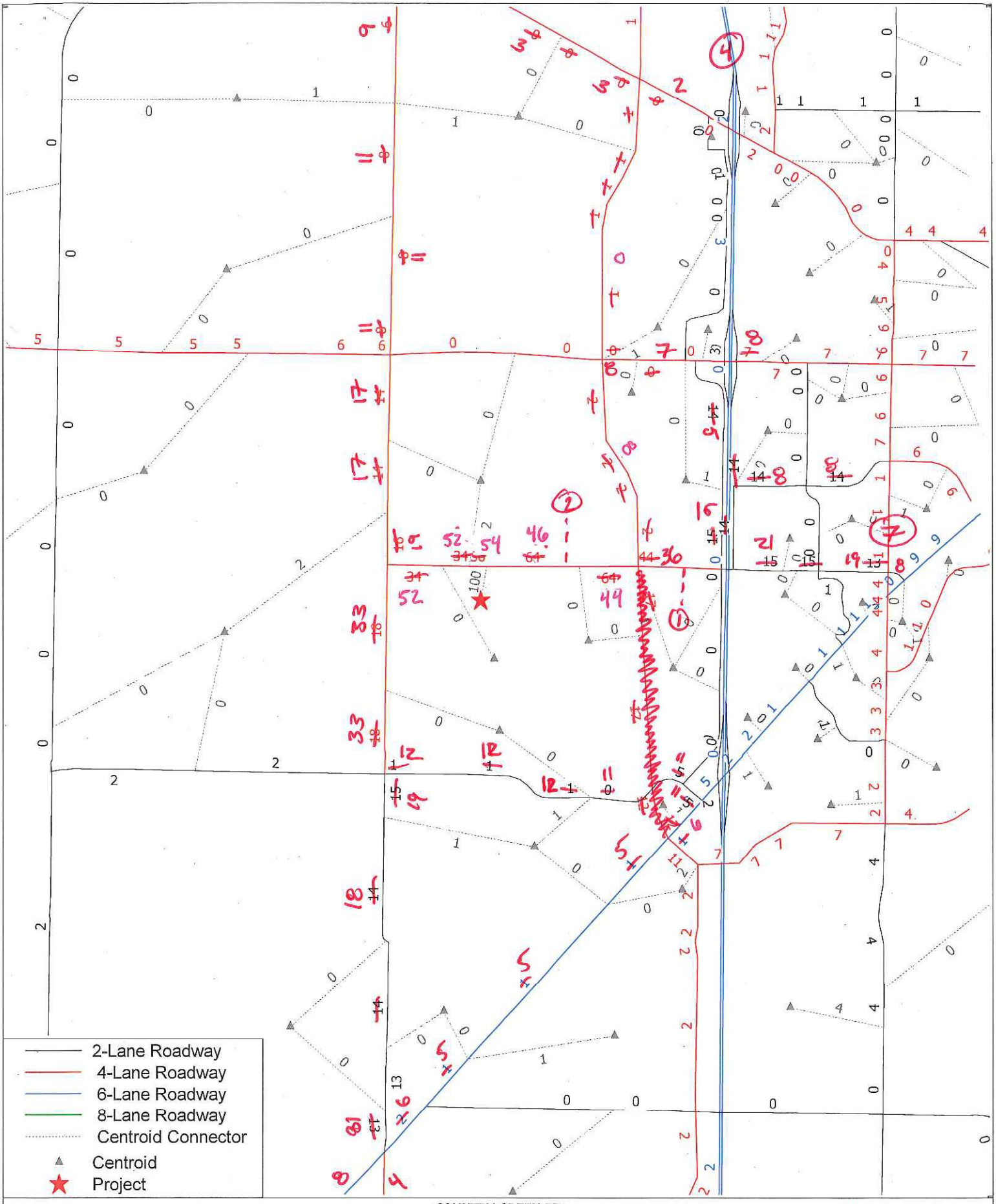
Kimley»Horn

Table 2: Project Significant Impact Calculations

Roadway		ROADWAY ATTRIBUTES [1]				EXISTING DAILY TRAFFIC CONDITIONS				Percent Project Traffic Assignment [2]	PM PEAK HOUR SIGNIFICANCE CALCULATIONS					Include In Study Area? [5]
											Pk. Hr. Dir. Service Capacity [3]	Project Traffic		Percent Impact	Significant Impact? [4]	
From	To	FDOT Classification	Area Type	Adopted LOS	Number of Lanes	Service Capacity [3]	2016 AADT	2016 V/C	2016 LOS			NB / EB	SB / WB			
SR 200																
SW 60th Ave	SW 48th Ave	ST-SA-C1	Urban	D	6	59,900	42,750	0.71	C	5.5%	3,020	16	13	0.53%	--	No
SW 48th Ave	I-75 East Ramps	ST-SA-C1	Urban	D	6	59,900	38,500 [6]	0.64	C	5.5%	3,020	13	16	0.53%	--	No
I-75 East Ramps	SW 27th Ave	ST-SA-C1	Urban	D	6	59,900	43,500	0.73	C	1.5%	3,020	3	4	0.13%	--	No
SW 27th Ave	SW 17th St	ST-SA-C1	Urban	D	6	59,900	38,300	0.64	C	9.0%	3,020	21	26	0.86%	--	No
NW / SW 60th Ave																
US 27	SR 40	NS-SA-C1	Urban	E	4	35,820	9,900	0.28	C	10.0%	1,800	23	29	1.61%	--	No
SR 40	SW 20th St	NS-SA-C1	Urban	E	4	35,820	13,800	0.39	C	18.0%	1,800	42	52	2.89%	--	Yes
SW 20th St	SW 38th St	NS-SA-C1	Urban	E	4	35,820	12,500 [6]	0.35	C	33.0%	1,800	95	77	5.28%	Yes	Yes
SW 38th St	SR 200	NS-SA-C1	Urban	E	4	35,820	14,950	0.42	C	18.5%	1,800	53	43	2.94%	--	Yes
SR 200	SW 80th St	NS-SA-C1	Urban	E	4	35,820	18,500	0.52	C	3.0%	1,800	9	7	0.50%	--	No
SW 49th Ave																
SW 42nd St	SW 66th St	NS-SA-C1	Urban	E	4	35,820	--	--	--	2.0%	1,800	6	5	0.33%	--	No
SW 44th Ave																
SR 40	SW 20th St	NS-SA-C1	Urban	E	4	35,820	--	--	--	8.0%	1,800	19	23	1.28%	--	No
SW 42nd St																
SR 200	SW 27th Ave	NS-SA-C1	Urban	E	4	35,820	17,700	0.49	C	9.0%	1,800	21	26	1.44%	--	No
SW 27th Ave	SW 7th Ave	NS-SA-C1	Urban	E	4	35,820	19,200 [6]	0.54	C	4.0%	1,800	9	12	0.67%	--	No
SW 38th St																
SW 80th Ave	SW 60th Ave	NS-SA-C1	Urban	E	2	15,930	8,500	0.53	C	2.0%	792	6	5	0.76%	--	No
SW 60th Ave	SR 200	NS-SA-C1	Urban	E	2	15,930	6,200	0.39	C	11.5%	792	27	33	4.17%	Yes	Yes
SW 27th Ave																
SR 40	SR 200	NS-SA-C1	Urban	E	4	35,820	20,700	0.58	C	6.7%	1,800	16	19	1.06%	--	No
SR 200	SW 42nd St	NS-SA-C1	Urban	E	4	35,820	20,400	0.57	C	3.0%	1,800	9	7	0.50%	--	No
CR 475A																
SW 42nd St	SW 66th St	NS-SA-C1	Urban	E	2	15,930	12,300	0.77	C	2.0%	792	6	5	0.76%	--	No
SR 40																
SW 80th Ave	SW 60th Ave	ST-SA-C1	Urban	D	4	41,790	21,000	0.50	C	5.5%	2,100	16	13	0.76%	--	No
SW 60th Ave	SW 44th/46th Ave	ST-SA-C1	Urban	D	4	41,790	28,500 [6]	0.68	C	0.0%	2,100	0	0	0.00%	--	No
SW 44th/46th Ave	I-75	ST-SA-C1	Urban	D	4	41,790	30,500	0.73	C	7.5%	2,100	17	22	1.05%	--	No
I-75	SW 27th Ave	ST-SA-C1	Urban	D	4	39,800	33,000	0.83	C	7.5%	2,000	17	22	1.10%	--	No
SW 27th Ave	SW MLK Ave	ST-SA-C1	Urban	D	4	39,800	26,700	0.67	C	6.5%	2,000	15	19	0.95%	--	No
SW 20th St																
SW 60th Ave	SW 44th Ave	NS-SA-C1	Urban	E	4	35,820	11,600	0.32	C	50.7%	1,800	146	118	8.11%	Yes	Yes
SW 44th Ave	I-75	NS-SA-C1	Urban	E	4	35,820	12,800	0.36	C	32.5%	1,800	76	94	5.22%	Yes	Yes
I-75	SW 27th Ave	NS-SA-C1	Urban	E	2	16,727	11,600	0.69	C	23.0%	832	54	66	7.93%	Yes	Yes
SW 27th Ave	SR 200	NS-SA-C1	Urban	E	2	15,930	10,900 [6]	0.68	C	8.0%	792	19	23	2.90%	--	Yes
SW 38th Ave																
SR 40	SW 20th St	NS-SA-C2	Urban	E	2	14,040	3,500 [6]	0.25	C	5.5%	720	13	16	2.22%	--	No
SW 20th St	SW 38th St	NS-SA-C2	Urban	E	2	14,040	5,300 [6]	0.38	C	0.0%	720	0	0	0.00%	--	No

K:\OCA_Civil\142742000 - Wintergreen PD TIA\calcs\[MethodologyCalcs_171102.xlsx]T2-STUDYAREA_CGreen_avg_3%

1. The roadway attributes were obtained from the latest Marion County and FDOT sources.
2. Project traffic assignment was calculated as the average across the segment based on the trip distribution and assignment.
3. Roadway Service Capacities were determined using the 2013 FDOT Quality/LOS Handbook and Marion County roadway segment tables. A four-lane service capacity was assumed for SW 44th Ave and SW 49th Ave.
4. A segment is considered significantly impacted if the project impact is 3% or greater based on City of Ocala guidelines.
5. The study area includes all significantly impacted segments, plus one segment beyond, except when the next segment is expected to have *de minimis* impacts (<1%).
6. Roadway segments did not have traffic counts recorded for 2016. The most recent year of available data (2012 being the earliest) is reported.



COUNTRY GREEN PD
SELECT ZONE DISTRIBUTION (PERCENTAGES) (Hand Adjusted)
CFRPMv6.0 CF 2040 MODEL
10/30/2017

cube

(Licensed to Kimley-Horn and Associates, I

Appendix C: Traffic Data

SeasonalFactorReport-Marion

2016 Peak Season Factor Category Report - Report Type: ALL

Category: 3600 MARION COUNTYWIDE

MOCF: 0.97

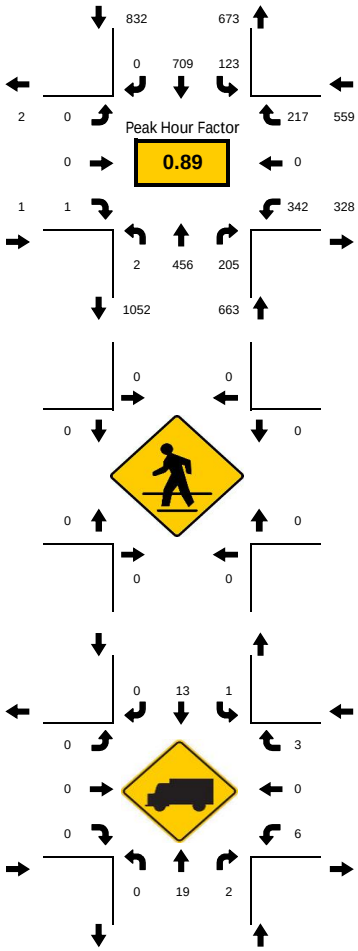
Week	Dates	SF	PSCF
1	01/01/2016 - 01/02/2016	0.99	1.02
2	01/03/2016 - 01/09/2016	1.02	1.05
3	01/10/2016 - 01/16/2016	1.06	1.09
4	01/17/2016 - 01/23/2016	1.05	1.08
5	01/24/2016 - 01/30/2016	1.03	1.06
6	01/31/2016 - 02/06/2016	1.02	1.05
7	02/07/2016 - 02/13/2016	1.00	1.03
* 8	02/14/2016 - 02/20/2016	0.99	1.02
* 9	02/21/2016 - 02/27/2016	0.98	1.01
*10	02/28/2016 - 03/05/2016	0.96	0.99
*11	03/06/2016 - 03/12/2016	0.95	0.98
*12	03/13/2016 - 03/19/2016	0.93	0.96
*13	03/20/2016 - 03/26/2016	0.94	0.97
*14	03/27/2016 - 04/02/2016	0.95	0.98
*15	04/03/2016 - 04/09/2016	0.96	0.99
*16	04/10/2016 - 04/16/2016	0.97	1.00
*17	04/17/2016 - 04/23/2016	0.98	1.01
*18	04/24/2016 - 04/30/2016	0.99	1.02
*19	05/01/2016 - 05/07/2016	0.99	1.02
*20	05/08/2016 - 05/14/2016	1.00	1.03
21	05/15/2016 - 05/21/2016	1.01	1.04
22	05/22/2016 - 05/28/2016	1.01	1.04
23	05/29/2016 - 06/04/2016	1.01	1.04
24	06/05/2016 - 06/11/2016	1.02	1.05
25	06/12/2016 - 06/18/2016	1.02	1.05
26	06/19/2016 - 06/25/2016	1.02	1.05
27	06/26/2016 - 07/02/2016	1.02	1.05
28	07/03/2016 - 07/09/2016	1.01	1.04
29	07/10/2016 - 07/16/2016	1.01	1.04
30	07/17/2016 - 07/23/2016	1.02	1.05
31	07/24/2016 - 07/30/2016	1.02	1.05
32	07/31/2016 - 08/06/2016	1.03	1.06
33	08/07/2016 - 08/13/2016	1.03	1.06
34	08/14/2016 - 08/20/2016	1.04	1.07
35	08/21/2016 - 08/27/2016	1.05	1.08
36	08/28/2016 - 09/03/2016	1.05	1.08
37	09/04/2016 - 09/10/2016	1.06	1.09
38	09/11/2016 - 09/17/2016	1.07	1.10
39	09/18/2016 - 09/24/2016	1.05	1.08
40	09/25/2016 - 10/01/2016	1.03	1.06
41	10/02/2016 - 10/08/2016	1.01	1.04
42	10/09/2016 - 10/15/2016	0.99	1.02
43	10/16/2016 - 10/22/2016	0.99	1.02
44	10/23/2016 - 10/29/2016	0.99	1.02

45	10/30/2016 - 11/05/2016	0.99	1.02
46	11/06/2016 - 11/12/2016	0.99	1.02
47	11/13/2016 - 11/19/2016	0.99	1.02
48	11/20/2016 - 11/26/2016	0.99	1.02
49	11/27/2016 - 12/03/2016	0.99	1.02
50	12/04/2016 - 12/10/2016	0.99	1.02
51	12/11/2016 - 12/17/2016	0.99	1.02
52	12/18/2016 - 12/24/2016	1.02	1.05
53	12/25/2016 - 12/31/2016	1.06	1.09

* Peak Season

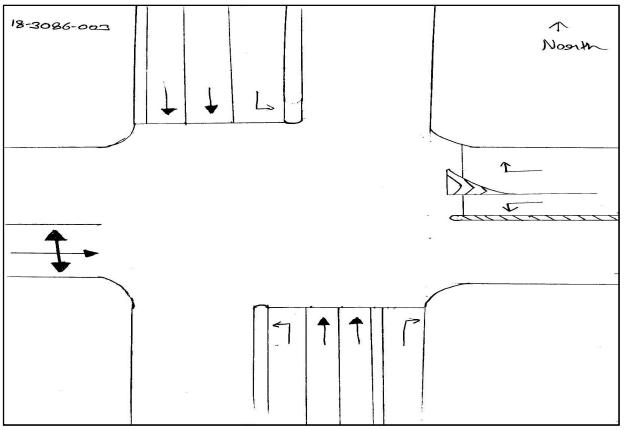
LOCATION: SW 60th Ave & SW 20th St
CITY/STATE: Ocala, FL

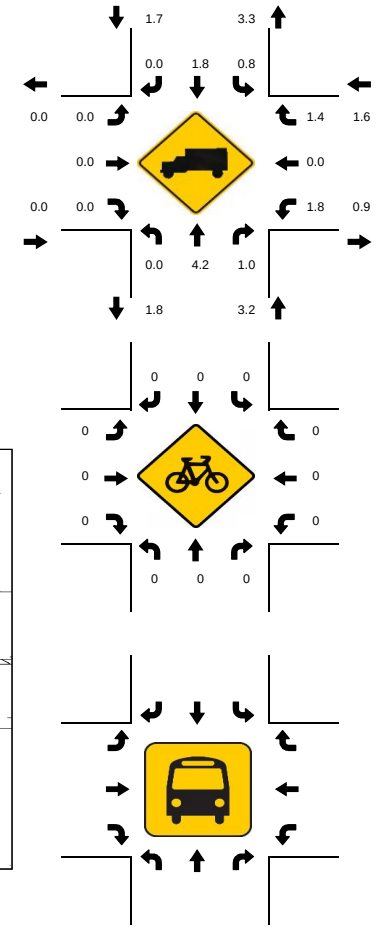
PROJECT ID: 18-03086-003
DATE: 02/20/2018



Peak-Hour: 04:45 PM - 05:45 PM
Peak 15-Minute: 05:15 PM - 05:30 PM

National Data & Surveying Services





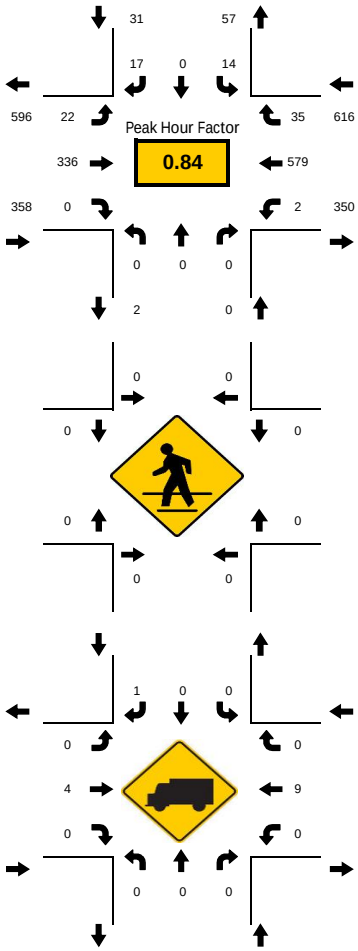
15-Min Count Period Beginning At	SW 60th Ave Northbound					SW 60th Ave Southbound					SW 20th St Eastbound					SW 20th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
04:00 PM	0	139	63	1	13	40	147	0	0	0	0	0	0	0	0	71	0	41	0	19	502	1968
04:15 PM	0	141	55	0	18	36	128	0	0	0	0	0	0	0	0	104	0	66	0	35	530	1994
04:30 PM	0	118	54	0	25	31	142	0	0	0	0	0	0	0	0	81	0	50	0	27	476	2040
04:45 PM	0	124	47	0	12	25	151	0	0	0	0	0	0	0	0	66	0	47	0	28	460	2055
05:00 PM	0	121	53	2	14	33	180	0	0	0	0	0	0	0	0	83	0	56	0	30	528	1980
05:15 PM	0	112	62	0	22	40	202	0	0	0	0	0	0	0	0	96	0	64	0	42	576	1452
05:30 PM	0	99	43	0	13	25	176	0	0	0	0	0	1	0	1	97	0	50	0	28	491	876
05:45 PM	0	99	47	0	9	28	108	0	0	0	0	0	3	0	3	56	0	44	0	27	385	385

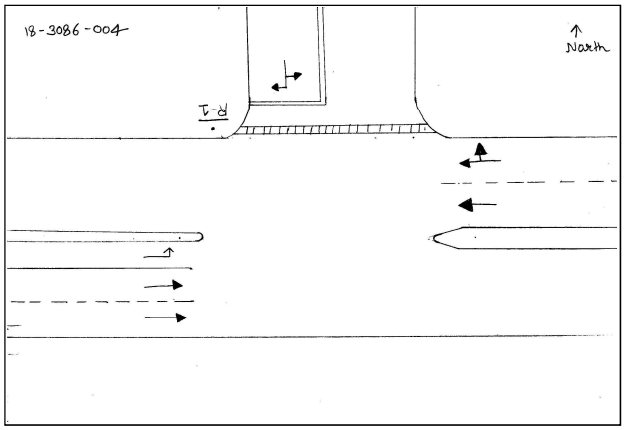
Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	0	496	248	8	88	160	808	0	0	0	0	0	4	0	4	388	0	256	0	168	**2368**
Heavy Trucks	0	28	4			4	20	0			0	0	0			12	0	4			**72**
Pedestrians		0					0					0					0				**0**
Bicycles	0	0	0			0	0	0			0	0	0			0	0	0			**0**
Railroad Stopped Buses																					

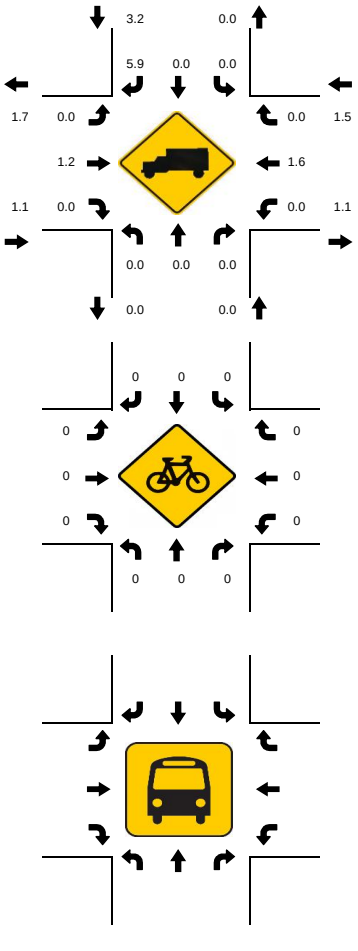
LOCATION: SW 54th Ct & SW 20th St
CITY/STATE: Ocala, FL

PROJECT ID: 18-03086-004
DATE: 02/20/2018

Peak-Hour: 04:30 PM - 05:30 PM
Peak 15-Minute: 05:00 PM - 05:15 PM



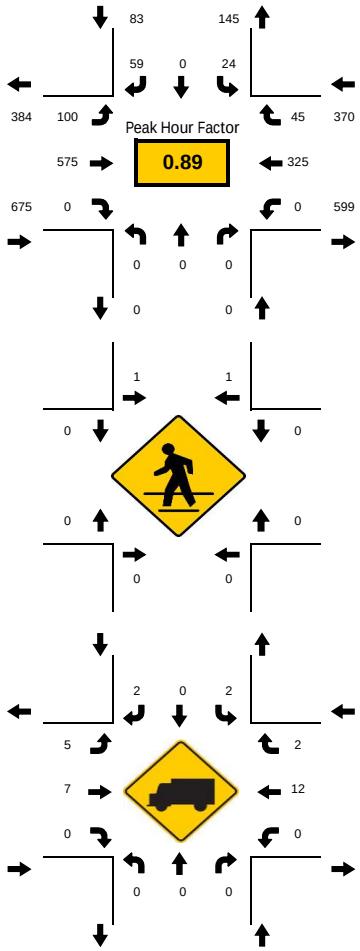


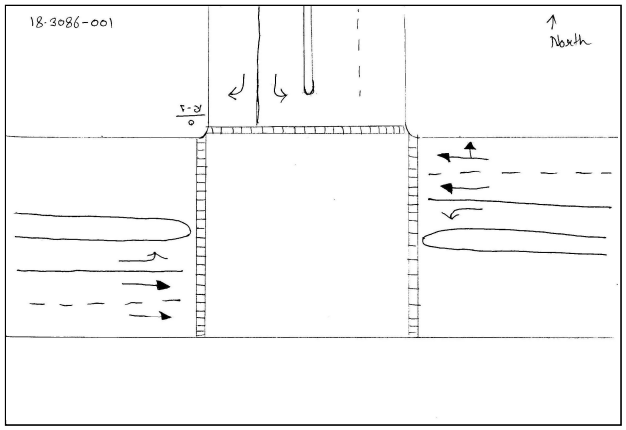

3.2
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5.9
0.0
0.0
1.7
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1.2
1.6
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0.0

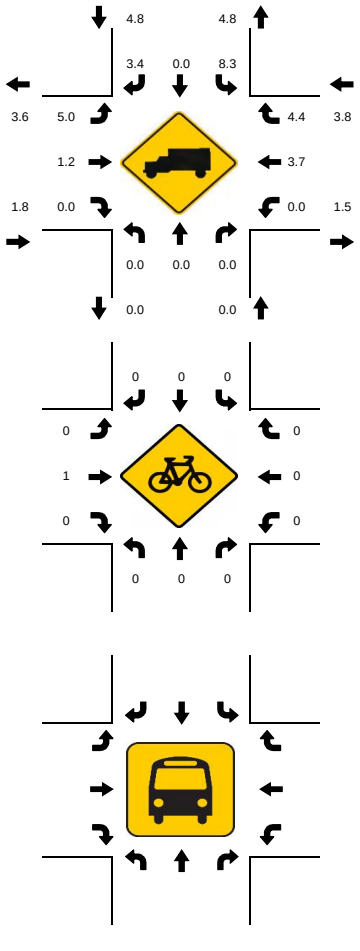
LOCATION: SW 44th Ave & SW 20th St
CITY/STATE: Ocala, FL

PROJECT ID: 18-03086-001
DATE: 02/20/2018

Peak-Hour: 07:30 AM - 08:30 AM
Peak 15-Minute: 07:45 AM - 08:00 AM





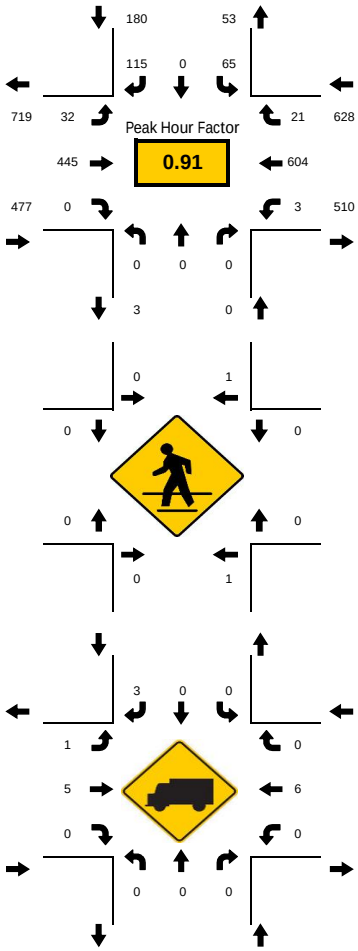


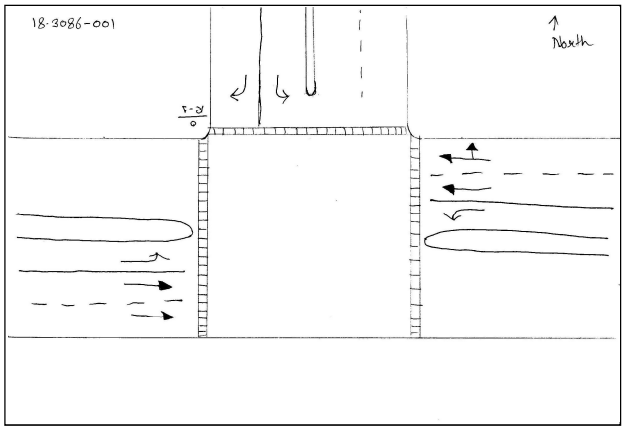
15-Min Count Period Beginning At	SW 44th Ave Northbound					SW 44th Ave Southbound					SW 20th St Eastbound					SW 20th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
07:00 AM	0	0	0	0		10	0	4	0		20	100	0	0		0	39	10	0		183	992
07:15 AM	0	0	0	0		5	0	11	0		12	121	0	0		0	55	14	0		218	1090
07:30 AM	0	0	0	0		6	0	10	0		29	148	0	0		0	75	6	0		274	1128
07:45 AM	0	0	0	0		2	0	17	0		30	176	0	0		0	78	14	0		317	1100
08:00 AM	0	0	0	0		8	0	20	0		23	135	0	0		0	80	15	0		281	995
08:15 AM	0	0	0	0		8	0	12	0		18	116	0	0		0	92	10	0		256	714
08:30 AM	0	0	0	0		3	0	13	0		15	129	0	0		0	78	8	0		246	458
08:45 AM	0	0	0	0		11	0	14	0		13	113	0	0		0	55	6	0		212	212
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	0	0	0	0		32	0	80	0		120	704	0	0		0	368	60	0		**1364**	
Heavy Trucks	0	0	0			4	0	4			8	16	0			0	20	4			**56**	
Pedestrians		0					4					0					0				**4**	
Bicycles	0	0	0			0	0	0			0	4	0			0	0	0			**4**	
Railroad																						
Stopped Buses																						

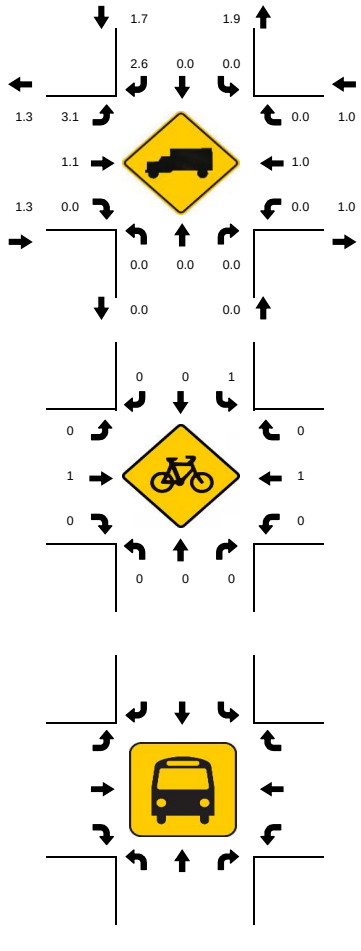
LOCATION: SW 44th Ave & SW 20th St
CITY/STATE: Ocala, FL

PROJECT ID: 18-03086-001
DATE: 02/20/2018

Peak-Hour: 04:30 PM - 05:30 PM
Peak 15-Minute: 05:00 PM - 05:15 PM







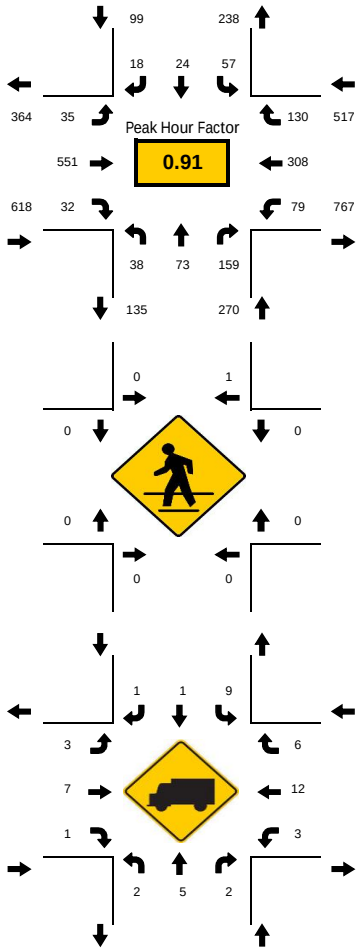
15-Min Count Period Beginning At	SW 44th Ave Northbound					SW 44th Ave Southbound					SW 20th St Eastbound					SW 20th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
04:00 PM	0	0	2	0		13	0	18	0		19	136	0	0		0	151	16	0		355	1273
04:15 PM	0	0	0	0		10	0	17	0		6	132	0	0		0	157	8	1		331	1272
04:30 PM	0	0	0	0		15	0	19	0		9	118	0	0		0	136	3	0		300	1285
04:45 PM	0	0	0	0		11	0	19	0		10	99	0	0		0	141	7	0		287	1283
05:00 PM	0	0	0	0		24	0	48	0		7	101	0	0		2	164	7	1		354	1248
05:15 PM	0	0	0	0		15	0	29	0		6	127	0	0		0	163	4	0		344	894
05:30 PM	0	0	2	0		10	0	18	0		14	88	0	0		1	156	8	1		298	550
05:45 PM	0	0	0	0		10	0	18	0		6	81	0	0		0	132	5	0		252	252

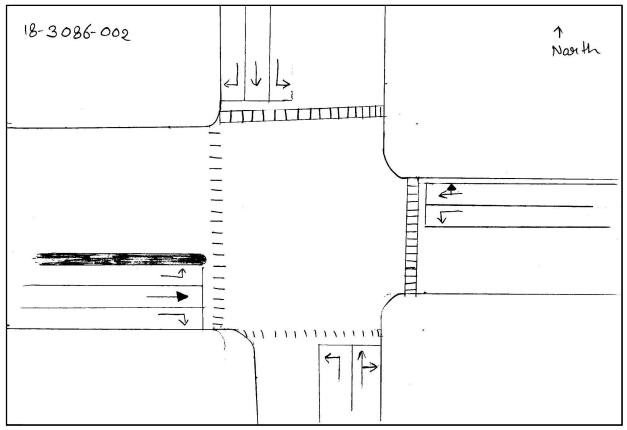
Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	0	0	0	0		96	0	192	0		40	508	0	0		8	656	28	4		**1532**
Heavy Trucks	0	0	0			0	0	8			4	12	0			0		8	0		**32**
Pedestrians		4					4					0					0				**8**
Bicycles	0	0	0			4	0	0			0	4	0			0		4	0		**12**
Railroad																					
Stopped Buses																					

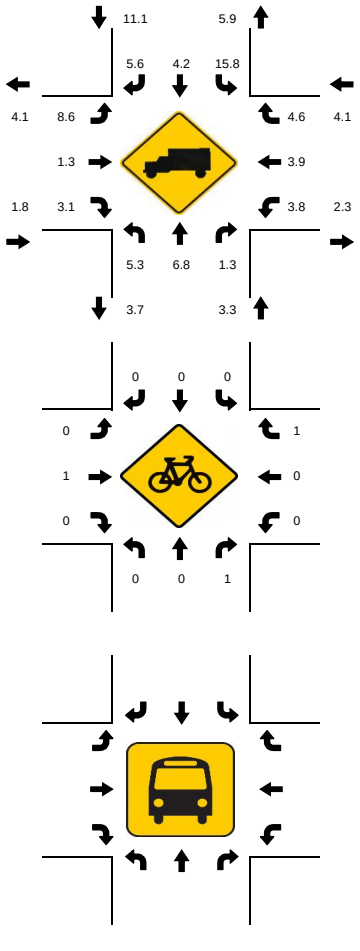
LOCATION: SW 38th Ave & SW 20th St
CITY/STATE: Ocala, FL

PROJECT ID: 18-03086-002
DATE: 02/20/2018

Peak-Hour: 07:30 AM - 08:30 AM
Peak 15-Minute: 07:45 AM - 08:00 AM





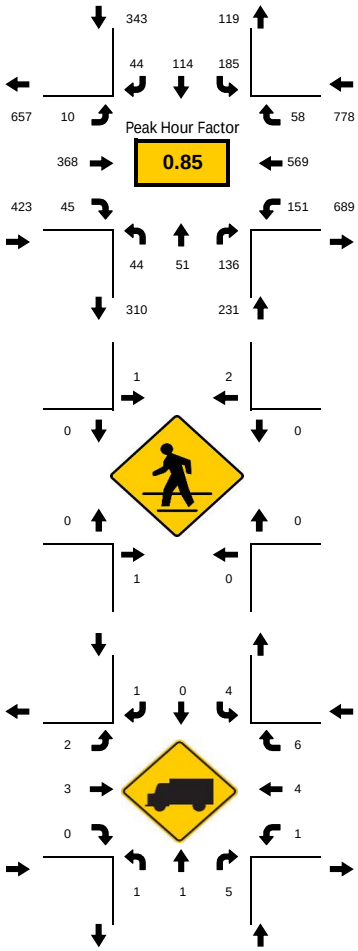


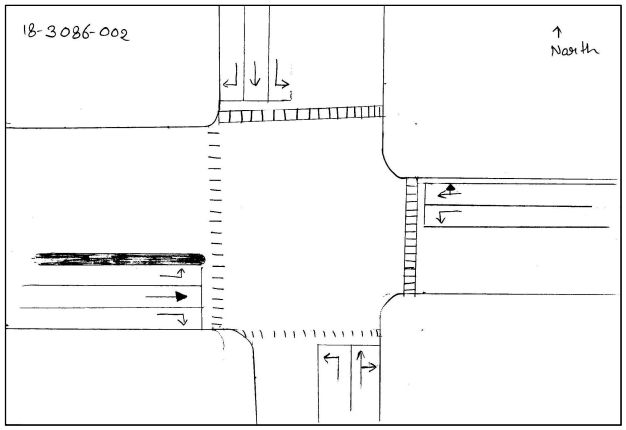
15-Min Count Period Beginning At	SW 38th Ave Northbound					SW 38th Ave Southbound					SW 20th St Eastbound					SW 20th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
07:00 AM	6	11	27	0	13	8	8	2	0	2	7	80	14	0	7	18	48	24	0	3	253	1291
07:15 AM	6	14	28	0	13	9	8	2	0	2	2	104	12	0	6	20	56	17	0	0	278	1425
07:30 AM	3	16	35	0	17	6	7	4	0	3	8	145	8	0	1	20	71	22	0	4	345	1504
07:45 AM	11	21	45	0	13	21	4	2	0	2	10	141	4	0	1	25	85	46	0	0	415	1494
08:00 AM	11	18	35	0	9	18	7	5	0	5	10	149	9	0	4	15	69	41	0	4	387	1374
08:15 AM	13	18	44	0	14	12	6	7	0	4	7	116	11	0	7	19	83	21	0	2	357	987
08:30 AM	4	13	27	0	10	10	8	2	0	2	4	128	15	0	3	17	85	22	0	2	335	630
08:45 AM	10	10	26	0	9	18	11	4	0	0	3	121	7	0	2	19	50	16	0	3	295	295
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	52	84	180	0	68	84	28	28	0	20	40	596	44	0	28	100	340	184	0	16	**1760**	
Heavy Trucks	8	12	4			12	4	4			4	16	4			8	20	12			**108**	
Pedestrians		0					4					0					0				**4**	
Bicycles	0	0	4			0	0	0			0	4	0			0	0	4			**12**	
Railroad																						
Stopped Buses																						

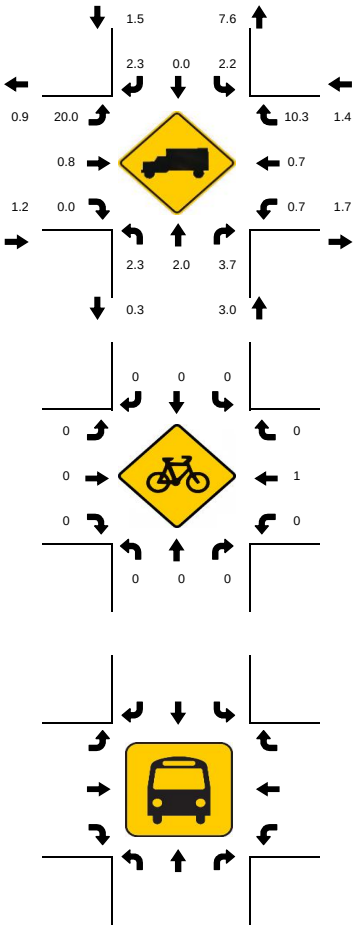
LOCATION: SW 38th Ave & SW 20th St
CITY/STATE: Ocala, FL

PROJECT ID: 18-03086-002
DATE: 02/20/2018

Peak-Hour: 04:45 PM - 05:45 PM
Peak 15-Minute: 05:15 PM - 05:30 PM







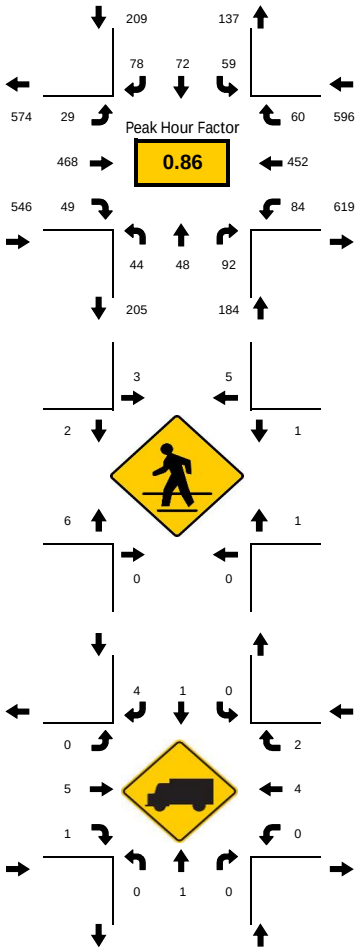
15-Min Count Period Beginning At	SW 38th Ave Northbound					SW 38th Ave Southbound					SW 20th St Eastbound					SW 20th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
04:00 PM	10	8	37	0	24	26	13	6	0	2	5	108	11	0	5	45	131	12	0	5	412	1724
04:15 PM	12	13	27	0	11	26	15	13	0	9	4	161	16	0	6	36	159	18	0	3	500	1740
04:30 PM	12	10	21	0	10	20	15	7	0	5	4	102	19	1	7	49	113	19	0	2	392	1763
04:45 PM	12	11	32	0	18	35	24	7	0	4	2	92	11	0	7	44	132	18	0	0	420	1775
05:00 PM	13	12	29	0	12	53	27	8	0	5	4	81	15	0	5	34	137	15	0	0	428	1763
05:15 PM	7	9	41	0	15	65	41	14	0	8	3	115	13	0	9	33	167	15	0	0	523	1335
05:30 PM	12	19	34	0	3	32	22	15	0	10	1	80	6	0	6	40	133	10	0	3	404	812
05:45 PM	9	18	32	0	11	16	23	10	0	5	0	91	9	0	6	44	143	13	0	0	408	408

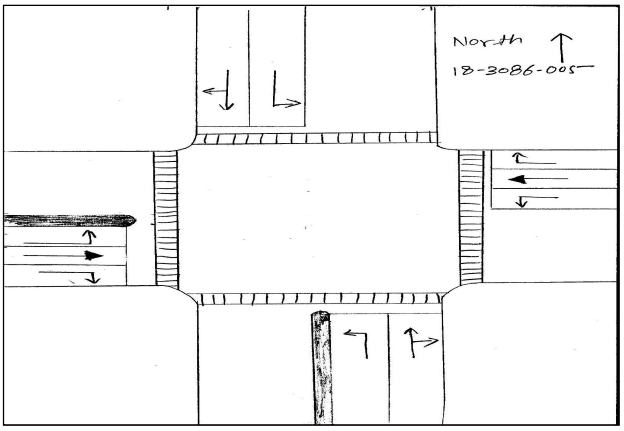
Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	52	76	164	0	72	260	164	60	0	40	16	460	60	0	36	176	668	72	0	12	**2228**
Heavy Trucks	4	4	20			8	0	4			4	8	0			4	12	8			**76**
Pedestrians		4					8					0					0				**12**
Bicycles	0	0	0			0	0	0			0	0	0			0	4	0			**4**
Railroad																					
Stopped Buses																					

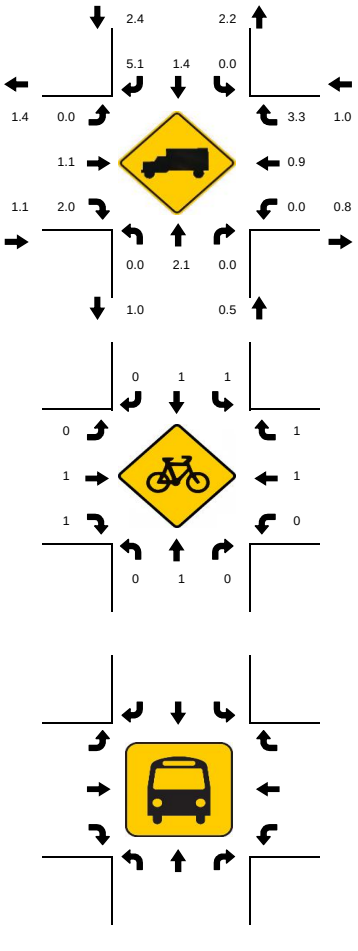
LOCATION: SW 31st Ave & SW 20th St
CITY/STATE: Ocala, FL

PROJECT ID: 18-03086-005
DATE: 02/20/2018

Peak-Hour: 04:45 PM - 05:45 PM
Peak 15-Minute: 05:15 PM - 05:30 PM







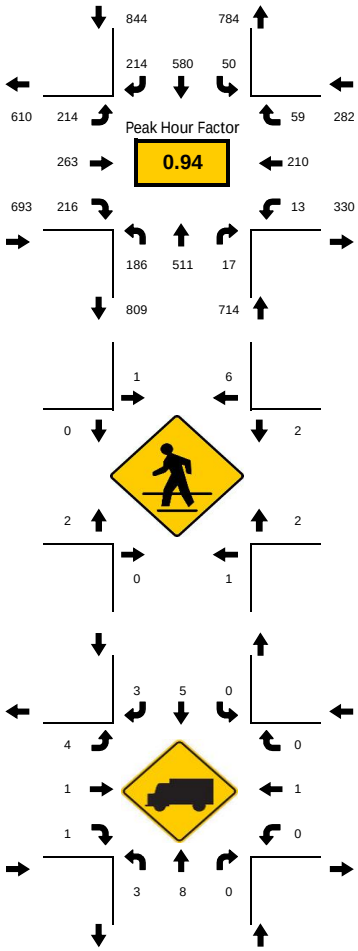
15-Min Count Period Beginning At	SW 31st Ave Northbound					SW 31st Ave Southbound					SW 20th St Eastbound					SW 20th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
04:00 PM	5	9	36	0	7	17	11	13	0	5	17	131	8	0	1	12	86	9	0	1	354	1445
04:15 PM	6	5	26	0	4	16	15	13	0	7	18	155	6	0	2	18	104	13	0	3	395	1473
04:30 PM	8	17	27	0	7	10	7	10	0	3	6	111	9	0	3	15	100	17	0	4	337	1523
04:45 PM	15	6	28	0	10	13	18	16	0	3	6	109	10	0	5	16	109	13	0	3	359	1535
05:00 PM	13	15	27	0	2	14	14	16	0	7	6	120	13	0	6	24	110	10	0	2	382	1472
05:15 PM	6	17	16	0	6	21	14	33	0	6	12	137	20	0	4	27	121	21	0	3	445	1090
05:30 PM	10	10	21	0	5	11	26	13	0	4	5	102	6	0	1	17	112	16	0	4	349	645
05:45 PM	4	11	22	0	7	13	7	10	0	3	5	96	9	0	3	12	90	17	0	2	296	296

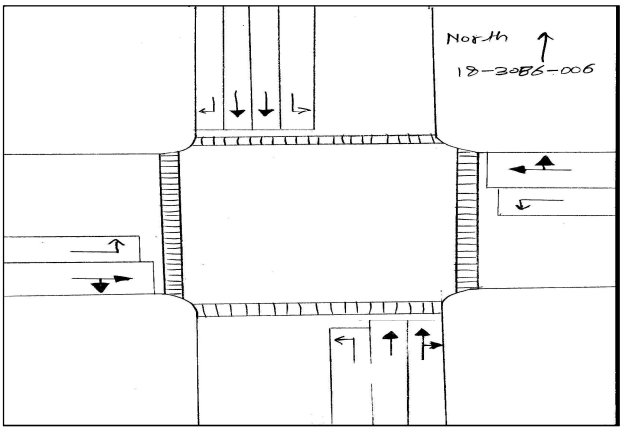
Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	60	68	112	0	40	84	104	132	0	28	48	548	80	0	24	108	484	84	0	16	**1912**
Heavy Trucks	0	4	0			0	4	16			0	12	4			0	8	4			**52**
Pedestrians		0					24					28					4				**56**
Bicycles	0	4	0			4	4	0			0	4	4			0	4	4			**28**
Railroad Stopped Buses																					

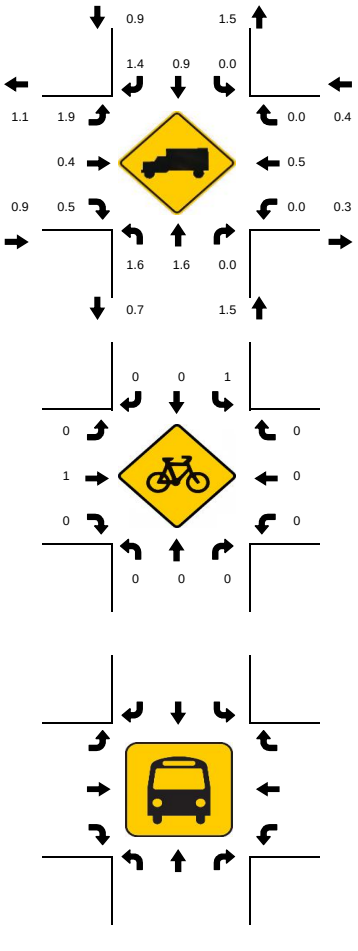
LOCATION: SW 27th Ave & SW 20th St
CITY/STATE: Ocala, FL

PROJECT ID: 18-03086-006
DATE: 02/20/2018

Peak-Hour: 04:45 PM - 05:45 PM
Peak 15-Minute: 05:15 PM - 05:30 PM







15-Min Count Period Beginning At	SW 27th Ave Northbound					SW 27th Ave Southbound					SW 20th St Eastbound					SW 20th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
04:00 PM	41	122	2	0	0	13	158	48	0	27	48	69	66	0	10	4	41	17	0	1	629	2461
04:15 PM	44	119	1	0	0	15	144	43	0	22	71	67	56	0	7	6	52	15	0	0	633	2485
04:30 PM	51	131	5	0	1	12	132	46	0	19	60	45	54	0	10	4	46	12	0	0	598	2527
04:45 PM	39	122	5	0	0	13	153	51	0	25	54	64	39	0	5	2	48	11	0	6	601	2533
05:00 PM	39	124	2	0	0	9	150	58	0	28	65	81	53	0	8	5	48	19	0	1	653	2431
05:15 PM	57	155	6	0	0	12	151	57	0	21	47	64	60	0	3	3	48	15	0	1	675	1778
05:30 PM	51	110	4	0	1	16	126	48	0	25	48	54	64	0	4	3	66	14	0	1	604	1103
05:45 PM	39	110	5	0	1	16	135	33	0	17	56	37	28	0	3	2	24	14	0	8	499	499

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	228	620	24	0	4	64	612	232	0	112	260	324	256	0	32	20	264	76	0	24	**2980**
Heavy Trucks	8	12	0			0	8	8			8	4	4			0		4	0		**56**
Pedestrians		4					24					8					8				**44**
Bicycles	0	0	0			4	0	0			0	4	0			0		0	0		**8**
Railroad Stopped Buses																					

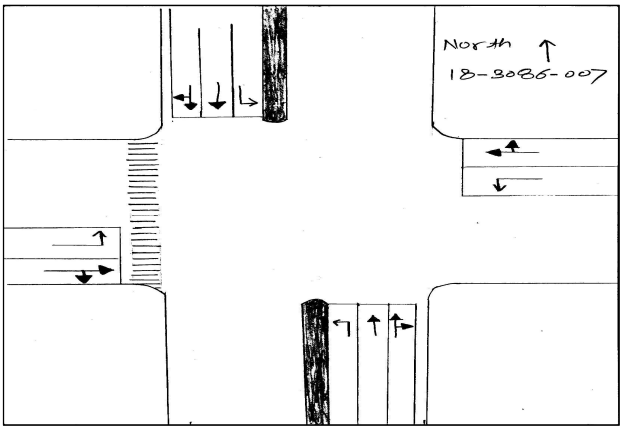
LOCATION: SW 60th Ave & SW 38th St/40th St
CITY/STATE: Ocala, FL

PROJECT ID: 18-03086-007
DATE: 02/20/2018

Peak-Hour: 04:00 PM - 05:00 PM
Peak 15-Minute: 04:00 PM - 04:15 PM

Peak Hour Factor
0.90

National Data & Surveying Services



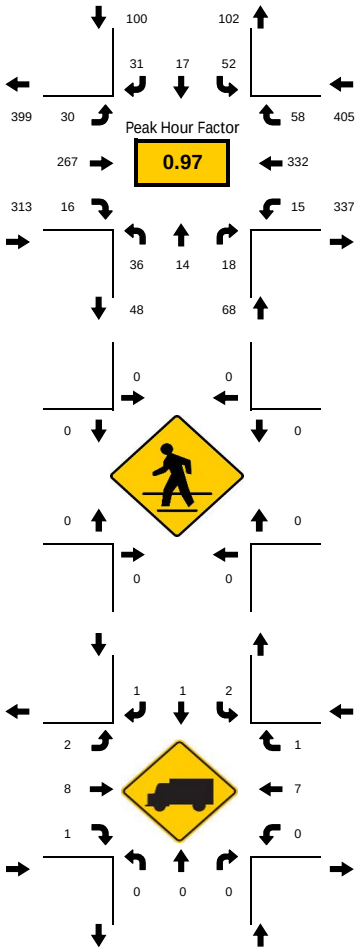
15-Min Count Period	SW 60th Ave Northbound					SW 60th Ave Southbound					SW 38th St/40th St Eastbound					SW 38th St/40th St Westbound						
Beginning At	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Total	Hourly Total
04:00 PM	30	130	9	0	1	32	179	38	0	4	33	69	58	0	7	11	33	20	0	5	642	2304
04:15 PM	22	109	12	1	1	25	168	42	0	5	35	41	27	0	3	15	47	27	0	4	571	2278
04:30 PM	13	131	7	0	0	23	170	32	0	4	32	55	25	0	5	9	45	32	0	8	574	2298
04:45 PM	18	99	12	0	0	22	166	32	0	3	35	35	19	0	2	14	36	29	0	8	517	2279
05:00 PM	27	126	15	0	1	20	194	54	0	2	34	34	27	0	10	4	48	33	0	1	616	2256
05:15 PM	22	93	8	0	0	21	208	51	0	7	31	37	27	0	8	15	57	21	0	3	591	1640
05:30 PM	33	92	10	0	0	27	187	55	0	2	19	45	19	0	3	4	45	19	0	3	555	1049
05:45 PM	36	101	3	1	0	14	143	35	0	10	28	35	21	0	7	6	46	25	0	3	494	494

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	120	524	48	4	4	128	716	168	0	20	140	276	232	0	28	60	188	128	0	32	**2732**
Heavy Trucks	4	20	4			4	24	12			8	12	20			4	4	4			**120**
Pedestrians		0					0					0					0				**0**
Bicycles	0	0	0			0	4	0			0	0	0			0	0	0			**4**
Railroad Stopped Buses																					

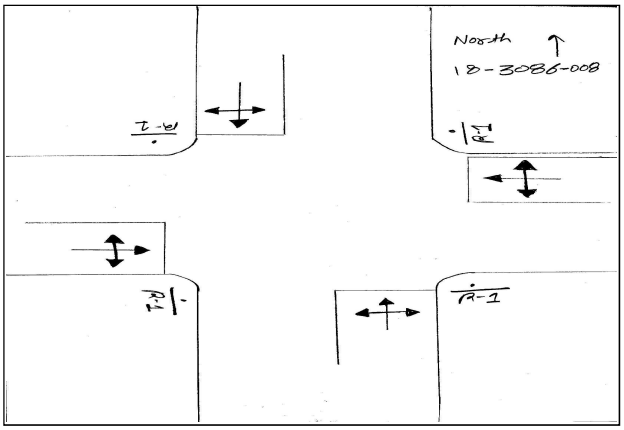
LOCATION: SW 43rd Ct & SW 38th St/40th St
CITY/STATE: Ocala, FL

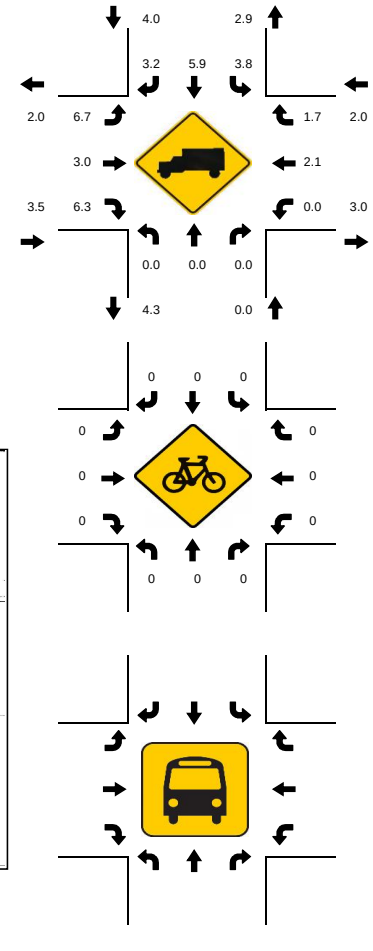
PROJECT ID: 18-03086-008
DATE: 02/20/2018

Peak-Hour: 04:15 PM - 05:15 PM
Peak 15-Minute: 04:30 PM - 04:45 PM



National Data & Surveying Services





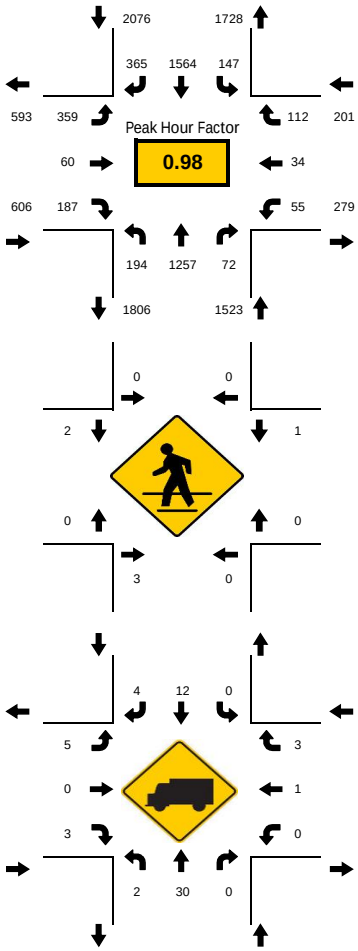
15-Min Count Period Beginning At	SW 43rd Ct Northbound					SW 43rd Ct Southbound					SW 38th St/40th St Eastbound					SW 38th St/40th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
04:00 PM	8	4	4	0		9	3	7	0		7	82	10	0		2	65	16	1		218	881
04:15 PM	14	5	4	0		20	4	6	0		7	58	5	0		6	83	7	0		219	886
04:30 PM	5	3	6	0		10	5	3	0		6	76	5	0		3	92	13	1		228	886
04:45 PM	5	4	4	0		10	3	9	0		8	71	5	0		3	76	18	0		216	871
05:00 PM	12	2	4	0		12	5	13	0		9	62	1	0		2	81	20	0		223	857
05:15 PM	9	7	7	0		11	3	7	0		5	63	4	0		6	80	16	1		219	634
05:30 PM	8	10	4	0		19	4	5	0		8	66	5	0		5	64	15	0		213	415
05:45 PM	10	4	6	0		17	4	9	0		3	44	4	0		1	83	17	0		202	202

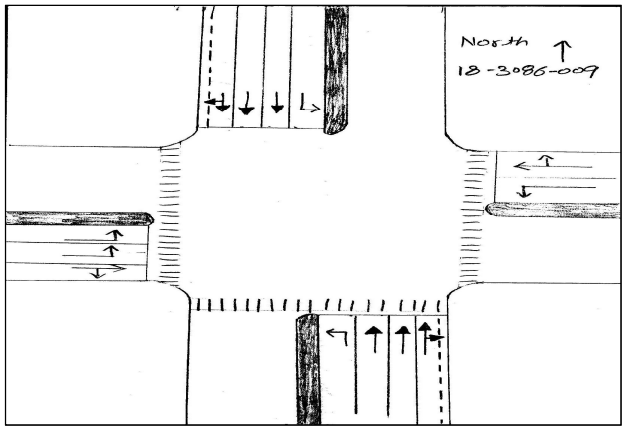
Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	56	20	24	0		80	20	52	0		36	304	20	0		24	368	80	4		**1088**
Heavy Trucks	0	0	0			4	4	4			8	12	4			0	12	4			**52**
Pedestrians		0					0					0					0				**0**
Bicycles	0	0	0			0	0	0			0	0	0			0	0	0			**0**
Railroad																					
Stopped Buses																					

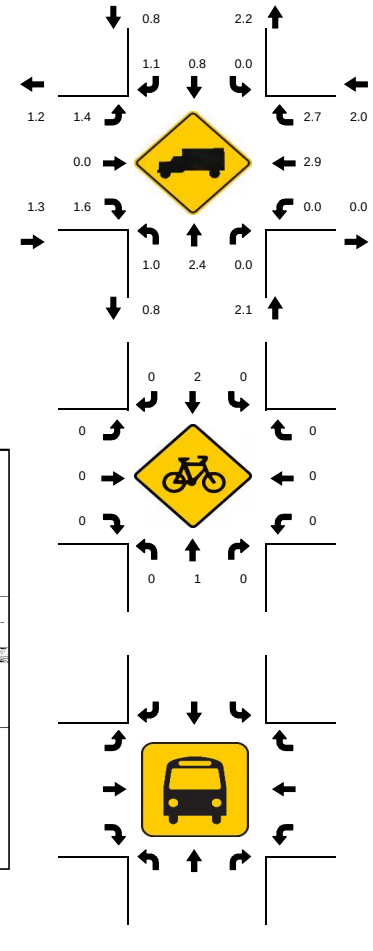
LOCATION: SR 200 & SW 38th Ct
CITY/STATE: Ocala, FL

PROJECT ID: 18-03086-009
DATE: 02/20/2018

Peak-Hour: 04:30 PM - 05:30 PM
Peak 15-Minute: 05:00 PM - 05:15 PM







15-Min Count Period	SR 200 Northbound					SR 200 Southbound					SW 38th Ct Eastbound					SW 38th Ct Westbound						
Beginning At	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Total	Hourly Total
04:00 PM	43	301	15	4	0	30	348	76	9	19	104	14	63	0	30	16	16	28	0	4	1067	4345
04:15 PM	46	298	24	2	0	26	391	83	9	6	69	20	52	0	19	11	13	26	0	5	1070	4405
04:30 PM	42	284	19	2	5	26	409	96	9	4	118	19	40	0	10	16	7	29	0	16	1116	4406
04:45 PM	50	329	16	8	1	33	348	106	6	12	77	14	47	0	21	13	11	34	0	10	1092	4345
05:00 PM	44	373	24	4	1	24	382	77	4	0	86	15	59	0	30	8	8	19	0	11	1127	4155
05:15 PM	42	271	13	2	0	38	425	86	7	14	78	12	41	0	21	18	8	30	0	15	1071	3028
05:30 PM	53	308	15	5	1	21	366	76	8	6	89	17	51	0	13	14	13	19	0	1	1055	1957
05:45 PM	42	256	14	4	2	24	338	76	8	16	60	11	23	0	14	14	7	25	0	13	902	902
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**						
	Left	**Thru**	**Rgt**	**U**	**R***	**Left**	**Thru**	**Rgt**	**U**	**R***	**Left**	**Thru**	**Rgt**	**U**	**R***	**Left**	**Thru**	**Rgt**	**U**	**R***	**Total**	
All Vehicles	200	1492	96	32	20	152	1700	424	36	56	472	76	236	0	120	72	44	136	0	64	**5168**	
Heavy Trucks	4	40	0			0	20	8			12	0	12			0	4	8			**108**	
Pedestrians		8					0					8					4				**20**	
Bicycles	0	4	0			0	4	0			0	0	0			0	0	0			**8**	
Railroad																						
Stopped Buses																						

Appendix D: Signal Timing Worksheets

Station : 106 - SW 60th Ave & SW 20th St (Standard File)

Phase [1.1.1]

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Walk																
Ped Clearance																
Min Green	7	15	5	10	10	15										
Passage	2.5	2.5	2.5	2.5	2.5	2.5										
Max1	20	50	10	20	20	50										
Max2																
Yellow	4.7	4.7	4.3	4.7	4.7	4.7										
Red		2	2.1	2		2										
Red Revert																
Added Initial																
Max Initial																
Time Before Reduce																
Cars Before Reduce																
Time To Reduce																
Reduce By																
Min Gap																
Dynamic Max Limit																
Dynamic Max Step																
Auto Exit		ON				ON										
Rest In Walk																

Phase Option [1.1.2]

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Enable	ON	ON	ON	ON	ON	ON										
Auto Entry				ON												
Non Act1																
Non Act2																
Lock Call				ON					ON	ON	ON	ON	ON	ON	ON	ON
Min Recall		ON				ON										
Max Recall																
Ped Recall																
Soft Recall																
Dual Entry		ON				ON										
Sim Gap Enable		ON				ON			ON	ON	ON	ON	ON	ON	ON	ON
Guar Passage																
Cond Service																
Add Init Calc																

Alternate Phase Program 1, Calls and Redirection [1.1.6.3]

Entry	Call Phases	From	To	From	To	From	To	From	To	Assigned Ph
1										
2										
3										
4										
5										
6										
7										
8										

Alternate Phase Program 2, Calls and Redirection [1.1.6.3]

Entry	Call Phases	From	To	From	To	From	To	From	To	Assigned Ph
1										
2										
3										
4										
5										
6										
7										
8										

Alternate Phase Program 1, Interval Times [1.1.6.1]

Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1										
2										
3										
4										
5										
6										
7										
8										

Alternate Phase Program 2, Interval Times [1.1.6.1]

Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1										
2										
3										
4										
5										
6										
7										
8										

Prepared By	Date Implemented	Reviewed By	Traffic Engineer

City of Ocala Timing Sheet 1/17/2017 1:47:52 PM

Station : 106 - SW 60th Ave & SW 20th St (Standard File)

Unit Parameters [1.2.1]

Start	Auto	Back	Red	Cons	Tone	Feat	Phas	Dian	SDL	TS2	Cycl	Max	Max	Max	Enal	Loca	Start	Disa	Yell	Omit	Free

ID: 107
Name: SW 20th St & 38th Ave
Configuration: Standard

Param	Phs 1	Phs 2	Phs 3	Phs 4	Phs 5	Phs 6	Phs 7	Phs 8	Phs 9	Phs 10	Phs 11	Phs 12	Phs 13	Phs 14	Phs 15	Phs 16
Walk	0	7	0	7	0	7	0	7	0	0	0	0	0	0	0	0
Ped Clearance	0	16	0	22	0	16	0	22	0	0	0	0	0	0	0	0
Min Green	10	20	5	10	10	20	5	10	0	0	0	0	0	0	0	0
Passage	3	4	3	3	3	4	3	3	0	0	0	0	0	0	0	0
Max1	20	45	20	25	20	45	20	25	0	0	0	0	0	0	0	0
Max2	20	65	20	25	20	65	20	25	0	0	0	0	0	0	0	0
Yellow	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	0	0	0	0	0	0	0	0
Red	0	1	0	1	0	1	0	1	0	0	0	0	0	0	0	0
Red Revert	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Added Initial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Max Initial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time Before Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Before Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time To Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reduce By	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dynamic Max Limit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dynamic Max Step	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Startup	RED	GREEN	RED	RED	RED	GREEN	RED	RED	RED	RED	RED	RED	RED	RED	RED	RED
Enable	On	On	On	On	On	On	On	On	Off	Off	Off	Off	Off	Off	Off	Off
Auto Entry	Off	Off	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Auto Exit	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Non Act1	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Non Act2	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Lock Call	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Min Recall	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Max Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Ped Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Soft Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Dual Entry	Off	On	Off	On	Off	On	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Sim Gap Enable	On	On	On	On	On	On	On	On	Off	Off	Off	Off	Off	Off	Off	Off
Guar Passage	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Rest In Walk	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Cond Service	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Add Init Calc	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Ring	1	1	1	1	2	2	2	2	0	0	0	0	0	0	0	0
Concur 1	5	5	7	7	1	1	3	3	0	0	0	0	0	0	0	0
Concur 2	6	6	8	8	2	2	4	4	0	0	0	0	0	0	0	0
Concur 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

ID: 222
Name: SW 20th St & 31st Ave-
Configuration: Upload

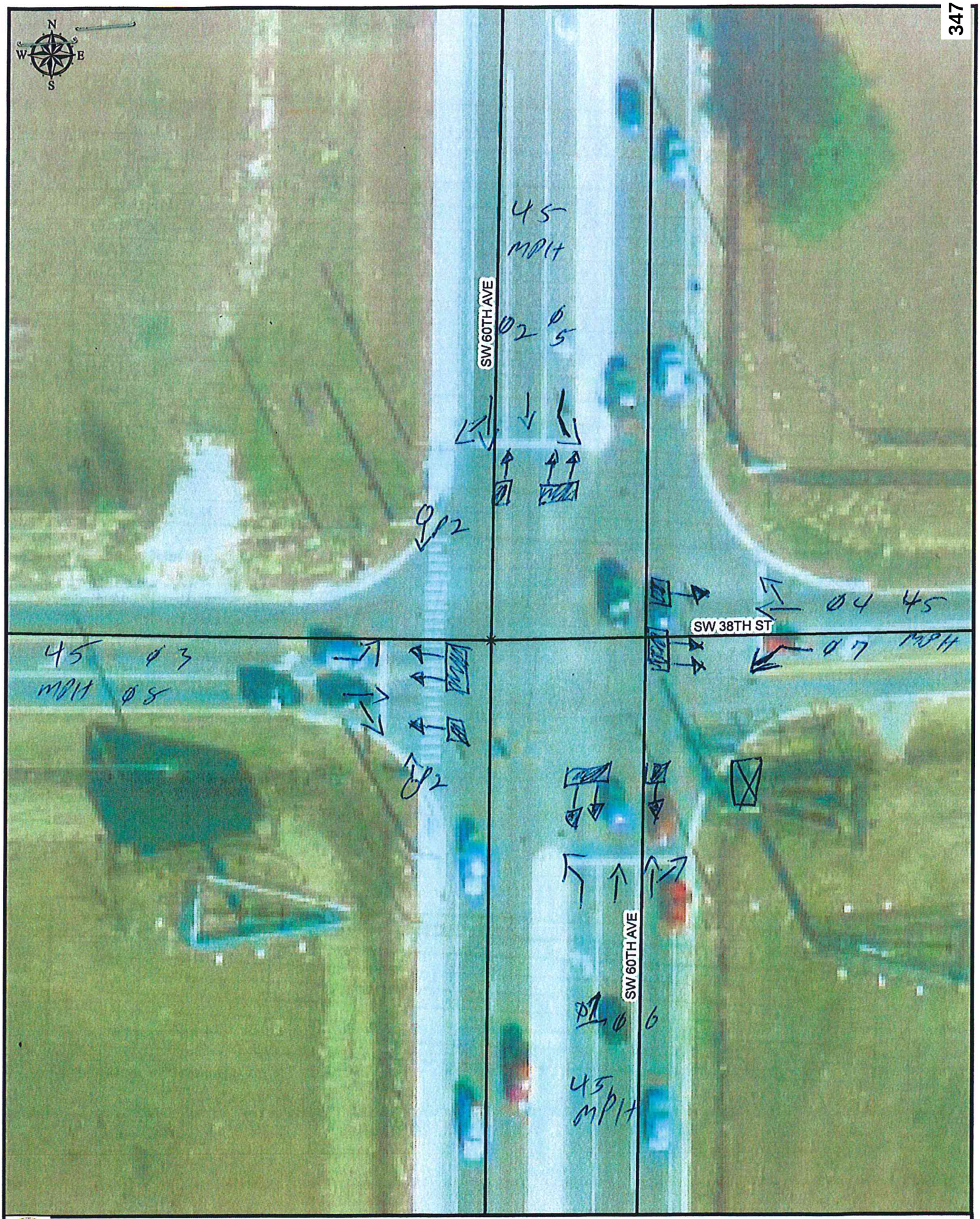
Param	Phs 1	Phs 2	Phs 3	Phs 4	Phs 5	Phs 6	Phs 7	Phs 8	Phs 9	Phs 10	Phs 11	Phs 12	Phs 13	Phs 14	Phs 15	Phs 16
Walk	0	7	0	7	0	7	0	0	0	0	0	0	0	0	0	0
Ped Clearance	0	15	0	14	0	15	0	0	0	0	0	0	0	0	0	0
Min Green	0	15	0	8	5	15	2	2	0	0	0	0	0	0	0	0
Passage	0	4	0	3.5	3.5	4	0	0	0	0	0	0	0	0	0	0
Max1	0	30	0	26	20	30	0	0	0	0	0	0	0	0	0	0
Max2	0	40	0	30	25	40	0	0	0	0	0	0	0	0	0	0
Yellow	0	4.7	0	3.6	3.6	4.7	0	4	0	0	0	0	0	0	0	0
Red	0	2	0	2.4	2	2	0	0	0	0	0	0	0	0	0	0
Red Revert	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Added Initial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Max Initial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time Before Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Before Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time To Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reduce By	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dynamic Max Limit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dynamic Max Step	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Startup	RED	GREEN	RED	RED	RED	GREEN	RED	RED	RED	RED	RED	RED	RED	RED	RED	RED
Enable	Off	On	Off	On	On	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Auto Entry	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Auto Exit	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Non Act1	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Non Act2	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Lock Call	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Min Recall	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Max Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Ped Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Soft Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Dual Entry	Off	On	Off	On	Off	On	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Sim Gap Enable	On	On	On	On	On	On	On	On	Off	Off	Off	Off	Off	Off	Off	Off
Guar Passage	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Rest In Walk	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Cond Service	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Add Init Calc	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Ring	1	1	1	1	2	2	2	2	0	0	0	0	0	0	0	0
Concur 1	5	5	7	7	1	1	3	3	0	0	0	0	0	0	0	0
Concur 2	6	6	8	8	2	2	4	4	0	0	0	0	0	0	0	0
Concur 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

ID: 170
Name: SW 27th Ave & SW 20th St (Temp)
Configuration: Standard

Param	Phs 1	Phs 2	Phs 3	Phs 4	Phs 5	Phs 6	Phs 7	Phs 8	Phs 9	Phs 10	Phs 11	Phs 12	Phs 13	Phs 14	Phs 15	Phs 16
Walk	0	7	0	7	0	7	0	7	0	0	0	0	0	0	0	0
Ped Clearance	0	28	0	25	0	18	0	26	0	0	0	0	0	0	0	0
Min Green	7	20	7	7	0	20	0	7	0	0	0	0	0	0	0	0
Passage	3	3	3	3	0	3	0	3	0	0	0	0	0	0	0	0
Max1	30	40	30	40	0	40	0	40	0	0	0	0	0	0	0	0
Max2	25	67	24	34	0	93	0	50	0	0	0	0	0	0	0	0
Yellow	4.7	4.7	4.7	3.6	0	4.7	0	4.7	0	0	0	0	0	0	0	0
Red	0	2	0	3.1	0	2	0	2	0	0	0	0	0	0	0	0
Red Revert	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Added Initial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Max Initial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time Before Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Before Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time To Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reduce By	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dynamic Max Limit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dynamic Max Step	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Startup	RED	GREEN	RED	RED	RED	GREEN	RED	RED	RED	RED	RED	RED	RED	RED	RED	RED
Enable	On	On	On	On	Off	On	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Auto Entry	Off	Off	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Auto Exit	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Non Act1	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Non Act2	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Lock Call	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Min Recall	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Max Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Ped Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Soft Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Dual Entry	Off	On	Off	On	Off	On	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Sim Gap Enable	Off	On	Off	On	Off	On	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Guar Passage	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Rest In Walk	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Cond Service	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Add Init Calc	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Ring	1	1	1	1	2	2	2	2	0	0	0	0	0	0	0	0
Concur 1	5	5	7	7	1	1	3	3	0	0	0	0	0	0	0	0
Concur 2	6	6	8	8	2	2	4	4	0	0	0	0	0	0	0	0
Concur 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

ID: 170
Name: SW 27th Ave & SW 20th St (Temp)
Configuration: Standard

Pattern	Cycle Time	Offset Time	Split Number	Seq Number
Pattern 1	140	118	1	1
Pattern 2	150	16	2	1
Pattern 3	160	30	3	1
Pattern 4	110	93	4	1
Pattern 5	160	146	5	1
Pattern 6	0	0	0	1
Pattern 7	0	0	0	1
Pattern 8	0	0	0	1
Pattern 9	0	0	0	1
Pattern 10	0	0	0	1
Pattern 11	0	0	0	1
Pattern 12	0	0	0	1
Pattern 13	0	0	0	1
Pattern 14	0	0	0	1
Pattern 15	0	0	0	1
Pattern 16	0	0	0	1
Pattern 17	0	0	0	1
Pattern 18	0	0	0	1
Pattern 19	0	0	0	1
Pattern 20	0	0	0	1
Pattern 21	0	0	0	1
Pattern 22	0	0	0	1
Pattern 23	0	0	0	1
Pattern 24	0	0	0	1
Pattern 25	0	0	0	1
Pattern 26	0	0	0	1
Pattern 27	0	0	0	1
Pattern 28	0	0	0	1
Pattern 29	0	0	0	1
Pattern 30	0	0	0	1
Pattern 31	0	0	0	1
Pattern 32	0	0	0	1
Pattern 33	0	0	0	1
Pattern 34	0	0	0	1
Pattern 35	0	0	0	1
Pattern 36	0	0	0	1
Pattern 37	0	0	0	1
Pattern 38	0	0	0	1
Pattern 39	0	0	0	1
Pattern 40	0	0	0	1
Pattern 41	0	0	0	1
Pattern 42	0	0	0	1
Pattern 43	0	0	0	1
Pattern 44	0	0	0	1
Pattern 45	0	0	0	1
Pattern 46	0	0	0	1
Pattern 47	0	0	0	1
Pattern 48	0	0	0	1



SW 60TH AVE @ SW 38TH ST

Marion County Office of the County Engineer
Traffic Division
412 SE 25th Avenue
Ocala, FL 34471

\\mcbcc1\dfs\GIS_TR\Linda.Rea\MAPS\TRAFFIC\Signals\FieldNotesMap

Printed: 07/16/2013, LMR

Notes

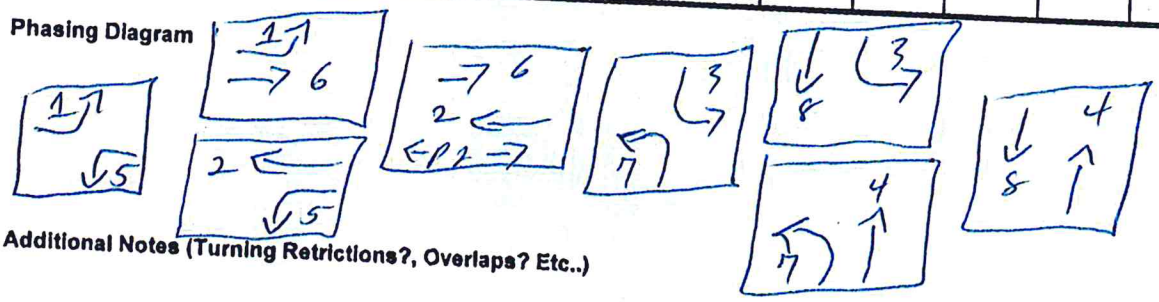
ID	Major St	Minor St	Date	Technician
7	SW 60th Ave	SW 38th ST	8-6-13	Mike Roberson

Basic Timing

PHASE	Φ1	Φ2	Φ3	Φ4	Φ5	Φ6	Φ7	Φ8
MIN GRN	7	25	5	10	7	25	5	10
GAP EXT	3	3	3	3	3	3	3	3
MAX 1	20	50	10	20	20	50	10	20
MAX 2	3.7	4.8	3.7	4.8	3.7	4.8	3.7	4.8
YEL CLR	~~4.3~~	~~4.3~~	~~4.3~~	~~4.3~~	~~4.3~~	~~4.3~~	~~4.3~~	~~4.3~~
RED CLR	21	21	21	12	12	12	12	12
WALK		7						
PED CLR		18						
MIN RECALL		✓						
MAX RECALL						✓		
PED RECALL								
NON-LOCK CALLS	✓		✓	✓	✓		✓	✓
DUAL ENTRY				✓				✓
REST IN WALK								

REVISED 12/30/13 B.R.S.

Phasing Diagram



Additional Notes (Turning Retrictions?, Overlaps? Etc..)

Coordination

Yes (No)

Split	Movement Number								COMMENTS
	1	2	3	4	5	6	7	8	
1									AM Peak
2									MD PeaK
3									PM Peak

Time Patterns for Coordination

Station : 70 - SR 200 & SW 38 CT (Standard File)

Phase [1.1.1]

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Walk		7				7		7								
Ped Clearance		24				25		38								
Min Green	7	20	7	7	7	20	7	7								
Passage	3	3	3	3	3	3	3	3								
Max1	20	55	25	33	20	54	33	25								
Max2	27	84	29	20	33	74	26	20								
Yellow	4.8	4.8	3.7	3.7	4.8	4.8	3.7	3.7								
Red	2.6	2	2.4	3.5	2.6	2	2.1	3.6								
Red Revert																
Added Initial																
Max Initial																
Time Before Reduce																
Cars Before Reduce																
Time To Reduce																
Reduce By																
Min Gap																
Dynamic Max Limit																
Dynamic Max Step																
Auto Exit		ON				ON										
Rest In Walk		ON				ON										

Phase Option [1.1.2]

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Enable	ON	ON	ON	ON	ON	ON	ON	ON								
Auto Entry				ON				ON								
Non Act1																
Non Act2																
Lock Call	ON	ON	ON		ON	ON	ON									
Min Recall		ON				ON										
Max Recall																
Ped Recall																
Soft Recall																
Dual Entry		ON		ON		ON		ON								
Sim Gap Enable																
Guar Passage																
Cond Service																
Add Init Calc																

Alternate Phase Program 1, Calls and Redirection [1.1.6.3]

	Entry	Call Phases	From	To	From	To	From	To	From	To	Assigned Ph
1											
2											
3											
4											
5											
6											
7											
8											

Alternate Phase Program 2, Calls and Redirection [1.1.6.3]

	Entry	Call Phases	From	To	From	To	From	To	From	To	Assigned Ph
1											
2											
3											
4											
5											
6											
7											
8											

Alternate Phase Program 1, Interval Times [1.1.6.1]

	Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1											
2											
3											
4											
5											
6											
7											
8											

Alternate Phase Program 2, Interval Times [1.1.6.1]

	Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1											
2											
3											
4											
5											
6											
7											
8											

Prepared By	Date Implemented	Reviewed By	Traffic Engineer

City of Ocala Timing Sheet 12/29/2016 9:01:28 AM

Station : 70 - SR 200 & SW 38 CT (Standard File)

Unit Parameters [1.2.1]

Start	Auto	Back	Red	Cons	Tone	Feat	Phas	Dian	SDL	TS2	Cycl	Max	Max	Max	Enal	Loca	Start	Disa	Yell	Omit	Free

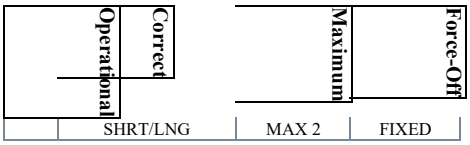
Station : 70 - SR 200 & SW 38 CT (Standard File)

Preemption Times+[3.4]/Overlaps+[3.5]/Options+[3.6]

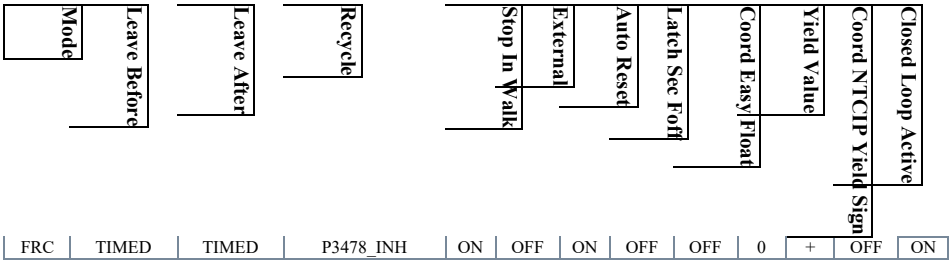
Preempt	1	2	3	4	5	6
Enable						
Type	EMERG	EMERG	EMERG	EMERG	EMERG	EMERG
Skip Track						
Volt Mon Flash						
Coord in Preempt						
Max2						
Return Max/Min	MAX	MAX	MAX	MAX	MAX	MAX
Extend Dwell						
Pattern						
Output Mode	TS2	TS2	TS2	TS2	TS2	TS2
Track Over 1						
Track Over 2						
Track Over 3						
Track Over 4						
Track Over 5						
Track Over 6						
Track Over 7						
Track Over 8						
Track Over 9						
Track Over 10						
Track Over 11						
Track Over 12						
Dwell Over 1						
Dwell Over 2						
Dwell Over 3						
Dwell Over 4						
Dwell Over 5						
Dwell Over 6						
Dwell Over 7						
Dwell Over 8						
Dwell Over 9						
Dwell Over 10						
Dwell Over 11						
Dwell Over 12						
Ped Clear						
Yellow						
Red						
Return Min/Max						
Delay Inh						
Exit Time						
All Red B4						

Coordination, Modes,+ [2.1]

Modes



Modes+



Coordination, Pattern 1-16 [2.1]

Pattern	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Cycle Time	140	150	160	110	160											
Offset Time	53	79	88	12	39											
Split Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Seq Number	9	11	9	10	11	1	1	1	1	1	1	1	1	1	1	1
Offset	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn

Coordination, Pattern 17-32 [2.1]

Pattern	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
Cycle Time																
Offset Time																
Split Number	17	18	19	20	21	22	23	24								
Seq Number	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Offset	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn	endgrn

Station : 70 - SR 200 & SW 38 CT (Standard File)

Coordination, Splits [2.7.1]

Split Table 1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	26	53	39	22	15	64	20	41								
Mode	NON	MXP	NON	NON	NON	MXP	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph		ON														

Split Table 2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	27	51	20	52	22	56	32	40								
Mode	MAX	MXP	NON	NON	NON	MXP	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph		ON														

Split Table 3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	28	79	33	20	33	74	20	33								
Mode	NON	MXP	NON	NON	NON	MXP	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph		ON														

Split Table 4	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	18	51	23	18	18	51	18	23								
Mode	NON	MXP	NON	NON	MAX	MXP	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph						ON										

Split Table 5	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	27	61	20	52	22	66	32	40								
Mode	MAX	MXP	NON	NON	NON	MXP	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph		ON														

Split Table 6	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 7	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 8	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 9	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 10	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 11	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Split Table 12	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph																

Appendix E: Intersection Volume Development Worksheets

INTERSECTION VOLUME DEVELOPMENT
SW 60th Ave @ SW 20th St
PM Peak Hour

Case	SW 60th Ave Northbound			SW 60th Ave Southbound			SW 20th St Eastbound			SW 20th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	2	456	205	123	709	0	0	0	1	342	0	217
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	2	461	207	124	716	0	0	0	1	345	0	219
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	3	592	266	159	920	0	0	0	1	443	0	281
Reserved Trips												
Heathbrook (remaining unbuilt)	0	28	9	0	26	0	0	0	0	9	0	0
Trinity Lane/Red Oak PUD	0	70	0	0	66	0	0	0	0	0	0	0
Grand Oaks Town Center remaining	0	0	0	0	0	0	0	0	0	0	0	0
Broadmoor Oaks	0	10	0	0	8	0	0	0	0	0	0	0
Paddock Ridge East	0	0	0	1	0	0	0	0	0	0	0	3
Paddock Ridge West	0	0	0	3	0	0	0	0	0	0	0	7
On Top of the World	0	42	42	0	61	0	0	0	0	61	0	0
Winding Oaks PD	0	66	19	0	57	0	0	0	0	16	0	0
Reserved Trips	0	216	70	4	218	0	0	0	0	86	0	10
2037 Non-Project Traffic	3	808	336	163	1,138	0	0	0	1	529	0	291
Project Assignment	0.0%	0.0%	33.0%	19.0%	0.0%	0.0%	0.0%	0.0%	0.0%	33.0%	0.0%	19.0%
	--	--	IN	IN	--	--	--	--	--	OUT	--	OUT
Project Traffic (Net New Trips)	0	0	95	55	0	0	0	0	0	77	0	44
Total Build-Out Volumes	3	808	431	218	1,138	0	0	0	1	606	0	335

K:\OCA_Civil\142742000 - Wintergreen PD TIA\calcs\[TIA-CG_Calcs_180307.xlsx]RAW TMCs *3/20/2018*

Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
SW 54th Ct @ SW 20th St
PM Peak Hour

Case	SW 54th Ct Northbound			SW 54th Ct Southbound			SW 20th St Eastbound			SW 20th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	0	0	0	14	0	17	22	336	0	2	579	35
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	0	0	0	14	0	17	22	339	0	2	585	35
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	0	0	0	18	0	22	28	436	0	3	752	45
Reserved Trips												
Heathbrook (remaining unbuilt)	0	0	0	0	0	0	0	9	0	0	9	0
Trinity Lane/Red Oak PUD	0	0	0	0	0	0	0	13	0	0	14	0
Grand Oaks Town Center remaining	0	0	0	0	0	0	0	0	0	0	0	0
Broadmoor Oaks	0	0	0	0	0	0	0	0	0	0	0	0
Paddock Ridge East	0	0	0	0	0	0	0	1	0	0	3	0
Paddock Ridge West	0	0	0	0	0	0	0	3	0	0	7	0
On Top of the World	0	0	0	0	0	0	0	70	0	0	102	0
Winding Oaks PD	0	0	0	0	0	0	0	9	0	0	8	0
Reserved Trips	0	0	0	0	0	0	0	105	0	0	143	0
2037 Non-Project Traffic	0	0	0	18	0	22	28	541	0	3	895	45
Project Assignment	45.5%	0.9%	24.5%	0.3%	0.7%	0.0%	0.0%	22.8%	29.8%	46.4%	7.3%	0.0%
	OUT	OUT	OUT	IN	IN	--	--	IN	IN	IN	OUT	--
Project Traffic (Net New Trips)	106	2	57	1	2	0	0	66	86	134	17	0
Pass-By Traffic	23	0	5	0	0	0	0	14	10	31	-24	0
Total Build-Out Volumes	129	2	62	19	2	22	28	621	96	168	888	45

K:\OCA_Civil\142742000 - Wintergreen PD TIA\calcs\[TIA-CG_Calcs_180307.xlsx]RAW TMCs *3/20/2018*

Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
SW 38th Ave @ SW 20th St
AM Peak Hour

Case	SW 38th Ave Northbound			SW 38th Ave Southbound			SW 20th St Eastbound			SW 20th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	38	73	159	57	24	18	35	551	32	79	308	130
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	38	74	161	58	24	18	35	557	32	80	311	131
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	49	95	207	75	31	23	45	716	41	103	400	168
Reserved Trips												
Heathbrook (remaining unbuilt)	4	2	6	0	1	0	0	0	3	4	0	0
Trinity Lane/Red Oak PUD	5	21	5	0	21	0	0	0	5	5	0	0
Grand Oaks Town Center remaining	1	1	1	0	1	0	0	0	1	1	0	0
Broadmoor Oaks	2	9	35	0	11	0	0	0	2	42	0	0
Paddock Ridge East	1	0	0	0	0	0	0	0	2	0	0	0
Paddock Ridge West	1	0	0	0	0	0	0	0	5	0	0	0
On Top of the World	0	0	0	0	0	9	18	36	0	0	19	0
Winding Oaks PD	0	2	0	0	3	0	0	0	0	0	0	0
Reserved Trips	14	35	47	0	37	9	18	36	18	52	19	0
2037 Non-Project Traffic	63	130	254	75	68	32	63	752	59	155	419	168
Project Assignment	0.0%	0.0%	0.0%	0.0%	0.0%	6.0%	6.0%	29.0%	0.0%	0.0%	29.0%	0.0%
	--	--	--	--	--	IN	OUT	OUT	--	--	IN	--
Project Traffic (Net New Trips)	0	0	0	0	0	9	16	76	0	0	44	0
Total Build-Out Volumes	63	130	254	75	68	41	79	828	59	155	463	168

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Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
SW 43rd Ct @ SW 20th St
PM Peak Hour

Case	SW 43rd Ct Northbound			SW 44th Ave Southbound			SW 20th St Eastbound			SW 20th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	0	0	0	65	0	115	32	445	0	3	604	21
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	0	0	0	66	0	116	32	449	0	3	610	21
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	0	0	0	85	0	149	41	577	0	4	784	27
Reserved Trips												
Heathbrook (remaining unbuilt)	0	0	0	0	0	0	0	9	0	0	9	0
Trinity Lane/Red Oak PUD	0	0	0	0	0	0	0	13	0	0	14	0
Grand Oaks Town Center remaining	0	0	0	0	0	0	0	0	0	0	0	0
Broadmoor Oaks	0	0	0	0	0	0	0	0	0	0	0	0
Paddock Ridge East	0	0	0	0	0	0	0	1	0	0	3	0
Paddock Ridge West	0	0	0	0	0	0	0	3	0	0	7	0
On Top of the World	0	0	0	0	0	0	0	56	0	0	82	0
Winding Oaks PD	0	0	0	0	0	8	9	0	0	0	0	0
Reserved Trips	0	0	0	0	0	8	9	82	0	0	115	0
2037 Non-Project Traffic	0	0	0	85	0	157	50	659	0	4	899	27
Project Assignment	0.0%	0.0%	0.0%	0.0%	0.0%	8.0%	8.0%	36.0%	0.0%	0.0%	36.0%	0.0%
	--	--	--	--	--	IN	OUT	OUT	--	--	IN	--
Project Traffic (Net New Trips)	0	0	0	0	0	23	19	84	0	0	104	0
Total Build-Out Volumes	0	0	0	85	0	180	69	743	0	4	1,003	27

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Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
SW 38th Ave @ SW 20th St
AM Peak Hour

Case	SW 38th Ave Northbound			SW 38th Ave Southbound			SW 20th St Eastbound			SW 20th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	38	73	159	57	24	18	35	551	32	79	308	130
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	38	74	161	58	24	18	35	557	32	80	311	131
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	49	95	207	75	31	23	45	716	41	103	400	168
Reserved Trips												
Heathbrook (remaining unbuilt)	4	2	6	0	1	0	0	0	3	4	0	0
Trinity Lane/Red Oak PUD	5	21	5	0	21	0	0	0	5	5	0	0
Grand Oaks Town Center remaining	1	1	1	0	1	0	0	0	1	1	0	0
Broadmoor Oaks	2	9	35	0	11	0	0	0	2	42	0	0
Paddock Ridge East	1	0	0	0	0	0	0	0	2	0	0	0
Paddock Ridge West	1	0	0	0	0	0	0	0	5	0	0	0
On Top of the World	0	0	0	0	0	9	18	36	0	0	19	0
Winding Oaks PD	0	2	0	0	3	0	0	0	0	0	0	0
Reserved Trips	14	35	47	0	37	9	18	36	18	52	19	0
2037 Non-Project Traffic	63	130	254	75	68	32	63	752	59	155	419	168
Project Assignment	0.0%	0.0%	0.0%	0.0%	0.0%	6.0%	6.0%	29.0%	0.0%	0.0%	29.0%	0.0%
	--	--	--	--	--	IN	OUT	OUT	--	--	IN	--
Project Traffic (Net New Trips)	0	0	0	0	0	9	16	76	0	0	44	0
Total Build-Out Volumes	63	130	254	75	68	41	79	828	59	155	463	168

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Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
SW 38th Ave @ SW 20th St
PM Peak Hour

Case	SW 38th Ave Northbound			SW 38th Ave Southbound			SW 20th St Eastbound			SW 20th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	44	51	136	185	114	44	10	368	45	151	569	58
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	44	52	137	187	115	44	10	372	45	153	575	59
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	57	67	176	240	148	57	13	478	58	197	739	76
Reserved Trips												
Heathbrook (remaining unbuilt)	1	1	14	0	2	0	0	0	2	13	0	0
Trinity Lane/Red Oak PUD	7	28	7	0	26	0	0	0	7	7	0	0
Grand Oaks Town Center remaining	1	1	1	0	1	0	0	0	1	1	0	0
Broadmoor Oaks	5	13	46	0	10	0	0	0	4	37	0	0
Paddock Ridge East	3	0	0	0	0	0	0	0	1	0	0	0
Paddock Ridge West	7	0	0	0	0	0	0	0	3	0	0	0
On Top of the World	0	0	0	0	0	20	14	28	0	0	41	0
Winding Oaks PD	0	9	0	0	8	0	0	0	0	0	0	0
Reserved Trips	24	52	68	0	47	20	14	28	18	58	41	0
2037 Non-Project Traffic	81	119	244	240	195	77	27	506	76	255	780	76
Project Assignment	0.0%	0.0%	0.0%	0.0%	0.0%	6.0%	6.0%	29.0%	0.0%	0.0%	29.0%	0.0%
	--	--	--	--	--	IN	OUT	OUT	--	--	IN	--
Project Traffic (Net New Trips)	0	0	0	0	0	17	14	68	0	0	84	0
Total Build-Out Volumes	81	119	244	240	195	94	41	574	76	255	864	76

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Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
College of Central FL @ SW 20th St
PM Peak Hour

Case	College of Central FL Northbound			SW 31st Ave Southbound			SW 20th St Eastbound			SW 20th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	44	48	92	59	72	78	29	468	49	84	452	60
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	44	48	93	60	73	79	29	473	49	85	457	61
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	57	62	120	77	94	102	37	608	63	109	587	78
Reserved Trips												
Heathbrook (remaining unbuilt)	0	0	0	0	0	0	0	17	0	0	14	0
Trinity Lane/Red Oak PUD	0	0	0	0	0	0	0	7	0	0	7	0
Grand Oaks Town Center remaining	0	0	0	0	0	0	0	1	0	0	1	0
Broadmoor Oaks	0	0	0	0	0	0	0	46	0	0	37	0
Paddock Ridge East	0	0	0	0	0	0	0	0	0	0	0	0
Paddock Ridge West	0	0	0	0	0	0	0	0	0	0	0	0
On Top of the World	0	0	0	0	0	0	0	14	0	0	20	0
Winding Oaks PD	0	0	0	0	0	0	0	0	0	0	0	0
Reserved Trips	0	0	0	0	0	0	0	85	0	0	79	0
2037 Non-Project Traffic	57	62	120	77	94	102	37	693	63	109	666	78
Project Assignment	1.0%	0.0%	0.0%	0.0%	0.0%	1.0%	1.0%	19.0%	1.0%	0.0%	19.0%	0.0%
	IN	--	--	--	--	IN	OUT	OUT	OUT	--	IN	--
Project Traffic (Net New Trips)	3	0	0	0	0	3	2	44	2	0	55	0
Total Build-Out Volumes	60	62	120	77	94	105	39	737	65	109	721	78

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0.120044 0.085903

Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
SW 27th Ave @ SW 20th St
PM Peak Hour

Case	SW 27th Ave Northbound			SW 27th Ave Southbound			SW 20th St Eastbound			SW 20th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	186	511	17	50	580	214	214	263	216	13	210	59
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	188	516	17	51	586	216	216	266	218	13	212	60
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	242	663	22	66	753	278	278	342	280	17	272	77
Reserved Trips												
Heathbrook (remaining unbuilt)	14	43	0	0	61	0	0	0	20	0	0	0
Trinity Lane/Red Oak PUD	14	56	0	0	53	0	0	0	13	0	0	0
Grand Oaks Town Center remaining	2	8	0	0	9	0	0	0	2	0	0	0
Broadmoor Oaks	5	17	0	0	9	0	0	0	2	0	0	0
Paddock Ridge East	0	3	0	0	1	0	0	0	0	0	0	0
Paddock Ridge West	1	7	0	0	3	0	0	0	0	0	0	0
On Top of the World	0	0	0	0	0	0	0	7	0	0	10	0
Winding Oaks PD	0	9	0	0	8	0	0	0	0	0	0	0
Reserved Trips	36	143	0	0	144	0	0	7	37	0	10	0
2037 Non-Project Traffic	278	806	22	66	897	278	278	349	317	17	282	77
Project Assignment	4.0%	0.0%	0.0%	0.0%	0.0%	7.0%	7.0%	8.0%	4.0%	0.0%	8.0%	0.0%
	IN	--	--	--	--	IN	OUT	OUT	OUT	--	IN	--
Project Traffic (Net New Trips)	12	0	0	0	0	20	16	19	9	0	23	0
Total Build-Out Volumes	290	806	22	66	897	298	294	368	326	17	305	77

K:\OCA_Civil\142742000 - Wintergreen PD TIA\calcs\[TIA-CG_Calcs_180307.xlsx]Int. 2 *3/20/2018*

Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
SW 60th Ave @ SW 38th St
PM Peak Hour

Case	SW 60th Ave Northbound			SW 60th Ave Southbound			SW 38th St Eastbound			SW 38th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	84	469	40	102	683	144	135	200	129	49	161	108
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	85	474	40	103	690	145	136	202	130	49	163	109
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	109	609	51	132	887	186	175	260	167	63	209	140
Reserved Trips												
Heathbrook (remaining unbuilt)	0	37	9	0	34	0	0	0	0	9	0	0
Trinity Lane/Red Oak PUD	28	42	0	13	40	0	0	0	26	0	0	14
Grand Oaks Town Center remaining	0	0	4	0	0	0	0	4	0	3	3	0
Broadmoor Oaks	0	5	0	5	4	0	0	10	0	0	13	5
Paddock Ridge East	0	0	1	0	0	0	0	1	0	3	3	0
Paddock Ridge West	0	0	3	0	0	0	0	3	0	7	7	0
On Top of the World	0	0	0	0	0	123	83	56	0	0	82	0
Winding Oaks PD	28	85	0	0	74	0	0	0	25	0	0	0
Reserved Trips	56	169	17	18	152	123	83	74	51	22	108	19
2037 Non-Project Traffic	165	778	68	150	1,039	309	258	334	218	85	317	159
Project Assignment	0.0%	19.0%	0.0%	12.0%	19.0%	2.0%	2.0%	0.0%	0.0%	0.0%	0.0%	12.0%
	--	IN	--	OUT	OUT	OUT	IN	--	--	--	--	IN
Project Traffic (Net New Trips)	0	55	0	28	44	5	6	0	0	0	0	35
Total Build-Out Volumes	165	833	68	178	1,083	314	264	334	218	85	317	194

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Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
SW 43rd Ct @ SW 40th St
PM Peak Hour

Case	SW 43rd Ct Northbound			SW 44th Ave Southbound			SW 40th St Eastbound			SW 40th St Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	36	14	18	52	17	31	30	267	16	15	332	58
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	36	14	18	53	17	31	30	270	16	15	335	59
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	46	18	23	68	22	40	39	347	21	19	430	76
Reserved Trips												
Heathbrook (remaining unbuilt)	0	0	0	0	0	0	0	19	0	0	13	0
Trinity Lane/Red Oak PUD	0	0	0	0	0	0	0	13	0	0	14	0
Grand Oaks Town Center remaining	0	0	0	7	0	0	0	8	0	0	6	6
Broadmoor Oaks	0	0	0	0	0	0	0	19	0	0	23	0
Paddock Ridge East	0	0	0	0	0	0	0	0	0	0	1	0
Paddock Ridge West	0	0	0	0	0	0	0	1	0	0	2	1
On Top of the World	0	0	0	0	0	0	0	28	0	0	41	0
Winding Oaks PD	0	0	0	8	0	0	0	0	0	0	0	9
Reserved Trips	0	0	0	15	0	0	0	88	0	0	100	16
2037 Non-Project Traffic	46	18	23	83	22	40	39	435	21	19	530	92
Project Assignment	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	11.0%	0.0%	0.0%	11.0%	0.0%
	--	--	--	--	--	--	--	OUT	--	--	IN	--
Project Traffic (Net New Trips)	0	0	0	0	0	0	0	26	0	0	32	0
Total Build-Out Volumes	46	18	23	83	22	40	39	461	21	19	562	92

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Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

INTERSECTION VOLUME DEVELOPMENT
SW 38th Ct @ SR 200
PM Peak Hour

Case	SW 38th Ct Northbound			SW 38th Ct Southbound			SR 200 Eastbound			SR 200 Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2/20/18 Observed Volumes	55	34	112	359	60	187	194	1,257	72	147	1,564	365
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
2018 Peak Season Volumes	56	34	113	363	61	189	196	1,270	73	148	1,580	369
Growth Factor	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29
2037 Peak Season Volumes	72	44	145	466	78	243	252	1,632	94	190	2,030	474
Reserved Trips												
Heathbrook (remaining unbuilt)	0	0	0	0	0	15	10	200	0	0	185	0
Trinity Lane/Red Oak PUD	0	0	0	0	0	53	56	32	0	0	31	0
Grand Oaks Town Center remaining	0	0	0	0	0	20	22	32	0	0	31	0
Broadmoor Oaks	0	0	0	59	0	19	40	0	0	19	29	32
Paddock Ridge East	0	0	0	0	0	1	2	7	0	0	3	0
Paddock Ridge West	0	0	0	0	0	2	4	18	0	0	7	0
On Top of the World	0	0	0	0	0	0	0	75	0	0	110	0
Winding Oaks PD	0	0	0	0	0	8	9	142	0	0	123	0
Reserved Trips	0	0	0	59	0	118	143	506	0	19	519	32
2037 Non-Project Traffic	72	44	145	525	78	361	395	2,138	94	209	2,549	506
Project Assignment	0.0%	0.0%	0.0%	5.0%	0.0%	6.0%	6.0%	0.0%	0.0%	0.0%	0.0%	5.0%
	--	--	--	OUT	--	OUT	IN	--	--	--	--	IN
Project Traffic (Net New Trips)	0	0	0	12	0	14	17	0	0	0	0	14
Total Build-Out Volumes	72	44	145	537	78	375	412	2,138	94	209	2,549	520

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Raw-To-Peak Season Factor: 1.01
Applied Growth Rate: 1.50%
Existing Year 2018
Build-Out Year: 2037
Growth Factor: 1.29

Appendix F: Synchro Output

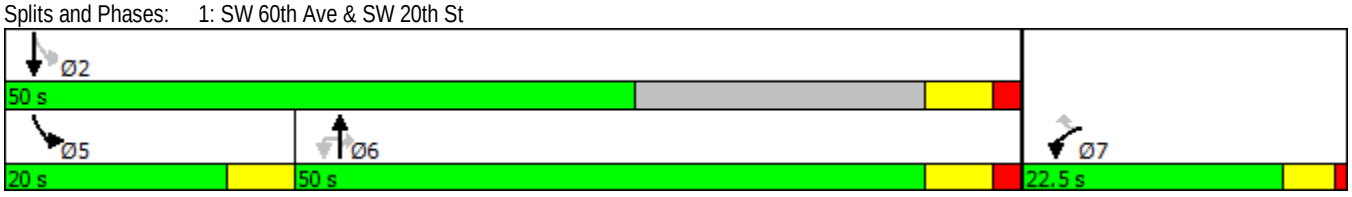
PM Peak Hour Existing Traffic Conditions

Lane Group	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (vph)	345	219	2	461	207	124	716
Future Volume (vph)	345	219	2	461	207	124	716
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Heavy Vehicles (%)	2%	2%	3%	3%	3%	2%	2%
Adj. Flow (vph)	388	246	2	518	233	139	804
Shared Lane Traffic (%)							
Lane Group Flow (vph)	388	246	2	518	233	139	804
Turn Type	Prot	Perm	Perm	NA	Perm	pm+pt	NA
Protected Phases	7			6		5	2
Permitted Phases		7	6		6	2	
Detector Phase	7	7	6	6	6	5	2
Switch Phase							
Minimum Initial (s)	5.0	5.0	15.0	15.0	15.0	10.0	15.0
Minimum Split (s)	22.5	22.5	21.7	21.7	21.7	14.7	21.7
Total Split (s)	22.5	22.5	50.0	50.0	50.0	20.0	50.0
Total Split (%)	24.3%	24.3%	54.1%	54.1%	54.1%	21.6%	54.1%
Yellow Time (s)	3.5	3.5	4.7	4.7	4.7	4.7	4.7
All-Red Time (s)	1.0	1.0	2.0	2.0	2.0	0.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	6.7	6.7	6.7	4.7	6.7
Lead/Lag			Lag	Lag	Lag	Lead	
Lead-Lag Optimize?			Yes	Yes	Yes	Yes	
Recall Mode	None	None	Min	Min	Min	None	Min
v/c Ratio	0.69	0.37	0.01	0.51	0.38	0.26	0.47
Control Delay	28.5	4.9	16.0	20.2	4.9	7.8	10.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	28.5	4.9	16.0	20.2	4.9	7.8	10.4
Queue Length 50th (ft)	122	0	1	84	0	22	88
Queue Length 95th (ft)	#278	46	5	128	42	43	121
Internal Link Dist (ft)	2558			6545			3224
Turn Bay Length (ft)			185		295	190	
Base Capacity (vph)	559	668	488	2665	1248	637	3502
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.69	0.37	0.00	0.19	0.19	0.22	0.23

Intersection Summary

Cycle Length: 92.5
Actuated Cycle Length: 58
Natural Cycle: 60
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 1: SW 60th Ave & SW 20th St



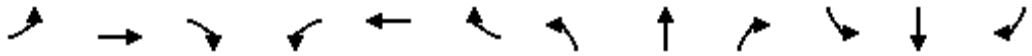
Movement	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (veh/h)	345	219	2	461	207	124	716
Future Volume (veh/h)	345	219	2	461	207	124	716
Number	7	14		6	16	5	2
Initial Q (Qb), veh	0	0		0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00			1.00	1.00	
Parking Bus, Adj	1.00	1.00		1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863		1845	1845	1863	1863
Adj Flow Rate, veh/h	388	101		518	163	139	804
Adj No. of Lanes	1	1		2	1	1	2
Peak Hour Factor	0.89	0.89		0.89	0.89	0.89	0.89
Percent Heavy Veh, %	2	2		3	3	2	2
Cap, veh/h	447	399		1170	523	551	1989
Arrive On Green	0.25	0.25		0.33	0.33	0.15	0.56
Sat Flow, veh/h	1774	1583		3597	1568	1774	3632
Grp Volume(v), veh/h	388	101		518	163	139	804
Grp Sat Flow(s),veh/h/ln	1774	1583		1752	1568	1774	1770
Q Serve(g_s), s	12.6	3.1		7.0	4.7	2.5	7.7
Cycle Q Clear(g_c), s	12.6	3.1		7.0	4.7	2.5	7.7
Prop In Lane	1.00	1.00			1.00	1.00	
Lane Grp Cap(c), veh/h	447	399		1170	523	551	1989
V/C Ratio(X)	0.87	0.25		0.44	0.31	0.25	0.40
Avail Cap(c_a), veh/h	531	474		2522	1128	736	2547
HCM Platoon Ratio	1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	21.5	18.0		15.7	14.9	8.4	7.5
Incr Delay (d2), s/veh	12.6	0.3		0.3	0.3	0.2	0.1
Initial Q Delay(d3),s/veh	0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	7.7	1.4		3.4	2.0	1.2	3.7
LnGrp Delay(d),s/veh	34.2	18.3		15.9	15.2	8.7	7.6
LnGrp LOS	C	B		B	B	A	A
Approach Vol, veh/h	489			681			943
Approach Delay, s/veh	30.9			15.8			7.8
Approach LOS	C			B			A

Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4	5	6		
Phs Duration (G+Y+Rc), s		40.5		19.7	13.7	26.8		
Change Period (Y+Rc), s		6.7		4.5	4.7	6.7		
Max Green Setting (Gmax), s		43.3		18.0	15.3	43.3		
Max Q Clear Time (g_c+I1), s		9.7		14.6	4.5	9.0		
Green Ext Time (p_c), s		11.1		0.6	0.2	11.1		

Intersection Summary	
HCM 2010 Ctrl Delay	15.7
HCM 2010 LOS	B

Notes

User approved ignoring U-Turning movement.



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	22	339	0	2	585	35	0	0	0	14	0	17
Future Volume (vph)	22	339	0	2	585	35	0	0	0	14	0	17
Peak Hour Factor	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84
Heavy Vehicles (%)	1%	1%	1%	2%	2%	2%	0%	0%	0%	3%	3%	3%
Adj. Flow (vph)	26	404	0	2	696	42	0	0	0	17	0	20
Shared Lane Traffic (%)												
Lane Group Flow (vph)	26	404	0	0	740	0	0	0	0	0	37	0
Sign Control		Free			Free			Stop			Stop	

Intersection Summary

Control Type: Unsignalized

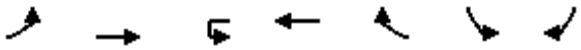
Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	22	339	0	2	585	35	0	0	0	14	0	17
Future Vol, veh/h	22	339	0	2	585	35	0	0	0	14	0	17
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	225	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	84	84	84	84	84	84	84	84	84	84	84	84
Heavy Vehicles, %	1	1	1	2	2	2	0	0	0	3	3	3
Mvmt Flow	26	404	0	2	696	42	0	0	0	17	0	20

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	738	0	0	404	0	0	809	1199	202	976	1178	369
Stage 1	-	-	-	-	-	-	456	456	-	722	722	-
Stage 2	-	-	-	-	-	-	353	743	-	254	456	-
Critical Hdwy	4.12	-	-	4.14	-	-	7.5	6.5	6.9	7.56	6.56	6.96
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	6.56	5.56	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	6.56	5.56	-
Follow-up Hdwy	2.21	-	-	2.22	-	-	3.5	4	3.3	3.53	4.03	3.33
Pot Cap-1 Maneuver	871	-	-	1151	-	-	275	187	811	204	188	625
Stage 1	-	-	-	-	-	-	559	572	-	382	427	-
Stage 2	-	-	-	-	-	-	642	425	-	725	564	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	871	-	-	1151	-	-	259	181	811	199	182	625
Mov Cap-2 Maneuver	-	-	-	-	-	-	259	181	-	199	182	-
Stage 1	-	-	-	-	-	-	542	555	-	371	426	-
Stage 2	-	-	-	-	-	-	619	424	-	703	547	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.6	0	0	17.8
HCM LOS			A	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	-	871	-	-	1151	-	-	318
HCM Lane V/C Ratio	-	0.03	-	-	0.002	-	-	0.116
HCM Control Delay (s)	0	9.3	-	-	8.1	-	-	17.8
HCM Lane LOS	A	A	-	-	A	-	-	C
HCM 95th %tile Q(veh)	-	0.1	-	-	0	-	-	0.4



Lane Group	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	32	449	0	610	21	66	116
Future Volume (vph)	32	449	0	610	21	66	116
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	1%	1%	1%	1%	1%	2%	2%
Adj. Flow (vph)	35	493	0	670	23	73	127
Shared Lane Traffic (%)							
Lane Group Flow (vph)	35	493	0	693	0	73	127
Sign Control		Free		Free		Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Int Delay, s/veh	2.7

Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Vol, veh/h	32	449	0	610	21	66	116
Future Vol, veh/h	32	449	0	610	21	66	116
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	-	None	-	None
Storage Length	250	-	250	-	-	0	0
Veh in Median Storage, #	-	0	-	0	-	0	-
Grade, %	-	0	-	0	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91
Heavy Vehicles, %	1	1	1	1	1	2	2
Mvmt Flow	35	493	0	670	23	73	127

Major/Minor	Major1		Major2			Minor2	
Conflicting Flow All	693	0	360	-	0	999	347
Stage 1	-	-	-	-	-	682	-
Stage 2	-	-	-	-	-	317	-
Critical Hdwy	4.12	-	6.42	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.21	-	2.51	-	-	3.52	3.32
Pot Cap-1 Maneuver	905	-	853	-	-	240	649
Stage 1	-	-	-	-	-	464	-
Stage 2	-	-	-	-	-	711	-
Platoon blocked, %		-		-	-		
Mov Cap-1 Maneuver	905	-	853	-	-	231	649
Mov Cap-2 Maneuver	-	-	-	-	-	231	-
Stage 1	-	-	-	-	-	464	-
Stage 2	-	-	-	-	-	684	-

Approach	EB	WB	SB
HCM Control Delay, s	0.6	0	17.6
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	905	-	853	-	-	231	649
HCM Lane V/C Ratio	0.039	-	-	-	-	0.314	0.196
HCM Control Delay (s)	9.1	-	0	-	-	27.6	11.9
HCM Lane LOS	A	-	A	-	-	D	B
HCM 95th %tile Q(veh)	0.1	-	0	-	-	1.3	0.7

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	10	372	45	153	575	59	44	52	137	187	115	44
Future Volume (vph)	10	372	45	153	575	59	44	52	137	187	115	44
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	3%	3%	3%	2%	2%	2%
Adj. Flow (vph)	12	438	53	180	676	69	52	61	161	220	135	52
Shared Lane Traffic (%)												
Lane Group Flow (vph)	12	438	53	180	745	0	52	222	0	220	135	52
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		8
Detector Phase	1	6	6	5	2		7	4		3	8	8
Switch Phase												
Minimum Initial (s)	10.0	20.0	20.0	10.0	20.0		5.0	10.0		5.0	10.0	10.0
Minimum Split (s)	16.3	26.3	26.3	16.3	26.3		11.3	20.0		11.3	20.0	20.0
Total Split (s)	20.0	65.0	65.0	20.0	65.0		20.0	25.0		20.0	25.0	25.0
Total Split (%)	15.4%	50.0%	50.0%	15.4%	50.0%		15.4%	19.2%		15.4%	19.2%	19.2%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3		4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3		6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None		None	None	None
v/c Ratio	0.04	0.69	0.08	0.43	0.84		0.16	0.71		0.66	0.32	0.11
Control Delay	11.6	33.7	0.3	15.6	34.9		29.2	41.0		39.7	41.4	0.5
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	11.6	33.7	0.3	15.6	34.9		29.2	41.0		39.7	41.4	0.5
Queue Length 50th (ft)	3	239	0	58	356		19	75		91	67	0
Queue Length 95th (ft)	12	334	0	93	649		59	181		#221	154	0
Internal Link Dist (ft)		2796			3003			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	338	1151	1030	443	1137		430	389		350	431	469
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	0
Reduced v/c Ratio	0.04	0.38	0.05	0.41	0.66		0.12	0.57		0.63	0.31	0.11

Intersection Summary

Cycle Length: 130
Actuated Cycle Length: 100.4
Natural Cycle: 90
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	10	372	45	153	575	59	44	52	137	187	115	44
Future Volume (veh/h)	10	372	45	153	575	59	44	52	137	187	115	44
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1881	1881	1881	1900	1845	1845	1900	1863	1863	1863
Adj Flow Rate, veh/h	12	438	21	180	676	65	52	61	105	220	135	20
Adj No. of Lanes	1	1	1	1	1	0	1	1	0	1	1	1
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Percent Heavy Veh, %	1	1	1	1	1	1	3	3	3	2	2	2
Cap, veh/h	199	727	618	447	779	75	294	75	130	328	391	332
Arrive On Green	0.03	0.39	0.39	0.10	0.46	0.46	0.04	0.12	0.12	0.12	0.21	0.21
Sat Flow, veh/h	1792	1881	1599	1792	1690	163	1757	610	1050	1774	1863	1583
Grp Volume(v), veh/h	12	438	21	180	0	741	52	0	166	220	135	20
Grp Sat Flow(s),veh/h/ln	1792	1881	1599	1792	0	1853	1757	0	1659	1774	1863	1583
Q Serve(g_s), s	0.4	17.9	0.8	5.3	0.0	34.6	2.5	0.0	9.4	10.0	5.9	1.0
Cycle Q Clear(g_c), s	0.4	17.9	0.8	5.3	0.0	34.6	2.5	0.0	9.4	10.0	5.9	1.0
Prop In Lane	1.00		1.00	1.00		0.09	1.00		0.63	1.00		1.00
Lane Grp Cap(c), veh/h	199	727	618	447	0	854	294	0	205	328	391	332
V/C Ratio(X)	0.06	0.60	0.03	0.40	0.00	0.87	0.18	0.00	0.81	0.67	0.35	0.06
Avail Cap(c_a), veh/h	403	1147	975	518	0	1129	475	0	322	359	391	332
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	20.6	23.6	18.4	15.4	0.0	23.3	34.8	0.0	41.1	30.2	32.4	30.5
Incr Delay (d2), s/veh	0.1	0.8	0.0	0.6	0.0	5.8	0.3	0.0	8.1	4.2	0.5	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	9.4	0.3	2.6	0.0	18.9	1.2	0.0	4.8	5.2	3.1	0.4
LnGrp Delay(d),s/veh	20.7	24.4	18.4	16.0	0.0	29.1	35.1	0.0	49.2	34.4	32.9	30.5
LnGrp LOS	C	C	B	B		C	D		D	C	C	C
Approach Vol, veh/h		471			921			218			375	
Approach Delay, s/veh		24.1			26.5			45.8			33.7	
Approach LOS		C			C			D			C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	9.0	50.7	18.3	18.2	16.2	43.5	10.1	26.5
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	13.7	58.7	13.7	18.7	13.7	58.7	13.7	18.7
Max Q Clear Time (g_c+I1), s	2.4	36.6	12.0	11.4	7.3	19.9	4.5	7.9
Green Ext Time (p_c), s	0.0	7.8	0.1	0.5	0.2	9.1	0.1	1.3

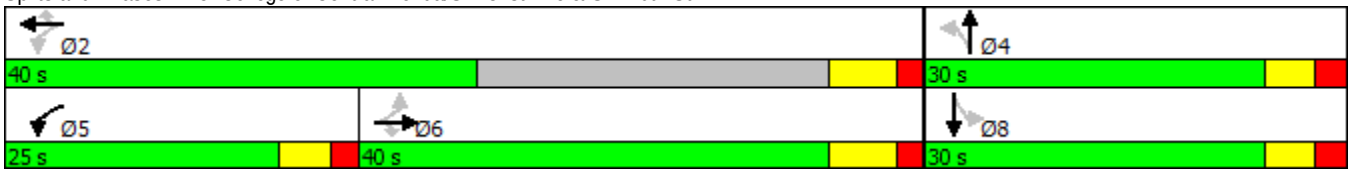
Intersection Summary	
HCM 2010 Ctrl Delay	29.4
HCM 2010 LOS	C

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	29	473	49	85	457	61	44	48	93	60	73	79
Future Volume (vph)	29	473	49	85	457	61	44	48	93	60	73	79
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	1%	1%	1%	2%	2%	2%
Adj. Flow (vph)	34	550	57	99	531	71	51	56	108	70	85	92
Shared Lane Traffic (%)												
Lane Group Flow (vph)	34	550	57	99	531	71	51	164	0	70	177	0
Turn Type	Perm	NA	Perm	pm+pt	NA	Perm	Perm	NA		Perm	NA	
Protected Phases		6		5	2			4			8	
Permitted Phases	6		6	2		2	4			8		
Detector Phase	6	6	6	5	2	2	4	4		8	8	
Switch Phase												
Minimum Initial (s)	15.0	15.0	15.0	5.0	15.0	15.0	8.0	8.0		8.0	8.0	
Minimum Split (s)	28.7	28.7	28.7	10.6	28.7	28.7	27.0	27.0		27.0	27.0	
Total Split (s)	40.0	40.0	40.0	25.0	40.0	40.0	30.0	30.0		30.0	30.0	
Total Split (%)	42.1%	42.1%	42.1%	26.3%	42.1%	42.1%	31.6%	31.6%		31.6%	31.6%	
Yellow Time (s)	4.7	4.7	4.7	3.6	4.7	4.7	3.6	3.6		3.6	3.6	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.4	2.4		2.4	2.4	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.7	6.7	6.7	5.6	6.7	6.7	6.0	6.0		6.0	6.0	
Lead/Lag	Lag	Lag	Lag	Lead								
Lead-Lag Optimize?	Yes	Yes	Yes	Yes								
Recall Mode	Min	Min	Min	None	Min	Min	None	None		None	None	
v/c Ratio	0.10	0.72	0.08	0.22	0.48	0.07	0.23	0.42		0.31	0.49	
Control Delay	13.5	22.4	1.3	5.7	8.3	1.7	27.7	15.8		29.3	23.5	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	13.5	22.4	1.3	5.7	8.3	1.7	27.7	15.8		29.3	23.5	
Queue Length 50th (ft)	8	168	0	12	88	0	17	21		23	41	
Queue Length 95th (ft)	25	299	6	29	164	12	49	72		62	103	
Internal Link Dist (ft)		3003			1127			192			432	
Turn Bay Length (ft)	150		150	350		200	200			150		
Base Capacity (vph)	528	1130	1000	745	1702	1454	526	789		526	774	
Starvation Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Reduced v/c Ratio	0.06	0.49	0.06	0.13	0.31	0.05	0.10	0.21		0.13	0.23	

Intersection Summary

Cycle Length: 95
Actuated Cycle Length: 59.7
Natural Cycle: 70
Control Type: Actuated-Uncoordinated

Splits and Phases: 5: College of Central Florida/SW 31st Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	29	473	49	85	457	61	44	48	93	60	73	79
Future Volume (veh/h)	29	473	49	85	457	61	44	48	93	60	73	79
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1881	1881	1881	1881	1881	1881	1900	1863	1863	1900
Adj Flow Rate, veh/h	34	550	38	99	531	57	51	56	81	70	85	69
Adj No. of Lanes	1	1	1	1	1	1	1	1	0	1	1	0
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Percent Heavy Veh, %	1	1	1	1	1	1	1	1	1	2	2	2
Cap, veh/h	467	759	645	389	1084	921	272	134	194	284	184	149
Arrive On Green	0.40	0.40	0.40	0.07	0.58	0.58	0.19	0.19	0.19	0.19	0.19	0.19
Sat Flow, veh/h	833	1881	1599	1792	1881	1599	1240	696	1007	1247	953	773
Grp Volume(v), veh/h	34	550	38	99	531	57	51	0	137	70	0	154
Grp Sat Flow(s),veh/h/ln	833	1881	1599	1792	1881	1599	1240	0	1703	1247	0	1726
Q Serve(g_s), s	1.4	13.6	0.8	1.6	9.2	0.9	2.1	0.0	3.9	2.9	0.0	4.3
Cycle Q Clear(g_c), s	1.4	13.6	0.8	1.6	9.2	0.9	6.4	0.0	3.9	6.8	0.0	4.3
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.59	1.00		0.45
Lane Grp Cap(c), veh/h	467	759	645	389	1084	921	272	0	329	284	0	333
V/C Ratio(X)	0.07	0.72	0.06	0.25	0.49	0.06	0.19	0.00	0.42	0.25	0.00	0.46
Avail Cap(c_a), veh/h	635	1138	968	893	1138	968	574	0	743	587	0	753
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	10.2	13.8	10.0	9.5	6.9	5.1	22.5	0.0	19.5	22.4	0.0	19.7
Incr Delay (d2), s/veh	0.1	1.3	0.0	0.3	0.3	0.0	0.3	0.0	0.8	0.4	0.0	1.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	7.3	0.4	0.8	4.8	0.4	0.7	0.0	1.9	1.0	0.0	2.1
LnGrp Delay(d),s/veh	10.3	15.2	10.1	9.8	7.2	5.2	22.8	0.0	20.3	22.9	0.0	20.7
LnGrp LOS	B	B	B	A	A	A	C		C	C		C
Approach Vol, veh/h		622			687			188			224	
Approach Delay, s/veh		14.6			7.4			21.0			21.4	
Approach LOS		B			A			C			C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4	5	6		8
Phs Duration (G+Y+Rc), s		38.4		16.6	9.5	28.9		16.6
Change Period (Y+Rc), s		6.7		6.0	5.6	6.7		6.0
Max Green Setting (Gmax), s		33.3		24.0	19.4	33.3		24.0
Max Q Clear Time (g_c+I1), s		11.2		8.4	3.6	15.6		8.8
Green Ext Time (p_c), s		7.3		1.9	0.2	6.6		1.9

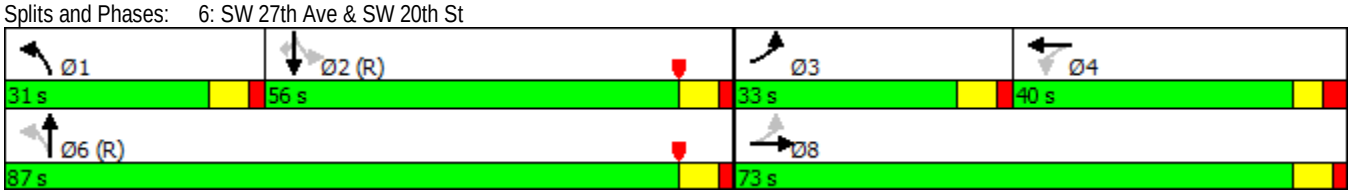
Intersection Summary	
HCM 2010 Ctrl Delay	13.3
HCM 2010 LOS	B

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	216	266	218	13	212	60	188	516	17	51	586	216
Future Volume (vph)	216	266	218	13	212	60	188	516	17	51	586	216
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Heavy Vehicles (%)	1%	1%	1%	0%	0%	0%	2%	2%	2%	1%	1%	1%
Adj. Flow (vph)	230	283	232	14	226	64	200	549	18	54	623	230
Shared Lane Traffic (%)												
Lane Group Flow (vph)	230	515	0	14	290	0	200	567	0	54	623	230
Turn Type	pm+pt	NA		Perm	NA		pm+pt	NA		Perm	NA	Perm
Protected Phases	3	8			4		1	6			2	
Permitted Phases	8			4			6			2		2
Detector Phase	3	8		4	4		1	6		2	2	2
Switch Phase												
Minimum Initial (s)	7.0	7.0		7.0	7.0		7.0	20.0		20.0	20.0	20.0
Minimum Split (s)	13.7	20.0		20.0	20.0		13.7	26.7		26.7	26.7	26.7
Total Split (s)	33.0	73.0		40.0	40.0		31.0	87.0		56.0	56.0	56.0
Total Split (%)	20.6%	45.6%		25.0%	25.0%		19.4%	54.4%		35.0%	35.0%	35.0%
Yellow Time (s)	4.7	4.7		3.6	3.6		4.7	4.7		4.7	4.7	4.7
All-Red Time (s)	2.0	2.0		3.1	3.1		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.7	6.7		6.7	6.7		6.7	6.7		6.7	6.7	6.7
Lead/Lag	Lead			Lag	Lag		Lead			Lag	Lag	Lag
Lead-Lag Optimize?	Yes			Yes	Yes		Yes			Yes	Yes	Yes
Recall Mode	None	None		None	None		None	C-Max		C-Max	C-Max	C-Max
v/c Ratio	0.76	0.81		0.12	0.86		0.47	0.29		0.15	0.41	0.28
Control Delay	53.7	53.8		54.9	85.1		22.5	19.6		34.3	34.7	5.0
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	53.7	53.8		54.9	85.1		22.5	19.6		34.3	34.7	5.0
Queue Length 50th (ft)	177	457		12	288		102	159		35	237	0
Queue Length 95th (ft)	231	557		35	393		170	225		80	343	62
Internal Link Dist (ft)		941			462			544			1105	
Turn Bay Length (ft)	350			200			300			350		400
Base Capacity (vph)	353	744		140	389		502	1987		354	1535	818
Starvation Cap Reductn	0	0		0	0		0	0		0	0	0
Spillback Cap Reductn	0	0		0	0		0	0		0	0	0
Storage Cap Reductn	0	0		0	0		0	0		0	0	0
Reduced v/c Ratio	0.65	0.69		0.10	0.75		0.40	0.29		0.15	0.41	0.28

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 30 (19%), Referenced to phase 2:SBTL and 6:NBTL, Start of Yellow
Natural Cycle: 75
Control Type: Actuated-Coordinated

Splits and Phases: 6: SW 27th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	216	266	218	13	212	60	188	516	17	51	586	216
Future Volume (veh/h)	216	266	218	13	212	60	188	516	17	51	586	216
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1900	1900	1900	1900	1863	1863	1900	1881	1881	1881
Adj Flow Rate, veh/h	230	283	211	14	226	54	200	549	17	54	623	124
Adj No. of Lanes	1	1	0	1	1	0	1	2	0	1	2	1
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	1	1	1	0	0	0	2	2	2	1	1	1
Cap, veh/h	288	337	251	114	264	63	424	2032	63	441	1664	745
Arrive On Green	0.12	0.34	0.34	0.18	0.18	0.18	0.07	0.58	0.58	0.47	0.47	0.47
Sat Flow, veh/h	1792	1002	747	917	1483	354	1774	3505	108	850	3574	1599
Grp Volume(v), veh/h	230	0	494	14	0	280	200	277	289	54	623	124
Grp Sat Flow(s),veh/h/ln	1792	0	1749	917	0	1837	1774	1770	1844	850	1787	1599
Q Serve(g_s), s	16.3	0.0	41.8	2.3	0.0	23.7	9.1	12.5	12.5	5.8	18.0	7.2
Cycle Q Clear(g_c), s	16.3	0.0	41.8	18.7	0.0	23.7	9.1	12.5	12.5	5.8	18.0	7.2
Prop In Lane	1.00		0.43	1.00		0.19	1.00		0.06	1.00		1.00
Lane Grp Cap(c), veh/h	288	0	589	114	0	327	424	1026	1069	441	1664	745
V/C Ratio(X)	0.80	0.00	0.84	0.12	0.00	0.86	0.47	0.27	0.27	0.12	0.37	0.17
Avail Cap(c_a), veh/h	373	0	725	142	0	382	565	1026	1069	441	1664	745
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	46.6	0.0	49.1	69.4	0.0	63.8	20.0	16.8	16.8	24.4	27.7	24.8
Incr Delay (d2), s/veh	9.1	0.0	7.3	0.5	0.0	15.5	0.8	0.6	0.6	0.6	0.6	0.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	8.8	0.0	21.4	0.6	0.0	13.5	4.5	6.3	6.5	1.4	9.1	3.3
LnGrp Delay(d),s/veh	55.7	0.0	56.3	69.9	0.0	79.3	20.8	17.4	17.4	25.0	28.3	25.2
LnGrp LOS	E		E	E		E	C	B	B	C	C	C
Approach Vol, veh/h		724			294			766			801	
Approach Delay, s/veh		56.1			78.9			18.3			27.6	
Approach LOS		E			E			B			C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4		6		8
Phs Duration (G+Y+Rc), s	18.3	81.2	25.4	35.1		99.5		60.5
Change Period (Y+Rc), s	6.7	6.7	6.7	6.7		6.7		6.7
Max Green Setting (Gmax), s	24.3	49.3	26.3	33.3		80.3		66.3
Max Q Clear Time (g_c+I1), s	11.1	20.0	18.3	25.7		14.5		43.8
Green Ext Time (p_c), s	0.4	9.0	0.4	2.8		10.1		4.7

Intersection Summary	
HCM 2010 Ctrl Delay	38.7
HCM 2010 LOS	D

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	136	202	130	49	163	109	85	474	40	103	690	145
Future Volume (vph)	136	202	130	49	163	109	85	474	40	103	690	145
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	5%	5%	5%	2%	2%	2%	3%	3%	3%	2%	2%	2%
Adj. Flow (vph)	151	224	144	54	181	121	94	527	44	114	767	161
Shared Lane Traffic (%)												
Lane Group Flow (vph)	151	368	0	54	302	0	94	571	0	114	928	0
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA		pm+pt	NA	
Protected Phases	3	8		7	4		1	6		5	2	
Permitted Phases	8			4			6			2		
Detector Phase	3	8		7	4		1	6		5	2	
Switch Phase												
Minimum Initial (s)	5.0	10.0		5.0	10.0		7.0	25.0		7.0	25.0	
Minimum Split (s)	10.7	16.8		10.7	16.8		12.7	31.8		12.7	31.8	
Total Split (s)	10.7	20.0		10.7	20.0		20.0	50.0		20.0	50.0	
Total Split (%)	10.6%	19.9%		10.6%	19.9%		19.9%	49.7%		19.9%	49.7%	
Yellow Time (s)	3.7	4.8		3.7	4.8		3.7	4.8		3.7	4.8	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	5.7	6.8		5.7	6.8		5.7	6.8		5.7	6.8	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Recall Mode	None	None		None	None		None	Min		None	Min	
v/c Ratio	0.65	0.87		0.24	0.93		0.32	0.45		0.26	0.71	
Control Delay	40.0	56.2		24.4	68.0		11.9	20.0		10.4	23.9	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	40.0	56.2		24.4	68.0		11.9	20.0		10.4	23.9	
Queue Length 50th (ft)	54	~210		18	134		21	110		26	199	
Queue Length 95th (ft)	#135	#436		51	#338		41	160		48	273	
Internal Link Dist (ft)		3446			2567			4365			6545	
Turn Bay Length (ft)	200			310			190			185		
Base Capacity (vph)	233	421		221	325		436	1964		563	1963	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.65	0.87		0.24	0.93		0.22	0.29		0.20	0.47	

Intersection Summary

Cycle Length: 100.7
Actuated Cycle Length: 77.4
Natural Cycle: 80
Control Type: Actuated-Uncoordinated

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 7: SW 60th Ave & SW 38th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	136	202	130	49	163	109	85	474	40	103	690	145
Future Volume (veh/h)	136	202	130	49	163	109	85	474	40	103	690	145
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1810	1810	1900	1863	1863	1900	1845	1845	1900	1863	1863	1900
Adj Flow Rate, veh/h	151	224	125	54	181	93	94	527	42	114	767	143
Adj No. of Lanes	1	1	0	1	1	0	1	2	0	1	2	0
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	5	5	5	2	2	2	3	3	3	2	2	2
Cap, veh/h	221	207	116	171	197	101	319	1193	95	440	1092	204
Arrive On Green	0.06	0.19	0.19	0.04	0.17	0.17	0.08	0.36	0.36	0.08	0.37	0.37
Sat Flow, veh/h	1723	1092	610	1774	1161	597	1757	3289	262	1774	2979	555
Grp Volume(v), veh/h	151	0	349	54	0	274	94	280	289	114	456	454
Grp Sat Flow(s),veh/h/ln	1723	0	1702	1774	0	1757	1757	1752	1799	1774	1770	1765
Q Serve(g_s), s	5.0	0.0	14.8	1.9	0.0	11.9	2.5	9.4	9.5	3.0	17.1	17.1
Cycle Q Clear(g_c), s	5.0	0.0	14.8	1.9	0.0	11.9	2.5	9.4	9.5	3.0	17.1	17.1
Prop In Lane	1.00		0.36	1.00		0.34	1.00		0.15	1.00		0.31
Lane Grp Cap(c), veh/h	221	0	323	171	0	298	319	635	652	440	649	647
V/C Ratio(X)	0.68	0.00	1.08	0.32	0.00	0.92	0.29	0.44	0.44	0.26	0.70	0.70
Avail Cap(c_a), veh/h	221	0	323	207	0	298	504	973	998	620	982	980
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	27.3	0.0	31.5	25.9	0.0	31.8	15.0	18.8	18.8	13.5	21.0	21.0
Incr Delay (d2), s/veh	8.4	0.0	73.5	1.0	0.0	31.9	0.5	0.5	0.5	0.3	1.4	1.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.4	0.0	13.4	1.0	0.0	8.4	1.2	4.6	4.8	1.5	8.6	8.6
LnGrp Delay(d),s/veh	35.8	0.0	105.1	27.0	0.0	63.7	15.5	19.3	19.3	13.8	22.4	22.4
LnGrp LOS	D		F	C		E	B	B	B	B	C	C
Approach Vol, veh/h		500			328			663			1024	
Approach Delay, s/veh		84.1			57.6			18.8			21.5	
Approach LOS		F			E			B			C	

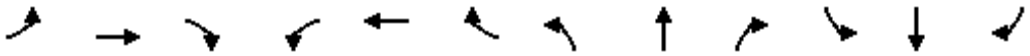
Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	11.8	35.3	10.7	20.0	12.1	35.0	9.1	21.6
Change Period (Y+Rc), s	* 5.7	6.8	* 5.7	6.8	* 5.7	6.8	* 5.7	6.8
Max Green Setting (Gmax), s	* 14	43.2	* 5	13.2	* 14	43.2	* 5	13.2
Max Q Clear Time (g_c+I1), s	4.5	19.1	7.0	13.9	5.0	11.5	3.9	16.8
Green Ext Time (p_c), s	0.1	9.4	0.0	0.0	0.2	10.4	0.0	0.0

Intersection Summary	
HCM 2010 Ctrl Delay	37.9
HCM 2010 LOS	D

Notes

User approved ignoring U-Turning movement.

* HCM 2010 computational engine requires equal clearance times for the phases crossing the barrier.



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	30	270	16	15	335	59	36	14	18	53	17	31
Future Volume (vph)	30	270	16	15	335	59	36	14	18	53	17	31
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles (%)	4%	4%	4%	2%	2%	2%	0%	0%	0%	4%	4%	4%
Adj. Flow (vph)	31	278	16	15	345	61	37	14	19	55	18	32
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	325	0	0	421	0	0	70	0	0	105	0
Sign Control		Stop			Stop			Stop			Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Intersection Delay, s/veh	12.5
Intersection LOS	B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	30	270	16	15	335	59	36	14	18	53	17	31
Future Vol, veh/h	30	270	16	15	335	59	36	14	18	53	17	31
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles, %	4	4	4	2	2	2	0	0	0	4	4	4
Mvmt Flow	31	278	16	15	345	61	37	14	19	55	18	32
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay	12.2	13.7	9.7	10.1
HCM LOS	B	B	A	B

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	53%	9%	4%	52%
Vol Thru, %	21%	85%	82%	17%
Vol Right, %	26%	5%	14%	31%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	68	316	409	101
LT Vol	36	30	15	53
Through Vol	14	270	335	17
RT Vol	18	16	59	31
Lane Flow Rate	70	326	422	104
Geometry Grp	1	1	1	1
Degree of Util (X)	0.115	0.456	0.554	0.169
Departure Headway (Hd)	5.884	5.041	4.842	5.847
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	611	720	751	615
Service Time	3.907	3.041	2.842	3.868
HCM Lane V/C Ratio	0.115	0.453	0.562	0.169
HCM Control Delay	9.7	12.2	13.7	10.1
HCM Lane LOS	A	B	B	B
HCM 95th-tile Q	0.4	2.4	3.4	0.6

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	196	1270	73	148	1580	369	56	34	113	363	61	189
Future Volume (vph)	196	1270	73	148	1580	369	56	34	113	363	61	189
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Heavy Vehicles (%)	2%	2%	2%	1%	1%	1%	2%	2%	2%	1%	1%	1%
Adj. Flow (vph)	200	1296	74	151	1612	377	57	35	115	370	62	193
Shared Lane Traffic (%)												
Lane Group Flow (vph)	200	1370	0	151	1989	0	57	150	0	370	255	0
Turn Type	Prot	NA		Prot	NA		Prot	NA		Prot	NA	
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases												
Detector Phase	1	6		5	2		7	4		3	8	
Switch Phase												
Minimum Initial (s)	7.0	20.0		7.0	20.0		7.0	7.0		7.0	7.0	
Minimum Split (s)	14.4	38.8		14.4	37.8		12.8	14.2		13.1	14.3	
Total Split (s)	28.0	74.0		33.0	79.0		20.0	20.0		33.0	33.0	
Total Split (%)	17.5%	46.3%		20.6%	49.4%		12.5%	12.5%		20.6%	20.6%	
Yellow Time (s)	4.8	4.8		4.8	4.8		3.7	3.7		3.7	3.7	
All-Red Time (s)	2.6	2.0		2.6	2.0		2.1	3.5		2.4	3.6	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	7.4	6.8		7.4	6.8		5.8	7.2		6.1	7.3	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lead		Lag	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Recall Mode	None	C-Min		None	C-Min		None	None		None	None	
v/c Ratio	0.84	0.54		0.72	0.81		0.49	0.80		0.77	0.69	
Control Delay	85.4	35.9		86.7	38.7		85.6	62.6		77.6	53.3	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	85.4	35.9		86.7	38.7		85.6	62.6		77.6	53.3	
Queue Length 50th (ft)	220	210		155	671		59	72		195	175	
Queue Length 95th (ft)	#367	461		227	739		107	#175		246	278	
Internal Link Dist (ft)		663			2272			411			708	
Turn Bay Length (ft)	290			500			170			260		
Base Capacity (vph)	246	2542		285	2443		157	205		582	383	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.81	0.54		0.53	0.81		0.36	0.73		0.64	0.67	

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 88 (55%), Referenced to phase 2:WBT and 6:EBT, Start of Yellow
Natural Cycle: 95
Control Type: Actuated-Coordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 9: SW 38th Ct & SR 200



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	196	1270	73	148	1580	369	56	34	113	363	61	189
Future Volume (veh/h)	196	1270	73	148	1580	369	56	34	113	363	61	189
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1900	1881	1881	1900	1863	1863	1900	1881	1956	1900
Adj Flow Rate, veh/h	200	1296	67	151	1612	346	57	35	62	370	62	108
Adj No. of Lanes	1	3	0	1	3	0	1	1	0	2	1	0
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Percent Heavy Veh, %	2	2	2	1	1	1	2	2	2	1	1	1
Cap, veh/h	220	2616	135	174	2126	453	73	42	75	435	105	182
Arrive On Green	0.12	0.53	0.53	0.10	0.50	0.50	0.04	0.07	0.07	0.13	0.16	0.16
Sat Flow, veh/h	1774	4952	256	1792	4242	903	1774	604	1070	3476	642	1118
Grp Volume(v), veh/h	200	887	476	151	1298	660	57	0	97	370	0	170
Grp Sat Flow(s),veh/h/ln	1774	1695	1818	1792	1712	1722	1774	0	1674	1738	0	1759
Q Serve(g_s), s	17.8	26.8	26.8	13.3	48.8	49.5	5.1	0.0	9.2	16.7	0.0	14.3
Cycle Q Clear(g_c), s	17.8	26.8	26.8	13.3	48.8	49.5	5.1	0.0	9.2	16.7	0.0	14.3
Prop In Lane	1.00		0.14	1.00		0.52	1.00		0.64	1.00		0.64
Lane Grp Cap(c), veh/h	220	1791	960	174	1716	863	73	0	117	435	0	287
V/C Ratio(X)	0.91	0.50	0.50	0.87	0.76	0.76	0.78	0.00	0.83	0.85	0.00	0.59
Avail Cap(c_a), veh/h	228	1791	960	287	1716	863	157	0	134	584	0	287
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	69.2	24.1	24.1	71.2	32.1	32.3	76.0	0.0	73.4	68.5	0.0	62.0
Incr Delay (d2), s/veh	35.3	1.0	1.8	14.2	3.2	6.4	16.4	0.0	30.1	8.8	0.0	3.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	10.9	12.7	13.8	7.3	23.8	25.0	2.8	0.0	5.2	8.5	0.0	7.2
LnGrp Delay(d),s/veh	104.5	25.1	25.9	85.5	35.2	38.6	92.4	0.0	103.5	77.3	0.0	65.3
LnGrp LOS	F	C	C	F	D	D	F		F	E		E
Approach Vol, veh/h		1563			2109			154			540	
Approach Delay, s/veh		35.5			39.9			99.4			73.5	
Approach LOS		D			D			F			E	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	27.2	87.0	27.3	18.4	22.9	91.3	12.4	33.4
Change Period (Y+Rc), s	7.4	6.8	* 7.3	* 7.2	7.4	6.8	* 5.8	* 7.3
Max Green Setting (Gmax), s	20.6	72.2	* 27	* 13	25.6	67.2	* 14	* 26
Max Q Clear Time (g_c+I1), s	19.8	51.5	18.7	11.2	15.3	28.8	7.1	16.3
Green Ext Time (p_c), s	0.0	18.6	1.4	0.1	0.2	32.0	0.0	1.7

Intersection Summary	
HCM 2010 Ctrl Delay	44.6
HCM 2010 LOS	D

Notes

User approved ignoring U-Turning movement.

* HCM 2010 computational engine requires equal clearance times for the phases crossing the barrier.

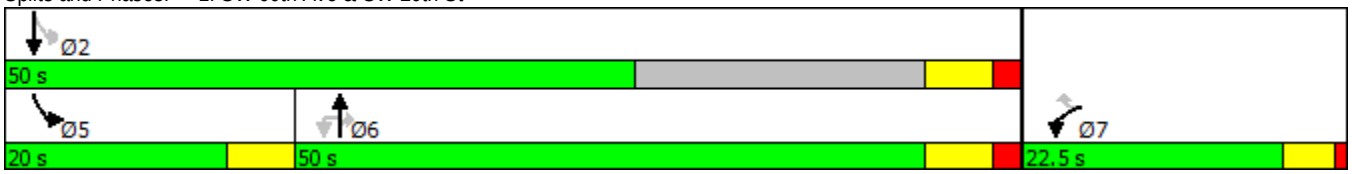
PM Peak Hour Future Year Background Traffic Conditions

Lane Group	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (vph)	529	291	3	808	336	163	1138
Future Volume (vph)	529	291	3	808	336	163	1138
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Heavy Vehicles (%)	2%	2%	3%	3%	3%	2%	2%
Adj. Flow (vph)	594	327	3	908	378	183	1279
Shared Lane Traffic (%)							
Lane Group Flow (vph)	594	327	3	908	378	183	1279
Turn Type	Prot	Perm	Perm	NA	Perm	pm+pt	NA
Protected Phases	7			6		5	2
Permitted Phases		7	6		6	2	
Detector Phase	7	7	6	6	6	5	2
Switch Phase							
Minimum Initial (s)	5.0	5.0	15.0	15.0	15.0	10.0	15.0
Minimum Split (s)	22.5	22.5	21.7	21.7	21.7	14.7	21.7
Total Split (s)	22.5	22.5	50.0	50.0	50.0	20.0	50.0
Total Split (%)	24.3%	24.3%	54.1%	54.1%	54.1%	21.6%	54.1%
Yellow Time (s)	3.5	3.5	4.7	4.7	4.7	4.7	4.7
All-Red Time (s)	1.0	1.0	2.0	2.0	2.0	0.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	6.7	6.7	6.7	4.7	6.7
Lead/Lag			Lag	Lag	Lag	Lead	
Lead-Lag Optimize?			Yes	Yes	Yes	Yes	
Recall Mode	None	None	Min	Min	Min	None	Min
v/c Ratio	1.34	0.53	0.02	0.69	0.46	0.43	0.61
Control Delay	196.7	8.9	14.0	22.0	3.7	8.7	10.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	196.7	8.9	14.0	22.0	3.7	8.7	10.5
Queue Length 50th (ft)	~343	11	1	171	0	30	170
Queue Length 95th (ft)	#669	88	6	244	45	51	214
Internal Link Dist (ft)	2558			6545			3224
Turn Bay Length (ft)			185		295	190	
Base Capacity (vph)	442	615	240	2107	1093	508	3099
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	1.34	0.53	0.01	0.43	0.35	0.36	0.41

Intersection Summary

Cycle Length: 92.5
Actuated Cycle Length: 73
Natural Cycle: 80
Control Type: Actuated-Uncoordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 1: SW 60th Ave & SW 20th St



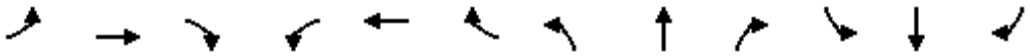
Movement	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (veh/h)	529	291	3	808	336	163	1138
Future Volume (veh/h)	529	291	3	808	336	163	1138
Number	7	14		6	16	5	2
Initial Q (Qb), veh	0	0		0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00			1.00	1.00	
Parking Bus, Adj	1.00	1.00		1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863		1845	1845	1863	1863
Adj Flow Rate, veh/h	594	134		908	266	183	1279
Adj No. of Lanes	1	1		2	1	1	2
Peak Hour Factor	0.89	0.89		0.89	0.89	0.89	0.89
Percent Heavy Veh, %	2	2		3	3	2	2
Cap, veh/h	422	377		1480	662	430	2173
Arrive On Green	0.24	0.24		0.42	0.42	0.13	0.61
Sat Flow, veh/h	1774	1583		3597	1568	1774	3632
Grp Volume(v), veh/h	594	134		908	266	183	1279
Grp Sat Flow(s),veh/h/ln	1774	1583		1752	1568	1774	1770
Q Serve(g_s), s	18.0	5.3		15.3	8.9	3.7	16.5
Cycle Q Clear(g_c), s	18.0	5.3		15.3	8.9	3.7	16.5
Prop In Lane	1.00	1.00			1.00	1.00	
Lane Grp Cap(c), veh/h	422	377		1480	662	430	2173
V/C Ratio(X)	1.41	0.36		0.61	0.40	0.43	0.59
Avail Cap(c_a), veh/h	422	377		2006	898	559	2173
HCM Platoon Ratio	1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	28.8	24.0		17.0	15.2	10.7	8.8
Incr Delay (d2), s/veh	196.8	0.6		0.4	0.4	0.7	0.4
Initial Q Delay(d3),s/veh	0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	31.8	2.4		7.4	3.9	1.8	8.1
LnGrp Delay(d),s/veh	225.6	24.6		17.4	15.6	11.4	9.2
LnGrp LOS	F	C		B	B	B	A
Approach Vol, veh/h	728			1174			1462
Approach Delay, s/veh	188.6			17.0			9.5
Approach LOS	F			B			A

Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4	5	6		
Phs Duration (G+Y+Rc), s		53.1		22.5	14.5	38.6		
Change Period (Y+Rc), s		6.7		4.5	4.7	6.7		
Max Green Setting (Gmax), s		43.3		18.0	15.3	43.3		
Max Q Clear Time (g_c+I1), s		18.5		20.0	5.7	17.3		
Green Ext Time (p_c), s		17.6		0.0	0.3	14.7		

Intersection Summary	
HCM 2010 Ctrl Delay	50.9
HCM 2010 LOS	D

Notes

User approved ignoring U-Turning movement.



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	28	541	0	3	895	45	0	0	0	18	0	22
Future Volume (vph)	28	541	0	3	895	45	0	0	0	18	0	22
Peak Hour Factor	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84
Heavy Vehicles (%)	1%	1%	1%	2%	2%	2%	0%	0%	0%	3%	3%	3%
Adj. Flow (vph)	33	644	0	4	1065	54	0	0	0	21	0	26
Shared Lane Traffic (%)												
Lane Group Flow (vph)	33	644	0	0	1123	0	0	0	0	0	47	0
Sign Control		Free			Free			Stop			Stop	

Intersection Summary

Control Type: Unsignalized

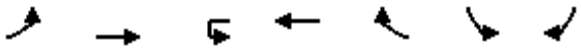
Intersection	
Int Delay, s/veh	1.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	28	541	0	3	895	45	0	0	0	18	0	22
Future Vol, veh/h	28	541	0	3	895	45	0	0	0	18	0	22
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	225	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	84	84	84	84	84	84	84	84	84	84	84	84
Heavy Vehicles, %	1	1	1	2	2	2	0	0	0	3	3	3
Mvmt Flow	33	644	0	4	1065	54	0	0	0	21	0	26

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1119	0	0	644	0	0	1251	1837	322	1488	1810	560
Stage 1	-	-	-	-	-	-	711	711	-	1099	1099	-
Stage 2	-	-	-	-	-	-	540	1126	-	389	711	-
Critical Hdwy	4.12	-	-	4.14	-	-	7.5	6.5	6.9	7.56	6.56	6.96
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	6.56	5.56	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	6.56	5.56	-
Follow-up Hdwy	2.21	-	-	2.22	-	-	3.5	4	3.3	3.53	4.03	3.33
Pot Cap-1 Maneuver	626	-	-	937	-	-	131	77	680	85	77	469
Stage 1	-	-	-	-	-	-	395	439	-	225	284	-
Stage 2	-	-	-	-	-	-	499	282	-	604	432	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	626	-	-	937	-	-	118	72	680	81	72	469
Mov Cap-2 Maneuver	-	-	-	-	-	-	118	72	-	81	72	-
Stage 1	-	-	-	-	-	-	374	416	-	213	281	-
Stage 2	-	-	-	-	-	-	466	279	-	572	409	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.5	0	0	40.1
HCM LOS			A	E

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	-	626	-	-	937	-	-	149
HCM Lane V/C Ratio	-	0.053	-	-	0.004	-	-	0.32
HCM Control Delay (s)	0	11.1	-	-	8.9	-	-	40.1
HCM Lane LOS	A	B	-	-	A	-	-	E
HCM 95th %tile Q(veh)	-	0.2	-	-	0	-	-	1.3



Lane Group	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	50	659	4	899	27	85	157
Future Volume (vph)	50	659	4	899	27	85	157
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	1%	1%	1%	1%	1%	2%	2%
Adj. Flow (vph)	55	724	4	988	30	93	173
Shared Lane Traffic (%)							
Lane Group Flow (vph)	55	724	4	1018	0	93	173
Sign Control		Free		Free		Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Int Delay, s/veh	7.4

Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Vol, veh/h	50	659	4	899	27	85	157
Future Vol, veh/h	50	659	4	899	27	85	157
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	-	None	-	None
Storage Length	250	-	250	-	-	0	0
Veh in Median Storage, #	-	0	-	0	-	0	-
Grade, %	-	0	-	0	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91
Heavy Vehicles, %	1	1	1	1	1	2	2
Mvmt Flow	55	724	4	988	30	93	173

Major/Minor	Major1		Major2			Minor2	
Conflicting Flow All	1018	0	529	-	0	1484	509
Stage 1	-	-	-	-	-	1012	-
Stage 2	-	-	-	-	-	472	-
Critical Hdwy	4.12	-	6.42	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.21	-	2.51	-	-	3.52	3.32
Pot Cap-1 Maneuver	683	-	668	-	-	116	509
Stage 1	-	-	-	-	-	312	-
Stage 2	-	-	-	-	-	594	-
Platoon blocked, %		-		-	-		
Mov Cap-1 Maneuver	683	-	668	-	-	107	509
Mov Cap-2 Maneuver	-	-	-	-	-	107	-
Stage 1	-	-	-	-	-	312	-
Stage 2	-	-	-	-	-	546	-

Approach	EB	WB	SB
HCM Control Delay, s	0.8	0	55.3
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	683	-	668	-	-	107	509
HCM Lane V/C Ratio	0.08	-	0.007	-	-	0.873	0.339
HCM Control Delay (s)	10.7	-	10.4	-	-	128.5	15.7
HCM Lane LOS	B	-	B	-	-	F	C
HCM 95th %tile Q(veh)	0.3	-	0	-	-	5.1	1.5

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	27	506	76	255	780	76	81	119	244	240	195	77
Future Volume (vph)	27	506	76	255	780	76	81	119	244	240	195	77
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	3%	3%	3%	2%	2%	2%
Adj. Flow (vph)	32	595	89	300	918	89	95	140	287	282	229	91
Shared Lane Traffic (%)												
Lane Group Flow (vph)	32	595	89	300	1007	0	95	427	0	282	229	91
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		8
Detector Phase	1	6	6	5	2		7	4		3	8	8
Switch Phase												
Minimum Initial (s)	10.0	20.0	20.0	10.0	20.0		5.0	10.0		5.0	10.0	10.0
Minimum Split (s)	16.3	26.3	26.3	16.3	26.3		11.3	20.0		11.3	20.0	20.0
Total Split (s)	20.0	65.0	65.0	20.0	65.0		20.0	25.0		20.0	25.0	25.0
Total Split (%)	15.4%	50.0%	50.0%	15.4%	50.0%		15.4%	19.2%		15.4%	19.2%	19.2%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3		4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3		6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None		None	None	None
v/c Ratio	0.15	0.78	0.12	0.87	1.09		0.34	1.36		1.07	0.66	0.23
Control Delay	13.0	38.7	1.2	42.2	89.4		35.2	214.2		110.8	57.8	3.8
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	13.0	38.7	1.2	42.2	89.4		35.2	214.2		110.8	57.8	3.8
Queue Length 50th (ft)	10	394	0	113	~977		57	~423		~217	179	0
Queue Length 95th (ft)	23	490	6	#227	#1128		98	#593		#387	#298	11
Internal Link Dist (ft)		2796			3003			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	263	922	852	349	920		334	314		264	347	403
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	0
Reduced v/c Ratio	0.12	0.65	0.10	0.86	1.09		0.28	1.36		1.07	0.66	0.23

Intersection Summary

Cycle Length: 130
Actuated Cycle Length: 120.3
Natural Cycle: 150
Control Type: Actuated-Uncoordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	27	506	76	255	780	76	81	119	244	240	195	77
Future Volume (veh/h)	27	506	76	255	780	76	81	119	244	240	195	77
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1881	1881	1881	1900	1845	1845	1900	1863	1863	1863
Adj Flow Rate, veh/h	32	595	35	300	918	84	95	140	186	282	229	36
Adj No. of Lanes	1	1	1	1	1	0	1	1	0	1	1	1
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Percent Heavy Veh, %	1	1	1	1	1	1	3	3	3	2	2	2
Cap, veh/h	155	797	678	377	811	74	265	109	145	256	380	323
Arrive On Green	0.05	0.42	0.42	0.11	0.48	0.48	0.06	0.15	0.15	0.11	0.20	0.20
Sat Flow, veh/h	1792	1881	1599	1792	1698	155	1757	720	956	1774	1863	1583
Grp Volume(v), veh/h	32	595	35	300	0	1002	95	0	326	282	229	36
Grp Sat Flow(s),veh/h/ln	1792	1881	1599	1792	0	1854	1757	0	1676	1774	1863	1583
Q Serve(g_s), s	1.2	32.8	1.6	11.2	0.0	58.7	5.5	0.0	18.7	13.7	13.7	2.3
Cycle Q Clear(g_c), s	1.2	32.8	1.6	11.2	0.0	58.7	5.5	0.0	18.7	13.7	13.7	2.3
Prop In Lane	1.00		1.00	1.00		0.08	1.00		0.57	1.00		1.00
Lane Grp Cap(c), veh/h	155	797	678	377	0	885	265	0	255	256	380	323
V/C Ratio(X)	0.21	0.75	0.05	0.79	0.00	1.13	0.36	0.00	1.28	1.10	0.60	0.11
Avail Cap(c_a), veh/h	258	898	763	384	0	885	356	0	255	256	380	323
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	28.1	29.8	20.9	22.9	0.0	32.1	40.6	0.0	52.1	40.2	44.4	39.9
Incr Delay (d2), s/veh	0.6	3.0	0.0	10.9	0.0	73.5	0.8	0.0	152.2	85.8	2.7	0.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	17.7	0.7	6.6	0.0	48.1	2.8	0.0	19.4	8.1	7.3	1.0
LnGrp Delay(d),s/veh	28.8	32.9	20.9	33.8	0.0	105.7	41.4	0.0	204.3	126.0	47.1	40.0
LnGrp LOS	C	C	C	C		F	D		F	F	D	D
Approach Vol, veh/h		662			1302			421			547	
Approach Delay, s/veh		32.1			89.1			167.6			87.3	
Approach LOS		C			F			F			F	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	12.9	65.0	20.0	25.0	19.5	58.4	13.6	31.4
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	13.7	58.7	13.7	18.7	13.7	58.7	13.7	18.7
Max Q Clear Time (g_c+I1), s	3.2	60.7	15.7	20.7	13.2	34.8	7.5	15.7
Green Ext Time (p_c), s	0.0	0.0	0.0	0.0	0.1	12.6	0.1	1.0

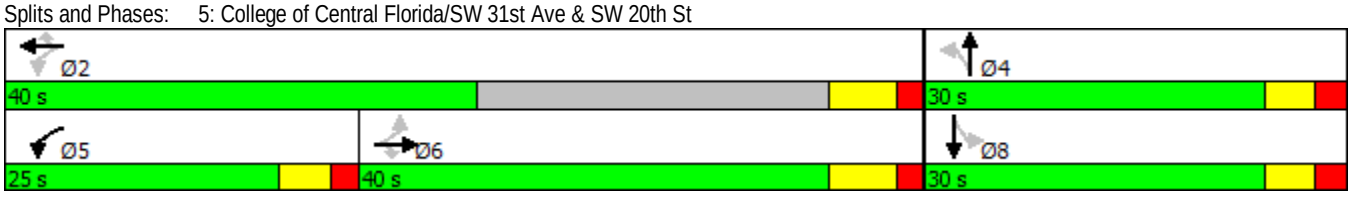
Intersection Summary	
HCM 2010 Ctrl Delay	87.2
HCM 2010 LOS	F

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	37	693	63	109	666	78	57	62	120	77	94	102
Future Volume (vph)	37	693	63	109	666	78	57	62	120	77	94	102
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	1%	1%	1%	2%	2%	2%
Adj. Flow (vph)	43	806	73	127	774	91	66	72	140	90	109	119
Shared Lane Traffic (%)												
Lane Group Flow (vph)	43	806	73	127	774	91	66	212	0	90	228	0
Turn Type	Perm	NA	Perm	pm+pt	NA	Perm	Perm	NA		Perm	NA	
Protected Phases		6		5	2			4			8	
Permitted Phases	6		6	2		2	4			8		
Detector Phase	6	6	6	5	2	2	4	4		8	8	
Switch Phase												
Minimum Initial (s)	15.0	15.0	15.0	5.0	15.0	15.0	8.0	8.0		8.0	8.0	
Minimum Split (s)	28.7	28.7	28.7	10.6	28.7	28.7	27.0	27.0		27.0	27.0	
Total Split (s)	40.0	40.0	40.0	25.0	40.0	40.0	30.0	30.0		30.0	30.0	
Total Split (%)	42.1%	42.1%	42.1%	26.3%	42.1%	42.1%	31.6%	31.6%		31.6%	31.6%	
Yellow Time (s)	4.7	4.7	4.7	3.6	4.7	4.7	3.6	3.6		3.6	3.6	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.4	2.4		2.4	2.4	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.7	6.7	6.7	5.6	6.7	6.7	6.0	6.0		6.0	6.0	
Lead/Lag	Lag	Lag	Lag	Lead								
Lead-Lag Optimize?	Yes	Yes	Yes	Yes								
Recall Mode	Min	Min	Min	None	Min	Min	None	None		None	None	
v/c Ratio	0.13	0.90	0.09	0.39	0.65	0.09	0.40	0.55		0.50	0.64	
Control Delay	15.6	36.6	2.4	10.2	11.8	1.8	34.6	20.8		38.1	29.9	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	15.6	36.6	2.4	10.2	11.8	1.8	34.6	20.8		38.1	29.9	
Queue Length 50th (ft)	11	332	0	17	178	0	27	46		38	73	
Queue Length 95th (ft)	35	#655	14	51	340	15	62	103		80	138	
Internal Link Dist (ft)		3003			1127			192			432	
Turn Bay Length (ft)	150		150	350		200	200			150		
Base Capacity (vph)	332	893	811	565	1534	1321	315	645		338	623	
Starvation Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Reduced v/c Ratio	0.13	0.90	0.09	0.22	0.50	0.07	0.21	0.33		0.27	0.37	

Intersection Summary

Cycle Length: 95
Actuated Cycle Length: 71.7
Natural Cycle: 80
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 5: College of Central Florida/SW 31st Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	37	693	63	109	666	78	57	62	120	77	94	102
Future Volume (veh/h)	37	693	63	109	666	78	57	62	120	77	94	102
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1881	1881	1881	1881	1881	1881	1900	1863	1863	1900
Adj Flow Rate, veh/h	43	806	49	127	774	72	66	72	105	90	109	89
Adj No. of Lanes	1	1	1	1	1	1	1	1	0	1	1	0
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Percent Heavy Veh, %	1	1	1	1	1	1	1	1	1	2	2	2
Cap, veh/h	311	853	725	248	1126	957	245	153	222	259	209	171
Arrive On Green	0.45	0.45	0.45	0.07	0.60	0.60	0.22	0.22	0.22	0.22	0.22	0.22
Sat Flow, veh/h	655	1881	1599	1792	1881	1599	1191	693	1010	1203	950	776
Grp Volume(v), veh/h	43	806	49	127	774	72	66	0	177	90	0	198
Grp Sat Flow(s),veh/h/ln	655	1881	1599	1792	1881	1599	1191	0	1703	1203	0	1726
Q Serve(g_s), s	3.4	28.7	1.2	2.4	19.7	1.3	3.6	0.0	6.3	4.9	0.0	7.1
Cycle Q Clear(g_c), s	12.9	28.7	1.2	2.4	19.7	1.3	10.7	0.0	6.3	11.3	0.0	7.1
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.59	1.00		0.45
Lane Grp Cap(c), veh/h	311	853	725	248	1126	957	245	0	375	259	0	380
V/C Ratio(X)	0.14	0.94	0.07	0.51	0.69	0.08	0.27	0.00	0.47	0.35	0.00	0.52
Avail Cap(c_a), veh/h	325	893	759	627	1126	957	390	0	583	405	0	591
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	17.4	18.3	10.8	15.5	9.6	5.9	28.8	0.0	23.8	28.7	0.0	24.1
Incr Delay (d2), s/veh	0.2	17.8	0.0	1.6	1.8	0.0	0.6	0.0	0.9	0.8	0.0	1.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	19.0	0.5	1.3	10.7	0.6	1.2	0.0	3.0	1.7	0.0	3.5
LnGrp Delay(d),s/veh	17.6	36.1	10.8	17.2	11.4	5.9	29.4	0.0	24.7	29.5	0.0	25.2
LnGrp LOS	B	D	B	B	B	A	C		C	C		C
Approach Vol, veh/h		898			973			243			288	
Approach Delay, s/veh		33.8			11.7			26.0			26.5	
Approach LOS		C			B			C			C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4	5	6		8
Phs Duration (G+Y+Rc), s		48.7		21.4	10.2	38.5		21.4
Change Period (Y+Rc), s		6.7		6.0	5.6	6.7		6.0
Max Green Setting (Gmax), s		33.3		24.0	19.4	33.3		24.0
Max Q Clear Time (g_c+I1), s		21.7		12.7	4.4	30.7		13.3
Green Ext Time (p_c), s		7.8		2.2	0.2	1.1		2.2

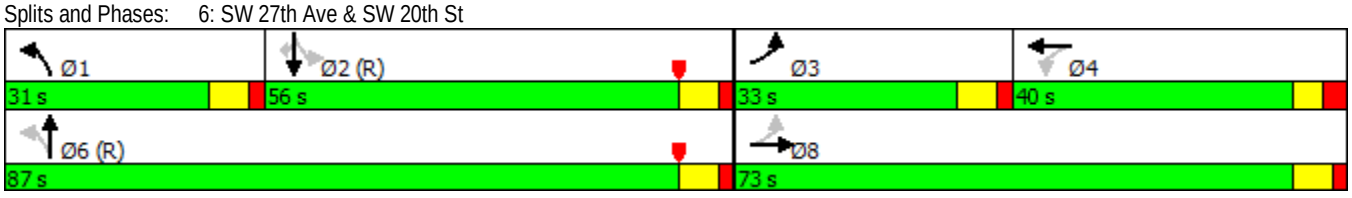
Intersection Summary	
HCM 2010 Ctrl Delay	23.2
HCM 2010 LOS	C

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	278	349	317	17	282	77	278	806	22	66	897	278
Future Volume (vph)	278	349	317	17	282	77	278	806	22	66	897	278
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Heavy Vehicles (%)	1%	1%	1%	0%	0%	0%	2%	2%	2%	1%	1%	1%
Adj. Flow (vph)	296	371	337	18	300	82	296	857	23	70	954	296
Shared Lane Traffic (%)												
Lane Group Flow (vph)	296	708	0	18	382	0	296	880	0	70	954	296
Turn Type	pm+pt	NA		Perm	NA		pm+pt	NA		Perm	NA	Perm
Protected Phases	3	8			4		1	6			2	
Permitted Phases	8			4			6			2		2
Detector Phase	3	8		4	4		1	6		2	2	2
Switch Phase												
Minimum Initial (s)	7.0	7.0		7.0	7.0		7.0	20.0		20.0	20.0	20.0
Minimum Split (s)	13.7	20.0		20.0	20.0		13.7	26.7		26.7	26.7	26.7
Total Split (s)	33.0	73.0		40.0	40.0		31.0	87.0		56.0	56.0	56.0
Total Split (%)	20.6%	45.6%		25.0%	25.0%		19.4%	54.4%		35.0%	35.0%	35.0%
Yellow Time (s)	4.7	4.7		3.6	3.6		4.7	4.7		4.7	4.7	4.7
All-Red Time (s)	2.0	2.0		3.1	3.1		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.7	6.7		6.7	6.7		6.7	6.7		6.7	6.7	6.7
Lead/Lag	Lead			Lag	Lag		Lead			Lag	Lag	Lag
Lead-Lag Optimize?	Yes			Yes	Yes		Yes			Yes	Yes	Yes
Recall Mode	None	None		None	None		None	C-Max		C-Max	C-Max	C-Max
v/c Ratio	0.92	0.97		0.37	0.96		0.94	0.49		0.36	0.84	0.42
Control Delay	79.6	69.3		78.2	97.1		81.9	27.1		49.8	59.0	5.9
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	79.6	69.3		78.2	97.1		81.9	27.1		49.8	59.0	5.9
Queue Length 50th (ft)	253	687		16	396		251	315		58	497	0
Queue Length 95th (ft)	#421	#958		48	#619		#435	375		111	589	71
Internal Link Dist (ft)		941			462			544			1105	
Turn Bay Length (ft)	350			200			300			350		400
Base Capacity (vph)	338	744		49	396		321	1792		193	1135	710
Starvation Cap Reductn	0	0		0	0		0	0		0	0	0
Spillback Cap Reductn	0	0		0	0		0	0		0	0	0
Storage Cap Reductn	0	0		0	0		0	0		0	0	0
Reduced v/c Ratio	0.88	0.95		0.37	0.96		0.92	0.49		0.36	0.84	0.42

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 30 (19%), Referenced to phase 2:SBTL and 6:NBTL, Start of Yellow
Natural Cycle: 100
Control Type: Actuated-Coordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 6: SW 27th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	278	349	317	17	282	77	278	806	22	66	897	278
Future Volume (veh/h)	278	349	317	17	282	77	278	806	22	66	897	278
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1900	1900	1900	1900	1863	1863	1900	1881	1881	1881
Adj Flow Rate, veh/h	296	371	306	18	300	69	296	857	22	70	954	159
Adj No. of Lanes	1	1	0	1	1	0	1	2	0	1	2	1
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	1	1	1	0	0	0	2	2	2	1	1	1
Cap, veh/h	319	383	316	61	330	76	318	1816	47	269	1259	563
Arrive On Green	0.14	0.40	0.40	0.22	0.22	0.22	0.12	0.51	0.51	0.35	0.35	0.35
Sat Flow, veh/h	1792	955	787	774	1495	344	1774	3526	91	635	3574	1599
Grp Volume(v), veh/h	296	0	677	18	0	369	296	430	449	70	954	159
Grp Sat Flow(s),veh/h/ln	1792	0	1742	774	0	1839	1774	1770	1847	635	1787	1599
Q Serve(g_s), s	19.9	0.0	60.9	3.3	0.0	31.3	16.9	24.9	24.9	12.8	37.7	11.4
Cycle Q Clear(g_c), s	19.9	0.0	60.9	35.3	0.0	31.3	16.9	24.9	24.9	12.8	37.7	11.4
Prop In Lane	1.00		0.45	1.00		0.19	1.00		0.05	1.00		1.00
Lane Grp Cap(c), veh/h	319	0	699	61	0	405	318	911	951	269	1259	563
V/C Ratio(X)	0.93	0.00	0.97	0.29	0.00	0.91	0.93	0.47	0.47	0.26	0.76	0.28
Avail Cap(c_a), veh/h	365	0	722	61	0	405	373	911	951	269	1259	563
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	42.0	0.0	46.9	78.5	0.0	60.8	35.6	24.9	24.9	37.7	45.8	37.3
Incr Delay (d2), s/veh	27.5	0.0	25.5	2.6	0.0	24.2	27.3	1.8	1.7	2.3	4.3	1.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	12.2	0.0	34.3	0.8	0.0	18.6	15.3	12.6	13.2	2.4	19.4	5.3
LnGrp Delay(d),s/veh	69.5	0.0	72.4	81.2	0.0	85.1	62.9	26.6	26.5	40.1	50.1	38.5
LnGrp LOS	E		E	F		F	E	C	C	D	D	D
Approach Vol, veh/h		973			387			1175			1183	
Approach Delay, s/veh		71.5			84.9			35.7			48.0	
Approach LOS		E			F			D			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4		6		8
Phs Duration (G+Y+Rc), s	26.1	63.0	28.9	42.0		89.1		70.9
Change Period (Y+Rc), s	6.7	6.7	6.7	6.7		6.7		6.7
Max Green Setting (Gmax), s	24.3	49.3	26.3	33.3		80.3		66.3
Max Q Clear Time (g_c+I1), s	18.9	39.7	21.9	37.3		26.9		62.9
Green Ext Time (p_c), s	0.4	7.2	0.4	0.0		20.4		1.3

Intersection Summary	
HCM 2010 Ctrl Delay	54.1
HCM 2010 LOS	D

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	258	334	218	85	317	159	165	778	68	150	1039	309
Future Volume (vph)	258	334	218	85	317	159	165	778	68	150	1039	309
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	5%	5%	5%	2%	2%	2%	3%	3%	3%	2%	2%	2%
Adj. Flow (vph)	287	371	242	94	352	177	183	864	76	167	1154	343
Shared Lane Traffic (%)												
Lane Group Flow (vph)	287	613	0	94	529	0	183	940	0	167	1497	0
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA		pm+pt	NA	
Protected Phases	3	8		7	4		1	6		5	2	
Permitted Phases	8			4			6			2		
Detector Phase	3	8		7	4		1	6		5	2	
Switch Phase												
Minimum Initial (s)	5.0	10.0		5.0	10.0		7.0	25.0		7.0	25.0	
Minimum Split (s)	10.7	16.8		10.7	16.8		12.7	31.8		12.7	31.8	
Total Split (s)	10.7	20.0		10.7	20.0		20.0	50.0		20.0	50.0	
Total Split (%)	10.6%	19.9%		10.6%	19.9%		19.9%	49.7%		19.9%	49.7%	
Yellow Time (s)	3.7	4.8		3.7	4.8		3.7	4.8		3.7	4.8	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	5.7	6.8		5.7	6.8		5.7	6.8		5.7	6.8	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Recall Mode	None	None		None	None		None	Min		None	Min	
v/c Ratio	1.76	2.10		0.56	2.05		0.68	0.59		0.47	0.97	
Control Delay	391.7	528.2		44.5	509.4		30.2	21.3		12.6	43.1	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	391.7	528.2		44.5	509.4		30.2	21.3		12.6	43.1	
Queue Length 50th (ft)	~222	~623		46	~513		56	216		39	451	
Queue Length 95th (ft)	#399	#868		#97	#745		126	293		66	#659	
Internal Link Dist (ft)		3446			2567			4365			6545	
Turn Bay Length (ft)	200			310			190			185		
Base Capacity (vph)	163	292		167	258		334	1597		445	1547	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	1.76	2.10		0.56	2.05		0.55	0.59		0.38	0.97	

Intersection Summary

Cycle Length: 100.7
Actuated Cycle Length: 97.2
Natural Cycle: 150
Control Type: Actuated-Uncoordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 7: SW 60th Ave & SW 38th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	258	334	218	85	317	159	165	778	68	150	1039	309
Future Volume (veh/h)	258	334	218	85	317	159	165	778	68	150	1039	309
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1810	1810	1900	1863	1863	1900	1845	1845	1900	1863	1863	1900
Adj Flow Rate, veh/h	287	371	210	94	352	136	183	864	73	167	1154	305
Adj No. of Lanes	1	1	0	1	1	0	1	2	0	1	2	0
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	5	5	5	2	2	2	3	3	3	2	2	2
Cap, veh/h	170	154	87	173	182	70	237	1511	128	369	1274	333
Arrive On Green	0.05	0.14	0.14	0.05	0.14	0.14	0.08	0.46	0.46	0.07	0.46	0.46
Sat Flow, veh/h	1723	1086	615	1774	1281	495	1757	3272	276	1774	2778	726
Grp Volume(v), veh/h	287	0	581	94	0	488	183	463	474	167	730	729
Grp Sat Flow(s),veh/h/ln	1723	0	1701	1774	0	1775	1757	1752	1796	1774	1770	1735
Q Serve(g_s), s	5.0	0.0	13.2	4.2	0.0	13.2	5.0	18.0	18.0	4.5	35.4	36.5
Cycle Q Clear(g_c), s	5.0	0.0	13.2	4.2	0.0	13.2	5.0	18.0	18.0	4.5	35.4	36.5
Prop In Lane	1.00		0.36	1.00		0.28	1.00		0.15	1.00		0.42
Lane Grp Cap(c), veh/h	170	0	241	173	0	252	237	809	829	369	811	795
V/C Ratio(X)	1.69	0.00	2.41	0.54	0.00	1.94	0.77	0.57	0.57	0.45	0.90	0.92
Avail Cap(c_a), veh/h	170	0	241	173	0	252	371	813	833	510	821	805
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	38.0	0.0	39.9	32.7	0.0	39.9	20.6	18.3	18.3	13.6	23.3	23.5
Incr Delay (d2), s/veh	334.3	0.0	646.5	3.5	0.0	436.6	5.2	1.0	0.9	0.9	12.9	15.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	17.8	0.0	49.5	2.2	0.0	37.0	2.7	8.8	9.0	2.3	20.2	20.7
LnGrp Delay(d),s/veh	372.3	0.0	686.5	36.3	0.0	476.6	25.8	19.3	19.3	14.4	36.1	38.6
LnGrp LOS	F		F	D		F	C	B	B	B	D	D
Approach Vol, veh/h		868			582			1120			1626	
Approach Delay, s/veh		582.6			405.5			20.3			35.0	
Approach LOS		F			F			C			D	

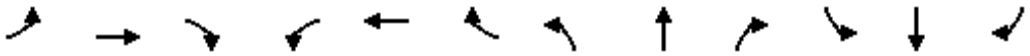
Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	12.9	49.5	10.7	20.0	12.6	49.8	10.7	20.0
Change Period (Y+Rc), s	* 5.7	6.8	* 5.7	6.8	* 5.7	6.8	* 5.7	6.8
Max Green Setting (Gmax), s	* 14	43.2	* 5	13.2	* 14	43.2	* 5	13.2
Max Q Clear Time (g_c+I1), s	7.0	38.5	7.0	15.2	6.5	20.0	6.2	15.2
Green Ext Time (p_c), s	0.3	4.2	0.0	0.0	0.2	16.5	0.0	0.0

Intersection Summary	
HCM 2010 Ctrl Delay	195.8
HCM 2010 LOS	F

Notes

User approved ignoring U-Turning movement.

* HCM 2010 computational engine requires equal clearance times for the phases crossing the barrier.



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	39	435	21	19	530	92	46	18	23	83	22	40
Future Volume (vph)	39	435	21	19	530	92	46	18	23	83	22	40
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles (%)	4%	4%	4%	2%	2%	2%	0%	0%	0%	4%	4%	4%
Adj. Flow (vph)	40	448	22	20	546	95	47	19	24	86	23	41
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	510	0	0	661	0	0	90	0	0	150	0
Sign Control		Stop			Stop			Stop			Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Intersection Delay, s/veh	47.2
Intersection LOS	E

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	39	435	21	19	530	92	46	18	23	83	22	40
Future Vol, veh/h	39	435	21	19	530	92	46	18	23	83	22	40
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles, %	4	4	4	2	2	2	0	0	0	4	4	4
Mvmt Flow	40	448	22	20	546	95	47	19	24	86	23	41
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay	32.1	71.2	12.4	13.6
HCM LOS	D	F	B	B

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	53%	8%	3%	57%
Vol Thru, %	21%	88%	83%	15%
Vol Right, %	26%	4%	14%	28%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	87	495	641	145
LT Vol	46	39	19	83
Through Vol	18	435	530	22
RT Vol	23	21	92	40
Lane Flow Rate	90	510	661	149
Geometry Grp	1	1	1	1
Degree of Util (X)	0.186	0.834	1.044	0.301
Departure Headway (Hd)	7.673	6.023	5.685	7.46
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	471	607	641	484
Service Time	5.673	4.023	3.685	5.46
HCM Lane V/C Ratio	0.191	0.84	1.031	0.308
HCM Control Delay	12.4	32.1	71.2	13.6
HCM Lane LOS	B	D	F	B
HCM 95th-tile Q	0.7	8.8	17.6	1.3

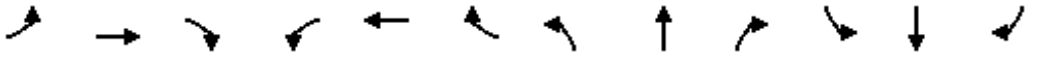
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	395	2138	94	209	2549	506	72	44	145	525	78	361
Future Volume (vph)	395	2138	94	209	2549	506	72	44	145	525	78	361
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Heavy Vehicles (%)	2%	2%	2%	1%	1%	1%	2%	2%	2%	1%	1%	1%
Adj. Flow (vph)	403	2182	96	213	2601	516	73	45	148	536	80	368
Shared Lane Traffic (%)												
Lane Group Flow (vph)	403	2278	0	213	3117	0	73	193	0	536	448	0
Turn Type	Prot	NA		Prot	NA		Prot	NA		Prot	NA	
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases												
Detector Phase	1	6		5	2		7	4		3	8	
Switch Phase												
Minimum Initial (s)	7.0	20.0		7.0	20.0		7.0	7.0		7.0	7.0	
Minimum Split (s)	14.4	38.8		14.4	37.8		12.8	14.2		13.1	14.3	
Total Split (s)	28.0	74.0		33.0	79.0		20.0	20.0		33.0	33.0	
Total Split (%)	17.5%	46.3%		20.6%	49.4%		12.5%	12.5%		20.6%	20.6%	
Yellow Time (s)	4.8	4.8		4.8	4.8		3.7	3.7		3.7	3.7	
All-Red Time (s)	2.6	2.0		2.6	2.0		2.1	3.5		2.4	3.6	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	7.4	6.8		7.4	6.8		5.8	7.2		6.1	7.3	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lead		Lag	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Recall Mode	None	C-Min		None	C-Min		None	None		None	None	
v/c Ratio	1.78	1.03		0.84	1.37		0.58	0.94		0.92	1.03	
Control Delay	388.3	84.6		93.2	203.5		89.3	91.0		86.9	97.2	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	388.3	84.6		93.2	203.5		89.3	91.0		86.9	97.2	
Queue Length 50th (ft)	~641	~924		217	~1571		75	122		288	~394	
Queue Length 95th (ft)	m#629	m#717		#327	#1636		132	#285		#394	#648	
Internal Link Dist (ft)		663			2272			411			708	
Turn Bay Length (ft)	290			500			170			260		
Base Capacity (vph)	227	2214		285	2278		157	205		583	433	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	1.78	1.03		0.75	1.37		0.46	0.94		0.92	1.03	

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 88 (55%), Referenced to phase 2:WBT and 6:EBT, Start of Yellow
Natural Cycle: 145
Control Type: Actuated-Coordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 9: SW 38th Ct & SR 200





Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	395	2138	94	209	2549	506	72	44	145	525	78	361
Future Volume (veh/h)	395	2138	94	209	2549	506	72	44	145	525	78	361
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1900	1881	1881	1900	1863	1863	1900	1881	1956	1900
Adj Flow Rate, veh/h	403	2182	87	213	2601	473	73	45	80	536	80	207
Adj No. of Lanes	1	3	0	1	3	0	1	1	0	2	1	0
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Percent Heavy Veh, %	2	2	2	1	1	1	2	2	2	1	1	1
Cap, veh/h	228	3092	123	235	2730	469	91	48	86	576	98	254
Arrive On Green	0.13	0.62	0.62	0.13	0.62	0.62	0.05	0.08	0.08	0.17	0.20	0.20
Sat Flow, veh/h	1774	5018	199	1792	4413	758	1774	603	1071	3476	484	1252
Grp Volume(v), veh/h	403	1471	798	213	1984	1090	73	0	125	536	0	287
Grp Sat Flow(s),veh/h/ln	1774	1695	1828	1792	1712	1747	1774	0	1674	1738	0	1736
Q Serve(g_s), s	20.6	47.1	47.6	18.8	84.1	99.0	6.5	0.0	11.9	24.3	0.0	25.3
Cycle Q Clear(g_c), s	20.6	47.1	47.6	18.8	84.1	99.0	6.5	0.0	11.9	24.3	0.0	25.3
Prop In Lane	1.00		0.11	1.00		0.43	1.00		0.64	1.00		0.72
Lane Grp Cap(c), veh/h	228	2089	1126	235	2118	1081	91	0	134	576	0	352
V/C Ratio(X)	1.76	0.70	0.71	0.91	0.94	1.01	0.80	0.00	0.93	0.93	0.00	0.81
Avail Cap(c_a), veh/h	228	2089	1126	287	2118	1081	157	0	134	584	0	352
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	69.7	20.8	20.9	68.5	27.7	30.5	75.1	0.0	73.2	65.8	0.0	60.9
Incr Delay (d2), s/veh	361.3	2.0	3.8	26.9	9.5	29.5	14.6	0.0	57.7	21.6	0.0	13.7
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	33.0	22.5	25.1	11.0	42.2	56.3	3.6	0.0	7.7	13.4	0.0	13.5
LnGrp Delay(d),s/veh	431.0	22.9	24.7	95.5	37.1	60.0	89.7	0.0	130.9	87.5	0.0	74.6
LnGrp LOS	F	C	C	F	D	F	F		F	F		E
Approach Vol, veh/h		2672			3287			198			823	
Approach Delay, s/veh		85.0			48.5			115.7			83.0	
Approach LOS		F			D			F			F	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	28.0	106.6	33.8	20.0	28.4	106.2	14.0	39.8
Change Period (Y+Rc), s	7.4	6.8	* 7.3	* 7.2	7.4	6.8	* 5.8	* 7.3
Max Green Setting (Gmax), s	20.6	72.2	* 27	* 13	25.6	67.2	* 14	* 26
Max Q Clear Time (g_c+I1), s	22.6	101.0	26.3	13.9	20.8	49.6	8.5	27.3
Green Ext Time (p_c), s	0.0	0.0	0.2	0.0	0.2	17.5	0.1	0.0

Intersection Summary	
HCM 2010 Ctrl Delay	68.4
HCM 2010 LOS	E

Notes

User approved ignoring U-Turning movement.

* HCM 2010 computational engine requires equal clearance times for the phases crossing the barrier.

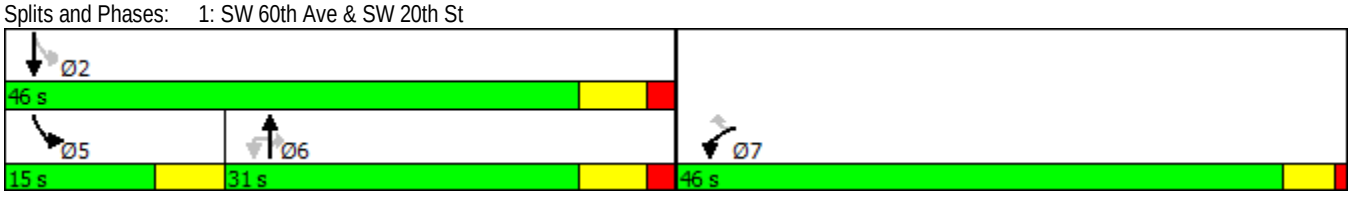
PM Peak Hour Future Year Background Traffic Conditions with Improvement

Lane Group	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (vph)	529	291	3	808	336	163	1138
Future Volume (vph)	529	291	3	808	336	163	1138
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Heavy Vehicles (%)	2%	2%	3%	3%	3%	2%	2%
Adj. Flow (vph)	594	327	3	908	378	183	1279
Shared Lane Traffic (%)							
Lane Group Flow (vph)	594	327	3	908	378	183	1279
Turn Type	Prot	Perm	Perm	NA	Perm	pm+pt	NA
Protected Phases	7			6		5	2
Permitted Phases		7	6		6	2	
Detector Phase	7	7	6	6	6	5	2
Switch Phase							
Minimum Initial (s)	5.0	5.0	15.0	15.0	15.0	10.0	15.0
Minimum Split (s)	22.5	22.5	21.7	21.7	21.7	14.7	21.7
Total Split (s)	46.0	46.0	31.0	31.0	31.0	15.0	46.0
Total Split (%)	50.0%	50.0%	33.7%	33.7%	33.7%	16.3%	50.0%
Yellow Time (s)	3.5	3.5	4.7	4.7	4.7	4.7	4.7
All-Red Time (s)	1.0	1.0	2.0	2.0	2.0	0.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	6.7	6.7	6.7	4.7	6.7
Lead/Lag			Lag	Lag	Lag	Lead	
Lead-Lag Optimize?			Yes	Yes	Yes	Yes	
Recall Mode	None	None	Min	Min	Min	None	Min
v/c Ratio	0.86	0.40	0.03	0.88	0.52	0.58	0.76
Control Delay	37.0	3.4	26.0	40.9	5.9	22.4	23.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	37.0	3.4	26.0	40.9	5.9	22.4	23.2
Queue Length 50th (ft)	277	0	1	238	0	52	281
Queue Length 95th (ft)	404	44	9	#400	64	#117	427
Internal Link Dist (ft)	2558			6545			3224
Turn Bay Length (ft)			185		295	190	
Base Capacity (vph)	892	960	97	1034	729	317	1689
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.67	0.34	0.03	0.88	0.52	0.58	0.76

Intersection Summary

Cycle Length: 92
Actuated Cycle Length: 83.1
Natural Cycle: 80
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 1: SW 60th Ave & SW 20th St



Movement	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (veh/h)	529	291	3	808	336	163	1138
Future Volume (veh/h)	529	291	3	808	336	163	1138
Number	7	14		6	16	5	2
Initial Q (Qb), veh	0	0		0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00			1.00	1.00	
Parking Bus, Adj	1.00	1.00		1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863		1845	1845	1863	1863
Adj Flow Rate, veh/h	594	134		908	266	183	1279
Adj No. of Lanes	1	1		2	1	1	2
Peak Hour Factor	0.89	0.89		0.89	0.89	0.89	0.89
Percent Heavy Veh, %	2	2		3	3	2	2
Cap, veh/h	656	585		1067	477	341	1729
Arrive On Green	0.37	0.37		0.30	0.30	0.12	0.49
Sat Flow, veh/h	1774	1583		3597	1568	1774	3632
Grp Volume(v), veh/h	594	134		908	266	183	1279
Grp Sat Flow(s),veh/h/ln	1774	1583		1752	1568	1774	1770
Q Serve(g_s), s	25.0	4.6		19.2	11.2	5.0	22.8
Cycle Q Clear(g_c), s	25.0	4.6		19.2	11.2	5.0	22.8
Prop In Lane	1.00	1.00			1.00	1.00	
Lane Grp Cap(c), veh/h	656	585		1067	477	341	1729
V/C Ratio(X)	0.91	0.23		0.85	0.56	0.54	0.74
Avail Cap(c_a), veh/h	933	833		1079	483	352	1762
HCM Platoon Ratio	1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	23.6	17.1		25.8	23.0	17.0	16.2
Incr Delay (d2), s/veh	9.3	0.2		6.6	1.4	1.5	1.7
Initial Q Delay(d3),s/veh	0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	13.9	2.0		10.2	5.0	2.5	11.4
LnGrp Delay(d),s/veh	32.9	17.3		32.4	24.4	18.5	17.8
LnGrp LOS	C	B		C	C	B	B
Approach Vol, veh/h	728			1174			1462
Approach Delay, s/veh	30.0			30.6			17.9
Approach LOS	C			C			B

Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4	5	6		
Phs Duration (G+Y+Rc), s		45.2		33.7	14.5	30.7		
Change Period (Y+Rc), s		6.7		4.5	4.7	6.7		
Max Green Setting (Gmax), s		39.3		41.5	10.3	24.3		
Max Q Clear Time (g_c+I1), s		24.8		27.0	7.0	21.2		
Green Ext Time (p_c), s		11.5		2.1	0.1	2.8		

Intersection Summary	
HCM 2010 Ctrl Delay	24.9
HCM 2010 LOS	C

Notes

User approved ignoring U-Turning movement.

Lane Group	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	50	659	4	899	27	85	157
Future Volume (vph)	50	659	4	899	27	85	157
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	1%	1%	1%	1%	1%	2%	2%
Adj. Flow (vph)	55	724	4	988	30	93	173
Shared Lane Traffic (%)							
Lane Group Flow (vph)	55	724	4	1018	0	93	173
Turn Type	pm+pt	NA	Perm	NA		Prot	Prot
Protected Phases	1	6		2		3	3
Permitted Phases	6		2				
Detector Phase	1	6	2	2		3	3
Switch Phase							
Minimum Initial (s)	5.0	5.0	5.0	5.0		5.0	5.0
Minimum Split (s)	11.3	24.3	24.3	24.3		11.3	11.3
Total Split (s)	12.0	50.0	38.0	38.0		20.0	20.0
Total Split (%)	17.1%	71.4%	54.3%	54.3%		28.6%	28.6%
Yellow Time (s)	4.3	4.3	4.3	4.3		4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0		2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0		0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3		6.3	6.3
Lead/Lag	Lead		Lag	Lag			
Lead-Lag Optimize?	Yes		Yes	Yes			
Recall Mode	None	Min	None	None		None	None
v/c Ratio	0.16	0.34	0.01	0.61		0.33	0.43
Control Delay	5.5	5.9	10.0	13.5		25.8	8.6
Queue Delay	0.0	0.0	0.0	0.0		0.0	0.0
Total Delay	5.5	5.9	10.0	13.5		25.8	8.6
Queue Length 50th (ft)	6	49	1	139		28	0
Queue Length 95th (ft)	18	87	6	217		73	47
Internal Link Dist (ft)		4996		2796		1805	
Turn Bay Length (ft)	250		250				
Base Capacity (vph)	350	2939	446	2248		482	557
Starvation Cap Reductn	0	0	0	0		0	0
Spillback Cap Reductn	0	0	0	0		0	0
Storage Cap Reductn	0	0	0	0		0	0
Reduced v/c Ratio	0.16	0.25	0.01	0.45		0.19	0.31

Intersection Summary

Cycle Length: 70
Actuated Cycle Length: 53.1
Natural Cycle: 50
Control Type: Actuated-Uncoordinated

Splits and Phases: 3: SW 20th St & SW 44th Ave





Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (veh/h)	50	659	4	899	27	85	157
Future Volume (veh/h)	50	659	4	899	27	85	157
Number	1	6		2	12	3	18
Initial Q (Qb), veh	0	0		0	0	0	0
Ped-Bike Adj(A_pbT)	1.00				1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00		1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881		1881	1900	1863	1863
Adj Flow Rate, veh/h	55	724		988	30	93	173
Adj No. of Lanes	1	2		2	0	1	1
Peak Hour Factor	0.91	0.91		0.91	0.91	0.91	0.91
Percent Heavy Veh, %	1	1		1	1	2	2
Cap, veh/h	357	2201		1576	48	261	233
Arrive On Green	0.05	0.62		0.44	0.44	0.15	0.15
Sat Flow, veh/h	1792	3668		3636	108	1774	1583
Grp Volume(v), veh/h	55	724		499	519	93	173
Grp Sat Flow(s),veh/h/ln	1792	1787		1787	1862	1774	1583
Q Serve(g_s), s	0.8	5.2		11.4	11.4	2.5	5.6
Cycle Q Clear(g_c), s	0.8	5.2		11.4	11.4	2.5	5.6
Prop In Lane	1.00				0.06	1.00	1.00
Lane Grp Cap(c), veh/h	357	2201		795	828	261	233
V/C Ratio(X)	0.15	0.33		0.63	0.63	0.36	0.74
Avail Cap(c_a), veh/h	456	2938		1065	1110	457	408
HCM Platoon Ratio	1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	7.8	4.9		11.4	11.4	20.4	21.7
Incr Delay (d2), s/veh	0.2	0.1		0.8	0.8	0.8	4.6
Initial Q Delay(d3),s/veh	0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	2.5		5.7	6.0	1.3	2.7
LnGrp Delay(d),s/veh	8.0	5.0		12.2	12.1	21.2	26.3
LnGrp LOS	A	A		B	B	C	C
Approach Vol, veh/h		779		1018		266	
Approach Delay, s/veh		5.2		12.2		24.5	
Approach LOS		A		B		C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2				6		8
Phs Duration (G+Y+Rc), s	9.1	30.0				39.0		14.1
Change Period (Y+Rc), s	6.3	6.3				6.3		6.3
Max Green Setting (Gmax), s	5.7	31.7				43.7		13.7
Max Q Clear Time (g_c+I1), s	2.8	13.4				7.2		7.6
Green Ext Time (p_c), s	0.0	10.2				14.3		0.4

Intersection Summary	
HCM 2010 Ctrl Delay	11.1
HCM 2010 LOS	B

Notes

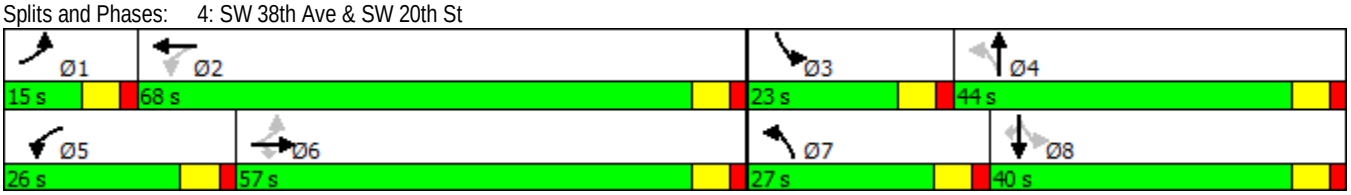
User approved ignoring U-Turning movement.

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	27	506	76	255	780	76	81	119	244	240	195	77
Future Volume (vph)	27	506	76	255	780	76	81	119	244	240	195	77
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	3%	3%	3%	2%	2%	2%
Adj. Flow (vph)	32	595	89	300	918	89	95	140	287	282	229	91
Shared Lane Traffic (%)												
Lane Group Flow (vph)	32	595	89	300	1007	0	95	427	0	282	229	91
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		8
Detector Phase	1	6	6	5	2		7	4		3	8	8
Switch Phase												
Minimum Initial (s)	5.0	20.0	20.0	10.0	20.0		5.0	10.0		5.0	10.0	10.0
Minimum Split (s)	11.3	26.3	26.3	16.3	26.3		11.3	20.0		11.3	20.0	20.0
Total Split (s)	15.0	57.0	57.0	26.0	68.0		27.0	44.0		23.0	40.0	40.0
Total Split (%)	10.0%	38.0%	38.0%	17.3%	45.3%		18.0%	29.3%		15.3%	26.7%	26.7%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3		4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3		6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None		None	None	None
v/c Ratio	0.15	0.96	0.14	1.02	0.62		0.25	0.94		1.11	0.43	0.16
Control Delay	21.1	74.1	0.5	102.4	33.4		30.3	75.9		128.8	46.3	0.6
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	21.1	74.1	0.5	102.4	33.4		30.3	75.9		128.8	46.3	0.6
Queue Length 50th (ft)	15	564	0	~266	410		58	356		~266	182	0
Queue Length 95th (ft)	32	#720	0	#418	458		94	#501		#423	256	0
Internal Link Dist (ft)		2796			3003			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	241	658	664	293	1612		503	480		254	532	567
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	0
Reduced v/c Ratio	0.13	0.90	0.13	1.02	0.62		0.19	0.89		1.11	0.43	0.16

Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 145.5
Natural Cycle: 110
Control Type: Actuated-Uncoordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	27	506	76	255	780	76	81	119	244	240	195	77
Future Volume (veh/h)	27	506	76	255	780	76	81	119	244	240	195	77
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1881	1881	1881	1900	1845	1845	1900	1863	1863	1863
Adj Flow Rate, veh/h	32	595	35	300	918	84	95	140	186	282	229	36
Adj No. of Lanes	1	1	1	1	2	0	1	1	0	1	1	1
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Percent Heavy Veh, %	1	1	1	1	1	1	3	3	3	2	2	2
Cap, veh/h	237	657	558	324	1501	137	349	154	205	295	523	445
Arrive On Green	0.03	0.35	0.35	0.13	0.45	0.45	0.06	0.21	0.21	0.12	0.28	0.28
Sat Flow, veh/h	1792	1881	1599	1792	3312	303	1757	720	956	1774	1863	1583
Grp Volume(v), veh/h	32	595	35	300	495	507	95	0	326	282	229	36
Grp Sat Flow(s),veh/h/ln	1792	1881	1599	1792	1787	1828	1757	0	1676	1774	1863	1583
Q Serve(g_s), s	1.6	41.2	2.0	15.6	28.7	28.7	5.7	0.0	25.9	16.7	13.8	2.3
Cycle Q Clear(g_c), s	1.6	41.2	2.0	15.6	28.7	28.7	5.7	0.0	25.9	16.7	13.8	2.3
Prop In Lane	1.00		1.00	1.00		0.17	1.00		0.57	1.00		1.00
Lane Grp Cap(c), veh/h	237	657	558	324	810	829	349	0	360	295	523	445
V/C Ratio(X)	0.14	0.91	0.06	0.93	0.61	0.61	0.27	0.00	0.91	0.95	0.44	0.08
Avail Cap(c_a), veh/h	304	697	593	349	810	829	516	0	462	295	523	445
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	28.0	42.4	29.6	34.8	28.3	28.3	38.6	0.0	52.4	37.7	40.3	36.2
Incr Delay (d2), s/veh	0.3	15.0	0.0	29.0	1.4	1.3	0.4	0.0	18.2	40.1	0.6	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.8	24.1	0.9	13.8	14.5	14.8	2.8	0.0	13.9	11.4	7.2	1.0
LnGrp Delay(d),s/veh	28.3	57.4	29.7	63.7	29.6	29.6	39.0	0.0	70.6	77.9	40.9	36.3
LnGrp LOS	C	E	C	E	C	C	D		E	E	D	D
Approach Vol, veh/h		662			1302			421			547	
Approach Delay, s/veh		54.5			37.5			63.5			59.7	
Approach LOS		D			D			E			E	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	9.8	68.3	23.0	35.7	24.1	54.1	14.0	44.7
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	8.7	61.7	16.7	37.7	19.7	50.7	20.7	33.7
Max Q Clear Time (g_c+I1), s	3.6	30.7	18.7	27.9	17.6	43.2	7.7	15.8
Green Ext Time (p_c), s	0.0	12.1	0.0	1.4	0.2	4.6	0.2	3.4

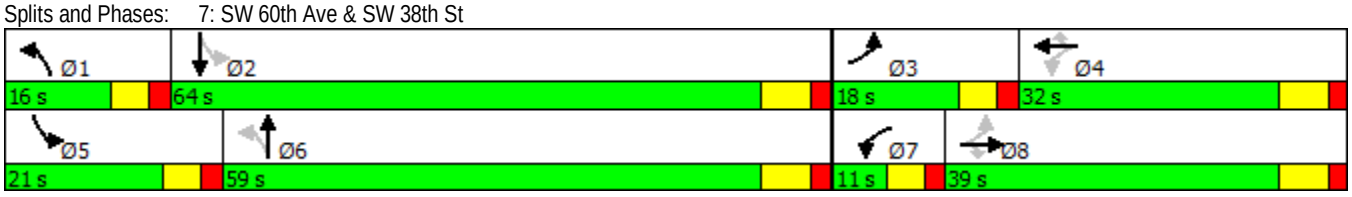
Intersection Summary	
HCM 2010 Ctrl Delay	49.2
HCM 2010 LOS	D

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	258	334	218	85	317	159	165	778	68	150	1039	309
Future Volume (vph)	258	334	218	85	317	159	165	778	68	150	1039	309
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	5%	5%	5%	2%	2%	2%	3%	3%	3%	2%	2%	2%
Adj. Flow (vph)	287	371	242	94	352	177	183	864	76	167	1154	343
Shared Lane Traffic (%)												
Lane Group Flow (vph)	287	371	242	94	352	177	183	940	0	167	1497	0
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA	
Protected Phases	3	8		7	4		1	6		5	2	
Permitted Phases	8		8	4		4	6			2		
Detector Phase	3	8	8	7	4	4	1	6		5	2	
Switch Phase												
Minimum Initial (s)	5.0	10.0	10.0	5.0	10.0	10.0	7.0	25.0		7.0	25.0	
Minimum Split (s)	10.7	16.8	16.8	10.7	16.8	16.8	12.7	31.8		12.7	31.8	
Total Split (s)	18.0	39.0	39.0	11.0	32.0	32.0	16.0	59.0		21.0	64.0	
Total Split (%)	13.8%	30.0%	30.0%	8.5%	24.6%	24.6%	12.3%	45.4%		16.2%	49.2%	
Yellow Time (s)	3.7	4.8	4.8	3.7	4.8	4.8	3.7	4.8		3.7	4.8	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)	5.7	6.8	6.8	5.7	6.8	6.8	5.7	6.8		5.7	6.8	
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes	
Recall Mode	None	None	None	None	None	None	None	Min		None	Min	
v/c Ratio	0.69	0.84	0.51	0.53	0.97	0.40	0.93	0.62		0.54	0.98	
Control Delay	40.3	64.0	23.5	44.3	92.6	9.3	80.5	31.0		19.9	53.2	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	40.3	64.0	23.5	44.3	92.6	9.3	80.5	31.0		19.9	53.2	
Queue Length 50th (ft)	89	298	80	55	298	1	103	316		64	632	
Queue Length 95th (ft)	126	#455	166	97	#494	64	#257	408		101	#808	
Internal Link Dist (ft)		3446			2567			4365			6545	
Turn Bay Length (ft)	200		25	310		25	190			185		
Base Capacity (vph)	427	450	478	178	362	448	197	1506		365	1531	
Starvation Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Reduced v/c Ratio	0.67	0.82	0.51	0.53	0.97	0.40	0.93	0.62		0.46	0.98	

Intersection Summary

Cycle Length: 130
Actuated Cycle Length: 129.5
Natural Cycle: 110
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 7: SW 60th Ave & SW 38th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	258	334	218	85	317	159	165	778	68	150	1039	309
Future Volume (veh/h)	258	334	218	85	317	159	165	778	68	150	1039	309
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1810	1810	1810	1863	1863	1863	1845	1845	1900	1863	1863	1900
Adj Flow Rate, veh/h	287	371	210	94	352	136	183	864	73	167	1154	305
Adj No. of Lanes	2	1	1	1	1	1	1	2	0	1	2	0
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	5	5	5	2	2	2	3	3	3	2	2	2
Cap, veh/h	416	437	371	169	372	316	208	1472	124	329	1221	319
Arrive On Green	0.08	0.24	0.24	0.04	0.20	0.20	0.08	0.45	0.45	0.07	0.44	0.44
Sat Flow, veh/h	3343	1810	1538	1774	1863	1583	1757	3272	276	1774	2778	726
Grp Volume(v), veh/h	287	371	210	94	352	136	183	463	474	167	730	729
Grp Sat Flow(s),veh/h/ln	1672	1810	1538	1774	1863	1583	1757	1752	1796	1774	1770	1735
Q Serve(g_s), s	8.3	24.7	15.1	5.3	23.5	9.5	8.0	24.9	24.9	6.4	49.7	51.2
Cycle Q Clear(g_c), s	8.3	24.7	15.1	5.3	23.5	9.5	8.0	24.9	24.9	6.4	49.7	51.2
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.15	1.00		0.42
Lane Grp Cap(c), veh/h	416	437	371	169	372	316	208	789	808	329	778	762
V/C Ratio(X)	0.69	0.85	0.57	0.55	0.95	0.43	0.88	0.59	0.59	0.51	0.94	0.96
Avail Cap(c_a), veh/h	463	462	393	169	372	316	213	789	808	423	802	786
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	37.0	45.7	42.1	40.1	49.8	44.2	32.6	25.9	25.9	19.9	33.7	34.2
Incr Delay (d2), s/veh	3.8	13.4	1.7	3.9	32.9	0.9	31.4	1.1	1.1	1.2	18.4	21.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.0	14.0	6.6	2.8	15.5	4.2	8.1	12.2	12.5	3.2	28.1	29.1
LnGrp Delay(d),s/veh	40.8	59.1	43.7	44.1	82.8	45.1	64.0	27.1	27.0	21.1	52.1	55.8
LnGrp LOS	D	E	D	D	F	D	E	C	C	C	D	E
Approach Vol, veh/h		868			582			1120			1626	
Approach Delay, s/veh		49.3			67.7			33.1			50.6	
Approach LOS		D			E			C			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	15.7	62.3	16.2	32.0	14.3	63.6	11.0	37.2
Change Period (Y+Rc), s	* 5.7	6.8	* 5.7	6.8	* 5.7	6.8	* 5.7	6.8
Max Green Setting (Gmax), s	* 10	57.2	* 12	25.2	* 15	52.2	* 5.3	32.2
Max Q Clear Time (g_c+I1), s	10.0	53.2	10.3	25.5	8.4	26.9	7.3	26.7
Green Ext Time (p_c), s	0.0	2.3	0.2	0.0	0.2	17.5	0.0	2.5

Intersection Summary	
HCM 2010 Ctrl Delay	48.0
HCM 2010 LOS	D

Notes

User approved ignoring U-Turning movement.

* HCM 2010 computational engine requires equal clearance times for the phases crossing the barrier.

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	39	435	21	19	530	92	46	18	23	83	22	40
Future Volume (vph)	39	435	21	19	530	92	46	18	23	83	22	40
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles (%)	4%	4%	4%	2%	2%	2%	0%	0%	0%	4%	4%	4%
Adj. Flow (vph)	40	448	22	20	546	95	47	19	24	86	23	41
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	510	0	0	661	0	0	90	0	0	150	0
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		8			4			6			2	
Permitted Phases	8			4			6			2		
Detector Phase	8	8		4	4		6	6		2	2	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	25.0	25.0		25.0	25.0		20.0	20.0		20.0	20.0	
Total Split (s)	35.0	35.0		35.0	35.0		20.0	20.0		20.0	20.0	
Total Split (%)	63.6%	63.6%		63.6%	63.6%		36.4%	36.4%		36.4%	36.4%	
Yellow Time (s)	4.8	4.8		4.8	4.8		4.8	4.8		4.8	4.8	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)		0.0			0.0			0.0			0.0	
Total Lost Time (s)		6.8			6.8			6.8			6.8	
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode	None	None		None	None		Min	Min		Min	Min	
v/c Ratio		0.66			0.79			0.29			0.48	
Control Delay		13.7			17.3			15.7			19.8	
Queue Delay		0.0			0.0			0.0			0.0	
Total Delay		13.7			17.3			15.7			19.8	
Queue Length 50th (ft)		85			118			14			26	
Queue Length 95th (ft)		186			256			48			77	
Internal Link Dist (ft)		1473			795			863			1230	
Turn Bay Length (ft)												
Base Capacity (vph)		1117			1205			453			448	
Starvation Cap Reductn		0			0			0			0	
Spillback Cap Reductn		0			0			0			0	
Storage Cap Reductn		0			0			0			0	
Reduced v/c Ratio		0.46			0.55			0.20			0.33	

Intersection Summary
Cycle Length: 55
Actuated Cycle Length: 44.1
Natural Cycle: 55
Control Type: Actuated-Uncoordinated

Splits and Phases: 8: SW 43rd Ct & SW 40th Ct



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	39	435	21	19	530	92	46	18	23	83	22	40
Future Volume (veh/h)	39	435	21	19	530	92	46	18	23	83	22	40
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1900	1827	1900	1900	1863	1900	1900	1900	1900	1900	1827	1900
Adj Flow Rate, veh/h	40	448	22	20	546	95	47	19	24	86	23	41
Adj No. of Lanes	0	1	0	0	1	0	0	1	0	0	1	0
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	4	4	4	2	2	2	0	0	0	4	4	4
Cap, veh/h	130	804	38	103	764	130	239	92	71	262	55	66
Arrive On Green	0.50	0.50	0.50	0.50	0.50	0.50	0.16	0.16	0.16	0.16	0.16	0.16
Sat Flow, veh/h	66	1597	75	20	1518	258	652	589	451	767	349	420
Grp Volume(v), veh/h	510	0	0	661	0	0	90	0	0	150	0	0
Grp Sat Flow(s),veh/h/ln	1737	0	0	1796	0	0	1693	0	0	1537	0	0
Q Serve(g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.7	0.0	0.0
Cycle Q Clear(g_c), s	7.8	0.0	0.0	11.4	0.0	0.0	1.8	0.0	0.0	3.5	0.0	0.0
Prop In Lane	0.08		0.04	0.03		0.14	0.52		0.27	0.57		0.27
Lane Grp Cap(c), veh/h	971	0	0	997	0	0	402	0	0	382	0	0
V/C Ratio(X)	0.53	0.00	0.00	0.66	0.00	0.00	0.22	0.00	0.00	0.39	0.00	0.00
Avail Cap(c_a), veh/h	1304	0	0	1354	0	0	665	0	0	634	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	6.9	0.0	0.0	7.7	0.0	0.0	15.0	0.0	0.0	15.6	0.0	0.0
Incr Delay (d2), s/veh	0.4	0.0	0.0	0.8	0.0	0.0	0.3	0.0	0.0	0.7	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.9	0.0	0.0	5.7	0.0	0.0	0.9	0.0	0.0	1.6	0.0	0.0
LnGrp Delay(d),s/veh	7.3	0.0	0.0	8.5	0.0	0.0	15.2	0.0	0.0	16.3	0.0	0.0
LnGrp LOS	A			A			B			B		
Approach Vol, veh/h		510			661			90			150	
Approach Delay, s/veh		7.3			8.5			15.2			16.3	
Approach LOS		A			A			B			B	

Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4		6		8
Phs Duration (G+Y+Rc), s		13.0		26.9		13.0		26.9
Change Period (Y+Rc), s		6.8		6.8		6.8		6.8
Max Green Setting (Gmax), s		13.2		28.2		13.2		28.2
Max Q Clear Time (g_c+I1), s		5.5		13.4		3.8		9.8
Green Ext Time (p_c), s		0.8		6.7		0.9		7.6

Intersection Summary	
HCM 2010 Ctrl Delay	9.3
HCM 2010 LOS	A

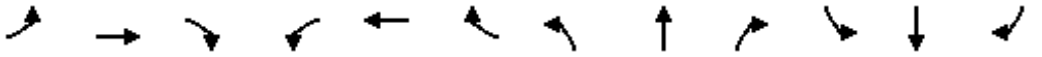
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	395	2138	94	209	2549	506	72	44	145	525	78	361
Future Volume (vph)	395	2138	94	209	2549	506	72	44	145	525	78	361
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Heavy Vehicles (%)	2%	2%	2%	1%	1%	1%	2%	2%	2%	1%	1%	1%
Adj. Flow (vph)	403	2182	96	213	2601	516	73	45	148	536	80	368
Shared Lane Traffic (%)												
Lane Group Flow (vph)	403	2278	0	213	2601	516	73	193	0	536	80	368
Turn Type	Prot	NA		Prot	NA	Perm	Prot	NA		Prot	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases						2						8
Detector Phase	1	6		5	2	2	7	4		3	8	8
Switch Phase												
Minimum Initial (s)	7.0	20.0		7.0	20.0	20.0	7.0	7.0		7.0	7.0	7.0
Minimum Split (s)	14.4	38.8		14.4	37.8	37.8	12.8	14.2		13.1	14.3	14.3
Total Split (s)	28.0	74.0		33.0	79.0	79.0	20.0	20.0		33.0	33.0	33.0
Total Split (%)	17.5%	46.3%		20.6%	49.4%	49.4%	12.5%	12.5%		20.6%	20.6%	20.6%
Yellow Time (s)	4.8	4.8		4.8	4.8	4.8	3.7	3.7		3.7	3.7	3.7
All-Red Time (s)	2.6	2.0		2.6	2.0	2.0	2.1	3.5		2.4	3.6	3.6
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	7.4	6.8		7.4	6.8	6.8	5.8	7.2		6.1	7.3	7.3
Lead/Lag	Lead	Lag		Lead	Lag	Lag	Lead	Lead		Lag	Lag	Lag
Lead-Lag Optimize?	Yes	Yes		Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes
Recall Mode	None	C-Min		None	C-Min	C-Min	None	None		None	None	None
v/c Ratio	0.92	1.02		0.84	1.11	0.65	0.58	0.94		0.93	0.21	0.76
Control Delay	88.6	51.6		93.2	98.3	29.1	89.3	91.0		89.7	59.1	31.6
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Total Delay	88.6	51.6		93.2	98.3	29.1	89.3	91.0		89.7	59.1	31.6
Queue Length 50th (ft)	228	~924		217	~1145	317	75	122		288	73	124
Queue Length 95th (ft)	m225	m#378		#327	#1222	452	132	#285		#394	128	#264
Internal Link Dist (ft)		663			2272			411			708	
Turn Bay Length (ft)	290			500		25	170			260		25
Base Capacity (vph)	441	2227		285	2336	797	157	205		582	373	483
Starvation Cap Reductn	0	0		0	0	0	0	0		0	0	0
Spillback Cap Reductn	0	0		0	0	0	0	0		0	0	0
Storage Cap Reductn	0	0		0	0	0	0	0		0	0	0
Reduced v/c Ratio	0.91	1.02		0.75	1.11	0.65	0.46	0.94		0.92	0.21	0.76

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 116 (73%), Referenced to phase 2:WBT and 6:EBT, Start of Yellow
Natural Cycle: 145
Control Type: Actuated-Coordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 9: SW 38th Ct & SR 200





Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	395	2138	94	209	2549	506	72	44	145	525	78	361
Future Volume (veh/h)	395	2138	94	209	2549	506	72	44	145	525	78	361
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1900	1881	1881	1881	1863	1863	1900	1881	1956	1881
Adj Flow Rate, veh/h	403	2182	87	213	2601	383	73	45	80	536	80	126
Adj No. of Lanes	2	3	0	1	3	1	1	1	0	2	1	1
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Percent Heavy Veh, %	2	2	2	1	1	1	2	2	2	1	1	1
Cap, veh/h	441	2989	119	235	3074	957	91	48	86	576	397	324
Arrive On Green	0.13	0.60	0.60	0.13	0.60	0.60	0.05	0.08	0.08	0.17	0.20	0.20
Sat Flow, veh/h	3442	5018	199	1792	5136	1599	1774	603	1071	3476	1956	1599
Grp Volume(v), veh/h	403	1471	798	213	2601	383	73	0	125	536	80	126
Grp Sat Flow(s),veh/h/ln	1721	1695	1828	1792	1712	1599	1774	0	1674	1738	1956	1599
Q Serve(g_s), s	18.5	49.6	50.1	18.8	65.9	20.2	6.5	0.0	11.9	24.3	5.4	10.9
Cycle Q Clear(g_c), s	18.5	49.6	50.1	18.8	65.9	20.2	6.5	0.0	11.9	24.3	5.4	10.9
Prop In Lane	1.00		0.11	1.00		1.00	1.00		0.64	1.00		1.00
Lane Grp Cap(c), veh/h	441	2019	1089	235	3074	957	91	0	134	576	397	324
V/C Ratio(X)	0.91	0.73	0.73	0.91	0.85	0.40	0.80	0.00	0.93	0.93	0.20	0.39
Avail Cap(c_a), veh/h	443	2019	1089	287	3074	957	157	0	134	584	397	324
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	68.9	23.1	23.2	68.5	26.1	16.9	75.1	0.0	73.2	65.9	53.0	55.2
Incr Delay (d2), s/veh	23.1	2.3	4.4	26.9	3.1	1.2	14.6	0.0	57.7	21.7	0.2	0.8
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	10.2	23.7	26.6	11.0	31.9	9.3	3.6	0.0	7.7	13.4	3.0	4.9
LnGrp Delay(d),s/veh	92.0	25.5	27.6	95.5	29.2	18.2	89.7	0.0	130.9	87.5	53.3	55.9
LnGrp LOS	F	C	C	F	C	B	F		F	F	D	E
Approach Vol, veh/h		2672			3197			198			742	
Approach Delay, s/veh		36.1			32.3			115.7			78.5	
Approach LOS		D			C			F			E	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	27.9	103.3	33.8	20.0	28.4	102.8	14.0	39.8
Change Period (Y+Rc), s	7.4	6.8	* 7.3	* 7.2	7.4	6.8	* 5.8	* 7.3
Max Green Setting (Gmax), s	20.6	72.2	* 27	* 13	25.6	67.2	* 14	* 26
Max Q Clear Time (g_c+I1), s	20.5	67.9	26.3	13.9	20.8	52.1	8.5	12.9
Green Ext Time (p_c), s	0.0	4.3	0.2	0.0	0.2	15.0	0.1	2.4

Intersection Summary	
HCM 2010 Ctrl Delay	41.3
HCM 2010 LOS	D

Notes

User approved ignoring U-Turning movement.

* HCM 2010 computational engine requires equal clearance times for the phases crossing the barrier.

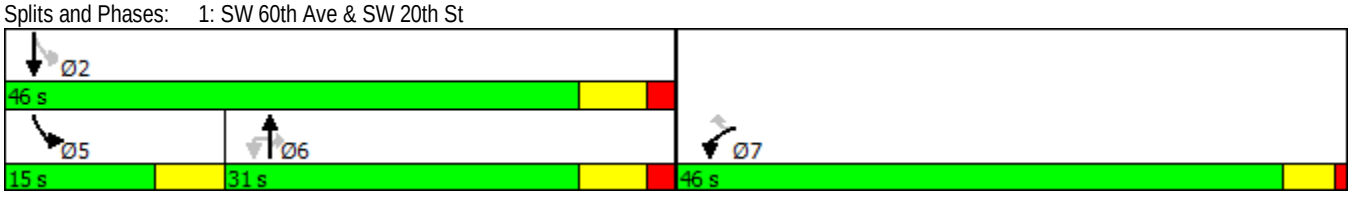
PM Peak Hour Buildout Traffic Conditions (with Background Improvement)

Lane Group	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (vph)	606	335	3	808	431	218	1138
Future Volume (vph)	606	335	3	808	431	218	1138
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Heavy Vehicles (%)	2%	2%	3%	3%	3%	2%	2%
Adj. Flow (vph)	681	376	3	908	484	245	1279
Shared Lane Traffic (%)							
Lane Group Flow (vph)	681	376	3	908	484	245	1279
Turn Type	Prot	Perm	Perm	NA	Perm	pm+pt	NA
Protected Phases	7			6		5	2
Permitted Phases		7	6		6	2	
Detector Phase	7	7	6	6	6	5	2
Switch Phase							
Minimum Initial (s)	5.0	5.0	15.0	15.0	15.0	10.0	15.0
Minimum Split (s)	22.5	22.5	21.7	21.7	21.7	14.7	21.7
Total Split (s)	46.0	46.0	31.0	31.0	31.0	15.0	46.0
Total Split (%)	50.0%	50.0%	33.7%	33.7%	33.7%	16.3%	50.0%
Yellow Time (s)	3.5	3.5	4.7	4.7	4.7	4.7	4.7
All-Red Time (s)	1.0	1.0	2.0	2.0	2.0	0.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	6.7	6.7	6.7	4.7	6.7
Lead/Lag			Lag	Lag	Lag	Lead	
Lead-Lag Optimize?			Yes	Yes	Yes	Yes	
Recall Mode	None	None	Min	Min	Min	None	Min
v/c Ratio	0.91	0.44	0.04	0.93	0.62	0.82	0.80
Control Delay	42.2	4.6	26.7	49.2	6.6	41.5	26.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	42.2	4.6	26.7	49.2	6.6	41.5	26.7
Queue Length 50th (ft)	342	14	1	276	0	88	342
Queue Length 95th (ft)	#546	64	9	#400	73	#215	427
Internal Link Dist (ft)	2558			6545			3224
Turn Bay Length (ft)			185		295	190	
Base Capacity (vph)	841	926	84	975	785	299	1593
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.81	0.41	0.04	0.93	0.62	0.82	0.80

Intersection Summary

Cycle Length: 92
Actuated Cycle Length: 87.7
Natural Cycle: 90
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 1: SW 60th Ave & SW 20th St



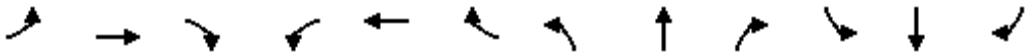
Movement	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (veh/h)	606	335	3	808	431	218	1138
Future Volume (veh/h)	606	335	3	808	431	218	1138
Number	7	14		6	16	5	2
Initial Q (Qb), veh	0	0		0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00			1.00	1.00	
Parking Bus, Adj	1.00	1.00		1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863		1845	1845	1863	1863
Adj Flow Rate, veh/h	681	183		908	372	245	1279
Adj No. of Lanes	1	1		2	1	1	2
Peak Hour Factor	0.89	0.89		0.89	0.89	0.89	0.89
Percent Heavy Veh, %	2	2		3	3	2	2
Cap, veh/h	733	654		995	445	306	1612
Arrive On Green	0.41	0.41		0.28	0.28	0.12	0.46
Sat Flow, veh/h	1774	1583		3597	1568	1774	3632
Grp Volume(v), veh/h	681	183		908	372	245	1279
Grp Sat Flow(s),veh/h/ln	1774	1583		1752	1568	1774	1770
Q Serve(g_s), s	31.2	6.5		21.4	19.0	7.9	26.3
Cycle Q Clear(g_c), s	31.2	6.5		21.4	19.0	7.9	26.3
Prop In Lane	1.00	1.00			1.00	1.00	
Lane Grp Cap(c), veh/h	733	654		995	445	306	1612
V/C Ratio(X)	0.93	0.28		0.91	0.84	0.80	0.79
Avail Cap(c_a), veh/h	862	769		997	446	313	1628
HCM Platoon Ratio	1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	23.9	16.6		29.6	28.7	20.4	19.8
Incr Delay (d2), s/veh	14.7	0.2		12.4	13.0	13.6	2.8
Initial Q Delay(d3),s/veh	0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	18.1	6.9		12.1	16.7	5.0	13.4
LnGrp Delay(d),s/veh	38.6	16.9		41.9	41.7	34.0	22.6
LnGrp LOS	D	B		D	D	C	C
Approach Vol, veh/h	864			1280			1524
Approach Delay, s/veh	34.0			41.9			24.4
Approach LOS	C			D			C

Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4	5	6		
Phs Duration (G+Y+Rc), s		45.6		39.8	14.7	30.9		
Change Period (Y+Rc), s		6.7		4.5	4.7	6.7		
Max Green Setting (Gmax), s		39.3		41.5	10.3	24.3		
Max Q Clear Time (g_c+I1), s		28.3		33.2	9.9	23.4		
Green Ext Time (p_c), s		9.3		2.1	0.0	0.9		

Intersection Summary	
HCM 2010 Ctrl Delay	32.8
HCM 2010 LOS	C

Notes

User approved ignoring U-Turning movement.



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	28	621	96	168	888	45	129	2	62	19	2	22
Future Volume (vph)	28	621	96	168	888	45	129	2	62	19	2	22
Peak Hour Factor	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84
Heavy Vehicles (%)	1%	1%	1%	2%	2%	2%	0%	0%	0%	3%	3%	3%
Adj. Flow (vph)	33	739	114	200	1057	54	154	2	74	23	2	26
Shared Lane Traffic (%)												
Lane Group Flow (vph)	33	853	0	200	1111	0	0	230	0	0	51	0
Sign Control		Free			Free			Stop			Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Int Delay, s/veh	172.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	28	621	96	168	888	45	129	2	62	19	2	22
Future Vol, veh/h	28	621	96	168	888	45	129	2	62	19	2	22
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	225	-	-	225	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	84	84	84	84	84	84	84	84	84	84	84	84
Heavy Vehicles, %	1	1	1	2	2	2	0	0	0	3	3	3
Mvmt Flow	33	739	114	200	1057	54	154	2	74	23	2	26

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1111	0	0	854	0	0	1793	2374	427	1922	2404	555
Stage 1	-	-	-	-	-	-	863	863	-	1484	1484	-
Stage 2	-	-	-	-	-	-	930	1511	-	438	920	-
Critical Hdwy	4.12	-	-	4.14	-	-	7.5	6.5	6.9	7.56	6.56	6.96
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	6.56	5.56	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	6.56	5.56	-
Follow-up Hdwy	2.21	-	-	2.22	-	-	3.5	4	3.3	3.53	4.03	3.33
Pot Cap-1 Maneuver	630	-	-	781	-	-	~ 52	35	582	40	32	473
Stage 1	-	-	-	-	-	-	320	374	-	130	185	-
Stage 2	-	-	-	-	-	-	291	185	-	565	346	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	630	-	-	781	-	-	~ 35	25	582	25	23	473
Mov Cap-2 Maneuver	-	-	-	-	-	-	~ 35	25	-	25	23	-
Stage 1	-	-	-	-	-	-	303	354	-	123	138	-
Stage 2	-	-	-	-	-	-	201	138	-	464	328	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.4	1.7	$ 1782.2	285.3
HCM LOS			F	F

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	50	630	-	-	781	-	-	48
HCM Lane V/C Ratio	4.595	0.053	-	-	0.256	-	-	1.066
HCM Control Delay (s)	$ 1782.2	11	-	-	11.2	-	-	285.3
HCM Lane LOS	F	B	-	-	B	-	-	F
HCM 95th %tile Q(veh)	25.8	0.2	-	-	1	-	-	4.6

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Lane Group	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	69	743	4	1003	27	85	180
Future Volume (vph)	69	743	4	1003	27	85	180
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	1%	1%	1%	1%	1%	2%	2%
Adj. Flow (vph)	76	816	4	1102	30	93	198
Shared Lane Traffic (%)							
Lane Group Flow (vph)	76	816	4	1132	0	93	198
Turn Type	pm+pt	NA	Perm	NA		Prot	Prot
Protected Phases	1	6		2		3	3
Permitted Phases	6		2				
Detector Phase	1	6	2	2		3	3
Switch Phase							
Minimum Initial (s)	5.0	5.0	5.0	5.0		5.0	5.0
Minimum Split (s)	11.3	24.3	24.3	24.3		11.3	11.3
Total Split (s)	12.0	50.0	38.0	38.0		20.0	20.0
Total Split (%)	17.1%	71.4%	54.3%	54.3%		28.6%	28.6%
Yellow Time (s)	4.3	4.3	4.3	4.3		4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0		2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0		0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3		6.3	6.3
Lead/Lag	Lead		Lag	Lag			
Lead-Lag Optimize?	Yes		Yes	Yes			
Recall Mode	None	Min	None	None		None	None
v/c Ratio	0.24	0.37	0.01	0.63		0.34	0.48
Control Delay	6.2	5.9	10.0	13.7		27.3	9.0
Queue Delay	0.0	0.0	0.0	0.0		0.0	0.0
Total Delay	6.2	5.9	10.0	13.7		27.3	9.0
Queue Length 50th (ft)	8	58	1	163		31	0
Queue Length 95th (ft)	23	101	6	252		73	50
Internal Link Dist (ft)		4996		2796		1805	
Turn Bay Length (ft)	250		250				
Base Capacity (vph)	322	2843	377	2080		446	547
Starvation Cap Reductn	0	0	0	0		0	0
Spillback Cap Reductn	0	0	0	0		0	0
Storage Cap Reductn	0	0	0	0		0	0
Reduced v/c Ratio	0.24	0.29	0.01	0.54		0.21	0.36

Intersection Summary

Cycle Length: 70
Actuated Cycle Length: 56.3
Natural Cycle: 60
Control Type: Actuated-Uncoordinated

Splits and Phases: 3: SW 20th St & SW 44th Ave





Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (veh/h)	69	743	4	1003	27	85	180
Future Volume (veh/h)	69	743	4	1003	27	85	180
Number	1	6		2	12	3	18
Initial Q (Qb), veh	0	0		0	0	0	0
Ped-Bike Adj(A_pbT)	1.00				1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00		1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881		1881	1900	1863	1863
Adj Flow Rate, veh/h	76	816		1102	30	93	198
Adj No. of Lanes	1	2		2	0	1	1
Peak Hour Factor	0.91	0.91		0.91	0.91	0.91	0.91
Percent Heavy Veh, %	1	1		1	1	2	2
Cap, veh/h	337	2229		1617	44	284	253
Arrive On Green	0.06	0.62		0.45	0.45	0.16	0.16
Sat Flow, veh/h	1792	3668		3649	97	1774	1583
Grp Volume(v), veh/h	76	816		554	578	93	198
Grp Sat Flow(s),veh/h/ln	1792	1787		1787	1864	1774	1583
Q Serve(g_s), s	1.2	6.5		14.3	14.3	2.7	7.0
Cycle Q Clear(g_c), s	1.2	6.5		14.3	14.3	2.7	7.0
Prop In Lane	1.00				0.05	1.00	1.00
Lane Grp Cap(c), veh/h	337	2229		813	848	284	253
V/C Ratio(X)	0.23	0.37		0.68	0.68	0.33	0.78
Avail Cap(c_a), veh/h	404	2682		973	1015	417	373
HCM Platoon Ratio	1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	8.8	5.3		12.5	12.5	21.7	23.5
Incr Delay (d2), s/veh	0.3	0.1		1.5	1.5	0.7	6.4
Initial Q Delay(d3),s/veh	0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	3.2		7.3	7.6	1.4	3.5
LnGrp Delay(d),s/veh	9.2	5.4		14.1	14.0	22.4	29.9
LnGrp LOS	A	A		B	B	C	C
Approach Vol, veh/h		892		1132		291	
Approach Delay, s/veh		5.8		14.0		27.5	
Approach LOS		A		B		C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2				6		8
Phs Duration (G+Y+Rc), s	9.8	32.8				42.6		15.6
Change Period (Y+Rc), s	6.3	6.3				6.3		6.3
Max Green Setting (Gmax), s	5.7	31.7				43.7		13.7
Max Q Clear Time (g_c+I1), s	3.2	16.3				8.5		9.0
Green Ext Time (p_c), s	0.0	10.2				16.7		0.4

Intersection Summary	
HCM 2010 Ctrl Delay	12.5
HCM 2010 LOS	B

Notes

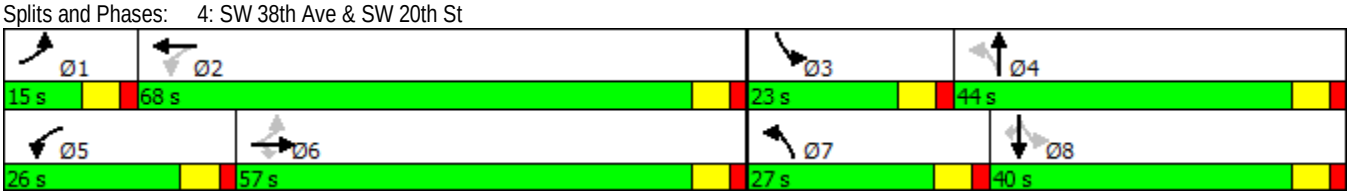
User approved ignoring U-Turning movement.

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	41	574	76	255	864	76	81	119	244	240	195	94
Future Volume (vph)	41	574	76	255	864	76	81	119	244	240	195	94
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	3%	3%	3%	2%	2%	2%
Adj. Flow (vph)	48	675	89	300	1016	89	95	140	287	282	229	111
Shared Lane Traffic (%)												
Lane Group Flow (vph)	48	675	89	300	1105	0	95	427	0	282	229	111
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		8
Detector Phase	1	6	6	5	2		7	4		3	8	8
Switch Phase												
Minimum Initial (s)	5.0	20.0	20.0	10.0	20.0		5.0	10.0		5.0	10.0	10.0
Minimum Split (s)	11.3	26.3	26.3	16.3	26.3		11.3	20.0		11.3	20.0	20.0
Total Split (s)	15.0	57.0	57.0	26.0	68.0		27.0	44.0		23.0	40.0	40.0
Total Split (%)	10.0%	38.0%	38.0%	17.3%	45.3%		18.0%	29.3%		15.3%	26.7%	26.7%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3		4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3		6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None		None	None	None
v/c Ratio	0.25	1.05	0.14	1.05	0.71		0.25	0.95		1.13	0.44	0.20
Control Delay	23.1	95.6	0.4	108.9	37.6		30.7	77.8		136.4	47.0	2.0
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	23.1	95.6	0.4	108.9	37.6		30.7	77.8		136.4	47.0	2.0
Queue Length 50th (ft)	23	~724	0	~271	473		58	356		~266	182	0
Queue Length 95th (ft)	43	#879	0	#423	521		94	#501		#423	256	4
Internal Link Dist (ft)		2796			3003			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	206	644	653	287	1567		493	471		249	526	562
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	0
Reduced v/c Ratio	0.23	1.05	0.14	1.05	0.71		0.19	0.91		1.13	0.44	0.20

Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 148.1
Natural Cycle: 110
Control Type: Actuated-Uncoordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	41	574	76	255	864	76	81	119	244	240	195	94
Future Volume (veh/h)	41	574	76	255	864	76	81	119	244	240	195	94
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1881	1881	1881	1900	1845	1845	1900	1863	1863	1863
Adj Flow Rate, veh/h	48	675	35	300	1016	84	95	140	186	282	229	56
Adj No. of Lanes	1	1	1	1	2	0	1	1	0	1	1	1
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Percent Heavy Veh, %	1	1	1	1	1	1	3	3	3	2	2	2
Cap, veh/h	222	668	568	298	1550	128	335	153	204	282	511	435
Arrive On Green	0.03	0.36	0.36	0.14	0.46	0.46	0.06	0.21	0.21	0.12	0.27	0.27
Sat Flow, veh/h	1792	1881	1599	1792	3343	276	1757	720	956	1774	1863	1583
Grp Volume(v), veh/h	48	675	35	300	543	557	95	0	326	282	229	56
Grp Sat Flow(s),veh/h/ln	1792	1881	1599	1792	1787	1832	1757	0	1676	1774	1863	1583
Q Serve(g_s), s	2.4	50.7	2.1	19.7	33.4	33.4	6.0	0.0	27.1	16.7	14.5	3.8
Cycle Q Clear(g_c), s	2.4	50.7	2.1	19.7	33.4	33.4	6.0	0.0	27.1	16.7	14.5	3.8
Prop In Lane	1.00		1.00	1.00		0.15	1.00		0.57	1.00		1.00
Lane Grp Cap(c), veh/h	222	668	568	298	828	849	335	0	357	282	511	435
V/C Ratio(X)	0.22	1.01	0.06	1.01	0.66	0.66	0.28	0.00	0.91	1.00	0.45	0.13
Avail Cap(c_a), veh/h	278	668	568	298	828	849	492	0	443	282	511	435
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	29.0	46.0	30.3	47.9	29.5	29.5	40.5	0.0	54.9	41.2	42.8	38.9
Incr Delay (d2), s/veh	0.5	37.3	0.0	54.1	1.9	1.8	0.5	0.0	20.4	53.3	0.6	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.2	33.1	0.9	16.1	16.9	17.3	2.9	0.0	14.6	7.1	7.5	1.7
LnGrp Delay(d),s/veh	29.5	83.3	30.4	102.0	31.4	31.3	40.9	0.0	75.2	94.5	43.4	39.1
LnGrp LOS	C	F	C	F	C	C	D		E	F	D	D
Approach Vol, veh/h		758			1400			421			567	
Approach Delay, s/veh		77.5			46.5			67.5			68.4	
Approach LOS		E			D			E			E	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	10.6	72.4	23.0	36.7	26.0	57.0	14.2	45.5
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	8.7	61.7	16.7	37.7	19.7	50.7	20.7	33.7
Max Q Clear Time (g_c+I1), s	4.4	35.4	18.7	29.1	21.7	52.7	8.0	16.5
Green Ext Time (p_c), s	0.0	13.0	0.0	1.3	0.0	0.0	0.2	3.4

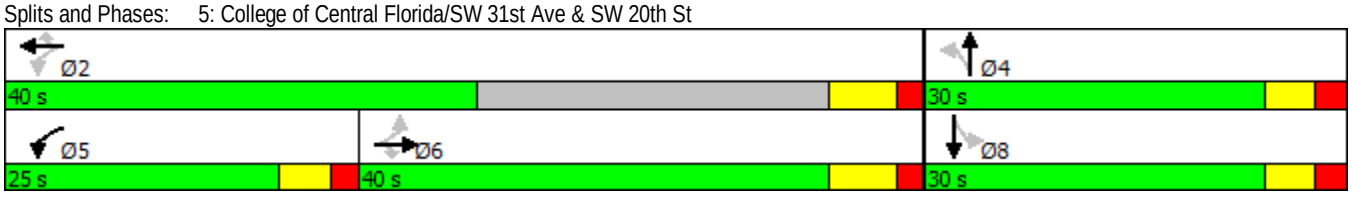
Intersection Summary	
HCM 2010 Ctrl Delay	60.7
HCM 2010 LOS	E

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	39	737	65	109	721	78	62	62	120	77	94	105
Future Volume (vph)	39	737	65	109	721	78	62	62	120	77	94	105
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	1%	1%	1%	2%	2%	2%
Adj. Flow (vph)	45	857	76	127	838	91	72	72	140	90	109	122
Shared Lane Traffic (%)												
Lane Group Flow (vph)	45	857	76	127	838	91	72	212	0	90	231	0
Turn Type	Perm	NA	Perm	pm+pt	NA	Perm	Perm	NA		Perm	NA	
Protected Phases		6		5	2			4			8	
Permitted Phases	6		6	2		2	4			8		
Detector Phase	6	6	6	5	2	2	4	4		8	8	
Switch Phase												
Minimum Initial (s)	15.0	15.0	15.0	5.0	15.0	15.0	8.0	8.0		8.0	8.0	
Minimum Split (s)	28.7	28.7	28.7	10.6	28.7	28.7	27.0	27.0		27.0	27.0	
Total Split (s)	40.0	40.0	40.0	25.0	40.0	40.0	30.0	30.0		30.0	30.0	
Total Split (%)	42.1%	42.1%	42.1%	26.3%	42.1%	42.1%	31.6%	31.6%		31.6%	31.6%	
Yellow Time (s)	4.7	4.7	4.7	3.6	4.7	4.7	3.6	3.6		3.6	3.6	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.4	2.4		2.4	2.4	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.7	6.7	6.7	5.6	6.7	6.7	6.0	6.0		6.0	6.0	
Lead/Lag	Lag	Lag	Lag	Lead								
Lead-Lag Optimize?	Yes	Yes	Yes	Yes								
Recall Mode	Min	Min	Min	None	Min	Min	None	None		None	None	
v/c Ratio	0.16	0.96	0.09	0.39	0.70	0.09	0.44	0.54		0.50	0.64	
Control Delay	16.3	45.1	2.6	10.3	13.2	1.8	36.0	20.7		37.8	29.8	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	16.3	45.1	2.6	10.3	13.2	1.8	36.0	20.7		37.8	29.8	
Queue Length 50th (ft)	11	368	0	17	204	0	29	46		37	73	
Queue Length 95th (ft)	38	#716	15	51	393	15	67	103		80	139	
Internal Link Dist (ft)		3003			1127			192			432	
Turn Bay Length (ft)	150		150	350		200	200			150		
Base Capacity (vph)	287	894	812	566	1535	1322	311	645		338	625	
Starvation Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Reduced v/c Ratio	0.16	0.96	0.09	0.22	0.55	0.07	0.23	0.33		0.27	0.37	

Intersection Summary

Cycle Length: 95
Actuated Cycle Length: 71.6
Natural Cycle: 90
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 5: College of Central Florida/SW 31st Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	39	737	65	109	721	78	62	62	120	77	94	105
Future Volume (veh/h)	39	737	65	109	721	78	62	62	120	77	94	105
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1881	1881	1881	1881	1881	1881	1900	1863	1863	1900
Adj Flow Rate, veh/h	45	857	52	127	838	72	72	72	105	90	109	92
Adj No. of Lanes	1	1	1	1	1	1	1	1	0	1	1	0
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Percent Heavy Veh, %	1	1	1	1	1	1	1	1	1	2	2	2
Cap, veh/h	277	871	740	223	1137	967	238	152	221	254	205	173
Arrive On Green	0.46	0.46	0.46	0.06	0.60	0.60	0.22	0.22	0.22	0.22	0.22	0.22
Sat Flow, veh/h	617	1881	1599	1792	1881	1599	1188	693	1010	1203	935	789
Grp Volume(v), veh/h	45	857	52	127	838	72	72	0	177	90	0	201
Grp Sat Flow(s),veh/h/ln	617	1881	1599	1792	1881	1599	1188	0	1703	1203	0	1724
Q Serve(g_s), s	4.0	32.4	1.3	2.4	22.9	1.3	4.1	0.0	6.5	5.1	0.0	7.4
Cycle Q Clear(g_c), s	16.7	32.4	1.3	2.4	22.9	1.3	11.5	0.0	6.5	11.6	0.0	7.4
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.59	1.00		0.46
Lane Grp Cap(c), veh/h	277	871	740	223	1137	967	238	0	373	254	0	377
V/C Ratio(X)	0.16	0.98	0.07	0.57	0.74	0.07	0.30	0.00	0.47	0.35	0.00	0.53
Avail Cap(c_a), veh/h	277	871	740	591	1137	967	374	0	568	392	0	575
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	19.7	19.1	10.7	16.3	10.1	5.9	29.9	0.0	24.5	29.5	0.0	24.8
Incr Delay (d2), s/veh	0.3	26.6	0.0	2.3	2.5	0.0	0.7	0.0	0.9	0.8	0.0	1.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.7	23.1	0.6	2.6	12.4	0.6	1.4	0.0	3.1	1.7	0.0	3.6
LnGrp Delay(d),s/veh	20.0	45.7	10.8	18.6	12.7	5.9	30.7	0.0	25.4	30.4	0.0	26.0
LnGrp LOS	C	D	B	B	B	A	C		C	C		C
Approach Vol, veh/h		954			1037			249			291	
Approach Delay, s/veh		42.6			12.9			26.9			27.4	
Approach LOS		D			B			C			C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4	5	6		8
Phs Duration (G+Y+Rc), s		50.2		21.8	10.2	40.0		21.8
Change Period (Y+Rc), s		6.7		6.0	5.6	6.7		6.0
Max Green Setting (Gmax), s		33.3		24.0	19.4	33.3		24.0
Max Q Clear Time (g_c+I1), s		24.9		13.5	4.4	34.4		13.6
Green Ext Time (p_c), s		6.4		2.2	0.2	0.0		2.2

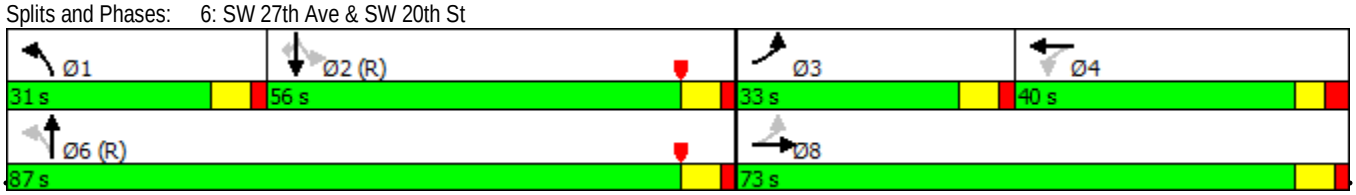
Intersection Summary	
HCM 2010 Ctrl Delay	27.1
HCM 2010 LOS	C

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	294	368	326	17	305	77	290	806	22	66	897	298
Future Volume (vph)	294	368	326	17	305	77	290	806	22	66	897	298
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Heavy Vehicles (%)	1%	1%	1%	0%	0%	0%	2%	2%	2%	1%	1%	1%
Adj. Flow (vph)	313	391	347	18	324	82	309	857	23	70	954	317
Shared Lane Traffic (%)												
Lane Group Flow (vph)	313	738	0	18	406	0	309	880	0	70	954	317
Turn Type	pm+pt	NA		Perm	NA		pm+pt	NA		Perm	NA	Perm
Protected Phases	3	8			4		1	6			2	
Permitted Phases	8			4			6			2		2
Detector Phase	3	8		4	4		1	6		2	2	2
Switch Phase												
Minimum Initial (s)	7.0	7.0		7.0	7.0		7.0	20.0		20.0	20.0	20.0
Minimum Split (s)	13.7	20.0		20.0	20.0		13.7	26.7		26.7	26.7	26.7
Total Split (s)	33.0	73.0		40.0	40.0		31.0	87.0		56.0	56.0	56.0
Total Split (%)	20.6%	45.6%		25.0%	25.0%		19.4%	54.4%		35.0%	35.0%	35.0%
Yellow Time (s)	4.7	4.7		3.6	3.6		4.7	4.7		4.7	4.7	4.7
All-Red Time (s)	2.0	2.0		3.1	3.1		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.7	6.7		6.7	6.7		6.7	6.7		6.7	6.7	6.7
Lead/Lag	Lead			Lag	Lag		Lead			Lag	Lag	Lag
Lead-Lag Optimize?	Yes			Yes	Yes		Yes			Yes	Yes	Yes
Recall Mode	None	None		None	None		None	C-Max		C-Max	C-Max	C-Max
v/c Ratio	0.95	0.99		0.38	1.02		0.98	0.50		0.37	0.87	0.45
Control Delay	84.8	74.9		80.7	108.8		94.5	27.6		50.5	61.7	6.0
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	84.8	74.9		80.7	108.8		94.5	27.6		50.5	61.7	6.0
Queue Length 50th (ft)	274	740		16	~453		275	315		58	497	0
Queue Length 95th (ft)	#462	#1028		49	#674		#479	375		111	589	73
Internal Link Dist (ft)		941			462			544			1105	
Turn Bay Length (ft)	350			200			300			350		400
Base Capacity (vph)	339	744		47	399		315	1770		187	1101	712
Starvation Cap Reductn	0	0		0	0		0	0		0	0	0
Spillback Cap Reductn	0	0		0	0		0	0		0	0	0
Storage Cap Reductn	0	0		0	0		0	0		0	0	0
Reduced v/c Ratio	0.92	0.99		0.38	1.02		0.98	0.50		0.37	0.87	0.45

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 30 (19%), Referenced to phase 2:SBTL and 6:NBTL, Start of Yellow
Natural Cycle: 110
Control Type: Actuated-Coordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 6: SW 27th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	294	368	326	17	305	77	290	806	22	66	897	298
Future Volume (veh/h)	294	368	326	17	305	77	290	806	22	66	897	298
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1900	1900	1900	1900	1863	1863	1900	1881	1881	1881
Adj Flow Rate, veh/h	313	391	316	18	324	69	309	857	22	70	954	180
Adj No. of Lanes	1	1	0	1	1	0	1	2	0	1	2	1
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	1	1	1	0	0	0	2	2	2	1	1	1
Cap, veh/h	332	399	322	55	321	68	329	1773	46	249	1149	514
Arrive On Green	0.16	0.41	0.41	0.21	0.21	0.21	0.14	0.50	0.50	0.32	0.32	0.32
Sat Flow, veh/h	1792	964	779	753	1519	324	1774	3526	91	635	3574	1599
Grp Volume(v), veh/h	313	0	707	18	0	393	309	430	449	70	954	180
Grp Sat Flow(s),veh/h/ln	1792	0	1744	753	0	1843	1774	1770	1847	635	1787	1599
Q Serve(g_s), s	23.6	0.0	64.0	2.1	0.0	33.8	20.1	25.5	25.5	13.5	39.5	13.8
Cycle Q Clear(g_c), s	23.6	0.0	64.0	33.8	0.0	33.8	20.1	25.5	25.5	13.5	39.5	13.8
Prop In Lane	1.00		0.45	1.00		0.18	1.00		0.05	1.00		1.00
Lane Grp Cap(c), veh/h	332	0	721	55	0	389	329	890	929	249	1149	514
V/C Ratio(X)	0.94	0.00	0.98	0.33	0.00	1.01	0.94	0.48	0.48	0.28	0.83	0.35
Avail Cap(c_a), veh/h	339	0	723	55	0	389	351	890	929	249	1149	514
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	50.4	0.0	46.3	79.4	0.0	63.1	42.2	26.1	26.1	41.4	50.2	41.5
Incr Delay (d2), s/veh	33.7	0.0	28.6	3.4	0.0	48.1	31.6	1.9	1.8	2.8	7.0	1.9
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	16.8	0.0	36.6	0.8	0.0	22.4	16.4	12.9	13.4	2.5	20.6	6.4
LnGrp Delay(d),s/veh	84.2	0.0	74.9	82.8	0.0	111.2	73.8	28.0	27.9	44.2	57.2	43.4
LnGrp LOS	F		E	F		F	E	C	C	D	E	D
Approach Vol, veh/h		1020			411			1188			1204	
Approach Delay, s/veh		77.8			110.0			39.9			54.4	
Approach LOS		E			F			D			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4		6		8
Phs Duration (G+Y+Rc), s	29.0	58.1	32.3	40.5		87.2		72.8
Change Period (Y+Rc), s	6.7	6.7	6.7	6.7		6.7		6.7
Max Green Setting (Gmax), s	24.3	49.3	26.3	33.3		80.3		66.3
Max Q Clear Time (g_c+I1), s	22.1	41.5	25.6	35.8		27.5		66.0
Green Ext Time (p_c), s	0.2	6.1	0.1	0.0		20.5		0.1

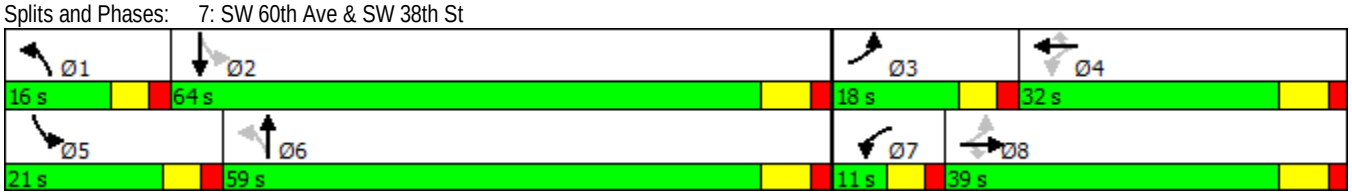
Intersection Summary	
HCM 2010 Ctrl Delay	62.1
HCM 2010 LOS	E

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	264	334	218	85	317	194	165	833	68	178	1083	314
Future Volume (vph)	264	334	218	85	317	194	165	833	68	178	1083	314
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	5%	5%	5%	2%	2%	2%	3%	3%	3%	2%	2%	2%
Adj. Flow (vph)	293	371	242	94	352	216	183	926	76	198	1203	349
Shared Lane Traffic (%)												
Lane Group Flow (vph)	293	371	242	94	352	216	183	1002	0	198	1552	0
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA	
Protected Phases	3	8		7	4		1	6		5	2	
Permitted Phases	8		8	4		4	6			2		
Detector Phase	3	8	8	7	4	4	1	6		5	2	
Switch Phase												
Minimum Initial (s)	5.0	10.0	10.0	5.0	10.0	10.0	7.0	25.0		7.0	25.0	
Minimum Split (s)	10.7	16.8	16.8	10.7	16.8	16.8	12.7	31.8		12.7	31.8	
Total Split (s)	18.0	39.0	39.0	11.0	32.0	32.0	16.0	59.0		21.0	64.0	
Total Split (%)	13.8%	30.0%	30.0%	8.5%	24.6%	24.6%	12.3%	45.4%		16.2%	49.2%	
Yellow Time (s)	3.7	4.8	4.8	3.7	4.8	4.8	3.7	4.8		3.7	4.8	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)	5.7	6.8	6.8	5.7	6.8	6.8	5.7	6.8		5.7	6.8	
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes	
Recall Mode	None	None	None	None	None	None	None	Min		None	Min	
v/c Ratio	0.70	0.84	0.51	0.53	0.97	0.48	0.93	0.68		0.66	1.01	
Control Delay	40.7	63.8	23.5	44.2	92.8	14.8	81.2	33.1		25.0	62.0	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	40.7	63.8	23.5	44.2	92.8	14.8	81.2	33.1		25.0	62.0	
Queue Length 50th (ft)	91	298	80	55	298	29	104	352		77	~717	
Queue Length 95th (ft)	128	#455	166	97	#494	105	#256	447		119	#860	
Internal Link Dist (ft)		3446			2567			4365			6545	
Turn Bay Length (ft)	200		25	310		25	190			185		
Base Capacity (vph)	427	449	478	179	362	448	197	1480		339	1530	
Starvation Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0		0	0	
Reduced v/c Ratio	0.69	0.83	0.51	0.53	0.97	0.48	0.93	0.68		0.58	1.01	

Intersection Summary

Cycle Length: 130
Actuated Cycle Length: 129.6
Natural Cycle: 120
Control Type: Actuated-Uncoordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 7: SW 60th Ave & SW 38th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	264	334	218	85	317	194	165	833	68	178	1083	314
Future Volume (veh/h)	264	334	218	85	317	194	165	833	68	178	1083	314
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1810	1810	1810	1863	1863	1863	1845	1845	1900	1863	1863	1900
Adj Flow Rate, veh/h	293	371	194	94	352	142	183	926	73	198	1203	311
Adj No. of Lanes	2	1	1	1	1	1	1	2	0	1	2	0
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	5	5	5	2	2	2	3	3	3	2	2	2
Cap, veh/h	409	433	368	165	365	310	202	1473	116	323	1243	317
Arrive On Green	0.08	0.24	0.24	0.04	0.20	0.20	0.08	0.45	0.45	0.08	0.44	0.44
Sat Flow, veh/h	3343	1810	1538	1774	1863	1583	1757	3292	260	1774	2794	713
Grp Volume(v), veh/h	293	371	194	94	352	142	183	493	506	198	756	758
Grp Sat Flow(s),veh/h/ln	1672	1810	1538	1774	1863	1583	1757	1752	1799	1774	1770	1737
Q Serve(g_s), s	8.7	25.2	14.1	5.3	24.1	10.2	8.8	27.8	27.8	7.7	53.2	55.3
Cycle Q Clear(g_c), s	8.7	25.2	14.1	5.3	24.1	10.2	8.8	27.8	27.8	7.7	53.2	55.3
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.14	1.00		0.41
Lane Grp Cap(c), veh/h	409	433	368	165	365	310	202	784	805	323	787	773
V/C Ratio(X)	0.72	0.86	0.53	0.57	0.96	0.46	0.91	0.63	0.63	0.61	0.96	0.98
Avail Cap(c_a), veh/h	447	453	385	165	365	310	202	784	805	397	787	773
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	37.8	46.8	42.6	41.8	51.2	45.7	36.5	27.3	27.3	21.0	34.6	35.1
Incr Delay (d2), s/veh	4.9	14.5	1.2	4.5	37.6	1.1	38.5	1.6	1.6	1.9	22.8	27.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.3	14.3	6.1	0.9	16.2	4.5	8.6	13.8	14.1	3.9	30.8	32.2
LnGrp Delay(d),s/veh	42.7	61.3	43.8	46.3	88.8	46.7	75.0	28.9	28.9	22.9	57.4	62.7
LnGrp LOS	D	E	D	D	F	D	E	C	C	C	E	E
Approach Vol, veh/h		858			588			1182			1712	
Approach Delay, s/veh		51.0			71.8			36.0			55.8	
Approach LOS		D			E			D			E	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	16.0	64.0	16.6	32.0	15.6	64.4	11.0	37.6
Change Period (Y+Rc), s	* 5.7	6.8	* 5.7	6.8	* 5.7	6.8	* 5.7	6.8
Max Green Setting (Gmax), s	* 10	57.2	* 12	25.2	* 15	52.2	* 5.3	32.2
Max Q Clear Time (g_c+I1), s	10.8	57.3	10.7	26.1	9.7	29.8	7.3	27.2
Green Ext Time (p_c), s	0.0	0.0	0.2	0.0	0.2	16.8	0.0	2.3

Intersection Summary	
HCM 2010 Ctrl Delay	51.6
HCM 2010 LOS	D

Notes

User approved ignoring U-Turning movement.

* HCM 2010 computational engine requires equal clearance times for the phases crossing the barrier.

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	39	461	21	19	562	92	46	18	23	83	22	40
Future Volume (vph)	39	461	21	19	562	92	46	18	23	83	22	40
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles (%)	4%	4%	4%	2%	2%	2%	0%	0%	0%	4%	4%	4%
Adj. Flow (vph)	40	475	22	20	579	95	47	19	24	86	23	41
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	537	0	0	694	0	0	90	0	0	150	0
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		8			4			6			2	
Permitted Phases	8			4			6			2		
Detector Phase	8	8		4	4		6	6		2	2	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	25.0	25.0		25.0	25.0		20.0	20.0		20.0	20.0	
Total Split (s)	35.0	35.0		35.0	35.0		20.0	20.0		20.0	20.0	
Total Split (%)	63.6%	63.6%		63.6%	63.6%		36.4%	36.4%		36.4%	36.4%	
Yellow Time (s)	4.8	4.8		4.8	4.8		4.8	4.8		4.8	4.8	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)		0.0			0.0			0.0			0.0	
Total Lost Time (s)		6.8			6.8			6.8			6.8	
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode	None	None		None	None		Min	Min		Min	Min	
v/c Ratio		0.67			0.80			0.30			0.49	
Control Delay		14.0			18.4			16.0			20.3	
Queue Delay		0.0			0.0			0.0			0.0	
Total Delay		14.0			18.4			16.0			20.3	
Queue Length 50th (ft)		94			130			15			28	
Queue Length 95th (ft)		201			#293			48			77	
Internal Link Dist (ft)		1473			795			863			1230	
Turn Bay Length (ft)												
Base Capacity (vph)		1084			1171			440			436	
Starvation Cap Reductn		0			0			0			0	
Spillback Cap Reductn		0			0			0			0	
Storage Cap Reductn		0			0			0			0	
Reduced v/c Ratio		0.50			0.59			0.20			0.34	

Intersection Summary

Cycle Length: 55
Actuated Cycle Length: 45.2
Natural Cycle: 55
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 8: SW 43rd Ct & SW 40th Ct



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	39	461	21	19	562	92	46	18	23	83	22	40
Future Volume (veh/h)	39	461	21	19	562	92	46	18	23	83	22	40
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1900	1827	1900	1900	1863	1900	1900	1900	1900	1900	1827	1900
Adj Flow Rate, veh/h	40	475	22	20	579	95	47	19	24	86	23	41
Adj No. of Lanes	0	1	0	0	1	0	0	1	0	0	1	0
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	4	4	4	2	2	2	0	0	0	4	4	4
Cap, veh/h	126	828	37	100	789	127	234	91	70	257	54	65
Arrive On Green	0.51	0.51	0.51	0.51	0.51	0.51	0.15	0.15	0.15	0.15	0.15	0.15
Sat Flow, veh/h	63	1607	71	19	1533	246	654	589	452	770	348	420
Grp Volume(v), veh/h	537	0	0	694	0	0	90	0	0	150	0	0
Grp Sat Flow(s),veh/h/ln	1741	0	0	1798	0	0	1695	0	0	1538	0	0
Q Serve(g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.8	0.0	0.0
Cycle Q Clear(g_c), s	8.4	0.0	0.0	12.3	0.0	0.0	1.8	0.0	0.0	3.6	0.0	0.0
Prop In Lane	0.07		0.04	0.03		0.14	0.52		0.27	0.57		0.27
Lane Grp Cap(c), veh/h	991	0	0	1016	0	0	395	0	0	375	0	0
V/C Ratio(X)	0.54	0.00	0.00	0.68	0.00	0.00	0.23	0.00	0.00	0.40	0.00	0.00
Avail Cap(c_a), veh/h	1270	0	0	1318	0	0	647	0	0	616	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	6.9	0.0	0.0	7.8	0.0	0.0	15.5	0.0	0.0	16.1	0.0	0.0
Incr Delay (d2), s/veh	0.5	0.0	0.0	1.0	0.0	0.0	0.3	0.0	0.0	0.7	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.2	0.0	0.0	6.3	0.0	0.0	0.9	0.0	0.0	1.7	0.0	0.0
LnGrp Delay(d),s/veh	7.3	0.0	0.0	8.8	0.0	0.0	15.8	0.0	0.0	16.8	0.0	0.0
LnGrp LOS	A			A			B			B		
Approach Vol, veh/h		537			694			90			150	
Approach Delay, s/veh		7.3			8.8			15.8			16.8	
Approach LOS		A			A			B			B	

Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4		6		8
Phs Duration (G+Y+Rc), s		13.1		28.0		13.1		28.0
Change Period (Y+Rc), s		6.8		6.8		6.8		6.8
Max Green Setting (Gmax), s		13.2		28.2		13.2		28.2
Max Q Clear Time (g_c+I1), s		5.6		14.3		3.8		10.4
Green Ext Time (p_c), s		0.8		6.9		0.9		7.9

Intersection Summary	
HCM 2010 Ctrl Delay	9.5
HCM 2010 LOS	A

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	412	2138	94	209	2549	520	72	44	145	537	78	375
Future Volume (vph)	412	2138	94	209	2549	520	72	44	145	537	78	375
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Heavy Vehicles (%)	2%	2%	2%	1%	1%	1%	2%	2%	2%	1%	1%	1%
Adj. Flow (vph)	420	2182	96	213	2601	531	73	45	148	548	80	383
Shared Lane Traffic (%)												
Lane Group Flow (vph)	420	2278	0	213	2601	531	73	193	0	548	80	383
Turn Type	Prot	NA		Prot	NA	Perm	Prot	NA		Prot	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases						2						8
Detector Phase	1	6		5	2	2	7	4		3	8	8
Switch Phase												
Minimum Initial (s)	7.0	20.0		7.0	20.0	20.0	7.0	7.0		7.0	7.0	7.0
Minimum Split (s)	14.4	38.8		14.4	37.8	37.8	12.8	14.2		13.1	14.3	14.3
Total Split (s)	28.0	74.0		33.0	79.0	79.0	20.0	20.0		33.0	33.0	33.0
Total Split (%)	17.5%	46.3%		20.6%	49.4%	49.4%	12.5%	12.5%		20.6%	20.6%	20.6%
Yellow Time (s)	4.8	4.8		4.8	4.8	4.8	3.7	3.7		3.7	3.7	3.7
All-Red Time (s)	2.6	2.0		2.6	2.0	2.0	2.1	3.5		2.4	3.6	3.6
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	7.4	6.8		7.4	6.8	6.8	5.8	7.2		6.1	7.3	7.3
Lead/Lag	Lead	Lag		Lead	Lag	Lag	Lead	Lead		Lag	Lag	Lag
Lead-Lag Optimize?	Yes	Yes		Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes
Recall Mode	None	C-Min		None	C-Min	C-Min	None	None		None	None	None
v/c Ratio	0.94	1.03		0.84	1.12	0.62	0.58	0.94		0.95	0.21	0.78
Control Delay	90.8	52.8		93.2	102.2	20.0	89.3	91.0		91.6	59.0	32.2
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Total Delay	90.8	52.8		93.2	102.2	20.0	89.3	91.0		91.6	59.0	32.2
Queue Length 50th (ft)	238	~925		217	~1145	223	75	122		295	73	131
Queue Length 95th (ft)	m235	m#382		#327	#1222	351	132	#285		#409	128	#293
Internal Link Dist (ft)		663			2272			411			708	
Turn Bay Length (ft)	290			500			170			260		25
Base Capacity (vph)	445	2220		285	2317	859	157	205		582	376	493
Starvation Cap Reductn	0	0		0	0	0	0	0		0	0	0
Spillback Cap Reductn	0	0		0	0	0	0	0		0	0	0
Storage Cap Reductn	0	0		0	0	0	0	0		0	0	0
Reduced v/c Ratio	0.94	1.03		0.75	1.12	0.62	0.46	0.94		0.94	0.21	0.78

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 116 (73%), Referenced to phase 2:WBT and 6:EBT, Start of Yellow
Natural Cycle: 145
Control Type: Actuated-Coordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 9: SW 38th Ct & SR 200



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	412	2138	94	209	2549	520	72	44	145	537	78	375
Future Volume (veh/h)	412	2138	94	209	2549	520	72	44	145	537	78	375
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1900	1881	1881	1881	1863	1863	1900	1881	1956	1881
Adj Flow Rate, veh/h	420	2182	87	213	2601	398	73	45	80	548	80	131
Adj No. of Lanes	2	3	0	1	3	1	1	1	0	2	1	1
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Percent Heavy Veh, %	2	2	2	1	1	1	2	2	2	1	1	1
Cap, veh/h	443	3494	139	235	3589	1117	91	48	86	584	402	328
Arrive On Green	0.13	0.47	0.70	0.13	0.23	0.70	0.05	0.08	0.08	0.17	0.21	0.21
Sat Flow, veh/h	3442	5018	199	1792	5136	1599	1774	603	1071	3476	1956	1599
Grp Volume(v), veh/h	420	1471	798	213	2601	398	73	0	125	548	80	131
Grp Sat Flow(s),veh/h/ln	1721	1695	1828	1792	1712	1599	1774	0	1674	1738	1956	1599
Q Serve(g_s), s	19.4	52.2	51.3	18.8	74.9	15.9	6.5	0.0	11.9	24.9	5.4	11.3
Cycle Q Clear(g_c), s	19.4	52.2	51.3	18.8	74.9	15.9	6.5	0.0	11.9	24.9	5.4	11.3
Prop In Lane	1.00		0.11	1.00		1.00	1.00		0.64	1.00		1.00
Lane Grp Cap(c), veh/h	443	2361	1273	235	3589	1117	91	0	134	584	402	328
V/C Ratio(X)	0.95	0.62	0.63	0.91	0.72	0.36	0.80	0.00	0.93	0.94	0.20	0.40
Avail Cap(c_a), veh/h	443	2361	1273	287	3589	1117	157	0	134	584	402	328
HCM Platoon Ratio	1.00	0.67	1.00	1.00	0.33	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	69.2	26.9	25.4	68.5	47.3	9.6	75.1	0.0	73.2	65.7	52.7	55.0
Incr Delay (d2), s/veh	29.8	1.3	2.3	26.9	1.3	0.9	14.6	0.0	57.7	23.0	0.2	0.8
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	11.1	24.9	26.7	11.0	35.9	7.2	3.6	0.0	7.7	13.8	3.0	5.1
LnGrp Delay(d),s/veh	99.0	28.1	27.7	95.5	48.6	10.5	89.7	0.0	130.9	88.7	52.9	55.8
LnGrp LOS	F	C	C	F	D	B	F		F	F	D	E
Approach Vol, veh/h		2689			3212			198			759	
Approach Delay, s/veh		39.1			47.0			115.7			79.3	
Approach LOS		D			D			F			E	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	28.0	119.8	34.2	20.0	28.4	119.4	14.0	40.2
Change Period (Y+Rc), s	7.4	6.8	* 7.3	* 7.2	7.4	6.8	* 5.8	* 7.3
Max Green Setting (Gmax), s	20.6	72.2	* 27	* 13	25.6	67.2	* 14	* 26
Max Q Clear Time (g_c+I1), s	21.4	76.9	26.9	13.9	20.8	54.2	8.5	13.3
Green Ext Time (p_c), s	0.0	0.0	0.0	0.0	0.2	12.9	0.1	2.4

Intersection Summary	
HCM 2010 Ctrl Delay	49.5
HCM 2010 LOS	D

Notes

User approved ignoring U-Turning movement.

* HCM 2010 computational engine requires equal clearance times for the phases crossing the barrier.

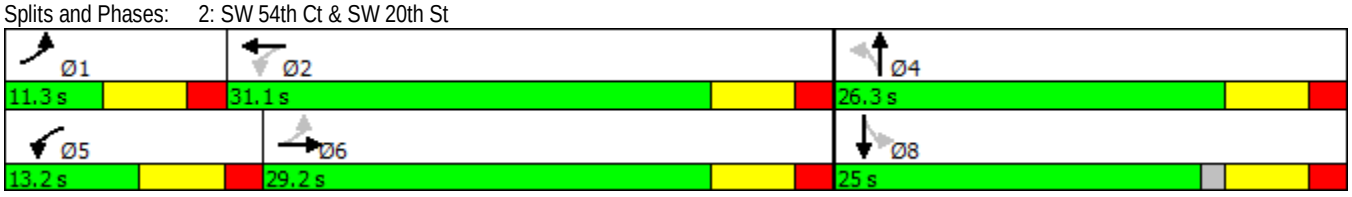
PM Peak Hour Buildout Traffic Conditions with Mitigation

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	28	621	96	168	888	45	129	2	62	19	2	22
Future Volume (vph)	28	621	96	168	888	45	129	2	62	19	2	22
Peak Hour Factor	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84
Heavy Vehicles (%)	1%	1%	1%	2%	2%	2%	0%	0%	0%	3%	3%	3%
Adj. Flow (vph)	33	739	114	200	1057	54	154	2	74	23	2	26
Shared Lane Traffic (%)												
Lane Group Flow (vph)	33	853	0	200	1111	0	0	230	0	0	51	0
Turn Type	pm+pt	NA		pm+pt	NA		Perm	NA		Perm	NA	
Protected Phases	1	6		5	2			4			8	
Permitted Phases	6			2			4			8		
Detector Phase	1	6		5	2		4	4		8	8	
Switch Phase												
Minimum Initial (s)	5.0	20.0		5.0	20.0		15.0	15.0		15.0	15.0	
Minimum Split (s)	11.3	26.3		11.3	26.3		26.3	26.3		24.3	24.3	
Total Split (s)	11.3	29.2		13.2	31.1		26.3	26.3		25.0	25.0	
Total Split (%)	16.4%	42.5%		19.2%	45.3%		38.3%	38.3%		36.4%	36.4%	
Yellow Time (s)	4.3	4.3		4.3	4.3		4.3	4.3		4.3	4.3	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0			0.0			0.0	
Total Lost Time (s)	6.3	6.3		6.3	6.3			6.3			6.3	
Lead/Lag	Lead	Lag		Lead	Lag							
Lead-Lag Optimize?	Yes	Yes		Yes	Yes							
Recall Mode	None	Min		None	Min		Min	Min		None	None	
v/c Ratio	0.13	0.72		0.59	0.66			0.60			0.13	
Control Delay	8.9	22.0		17.0	17.5			24.9			12.3	
Queue Delay	0.0	0.0		0.0	0.0			0.0			0.0	
Total Delay	8.9	22.0		17.0	17.5			24.9			12.3	
Queue Length 50th (ft)	5	138		34	127			64			7	
Queue Length 95th (ft)	17	200		#71	272			120			28	
Internal Link Dist (ft)		2558			4996			1323			1240	
Turn Bay Length (ft)	225			225								
Base Capacity (vph)	260	1282		338	1678			464			468	
Starvation Cap Reductn	0	0		0	0			0			0	
Spillback Cap Reductn	0	0		0	0			0			0	
Storage Cap Reductn	0	0		0	0			0			0	
Reduced v/c Ratio	0.13	0.67		0.59	0.66			0.50			0.11	

Intersection Summary

Cycle Length: 68.7
Actuated Cycle Length: 63.6
Natural Cycle: 65
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 2: SW 54th Ct & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	28	621	96	168	888	45	129	2	62	19	2	22
Future Volume (veh/h)	28	621	96	168	888	45	129	2	62	19	2	22
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1900	1863	1863	1900	1900	1900	1900	1900	1845	1900
Adj Flow Rate, veh/h	33	739	114	200	1057	54	154	2	74	23	2	26
Adj No. of Lanes	1	2	0	1	2	0	0	1	0	0	1	0
Peak Hour Factor	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84
Percent Heavy Veh, %	1	1	1	2	2	2	0	0	0	3	3	3
Cap, veh/h	254	1061	164	385	1395	71	327	23	119	230	45	197
Arrive On Green	0.04	0.34	0.34	0.10	0.41	0.41	0.25	0.25	0.25	0.25	0.25	0.25
Sat Flow, veh/h	1792	3105	479	1774	3426	175	926	92	483	585	184	800
Grp Volume(v), veh/h	33	425	428	200	546	565	230	0	0	51	0	0
Grp Sat Flow(s),veh/h/ln	1792	1787	1797	1774	1770	1832	1501	0	0	1570	0	0
Q Serve(g_s), s	0.7	12.5	12.5	4.3	16.1	16.1	6.7	0.0	0.0	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.7	12.5	12.5	4.3	16.1	16.1	8.1	0.0	0.0	1.4	0.0	0.0
Prop In Lane	1.00		0.27	1.00		0.10	0.67		0.32	0.45		0.51
Lane Grp Cap(c), veh/h	254	610	614	385	721	746	469	0	0	473	0	0
V/C Ratio(X)	0.13	0.70	0.70	0.52	0.76	0.76	0.49	0.00	0.00	0.11	0.00	0.00
Avail Cap(c_a), veh/h	339	673	677	407	722	747	590	0	0	561	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	13.3	17.3	17.3	12.5	15.4	15.4	20.2	0.0	0.0	17.8	0.0	0.0
Incr Delay (d2), s/veh	0.2	2.8	2.8	1.1	4.6	4.5	0.8	0.0	0.0	0.1	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	6.6	6.7	2.2	8.7	8.9	3.5	0.0	0.0	0.7	0.0	0.0
LnGrp Delay(d),s/veh	13.5	20.1	20.1	13.6	20.1	19.9	21.0	0.0	0.0	17.9	0.0	0.0
LnGrp LOS	B	C	C	B	C	B	C			B		
Approach Vol, veh/h		886			1311			230			51	
Approach Delay, s/veh		19.8			19.0			21.0			17.9	
Approach LOS		B			B			C			B	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2		4	5	6		8
Phs Duration (G+Y+Rc), s	8.4	31.0		21.3	12.4	27.1		21.3
Change Period (Y+Rc), s	6.3	6.3		6.3	6.3	6.3		6.3
Max Green Setting (Gmax), s	5.0	24.8		20.0	6.9	22.9		18.7
Max Q Clear Time (g_c+I1), s	2.7	18.1		10.1	6.3	14.5		3.4
Green Ext Time (p_c), s	0.0	5.2		1.2	0.0	6.3		1.5

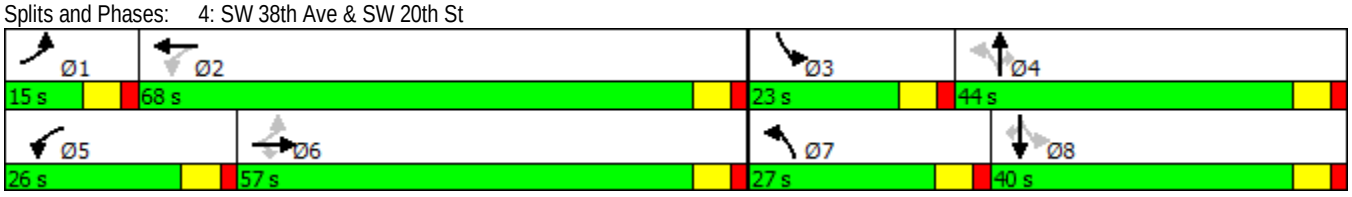
Intersection Summary	
HCM 2010 Ctrl Delay	19.5
HCM 2010 LOS	B

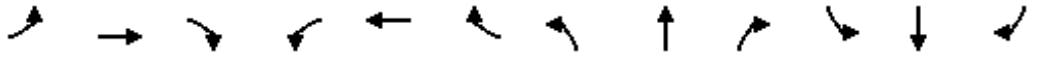
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	41	574	76	255	864	76	81	119	244	240	195	94
Future Volume (vph)	41	574	76	255	864	76	81	119	244	240	195	94
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	3%	3%	3%	2%	2%	2%
Adj. Flow (vph)	48	675	89	300	1016	89	95	140	287	282	229	111
Shared Lane Traffic (%)												
Lane Group Flow (vph)	48	675	89	300	1105	0	95	140	287	282	229	111
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4		4	8		8
Detector Phase	1	6	6	5	2		7	4	4	3	8	8
Switch Phase												
Minimum Initial (s)	5.0	20.0	20.0	10.0	20.0		5.0	10.0	10.0	5.0	10.0	10.0
Minimum Split (s)	11.3	26.3	26.3	16.3	26.3		11.3	20.0	20.0	11.3	20.0	20.0
Total Split (s)	15.0	57.0	57.0	26.0	68.0		27.0	44.0	44.0	23.0	40.0	40.0
Total Split (%)	10.0%	38.0%	38.0%	17.3%	45.3%		18.0%	29.3%	29.3%	15.3%	26.7%	26.7%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3	4.3	4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3	6.3	6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None	None	None	None	None
v/c Ratio	0.19	0.91	0.12	0.88	0.61		0.36	0.59	0.66	0.80	0.70	0.27
Control Delay	15.9	55.7	0.3	61.1	25.9		36.8	62.5	15.4	55.6	62.8	3.1
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	15.9	55.7	0.3	61.1	25.9		36.8	62.5	15.4	55.6	62.8	3.1
Queue Length 50th (ft)	15	516	0	183	336		58	112	16	194	182	0
Queue Length 95th (ft)	38	#793	0	#363	466		95	168	80	261	261	6
Internal Link Dist (ft)		2796			3003			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	273	740	727	339	1812		397	540	647	354	487	533
Starvation Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Reduced v/c Ratio	0.18	0.91	0.12	0.88	0.61		0.24	0.26	0.44	0.80	0.47	0.21

Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 129.1
Natural Cycle: 90
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St





Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	41	574	76	255	864	76	81	119	244	240	195	94
Future Volume (veh/h)	41	574	76	255	864	76	81	119	244	240	195	94
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1881	1881	1881	1900	1845	1845	1845	1863	1863	1863
Adj Flow Rate, veh/h	48	675	35	300	1016	84	95	140	135	282	229	56
Adj No. of Lanes	1	1	1	1	2	0	1	1	1	1	1	1
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Percent Heavy Veh, %	1	1	1	1	1	1	3	3	3	2	2	2
Cap, veh/h	259	759	645	330	1644	136	266	228	194	365	375	319
Arrive On Green	0.03	0.40	0.40	0.12	0.49	0.49	0.06	0.12	0.12	0.14	0.20	0.20
Sat Flow, veh/h	1792	1881	1599	1792	3343	276	1757	1845	1568	1774	1863	1583
Grp Volume(v), veh/h	48	675	35	300	543	557	95	140	135	282	229	56
Grp Sat Flow(s),veh/h/ln	1792	1881	1599	1792	1787	1832	1757	1845	1568	1774	1863	1583
Q Serve(g_s), s	1.8	39.8	1.6	12.1	26.5	26.5	5.6	8.6	9.8	16.2	13.3	3.5
Cycle Q Clear(g_c), s	1.8	39.8	1.6	12.1	26.5	26.5	5.6	8.6	9.8	16.2	13.3	3.5
Prop In Lane	1.00		1.00	1.00		0.15	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	259	759	645	330	879	901	266	228	194	365	375	319
V/C Ratio(X)	0.19	0.89	0.05	0.91	0.62	0.62	0.36	0.61	0.70	0.77	0.61	0.18
Avail Cap(c_a), veh/h	330	800	680	408	925	948	462	583	496	365	526	447
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	20.6	33.1	21.7	27.9	22.1	22.1	41.9	49.6	50.1	37.4	43.3	39.4
Incr Delay (d2), s/veh	0.3	11.7	0.0	20.9	1.2	1.1	0.8	2.7	4.5	9.8	1.6	0.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.9	23.1	0.7	11.6	13.3	13.6	2.8	4.6	4.5	8.9	7.0	1.5
LnGrp Delay(d),s/veh	20.9	44.8	21.7	48.8	23.3	23.3	42.7	52.3	54.6	47.1	45.0	39.7
LnGrp LOS	C	D	C	D	C	C	D	D	D	D	D	D
Approach Vol, veh/h		758			1400			370			567	
Approach Delay, s/veh		42.2			28.7			50.7			45.5	
Approach LOS		D			C			D			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	10.3	65.0	23.0	21.0	20.8	54.4	13.7	30.3
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	8.7	61.7	16.7	37.7	19.7	50.7	20.7	33.7
Max Q Clear Time (g_c+I1), s	3.8	28.5	18.2	11.8	14.1	41.8	7.6	15.3
Green Ext Time (p_c), s	0.0	14.5	0.0	2.9	0.4	6.3	0.2	2.6

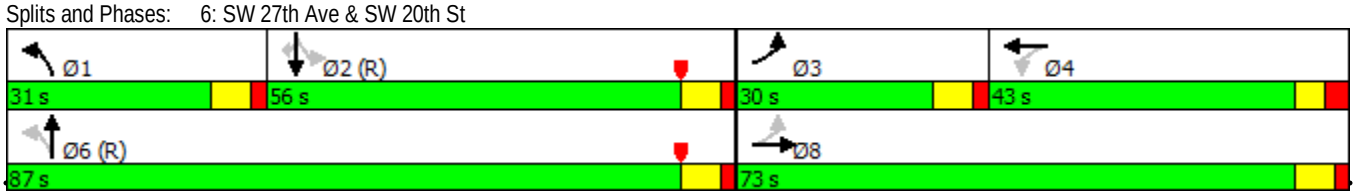
Intersection Summary	
HCM 2010 Ctrl Delay	37.7
HCM 2010 LOS	D

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	294	368	326	17	305	77	290	806	22	66	897	298
Future Volume (vph)	294	368	326	17	305	77	290	806	22	66	897	298
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Heavy Vehicles (%)	1%	1%	1%	0%	0%	0%	2%	2%	2%	1%	1%	1%
Adj. Flow (vph)	313	391	347	18	324	82	309	857	23	70	954	317
Shared Lane Traffic (%)												
Lane Group Flow (vph)	313	738	0	18	406	0	309	880	0	70	954	317
Turn Type	pm+pt	NA		Perm	NA		pm+pt	NA		Perm	NA	Perm
Protected Phases	3	8			4		1	6			2	
Permitted Phases	8			4			6			2		2
Detector Phase	3	8		4	4		1	6		2	2	2
Switch Phase												
Minimum Initial (s)	7.0	7.0		7.0	7.0		7.0	20.0		20.0	20.0	20.0
Minimum Split (s)	13.7	20.0		20.0	20.0		13.7	26.7		26.7	26.7	26.7
Total Split (s)	30.0	73.0		43.0	43.0		31.0	87.0		56.0	56.0	56.0
Total Split (%)	18.8%	45.6%		26.9%	26.9%		19.4%	54.4%		35.0%	35.0%	35.0%
Yellow Time (s)	4.7	4.7		3.6	3.6		4.7	4.7		4.7	4.7	4.7
All-Red Time (s)	2.0	2.0		3.1	3.1		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.7	6.7		6.7	6.7		6.7	6.7		6.7	6.7	6.7
Lead/Lag	Lead			Lag	Lag		Lead			Lag	Lag	Lag
Lead-Lag Optimize?	Yes			Yes	Yes		Yes			Yes	Yes	Yes
Recall Mode	None	None		None	None		None	C-Max		C-Max	C-Max	C-Max
v/c Ratio	1.02	0.99		0.38	0.96		0.98	0.50		0.37	0.87	0.45
Control Delay	103.2	74.9		78.8	94.0		94.5	27.6		50.5	61.7	6.0
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	103.2	74.9		78.8	94.0		94.5	27.6		50.5	61.7	6.0
Queue Length 50th (ft)	~293	740		16	418		275	315		58	497	0
Queue Length 95th (ft)	#497	#1028		48	#636		#479	375		111	589	73
Internal Link Dist (ft)		941			462			544			1105	
Turn Bay Length (ft)	350			200			300			350		400
Base Capacity (vph)	307	744		47	423		315	1770		187	1101	712
Starvation Cap Reductn	0	0		0	0		0	0		0	0	0
Spillback Cap Reductn	0	0		0	0		0	0		0	0	0
Storage Cap Reductn	0	0		0	0		0	0		0	0	0
Reduced v/c Ratio	1.02	0.99		0.38	0.96		0.98	0.50		0.37	0.87	0.45

Intersection Summary

Cycle Length: 160
Actuated Cycle Length: 160
Offset: 30 (19%), Referenced to phase 2:SBTL and 6:NBTL, Start of Yellow
Natural Cycle: 110
Control Type: Actuated-Coordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 6: SW 27th Ave & SW 20th St

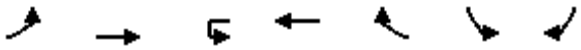


Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	294	368	326	17	305	77	290	806	22	66	897	298
Future Volume (veh/h)	294	368	326	17	305	77	290	806	22	66	897	298
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1881	1881	1900	1900	1900	1900	1863	1863	1900	1881	1881	1881
Adj Flow Rate, veh/h	313	391	316	18	324	69	309	857	22	70	954	180
Adj No. of Lanes	1	1	0	1	1	0	1	2	0	1	2	1
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	1	1	1	0	0	0	2	2	2	1	1	1
Cap, veh/h	323	400	323	56	345	73	329	1770	45	248	1144	512
Arrive On Green	0.15	0.41	0.41	0.23	0.23	0.23	0.14	0.50	0.50	0.32	0.32	0.32
Sat Flow, veh/h	1792	964	779	753	1519	324	1774	3526	91	635	3574	1599
Grp Volume(v), veh/h	313	0	707	18	0	393	309	430	449	70	954	180
Grp Sat Flow(s),veh/h/ln	1792	0	1744	753	0	1843	1774	1770	1847	635	1787	1599
Q Serve(g_s), s	22.2	0.0	63.9	2.4	0.0	33.5	20.2	25.6	25.6	13.5	39.6	13.8
Cycle Q Clear(g_c), s	22.2	0.0	63.9	36.3	0.0	33.5	20.2	25.6	25.6	13.5	39.6	13.8
Prop In Lane	1.00		0.45	1.00		0.18	1.00		0.05	1.00		1.00
Lane Grp Cap(c), veh/h	323	0	723	56	0	418	329	888	927	248	1144	512
V/C Ratio(X)	0.97	0.00	0.98	0.32	0.00	0.94	0.94	0.48	0.48	0.28	0.83	0.35
Avail Cap(c_a), veh/h	323	0	723	56	0	418	350	888	927	248	1144	512
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	46.0	0.0	46.1	79.2	0.0	60.8	42.5	26.2	26.2	41.6	50.5	41.7
Incr Delay (d2), s/veh	41.5	0.0	28.1	3.2	0.0	29.3	31.7	1.9	1.8	2.8	7.2	1.9
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	17.5	0.0	36.3	0.8	0.0	20.4	16.4	12.9	13.4	2.6	20.8	6.4
LnGrp Delay(d),s/veh	87.5	0.0	74.2	82.5	0.0	90.1	74.2	28.1	28.0	44.4	57.7	43.6
LnGrp LOS	F		E	F		F	E	C	C	D	E	D
Approach Vol, veh/h		1020			411			1188			1204	
Approach Delay, s/veh		78.3			89.7			40.1			54.8	
Approach LOS		E			F			D			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4		6		8
Phs Duration (G+Y+Rc), s	29.1	57.9	30.0	43.0		87.0		73.0
Change Period (Y+Rc), s	6.7	6.7	6.7	6.7		6.7		6.7
Max Green Setting (Gmax), s	24.3	49.3	23.3	36.3		80.3		66.3
Max Q Clear Time (g_c+I1), s	22.2	41.6	24.2	38.3		27.6		65.9
Green Ext Time (p_c), s	0.2	6.0	0.0	0.0		20.5		0.3

Intersection Summary	
HCM 2010 Ctrl Delay	60.3
HCM 2010 LOS	E

AM Peak Hour Existing Traffic Conditions



Lane Group	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	101	581	0	328	45	24	60
Future Volume (vph)	101	581	0	328	45	24	60
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Heavy Vehicles (%)	2%	2%	4%	4%	4%	5%	5%
Adj. Flow (vph)	113	653	0	369	51	27	67
Shared Lane Traffic (%)							
Lane Group Flow (vph)	113	653	0	420	0	27	67
Sign Control		Free		Free		Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Int Delay, s/veh	1.8

Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Vol, veh/h	101	581	0	328	45	24	60
Future Vol, veh/h	101	581	0	328	45	24	60
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	-	None	-	None
Storage Length	250	-	250	-	-	0	0
Veh in Median Storage, #	-	0	-	0	-	0	-
Grade, %	-	0	-	0	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	4	4	4	5	5
Mvmt Flow	113	653	0	369	51	27	67

Major/Minor	Major1		Major2			Minor2	
Conflicting Flow All	419	0	476	-	0	947	210
Stage 1	-	-	-	-	-	394	-
Stage 2	-	-	-	-	-	553	-
Critical Hdwy	4.14	-	6.48	-	-	6.9	7
Critical Hdwy Stg 1	-	-	-	-	-	5.9	-
Critical Hdwy Stg 2	-	-	-	-	-	5.9	-
Follow-up Hdwy	2.22	-	2.54	-	-	3.55	3.35
Pot Cap-1 Maneuver	1137	-	708	-	-	254	786
Stage 1	-	-	-	-	-	642	-
Stage 2	-	-	-	-	-	532	-
Platoon blocked, %		-		-	-		
Mov Cap-1 Maneuver	1137	-	708	-	-	229	786
Mov Cap-2 Maneuver	-	-	-	-	-	229	-
Stage 1	-	-	-	-	-	642	-
Stage 2	-	-	-	-	-	479	-

Approach	EB	WB	SB
HCM Control Delay, s	1.3	0	13.7
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	1137	-	708	-	-	229	786
HCM Lane V/C Ratio	0.1	-	-	-	-	0.118	0.086
HCM Control Delay (s)	8.5	-	0	-	-	22.8	10
HCM Lane LOS	A	-	A	-	-	C	B
HCM 95th %tile Q(veh)	0.3	-	0	-	-	0.4	0.3

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	35	557	32	80	311	131	38	74	161	58	24	18
Future Volume (vph)	35	557	32	80	311	131	38	74	161	58	24	18
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	2%	2%	2%	4%	4%	4%	3%	3%	3%	11%	11%	11%
Adj. Flow (vph)	38	612	35	88	342	144	42	81	177	64	26	20
Shared Lane Traffic (%)												
Lane Group Flow (vph)	38	612	35	88	486	0	42	258	0	64	26	20
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		8
Detector Phase	1	6	6	5	2		7	4		3	8	8
Switch Phase												
Minimum Initial (s)	10.0	20.0	20.0	10.0	20.0		5.0	10.0		5.0	10.0	10.0
Minimum Split (s)	16.3	26.3	26.3	16.3	26.3		11.3	20.0		11.3	20.0	20.0
Total Split (s)	20.0	65.0	65.0	20.0	65.0		20.0	25.0		20.0	25.0	25.0
Total Split (%)	15.4%	50.0%	50.0%	15.4%	50.0%		15.4%	19.2%		15.4%	19.2%	19.2%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3		4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3		6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None		None	None	None
v/c Ratio	0.08	0.79	0.05	0.26	0.61		0.11	0.71		0.24	0.07	0.05
Control Delay	11.1	35.2	0.1	13.0	24.9		28.3	42.5		30.0	38.8	0.2
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	11.1	35.2	0.1	13.0	24.9		28.3	42.5		30.0	38.8	0.2
Queue Length 50th (ft)	11	355	0	26	250		18	113		28	14	0
Queue Length 95th (ft)	27	536	0	52	380		53	#295		75	45	0
Internal Link Dist (ft)		2796			1461			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	519	1207	1073	402	1139		480	434		355	448	478
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	0
Reduced v/c Ratio	0.07	0.51	0.03	0.22	0.43		0.09	0.59		0.18	0.06	0.04

Intersection Summary

Cycle Length: 130
Actuated Cycle Length: 93.6
Natural Cycle: 80
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St

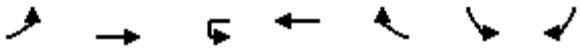


Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	35	557	32	80	311	131	38	74	161	58	24	18
Future Volume (veh/h)	35	557	32	80	311	131	38	74	161	58	24	18
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1827	1827	1900	1845	1845	1900	1712	1712	1712
Adj Flow Rate, veh/h	38	612	21	88	342	133	42	81	118	64	26	5
Adj No. of Lanes	1	1	1	1	1	0	1	1	0	1	1	1
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	2	2	2	4	4	4	3	3	3	11	11	11
Cap, veh/h	419	756	643	354	551	214	344	100	146	194	267	227
Arrive On Green	0.07	0.41	0.41	0.10	0.44	0.44	0.04	0.15	0.15	0.05	0.16	0.16
Sat Flow, veh/h	1774	1863	1583	1740	1253	487	1757	680	990	1630	1712	1455
Grp Volume(v), veh/h	38	612	21	88	0	475	42	0	199	64	26	5
Grp Sat Flow(s),veh/h/ln	1774	1863	1583	1740	0	1741	1757	0	1670	1630	1712	1455
Q Serve(g_s), s	1.0	24.6	0.7	2.2	0.0	17.8	1.7	0.0	9.8	2.8	1.1	0.2
Cycle Q Clear(g_c), s	1.0	24.6	0.7	2.2	0.0	17.8	1.7	0.0	9.8	2.8	1.1	0.2
Prop In Lane	1.00		1.00	1.00		0.28	1.00		0.59	1.00		1.00
Lane Grp Cap(c), veh/h	419	756	643	354	0	765	344	0	245	194	267	227
V/C Ratio(X)	0.09	0.81	0.03	0.25	0.00	0.62	0.12	0.00	0.81	0.33	0.10	0.02
Avail Cap(c_a), veh/h	582	1293	1099	456	0	1208	564	0	369	383	378	322
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	13.3	22.2	15.1	14.8	0.0	18.3	28.8	0.0	34.9	29.3	30.6	30.2
Incr Delay (d2), s/veh	0.1	2.1	0.0	0.4	0.0	0.8	0.2	0.0	8.0	1.0	0.2	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	13.0	0.3	1.1	0.0	8.6	0.8	0.0	5.0	1.3	0.5	0.1
LnGrp Delay(d),s/veh	13.4	24.4	15.1	15.1	0.0	19.1	29.0	0.0	42.9	30.3	30.8	30.3
LnGrp LOS	B	C	B	B		B	C		D	C	C	C
Approach Vol, veh/h		671			563			241			95	
Approach Delay, s/veh		23.5			18.5			40.5			30.4	
Approach LOS		C			B			D			C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	12.2	43.5	10.2	18.7	15.0	40.6	9.4	19.5
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	13.7	58.7	13.7	18.7	13.7	58.7	13.7	18.7
Max Q Clear Time (g_c+I1), s	3.0	19.8	4.8	11.8	4.2	26.6	3.7	3.1
Green Ext Time (p_c), s	0.0	8.0	0.1	0.7	0.1	7.7	0.0	1.1

Intersection Summary	
HCM 2010 Ctrl Delay	24.7
HCM 2010 LOS	C

AM Peak Hour Future Year Background Traffic Conditions



Lane Group	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	132	825	0	469	58	31	80
Future Volume (vph)	132	825	0	469	58	31	80
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Heavy Vehicles (%)	2%	2%	4%	4%	4%	5%	5%
Adj. Flow (vph)	148	927	0	527	65	35	90
Shared Lane Traffic (%)							
Lane Group Flow (vph)	148	927	0	592	0	35	90
Sign Control		Free		Free		Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Int Delay, s/veh	2.2

Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Vol, veh/h	132	825	0	469	58	31	80
Future Vol, veh/h	132	825	0	469	58	31	80
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	-	None	-	None
Storage Length	250	-	250	-	-	0	0
Veh in Median Storage, #	-	0	-	0	-	0	-
Grade, %	-	0	-	0	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	4	4	4	5	5
Mvmt Flow	148	927	0	527	65	35	90

Major/Minor	Major1		Major2			Minor2	
Conflicting Flow All	592	0	676	-	0	1320	296
Stage 1	-	-	-	-	-	560	-
Stage 2	-	-	-	-	-	760	-
Critical Hdwy	4.14	-	6.48	-	-	6.9	7
Critical Hdwy Stg 1	-	-	-	-	-	5.9	-
Critical Hdwy Stg 2	-	-	-	-	-	5.9	-
Follow-up Hdwy	2.22	-	2.54	-	-	3.55	3.35
Pot Cap-1 Maneuver	980	-	528	-	-	144	691
Stage 1	-	-	-	-	-	527	-
Stage 2	-	-	-	-	-	415	-
Platoon blocked, %		-		-	-		
Mov Cap-1 Maneuver	980	-	528	-	-	122	691
Mov Cap-2 Maneuver	-	-	-	-	-	122	-
Stage 1	-	-	-	-	-	527	-
Stage 2	-	-	-	-	-	352	-

Approach	EB	WB	SB
HCM Control Delay, s	1.3	0	20.7
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	980	-	528	-	-	122	691
HCM Lane V/C Ratio	0.151	-	-	-	-	0.286	0.13
HCM Control Delay (s)	9.3	-	0	-	-	45.9	11
HCM Lane LOS	A	-	A	-	-	E	B
HCM 95th %tile Q(veh)	0.5	-	0	-	-	1.1	0.4

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	63	752	59	155	419	168	63	130	254	75	68	32
Future Volume (vph)	63	752	59	155	419	168	63	130	254	75	68	32
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	2%	2%	2%	4%	4%	4%	3%	3%	3%	11%	11%	11%
Adj. Flow (vph)	69	826	65	170	460	185	69	143	279	82	75	35
Shared Lane Traffic (%)												
Lane Group Flow (vph)	69	826	65	170	645	0	69	422	0	82	75	35
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		8
Detector Phase	1	6	6	5	2		7	4		3	8	8
Switch Phase												
Minimum Initial (s)	10.0	20.0	20.0	10.0	20.0		5.0	10.0		5.0	10.0	10.0
Minimum Split (s)	16.3	26.3	26.3	16.3	26.3		11.3	20.0		11.3	20.0	20.0
Total Split (s)	20.0	65.0	65.0	20.0	65.0		20.0	25.0		20.0	25.0	25.0
Total Split (%)	15.4%	50.0%	50.0%	15.4%	50.0%		15.4%	19.2%		15.4%	19.2%	19.2%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3		4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3		6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None		None	None	None
v/c Ratio	0.18	0.95	0.08	0.71	0.70		0.21	1.34		0.44	0.27	0.10
Control Delay	11.6	52.5	0.2	44.8	28.5		36.0	207.7		42.1	50.4	0.6
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	11.6	52.5	0.2	44.8	28.5		36.0	207.7		42.1	50.4	0.6
Queue Length 50th (ft)	21	638	0	85	399		43	~420		51	55	0
Queue Length 95th (ft)	43	#958	0	#189	585		81	#647		94	106	0
Internal Link Dist (ft)		2796			1461			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	429	921	849	257	925		369	315		234	282	350
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	0
Reduced v/c Ratio	0.16	0.90	0.08	0.66	0.70		0.19	1.34		0.35	0.27	0.10

Intersection Summary

Cycle Length: 130
Actuated Cycle Length: 120.5
Natural Cycle: 120
Control Type: Actuated-Uncoordinated

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	63	752	59	155	419	168	63	130	254	75	68	32
Future Volume (veh/h)	63	752	59	155	419	168	63	130	254	75	68	32
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1827	1827	1900	1845	1845	1900	1712	1712	1712
Adj Flow Rate, veh/h	69	826	51	170	460	174	69	143	220	82	75	20
Adj No. of Lanes	1	1	1	1	1	0	1	1	0	1	1	1
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	2	2	2	4	4	4	3	3	3	11	11	11
Cap, veh/h	354	895	760	252	619	234	312	106	163	152	294	250
Arrive On Green	0.08	0.48	0.48	0.09	0.49	0.49	0.04	0.16	0.16	0.06	0.17	0.17
Sat Flow, veh/h	1774	1863	1583	1740	1264	478	1757	656	1010	1630	1712	1455
Grp Volume(v), veh/h	69	826	51	170	0	634	69	0	363	82	75	20
Grp Sat Flow(s),veh/h/ln	1774	1863	1583	1740	0	1743	1757	0	1666	1630	1712	1455
Q Serve(g_s), s	2.1	48.0	2.0	5.4	0.0	33.9	3.8	0.0	18.7	4.8	4.4	1.3
Cycle Q Clear(g_c), s	2.1	48.0	2.0	5.4	0.0	33.9	3.8	0.0	18.7	4.8	4.4	1.3
Prop In Lane	1.00		1.00	1.00		0.27	1.00		0.61	1.00		1.00
Lane Grp Cap(c), veh/h	354	895	760	252	0	852	312	0	269	152	294	250
V/C Ratio(X)	0.19	0.92	0.07	0.67	0.00	0.74	0.22	0.00	1.35	0.54	0.26	0.08
Avail Cap(c_a), veh/h	427	943	802	309	0	882	441	0	269	255	294	250
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	16.9	28.1	16.2	24.5	0.0	23.8	38.1	0.0	48.6	39.0	41.6	40.3
Incr Delay (d2), s/veh	0.3	13.9	0.0	4.2	0.0	3.3	0.4	0.0	180.3	2.9	0.5	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.0	28.0	0.9	2.9	0.0	17.0	1.9	0.0	22.0	2.3	2.1	0.5
LnGrp Delay(d),s/veh	17.2	42.0	16.2	28.8	0.0	27.1	38.4	0.0	228.9	41.9	42.1	40.5
LnGrp LOS	B	D	B	C		C	D		F	D	D	D
Approach Vol, veh/h		946			804			432			177	
Approach Delay, s/veh		38.8			27.5			198.5			41.8	
Approach LOS		D			C			F			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	15.2	63.0	12.7	25.0	16.3	62.0	11.5	26.2
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	13.7	58.7	13.7	18.7	13.7	58.7	13.7	18.7
Max Q Clear Time (g_c+I1), s	4.1	35.9	6.8	20.7	7.4	50.0	5.8	6.4
Green Ext Time (p_c), s	0.1	10.7	0.1	0.0	0.2	5.7	0.1	2.3

Intersection Summary	
HCM 2010 Ctrl Delay	64.4
HCM 2010 LOS	E

AM Peak Hour Future Year Background Traffic Conditions with Improvement

Lane Group	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	132	825	0	469	58	31	80
Future Volume (vph)	132	825	0	469	58	31	80
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Heavy Vehicles (%)	2%	2%	4%	4%	4%	5%	5%
Adj. Flow (vph)	148	927	0	527	65	35	90
Shared Lane Traffic (%)							
Lane Group Flow (vph)	148	927	0	592	0	35	90
Turn Type	pm+pt	NA	Perm	NA		Prot	Prot
Protected Phases	1	6		2		3	3
Permitted Phases	6		2				
Detector Phase	1	6	2	2		3	3
Switch Phase							
Minimum Initial (s)	5.0	5.0	5.0	5.0		5.0	5.0
Minimum Split (s)	11.3	24.3	24.3	24.3		11.3	11.3
Total Split (s)	12.0	50.0	38.0	38.0		20.0	20.0
Total Split (%)	17.1%	71.4%	54.3%	54.3%		28.6%	28.6%
Yellow Time (s)	4.3	4.3	4.3	4.3		4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0		2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0		0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3		6.3	6.3
Lead/Lag	Lead		Lag	Lag			
Lead-Lag Optimize?	Yes		Yes	Yes			
Recall Mode	None	Min	None	None		None	None
v/c Ratio	0.28	0.40		0.38		0.13	0.29
Control Delay	6.1	5.7		12.3		19.0	8.2
Queue Delay	0.0	0.0		0.0		0.0	0.0
Total Delay	6.1	5.7		12.3		19.0	8.2
Queue Length 50th (ft)	15	59		62		8	0
Queue Length 95th (ft)	35	100		103		28	29
Internal Link Dist (ft)		2458		2796		1805	
Turn Bay Length (ft)	250						
Base Capacity (vph)	524	3384		2594		572	571
Starvation Cap Reductn	0	0		0		0	0
Spillback Cap Reductn	0	0		0		0	0
Storage Cap Reductn	0	0		0		0	0
Reduced v/c Ratio	0.28	0.27		0.23		0.06	0.16

Intersection Summary
Cycle Length: 70
Actuated Cycle Length: 42.6
Natural Cycle: 50
Control Type: Actuated-Uncoordinated

Splits and Phases: 3: SW 20th St & SW 44th Ave





Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (veh/h)	132	825	0	469	58	31	80
Future Volume (veh/h)	132	825	0	469	58	31	80
Number	1	6		2	12	3	18
Initial Q (Qb), veh	0	0		0	0	0	0
Ped-Bike Adj(A_pbT)	1.00				1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00		1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863		1827	1900	1810	1810
Adj Flow Rate, veh/h	148	927		527	65	35	90
Adj No. of Lanes	1	2		2	0	1	1
Peak Hour Factor	0.89	0.89		0.89	0.89	0.89	0.89
Percent Heavy Veh, %	2	2		4	4	5	5
Cap, veh/h	552	2237		1240	153	151	135
Arrive On Green	0.09	0.63		0.40	0.40	0.09	0.09
Sat Flow, veh/h	1774	3632		3204	383	1723	1538
Grp Volume(v), veh/h	148	927		293	299	35	90
Grp Sat Flow(s),veh/h/ln	1774	1770		1736	1759	1723	1538
Q Serve(g_s), s	1.9	5.9		5.5	5.5	0.9	2.6
Cycle Q Clear(g_c), s	1.9	5.9		5.5	5.5	0.9	2.6
Prop In Lane	1.00				0.22	1.00	1.00
Lane Grp Cap(c), veh/h	552	2237		692	701	151	135
V/C Ratio(X)	0.27	0.41		0.42	0.43	0.23	0.67
Avail Cap(c_a), veh/h	611	3437		1223	1239	525	468
HCM Platoon Ratio	1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	6.0	4.1		9.8	9.8	19.1	19.9
Incr Delay (d2), s/veh	0.3	0.1		0.4	0.4	0.8	5.5
Initial Q Delay(d3),s/veh	0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.9	2.9		2.7	2.7	0.4	1.3
LnGrp Delay(d),s/veh	6.3	4.2		10.2	10.2	19.9	25.4
LnGrp LOS	A	A		B	B	B	C
Approach Vol, veh/h		1075		592		125	
Approach Delay, s/veh		4.5		10.2		23.9	
Approach LOS		A		B		C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2				6		8
Phs Duration (G+Y+Rc), s	10.5	24.2				34.8		10.3
Change Period (Y+Rc), s	6.3	6.3				6.3		6.3
Max Green Setting (Gmax), s	5.7	31.7				43.7		13.7
Max Q Clear Time (g_c+I1), s	3.9	7.5				7.9		4.6
Green Ext Time (p_c), s	0.1	10.4				12.0		0.2

Intersection Summary	
HCM 2010 Ctrl Delay	7.8
HCM 2010 LOS	A

Notes

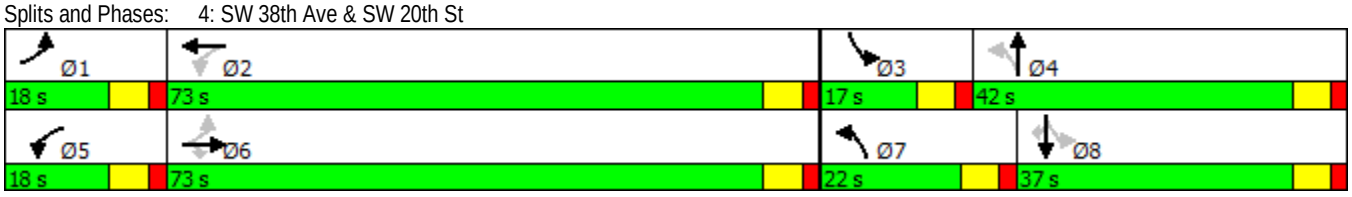
User approved ignoring U-Turning movement.

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	63	752	59	155	419	168	63	130	254	75	68	32
Future Volume (vph)	63	752	59	155	419	168	63	130	254	75	68	32
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	2%	2%	2%	4%	4%	4%	3%	3%	3%	11%	11%	11%
Adj. Flow (vph)	69	826	65	170	460	185	69	143	279	82	75	35
Shared Lane Traffic (%)												
Lane Group Flow (vph)	69	826	65	170	645	0	69	422	0	82	75	35
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		8
Detector Phase	1	6	6	5	2		7	4		3	8	8
Switch Phase												
Minimum Initial (s)	5.0	20.0	20.0	5.0	20.0		5.0	10.0		5.0	10.0	10.0
Minimum Split (s)	11.3	26.3	26.3	16.3	26.3		11.3	20.0		11.3	20.0	20.0
Total Split (s)	18.0	73.0	73.0	18.0	73.0		22.0	42.0		17.0	37.0	37.0
Total Split (%)	12.0%	48.7%	48.7%	12.0%	48.7%		14.7%	28.0%		11.3%	24.7%	24.7%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3		4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3		6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None		None	None	None
v/c Ratio	0.17	0.98	0.08	0.92	0.39		0.17	0.97		0.55	0.17	0.08
Control Delay	16.0	67.7	0.2	87.3	23.4		34.3	82.7		48.1	46.6	0.3
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	16.0	67.7	0.2	87.3	23.4		34.3	82.7		48.1	46.6	0.3
Queue Length 50th (ft)	30	796	0	119	196		46	360		55	58	0
Queue Length 95th (ft)	54	#1091	1	#274	255		83	#579		97	109	0
Internal Link Dist (ft)		2796			1461			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	447	839	777	184	1663		487	447		160	434	455
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	0
Reduced v/c Ratio	0.15	0.98	0.08	0.92	0.39		0.14	0.94		0.51	0.17	0.08

Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 148
Natural Cycle: 120
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	63	752	59	155	419	168	63	130	254	75	68	32
Future Volume (veh/h)	63	752	59	155	419	168	63	130	254	75	68	32
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1827	1827	1900	1845	1845	1900	1712	1712	1712
Adj Flow Rate, veh/h	69	826	39	170	460	171	69	143	186	82	75	8
Adj No. of Lanes	1	1	1	1	2	0	1	1	0	1	1	1
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	2	2	2	4	4	4	3	3	3	11	11	11
Cap, veh/h	427	885	752	204	1256	463	377	159	207	164	389	331
Arrive On Green	0.03	0.47	0.47	0.07	0.51	0.51	0.04	0.22	0.22	0.05	0.23	0.23
Sat Flow, veh/h	1774	1863	1583	1740	2484	916	1757	729	948	1630	1712	1455
Grp Volume(v), veh/h	69	826	39	170	320	311	69	0	329	82	75	8
Grp Sat Flow(s),veh/h/ln	1774	1863	1583	1740	1736	1665	1757	0	1677	1630	1712	1455
Q Serve(g_s), s	2.6	55.5	1.8	6.6	14.8	15.0	4.0	0.0	25.3	5.1	4.7	0.6
Cycle Q Clear(g_c), s	2.6	55.5	1.8	6.6	14.8	15.0	4.0	0.0	25.3	5.1	4.7	0.6
Prop In Lane	1.00		1.00	1.00		0.55	1.00		0.57	1.00		1.00
Lane Grp Cap(c), veh/h	427	885	752	204	878	842	377	0	366	164	389	331
V/C Ratio(X)	0.16	0.93	0.05	0.83	0.36	0.37	0.18	0.00	0.90	0.50	0.19	0.02
Avail Cap(c_a), veh/h	522	937	796	243	878	842	511	0	451	212	396	337
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	17.1	32.9	18.8	29.7	19.9	19.9	37.8	0.0	50.4	39.9	41.4	39.8
Incr Delay (d2), s/veh	0.2	15.4	0.0	18.8	0.3	0.3	0.2	0.0	18.1	2.3	0.2	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.3	32.2	0.8	4.2	7.2	7.0	2.0	0.0	13.5	2.4	2.3	0.2
LnGrp Delay(d),s/veh	17.3	48.3	18.8	48.5	20.1	20.2	38.0	0.0	68.5	42.2	41.7	39.9
LnGrp LOS	B	D	B	D	C	C	D		E	D	D	D
Approach Vol, veh/h		934			801			398			165	
Approach Delay, s/veh		44.8			26.2			63.2			41.9	
Approach LOS		D			C			E			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	10.9	73.4	13.1	35.2	15.0	69.3	11.9	36.4
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	11.7	66.7	10.7	35.7	11.7	66.7	15.7	30.7
Max Q Clear Time (g_c+I1), s	4.6	17.0	7.1	27.3	8.6	57.5	6.0	6.7
Green Ext Time (p_c), s	0.1	12.9	0.0	1.6	0.1	5.5	0.1	2.6

Intersection Summary	
HCM 2010 Ctrl Delay	41.3
HCM 2010 LOS	D

AM Peak Hour Buildout Traffic Conditions (with Background Improvement)

Lane Group	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	153	919	0	523	58	31	92
Future Volume (vph)	153	919	0	523	58	31	92
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Heavy Vehicles (%)	2%	2%	4%	4%	4%	5%	5%
Adj. Flow (vph)	172	1033	0	588	65	35	103
Shared Lane Traffic (%)							
Lane Group Flow (vph)	172	1033	0	653	0	35	103
Turn Type	pm+pt	NA	Perm	NA		Prot	Prot
Protected Phases	1	6		2		3	3
Permitted Phases	6		2				
Detector Phase	1	6	2	2		3	3
Switch Phase							
Minimum Initial (s)	5.0	5.0	5.0	5.0		5.0	5.0
Minimum Split (s)	11.3	24.3	24.3	24.3		11.3	11.3
Total Split (s)	12.0	50.0	38.0	38.0		20.0	20.0
Total Split (%)	17.1%	71.4%	54.3%	54.3%		28.6%	28.6%
Yellow Time (s)	4.3	4.3	4.3	4.3		4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0		2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0		0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3		6.3	6.3
Lead/Lag	Lead		Lag	Lag			
Lead-Lag Optimize?	Yes		Yes	Yes			
Recall Mode	None	Min	None	None		None	None
v/c Ratio	0.34	0.44		0.41		0.13	0.32
Control Delay	6.5	5.9		12.4		19.6	8.3
Queue Delay	0.0	0.0		0.0		0.0	0.0
Total Delay	6.5	5.9		12.4		19.6	8.3
Queue Length 50th (ft)	17	68		70		8	0
Queue Length 95th (ft)	40	116		116		29	32
Internal Link Dist (ft)		4996		2796		1805	
Turn Bay Length (ft)	250						
Base Capacity (vph)	508	3332		2536		556	567
Starvation Cap Reductn	0	0		0		0	0
Spillback Cap Reductn	0	0		0		0	0
Storage Cap Reductn	0	0		0		0	0
Reduced v/c Ratio	0.34	0.31		0.26		0.06	0.18

Intersection Summary
Cycle Length: 70
Actuated Cycle Length: 43.9
Natural Cycle: 50
Control Type: Actuated-Uncoordinated

Splits and Phases: 3: SW 20th St & SW 44th Ave





Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (veh/h)	153	919	0	523	58	31	92
Future Volume (veh/h)	153	919	0	523	58	31	92
Number	1	6		2	12	3	18
Initial Q (Qb), veh	0	0		0	0	0	0
Ped-Bike Adj(A_pbT)	1.00				1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00		1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863		1827	1900	1810	1810
Adj Flow Rate, veh/h	172	1033		588	65	35	103
Adj No. of Lanes	1	2		2	0	1	1
Peak Hour Factor	0.89	0.89		0.89	0.89	0.89	0.89
Percent Heavy Veh, %	2	2		4	4	5	5
Cap, veh/h	537	2276		1317	145	162	144
Arrive On Green	0.09	0.64		0.42	0.42	0.09	0.09
Sat Flow, veh/h	1774	3632		3245	348	1723	1538
Grp Volume(v), veh/h	172	1033		323	330	35	103
Grp Sat Flow(s),veh/h/ln	1774	1770		1736	1766	1723	1538
Q Serve(g_s), s	2.3	7.0		6.4	6.4	0.9	3.1
Cycle Q Clear(g_c), s	2.3	7.0		6.4	6.4	0.9	3.1
Prop In Lane	1.00				0.20	1.00	1.00
Lane Grp Cap(c), veh/h	537	2276		725	737	162	144
V/C Ratio(X)	0.32	0.45		0.45	0.45	0.22	0.71
Avail Cap(c_a), veh/h	582	3230		1149	1169	493	440
HCM Platoon Ratio	1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	6.2	4.3		10.0	10.0	20.1	21.1
Incr Delay (d2), s/veh	0.3	0.1		0.4	0.4	0.7	6.4
Initial Q Delay(d3),s/veh	0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.1	3.3		3.1	3.2	0.5	1.6
LnGrp Delay(d),s/veh	6.6	4.4		10.4	10.4	20.7	27.5
LnGrp LOS	A	A		B	B	C	C
Approach Vol, veh/h		1205		653		138	
Approach Delay, s/veh		4.8		10.4		25.8	
Approach LOS		A		B		C	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2				6		8
Phs Duration (G+Y+Rc), s	10.8	26.3				37.1		10.8
Change Period (Y+Rc), s	6.3	6.3				6.3		6.3
Max Green Setting (Gmax), s	5.7	31.7				43.7		13.7
Max Q Clear Time (g_c+I1), s	4.3	8.4				9.0		5.1
Green Ext Time (p_c), s	0.1	11.6				13.8		0.2

Intersection Summary	
HCM 2010 Ctrl Delay	8.1
HCM 2010 LOS	A

Notes

User approved ignoring U-Turning movement.

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	77	820	59	155	503	168	63	130	254	75	68	49
Future Volume (vph)	77	820	59	155	503	168	63	130	254	75	68	49
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	2%	2%	2%	4%	4%	4%	3%	3%	3%	11%	11%	11%
Adj. Flow (vph)	85	901	65	170	553	185	69	143	279	82	75	54
Shared Lane Traffic (%)												
Lane Group Flow (vph)	85	901	65	170	738	0	69	422	0	82	75	54
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		8
Detector Phase	1	6	6	5	2		7	4		3	8	8
Switch Phase												
Minimum Initial (s)	5.0	20.0	20.0	10.0	20.0		5.0	10.0		5.0	10.0	10.0
Minimum Split (s)	11.3	26.3	26.3	16.3	26.3		11.3	20.0		11.3	20.0	20.0
Total Split (s)	18.0	73.0	73.0	18.0	73.0		22.0	42.0		17.0	37.0	37.0
Total Split (%)	12.0%	48.7%	48.7%	12.0%	48.7%		14.7%	28.0%		11.3%	24.7%	24.7%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3		4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3		6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None		None	None	None
v/c Ratio	0.24	1.07	0.08	0.91	0.46		0.17	0.97		0.55	0.17	0.12
Control Delay	16.7	91.7	0.2	84.9	26.6		34.3	82.7		48.1	46.6	0.5
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	16.7	91.7	0.2	84.9	26.6		34.3	82.7		48.1	46.6	0.5
Queue Length 50th (ft)	37	~986	0	117	242		46	360		55	58	0
Queue Length 95th (ft)	64	#1247	1	#272	310		83	#579		97	109	0
Internal Link Dist (ft)		2796			4210			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	392	839	777	186	1593		487	447		160	434	455
Starvation Cap Reductn	0	0	0	0	0		0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0		0	0	0
Reduced v/c Ratio	0.22	1.07	0.08	0.91	0.46		0.14	0.94		0.51	0.17	0.12

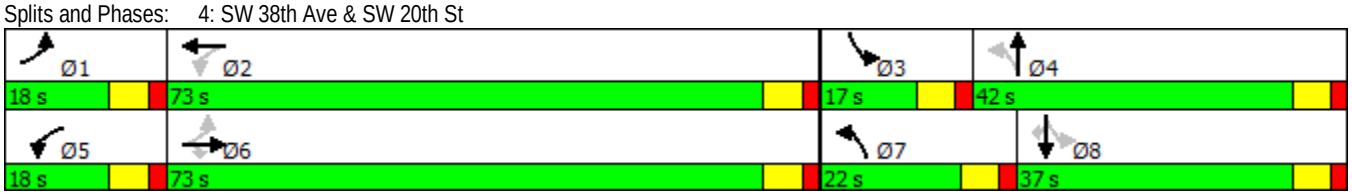
Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 148
Natural Cycle: 140
Control Type: Actuated-Uncoordinated

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	77	820	59	155	503	168	63	130	254	75	68	49
Future Volume (veh/h)	77	820	59	155	503	168	63	130	254	75	68	49
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1827	1827	1900	1845	1845	1900	1712	1712	1712
Adj Flow Rate, veh/h	85	901	39	170	553	171	69	143	183	82	75	12
Adj No. of Lanes	1	1	1	1	2	0	1	1	0	1	1	1
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	2	2	2	4	4	4	3	3	3	11	11	11
Cap, veh/h	401	885	752	192	1355	418	367	157	201	158	381	323
Arrive On Green	0.04	0.47	0.47	0.08	0.52	0.52	0.04	0.21	0.21	0.05	0.22	0.22
Sat Flow, veh/h	1774	1863	1583	1740	2615	806	1757	736	942	1630	1712	1455
Grp Volume(v), veh/h	85	901	39	170	366	358	69	0	326	82	75	12
Grp Sat Flow(s),veh/h/ln	1774	1863	1583	1740	1736	1685	1757	0	1678	1630	1712	1455
Q Serve(g_s), s	3.4	66.7	1.9	9.4	18.1	18.2	4.3	0.0	26.6	5.5	5.0	0.9
Cycle Q Clear(g_c), s	3.4	66.7	1.9	9.4	18.1	18.2	4.3	0.0	26.6	5.5	5.0	0.9
Prop In Lane	1.00		1.00	1.00		0.48	1.00		0.56	1.00		1.00
Lane Grp Cap(c), veh/h	401	885	752	192	899	873	367	0	358	158	381	323
V/C Ratio(X)	0.21	1.02	0.05	0.88	0.41	0.41	0.19	0.00	0.91	0.52	0.20	0.04
Avail Cap(c_a), veh/h	481	885	752	196	899	873	489	0	427	198	381	323
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	18.1	36.9	19.8	43.9	20.7	20.7	40.6	0.0	53.9	42.8	44.4	42.8
Incr Delay (d2), s/veh	0.3	34.9	0.0	34.1	0.3	0.3	0.2	0.0	21.2	2.6	0.3	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.7	42.7	0.8	8.3	8.7	8.5	2.1	0.0	14.4	2.6	2.4	0.4
LnGrp Delay(d),s/veh	18.4	71.8	19.9	78.0	21.0	21.0	40.8	0.0	75.2	45.4	44.7	42.9
LnGrp LOS	B	F	B	E	C	C	D		E	D	D	D
Approach Vol, veh/h		1025			894			395			169	
Approach Delay, s/veh		65.4			31.8			69.2			44.9	
Approach LOS		E			C			E			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	11.6	79.1	13.5	36.2	17.7	73.0	12.2	37.5
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	11.7	66.7	10.7	35.7	11.7	66.7	15.7	30.7
Max Q Clear Time (g_c+I1), s	5.4	20.2	7.5	28.6	11.4	68.7	6.3	7.0
Green Ext Time (p_c), s	0.1	15.4	0.0	1.3	0.0	0.0	0.1	2.6

Intersection Summary	
HCM 2010 Ctrl Delay	52.5
HCM 2010 LOS	D

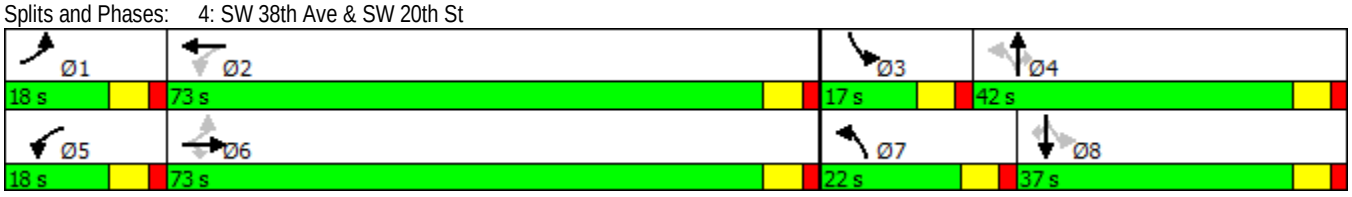
AM Peak Hour Buildout Traffic Conditions with Mitigation

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	77	820	59	155	503	168	63	130	254	75	68	49
Future Volume (vph)	77	820	59	155	503	168	63	130	254	75	68	49
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	2%	2%	2%	4%	4%	4%	3%	3%	3%	11%	11%	11%
Adj. Flow (vph)	85	901	65	170	553	185	69	143	279	82	75	54
Shared Lane Traffic (%)												
Lane Group Flow (vph)	85	901	65	170	738	0	69	143	279	82	75	54
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4		4	8		8
Detector Phase	1	6	6	5	2		7	4	4	3	8	8
Switch Phase												
Minimum Initial (s)	5.0	20.0	20.0	5.0	20.0		5.0	10.0	10.0	5.0	10.0	10.0
Minimum Split (s)	11.3	26.3	26.3	16.3	26.3		11.3	20.0	20.0	11.3	20.0	20.0
Total Split (s)	18.0	73.0	73.0	18.0	73.0		22.0	42.0	42.0	17.0	37.0	37.0
Total Split (%)	12.0%	48.7%	48.7%	12.0%	48.7%		14.7%	28.0%	28.0%	11.3%	24.7%	24.7%
Yellow Time (s)	4.3	4.3	4.3	4.3	4.3		4.3	4.3	4.3	4.3	4.3	4.3
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	6.3	6.3	6.3	6.3	6.3		6.3	6.3	6.3	6.3	6.3	6.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	Min	Min	None	Min		None	None	None	None	None	None
v/c Ratio	0.20	0.93	0.07	0.79	0.40		0.24	0.64	0.65	0.36	0.31	0.18
Control Delay	10.4	47.3	0.3	56.8	17.5		39.9	67.5	14.5	42.8	55.2	1.2
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	10.4	47.3	0.3	56.8	17.5		39.9	67.5	14.5	42.8	55.2	1.2
Queue Length 50th (ft)	24	689	0	90	172		46	116	7	55	58	0
Queue Length 95th (ft)	51	#1075	2	#231	254		85	188	92	99	110	0
Internal Link Dist (ft)		2796			4210			398			352	
Turn Bay Length (ft)	250			125			185			165		200
Base Capacity (vph)	486	965	876	214	1848		366	511	629	239	408	435
Starvation Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Reduced v/c Ratio	0.17	0.93	0.07	0.79	0.40		0.19	0.28	0.44	0.34	0.18	0.12

Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 129
Natural Cycle: 100
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: SW 38th Ave & SW 20th St



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	77	820	59	155	503	168	63	130	254	75	68	49
Future Volume (veh/h)	77	820	59	155	503	168	63	130	254	75	68	49
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863	1827	1827	1900	1845	1845	1845	1712	1712	1712
Adj Flow Rate, veh/h	85	901	39	170	553	171	69	143	139	82	75	12
Adj No. of Lanes	1	1	1	1	2	0	1	1	1	1	1	1
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	2	2	2	4	4	4	3	3	3	11	11	11
Cap, veh/h	456	999	849	232	1457	449	262	219	187	203	222	188
Arrive On Green	0.04	0.54	0.54	0.06	0.56	0.56	0.05	0.12	0.12	0.06	0.13	0.13
Sat Flow, veh/h	1774	1863	1583	1740	2615	806	1757	1845	1568	1630	1712	1455
Grp Volume(v), veh/h	85	901	39	170	366	358	69	143	139	82	75	12
Grp Sat Flow(s),veh/h/ln	1774	1863	1583	1740	1736	1685	1757	1845	1568	1630	1712	1455
Q Serve(g_s), s	2.4	48.6	1.3	4.9	13.3	13.4	3.8	8.3	9.6	4.9	4.5	0.8
Cycle Q Clear(g_c), s	2.4	48.6	1.3	4.9	13.3	13.4	3.8	8.3	9.6	4.9	4.5	0.8
Prop In Lane	1.00		1.00	1.00		0.48	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	456	999	849	232	967	939	262	219	187	203	222	188
V/C Ratio(X)	0.19	0.90	0.05	0.73	0.38	0.38	0.26	0.65	0.75	0.40	0.34	0.06
Avail Cap(c_a), veh/h	568	1109	943	305	1034	1003	426	588	500	265	469	399
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	11.1	23.3	12.3	24.1	13.9	13.9	40.6	47.1	47.7	40.4	44.4	42.8
Incr Delay (d2), s/veh	0.2	9.6	0.0	6.1	0.2	0.3	0.5	3.2	5.8	1.3	0.9	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.2	27.4	0.6	3.2	6.4	6.2	1.9	4.4	4.5	2.3	2.2	0.3
LnGrp Delay(d),s/veh	11.3	32.9	12.4	30.2	14.1	14.2	41.2	50.4	53.5	41.7	45.3	42.9
LnGrp LOS	B	C	B	C	B	B	D	D	D	D	D	D
Approach Vol, veh/h		1025			894			351			169	
Approach Delay, s/veh		30.3			17.2			49.8			43.3	
Approach LOS		C			B			D			D	

Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	10.9	68.7	12.7	19.6	13.3	66.4	11.5	20.8
Change Period (Y+Rc), s	6.3	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Max Green Setting (Gmax), s	11.7	66.7	10.7	35.7	11.7	66.7	15.7	30.7
Max Q Clear Time (g_c+I1), s	4.4	15.4	6.9	11.6	6.9	50.6	5.8	6.5
Green Ext Time (p_c), s	0.1	15.8	0.0	1.7	0.2	9.4	0.1	1.7

Intersection Summary	
HCM 2010 Ctrl Delay	29.2
HCM 2010 LOS	C

PM Peak Hour Arterial Analysis (Background and Buildout with Background Improvement)

Arterial Level of Service: EB SW 20th St

Cross Street	Arterial Class	Flow Speed	Running Time	Signal Delay	Travel Time (s)	Dist (mi)	Arterial Speed	Arterial LOS
SW 44th Ave	II	45	116.9	5.9	122.8	1.46	42.8	A
SW 38th Ave	II	45	43.6	74.1	117.7	0.54	16.7	E
College of Central F	II	45	46.7	36.6	83.3	0.58	25.2	C
SW 27th Ave	II	45	39.7	69.3	109.0	0.42	13.9	E
Total	II		246.9	185.9	432.8	3.01	25.0	C

Arterial Level of Service: WB SW 20th St

Cross Street	Arterial Class	Flow Speed	Running Time	Signal Delay	Travel Time (s)	Dist (mi)	Arterial Speed	Arterial LOS
SW 31st Ave	II	45	39.7	11.8	51.5	0.42	29.5	B
SW 38th Ave	II	45	46.7	33.4	80.1	0.58	26.2	C
SW 44th Ave	II	45	43.6	13.5	57.1	0.54	34.3	B
SW 60th Ave	II	45	116.9	37.0	153.9	1.46	34.2	B
Total	II		246.9	95.7	342.6	3.01	31.6	B

Arterial Level of Service: EB SW 20th St

Cross Street	Arterial Class	Flow Speed	Running Time	Signal Delay	Travel Time (s)	Dist (mi)	Arterial Speed	Arterial LOS
SW 44th Ave	II	45	116.9	5.9	122.8	1.46	42.8	A
SW 38th Ave	II	45	43.6	95.6	139.2	0.54	14.1	E
College of Central F	II	45	46.7	45.1	91.8	0.58	22.9	C
SW 27th Ave	II	45	39.7	74.9	114.6	0.42	13.3	E
Total	II		246.9	221.5	468.4	3.01	23.1	C

Arterial Level of Service: WB SW 20th St

Cross Street	Arterial Class	Flow Speed	Running Time	Signal Delay	Travel Time (s)	Dist (mi)	Arterial Speed	Arterial LOS
SW 31st Ave	II	45	39.7	13.2	52.9	0.42	28.7	B
SW 38th Ave	II	45	46.7	37.6	84.3	0.58	24.9	C
SW 44th Ave	II	45	43.6	13.7	57.3	0.54	34.2	B
SW 60th Ave	II	45	116.9	42.2	159.1	1.46	33.1	B
Total	II		246.9	106.7	353.6	3.01	30.7	B

Appendix G: Signal Warrant Analysis Worksheets

Pagones Theorem			
Situation	**Approach configuration**	**Condition**	**Reduction of right turns**
1	Shared Left/ Through/Right	$R > 0.7A$ $0.7A \geq R > 0.35A$ $R \leq 0.35A$	Reduce R by 60 percent Reduce R by 40 percent Reduce R by 20 percent
2	Exclusive Left, Shared Through/ Right	$R > 3T$ $3T \geq R > T/3$ $R \leq T/3$	Reduce R by 60 percent Reduce R by 40 percent Reduce R by 20 percent
3	Any configuration with an exclusive right turn lane (usually ≥ 600 feet long)		Reduce R by 75 percent in all cases
4	Shared Left/Through and Shared Through/Right	$R > (T + L)$ $L > (T + R)$ $L = T = R$ (±10 vehicles) $L = T > 3R$ $R = T > 3L$ All other cases	Reduce R by 65 percent Use Situation 2 Reduce R by 40 percent Reduce R by 20 percent Reduce R by 50 percent Reduce R by 30 percent
5	Exclusive Left, Exclusive Through and Shared Through/Right	$R > T$ $T \geq R > T/2$ $T/2 \geq R > T/4$ $R \leq T/4$	Reduce R by 75 percent Reduce R by 50 percent Reduce R by 30 percent Reduce R by 15 percent

Where: L = number of left turning vehicles in approach;
T = number of through vehicles in approach;
R = number of right turning vehicles in approach; and
$A = (L + T + R)$.

TABLE 3
TRAFFIC SIGNAL WARRANT SUMMARY

City: Ocala | Engineer: Kimley-Horn
County: Marion | Date: March 20, 2018

Major Street: SW 20th Street | Lanes: 2 | Critical Approach Speed: 45
Minor Street: SW 44th Avenue | Lanes: 2

includes RT volume reduction for Pagones Theorem

Volume Level Criteria

1. Is the critical speed of major street traffic > 70 km/h (40 mph) ? ■ Yes ☐ No
2. Is the intersection in a built-up area of isolated community of <10,000 population? ☐ Yes ■ No

If Question 1 or 2 above is answered "Yes", then use "70%" volume level ■ 70% ☐ 100%

WARRANT 3 - PEAK HOUR

Applicable: ■ Yes ☐ No
Satisfied: ■ Yes ☐ No

If all three criteria are fullfilled or the plotted point lies above the appropriate line, then the warrant is satisfed.

Unusual condition justifying use of warrant:

N/A

Record hour when criteria are fulfilled and the corresponding delay or volume in boxes provided.

Peak Hour Volumes	
4:15 PM - 5:15 PM	
Major Street	1,639
Minor Street	124

Criteria

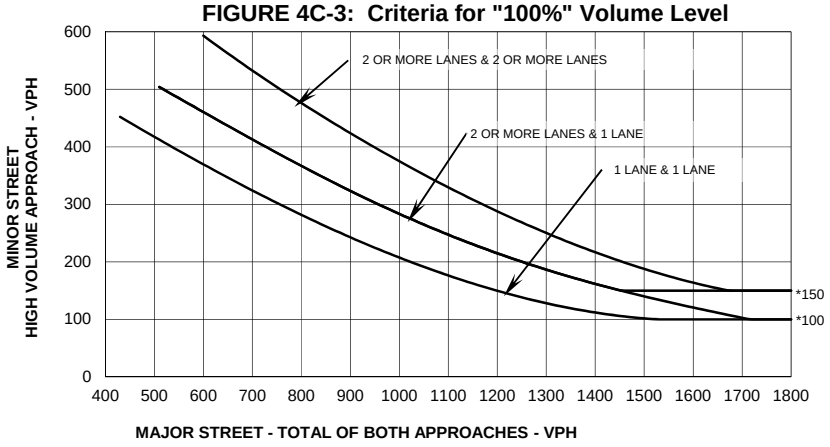
1. Delay on Minor Approach *(vehicle-hours)		
Approach Lanes	1	**2**
Delay Criteria*	4.0	**5.0**
Delay*		**2.9**
Fulfilled?: ☐ Yes	■ No	

2. Volume on Minor Approach *(vehicles per hour)		
Approach Lanes	1	**2**
Volume Criteria*	100	**150**
Volume*		**124**
Fulfilled?: ☐ Yes	■ No	

3. Total Entering Volume *(vehicles per hour)		
No. of Approaches	3	**4**
Volume Criteria*	650	**800**
Volume*		**1,763**
Fulfilled?: ■ Yes	☐ No	

Plot volume combination on the applicable figure below.

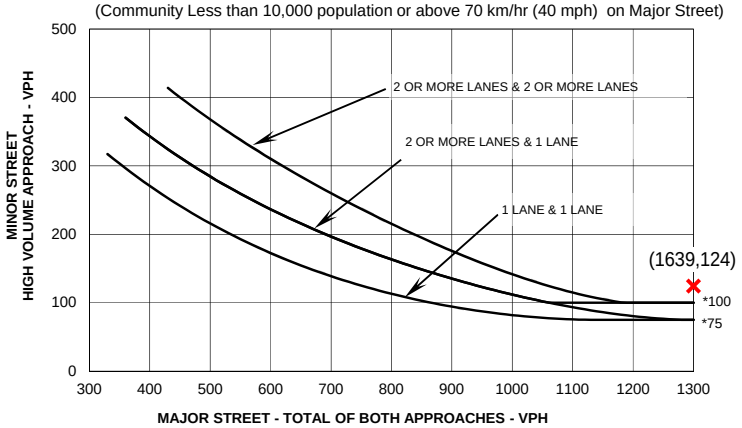
FIGURE 4C-3: Criteria for "100%" Volume Level



** Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

FIGURE 4C-4: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr (40 mph) on Major Street)



** Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

Source: Revised from NCHRP Report 457

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TABLE 3
TRAFFIC SIGNAL WARRANT SUMMARY

City: Ocala | Engineer: Kimley-Horn
County: Marion | Date: March 20, 2018

Major Street: SW 40th Street | Lanes: 1 | Critical Approach Speed: 45
Minor Street: SW 43rd Court | Lanes: 1
includes RT volume reduction for Pagones Theorem

Volume Level Criteria

1. Is the critical speed of major street traffic > 70 km/h (40 mph) ? ■ Yes ☐ No
2. Is the intersection in a built-up area of isolated community of <10,000 population? ☐ Yes ■ No

If Question 1 or 2 above is answered "Yes", then use "70%" volume level ■ 70% ☐ 100%

WARRANT 3 - PEAK HOUR

Applicable: ■ Yes ☐ No
Satisfied: ☐ Yes ■ No

If all three criteria are fullfilled or the plotted point lies above the appropriate line, then the warrant is satisfed.

Plot volume combination on the applicable figure below.

Unusual condition justifying use of warrant:

N/A

Record hour when criteria are fulfilled and the corresponding delay or volume in boxes provided.

Peak Hour Volumes	
4:15 PM - 5:15 PM	
Major Street	1,136
Minor Street	137

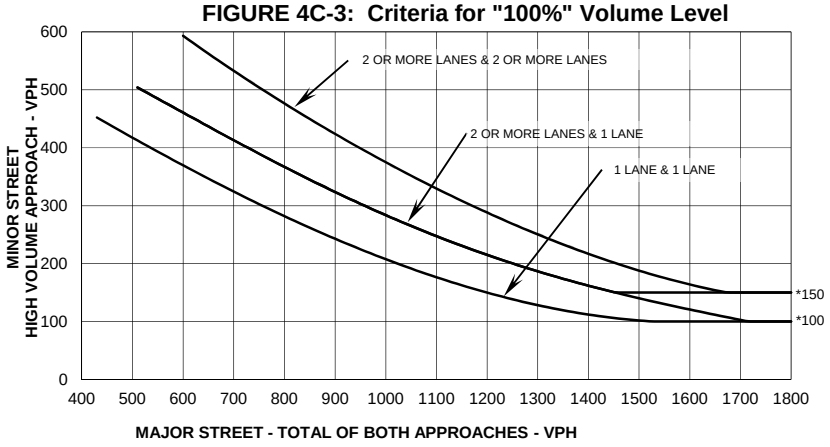
Criteria

1. Delay on Minor Approach *(vehicle-hours)		
Approach Lanes	**1**	2
Delay Criteria*	**4.0**	5.0
Delay*	**2.9**	
Fulfilled?: ☐ Yes	■ No	

2. Volume on Minor Approach *(vehicles per hour)		
Approach Lanes	**1**	2
Volume Criteria*	**100**	150
Volume*	**137**	
Fulfilled?: ■ Yes	☐ No	

3. Total Entering Volume *(vehicles per hour)		
No. of Approaches	3	**4**
Volume Criteria*	650	**800**
Volume*		**1,273**
Fulfilled?: ■ Yes	☐ No	

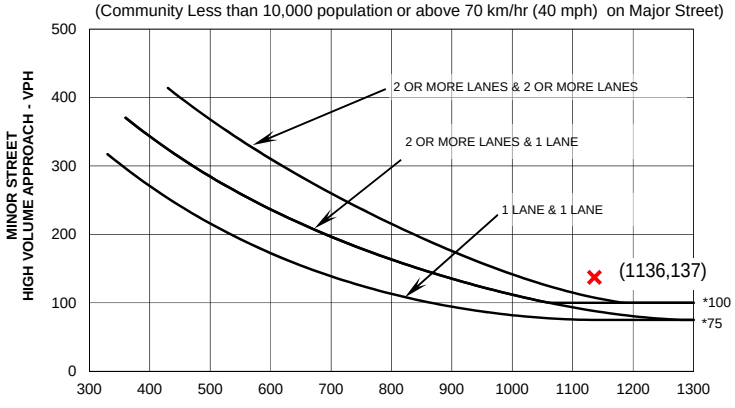
FIGURE 4C-3: Criteria for "100%" Volume Level



** Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

FIGURE 4C-4: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr (40 mph) on Major Street)



** Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

Source: Revised from NCHRP Report 457

K:\OCA_Civil\142742000 - Wintergreen PD TIA\calcs\Signal Warrant\[WarrantSpreadsheet -- 44th & 20th (Background).xlsm]Warrant 3

TABLE 3
TRAFFIC SIGNAL WARRANT SUMMARY

City: Ocala | Engineer: Kimley-Horn
County: Marion | Date: March 20, 2018

Major Street: SW 20th Street | Lanes: 2 | Critical Approach Speed: 45
Minor Street: SW 54th Court | Lanes: 1
includes RT volume reduction for Pagones Theorem

Volume Level Criteria

1. Is the critical speed of major street traffic > 70 km/h (40 mph) ? ■ Yes ☐ No
2. Is the intersection in a built-up area of isolated community of <10,000 population? ☐ Yes ■ No

If Question 1 or 2 above is answered "Yes", then use "70%" volume level ■ 70% ☐ 100%

WARRANT 3 - PEAK HOUR

Applicable: ■ Yes ☐ No
Satisfied: ■ Yes ☐ No

If all three criteria are fullfilled or the plotted point lies above the appropriate line, then the warrant is satisfed.

Plot volume combination on the applicable figure below.

Unusual condition justifying use of warrant:

N/A

Record hour when criteria are fulfilled and the corresponding delay or volume in boxes provided.

Peak Hour Volumes	
4:30 PM - 5:30 PM	
Major Street	1,846
Minor Street	181

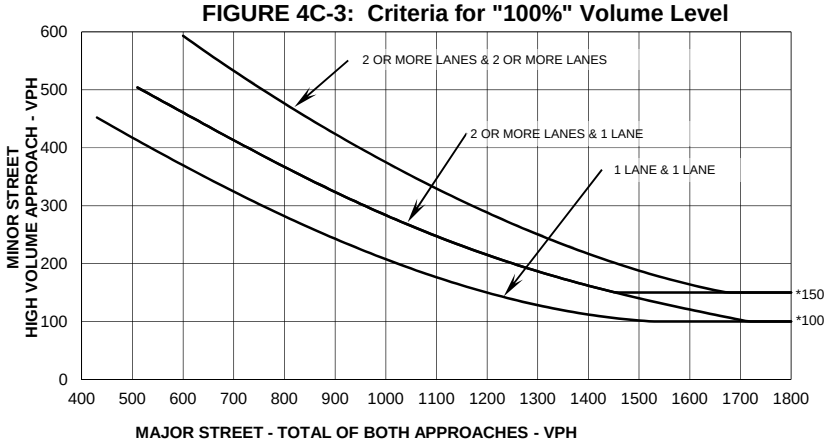
Criteria

1. Delay on Minor Approach *(vehicle-hours)		
Approach Lanes	**1**	2
Delay Criteria*	**4.0**	5.0
Delay*	**89.4**	
Fulfilled?: ■ Yes ☐ No		

2. Volume on Minor Approach *(vehicles per hour)		
Approach Lanes	**1**	2
Volume Criteria*	**100**	150
Volume*	**181**	
Fulfilled?: ■ Yes ☐ No		

3. Total Entering Volume *(vehicles per hour)		
No. of Approaches	3	**4**
Volume Criteria*	650	**800**
Volume*		**2,027**
Fulfilled?: ■ Yes ☐ No		

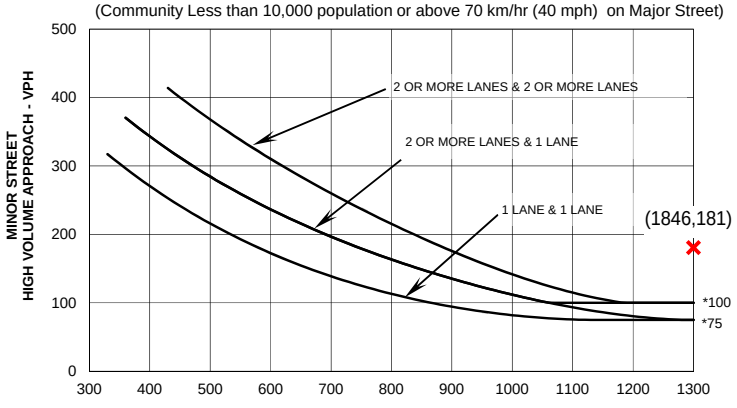
FIGURE 4C-3: Criteria for "100%" Volume Level



** Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

FIGURE 4C-4: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr (40 mph) on Major Street)



** Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

Source: Revised from NCHRP Report 457

K:\OCA_Civil\142742000 - Wintergreen PD TIA\calcs\Signal Warrant\[WarrantSpreadsheet -- 20th & 54th (Buildout).xlsm]Warrant 3

Appendix H: Proportionate Share Calculations

COUNTRY GREEN PD
SW 20TH STREET AND SW 38TH AVE
PROPORTIONATE SHARE CALCULATION
2037 TOTAL BUILDOUT

Lane	Lane Group Capacity		
	without IMP[1]	with IMP[2]	Difference
EB Left	222	259	37
EB Through	668	759	91
EB Right	568	645	77
WB Left	298	330	32
WB Through	828	879	51
WB Right	849	901	52
NB Left	335	266	-69
NB Through	357	228	-129
NB Right	0	194	194
SB Left	282	365	83
SB Through	511	375	-136
SB Right	435	319	-116
Total	5,353	5,520	167
		Country Green Traffic at Intersection [3]	183
		Increase in Capacity	167
		Proportionate Share Percentage[4]:	100.00%

K:\OCA_Civil\142742000 - Wintergreen PD TIA\calcs\[TIA-CG_Calcs_180307.xlsx]Prop Share Int 4

Notes:

1. The 'without improvement' scenario includes all improvements needed to meet acceptable LOS under 'Future Background' traffic conditions before the addition of project traffic from the Country Green PD.

2. The 'with improvement' scenario includes all improvements in the 'without improvement' scenario as well as improvements identified to meet acceptable LOS with project traffic from the Country Green PD.

3. Total PM Peak Hour Country Green PD traffic at the intersection.

4. Calculated as the total project traffic for the Country Green PD at the intersection divided by the total increase in capacity due to the improvements (cannot exceed 100%)

Appendix I: Turn Lane Warrant

Right-Turn Lane Analysis - SW 20th Street Right-in/Right-out Access

Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

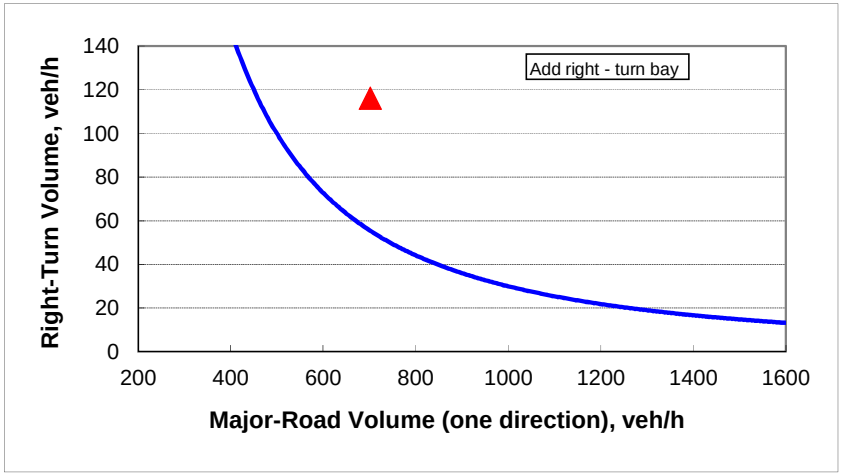
INPUT

Roadway geometry:	4-lane roadway

Variable	Value
Major-road speed, mph:	45
Major-road volume (one direction), veh/h:	702
Right-turn volume, veh/h:	116

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	55
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Add right-turn bay.	



Appendix J: Post-submittal Documentation and Study Approval

TRANSPORTATION IMPACT ANALYSIS
TRAFFIC STUDY
SUBMITTAL ACCEPTANCE

Date: September 4, 2018

Project: Country Green PD (TIA18-0001)

Applicant: Kimley-Horn and Associates

The submittal concerning the subject project has been approved by the review committee subject to submittal and finalization of the proportionate share agreement.

Oscar E. Tovar, PE, Deputy City Engineer
City Engineer's Office Department

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August 13, 2018

Ms. Karen Cupp
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd Floor
Ocala, FL 34471

RE: ***Country Green PD (TIA18-0001); Response to Comments***
Kimley-Horn Number 142742000

Dear Ms. Cupp:

Kimley-Horn and Associates, Inc. received comments dated August 2, 2018, for the above referenced project. Below are the comments and associated responses:

Transportation

1. Concur with planning comment on proportionate share determination.

   Response: Acknowledged.

Planning

2. Any proportionate share is to be determined through a settlement agreement per Tye Chighizola, Growth Management Director.

   Response: Acknowledged.

Marion County Growth Services

3. The study references a SW 20th Street/SW 54th Court intersection; however, SW 54th Court is not an established right-of-way/roadway south of SW 20th Street. Is it the proposed access driveway shown extending north-to-south along the site's west boundary – that appears to provide western access to the site's mid-third and southern-third residential development areas? Is this "driveway" intended to be made into a formal legal right-of-way?

   Response: The PD plan shows a proposed 50-foot right-of-way along the west and south property lines. The Country Green developer has attempted to reach the adjacent property owner to the west, Emergency One (E-One), to discuss donation of right-of-way to have a joint use driveway/roadway to serve both properties. It is the desire of Country Green to have the roadway split both property lines and have right-of-way donated equally from both properties. A response has not been received from E-One. The intent is to pave the roadway and then dedicate it to the City. There is also an obligation of the southern property owner to provide a paved east-west roadway connection from the SW 54th Court extension to SW 44th Avenue at the intersection with SW 31st Street.

Marion County Transportation

4. No comments received.

Response: Acknowledged.

Transportation Planning Organization (TPO)

5. TPO staff have reviewed the methodology and have no comments at this time.

Response: Acknowledged.

We trust these responses will provide the additional information as requested. Please feel free to contact our office if you have any questions.

Sincerely,

KIMLEY-HORN

Amber L. Gartner, PE

ALG/sab

Cc: Don Carll
File

\\kimley-horn.com\FL_OCA\OCA_Civil\142742000 - Wintergreen PD TIA\doc\TIA Response to Comments\RTCkc180813alg_Country Green TIA.docx

Legislation Text

File #: ORD-2022-15, **Version:** 1

Submitted By: Tye Chighizola

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):

Adopt Ordinance 2022-15 to annex approximately 88.73 acres located northeast of the intersection of SW 7th Avenue and SW 32nd Street, including Lake Louise (Case ANX21-0005)

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place, .

PROOF OF PUBLICATION:
6722446 - 1/7/22 & 1/14/22

BACKGROUND:

- Petitioner: Lake Louise, LLC
- Property Owner: Lake Louise, LLC
- Agent: Fred Roberts
- This property is contiguous to the city limits.
- Annexation was requested to obtain city services.
- Low Intensity land use is proposed with an associated land use policy.
- PD zoning will be required by the associated land use policy.
- A vacation of plat is planned to remove the unimproved ROWs amid these parcels.
- The Ocala Planning & Zoning Commission recommended approval by a 6 to 0 vote.

FINDINGS/CONCLUSIONS: The proposed annexation is contiguous to the city limits and is eligible for annexation.

FISCAL IMPACT: N/A

ALTERNATIVES:

- Approve

- Deny
- Table

ORDINANCE 2022-15

AN ORDINANCE ANNEXING TO THE CITY OF OCALA, FLORIDA, CERTAIN PROPERTY LOCATED NORTHEAST OF THE INTERSECTION OF SW 7TH AVENUE AND SW 32ND STREET, SECTION 30, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, PURSUANT TO CHAPTER 171, FLORIDA STATUTES PROVIDING FOR TERMS AND CONDITIONS OF SAID ANNEXATION, DESCRIBING THE AREA TO BE ANNEXED; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

W I T N E S S E T H:

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 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 as follows:

A PORTION OF LOTS 2, 3, AND 10, BLOCK A; LOTS 4 THROUGH 9, BLOCK B; LOTS 1 THROUGH 10, BLOCK C AND LOTS 13 THROUGH 16, BLOCK C; LOT 7, BLOCK D; LOTS 1 THROUGH 9, BLOCK E; LOTS 1 THROUGH 9, BLOCK F; LOTS 7 THROUGH 14, BLOCK G, LAKE LOUISE ESTATES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK F, PAGE 114 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; AND LOTS 1 THROUGH 5, BLOCK A; LOTS 1 THROUGH 23, BLOCK B; LOTS 1 THROUGH 4 BLOCK C, LAKE LOUISE MANOR, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK G, PAGE 50 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; AND LOTS 5 THROUGH 12, BLOCK C; LOTS 1 THROUGH 21, BLOCK D; LOTS 1 THROUGH 4, BLOCK E; LOTS 7 THROUGH 13, BLOCK F, FIRST ADDITION TO LAKE LOUISE MANOR, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK G, PAGE 61 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; AND A PORTION OF THE NORTH 100

FEET OF LOT 4 AND A PORTION OF THE SOUTH 1/2 OF LOT 22 OF MCINTOSH SUBDIVISION OF WEST 1/2 OF THE SANCHEZ GRANT, ACCORDING THE PLAT THEREOF, RECORDED IN PLAT BOOK E, PAGE 4 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; AND LAKE LOUISE AS DESCRIBED IN OFFICIAL RECORDS BOOK 6643, PAGE 228 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; ALL LANDS LYING IN MARION COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE N.W. CORNER OF LOT 7, BLOCK D OF SAID LAKE LOUISE ESTATES; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 7, S.89°36'30"E., A DISTANCE OF 200.35 FEET; THENCE CONTINUE ALONG SAID NORTH BOUNDARY S.52°31'49"E., A DISTANCE OF 36.22 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF S.W. 28TH STREET (SUNRISE DRIVE PER PLAT)(BEING FIFTY FOOT RIGHT OF WAY), SAID POINT BEING ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1,200.00 FEET, A CENTRAL ANGLE OF 10°56'58" AND CHORD BEARING AND DISTANCE OF N.42°46'35"E., 228.98 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, NORTHEASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 229.33 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, S.41°44'49"E., A DISTANCE OF 50.06 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID S.W. 28TH STREET, SAID POINT BEING ON CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1150.00 FEET, A CENTRAL ANGLE OF 04°21'14" AND A CHORD BEARING AND DISTANCE OF N.50°25'48"E., 87.37 FEET; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 87.39 FEET TO THE N.W. CORNER OF LOT 12, BLOCK C OF AFOREMENTIONED LAKE LOUISE ESTATES; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, ALONG THE WESTERLY BOUNDARY OF SAID LOT 12, S.37°17'29"E., A DISTANCE OF 200.37 FEET TO THE S.W. CORNER OF SAID LOT 12, SAID POINT BEING ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 950.00 FEET, A CENTRAL ANGLE OF 21°45'33" AND CHORD BEARING AND DISTANCE OF N.63°19'08"E., 358.62 FEET; THENCE DEPARTING SAID WESTERLY BOUNDARY, NORTHEASTERLY ALONG THE SOUTHERLY BOUNDARY OF LOTS 12 AND 11, BLOCK C AND ALONG THE ARC OF SAID CURVE, A DISTANCE OF 360.78 FEET TO THE S.E. CORNER OF SAID LOT 11; THENCE DEPARTING THE SOUTHERLY BOUNDARY OF SAID LOT 11, ALONG THE EASTERLY BOUNDARY SAID LOT 11, N.15°36'16"W., A DISTANCE OF 199.67 FEET TO THE N.E. CORNER OF SAID LOT 11, SAID POINT BEING ON THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF S.W. 28TH STREET; THENCE DEPARTING SAID EASTERLY BOUNDARY AND SOUTHERLY RIGHT OF WAY LINE, N.14°05'58"W., A DISTANCE OF 85.22 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF S.W 28TH STREET, SAID POINT BEING ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 71°56'59" AND CHORD BEARING AND DISTANCE OF S.36°16'21"W., 58.74 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 62.79 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1,200.00 FEET, A CENTRAL ANGLE OF 15°18'20" AND A CHORD BEARING AND DISTANCE OF S.64°36'03"W., 319.61 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 320.56 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 123°20'37" AND A CHORD BEARING AND DISTANCE OF N.61°22'49"W., 88.02 FEET; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY AND THE ARC OF SAID CURVE, A DISTANCE OF 107.64 FEET TO THE POINT OF TANGENCY, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF S.W. 6TH AVENUE (MEMORY LANE PER PLAT) (FIFTY FOOT RIGHT OF

WAY); THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY ALONG SAID EAST RIGHT OF WAY, N.00°17'48"E., A DISTANCE OF 810.83 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 89°59'58" AND CHORD BEARING AND DISTANCE OF N.45°17'48"E., 70.71 FEET; THENCE NORTHEASTERLY ALONG SAID EAST RIGHT OF WAY AND THE ARC SAID CURVE, A DISTANCE OF 78.54 FEET TO THE END OF SAID CURVE, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE S.W. 26TH STREET (SUNSET BOULEVARD PLAT) (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, N.00°17'52"E., A DISTANCE OF 80.09 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID S.W 26TH STREET, SAID POINT BEING A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 89°59'56" AND A CHORD BEARING AND DISTANCE OF N.44°42'13"W., 70.71 FEET; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT WAY AND SAID CURVE, A DISTANCE OF 78.54 FEET TO THE POINT OF TANGENCY, SAID POINT ALSO BEING ON THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF S.W. 6TH AVENUE; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG SAID EAST RIGHT OF WAY LINE, N.00°17'46"E., A DISTANCE OF 290.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS 37.50 FEET, A CENTRAL ANGLE OF 138°09'43" AND CHORD BEARING AND DISTANCE OF N.20°36'26"W., 70.06 FEET; THENCE NORTHWESTERLY ALONG SAID EAST RIGHT OF WAY LINE AND SAID CURVE, A DISTANCE OF 90.43 FEET TO THE S.W. CORNER OF LOT 7, BLOCK C OF AFOREMENTIONED LAKE LOUISE ESTATES; THENCE DEPARTING SAID EAST RIGHT OF WAY, ALONG THE WEST BOUNDARY OF SAID LOT 7, N.00°09'34"E., A DISTANCE OF 104.61 FEET TO THE N.W. CORNER OF SAID LOT 7; THENCE DEPARTING SAID WEST BOUNDARY, N.00°09'34"E., A DISTANCE OF 98.99 FEET TO THE NORTH BOUNDARY OF LOT 4 OF AFOREMENTIONED MCINTOSH SUBDIVISION; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 4 AND THE NORTH BOUNDARY OF THE SOUTH 1/2 OF LOT 22 OF SAID MCINTOSH SUBDIVISION, S,89° 35'16"E., A DISTANCE OF 535.16 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF CSX TRANSPORTATION RAILROAD (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING SAID NORTH BOUNDARIES, ALONG SAID SOUTHWESTERLY RAILROAD RIGHT OF WAY THE FOLLOWING FOUR (4) COURSES: S.46°43'10"E., A DISTANCE OF 526.19 FEET; THENCE S.47° 15'02"E., A DISTANCE OF 36.70 FEET; THENCE S.42°13'07"W., A DISTANCE OF 5.00 FEET; THENCE S.52°00'38"E., A DISTANCE OF 292.29 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF S.W. 3RD AVENUE (CENTRAL AVENUE PLAT) (50' RIGHT OF WAY); THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY, ALONG THE WEST RIGHT OF WAY OF SAID 3RD AVENUE, S.00°13'57"W., A DISTANCE OF 1470.26 FEET TO THE N.W. CORNER OF AFOREMENTIONED FIRST ADDITION TO LAKE LOUISE MANOR, SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF S.W. 29TH STREET ROAD (SIESTA DRIVE PLAT) (FIFTY RIGHT OF WAY); THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID S.W. 29TH STREET ROAD, S.89°44'50"E., A DISTANCE OF 848.06 FEET TO THE N.E. CORNER OF LOT 1, BLOCK E OF SAID FIRST ADDITION TO LAKE LOUISE MANOR; THENCE DEPARTING SAID SOUTH RIGHT OF WAY, ALONG THE EAST BOUNDARY OF BLOCKS E AND F OF SAID FIRST ADDITION TO LAKE LOUISE MANOR, S.00°18'15"E., A DISTANCE OF 424.57 FEET TO A POINT ON THE NORTH BOUNDARY OF LOT 9 OF SAID BLOCK F; THENCE DEPARTING SAID EAST BOUNDARY, ALONG THE NORTH BOUNDARY OF LOTS 7, 8, AND 9 OF SAID BLOCK F, S.89° 41'03"E., A DISTANCE OF 294.89 FEET TO THE N.E. CORNER OF SAID LOT 7; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG THE EAST BOUNDARY OF SAID LOT 7, S.00°21'08"E., A DISTANCE OF 124.73 FEET TO THE S.E. CORNER OF SAID LOT 7, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF S.E. 31ST STREET (SIESTA DRIVE PLAT) (FIFTY FOOT RIGHT OF WAY); THENCE DEPARTING SAID EAST BOUNDARY, ALONG SAID NORTH RIGHT OF WAY LINE,

N.89°40'12"W., A DISTANCE OF 304.25 FEET TO THE S.W. CORNER OF AFOREMENTIONED LOT 9, BLOCK F; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, S.25°54'50"W., A DISTANCE OF 55.47 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID S.E. 31ST STREET, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 102°37'52" AND A CHORD BEARING AND DISTANCE OF S.38°25'43"E., 78.06 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND SAID CURVE, A DISTANCE OF 89.56 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE, S.77°06'43"E., A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF S.W. 1ST AVENUE (IDLEWOOD DRIVE PLAT) (FIFTY FOOT RIGHT OF WAY), SAID POINT ALSO BEING ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 292.00 FEET, A CENTRAL ANGLE OF 77°08'37' AND CHORD BEARING AND DISTANCE OF S.52°00'51"W., 364.12 FEET; THENCE SOUTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 393.15 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE, S.89°59'59"W., A DISTANCE OF 335.41 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF S.W. 2ND COURT (SHORELAND DRIVE PLAT) (FIFTY FOOT RIGHT OF WAY); THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, ALONG SAID WEST RIGHT OF WAY LINE, N.00° 03'55"E., A DISTANCE OF 218.74 FEET TO THE N.E. CORNER OF LOT 13, BLOCK C OF AFOREMENTIONED FIRST ADDITION TO LAKE LOUISE MANOR; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, ALONG THE NORTH BOUNDARY SAID LOT 13, N.89°30'15"W., A DISTANCE OF 156.33 FEET TO THE N.W. CORNER OF SAID LOT 13; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG THE WEST BOUNDARY OF SAID LOT 13, S.06°27'54"W., A DISTANCE OF 100.59 FEET TO THE N.W. CORNER OF LOT 14, BLOCK C; THENCE DEPARTING THE WEST BOUNDARY OF SAID LOT 13, ALONG THE WEST BOUNDARY OF SAID LOT 14, S.16°57'44"W., A DISTANCE OF 104.54 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF S.W. 32ND STREET (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING THE WEST BOUNDARY OF SAID LOT 14, ALONG SAID NORTH RIGHT OF WAY LINE, N.89°44'06"W., A DISTANCE OF 476.69 FEET TO A POINT ON THE EAST BOUNDARY OF THE WATER RETENTION AREA NO. 5 AS DESCRIBED IN THE RIGHT OF WAY TAKING RECORDED IN OFFICIAL RECORDS BOOK 4037, PAGE 1322 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG THE EAST, NORTH AND WEST BOUNDARIES OF SAID WATER RETENTION ARE NO. 5 THE FOLLOWING THIRTEEN (13) COURSES: N.12°35'46"W., A DISTANCE OF 275.08 FEET; THENCE N.19°02'32"E., A DISTANCE OF 113.59 FEET; THENCE N.28°48'08"E., A DISTANCE OF 180.28 FEET; THENCE N.58°06'36"W., A DISTANCE OF 239.74 FEET; THENCE S.31°58'50"W., A DISTANCE OF 141.07 FEET; THENCE N.39°13'50"W., A DISTANCE 217.15 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS 500.00 FEET, A CENTRAL ANGLE OF 25°50'30" AND CHORD BEARING AND DISTANCE OF S.37°44'54"W., 223.60 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE 225.51 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 16°04'44" AND A CHORD BEARING AND DISTANCE OF S.32°52'13"W., 209.78 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 210.47 FEET TO THE END OF SAID CURVE; THENCE S.56°51'46"W. A DISTANCE OF 202.93 FEET; THENCE N.89°43'06"W., A DISTANCE OF 50.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 45°58'15" AND A CHORD BEARING AND DISTANCE OF S.22°41'16"E., 132.77 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 136.40 FEET TO THE END OF SAID CURVE; THENCE S.44°1932"W., A DISTANCE OF 38.63 FEET; THENCE N.89° 45'19"W., A DISTANCE OF 84.83 FEET TO POINT ON THE AFOREMENTIONED NORTH RIGHT OF

WAY LINE OF S.E. 32ND STREET; THENCE DEPARTING THE WEST BOUNDARY OF SAID WATER RETENTION AREA NO. 5, ALONG SAID NORTH RIGHT OF WAY LINE, N.75°11'54"W., A DISTANCE OF 93.67 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1060.00 FEET, A CENTRAL ANGLE OF 12°06'01" AND CHORD BEARING AND DISTANCE OF N.81°16'59"W., 223.45 FEET; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND SAID ARC OF CURVE, A DISTANCE OF 223.86 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 87°12'07" AND A CHORD BEARING AND DISTANCE OF N.43° 23'33"W., 41.38 FEET; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 45.66 FEET TO THE POINT OF TANGENCY, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF S.W 7TH AVENUE (LEMON AVENUE PLAT) (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG THE SAID EAST RIGHT OF WAY LINE, N.00°17'04"E., A DISTANCE OF 889.47 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 88.73 ACRES MORE OR LESS

(aka PARCEL NO: 3062-004-001, 3062-005-001, 3062-006-007, 3060-002-004, 3060-003-001, A PORTION OF 3060-004-001, 3060-005-001, 3060-006-001, 3061-002-001, 3061-003-001, A PORTION OF 30785-000-00, 3060-000-000, 3060-001-002)

Section 2. Severability Clause. Should any provision or section of this ordinance be held by a Court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall take effect 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 _____, 2022.

By: _____
Reuben Kent Guinn
Mayor

Approved as to form and legality:

By: _____
Robert W. Batsel, Jr.
City Attorney

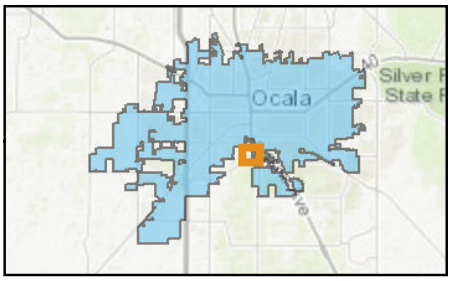
Ordinance No: 2022-15

Introduced:	1/4/2022
Adopted:	Click or tap to enter a date.
Legal Ad No:	6722446 - 1/7/22 & 1/14/22

Case Map

P&Z Meeting December 13, 2021

Location Map



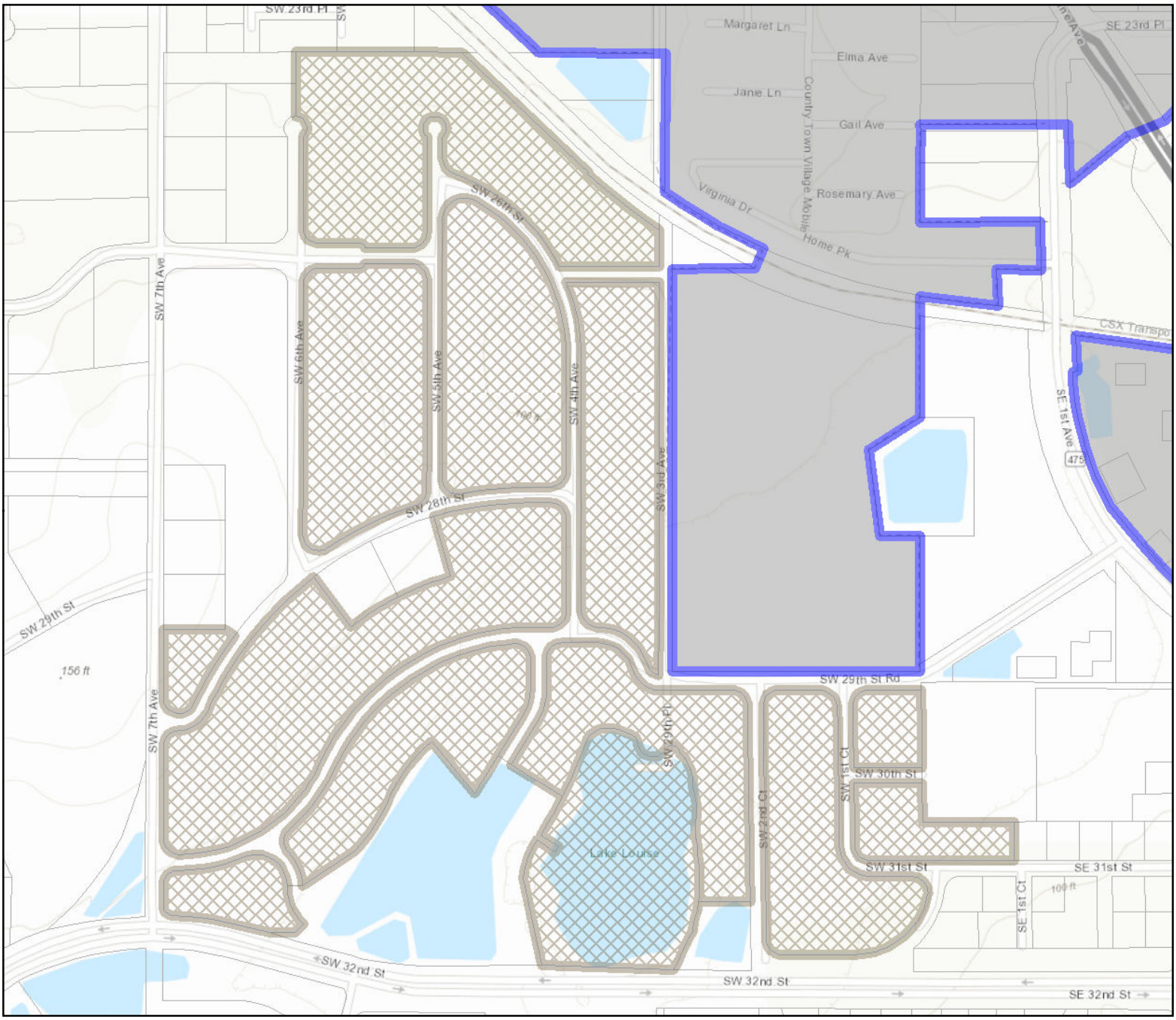
Case Number: ANX21-0005

Parcel Number: 3062-004-001, 3062-005-001, 3062-006-007, 3060-002-004, 3060-003-001, portion of 3060-004-001, 3060-005-001, 3060-006-001, 3061-002-001, 3061-003-001, portion of 30785-000-00, 3060,000-000, 3060-001-002

Property Size: Approximately 88.73 acres

Land Use Designation: Medium Residential (County)

Zoning: R-1, Single-family (County)



Legend

- Property
- City Limits
- County Parcels

0 385 770 Feet

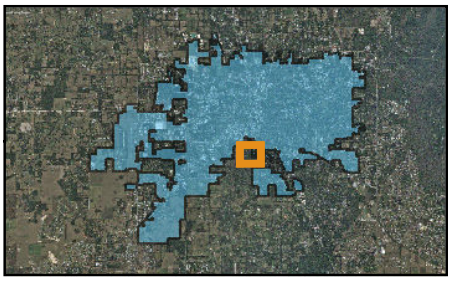
OCALA

Prepared by the City o
Growth Management Depa

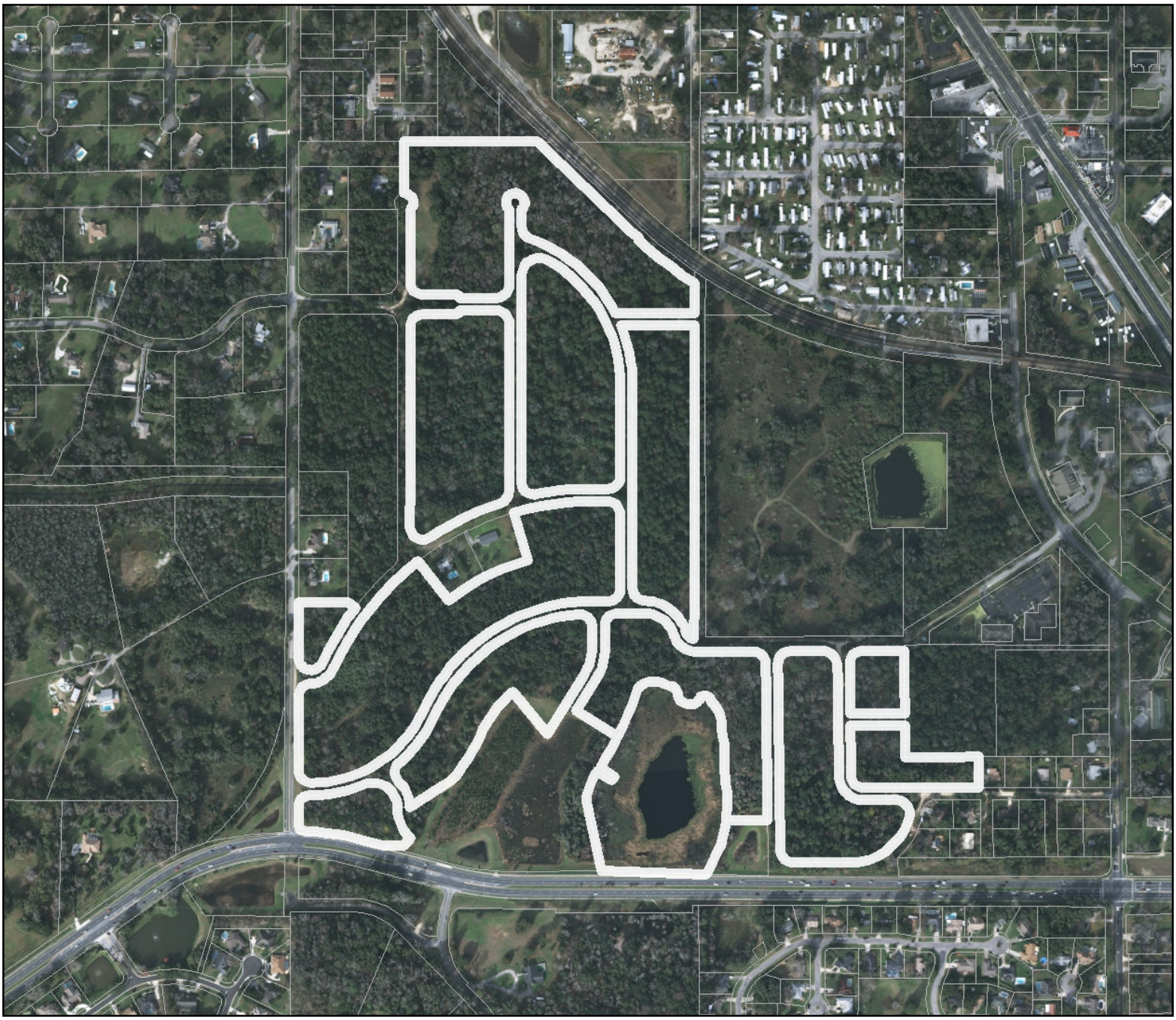
Aerial Map

P&Z Meeting December 13, 2021

Location Map



Case Number:	**ANX21-0005**
Parcel Number:	3062-004-001, 3062-005-001, 3062-006-007, 3060-002-004, 3060-003-001, portion of 3060-004-001, 3060-005-001, 3060-006-001, 3061-002-001, 3061-003-001, portion of 30785-000-00, 3060,000-000, 3060-001-002
Property Size:	Approximately 87.05 acres
Land Use Designation:	Medium Residential (County)
Zoning:	R-1, Single-family (County)



0 475 950 Feet

OCALA

Prepared by the City o
Growth Management Depa

Ian M. Rynex

From: Patricia Hitchcock
Sent: Thursday, August 26, 2021 7:56 AM
To: David Boston; Ian M. Rynex
Cc: Tye Chighizola; Peter Lee
Subject: Letter of objection - Lake Louise

Please attach the email below to the case and include in the packet to P&Z and City Council.

Patricia Z. Hitchcock, AICP
Chief Planning Official
City of Ocala Growth Management Dept.
201 SE 3rd Street, Second Floor
Ocala, Florida 34471
(352) 629-8304

From: City of Ocala <webmaster@ocalafl.org>
Sent: Wednesday, August 25, 2021 8:56 PM
To: Patricia Hitchcock <PHitchcock@Ocalafl.org>
Subject: illdrawit@aol.com

Message submitted from the <City of Ocala> website.

Site Visitor Name: Donna Whitsett Wilson
Site Visitor Email: illdrawit@aol.com

August 25, 2021

Re: SW 7th Ave./SW 32nd Street Apartment Development

To Whom it May Concern:

When I looked up the definition of zoning to include in this letter, the word that I kept seeing over and over was continuity.

> The land that this proposed development is on, is surrounded by beautiful farms and well manicured subdivisions. Nowhere, surrounding this site is any other such developments, buildings or housing of the same and no other vacant land to build any. It will forever be a monstrosity overlooking some of Marion County's most beautiful homes, farms and countryside. In a nutshell, it is not in continuity with the area surrounding it - whatsoever.

> Many of these surrounding million dollar farms and subdivisions were comfortable building in this area with the understanding that this property in question would someday be a single family subdivision as platted. The existing streets and fire hydrants were evidence of a one day subdivision.

> I have no dog in this fight, but passing this property daily, have always looked forward to one day seeing this platted subdivision developed and jealous of the homeowners who were able to buy and build in it before the developing family

abandoned the project. Did you know that if you drive out there at night, you can see over the ‘skyline’ of Ocala. These existing homeowners deserve to see the completion of the beautiful subdivision they bought into instead of 3 story apartments overlooking their beloved yards and pools.

I’ve heard that no one says no to Mr. Rudnianyn, but I ask you to drive out yourself and see how this very large, 3 story development will impact this beautiful rural area and current homeowners.

Blessings,

Donna Whitsett Wilson
illdrawit@aol.com

October 17, 2021

To: City of Ocala Planning and Zoning

Re: Lake Louise Estates Development

My name is Betsy Roberts and my family and I own one of the houses in the Lake Louise Property, 520 SW 28th St. . I am in opposition to the proposed zoning change from Single Family Homes to a PUD with 312 apartment units.

The land on the Southwest side of Lake Louise has already been designated in the Florida Registry as a Native American Site. This is just from a historical perspective and there are many more issues to consider, starting with the increase of traffic on SW 7th Ave. as well as the entrance to the planned apartments. This could become more hazardous to anyone trying to enter or exit 7th Avenue from their residence. We are also concerned with possible problems with the wells in the area coming from the aquifer below. Our water quality will more than likely be negatively impacted from this development. Each unit of the proposed complex will have at least 1 to 4 people, possibly more living there and probably each having a car, this alone would have possible gas , oil and storm water runoff into the ground water. The attorneys for the development stated at one point during the meeting this summer that this apartment complex would be less impactful than single family homes. I disagree and would hope that you will take these issues into consideration when making your decision on re-zoning this beautiful area into a Planned Unit Development with 312 apartments. There is a better use for this property. Thank you.

Sincerely,

Betsy Roberts

Bbyr56@yahoo.com

Fw: S.W.7th St. Rezoning

David Boston <dboston@Ocalafl.org>
Tue 10/26/2021 1:03 PM

To: Patricia Hitchcock <PHitchcock@Ocalafl.org>; Aubrey Hale <ahale@Ocalafl.org>; Ian M. Rynex <irynex@Ocalafl.org>; Tye Chighizola <TChighizola@Ocalafl.org>

FYI---I think they likely meant 7th Ave and this is re Lake Louise as well

Let's discuss

Ian, please attach

David Boston, Ph.D., AICP
Chief Planning Official
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd floor, Ocala, FL 34471
352-629-8243 | dboston@ocalafl.org

From: susan O'Neill <sgoneill54@yahoo.com>
Sent: Tuesday, October 19, 2021 10:39 PM
To: David Boston <dboston@Ocalafl.org>
Subject: S.W.7th St. Rezoning

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.

It has come to our attention that there is someone trying to rezone property off of S. W. 7th Street in Ocala. That area is zoned single family homes. My husband and I are opposed to the rezoning. The existing zoning is the best option for that area. We live in the Rolling Acres subdivision and have lived there for over 30 years. This is already a high traffic area. It is almost impossible to get out of my neighborhood. We also have concerns for water issues such as drainage and effects on water quality issues. Retention areas will not alleviate the drainage problems that will be made by the amount of apartments they plan to build. Any rezoning would have major effects on the neighborhood on S. W. 7th Street. Please do not let rezoning occur as it will make it so much worse for the neighborhoods that have been their for years and would be negatively effected. It will be a disaster. We would appreciate your consideration that means so much to these neighborhoods. Keep the zoning the way it is! Please do not let developers who are in it for the money get the zoning changed and effect people who have lived in the area for years. I love Ocala and would like that it not be overrun by apartments and storage buildings. All for the sake of money! Thank for your time, Tim and Susan O'Neill

Sent from Yahoo Mail for iPhone

Applicants: Lake Louise, LLC

Property Owner: Lake Louise, LLC

Agent: Fred Roberts

Project Planner: Ian Rynex, AICP

Request for Annexation

Site's Present Future Land Use & Zoning

Jurisdiction	Future Land Use	Zoning
Marion County	Medium Residential(County)	R-1, Single Family Dwelling(County)

Parcel Information

Acres:	±88.73 Acres
Parcel(s)#:	3062-004-001, 3062-005-001, 3062-006-007, 3060-002-004, 3060-003-001, a portion of 3060-004-001, 3060-005-001, 3060-006-001, 3061-002-001, 3061-003-001, a portion of 30785-000-00, 3060-000-000, 3060-001-002
Location:	Northeast of the intersection of SW 7th Avenue and SW 32nd Street
Existing use:	Undeveloped

Adjacent Land

Direction	Future Land Use	Zone	Current Use
North	Commerce District(County)	M-1(County)	Railroad
	High Residential(County)	R-3(County)	Multi-Family residences
East	Low Intensity	OP – Office Park	Undeveloped
	Medium Residential(County)	R-1(County)	
South	Medium Residential(County)	R-1(County)	Single family residence
	Public(County)	R-1(County)	DRA
West	Medium Residential(County)	R-1(County)	Single family residence
	Public(County)	A-1(County)	Undeveloped

Background:

- This property is contiguous to the city limits.
- Annexation was requested to obtain city services.
- Low Intensity land use is proposed with an associated land use policy.
- PD zoning will be required by the associated land use policy.
- A vacation of plat is planned to remove the unimproved ROWs amid these parcels.

Staff Recommendation:	**Approval of ANX21-0005**

Basis: The proposed annexation is contiguous to the city limits and is eligible for annexation.

Services Analysis:

Electric: Ocala Electric Utility

Potable Water: Service is available.

Sanitary Sewer: Service is available. Sewer line is within 1/8th of a mile (approximately 670 feet); therefore the developer will pay to extend it to serve the development.

Existing

O-1, Office District: The intent of the office (O-1) district is to provide an area adjacent to arterial and major collector streets for the development of office uses and limited business services. This district is intended to be separate from the more intensive commercial and industrial areas, as well as ensure adequate design in order to maintain the character of the surrounding areas. Compatible commercial uses shall be permitted as accessory uses but limited to a total of ten percent of the square footage of a permitted office building.[3]

Requested

R-3, Multi-Family Residential: The multi-family residential (R-3) district is intended to be a multi-family area, including higher residential densities in accordance with the comprehensive plan. This district shall allow single-family, two-family and multi-family dwellings, residence-offices and residence-galleries. Professional and business offices that are of compatible scale and intensity may be allowed as special exceptions by the board of adjustment.[4]

Discussion:
Mr. Clere asked if the rezoning was approved will it come back before the board, and Ian Rynex responded that once it is approved by City Council the project will begin construction. Mr. Gilchrist asked what the planned use for this property; Mr. Rynex responded that it is multi-family, rental property.

Mr. Davis Dinkins, 2201 SE 30th Avenue, Suite 302, made himself available to answer questions.

Mr. Kevin Lopez asked Mr. Dinkins how many units will be built. Mr. Dinkins responded that they have not gotten that far into the conceptual plan, the number of units is dependent on the size of the living spaces.

No public comment.

RESULT:	**APPROVED ZON21-44560**
MOVER:	Rus Adams
SECONDER:	Kevin Lopez
AYES:	Adams, Lopez, Clere, Kesselring, Rudnianyn, Gilchrist
EXCUSED:	Boone

5. Lake Louise

a. ANX21-0005
Petitioner: Lake Louise, LLC
Agent: Fred Roberts
Planner: Ian Rynex, AICP (352-629-8329)
irynex@ocalafl.org

A request to annex into the City of Ocala property located northeast of the intersection of SW 7th Avenue and SW 32nd Street, approximately 88.73 acres.

Background:

- This property is contiguous to the city limits.
- Annexation was requested to obtain city services.
- Low Intensity land use is proposed with an associated land use policy.
- PD zoning will be required by the associated land use policy.
- A vacation of plat is planned to remove the unimproved ROWs amid these parcels.

Basis: The proposed annexation is contiguous to the city limits and is eligible for annexation.

Services Analysis:

Electric: Ocala Electric Utility

Potable Water: Service is available.

Sanitary Sewer: Service is available. Sewer line is within 1/8th of a mile (approximately 670 feet); therefore, the developer will pay to extend it to serve the development.

Staff Recommendation:	**Approval of ANX21-0005**

Discussion:
No Board Discussion

Mr. Fred Roberts, 40 SE 11th Avenue, spoke on behalf of the petitioner and made a brief presentation as to what his client is looking to achieve with the requested annexation, land use and future land use.

Public Comment:
Laurie (Chip) Young, 600 SE 48th Avenue, explained he is a current resident in the Lake Louise subdivision. Mr. Young said he is not against growth, but he is aware of the challenges of this property and development; he did not agree several of Mr. Roberts comments regarding "shotgun" development as he feels it is not an appropriate approach to development in Ocala or Marion County. He also voiced his concern regarding the high volume of traffic in this area and agreed that a traffic light is needed. Mr. Young requested that this project be looked at more comprehensively and in a long-term scenario.

Mr. Fred Roberts responded to Mr. Young's comments and concerns.

Mr. Kesselring asked Mr. Roberts for clarification regarding the multi-family component of this project will not be moving forward until they come back with a comprehensive PUD for the entire project. Mr. Roberts confirmed that is correct.

RESULT:	**APPROVED ANX21-0005**
MOVER:	Richard Kesselring
SECONDER:	Rus Adams
AYES:	Kesselring, Adams, Lopez, Clere, Gilchrist
ABSTAINED:	Rudnianyn
EXCUSED:	Boone

Legislation Text

File #: 2022-0104, **Version:** 1

Submitted By: Tye Chighizola

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Approve transmittal of a land use change from Medium Residential (County) to Low Intensity to Florida Department of Economic Opportunity for approximately 88.73 acres of property located northeast of the intersection of SW 7th Avenue and SW 32nd Street, including Lake Louise (Case LUC21-0003).

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub.

PROOF OF PUBLICATION:
Click or tap here to enter text.

BACKGROUND:

- Petitioner: Lake Louise, LLC
- Property Owner: Lake Louise, LLC
- Agent: Fred N. Roberts, Jr., Esq.
- This property is contiguous to the city limits. It was platted for single-family development, but most lots were never developed and most of the roads never built.
- Annexation was requested to obtain city services. Adoption of Ordinance 2022-15 to annex the property is scheduled for the January 18, 2022, City Council meeting.
- The proposed land use designation is Low Intensity land use.
- An associated Future Land Use Element policy is proposed which will require that a PD, Planned Development, be submitted for the entirety of the development for review and approval by City Council. The policy also addresses dwelling unit cap, ingress/egress connections to SW 7th Ave and SW 32nd Street, buffers, zoning, and traffic analysis. Transmittal of the policy to the Department of Economic Opportunity (DEO) is on the January 18, 2022, City Council agenda.
- Introduction and adoption of ordinances for the land use change and policy will be scheduled upon completion of review by DEO and other state agencies.
- The Ocala Planning and Zoning Commission recommended approval at its meeting on December 13, 2021 with a 5 to 0 vote.

FINDINGS AND CONCLUSIONS:
The requested Future Land Use Designation of Low Intensity is consistent with the Comprehensive Plan. Transmittal of the requested land use change to DEO is appropriate.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:
- Approve
- Approve with changes
- Deny
- Table

Petitioner: Lake Louise, LLC

Property Owner: Lake Louise, LLC

Agent: Fred Roberts

Project Planner: Ian Rynex, AICP

Land Use Change Request from: Medium Residential (County)
to: Low Intensity (City)

Site's Present Future Land Use & Zoning

Jurisdiction	Future Land Use	Zoning
Marion County	Medium Residential(County)	R-1, Single Family Dwelling(County)

Parcel Information

Acres:	±88.73 Acres
Parcel(s)#:	3062-004-001, 3062-005-001, 3062-006-007, 3060-002-004, 3060-003-001, a portion of 3060-004-001, 3060-005-001, 3060-006-001, 3061-002-001, 3061-003-001, a portion of 30785-000-00, 3060,000-000, 3060-001-002
Location:	Northeast of the intersection of SW 7th Avenue and SW 32nd Street
Existing use:	Undeveloped

Adjacent Land

Direction	Future Land Use	Zone	Current Use
North	Commerce District(County)	M-1(County)	Railroad
	High Residential(County)	R-3(County)	Multi-Family residences
East	Low Intensity	OP – Office Park	Undeveloped
	Medium Residential(County)	R-1(County)	
South	Medium Residential(County)	R-1(County)	Single family residence
	Public(County)	R-1(County)	DRA
West	Medium Residential(County)	R-1(County)	Single family residence
	Public(County)	A-1(County)	Undeveloped

Staff Recommendation: ***Approval***

Basis for Approval:
The subject property is proposed for annexation by the City of Ocala and it is appropriate to assign a City land use designation. The proposed land use designation of Low Intensity is consistent with the Comprehensive Plan and the surrounding area.

Factual Support:

1. Consistent with the following Objective and Policies of the City of Ocala Future Land Use Element:
    a. Objective 12: The Future Land Use Element shall require efficient use of existing services, facilities and infrastructure to discourage urban sprawl and promote a clustered urban development pattern.

b. 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.

2. Approval of this request will not adversely affect the health, safety, convenience, prosperity, or general welfare of the community.

Background:

- This property is contiguous to the city limits. It was platted for single-family development, but most lots were never developed and most of the roads never built.
- Annexation was requested to obtain city services.
- A new PD, Planned Development, will be submitted for a mix of residential product.
- Low Intensity land use is proposed with an associated land use policy.

Level of Service Impact Analysis:

Traffic Circulation

Developments proposing to generate 100 or more peak hour trips are required to submit a traffic study as part of the site plan review. Developments proposing to generate less than 100 peak hour trips are required to submit a traffic impact statement.

Table 1: Traffic Circulation[1]

Road/Street Name	# of Lanes	Functional Class	Adopted LOS	LOS Capacity	2021 AADT	Existing LOS
CR475C/SW 42nd St SR 200 to SW 7th Ave	4	Minor Arterial	E	35,820	18,800	C
SW 7th Ave SW 32nd (also 42nd) St to SR 464	2	Local	E	29,340	4,000	B

LOS=Level of Service, AADT=Annual Average Daily Traffic

Potable Water: Water service is available.

Sanitary Sewer: Sewer service is available. A city sewer line is within 600 feet of the property. Therefore, the developer will pay to extend it to serve the development.

Stormwater: 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-storm event.[2]

Solid Waste: Service is available.

Fire Service: Service is available.

Schools: Precise impact on schools is unknown at this time because the PD has not been submitted. The development is anticipated to be a mix of residential product which will have an impact on local schools.

The associated FLUP21-44568, not yet approved, would limit development to 16 units per acre and to a total of 1,146 units. According to these caps, the following school data has been generated.

Adequate capacity exists for this project from a districtwide perspective (see District Wide Utilization). Two of the three schools serving the area of this proposed Land Use change are experiencing persistent localized overcrowding. The extent of the project's adverse impacts to the already overcrowded schools is subject to a number of specifics (e.g. age-restricted? or all ages market rate, project timing, phasing, absorption rate and extent of build out).

LUC21-0003						
LAKE LOUISE					PROPOSED	ALLOWED
				DWELLING TYPE	PROJECT DWELLING UNITS	
	DISTRICT WIDE		SY 21-22	MFR	N/A	1146
SCHOOL LEVEL	UTILIZATION	SCHOOL NAME	60th Day Utilization	MFR STU GEN RATE	ESTIMATED STUDENTS	
E	92%	SHADY HILL	85.6%	0.097	N/A	111
M	83%	OSCEOLA	112.6%	0.040	N/A	45
H	88%	BELLEVIEW	111.4%	0.043	N/A	49

Land Use Designation

Existing:
Medium Residential (County). This land use designation is intended to recognize areas suited for primarily single-family residential units within the UGB, PSAs and Urban Area. However, the designation allows for multi-family residential units in certain existing developments along the outer edges of the UGB or Urban Area. The density range shall 31 be from one (1) dwelling unit per one (1) gross acre to four (4) dwelling units per one (1) gross acre, as 32 further defined in the LDC. This land use designation is an Urban Area land use.

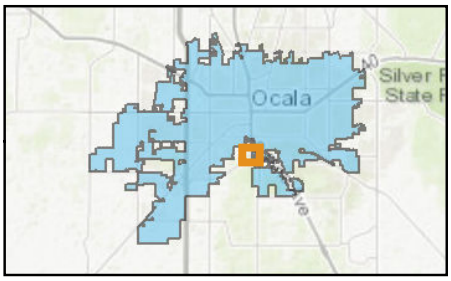
Requested:
Low Intensity. The Low Intensity[3] land use classification is to identify areas that are generally oriented towards the automobile as the primary mode of transportation, with pedestrian circulation and activity being generally less than High Intensity/Central Core and Medium Intensity/Special 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.

[1] Ocala/Marion County Transportation Planning Organization, Congestion Management Plan Database, 2021.
2 Ocala Comprehensive Plan, Stormwater Sub-Element Policy 3.1.
3 Ocala Comprehensive Plan Future Land Use Element, Policy 6.3, Low Intensity

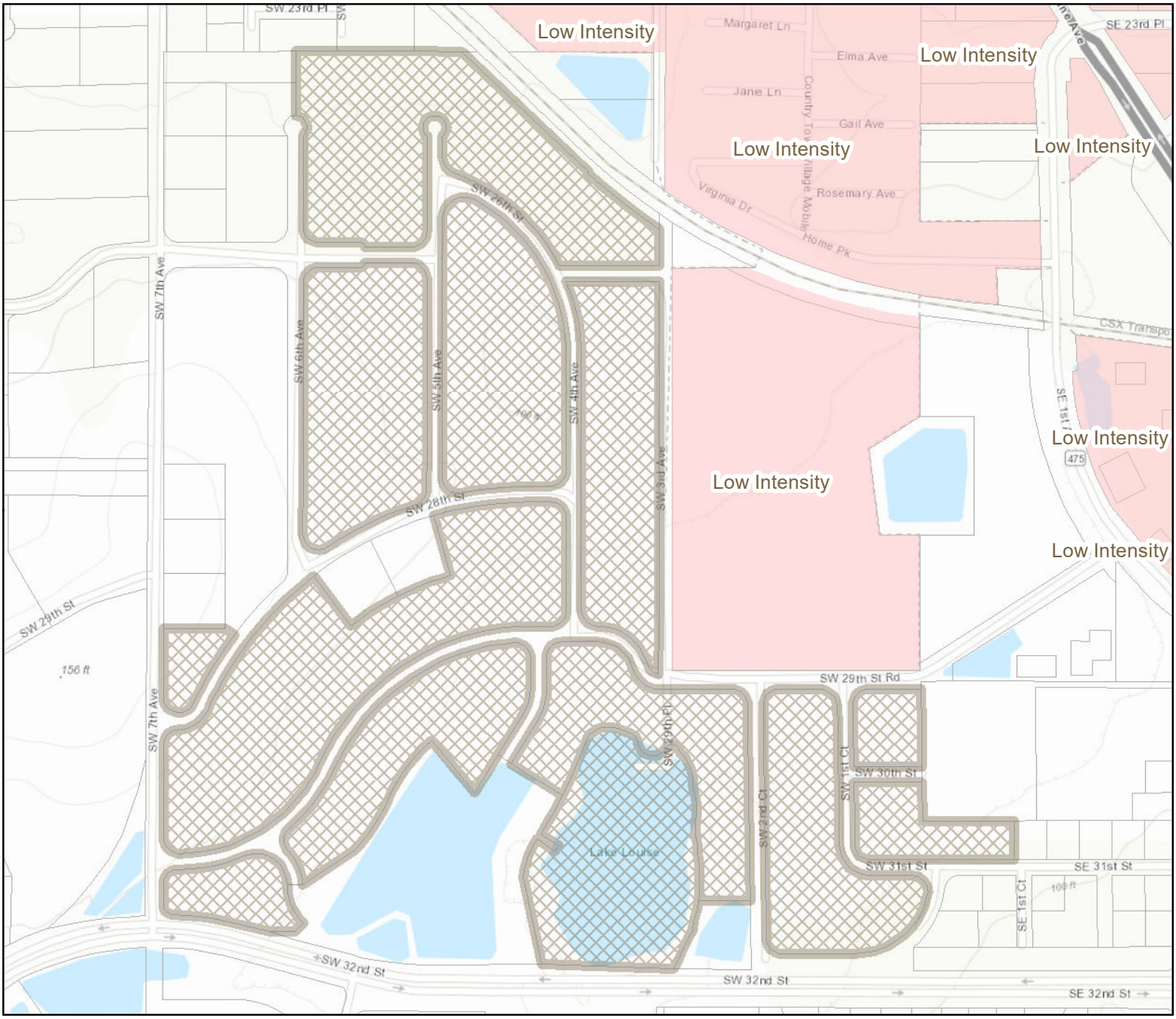
Case Map

P&Z Meeting December 13, 2021

Location Map



Case Number:	**LUC21-0003**
Parcel Number:	3062-004-001, 3062-005-001, 3062-006-007, 3060-002-004, 3060-003-001, portion of 3060-004-001, 3060-005-001, 3060-006-001, 3061-002-001, 3061-003-001, portion of 30785-000-00, 3060,000-000, 3060-001-002
Property Size:	Approximately 88.73 acres
Land Use Designation:	Medium Residential (County)
Zoning:	R-1, Single-family (County)
Proposal:	Change land use to Low Intensity



Legend

- Property
- Low Intensity
- County Parcels

0 385 770 Feet

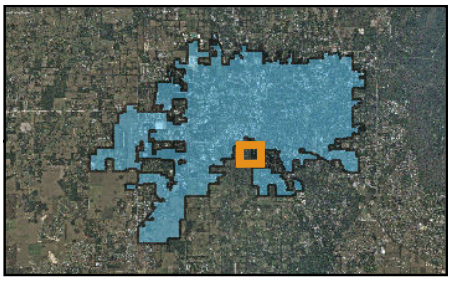
OCALA

Prepared by the City o
Growth Management Depa

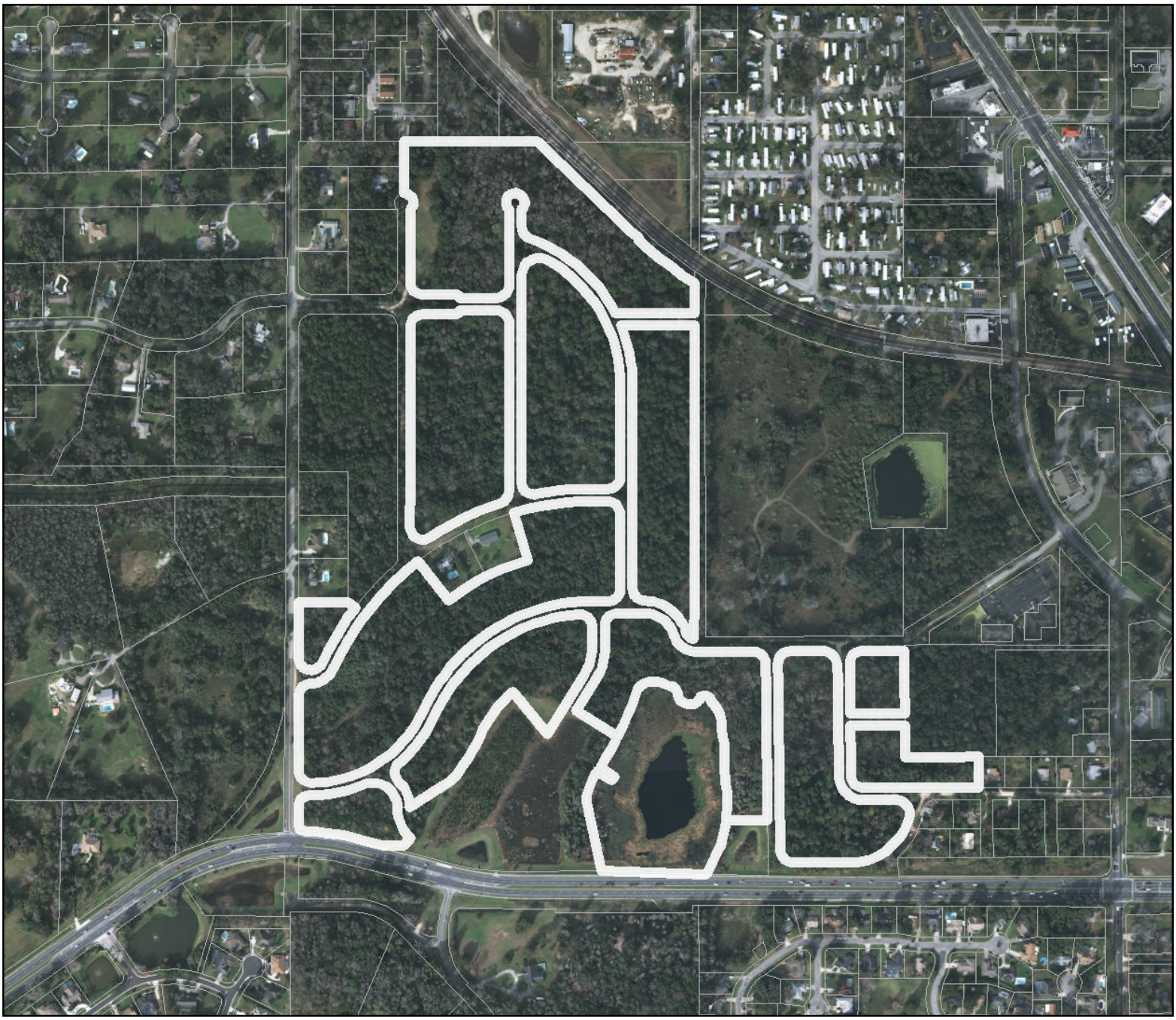
Aerial Map

P&Z Meeting December 13, 2021

Location Map



Case Number:	**LUC21-0003**
Parcel Number:	3062-004-001, 3062-005-001, 3062-006-007, 3060-002-004, 3060-003-001, portion of 3060-004-001, 3060-005-001, 3060-006-001, 3061-002-001, 3061-003-001, portion of 30785-000-00, 3060,000-000, 3060-001-002
Property Size:	Approximately 88.73 acres
Land Use Designation:	Medium Residential (County)
Zoning:	R-1, Single-family (County)



0 475 950 Feet

OCALA

Prepared by the City o
Growth Management Depa

b. LUC21-0003

Petitioner: Lake Louise, LLC
Agent: Fred Roberts
Planner: Ian Rynex, AICP (352-629-8329)
irynex@ocalafl.org

A request to change land use from Medium Residential (County) to Low Intensity (City) for property located northeast of the intersection of SW 7th Avenue and SW 32nd Street, approximately 88.73 acres.

Background:

- This property is contiguous to the city limits. It was platted for single-family development, but most lots were never developed and most of the roads never built.
- Annexation was requested to obtain city services.
- A new PD, Planned Development, will be submitted for a mix of residential product.
- Low Intensity land use is proposed with an associated land use policy.

Level of Service Impact Analysis:

Traffic Circulation

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Fire Service: Service is available.

Schools: Precise impact on schools is unknown at this time because the PD has not been submitted. The development is anticipated to be a mix of residential product which will have an impact on local schools.

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LUC21-0003						
LAKE LOUISE					PROPOSED	ALLOWED
				DWELLING TYPE	PROJECT DWELLING UNITS	
	DISTRICT WIDE		SY 21-22	MFR	N/A	1146
SCHOOL LEVEL	UTILIZATION	SCHOOL NAME	60th Day Utilization	MFR STU GEN RATE	ESTIMATED STUDENTS	
E	92%	SHADY HILL	85.6%	0.097	N/A	111
M	83%	OSCEOLA	112.6%	0.040	N/A	45
H	88%	BELLEVIEW	111.4%	0.043	N/A	49

Land Use Designation

Existing:
Medium Residential (County). This land use designation is intended to recognize areas suited for primarily single-family residential units within the UGB, PSAs and Urban Area. However, the designation allows for multi-family residential units in certain existing developments along the outer edges of the UGB or Urban Area. The density range shall 31 be from one (1) dwelling unit per one (1) gross acre to four (4) dwelling units per one (1) gross acre, as 32 further defined in the LDC. This land use designation is an Urban Area land use.

Requested:
Low Intensity. The Low Intensity[3] 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.

Staff Recommendation: ***Approval***

Discussion:
No further discussion

RESULT:	**APPROVED LUC21-0003**
MOVER:	Richard Kesselring
SECONDER:	Kris Clere
AYES:	Kesselring, Clere, Adams, Lopez, Gilchrist
ABSTAINED:	Rudnianyn
EXCUSED:	Boone

Ian M. Rynex

From: Patricia Hitchcock
Sent: Thursday, August 26, 2021 7:56 AM
To: David Boston; Ian M. Rynex
Cc: Tye Chighizola; Peter Lee
Subject: Letter of objection - Lake Louise

Please attach the email below to the case and include in the packet to P&Z and City Council.

Patricia Z. Hitchcock, AICP
Chief Planning Official
City of Ocala Growth Management Dept.
201 SE 3rd Street, Second Floor
Ocala, Florida 34471
(352) 629-8304

From: City of Ocala <webmaster@ocalafl.org>
Sent: Wednesday, August 25, 2021 8:56 PM
To: Patricia Hitchcock <PHitchcock@Ocalafl.org>
Subject: illdrawit@aol.com

Message submitted from the <City of Ocala> website.

Site Visitor Name: Donna Whitsett Wilson
Site Visitor Email: illdrawit@aol.com

August 25, 2021

Re: SW 7th Ave./SW 32nd Street Apartment Development

To Whom it May Concern:

When I looked up the definition of zoning to include in this letter, the word that I kept seeing over and over was continuity.

> The land that this proposed development is on, is surrounded by beautiful farms and well manicured subdivisions. Nowhere, surrounding this site is any other such developments, buildings or housing of the same and no other vacant land to build any. It will forever be a monstrosity overlooking some of Marion County's most beautiful homes, farms and countryside. In a nutshell, it is not in continuity with the area surrounding it - whatsoever.

> Many of these surrounding million dollar farms and subdivisions were comfortable building in this area with the understanding that this property in question would someday be a single family subdivision as platted. The existing streets and fire hydrants were evidence of a one day subdivision.

> I have no dog in this fight, but passing this property daily, have always looked forward to one day seeing this platted subdivision developed and jealous of the homeowners who were able to buy and build in it before the developing family

abandoned the project. Did you know that if you drive out there at night, you can see over the ‘skyline’ of Ocala. These existing homeowners deserve to see the completion of the beautiful subdivision they bought into instead of 3 story apartments overlooking their beloved yards and pools.

I’ve heard that no one says no to Mr. Rudnianyn, but I ask you to drive out yourself and see how this very large, 3 story development will impact this beautiful rural area and current homeowners.

Blessings,

Donna Whitsett Wilson
illdrawit@aol.com

October 17, 2021

To: City of Ocala Planning and Zoning

Re: Lake Louise Estates Development

My name is Betsy Roberts and my family and I own one of the houses in the Lake Louise Property, 520 SW 28th St. . I am in opposition to the proposed zoning change from Single Family Homes to a PUD with 312 apartment units.

The land on the Southwest side of Lake Louise has already been designated in the Florida Registry as a Native American Site. This is just from a historical perspective and there are many more issues to consider, starting with the increase of traffic on SW 7th Ave. as well as the entrance to the planned apartments. This could become more hazardous to anyone trying to enter or exit 7th Avenue from their residence. We are also concerned with possible problems with the wells in the area coming from the aquifer below. Our water quality will more than likely be negatively impacted from this development. Each unit of the proposed complex will have at least 1 to 4 people, possibly more living there and probably each having a car, this alone would have possible gas , oil and storm water runoff into the ground water. The attorneys for the development stated at one point during the meeting this summer that this apartment complex would be less impactful than single family homes. I disagree and would hope that you will take these issues into consideration when making your decision on re-zoning this beautiful area into a Planned Unit Development with 312 apartments. There is a better use for this property. Thank you.

Sincerely,

Betsy Roberts

Bbyr56@yahoo.com

Fw: S.W.7th St. Rezoning

David Boston <dboston@Ocalafl.org>

Tue 10/26/2021 1:03 PM

To: Patricia Hitchcock <PHitchcock@Ocalafl.org>; Aubrey Hale <ahale@Ocalafl.org>; Ian M. Rynex <irynex@Ocalafl.org>; Tye Chighizola <TChighizola@Ocalafl.org>

FYI---I think they likely meant 7th Ave and this is re Lake Louise as well

Let's discuss

Ian, please attach

David Boston, Ph.D., AICP
Chief Planning Official
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd floor, Ocala, FL 34471
352-629-8243 | dboston@ocalafl.org

From: susan O'Neill <sgoneill54@yahoo.com>
Sent: Tuesday, October 19, 2021 10:39 PM
To: David Boston <dboston@Ocalafl.org>
Subject: S.W.7th St. Rezoning

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.

It has come to our attention that there is someone trying to rezone property off of S. W. 7th Street in Ocala. That area is zoned single family homes. My husband and I are opposed to the rezoning. The existing zoning is the best option for that area. We live in the Rolling Acres subdivision and have lived there for over 30 years. This is already a high traffic area. It is almost impossible to get out of my neighborhood. We also have concerns for water issues such as drainage and effects on water quality issues. Retention areas will not alleviate the drainage problems that will be made by the amount of apartments they plan to build. Any rezoning would have major effects on the neighborhood on S. W. 7th Street. Please do not let rezoning occur as it will make it so much worse for the neighborhoods that have been their for years and would be negatively effected. It will be a disaster. We would appreciate your consideration that means so much to these neighborhoods. Keep the zoning the way it is! Please do not let developers who are in it for the money get the zoning changed and effect people who have lived in the area for years. I love Ocala and would like that it not be overrun by apartments and storage buildings. All for the sake of money! Thank for your time, Tim and Susan O'Neill

Sent from Yahoo Mail for iPhone

File #: 2022-0105, **Version:** 1

Submitted By: Aubrey Hale

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Approve transmittal of a future land use policy to Florida Department of Economic Opportunity for approximately 88.73 acres of property located northeast of the intersection of SW 7th Avenue and SW 32nd Street, including Lake Louise (Case FLUP21-44568).

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub

PROOF OF PUBLICATION:
Click or tap here to enter text.

BACKGROUND:

- Petitioner: Lake Louise, LLC
- Property Owner: Lake Louise, LLC
- Agent: Fred Roberts
- This property is contiguous to the city limits. It was platted for single-family development, but most lots and infrastructure were not developed.
- Annexation was requested to obtain city services. Adoption of Ordinance 2022-15 to annex the property is scheduled for the January 18, 2022, City Council meeting.
- The policy will require that a PD, Planned Development, will be submitted for the entirety of the development for review and approval by City Council. The policy also addresses dwelling unit cap, ingress/egress connections to SW 7th Ave and SW 32nd Street, buffers, zoning, and traffic analysis.
- Low Intensity land use is proposed along with the associated land use policy.
- Introduction and adoption of ordinances for the land use change and policy will be scheduled upon completion of review by DEO and other state agencies.
- The Ocala Planning and Zoning Commission recommended approval at its meeting on December 13, 2021 with a 5 to 0 vote.

FINDINGS AND CONCLUSIONS:

The requested Future Land Use Policy is consistent with the Low Intensity category requested and is consistent with the Comprehensive Plan. Approval of the future land use policy transmittal to the Florida Department of Economic Opportunity (DEO) is appropriate.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:

- Approve
- Approve with changes
- Deny
- Table

Policy _____: Future Land Use Map (FLUM) Amendment _____ adopted by Ordinance Number _____ on _____, changed the future land use designation on the amendment area from Medium Residential (County) to Low Intensity (City). The parcels affected are identified by parcel numbers _____. Development shall meet the requirements of all applicable goals, objectives and policies of the Comprehensive Plan; however, the land use and development potential made available by FLUM Amendment _____ is hereby limited by the following conditions:

1. The entire acreage designated shall be developed as a Planned Development, and shall consist of phases for the entire project area under the City's Code of Ordinances.

2. The maximum density for any project area including any density incentives shall be 16 dwelling units per gross acre with a maximum total of 1,146 dwelling units allowed. Total dwelling units allowed shall be reduced in proportion to the commercial acreage developed.

3. Commercial development shall be addressed in a Planned Development and shall limit commercial development to neighborhood business uses as identified in the City of Ocala's Land Development Code. Industrial, manufacturing, distribution, and warehouse uses shall be prohibited.

4. Ingress/egress access via a public or private right-of-way shall be provided or maintained to those parcels identified under Marion County Parcel Identification Numbers 3060-003-012, 3060-003-012 and 3060-007-006.

5. Access points shall be centralized within the development and permit no more than two ingress/egress access connections to SW 7th Avenue and SW 32nd Street. The nature of the access shall be determined during a traffic study/analysis.

6. Perimeter buffers will be provided and designed as part of the Planned Development.

7. Prior to final development approval, the property owner/developer will be required to submit a traffic analysis that is consistent with the City's Traffic Study Guidelines and Concurrency Management System that includes the entire acreage designated as PD. The applicant shall provide all necessary transportation mitigation as determined by the traffic analysis.

Petitioner: Lake Louise, LLC

Property Owner: Lake Louise, LLC

Agent: Fred Roberts

Project Planner: Aubrey Hale

Future Land Use Policy: Adopt a future land use policy for approximately ±88.73 acres, addressing development conditions

Site's Present Future Land Use & Zoning

Jurisdiction	Future Land Use	Zoning
Marion County	Medium Residential(County)	R-1, Single Family Dwelling(County)

Parcel Information

Acres:	±88.73 Acres
Parcel(s)#:	3062-004-001, 3062-005-001, 3062-006-007, 3060-002-004, 3060-003-001, a portion of 3060-004-001, 3060-005-001, 3060-006-001, 3061-002-001, 3061-003-001, a portion of 30785-000-00, 3060,000-000, 3060-001-002
Location:	Northeast of the intersection of SW 7th Avenue and SW 32nd Street
Existing use:	Undeveloped

Adjacent Land

Direction	Future Land Use	Zone	Current Use
North	Commerce District(County)	M-1(County)	Railroad
	High Residential(County)	R-3(County)	Multi-Family residences
East	Low Intensity	OP – Office Park	Undeveloped
	Medium Residential(County)	R-1(County)	
South	Medium Residential(County)	R-1(County)	Single family residence
	Public(County)	R-1(County)	DRA
West	Medium Residential(County)	R-1(County)	Single family residence
	Public(County)	A-1(County)	Undeveloped

Staff Recommendation: ***Approval***

Basis for Approval:

The subject property is proposed for annexation by the City of Ocala and it is appropriate to assign a City land use designation. The proposed land use designation of Low Intensity is consistent with the Comprehensive Plan and the surrounding area. The policy will provide development conditions that ensure compatibility with existing surrounding uses and future growth within the designated land areas.

Factual Support:

1. Consistent with the following Objective and Policies of the City of Ocala Future Land Use Element:
    a. Objective 12: The Future Land Use Element shall require efficient use of existing services, facilities and infrastructure to discourage urban sprawl and promote a clustered urban development pattern.

b. 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.

2. Approval of this request will not adversely affect the health, safety, convenience, prosperity, or general welfare of the community.

Background:

- This property is contiguous to the city limits. It was platted for single-family development, but most lots and infrastructure were not developed.
- Annexation was requested to obtain city services.
- A new PD, Planned Development, will be submitted for review and approval for the entirety of the development.
- Low Intensity land use is proposed along with the associated land use policy.
- The surrounding areas are predominately single-family dwellings on large lots/estate lots of more than one acre. Development east of the project area along SW 32nd Street contains a commercial node at the intersection of US Hwy 441 and SW 32nd Street. SW 7th Avenue transitions south to north from residential to light industrial and commercial approaching SR 464.

Policy:

The City of Ocala is proposing a land use policy approved, as follows:

a. The entire acreage designated shall be developed as a Planned Development, and shall consist of phases for the entire project area under the City's Code of Ordinances.

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g. Prior to final development approval, the property owner/developer will be required to submit a traffic analysis that is consistent with the City's Traffic Study Guidelines and Concurrency Management System that includes the entire acreage designated as PD. The applicant shall provide all necessary transportation mitigation as determined by the traffic analysis.

Level of Service Impact Analysis:

Traffic Circulation
Developments proposing to generate 100 or more peak hour trips are required to submit a traffic study as part of the site plan review. Developments proposing to generate less than 100 peak hour trips are required to submit a traffic impact statement.

Table 1: Traffic Circulation[1]

Road/Street Name	# of Lanes	Functional Class	Adopted LOS	LOS Capacity	2021 AADT	Existing LOS
CR475C/SW 42nd St SR 200 to SW 7th Ave	4	Principal Arterial	E	35,820	18,800	C
SW 7th Ave SW 32nd (also 42nd) St to SR 464	2	Local	E	29,340	4,000	B

LOS=Level of Service, AADT=Annual Average Daily Traffic

Potable Water: Water service is available.

Sanitary Sewer: Sewer service is available. A city sewer line is within 600 feet of the property. Therefore, the developer will pay to extend it to serve the development.

Stormwater: 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-storm event.[2]

Solid Waste: Service is available.

Fire Service: Service is available.

Schools: Precise impact on schools is unknown at this time because the PD has not been submitted. The development is anticipated to be a mix of residential product which will have an impact on local schools.

Land Use Designation

Existing:
Medium Residential (County). This land use designation is intended to recognize areas suited for primarily single-family residential units within the UGB, PSAs and Urban Area. However, the designation allows for multi-family residential units in certain existing developments along the outer edges of the UGB or Urban Area. The density range shall 31 be from one (1) dwelling unit per one (1) gross acre to four (4) dwelling units per one (1) gross acre, as 32 further defined in the LDC. This land use designation is an Urban Area land use.

Requested:

Low Intensity. The Low Intensity[3] 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.

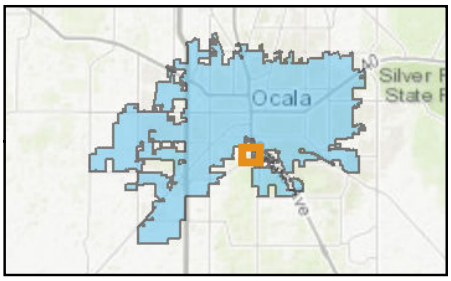
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[1] Ocala/Marion County Transportation Planning Organization, Congestion Management Plan Database, 2021.
2 Ocala Comprehensive Plan, Stormwater Sub-Element Policy 3.1.
3 Ocala Comprehensive Plan Future Land Use Element, Policy 6.3, Low Intensity

Case Map

P&Z Meeting December 13, 2021

Location Map



Case Number: FLUP21-44568

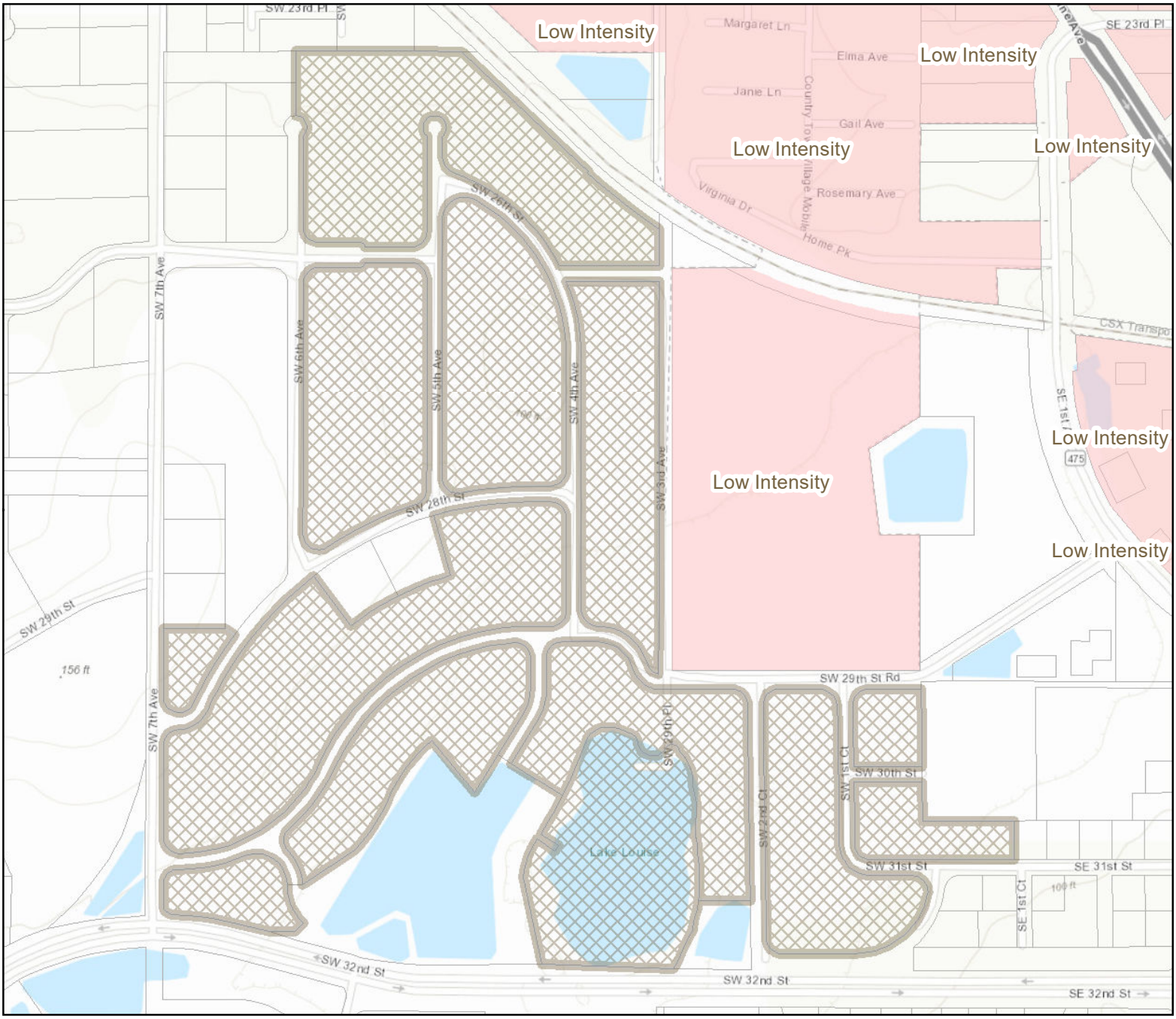
Parcel Number: 3062-004-001, 3062-005-001, 3062-006-007, 3060-002-004, 3060-003-001, portion of 3060-004-001, 3060-005-001, 3060-006-001, 3061-002-001, 3061-003-001, portion of 30785-000-00, 3060,000-000, 3060-001-002

Property Size: Approximately 88.73 acres

Land Use Designation: Medium Residential (County)

Zoning: R-1, Single-family (County)

Proposal: Change land use to Low Intensity



Legend

- Property
- Low Intensity
- County Parcels

0 385 770 Feet

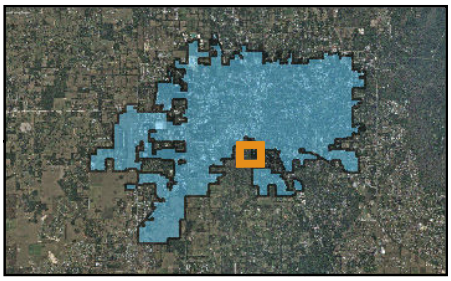
OCALA

Prepared by the City o
Growth Management Depa

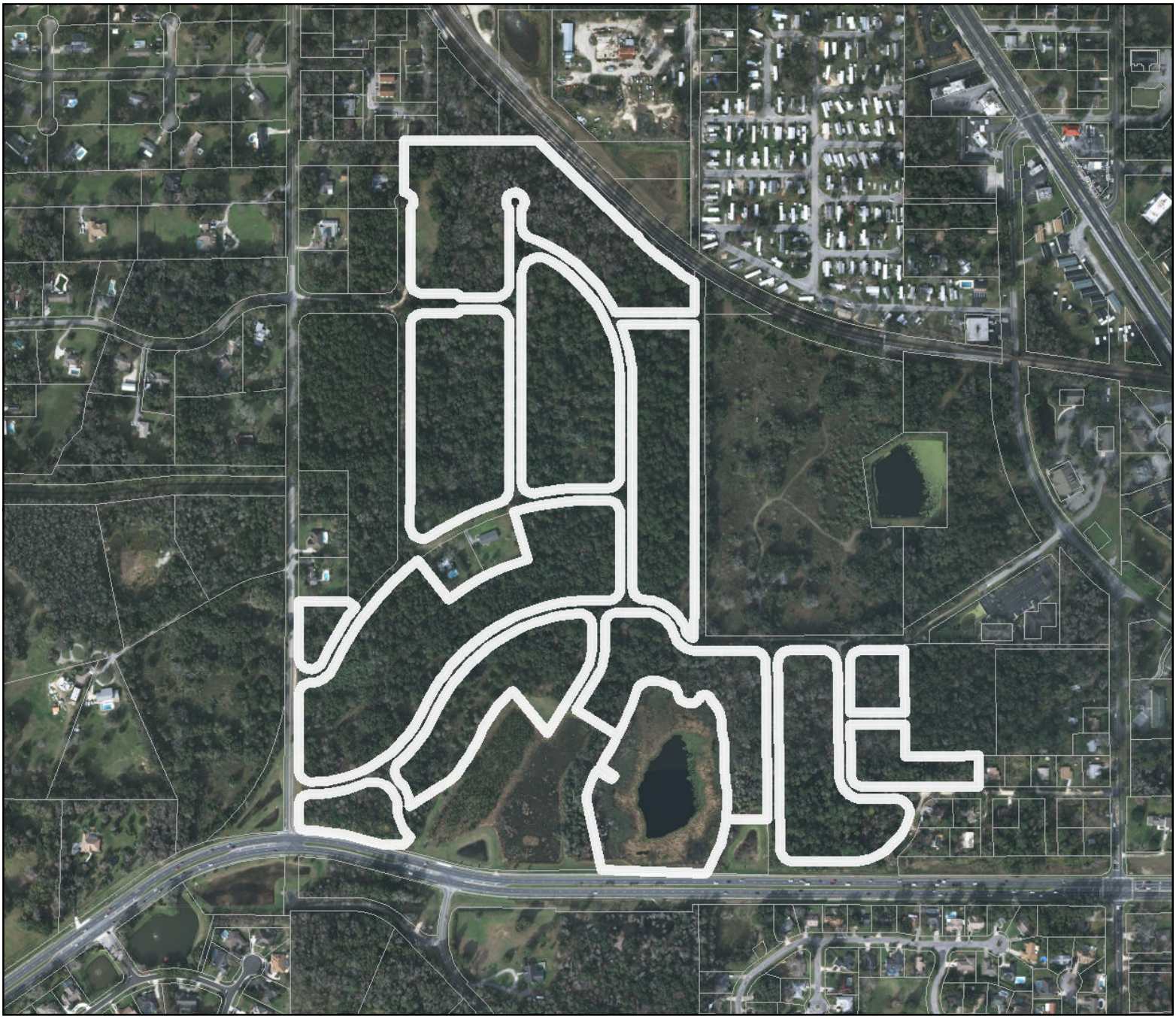
Aerial Map

P&Z Meeting December 13, 2021

Location Map



Case Number:	**FLUP21-44568**
Parcel Number:	3062-004-001, 3062-005-001, 3062-006-007, 3060-002-004, 3060-003-001, portion of 3060-004-001, 3060-005-001, 3060-006-001, 3061-002-001, 3061-003-001, portion of 30785-000-00, 3060,000-000, 3060-001-002
Property Size:	Approximately 88.73 acres
Land Use Designation:	Medium Residential (County)
Zoning:	R-1, Single-family (County)



0 475 950 Feet

OCALA

Prepared by the City o
Growth Management Depa

c. FLUP21-44568

Petitioner: Lake Louise, LLC
Agent: Fred Roberts
Planner: Aubrey Hale (352-629-8550)
ahale@ocalafl.org

A request to adopt a land use policy setting allowable uses and limiting development potential for property located northeast of the intersection of SW 7th Avenue and SW 32nd Street, approximately 88.73 acres.

Background:

- This property is contiguous to the city limits. It was platted for single-family development, but most lots and infrastructure were not developed.
- Annexation was requested to obtain city services.
- A new PD, Planned Development, will be submitted for review and approval for the entirety of the development.
- Low Intensity land use is proposed along with the associated land use policy.
- The surrounding areas are predominately single-family dwellings on large lots/estate lots of more than one acre. Development east of the project area along SW 32nd Street contains a commercial node at the intersection of US Hwy 441 and SW 32nd Street. SW 7th Avenue transitions south to north from residential to light industrial and commercial approaching SR 464.

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f. Perimeter buffers will be provided and designed as part of the Planned Development.

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Level of Service Impact Analysis:

Traffic Circulation

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Requested:

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Staff Recommendation: ***Approval***

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Discussion:

Mr. Kesselring asked Mr. Aubrey for clarification on this matter since it is establishing policies for how this project will be developed and asked if there is any possibility for any additional restrictions or caveats being put on the development as they submit the overall PD plan. Mr. Hale confirmed that the PD will address other design requirements and City Council must approve said PD plan.

RESULT:	**APPROVED FLUP21-44568**
MOVER:	Kris Clere
SECONDER:	Rus Adams
AYES:	Clere, Adams, Lopez, Gilchrist, Kesselring
ABSTAINED:	Rudnianyn
EXCUSED:	Boone

6. Annexation/Land Use/Zoning

a. ANX21-0006

Petitioner: City of Ocala
Planner: Ian Rynex, AICP (352-629-8329)
irynex@ocalafl.org

A request to annex into the City of Ocala property located in the 500 block of SW 32nd Street, approximately 9.13 acres.

Background:

- This property is contiguous to property owned by Lake Louise LLC, which is also being considered for annexation.
- Pending approval of the annexation of an adjacent property, Case ANX21-0005, this city-owned property will be contiguous to city limits. Therefore, it is appropriate to apply for annexation at this time.

Basis: The property is owned by the City, serving a public function, and shall be contiguous to the city limits and eligible for annexation upon annexation of adjacent land.

Services Analysis:

The property is currently owned by the City of Ocala and utilized as a drainage retention area. Development of the property is not feasible, and no services are necessary.

Staff Recommendation:	**Approval of ANX21-0006**

Discussion:

Ian M. Rynex

From: Patricia Hitchcock
Sent: Thursday, August 26, 2021 7:56 AM
To: David Boston; Ian M. Rynex
Cc: Tye Chighizola; Peter Lee
Subject: Letter of objection - Lake Louise

Please attach the email below to the case and include in the packet to P&Z and City Council.

Patricia Z. Hitchcock, AICP
Chief Planning Official
City of Ocala Growth Management Dept.
201 SE 3rd Street, Second Floor
Ocala, Florida 34471
(352) 629-8304

From: City of Ocala <webmaster@ocalafl.org>
Sent: Wednesday, August 25, 2021 8:56 PM
To: Patricia Hitchcock <PHitchcock@Ocalafl.org>
Subject: illdrawit@aol.com

Message submitted from the <City of Ocala> website.

Site Visitor Name: Donna Whitsett Wilson
Site Visitor Email: illdrawit@aol.com

August 25, 2021

Re: SW 7th Ave./SW 32nd Street Apartment Development

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> Many of these surrounding million dollar farms and subdivisions were comfortable building in this area with the understanding that this property in question would someday be a single family subdivision as platted. The existing streets and fire hydrants were evidence of a one day subdivision.

> I have no dog in this fight, but passing this property daily, have always looked forward to one day seeing this platted subdivision developed and jealous of the homeowners who were able to buy and build in it before the developing family

abandoned the project. Did you know that if you drive out there at night, you can see over the ‘skyline’ of Ocala. These existing homeowners deserve to see the completion of the beautiful subdivision they bought into instead of 3 story apartments overlooking their beloved yards and pools.

I’ve heard that no one says no to Mr. Rudnianyn, but I ask you to drive out yourself and see how this very large, 3 story development will impact this beautiful rural area and current homeowners.

Blessings,

Donna Whitsett Wilson
illdrawit@aol.com

October 17, 2021

To: City of Ocala Planning and Zoning

Re: Lake Louise Estates Development

My name is Betsy Roberts and my family and I own one of the houses in the Lake Louise Property, 520 SW 28th St. . I am in opposition to the proposed zoning change from Single Family Homes to a PUD with 312 apartment units.

The land on the Southwest side of Lake Louise has already been designated in the Florida Registry as a Native American Site. This is just from a historical perspective and there are many more issues to consider, starting with the increase of traffic on SW 7th Ave. as well as the entrance to the planned apartments. This could become more hazardous to anyone trying to enter or exit 7th Avenue from their residence. We are also concerned with possible problems with the wells in the area coming from the aquifer below. Our water quality will more than likely be negatively impacted from this development. Each unit of the proposed complex will have at least 1 to 4 people, possibly more living there and probably each having a car, this alone would have possible gas , oil and storm water runoff into the ground water. The attorneys for the development stated at one point during the meeting this summer that this apartment complex would be less impactful than single family homes. I disagree and would hope that you will take these issues into consideration when making your decision on re-zoning this beautiful area into a Planned Unit Development with 312 apartments. There is a better use for this property. Thank you.

Sincerely,

Betsy Roberts

Bbyr56@yahoo.com

Fw: S.W.7th St. Rezoning

David Boston <dboston@Ocalafl.org>
Tue 10/26/2021 1:03 PM

To: Patricia Hitchcock <PHitchcock@Ocalafl.org>; Aubrey Hale <ahale@Ocalafl.org>; Ian M. Rynex <irynex@Ocalafl.org>; Tye Chighizola <TChighizola@Ocalafl.org>

FYI---I think they likely meant 7th Ave and this is re Lake Louise as well

Let's discuss

Ian, please attach

David Boston, Ph.D., AICP
Chief Planning Official
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd floor, Ocala, FL 34471
352-629-8243 | dboston@ocalafl.org

From: susan O'Neill <sgoneill54@yahoo.com>
Sent: Tuesday, October 19, 2021 10:39 PM
To: David Boston <dboston@Ocalafl.org>
Subject: S.W.7th St. Rezoning

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.

It has come to our attention that there is someone trying to rezone property off of S. W. 7th Street in Ocala. That area is zoned single family homes. My husband and I are opposed to the rezoning. The existing zoning is the best option for that area. We live in the Rolling Acres subdivision and have lived there for over 30 years. This is already a high traffic area. It is almost impossible to get out of my neighborhood. We also have concerns for water issues such as drainage and effects on water quality issues. Retention areas will not alleviate the drainage problems that will be made by the amount of apartments they plan to build. Any rezoning would have major effects on the neighborhood on S. W. 7th Street. Please do not let rezoning occur as it will make it so much worse for the neighborhoods that have been their for years and would be negatively effected. It will be a disaster. We would appreciate your consideration that means so much to these neighborhoods. Keep the zoning the way it is! Please do not let developers who are in it for the money get the zoning changed and effect people who have lived in the area for years. I love Ocala and would like that it not be overrun by apartments and storage buildings. All for the sake of money! Thank for your time, Tim and Susan O'Neill

Sent from Yahoo Mail for iPhone

Legislation Text

File #: ORD-2022-14, **Version:** 1

Submitted By: Tye Chighizola

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Adopt Ordinance 2022-14 for a zoning change from M-1, Light Industrial, to B-4, General Business, for approximately 2.22 acres of property located at 1011 SW Martin Luther King Jr. Avenue (Case ZON21-44561) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub, .

PROOF OF PUBLICATION:
6722446 - 1/7/22 & 1/14/22

BACKGROUND:

- Applicant: 1011 MLK, LLC
- Property Owner: 1011 MLK, LLC
- The applicants are requesting B-4 zoning to allow a vehicular sales use.
- The property is located adjacent to existing automobile dealerships and surrounded by properties zoned B-4.
- The above-stated factors make the site a viable location for commercial development allowable in the B -4 zoning district.
- The future land use classification on this property is Low Intensity.
- The Ocala Planning & Zoning Commission recommended approval by a 6 to 0 vote.

FINDINGS AND CONCLUSIONS:
The B-4 zoning district is consistent with the Low Intensity future land use classification and with the surrounding area. Staff recommends approval of the requested zoning designation.

FISCAL IMPACT:
N/A

ALTERNATIVE:

- Approve with changes
- Deny
- Table

ORDINANCE 2022-14

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING FROM M-1, LIGHT INDUSTRIAL, TO B-4, GENERAL BUSINESS, FOR CERTAIN PROPERTY LOCATED AT 1011 SW MARTIN LUTHER KING JR. AVENUE, OCALA, FLORIDA (CASE NO. ZON21-44561); PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; 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 following described lands are hereby rezoned and reclassified according to the zoning regulation of the City of Ocala, Florida, as B-4, General Business:

THE NORTH 255.00 FEET OF THE SOUTH 505.00 FEET OF THE FOLLOWING DESCRIBED TRACT:

COMMENCING AT THE NW CORNER OF SECTION 19, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, THENCE S.02°01'30"W. 112.01 FEET ALONG THE WEST BOUNDARY OF SAID SECTION 19 FOR THE POINT OF BEGINNING, THENCE NORTHEASTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF STATE ROAD #200 ON A CURVE CONCAVE SOUTHEAST (HAVING A CENTRAL ANGLE OF 20°04'51", A RADIUS OF 1084.24 FEET) FOR A DISTANCE OF 380.00 FEET, WHOSE RADIUS POINT BEARS S.02°18'19"E; THENCE S.00°30'30" W.899.48 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SOUTHWEST 12TH STREET, A 60 FOOT RIGHT OF WAY; THENCE WEST 390.28 FEET ALONG SAID NORTH RIGHT OF WAY LINE; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 19, N.02°01'30"E. 819.13 FEET TO THE POINT OF BEGINNING: EXCEPTING FROM THE SAID NORTH 255.00 FEET, THE WEST 20 FEET THEREOF. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER THE EAST 20.00 FEET OF THE SOUTH 250.00 FEET OF THE ABOVE DESCRIBED TRACT. LESS AND EXCEPT ROAD RIGHT OF WAYS.

(aka PARCEL NO: 23673-000-00)

Section 2. The zoning map of the City of Ocala is hereby amended to reflect the change in zoning classification from M-1, Light Industrial, to B-4, General Business, as to lands described in Section 1 of this ordinance.

Section 3. Severability Clause. Should any provision or section of this ordinance be held by a Court of Competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. This ordinance shall take effect upon approval by the Mayor, or upon being 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 _____, 2022.

By: _____
Reuben Kent Guinn
Mayor

Approved as to form and legality:

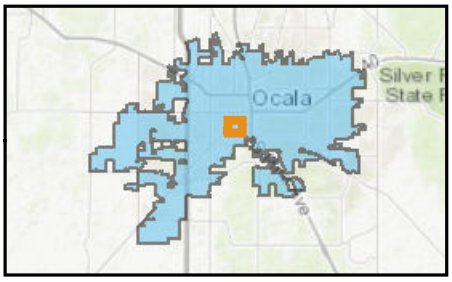
By: _____
Robert W. Batsel, Jr.
City Attorney

Ordinance No:	2022-14
Introduced:	1/4/2022
Adopted:	Click or tap to enter a date.
Legal Ad No:	6722446 - 1/7/22 & 1/14/22

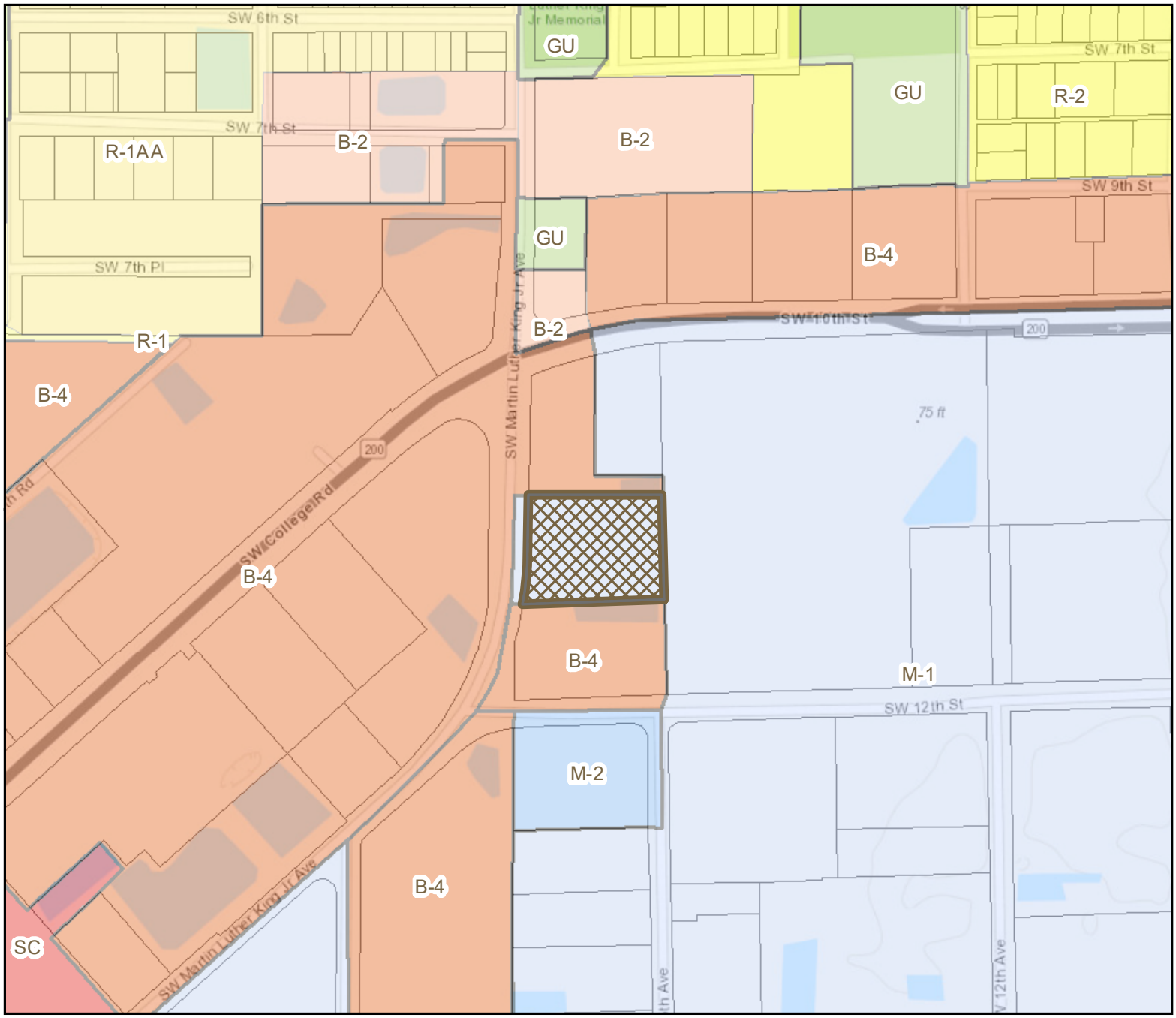
Case Map

P&Z Meeting December 13, 2021

Location Map



Case Number:	**ZON21-44561**
Parcel Number:	23673-000-00
Property Size:	Approximately 2.22 acres
Land Use Designation:	Low Intensity
Zoning:	M-1, Light Industrial
Proposal:	Rezone property to B-4, General Business



Legend

- Property

Zoning Districts

- B-2:Community Business
- B-4:General Business
- GU:Governmental Use
- INST:Institutional
- M-1:Light Industrial
- M-2:Medium Industrial
- R-1:Single Family Residential
- R-1A:Single Family Residential
- R-1AA:Single Family Residential
- R-2:Two-Family Residential
- SC:Shopping Center

0 300 600 Feet

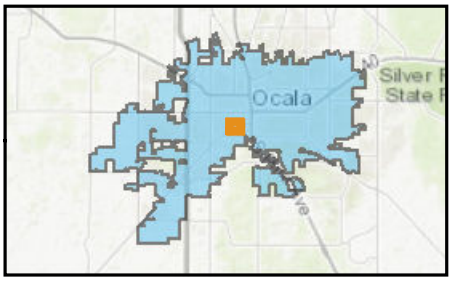
OCALA

Prepared by the City of
Growth Management Depa...

Aerial Map

P&Z Meeting December 13, 2021

Location Map



Case Number:	**ZON21-44561**
Parcel Number:	23673-000-00
Property Size:	Approximately 2.22 acres
Land Use Designation:	Low Intensity
Zoning:	M-1, Light Industrial
Proposal:	Rezone property to B-4, General Business



0 237.5 475 Feet

OCALA

Prepared by the City of Ocala Growth Management Department

Petitioner: 1011 MLK, LLC

Property Owner: 1011 MLK, LLC

Project Planner: Ian Rynex, AICP

Zoning Change Request: from: M-1, Light Industrial
to: B-4, General Business

Parcel Information

Acres: ~ 2.22
Parcel(s)#: 23673-000-00
Location: 1011 SW Martin Luther King Jr. Avenue
Existing use: Warehouse
Future Land Use: Low Intensity

Adjacent Land

Direction	Future Land Use	Zone	Current Use
North	Low Intensity	B-4	Pest Control Establishment
East	Low Intensity	M-1	Furniture Store
South	Low Intensity	B-4	Private Parking Lot
West	Low Intensity	B-4	Automobile Dealership

Background

- The applicants are requesting B-4 zoning to allow it to support a vehicular sales use.
- The property is located adjacent to existing automobile dealerships and surrounded by properties zoned B-4.
- The above-stated factors make the site a viable location for commercial development allowable in the B-4 zoning district.
- The future land use classification on this property is Low Intensity.

Staff Recommendation: Approval of ZON21-44561

Basis for Approval

The B-4 zoning district is consistent with the Low Intensity future land use classification and with the surrounding area.

Factual Support

1. The proposed B-4 zoning is consistent with the following Objectives and Policies of the City of Ocala Future Land Use Element:

    a. **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.

2. Approval of this request will not adversely affect the health, safety, convenience, prosperity, or general welfare of the community.

Level of Service Impact Analysis

Transportation: Development that creates 100 or more new peak hour trips will trigger the requirement that a traffic study be conducted.

Electric: The property is in the Ocala Electric Utility service territory.

Potable Water: Service is available within 1/4 mile of the parcel and connections will be determined during the site plan or subdivision review and approval process.

Sanitary Sewer: Service is available within 1/8 mile of the parcel and connections will be determined during the site plan or subdivision review and approval process.

Stormwater: 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.[1]

Solid Waste: Service is available.

Fire Service: Service is available.

Schools: The development associated with this rezoning is not anticipated to affect area schools.

Zoning

Existing

M-1, Light Industrial: The light industrial (M-1) district is 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 12-763. Additional outdoor storage, subject to design criteria (see section 122-767) can be requested as part of the public hearing process before the planning and zoning commission and city council. Service establishments serving the industrial uses or the district shall be permitted. Specific uses shall be controlled by the standards for industrial performance in article VIII of this chapter.[2]

Requested

B-4, General Business: The general business (B-4) district is intended for larger retail establishments, businesses catering to highway trade and motorists' needs, and businesses that receive a large number of delivery trucks.[3]

[1] City of Ocala Comprehensive Plan, Stormwater Sub-Element, Policy 3.1.
[2] City of Ocala Land Development Code, Section 122-761, Intent and purpose.
[3] City of Ocala Land Development Code, Section 122-721, Intent and purpose.

4. Zoning

a. ZON21-44561 a request to change zoning from M-1, Light Industrial, to B-4, General Business, for property located at 1011 SW Martin Luther King Jr. Avenue, approximately 2.22 acres.

Petitioner: 1011 MLK, LLC
Planner: Ian Rynex, AICP

Background

- The applicants are requesting B-4 zoning to allow it to support a vehicular sales use.
- The property is located adjacent to existing automobile dealerships and surrounded by properties zoned B-4.
- The above-stated factors make the site a viable location for commercial development allowable in the B-4 zoning district.
- The future land use classification on this property is Low Intensity.

Basis for Approval

The B-4 zoning district is consistent with the Low Intensity future land use classification and with the surrounding area.

Factual Support

1. The proposed B-4 zoning is consistent with the following Objectives and Policies of the City of Ocala Future Land Use Element:

    a. 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.

2. Approval of this request will not adversely affect the health, safety, convenience, prosperity, or general welfare of the community.

Level of Service Impact Analysis

Transportation: Development that creates 100 or more new peak hour trips will trigger the requirement that a traffic study be conducted.

Electric: The property is in the Ocala Electric Utility service territory.

Potable Water: Service is available within 1/4 mile of the parcel and connections will be determined during the site plan or subdivision review and approval process.

Sanitary Sewer: Service is available within 1/8 mile of the parcel and connections will be determined during the site plan or subdivision review and approval process.

Stormwater: 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.[1]

Solid Waste: Service is available.

Fire Service: Service is available.

Schools: The development associated with this rezoning is not anticipated to affect area schools.

Zoning

Existing
M-1, Light Industrial: The light industrial (M-1) district is 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 12-763. Additional outdoor storage, subject to design criteria (see section 122-767) can be requested as part of the public hearing process before the planning and zoning commission and city council. Service establishments serving the industrial uses, or the district shall be permitted. Specific uses shall be controlled by the standards for industrial performance in article VIII of this chapter.[2]

Staff Recommendation:	**Approval of ZON21-44561**

Discussion:
No board discussion.
No public comment.

RESULT:	**APPROVED**
MOVER:	Richard Kesselring
SECONDER:	Rus Adams
AYES:	Kesselring, Adams, Rudnianyn, Clere, Lopez, Gilchrist
EXCUSED:	Boone

b. ZON21-44578
Petitioner: Jerriel Bazile
Planner: Nancy Smith, AICP (352-629-8392)
nsmith@ocalafl.org

A request to change zoning from B-1, Neighborhood Business, and R-2, Two-family Residential, to B-2, Community Business, for property located at the southwest corner of W Silver Springs Boulevard and SW Martin Luther King Jr. Avenue, approximately 0.58 acres.

Legislation Text

File #: ORD-2022-16, **Version:** 1

Submitted By: Tye Chighizola

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Adopt Ordinance 2022-16 for a zoning change from O-1, Office, to R-3, Multi-Family Residential, for property located at the southeast corner of the intersection of SE 30th Avenue and SE 18th Street, approximately 2.91 acres (Case ZON21-44560) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub, .

PROOF OF PUBLICATION:
6722446 - 1/7/22

BACKGROUND:

- Applicant: BAB Quality Homes, LLC
- Agent: Davis Dinkins
- Property Owner: L&V Sutton Investments, LLC & Martin Okonkwo

- This property is located at the southeast corner of SE 30th Avenue and SE 18th Street.
- The applicant has indicated the intention to build a multi-family housing development.
- Due to the lack of residential in the immediate area, development on this parcel will pose minimal impact on surrounding properties. In addition, there is a deficit of multi-family in the region. This development would help meet that need.
- The properties have good access to Maricamp Rd.
- The future land use classification on this property is Low Intensity. The R-3 zoning district is compatible with this land use.
    - Low Intensity permits up to 18 dwelling units per acre.
    - R-3 permits up to 50-foot building height.
    - Architectural Review will be required.
- The Ocala Planning & Zoning Commission recommended approval by a 6 to 0 vote.

FINDINGS AND CONCLUSIONS:
The R-3 zoning district is consistent with the Low Intensity future land use classification and with the surrounding area. Staff recommends approval of the requested zoning designation.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
This ordinance is pending review by the City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:
- Approve with changes
- Deny
- Table

ORDINANCE 2022-16

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING FROM O-1, OFFICE, TO R-3, MULTI-FAMILY RESIDENTIAL, FOR CERTAIN PROPERTY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SE 30TH AVENUE AND SE 18TH STREET, OCALA, FLORIDA (CASE NO. ZON21-44560); PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; 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 following described lands are hereby rezoned and reclassified according to the zoning regulation of the City of Ocala, Florida, as R-3, Multi-family Residential:

Lots 1, 2, 3, 4, and Tract 9, MARICAMP SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Pages 148 and 149, of the Public Records of Marion County, Florida.

(aka: Parcels 29505-009-01, 29505-009-02, and 29505-009-03)

Section 2. The zoning map of the City of Ocala is hereby amended to reflect the change in zoning classification from O-1, Office, to R-3, Multi-family Residential, as to lands described in Section 1 of this

ordinance.

Section 3. Severability Clause. Should any provision or section of this ordinance be held by a Court of Competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. This ordinance shall take effect upon approval by the Mayor, or upon being 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 _____, 2022.

By: _____
Reuben Kent Guinn
Mayor

Approved as to form and legality:

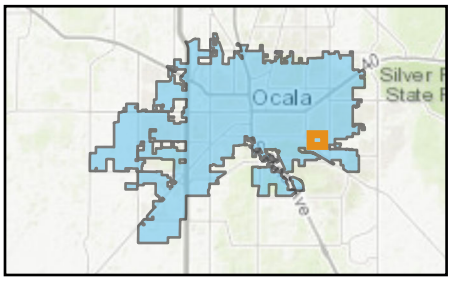
By: _____
Robert W. Batsel, Jr.
City Attorney

Ordinance No:	2022-16
Introduced:	1/4/2022
Adopted:	Click or tap to enter a date.
Legal Ad No:	Click or tap here to enter text.

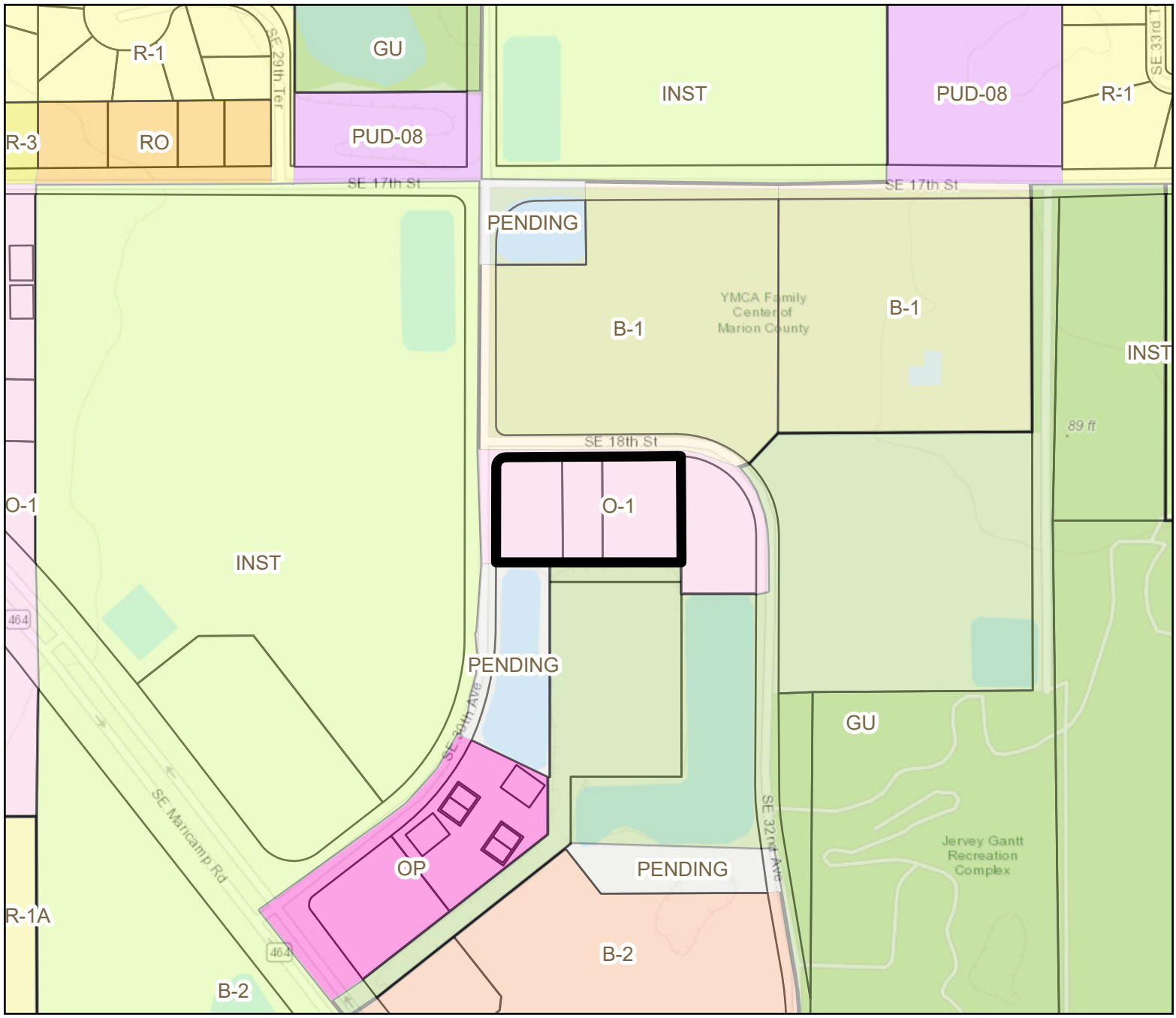
Case Map

P&Z Meeting December 13, 2021

Location Map



Case Number:	**ZON21-44560**
Parcel Number:	29505-009-01; 29505-009-02; 29505-009-03
Property Size:	Approximately 2.91 acres
Land Use Designation:	Low Intensity
Zoning:	O-1, Office
Proposal:	Rezone to R-3, Multifamily Residential



Legend

- ZON21-44560
- B-1:Neighborhood Business
- B-2:Community Business
- GU:Governmental Use
- INST:Institutional
- O-1:Office
- OP:Office Park
- Ordinance Pending
- PUD-08:Planned Unit Development-8 Units
- R-1:Single Family Residential
- R-1A:Single Family Residential
- R-3:Multi-Family Residential
- RO:Residential Office
- Parcels

0 300 600 Feet

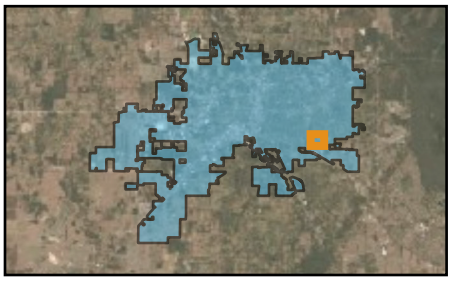
OCALA

Prepared by the City o
Growth Management Depa

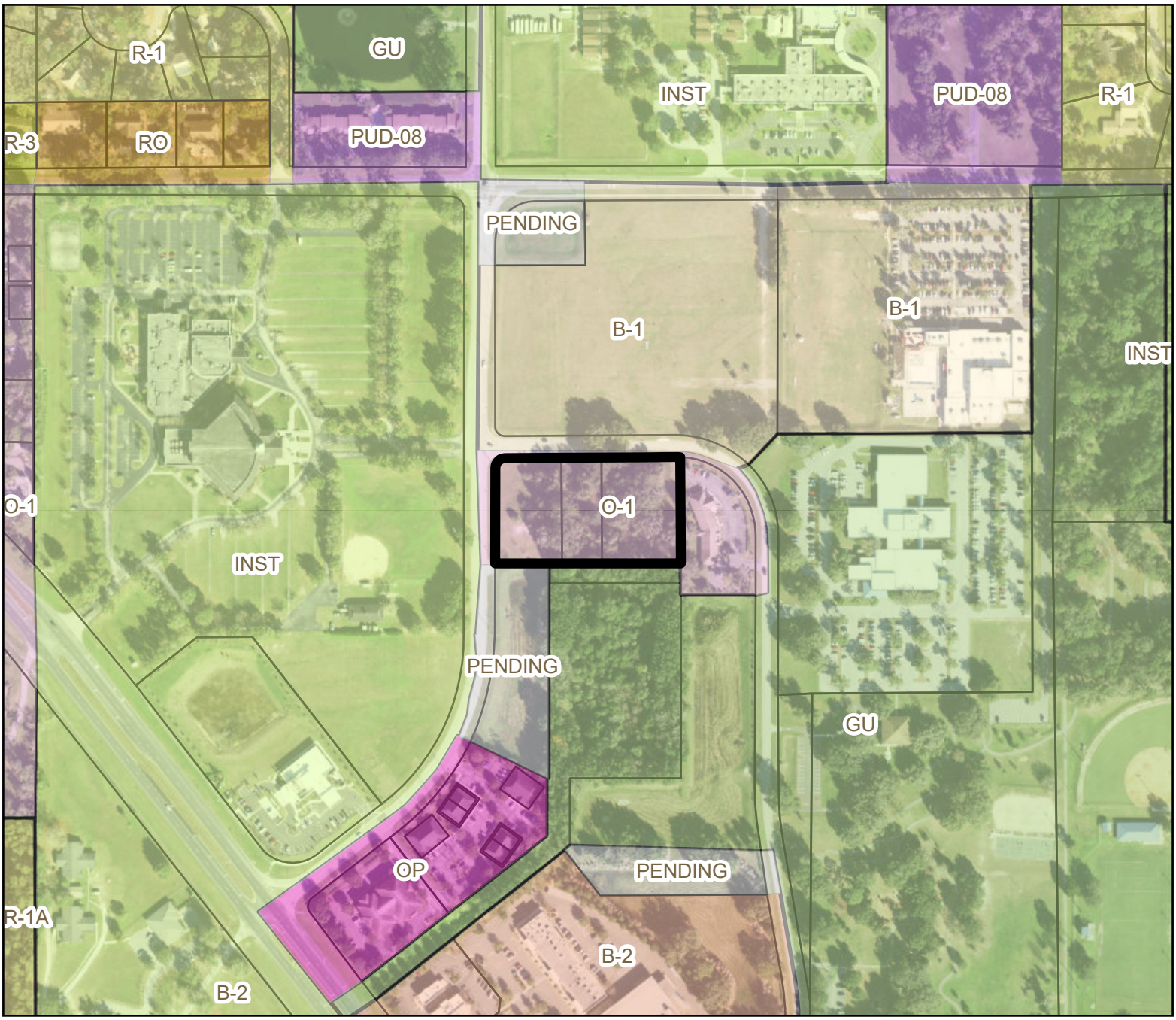
Aerial Map

P&Z Meeting December 13, 2021

Location Map



Case Number:	**ZON21-44560**
Parcel Number:	29505-009-01; 29505-009-02; 29505-009-03
Property Size:	Approximately 2.91 acres
Land Use Designation:	Low Intensity
Zoning:	O-1, Office
Proposal:	Rezone to R-3, Multifamily Residential



Legend

- ZON21-44560
- B-1:Neighborhood Business
- B-2:Community Business
- GU:Governmental Use
- INST:Institutional
- O-1:Office
- OP:Office Park
- Ordinance Pending
- PUD-08:Planned Unit Development-8 Units
- R-1:Single Family Residential
- R-1A:Single Family Residential
- R-3:Multi-Family Residential
- RO:Residential Office
- Parcels

0 300 600 Feet

OCALA

Prepared by the City o
Growth Management Depa

Petitioner: BAB Quality Homes, LLC

Agent: Davis Dinkins

Property Owners: L&V Sutton Investments, LLC & Martin Okonkwo

Project Planner: Ian Rynex, AICP

Zoning Change Request: from: O-1, Office District
to: R-3, Multi-Family Residential

Parcel Information

Acres: ±2.91
Parcel(s)#: 29505-009-01, 29505-009-02, 29505-009-03
Location: Southeast corner of SE 30th Avenue and SE 18th Street
Existing use: Undeveloped
Future Land Use: Low Intensity

Adjacent Land

Direction	Future Land Use	Zone	Current Use
North	Neighborhood	B-1, Neighborhood Business	Vacant County Land
East	Low Intensity	O-1, Office District	Medical Office
South	Public	GU, Government Use Pending	Undeveloped
West	Low Intensity	INST, Institutional	Church

Background

- This property is located near the southeast corner of SE 30th Avenue and SE 18th Street.
- The applicant has indicated the intention to build a multi-family housing development.
- Due to the lack of residential in the immediate area, development on this parcel will pose minimal impact on surrounding properties. In addition, there is a deficit of multi-family in the region. This development would help meet that need.
- The properties have good access to Maricamp Rd.
- The future land use classification on this property is Low Intensity. The R-3 zoning district is compatible with this land use.
    - Low Intensity permits up to 18 dwelling units per acre.
    - R-3 permits up to 50-foot building height.
    - Architectural Review will be required.

Staff Recommendation:	**Approval of ZON21-44560**

Basis for Approval

The R-3 zoning district is consistent with the Low Intensity future land use classification and with the surrounding area.

Factual Support

1. The proposed R-3 zoning is consistent with the following Objectives and Policies of the City of Ocala Future Land Use Element:

    a. **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.[1]

2. Approval of this request will not adversely affect the health, safety, convenience, prosperity, or general welfare of the community.

Level of Service Impact Analysis

Transportation: Development that creates 100 or more new peak hour trips will trigger the requirement that a traffic study be conducted.

Electric: The property is in the Ocala Electric Utility service territory.

Potable Water: Service is available within 1/4 mile of the parcel and connections will be determined during the site plan or subdivision review and approval process.

Sanitary Sewer: Service is available within 1/8 mile of the parcel and connections will be determined during the site plan or subdivision review and approval process.

Stormwater: 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.[2]

Solid Waste: Service is available.

Fire Service: Service is available.

Schools: This property is currently served by Maplewood Elementary, Osceola Middle, and Forest High School.

Adequate capacity exists for this project from a districtwide perspective (see District Wide Utilization). Two of the three schools serving the area of this proposed Land Use change are experiencing persistent localized overcrowding. The extent of the project's adverse impacts to the already overcrowded schools

is subject to a number of specifics (e.g. age-restricted or all ages market rate, project timing, phasing, absorption rate and extent of build out).

ZON21-44560						
BAB HOMES					PROPOSED	ALLOWED
				DWELLING TYPE	PROJECT DWELLING UNITS	
	DISTRICT WIDE		SY 21-22	MFR	N/A	52
SCHOOL LEVEL	UTILIZATION	SCHOOL NAME	60th Day Utilization	MFR STU GEN RATE	ESTIMATED STUDENTS	
E	92%	MAPLEWOOD	104.4%	0.097	N/A	5
M	83%	OSCEOLA	112.6%	0.040	N/A	2
H	88%	FOREST	95.7%	0.043	N/A	2

Zoning

Existing

O-1, Office District: The intent of the office (O-1) district is to provide an area adjacent to arterial and major collector streets for the development of office uses and limited business services. This district is intended to be separate from the more intensive commercial and industrial areas, as well as ensure adequate design in order to maintain the character of the surrounding areas. Compatible commercial uses shall be permitted as accessory uses, but limited to a total of ten percent of the square footage of a permitted office building.[3]

Requested

R-3, Multi-Family Residential: The multi-family residential (R-3) district is intended to be a multi-family area, including higher residential densities in accordance with the comprehensive plan. This district shall allow single-family, two-family and multi-family dwellings, residence-offices and residence-galleries. Professional and business offices that are of compatible scale and intensity may be allowed as special exceptions by the board of adjustment.[4]

[1] Ocala Comprehensive Plan Future Land Use Element, Policy 6.3, Low Intensity
[2] City of Ocala Comprehensive Plan, Stormwater Sub-Element, Policy 3.1.
[3] City of Ocala Land Development Code, Section 122-521, Intent and Purpose
[4] City of Ocala Land Development Code, Section 122-351, Intent and Purpose

BACKGROUND:

- The subject property is located near the southwest corner of SR 40 and Martin Luther King Jr. Avenue. There are four parcels included in this request for a rezoning.
- Two of the parcels have frontage on SR 40 and two parcels have frontage on SW Fort King Street.
- The property on the corner of SR 40 and SW Martin Luther King Avenue is also owned by Rock Hospitality Partners 22, LLC and is currently zoned B-2. This parcel is undeveloped.
- The future land use classification on this property is Medium Intensity/Special District.

Discussion:
No board discussion.
No public comment.

RESULT:	**TABLED**
MOVER:	Rus Adams
SECONDER:	Kris Clere
AYES:	Adams, Clere, Kesselring, Rudnianyn, Lopez, Gilchrist
EXCUSED:	Boone

c. ZON21-44560

Petitioner: BAB Quality Homes, LLC
Planner: Ian Rynex, AICP (352-629-8329)
irynex@ocalafl.org

A request to change zoning from O-1, Office, to R-3, Multifamily Residential, for property located at the southeast corner of the intersection of SE 30th Avenue and SE 18th Street, approximately 2.91 acres.

Background

1. This property is located near the southeast corner of SE 30th Avenue and SE 18th Street.
2. The applicant has indicated the intention to build a multi-family housing development.
3. Due to the lack of residential in the immediate area, development on this parcel will pose minimal impact on surrounding properties. In addition, there is a deficit of multi-family in the region. This development would help meet that need.
4. The properties have good access to Maricamp Rd.
5. The future land use classification on this property is Low Intensity. The R-3 zoning district is compatible with this land use.
    a. Low Intensity permits up to 18 dwelling units per acre.
    b. R-3 permits up to 50-foot building height.
    c. Architectural Review will be required.

Basis for Approval

The R-3 zoning district is consistent with the Low Intensity future land use classification and with the surrounding area.

Factual Support

- The proposed R-3 zoning is consistent with the following Objectives and Policies of the City of Ocala Future Land Use Element:

    a. **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.[1]

- Approval of this request will not adversely affect the health, safety, convenience, prosperity, or general welfare of the community.

Level of Service Impact Analysis

Transportation: Development that creates 100 or more new peak hour trips will trigger the requirement that a traffic study be conducted.

Electric: The property is in the Ocala Electric Utility service territory.

Potable Water: Service is available within 1/4 mile of the parcel and connections will be determined during the site plan or subdivision review and approval process.

Sanitary Sewer: Service is available within 1/8 mile of the parcel and connections will be determined during the site plan or subdivision review and approval process.

Stormwater: 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.[2]

Solid Waste: Service is available.

Fire Service: Service is available.

Schools: This property is currently served by Maplewood Elementary, Osceola Middle, and Forest High School.

Adequate capacity exists for this project from a districtwide perspective (see District Wide Utilization). Two of the three schools serving the area of this proposed Land Use change are experiencing persistent localized overcrowding. The extent of the project's adverse impacts to the already overcrowded schools is subject to a number of specifics (e.g. age-restricted or all ages market rate, project timing, phasing, absorption rate and extent of build out).

Zoning

Existing

O-1, Office District: The intent of the office (O-1) district is to provide an area adjacent to arterial and major collector streets for the development of office uses and limited business services. This district is intended to be separate from the more intensive commercial and industrial areas, as well as ensure adequate design in order to maintain the character of the surrounding areas. Compatible commercial uses shall be permitted as accessory uses but limited to a total of ten percent of the square footage of a permitted office building.[3]

Requested

R-3, Multi-Family Residential: The multi-family residential (R-3) district is intended to be a multi-family area, including higher residential densities in accordance with the comprehensive plan. This district shall allow single-family, two-family and multi-family dwellings, residence-offices and residence-galleries. Professional and business offices that are of compatible scale and intensity may be allowed as special exceptions by the board of adjustment.[4]

Discussion:
Mr. Clere asked if the rezoning was approved will it come back before the board, and Ian Rynex responded that once it is approved by City Council the project will begin construction. Mr. Gilchrist asked what the planned use for this property; Mr. Rynex responded that it is multi-family, rental property.

Mr. Davis Dinkins, 2201 SE 30th Avenue, Suite 302, made himself available to answer questions.

Mr. Kevin Lopez asked Mr. Dinkins how many units will be built. Mr. Dinkins responded that they have not gotten that far into the conceptual plan, the number of units is dependent on the size of the living spaces.

No public comment.

RESULT:	**APPROVED ZON21-44560**
MOVER:	Rus Adams
SECONDER:	Kevin Lopez
AYES:	Adams, Lopez, Clere, Kesselring, Rudnianyn, Gilchrist
EXCUSED:	Boone

5. Lake Louise

a. ANX21-0005
Petitioner: Lake Louise, LLC
Agent: Fred Roberts
Planner: Ian Rynex, AICP (352-629-8329)
irynex@ocalafl.org

A request to annex into the City of Ocala property located northeast of the intersection of SW 7th Avenue and SW 32nd Street, approximately 88.73 acres.

Legislation Text

File #: ORD-2022-17, **Version:** 1

Submitted By: Tye Chighizola

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Adopt Ordinance 2022-17 to annex approximately 17.94 acres located at 2600-2610 NW 46th Terrace and 2765 NW 49th Avenue (Case ANX09-0003)

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub, .

PROOF OF PUBLICATION:
6722446 - 1/7/22 & 1/14/22

BACKGROUND:

- Petitioner: Second Nine Partners, LLC
- Property Owners: Second Nine Partners, LLC; Real Sub, LLC; McDonalds USA, LLC
- The Ocala Planning & Zoning Commission recommended approval by a 6 to 0 vote.

These properties were the subject of an annexation agreement between Second Nine Partners LLC and the City of Ocala executed on May 5, 2009. Second Nine Partners LLC applied for City annexation, land use, and zoning and paid all associated fees in the amount of $5,800. At the time, the property was not contiguous to the City limits, and was not eligible for annexation. The projects were therefore placed on hold.

Presently, the property is contiguous to the City boundary and eligible for annexation. City staff recommends moving forward with annexation, land use, and zoning in accordance with the existing agreement.

FINDINGS AND CONCLUSIONS:
The proposed annexation is contiguous to the city limits and is eligible for annexation.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
This ordinance is pending review by the City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:

- Approve
- Deny
- Table

ORDINANCE 2022-17

AN ORDINANCE ANNEXING TO THE CITY OF OCALA, FLORIDA, CERTAIN PROPERTY LOCATED AT 2600-2610 NW 46TH TERRACE AND 2765 NW 49TH AVENUE, SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, PURSUANT TO CHAPTER 171, FLORIDA STATUTES PROVIDING FOR TERMS AND CONDITIONS OF SAID ANNEXATION, DESCRIBING THE AREA TO BE ANNEXED; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

W I T N E S S E T H:

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 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 as follows:

A PORTION OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, THENCE ALONG THE NORTH BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 3, S89° 25'15"E, A DISTANCE OF 40.02 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF N.W. 49TH AVENUE (BEING 80.00 FEET WIDE); THENCE ALONG SAID EAST RIGHT OF WAY LINE N00° 37'56"E, A DISTANCE OF 88.86 FEET TO THE N.W. CORNER OF "SHAMROCK ADVENTURE LX" AS PER PLAT THEREOF, RECORDED IN PLAT BOOK '9', PAGE 133 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE, N00°35'51"E, A DISTANCE OF 201.81 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE N89°41'59"E, A DISTANCE OF 575.70 FEET; THENCE S6l0 36'22"E, A DISTANCE OF 338.70 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 178.00 FEET, A CENTRAL ANGLE OF 28°41'40", AND A CHORD BEARING AND DISTANCE OF S75°57'12"E, 88.22 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 89.14 FEET TO THE POINT OF TANGENCY; THENCE N89°41'59"E, A DISTANCE OF 202.78 FEET; THENCE S00°18'01"E, A DISTANCE OF 421.99 FEET; THENCE S28° 23'29"W, A DISTANCE OF 515.95 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 (RIGHT OF WAY WIDTH VARIES); THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, N6l0 36'31"W, A DISTANCE OF 769.72 FEET TO THE S.E. CORNER OF SAID "SHAMROCK ADVENTURE LX"; THENCE DEPARTING SAID RIGHT OF WAY LINE, ALONG THE EAST BOUNDARY OF SAID PLAT, N00°02'21"E, A DISTANCE OF 359.77 FEET TO THE N.E. CORNER OF SAID PLAT; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PLAT, N59°04'22"W, A DISTANCE OF 213.64 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 119.00 FEET, A CENTRAL ANGLE OF 30°45'56", AND A CHORD BEARING AND DISTANCE OF N74°28'03"W, 63.13 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND NORTHERLY BOUNDARY, A DISTANCE OF 63.90 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 17.93 ACRES, MORE OR LESS.

(aka: Parcels 21509-002-01, 21509-003-00, 21509-002-03, and 21509-002-04)

Section 2. Severability Clause. Should any provision or section of this ordinance be held by a Court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall take effect 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 _____, 2022.

By: _____
Reuben Kent Guinn
Mayor

Approved as to form and legality:

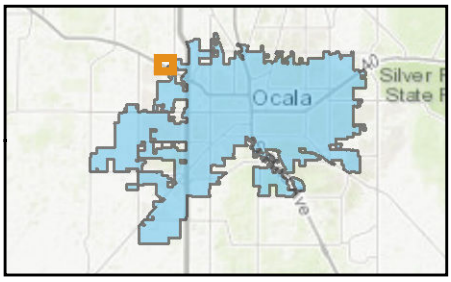
By: _____
Robert W. Batsel, Jr.
City Attorney

Ordinance No:	2022-17
Introduced:	1/4/2022
Adopted:	Click or tap to enter a date.
Legal Ad No:	6722446 - 1/7/22& 1/14/22

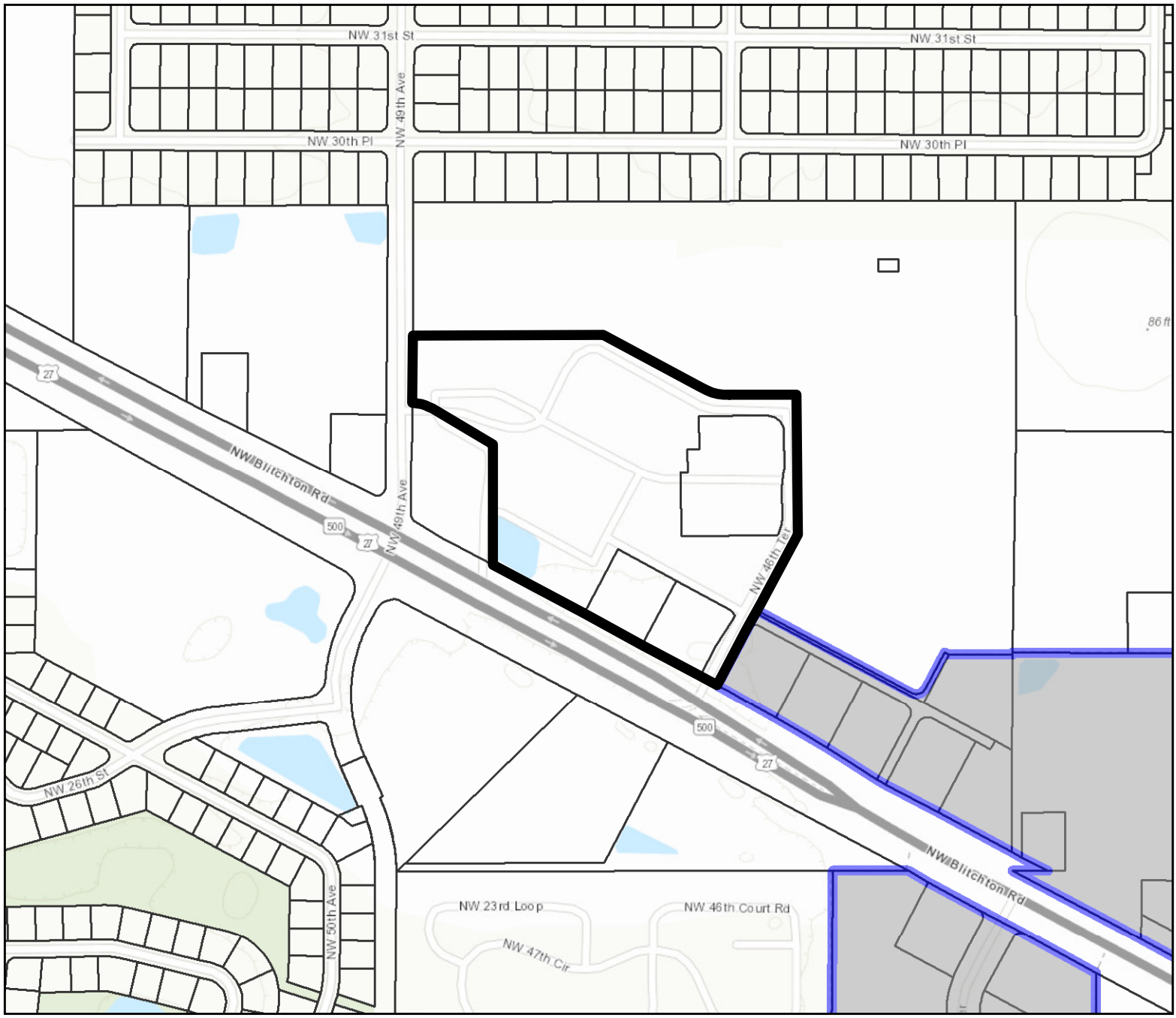
Case Map

P&Z Meeting December 13, 2021

Location Map



Case Number:	**ANX09-0003**
Parcel Number:	21509-002-01, 21509-003-00, 21509-002-03, and 21509-002-04
Property Size:	Approximately 17.94 acres
Land Use Designation:	Commercial (County)
Zoning:	B-2, Community Business (County)
Proposal:	Annex property into the City of Ocala



Legend
- LUC09-0009
- Parcels
- City Limits

0 360 720 Feet

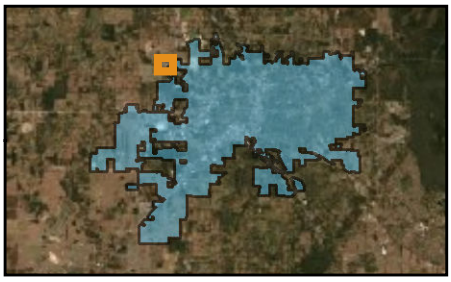
OCALA

Prepared by the City of Ocala Growth Management Department

Aerial Map

P&Z Meeting December 13, 2021

Location Map



Case Number:	**ANX09-0003**
Parcel Number:	21509-002-01, 21509-003-00, 21509-002-03, and 21509-002-04
Property Size:	Approximately 17.94 acres
Land Use Designation:	Commercial (County)
Zoning:	B-2, Community Business (County)
Proposal:	Annex property into the City of Ocala

Legend
- LUC09-0009
- Parcels
- City Limits

0 355 710 Feet

OCALA

Prepared by the City of Ocala Growth Management Department

Applicant: Second Nine Partners, LLC

Property Owner: Second Nine Partners, LLC; Real Sub, LLC; McDonalds USA, LLC

Project Planner: Patricia Hitchcock, AICP

Request for Annexation

Site's Present Future Land Use & Zoning

Jurisdiction	Future Land Use	Zoning
Marion County	Commercial (County)	B-2, Community Business (County)

Parcel Information

Acres:	±17.94 Acres
Parcel(s)#:	21509-002-01, 21509-003-00, 21509-002-03, and 21509-002-04
Location:	2600-2610 NW 46th Terrace and 2765 NW 49th Avenue
Existing use:	Shops at Foxwood shopping center

Adjacent Land

Direction	Future Land Use	Zone	Current Use
North	Commercial (County)	B-2, Community Business (County)	Undeveloped
East	Commercial (County)	B-2, Community Business (County)	Undeveloped
	Low Intensity (City)	B-2, Community Business (City)	
South	Commercial (County)	B-2, Community Business (County)	Bank
	Commercial (County)	PUD, Planned Unit Development (County)	Undeveloped
West	Commercial (County)	B-2, Community Business (County)	Quail Meadows Commons shopping center

Background:
These properties were the subject of an annexation agreement between Second Nine Partners LLC and the City of Ocala executed on May 5, 2009. Second Nine Partners LLC applied for City annexation, land use, and zoning and paid all associated fees in the amount of $5,800. At the time, the property was not contiguous to the City limits, and was not eligible for annexation. The projects were therefore placed on hold.

Presently, the property is contiguous to the City boundary and eligible for annexation. City staff recommends moving forward with annexation, land use, and zoning in accordance with the existing agreement.

Staff Recommendation: Approval of ANX09-0003

Basis: The proposed annexation is contiguous to the city limits and is eligible for annexation.

Services Analysis:

Potable Water: The property is located within the City of Ocala service area and is currently connected to City water.

Sanitary Sewer: The property is located within the City of Ocala service area and is currently connected to City sewer.

Stormwater: There are drainage retention areas on-site and off-site that serve the existing development. 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-storm event.[1]

Solid Waste: Service is available.

Fire Service: Service is available from the City of Ocala. In the event of future development, an impact fee will be required during the development review process to maintain adequate fire protection services in the City.

Schools: The request for SC, Shopping Center, zoning is not expected to have an impact on area schools.

Electric: The property is currently served by Ocala Electric Utility.

Transportation: The property has direct access to US 27, a principal arterial; and NW 49th Avenue, a local roadway.

[1] Ocala Comprehensive Plan, Stormwater Sub-Element Policy 3.1.

g. ANX09-0003

Petitioner: Second Nine Partners, LLC
Planner: Patricia Hitchcock, AICP (352-629-8304)
phitchcock@ocalafl.org

A request to annex into the City of Ocala property located at 2600-2610 NW 46th Terrace and 2765 NW 49th Avenue, approximately 17.94 acres.

Background:
These properties were the subject of an annexation agreement between Second Nine Partners LLC and the City of Ocala executed on May 5, 2009. Second Nine Partners LLC applied for City annexation, land use, and zoning and paid all associated fees in the amount of $5,800. At the time, the property was not contiguous to the City limits, and was not eligible for annexation. The projects were therefore placed on hold.

Presently, the property is contiguous to the City boundary and eligible for annexation. City staff recommends moving forward with annexation, land use, and zoning in accordance with the existing agreement.

Basis: The proposed annexation is contiguous to the city limits and is eligible for annexation.

Services Analysis:

Potable Water: The property is located within the City of Ocala service area and is currently connected to City water.

Sanitary Sewer: The property is located within the City of Ocala service area and is currently connected to City sewer.

Stormwater: There are drainage retention areas on-site and off-site that serve the existing development. 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-storm event.[1]

Solid Waste: Service is available.

Fire Service: Service is available from the City of Ocala. In the event of future development, an impact fee will be required during the development review process to maintain adequate fire protection services in the City.

Schools: The request for SC, Shopping Center, zoning is not expected to have an impact on area schools.

Electric: The property is currently served by Ocala Electric Utility.

Transportation: The property has direct access to US 27, a principal arterial; and NW 49th Avenue, a local roadway.

Staff Recommendation:	**Approval of ANX09-0003**

Discussion:
Mr. Kevin Lopez asked if multiple notices had been sent out, and Ms. Hitchcock responded that letters were mailed to each property owner in September followed by the land use and zoning notice two and a

half weeks ago. Mr. Adams asked if any residential properties that fell into the notice zone. Ms. Hitchcock responded that at 300 feet it might have picked up the southern strip of lots in Quail Meadows.

RESULT:	**APPROVED ANX09-0003**
MOVER:	Richard Kesselring
SECONDER:	Kevin Lopez
AYES:	Clere, Lopez, Kesselring, Adams, Rudnianyn
ABSTAINED:	Gilchrist
EXCUSED:	Boone

h. LUC09-0009

Petitioner: Second Nine Partners, LLC
Planner: Patricia Hitchcock, AICP (352-629-8304)
phitchcock@ocalafl.org

A request to change land use from Commercial (County) to Low Intensity (City) for property located at 2600-2610 NW 46th Terrace and 2765 NW 49th Avenue, approximately 17.94 acres.

Background:
These properties were the subject of an annexation agreement between Second Nine Partners LLC and the City of Ocala executed on May 5, 2009. Second Nine Partners LLC applied for City annexation, land use, and zoning and paid all associated fees in the amount of $5,800. At the time, the property was not contiguous to the City limits, and was not eligible for annexation. The projects were therefore placed on hold.

Presently, the property is contiguous to the City boundary and eligible for annexation. City staff recommends moving forward with annexation, land use, and zoning in accordance with the existing agreement. The 2009 application requested Commercial land use and SC (Shopping Center) zoning. The Commercial land use classification no longer exists, so City staff will propose applying the closest existing land use classification of Low Intensity. This is consistent with adjacent commercial properties that are currently within the City limits.

Basis: The requested Future Land Use designation of Low Intensity is consistent with the Comprehensive Plan and the surrounding area. Approval of the requested land use change is appropriate.

Factual Support:

1. Consistent with the following Objective and Policies of the City of Ocala Future Land Use Element:
   a. Objective 12: The Future Land Use Element shall require efficient use of existing services, facilities and infrastructure to discourage urban sprawl and promote a clustered urban development pattern.
   b. 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.
2. Approval of this request will not adversely affect the health, safety, convenience, prosperity or general

DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY
DATE: 05/08/2009 08:38:29 AM
FILE #: 2009039069 OR BK 05195 PGS 0673-0680
RECORDING FEES 69.50

This Instrument Prepared by and Return To:
City of Ocala
Engineering Department
P. O. Box 1270
Ocala, Florida 34478
Attn: _____

Recording costs - $_____

ANNEXATION AGREEMENT

THIS AGREEMENT is made on May 5, 2009, by and between Second Nine Partners, LLC ("Owner"), whose mailing address is 1041 SE 69th Place Ocala, FL 34480, and the City of Ocala ("City"), a Florida municipal corporation.

WHEREAS

A. Owner is the owner or owners of certain real property (the "Property"), as described in Exhibit A, located within the unincorporated area of Marion County, Florida.

B. Owner desires to connect to the City's water or wastewater system.

C. Pursuant to the City's Comprehensive Plan, any property receiving water or wastewater service from the City is required to annex if and when it becomes contiguous.

D. Pursuant to the City of Ocala/Marion County Water and Wastewater Service Territorial Agreement (the "Territorial Agreement") between the City and Marion County, Florida, a political subdivision of the State of Florida ("Marion County"), and applicable law, the City imposes conditions in return for providing water or wastewater service including, without limitation:

1). The City requires persons or property receiving water or wastewater service from the City to adhere to appropriate criteria, standards and regulations (including land development regulations in accordance with state law) relating to design and construction of project infrastructure.

2). The City requires customers or property requesting water or wastewater service from the City to request that the property be voluntarily annexed into City either immediately or, if the property is not then contiguous to the City limits, when it becomes contiguous.

E. The City has agreed to provide water or wastewater service to the Owner pursuant to the provisions hereof.

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, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Owner's Agreements.** Owner hereby covenants and agrees as follows:

1.1. Connection.

1.1.1. Owner shall connect to the City's water or wastewater system and pay all fees in accordance with applicable provisions of the City Code of Ordinances.

1.1.2. Owner shall pay all fees associated with the recording of this agreement.

1.2. Annexation.

1.2.1. Owner shall complete, execute and deliver to the City a petition for annexation, a such form as is requested by City in its sole discretion. The completed petition shall be kept on file in the office of the City's Zoning Department.

1.2.2. Owner shall complete the annexation process upon the Property becoming contiguous to the City limits and otherwise eligible for annexation under applicable law.

1.2.3. Owner shall pay all fees associated with the annexation process.

1.3. Compliance with City's Land Development Regulations.

1.3.1. Owner acknowledges that pursuant to the Territorial Agreement and applicable law:

a. Owner must hereafter adhere to the City's criteria, standards and regulations (including the land development regulations of the Code of Ordinances of the City of Ocala, Florida) relating to design and construction of project infrastructure for the Property; and

b. Until the Property is annexed, Owner may also be required to adhere to Marion County's criteria, standards and regulations relating to design and construction of project infrastructure for the Property

1.3.2. Owner shall notify City prior to requesting any comprehensive plan amendments, rezonings, subdivision or site plan approvals, building permits, or other development orders from Marion County concerning the Property.

1.3.3. Owner shall comply with all procedures adopted by the City concerning the City review of any development of the Property pursuant to the City's criteria, standards and regulations.

1.3.4. Following annexation:

a. The Property shall be subject to all laws, ordinances, and regulations in force in the City and shall be entitled to the same privileges and benefits as other parts of the City upon the effective date of the annexation; and

b. If the Property was subject to a County land use plan and County zoning or subdivision regulations, those regulations shall remain in full force and effect until the City adopts a comprehensive plan amendment that includes the Property.

2. **Appointment of Power of Attorney; Lien.**

2.1. Owner hereby grants and conveys to the City Engineer of City, including the successors or designee of such City Engineer, a Special Power of Attorney to exercise any and all rights of Owner, and any successors in interest to Owner, including any purchasers, mortgage holders, lien holders or other persons who may claim an interest in the Property to do the following:

2.1.1. Perform all obligations of Owner under paragraph 1.2 above

2.1.2. Petition the City for annexation including the execution of a petition for annexation.

2.1.3. Accomplish all steps necessary or proper for the annexation of the Property.

2.2. This Power of Attorney shall be considered a power coupled with an interest and may not be terminated except upon the written consent of City specifically referring to this Agreement

2.3. This Agreement and the Power of Attorney granted hereunder touch and concern the Property, and shall bind and run with the Property, and constitute an encumbrance thereon.

2.4. Owner hereby grants the City a lien to enforce the obligations of Owner under paragraph 1.2. of this Agreement. Such lien shall be deemed satisfied automatically upon the annexation of the Property.

3. **City's Agreements.** The City hereby covenants and agrees as follows.

3.1. City shall permit Owner to connect its water or wastewater facilities on the Property to City water and wastewater services upon

3.1.1. Payment of all applicable fees associated with such connection;

3.1.2. Adherence to all other provisions of the City Code concerning such connections; and

3.1.3. The availability of facilities and capacity to provide such water and wastewater services.

3.2. City shall thereafter provide the Owner water or wastewater service subject to Owner's obligation to pay all charges associated with such service and adherence to all other provisions of the City Code concerning such service.

4. **Subject to City Ordinances and Annexation Statute.**

4.1. Nothing in this Agreement shall supersede or take precedence over any existing ordinances, regulations or codes of City.

4.2. Nothing set forth herein shall obligate City to annex the Property however, in that such action can only be made pursuant to the ordinance, notice and other requirements of Chapter 171, Florida Statutes.

5. **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.

6. **Successors and Assigns.** All covenants, agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.

7. **Severability Clause.**

7.1. The City's obligations under paragraph 3 above are expressly conditioned upon the effectiveness of Owner's obligations under paragraphs 1 and 2 above. Thus, if any provision of paragraphs 1 or 2 is found to be contrary to, prohibited by or invalid under applicable laws or regulations, the City may, if it so elects be relieved of all obligations hereunder, terminate this Agreement, and discontinue providing water or wastewater service to the Property.

7.2. Except as set forth above, provisions contained in this agreement which 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.

8. **Further Action.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.

9. **Entire Understanding; Amendments.** 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.

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

Witness

Print Witness Name

Witness

Print Witness Name

OWNER

Mark Jank, Managing Member
Type Owner's Name Here

Witness

Print Witness Name

Witness

Print Witness Name

Contract Purchaser

Michael Collard, President
Type Contract Purchaser's Name Here
Michael Collard Properties, Inc.
a Florida corporation

ATTEST:

Angel B. Jacobs
Interim City Clerk

CITY OF OCALA, a Florida municipal corporation

By:
Kyle A. Kay
President, Ocala City Council

Approved as to form and legality

~~Patrick G. Gilligan~~ W. James Gooding III
~~City Attorney~~ Assistant City Attorney

Owner's Individual Acknowledgment

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____
_____.

_____
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: _____
_____

Owner's Corporate Acknowledgment

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 31 day of MARCH, 2009, by MARK JANK as MANAGING MEMBER of SECOND NINE PARTNERS, LLC a LIMITED LIABILITY CORP. on behalf of the corporation

Ruthann Blake
Notary Public, State of Florida
Name: RUTHANN BLAKE
(Please print or type)

Commission Number:
Commission Expires:

RUTHANN BLAKE
Notary Public - State of Florida
My Commission Expires Apr 13, 2012
Commission # DD 773945
Bonded Through National Notary Assn.

Notary: Check one of the following:
☑ Personally known OR ☐ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: _____
_____

Contract Purchaser's Individual Acknowledgment

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____
_____.

_____
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: _____
_____

Contract Purchaser's Corporate Acknowledgment

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 8th day of April, 2009, by MICHAEL COLLARD as President of Michael Collard Properties, Inc. a Florida corporation on behalf of the corporation

PAULETTE CZARNEY
MY COMMISSION # DD 750577
EXPIRES: April 5, 2012
Bonded Thru Notary Public Underwriters

Paulette Czarney
Notary Public, State of Florida
Name: PAULETTE CZARNEY
(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: _____
_____

Exhibit "A"

Annexation Agreement
between
Second Nine Partners, LLC
and
the City of Ocala

Legal Description of Property Described as follows:

A PORTION OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, THENCE ALONG THE NORTH BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 3, S89°25'15"E, A DISTANCE OF 40.02 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF N.W. 49TH AVENUE (BEING 80.00 FEET WIDE); THENCE ALONG SAID EAST RIGHT OF WAY LINE N00°37'56"E, A DISTANCE OF 88.86 FEET TO THE N.W. CORNER OF "SHAMROCK ADVENTURE LX" AS PER PLAT THEREOF, RECORDED IN PLAT BOOK '9', PAGE 133 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE, N00°35'51"E, A DISTANCE OF 201.81 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE N89°41'59"E, A DISTANCE OF 575.70 FEET; THENCE S61°36'22"E, A DISTANCE OF 338.70 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 178.00 FEET, A CENTRAL ANGLE OF 28°41'40", AND A CHORD BEARING AND DISTANCE OF S75°57'12"E, 88.22 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 89.14 FEET TO THE POINT OF TANGENCY; THENCE N89°41'59"E, A DISTANCE OF 202.78 FEET; THENCE S00°18'01"E, A DISTANCE OF 421.99 FEET; THENCE S28°23'29"W, A DISTANCE OF 515.95 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 (RIGHT OF WAY WIDTH VARIES); THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, N61°36'31"W, A DISTANCE OF 769.72 FEET TO THE S.E. CORNER OF SAID "SHAMROCK ADVENTURE LX"; THENCE DEPARTING SAID RIGHT OF WAY LINE, ALONG THE EAST BOUNDARY OF SAID PLAT, N00°02'21"E, A DISTANCE OF 359.77 FEET TO THE N.E. CORNER OF SAID PLAT; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PLAT, N59°04'22"W, A DISTANCE OF 213.64 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 119.00 FEET, A CENTRAL ANGLE OF 30°45'56", AND A CHORD BEARING AND DISTANCE OF N74°28'03"W, 63.13 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND NORTHERLY BOUNDARY, A DISTANCE OF 63.90 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 17.93 ACRES, MORE OR LESS.

File #: ORD-2022-18, **Version:** 1

Submitted By: David Boston

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Adopt Ordinance 2022-18 for a change in land use from Commercial (County) to Low Intensity (City) for approximately 17.94 acres located at 2600-2610 NW 46th Terrace and 2765 NW 49th Avenue (Case LUC09-0009) (Quasi-Judicial).

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub, .

PROOF OF PUBLICATION:
6722446 - 1/7/22

BACKGROUND:

- Petitioner: Second Nine Partners, LLC
- Property Owners: Second Nine Partners, LLC; Real Sub, LLC; McDonalds USA, LLC
- The Ocala Planning & Zoning Commission recommended approval by a 6 to 0 vote.

These properties were the subject of an annexation agreement between Second Nine Partners LLC and the City of Ocala executed on May 5, 2009. Second Nine Partners LLC applied for City annexation, land use, and zoning and paid all associated fees in the amount of $5,800. At the time, the property was not contiguous to the City limits, and was not eligible for annexation. The projects were therefore placed on hold.

Presently, the property is contiguous to the City boundary and eligible for annexation. City staff recommends moving forward with annexation, land use, and zoning in accordance with the existing agreement. The 2009 application requested Commercial land use and SC (Shopping Center) zoning. The City did not have in 2009 and does not currently have a Commercial land use classification and so City staff proposes applying the closest existing land use classification of Low Intensity. This is consistent with adjacent commercial properties that are currently within the City limits.

FINDINGS AND CONCLUSIONS:
The requested Future Land Use designation of Low Intensity is consistent with the Comprehensive Plan and the

surrounding area. Approval of the requested land use change is appropriate.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
This ordinance is pending review by the City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:
- Approve
- Deny
- Table

ORDINANCE 2022-18

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 LAND USE CHANGE (CASE NO. LUC09-0009) INVOLVED AND TO AMEND THE FUTURE LAND USE MAP SERIES FROM COMMERCIAL (COUNTY) TO LOW INTENSITY (CITY), FOR PROPERTY LOCATED AT 2600-2610 NW 46TH TERRACE AND 2765 NW 49TH AVENUE, OCALA, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida adopted the Local Government Comprehensive Planning and Land Development Regulation Act of 1985, as contained in Section 163.3161 through and including Section 163.3248, Florida Statutes, which required the City of Ocala, Florida, to prepare and adopt a comprehensive plan in accord with the requirements of the said act; and

WHEREAS, the City of Ocala has prepared a comprehensive plan which meets the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985; and

WHEREAS, the City of Ocala on October 22, 1991, adopted this plan including a Future Land Use

Element consisting of a land use map series; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act of 1985 provides for the amendment of an adopted plan or element or portion thereof; and

WHEREAS, on October 19, 2010, City Council adopted the Ocala 2035 Vision; and

WHEREAS, one of the strategies of the Ocala 2035 Vision was to initiate Comprehensive Plan Amendments (adopted on January 22, 2013) to be consistent with the Ocala 2035 Vision.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF OCALA, FLORIDA, in regular session, as follows:

Section 1. The City of Ocala Comprehensive Plan, Future Land Use Element and Map Series is hereby amended as required by the Florida Local Government Comprehensive Planning and Land Development Regulation Act of 1985 contained in Section 163.3161 through and including Section 163.3248, Florida Statutes, and pursuant to Section 106-39(b)(4) of the Code of Ordinances, City of Ocala, Florida. The following described lands are hereby reclassified according to the City of Ocala Comprehensive Plan, Future Land Use Element as Low Intensity and the attached land use map, dated December 13, 2021, is incorporated by reference into this ordinance:

A PORTION OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, THENCE ALONG THE NORTH BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 3, S89°25'15"E, A DISTANCE OF 40.02 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF N.W. 49TH AVENUE (BEING 80.00 FEET WIDE); THENCE ALONG SAID EAST RIGHT OF WAY LINE N00° 37'56"E, A DISTANCE OF 88.86 FEET TO THE N.W. CORNER OF "SHAMROCK ADVENTURE LX" AS PER PLAT THEREOF, RECORDED IN PLAT BOOK '9', PAGE 133 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE, N00°35'51"E, A DISTANCE OF 201.81 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE N89°41'59"E, A DISTANCE OF 575.70 FEET; THENCE S6l0 36'22"E, A DISTANCE OF 338.70 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 178.00 FEET, A CENTRAL ANGLE OF 28°41'40", AND A CHORD BEARING AND DISTANCE OF S75°57'12"E, 88.22 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 89.14 FEET TO THE POINT OF TANGENCY; THENCE N89°41'59"E, A DISTANCE OF 202.78 FEET; THENCE S00°18'01"E, A DISTANCE OF 421.99 FEET; THENCE S28° 23'29"W, A DISTANCE OF 515.95 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 (RIGHT OF WAY WIDTH VARIES); THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, N6l0 36'31"W, A DISTANCE OF 769.72 FEET TO THE S.E. CORNER OF SAID "SHAMROCK ADVENTURE LX"; THENCE DEPARTING SAID RIGHT OF WAY LINE, ALONG THE EAST BOUNDARY OF SAID PLAT, N00°02'21"E, A DISTANCE OF 359.77 FEET TO THE N.E. CORNER OF SAID PLAT; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PLAT, N59°04'22"W, A DISTANCE OF 213.64 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 119.00 FEET, A CENTRAL ANGLE OF 30°45'56", AND A CHORD BEARING AND DISTANCE OF N74°28'03"W, 63.13 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND NORTHERLY BOUNDARY, A DISTANCE OF 63.90 FEET TO

THE POINT OF BEGINNING. SAID LANDS CONTAINING 17.93 ACRES, MORE OR LESS.

(aka: Parcels 21509-002-01, 21509-003-00, 21509-002-03, and 21509-002-04)

Section 2. Severability Clause. Should any provision or section of this ordinance be held by a Court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall become effective upon approval by the mayor, or upon becoming law without such approval.

Section 5. 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 _____, 2022.

By: _____
Reuben Kent Guinn
Mayor

Approved as to form and legality:

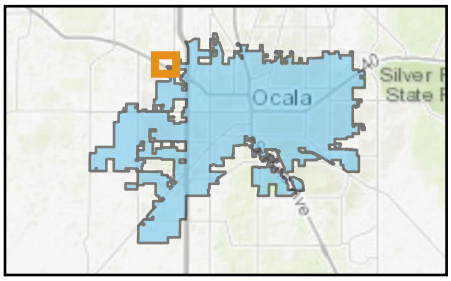
By: _____
Robert W. Batsel, Jr.
City Attorney

Ordinance No: 2022-18
Introduced: 1/4/2022
Adopted: Click or tap to enter a date.
Legal Ad No: 6722446 - 1/7/22

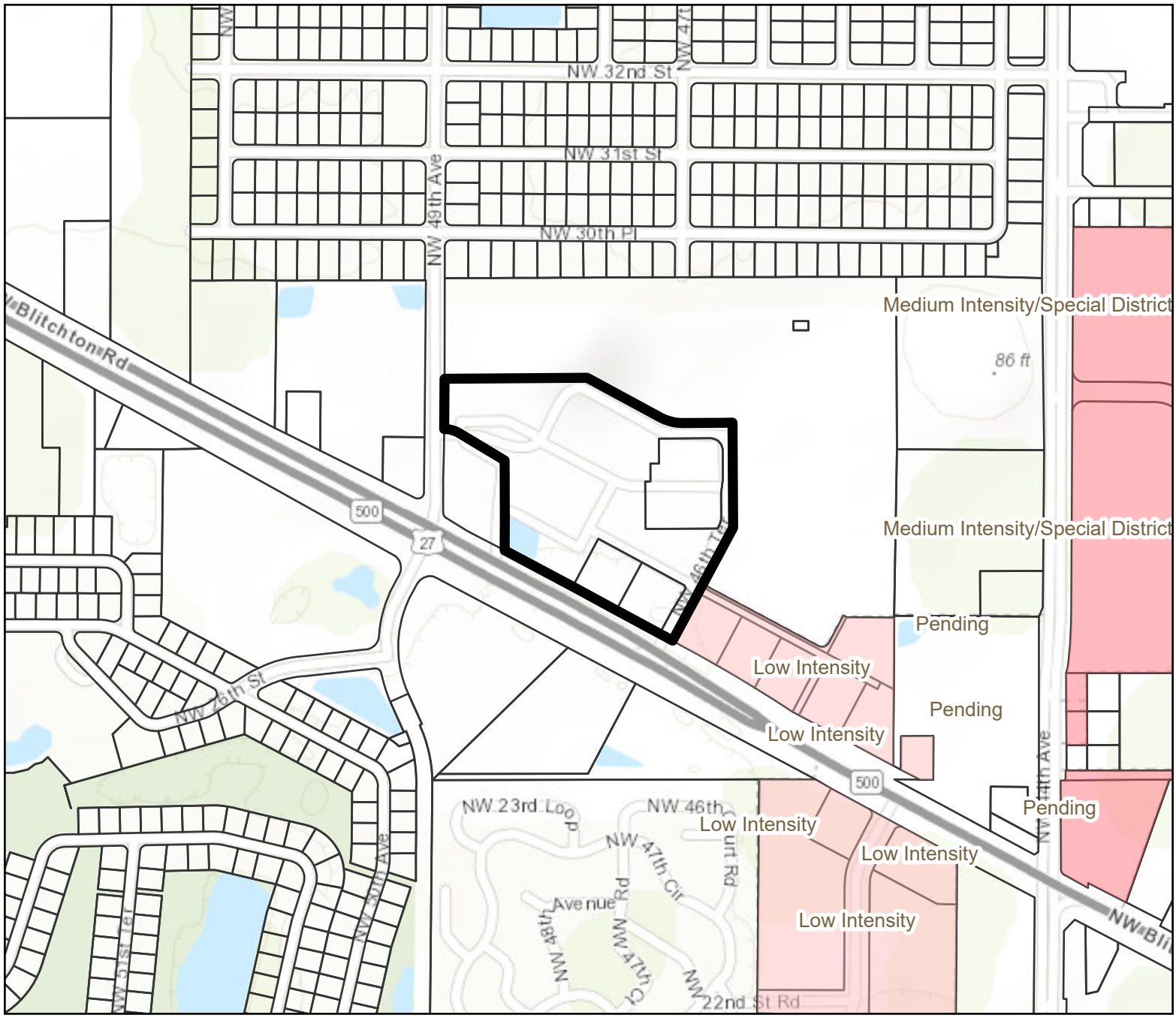
Case Map

P&Z Meeting December 13, 2021

Location Map



Case Number:	**LUC09-0009**
Parcel Number:	21509-002-01; 21509-002-03; 21509-002-04; 21509-003-00
Property Size:	Approximately 17.94 acres
Land Use Designation:	Commercial (County)
Zoning:	B-2, Community Business (County)
Proposal:	Change land use to Low Intensity (City)



Legend

- LUC09-0009 & ZON09-0009
- Medium Intensity/Special District
- Low Intensity
- Pending
- Parcels

0 475 950 Feet

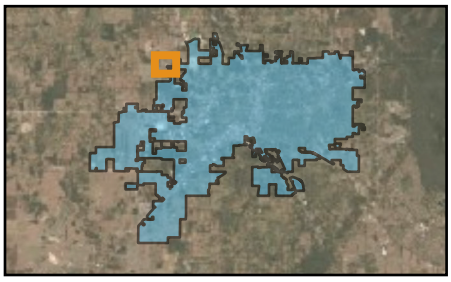
OCALA

Prepared by the City o
Growth Management Depa

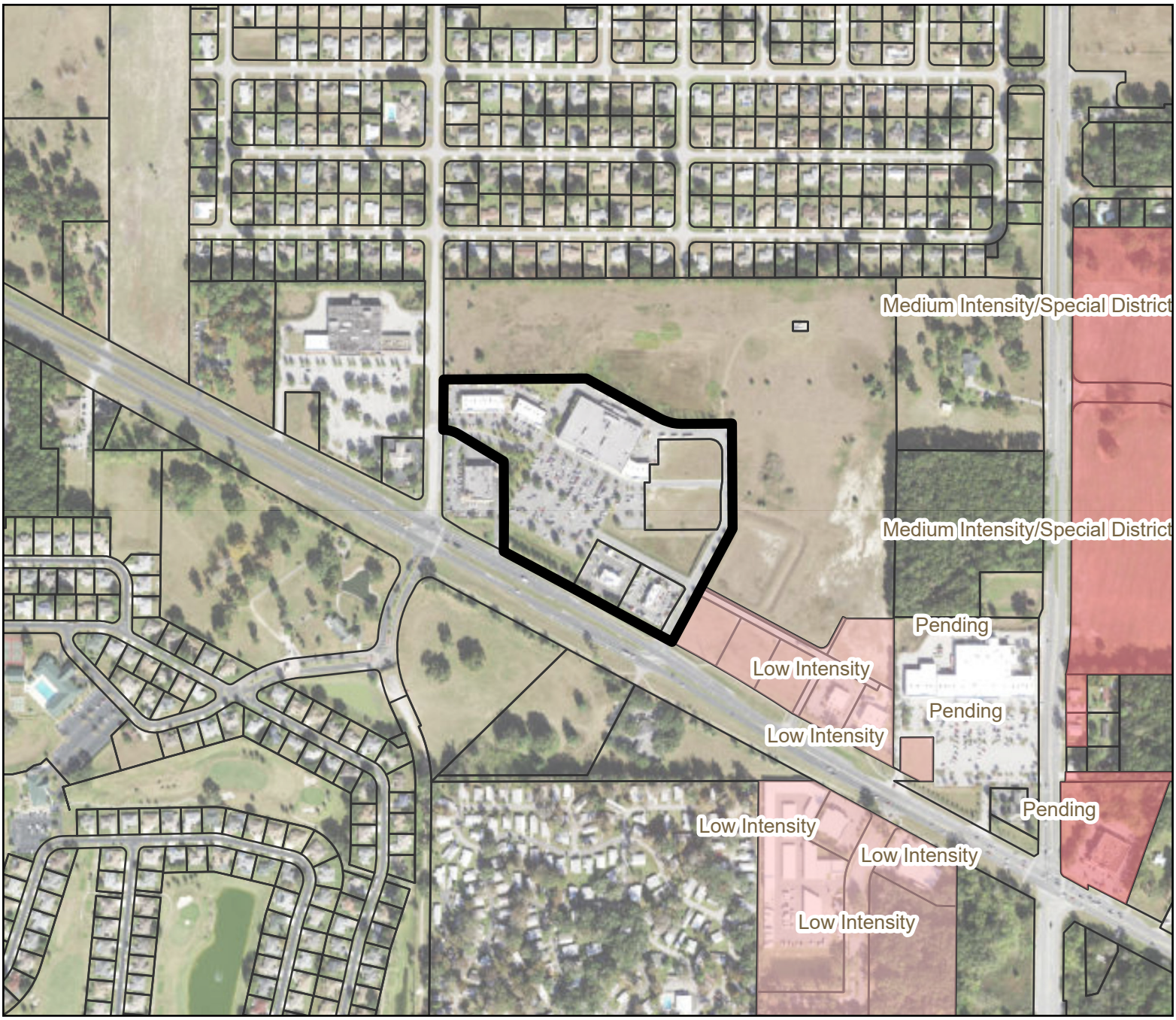
Aerial Map

P&Z Meeting December 13, 2021

Location Map



Case Number:	**LUC09-0009**
Parcel Number:	21509-002-01; 21509-002-03; 21509-002-04; 21509-003-00
Property Size:	Approximately 17.94 acres
Land Use Designation:	Commercial (County)
Zoning:	B-2, Community Business (County)
Proposal:	Change land use to Low Intensity (City)



Legend

- LUC09-0009 & ZON09-0009
- Medium Intensity/Special District
- Low Intensity
- Pending
- Parcels

0 475 950 Feet

OCALA

Prepared by the City o
Growth Management Depa

Applicant: Second Nine Partners, LLC

Property Owner: Second Nine Partners, LLC; Real Sub, LLC; McDonalds USA, LLC

Project Planner: Patricia Hitchcock, AICP

Land Use Change Request from: Commercial (County)
to: Low Intensity (City)

Parcel Information

Acres: ±17.94 Acres
Parcel(s)#: 21509-002-01, 21509-003-00, 21509-002-03, and 21509-002-04
Location: 2600-2610 NW 46th Terrace and 2765 NW 49th Avenue
Existing use: Shops at Foxwood shopping center

Adjacent Land

Direction	Future Land Use	Zone	Current Use
North	Commercial (County)	B-2, Community Business (County)	Undeveloped
East	Commercial (County)	B-2, Community Business (County)	Undeveloped
	Low Intensity (City)	B-2, Community Business (City)	
South	Commercial (County)	B-2, Community Business (County)	Bank
	Commercial (County)	PUD, Planned Unit Development (County)	Undeveloped
West	Commercial (County)	B-2, Community Business (County)	Quail Meadows Commons shopping center

Background:

These properties were the subject of an annexation agreement between Second Nine Partners LLC and the City of Ocala executed on May 5, 2009. Second Nine Partners LLC applied for City annexation, land use, and zoning and paid all associated fees in the amount of $5,800. At the time, the property was not contiguous to the City limits, and was not eligible for annexation. The projects were therefore placed on hold.

Presently, the property is contiguous to the City boundary and eligible for annexation. City staff recommends moving forward with annexation, land use, and zoning in accordance with the existing agreement. The 2009 application requested Commercial land use and SC (Shopping Center) zoning. The Commercial land use classification no longer exists, so City staff will propose applying the closest existing land use classification of Low Intensity. This is consistent with adjacent commercial properties that are currently within the City limits.

Staff Recommendation: Approval of LUC09-0009

Basis: The requested Future Land Use designation of Low Intensity is consistent with the Comprehensive Plan and the surrounding area. Approval of the requested land use change is appropriate.

Factual Support:

1. Consistent with the following Objective and Policies of the City of Ocala Future Land Use Element:
    a. Objective 12: The Future Land Use Element shall require efficient use of existing services, facilities and infrastructure to discourage urban sprawl and promote a clustered urban development pattern.
    b. 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.
2. Approval of this request will not adversely affect the health, safety, convenience, prosperity or general welfare of the community.

Services Analysis:

Transportation: The property has direct access to US 27, a principal arterial; and NW 49th Avenue, a local roadway. Developments proposing to generate 100 or more peak hour trips are required to submit a traffic study as part of the site plan review. Developments proposing to generate less than 100 peak hour trips are required to submit a traffic impact statement.

Table 1: Traffic Circulation[1]

Road/Street Name	# of Lanes	Functional Class	Adopted LOS	LOS Capacity	2021 AADT	Existing LOS
US Hwy 27 NW 60th Ave to I-75	4	Principal Arterial	C	37,900	21,000	C
US Hwy 27 I-75 to NW 27th Ave	4	Principal Arterial	D	39,800	21,000	C
I-75 SR 40 to US Hwy 27	6	Principal Arterial	C	93,000	78,000	B
I-75 US Hwy 27 to SR 326	6	Principal Arterial	C	93,000	69,500	B
NW 44th Ave US Hwy 27 to NW 63rd St	4	Collector	E	72,600	8,200	B
NW 38th Ave NW 3rd St to US Hwy 27	2	Collector	E	14,040	3,400	C

LOS=Level of Service, AADT=Annual Average Daily Traffic

Potable Water: The property is located within the City of Ocala service area and is currently connected to City water.

Sanitary Sewer: The property is located within the City of Ocala service area and is currently connected to City sewer.

Stormwater: There are drainage retention areas on-site and off-site that serve the existing development. 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-storm event.[2]

Solid Waste: Service is available.

Fire Service: Service is available from the City of Ocala. In the event of future development, an impact fee will be required during the development review process to maintain adequate fire protection services in the City.

Schools: The request for Low Intensity future land use is not expected to have an impact on area schools.

Electric: The property is currently served by Ocala Electric Utility.

Land Use Designation

Existing: Marion County
Commercial (COM). This land use designation is intended to provide for mixed use development focused on retail, office, and community business opportunities to meet the daily needs of the surrounding residential areas; and allows for mixed residential development as a primary use or commercial uses with or without residential uses. The density range shall be up to six (6) dwelling units per one (1) gross acre and a maximum Floor Area Ratio of 1.0, as further defined in the LDC. This land use designation is allowed in the Urban Area and allows for campgrounds and recreational vehicle parks (RVP).

Proposed: City of Ocala
Low Intensity is intended 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 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. [3]

[1] Ocala/Marion County Transportation Planning Organization, Congestion Management Plan Database, 2021.
[2] Ocala Comprehensive Plan, Stormwater Sub-Element Policy 3.1.
3 Ocala Comprehensive Plan, Future Land Use Element, Policy 6.3

half weeks ago. Mr. Adams asked if any residential properties that fell into the notice zone. Ms. Hitchcock responded that at 300 feet it might have picked up the southern strip of lots in Quail Meadows.

RESULT:	**APPROVED ANX09-0003**
MOVER:	Richard Kesselring
SECONDER:	Kevin Lopez
AYES:	Clere, Lopez, Kesselring, Adams, Rudnianyn
ABSTAINED:	Gilchrist
EXCUSED:	Boone

h. LUC09-0009

Petitioner: Second Nine Partners, LLC
Planner: Patricia Hitchcock, AICP (352-629-8304)
phitchcock@ocalafl.org

A request to change land use from Commercial (County) to Low Intensity (City) for property located at 2600-2610 NW 46th Terrace and 2765 NW 49th Avenue, approximately 17.94 acres.

Background:
These properties were the subject of an annexation agreement between Second Nine Partners LLC and the City of Ocala executed on May 5, 2009. Second Nine Partners LLC applied for City annexation, land use, and zoning and paid all associated fees in the amount of $5,800. At the time, the property was not contiguous to the City limits, and was not eligible for annexation. The projects were therefore placed on hold.

Presently, the property is contiguous to the City boundary and eligible for annexation. City staff recommends moving forward with annexation, land use, and zoning in accordance with the existing agreement. The 2009 application requested Commercial land use and SC (Shopping Center) zoning. The Commercial land use classification no longer exists, so City staff will propose applying the closest existing land use classification of Low Intensity. This is consistent with adjacent commercial properties that are currently within the City limits.

Basis: The requested Future Land Use designation of Low Intensity is consistent with the Comprehensive Plan and the surrounding area. Approval of the requested land use change is appropriate.

Factual Support:

1. Consistent with the following Objective and Policies of the City of Ocala Future Land Use Element:
   a. Objective 12: The Future Land Use Element shall require efficient use of existing services, facilities and infrastructure to discourage urban sprawl and promote a clustered urban development pattern.
   b. 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.
2. Approval of this request will not adversely affect the health, safety, convenience, prosperity or general

welfare of the community.

Services Analysis:

Transportation: The property has direct access to US 27, a principal arterial; and NW 49th Avenue, a local roadway. Developments proposing to generate 100 or more peak hour trips are required to submit a traffic study as part of the site plan review. Developments proposing to generate less than 100 peak hour trips are required to submit a traffic impact statement.

Table 1: Traffic Circulation[1]

Road/Street Name	# of Lanes	Functional Class	Adopted LOS	LOS Capacity	2021 AADT	Existing LOS
US Hwy 27 NW 60th Ave to I-75	4	Principal Arterial	C	37,900	21,000	C
US Hwy 27 I-75 to NW 27th Ave	4	Principal Arterial	D	39,800	21,000	C
I-75 SR 40 to US Hwy 27	6	Principal Arterial	C	93,000	78,000	B
I-75 US Hwy 27 to SR 326	6	Principal Arterial	C	93,000	69,500	B
NW 44th Ave US Hwy 27 to NW 63rd St	4	Collector	E	72,600	8,200	B
NW 38th Ave NW 3rd St to US Hwy 27	2	Collector	E	14,040	3,400	C

LOS=Level of Service, AADT=Annual Average Daily Traffic

Potable Water: The property is located within the City of Ocala service area and is currently connected to City water.

Sanitary Sewer: The property is located within the City of Ocala service area and is currently connected to City sewer.

Stormwater: There are drainage retention areas on-site and off-site that serve the existing development. 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-storm event.[2]

Solid Waste: Service is available.

Fire Service: Service is available from the City of Ocala. In the event of future development, an impact fee will be required during the development review process to maintain adequate fire protection services in the City.

Schools: The request for Low Intensity future land use is not expected to have an impact on area schools.

Electric: The property is currently served by Ocala Electric Utility.

Land Use Designation

Existing: Marion County
Commercial (COM). This land use designation is intended to provide for mixed use development focused on retail, office, and community business opportunities to meet the daily needs of the surrounding residential areas; and allows for mixed residential development as a primary use or commercial uses with or without residential uses. The density range shall be up to six (6) dwelling units per one (1) gross acre and a maximum Floor Area Ratio of 1.0, as further defined in the LDC. This land use designation is allowed in the Urban Area and allows for campgrounds and recreational vehicle parks (RVP).

Proposed: City of Ocala
Low Intensity is intended 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 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. [3]

Staff Recommendation:	**Approval of LUC09-0009**

Discussion:
Mr. Kesselring asked if anything in the land use or the zoning that would be cause additional restrictions on the current property owners. Ms. Hitchcock said there is nothing that would cause additional restrictions.

RESULT:	**APPROVED LUC09-0009**
MOVER:	Richard Kesselring
SECONDER:	Kris Lopez
AYES:	Kesselring, Lopez, Clere, Adams, Rudnianyn
ABSTAINED:	Gilchrist
EXCUSED:	Boone

i. ZON09-0009
Petitioner: Second Nine Partners, LLC
Planner: Patricia Hitchcock, AICP (352-629-8304)
phitchcock@ocalafl.org

A request to change zoning from B-2, Community Business (County), to SC, Shopping Center (City) for property located at 2600-2610 NW 46th Terrace and 2765 NW 49th Avenue, approximately 17.94 acres.

Background:
These properties were the subject of an annexation agreement between Second Nine Partners LLC and the City of Ocala executed on May 5, 2009. Second Nine Partners LLC applied for City annexation, land use, and zoning and paid all associated fees in the amount of $5,800. At the time, the

DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY
DATE: 05/08/2009 08:38:29 AM
FILE #: 2009039069 OR BK 05195 PGS 0673-0680
RECORDING FEES 69.50

This Instrument Prepared by and Return To:
City of Ocala
Engineering Department
P. O. Box 1270
Ocala, Florida 34478
Attn: _____

Recording costs - $_____

ANNEXATION AGREEMENT

THIS AGREEMENT is made on May 5, 2009, by and between Second Nine Partners, LLC ("Owner"), whose mailing address is 1041 SE 69th Place Ocala, FL 34480, and the City of Ocala ("City"), a Florida municipal corporation.

WHEREAS

A. Owner is the owner or owners of certain real property (the "Property"), as described in Exhibit A, located within the unincorporated area of Marion County, Florida.

B. Owner desires to connect to the City's water or wastewater system.

C. Pursuant to the City's Comprehensive Plan, any property receiving water or wastewater service from the City is required to annex if and when it becomes contiguous.

D. Pursuant to the City of Ocala/Marion County Water and Wastewater Service Territorial Agreement (the "Territorial Agreement") between the City and Marion County, Florida, a political subdivision of the State of Florida ("Marion County"), and applicable law, the City imposes conditions in return for providing water or wastewater service including, without limitation:

1). The City requires persons or property receiving water or wastewater service from the City to adhere to appropriate criteria, standards and regulations (including land development regulations in accordance with state law) relating to design and construction of project infrastructure.

2). The City requires customers or property requesting water or wastewater service from the City to request that the property be voluntarily annexed into City either immediately or, if the property is not then contiguous to the City limits, when it becomes contiguous.

E. The City has agreed to provide water or wastewater service to the Owner pursuant to the provisions hereof.

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, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Owner's Agreements.** Owner hereby covenants and agrees as follows:

1.1. Connection.

1.1.1. Owner shall connect to the City's water or wastewater system and pay all fees in accordance with applicable provisions of the City Code of Ordinances.

1.1.2. Owner shall pay all fees associated with the recording of this agreement.

1.2. Annexation.

1.2.1. Owner shall complete, execute and deliver to the City a petition for annexation, a such form as is requested by City in its sole discretion. The completed petition shall be kept on file in the office of the City's Zoning Department.

1.2.2. Owner shall complete the annexation process upon the Property becoming contiguous to the City limits and otherwise eligible for annexation under applicable law.

1.2.3. Owner shall pay all fees associated with the annexation process.

1.3. Compliance with City's Land Development Regulations.

1.3.1. Owner acknowledges that pursuant to the Territorial Agreement and applicable law:

a. Owner must hereafter adhere to the City's criteria, standards and regulations (including the land development regulations of the Code of Ordinances of the City of Ocala, Florida) relating to design and construction of project infrastructure for the Property; and

b. Until the Property is annexed, Owner may also be required to adhere to Marion County's criteria, standards and regulations relating to design and construction of project infrastructure for the Property

1.3.2. Owner shall notify City prior to requesting any comprehensive plan amendments, rezonings, subdivision or site plan approvals, building permits, or other development orders from Marion County concerning the Property.

1.3.3. Owner shall comply with all procedures adopted by the City concerning the City review of any development of the Property pursuant to the City's criteria, standards and regulations.

1.3.4. Following annexation:

a. The Property shall be subject to all laws, ordinances, and regulations in force in the City and shall be entitled to the same privileges and benefits as other parts of the City upon the effective date of the annexation; and

b. If the Property was subject to a County land use plan and County zoning or subdivision regulations, those regulations shall remain in full force and effect until the City adopts a comprehensive plan amendment that includes the Property.

2. **Appointment of Power of Attorney; Lien.**

2.1. Owner hereby grants and conveys to the City Engineer of City, including the successors or designee of such City Engineer, a Special Power of Attorney to exercise any and all rights of Owner, and any successors in interest to Owner, including any purchasers, mortgage holders, lien holders or other persons who may claim an interest in the Property to do the following:

2.1.1. Perform all obligations of Owner under paragraph 1.2 above

2.1.2. Petition the City for annexation including the execution of a petition for annexation.

2.1.3. Accomplish all steps necessary or proper for the annexation of the Property.

2.2. This Power of Attorney shall be considered a power coupled with an interest and may not be terminated except upon the written consent of City specifically referring to this Agreement

2.3. This Agreement and the Power of Attorney granted hereunder touch and concern the Property, and shall bind and run with the Property, and constitute an encumbrance thereon.

2.4. Owner hereby grants the City a lien to enforce the obligations of Owner under paragraph 1.2. of this Agreement. Such lien shall be deemed satisfied automatically upon the annexation of the Property.

3. **City's Agreements.** The City hereby covenants and agrees as follows.

3.1. City shall permit Owner to connect its water or wastewater facilities on the Property to City water and wastewater services upon

3.1.1. Payment of all applicable fees associated with such connection;

3.1.2. Adherence to all other provisions of the City Code concerning such connections; and

3.1.3. The availability of facilities and capacity to provide such water and wastewater services.

3.2. City shall thereafter provide the Owner water or wastewater service subject to Owner's obligation to pay all charges associated with such service and adherence to all other provisions of the City Code concerning such service.

4. **Subject to City Ordinances and Annexation Statute.**

4.1. Nothing in this Agreement shall supersede or take precedence over any existing ordinances, regulations or codes of City.

4.2. Nothing set forth herein shall obligate City to annex the Property however, in that such action can only be made pursuant to the ordinance, notice and other requirements of Chapter 171, Florida Statutes.

5. **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.

6. **Successors and Assigns.** All covenants, agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.

7. **Severability Clause.**

7.1. The City's obligations under paragraph 3 above are expressly conditioned upon the effectiveness of Owner's obligations under paragraphs 1 and 2 above. Thus, if any provision of paragraphs 1 or 2 is found to be contrary to, prohibited by or invalid under applicable laws or regulations, the City may, if it so elects be relieved of all obligations hereunder, terminate this Agreement, and discontinue providing water or wastewater service to the Property.

7.2. Except as set forth above, provisions contained in this agreement which 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.

8. **Further Action.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.

9. **Entire Understanding; Amendments.** 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.

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

Witness

Print Witness Name

Witness

Print Witness Name

OWNER

Mark Jank, Managing Member
Type Owner's Name Here

Witness

Print Witness Name

Witness

Print Witness Name

Contract Purchaser

Michael Collard, President
Type Contract Purchaser's Name Here
Michael Collard Properties, Inc.
a Florida corporation

ATTEST:

Angel B. Jacobs
Interim City Clerk

CITY OF OCALA, a Florida municipal corporation

By:
Kyle A. Kay
President, Ocala City Council

Approved as to form and legality

~~Patrick G. Gilligan~~ W. James Gooding III
~~City Attorney~~ Assistant City Attorney

Owner's Individual Acknowledgment

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____
_____.

_____
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: _____
_____

Owner's Corporate Acknowledgment

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 31 day of MARCH, 2009, by MARK JANK as MANAGING MEMBER of SECOND NINE PARTNERS, LLC a LIMITED LIABILITY CORP. on behalf of the corporation

Ruthann Blake
Notary Public, State of Florida
Name: RUTHANN BLAKE
(Please print or type)

Commission Number:
Commission Expires:

RUTHANN BLAKE
Notary Public - State of Florida
My Commission Expires Apr 13, 2012
Commission # DD 773645
Bonded Through National Notary Assn.

Notary: Check one of the following:
☑ Personally known OR ☐ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: _____
_____

Contract Purchaser's Individual Acknowledgment

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____
_____.

_____
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: _____
_____

Contract Purchaser's Corporate Acknowledgment

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 8th day of April, 2009, by MICHAEL COLLARD as President of Michael Collard Properties, Inc. a Florida corporation on behalf of the corporation

PAULETTE CZARNEY
MY COMMISSION # DD 750577
EXPIRES: April 5, 2012
Bonded Thru Notary Public Underwriters

Paulette Czarney
Notary Public, State of Florida
Name: PAULETTE CZARNEY
(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: _____
_____

Exhibit "A"

Annexation Agreement
between
Second Nine Partners, LLC
and
the City of Ocala

Legal Description of Property Described as follows:

A PORTION OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, THENCE ALONG THE NORTH BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 3, S89°25'15"E, A DISTANCE OF 40.02 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF N.W. 49TH AVENUE (BEING 80.00 FEET WIDE); THENCE ALONG SAID EAST RIGHT OF WAY LINE N00°37'56"E, A DISTANCE OF 88.86 FEET TO THE N.W. CORNER OF "SHAMROCK ADVENTURE LX" AS PER PLAT THEREOF, RECORDED IN PLAT BOOK '9', PAGE 133 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE, N00°35'51"E, A DISTANCE OF 201.81 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE N89°41'59"E, A DISTANCE OF 575.70 FEET; THENCE S61°36'22"E, A DISTANCE OF 338.70 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 178.00 FEET, A CENTRAL ANGLE OF 28°41'40", AND A CHORD BEARING AND DISTANCE OF S75°57'12"E, 88.22 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 89.14 FEET TO THE POINT OF TANGENCY; THENCE N89°41'59"E, A DISTANCE OF 202.78 FEET; THENCE S00°18'01"E, A DISTANCE OF 421.99 FEET; THENCE S28°23'29"W, A DISTANCE OF 515.95 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 (RIGHT OF WAY WIDTH VARIES); THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, N61°36'31"W, A DISTANCE OF 769.72 FEET TO THE S.E. CORNER OF SAID "SHAMROCK ADVENTURE LX"; THENCE DEPARTING SAID RIGHT OF WAY LINE, ALONG THE EAST BOUNDARY OF SAID PLAT, N00°02'21"E, A DISTANCE OF 359.77 FEET TO THE N.E. CORNER OF SAID PLAT; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PLAT, N59°04'22"W, A DISTANCE OF 213.64 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 119.00 FEET, A CENTRAL ANGLE OF 30°45'56", AND A CHORD BEARING AND DISTANCE OF N74°28'03"W, 63.13 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND NORTHERLY BOUNDARY, A DISTANCE OF 63.90 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 17.93 ACRES, MORE OR LESS.

Legislation Text

File #: ORD-2022-19, **Version:** 1

Submitted By: David Boston

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Adopt Ordinance 2022-19 for a rezoning from B-2, Community Business (County), to SC, Shopping Center (City), for approximately 17.94 acres located at 2600-2610 NW 46th Terrace and 2765 NW 49th Avenue (Case ZON09-0009) (Quasi-Judicial).

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub, .

PROOF OF PUBLICATION:
6722446 - 1/7/22

BACKGROUND:

- Petitioner: Second Nine Partners, LLC
- Property Owners: Second Nine Partners, LLC; Real Sub, LLC; McDonalds USA, LLC
- The Ocala Planning & Zoning Commission recommended approval by a 6 to 0 vote.

These properties were the subject of an annexation agreement between Second Nine Partners LLC and the City of Ocala executed on May 5, 2009. Second Nine Partners LLC applied for City annexation, land use, and zoning and paid all associated fees in the amount of $5,800. At the time, the property was not contiguous to the City limits, and was not eligible for annexation. The projects were therefore placed on hold.

Presently, the property is contiguous to the City boundary and eligible for annexation. City staff recommends moving forward with annexation, land use, and zoning in accordance with the existing agreement. The 2009 application requested Commercial land use and SC (Shopping Center) zoning.

FINDINGS AND CONCLUSIONS:
The requested zoning district of SC, Shopping Center, is consistent with the Comprehensive Plan and the surrounding area. Approval of the requested rezoning is appropriate.

FISCAL IMPACT:

N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
This ordinance is pending review by the City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:
- Approve
- Deny
- Table

ORDINANCE 2022-19

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING FROM B-2, COMMUNITY BUSINESS (COUNTY), TO SC, SHOPPING CENTER (CITY), FOR CERTAIN PROPERTY LOCATED AT 2600-2610 NW 46TH TERRACE AND 2765 NW 49TH AVENUE, OCALA, FLORIDA (CASE NO. ZON09-0009); PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; 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 following described lands are hereby rezoned and reclassified according to the zoning regulations of the City of Ocala, Florida, as SC, Shopping Center:

A PORTION OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, THENCE ALONG THE NORTH BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 3, S89° 25'15"E, A DISTANCE OF 40.02 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF N.W. 49TH AVENUE (BEING 80.00 FEET WIDE); THENCE ALONG SAID EAST RIGHT OF WAY LINE N00° 37'56"E, A DISTANCE OF 88.86 FEET TO THE N.W. CORNER OF "SHAMROCK ADVENTURE LX" AS PER PLAT THEREOF, RECORDED IN PLAT BOOK '9', PAGE 133 OF THE PUBLIC RECORDS OF

MARION COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE, N00°35'51"E, A DISTANCE OF 201.81 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE N89°41'59"E, A DISTANCE OF 575.70 FEET; THENCE S6l0 36'22"E, A DISTANCE OF 338.70 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 178.00 FEET, A CENTRAL ANGLE OF 28°41'40", AND A CHORD BEARING AND DISTANCE OF S75°57'12"E, 88.22 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 89.14 FEET TO THE POINT OF TANGENCY; THENCE N89°41'59"E, A DISTANCE OF 202.78 FEET; THENCE S00°18'01"E, A DISTANCE OF 421.99 FEET; THENCE S28° 23'29"W, A DISTANCE OF 515.95 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 (RIGHT OF WAY WIDTH VARIES); THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, N6l0 36'31"W, A DISTANCE OF 769.72 FEET TO THE S.E. CORNER OF SAID "SHAMROCK ADVENTURE LX"; THENCE DEPARTING SAID RIGHT OF WAY LINE, ALONG THE EAST BOUNDARY OF SAID PLAT, N00°02'21"E, A DISTANCE OF 359.77 FEET TO THE N.E. CORNER OF SAID PLAT; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PLAT, N59°04'22"W, A DISTANCE OF 213.64 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 119.00 FEET, A CENTRAL ANGLE OF 30°45'56", AND A CHORD BEARING AND DISTANCE OF N74°28'03"W, 63.13 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND NORTHERLY BOUNDARY, A DISTANCE OF 63.90 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 17.93 ACRES, MORE OR LESS.

(aka: Parcels 21509-002-01, 21509-003-00, 21509-002-03, and 21509-002-04)

Section 2. The zoning map of the City of Ocala is hereby amended to reflect the change in zoning classification from B-2, Community Business (County), to SC, Shopping Center (City), as to lands described in Section 1 of this ordinance.

Section 3. Severability Clause. Should any provision or section of this ordinance be held by a Court of Competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. This ordinance shall become effective upon the later of:

(a). Approval by the mayor, or upon becoming law without such approval; or

(b). The effective date of Ordinance No. _____ (Ref: Land Use Case LUC09-0009).

ATTEST:

By:
Angel B. Jacobs

CITY OF OCALA

By:
Ire Bethea Sr.

City Clerk

President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2022.

By: _____
Reuben Kent Guinn
Mayor

Approved as to form and legality:

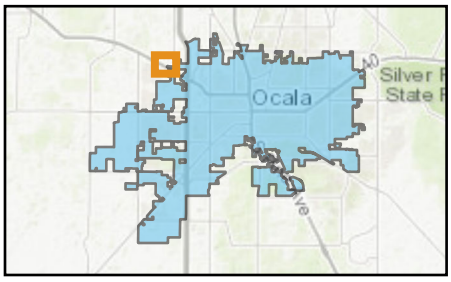
By: _____
Robert W. Batsel, Jr.
City Attorney

Ordinance No:	2022-19
Introduced:	1/4/2022
Adopted:	Click or tap to enter a date.
Legal Ad No:	6722446 - 1/7/14

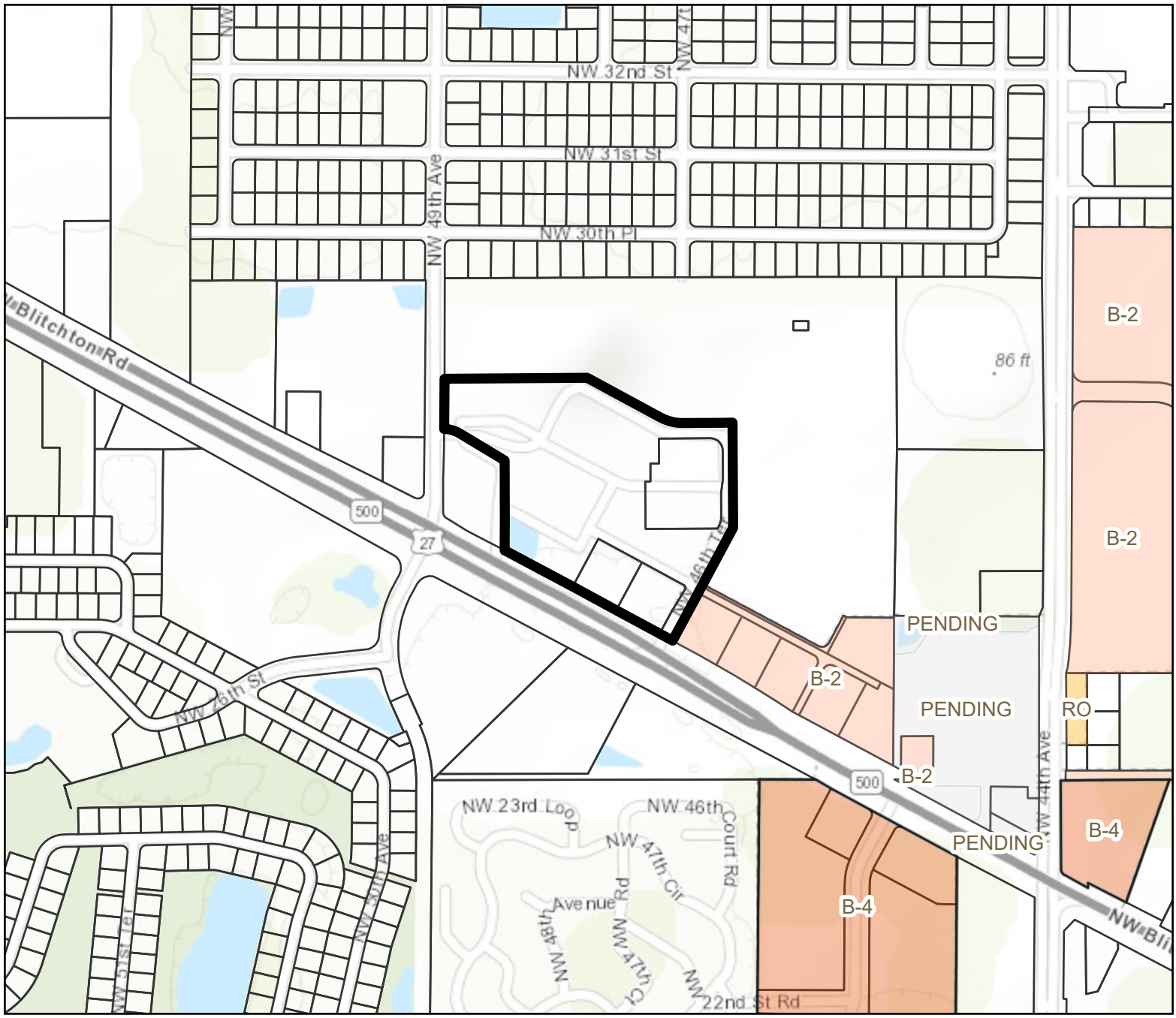
Case Map

P&Z Meeting December 13, 2021

Location Map



Case Number:	**ZON09-0009**
Parcel Number:	21509-002-01; 21509-002-03; 21509-002-04; 21509-003-00
Property Size:	Approximately 17.94 acres
Land Use Designation:	Commercial (County)
Zoning:	B-2, Community Business (County)
Proposal:	Rezone property to SC, Shopping Center (City)



Legend

- LUC09-0009 & ZON09-0009
- B-2:Community Business
- B-4:General Business
- Ordinance Pending
- PUD-M-03:Planned Unit Development-Mixed-3 Units
- RO:Residential Office
- Parcels

0 475 950 Feet

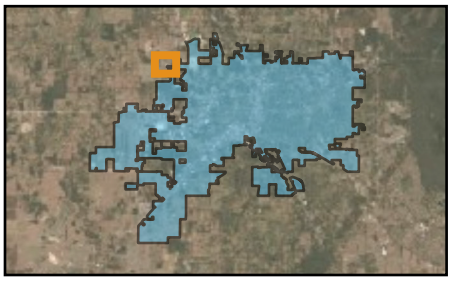
OCALA

Prepared by the City o
Growth Management Depa

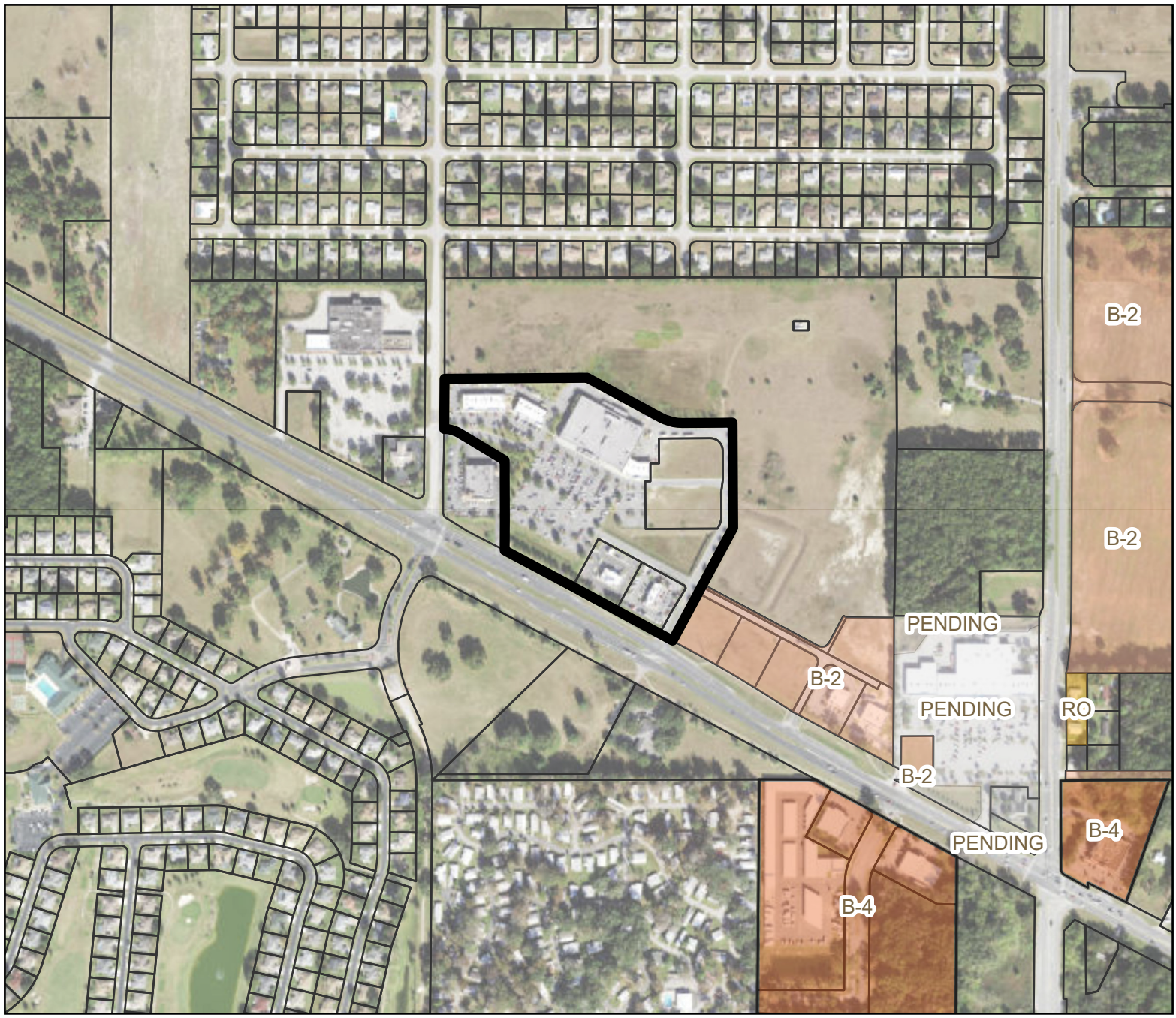
Aerial Map

P&Z Meeting December 13, 2021

Location Map



Case Number:	**ZON09-0009**
Parcel Number:	21509-002-01; 21509-002-03; 21509-002-04; 21509-003-00
Property Size:	Approximately 17.94 acres
Land Use Designation:	Commercial (County)
Zoning:	B-2, Community Business (County)
Proposal:	Rezone property to SC, Shopping Center (City)



Legend

- LUC09-0009 & ZON09-0009
- B-2:Community Business
- B-4:General Business
- Ordinance Pending
- PUD-M-03:Planned Unit Development-Mixed-3 Units
- RO:Residential Office
- Parcels

0 475 950 Feet

OCALA

Prepared by the City o
Growth Management Depa

Applicant: Second Nine Partners, LLC

Property Owner: Second Nine Partners, LLC; Real Sub, LLC; McDonalds USA, LLC

Project Planner: Patricia Hitchcock, AICP

Zoning from: B-2, Community Business (County)
to: SC, Shopping Center (City)

Parcel Information

Acres: ±17.94 Acres
Parcel(s)#: 21509-002-01, 21509-003-00, 21509-002-03, and 21509-002-04
Location: 2600-2610 NW 46th Terrace and 2765 NW 49th Avenue
Existing use: Shops at Foxwood shopping center

Adjacent Land

Direction	Future Land Use	Zone	Current Use
North	Commercial (County)	B-2, Community Business (County)	Undeveloped
East	Commercial (County)	B-2, Community Business (County)	Undeveloped
	Low Intensity (City)	B-2, Community Business (City)	
South	Commercial (County)	B-2, Community Business (County)	Bank
	Commercial (County)	PUD, Planned Unit Development (County)	Undeveloped
West	Commercial (County)	B-2, Community Business (County)	Quail Meadows Commons shopping center

Background:
These properties were the subject of an annexation agreement between Second Nine Partners LLC and the City of Ocala executed on May 5, 2009. Second Nine Partners LLC applied for City annexation, land use, and zoning and paid all associated fees in the amount of $5,800. At the time, the property was not contiguous to the City limits, and was not eligible for annexation. The projects were therefore placed on hold.

Presently, the property is contiguous to the City boundary and eligible for annexation. City staff recommends moving forward with annexation, land use, and zoning in accordance with the existing agreement. The 2009 application requested Commercial land use and SC (Shopping Center) zoning.

Staff Recommendation: Approval of LUC09-0009

Basis: The requested zoning district of SC, Shopping Center, is consistent with the Comprehensive Plan and the surrounding area. Approval of the requested rezoning is appropriate.

Factual Support:

1. Consistent with the following Objective and Policies of the City of Ocala Future Land Use Element:
    a. Objective 12: The Future Land Use Element shall require efficient use of existing services, facilities and infrastructure to discourage urban sprawl and promote a clustered urban development pattern.
    b. 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.
2. Approval of this request will not adversely affect the health, safety, convenience, prosperity or general welfare of the community.

Services Analysis:

Transportation: The property has direct access to US 27, a principal arterial; and NW 49th Avenue, a local roadway. Developments proposing to generate 100 or more peak hour trips are required to submit a traffic study as part of the site plan review. Developments proposing to generate less than 100 peak hour trips are required to submit a traffic impact statement.

Table 1: Traffic Circulation[1]

Road/Street Name	# of Lanes	Functional Class	Adopted LOS	LOS Capacity	2021 AADT	Existing LOS
US Hwy 27 NW 60th Ave to I-75	4	Principal Arterial	C	37,900	21,000	C
US Hwy 27 I-75 to NW 27th Ave	4	Principal Arterial	D	39,800	21,000	C
I-75 SR 40 to US Hwy 27	6	Principal Arterial	C	93,000	78,000	B
I-75 US Hwy 27 to SR 326	6	Principal Arterial	C	93,000	69,500	B
NW 44th Ave US Hwy 27 to NW 63rd St	4	Collector	E	72,600	8,200	B
NW 38th Ave NW 3rd St to US Hwy 27	2	Collector	E	14,040	3,400	C

LOS=Level of Service, AADT=Annual Average Daily Traffic

Potable Water: The property is located within the City of Ocala service area and is currently connected to City water.

Sanitary Sewer: The property is located within the City of Ocala service area and is currently connected to City sewer.

Stormwater: There are drainage retention areas on-site and off-site that serve the existing

development. 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-storm event.[2]

Solid Waste: Service is available.

Fire Service: Service is available from the City of Ocala. In the event of future development, an impact fee will be required during the development review process to maintain adequate fire protection services in the City.

Schools: The request for SC, Shopping Center, zoning is not expected to have an impact on area schools.

Electric: The property is currently served by Ocala Electric Utility.

Zoning District

Existing: Marion County
B-2, Community Business. The Community Business classification provides for the shopping and limited service needs of several neighborhoods, a community, or a substantial land area. Retail stores are intended to include general merchandise, fashion, durable goods, and personal services. All commercial activity involving retail sales or rentals shall take place in a completely enclosed building.[3]

Proposed: City of Ocala
SC, Shopping Center. The purpose of this division is to ensure that shopping centers and single retail store developments are designed and located to make efficient use of the land and minimize the impacts on infrastructure, adjacent and nearby properties, and the environment.[4]

[1] Ocala/Marion County Transportation Planning Organization, Congestion Management Plan Database, 2021.
[2] Ocala Comprehensive Plan, Stormwater Sub-Element Policy 3.1.
[3] Marion County, FL land development regulations, section 4.2.18.
[4] City of Ocala, FL land development regulations, section 122-902.

Existing: Marion County

Commercial (COM). This land use designation is intended to provide for mixed use development focused on retail, office, and community business opportunities to meet the daily needs of the surrounding residential areas; and allows for mixed residential development as a primary use or commercial uses with or without residential uses. The density range shall be up to six (6) dwelling units per one (1) gross acre and a maximum Floor Area Ratio of 1.0, as further defined in the LDC. This land use designation is allowed in the Urban Area and allows for campgrounds and recreational vehicle parks (RVP).

Proposed: City of Ocala

Low Intensity is intended 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 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. [3]

Staff Recommendation:	**Approval of LUC09-0009**

Discussion:
Mr. Kesselring asked if anything in the land use or the zoning that would be cause additional restrictions on the current property owners. Ms. Hitchcock said there is nothing that would cause additional restrictions.

RESULT:	**APPROVED LUC09-0009**
MOVER:	Richard Kesselring
SECONDER:	Kris Lopez
AYES:	Kesselring, Lopez, Clere, Adams, Rudnianyn
ABSTAINED:	Gilchrist
EXCUSED:	Boone

i. ZON09-0009

Petitioner: Second Nine Partners, LLC
Planner: Patricia Hitchcock, AICP (352-629-8304)
phitchcock@ocalafl.org

A request to change zoning from B-2, Community Business (County), to SC, Shopping Center (City) for property located at 2600-2610 NW 46th Terrace and 2765 NW 49th Avenue, approximately 17.94 acres.

Background:

These properties were the subject of an annexation agreement between Second Nine Partners LLC and the City of Ocala executed on May 5, 2009. Second Nine Partners LLC applied for City annexation, land use, and zoning and paid all associated fees in the amount of $5,800. At the time, the

property was not contiguous to the City limits, and was not eligible for annexation. The projects were therefore placed on hold.

Presently, the property is contiguous to the City boundary and eligible for annexation. City staff recommends moving forward with annexation, land use, and zoning in accordance with the existing agreement. The 2009 application requested Commercial land use and SC (Shopping Center) zoning.

Basis: The requested zoning district of SC, Shopping Center, is consistent with the Comprehensive Plan and the surrounding area. Approval of the requested rezoning is appropriate.

Factual Support:

- Consistent with the following Objective and Policies of the City of Ocala Future Land Use Element:
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- Approval of this request will not adversely affect the health, safety, convenience, prosperity or general welfare of the community.

Services Analysis:

Transportation: The property has direct access to US 27, a principal arterial; and NW 49th Avenue, a local roadway. Developments proposing to generate 100 or more peak hour trips are required to submit a traffic study as part of the site plan review. Developments proposing to generate less than 100 peak hour trips are required to submit a traffic impact statement.

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Proposed: City of Ocala
SC, Shopping Center. The purpose of this division is to ensure that shopping centers and single retail store developments are designed and located to make efficient use of the land and minimize the impacts on infrastructure, adjacent and nearby properties, and the environment.[4]

Staff Recommendation:	**Approval of ZON09-0009**

Discussion:
Mr. Rudnianyn asked for the difference between B2 and shopping center. Ms. Hitchcock explained that sign sizes are different for out parcels and if it was B2 parcel they would need access to a public right of way, whereas, an out parcel in a shopping center can have access to an access drive within the shopping center.

RESULT:	**APPROVED ZON09-0009**
MOVER:	Richard Kesselring
SECONDER:	Kris Clere
AYES:	Kesselring, Clere, Lopez, Adams, Rudnianyn
ABSTAINED:	Gilchrist
EXCUSED:	Boone

DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY
DATE: 05/08/2009 08:38:29 AM
FILE #: 2009039069 OR BK 05195 PGS 0673-0680
RECORDING FEES 69.50

This Instrument Prepared by and Return To:
City of Ocala
Engineering Department
P. O. Box 1270
Ocala, Florida 34478
Attn: _____

Recording costs - $_____

ANNEXATION AGREEMENT

THIS AGREEMENT is made on May 5, 2009, by and between Second Nine Partners, LLC ("Owner"), whose mailing address is 1041 SE 69th Place Ocala, FL 34480, and the City of Ocala ("City"), a Florida municipal corporation.

WHEREAS

A. Owner is the owner or owners of certain real property (the "Property"), as described in Exhibit A, located within the unincorporated area of Marion County, Florida.

B. Owner desires to connect to the City's water or wastewater system.

C. Pursuant to the City's Comprehensive Plan, any property receiving water or wastewater service from the City is required to annex if and when it becomes contiguous.

D. Pursuant to the City of Ocala/Marion County Water and Wastewater Service Territorial Agreement (the "Territorial Agreement") between the City and Marion County, Florida, a political subdivision of the State of Florida ("Marion County"), and applicable law, the City imposes conditions in return for providing water or wastewater service including, without limitation:

1). The City requires persons or property receiving water or wastewater service from the City to adhere to appropriate criteria, standards and regulations (including land development regulations in accordance with state law) relating to design and construction of project infrastructure.

2). The City requires customers or property requesting water or wastewater service from the City to request that the property be voluntarily annexed into City either immediately or, if the property is not then contiguous to the City limits, when it becomes contiguous.

E. The City has agreed to provide water or wastewater service to the Owner pursuant to the provisions hereof.

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, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Owner's Agreements.** Owner hereby covenants and agrees as follows:

1.1. Connection.

1.1.1. Owner shall connect to the City's water or wastewater system and pay all fees in accordance with applicable provisions of the City Code of Ordinances.

1.1.2. Owner shall pay all fees associated with the recording of this agreement.

1.2. Annexation.

1.2.1. Owner shall complete, execute and deliver to the City a petition for annexation, a such form as is requested by City in its sole discretion. The completed petition shall be kept on file in the office of the City's Zoning Department.

1.2.2. Owner shall complete the annexation process upon the Property becoming contiguous to the City limits and otherwise eligible for annexation under applicable law.

1.2.3. Owner shall pay all fees associated with the annexation process.

1.3. Compliance with City's Land Development Regulations.

1.3.1. Owner acknowledges that pursuant to the Territorial Agreement and applicable law:

a. Owner must hereafter adhere to the City's criteria, standards and regulations (including the land development regulations of the Code of Ordinances of the City of Ocala, Florida) relating to design and construction of project infrastructure for the Property; and

b. Until the Property is annexed, Owner may also be required to adhere to Marion County's criteria, standards and regulations relating to design and construction of project infrastructure for the Property

1.3.2. Owner shall notify City prior to requesting any comprehensive plan amendments, rezonings, subdivision or site plan approvals, building permits, or other development orders from Marion County concerning the Property.

1.3.3. Owner shall comply with all procedures adopted by the City concerning the City review of any development of the Property pursuant to the City's criteria, standards and regulations.

1.3.4. Following annexation:

a. The Property shall be subject to all laws, ordinances, and regulations in force in the City and shall be entitled to the same privileges and benefits as other parts of the City upon the effective date of the annexation; and

b. If the Property was subject to a County land use plan and County zoning or subdivision regulations, those regulations shall remain in full force and effect until the City adopts a comprehensive plan amendment that includes the Property.

2. **Appointment of Power of Attorney; Lien.**

2.1. Owner hereby grants and conveys to the City Engineer of City, including the successors or designee of such City Engineer, a Special Power of Attorney to exercise any and all rights of Owner, and any successors in interest to Owner, including any purchasers, mortgage holders, lien holders or other persons who may claim an interest in the Property to do the following:

2.1.1. Perform all obligations of Owner under paragraph 1.2 above

2.1.2. Petition the City for annexation including the execution of a petition for annexation.

2.1.3. Accomplish all steps necessary or proper for the annexation of the Property.

2.2. This Power of Attorney shall be considered a power coupled with an interest and may not be terminated except upon the written consent of City specifically referring to this Agreement

2.3. This Agreement and the Power of Attorney granted hereunder touch and concern the Property, and shall bind and run with the Property, and constitute an encumbrance thereon.

2.4. Owner hereby grants the City a lien to enforce the obligations of Owner under paragraph 1.2. of this Agreement. Such lien shall be deemed satisfied automatically upon the annexation of the Property.

3. **City's Agreements.** The City hereby covenants and agrees as follows.

3.1. City shall permit Owner to connect its water or wastewater facilities on the Property to City water and wastewater services upon

3.1.1. Payment of all applicable fees associated with such connection;

3.1.2. Adherence to all other provisions of the City Code concerning such connections; and

3.1.3. The availability of facilities and capacity to provide such water and wastewater services.

3.2. City shall thereafter provide the Owner water or wastewater service subject to Owner's obligation to pay all charges associated with such service and adherence to all other provisions of the City Code concerning such service.

4. **Subject to City Ordinances and Annexation Statute.**

4.1. Nothing in this Agreement shall supersede or take precedence over any existing ordinances, regulations or codes of City.

4.2. Nothing set forth herein shall obligate City to annex the Property however, in that such action can only be made pursuant to the ordinance, notice and other requirements of Chapter 171, Florida Statutes.

5. **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.

6. **Successors and Assigns.** All covenants, agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.

7. **Severability Clause.**

7.1. The City's obligations under paragraph 3 above are expressly conditioned upon the effectiveness of Owner's obligations under paragraphs 1 and 2 above. Thus, if any provision of paragraphs 1 or 2 is found to be contrary to, prohibited by or invalid under applicable laws or regulations, the City may, if it so elects be relieved of all obligations hereunder, terminate this Agreement, and discontinue providing water or wastewater service to the Property.

7.2. Except as set forth above, provisions contained in this agreement which 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.

8. **Further Action.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.

9. **Entire Understanding; Amendments.** 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.

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

Witness

Print Witness Name

Witness

Print Witness Name

OWNER

Mark Jank, Managing Member
Type Owner's Name Here

Witness

Print Witness Name

Witness

Print Witness Name

Contract Purchaser

Michael Collard, President
Type Contract Purchaser's Name Here
Michael Collard Properties, Inc.
a Florida corporation

ATTEST:

Angel B. Jacobs
Interim City Clerk

CITY OF OCALA, a Florida municipal corporation

By:
Kyle A. Kay
President, Ocala City Council

Approved as to form and legality

~~Patrick G. Gilligan~~ **W. James Gooding III**
~~City Attorney~~ **Assistant City Attorney**

Owner's Individual Acknowledgment

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____
_____.

_____
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: _____
_____

Owner's Corporate Acknowledgment

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 31 day of MARCH, 2009, by MARK JANK as MANAGING MEMBER of SECOND NINE PARTNERS, LLC a LIMITED LIABILITY CORP. on behalf of the corporation

Ruthann Blake
Notary Public, State of Florida
Name: RUTHANN BLAKE
(Please print or type)

Commission Number:
Commission Expires:

RUTHANN BLAKE
Notary Public - State of Florida
My Commission Expires Apr 13, 2012
Commission # DD 773945
Bonded Through National Notary Assn.

Notary: Check one of the following:
☑ Personally known OR ☐ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: _____
_____

Contract Purchaser's Individual Acknowledgment

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____
_____.

_____
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: _____
_____

Contract Purchaser's Corporate Acknowledgment

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 8th day of April, 2009, by MICHAEL COLLARD as President of Michael Collard Properties, Inc. a Florida corporation on behalf of the corporation

PAULETTE CZARNEY
MY COMMISSION # DD 750577
EXPIRES: April 5, 2012
Bonded Thru Notary Public Underwriters

Paulette Czarney
Notary Public, State of Florida
Name: PAULETTE CZARNEY
(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: _____
_____

Exhibit "A"

Annexation Agreement
between
Second Nine Partners, LLC
and
the City of Ocala

Legal Description of Property Described as follows:

A PORTION OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, THENCE ALONG THE NORTH BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 3, S89°25'15"E, A DISTANCE OF 40.02 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF N.W. 49TH AVENUE (BEING 80.00 FEET WIDE); THENCE ALONG SAID EAST RIGHT OF WAY LINE N00°37'56"E, A DISTANCE OF 88.86 FEET TO THE N.W. CORNER OF "SHAMROCK ADVENTURE LX" AS PER PLAT THEREOF, RECORDED IN PLAT BOOK '9', PAGE 133 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE, N00°35'51"E, A DISTANCE OF 201.81 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE N89°41'59"E, A DISTANCE OF 575.70 FEET; THENCE S61°36'22"E, A DISTANCE OF 338.70 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 178.00 FEET, A CENTRAL ANGLE OF 28°41'40", AND A CHORD BEARING AND DISTANCE OF S75°57'12"E, 88.22 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 89.14 FEET TO THE POINT OF TANGENCY; THENCE N89°41'59"E, A DISTANCE OF 202.78 FEET; THENCE S00°18'01"E, A DISTANCE OF 421.99 FEET; THENCE S28°23'29"W, A DISTANCE OF 515.95 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 (RIGHT OF WAY WIDTH VARIES); THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, N61°36'31"W, A DISTANCE OF 769.72 FEET TO THE S.E. CORNER OF SAID "SHAMROCK ADVENTURE LX"; THENCE DEPARTING SAID RIGHT OF WAY LINE, ALONG THE EAST BOUNDARY OF SAID PLAT, N00°02'21"E, A DISTANCE OF 359.77 FEET TO THE N.E. CORNER OF SAID PLAT; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PLAT, N59°04'22"W, A DISTANCE OF 213.64 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 119.00 FEET, A CENTRAL ANGLE OF 30°45'56", AND A CHORD BEARING AND DISTANCE OF N74°28'03"W, 63.13 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND NORTHERLY BOUNDARY, A DISTANCE OF 63.90 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 17.93 ACRES, MORE OR LESS.

File #: RES-2022-19, **Version:** 1

Submitted By: David Boston

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Adopt Resolution 2022-19 accepting an Amendment to the Public Transportation Grant Agreement #433304-2-94-01 from the Florida Department of Transportation for SunTran's public transit system capital expenses in the amount of $1,233,575.

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable, Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
This Public Transportation Grant Agreement is being amended to ensure that grant funds can be used for engineering and design services for bus shelters, new restrooms with a ticketing kiosk, and renovation of the SunTran facility. Amendments were made to the project description, scope, deliverables, and the schedule of financial assistance. The grant amount remains the same.

The FDOT annually provides grant funding to communities that will pay for a portion of either capital expenses or operating assistance for fixed route public transit systems. This year FDOT announced that the FY21 and FY22 allocations will not require a local match. It was determined to apply for a capital expense FDOT grant using both Ocala's FY21 allocation of $523,310 and FY22 allocation of $710,265. In order to be awarded the funding, the City has to enter into a Public Transportation Grant Agreement (PTGA) with FDOT.

The agreement will expire and funding must be expended by June 30, 2023.

FINDINGS AND CONCLUSIONS:
This amendment is necessary to allow for planned improvements to continue.

The $1,233,575 in grant funding will allow the City to move forward with several large-scale capital projects without having to utilize local funding: the renovation of the SunTran Admin/Maintenance Facility; the construction of a new bus driver ready room/bathroom/kiosk at the bus station; and pedestrian improvements

for new bus shelters by adding new bus shelter pads and walkways. The grant will also pay for the acquisitions of surveillance/security equipment for the SunTran Admin/Maintenance Facility and bus transfer station; 2 new non-revenue generating SUVs, a bus washer and maintenance shop equipment.

The funding will be used to enhance the SunTran operation and provide additional safety measures for the public.

FISCAL IMPACT:
This amendment does not require any change to appropriation of funds or to the associated budget resolution approved by City Council on November 16, 2021.

The FDOT Public Transportation Grant Agreement provides 100% of the funding for the projects; no local match is required.

Funds will be appropriated to the following SunTran grant accounts:

494-050-455-544-54-31010	Capital - Professional Services	$ 535,000
494-050-455-544-54-52060	Capital - Equipment $1,000 - $4,999	$ 60,000
494-050-455-544-66-64010	Capital - Equipment $5,000+	$ 257,000
494-050-455-544-69-65010	Capital - Construction in Progress	$ 381,575

PROCUREMENT REVIEW:
This Amendment to the Public Transportation Grant Agreement was reviewed by Tiffany Kimball, Contracting Officer.

LEGAL REVIEW:
N/A

ALTERNATIVE:
- Approve
- Deny
- Table

RESOLUTION 2022-19

A RESOLUTION ACCEPTING AN AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT #433304-2-94-01 BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND THE CITY OF OCALA FOR CAPITAL FUNDING FOR THE OCALA/MARION COUNTY PUBLIC TRANSIT SYSTEM, SUNTRAN, IN THE AMOUNT OF $1,233,575

WHEREAS, the FDOT announced that the FY21 and FY22 Public Transit Grant allocations will not require a

local match; and

WHEREAS, the City submitted a grant application to FDOT for its FY21 allocation of $523,310 and FY22 allocation of $710,265 to pay for capital expenses for SunTran, the fixed route transit system; and

WHEREAS, the Florida Department of Transportation (FDOT) has entered into a Public Transportation Grant Agreement (PTGA) with the City of Ocala to provide funding for SunTran capital projects; and

WHEREAS, the funds will be spent on: the design and renovation of the SunTran administrative/maintenance facility; the design and construction documents of a new bus driver ready-room/bathroom/kiosk at the bus station; the acquisition of surveillance/security equipment for the SunTran administrative/maintenance facility and bus transfer station; engineering and design of pedestrian access, shelter pads and walkways to bus shelters; and the purchase of 2 non-revenue generating SUVs, a bus washer, and maintenance shop equipment; and

WHEREAS, the Florida Department of Transportation requires that the City of Ocala execute and deliver to the FDOT an Amendment to the Public Transportation Grant Agreement to allow for planned expenditures;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session duly assembled, that the City Council President is hereby authorized to make, execute and deliver to the FDOT an Amendment to the Public Transportation Grant Agreement #433304-2-94-01, attached as Exhibit A.

This resolution adopted this _____ day of _____, 2022.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Ire Bethea Sr.
President, Ocala City Council

Approved as to form and legality:

By: _____
Robert W. Batsel, Jr.
City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-03
STRATEGIC DEVELOPMENT
OGC 11/19

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088774
433304-2-94-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award Identification Number (FAIN) – Transit only:		Org. Code:	55052000531
				Vendor Number:	F596-000-392-001
Contract Number:	G2215	Federal Award Date:		Amendment No.:	1
CFDA Number:	N/A	Agency DUNS Number:	055947428		
CFDA Title:	N/A				
CSFA Number:	55.010				
CSFA Title:	Public Transit Block Grant Program				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on_____, by and between the State of Florida, Department of Transportation ("Department"), and City of Ocala, ("Agency"),collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 12/13/2021 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended To change/add language to Project Description, Project Scope and Deliverables.

2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   __ **Aviation**
   __ **Seaports**
   X **Transit**
   __ **Intermodal**
   __ **Rail Crossing Closure**
   __ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   __ **Other**

3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:
   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   __ *Exhibit B1: Deferred Reimbursement Financial Provisions
   __ *Exhibit B2: Advance Payment Financial Provisions
   __ *Exhibit C: Terms and Conditions of Construction
   __ Exhibit D: Agency Resolution
   __ Exhibit E: Program Specific Terms and Conditions
   __ Exhibit F: Contract Payment Requirements
   __ *Exhibit G: Financial Assistance (Single Audit Act)

__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Additional Exhibit(s):

4. Project Cost.
The estimated total cost of the Project is __ increased/ __ decreased by $0 bringing the revised total cost of the project to $1,233,575.

The Department's participation is __ increased/ __ decreased by $0. The Department agrees to participate in the Project cost up to the maximum amount of $0, and, additionally the Department's participation in the Project shall not exceed 0.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

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

AGENCY City of Ocala

By:_____
Name: Justin Grabelle
Title: President, Ocala City Council

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:_____
Name: Jack Adkins
Title: District 5 Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: Dan McDermott

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Original Text:

This agreement provides Block Grant capital funds to City of Ocala, in Ocala Florida for the capital purchase of designing the renovation of SunTran's Administration and Maintenance Facility and associated equipment, as identified in the agency's project documents on file with the Department. 2 SUVs, shop equipment, a bus washer and surveillance/security equipment.

Updated Text:

This agreement provides State Public Transit Block Grant capital funds to City of Ocala, in Ocala Florida, for the capital purchase of the following items: engineering & design of bus driver ready-room/bathroom at bus terminal with kiosk; design and construction documents for SunTran's administration/maintenance facility; engineering & design of pedestrian access, shelter pads and walkways to bus shelters; two (2) non-revenue generating replacement full size SUVs for SunTran; one (1) non-revenue generating small SUV for SunTran staff; maintenance shop equipment; surveillance/security equipment for SunTran's administrative/maintenance facility and bus transfer station; and bus washer.

B. Project Location (limits, city, county, map): City of Ocala/Ocala, FL/Marion

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Original Text:

Begin designing the renovation of SunTran's Administration and Maintenance Facility, the bus driver ready-room/bathroom at SunTran's bus terminal, and the pedestrian access, shelter pads, and walkways at SunTran's bus shelters as identified in the agency's project documents on file with the Department. The project will adhere to the requirements of the state Public Transit Block Grant Program procedure 725-030-030 and the provisions of this agreement.

Updated Text:

This agreement provides state Public Transit Block Grant capital assistance to City of Ocala by providing funding to assist in purchasing the following items: engineering & design of bus driver ready-room/bathroom at bus terminal with kiosk; design and construction documents for SunTran's administration/maintenance facility; engineering & design of pedestrian access, shelter pads and walkways to bus shelters; two (2) non-revenue generating replacement full size SUVs for SunTran staff; one (1) non-revenue generating small SUV for SunTran staff; maintenance shop equipment; surveillance/security equipment for SunTran's administrative/maintenance facility and bus transfer station; and bus washer. The amount awarded is reflected in Exhibit B of this agreement or as amended. The project will adhere to the requirements of the State Public Transit Block Grant Program procedure 725-030-030 and the provisions of this agreement. All invoices submitted must also include the Project Monitoring Status Reports (FDOT Form 725-030-32).

D. Deliverable(s): Original Text:

City of Ocala will provide an anticipated project schedule that indicates the proposed timeline for the project. City of Ocala will also provide procurement documentation prior to the purchase of commodities or contractual services and will submit to the Department documentation of purchase, delivery, and/or installation for commodities. Progress will be documented in the Project Monitoring Status Report submitted with each invoice. City of Ocala will also provide a copy of the completed design study of SunTran's Administration and Maintenance Facility, the bus driver ready-room/bathroom, and the pedestrian access, shelter pads, and walkways at SunTran's bus shelters.

Updated Text:

City of Ocala will provide an anticipated project schedule that indicates the proposed timeline for the project. City of Ocala will also provide procurement documentation prior to the purchase of commodities or contractual services and will submit to the Department documentation of purchase, delivery, and/or installation for commodities. Progress will be documented in the Project Monitoring Status Report submitted with each invoice. In addition, City of Ocala will provide a copy of the completed engineering and design study of all design work related to the project and will submit documentation citing FDOT as the lienholder for the awarded vehicles.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Per FDOT Procedure 725-030-030

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
NA	NA	NA	NA	NA	NA	NA	NA
	Total Financial Assistance						

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$535,000.00	$0.00	$0.00	$535,000.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	$698,575.00	$0.00	$0.00	$698,575.00	100.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$1,233,575.00	$0.00	$0.00	$1,233,575.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

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

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

Department Grant Manager Name

Signature Date

File #: 2022-0106, **Version:** 1

Submitted By: Paul Constable

Presentation By: Sean Lanier

Department: Engineering

STAFF RECOMMENDATION (Motion Ready):
Approve contract with Asphalt Paving Systems, Inc. for pavement maintenance and rehabilitation services not to exceed amount of $3,000,000

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
This contract will be used for micro-surfacing streets and roads as identified in the City's Engineering Department Transportation Rehabilitation and Improvement Program (TRIP).

Micro-surfacing is a form of pavement preservation and life extension recommended for asphalt paved streets and roads which are in "fair" condition or better. Extending the life of streets when they are in this condition is more cost effective than waiting until they have declined to "poor" or "failed" condition when the only choice is to reclaim and reconstruct the street at a maximum cost per year of life extension.

FINDINGS AND CONCLUSIONS:
The City Engineering Department is requesting to enter into a piggy-back agreement utilizing a Sumter County, Florida competitive contract with Asphalt Paving Systems, Inc. The underlying Sumter County contract began on October 12, 2021 and has an initial term of two (2) years with the possibility of two (2) additional one (1) year renewals. The Engineering Department estimates usage of this contract will not exceed $3,000,000 for the first, two (2) year term which will be priced per project using line-item bid pricing.

FISCAL IMPACT:
Funding is available for FY2022 in G/L account # 091-020-255-541-54-46010 ($1,000,000) and will be appropriated in the upcoming years as needed.

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 City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:
- Deny
- Table
- Direct Staff Otherwise

SUPPORT MATERIALS:
Click or tap here to enter text.

COOPERATIVE PURCHASING AGREEMENT FOR CITYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES

THIS COOPERATIVE PURCHASING AGREEMENT FOR CITYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES **(**"Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **ASPHALT PAVING SYSTEMS, INC.**, a foreign for-profit corporation duly organized in the state of New Jersey and authorized to do business in the state of Florida (EIN: 22-3787755) ("Vendor").

RECITALS:

WHEREAS, after a competitive procurement process the Board of Commissioners for Sumter County, Florida, entered into a Contract for Paving Maintenance and Rehabilitation Continuing Services with Asphalt Paving Systems, Inc., for the provision of countywide professional and technical paving maintenance and rehabilitation services (the "Sumter County Agreement"); and

WHEREAS, in accordance with Chapter 287, Florida Statutes, and the City of Ocala's contracting and procurement policies and procedures, City has the legal authority to "piggyback" the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, City desires to procure citywide paving and road repair services pursuant to essentially the same terms and conditions provided under the Sumter County Agreement, as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Vendor has agreed to extend the terms, conditions, and pricing of the Sumter County Agreement to City as set forth in **Exhibit A - Piggyback Proposal Letter** attached hereto.

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

TERMS OF AGREEMENT:

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

2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meanings specified below:

A. **Piggyback Agreement**: shall mean this Cooperative Purchasing Agreement for Citywide Pavement Maintenance and Rehabilitation Services as it may from time to time be amended or modified pursuant to its terms and provisions.

B. **Sumter County Agreement**: – shall mean the Contract for Paving Maintenance and Rehabilitation Continuing Services between the Board of Commissioners for Sumter County, Florida, and Asphalt Paving Systems, Inc., dated October 12, 2021, and its exhibits, attached hereto as **Exhibit B – Sumter County Agreement** and incorporated herein by reference.

3. **INCORPORATION OF SUMTER COUNTY AGREEMENT**. The Sumter County Agreement, attached hereto as **Exhibit B**, is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the Sumter County Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.

4. **AMENDED TERMS AND CONDITIONS**. The following terms and conditions of the Sumter County Agreement are modified and replaced, in their entirety, as follows:

A. The terms "Board," and "County," shall be replaced and intended to refer to the "City of Ocala."

B. **SCOPE OF WORK**. Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Vendor to perform its obligations under this Piggyback Agreement as set forth in **Exhibit A** and **Exhibit B** attached hereto. The scope of work for the Project and Proposal under this Agreement may only be adjusted by written amendment executed by both parties.

C. **CONTRACT TERM**. This Agreement shall become effective and commence on **JANUARY 5, 2022** and continue through and including **OCTOBER 11, 2023** (the "Initial Contract Term"). This Agreement may be renewed for up to **TWO (2)** additional **ONE-YEAR (1-Year)** terms by written consent between City and Vendor.

D. **COMPENSATION**. City shall pay Vendor a maximum limiting amount not to exceed **THREE MILLION AND NO/100 DOLLARS ($3,000,000)** (the "Contract Sum") over the course of the Initial Contract Term as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents. The rates set forth in the Fee Schedule attached to **Exhibit B – Sumter County**

Agreement shall remain fixed throughout the duration of this Agreement, including both the Initial Contract Term and any Renewal Contract Term. Pricing under this Agreement may only be adjusted by written amendment executed by both parties.

(1). **Monthly Progress Payments**. The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Vendor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable federal and/or state laws.

(2). **Project Schedule and Progress Reports**. A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Vendor and the basis for payment in the event project is suspended or abandoned.

(3). **Invoice Submission**. All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Engineering Department**, Attn: **Paul Constable**, **1805 NE 30th Avenue, Building 700**, **Ocala, Florida 34470**, E-Mail: **pconstable@ocalafl.org.**

(4). **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.

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

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

overpayment at the interest rate for judgments at the highest rate as allowed by law.

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

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

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

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

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

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

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

(2). **Vendor's Opportunity to Cure Default**. City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall

diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

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

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

b) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;

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

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

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

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

H. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Vendor with a combined limit of not less than One Million Dollars ($1,000,000) for bodily injury and property damage for each accident. Vendor's commercial automobile liability insurance policy must name the City of Ocala, a political subdivision of the State of Florida, and its officials, employees, and volunteers, as additional insureds.

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

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

(2). One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for contractual liability, products and completed operations, independent contractors, and property in the care, control or custody of the Vendor.

(3). Vendor's commercial general liability insurance policy shall include Endorsement CG 20 10 11 85, or equivalent, naming the City of Ocala, a political subdivision of the State of Florida, and its officials, employees, and volunteers; as an additional insured. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.

J. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE.** Vendor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability coverage in amounts required by Florida law. If Vendor claims an exemption from workers' compensation coverage, Vendor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work.

K. **MISCELLANEOUS INSURANCE PROVISIONS.**

(1). **Insurance Requirements.** 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 this contract to cover Vendor. **No work shall be commenced under this 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.

(2). **Deductibles.** Vendor is responsible for paying any and all deductibles or self-insured retention. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld.

(3). **Certificates of Insurance**. Vendor shall provide Certificates of Insurance, accompanied by copies of all endorsements required by this section, that are issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of A-V or greater. Renewal certificates must be forwarded to the **City of Ocala Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, E-Mail:** vendors@ocalafl.org prior to the policy expiration.

(4). **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.

(5). **Severability of Interests**. Vendor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or to 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.

(6). **Mandatory Endorsements for All Required Policies**. All required policies shall include: (i) endorsement that waives any right of subrogation against the City of Ocala for any policy of insurance provided under this Agreement or under any state or federal worker's compensation or employer's liability act; and (ii) endorsement to give the City of Ocala no less than **THIRTY (30)** days written notice (with the exception of non-payment of premium which requires a **TEN (10)** calendar day notice) in the event of cancellation or material change.

L. **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.

M. **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.

N. **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.

O. **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.

P. **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.

Q. **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.

R. **NOTICES**. Any and all notices required or given pursuant to this Agreement shall be deemed to have been duly served if delivered in person to an authorized representative or sent by registered or certified mail, postage prepaid, return receipt requested to the following address:

If to Vendor: Asphalt Paving Systems, Inc.
9021 Wire Road
Zephyrhills, Florida 33540
Phone: 813-788-0010
Email: tmassey@asphaltpavingsystems.com

If to City: City of Ocala
Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-629-8366 Facsimile: 352-690-2025
Email: tkimball@ocalafl.org

Copy to: Robert W. Batsel, Jr., Esquire
Gilligan, Gooding, Batsel & Anderson, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707 Fax: 352-867-0237
Email: rbatsel@ocalalaw.com

S. **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.

T. **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.

U. **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 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:

_____

Robert W. Batsel, Jr.
City Attorney

CITY OF OCALA

_____

Ire Bethea, Sr.
City Council President

ASPHALT PAVING SYSTEMS, INC.

_____

By: _____
(Printed Name)

Title: _____

ASPHALT PAVING SYSTEMS
9021 Wire Rd • Zephyrhills, FL 33540
Phone (813) 788-0010 • Fax (813) 788-0020

October 25th, 2021

City of Ocala

RE: Piggy-Back Contract

To Whom It May Concern:

Asphalt Paving Systems, Inc. is pleased to hear that the City of Ocala wishes to utilize our "Countywide Pavement Maintenance and Rehabilitation Continuing Services" for Citywide paving and road repair. As is common practice and in compliance with Florida laws, I understand the County has requested to "piggy-back" on another agencies contract that Asphalt Paving System holds for like services.

Asphalt Paving Systems, Inc. is proposing to utilize our contract with Sumter County Contract, RFP #032-0-2021 (Countywide Pavement Maintenance and Rehabilitation Continuing Services). RFP # 032-0-2021 was awarded to Asphalt Paving Systems in October of 2021, this bid is good for all FY21/22.

All specifications, terms, and conditions will be per the original Sumter County Contract. Asphalt Paving Systems reserves the right to review all projects for constructability before agreeing to perform work under the piggyback agreement.

Respectfully,

Robert Capoferri
President

PAVEMENT MAINTENANCE AND REHABILITATION CONTINUING SERVICES

THIS AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this 12th day of October, 2021, by and between **Board of Sumter County Commissioners** (hereinafter referred to as "Board," or "County"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and Asphalt Paving Systems, Inc. (hereafter referred to as "Vendor"), whose address is 8940 Gall Blvd., Zephyrhills, Florida 33541.

RECITALS

WHEREAS, the Board has need of professional services for RFP 032-0-2021/RS; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Vendor, based on the Vendor's response to RFP 032-0-2021/RS Sumter County Pavement Maintenance and Rehabilitation Continuing Services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The relationship of the Vendor to the Board will be that of a professional Vendor and the Vendor will provide the professional and technical services required under this Agreement in accordance with acceptable professional practices and ethical standards applicable to Vendor's profession, and Vendor will endeavor to provide to the Board prompt and efficient services to the best of its ability.

2. Vendor is hereby retained and employed as a Sumter County Contactor, and will work with the Board to provide services in accordance with the scope of work outlined in RFP 032-0-2021/RS.

3. The term of this Agreement shall commence on October 12, 2021 and continue in full force for two years with an additional two (2) – one-year (1) renewals from the date established in the Notice to Proceed, unless otherwise terminated as provided in paragraph four (4) of this Agreement. The term of this Agreement does not relieve the Vendor of any future responsibility as described in paragraph six (6) of this Agreement.

4. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this Agreement is terminated, Vendor shall be authorized to receive payment for all work performed up to the date of termination.

5. With regard to compensation paid to Contractor, Contractor shall furnish to the Board an itemized invoice detailing all of Contractors hours, services, expenses and any other services utilized by the Board. The invoice shall be itemized pursuant to and in accordance with the Fees, attached hereto as Proposal Form A, and incorporated herein *in haec verba.* Contractor shall submit all invoices pursuant to the Local Government Prompt Payment Act, F.S. 218. Contractor acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of this Agreement, including both the Initial Term and any Renewal Term, and thereafter shall only be adjusted by mutual written agreement of both parties.

6. General Considerations.

a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Vendor and presented to the Board pursuant to this Agreement are and remain the property of the Board as instruments of service.
b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Vendor shall be made available to the Board upon request and shall be considered public records.
c. Vendor is required to: (i) keep and maintain public records required by Board; (ii) upon request from Board' s custodian of public records, provide Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a reasonable 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 this Agreement and following completion of this Agreement if Vendor does not transfer the records to Board; (iv) upon completion of this Agreement, transfer, at no cost, to Board all public records in possession of Vendor or keep and maintain public records required by Board.
d. If Vendor transfers all public records to Board upon completion of this Agreement, Vendor shall destroy any duplicate public records that are exempt or, confidential and exempt, from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of this Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Board, upon request from Board's custodian of public records, in a format that is compatible with the information technology systems of Board.
e. Vendor shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder (the "Records"), for a minimum of five (5) years from the date of expiration or suspension of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Board shall have the right to order, inspect, and copy all the Records as often as it deems necessary during any such period-of-time. The right to audit, inspect, and copy Records shall include all of the records of sub-Vendors (if any).
f. Vendor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
g. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT** 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.
h. Vendor shall, at all times, carry General Liability, and Worker's Compensation Insurance pursuant to the insurance requirements in RFP 032-0-2021/RS, naming Board as both a certificate holder and an additional insured in each such policy.

i. Upon Vendor's written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Vendor and Board mutually deem necessary, and Vendor may rely upon same in performing the services required under this Agreement.
j. Vendor is obligated by this agreement to comply with Section 20.055(5), Florida Statutes.
k. Any entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsive contractor may not submit a bid.

7. The Vendor may be required to provide additional services to the Board on challenges, public protests, administrative hearings or similar matters. The Vendor shall be available to represent the Board, serve as an expert witness, and provide supporting documentation as necessary. Should any other professional services be called for by the Board that are not otherwise set forth in this Agreement or any of its attachments or exhibits, charges for these services shall be agreed upon in advance by the parties hereto.

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

a. RFP 032-0-2021/RS
b. Vendor's Proposal in Response to RFP 032-0-2021/RS
c. This Agreement
d. Permits / Licenses
e. All Proposal Addenda Issued Prior to Opening Date
f. All Modifications and Change Orders Issued

9. Vendor shall be solely and entirely responsible for its tortious acts and for the tortious acts of its agents, employees, or servants during the performance of this Agreement. Vendor shall indemnify and save harmless the Board, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney' s fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of Vendor, its agents, or employees during performance under this Agreement. The foregoing is not intended, and shall not be construed, as a waiver by Board of the benefits of Section 768.28, *Florida Statutes*.

10. Vendor is, and shall be, in the performance of all services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of Board; and no provisions of Board' s personnel policies shall apply to this Agreement. None of the benefits provided by Board to its employees including, but not limited to, worker's compensation insurance and unemployment insurance, are available from Board to Vendor, or its employees, agents or servants. Vendor assumes responsibility for payment of all federal, state and local taxes imposed or required of Vendor including but not limited to FICA, FUTA, unemployment insurance, Social Security and income tax laws for which Vendor as employer is responsible. Vendor shall be solely responsible for any worker's compensation insurance required by law and shall provide the Board with proof of insurance upon demand. The parties agree that Board shall not: (a) pay dues, licenses or membership fees for Vendor; (b) require attendance by Vendor, except as otherwise specified herein; (c) control the method, manner or means of performing under this

Agreement, except as otherwise specified herein; or (d) restrict or prevent Vendor from working for any other party.

11. **Force Majeure**. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder)], when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "**Impacted Party**") and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.

12. **Attorney's Fees; and Costs of Enforcement.** In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorneys' fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the non-prevailing party. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney' s fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

13. **Law of the Agreement; Jurisdiction and Venue.** The Parties agree that the laws of the State of Florida shall govern any dispute arising from or related to this Agreement. The Parties to this Agreement agree that venue and jurisdiction is mandated to lie only in the state courts located in Sumter County, Florida. Removal of this case to federal court is not permitted. Litigation in federal court is precluded by agreement of the parties hereto. If, even though precluded by agreement of the Parties hereto, litigation arising from or based upon this contract should be mandated by a court of competent jurisdiction issued pursuant to a duly noticed hearing giving Sumter County adequate time to respond and all of the benefits of due process to lie in the proper venue or jurisdiction of a federal court, that federal court shall only be in the Middle District of Florida, Ocala Division. The Parties further agree that entry into this agreement constitutes irrevocable consent that the exclusive venue for any such dispute shall lie solely in the state or county courts in and for Sumter County, Florida. The Parties expressly and irrevocably waive any right(s) to removal of any such dispute to any federal court, unless the federal court has exclusive jurisdiction; in such cases, the parties agree that the exclusive venue for any such disputes shall be the United States District Court, in and for the Middle District of Florida, Ocala Division. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world, such party waives any argument that said party is not subject to the jurisdiction of the state courts located in Sumter County, Florida and that the laws of the state of Florida.

14. **Entire Agreement**. This Agreement contains the entire agreement of the Parties and may not be changed except by written agreement duly executed by the Parties hereto. This Agreement supersedes any prior understandings or agreements between the Parties, and there are no representations, warranties, or oral agreements other than those expressly set forth herein.

15. **Assignment.** This Agreement shall not be assigned nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of County. No such approval by County of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of County. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that County shall deem necessary.

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

17. **E-Verify**: system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees.

18. The Vendor agrees to certify to the Board that Vendor is in compliance with the federal E-Verify program, including obtaining written certification from all sub-Vendors who will participate in the performance of scope of services contemplated in this Agreement. All sub-Vendor certifications must be kept on file by the Vendor and made available to the state and/or the Board upon request. The Board reserves the right to take action against any Vendor deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of this Agreement and/or suspending or debarring the Vendor from performing services for the County.

19. **Conflict of Interest.** Vendor shall notify Board in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Board.

20. **Corporate Status; Change of Ownership.** If Vendor is a non-governmental, corporate entity:

    a. *Corporate Status*. Vendor shall ensure that the corporate status shall continuously be in good standing and active and current with the state of its incorporation and the State of Florida and at all times throughout the Term, and any renewal or extension hereof. Failure of the Vendor to keep its corporate status active and current shall constitute a material breach under the terms of this Agreement.

    b. *Change of Ownership*. Vendor shall notify County immediately upon any change in corporate ownership or any substitution of the key professional assigned (the "Key Person") to perform under this Agreement ("Change of Ownership"). County shall have the option of cancelling this Agreement if a Change of Ownership is not suitable to it, provided however, no cancellation

shall relieve the Vendor of its obligations to perform the work described herein or for liability for breach of same. A Change of Ownership means the occurrence of any one or more of the following: a sale, lease, or other disposition of 50% or more of the interest or assets of the company or corporation; a merger, reverse merger or consolidation with another entity; a transaction wherein a third-party becomes the beneficial owner having fifty (50%) percent or more interest in the corporation or company; or fifty (50%) percent or more of the total number of votes that may be cast for any act of the entity.

21. **Default.** Neither Party shall declare the other party in default of any provision of this Agreement without giving the other party at least ten (10) days advance written notice of intention to do so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

22. **Dispute Resolution.** All disputes arising out of or in connection with this Agreement shall be attempted to be settled through good-faith negotiation between the Parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties. Failing resolution through negotiation or mediation, either Party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity as defined herein below.

23. **Jointly Drafted.** The Parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the Parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

24. **Parties Acknowledgement; Parties Bound**. The Parties acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this Agreement to be executed on their respective behalf by the authorized officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, heirs, and personal representatives.

25. **Waiver**. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

26. **Time is of the Essence**. Time shall be of the essence of this Agreement.

27. **Survivability.** Any provision of this Agreement which obligates any of the Parties to perform an obligation either before the commencement of the Term or after the expiration of the Term, or any renewal or extension thereof, shall be binding and enforceable notwithstanding that performance is not within the Term, and the same shall survive.

28. **Severability.** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

29. **Counterparts.** This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

30. **Section and Paragraph Headings.** Captions or paragraph headings herein contained are for organizational convenience only and shall not be constructed as material provisions of this agreement or to limit any provisions hereunder.

31. **Cooperation; Supplementary Actions**. All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.

32. **Miscellaneous.** Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.

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

34. **Notice.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be made in writing and shall be personally delivered to the individuals listed below, sent via prepaid courier or overnight courier, or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the addresses (and individuals) set forth below. No other form of electronic communications (Facebook, Twitter, Text) will be deemed Notice.

FOR THE BOARD	FOR THE VENDOR
Name: Bradley S. Arnold	Name:
Address: 7375 Powell Road, Wildwood, FL 34785	Address:
Title: County Administrator	Title:
Date: 10/12/21	Date:

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

SEAL

ATTEST:

By: Melissa Ellcott D.C

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Chairman

Date Signed: 10/12/21

ATTEST:

By:

ASPHALT PAVING SYSTEMS, INC.

By: Robert Capoferri, President

Date Signed: 10-15-2021

REQUEST FOR PROPOSALS

FOR

SUMTER COUNTY
PAVEMENT MAINTENANCE AND REHABILITATION CONTINUING SERVICES
RFP # 032-0-2021

Board of Sumter County Commissioners
Purchasing Division
319 E. Anderson Avenue
Bushnell, FL 33513

Phone (352) 689-4400 Fax (352) 689-4401

Date of Issue: August 13, 2021

PROPOSAL DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUMBITTED

The following documents and forms in the following arrangement must accompany each proposal or alternate proposal submitted:

Documents that are mandatory and MUST accompany the submittal of the bid in order for the submission to be considered:

- ☐ One (1) original proposal, clearly labeled "Original"
- ☐ Proposal Cover Page. This is to be used as the first page of the RFP. This form must be fully completed and signed by an authorized officer of the vendor.
- ☐ Proposer Certification / Addenda Acknowledgement Form
- ☐ Statement of General Terms and Conditions
- ☐ A sworn, notarized Statement of Contractor's Experience and Personnel
- ☐ A sworn, notarized Drug Free Work Place Certificate must accompany each proposal or alternate proposal.
- ☐ A sworn, notarized Statement of Public Entity Crimes
- ☐ Unit Price Proposal Form A
- ☐ Proposal Form B
- ☐ List of Proposed Sub-Contractors/Supplier – Proposal Form C
- ☐ A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Proposal Form (if applicable).
- ☐ Anti-Collusion Statement
- ☐ Hold Harmless Agreement
- ☐ Florida Contractor's License
- ☐ Florida Department of Transportation (FDOT) Pre-Qualifications

Documents that are required as part of the submittal but will be considered minor discrepancies if turned in within 24 business hours (Monday – Friday 8:00 a.m. to 5:00 p.m.) after opening of the bid and are found to be in compliance with the purchasing standards of Sumter County:

- ☐ Three (3) printed copies of the proposal in its entirety; and one (1) electronic single PDF version not password protected of the original submitted proposal in its entirety.
- ☐ E-Verify Certification Form
- ☐ Electronic signature page of the E-Verify Memorandum of Understanding from the Department of Homeland Security. This must be dated prior to the RFP due date.

	Address	1026 26th Avenue E Bradenton, FL 34208
	Telephone Number	941-720-1085
	Project Description	Micro-surfacing/ Chip Seal
	Date & Amount	3/1/16 -2019 $850,000.00
	Email	brian.martineau@mymanatee.org
11	Project Name	Asphalt Pavement Preservation
	Owner	City of Jacksonville
	Contact	Janet Duffy
	Address	6455 Powers Ave Jacksonville, FL 32217
	Telephone Number	904-733-1478
	Project Description	Micro-surfacing
	Date	FY 2018-2019
	Email	jduffy@eismanrusso.com
12	Project Name	Pavement Preservation
	Owner	City of Tallahassee
	Contact	Art Sivilla
	Address	300 S. Adams St Tallahassee, FL 32301
	Telephone Number	850-570-7758
	Project Description	Micro-surfacing / Chip Seal / Cape Seal
	Date & Amount	FY 2018-2019
	Email	arturo.sivilla@talgov.com
13	Project Name	Michigan Blvd. Reclamation Project
	Owner	City of Dunedin
	Contact	
	Address	737 Louden Avenue, 2nd Floor Dunedin, FL 34697
	Telephone Number	727-298-3208
	Project Description	FDR / SP 9.5/Micro
	Date & Amount	2018
14	Project Name	RFQ 17619, 2: Neighborhood Resurfacing and Pavement Treatment
	Owner	Hillsborough County BOCC
	Contact	
	Address	601 E. Kennedy Blvd, 22nd Floor Tampa, FL 33602
	Telephone Number	813-307-1868
	Project Description	MICRO/CHIP SEAL/CAPE SEAL
	Date & Amount	2019

- ☒ Bid Document Checklist of Items Required to be Submitted
- ☒ W-9
- ☒ A Certificate of Insurability, acceptable to the County, shall accompany each bid or alternate bid, in the amounts as prescribed by State and Sumter County BOCC .
    - All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Sumter County BOCC. Prior to commencing services pursuant to the award of this bid, the Contractor shall furnish to the Sumter County BOCC certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Vendor shall provide the Sumter County BOCC with proof that required coverage has been extended.

Date: **9/27/2021**

I, **Robert Capoferri** (name), an authorized officer of **Asphalt Paving Systems, Inc.** (company/vendor), confirm that the above listed documents are provided in our company's bid being submitted to Sumter County and confirm I have read and understand the RFP document in its entirety.

PART 4
PROPOSALS DOCUMENTS

PROPOSALS COVER PAGE

Name of Firm, Entity or Organization: Asphalt Paving Systems, Inc.

Federal Employer Identification Number (FEIN): 22-3787755

State of Florida License Number (If Applicable):

Name of Contact Person: Amanda Reichart

Title: Contract Administrator

E-Mail Address: Amandareichartaps@gmail.com/FLEstimating@asphaltpavingsystems.com

Mailing Address: 8940 Gall Blvd. Zephyrhills, FL 33541

Street Address (if different): 9021 Wire Rd.

City, State, Zip: Zephyrhills, FL 33540

Telephone: 813-788-0010 **Fax:**

Organizational Structure – Please Check One:

Corporation [X] **Partnership** [ ] **Proprietorship** [ ] **Joint Venture** [ ] **Other** [ ]

If Corporation:
Date of Incorporation: 2/20/2001 **State of Incorporation:** New Jersey

States Registered in as Foreign Corporation: Florida

Authorized Signature:

Print Name: Robert Capoferri

Signature:

Title: President

Phone: 813-788-0010

This document must be completed and returned with your Submittal.

6.	Project Name	Annual Microsurfacing Project
	Owner	City of Ft. Lauderdale
	Contact	Barbara Howell
	Address	100 N. Andrews Avenue
		Fort Lauderdale
	Telephone Number	954-828-4505
	Project Description	MICRO / CRACK SEAL
	Date	December 5th 2017-2019
	Email	bhowell@fortlauderdale.gov

7.	Project Name	Annual Pavement Preservation Treatments
	Owner	City of Lakeland
	Contact	Troy McCain
	Address	407 Fairway Drive
		Lakeland, FL 33801
	Telephone Number	863-834-3306
	Project Description	MICRO / CRACK SEAL
	Date & Amount	Jan-19
	Email	troy.mccain@lakelandgov.net

8.	Project Name	Pavement Alternative Methods (term contract)
	Owner	Polk County
	Contact	Katia Delgado
	Address	300 Sheffield Road
		Winter Haven, FL 33880
	Telephone Number	863-393-4114
	Project Description	CIR / SP 9.5 / MICRO / CHIP / FDR / CRACK SEAL/CAPE SEAL
	Date & Amount	5/30/17 -2019 $3,000,000
	Email	KatiaDelgado@polk-county.net

9.	Project Name	RFB RD 95-15 Pavement Preservation
	Owner	Okaloosa County
	Contact	Bryan Moore
	Address	302 N. Wilson Street, Suite 203
		Crestview, FL 32526
	Telephone Number	850-689-5772
	Project Description	CHIP / MICRO / CRACK SEAL
	Date	Apr-19
	Email	bmoore@co.okaloosa.fl.us

10.	Project Name	Yearly Road Building Services
	Owner	Manatee County
	Contact	Brian Martineau

Micro Surfacing & Crack Seal References

1.	Project Name	C12-05-167; Chip Seal and Asphalt Surfacing
	Owner	St Lucie County
	Contact	Christopher Lestrange
	Address	2300 Virginia Avenue
		Ft. Pierce, FL 34982
	Telephone Number	772-462-2511
	Project Description	MICRO / CRACK SEAL / FDR / CHIP
	Date	7/5/16 - Current
	Email	lestrangec@stlucieco.org
2.	Project Name	Annual Micro Surfacing
	Owner	Osceola County
	Contact	Shane King
	Address	1 Courthouse Square
		Kissimmee, FL 34741
	Telephone Number	407-742-7522
	Project Description	CHIP / FOG/MICRO
	Date	2019-2020
	Email	Shane.King@Osceola.org
3.	Project Name	Annual Resurfacing FY 18-19
	Owner	City of Zephyrhills
	Contact	Shane LeBlanc
	Address	5335 8th Street
		Zephyrhills, FL 33542
	Telephone Number	813-780-0022
	Project Description	MICRO / SP 9.5 / CHIP/CAPE SEAL
	Date	Jan-19
	Email	sleblanc@ci.zephyrhills.fl.us
5.	Project Name	2017 Roadway Resurfacing and Striping
	Owner	City of Seminole
	Contact	Jeremy Hockenbury
	Address	9199 113th Street N
		Seminole, FL 33772
	Telephone Number	727-397-6383
	Project Description	MICRO / CRACK SEAL / SP 9.5
	Date & Amount	7/1/17 - $155,000
	Email	jhockenbury@myseminole.com

PROPOSER'S CERTIFICATION

Submit To: Sumter County Board of County Commissioners 319 E. Anderson Avenue Bushnell, Florida, 33513 Phone 352-689-4400 Fax 352-689-4401	SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS REQUEST FOR PROPOSALS (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT

DUE DATE: September 27, 2021	**DUE TIME: 9:30 a.m.**	**RFP # 032-0-2021/RS**

TITLE: Sumter County Pavement Maintenance and Rehabilitation Continuing Services

VENDOR NAME: Asphalt Paving Systems, Inc.	**PHONE NUMBER:** 813-788-0010
VENDOR MAILING ADDRESS: 8940 Gall Blvd.	**FAX NUMBER:**
CITY/STATE/ZIP: Zephyrhills, FL 33541	**E-MAIL ADDRESS:** FLEstimating@asphaltpavingsystems.com

"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose."

N/A Addendum #	N/A Addendum #	N/A Addendum #	N/A Addendum #	N/A Addendum #

"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for Sumter County Board of County Commissioners (BOCC), respondent agrees that if this Proposals is accepted, the respondent will convey, sell, assign, or transfer to the Sumter County BOCC all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the COUNTY. At the Sumter County BOCC discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."

Robert Capoferri, President Authorized Agent Name, Title (Print)	Authorized Signature	9/27/2021 Date

This form must be completed and returned with your Submittal

STATEMENT OF GENERAL TERMS AND CONDITIONS
REFERENCE & SIMILAR PROJECTS EXPERIENCE FORM

PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposals/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Vendor 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.

INDEMNIFICATION : The Contractor agrees to indemnify and hold harmless Board of Sumter County Commissioners, 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 this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the tenant.

PROHIBITION OF LOBBYING: During the black out period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposals, or Qualifications, or Information, as applicable, are received at Contracts / Purchasing and the time the Board awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the Board, or any Board employee other than the Purchasing Division Manager. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposals (RFP) or Invitation to Bid (BID) must be submitted in writing to the Board's Purchasing Division Manager.

ANTI TRUST LAWS: By submission of a signed RFP or BID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the Boards at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any vendor as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the Purchasing Division Manager before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposals/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/BID's received. The Board and/or his VENDOR do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposals/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are herby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFP's/BID's must make an appointment by calling the Purchasing Division Manager at (352) 689-4400. All RFP's/BID's submitted in response to this solicitation become the property of the Board. Unless information submitted is proprietary, copy written, trademarked, or patented, the Board reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

TAXES: The Board of Sumter County Commissioners is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposals in connection with the work for which their RFP/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

PROPOSER RESPONSIBILITY: Invitation by the Boards to vendors is based on the recipient's specific request and application to DemandStar by Onvia at www.DemandStar.com (800) 711-1712 or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

OWNERSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of the Board. Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

VENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Purchasing Division Manager will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: **All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.**

This document must be completed and returned with your Submittal.

BOARD OF SUMTER COUNTY COMMISSIONERS, are political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the Boards. Submittals not meeting stated minimum terms and qualifications may be rejected by the Boards as non-responsive. The Boards reserve the right to reject any or all submittals without cause. The Boards reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Boards, or who has failed to perform faithfully any previous contract with the Boards or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Nextel time is hereby established as the Official Time of the Boards.

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as _____," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

AWARD OF BID: It is the Boards' intent to select a vendor within **sixty (60) calendar days** of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as the Boards may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Boards reserve the right to make investigations of the qualifications of the firm as it deems appropriate.

PREPARATION COSTS: The Boards shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the Boards' representative (Purchasing Division Manager). All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):
The Vendor by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval – without the vendor's approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the Purchasing Division Manager. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a Proposals/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay any DemandStar fees or any shipping).

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/BID's are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The Purchasing Division Manager is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the Boards unless evidenced by a Change Notice issued and signed by the Purchasing Division Manager, or designated representative.

QUANTITIES: The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Boards within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original Board format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED: Robert Capoferri, President

(Signature and Date)

Date & Amount 2019

EXHIBIT B - Sumter County Agreement

CONTRACT #: CIP/211032

	Kissimmee, FL 34741
Telephone Number	407-742-7522
Project Description	CHIP / FOG/MICRO
Date & Amount	
Email	Shane.King@Osceola.org

Project Name	2016 Street Resurfacing Project
Owner	City of Davenport
Contact	Darryl Koon
Address	1 South Allapaha Avenue
	Davenport, FL 33836
Telephone Number	863-419-3300
Project Description	CHIP
Date & Amount	10/30/16 - $250,022.90
Email	

Project Name	Chip Seal Bid No. 15-601
Owner	Nassau County
Contact	David Hern
Address	37356 Pea Farm Road
	Hilliard, FL 32046
Telephone Number	904-530-6175
Project Description	CHIP / FOG
Date & Amount	8/10/2017 - $120,000.00
Email	Dhern@nassaucountyfl.com

Project Name	RFB RD 95-15 Pavement Preservation
Owner	Okaloosa County
Contact	Bryan Moore
Address	302 N. Wilson Street, Suite 203
	Crestview, FL 32526
Telephone Number	850-689-5772
Project Description	CHIP / MICRO / CRACK SEAL
Date & Amount	7/1/16 - $174,108.80
Email	bmoore@co.okaloosa.fl.us

Project Name	Piggyback-Pavement Alternative Methods (term contract)
Owner	Brevard County
Contact	Bruce Black
Address	2825 Judge Fran Jamieson Way
	Melbourne, FL 32940
Telephone Number	321-690-6815
Project Description	Chip

*** PLEASE SEE ATTACHED***

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		
Brief Description of Project:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		
Brief Description of Project:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		
Brief Description of Project:		

CONTRACTOR'S AFFIDAVIT

State of Florida
County of Pasco

Before me personally appeared Robert Capoferri who is *(title)* President of *(the company described herein)* Asphalt Paving Systems, Inc. being duly sworn, deposes and says that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by The Sumter County Board of County Commissioner deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known x or Produced Identification _____

Sworn to and subscribed before me this 27th day of September, 2021

NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

Amanda Reichart
(Print Name of Notary Public)

(seal)

AMANDA R REICHART
Commission # GG 177629
Expires January 22, 2022
Bonded Thru Budget Notary Services

This document must be completed and returned with your Submittal

Chip References

Project Name	Lorraine Road Cold Recycle
Owner	Manatee County
Contact	Brian Martineau
Address	1026 26th Avenue E
	Bradenton, FL 34208
Telephone Number	941-720-1085
Project Description	Chip
Date & Amount	

Project Name	C12-05-167; Chip Seal and Asphalt Surfacing
Owner	St Lucie County
Contact	Christopher Lestrange
Address	2300 Virginia Avenue
	Ft. Pierce, FL 34982
Telephone Number	772-462-2511
Project Description	MICRO / CRACK SEAL / FDR / CHIP
Date & Amount	7/5/16 - $325,074.00

Project Name	Pavement Alternative Methods (term contract)
Owner	Polk County
Contact	Katia Delgado
Address	300 Sheffield Road
	Winter Haven, FL 33880
Telephone Number	863-393-4114
Project Description	CIR / SP 9.5 / MICRO / CHIP / FDR
Date & Amount	5/30/17 - $3,000,000

Project Name	Annual Resurfacing FY 16-17
Owner	City of Zephyrhills
Contact	Shane LeBlanc
Address	5335 8th Street
	Zephyrhills, FL 33542
Telephone Number	813-780-0022
Project Description	MICRO / SP 9.5 / CHIP
Date & Amount	2/1/16 - $249,987.50

Project Name	
Owner	Osceola County
Contact	Shane King
Address	1 Courthouse Square

Contact	Brian Martineau
Address	1026 26th Avenue E
	Bradenton, FL 34208
Telephone Number	941-720-1085
Project Description	CIR Lakewood Ranch Blvd
Date & Amount	3/14/2019 $728,042.00

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

Asphalt Paving Systems, Inc.

(print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that my be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under Proposals or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under Proposals or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Robert Capoferri

Authorized Signature

9/27/21

Date Signed

State of: Florida

County of: Pasco

Sworn to and subscribed before me this 27th day of September, 20 21

Personally known x or Produced Identification _____

(Specify Type of Identification)

Signature of Notary

AMANDA R REICHART
Commission # GG 177629
Expires January 22, 2022
Bonded Thru Budget Notary Services

My Commission Expires January 22, 2022

(seal)

This document must be completed and returned with your Submittal

EXHIBIT B - Sumter County Agreement

CONTRACT #: CIP/211032

HOLD HARMLESS AGREEMENT

The Contractor/Vendor is required to purchase and maintain minimum limits of $1,000,000 per occurrence for all liability, which includes general liability and, if applicable, automobile liability. Other coverage may be required where applicable.

The Contractor/Vendor agrees to hold the Sumter County Board of County Commissioners harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, unless such claims are a result of the County's sole negligence.

The Contractor/Vendor shall purchase and maintain workers' compensation insurance & employer's liability in accordance with Florida Statute Chapter 440.

The Contractor/Vendor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the County representative requesting the service.

By signature upon this form the Contractor/Vendor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Asphalt Paving Systems, Inc.	Robert Capoferri, President
Contractor/Vendor-Print Name	**Signature**
IFB#032-0-2021-Pavment Maintenace & Rehabilitation Continuing Services	9/27/2021
Project Name	**Date**

The effective dates of this Hold Harmless Agreement shall be for the duration of the contract associated with this project.

This document must be completed and returned with your Submittal

Cold-in-Place Recycling References

Project Name	Cold In Place Bituminous Base Recycling with Apshalt Resurfacing
Owner	Orange County
Contact	Eddy Quinn
Address	4200 S John Young Pkwy
	Orlando, FL 32839
Telephone Number	407-836-7960
Project Description	CIR
Date & Amount	5/30/17 -2019 $3,391,350.00
	Edward.Quinn@ocfl.net

Project Name	Lorraine Road Cold Recycle
Owner	Manatee County
Contact	Brian Martineau
Address	1026 26th Avenue E
	Bradenton, FL 34208
Telephone Number	941-720-1085
Project Description	CIR Clay Gully Rd
Date & Amount	2019

Project Name	2015-2016 Annual Asphalt Pavement Rehabilitation
Owner	Pasco County
Contact	Efrain Figueroa
Address	8919 Government Drive
	New Port Richey, FL 34654
Telephone Number	727-834-3601
Project Description	FDR / CIR / MICRO / CRACK SEAL
Date & Amount	9/30/17 -2019 $5,000,000

Project Name	
Owner	Seminole County
Contact	Calvin Landers
Address	100 E. 1st Street
	Sanford, FL 32771
Telephone Number	407-665-2332
Project Description	CIR Lake Markham Rd
Date & Amount	4/1/2018 $601,660.00
	clanders02@seminolecountyfl.gov

Project Name	Lakewood Ranch Blvd CIR / AJAX
Owner	Manatee County

Project Name	Full Depth Reclamation Project
Owner	City of Dunedin
Contact	
Address	737 Louden Avenue, 2nd Floor
	Dunedin, FL 34697
Telephone Number	727-298-3208
Project Description	FDR (Cement & Emulsion)
Date	Sep. 2019

Project Name	Pavement Alternative Methods (term contract)
Owner	Polk County
Contact	Katia Delgado
Address	300 Sheffield Road
	Winter Haven, FL 33880
Telephone Number	863-393-4114
Email:	KatiaDelgado@polk-county.net
Project Description	FDR (Cement & Emulsion)
Date	5/30/17 - 12/31/2018

Project Name	Piggyback of Polk Co. Pavement Alternative Methods (term contract)
Owner	City of St Cloud
Contact	Dianna Rawleigh
Address	1300 9th Street
	St Cloud FL
Telephone Number	407-957-7103
Project Description	FDR (Cement & Emulsion) Nolte Rd
Date & Amount	4/1/2018 $ 1,450,255.00
Email:	dianna.rawleigh@stcloud.org

Project Name	Piggyback-Pavement Alternative Methods (term contract)
Owner	Brevard County
Contact	Bruce Black
Address	2825 Judge Fran Jamieson Way
	Melbourne, FL 32940
Telephone Number	321-690-6815
Email:	bruce.black@brevardfl.gov
Project Description	FDR (Cement & Emulsion)
Date & Amount	2019-2020 $2,000,000

E-Verify Vendor/Contractor/Subcontractor Certification

E-Verify is a federal system established by the Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. Detailed E-Verify program information for employers can be found at http://www.dhs.gov/e-verify.

Vendors must certify compliance with the federal E-Verify program for all employees hired on or after the date of the contractor's registration on the Department of Homeland Security website http://www.dhs.gov/e-verify by providing the Memorandum of Understanding electronic signature page with date of registration and company ID number (see example below) and this E-Verify Certification form. In the case of contractors, this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. The certification below has been prepared for all County vendors and contractors to use for this purpose. All subcontractor certifications must be kept on file with the contract vendor and made available to the state and/or County upon request.

CERTIFICATION

I certify that the company shown below is in compliance with the above statement and that I am authorized to sign on its behalf.

Name of Company: Asphalt Paving Systems, Inc.

Authorized signature:

Printed name & Title: Robert Capoferri, President

Address: 9021 Wire Road Zephyrhills, FL 33540

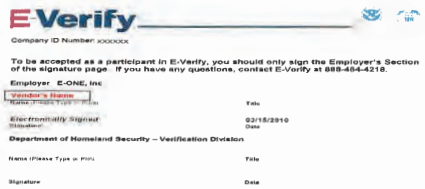
Date: 9/27/2021

Telephone Number: 813-788-0010

E-mail address: Amandareichartaps@gmail.com/ FLEstimating@asphaltpavingsystems.com

Sumter County reserves the right to determine how it will respond to any instances of non-compliance or false certification of compliance. Potential County actions include, but are not limited to, cancellation of the contract and/or suspending or debarring the contract vendor from performing services in any aspect to the County.

Please contact the Purchasing Division at 352-689-4400 with questions regarding this requirement.


E-Verify

Company ID Number: XXXXXX

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer E-ONE, Inc

Vendor's Name

Name (Please Type or Print) Title

Electronically Signed 02/15/2010

Signature Date

Department of Homeland Security – Verification Division

Name (Please Type or Print) Title

Signature Date

This document must be completed and returned with your Submittal.

ANTI-COLLUSION STATEMENT

By signing this form, the vendor agrees that this quote is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud,

IT IS AGREED BY THE UNDERSIGNED VENDOR. THAT THE SIGNING AND DELIVERY OF THE QUOTE REPRESENTS THE VENDOR'S ACCEPTANCE. OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE BOARD OF SUMTER COUNTY COMMISSIONERS

NAME OF FIRM: Asphalt Paving Systems, Inc.

[Sign in ink in the space provided below]

SIGNED BY: Robert Capoferri

TITLE: President

ADDRESS: 9021 Wire Road

CITY & STATE: Zephyrhills, FL 33540

TELEPHONE: 813-788-0010

No quotes will be withdrawn for a period of sixty (60) days subsequent to the opening of quotes, without the consent of the Board of Sumter County Commissioners.

NO QUOTE (Reason):

This document must be completed and returned with your Submittal

Full Depth Reclamation References

Asphalt Paving Systems, Inc.

Project Name	City of Palm Bay Eldron Unit 41/
Owner	City of Palm Bay (VA Paving Was Prime Contractor)
Contact	Hector Franco
Address	120 Malabar Road SE
	Palm Bay, FL 32907
Telephone Number	321-952-3400
Project Description	FDR (Cement & Emulsion)
Date & Amount	10/1/2019 $1,071,501.05

Project Name	C12-05-167; Chip Seal and Asphalt Surfacing (Term)
Owner	St Lucie County
Contact	Christopher Lestrange
Address	2300 Virginia Avenue
	Ft. Pierce, FL 34982
Telephone Number	772-462-2511
Email:	lestrangec@stlucieco.org
Project Description	FDR (Cement & Emulsion)
Date	7/5/16 - 12/31/2019

Project Name	CR-278 (Peacock Rd) Anderson Columbia was prime contractor
Owner	Jackson County
Address	2864 Madison Street
	Marianna, FL 32448
Telephone Number	850-482-9677 (Jackson County)
Contact	Kevin Buchanan (Anderson Columbia)
Email:	Kkevinb@andersoncolumbia.com
Project Description	FDR (Cement & Emulsion)
Date & Amount	Jan. 2020 $350,000

Project Name	Annual Asphalt Pavement Rehabilitation (Term Contract)
Owner	Pasco County
Contact	Efrain Figueroa
Address	8919 Government Drive
	New Port Richey, FL 34654
Telephone Number	727-834-3601
Email:	efigueroa@pascocountyfl.net
Project Description	FDR (Cement & Emulsion)
Date & Amount	9/30/17 - 12/31/2018 $5,000,000

Project Name	Annual Resurfacing FY 18-19
Owner	City of Zephyrhills
Contact	Shane LeBlanc
Address	5335 8th Street
	Zephyrhills, FL 33542
Telephone Number	813-780-0022
Email	sleblanc@ci.zephyrhills.fl.us
Project Description	Mill, Paving, Micro and Chip Seal
Date & Amount	1/1/2019 $391,557.40

STATEMENT OF PUBLIC ENTITY CRIMES

This is a sworn statement under Section 287.133(3)(a), Florida Statutes, on public entity crimes and must be signed in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted with Bid, Proposal or Contract No. RFP# 032-0-2021 for Pavment Maintenace & Rehabilitation Continuing Services.

2. This sworn statement is submitted by Asphalt Paving Systems, Inc.
(Name of entity submitting sworn statement)
whose business address is:
9021 Wire Road Zephyrhills, FL 33540

Its Federal Employer Identification Number (FEIN) is 22-3787755. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. I understand that a *Public Entity Crime* as defined in Paragraph 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, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that *convicted* or *conviction* as defined in Paragraph 286.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial or entry of a plea of guilty or nolo contendere.

5. I understand that an *affiliate* as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
   (a) A predecessor or successor of a person convicted of a public entity or crime; or

   (b) An entity under the control of a natural person who is active in the management of the entity and who has been convicted of a public entity crime. *Affiliate* includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an *affiliate*.

6. I understand that a *person* as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. *Person* includes those officers, directors, executives, shareholders, partners, employees, members, and agents who are active in management of an entity.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

__x__ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____
(Signature) Robert Capoferri

Sworn to and subscribed before me this 27th day of September, 2021.

Personally Known __x__ _____

OR produced identification _____ Notary Public – State of FL

_____ My commission expires January 22, 2022
Type of identification produced

AMANDA R REICHART
Commission # GG 177629
Expires January 22, 2022
Bonded Thru Budget Notary Services

_____
(Printed, typed or stamped
Commissioned name of notary public)

This document must be completed and returned with your Submittal

Paving References

Asphalt Paving Systems, Inc.

Project Name	Annual Asphalt Pavement Rehabilitation (Term Contract)
Owner	Pasco County
Contact	Michael Silvery
Address	4454 Grand Blvd.
	New Port Richey, FL 34654
Telephone Number	727-834-3601
Email:	msilvey@pascocountyfl.net
Project Description	Little Road; Milling and Paving
Date & Amount	January 2021 $ 2,012,572.09

Project Name	Gulfport Resurfacing
Owner	City of Gulfport
Contact	Kendrix Anderson
Address	2401 53rd Street South
	Gulfoort, FL 33707
Telephone Number	727-893-1083
Email:	Kanderson@mygulfport.us
Project Description	Milling and Paving
Date & Amount	January 2021 $ 371,000.00

Project Name	Street Rehabilitation
Owner	City of St. Pete Beach
Contact	Brett Warner
Address	155 Corey Avenue
	St. Pete Beach, FL 33706
Telephone Number	727-363-9254
Email:	N/A
Project Description	Milling and Paving
Date & Amount	January 2021 $ 905,428.30

Project Name	Bid No. 20-062; Roadway Surfacing, Recontruction and Preservation
Owner	St Lucie County
Contact	Christopher Lestrange
Address	2300 Virginia Avenue
	Ft. Pierce, FL 34982
Telephone Number	772-462-2511
Email:	lestrangec@stlucieco.org
Project Description	FDR, Chip Seal, and Mill & Paving
Date & Amount	January 2021 $ 1,522,454.01

E-Verify

Company ID Number: 1215880

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STATEMENT OF "NO PROPOSALS"

RFP # 032-0-2021/RS

If you do not intend to submit a Proposal for this project, please complete and return this form prior to date shown for receipt of Proposals to: Sumter County BOCC, 319 E. Anderson Avenue, Wildwood, Florida 34785. Attn: Mrs. Becky Segrest.

We, the undersigned, have declined to submit a Proposal for your **RFP # 032-0-2021/RS Sumter County Pavement Maintenance and Rehabilitation Continuing Services** for the following reasons:

_____ Specifications are too "tight", i.e. geared toward one twine or manufacturer only (please explain reason below)

_____ Insufficient time to respond to Request for Proposals.

_____ We do not offer this product/s or equivalent.

_____ Remove us from your vendor's list for this commodity or service.

_____ Our product schedule would not permit us to perform to specifications.

_____ Unable to meet specifications.

_____ Unable to meet insurance requirements.

_____ Specifications unclear (please explain below).

_____ Competition restricted by pre-approved owner standards.

_____ Other (please specify below or attach a separate sheet).

Remarks:

_____

_____

_____

"We understand that if this "No Proposals" letter is not executed and returned, our name may be deleted from the list of qualified proposers for the owner for future projects or commodities".

Company Name: _____

Address: _____

Signature and Title: _____

Telephone Number _____ Date _____

Countywide Pavement Maintenance and Rehabilitation Continuing Services

Unit Price Proposal Form A

The following unit costs shall include all material, labor, equipment, and any other additional charges including but not limited to mobilization and maintenance of traffic (MOT) required to accomplish the work of the unit cost. Variable message boards are the one exception to this. Partial bids will be accepted on a per category basis.

Bid award will be based on the total unit pricing for each category listed in the unit price proposal. Bidders are NOT required to bid each category, but must provide pricing for ALL line items listed in those categories they are capable of producing and have prior applicable experience. Sumter County reserves the right to award a contract to one or more vendors.

CATEGORY A – MILLING PER TASK ORDER	UNIT	0 - 1,000	1,001 - 5,000	5,001 - 10,000	10,001 - 25,000	Over 25,000
1"	Sq. Yd.	$12.50	$6.50	$4.25	$3.45	$2.95
2"	Sq. Yd.	$12.50	$6.50	$4.50	$3.70	$3.15
3"	Sq. Yd.	$14.50	$7.25	$5.25	$4.50	$3.75
4"	Sq. Yd.	$15.75	$7.75	$5.75	$5.15	$4.50
5"	Sq. Yd.	$17.75	$8.00	$7.00	$6.25	$5.25
6"	Sq. Yd.	$20.00	$8.25	$7.25	$6.75	$6.00
Asphalt and/or profile millings deductive alternate for Contractor to deliver and transport	Cu. Yd.	$-1.00	$-1.00	$-1.00	$-1.00	$-1.00
CATEGORY A SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category A)		**$92.00**	**$43.25**	**$33.00**	**$28.80**	**$23.60**
CATEGORY A TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category A)				**$220.65**		

E-Verify

Company ID Number: 1215880

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Michelle Donio
Phone Number (609) 561 - 4161 ext. 207
Fax Number (609) 567 - 2824
Email Address mdonio@asphaltpavingsystems.com

Name Tammi Massey
Phone Number (609) 561 - 4161 ext. 214
Fax Number (609) 567 - 2824
Email Address tmassey@asphaltpavingsystems.com

Name Steven G Plummer
Phone Number (609) 561 - 4161 ext 215
Fax Number (609) 567 - 2824
Email Address steve.plummer@comcast.net

E-Verify

Company ID Number: 1215880

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)
NEW JERSEY	1 site(s)

CATEGORY B – STRUCTURAL OVERLAY - ASPHALT TYPES PER TASK ORDER	UNIT	0-100	101-500	501– 1,000	1,001–5,000	Over 5,000
9.5 S.P.	Ton	$511	$190	$140	$130	$125
12.5 S.P.	Ton	$508	$187	$137	$127	$123
9.5 F.C.	Ton	$520	$200	$154	$145	$140
12.5 F.C.	Ton	$514	$195	$152	$143	$137
CATEGORY B SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category B)		**$ 2,053.00**	**$772.00**	**$583.00**	**$545.00**	**$527**
CATEGORY B TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category B)				**$4,480.00**		

CATEGORY C - CHIP SEAL / FOG SEAL PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000
Single Chip (Number 89 Stone)	Sq. Yd.	$4.35	$2.80	$2.49	$2.49
Double Chip (Number 57 & 89 Stone)	Sq. Yd.	$5.80	$4.65	$4.26	$4.26
Triple Chip Seal	Sq. Yd.	$7.85	$6.70	$6.05	$6.05
Fog Seal	Sq. Yd.	$0.75	$0.55	$0.55	$0.55
CATEGORY C SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit Pricing for each column of Category C)		**$18.75**	**$14.70**	**$13.35**	**$13.35**
CATEGORY C TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category C)				**$60.15**	

CATEGORY D - CAPE SEAL PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000
Cape Seal	Sq. Yd.	$9.70	$7.55	$6.65	$6.65
CATEGORY D SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category D)		**$9.70**	**$7.55**	**$6.65**	**$6.65**
CATEGORY D TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category D)				**$30.55**	

CATEGORY E - MICRO-SURFACING PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Double Micro	Sq. Yd.	$5.45	$4.85	$4.30	$4.30	
Single Micro	Sq. Yd.	$3.30	$3.05	$2.83	$2.83	
Rut Filling (Leveling)	Ton	$225.00	$225.00	$225.00	$225.00	
CATEGORY E SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category E)		**$ 233.75**	**$232.90**	**$232.13**	**$232.13**	
CATEGORY E TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category E)				**$930.91**		

CATEGORY F – IN-PLACE RECYCLING – RECONSTRUCTION (FULL DEPTH RECLAMATION) PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Pulverization	Sq. Yd.	$10.20	$8.10	$7.20	$6.10	
Cement - Cement Treated Base	Ton	$165	$165	$165	$165	
Asphaltic Cement - Foamed Asphalt Base	Gallon	$6.00	$6.00	$6.00	$6.00	
Asphaltic Emulsion - Emulsion Treated Base	Gallon	$2.50	$2.50	$2.50	$2.50	
Added Rap or Aggregates	Ton	$30.00				
Shoulder Rework	LF	$2.25				
Excavation for Widening/Unsuitable Materials	Cu. Yd.	$40.00				
General Use Optional Base Material	Cu. Yd.	$30.00				
CATEGORY F SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category F)		**$285.95**	**$181.60**	**$180.70**	**$179.60**	
CATEGORY F TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category F)				**$827.85**		

B-26

E-Verify

Company ID Number: 1215880

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Asphalt Paving Systems Inc
Company Facility Address	500 N Egg Harbor Road Hammonton, NJ 08037
Company Alternate Address	P.O. Box 530 Hammonton, NJ 08037
County or Parish	ATLANTIC
Employer Identification Number	223787755
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	2

E-Verify

Company ID Number: 1215880

Approved by:

Employer Asphalt Paving Systems Inc	
Name (Please Type or Print) Steven G Plummer	Title
Signature Electronically Signed	Date 07/22/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/22/2017

CATEGORY G – ASPHALT REJUVENATION PER TASK ORDER	UNIT	0 - 1,000	1,001 - 5,000	5,001 - 25,000	25,001 - 50,000	Over 50,000
Rejuvenation	Sq. Yd.	N/B	N/B	N/B	N/B	N/B
Test Core Removal	Each	N/B	N/B	N/B	N/B	N/B
Test Core Laboratory Analysis-	Each	N/B	N/B	N/B	N/B	N/B
Rejuvenation (Including Titanium Dioxide)	Sq. Yd.	N/B	N/B	N/B	N/B	N/B
Field Core Removal	Each	N/B	N/B	N/B	N/B	N/B
Field Core Laboratory Analysis - Viscosity	Each	N/B	N/B	N/B	N/B	N/B
Field Core Laboratory Analysis – Titanium Dioxide Penetration	Each	N/B	N/B	N/B	N/B	N/B
Field Core Laboratory Analysis – Titanium Dioxide NO2 Reduction	Each	N/B	N/B	N/B	N/B	N/B
Field Core Laboratory Analysis – Titanium Dioxide Solar Reflectance Index (SRI)	Each	N/B	N/B	N/B	N/B	N/B
CATEGORY G SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category G)		N/B	N/B	N/B	N/B	N/B
CATEGORY G TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category G)		$ N/B				

CATEGORY H - CRACK SEALING PER TASK ORDER	UNIT	0 - 500	500 -1,000	1,001 - 5,000	5,001 - 10,000	Over 10,000
Crack Sealant	**Gallon**	$50	$45	$35	$35	$35
CATEGORY H SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category H)		**$50**	**$45**	**$35**	**$35**	**$35**
CATEGORY H TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category H)		**$200.00**				

CATEGORY I - TRAFFIC LOOP REPLACEMENT	UNIT					
Type A (FDOT Item # 660-2-101)	Each	$4,000				
Type B (FDOT Item # 660-2-102)	Each	$4,000				
Type F (FDOT Item # 660-2-106)	Each	$4,500				
Type F (FDOT Item #660-2-106 modified to 30 Ft)	Each	$4,750				
CATEGORY I TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for Category I)		**$ 17,250.00**				
CATEGORY J - SODDING PER TASK ORDER	**UNIT**					
Sod	Sq. Yd.	$4.50				
CATEGORY J SUB-TOTAL UNIT PRICING: (Instructions: Enter Total line item unit pricing for Category J)		**$ 4.50**				
CATEGORY K – VARIABLE MESSAGE BOARDS PER TASK ORDER	**UNIT**					
Variable Message Board	PER BOARD PER DAY	$50.00				
CATEGORY K SUB-TOTAL UNIT PRICING: (Instructions: Enter Total line item unit pricing for Category K)		**$ 50.00**				

E-Verify

Company ID Number: 1215880

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

E-Verify

Company ID Number: 1215880

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

CATEGORY L –PAVEMENT MARKINGS PER TASK ORDER					
Item:	Product Type:	Unit:	Painted	Thermoplastic	Misc.
L-1	White – Solid				
	4"	GM	$3,220	$5,405	
	6"	GM	$3,680	$5,980	
	8"	LF	$0.70	$1.75	
	12"	LF	$4.60	$5.75	
	18"	LF	$6.90	$6.90	
	24"	LF	$9.20	$11.50	
L-2	White – Skip				
	4"	GM	$1,150	$1,725	
	6"	GM	$1,380	$2,300	
L-3	Yellow – Solid				
	4"	GM	$3,220	$5,405	
	6"	GM	$3,680	$5,980	
	8"	LF	$0.70	$1.75	
	12"	LF	$3.45	$4.60	
	18"	LF	$5.20	$6.90	
L-4	Yellow – Skip				
	4"	GM	$1,150	$1,725	
	6"	GM	$1,380	$2,300	
L-5	Yellow – Double				
	4"	GM	$4,600	$10,810	
	6"	GM	$5,060	$11,500	

L-6	**Audible and Vibratory Pavement Markings**				
	Yellow – Skip 4"	GM	$9,430	$9,430	
	Yellow – Skip 6"	GM	$9,430	$9,430	
	White – Solid 4"	GM	$9,430	$9,430	
	White – Solid 6"	GM	$9,430	$9,430	
L-7	**Legends**				
	"STOP"	EA	$115	$230	
	"R X R" (Includes 6" white)	EA	$230	$403	
	"ONLY"	EA	$150	$230	
	"LANE"		$150	$230	
	"MERGE"	EA	$140	$288	
	"SCHOOL"	EA	$175	$325	
	"AHEAD"	EA	$165	$300	
	" Visitor"	EA	$140	$288	
	"Resident"	EA	$140	$288	
	"Path"	EA	$115	$230	
L-7	**Markings**				
	TURN AND THROUGH LANE TURN ARROW	EA	$175	$250	
	THROUGH LANE USE ARROW	EA	$175	$250	
	TURN LANE USE ARROW	EA	$175	$250	
	BIKE OR CART	EA	$150	$225	
	BIKE ARROW	EA	$150	$225	
	YIELD TRIANGLES	EA	$150	$225	
L-8	**Reflective Pavement Markers**				
	Bi-Directional, Amber	EA	$5.00	$5.00	
	Mono-Directional Colorless	EA	$5.00	$5.00	
	Bi-Directional, White/Red	EA	$5.00	$5.00	

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

L-9	**Miscellaneous**				
	Removal of Existing Marking	SF			$2.90
	Preform Thermoplastic 12"	LF			$9.20
	Preform Thermoplastic 24"	LF			$18.40
	Off Duty Law Enforcement Officer	HR			$75.00
CATEGORY L SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category L)			**$68,745.75**	**$95,141.15**	**$105.50**
CATEGORY L TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category L)				**$164,203.40**	

SHADED NOT APPLICABLE

Countywide Pavement Maintenance and Rehabilitation Continuing Services

Proposal Form B

PROPOSAL OF

Asphalt Paving Systems, Inc.
Full Legal Company Name

9021 Wire Road Zephyrhills, FL 33540 | 813-788-0010 | 813-788-0020
Mailing Address | Telephone Number | Fax Number

Proposers: Having become familiar with requirements of the project, and having carefully examined the Proposal Documents and Specifications entitled Countywide Pavement Maintenance and Rehabilitation Continuing Services in Sumter County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Proposal summarized as follows:

The following total unit costs (from the unit price proposal) shall include all material, labor, equipment, and any other additional charges including but not limited to mobilization and maintenance of traffic (MOT) required to accomplish the work of the unit cost for any locations within Sumter County. Partial proposals will be accepted on a per category basis. Proposers are NOT required to propose each category, but must provide pricing for ALL line items listed in those categories on the unit price proposal for which the proposer is capable of producing and have prior applicable experience.

FOR: Countywide Pavement Management and Rehabilitation Continuing Services

CATEGORY A TOTAL UNIT PRICING: $ 220.65
(From the unit price proposal) Amount Written in Numerals

Two Hundred Twenty Dollars and Sixty Five cents /100
Amount Written in Words

CATEGORY B TOTAL UNIT PRICING: $ 4,480.00
(From the unit price proposal) Amount Written in Numerals

Four Thousand Four Hundred Eighty Dollars and no Cents /100
Amount Written in Words

E-Verify

Company ID Number: 1215880

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

CATEGORY C TOTAL UNIT PRICING: $ 60.15
(From the unit price proposal) Amount Written in Numerals

Sixty Dollars and Fifteen Cents /100
Amount Written in Words

CATEGORY D TOTAL UNIT PRICING: $ 30.55
(From the unit price proposal) Amount Written in Numerals

Thirty Dollars and Fifty Five Cents /100
Amount Written in Words

CATEGORY E TOTAL UNIT PRICING: $ 930.91
(From the unit price proposal) Amount Written in Numerals

Nine Hundred Thirty Dollars and Ninty One Cents /100
Amount Written in Words

CATEGORY F TOTAL UNIT PRICING: $ 827.85
(From the unit price proposal) Amount Written in Numerals

Eight Hundred Twenty Seven dollars and Eighty Five cents /100
Amount Written in Words

CATEGORY G TOTAL UNIT PRICING: $ N/B
(From the unit price proposal) Amount Written in Numerals

N/B /100
Amount Written in Words

CATEGORY H TOTAL UNIT PRICING: $ 200.00
(From the unit price proposal) Amount Written in Numerals

Two Hundred dollars and No cents /100
Amount Written in Words

CATEGORY I TOTAL UNIT PRICING: $ 17,250.00
(From the unit price proposal) Amount Written in Numerals

Seventeen Thousand Two Hundred Fifty Dollars and No Cents /100
Amount Written in Words

CATEGORY J TOTAL UNIT PRICING: $ 4.50
(From the unit price proposal) Amount Written in Numerals

Four Dollars and Fifty Cents /100
Amount Written in Words

CATEGORY K TOTAL UNIT PRICING: $ 50.00
(From the unit price proposal) Amount Written in Numerals

Fifty Dollars and no cents /100
Amount Written in Words

CATEGORY L TOTAL UNIT PRICING: $ 164,203.40
(From the unit price proposal) Amount Written in Numerals

One Hundred Sixty Four Thousand Two Hundred and Three Dollars and Forty Cents/100
Amount Written in Words

Each Proposer shall print legibly, in blue or black ink, the amount written in numerals and the amount written in words for the items shown above. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Proposal", and deem the Proposer nonresponsive to the requirements of the Proposal.

All Unit Prices shall be established at the beginning of the contract and may be adjusted (+ or -) annually upon approval of both the Contractor and County and only at the beginning of each renewal period. Any approved annual rate adjustments shall take effect with the first task order issued after the renewal period. Additional Unit Price items not included on the official proposal form will be submitted to the County's authorized representative for prior approval and will be added to the Standard Agreement through a Contract Amendment and must be accepted by both the Contractor and the County. Price adjustments for fuel and bituminous products will not be allowed on a task order basis. The only time adjustments are allowed are during the renewal period.

Note: The listing order of proposal items reflects a construction sequence in general terms for proposal purposes only and is not a specific construction schedule. **Sumter County reserves the right to award a contract to more than one proposer.**

Company ID Number: 1215880

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

E-Verify

Company ID Number: 1215880

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

LIST OF PROPOSED SUB-CONTRACTORS/SUPPLIERS

PROPOSAL FORM C

All subcontractors and major materials suppliers are subject to approval of Owner. The following are subcontractors and manufacturers of materials and/or equipment that are proposed to be utilized by the Contractor in the performance of this work.

The proposer shall attach a copy of each current license and/or FDOT pre-qualification letters for the Sub-Contractor(s) listed below to this form.

Company Name	Division/Discipline	Primary Contact Name	Contact Number and Email Address
Fausnight Stripe and Line, Inc.	Striping	Phil Fausnight	PH: 407-261-5446 EMAIL: phil@fausnight.com

E-Verify

Company ID Number: 1215880

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

FDOT

Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

9/24/2021 11:17:16 AM EST

Return to Inquiry Menu

Contractor with Name FAUSNIGHT STRIPE AND LINE, INC.
1-1 of 1 contractors

Printer Friendly Version

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
FAUSNIGHT STRIPE AND LINE, INC. F592556096003 EXPIRES: 11/30/2021	910 CHARLES STREET LONGWOOD, FL 32750 (407)261-5446	910 CHARLES STREET LONGWOOD, FL 32750 (407)261-5446

WORK CLASSES	
PAVEMENT MARKING	ROADWAY SIGNING

FDOT Office of Information Systems

FLORIDA DEPARTMENT OF TRANSPORTATION
Report Technical Problems to the Service Desk @ 1-866-955-4357 or email:
Service Desk
Send Prequalification Questions or Comments to Contracts Administration Office
Internet Privacy Policy, Disclaimers & Credits

MyFlorida.com

E-Verify

Company ID Number: 1215880

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McKee Risk Management, Inc. 610 Freedom Business Center Drive, Suite 300 King of Prussia, PA 19406-1329	CONTACT NAME: Joseph J. Meola, CIC, CRM PHONE (A/C, No, Ext): 609 561-4161 FAX (A/C, No): 609 567-2824 E-MAIL ADDRESS: cmoresco@mckeerisk.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Starr Indemnity & Liability Company	38318
INSURED Asphalt Paving Systems Inc. 500 N. Egg Harbor Road P O Box 530 Hammonton, NJ 08037	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		1000025864211	04/01/2021	04/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $100,000 $5,000 $2,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			1000008480211	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000 $ $ $
A	UMBRELLA LIAB OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			1000586980211	04/01/2021	04/01/2022	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			1000004574	04/01/2021	04/01/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SAMPLE

CERTIFICATE HOLDER	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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EXHIBIT B - Sumter County Agreement

CONTRACT #: CIP/211032



Detail by Entity Name

Foreign Profit Corporation
ASPHALT PAVING SYSTEMS, INC.

Filing Information

Document Number	F09000004816
FEI/EIN Number	22-3787755
Date Filed	12/04/2009
State	NJ
Status	ACTIVE

Principal Address

500 N. EGG HARBOR RD.
HAMMONTON, NJ 08037

Mailing Address

P.O. BOX 530
HAMMONTON, NJ 08037

Registered Agent Name & Address

Capoferri, Robert, President
9021 Wire Road
Zephyrhills, FL 33540

Name Changed: 03/28/2016

Address Changed: 03/28/2016

Officer/Director Detail

Name & Address

Title PVPT

CAPOFERRI, ROBERT
2561 AQUA VISTA BOULEVARD
FT LAUDERDALE, FL 33301

Title S

MESSINA, KENNETH G
2555 WEYMOUTH ROAD
HAMMONTON, NJ 08037

Title Assistant Corporate Secretary

Company ID Number: 1215880

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

E-Verify

Company ID Number: 1215880

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Asphalt Paving Systems Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Cresswell, Noelle
8241 Shenandoah Run
Wesley Chapel, FL 33544

Title Asst. Treasurer

Plummer, Steven G
P.O. BOX 530
HAMMONTON, NJ 08037

Annual Reports

Report Year	Filed Date
2016	01/30/2016
2017	01/19/2017
2018	02/13/2018

Document Images

02/13/2018 -- ANNUAL REPORT	View image in PDF format
01/19/2017 -- ANNUAL REPORT	View image in PDF format
03/28/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
01/30/2016 -- ANNUAL REPORT	View image in PDF format
05/11/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
01/21/2015 -- ANNUAL REPORT	View image in PDF format
03/24/2014 -- ANNUAL REPORT	View image in PDF format
02/12/2013 -- ANNUAL REPORT	View image in PDF format
02/13/2012 -- ANNUAL REPORT	View image in PDF format
02/25/2011 -- ANNUAL REPORT	View image in PDF format
01/04/2011 -- ANNUAL REPORT	View image in PDF format
02/08/2010 -- ANNUAL REPORT	View image in PDF format
12/04/2009 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations

EXHIBIT B - Sumter County Agreement

CONTRACT #: CIP/211032

FLORIDA DEPARTMENT OF TRANSPORTATION
Report Technical Problems to the Service Desk @ 1-866-955-4357 or email: Service Desk
Send Prequalification Questions or Comments to Contracts Administration Office
Internet Privacy Policy. Disclaimers & Credits

Contractor Pre-Qualification (CPQ)

Prequalified Contractors Listing

7/24/2020 10:18:49 AM E:

Return to Inquiry Menu

Contractor with Name ASPHALT PAVING SYSTEMS, INC.
1-1 of 1 contractors

Printer Friendly Version

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
ASPHALT PAVING SYSTEMS, INC. F223787755010 EXPIRES: 6/30/2021	PO BOX 530 HAMMONTON, NJ 08037-0530 (609)561-4161	9021 WIRE ROAD ZEPHYRHILLS, FL 33540 (813)788-0010

WORK CLASSES

DRAINAGE
GRADING
* JOINT AND CRACK SEALING

FLEXIBLE PAVING
HOT PLANT-MIXED BITUM. COURSES

Form **W-9** (Rev. November 2017) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Asphalt Paving Systems, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P.O Box 530
Requester's name and address (optional)

6 City, state, and ZIP code
Hammonton, NJ 08037

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number: ___ - ___ - ____

or

Employer identification number: 2 2 – 3 7 8 7 7 5 5

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** | **Date ▶** 9/24/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X

Form **W-9** (Rev. 11-2017)

Sample Cost Savings of Microsurfacing vs Mill and Pave (Using FY21 Quantities):

Typical City Lane mile - 10' wide x 5280' Long = 5,867 sy

Cost to Double Micro Surface one lane mile using piggyback contract:

Double Micro surfacing cost: $4.30 if over 50,000 sy
Double Micro surfacing cost per lane mile :
$4.30/sy x 5,867 sy/lane mile = $25,228.10

Total cost : $25,228.10/lane mile

***Cost to Mill and Pave 1" of asphalt per lane mile of roadway with current TRIP contract:**

Asphalt cost: $120.00 per Ton
Tons of asphalt = 5,867 sy X 107 lb/yd2 / 2000 = 313.88 Tons
Tons needed to pave one lane mile @ 1" - 314 Tons
Asphalt cost per lane mile = $120/ton x 314 tons = $37,680.00
1" Mill cost: $2.88 per sy
Mill cost per lane mile = 5,867 sy X $2.88/sy = $16,896.96

Total cost : $54,576.96

Lane Miles Microsurfaced FY21 = 22.67	
Total Cost of Microsurfacing = 22.67 lane mile x $25,228.10/lane mile =	**$ 571,921.03**
Equivalent Mill and Pave Cost = 22.67 lane mile x $54,576.96/lane mile =	**$ 1,237,259.68**
Potential Cost Savings = $1,237,259.68 - $571,921.03 =	**$ 665,338.66**
FY21 microsurfaced to be repaired by Mill & Pave = 0.91 lane miles	
Repair Mill and Pave Cost = 0.91 lane mile x $54,576.96/lane mile =	**$ 49,665.03**
Realized Savings/Cost Avoidance = $665,338.66 - $49,665.03 =	**$ 615,673.62**

*Note: Costs do not include valve and manhole adjustment costs which will be additional costs incurred

Legislation Text

File #: 2022-0098, **Version:** 1

Submitted By: Preston Pooser

Presentation By: Laura Walker

Department: Recreation and Parks

STAFF RECOMMENDATION (Motion Ready):
Approve agreement for the creation and installation of a custom suspension art piece for the Mary Sue Rich Community Center by Virginia Kistler for $60,000

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place,.

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Cultural Arts and Sciences Division seeks to expand its permanent collection with the addition of a large, interior suspension, public art piece to be installed in the atrium of the Mary Sue Rich Community Center.

The Recreation and Parks Department is requesting City Council approve contract REC/210663 to expend funds for this public art piece for our community.

FINDINGS AND CONCLUSIONS:
• An artist, Virginia Kistler, registered on the approved City of Ocala Artist Roster, has been selected to create a large-scale suspension piece for the Mary Sue Rich Community Center for $60,000.
• The piece will be suspended from the ceiling of the Mary Sue Rich Community Center atrium using mirrored stainless-steel spheres and Varia (1/8" UV resistant resin sheeting).
• The artwork will be added to the City of Ocala's insurance policy.
• At this time, staff is requesting that City Council approve contract REC/210663 to expend funds designated for the purchase of the piece into the City's public art collection. Ocala Municipal Arts Commission (OMAC) concurs with this recommendation.
• The addition of the suspension art piece for the community's enjoyment demonstrates continued support for the City of Ocala's public art program.
• The custom suspension piece will be displayed at the Mary Sue Rich Community Center, on City property, upon completion.

FISCAL IMPACT:
The routine maintenance of this piece will be dusting once a year. A scissor lift will be necessary to reach all sections of the piece. Further maintenance should be minimal due to the location of the piece, placement, and materials. The custom suspension will be inside, located out of reach, and designed for sustainability. The insurance of the piece will fall under the City's self-insurance program and will be managed accordingly. A deposit of $30,000 will be paid within 21 days of full execution of the agreement. The final payment of $30,000 will be paid within 30 days upon completion of final inspection of artwork. The total amount of $60,000 will be expended from account 623-021-122-572-69-65010.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
The contract will be reviewed for form and legality by the City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:
None Recommended.

AGREEMENT FOR THE COMMISSION OF PUBLIC ARTWORK - SUSPENSION INSTALLATION

THIS AGREEMENT FOR THE COMMISSION OF PUBLIC ARTWORK – SUSPENSION INSALLATION ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **KISTLER STUDIO, LLC**, a foreign limited liability company duly organized in the state of Ohio and authorized to do business in the State of Florida (EIN: 84-1826385) ("Artist").

WHEREAS, City is a municipality which regularly utilizes its public spaces to provide exhibit space to artists for the benefit, use, and enjoyment of its citizens and visitors; and

WHEREAS, the City desires to retain the services of a professional artist to create a work of art (the "Artwork" or the "Project") which will be publicly displayed at the Mary Sue Rich Community Center (the "Site") and;

WHEREAS, Artist is a professional artist who is qualified and willing to complete the project in accordance with the terms and conditions set forth herein.

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. **CONTRACT DOCUMENTS.** The Contract Documents comprising the entire understanding between City and Artist shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:
      Exhibit A: Scope of Work (A-1); and
      Exhibit B: Artist's Design Concept (B-1)

   If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B.
3. **SCOPE OF SERVICES.** Artist shall provide materials, labor, travel and equipment necessary for the design, completion, and installation of the public artwork at the Site as set forth in the attached **Exhibit A – Scope of Work** and **Exhibit B – Design Concept**. Artist shall be responsible for all costs associated with securing any and all required licenses, permits, and similar legal authorizations as may be necessary for the design, completion, and installation of the Artwork at the Site.

A. **Licensed Use.** Artist shall retain all copyrights and other intellectual property rights to the Artwork. Artist expressly grants to City:
   i. the right to display the Artwork in its public spaces or locations selected by City; 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 accurate 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.

4. **COMPENSATION.** As full and complete compensation to Artist for the timely and satisfactory completion of all services provided pursuant to this Agreement, City shall pay, and Artist shall accept, the total sum of **SIXTY THOUSAND AND NO/100 DOLLARS ($60,000)** (the "Artwork Fee") payable as follows:

A. Within **TWENTY-ONE (21)** days of the full execution of this Agreement, City shall pay a lump sum equal to **THIRTY THOUSAND AND NO/100 DOLLARS ($30,000)** to **KISTLER STUDIOS, LLC** as a deposit towards the Artwork Fee set forth above. This deposit may be fully refundable to City pursuant to the terms set forth in Paragraph 6 below.

B. Within **THIRTY (30)** days of project completion by Artist and final inspection and acceptance of the Project by City, City shall remit payment for the remaining balance of the Artwork Fee in the amount of, **THIRTY-THOUSAND AND NO/100 DOLLARS ($30,000)** to Artist.

C. **Invoice Submission**. All invoices submitted by Artist shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Artist shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Recreation & Parks Department, Attention: Leslie Nottingham, 828 NE 8th Avenue, Ocala, FL 34470, lnottingham@ocalafl.org.**

D. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed.

E. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Artist; (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 Artist within **THIRTY (30)** calendar days of the Artist's remedy or resolution of the inadequacy or defect.

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

G. **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. Artist shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Artist 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.

A. Artist shall commence work immediately once all the following have occurred:

i. City has remitted payment for the Deposit as set forth in Paragraph 4(A) above; and

ii. City has issued a Notice to Proceed for the Project.

B. The Project must be completed in a manner satisfactory to the City Project Manager within **NINETY (90) DAYS** of the start date indicated on the City's Notice to Proceed.

C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension in the Time for Performance must be submitted in 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 adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Time for Performance shall be determined by City.

6. **NON-PERFORMANCE**. If Artist is unable to provide the Artwork service due to illness or accident to the Artist, Force Majeure event, or any other reason beyond the control of the Artist, then deposit amount paid to Artist shall be fully refundable to City. In the event of non-performance due to illness or accident, or other event, Artist must notify the City immediately of their inability to perform and request termination of the Agreement.

7. **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 Artist be delayed in the commencement, performance, or completion of the Work due to any of the conditions under this section, Artist shall be entitled to an extension of time only, provided however, that in no event shall Artist be entitled to any increased costs, additional compensation, or damages of any type resulting from Force Majeure delays.

8. **INSPECTION AND ACCEPTANCE OF THE SERVICES**. All services, work, and materials provided by Artist under this Agreement shall be provided under the direction and to the satisfaction of the City Project Manager.
   The 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 Artist. 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.
   Neither the Project Manager's review of Artist's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Artist's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Artist's furnishing and performing the work.

9. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract 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 Artist 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 Artist written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Artist by City shall be effective

immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

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

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

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

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

B. **Artist's Opportunity to Cure Default.** City may, in its sole discretion, provide Artist with an opportunity to cure the violations set forth in City's notice of default to Artist. Artist 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 Artist 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 Artist Default.** In the event that Artist 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 Artist to complete the required work in accordance with the needs of City;

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

City shall be entitled to recovery from Artist any actual excess costs by: (i) deduction from any unpaid balances owed to Artist; (ii) placing a claim against the Performance Bond; or (iii) any other remedy as provided by law.

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Artist without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds. Artist will be paid for all expenses and work performed up to the date of termination.

E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Artist shall immediately discontinue all work as directed in the notice, notify all subcontractors of the

effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Artist 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 Artist as permitted under this Agreement and approved by City.

10. **ARTIST'S WARRANTIES AND REPRESENTATIONS.** Artist warrants and represents as follows:
    A. Artist 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 Artist under this Agreement.
    B. Artist has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Artist in the Contract Documents, and that the City's written resolution of same is acceptable to Artist.
    C. The Artist is familiar with all Federal, state, and local laws and regulations that may affect cost, progress, and performance of the work and shall be responsible for all costs associated with same.
    D. Artist has full authority and power to enter into and perform under this Agreement and to make the grant of any rights and licenses contained in this Agreement.
    E. Except as has been otherwise disclosed in writing to City, the Artwork to be created shall be developed solely from the artistic efforts of the Artist and, whether created by the Artist alone or in collaboration with others, shall neither infringe upon any copyright nor violate the rights of any third party.
    F. Artist has not assigned, transferred, licensed, granted, encumbered or utilized the Artwork, or any copyright related thereto, which may affect or impair the rights granted to City pursuant to this Agreement.
    G. All work will be performed in accordance with professional standards and free from defective or inferior materials and workmanship for a period of at least **THREE (3) YEARS** from the date of final acceptance by City.
    H. Artist 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…" Artist further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or

perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

11. **ARTIST RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Artist:
    A. Artist 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. Artist shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions or programs incident thereto.
    C. Artist shall be responsible to see that the finished work complies accurately with this Agreement and the intent thereof.
    D. Artist 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 Artist and City may otherwise agree in writing.
12. **PERFORMANCE EVALUATION.** At the end of the Agreement, the City may evaluate the Artist's performance. This evaluation will become public record.
13. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Artists 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.
14. **E-VERIFY.** In accordance with Executive Order 11-116, Artist 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. Artist 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.
15. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
16. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
17. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.
18. Coverage for contractual liability is also required.

19. City, a political subdivision of the State of Florida, and its officials, employees, and volunteers shall 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 Artist. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.
20. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Artist shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability insurance in amounts required by applicable statutes. Artist shall ensure any and all subcontractors have coverage as required by applicable statutes. City requires policies under this section to be endorsed to waive the insurer's right to subrogate against City and its officials, employees, volunteers by including a Waiver of Our Right to Recover from Others Endorsement (WC 00 03 13). Exceptions and exemptions may be allowed by City's HR/Risk Director, so long as they are in accordance with Florida Statute.
21. **MISCELLANEOUS INSURANCE PROVISIONS.**
    A. Insurance Requirements. 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 this contract to cover Vendor. **No work shall be commenced under this 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.
    B. Deductibles. Vendor is responsible for the amount of any deductible or self-insured retention. Vendor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by City.
    C. Certificates of Insurance. 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. Shown on the certificate at the certificate holder should be: **City of Ocala, Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471**. Renewal certificates must also be forwarded to the Contracting Department prior to the policy expiration. **TEN (10)** days written notice must be provided to the City in the event of cancellation.
    *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 to 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.

22. **SAFETY/ENVIRONMENTAL.** Artist shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Artist shall make special 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. All hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City Risk Management Department. Artist shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

    A. All employees on the work and other persons that may be affected thereby;
    B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
    C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

    All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Artist, 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 Artist. Artist'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.

23. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Artist or any other persons or organizations having a direct contract with Artist, 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 Artist or any other persons or organizations having a direct contract with Artist, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any vendor, subcontractor, or of any of their agents or employees.

24. **INDEPENDENT CONTRACTOR STATUS.** Artist acknowledges and agrees that under this Agreement, Artist and any agent or employee of Artist 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 Artist nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Artist 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 Artist in its performance of its obligations under this Agreement.
25. **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.
26. **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.
27. **NON-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 Artist 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.
28. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Artist under this Agreement be abandoned, or should Artist become insolvent, or if Artist 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 Project Manager's certification as to the amount of such liability shall be final and conclusive.
29. **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 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 Agreement if the artist does not transfer the records to the public agency.

D. Upon completion of the Agreement, 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 Agreement, 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 Agreement, 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 AGREEMENT, 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.

30. **AUDIT.** Artist shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
31. **PUBLICITY.** Artist shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
32. **CONFLICT OF INTEREST.** Artist must have disclosed the name of any officer, director, or agent who may be employed by the City. Artist must disclose the name of any City employee who owns, directly or indirectly, any interest in Artist 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.
33. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the Agreement, the Artist 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.

34. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
35. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
36. **INDEMNIFICATION.** Artist shall, at Artist's sole expense, indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from 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.
37. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
38. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return

receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Artist:	Kistler Studio, LLC c/o Virginia Kistler 332 Carpenter Rd. Gahanna, OH 43230 Phone: 614-805-5676 Email: virginia.kistler@gmail.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:	Robert W. Batsel, Jr. Gilligan, Gooding, Batsel, & Anderson, P.A. 1531 SE 36th Avenue Ocala, Florida 34471 Phone: 352-867-7707 Fax: 352-867-0237 Email: rbatsel@ocalalaw.com

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

TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

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

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

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

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

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

46. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns.

Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

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

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

49. **ELECTRONIC SIGNATURE(S).** 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.

50. **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.

51. **ENTIRE AGREEMENT.** This Agreement and the attached Exhibits, if any, contain 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.

[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

CITY OF OCALA

_____

Ire Bethea Sr.
City Council President

Approved as to form and legality:

_____

Robert W. Batsel, Jr.
City Attorney

KISTLER STUDIO, LLC

_____

Virginia Kistler
Artist

Exhibit A – Scope of Work

Artist shall create a work of art for public display at MARY SUE RICH COMMUNITY CENTER ATRIUM (the "Site") as set forth in **Exhibit B – Artist's Design Concept** (the "Artwork" or "Project"). Upon completion, the SUSPENSION INSTALLATION is intended to create a long-lasting public art piece for the benefit and enjoyment of the citizens of Ocala.

Artist shall provide all materials, labor, and equipment necessary for the design and completion, of the Project. Artist shall be responsible for all costs associated with securing any and all required labor, licenses, permits, legal authorizations, travel, and supplies necessary for the design, completion, and installation of the Artwork at the Site unless otherwise specified herein.

The City shall provide a lift and additional staff as needed to install the piece inside the atrium.

All work shall be coordinated through the City Project Manager: **Leslie Nottingham, City of Ocala Recreation & Parks Department, E-Mail: lnottingham@ocalafl.org**. Artist must provide a valid telephone number and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to leave a message.

Time for Performance:

Artist shall commence work immediately once: (a) the City has remitted payment for the Artwork Fee Deposit for such Phase; and (b) the City has issued a Notice to Proceed.

Project must be completed in a manner satisfactory to the City Project Manager within **NINETY (90) DAYS** of the start date indicated on the City's Notice to Proceed.

Suspension Installation

Project: A suspension installation piece to be installed in the atrium of the Mary Sue Rich Community Center.

Materials to be used:

- Stainless steel
- Varia (1/8" UV resistant resin sheeting)
- Materials as appropriate for the installation of the piece from the ceiling. The materials, hanging systems, points of attachment and length of materials for suspension must be approved by the architect and the City Project Manager prior to purchase and installation.

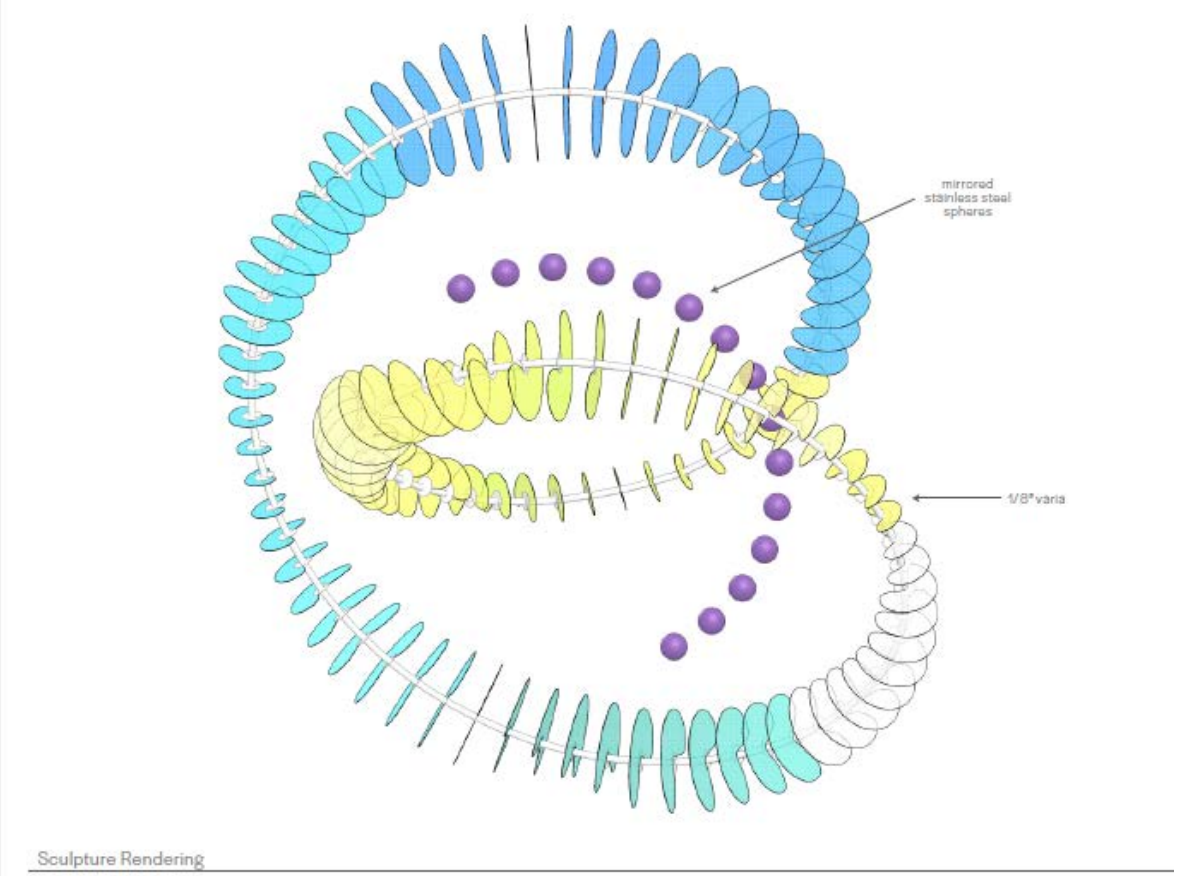
Exhibit B – Artist's Design Concept

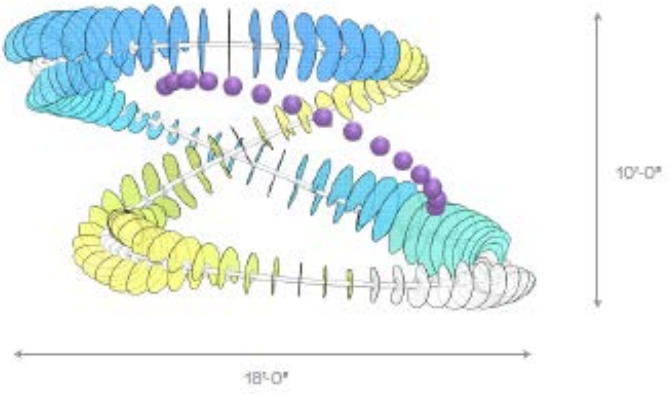
Design Concept:

The suspension installation piece will be suspended from the ceiling of the MSR Community Center Entry atrium using materials, hanging systems, point of attachment and length of materials for suspension as approved by the architect and the City Project Manager. The suspension installation piece will be constructed of mirrored stainless-steel spheres and Varia (1/8" UV resistant resin sheeting).

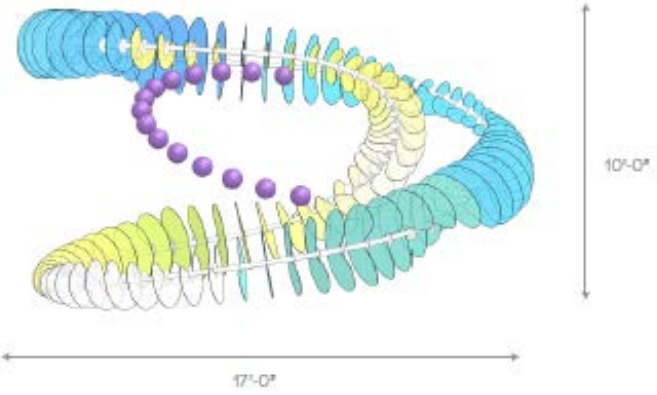
Design Image:

The images below are the approved artist concept for public art.





side elevation



front elevation

Dimensions

3Form - Varia (1/8" uv resistant resin sheeting)





Example of 3Form Varia

Legislation Text

File #: 2022-0107, **Version:** 1

Submitted By: Tye Chighizola

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Approve revisions to Downtown Community Redevelopment Area (CRA) Commercial Building Improvement Grant Program.

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place, Economic Hub

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The intention of the Downtown CRA Commercial Building Improvement Grant program is to encourage private investment in commercial properties in the Downtown CRA. The program addresses key statutorily defined blight conditions that currently exist in the CRA including vacant or underutilized commercial space, obsolete or substandard interior spaces, inadequate life safety and/or accessibility provisions, and deteriorating or inappropriate facades.

Priority work elements are: (1) Improvements to meet Building Codes for Accessibility; Fire Protection; and Life Safety; (2) Conversion of upper floor space to residential; (3) Removal and replacement of inappropriate or incomplete exterior restoration of original façades, including installation of appropriate store front windows; (4) Other fixed improvements related to build-out or additions. Fixed build-out improvements include walls & structural elements; electric, plumbing, HVAC, lighting - interior & storefront, flooring & ceiling, kitchen equipment for restaurants.

The Downtown CRA Commercial Building Improvement Grant program has had significant success in recent years. From FY 2016 - FY 2021, the Downtown CRA Fund awarded 60 commercial grants totaling $1,197,765. Of the 60, 27 were for façade improvements, 25 were for interior renovations or buildouts and 8 projects involved both interior and exterior work. Thirty-four (34) involved change of use, where vacant spaces were reactivated.

FINDINGS AND CONCLUSIONS:

At the October 26 and December 14, 2021 Downtown Advisory Committee meetings, the committee and staff discussed the direction of grant program and possible changes to the program framework that could be made to continue to improve the impact of grant. The finding was that the program has met its initial objectives, but that refinement is needed to keep up with the trend of larger projects. The recommendation is that the grant program should be targeted to major renovation / rehabilitation projects and minor alterations that are typically considered as maintenance and repair items should not be eligible. The details of the recommended revisions are listed below.

Recommended Revisions to Framework of Downtown CRA Commercial Building Improvement Grant Program

The program includes both façade work and interior renovations. For facades, the intent of the proposed grant revisions is to target projects that undertake a comprehensive restoration of facades that were inappropriately altered and /or renovations that make the building more in compliance with form-based code design and development requirements. Examples of work items that would be eligible and those that would not be eligible:

- Painting - only as a component of major restoration or renovation project. Painting and repair of façade alone is a routine maintenance item and would not be eligible for a grant.
- Canvas Awnings - new or replacement are not eligible in any type of project.
- Metal Awnings - are eligible in any type of project.
- Repair / Replacement of doors or windows - only as a component of major restoration or renovation project not as a stand-alone item.
- Signage - not as a single item and only as a component of major restoration or renovation project and must be consistent with Form Based Code - Marquee signs preferred

For interior renovations, the intent of the proposed grant revisions is to target projects that involve comprehensive renovation projects, such as new tenant build-out of vacant space. These projects would typically involve changes to these building components:

- Structural
- Fire protection (sprinkler system), Life safety
- Accessibility, ADA
- HVAC, plumbing, electric

Examples of individual work items that would not be eligible single purpose projects:

- Cosmetic, material change outs - flooring, ceiling
- Fixtures, furniture, equipment

The revisions to the grant program are necessary to continue advancing the revitalization of the City's Central Business District. Use of the CRA funds for this building improvement grant program is appropriate and consistent with the Downtown Master Plan and the Downtown CRA Redevelopment Plan. The grant match and maximum amount will remain at 1:1 (50%-50%) match and the maximum grant of $25,000.

FISCAL IMPACT:
No additional funding is required at this time. The Downtown Grant Program account - 621-016-012-559-55-82010 will continue to be used.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW: N/A

ALTERNATIVE:

- Approve
- Approve with changes
- Deny
- Table

File #: 2022-0108, **Version:** 1

Submitted By: Tye Chighizola

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Approve revisions to the East Ocala Community Redevelopment Area (CRA) Residential Paint Grant Program

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place, Economic Hub

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The East Ocala CRA Residential Paint Grant program was initiated in November 2019. The purpose of the grant program is to encourage owner-occupants of single-family homes within the East Ocala Community Redevelopment Area (CRA) to improve the exterior of their properties, thereby reducing blighted conditions and improving the aesthetics of the neighborhood. The maximum grant is $1,000, $500 for materials if the owner paints the home, with a required 50% match.

For various reasons, there has been limited participation in the program. Five applications were submitted but only two projects were completed. Therefore, the program did not have the impact that was expected. The Advisory Committee finds there is still a need for the program and as such recommends the grant program be revised to make the terms more appealing and available to more property owners. The revisions involve: (1) making the program available to rental properties, (2) increasing the maximum grant amount from $1,000 to $2,000, (3) reducing the applicant match requirement from 50% to 25%.

FINDINGS AND CONCLUSIONS:
The East Ocala CRA Advisory Committee recommended approval of the proposed revisions at their October 27, 2021 meeting. The revisions to East Ocala Residential Paint Grant Program framework are intended to encourage improvements to the exteriors of residential properties to increase their visual appeal to consumers, investors, and visitors. It aims to increase ad valorem revenues through incentivizing further investment, thereby increasing property values. Just as disinvestment tends to depress property values and discourage further investment in the area, investment in tangible exterior improvements increases property values and

prospects for future development.

FISCAL IMPACT:
There is no fiscal impact at this time, as the program will be funded from the grant account, 620-016-559-559-55-82010, which currently has a balance of $133,832. This balance includes $50,000 in the FY 22 budget and $83,832 rollover from the FY 21 budget. Twenty thousand ($20,000) of the $133,832 will be set aside for this program.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:
- Approve
- Approve with changes
- Deny
- Table

OCALA CRA – EAST OCALA SUBAREA
RESIDENTIAL BUILDING PAINT GRANT FOR OWNER OCCUPIED HOMES

Proposed Oct 2021

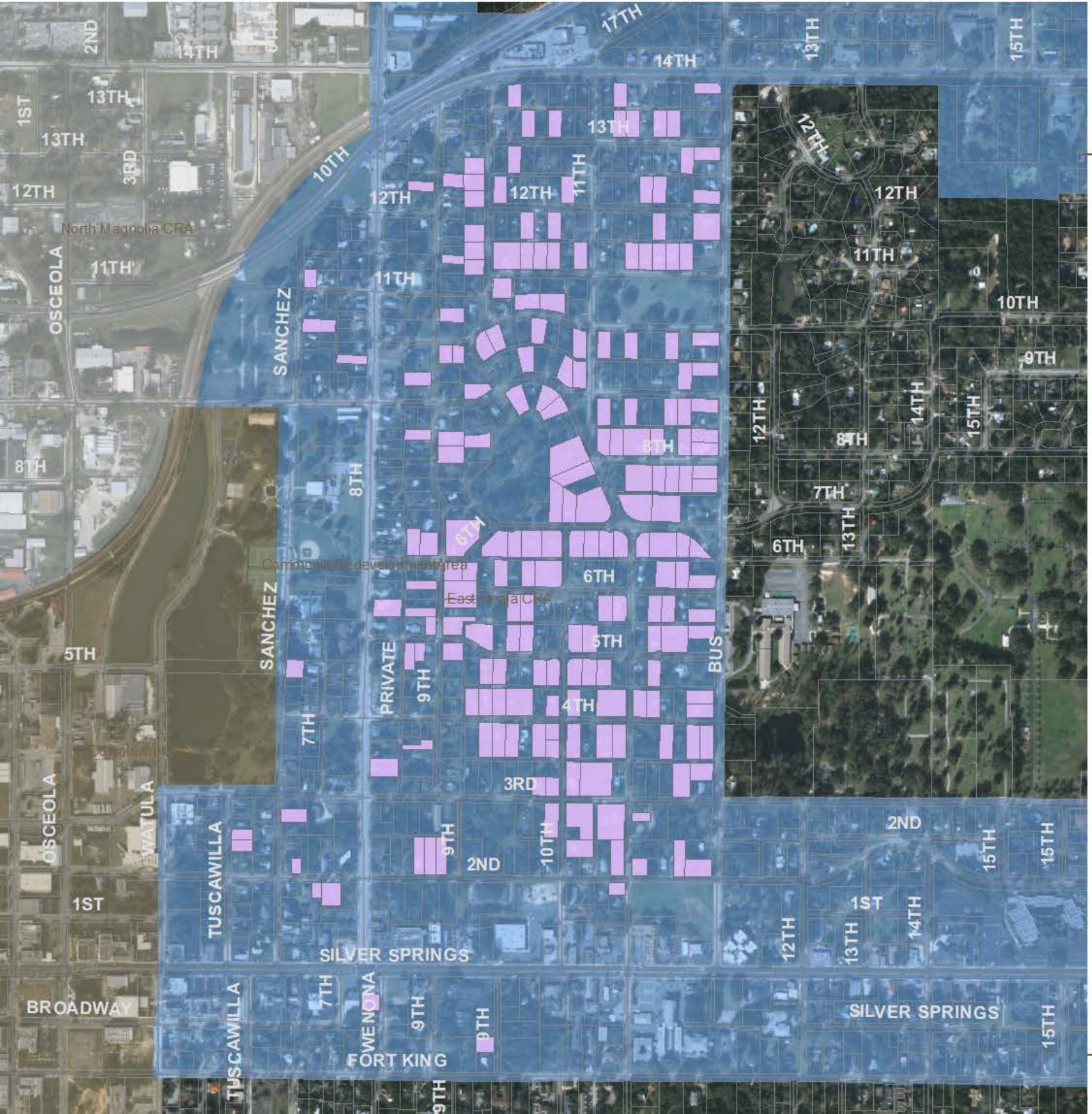
Purpose

To encourage owners of single-family homes, both owner occupied and rentals, within designated neighborhoods in the East Ocala Community Redevelopment Area (CRA) to improve the exterior of their properties, thereby reducing blighting conditions and improving the aesthetics of the community.

Plan Consistency

Goal 1 strategies include – Provision of grants for properties which add value in the CRA and increase the potential for property redevelopment. **Goal 2:** Restore value and prominence to gateways, corridor segments and crossroads by enhancing their physical appearance and visually differentiating their special character. **Goal 3:** Improve vacant, dilapidated and nuisance properties which are barriers to corridor redevelopment and negatively impact the value of corridors and neighborhoods.

Eligible Areas	Designated neighborhoods within the East Ocala CRA as shown on attached map.
Eligible Properties	Single family homes, owner occupied and rentals within designated neighborhoods in the East CRA.
Ineligible Properties	Properties with active code enforcement case or code enforcement liens; Tax delinquent property; property in litigation; property in condemnation or receivership; property or tenants with outstanding financial obligations to City require City Council approval.
Eligible applicant	Property owner
Eligible work	Only work begun **after** approval by the CRA Board will be eligible for a grant. Work in progress or performed before approval will not be eligible. Project work elements are: 1. Exterior painting – colors must be approved by Committee 2. Pressure washing and other work to repair and prep for painting
Maximum Grant	Maximum grant is $2,000 for materials and labor or $1,000 for materials, if work done by property owner.
Required Match	City (75%) – Applicant (25%). Example: To receive the maximum grant of $2,000, the project cost must be at least $2,667.



East Ocala CRA Owner-Occupied Units Wyomina/Tuscwilla/ Ft King/ Silver Springs

Legend

- Owner-Occupied
- City Parcels

CRA

- Downtown CRA
- East Ocala CRA
- North Magnolia CRA

OCALA

0 600 1,200 Feet

File #: 2022-0109, **Version:** 1

Submitted By: Tye Chighizola

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Approve new grant program for residential façade and property improvements in North Magnolia Community Redevelopment Area (CRA)

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place, Economic Hub

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The intention of the North Magnolia CRA Imagine North Magnolia Residential Façade and Property Improvement Grant program is to encourage owner-occupants of single-family homes in the Marion Heights neighborhood (see attached map) to make exterior improvements to their homes and property. Of the forty-one (41) homes in the neighborhood, fourteen (14) are owner-occupied. This grant program is a component of a comprehensive revitalization plan for the neighborhood. The revitalization plan also includes construction of new housing, sewer and water line extensions, a neighborhood park and commercial development along North Magnolia Avenue.

The framework of the proposed residential grant program is similar to the North Magnolia CRA Commercial Property program. The eligible work elements are: (1) Exterior painting/paint removal for the entire building; including exterior cleaning and/or repair/replacement of facade details/materials - doors, walls, trim and exterior lighting; (2) Repair or replacement of windows, awnings; (3) New landscaping area (trees and shrubs) visible from the street/sidewalk, removal of hazardous trees; (4) fencing; (5) reroofing. The maximum grant is $10,000 and the required match is 25% of project cost. Once the program for owner-occupied homes is underway, a grant for rental properties may be considered.

FINDINGS AND CONCLUSIONS:
The North Magnolia CRA Imagine North Magnolia Residential Façade and Property Improvement Grant Program is a necessary component of the comprehensive revitalization strategy for the neighborhood. Staff met with several property owners in the neighborhood to learn about their needs. The grant for residential

renovations will help to keep existing housing stock in good repair and improve the appearance of the neighborhood. Improving the existing housing will encourage construction of new housing.

At their meeting, November 19, 2021, the North Magnolia CRA Advisory Committee recommended approval of the program. The Committee finds that the program is an integral step in initiating the neighborhood revitalization.

FISCAL IMPACT:
No additional money is being requested for this program. The North Magnolia Grant Program 622-016-553-559-55-82010 has a balance of $109,546, which includes $20,000 budgeted for FY 22, and $89,546 that will be rolled over from FY 21. This balance will be used to fund both the commercial and residential grants through FY 22.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:
- Approve
- Approve with changes
- Deny
- Table

IMAGINE NORTH MAGNOLIA RESIDENTIAL FAÇADE & PROPERTY IMPROVEMENT GRANT PROGRAM SUMMARY 11/19/21	
Eligible Area	Imagine North Magnolia Project Area (see map)
Eligible Applicant	Property owner
Eligible Building	Existing single-family, owner-occupied buildings
Ineligible Properties	Tax delinquent property; property in litigation; property in condemnation or receivership; property or tenants with outstanding financial obligations to City require City Council approval.
Eligible work	Eligible work elements are: 1. Exterior painting/paint removal for the entire building; including exterior cleaning and/or repair/replacement of facade details/materials - doors, walls, trim and exterior lighting. 2. Repair or replacement of windows, awnings. 3. New landscaping area (trees and shrubs) visible from the street/sidewalk. Removal of hazardous trees. 4. Fencing. 5. Reroofing.
Ineligible work	Grant cannot be used to correct outstanding code violations in an active code enforcement case. Only work begun **after** approval by the Ocala CRA (CRA) will be eligible for a grant. Work in progress or performed before approval will not be eligible.
Maximum Grant	$10,000
Required Match	City (75%) – Applicant (25%)

Imagine North Magnolia

Conceptual Plan & Grant Area

D

D

A

NW 17th Pl

SFD

CHURCH

Brownfields Remediation - Complete 2022

E

NW 4th Ave

SFD

F

C

B

NW 15th Pl

NW 1st Ave

N Magnolia Ave

SFA

SFD

F

NW 14th St

G

G

Legend

- Existing Structure
- New Commercial/ Mixed Use
- Single-family detached
- New Duplex/Multiplex/ Single-family Attached
- New Park
- Residential Grant Area

Legislation Text

File #: 2022-0110, **Version:** 1

Submitted By: Preston Pooser

Presentation By: Preston Pooser

Department: Recreation and Parks

STAFF RECOMMENDATION (Motion Ready):
Approve award of contract for Fort King tennis court resurfacing to David Bullock, Inc. d/b/a BAB Tennis Courts in the amount of $72,600

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place.

PROOF OF PUBLICATION:
Invitation to Bid issued to public: 11/05/2021

BACKGROUND:
The Recreation and Parks Department maintains 12 clay tennis courts at the Fort King Tennis Center. These courts provide opportunities for children, teens and adults to participate in team and individual sports in an organized program or pick-up game setting.

To prolong the life of the courts and provide a safe and quality playing surface, clay tennis courts require resurfacing. The recommendation for clay tennis court resurfacing is every 5 years. This work will provide the proper grade, prevent hard pan, material compaction and replace dead court material while providing new playing lines according to specifications and regulation requirements of the sport.

Resurfacing construction services were last performed on the 12 clay tennis courts at the Fort King Tennis Center in 2017.

FINDINGS AND CONCLUSIONS:

- On November 5, 2021, the Procurement Department issued an Intent to Bid #REC/211015 for Fort King Tennis Court Resurfacing.
- The bids were due on November 30, 2021. The City received two bids.
- David Bullock, Inc. d/b/a BAB Tennis Courts is the qualified low bidder.
- Staff recommends awarding the contract to David Bullock, Inc. d/b/a BAB Tennis Courts.

Bid Results:

Bidder Name	Office Location	Total Bid Amount
David Bullock, Inc. DBA BAB Tennis Courts	**Ocala, FL**	**$ 72,600.00**
Sport Surfaces LLC	West Palm Beach, FL	$ 127,400.00

FISCAL IMPACT:
The contract amount is $72,600.00. Recreation and Parks clay tennis court routine resurfacing services are budgeted in the Recreation and Parks Department annual general fund budget (001-021-120-572-57-46010). Adequate funds are currently budgeted.

PROCUREMENT REVIEW:
The solicitation has been reviewed and approved for compliance with the City's procurement policies.

LEGAL REVIEW:
The agreement will be reviewed and approved for form and legality by the City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:
Amend, Deny, Table

BID TABULATION & NOTICE OF INTENT TO AWARD

Bid Name: **Fort King Tennis Court Resurfacing**
ProRFx ID: ITB11042100000144
Notifications Sent: 635
Bids: 2

Solicitation: **ITB# REC/211015**
Buyer: Eileen Marquez
Email: emarquez@ocalafl.org
Buyer Phone: 352-629-8362

11/30/21 **Notice of Intent to Award** to **David Bullock, Inc. d/b/a BAB Tennis Courts** pending City Council approval.

Bidder Name & Office Location	Lump Sum Amount
David Bullock, Inc. d/b/a BAB Tennis Courts Ocala, FL	**$ 72,600**
Sport Surfaces LLC West Palm Beach, FL	**$ 127,400**

SERVICES AGREEMENT FOR

RESURFACING FORT KING TENNIS COURTS

THIS SERVICES AGREEMENT FOR RESURFACING FORT KING TENNIS COURTS ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **DAVID BULLOCK, INC. d/b/a B.A.B. TENNIS COURTS**, a for profit corporation duly organized and authorized to do business in the State of Florida (EIN: 59-1948462) ("Contractor").

R E C I T A L S :

WHEREAS, on November 5, 2021, City issued an Invitation to Bid ("ITB") for the resurfacing of twelve tennis courts at the Fort King Tennis Center, ITB No.: REC/211015 (the "Solicitation"); and

WHEREAS, two firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by David Bullock, Inc. d/b/a B.A.B. Tennis Courts was found to be the lowest; and

WHEREAS, David Bullock, Inc. d/b/a B.A.B. Tennis Courts, as a responsive and responsible bidder, was chosen as the intended awardee to provide services for resurfacing the Fort King Tennis Courts (the "Project"); 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; and

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, if any. 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-4)

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. The Scope of Work 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 **SEVENTY-TWO THOUSAND, SIX HUNDRED AND NO/100 DOLLARS ($72,600)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.
   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 an original invoice through the responsible City Project Manager at: **Ocala Recreation and Parks Department**, Attn: **Julie Johnson, 828 N.E. 8th Avenue**, E-Mail: jjohnson@ocalafl.org.
   B. **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.
   C. **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: confirmation from the City Project Manager that Contractor has satisfactorily completed all work in accordance with the provisions of the Agreement.
   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. **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 mobilize and commence work no later than **TEN (10)** working days from the date of issuance of a Notice to Proceed for the project by City. At no time will the Contractor be allowed to lag behind.

B. **All work shall be substantially completed by Contractor in a manner satisfactory to the City Project Manager and ready for final payment within FORTY-FIVE (45) days of the start date indicated on the Notice to Proceed and ready for final payment within FIVE (5) days of substantial completion**.

C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **SEVEN (7)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.

D. 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.

E. 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 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 Final 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 Final Completion beyond the date specified for Final Completion in the Contract Documents.

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. **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.

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

   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.

   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.

8. **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.

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

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

      (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
      (2) Contractor provides material that does not meet the specifications of the Agreement;
      (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
      (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

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

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

      (1) City shall be entitled to terminate this Agreement without further notice;
      (2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;

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

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

D. **Termination for 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 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.

10. **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.

11. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1) YEAR** from the date of Final Completion. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1) YEAR** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer. All written manufacturers' warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized.

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 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.

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 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, including, but not limited to obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
    E. 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.
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. **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.

18. **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.

19. **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.

20. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Contractor with a combined limit of not less than One Million Dollars ($1,000,000) for bodily injury and property damage for each accident. Contractor's commercial automobile liability insurance policy must name, as additional insured, the City of Ocala, a political subdivision of the State of Florida, and its officials, employees, and volunteers.

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

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

B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for contractual liability, products and completed operations, independent contractors, and property in the care, control or custody of the Contractor.

C. Contractor's commercial general liability insurance policy shall include Endorsement CG 20 10 11 85, or equivalent, naming as an additional insured the City of Ocala, a political subdivision of the State of Florida, and its officials, employees, and volunteers. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.

22. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE.** Contractor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability coverage in amounts required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this Project. In case any class of employees engaged in hazardous work under this Agreement is not protected under Worker's Compensation statutes, the contractor shall provide and cause each subcontractor to provide adequate insurance satisfactory to the City for the protection of its employees not otherwise protected.

23. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Contractor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Contractor's interests or liabilities but are merely minimums. No insurance is provided by the City under this contract to cover Contractor. **No work shall be commenced under this 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.

B. Deductibles. Contractor is responsible for paying any and all deductibles or self-insured retention. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld.

C. Certificates of Insurance. Contractor shall provide Certificates of Insurance, accompanied by copies of all endorsements required by this section, that are issued by an agency

authorized to do business in the State of Florida and with an A.M. Best rating* of A-V or greater. Renewal certificates must be forwarded to the **City of Ocala Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, E-Mail: vendors@ocalafl.org** prior to the policy expiration.

D. Failure to Maintain Coverage. In the event Contractor 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 Contractor under this Agreement, Contractor shall be considered to be in default of this Agreement.

E. Severability of Interests. Contractor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or to 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.

F. Mandatory Endorsements for All Required Policies. All required policies shall include: (i) endorsement that waives any right of subrogation against the City of Ocala for any policy of insurance provided under this Agreement or under any state or federal worker's compensation or employer's liability act; and (ii) endorsement to give the City of Ocala no less than **THIRTY (30)** days written notice (with the exception of non-payment of premium which requires a **TEN (10)** calendar day notice) in the event of cancellation or material change.

24. **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.

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 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.
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. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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 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.

35. **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.
36. **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.
37. **E-VERIFY.** 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.
38. **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.
39. **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.

40. **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.

41. **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.

42. **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.

43. **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: David Bullock, Inc. d/b/a B.A.B. Tennis Courts
Attention: Brian Bullock
PO Box 5212
Ocala, FL 34478
Phone: 352-572-0179
Email: bullocktennis@gmail.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
E-mail: tkimball@ocalafl.org

Copy to: Robert W. Batsel, Jr., Esquire
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-579-6536
E-mail: rbatsel@lawyersocala.com

44. **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.

45. **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.

46. **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.
47. **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.
48. **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.
49. **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.
50. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
51. **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.
52. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

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

54. **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.

55. **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.

56. **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:

_____

Robert W. Batsel, Jr.
City Attorney

CITY OF OCALA

_____

Ire Bethea, Sr.
City Council President

DAVID BULLOCK, INC.
D/B/A B.A.B. TENNIS COURTS

By: _____

_____
(Printed Name)

_____
(Title)

BACKGROUND

1. Contractor shall provide resurfacing of twelve (12) Fast-Dry clay tennis courts at the Fort King Tennis Center, 3301 E Fort King Street, Ocala, FL 34470, including removal of the "dead" clay surface (green clay); and furnishing, installing, grading and compaction of a clay surface meeting the requirements of the specifications contained herein.
2. All work shall be coordinated through the City Project Manager Julie Johnson, (352) 368-5517, e-mail: jjohnson@ocalafl.org. Contractor must provide a valid telephone number and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to leave a message.

GENERAL CONSTRUCTION

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

1. **Court Closure**: No more than four (4) clay courts shall be closed for resurfacing at any given time for the duration of this work. The remaining eight (8) clay courts and two (2) hard courts must be available for the purposes of playing tennis.
2. **Slope and Elevation Requirements**: Finished court elevation shall be sloped 1' out to existing curb or brick line.
3. **Scarification, Removal of "Dead" Material and Prep of Surface**: Scarify court surface as needed, clean court of all excess dead material, surface algae, mold and other organic growth. Treat courts with WTC Algae Blaster (or equivalent) to inhibit future organic growth. Re-laser existing surface to obtain proper slope as specified.
4. **Court Surfacing/Tennis Court Material (TCM)**: A surface course of fast dry tennis court surface material as manufactured by Har Tru with binder shall be installed over the leveling course to a uniform thickness. The surface course material shall then be watered to its full depth and compacted with a roller. A minimum of eight (8) tons of court material shall be required on each court.
   A. The court material gradation may vary with materials of varying physical characteristics and with manufacturers' formula. In general, the material shall pass a 1/8" screen and be uniformly graded down through a 200-mesh screen. Laser grade new material to restore court surface to original slope as specified above.
   B. The finished surface course shall not vary more than 1/8" in 10" when measure in any direction.
5. **Compaction**: Compaction of surface courses shall be obtained with a roller weighing approximately 600 lbs. per roller drum.
6. **Nets, Net Posts and Center Straps**:
   A. Provide and install tournament quality nets and center straps for each court.
   B. Paint all net posts green.
7. **Playing Lines and Nails**:
   A. Dimensions:

i. The outside dimensions of the playing lines shall be as follows: Doubles 36'x 78' (10.97m x 23.77m) And Singles 27'x 78' (8.23m x 23.77m)

ii. All lines shall be 2" (5 cm) in width, except the base line which may be up to 4" (10 cm) in width.

iii. All measurements shall be to the outer edge of the lines, except the center line and the center mark which shall be on the center line of the court.

B. Lines shall be coated woven fabric (herringbone style) and meet USTA specifications. Lines shall be firmly held in place by 2-1/2" rust- resistant nails.

C. Tolerance: The lines shall be laid out and applied as close to the exact measurements as is possible within the limitations of the surface on which they are being applied. At no time shall the playing lines or the line dimensions vary more than ¼" from the exact measurements.

8. **Irrigation**: The City shall remove irrigation heads as necessary and shall have an irrigation specialist available to address issues with irrigation system and application during the duration of the work.

9. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the work. Unless specifically noted otherwise, the contractor shall provide and pay for all labor, materials, equipment, tools, construction machinery and transportation necessary for proper execution and completion of the work. Contractor shall furnish, install, maintain, and remove any temporary wiring or piping that may be additionally required during performance of the work.

10. At completion of work, Contractor shall remove from the building and site: all tools, equipment surplus materials, debris, temporary facilities, 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. Removal and disposal of old equipment and material shall be Contractor's responsibility. Contractor shall dispose of debris, equipment, and material in a legal manner.

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.

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. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA requirements as indicated for work conducted and be in as good appearance as the job conditions permit.

4. Contractor shall 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.

5. No smoking is allowed on City property or projects.

6. Contractor must possess/obtain all required equipment to perform the work.

7. All company vehicles and uniforms must display a visible company name/logo.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala shall furnish adequate electrical power and water at the construction site for the performance of 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 contract 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 contract.
3. Resurfacing shall be in compliance with all requirements and instructions of applicable manufacturers.
4. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Shall 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.

SITE HOUSEKEEPING AND CLEANUP

1. Provide on-site sanitary facilities as required by Governing agencies.
2. The Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. The Contractor shall provide a dumpster on site for disposal of material removed from the courts plus all packaging and pallets and any other debris.
3. Contractor shall dispose of debris in a legal manner. At least once weekly dispose of such waste materials, debris, and rubbish off-site.
4. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition. Work site shall be completely cleaned after each day of work and at completion of project.

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 shall 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.

SUB-CONTRACTORS

1. Contractor must perform at least 40% of the work with their own forces.

PRICING

1. Contract cost includes all direct and indirect costs to complete the project.

Legislation Text

File #: BR-2022-125, **Version:** 1

Submitted By: Susan Dobson

Presentation By: Cindy Krepps

Department: Police

STAFF RECOMMENDATION (Motion Ready):
Adopt Budget Resolution 2022-125 amending the Fiscal Year 2021-2022 budget to appropriate a designated community donation to purchase a K-9 and associated expenses in the amount of $35,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Choose an item.

PROOF OF PUBLICATION:
N/A

BACKGROUND:
On December 17, 2021, the Ocala Police Department received a donation from a citizen, who wishes to remain anonymous, in the amount of $35,000 to purchase a new K-9 and any K-9 related expenses.

FINDINGS AND CONCLUSIONS:
The utilization of this donation will enhance the K-9 police unit to serve the citizens of the City of Ocala and Marion County.

FISCAL IMPACT:
The designated gift account in the Police Trust Fund was created to deposit revenues received as a result of community donations

SOURCE:
610-366-000-000-16-36694 Designated Gifts-Police $35,000

USE:
610-018-808-521-52-52010 Operating Supplies $35,000

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A
ALTERNATIVE:
Deny or table for further guidance.

BUDGET RESOLUTION 2022-125

AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO APPROPRIATE A DESIGNATED COMMUNITY DONATION TO PURCHASE A K-9 AND ASSOCIATED EXPENSES IN THE AMOUNT OF $35,000

WHEREAS, the designated gift account in the Police Trust Fund was created to deposit revenues received as a result of community donations; and

WHEREAS, on December 17, 2021, the Ocala Police Department received a donation from a citizen in the amount of $35,000 to purchase a new K-9 and any K-9 related expenses; and

WHEREAS, the utilization of this donation will enhance the K-9 police unit to serve the citizens of the City of Ocala and Marion County.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the FY2021-2022 budget be amended as outlined below to appropriate $35,000 for the enhancement of the police K-9 unit.

SOURCE:

610-366-000-000-16-36694	Designated Gifts-Police	$35,000

USE:

610-018-808-521-52-52010	Operating Supplies	$35,000

This resolution adopted this _____ day of _____, 2022.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Ire Bethea Sr.
President, Ocala City Council

Approved as to form and legality:

By: _____

Robert W. Batsel, Jr.
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Sandra Wilson
City Manager

Legislation Text

File #: 2022-0111, **Version:** 1

Submitted By: Sean Lanier

Presentation By: Tracy Taylor

Department: Engineering

STAFF RECOMMENDATION (Motion Ready):
Approve the Perpetual Drainage Easement and Joint Use Agreement with the Florida Department of Transportation for DRA#133.

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:

Drainage Retention Area (DRA)#133 consists of two parcels, (please refer to the attachment), one owned by the City, the other owned by FDOT. To facilitate the installation of a Suntree Box, the FDOT conveyed their parcel to the City and now requests the acceptance of a Perpetual Drainage Easement and Joint Use Agreement for DRA #133. Acceptance of the agreement will provide perpetual stormwater runoff support from SR 492.

FINDINGS AND CONCLUSIONS:
Engineering staff has reviewed the request and recommends Council's approval.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
The agreement has been reviewed and approved for form and legality by City Attorney Robert W. Batsel Jr.

ALTERNATIVE:

Approve
Table
Deny

Jimmy H. Cowan, Jr., CFA
Marion County Property Appraiser - Beta Map It+
Updated every 24 hours



07-PE.LLC-02/12
January 5, 2022
This instrument prepared by
Robin D. Derr
Under the direction of
DANIEL L. MCDERMOTT, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 800.1
SECTION NO. 36600-2604
P.M. NO. 3603-2021
STATE ROAD 492
COUNTY Marion

PERPETUAL DRAINAGE EASEMENT AND
JOINT USE AGREEMENT

THIS PERPETUAL DRAINAGE EASEMENT AND JOINT USE AGREEMENT made this _____ day of _____, _____, by the CITY OF OCALA("City") , a municipality of the State of Florida, grantor(s), to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT"), its successors and assigns, grantee

WITNESSETH: That the grantor, the City of Ocala, for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys unto the grantee, its successors and assigns, a perpetual easement for the purpose of constructing, maintaining and operating a stormwater retention area and for clearing, excavating, constructing, operating, and maintaining outfall and drainage ditches and drains, with all such fills, cuts, drains, ditches and other incidents which the grantee may deem necessary or convenient in connection therewith in, over, under, upon and through the following described land in Marion County, Florida, viz:

See Exhibit "A" attached hereto and made a part hereof

WHEREAS, FDOT has previously conveyed certain other real Property described in Exhibit "B" ("FDOT Parcel"), to the City of Ocala by Quit-Claim Deed recorded November 30, 2021, in Official Records Book 7634, Page 1254; and

WHEREAS, the conveyance of the “FDOT Parcel” reserved to the FDOT perpetual drainage easement rights as described in the Quit Claim Deed; and

WHEREAS, the land area included in this Perpetual Drainage Easement and Joint Use Agreement together with the “FDOT Parcel” form one joint use stormwater retention area that has been and will continue to be used as a joint use stormwater retention area; and

WHEREAS, the City of Ocala shall be perpetually and solely responsible for the maintenance of the joint use stormwater retention area and property associated therewith. Maintenance is understood to be adequate maintenance to assure adequate drainage is continuously provided to SR 492 without interruption or impairment and to include, at Grantor’s sole cost, the repair, replacement, and reconstruction of the drainage system and facilities, including pipes, as may be needed from time to time; and.

Grantor, the City of Ocala, shall at all times be responsible to assure that any maintenance requirements associated with permits that have been issued by regulatory and environmental agencies, including, but not limited, to stormwater permits issued by water management districts, are fully met at all times.

In the event the City of Ocala fails to repair, maintain, replace, reconstruct said stormwater retention area or any damage arising out of or associated with the use of the stormwater retention area, the State of Florida, Department of Transportation shall be entitled to enter onto Grantor’s property, including but not limited to the easement area, to perform necessary repairs to assure continuous, adequate drainage to Grantee’s storm water retention area, at the expense of the City of Ocala.

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever, and the grantor will defend the title to said lands against all persons claiming by, through or under said grantor.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

_____
SIGNATURE LINE
PRINT/TYPE NAME: _____

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

THE CITY OF OCALA,
a Florida municipal corporation

By:_____
Print Name: _____
As its: _____

ATTEST:_____
Print Name:_____
Its City Clerk

ADDRESS OF GRANTOR:

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, _____, by _____, as its _____, who is personally known to me or who has produced _____ as identification.

_____
PRINT/TYPE NAME:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

SKETCH OF DESCRIPTION

DESCRIPTION:

A PORTION OF THE LANDS DESCRIBED IN THE DEED RECORDED IN DEED BOOK 162, AT PAGE 504, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 7, TOWNSHIP 15 SOUTH, RANGE 22 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1 OF BLOCK “M”, ALLRED’S ADDITION TO THE CITY OF OCALA, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK “A”, PAGE 74, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LESS AND EXCEPT THE WEST 55 FEET OF SAID LOT 1 AND LESS AND EXCEPT THE EAST 15 FEET OF THE WEST 70 FEET OF THE SOUTH 87 FEET OF SAID LOT 1

AND

LOT 4 OF BLOCK “M”, ALLRED’S ADDITION TO THE CITY OF OCALA, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK “A”, PAGE 74, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LESS AND EXCEPT THE WEST 55 FEET OF SAID LOT 4 AND LESS AND EXCEPT THE STRIP OF LAND TO SUPPLEMENT THE RIGHT-OF-WAY OF LINCOLN STREET AS MORE PARTICULARLY DESCRIBED IN THE QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 61, AT PAGE 377, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

NOTES:

1. THIS SKETCH DOES NOT REPRESENT A SURVEY OF ANY KIND AS DEFINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.
2. THIS SKETCH WAS PREPARED TO DESCRIBE AND DEPICT THE LANDS INTENDED FOR AN EASEMENT RESERVATION IN FAVOR OF THE FLORIDA DEPARTMENT OF TRANSPORTATION BY THE CITY OF OCALA, A MUNICIPAL CORPORATION.
3. THIS SKETCH WAS PREPARED WITH THE BENEFIT OF THE TITLE SEARCH REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NUMBER 2076-5574594, SEARCHED FROM APRIL 3, 2016, THROUGH SEPTEMBER 27, 2021, AT 8:00 A.M.
4. BEARINGS ARE BASED ON THE DESCRIPTIONS OF RECORD WITH THE WEST LINE OF LOT 3, BLOCK "M" OF ALLRED'S ADDITION TO THE CITY OF OCALA, AS RECORDED IN PLAT BOOK "A", AT PAGE 74, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEARING NORTH.
5. PARCEL OWNERSHIP DATA SHOWN HEREON OBTAINED FROM THE PROPERTY OWNERSHIP DATABASE OPERATED AND MAINTAINED BY THE OFFICE OF THE MARION COUNTY PROPERTY APPRAISER.
6. EASEMENTS OF RECORD ENCUMBERING THE SUBJECT PROPERTIES DESCRIBED HEREON ARE NOT SHOWN.
7. DIGITAL COPIES OF THIS SKETCH ARE INVALID UNLESS IT BEARS THE ELECTRONIC SIGNATURE OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR & MAPPER LISTED HEREON THAT IS DIGITALLY AUTHENTICATED IN ACCORDANCE WITH CHAPTER 5J-17.062, FLORIDA ADMINISTRATIVE CODE; PRINTED COPIES OF THIS SKETCH ARE INVALID UNLESS THEY BEAR THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR & MAPPER LISTED HEREON.
8. ADDITIONS, DELETIONS, AND/OR ALTERATIONS TO THIS SKETCH ARE PROHIBITED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE FLORIDA PROFESSIONAL SURVEYOR & MAPPER LISTED HEREON.

"PROPOSED GRANT OF EASEMENT IN FAVOR OF THE FLORIDA DEPARTMENT OF TRANSPORTATION"

SECTION:	07	TOWNSHIP: 15 S	RANGE: 22 E
DRAWN:	RKR	CHECKED:	RKR
DATE:			12.10.2021
SCALE:			1" = 100'
HORIZONTAL DATUM:			PER FDOT 36070-2512

REVISIONS:

NO.:	DATE & DESCRIPTION:	BY:

FILE NO.:	21-016582.001
WORK ORDER:	21-016582

CITY OF OCALA

CITY ENGINEER'S OFFICE
SURVEY DIVISION

1805 NE 30TH AVENUE - BUILDING 700A
OCALA, FLORIDA 34470
(352) 351-6772 (VOICE) (351) 351-6726 (FAX)

PREPARED FOR:
STORMWATER
ENGINEERING DIVISION

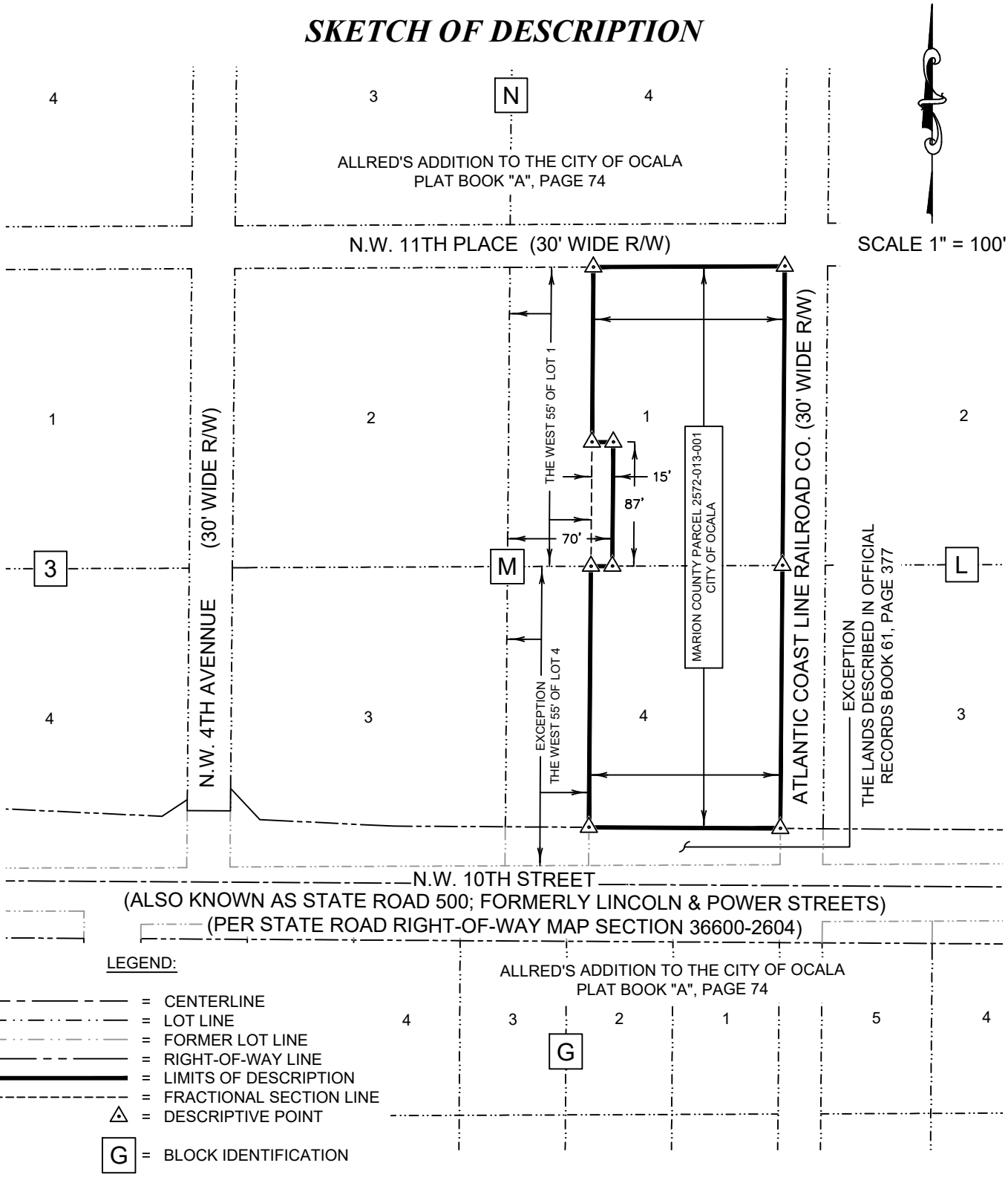
CERTIFIED TO: THE FLORIDA DEPARTMENT OF TRANSPORTATION

OCALA

Digitally signed by R. Kelly Roberts
DN: cn=R. Kelly Roberts, o=City of Ocala, a Municipal Corporation, ou=Survey Division - Office of the City Engineer, email=rroberts@Ocalafl.org, c=US
Date: 2021.12.10 16:50:58 -05'00'
Adobe Acrobat Reader version: 2018.011.20058

R. KELLY ROBERTS, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER NO. 5558
STATE OF FLORIDA DATE:_____

SKETCH OF DESCRIPTION



"PROPOSED GRANT OF EASEMENT IN FAVOR OF THE FLORIDA DEPARTMENT OF TRANSPORTATION"

SECTION:	07	TOWNSHIP:	15 S	RANGE:	22 E
DRAWN:	RKR	CHECKED:			RKR
DATE:					12.10.2021
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HORIZONTAL DATUM:					PER FDOT 36070-2512

REVISIONS:

NO.:	DATE & DESCRIPTION:	BY:

FILE NO.:	21-016582.001
WORK ORDER:	21-016582

CITY OF OCALA

CITY ENGINEER'S OFFICE
SURVEY DIVISION

1805 NE 30TH AVENUE - BUILDING 700A
OCALA, FLORIDA 34470
(352) 351-6772 (VOICE) (351) 351-6726 (FAX)

PREPARED FOR:
STORMWATER ENGINEERING DIVISION

OCALA

27-SPD04 07/02
October 5, 2021
This instrument prepared by
Robin D. Derr
Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 28,Part and 29,Part
SECTION 36600-2604
P.M. NO. 3603-2021
STATE ROAD Lincoln Street (SR 492)
COUNTY Marion

Please Return To:
Fla. Department of Transportation
719 S. Woodland Blvd.
R/W Records Mgmt., MS 1-551
DeLand, FL 32720-6834
Attn: M. Yeeloy-Sanderson

QUITCLAIM DEED

THIS INDENTURE, Made this 29th day of November, 2021, by and between the STATE OF FLORIDA by and through the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, Party of the First Part, whose address is 719 South Woodland Blvd., DeLand, FL 32720, to the CITY OF OCALA, a municipality of the State of Florida, Party of the Second Part, 601 SE. 25th Avenue, Ocala, Florida 34471.

WITNESSETH

WHEREAS, said land hereinafter described was heretofore acquired for state highway purposes; and

WHEREAS, said land is no longer required for such purposes, and the Party of the First Part, by action of the District Secretary, District Five, Florida Department of Transportation on November 29, 2021 pursuant to the provisions of Section 337.25 Florida Statutes, has agreed to quitclaim the land hereinafter described to the Party of the Second Part.

NOW THEREFORE, THIS INDENTURE WITNESSETH: That the Party of the First Part, for and in consideration of the sum of $1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, does hereby remise, release and quitclaim unto the Party of the Second Part, and assigns, forever, all the right, title and interest in all that certain land situate in Marion County, Florida, viz:

GREGORY C HARRELL CLERK & COMPTROLLER MARION CO
CFN# 2021164834 BK 7634 Pgs 1254-1257 11/30/2021 04:08:10 PM
REC FEE 35.50 INDEX

PARCEL NO. 28, PART **SECTION 36600-2604**

ALL OF:

"Lot 2 and the West 55 feet of Lot 1 of Block "M", Allred's Addition to the City of Ocala, according to the plat recorded in Plat Book "A", page 74, public records of Marion County, Florida,

containing 1.21 acres, more or less.

Also: A triangular parcel in the Northwest corner of Lot 3 Block "M" Allred's Addition aforesaid, described as:

Beginning on the West line of said Lot 3 at a point 10 feet South from the Northwest corner of said Lot 3 and running North along said lot line 10 feet to said Northwest corner; thence Easterly along North line of said Lot 3 a distance of 10 feet; thence Southwesterly in a straight line of said Lot 3 a distance of 10 feet; thence Southwesterly in a straight line to the point of beginning,

Containing 50 square feet, more or less."

(Being the lands described in Official Records Book 57, Page 38, Public Records of Marion County, Florida)

AND

PARCEL NO. 29, PART **SECTION 36600-2604**

ALL OF:

"The East 15 feet of the West 70 feet of the South 87 feet of Lot 1 of Block "M", Allred's Addition to the City of Ocala, according to plat recorded in Plat Book "A", page 74, public records of Marion County, Florida,

Containing .03 acre, (1305 square feet), more or less."

(Being the lands described in Official Records Book 61, Page 379, Public Records of Marion County, Florida)

GREGORY C HARRELL MARION COUNTY FL
CFN# 2021164834 OR BK 7634 PG 1255 Pgs 1254-1257 11/30/2021 04:08:10 PM

SUBJECT to all utilities in place and in use and to the maintenance thereof.

RESERVING unto the Party of the First Part, the State of Florida, Department of Transportation, a permanent, perpetual drainage easement in, over, under and through the property described in Exhibit "A" for the storm water drainage needs of the State of Florida, Department of Transportation associated with State Road 492, located in Marion County, Florida. Additionally, and not by way of limitation, Party of the First Part reserves storm water drainage capacity in said lands to satisfy all capacity and permit conditions associated with any and all future improvement of State Road 492 that may occur in the future. Party of the Second Part, the City of Ocala, shall be perpetually and solely responsible for the maintenance of the drainage system and property associated therewith. In the event the City of Ocala fails to repair, maintain, replace or reconstruct said drainage system or any damage arising out of or associated with the use of the drainage system, the State of Florida, Department of Transportation shall be entitled to perform the maintenance, repairs, replacement or reconstruction of the drainage systems and water retention areas at the expense of the City of Ocala.

REVERTER - The property herein described is to be used for storm water drainage, by the Party of the Second Part. If the property ceases to be used for the above described purpose all property rights shall revert back to the said Party of the First Part.

TO HAVE AND TO HOLD, the said premises and the appurtenances thereof unto the Party of the Second Part.

GREGORY C HARRELL MARION COUNTY FL
CFN# 2021164834 OR BK 7634 PG 1256 Pgs 1254-1257 11/30/2021 04:08:10 PM

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these presents to be signed in the name of the State of Florida Department of Transportation by its District Secretary, District Five and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ATTEST: Sharon C. Liehr

By: Jared W. Perdue, P.E.

Sharon C. Liehr
(type/print name)
Executive Secretary

District Five Secretary

(Affix Department Seal)

Legal Review

Office of General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 30th day of November, 2021, Jared W. Perdue, P.E., District Secretary for District Five, who is personally known to me, or who has produced _____ as identification.

TRACEY GRASSER
Notary Public - State of Florida
Commission # HH 178044
My Comm. Expires Sep 23, 2025
Bonded through National Notary Assn.

Tracey Grasser

Tracey Grasser
(type/print name)
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____

(Affix Notary Seal)

GREGORY C HARRELL MARION COUNTY FL
CFN# 2021164834 OR BK 7634 PG 1257 Pgs 1254-1257 11/30/2021 04:08:10 PM

27-SPD04 07/02
October 5, 2021
This instrument prepared by
Robin D. Derr
Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 28,Part and 29,Part
SECTION 36600-2604
P.M. NO. 3603-2021
STATE ROAD Lincoln Street (SR 492)
COUNTY Marion

Please Return To:
Fla. Department of Transportation
719 S. Woodland Blvd.
R/W Records Mgmt., MS 1-551
DeLand, FL 32720-6834
Attn: M. Yeeloy-Sanderson

QUITCLAIM DEED

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GREGORY C HARRELL MARION COUNTY FL
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IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these presents to be signed in the name of the State of Florida Department of Transportation by its District Secretary, District Five and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ATTEST: Sharon S. Liehr

By: _____

Sharon S. Liehr
(type/print name)
Executive Secretary

Jared W. Perdue, P.E.
District Five Secretary

(Affix Department Seal)

Legal Review
_____
Office of General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 30th day of November, 2021, Jared W. Perdue, P.E., District Secretary for District Five, who is personally known to me, or who has produced _____ as identification.

TRACEY GRASSER
Notary Public - State of Florida
Commission # HH 178044
My Comm. Expires Sep 23, 2025
Bonded through National Notary Assn.

Tracey Grasser
Tracey Grasser
(type/print name)
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____

(Affix Notary Seal)

GREGORY C HARRELL MARION COUNTY FL
CFN# 2021164834 OR BK 7634 PG 1257 Pgs 1254-1257 11/30/2021 04:08:10 PM

File #: 2022-0112, **Version:** 1

Submitted By: Burnadine Rich

Presentation By: James Haynes

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Approve contract for rehabilitation of the Taylor residence located on SW 2nd St. to R & R Builders, LLC for a total project cost not to exceed $54,884

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place, .

PROOF OF PUBLICATION:
Bid release to public on 11/30/2021

BACKGROUND:
The City of Ocala provides housing rehabilitation assistance to low-income homeowners. The Local Housing Assistance Plan (LHAP) is approved by the Florida Housing Finance Corporation and includes rehabilitation of owner-occupied housing for income-qualified applicants. Evaluation of the home located on SW 2nd Street, revealed active roof leaks and ceiling damage from the leaks. There is a need to replace the HVAC system and upgrade the insulation. The main electrical service has severe deterioration and is recommended for upgrades. Plumbing repairs, kitchen cabinets, bathroom remodel, exterior repair and repaint are also recommended with a termite treatment. All repairs will address health and safety needs for the homeowner.

FINDINGS AND CONCLUSIONS:

This rehabilitation project is for a qualified low-income person. Costs for this project were solicited using the City's procurement process and in accordance with grant and program guidelines.

On November 30, 2021 an invitation to bid, ITB#CDS/210988, was solicited for rehabilitation of the home. The bid closed on December 8, 2021 resulting in receipt of two bids. The bids were submitted by R & R Builders, LLC located in Ocala FL., for $54,884 and Central State Group Construction, Inc. located in Reddick, FL for $62,623.

This action is consistent with the City's LHAP. Under the SHIP program, the homeowner is required to sign a

deferred 15-year mortgage.

FISCAL IMPACT:

Funding in the amount of $54,884 will come from SHIP account number 140-050-699-559-55-34010.

PROCUREMENT REVIEW:

The agreement has been reviewed and approved for compliance with the City's procurement policies.

LEGAL REVIEW:

The contract will be reviewed and approved for form and legality by City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:

Council may accept staff's recommendation or provide further direction.

AGREEMENT FOR SHIP/HOME/CDBG HOUSING REHABILITATION

THIS AGREEMENT FOR SHIP/HOME/CDBG HOUSING REHABILITATION ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), **REGINALD TAYLOR, SR.** ("Owner") and **R & R BUILDERS, LLC** a Florida Limited Liability Company duly organized and authorized to do business in the State of Florida (EIN: 20-1321261) ("Contractor").

R E C I T A L S :

WHEREAS, on November 30, 2021, City issued an Invitation to Bid ("ITB") for rehabilitative construction work on a residential home located at 455 SW 2ND ST. OCALA, FLORIDA 34471, ITB No.: CDS/ 210988 (the "Solicitation"); and

WHEREAS, two (2) firm(s) responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Contractor was found to be the lowest; and

WHEREAS, Contractor was chosen as the intended awardee for rehabilitative construction work on the residential home located at 455 SW 2ND ST. OCALA, FLORIDA 34471 (the "Project"); and

WHEREAS, Contractor certifies that Contractor and its subcontractors, if any, are qualified and possess the required licensure and skill to perform the work required for the Project; and

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and 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 6)

Exhibit B: Contractor's Price Proposal (B-1 through 1)

Exhibit C: Work Write Up (C-1 through 9)

Exhibit D: Lead Based Paint Risk Assessment Report (D-1 through 28)

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 C, then (3) Exhibit B, 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 Contract Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **PROJECT SPECIFICATIONS.** This project will require the Contractor to have the following specifications and documents, which are incorporated by reference:

   City of Ocala Rehabilitation Standards Manual available at: https://www.ocalafl.org/home/showpublisheddocument/504/637545378827730000

   City of Ocala Metering Enclosure and Equipment Standards available at: https://www.ocalafl.org/home/showpublisheddocument/328/637632311592430000

   Florida Building Code (Most Recent Edition) available at: https://floridabuilding.org/c/default.aspx.

   In the event of a conflict between the individual Project Specifications regarding the scope of work to be performed, then the specification with the more restrictive provision shall take precedence over the others.

5. **COMPENSATION.** City shall pay Contractor, on behalf of Owner, a maximum limiting amount of **FIFTY-FOUR THOUSAND, EIGHT HUNDRED EIGHTY-THREE DOLLARS AND 87/100 CENTS ($54,883.87)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents. The Contract Sum under this Agreement may only be adjusted by written amendment executed by both parties.
   A. **Monthly Progress Payments**: The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by 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. Contractor shall be provided with a cover sheet for invoicing. This cover sheet must be filled out correctly and submitted with each invoice. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Community Development Services Department, Attn: CHRIS LEWIS, 201 SE 3RD STREET 2ND FLOOR, OCALA, FLORIDA 34471, Telephone: 352-425-7686; E-Mail: CLEWIS@OCALAFL.ORG .**

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

E. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; (iii) which fails to comply with any term, condition, or other requirement under this Agreement; or for (iv) representations provided in Contractor's billing statements that are wholly or partially inaccurate. 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.

F. **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.

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.

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. Contractor shall mobilize and commence work no later than **TEN (10)** working days from the date of issuance of a Notice to Proceed for the project by City. **At no time will the Contractor be allowed to lag behind**.
   B. **All work shall be substantially completed by Contractor in a manner satisfactory to the City Project Manager within NINETY (90) days of the start date indicated on the Notice to Proceed and ready for final payment within TEN (10) days of substantial completion**.
   C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **THREE (3)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.
   D. 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.
   E. 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. **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.

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

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

   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation,

term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

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

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

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

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

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

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

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

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

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

(4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) 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 subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

9. **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 **FIFTY AND NO/100 DOLLARS ($50)** 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.

10. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.

A. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1) YEAR** from the date of Final Completion.

B. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1) YEAR** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer.

C. Contractor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.

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. **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 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.

15. **OWNER'S RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of Owner:
    A. **Cooperation**. Owner shall cooperate with City and Contractor during the performance of the work. Owner hereby designates City as its agent to oversee and approve Contractor's work and to authorize payment to Contractor for approved invoices.
    B. **Access**. Owner shall grant access to the property subject to this Agreement. Owner may continue to occupy the property subject to this Agreement during Contractor's performance of the work unless otherwise agreed to by City, Contractor, and Owner. City shall not be responsible for relocating Owner during the pendency of the work.
    C. **Personal Property and Storage**. Owner agrees to remove any personal property within the project construction area so as to not interfere with the progress of the work. Owner shall ensure Contractor has easy access in and around the project construction area for the operation of equipment required for the performance of the work. Owner will allow for the necessary movement and replacement of rugs, furniture, and/or storage boxes as necessary for Contractor's performance of the work. Owner shall be responsible for procuring at Owner's sole expense any needed external storage. City shall not be liable for damage to Owner's personal property due to Owner's failure to remove said personal property pursuant to this section.
    D. **Pets**. Owner shall secure any and all pets in a location which does not interfere with the performance of the work or the Contractor's ability to fulfill its requirements under this Agreement. All pets shall be the sole responsibility of the Owner at all times hereunder.
    E. **Utilities.** Owner shall furnish and allow the use of electricity and water by Contractor at no additional cost to City or Contractor during Contractor's performance of the work.
    F. **License to Photograph Property**. Owner expressly grants to City the right to photograph or film images of the property subject to this Agreement, including the exterior and interior of the home or other structure, for documentation, education, and publicity purposes provided that such use shall not be for commercial purposes.
    G. **Color Coordination.** All colors for all materials shall be chosen by Owner at the time of execution of this Agreement from the pre-selected options provided by the Community Development Services Department. This section applies, but is not limited to, color

selection for roofing, windows, interior and exterior paint, cabinets, flooring, plumbing fixtures, doors, trim, and appliances.

H. **Homeowner's Insurance**. No insurance is provided by City under this contract to cover Owner. City recommends that Owner obtain a homeowner's insurance or other comparable policy that is sufficient and adequate to produce Owner's interests and/or liabilities.

I. **Lien on Property.**

(1) Owner agrees to occupy and remain in possession of the property subject to this Agreement for a period of not less than FIFTEEN (15) YEARS from the date of execution of this Agreement.

(2) Owner shall execute a Deferred Mortgage Loan equal to the total cost of rehabilitation set forth in the mortgage documents which names the City of Ocala as the lien holder. In the event that the amount set forth on the original Deferred Mortgage Loan does not represent the final cost of the rehabilitation services performed under this Agreement, Owner agrees to execute an amendment to the Deferred Mortgage Loan to reflect the true total cost of rehabilitation upon City's request.

(3) Owner's failure to comply with the provisions set forth herein shall constitute an event of default which may result in the acceleration of the repayment of the mortgage loan balance by Owner.

16. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of 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. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

B. Contractor shall have a competent resident job superintendent at the project worksite. Contractor's superintendent shall be the Contractor's primary representative at the project worksite and shall have authority to act on behalf of Contractor. Any and all directives given to the superintendent shall be binding on Contractor

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 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 be fully responsible for all acts and omissions of its subcontractors, employees, and other persons or organizations directly or indirectly employed by them.

H. Contractor shall utilize competent employees during the performance of the work. At the request of City, Contractor shall replace any incompetent, unfaithful, abusive, and/or disorderly person under Contractor's employ. City and Contractor shall each promptly notify the other of any complaints received. Smoking is prohibited at the Project worksite and Contractor shall ensure that its employees, subcontractors, and employees of its subcontractors abide by City's smoking regulations.

I. All Contractor and subcontractor vehicles shall have their company names located on the sides and all personnel shall be required to wear company attire. Contractor shall coordinate services with the City's Project Manager.

J. Contractor understands the use and/or possession of alcohol or drugs on a work sit is strictly prohibited. This is defined as either coming to the work site under the influence of alcohol/drugs or the use of alcohol/drugs on the work site. Contractor shall inform its subcontractors and employees of this policy. This policy shall be enforced at all times, including lunch, and before and after working hours on the site. Violation of this policy by Contractor, its employees, or its subcontractors shall be grounds for immediate termination of this Agreement by City and/or Owner.

K. Normal working hours shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday. Any changes in the work hours must be agreed to by City, Owner, Contractor, and any subcontractors.

L. Contractor shall not display any signs, posters, or other advertising matter in or on any part of work or around the site thereof without the specific approval in writing by City.

M. Contractor shall promptly secure all necessary permits, inspections and approvals required and allow al inspections of all work by authorized personnel.

N. 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.

17. **RESPONSIBILITIES OF CITY.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of Contractor:
    A. City shall serve as agent for Owner and administer this Agreement for Owner as it is necessary to ensure the satisfactory performance of this Agreement.
    B. City shall pay Contractor on behalf of Owner for the timely and satisfactory performance of the Work required under this Agreement.
    C. City will require and enforce Contractor compliance with the terms, conditions, and procedures set forth in this Agreement.
    D. City 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 for any reason.
18. **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.
19. **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.

20. **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.

21. **APPLICABLE FEDERAL PROVISIONS**.

A. **Civil Rights Act of 1964**. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

B. **Equal Employment Opportunity**. Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

C. **Copeland Anti-Kickback Act**. Contractor shall comply with the provisions with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

D. **Compliance in the Provision of Training, Employment, and Business Opportunities**. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development (the "Department") and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. The parties to this Agreement shall comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

22. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Contractor with a combined limit of not less than One Million Dollars ($1,000,000) for bodily injury and property damage for each accident. Contractor shall name City as an additional insured under the insurance policy.

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

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

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

    C. Coverage for contractual liability is also required.

    D. City, a political subdivision of the State of Florida, and its officials, employees, and volunteers shall 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 Contractor. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.

24. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability insurance in amounts required by applicable statutes. Contractor shall ensure any and all subcontractors have coverage as required by applicable statutes. City requires policies under this section to be endorsed to waive the insurer's right to subrogate against City and its officials, employees, volunteers by including a Waiver of Our Right to Recover from Others Endorsement (WC 00 03 13). Exceptions and exemptions may be allowed by City's HR/Risk Director, so long as they are in accordance with Florida Statute.

25. **MISCELLANEOUS INSURANCE PROVISIONS.**

    A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Contractor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Contractor's interests or liabilities but are merely minimums. No insurance is provided by the City under this contract to cover Contractor. **No work shall be commenced under this 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.

B. Deductibles. Contractor is responsible for the amount of any deductible or self-insured retention. Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by City.

C. Certificates of Insurance. Contractor 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. Shown on the certificate at the certificate holder should be: **City of Ocala, Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, E-Mail: vendors@ocalafl.org**. Renewal certificates must also be forwarded to the Contracting Department prior to the policy expiration. **TEN (10)** days written notice must be provided to the City in the event of cancellation.

*Non-rated insurers must be pre-approved by the City Risk Manager.

D. Failure to Maintain Coverage. In the event Contractor 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 Contractor under this Agreement, Contractor shall be considered to be in default of this Agreement.

E. Severability of Interests. Contractor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or to 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.

26. **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.

27. **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.
28. **WORK SITE AND CLEANUP.** Contractor shall confine construction equipment, stored materials, and the operations of workers to only those areas prescribed by City. 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 Owner. 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.
29. **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.

30. **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.
31. **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.
32. **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.
33. **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.

34. **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.

35. **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.

36. **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 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.

37. **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.
38. **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.
39. **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.
40. **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.

41. **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.
42. **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.
43. **INDEMNITY.** Contractor and Owner 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, Owner, their agents, and their employees.
44. **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.
45. **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:

R & R Builders, LLC
Attention: Rita Ravenscraft
1 Pecan Run Harbor
Ocala, FL 34472
Phone: 352-680-0231

E-mail: rita@rrbuilders.org

If to City of Ocala as Agent for Owner:

Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366
Fax: 352-690-2025
E-mail: tkimball@ocalafl.org

Copy to:

Robert W. Batsel, Jr.
Gilligan, Gooding, Batsel, & Anderson, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707
Fax: 352-867-0237
E-mail: rbatsel@ocalalaw.com

46. **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.

47. **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.

48. **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.

49. **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.

50. **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.

51. **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.

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

53. **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.

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

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

56. **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.

57. **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.

58. **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 dates set forth below.

ATTEST:

_____

Angel B. Jacobs
City Clerk

CITY OF OCALA

_____

Sandra Wilson
City Manager
Date: _____

Reviewed and Approved by Community Development Services Department:

_____

James Haynes, Director
Community Development Services

Approved as to form and legality:

_____

Robert W. Batsel, Jr.
City Attorney

R & R BUILDERS, LLC

_____

(Authorized Signatory)

By:_____

(Printed Name of Signatory)

Title: _____

(Title of Authorized Signatory)

Date: _____

Witnesses for Property/Homeowner Signature:

_____

(Signature of First Witness)

_____

(Printed Name of First Witness)

_____

(Signature of Second Witness)

_____

(Printed Name of Second Witness)

PROPERTY/HOMEOWNER

_____

(Signature of Property/Homeowner)

Reginald Lavon Taylor

(Printed Name of Homeowner)

Date: _____

CITY OF OCALA

_____

Ire Bethea, Sr

Council President

Date: _____

Rev 9.15.21

BACKGROUND

1. The City of Ocala is seeking quotes from qualified Florida licensed General or Building Contractors to perform rehabilitation work of a residential home located at **455 SW 2nd Street Ocala, FL, 34471**.
2. Contractor will provide all labor, materials, and equipment necessary to perform the services in strict accordance with the rehabilitation specifications, guidelines, and Florida Building Code.
3. **MANDATORY PRE-BID AND SITE VISIT MEETING:** Refer to the listing for the pre-bid meeting date, time, and location. Attendance at this meeting and site visit is required in order to participate in this bid.

LICENSING AND EXPERIENCE REQUIREMENTS

1. **Licensing Requirements:** Bidder must be a licensed **General or Building Contractor** in the State of Florida to submit a bid for this project.
2. **Experience Requirement:** Bidder must possess three years' experience in providing residential rehabilitation services.

INSURANCE REQUIREMENTS

1. **Commercial General Liability:** with limits of $1,000,000 per occurrence/$2,000,000 aggregate.
2. **Commercial Automotive Liability:** a combined limit of not less than $1,000,000.
3. **Workers' Compensation and Employer's Liability:** per Florida statutory requirements.

PERMIT AND SPECIFICATION REQUIREMENTS

1. **Permits Required:** Contractor will be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
   - Building
   - Roofing
   - Mechanical
   - Plumbing
   - Electrical
2. No work shall commence, nor will any permits be issues, until all associated contracts have been approved and signed by all applicable parties involved.
3. **Estimated Permit Cost/Allowance:** $733.87
4. **Permit Fee Schedule:** For information regarding permitting fees, please visit the following link: https://www.ocalafl.org/home/showpublisheddocument/490/637545367420930000
5. **Specifications:** All work shall be in compliance with the rehabilitation specifications and guidelines outlined in the Florida Building Code: https://floridabuilding.org/c/default.aspx
6. **Work Summaries and Reports:**
   A. Exhibit C - Work Write-up
   B. Exhibit D – Lead Base Paint Report

Rev 9.15.21

CONSTRUCTION TIMEFRAME

1. **Construction Time:** The required start time after the City-issued Notice to Proceed (NTP) shall be a maximum of ten (10) calendar days to begin work. Work will be completed and ready for final payment within **Ninety (90)** days of the issued NTP.
2. **Weather Days:** The Contractor shall submit a written request to the City Project Manager (email is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final. Contractor performance and execution of work will be considered in the determination for granting additional days.
3. **Lead Time:** The maximum acceptable lead time on materials is two (2) weeks. The City shall issue a Notice to Proceed (NTP) upon notification of receipt materials by Contractor.

ANTICIPATED TASKS AND HOURS

1. **Anticipated Tasks:** The Contractor will be required to perform the services in **Exhibit A- Work Write-Up** for the City of Ocala.
   A. This list is not an attempt to exclusively define those specific activities the Contractor will perform.
2. **Working Hours:** The normal/standard working hours for this project are 8:00 AM – 5:00 PM Monday through Friday, excluding holidays. No work will be permitted on City observed holidays.
3. Saturday work must be approved, in writing, at least forty-eight (48) hours in advance.
4. Contractor will be responsible for inspector's overtime.

PROJECT SUMMARY

1. This work includes but not limited to the following:
   - Kitchen remodel
   - Emergency Roof
   - Remove and Replace HVAC
   - Bathroom removal and replacement (making ADA compliant)
   - Install insulation
   - Exterior Repairs
   - Exterior Painting
   - Replace Exterior doors
   - Interior Repairs as listed
   - Interior Paint
   - Termite Treatment
   - Electrical Repairs/replace

2. Work shall be coordinated with the City Rehabilitation Specialist, Chris Lewis, 629-8333 or 425-7686, clewis@ocalafl.org.

CONTRACTOR RESPONSIBILITIES

1. The Contractor shall complete all work performed under this contract in accordance with policies and procedures of the City of Ocala and all applicable State of Florida and Federal laws, policies, procedures, codes, and guidelines.
2. The Contractor is responsible for purchasing the permits and ensuring that the hired sub-contractors purchase their required permits.
3. Each rehabilitation job shall have the required permits (i.e.: building permit, plumbing permit, electrical permit and H.A.R.V. permit).
    A. The contractor is responsible for purchasing the permits and ensuring that his/her sub-contractors purchase their required permits.
    B. All electrical, plumbing, mechanical, and structural inspections must be made by the City of Ocala Growth Management Department.
        i. The contractor is required to notify the Growth Management Department, (352) 629-8421 for each of the required inspections.
        ii. When calling for an inspection, you will need the address, owners name, contractor (on plumbing and electrical inspections, the plumber or electrician is the contractor) and the permit number.
        iii. The Rehabilitation Specialist shall sign each request for payment form as approved.
        iv. When an inspection is called into the Growth Management Department before 9:00 AM the inspections will be made by 12:00 noon. All inspections called before 2:00 PM will be made by 5:00 PM.
        v. The City of Ocala Growth Management Department makes "same day" inspections.
4. The contractor must have sufficient equipment to complete work. The City will not pay for rental of additional equipment, purchases of equipment, etc.
5. Construction shall be in compliance with all requirements and instructions of applicable manufacturers.
6. Work shall be completed immediately.
7. 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.
8. Contractor is responsible for all wages, taxes, and worker's compensation of all employees.
9. 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.

Rev 9.15.21

CONSTRUCTION WORK AREAS, SITE HOUSEKEEPING AND CLEANUP

1. Provide on-site sanitary facilities as required by Governing agencies.
2. **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 dispose of such waste materials, debris, and rubbish off-site.
3. Contractor to supply appropriately sized construction skip for demolition/construction debris.
4. **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.
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 hose clean sidewalks and concrete exposed surfaces if impacted by work or included in work area.
   D. All furnishings and equipment shall be placed back in the original locations.

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 solicitation.

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.
2. Contractor must provide a valid telephone number, email, and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to take a message.

Rev 9.15.21

3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA (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.
5. Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor, employees, and sub-contractors will be courteous to the public at all times while at the work site.
8. Contractor shall possess and maintain sufficient equipment to complete the work described herein. Contractor's equipment shall be in good repair, and contractor shall have a qualified operator to maintain the care of the equipment. All operators must be trained in proper use and care of equipment. A list of equipment shall be provided to the City upon request.
9. All company trucks must have a visible logo on the outside.
10. All employees must have a shirt with company logo and/or a badge with picture ID, company name and employee name to be worn at all times.

SUB-CONTRACTORS

1. Contractor shall not assign, sublet, or transfer any of the rights and/or duties under the terms of this agreement without written approval of the City.
2. Contractor must perform a minimum of **30%** of the work with their own forces.

SAFETY

1. The Contractor is solely responsible for ensuring safety during demolition and 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. The contractor will exercise every necessary precaution for the safety of the property and the protection of any and all persons and/or property located adjacent to or making passage through said property. All claims and repairs are to be made by the Contractor in a timely manner (48 hours).

Rev 9.15.21

6. 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.

DEFAULT

1. In the event of default by the awarded vendor, the City reserves the right to utilize the next rated bidder meeting specifications as the new vendor.
2. If this occurs, the next rated bidder meeting specifications shall be required to provide the items at the prices as contained on their proposal for this specification.

WARRANTY

1. Contractor will provide a twelve (12) month material and labor warranty from the date of completion, against operational failure caused by defective material or workmanship which occurs during normal use.
2. All manufacturer warranty documentation and owner/operator manuals must be provided before final payment request.

INVOICING

1. All original invoices will be sent to: Chris Lewis, Rehabilitation Specialist, Community Development Services, 201 SE 3rd Street, 2nd Floor, Ocala, FL 34471, email: clewis@ocalafl.org, or Natalia Cox ncox@ocalafl.org.
2. Contractor will invoice at least once a month or as draws require.

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. Bids will be received on a lump sum basis. Lump sum amounts must include all direct and indirect costs.
4. Award will be made to the lowest bidder, not including optional line items, meeting all requirements outlined herein.

Exhibit B 210988

Price Proposal Line Items
Contract # CDS/210988 - Taylor

R&R Builders, LLC

Ocala, Fl.

MANDATORY LINE ITEMS					
Item	**Description**	**UOM**	**Quantity**	**Lump Sum Cost**	**Total Cost**
1	Exterior Repairs	LS	1	**$ 3,300.00**	$3,300.00
2	Roof - Emergency	LS	1	**$ 11,250.00**	$11,250.00
3	Interior Repairs	LS	1	**$ 3,125.00**	$3,125.00
4	Exterior Painting	LS	1	**$ 2,500.00**	$2,500.00
5	HVAC	LS	1	**$ 10,500.00**	$10,500.00
6	Kitchen	LS	1	**$ 9,000.00**	$9,000.00
7	Interior Paint	LS	1	**$ 2,000.00**	$2,000.00
8	Bathroom	LS	1	**$ 5,200.00**	$5,200.00
9	Exterior Doors	LS	1	**$ 1,900.00**	$1,900.00
10	Termite Treatment	LS	1	**$ -**	$0.00
11	Insulation	LS	1	**$ 1,875.00**	$1,875.00
12	Electrical	LS	1	**$ 3,500.00**	$3,500.00
13	Permit Allowance	LS	1	**$ 733.87**	$733.87
Grand Total					**$54,883.87**

Exhibit C

Line Item	Description of Work	
1	Exterior repairs	
	1) Repair/replace carport headers east and south side. 2) Replace front right carport support post. Paint to match. 3) Repair/replace carport ceiling. Repair with like material. If replacement is only option, then replace with ½" plywood with battens covering the joints.	
2	ROOF	
	1) EMERGENCY ROOF 2) This work Will Require a Re-Roof Permit. 3) Tear off all roof surfaces to deck sheathing and repair any/all damaged or rotted areas as required. 4) If installed-Remove and properly dispose of old aluminum gutters and downspouts. Replace with new aluminum seamless gutters, downspouts and splash blocks. Provide color choices for owner. 5) Contractor will provide and install, if necessary, up to 320 sq. ft. of deck material (sheathing) and will provide a per foot cost of material and labor on any unforeseen sheathing damage over 320 sq. ft., determined as a change order. 6) Ensure all roof sheathing/decking is re-nailed per code requirements and passes required inspections. 7) Inspect all structural roof components visible during re-roof. Provide and install materials needed to "scab" or reinforce areas of rot or minor damage on trusses. 8) If major (requires an Engineer) structural damage is discovered, it must immediately be brought to the attention of the Rehab Inspector to determine how to proceed. 9) Provide and install ALL new roof components, 2" Aluminum Drip-edge, concealed "shingle over" ridge vent (install maximum amount), electrical mast collar, lead boots for plumbing vent pipes and risers for vents, colored to match roof. (Include new Range Hood Vent (8" or 10" w/ integrated damper) if vent currently exists, Bathroom Exhaust Vents (2 at 4" – 6" each, w/ dampers) are mandatory, and new vents for gas water heater and furnace (New Boot and Riser Vent colors to complement/match roof covering/house colors). 10) Provide and install completely new metal flashing around any chimneys and fasten and seal in place fully. Confirm all areas are sealed and do not leak. 11) Provide and install new materials for any other vent penetration not listed above. Insure all new and existing ductwork is properly and securely connected to new roof vents.	

12) **Dry-in with a code approved, secondary water barrier over sloped roof.**
13) **Provide and install as needed code approved "Peel and Stick" self-adhering membrane as a secondary water barrier over 100% of shallow/metal roof area and insure all required or needed flashing is completely/properly installed.**
14) **Provide and install, code compliant, dimensional asphalt shingles, minimum 130 MPH wind rating and minimum 30-year warranty. Owner to choose color following contract signing, and Rehab Specialist must approve. (Lighter, Energy Star colors suggested)**
15) **Remove and properly dispose of all debris and nails around home, and insure no nails are left, especially in driving/parking/walking areas.**
16) **Provide homeowner and Rehab Specialist with written copy of roof warranty from contractor and manufacturer, including the shingle color and brand name and model line of shingles and underlayment used, immediately following Roof final inspection.**
17) **NOTE: It is the contractor's responsibility to schedule and successfully pass all required inspections.**

3	**Interior repairs**	

1) **Repair termite damaged floors/thresholds/floor joist as necessary throughout.**
2) **Contractor will provide and install, if necessary, up to 320 sq. ft. of sub floor material, and will provide a per foot cost of material and labor on any unforeseen flooring damage over 320 sq. ft., determined as a change order.**
3) **Prep floor so that it is clean, dry and level. Provide and install new Waterproof Vinyl Plank flooring throughout except for bathroom. Provide and install proper transition at bedroom/hall doorway into bathrooms and where needed. Provide and install new base molding and, if needed, shoe molding around full perimeter of flooring.**
4) ***Install Large (12x12 or larger) Porcelain floor Tile on bathroom floor.***

4	**EXTERIOR PAINTING**	

1) **Carefully pressure wash/clean 100% of the exterior of the home, including, front entry way and sidewalk, walls, soffits, fascia and gables, etc.**
2) **Remove 2 pieces of woof from back wall of house and patch holes as necessary.**
3) **Caulk and fill or repair all cracks, gaps, holes or other damage around perimeter of home with a paintable, water-based elastomeric, acrylic caulk before applying any primer or paint. Suggested "Big Stretch" High Performance, water-based sealant by Sashco or Equal/better.**
4) **Prime all exterior doors, trim, front entry ceiling, etc. with Sherwin-**

Williams Multi-Purpose Interior/Exterior Latex Primer/Sealer, (or equal, per Data Sheet) unless product is not specified for use on a specific building material/surface.

5) **Provide and apply at least one "Full-Coverage Coat" of Sherwin Williams "PrimeRx Peel Bonding Primer" OR "Loxon Conditioner (White)" OR Equal/Better (Provide MSDS Sheets for any requested alternate – MUST be pre-approved by Rehab Inspector) to all exterior CMU walls, gables, and other surfaces as appropriate.**
6) **Paint all exterior surfaces using Sherwin-Williams "SuperPaint Exterior Acrylic Latex" (or equal/better per data sheet). Owner to select wall color (1), trim color (1) and front entry door color (1), following contract signing, however, color selections MUST BE PRE-APPROVED by the Rehabilitation / Inspection Specialist before application of paint materials.**

At Rehab Final Inspection, provide a list of the manufacturer, type, sheen/finish and color of all coatings used and the respective locations where they were applied, to the owner and Rehab Specialist.

5	HVAC	

1) ****This work will require a permit****
2) **Remove and properly dispose of existing HVAC System, Air Handler, Condenser Unit, Copper Lines and Condensate Pipe, etc.**
3) **Provide and install completely new, properly sized to home, Electric Heat Pump Style HVAC System, including ALL new Copper Lines and Condensate Pipes, pipe insulation and any other related components.**
4) **Insure that new condensate line empties a minimum of 12" away from the side walls of the home and is secured per code.**
5) **Provide and install new Thermostat wires for ALL new equipment. If electrical supplies and disconnects are sized properly to handle new system, they may be re-used, otherwise it will be the contractor's responsibility to provide and install new electrical wiring and disconnects required for new HVAC Equipment.**
6) **Provide and install NEW Circuit Breakers for Air Handler, Heat Strips and Compressor.**
7) **New HVAC Unit MUST be a Minimum of 14 SEER and MUST be Energy Star Certified in Florida. Install emergency drain pan with float switch if needed (observed rust, mold, algae).**
8) **Provide and install a Secondary "wet" switch as a safety backup to the gravity condensate where needed.**
9) **If existing Plenum Base is damaged, rotted or in any way deteriorated, provide and install ALL necessary materials to properly repair or rebuild the plenum with (if metal, then replace with metal).**
10) **Provide and install new standard filter box and new filter(s), minimum of MERV-5 Rating or better, in a readily accessible manner. Filter size should be common and readily available at any chain retail store such as Walmart.**
11) **Provide and install a new digital, Programable Thermostat,**

matched/compatible to new system. Ensure that new thermostat is designed to utilize the maximum functionality of the new HVAC systems' capabilities (temperature and humidity control and programing) and Energy Efficiency.

12) Replace existing ductwork with new.

13) Replace the existing supply registers and return grills throughout home with new HVAC system design. If existing supply or returns are not sized or located properly, Provide and install properly sized registers and returns as needed, throughout home and make all necessary repairs to home in all locations a component is removed or replaced.

14) If required by code or for permit, obtain and provide Energy Calculations and Manual D & J Reports.

15) Copies of all documents, including Signed Energy Calculations, Manual D & J Reports, Warranty Information and ALL Paperwork required for any Energy Rebates that the owner may be eligible for must be made and provided to Owner and Rehab Inspector at Rehab Final Inspection.

16) Provide Owner with basic instruction of how to operate new HVAC System / Thermostat, filter change schedule and instruction on suggested service intervals.

6	Kitchen	

1) Remove and dispose of all existing cabinets and countertops
2) Provide and install prefabricated hard wood faced cabinets. Add wall and base both sides of stove. Include ADA Compliant door and drawer hardware ($3-$5 min. price range each). Provide 2 extra hardware.
3) Remove and install new range hood vented to the outside. Make any necessary roof repairs to install vent on the roof.
4) Close in opening behind stove approximately 6"-12" to hide back of stove and 6"-12" from top to hide and provide backing for hood. Use like material each side to finish.
5) Provide and install Formica countertops with 4-inch backsplash, color to be selected by homeowner at contract signing.
6) Install new 8" stainless steel sink with single lever Delta faucet with sprayer, includes all related plumbing, water supplies and shut off valves.
7) Repair/Remove and Install new drywall as needed

7	Interior paint	

1) Provide and apply "Kilz" (equal or better) stain resistant primer to all walls/ceilings and new and/or unpainted drywall throughout.
2) Provide and apply one or more (if necessary), full-coverage coats of Sherwin-Williams ProMar 200 Zero VOC Interior Latex, equal or better.
3) Ceilings/walls/doors/trim to be painted semi-gloss.

8	BATHROOM	

1) **Complete interior demolition of existing bathroom, down to studs and sub-floor.**
2) **Save reuse bathroom door and frame.**
3) **Remove and dispose of all debris.**
4) **Repair or add sub-framing in walls if/as needed.**
5) **Make all necessary repairs and modifications to rough plumbing while walls are open and accessible, and schedule and "Pass" required inspections.**
6) **Water-Jet, bore or snake <u>throughout all waste drain pipes in all areas</u>, to establish a clear waste drain system. If pipes are not able to be adequately restored to proper flow, a detailed Work Change Directive with an alternative option for restoring the drainage system and specific details of why and what additional work is being requested will need to be submitted for approval and thoroughly reviewed before any further work can be done or approved.**
7) **Replace tub with new.**
8) **Provide and install solid wood backing to accommodate three (3) new ADA Grab Bars for shower. 36" to 42" on large back wall of shower area and a vertical 36" to 42" on each end of the shower enclosure. Contractor <u>will not</u> install grab bars. Provide owner with drawing of backing location.**
9) **Provide and install solid wood backing for installation of "hard mounted" shower curtain rod to be mounted at/or about 78" Above Finished Floor to Center-Line.**
10) **Provide and install solid wood backing behind toilet to accommodate new ADA Grab Bar, approximately 36". Contractor <u>will not</u> be installing grab bars. Provide owner with drawing of backing location.**
11) **Provide and install new insulation in ALL open wall cavities where needed, using batt, r-foil or other insulation, as appropriate.**
12) **Provide and install, with approved fasteners, Cement board backing on all walls and around window opening in shower area. (tile backer or dura-rock, or equivalent)**
13) **Provide and install new moisture resistant gypsum-type wallboard on all other walls and ceilings, where needed, in bathroom and finish with smooth or very light texture. Make ceiling repairs as needed.**
14) ***Install Large (12x12 or larger) Porcelain Wall Tile, with all other appurtenances still included. (Large Niche, Soap shelves and towel bar). Tile shall extend to the ceiling.***
15) **Provide and install one large recessed shampoo/soap niche where client chooses on shower wall, and two (2) Surface mounted corner shelves for shampoo and soap storage in back corner.**

16) **Provide and install new Delta, single lever, "Classic" shower valve and trim**

17) **Provide and Install new shower head; 1.75-2.5-GPM.**

18) **Provide and install new vanity sink base cabinet with solid surface top and integrated sink, top color to match or contrast shower walls. Maximum size to fit area.**

19) **Provide and install new ADA height, elongated white 2-piece toilet, WaterSense Certified, 1.28gpf, w/chrome flush lever and soft-close seat/lid.**

20) **Provide and install new ¼ -turn supply stop and supply line, new wax ring and new flange or stainless-steel flange repair ring (If broken or damaged) and nylon flange bolts (suggested). Insure new toilet is level and secured properly and does not leak, use matching grout or caulk around base of new toilet at floor.**

21) **Provide and install new Delta "Classic" lavatory faucet, include all related plumbing, new water supply lines and ¼-turn stops, trap and drain pipes. Insure properly sealed connection to all pipes.**

22) **Provide and install new LED bathroom general lighting**

23) **Install new porcelain tile floor throughout bathroom, home owner to choose color following contract signing, from contractor provided selections.**

24) **Provide and apply "Kilz-type" primer or Equal on walls and ceilings.**

25) **Provide and apply at least two (2) finish coats, full coverage, Paint for walls and ceiling with acrylic latex, Low/No VOC Paint materials, Sherwin-Williams ProMar 200 OR Equal. Ceiling to be flat white, walls will be Mildew Resistant Satin or Semi-Gloss, and trim to be semi-gloss or gloss. Color selected by client following contract signing.**

26) **Provide and install new mirrored, recessed medicine cabinet, similar in size to the old cabinet that was removed.**

27) **Provide and install two (2) new towel bars, one (1) new toilet paper holder, one (1) hand towel hook/ring, in locations that permit the greatest amount of space and mobility within the bathroom space. Color to match.**

28) **Provide and install new "hard-mounted" Chrome Shower Curtain Rod to fit shower opening, centered at/about 78" to 80" Above Finished Floor. Insure proper fit with owner-provided new shower curtain**

29) **NOTE: <u>ALL</u> Metal Bathroom Finish Colors to match and shall be Chrome, or Brushed Nickel finish. (eg. Lavatory faucet, shower trim and shower head, flush lever, towel bars, shower curtain rod, etc.)**

9	**Exterior Doors**	

1) **Remove and save front entry Storm Door reinstall after exterior painting.**

2) **Remove and dispose of Front Entry door, and east carport door and associated, jambs, casings and trims.**

3) **Provide, Install and properly seal new pre-hung, Steel 6 panel doors**

	on rot-proof jambs, double-bored for entry locks and deadbolts. Confirm hinge and threshold colors will match lock sets. Insure doors open and close smoothly and are fully sealed from exterior elements, light, water, air, etc. Insure that new thresholds meet interior flooring in a neat and finished way or that an appropriate transition is installed to give a completed and "like new" appearance. 4) Provide and install new, rot resistant, exterior trim and new interior casing on all doors. Prime and paint doors and trim, and casing, interior and exterior, colors to match existing house trim or new color to be pre-approved by owner AND Rehab Specialist. Confirm dimensions, design and door swing during Pre-bid Inspection for each door unit. 5) Provide and install Peephole Viewer, Model DS238, OR Equivalent, into new Front Entry Door, at a height agreed to by owner. Color to match door hardware. 6) Provide and install matching Lever-Style, Kwikset "SmartKey" Entry Locksets with deadbolts, keyed alike, at all three (3) exterior door locations. Provide "re-keying tool" and instructions to owner at Final. (Finish color of lock hardware, hinges and thresholds to be selected by owner following contract signing).	
10	**Termite Treatment Not in Bid**	
	1) Treat for dry wood and sub-terranean termites. Provide owner warranty 1 year.	
11	**Insulation**	
	1) Provide and install additional blown-in insulation into 100% of the attic cavity, to bring "R-value" to R-30 or higher. 2) Provide and install new depth gauges as required by code, that are visible from closest attic access point(s) 3) Provide and install new gasket seals around all attic access openings. If new openings are created to complete other work at home, insure those new access points are either closed in and replaced to "like-new" condition or that they are properly sealed with new gasket material and secured in place with new trim materials. 4) Provide owner and Grants Specialist with copies of certificate(s) for Insulation installation and any other paperwork that might be required for owner to obtain Ocala Electric Utility or other rebates they may qualify for.	
12	**Electrical**	

1) **Install GFCI protection in all wet locations.**
2) **Remove old smoke alarm bases and repair wall/ceiling.**
3) **Install new hard wired smoke alarms in bedrooms and hall/living room.**
4) **Remove and properly dispose of ALL outdoor security/floodlight fixtures at 4 corners if installed.**
5) **Provide and install new LED Security Floodlight-type fixtures to include wiring, switches, etc. at 4 corners.**
6) **Security/Flood Lights must have at least two aimable LED bulbs in each fixture. Suggested – Good Earth Lighting, Model #SE1084-WH3-02LF0-G or Equal. Confirm with owner if "Motion Activated" or not.**
7) **Remove and properly dispose of all old smoke alarms and mounting plates throughout the home.**
8) **Provide and install new CO/Smoke Combo Alarms, throughout home. Minimum, one Smoke Alarm in each sleeping space and one Combo CO/Smoke Alarm in each common-area immediately adjacent to sleeping space(s). ALL Smoke and CO/Smoke Alarms MUST be Interconnected, hardwired, on existing circuit if possible, or NEW dedicated Arc Fault Breaker and, must have 10-year Non-serviceable battery backups. NOTE: If new circuit is needed, this work will require a permit.**
9) **Existing locations where smoke alarms were previously located should be used if possible, otherwise the old locations must be repaired and painted to "best match" of surrounding walls, texture and color.**
10) ***Any devices requiring new circuits/switches or wiring shall be included in the total price.***

	General Conditions	

1) **It is the responsibility of the Contractor and/or Subcontractors to obtain any/all required permits necessary to perform the work described above and to properly post/display them clearly at the job site.**
2) **It is also the responsibility of the Contractors and Sub Contractors to ensure all required inspections are requested and passed, up to and including the Final inspections from the City of Ocala Building Department and the Community Development Services Department.**
3) **Provide owner color choices when available.**
4) **Contractor is responsible for verifying all counts and measurements.**



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

•9007 Paolos Place, Kissimmee, FL 34747
•(321)401-5094 Office
•(814)243-1927 Cell
•dkenvironmental@yahoo.com
•www.dk-environmental.com

LEAD-BASED PAINT INSPECTION REPORT

PREPARED FOR THE FOLLOWING PROPERTY:



455 SW 2nd Street
Ocala, FL 34471

PERFORMED ON:
October 25, 2021

PERFORMED AND PREPARED BY:

Debra Koontz
Certified Risk Assessor
LBP-R-I191376-2

TABLE OF CONTENTS

I. Cover Letter

II. Executive Summary

III. Scope of Inspection

A. Building Background
B. Preface
C. Training
D. Equipment
E. Inspection Company
F. Methods
G. Findings
H. Conclusions

IV. Disclosure Responsibility and Disclaimer

V. XRF Results

VI. Drawings/Floor Plans

VII. Property Photographs

VIII. License/Certification

IX. XRF Performance Characteristic Sheet

X. Glossary

Confidentiality Notice: This 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.

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October 25, 2021

Re: Lead-Based Paint Inspection Report

Property Located at: **455 SW 2nd Street, Ocala, FL 34471**

Property Owner: **Reginald Taylor Sr.**

Phone: **352-207-6220**

Dear Client:

Please find enclosed the lead-based paint inspection report for the property located at **455 SW 2nd Street, Ocala, FL 34471**. The survey was performed within the current acceptable industry guidelines, Housing and Urban Development (HUD) Guidelines Chapter 7 (revised 1997) and EPA regulations.

DK Environmental & Construction Services, Inc. (DKE) conducted the lead-based paint inspection services at the above-referenced site on **October 25, 2021**.

DKE used an RMD LPA-1 X-Ray Fluorescence (XRF) lead paint analyzer to sample paint for lead. XRF instrument serial #2737 (resourced on April 21, 2021) was used on this job.

Licensed EPA Lead Risk Assessor Debra Koontz (License No. LBP-R-I191376-2, expiration date 09/06/2024) performed the inspection services.

At the specific time and date of the inspection services, DK Environmental & Construction Services, Inc. detected no lead-based paint in the property.

If you have any questions or concerns regarding this report, please feel free to contact us at 814-243-1927.

Sincerely,

Debra Koontz

Debra Koontz, President
DK Environmental & Construction Services, Inc.

II. Executive Summary

DKE was authorized to perform a lead-based paint (LBP) inspection of the property located at **455 SW 2nd Street, Ocala, FL 34471**. DKE tested all painted components according to the specifications described in the protocols for Lead Based Paint testing in the Housing and Urban Development (HUD) Guidelines Chapter 7 (revised 1997) and all applicable Federal, State, and Local regulations.

DKE's scope of services involved XRF testing as well as a surface-by-surface visual inspection of all painted surfaces throughout the entire property to determine which lead-based paint surfaces/components are deteriorated (above de minimis level). All accessible, painted building components (that potentially contain lead-based paint) were tested utilizing X-Ray Fluorescence (XRF) Analysis. The data collected is in Appendix V. Wall "A" in each room is the wall where the front entrance door opening is located (or aligned with the street). Going clockwise and facing wall "A", wall "B" will always be to your right, Wall "C" directly to the rear and wall "D" to the left.

DKE tested a total of **eighty-nine (89) surfaces via XRF analysis and six (6) calibrations. Zero (0) were found to contain lead at levels greater than or equal to the regulatory level of 1.0 mg/cm2**. These surfaces are identified in Section III: G. This report represents all field data, observations and findings related to the lead inspection performed in the above referenced property. The results, assessments and findings stated in this report are representative of the conditions observed in this property at the time of the inspection services.

This inspection measures lead in both deteriorated and intact paint surfaces. The procedure involved taking readings from representative surfaces throughout the testing area or room. The most common primary analytical method for detecting lead in paint is X-Ray Fluorescence (XRF). The XRF instrument is used because of its demonstrated abilities to accurately determine the amount of lead that is present without disturbing the painted surfaces as well as its high speed and relatively low cost per sample.

Some building components may have been inaccessible at the time of the inspection services, or were not tested because they were covered by other building materials (paneling, tile, siding, etc.). It is possible that painted surfaces may be hidden by these materials. Such surfaces should be assumed to contain lead-based paint, or should be tested by a licensed lead-based paint inspector or risk assessor.

III. Scope of Inspection

A. Building Background

The property located at **455 SW 2nd Street, Ocala, FL 34471** is a **552** square feet building (1 unit), built in **1962**. No history of renovations, repairs, or painting was provided to DKE during the inspection services.

B. Preface

DKE was authorized to perform lead-based paint testing of the above referenced property to determine the possible presence, condition, location and amount of lead-based paint. The testing was conducted on **October 25, 2021** from 8:42am to 9:14am.

C. Training

All inspectors utilized by DKE have EPA/State licensure and are licensed Lead Risk Assessors who have passed the "HUD Visual Assessment Course". All Lead Risk Assessors utilized by DKE have also been trained in the use, calibration and maintenance of the X-Ray Fluorescence (XRF) equipment they currently use, along with necessary principles of Radiation Safety.

D. Equipment

An RMD LPA-1 X-Ray Fluorescence (XRF) lead paint analyzer, serial #2737 was used on this job.

E. Inspection Company

The inspection services were performed by an inspector/risk assessor employed by DK Environmental & Construction Services, Inc. 9007 Paolos Place, Kissimmee, FL 34747, telephone number (321)401-5094.

F. Methods

The calibration of the type of X-Ray Fluorescence (XRF) is done in accordance with the Performance Characteristic Sheet (PCS) for this instrument. These XRF instruments are calibrated using a calibration standard block of known lead content. Three calibration readings are taken before and after each property is tested to insure manufacturer's standards are met. If the inspection is longer than four hours, a set of three calibration readings must be taken before the four hours expires, and then an additional three calibration readings taken at the end of the inspection. If for any reason the instrument is not maintaining a consistent calibration reading within the manufacturer's standards for performance on the calibration block supplied by the manufacturer, manufacturer's recommendations are used to bring the instrument into calibration. If the instrument cannot be brought back into calibration, it is taken off the site and sent back to the manufacturer for repair and/or re-calibration.

G. Findings

Property Address: **455 SW 2nd Street, Ocala, FL 34471**

DKE tested a total of **eighty-nine (89) surfaces via XRF analysis and six (6) calibrations. Zero (0) were found to contain lead at levels greater than or equal to the regulatory level of 1.0 mg/cm2 in paint in the surfaces tested**:

At the specific time and date of the inspection services, DK Environmental & Construction Services, Inc. detected no lead-based paint in the property.

H. Conclusions

No lead-based paint was identified, as defined by Environmental Protection Agency/Department of Housing and Urban Development (EPA/HUD) as containing lead-in concentrations greater than or equal to 1.0 mg/cm2.

When evaluating this report, it is assumed that according to Chapter 7 HUD guidelines, that if one testing combination (i.e. window, door) is positive for lead in an interior or exterior room equivalent, that all other similar testing combinations in those areas are assumed to be positive. The same is true for negative readings. All inaccessible areas are assumed to be positive, even though they were not able to be tested. Inaccessible areas are noted in Section V – XRF Results.

If the lead evaluation results indicate the presence of lead-based paint, the prospective owner may wish to obtain, at *the prospective owner's expense*, additional services of a lead-based paint inspector or risk assessor, certified for the State in which the property is located, to help understand the positive results. This person would review this report and might make additional recommendations about lead hazard control actions. Interpretations and possible actions may vary when only a few readings indicate the presence of lead-based paint.

This inspection was done in accordance with Lead Safe Housing Rule 24 CFR Part 35 subpart J as amended June 21, 2004. The sample results are presented in Appendix V.

The surface conditions ranged from "Intact" to "Deteriorated" at the time of the inspection. Upon completion of lead hazard reduction activities, A clearance examination is required to determine that the lead hazard reduction efforts were performed adequately. "Paint Film Stabilization" means to repair any defect in

the substrate, or any defect in a building component, that is causing the paint deterioration, to remove all loose paint and other loose material from the surface to be treated using lead-safe work practices, and to apply a new protective coating of paint.

A Clearance Examination would include a visual evaluation of all surfaces that were determined to be defective during the initial inspection, and collection of dust samples. It should be determined that the deteriorated paint surfaces have been corrected and that no settled dust lead hazards exist in the dwelling or unit. The clearance report must be signed by a certified/licensed Lead Inspector/Risk Assessor.

Painted surfaces found to be intact during the inspection which contain levels of lead greater than or equal to 1.0 mg/cm2 could create lead hazards if the paint is turned into dust by abrasion, scraping, or sanding. If conditions of intact paint surfaces become destabilized, these conditions will need to be addressed. If any future construction or modernization work is done on the premises, this report should be given to the contractors as well as the tenants.

IV. DISCLOSURE RESPONSIBILITY AND DISCLAIMER

Disclosure Responsibility

A copy of this report must be provided to new lessees (tenants) and purchasers of this property under Federal Law (24 CFR part 35 and 40 CFR part 745) before they become obligated under a lease or sales contract. The complete report must also be provided to new purchasers and it must be made available to new tenants. Landlords (lessors) and sellers are also required to distribute an educational pamphlet and include standard warning language in their leases or sales contracts to ensure that parents have the information they need to protect their children from lead-based paint hazards.

Disclaimer

This is our report of a visual survey, and X-Ray Fluorescence (XRF) analysis of the readily accessible areas of this building and tested components. The presence or absence of lead-based paint or lead-based paint hazards applies only to the tested or assessed surfaces on the date of the field visit. It should be understood that conditions noted within this report were accurate at the time of the inspection services and in no way reflect the conditions at the property after the date of the inspection services. No other environmental concerns were addressed during the inspection services.

V. XRF Results

455 SW 2nd Street, Ocala, FL 34471

Read No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Paint Color	Lead (mg/cm²)	Mode
Interior Room 001 Living Rm									
006	A	Wall	U Ctr		I	Drywall	Tan	-0.1	QM
005	A	Ceiling	Ctr		I	Drywall	White	-0.2	QM
004	A	Door	Ctr	Door	I	Steel	White	-0.1	QM
015	B	Attic Access	Rgt		I	Wood	White	-0.5	QM
009	B	Wall	U Rgt		I	Drywall	Tan	-0.3	QM
010	B	Baseboard	Rgt		I	Wood	Tan	-0.1	QM
007	C	Wall	U Ctr		I	Drywall	Tan	-0.3	QM
011	C	Door	Lft	Casing	I	Wood	Tan	-0.2	QM
012	C	Door	Lft	Jamb	I	Wood	White	-0.4	QM
013	C	Door	Lft	Door	I	Wood	White	-0.4	QM
014	C	Door	Ctr	Door	I	Wood	White	-0.3	QM
008	D	Wall	U Ctr		I	Drywall	Tan	-0.3	QM
Interior Room 002 Kitchen									
019	B	Wall	U Ctr		I	Drywall	Tan	-0.2	QM
020	C	Wall	U Ctr		I	Drywall	Tan	-0.1	QM
021	C	Ceiling	Ctr		I	Drywall	White	-0.2	QM
022	C	Window	Rgt	Header	I	Wood	Tan	-0.2	QM
018	D	Wall	U Lft		I	Drywall	Tan	-0.3	QM
017	D	Baseboard	Rgt		I	Wood	Tan	-0.3	QM
016	D	Door	Ctr	Door	I	Steel	White	0.1	QM
Interior Room 003 Bathroom									
027	A	Wall	U Ctr		I	Drywall	Tan	-0.3	QM
025	A	Door	Rgt	Door	I	Wood	White	-0.3	QM
026	A	Door	Rgt	Casing	I	Wood	White	-0.1	QM
028	B	Wall	U Ctr		I	Drywall	Tan	-0.3	QM
024	B	Baseboard	Ctr		I	Wood	White	-0.6	QM
023	C	Ceiling	Ctr		I	Drywall	White	-0.1	QM
029	D	Wall	U Ctr		I	Drywall	Tan	-0.2	QM
Interior Room 004 Bedroom A									
035	A	Closet wall	Lft		I	Drywall	White	0.0	QM
036	A	Wall	U Ctr		I	Drywall	White	-0.2	QM
030	A	Baseboard	Ctr		I	Wood	White	-0.4	QM
034	A	Ceiling	Lft		I	Drywall	White	0.0	QM
031	A	Door	Lft	Door	I	Wood	White	-0.3	QM
032	A	Door	Lft	Casing	I	Wood	White	0.1	QM
033	A	Door	Lft	Jamb	I	Wood	White	-0.6	QM
038	B	Wall	U Lft		I	Drywall	White	-0.3	QM
037	B	Window	Ctr	Header	I	Wood	White	-0.1	QM
039	C	Wall	U Lft		I	Drywall	White	-0.3	QM
040	D	Wall	U Ctr		I	Drywall	White	-0.2	QM
Interior Room 005 Bedroom B									
042	A	Wall	U Lft		I	Drywall	White	-0.3	QM
044	A	Baseboard	Ctr		I	Wood	White	-0.2	QM
043	A	Window	Ctr	Header	I	Wood	White	0.3	QM
045	B	Wall	U Rgt		I	Drywall	White	-0.2	QM
048	C	Closet wall	Lft		I	Drywall	White	-0.6	QM
046	C	Wall	U Ctr		I	Drywall	White	-0.3	QM
047	C	Ceiling	Lft		I	Drywall	White	-0.3	QM
049	C	Door	Lft	Door	I	Wood	White	-0.3	QM
050	C	Door	Lft	Casing	I	Wood	White	-0.1	QM
051	C	Door	Lft	Jamb	I	Wood	White	0.0	QM
041	D	Wall	U Ctr		I	Drywall	White	-0.2	QM

006 Exterior

056	A	Fascia		Rgt		D	Wood	White	0.3	QM
057	A	Post		Rgt		D	Metal	White	0.0	QM
061	A	Wall	U	Ctr		I	Concrete	Green	0.0	QM
059	A	Window		Rgt	Sill	I	Concrete	White	0.2	QM
052	A	Door		Rgt	Door	I	Steel	White	-0.1	QM
053	A	Door		Rgt	Jamb	I	Wood	White	-0.1	QM
054	A	Door		Rgt	Casing	I	Wood	White	-0.1	QM
055	A	Door		Rgt	Threshold	D	Wood	Green	0.3	QM
060	A	Railing		Rgt	Rl Support	D	Wood	Green	0.0	QM
058	A	Railing		Rgt	Railing	D	Metal	White	0.0	QM
062	B	Wall	U	Ctr		I	Concrete	Green	0.0	QM
063	B	Window		Lft	Sill	I	Concrete	White	0.0	QM
066	C	Wall	L	Lft		D	Wood	Green	0.0	QM
065	C	Wall	L	Ctr		D	Concrete	Green	0.1	QM
064	C	Window		Ctr	Sill	D	Concrete	White	-0.2	QM
073	D	Overhang		Ctr		D	Wood	White	-0.1	QM
074	D	Clng Beam		Ctr		D	Wood	White	0.0	QM
075	D	Post		Ctr		D	Metal	White	-0.2	QM
067	D	Wall	U	Ctr		I	Concrete	Green	0.0	QM
068	D	Window		Ctr	Sill	I	Concrete	White	-0.1	QM
069	D	Door		Rgt	Casing	I	Wood	White	0.0	QM
070	D	Door		Rgt	Jamb	I	Wood	White	0.0	QM
071	D	Door		Rgt	Threshold	I	Wood	White	0.0	QM
072	D	Door		Rgt	Door	I	Steel	White	0.0	QM

007 Shed Exter

076	A	Door		Ctr	Door	D	Steel	White	-0.1	QM
077	A	Door		Ctr	Jamb	I	Wood	White	-0.2	QM
078	A	Door		Ctr	Casing	I	Wood	White	0.0	QM

008 Shed Exter

084	A	Fascia		Ctr		D	Wood	White	0.0	QM
082	A	Wall	U	Ctr		D	Wood	Green	-0.1	QM
083	A	Soffit		Ctr		D	Wood	White	-0.1	QM
079	A	Door		Lft	Casing	D	Wood	White	0.1	QM
080	A	Door		Lft	Jamb	D	Wood	White	0.0	QM
081	A	Door		Lft	Door	D	Wood	Green	-0.1	QM
089	B	Wall	L	Ctr		D	Wood	Green	0.0	QM
085	B	Window		Ctr	Casing	D	Wood	White	0.0	QM
086	B	Window		Ctr	Jamb	D	Wood	White	0.0	QM
088	B	Window		Ctr	Sash	D	Wood	Black	-0.1	QM
087	B	Window		Ctr	Sill	D	Wood	White	-0.3	QM
090	C	Wall	U	Ctr		D	Wood	Green	-0.1	QM
092	D	Corner		Lft		D	Wood	White	-0.1	QM
091	D	Wall	L	Ctr		D	Wood	Green	0.1	QM

Calibration Readings

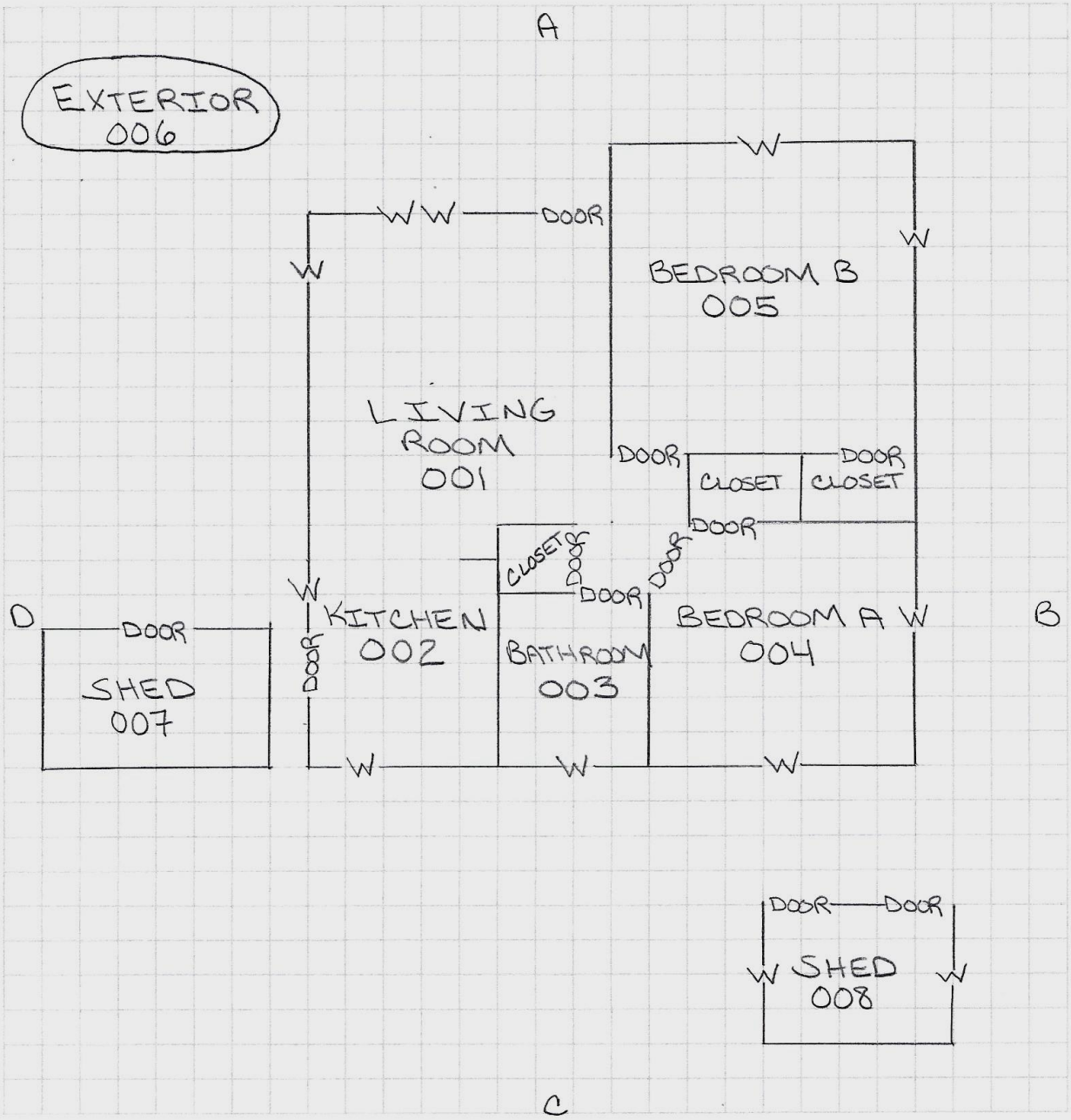
001	1.0	TC
002	1.0	TC
003	0.9	TC
093	0.9	TC
094	1.0	TC
095	0.9	TC

---- End of Readings ----

VI. Drawings/Floor Plans

DK Environmental & Construction Services, Inc.
9007 Paolos Place, Kissimmee, FL 34747
814-243-1927 dkenvironmental@yahoo.com

SITE PLAN



Case # 10250842

Address 455 SW 2Nd Street
Ocala, FL 34471

VII. Property Photographs

455 SW 2nd Street, Ocala, FL 34471


Exterior(006) A-Wall


Exterior(006) B-Wall


Exterior(006) C-Wall


Exterior(006) D-Wall


Shed Exterior(007)


Shed Exterior(008)

VIII. License/Certification

United States Environmental Protection Agency

This is to certify that



Debra L Koontz

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Risk Assessor

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires September 06, 2024

LBP-R-I191376-2
Certification #

August 18, 2021
Issued On

Adrienne Priselac, Manager, Toxics Office
Land Division

IX. XRF Performance Characteristics Sheet

Performance Characteristic Sheet

EFFECTIVE DATE: October 24, 2000 **EDITION NO.: 4**

MANUFACTURER AND MODEL:

Make: *Radiation Monitoring Devices*
Model: *LPA-1*
Source: ^{57}Co
Note: This sheet supersedes all previous sheets for the XRF instrument of the make, model, and source shown above ***for instruments sold or serviced after June 26, 1995. For other instruments, see prior editions.***

FIELD OPERATION GUIDANCE

OPERATING PARAMETERS

Quick mode or nominal 30-second standard mode readings.

XRF CALIBRATION CHECK LIMITS

0.7 to 1.3 mg/cm^2 (inclusive)

SUBSTRATE CORRECTION:

For XRF results below 4.0 mg/cm^2, substrate correction is recommended for:

Metal using 30-second standard mode readings.

None using quick mode readings.

Substrate correction is not needed for:

Brick, Concrete, Drywall, Plaster, and Wood using 30-second standard mode readings

Brick, Concrete, Drywall, Metal, Plaster, and Wood using quick mode readings

THRESHOLDS:

30-SECOND STANDARD MODE READING DESCRIPTION	SUBSTRATE	THRESHOLD (mg/cm^2)
Results corrected for substrate bias on metal substrate only	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	0.9
	Plaster	1.0
	Wood	1.0

QUICK MODE READING DESCRIPTION	SUBSTRATE	THRESHOLD (mg/cm^2)
Readings not corrected for substrate bias on any substrate	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	1.0
	Plaster	1.0
	Wood	1.0

BACKGROUND INFORMATION

EVALUATION DATA SOURCE AND DATE:

This sheet is supplemental information to be used in conjunction with Chapter 7 of the HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* ("HUD Guidelines"). Performance parameters shown on this sheet are calculated from the EPA/HUD evaluation using archived building components. Testing was conducted on approximately 150 test locations in July 1995. The instrument that performed testing in September had a new source installed in June 1995 with 12 mCi initial strength.

OPERATING PARAMETERS:

Performance parameters shown in this sheet are applicable only when properly operating the instrument using the manufacturer's instructions and procedures described in Chapter 7 of the HUD Guidelines.

XRF CALIBRATION CHECK:

The calibration of the XRF instrument should be checked using the paint film nearest 1.0 mg/cm^2 in the NIST Standard Reference Material (SRM) used (e.g., for NIST SRM 2579, use the 1.02 mg/cm^2 film).

If readings are outside the acceptable calibration check range, follow the manufacturer's instructions to bring the instruments into control before XRF testing proceeds

SUBSTRATE CORRECTION VALUE COMPUTATION

Chapter 7 of the HUD Guidelines provides guidance on correcting XRF results for substrate bias. Supplemental guidance for using the paint film nearest 1.0 mg/cm^2 for substrate correction is provided:

XRF results are corrected for substrate bias by subtracting from each XRF result a correction value determined separately in each house for single-family housing or in each development for multifamily housing, for each substrate. The correction value is an average of XRF readings taken over the NIST SRM paint film nearest to 1.0 mg/cm^2 at test locations that have been scraped bare of their paint covering. Compute the correction values as follows:

Using the same XRF instrument, take three readings on a bare substrate area covered with the NIST SRM paint film nearest 1 mg/cm^2. Repeat this procedure by taking three more readings on a second bare substrate area of the same substrate covered with the NIST SRM.

Compute the correction value for each substrate type where XRF readings indicate substrate correction is needed by computing the average of all six readings as shown below.

For each substrate type (the 1.02 mg/cm^2 NIST SRM is shown in this example; use the actual lead loading of the NIST SRM used for substrate correction):

Correction value = (1st + 2nd + 3rd + 4th + 5th + 6th *Reading*) / 6 - 1.02 mg/cm^2

Repeat this procedure for each substrate requiring substrate correction in the house or housing development.

EVALUATING THE QUALITY OF XRF TESTING:

Randomly select ten testing combinations for retesting from each house or from two randomly selected units in multifamily housing. Use either 15-second readings or 60-second readings.

Conduct XRF re-testing at the ten testing combinations selected for retesting.

Determine if the XRF testing in the units or house passed or failed the test by applying the steps below.

Compute the Retest Tolerance Limit by the following steps:

Determine XRF results for the original and retest XRF readings. Do not correct the original or retest results for substrate bias. In single-family housing a result is defined as the average of three readings. In multifamily housing, a result is a single reading. Therefore, there will be ten original and ten retest XRF results for each house or for the two selected units.

Calculate the average of the original XRF result and retest XRF result for each testing combination.

Square the average for each testing combination.

Add the ten squared averages together. Call this quantity C.

Multiply the number C by 0.0072. Call this quantity D.

Add the number 0.032 to D. Call this quantity E.

Take the square root of E. Call this quantity F.

Multiply F by 1.645. The result is the Retest Tolerance Limit.

Compute the average of all ten original XRF results.

Compute the average of all ten re-test XRF results.

Find the absolute difference of the two averages.

If the difference is less than the Retest Tolerance Limit, the inspection has passed the retest. If the difference of the overall averages equals or exceeds the Retest Tolerance Limit, this procedure should be repeated with ten new testing combinations. If the difference of the overall averages is equal to or greater than the Retest Tolerance Limit a second time, then the inspection should be considered deficient.

Use of this procedure is estimated to produce a spurious result approximately 1% of the time. That is, results of this procedure will call for further examination when no examination is warranted in approximately 1 out of 100 dwelling units tested.

BIAS AND PRECISION:

Do not use these bias and precision data to correct for substrate bias. These bias and precision data were computed without substrate correction from samples with reported laboratory results less than 4.0 mg/cm^2 lead. The data which were used to determine the bias and precision estimates given in the table below have the following properties. During the July 1995 testing, there were 15 test locations with a laboratory-reported result equal to or greater than 4.0 mg/cm^2 lead. Of these, one 30-second standard mode reading was less than 1.0 mg/cm^2 and none of the quick mode readings were less than 1.0 mg/cm^2. The instrument that tested in July is representative of instruments sold or serviced after June 26, 1995. These data are for illustrative purposes only. Actual bias must be determined on the site. Results provided above already account for bias and precision. Bias and precision ranges are provided to show the variability found between machines of the same model.

30-SECOND STANDARD MODE READING MEASURED AT	SUBSTRATE	BIAS (mg/cm^2)	PRECISION* (mg/cm^2)
0.0 mg/cm^2	Brick	0.0	0.1
	Concrete	0.0	0.1
	Drywall	0.1	0.1
	Metal	0.3	0.1
	Plaster	0.1	0.1
	Wood	0.0	0.1
0.5 mg/cm^2	Brick	0.0	0.2
	Concrete	0.0	0.2
	Drywall	0.0	0.2
	Metal	0.2	0.2
	Plaster	0.0	0.2
	Wood	0.0	0.2
1.0 mg/cm^2	Brick	0.0	0.3
	Concrete	0.0	0.3
	Drywall	0.0	0.3
	Metal	0.2	0.3
	Plaster	0.0	0.3
	Wood	0.0	0.3
2.0 mg/cm^2	Brick	-0.1	0.4
	Concrete	-0.1	0.4
	Drywall	-0.1	0.4
	Metal	0.1	0.4
	Plaster	-0.1	0.4
	Wood	-0.1	0.4

*Precision at 1 standard deviation.

CLASSIFICATION RESULTS:

XRF results are classified as positive if they are greater than the upper boundary of the inconclusive range, and negative if they are less than the lower boundary of the inconclusive range, or inconclusive if in between. The inconclusive range includes both its upper and lower bounds. Earlier editions of this *XRF Performance Characteristics Sheet* did not include both bounds of the inconclusive range as "inconclusive." While this edition of the Performance Characteristics Sheet uses a different system, the specific XRF readings that are considered positive, negative, or inconclusive for a given XRF model and substrate remain unchanged, so previous inspection results are not affected.

DOCUMENTATION:

An EPA document titled *Methodology for XRF Performance Characteristic Sheets* provides an explanation of the statistical methodology used to construct the data in the sheets, and provides empirical results from using the recommended inconclusive ranges or thresholds for specific XRF instruments. For a copy of this document call the National Lead Information Center Clearinghouse at 1-800-424-LEAD. A HUD document titled *A Nonparametric Method for Estimating the 5th and 95th Percentile Curves of Variable-Time XRF Readings Based on Monotone Regression* provides supplemental information on the methodology for variable-time XRF instruments. A copy of this document can be obtained from the HUD lead web site, www.hud.gov/lea.

This edition of the XRF Performance Characteristic Sheet was developed by QuanTech, Inc., under a contract from the U.S. Department of Housing and Urban Development (HUD). HUD has determined that the information provided here is acceptable when used as guidance in conjunction with Chapter 7, Lead-Based Paint Inspection, of HUD's *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*

X. Glossary

Abatement: A measure or set of measures designed to permanently eliminate lead-based paint hazards or lead based paint. Abatement strategies include the removal of lead-based paint, enclosure, encapsulation, replacement of building components coated with lead-based paint, removal of lead-contaminated dust, and removal of lead-contaminated soil or overlaying of soil with a durable covering such as asphalt (grass and sod are considered interim control measures). All of these strategies require preparation, cleanup, waste disposal, post-abatement clearance testing, record keeping, and, if applicable, monitoring. See also **Complete Abatement** and **Interim controls**.

Accreditation: A formal recognition certifying that an organization, such as a laboratory, is competent to carry out specific tasks or types of tests.

Accuracy: The degree of agreement between an observed value and an accepted reference value (a "true" value); a data quality indicator. Accuracy includes a combination of random errors (Precision) and systematic errors (bias) due to sampling and analysis.

Bare soil: Soil not covered with grass, sod, some other similar vegetation, or paving, including the sand in sandboxes.

Building component: Any element of a building that may be painted or have dust on its surface, e.g. walls, stair treads, floors, railings, doors, widowsills, etc.

Certification: The process of testing and evaluating against certain specifications the competence of a person, organization, or other entity in performing a function or service, usually for a specified period of time.

Certified: The designation for Contractors who have completed training and other requirements to safely allow them to undertake risk assessments, inspections, or abatement work. Risk assessors, inspectors, and Abatement Contractors should be certified by the appropriate local, State, or Federal agency.

Chewable surface: See **Chewed surface**.

Chewed surface: Any painted surface that shows evidence of having been chewed or mouthed by a young child. A chewed surface is usually a protruding, horizontal part of a building, such as an interior windowsill.

Cleaning: The process of using a vacuum and wet cleaning agents to remove leaded dust. The process includes the removal of bulk debris from the work area. OSHA prohibits the use of compressed air to clean lead-contaminated dust from a surface.

Clearance examination: Visual examination and collection of environmental samples by an inspector or risk assessor, or, in some circumstances, a Sampling Technician, and analysis by an accredited laboratory upon completion of an abatement project, interim control intervention, or maintenance job that disturbs lead-based paint (or paint suspected of being lead-based). The clearance examination is performed to ensure that lead exposure levels do not exceed standards established by the EPA Administrator pursuant to Title IV of the Toxic Substances Control Act, and that any cleaning following such work adequately meets those standards.

Common area: A room or area that is accessible to all residents in a community (e.g. hallways or lobbies). In general, any area not kept locked.

Composite sample: A single sample made up of individual subsamples. Analysis of a composite sample produces the arithmetic mean of all subsamples.

Containment: A process to protect workers and the environment by controlling exposures to the lead-contaminated dust and debris created during abatement.

Deteriorated lead-based paint: Any lead-based paint coating on a damaged or deteriorated surface or fixture, or any interior or exterior lead-based paint that is peeling, chipping, flaking, worn, chalking, alligatoring, cracking, or otherwise becoming separated from the substrate.

Disposal (of waste): The discharge, deposit, injection, dumping, spilling, leaking, or placement of solid or liquid waste on land or in water so that none of its constituents can pollute the environment by being emitted into the air or discharged into a body of water, including groundwater.

Encapsulation: Any covering or coating that acts as a barrier between lead-based paint and the environment, the durability of which relies on adhesion and the integrity of the existing bonds between multiple layers of paint and between the paint and the substrate. See also **Enclosure**.

Enclosure: The use of rigid, durable construction materials that are mechanically fastened to the substrate to act as a barrier between the lead-based paint and the environment.

Evaluation: Risk assessment, paint inspection, reevaluation, investigation, clearance examination, or risk assessment screen.

Examination: See **Clearance Examination**.

Federal Register (FR): A daily Federal publication that contains proposed and final regulations, rules, and notices.

Impact Surface: An interior or exterior surface (such as surfaces on doors) subject to damage by repeated impact or contact.

Inspection (of paint): A surface-by-surface investigation to determine the presence of lead-based paint (in some cases including dust and soil sampling) and a report of the results.

Interim controls: A set of measures designed to temporarily reduce human exposure or possible exposure to lead-based paint hazards. Such measures include specialized cleaning, repairs, maintenance, painting, temporary containment, and management and resident education programs. Monitoring, conducted by Owners, and reevaluations, conducted by professionals, are integral elements of interim control. Interim controls include dust removal, paint film stabilization, treatment of friction and impact surfaces, installation of soil coverings such as grass or sod, and land use controls. See also **Monitoring**, **Reevaluations**, and **Abatement**.

Interior windowsill: The portion of the horizontal window ledge that protrudes into the interior of the room, adjacent to the window sash when the window is closed. Often called the window stool.

Latex: A waterborne emulsion paint made with synthetic binders, such as 100% acrylic, vinyl acrylic, terpolymer, or styrene acrylic. A stable emulsion of polymers and pigment in water.

Lead: Lead includes metallic lead and inorganic and organic compounds of lead.

Lead-based paint: Any paint, varnish, shellac, or other coating that contains lead equal to or greater than 1.0 mg/cm2 (milligrams of lead per square centimeter of surface) as measured by XRF or laboratory analysis, or 0.5% by weight (5,000ug/g, 5,000 ppm (parts per million), or 5,000 mg/kg) as measured by laboratory analysis (Local definitions may vary.)

Lead-based paint hazard: A condition in which exposure to lead from lead-contaminated dust, lead-contaminated soil, or deteriorated lead-based paint would have an adverse effect on human health (as established by the EPA Administrator under Title IV of the Toxic Substances Control Act). Lead-based paint hazards include, for example, deteriorated lead-based paint, leaded dust levels above applicable standards. And bare leaded soil above applicable standards.

Lead-based paint hazards control: Activities to control and eliminate lead-based paint hazards, including interim controls, abatement, and complete abatement.

Lead-contaminated dust: Surface dust in residences that contains an area concentration of lead in excess of the standard established by the EPA Administrator, pursuant to Title IV of the Toxic Substances Control Act. As of April 01, 2017, EPA standards for lead dust for risk assessments are ≥10 ug/ft2 (micrograms of lead per square foot) for floors, and ≥100 ug/ft2 for interior windowsills. The EPA standard for clearance are <10 ug/ft2 for floors, 100 ug/ft2 for windowsills, and 100 ug/ft2 for window troughs. Porch floors are also wiped during final clearance, with a lead dust clearance action level of <40 ug/ft2.

Lead-contaminated soil: Bare soil on residential property that contains lead in excess of the standard established by the EPA Administrator, pursuant to Title IV of the Toxic Substances Control Act. The standard is 400 ug/g in play areas and 1,200 ug/g in the rest of the property.

Leaded dust: See **Lead-contaminated dust**.

Licensed: Holding a valid license or certification issued by the EPA or by an EPA-approved State program pursuant to Title IV of the Toxic Substances Control Act. The license is based on certification for lead-based paint hazard control work. See also **Certified**.

Maintenance: Work intended to maintain adequate living conditions in a dwelling, which has the potential to disturb lead-based paint or paint that is suspected of being lead-based.

Mean: The arithmetic average of a series of numerical data values. For example, the algebraic sum of the data values divided by the number of data values.

Microgram (ug): 1/1,000,000 of a gram. Used to measure weight.

Monitoring: Surveillance to determine (1) that know or suspected lead-based paint is not deteriorating, (2) that lead-based paint hazard controls, such as paint stabilization, enclosure, or encapsulation have not failed, and (3) that structural problems do not threaten the integrity of hazard controls.

Owner: A person, firm, corporation, guardian, conservator, receiver, trustee, executor, government agency or entity, or other judicial officer who, alone or with others, owns, holds, or controls the freehold or leasehold title or part of the title to property, with or without actually possessing it. This definition includes a vendee who possesses the titl, but does not include a mortgagee or an Owner of a reversionary interest under a ground rent lease.

Paint inspector: An individual who has completed training from an accredited program and been licensed or certified by the appropriate State or local agency to (1) perform inspections to determine and report the presence of lead-based paint on a surface-by-surface basis through onsite testing, (2) report the findings of such an inspection, (3) collect environmental samples for laboratory analysis, (4) perform clearance testing, and optionally (5) document successful compliance with lead-based paint hazard control requirements or standards.

Paint removal: An abatement strategy that entails the removal of lead-based paint from surfaces. For lead hazard control work, this can mean using chemicals, heat guns below 1,100° F, and certain contained abrasive methods. Open-flame burning, open-abrasive blasting, sandblasting, extensive dry scraping, and stripping in a poorly ventilated space using a volatile stripper are prohibited paint removal methods. Hydroblasting is not recommended.

Plastic: See **Polyethylene plastic**.

Polyethylene plastic: All references to polyethylene plastic refer to 6 mil plastic sheeting or polyethylene bags (or double bags if using 4 mil polyethylene bags), or any other thick plastic material shown to demonstrate at least the equivalent dust contamination performance. Plastic used to contain waste should be capable of completely containing the waste and, after being properly sealed, should remain leak tight with no visible signs of discharge during movement or relocation.

Polyurethane: An exceptionally hard and wear-resistant coating (created by the reaction of polyols with a multifunctional isocyanate). Often used to seal wood floors following lead-based paint hazard control work and cleaning.

Reevaluation: In lead hazard control work, the combination of a visual assessment and collection of environmental samples preformed by a certified risk assessor to determine if a previously implemented lead-based paint hazard control measure is still effective and if the dwelling remains lead-safe.

Removal: See **Paint removal**.

Renovation: Work that involves construction and/or home or building improvement measures such as window replacement, weatherization, remodeling, and repainting.

Replacement: A strategy of abatement that entails the removal of building components coated with lead-based paint (such as windows, doors, and trim) and the installation of new components free of lead-based paint.

Resident: A person who lives in a dwelling.

Risk assessment: An onsite investigation of a residential dwelling to discover any lead-based paint hazards. Risk assessments include an investigation of the age, history, management, and maintenance of the dwelling, and the number of children under age 6 and women of childbearing age who are residents; a visual assessment; limited environmental sampling (i.e. collection of dust wipe samples, soil samples, and deteriorated paint samples); and preparation of a report identifying acceptable abatement and interim control strategies based on specific conditions.

Risk assessor: A certified individual who has completed training with an accredited training program and who has been certified to (1) perform risk assessments, (2) identify acceptable abatement and interim control strategies for reducing identified lead-based paint hazards, (3) perform clearance testing and reevaluations, and (4) document the successful completion of lead-based paint hazard control activities.

Site: The land or body of water where a facility is located or an activity is conducted. The site includes adjacent land used in connection with the facility or activity.

Soil: See **Bare soil**.

Spectrum analyzer: A type of XRF analyzer that provides the operator with a plot of the energy and intensity, or counts of both K and L x-ray spectra, as well as a calculated lead concentration. See also **XRF analyzer**.

Standard deviation: A measure of the precision of a reading. The spread of the deviation from the mean. The smaller the standard deviation, the more precise the analysis. The standard deviation is calculated by first obtaining the mean, or the arithmetic average, of all of the readings. A formula is then used to calculate how much the individual values vary from the mean – the standard deviation is the square root of the arithmetic average of the squares of the deviation from the mean. Many hand calculators have an automatic standard deviation function. See also **Mean**.

Subsample: A representative portion of a sample. A subsample may be either a field sample or a laboratory sample. A subsample is often combined with other subsamples to produce a composite sample. See also **Composite sample**.

Substrate: A surface on which paint, varnish, or other coating has been applied or may be applied. Examples of substrates include wood, plaster, metal, and drywall.

Substrate effect: The radiation returned to an XRF analyzer by the paint, substrate, or underlying material, in addition to the radiation returned by any lead present. This radiation, when counted as lead x-rays by an XRF analyzer contributes to substrate equivalent lead (bias). The inspector may have to compensate for this effect when using XRF analyzers. See also **XRF analyzer**.

Substrate Equivalent Lead (SEL): The XRF measurement taken on an unpainted surface, used to calculate the corrected lead concentration on a surface by using the following formula: Apparent Lead Concentration-Substrate Equivalent Lead = Corrected Lead Concentration. See also **XRF analyzer**.

Target housing: Any residential unit constructed before 1978, except dwellings that do not contain bedrooms or dwellings that were developed specifically for the elderly or persons with disabilities, unless a child younger than 6 resides or is expected to reside in the dwelling. In the case of jurisdictions that banned the sale or use of lead-based paint befor 1978, the Secretary of HUD may designate an earlier date for defining target housing.

Test location: A specific area on a testing combination where XRF instruments will test for lead-based paint.

Trained: Successful completion of a training course in a particular discipline. For lead hazards control work, the training course must be accredited by the EPA or by an EPA-approved State program, pursuant to Title IV of the Toxic Substances Control Act.

Treatment: In residential lead-based paint hazard control work, any method designed to control lead-based paint hazards. Treatment includes interim controls, abatement, and removal.

Trough: See **Window trough**.

Windowsill: See **Interior windowsill**.

Window trough: For a typical double-hung widow, the portion of the exterior windowsill between the interior windowsill (or stool) and the frame of the storm window. If there is no storm window, the window trough is the area that receives both the upper and lower window sashes when they are both lowered. Sometimes inaccurately called the window “well”.

Worker: An individual who has completed training in an accredited program to perform lead-based paint hazard control in housing.

Worksite: Any interior or exterior area where lead-based paint hazard control work takes place.

XRF analyzer: An instrument that determines lead concentration in milligrams per square centimeter (mg/cm3) using the principle of x-ray fluorescence (XRF). Two types of field portable XRF analyzers are used – direct readers and spectrum analyzers. For this lead-based paint inspection, the term XRF analyzer only refers to portable instruments manufactured to analyze paint, that have a HUD Performance Characteristic Sheet, and are interpreted in accordance with the Performance Characteristic Sheet. It does not refer here to laboratory-grade units or portable instruments designed to analyze soil.

Legislation Text

File #: 2022-0113, **Version:** 1

Submitted By: Shannon Crandall

Presentation By: Robert Batsel Jr.

Department: City Attorney

STAFF RECOMMENDATION (Motion Ready):
Approve December 2021 city attorney invoices for general city business legal services in the amount of $30,582.75 and for risk management-related legal services in the amount of $25,473.25

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, .

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The enclosed invoices include work performed during the month of December 2021 by the City Attorney's office (consisting of Gooding & Batsel, PLLC and Gilligan, Anderson & Phelan, PA). Each firm has enclosed a separate invoice for services provided, which collectively result in the overall amounts stated above for general city business legal services and risk management-related legal services, collectively.

SUPPORT MATERIALS:

#a: RWB Memo Re Dec. 2021 Invoices
#b: Gooding & Batsel, PLLC Invoice Dec. 2021 (General City Business)
#c: Gooding & Batsel, PLLC Invoice Dec. 2021 (Risk Management)
#d: Gilligan, Anderson & Phelan, PA Invoice Dec. 2021 (General Business)
#e: Gilligan, Anderson & Phelan, PA Invoice Dec. 2021 (Risk Management)
#f: Risk-Chubb Dec. 2021

GOODING & BATSEL, PLLC
ATTORNEYS AT LAW
1531 SE 36TH AVENUE
OCALA, FLORIDA 34471

W. JAMES GOODING, III
ROBERT W. BATSEL, JR.
ROBERT W. BATSEL*
*Of Counsel

TELEPHONE (352) 579-1290
FACSIMILE (352) 579-1289
rbatsel@lawyersocala.com

Memorandum

To: Sandra Wilson, City Manager

From: Robert W. Batsel, Jr., City Attorney

Date: January 7, 2022

Re: Invoices from 12/01/21-12/31/21

Attached hereto, please find a Summary of Invoice and Detail of Invoice for the month of December, 2021, for both Risk Management and the City of Ocala.

The total attorney's fees and costs billed for legal services concerning City business performed by Gooding & Batsel, PLLC for attorney's fees and costs is $14,798.00.

The total attorney's fees and costs billed for legal services concerning Risk Management and City business performed by Gilligan, Anderson & Phelan, P.A. is $41,258.00.

Should you have any questions whatsoever regarding the attached invoices, please do not hesitate to contact me. If the invoices meet with your approval, I would appreciate your placing same on the upcoming council agenda.

Attachments:

City Bill Addendum

Summary of Invoices

Detail of Invoices Total: $56,056.00

Gooding & Batsel, PLLC
1531 36th Ave
Ocala, FL 34471

City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

Date: 1/4/2022

Invoice	Matter	Fees	Expenses	Amount
10	Council	$3,724.00	$0.00	$3,724.00
11	Electric	$98.00	$0.00	$98.00
12	Engineering	$196.00	$0.00	$196.00
13	Facilities	$49.00	$0.00	$49.00
14	Fire Department	$833.00	$0.00	$833.00
15	Growth Management	$1,984.50	$0.00	$1,984.50
16	Human Resources	$49.00	$0.00	$49.00
17	Information Technology	$24.50	$0.00	$24.50
18	Ocala Fiber Network	$392.00	$0.00	$392.00
19	OPD	$171.50	$0.00	$171.50
20	Opioid Litigation	$465.50	$0.00	$465.50
21	Procurement & Contracting	$49.00	$0.00	$49.00
22	Public Works	$49.00	$0.00	$49.00
23	Real Estate	$882.00	$0.00	$882.00
24	Recreation & Parks	$147.00	$0.00	$147.00
25	Revitalization Strategies	$955.50	$0.00	$955.50
26	Risk Management	$343.00	$0.00	$343.00
27	Water Resources	$1,837.50	$0.00	$1,837.50
4	Airport	$269.50	$0.00	$269.50
5	Building	$269.50	$0.00	$269.50
6	Clerk	$49.00	$0.00	$49.00
7	CMO	$1,372.00	$0.00	$1,372.00
8	Code Enforcement Board	$441.00	$0.00	$441.00
9	Community Programs	$147.00	$0.00	$147.00
Total		$14,798.00	$0.00	$14,798.00

Gooding & Batsel, PLLC
1531 SE 36th Ave
Ocala, FL 34471
(352) 579-1290

INVOICE

BILL TO
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 4
DATE 12/31/2021

MATTER
Airport

DATE	DESCRIPTION	QTY	AMOUNT
	====== Services		
12/02/2021	RWB: Prepare and attend meeting with Pete Lee and Matt Grow re Sheriff's Ground Lease	1	245.00
12/06/2021	RWB: Review T-Hangar Lease Agreement for form and legality	0.10	24.50
		Subtotal:	269.50

Hours Summary:
- Robert Batsel, Jr. (RWB): 1.1h @$245.00 = $269.50

BALANCE DUE **$269.50**

Gooding & Batsel, PLLC
1531 SE 36th Ave
Ocala, FL 34471
(352) 579-1290

INVOICE

BILL TO
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 5
DATE 12/31/2021

MATTER
Building

DATE	DESCRIPTION	QTY	AMOUNT
	====== Services		
12/01/2021	RWB: Telephone conference with Pete Lee re Stirling Foods / JW Sapp; Draft email to Attorney John Horne re status	0.20	49.00
12/21/2021	RWB: Attend conference call with Attorneys Sean Walsh and Eric Billick, CSX staff, Pete Lee and city staff re railroad structures / permitting; Telephone conference with Pete Lee; Draft email to Sean and Eric re status and caselaw supporting city position	0.90	220.50
			Subtotal: 269.50

Hours Summary:
- Robert Batsel, Jr. (RWB): 1.10h @$245.00 = $269.50

BALANCE DUE **$269.50**

Gooding & Batsel, PLLC
1531 SE 36th Ave
Ocala, FL 34471
(352) 579-1290

INVOICE

BILL TO
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 6
DATE 12/31/2021

MATTER
Clerk

DATE	DESCRIPTION	QTY	AMOUNT
	====== Services		
12/06/2021	RWB: Review email from Angel Jacobs; Review council agenda packet and Amendment to MOU with Hospital District; Draft email to Angel	0.20	49.00
			Subtotal: 49.00

Hours Summary:
- Robert Batsel, Jr. (RWB): 0.20h @$245.00 = $49.00

BALANCE DUE **$49.00**

Gooding & Batsel, PLLC
1531 SE 36th Ave
Ocala, FL 34471
(352) 579-1290

INVOICE

BILL TO
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 7
DATE 12/31/2021

MATTER
CMO

DATE	DESCRIPTION	QTY	AMOUNT
	====== Services		
12/01/2021	RWB: Review and reply email from Lori Boley; Review and reply to email from Christine Brantley re public records request - fire user fees;	0.10	24.50
12/03/2021	RWB: Attend Zoom meeting re council agenda review	0.50	122.50
12/03/2021	RWB: Review email and telephone message from Attorney Joe Hanratty; Draft email to Ken Whitehead and Tiffany Kimball	0.20	49.00
12/03/2021	RWB: Review emails from Ken Whitehead and Tiffany Kimball; Review revised MOU with Hospital District; Draft email to Attorney Joe Hanratty	0.20	49.00
12/03/2021	RWB: Review email from Attorney Joe Hanratty; Draft email to Ken Whitehead and Tiffany Kimball	0.10	24.50
12/03/2021	RWB: Telephone conference with Ken Whitehead; Telephone message for Attorney Joe Hanratty; Draft email to Joe	0.20	49.00
12/03/2021	RWB: Telephone conference with Attorney Joe Hanratty	0.10	24.50
12/08/2021	RWB: Review and reply to emails from Rich Bianculli and Ken Whitehead re Hospital District MOU	0.10	24.50
12/09/2021	RWB: Review First Amendment to MOU with Hospital District for form and legality and execute via HelloSign	0.10	24.50
12/13/2021	RWB: Review telephone message from Sandra Wilson; Telephone conference with Fazillete Gonzalez	0.20	49.00
12/16/2021	RWB: Office conference with Attorney Pat Gilligan re city attorney's report for meeting with CMO	0.20	49.00
12/27/2021	RWB: Telephone conference with resident re Animal Control Interlocal; Review file re recent discussions with county; Follow up call with resident; Draft email to city staff	1.10	269.50
12/27/2021	RWB: Review email and telephone message from Ken Whitehead; Leave reply message for Ken	0.10	24.50
12/27/2021	RWB: Telephone conference with Ken Whitehead re animal control	0.50	122.50
12/27/2021	RWB: Begin research re animal control issues	1.70	416.50
12/28/2021	RWB: Draft email to Attorney Dana Oleski re Animal Control	0.20	49.00
		Subtotal:	1,372.00

Hours Summary:
- Robert Batsel, Jr. (RWB): 5.60h @$245.00 = $1,372.00

BALANCE DUE

$1,372.00

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BILL TO
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INVOICE # 8
DATE 12/31/2021

MATTER
Code Enforcement Board

DATE	DESCRIPTION	QTY	AMOUNT
	====== Services		
12/14/2021	RWB: Review emails from Attorney Sean Walsh and courtesy notice to Florida Northern; Draft reply	0.10	24.50
12/21/2021	RWB: Review and reply to emails from Matthew Falconer; Draft email to Jimmy Pogue; Review file re Falconer case; Telephone conference with Pete Lee	0.70	171.50
12/21/2021	RWB: Review email / telephone conference with Jeff Ball re Falconer; Draft email from 2020; Review timellne and attachments	0.50	122.50
12/21/2021	RWB: Attend meeting with Mathew Falconer	0.50	122.50
			Subtotal: 441.00

Hours Summary:
- Robert Batsel, Jr. (RWB): 1.80h @$245.00 = $441.00

BALANCE DUE **$441.00**

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INVOICE # 9
DATE 12/31/2021

MATTER
Community Programs

DATE	DESCRIPTION	QTY	AMOUNT
	====== Services		
12/09/2021	RWB: Review HUD - CARES At Funding Agreement for form and legality	0.20	49.00
12/11/2021	RWB: Review CDBG Housing Rehabilitation Agreements for form and legality; Draft email to James Haynes re deferred mortgage loan	0.30	73.50
12/29/2021	RWB: Review First Amendment to CDBG Block Grant Program Public Services Emergency Grant Agreement for form and legality	0.10	24.50
			Subtotal: 147.00

Hours Summary:
- Robert Batsel, Jr. (RWB): 0.60h @$245.00 = $147.00

BALANCE DUE **$147.00**

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INVOICE # 10
DATE 12/31/2021

MATTER
Council

DATE	DESCRIPTION	QTY	AMOUNT
	====== Services		
12/01/2021	RWB: Review message from Councilwoman elect Kristen Dreyer; Leave reply message for Kristen; Telephone conference with Kristen	0.10	24.50
12/03/2021	RWB: Review council agenda; Attend meeting with Attorney Pat Gilligan	0.50	122.50
12/03/2021	RWB: Meeting with Councilwoman elect Kristen Dreyer	1.60	392.00
12/05/2021	RWB: Research re conflict of interest; Draft email to Councilwoman elect Dreyer re various follow-up items from meeting	1.30	318.50
12/07/2021	RWB: Telephone conference with Mayor Guinn re media issue; Telephone conference with Attorney Pat Gilligan re meeting coverage; Telephone conference with Mayor; Telephone conference with Pat; Telephone conference with Jeanine Robbins	0.50	122.50
12/07/2021	RWB: Review city council agenda packet and items in preparation for meeting	1.40	343.00
12/07/2021	RWB: Attend city council meeting	2	490.00
12/20/2021	RWB: Review 12/21 city council agenda packet	1.10	269.50
12/20/2021	RWB: Telephone conference with Councilman Mansfield; Draft email re local vendor preference; Online research re Mr. Mansfield's questions	1.10	269.50
12/20/2021	RWB: Office conference with Mayor Guinn	0.40	98.00
12/21/2021	RWB: Continue review of city council agenda packet in preparation for meeting	1.60	392.00
12/21/2021	WJG: Review Council agenda and office conference with Rob Batsel concerning no items on agenda and re Pine Oaks environmental contract	0.30	73.50
12/21/2021	RWB: Attend city council meeting	3	735.00
12/22/2021	RWB: Telephone conference with Mayor Guinn	0.20	49.00
12/27/2021	RWB: Office conference with Attorney Pat Gilligan re request from Mayor Guinn	0.10	24.50
		Subtotal:	3,724.00

Hours Summary:
- Robert Batsel, Jr. (RWB): 14.90h @$245.00 = $3,650.50
- Jimmy Gooding (WJG): 0.30h @$245.00 = $73.50

BALANCE DUE **$3,724.00**

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INVOICE # 11
DATE 12/31/2021

MATTER
Electric

DATE	DESCRIPTION	QTY	AMOUNT
	====== Services		
12/06/2021	RWB: Review Tri-Party Net-Metering Power Purchase Agreement and Interconnection Agreement for form and legality	0.10	24.50
12/09/2021	RWB: Review Tri-Party Net-Metering Power Purchase Agreements and Interconnection Agreements for form and legality	0.10	24.50
12/21/2021	RWB: Review Tri-Party Net-Metering Power Purchase Agreement and Interconnection Agreement for form and legality	0.10	24.50
12/27/2021	RWB: Review Tri-Party Net-Metering Power Purchase Agreements and Interconnection Agreements for form and legality	0.10	24.50
			Subtotal: 98.00

Hours Summary:
- Robert Batsel, Jr. (RWB): 0.40h @$245.00 = $98.00

BALANCE DUE **$98.00**

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INVOICE # 12
DATE 12/31/2021

MATTER
Engineering

DATE	DESCRIPTION	QTY	AMOUNT
	====== Services		
12/09/2021	RWB: Review Cooperative Purchasing Agreement for Citywide Pavement Maintenance and Rehabilitation Services for form and legality	0.10	24.50
12/09/2021	RWB: Review Sub-Award and Grant Agreement for FEMA 16th Ave Drainage Improvements for form and legality	0.30	73.50
12/16/2021	RWB: Review and reply to email from Rodney Rogers re encroachment agreement	0.20	49.00
12/16/2021	RWB: Review and reply to follow up emails from Sean Lanier and Rodney Rogers re fence encroachment	0.20	49.00
			Subtotal: 196.00

Hours Summary:
- Robert Batsel, Jr. (RWB): 0.80h @$245.00 = $196.00

BALANCE DUE **$196.00**

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INVOICE # 13
DATE 12/31/2021

MATTER
Facilities

DATE	DESCRIPTION	QTY	AMOUNT
	====== Services		
12/29/2021	RWB: Review Construction Services Agreement for City Health Clinic Renovation for form and legality	0.20	49.00
			Subtotal: 49.00

Hours Summary:
- Robert Batsel, Jr. (RWB): 0.20h @$245.00 = $49.00

BALANCE DUE **$49.00**

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INVOICE # 14
DATE 12/31/2021

MATTER
Fire Department

DATE	DESCRIPTION	QTY	AMOUNT
	====== Services		
12/02/2021	RWB: Attend meeting with Captain Ortiz re downtown townhouses	0.30	73.50
12/03/2021	RWB: Office conference with Attorney Gwen Williams re One Fort King	0.30	73.50
12/03/2021	RWB: Continue research re Building Commission Dec Statement, Building Code and Fire Code (One Fort King)	1.30	318.50
12/03/2021	RWB: Review and reply to email from Jennifer Murty	0.20	49.00
12/06/2021	RWB: Complete research re One Fort King procedural issues; Review emails from Tim Hunt and Captain Ortiz together with Fire Marshal's determination; Draft email to group	0.70	171.50
12/09/2021	RWB: Review Grant Agreement with Dept of Financial Services for Firefighter Cancer Decontamination Equipment Grant Program for form and legality	0.20	49.00
12/11/2021	RWB: Review Parking Lease Agreement with Hospital District for form and legality	0.10	24.50
12/21/2021	RWB: Review Fire Dept Class A Uniforms Agreement for form and legality	0.10	24.50
12/22/2021	RWB: Review and reply to email from Attorney Chris Roe re status of Carlton Arms and strategy re bond validation	0.20	49.00
		Subtotal:	833.00

Hours Summary:
- Robert Batsel, Jr. (RWB): 3.40h @$245.00 = $833.00

BALANCE DUE **$833.00**

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INVOICE # 15
DATE 12/31/2021

MATTER
Growth Management

DATE	DESCRIPTION	QTY	AMOUNT
	====== Services		
12/01/2021	WJG: RGI - Teams meeting with City staff, Gary Edinger and Don Carll re Concurrency Development Agreements; Begin revising same; Exchange emails with Amber Gartner concerning Equivalency Matrix	1.10	269.50
12/02/2021	RWB: Telephone conference with Aubrey Hale re fire sprinklers, townhouses, and Building Commission Declaratory Statement; Review emails from Aubrey and attachments; Begin legal research; Attend Teams meeting with Growth Management, Fire and Building staff re One Fort King; Continue legal research	2.60	637.00
12/03/2021	RWB: Review letters of 11/29 and 11/30 from resident re zoning of Estella Byrd Whitman Medical Clinic	0.10	24.50
12/03/2021	RWB: Review emails from Karen Cupp and Attorney Fred Roberts together with letters re satisfaction of Developer's Agreements; Telephone conference with Attorney Jimmy Gooding; Review city code section 2-212; Draft form Termination of Developer's Agreement; Draft email to Karen and Fred	0.60	147.00
12/03/2021	RWB: Telephone conference with Attorney Fred Roberts re termination of Developer's Agreement	0.20	49.00
12/06/2021	RWB: Review email from Aubrey Hale together with attachments re HOPS/Sosa transaction; Research legal issues associated with reverter; Draft reply email to group re opinion	0.70	171.50
12/07/2021	WJG: RGI - Telephone conference with Bill Perry re status and round-a-bout	0.20	49.00
12/07/2021	WJG: RGI - Telephone conference with Bill Perry re status and need for conveyances from RGI	0.20	49.00
12/07/2021	RWB: Review emails from Patti Hitchcock, Sean Lanier and Rusella Bowes-Johnson together with attachments re WEC MHP Annexation Agreement; Review file; Draft reply to group	0.30	73.50
12/11/2021	RWB: Review email from Tye Chighizola; Review Ocala 489 estoppel certificates for form and legality; Draft reply email	0.20	49.00
12/13/2021	RWB: Review and reply to email from Attorney Sarah Walsh re Florida Northern	0.20	49.00

DATE	DESCRIPTION	QTY	AMOUNT
12/16/2021	RWB: Telephone conference with Pete Lee (partial time)	0.20	49.00
12/21/2021	RWB: Review Albright Concurrency Development Agreement for form and legality; Review and compare prior drafts; Telephone conference with Tye Chighizola	0.60	147.00
12/27/2021	WJG: RGI - Revise contracts	0.90	220.50
			Subtotal: 1,984.50

Hours Summary:
- Robert Batsel, Jr. (RWB): 5.70h @$245.00 = $1,396.50
- Jimmy Gooding (WJG): 2.40h @$245.00 = $588.00

BALANCE DUE **$1,984.50**

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INVOICE # 16
DATE 12/31/2021

MATTER
Human Resources

DATE	DESCRIPTION	QTY	AMOUNT
	====== Services		
12/06/2021	RWB: Review emails from Chris Watt; Review policy re relocation payment for new hires; Draft reply email	0.20	49.00
		Subtotal:	49.00

Hours Summary:
- Robert Batsel, Jr. (RWB): 0.20h @$245.00 = $49.00

BALANCE DUE **$49.00**

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INVOICE # 17
DATE 12/31/2021

MATTER
Information Technology

DATE	DESCRIPTION	QTY	AMOUNT
	====== Services		
12/06/2021	RWB: Review KnowBe4 Phisher Subscription PO / Security Training PO for form and legality	0.10	24.50
		Subtotal:	24.50

Hours Summary:
- Robert Batsel, Jr. (RWB): 0.10h @$245.00 = $24.50

BALANCE DUE **$24.50**

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INVOICE # 18
DATE 12/31/2021

MATTER
Ocala Fiber Network

DATE	DESCRIPTION	QTY	AMOUNT
	====== Services		
12/06/2021	RWB: Review Fiber Optic Lease Agreements for form and legality	0.10	24.50
12/06/2021	RWB: Review Agreement with Marion County School Board - MTI for form and legality	0.20	49.00
12/09/2021	RWB: Review Telecommunications & Co-Location Services and Lease Agreement for form and legality; Draft email to Mel Poole	0.20	49.00
12/09/2021	RWB: Review Fiber Optic Lease Agreements for form and legality	0.10	24.50
12/09/2021	RWB: Review Agreement to Provide Alcatel-Lucent Network Equipment and Software for form and legality	0.20	49.00
12/11/2021	RWB: Review Fiber Optic Lease Agreements for form and legality	0.10	24.50
12/11/2021	RWB: Review email from Mel Poole re outstanding contract; Review HelloSign history; Draft email to Mel re status and date of my approval	0.20	49.00
12/21/2021	RWB: Review Fiber Optic Lease Agreements for form and legality	0.10	24.50
12/21/2021	RWB: Review CenturyLink Services Agreements for form and legality	0.20	49.00
12/21/2021	RWB: Review Co-Location Services and Lease Agreement for form and legality	0.10	24.50
12/29/2021	RWB: Review Fiber Optic Lease Agreements for form and legality	0.10	24.50
			Subtotal: 392.00

Hours Summary:
- Robert Batsel, Jr. (RWB): 1.60h @$245.00 = $392.00

BALANCE DUE **$392.00**

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INVOICE # 19
DATE 12/31/2021

MATTER
OPD

DATE	DESCRIPTION	QTY	AMOUNT
	====== Services		
12/02/2021	RWB: Review CJI MOU between OPD and the Marion County Clerk of Courts for form and legality; Review and reply to email from Daphne Robinson	0.20	49.00
12/06/2021	RWB: Review FDOT Speed and Aggressive Driving Program Sub-Grant Agreement for form and legality	0.10	24.50
12/07/2021	RWB: Meeting with Mayor Guinn re outstanding issues; Office conference with Chief Balken re same	0.30	73.50
12/11/2021	RWB: Review Interagency Agreement with Marion County Clerk of Courts for Exchange of CJI and Use of Computer Systems for form and legality	0.10	24.50
			Subtotal: 171.50

Hours Summary:
- Robert Batsel, Jr. (RWB): 0.70h @$245.00 = $171.50

BALANCE DUE **$171.50**

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INVOICE # 20
DATE 12/31/2021

MATTER
Opioid Litigation

DATE	DESCRIPTION	QTY	AMOUNT
	====== Services		
12/07/2021	RWB: Review emails from Eric Romano together with memos, attached Allocation Agreement, and Participation Agreements (Statewide and Janssen); Instructions to paralegal	0.80	196.00
12/09/2021	RWB: Telephone conference with Attorney Russell Ward re Interlocal Agreement	0.20	49.00
12/19/2021	RWB: Review materials re opioid litigation, settlement agreement, and participation agreements	0.50	122.50
12/22/2021	RWB: Complete Participation Agreements - National Distributors and Janssen; Draft email to national litigation email and copy outside counsel re same	0.40	98.00
			Subtotal: 465.50

Hours Summary:
- Robert Batsel, Jr. (RWB): 1.90h @$245.00 = $465.50

BALANCE DUE **$465.50**

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INVOICE # 21
DATE 12/31/2021

MATTER
Procurement & Contracting

DATE	DESCRIPTION	QTY	AMOUNT
	====== Services		
12/29/2021	RWB: Draft email to Daphne Robinson and Tiffany Kimball re purchasing resolution for form contracts	0.20	49.00
		Subtotal:	49.00

Hours Summary:
- Robert Batsel, Jr. (RWB): 0.20h @$245.00 = $49.00

BALANCE DUE **$49.00**

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INVOICE # 22
DATE 12/31/2021

MATTER
Public Works

DATE	DESCRIPTION	QTY	AMOUNT
	====== Services		
12/11/2021	RWB: Review First Amendment to Agreement for Solid Waste Disposal Services for form and legality	0.10	24.50
12/29/2021	RWB: Review Agreement for Stormwater Fencing Installation and Repairs for form and legality	0.10	24.50
			Subtotal: 49.00

Hours Summary:
- Robert Batsel, Jr. (RWB): 0.20h @$245.00 = $49.00

BALANCE DUE **$49.00**

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INVOICE # 23
DATE 12/31/2021

MATTER
Real Estate

DATE	DESCRIPTION	QTY	AMOUNT
	====== Services		
12/03/2021	RWB: Review and reply to email from Tracy Taylor re release of electric utility easement	0.10	24.50
12/06/2021	RWB: Telephone conference with Tracy Taylor	0.10	24.50
12/06/2021	RWB: Telephone conference with Tracy Taylor; Review emails from Tracy and instruments from Attorneys Fred Roberts and Tim Haines	0.40	98.00
12/08/2021	RWB: Review email from Tracy Taylor re title search; Instructions to paralegal	0.10	24.50
12/20/2021	RWB: Review Wooten title commitment and Mikula search package; Instructions to paralegal	0.40	98.00
12/29/2021	RWB: Review emails and attachments from Tm Haines re Einheit; Research file, survey and instruments; Telephone conference with Tim; Draft email to Tracy Taylor re corrective deeds; Telephone conference with Tracy	2.50	612.50
			Subtotal: 882.00

Hours Summary:
- Robert Batsel, Jr. (RWB): 3.60h @$245.00 = $882.00

BALANCE DUE **$882.00**

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INVOICE # 24
DATE 12/31/2021

MATTER
Recreation & Parks

DATE	DESCRIPTION	QTY	AMOUNT
	====== Services		
12/07/2021	RWB: Review emails from Attorney Joe Hanratty and Ken Whitehead together with Joe's draft MOU	0.10	24.50
12/09/2021	RWB: Review Cooperation Agreement - 2022 Beginning of Bolted Art Brunch for form and legality	0.20	49.00
12/21/2021	RWB: Review Agreement for Artwork Loan and Display for form and legality	0.10	24.50
12/27/2021	RWB: Review Agreements for Artwork Loan and Display for form and legality	0.20	49.00
			Subtotal: 147.00

Hours Summary:
- Robert Batsel, Jr. (RWB): 0.60h @$245.00 = $147.00

BALANCE DUE **$147.00**

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110 SE Watula Avenue
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INVOICE # 25
DATE 12/31/2021

MATTER
Revitalization Strategies

DATE	DESCRIPTION	QTY	AMOUNT
	====== Services		
12/01/2021	WJG: Review emails from Aubrey Hale and bank re letter of credit return	0.20	49.00
12/14/2021	WJG: Ocala 489 Logistics - Exchange emails with Tracy Taylor concerning Ocala 489 Logistics closing statements	0.20	49.00
12/15/2021	WJG: Ocala 489 Logistics - Telephone conference with Pete Lee concerning background of project; Locate and upload docs to Cloud	0.40	98.00
12/15/2021	RWB: Telephone conference with Aubrey Hale re GTI EIP Agreement; Review application; Revise EIP Agreement; Draft email to Aubrey with revised draft	0.70	171.50
12/15/2021	RWB: Review emails from Aubrey Hale; Review GTI EIP Agreement, application packet, EDIP Resolution, and comparison with Artemis; Draft/revise EIP Agreement; Draft email to Aubrey with redline and comments	1.30	318.50
12/16/2021	WJG: Ocala 489 Logistics - Telephone conference with Pete Lee concerning issues; Draft emails to Pete re same; Telephone conference with Pete re additional issues and research re assignment; Draft emails to Pete re same	0.90	220.50
12/21/2021	RWB: Telephone conference with Attorney Jimmy Gooding; Review email and West Oak Amendment to Redevelopment Agreement; Discussions with Sean Lanier, Bill Kauffman and Tiffany Kimball	0.20	49.00
			Subtotal: 955.50

Hours Summary:
- Robert Batsel, Jr. (RWB): 2.20h @$245.00 = $539.00
- Jimmy Gooding (WJG): 1.70h @$245.00 = $416.50

BALANCE DUE **$955.50**

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INVOICE # 26
DATE 12/31/2021

MATTER
Risk Management

DATE	DESCRIPTION	QTY	AMOUNT
	====== Services		
12/06/2021	RWB: Review Third Amendment to Agreement for Third Party Liability / Workers Comp Claims Administration Service for form and legality	0.10	24.50
12/09/2021	RWB: Attend meeting with Chris Watt re risk and pending claims	1.30	318.50
		Subtotal:	343.00

Hours Summary:
- Robert Batsel, Jr. (RWB): 1.40h @$245.00 = $343.00

BALANCE DUE **$343.00**

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INVOICE # 27
DATE 12/31/2021

MATTER
Water Resources

DATE	DESCRIPTION	QTY	AMOUNT
	====== Services		
12/02/2021	RWB: Telephone conference with Attorney Austin Dailey re Long Green Farms; Draft email to Sean Lanier and Rusella Bowes-Johnson re same	0.20	49.00
12/09/2021	RWB: Review Cooperative Purchasing Agreement for Citywide Hydrant and Valve Maintenance, Repair and Flushing Services for form and legality	0.20	49.00
12/09/2021	RWB: Review Construction Services Agreement for Drainage Well Installation Project for form and legality	0.20	49.00
12/13/2021	RWB: Telephone conference with Sean Lanier and Rusella Bowes-Johnson re Golden Ocala Annexation Agreement; Review emails and draft agreement; Draft email to staff and Sandra Wilson and Ken Whitehead re status	0.60	147.00
12/13/2021	RWB: Telephone conference with Sandra Wilson re Golden Ocala Annexation Agreement; Draft email to staff re update	0.30	73.50
12/14/2021	RWB: Review WEC Mobile Home Park Annexation Agreement file and emails; Telephone message for Sean Lanier; Draft email to Sean with prior emails	0.50	122.50
12/14/2021	RWB: Telephone conference with Sean Lanier re annexation agreements; Telephone conference with Sandra Wilson; Draft email to staff re zoom meeting	0.40	98.00
12/14/2021	RWB: Telephone conference with Pete Lee re annexation agreements	0.20	49.00
12/14/2021	RWB: Attend zoom meeting with city staff re annexation agreements and extraterritorial service; Draft follow-up email to city staff re high points	1.10	269.50
12/14/2021	RWB: Review city code and resolution files; Begin review of rate study	0.80	196.00
12/16/2021	RWB: Continue review of 2021 rate study; Legal research re rate setting and surcharge; Draft email to staff re update; Continue research; Draft email to Murray Hamilton; Draft follow-up email to staff	2.30	563.50
12/21/2021	RWB: Review Cooperative Purchasing Agreement for General	0.20	49.00

DATE	DESCRIPTION	QTY	AMOUNT
	Contractor for General Services for form and legality		
12/27/2021	RWB: Review Cooperative Purchasing Agreement for General Contractor General Services (SGS) for form and legality; Draft email to staff re signature block	0.30	73.50
12/28/2021	RWB: Review Elster/Honeywell SMA Renewal Agreement for form and legality	0.10	24.50
12/29/2021	RWB: Review Construction Services Agreement for Drainage Well Installation Project for form and legality	0.10	24.50
			Subtotal: 1,837.50

Hours Summary:
- Robert Batsel, Jr. (RWB): 7.50h @$245.00 = $1,837.50

BALANCE DUE **$1,837.50**

CITY BILL ADDENDUM

We provide the following information concerning various components of the bill that we believe are of significance to Council:

1. Discount Sleep, et al. v. the City remains pending in trial court. Thomas Cloud and Jason Zimmerman of GrayRobinson continue to serve as lead counsel at the expense of the City's insurance carrier. We are serving in a support and supervisory role with outside counsel and have recently worked with staff on preparing to fund the common fund and with outside counsel on the filing of motions to provide sufficient time to do so. We will continue to keep City Council apprised of the status.

2. We have continued to work with staff, Tindale Oliver, and opposing counsel representing Carlton Arms in the City's fire assessment and the pending challenge. The Plaintiff recently filed and served its Amended Complaint, which prompted Plaintiff's counsel to initiate settlement discussions. Meanwhile, we are continuing to pursue a bond validation proceeding concerning the fire assessment.

3. We have continued to interface with outside counsel concerning the status of the multi-district litigation against opioid manufacturers and distributors. This continues to progress as settlement negotiations, bankruptcy proceedings of more defendants, and discussions with the City's partners (including Marion County and the Attorney General) about the settlement structure and the highest and best use of proceeds are ongoing.

4. We have worked with Growth Management, Engineering and applicants or third parties concerning several pending land use matters including plats, transfers of right of way, redevelopment agreements, developer's agreements, comprehensive plan amendments, rezonings, and alcohol location permits. As the City remains extremely busy managing population growth and development activity, staff has done a tremendous job keeping up with demand.

5. There is unprecedented activity at the Airport and we are assisting with the negotiation and drafting of several leases and contracts for grants and construction projects.

6. We participated in all canvassing board activities in connection with the runoff elections.

7. We have worked with Code Enforcement on a wide range of active cases, public records requests, and requests from property owners or title agents concerning lien releases and payoffs.

8. We are awaiting a decision on the appeal of three Code Enforcement Board Orders filed by the property owner and respondent, PG SARRES, Inc. We have prevailed on an appeal of a contractor's Board of Examiners and Appeals Order filed by Respondent, William Slavich.

9. Ocala Electric Utility is attempting to renegotiate the renewal of its territorial agreement with SECO, which is a high priority, long term contract. We are also working with Electric and Real Estate departments concerning relocations of our facilities on properties undergoing major development or within right of way that is scheduled for expansion.

10. We have worked with the Building Department and Ocala Fire Rescue on permitting issues involving the gray area between federal, state and municipal regulation and the overlap between different applicable codes (such as local and federal authority to regulate construction of private railroad tracks and adjacent facilities and the Florida Building Code and Fire Code).

11. We are working with private partners on several Economic Incentive Program agreements to bring jobs, infrastructure expansion, and utility utilization to the City.

12. We are working with Water Resources and Real Estate staff on several large projects concerning the City's acquisition or disposition of property, drainage retention areas, utility easements, and potable water and sewer systems throughout the City and its extraterritorial service area.

13. We are working with the Heathbrook developer and the County concerning the construction of SW 40th Avenue under an arrangement pursuant to which the City will return the developer a now-unneeded strip of land adjacent to I-75 and the developer will convey right of way to the County. The sticking point has been the need for the City to reserve a 69 kV transmission line easement in the property it currently owns, but we are making progress on that front.

14. We are working with Growth Management and Engineering staff to finally obtain the final right of way that will permit the City to complete the "missing link" in 44th Avenue (just south of NW 20th Street). This involves two developers who have been fighting in court for years but who now appear to be motivated to work with us to wrap this up. We anticipate finishing the agreements to wrap this up in November.

15. We are working to close the conveyance of the property upon which the Watula South redevelopment project will be located.

16. We have assisted staff and outside lobbyists in drafting the local bill creating a downtown entertainment district, including ongoing discussions with staff attorneys representing the Department of Business and Professional Regulation, Division of Alcohol and Tobacco.

Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave
Ocala, FL 34471

City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

Date: 1/7/2022

Invoice	Matter	Fees	Expenses	Amount
64297	Barnes, Joyce Estate of	$343.00	$0.00	$343.00
64298	Code Enforcement Board	$514.50	$0.00	$514.50
64299	Council	$1,421.00	$0.00	$1,421.00
64300	Cruce, Franklin	$563.50	$0.00	$563.50
64301	Discount Sleep	$7,644.00	$1,048.00	$8,692.00
64302	Felicien, Phillip	$122.50	$0.00	$122.50
64303	Fierro, Malia	$318.50	$0.00	$318.50
64304	Fire Department	$392.00	$0.00	$392.00
64305	Frederick, Brian Thomas	$196.00	$0.00	$196.00
64306	Ocala Petro, Inc.	$661.50	$0.00	$661.50
64307	OPD	$759.50	$0.00	$759.50
64308	Risk Management	$1,727.25	$0.00	$1,727.25
64309	Slavich - CRB	$73.50	$0.00	$73.50
Total		$14,736.75	$1,048.00	$15,784.75

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Ocala, FL 34471
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BILL TO
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 64297
DATE 12/31/2021

MATTER
Barnes, Joyce Estate of

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
12/06/2021	CAA: Office conference with paralegal about strategy for case	0.10	24.50
12/13/2021	SMS: Discussion with paralegal re status of case management for foreclosure; Review Court's Differentiated Case Management Order; Emails to paralegal and Attorney Christopher Anderson re same; Draft Stipulated CMO and send to Attorney Christopher Anderson for finalization and review	0.50	122.50
12/13/2021	CAA: Review and respond to email about case management report	0.10	24.50
12/13/2021	CAA: Review and approve case management report	0.20	49.00
12/14/2021	SMS: Discussion with paralegal re status of case management order; Email correspondence re same	0.20	49.00
12/22/2021	CAA: Telephone call with Michael Mack about potential settlement; Review email about same	0.30	73.50
			Subtotal: 343.00

Hours Summary:
- Christopher Anderson (CAA): 0.70h @$245.00 = $171.50
- SMS- CAA (SMS): 0.70h @$245.00 = $171.50

BALANCE DUE **$343.00**

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BILL TO
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 64298
DATE 12/31/2021

MATTER
Code Enforcement Board

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
12/15/2021	CAA: Review and approve release of lien from previous foreclosure matter	0.30	73.50
12/16/2021	CAA: Attempt phone contact with City staff about various code enforcement matters; Review and respond to email from staff about same	0.10	24.50
12/16/2021	CAA: Attempt phone contact with Code Enforcement	0.10	24.50
12/22/2021	CAA: Attempt phone contact with City staff about outstanding questions	0.10	24.50
12/27/2021	CAA: Continue to draft master form file for code enforcement orders; Research programming word documents	1.50	367.50
			Subtotal: 514.50

Hours Summary:
- Christopher Anderson (CAA): 2.10h @$245.00 = $514.50

BALANCE DUE **$514.50**

Please make checks payable to: Gilligan, Anderson & Phelan, P.A.

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BILL TO
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 64299
DATE 12/31/2021

MATTER
Council

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
12/02/2021	PGG: Review voice mail from Mayor Kent Guinn about swearing in requirements; Telephone conference with U.S. attorney Robert Bodner about same; Telephone conference with City Clerk Angel Jacobs about form and procedure; Instructions to Attorney Sydney Simmons about Research on issue; Office conference with her about same	0.80	196.00
12/02/2021	SMS: Email to Attorney Robert Batsel re memo re potential conflicts of interest	0.10	24.50
12/02/2021	SMS: Review email from Attorney Patrick Gilligan re swearing in ceremony and discussion re same	0.10	24.50
12/03/2021	PGG: Review agenda; Office conference with Attorney Rob Batsel and Paralegal about same	0.60	147.00
12/03/2021	PGG: Office conference with Attorney Rob Batsel, Attorney Gwendolyn P. Williams and councilwomen elect Dryer	1	245.00
12/09/2021	GPW: Begin drafting notes on background of case and mediation in Sona for Attorney Rob Batsel's report to City Council; Office conference with Attorney Patrick Gilligan re form of same; Office conference with Attorney Rob Batsel re same	1.50	367.50
12/17/2021	PGG: Prepare and attend city managers Council review meeting	0.70	171.50
12/20/2021	PGG: Office conference with Mayor Kent Guinn about pending Ocala Police Department legal issues	1	245.00
			Subtotal: 1,421.00

Hours Summary:
- Patrick Gilligan (PGG): 4.10h @$245.00 = $1,004.50
- GPW- PGG (GPW): 1.50h @$245.00 = $367.50
- SMS- RWB (SMS): 0.10h @$245.00 = $24.50
- SMS- PGG (SMS): 0.10h @$245.00 = $24.50

BALANCE DUE **$1,421.00**

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BILL TO
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 64300
DATE 12/31/2021

MATTER
Cruce, Franklin

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
12/08/2021	GPW: Office conference with City Paralegal Shannon Crandall and Attorney Patrick Gilligan re Status Conference; Office conference with City Paralegal Shannon Crandall re scheduling; Prepare for and attend Status Conference hearing; Read email from Glen Moehling re trial date conflict; Office conference with Attorney Patrick Gilligan and City Paralegal Shannon Crandall re same and re alternatives	0.60	147.00
12/09/2021	GPW: Voicemail to and telephone conference with Glen Moehling re trial attendance and witness	0.20	49.00
12/10/2021	PGG: Read and respond to email from Attorney Gwendolyn P. Williams about witness for trial	0.10	24.50
12/12/2021	PGG: Instructions to Paralegal and Attorney Gwendolyn P. Williams about witness list	0.10	24.50
12/13/2021	GPW: Read emails from Attorney Patrick Gilligan and City Paralegal Shannon Crandall re contacting Doug Peebles re being witness at trial; Telephone conference with Doug Peebles re same; Office conference with Attorney Patrick Gilligan re same and re scheduling office conference with Doug Peebles ahead of trial; Email City Paralegal Shannon Crandall re coordinating same	0.50	122.50
12/15/2021	GPW: Office conference with Attorney Patrick Gilligan re trial opening, witnesses and other preparation	0.20	49.00
12/20/2021	GPW: Begin drafting witness and exhibit list; Review file for relevant documents re same; Office conference with Attorney Patrick Gilligan re same; Email City Paralegal Shannon Crandall re same	0.30	73.50
12/20/2021	PGG: Office conference with Attorney Gwendolyn P. Williams about witness list	0.10	24.50
12/21/2021	GPW: Review Witness and Exhibit list from City Paralegal Shannon Crandall and edit same; Email same to City Paralegal Shannon Crandall with instructions	0.10	24.50
12/29/2021	GPW: Office conference with City Paralegal Shannon Crandall re filing witness and exhibit list	0.10	24.50
			Subtotal: 563.50

Hours Summary:
- GPW- PGG (GPW): 2.00h @$245.00 = $490.00
- Patrick Gilligan (PGG): 0.30h @$245.00 = $73.50

BALANCE DUE **$563.50**

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BILL TO
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 64301
DATE 12/31/2021

MATTER
Discount Sleep

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
06/01/2021	RWB: Review and reply to email from Emory Roberts re public records request	0.10	24.50
06/02/2021	RWB: Review and reply to emails from Attorney Derek Schroth re public records requests and requests for production	0.30	73.50
06/03/2021	RWB: Review emails from Jennifer Murty and Council Member Jay Musleh re Chubb reservation of rights letters and attorney's fees; Review ROR letters; Telephone conference with Jay; Telephone conference with Robin Arnold; Telephone conference with Ken Clements; Telephone conference with Carolyn Goodwine; Draft email to Jennifer re partial response	1.10	269.50
06/04/2021	CAA: Review motion to compel compliance with mandate and response to motion for case management conference filed by Plaintiffs	0.10	24.50
06/06/2021	PGG: Review Plaintiffs' Motion to Compel City to Fund the Common Fund	0.35	85.75
06/07/2021	RWB: Telephone conference with Jared Sorensen re public records request response and attorney's fees (split time); Review emails from Jennifer Murty, Jared and Ken Clements	0.50	122.50
06/07/2021	RWB: Telephone conference with Councilman Musleh re Discount Sleep public records request and prior attorney's fees and carrier reimbursements; Continue to review same	0.40	98.00
06/09/2021	RWB: Office conference with Attorney Pat Gilligan re Chubb coverage and attorney's fees; Draft email to Jared Sorensen re same; Telephone conference with Jared	0.60	147.00
06/09/2021	RWB: Telephone conference with Jared Sorensen and Ken Clements re public records request, billing and Chubb reimbursement issues	0.60	147.00
06/09/2021	RWB: Exchange emails with Attorney Jason Zimmerman, paralegal and Lori Boley re shade meeting and cancellation / alternative	0.30	73.50
06/09/2021	RWB: Telephone conference with Jared Sorensen re attorney's fees and Chubb reimbursement; Review emails from Jared together with attached files; Draft email to Jennifer Murty; Telephone conference with Jared re review/revision of email; Send email	1.30	318.50
06/10/2021	RWB: Review email from Jennifer Murty re public records request;	0.60	147.00

DATE	DESCRIPTION	HOURS	AMOUNT
	Telephone conference with Jared Sorensen; Telephone conference with Councilman Musleh; Telephone conference with Jared; Telephone conference with Sandra Wilson		
06/14/2021	RWB: Review and reply to email from Attorney Jason Zimmerman	0.10	24.50
06/16/2021	RWB: Review and exchange emails with Attorney Jason Zimmerman and Lori Boley re shade meeting and email updates to council	0.20	49.00
06/21/2021	RWB: Telephone conference with Attorney Savanna Clifton re case filings re set-off and history; Review file; Draft email to Savannah with responsive files	0.70	171.50
06/21/2021	PGG: Office conference with Attorney Rob Batsel about set-off defense; Email answer and affirmative defense pleading about same	0.20	49.00
06/22/2021	PGG: Review City's response to Motion to Compel establishment of common fund	0.30	73.50
07/01/2021	PGG: Written Discovery; Review voice mail from co-counsel about getting copy of City insurance policy; Read email from Ken Clements about same; Read email from Paralegal about sending copy	0.20	49.00
08/08/2021	PGG: Pre-Trial Pleadings and Motions; Review Plaintiffs' Motion to Compel; Instructions to Paralegal	0.10	24.50
10/11/2021	RWB: Review email from Attorney Suvanna Clifton; Review hearing outline; Draft reply email re feedback; Review and reply to emails from JA and Jennifer Murty; Draft email to staff and council members re hearing; Review file in preparation for hearing	0.90	220.50
10/11/2021	RWB: Telephone conference with Chief Welborn re hearing	0.20	49.00
10/11/2021	RWB: Attend Zoom hearing	1	245.00
10/11/2021	RWB: Telephone conference with Attorney Jason Zimmerman	0.20	49.00
10/11/2021	RWB: Telephone conference with Sandra Wilson and Bill Kauffman	0.10	24.50
10/11/2021	RWB: Conference call with Councilman Grabelle; Conference call with Councilman Malever	0.40	98.00
10/11/2021	RWB: Telephone conference with Attorney Jason Zimmerman	0.20	49.00
10/11/2021	RWB: Research re expert witness disclosure and lack of rebuttal re ability to issue refunds; Draft email to Attorney Jason Zimmerman	0.60	147.00
10/11/2021	CAA: Office conference with Attorney Rob Batsel about result of hearing and other issues	0.40	98.00
10/11/2021	RWB: Exchange of emails with Jennifer Murty	0.10	24.50
10/11/2021	RWB: Conference call with Ire Bethea; Telephone conference with Jason Zimmerman; Conference call with Barry Mansfield	0.70	171.50
10/11/2021	RWB: Conference call with Jim Hilty	0.20	49.00
10/11/2021	RWB: Conference call with Councilman Musleh; Conference call with Sandra Wilson and Bill Kauffman (split time)	0.70	171.50
10/11/2021	CAA: Office conference with Attorney Rob Batsel about hearing, evidentiary issues, and remaining matters	0.30	73.50
10/11/2021	RWB: Review email from Attorney Derek Schroth together with proposed order	0.10	24.50
10/12/2021	RWB: Research sunshine law / remote attendance at shade meeting; Draft email to Lori Boley re same	0.80	196.00
10/12/2021	RWB: Review and reply to email from Lori Boley re shade meeting	0.10	24.50
10/12/2021	RWB: Telephone conference with Councilman Musleh	0.30	73.50

DATE	DESCRIPTION	HOURS	AMOUNT
10/13/2021	RWB: Office conference with Austin Miller	0.20	49.00
10/13/2021	RWB: Telephone conference with Jared Sorenson and Ken Clements re order	0.10	24.50
10/13/2021	RWB: Review and reply to email from Attorney Jason Zimmerman	0.10	24.50
10/13/2021	RWB: Review Order Granting Motion to Compel; Draft email to Jared Sorenson and Ken Clements; Draft email to Austin Miller	0.20	49.00
10/14/2021	RWB: Telephone conference with Attorney Jason Zimmerman	0.30	73.50
10/15/2021	RWB: Research common fund and attorney's fee award; Telephone conference with Attorney Jason Zimmerman	0.80	196.00
10/15/2021	RWB: Telephone conference with Jason Zimmerman; Prepare and attend shade meeting	1.30	318.50
10/18/2021	PGG: Office conference with Attorney Rob Batsel about court judgment, appeal and upcoming shade meetings	0.20	49.00
10/19/2021	RWB: Office conference with Attorney Pat Gilligan re strategy; Draft email to Pat and Attorney Jason Zimmerman	0.30	73.50
10/19/2021	PGG: Office conference with Attorney Rob Batsel about upcoming Shade meetings and strategy going forward	0.35	85.75
10/20/2021	PGG: Office conference with Attorney Rob Batsel about upcoming Shade meetings with Council	0.10	24.50
10/20/2021	RWB: Office conference with Attorney Pat Gilligan; Draft email to Angel Jacobs and staff re shade meetings; Draft email to Attorney Jason Zimmerman	0.30	73.50
10/20/2021	CAA: Telephone call with class action counsel about strategy for case; Research Florida and federal class action rules about notice to class members after judgment	2.50	612.50
10/20/2021	PGG: Telephone conference with Attorney Zimmerman about strategy; Office conference with Attorney Chris Anderson about same	1	245.00
10/21/2021	PGG: Analysis/Strategy; Office conference with Attorney Chris Anderson about appellate issues and/or going forward strategies	0.30	73.50
10/21/2021	CAA: Office conference with Attorney Patrick Gilligan about notice to class members for motion for attorneys' fees	0.10	24.50
10/25/2021	RWB: Office conference with Attorney Pat Gilligan re strategy following discussion with outside counsel	0.30	73.50
10/25/2021	RWB: Telephone conference with Councilman Musleh	0.20	49.00
10/26/2021	RWB: Telephone conference with Attorney Jason Zimmerman re shade meeting; Attend shade meeting	1.20	294.00
10/26/2021	RWB: Office conference with Attorney Pat Gilligan re status and issue from Discount Sleep 2; Draft email to Attorneys Jason Zimmerman and Chris Anderson re outstanding issue	0.50	122.50
10/29/2021	RWB: Review and reply to email from Attorney Derek Schroth; Draft email to Angel Jacobs and staff re public records request for Fire45 Refunds	0.20	49.00
10/29/2021	RWB: Review emails from Peter Brill and Tammi Haslam re fire assessment overpayment refunds; Exchange follow up emails with Derek Schroth and staff	0.30	73.50
11/05/2021	RWB: Pre-Trial Pleadings and Motions: Review Unopposed Motion to Exceed Page Limitation and for Extension of Time; Review proposed order; Review emails from Attorneys Derek Schroth and Jason Zimmerman re same	0.20	49.00
11/05/2021	RWB: Analysis/Strategy: Review emails from Attorney Chris	0.30	73.50

DATE	DESCRIPTION	HOURS	AMOUNT
	Anderson re research on attorney's fee award and procedural issues; Draft email to Attorney Jason Zimmerman		
11/08/2021	RWB: Analysis/Strategy Draft email to Attorney Jason Zimmerman re shade meeting	0.10	24.50
11/08/2021	RWB: Communicate (with client) Exchange emails with staff and City staff re shade meeting	0.10	24.50
11/12/2021	CAA: Research federal rules of civil procedure on due process and notice of attorney fee motion	0.30	73.50
11/16/2021	RWB: Settlement/Non-Binding ADR - Review email from Attorney Jason re shade meeting; Telephone message for Jason; Telephone conference with Faz; Telephone conference with paralegal	0.20	49.00
11/19/2021	RWB: Other Written Motions and Submissions - Telephone conference with Attorney Jason Zimmerman re status and strategy for upcoming motions and briefing	0.20	49.00
11/19/2021	RWB: Analysis/Strategy - Draft email to Attorney Jason Zimmerman re procedural issues and timeline	0.20	49.00
11/30/2021	RWB: Communicate (with legal team) - Exchange emails with Attorney Jason Zimmerman re shade meeting	0.10	24.50
11/30/2021	RWB: Communicate (with client) Exchange emails with Lori Boley re shade meeting	0.10	24.50
11/30/2021	RWB: Analysis/Strategy - Telephone conference with Attorney Jason Zimmerman re strategy for upcoming motion	0.20	49.00
11/30/2021	RWB: Experts/Consultants - Attend Zoom meeting with Attorney Jason Zimmerman and Bill Kauffman re staff efforts re draw down note / financing	0.30	73.50
11/30/2021	RWB: Fact Investigation/Development - Review email from Bill Kauffman re bank requirements for financing; Telephone message for Attorney Susan Schoettle re prior agenda package; Draft email to Susan re same	0.20	49.00
11/30/2021	RWB: Settlement/Non-Binding ADR - Prepare and attend shade meeting	0.30	73.50
12/06/2021	RWB: Document/File Management - Review and reply to emails from Attorney Jason Zimmerman and Bill Kauffmann re Motion for Extension	0.10	24.50
12/06/2021	RWB: Document/File Management - Review and revise Motion for Extension of Time	0.20	49.00
12/09/2021	RWB: Other Written Motions and Submissions Review Plaintiff's Motion to Tax Costs Against Defendant	0.10	24.50
12/09/2021	RWB: Communicate (with legal team) Review and reply to email from Attorney Jason Zimmerman re Motion to Tax Costs	0.10	24.50
12/14/2021	RWB: Settlement/Non-Binding ADR Review file in preparation for shade meeting	0.50	122.50
12/14/2021	RWB: Settlement/Non-Binding ADR Telephone conference with Attorney Jason Zimmerman re shade meeting	0.20	49.00
12/14/2021	RWB: Appear for/attend shade meeting with city council and Attorney Jason Zimmerman	0.80	196.00
12/20/2021	RWB: Settlement/Non-Binding ADR Review and reply to email from staff and court reporter re shade meeting	0.10	24.50
12/27/2021	RWB: Settlement/Non-Binding ADR Review email from court reporter; Instructions to paralegal re cancellation of shade meeting	0.10	24.50
			Subtotal: 7,644.00

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Expenses		
06/09/2021	Payment to Owen & Associates for 5/21/21 shade meeting		197.00
11/04/2021	Owen & Associates: Executive Session Transcript 10/15/21		372.50
11/05/2021	Owen & Associates: Transcript for executive session on 10/26/21		281.50
12/13/2021	Owen & Associates: Shade meeting 11/30/21		197.00
			Subtotal: 1,048.00

Hours Summary:
- Rob Batsel (RWB): 24.40h @$245.00 = $5,978.00
- Christopher Anderson (CAA): 3.70h @$245.00 = $906.50
- Patrick Gilligan (PGG): 3.10h @$245.00 = $759.50

BALANCE DUE **$8,692.00**

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1531 SE 36th Ave.
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BILL TO
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 64302
DATE 12/31/2021

MATTER
Felicien, Phillip

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
12/21/2021	GPW: Office conference with City Paralegal Shannon Crandall re drafting Complaint; Review file re same; Review and edit draft of Complaint; Email City Paralegal Shannon Crandall re same and re filing	0.50	122.50
			Subtotal: 122.50

Hours Summary:
- GPW- PGG (GPW): 0.50h @$245.00 = $122.50

BALANCE DUE **$122.50**

Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave.
Ocala, FL 34471
+352 8677707

BILL TO
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 64303
DATE 12/31/2021

MATTER
Fierro, Malia

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
12/01/2021	GPW: (Fierro) Read email and attachments from Lyn Cole re New Recruit demand letter; Email City Paralegal Shannon Crandall re drafting same; Email Lyn Cole questions re termination; Review demand letter from City Paralegal Shannon Crandall	0.20	49.00
12/02/2021	PGG: Open file; Instructions to Paralegal	0.20	49.00
12/06/2021	PGG: Update case diary; Office conference with Paralegal and Attorney Gwendolyn P. Williams about repayment plan	0.20	49.00
12/06/2021	GPW: Office conference with Receptionist re message from Fierro; Office conferences with City Paralegal Shannon Crandall re contacting Fierro re payment and attorney fee issues; Office conference with Attorney Patrick Gilligan re procedure going forward	0.30	73.50
12/15/2021	GPW: (Fierro) Forward email from Chief Balken to Attorney Patrick Gilligan re payment plan; Email Chief Balken re same	0.10	24.50
12/20/2021	GPW: Review and edit Promissory Note and email same to City Paralegal Shannon Crandall to send out	0.20	49.00
12/21/2021	GPW: (Fierro) Email and office conference with City Paralegal Shannon Crandall re Promissory Note and obtaining signature	0.10	24.50
			Subtotal: 318.50

Hours Summary:
- GPW- PGG (GPW): 0.90h @$245.00 = $220.50
- Patrick Gilligan (PGG): 0.40h @$245.00 = $98.00

BALANCE DUE **$318.50**

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City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 64304
DATE 12/31/2021

MATTER
Fire Department

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
12/03/2021	GPW: Review Petition for Declaratory Statement to State of Florida Building Commission and other documents re sprinkler requirement in townhomes; Begin research re same; Office conference with Attorney Rob Batsel re same	1.60	392.00
			Subtotal: 392.00

Hours Summary:
- GPW- RWB (GPW): 1.60h @$245.00 = $392.00

BALANCE DUE **$392.00**

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1531 SE 36th Ave.
Ocala, FL 34471
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BILL TO
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 64305
DATE 12/31/2021

MATTER
Frederick, Brian Thomas

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
12/22/2021	SMS: Review drafted Lien Foreclosure Complaint; Send Complaint to Attorney Christopher Anderson for review; Review email and Attorney General opinion for lien foreclosures; Westlaw research on same	0.60	147.00
12/22/2021	CAA: Review draft complaint	0.20	49.00
			Subtotal: 196.00

Hours Summary:
- SMS- CAA (SMS): 0.60h @$245.00 = $147.00
- Christopher Anderson (CAA): 0.20h @$245.00 = $49.00

BALANCE DUE **$196.00**

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110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 64306
DATE 12/31/2021

MATTER
Ocala Petro, Inc.

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
12/10/2021	CAA: Draft email to City staff about Attorney General Advisory Opinion and complaint	0.10	24.50
12/30/2021	CAA: Continue to draft response to motion to dismiss and motion to amend	0.60	147.00
12/30/2021	CAA: Draft motion for extension of time; Office conference with paralegal about filing same	0.30	73.50
12/30/2021	CAA: Research interpretation of Florida statute on code enforcement, and application of lien	1.70	416.50
			Subtotal: 661.50

Hours Summary:
- Christopher Anderson (CAA): 2.70h @$245.00 = $661.50

BALANCE DUE **$661.50**

Please make checks payable to: Gilligan, Anderson & Phelan, P.A.

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1531 SE 36th Ave.
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BILL TO
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 64307
DATE 12/31/2021

MATTER
OPD

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
12/06/2021	PGG: Review FDLE Memorandum of Understanding for use of alias social security numbers for form and legality; Instructions to Paralegal	0.30	73.50
12/27/2021	PGG: Office conference with Attorney Sydney Simmons about research on mandatory sentencing for habitual misdemeanor offenders	0.30	73.50
12/27/2021	PGG: Office conference with Attorney Sydney Simmons about traffic enforcement in roadways under current federal law	0.30	73.50
12/27/2021	SMS: Office conference with Attorney Patrick Gilligan about research on mandatory sentencing for habitual misdemeanor offenders; Research on the same; Email to Attorney Patrick Gilligan re same	1.90	465.50
12/29/2021	GPW: (McCoy, Branden) Read email and attachments from Lyn Cole re new recruit termination and demand letter; Email City Paralegal Shannon Crandall re same; Review draft of letter and email City Paralegal Shannon Crandall re instructions on address and letterhead	0.30	73.50
			Subtotal: 759.50

Hours Summary:
- SMS- PGG (SMS): 1.90h @$245.00 = $465.50
- Patrick Gilligan (PGG): 0.90h @$245.00 = $220.50
- GPW- PGG (GPW): 0.30h @$245.00 = $73.50

BALANCE DUE **$759.50**

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1531 SE 36th Ave.
Ocala, FL 34471
+352 8677707

BILL TO
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 64308
DATE 12/31/2021

MATTER
Risk Management

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
12/06/2021	PGG: Telephone conference with Chris Watt about PMA catastrophic claim payment	0.35	85.75
12/08/2021	PGG: Begin Review of PMA contract concerning catastrophic claims	0.35	85.75
12/09/2021	GPW: Office conference with Chris Watt, Attorney Patrick Gilligan, Attorney Rob Batsel, and City Paralegal Shannon Crandall re status of Risk cases	1.60	392.00
12/09/2021	PGG: Office conference with Chris Watt about pending litigation	1	245.00
12/12/2021	PGG: Read and respond to email from Chris Watt about PMA catastrophic claim handling fee; Review contract	0.60	147.00
12/13/2021	PGG: Read email from and Telephone conference with Chris Watt about interpretation of PMA Agreement concerning catastrophic claims	0.20	49.00
12/14/2021	PGG: Telephone conference with Carolyn Goodwine about revised release from Attorney Dailey in Kail pipe leak matter	0.20	49.00
12/15/2021	PGG: Review revised Kail release for broken water pipe claim; leave voice mail with Carolyn Goodwine about same; Telephone conference with Carolyn Goodwine about release; Review 1001 and scene photos	0.50	122.50
12/20/2021	PGG: Revise Kail release; Draft email to Attorney Daily with same	0.40	98.00
12/27/2021	PGG: Research and Draft legal memorandum to Chris Watt about interpretation of PMA Agreement concerning payments for Covid employee claims; Instructions to Paralegal; Telephone conference with Chris Watt about same	1.85	453.25

Subtotal: 1,727.25

Retainer information:
+ Previous account balance: $1,010.50
+ New charges: $1,727.25
- Previous retainer balance: $400.00
- Payment made from retainer: $400.00
= New account balance: $2,337.75
= New retainer balance: $0.00

BALANCE DUE **$1,727.25**

Please make checks payable to: Gilligan, Anderson & Phelan, P.A.

Hours Summary:
- Patrick Gilligan (PGG): 5.45h @$245.00 = $1,335.25
- GPW- PGG (GPW): 1.60h @$245.00 = $392.00

Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave.
Ocala, FL 34471
+352 8677707

BILL TO
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

INVOICE # 64309
DATE 12/31/2021

MATTER
Slavich - CRB

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
12/06/2021	CAA: Office conference with paralegal about pending appeal and background	0.10	24.50
12/17/2021	CAA: Telephone call with Attorney Eric Dibert about extension of time for appeal	0.20	49.00
			Subtotal: 73.50

Hours Summary:
- Christopher Anderson (CAA): 0.30h @$245.00 = $73.50

BALANCE DUE **$73.50**

Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave
Ocala, FL 34471

Risk Management
2701 North Rocky Pointe Drive
Suite 250
Tampa, FL 33607

Date: 1/7/2022

Invoice	Matter	Fees	Expenses	Amount
61668	Garcia de Sanchez, Jourdan	$36.75	$0.00	$36.75
64321	American Humanist Assn	$49.00	$0.00	$49.00
64322	Clifton, Talia	$2,535.75	$620.50	$3,156.25
64323	Forsyth-JJ	$2,891.00	$0.00	$2,891.00
64324	Goff, James	$257.25	$0.00	$257.25
64325	Hernandez, Pedro	$1,041.25	$0.00	$1,041.25
64327	Marin, William & Janelle	$1,065.75	$0.00	$1,065.75
64328	Shadow Oaks	$7,264.25	$0.00	$7,264.25
64326	L003358033- Brown, William Samuel (L003358033)	$61.25	$22.00	$83.25
Total		$15,202.25	$642.50	$15,844.75

Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave.
Ocala, FL 34471
+352 8677707

BILL TO
PMA Management Corp/Risk Mgmt.
Attn: Senior Account Claims Representative
2701 North Rocky Pointe Drive
Suite 250
Tampa, FL 33607

INVOICE # 64328
DATE 12/31/2021

MATTER
Shadow Oaks

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
12/01/2021	SMS: Continue drafting Motion to Dismiss; Discussion with Attorney Gwendolyn Williams re meeting with Buller and facts for Motion; Research on use of public records in Motion to Dismiss; Review documents received from Officer Buller and others at City to use in Motion; Draft facts section of Motion	2.20	539.00
12/01/2021	GPW: Office conference with Attorney Sydney Simmons re question on background and evidence for Motion to Dismiss	0.10	24.50
12/02/2021	SMS: Draft Request for Judicial Notice of Public Records	0.40	98.00
12/02/2021	SMS: Continue drafting Motion to Dismiss; Begin edits of the same	2.30	563.50
12/03/2021	SMS: Continue drafting Motion to Dismiss and Request for Judicial Notice; Search public records to use exhibits for Motion; Edit Motion; Send to Attorney Patrick Gilligan for review	3.80	931.00
12/06/2021	PGG: Review draft Motion to Dismiss; Office conference with Attorney Sydney Simmons about same; Telephone conference with Attorney Green about Motion to Dismiss per federal court consultation requirement; Update case diary	1	245.00
12/06/2021	SMS: Office conference with Attorney Patrick Gilligan about Motion to Dismiss; Telephone conference with Attorney Green about Motion to Dismiss per federal court consultation requirement; Emails with Attorney Patrick Gilligan re case file	0.60	147.00
12/08/2021	SMS: Review emails from Attorney Patrick Gilligan re Amended Complaint; Review Amended Complaint	0.40	98.00
12/09/2021	SMS: Research corporate history of Shadow Oaks and Pioneer Mobile Home Park; Review emails from Paralegal Shannon Crandall re same; Discussions with Attorney Patrick Gilligan and Attorney Gwendolyn Williams re case strategy; Begin drafting Answer to Amended Complaint; Research on administrative remedies; Follow up discussions with Attorney Patrick Gilligan and Attorney Gwendolyn Williams; Telephone conference with Ken Clements re strategy	3.20	784.00

DATE	DESCRIPTION	HOURS	AMOUNT
12/09/2021	PGG: Office conferences with Attorney Sydney Simmons and Attorney Gwendolyn P. Williams about second amended complaint and possible Motion to Dismiss vs. Answer	0.65	159.25
12/09/2021	GPW: Office conferences with Attorney Patrick Gilligan and Attorney Sydney Simmons re strategy moving forward; Office conference with Attorney Sydney Simmons re issue of exhausting administrative remedies; Office conference with Attorney Patrick Gilligan and Attorney Sydney Simmons re same and re affirmative defenses; Telephone conference with Attorney Sydney Simmons and Ken Clements re strategy; Read email from Ken Clements to Attorney Patrick Gilligan	1.20	294.00
12/10/2021	PGG: Read and respond to email from Ken Clements about strategy of answering complaint vs. Motion to Dismiss; Instructions to Paralegal and Attorney Sydney Simmons; Office conference with Attorney Sydney Simmons about investigation into Pioneer Mobile Home Part; Update Casemap; Read email from Jeffery Ball about code cases in various Mobile Home Parks; Office conference with Attorney Sydney Simmons and Paralegal about site inspection; Review Google maps to locate parks	0.90	220.50
12/10/2021	SMS: Discussions with Attorney Patrick Gilligan and Paralegal Shannon Crandall re Answer draft; Telephone conference with Jimmy Pogue and Jeffrey Ball at Code re questions for Answer draft; Emails with Jeffrey Ball re follow up; Emails with Attorney Patrick Gilligan re status of file; Finish review of case file received from Code to prepare Answer; Draft Answer and Affirmative Defenses; Send to Attorney Patrick Gilligan for initial review; Update case diary	2.50	612.50
12/12/2021	PGG: Update Casemap for witness Jeffrey Ball; Draft email to Attorney Sydney Simmons and Attorney Gwendolyn P. Williams about same; Instructions to Paralegal and Attorney Sydney Simmons about getting additional information on other mobile home parks and code enforcement action; Review and revise answer and Affirmative Defenses	1	245.00
12/13/2021	SMS: Review email correspondence from Attorney Patrick Gilligan and Paralegal Shannon Crandall re Answer to Amended Complaint; Review Attorney Patrick Gilligan edits to Answer and discussion with Attorney Patrick Gilligan re same; Finalize Answer and send to Paralegal Shannon Crandall for filing; Email Jeffrey Ball re initiation of spreadsheet for mobile home parks from City; Update Casemap with status of case and re emails	0.60	147.00
12/14/2021	PGG: Update case diary for answer; Instructions to Paralegal about discovery; Office conference with Attorney Sydney Simmons about same; Office conference with Attorney Sydney Simmons about initial discovery	0.40	98.00
12/14/2021	SMS: Discussions with Paralegal Shannon Crandall and Attorney Gwendolyn Williams re initial disclosures and deadline; Research on deadline for initial disclosures; Email to Paralegal Shannon Crandall re instructions to draft initial disclosures; Discussion with Attorney Patrick Gilligan re initial discovery; Begin drafting initial discovery requests; Send to Attorney Patrick Gilligan for review; Pull local rules for deadlines required in case; Email instructions to Paralegal Shannon Crandall re calendaring	2.10	514.50
12/14/2021	PGG: Review Initial Case Order; Instructions to Paralegal and Attorney Sydney Simmons about calendaring all due dates; Proof and revise initial discovery to Plaintiff	0.70	171.50

DATE	DESCRIPTION	HOURS	AMOUNT
12/16/2021	PGG: Review Reply to Affirmative Defenses; Instructions to Paralegal	0.10	24.50
12/20/2021	PGG: Update case diary for receipt of initial discovery; Instructions to Paralegal about setting Depositions; Proof Certificate of Interested Persons; Office conference with Attorney Sydney Simmons about Case Management Order Report; Instructions to Paralegal; Office conference with Attorney Sydney Simmons and Paralegal about timing of filing Case Management Order Report	0.60	147.00
12/20/2021	SMS: Prepare Certificate of Interested Persons per Case Order; Email to Paralegal Shannon Crandall to finalize and edit the same; Review other deadlines and Middle District rules for case management; Email instructions to Paralegal Shannon Crandall re scheduling case management conference with opposing counsel; Follow up discussions with Paralegal Shannon Crandall and Attorney Patrick Gilligan re same	1	245.00
12/21/2021	PGG: Update case diary	0.10	24.50
12/21/2021	PGG: Calendar second Proposal for Settlement to Plaintiff	0.10	24.50
12/21/2021	SMS: Discussion with Attorney Patrick Gilligan re Notice of Taking Corporate Deposition of Shadow Oaks; Review email from Paralegal Shannon Crandall re same; Review federal rules for requirements for Notice; Begin drafting Notice of Taking Corporate Deposition	0.50	122.50
12/22/2021	SMS: Finish drafting Notice of Taking Corporate Deposition; Send to Attorney Patrick Gilligan for review; Update case diary	0.60	147.00
12/26/2021	PGG: Review and revise 30(b)(6) Deposition notice; Instructions to Paralegal	0.15	36.75
12/27/2021	SMS: Review Attorney Patrick Gilligan's email re Notice of Corporate Deposition	0.10	24.50
12/27/2021	PGG: Review Chubb request for budget and initial report; Office conference with Attorney Sydney Simmons about same	0.30	73.50
12/27/2021	PGG: Instructions to Paralegal about getting alternative dates for corporate deposition of Plaintiff	0.10	24.50
12/27/2021	PGG: Review and revise Case Management Order Report; Instructions to Paralegal	0.35	85.75
12/27/2021	SMS: Discussion with Attorney Patrick Gilligan re report to Chubb on case strategy; Complete draft of Initial Report; Send to Attorney Patrick Gilligan for review	1.10	269.50
12/30/2021	SMS: Begin converting Motion to Dismiss to Motion for Summary Judgment	0.50	122.50
			Subtotal: 7,264.25

Hours Summary:
- SMS- PGG (SMS): 21.90h @$245.00 = $5,365.50
- Patrick Gilligan (PGG): 6.45h @$245.00 = $1,580.25
- GPW- PGG (GPW): 1.30h @$245.00 = $318.50

BALANCE DUE **$7,264.25**

Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave.
Ocala, FL 34471
+352 8677707

BILL TO
PMA Management Corp/Risk Mgmt.
Attn: Senior Account Claims Representative
2701 North Rocky Pointe Drive
Suite 250
Tampa, FL 33607

INVOICE # 64327
DATE 12/31/2021

MATTER
Marin, William & Janelle

CLAIM #
L001547753

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
12/02/2021	PGG: Review Pretrial and Trial Order; Calendar due dates; Instructions to Paralegal	0.35	85.75
12/08/2021	PGG: Prepare for and attend deposition of Plaintiffs; Instructions to Paralegal about Subpoenaing Dr. Fakhoury records	3.50	857.50
12/10/2021	PGG: Draft email to Paralegal about records Subpoena to Fakhoury Chiropractic	0.10	24.50
12/12/2021	PGG: Proof Notice of Production from Non-Party to Dr. Fakhoury; Instructions to Paralegal; Update case diary for service of Subpoenas	0.20	49.00
12/21/2021	PGG: Review and execute records Subpoenas; Calendar for receipt of records	0.20	49.00
			Subtotal: 1,065.75

Retainer information:
+ Previous account balance: $0.00
+ New charges: $1,065.75
- Previous retainer balance: $400.00
- Payment made from retainer: $400.00
= New account balance: $665.75
= New retainer balance: $0.00

BALANCE DUE **$1,065.75**

Hours Summary:
- Patrick Gilligan (PGG): 4.35h @$245.00 = $1,065.75

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1531 SE 36th Ave.
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+352 8677707

BILL TO
PMA Management Corp/Risk Mgmt.
Attn: Senior Account Claims Representative
2701 North Rocky Pointe Drive
Suite 250
Tampa, FL 33607

INVOICE # 64326
DATE 12/31/2021

MATTER
Brown, William Samuel (L0033...

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
12/07/2021	PGG: Read email from Carolyn Goodwine about subrogation acceptance from Progressive; update Casemap	0.15	36.75
12/29/2021	GPW: Office conference with City Paralegal Shannon Crandall re status of discovery requests and casemapping same	0.10	24.50
		Subtotal:	61.25
	====== Expenses		
12/06/2021	ChartSwap: Medical Records		22.00
		Subtotal:	22.00

Hours Summary:
- Patrick Gilligan (PGG): 0.15h @$245.00 = $36.75
- GPW- PGG (GPW): 0.10h @$245.00 = $24.50

BALANCE DUE **$83.25**

Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave.
Ocala, FL 34471
+352 8677707

BILL TO
PMA Management Corp/Risk Mgmt.
Attn: Senior Account Claims Representative
2701 North Rocky Pointe Drive
Suite 250
Tampa, FL 33607

INVOICE # 64325
DATE 12/31/2021

MATTER
Hernandez, Pedro

CLAIM #
L003096785

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
12/09/2021	PGG: Office conference with Attorney Gwendolyn P. Williams about upcoming Depositions	0.35	85.75
12/09/2021	GPW: Office conference with Attorney Patrick Gilligan re preparation for pre-deposition meetings and depositions of City employees; Office conference with City Paralegal Shannon Crandall re sending pre-deposition letter to deponents	0.35	85.75
12/13/2021	GPW: Prepare for and attend pre-deposition meetings with William Rodiriguez-Cayro, Jeff Kerley, and Andrew Curbelo; Office conference with Paralegal Kristin Peterson re printing pre-deposition letter	0.50	122.50
12/14/2021	GPW: Prepare for and attend depositions of Bill Rodriguez-Cayro, Jeff Kerley and Andrew Curbelo; Office conference with Attorney Patrick Gilligan re same	2.60	637.00
12/14/2021	PGG: Office conference with Attorney Gwendolyn P. Williams about Depositions of city employees	0.25	61.25
12/21/2021	PGG: Read and respond to email from Carolyn Goodwine about review of Plaintiff's Deposition and child's medicals; Instructions to Paralegal	0.20	49.00

Subtotal: 1,041.25

Hours Summary:
- GPW- PGG (GPW): 3.45h @$245.00 = $845.25
- Patrick Gilligan (PGG): 0.80h @$245.00 = $196.00

BALANCE DUE **$1,041.25**

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Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave.
Ocala, FL 34471
+352 8677707

BILL TO
PMA Management Corp/Risk Mgmt.
Attn: Senior Account Claims Representative
2701 North Rocky Pointe Drive
Suite 250
Tampa, FL 33607

INVOICE # 64324
DATE 12/31/2021

MATTER
Goff, James

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
12/06/2021	PGG: Instructions to Paralegal about preparing litigation budget	0.10	24.50
12/07/2021	PGG: Prepare litigation budget and email to Carolyn Goodwine	0.50	122.50
12/12/2021	PGG: Review medical records from Classic Home Health; Instructions to Paralegal about Casemap	0.35	85.75
12/29/2021	GPW: Office conference with City Paralegal Shannon Crandall re status of discovery requests	0.10	24.50
			Subtotal: 257.25

Hours Summary:
- Patrick Gilligan (PGG): 0.95h @$245.00 = $232.75
- GPW- PGG (GPW): 0.10h @$245.00 = $24.50

BALANCE DUE **$257.25**

Gilligan, Anderson & Phelan, P.A.
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BILL TO
PMA Management Corp/Risk Mgmt.
Attn: Senior Account Claims Representative
2701 North Rocky Pointe Drive
Suite 250
Tampa, FL 33607

INVOICE # 64323
DATE 12/31/2021

MATTER
Forsyth-JJ

CLAIM #
L001430074

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
12/03/2021	PGG: Office conference with Attorney Ed McClellan and Attorney Chris Anderson to prepare for 57.105 fee hearing	1	245.00
12/03/2021	CAA: Office conference with Attorney Pat Gilligan and Fee Expert Ed McClellan about background of case	1.70	416.50
12/06/2021	PGG: Instructions to Paralegal about preparation of hearing notebook for 57.105 hearing	0.10	24.50
12/06/2021	CAA: Telephone call with Fee Expert Ed McClellan about print out of materials; Print same	0.20	49.00
12/09/2021	PGG: Review notice of hearing filed by attorney Mari; Instructions to Paralegal	0.10	24.50
12/09/2021	PGG: Telephone conference with Attorney McClellan and Office conference with Attorney Chris Anderson about attorney fee hearing	0.35	85.75
12/13/2021	CAA: Office conference with Attorney Patrick Gilligan and Fee Expert Ed McClellan about expert testimony	1.70	416.50
12/13/2021	PGG: Office conference with Attorney Chris Anderson and Attorney McClellan to prepare for fee hearing	1.50	367.50
12/14/2021	CAA: Review records about calculation of attorneys' fees; Office conference with Attorney Patrick Gilligan about same	0.60	147.00
12/14/2021	CAA: Research potential requirement to disclose records; Review motion for continuance	0.30	73.50
12/14/2021	PGG: Office conference with Paralegal about documents needed for fee hearing; Review Motion to Continue hearing filed by Attorney King	0.35	85.75
12/15/2021	PGG: Instructions to Paralegal about documents needed for hearing file	0.10	24.50
12/15/2021	PGG: Draft email to Attorney McClellan about Motion to Continue filed by Plaintiff	0.10	24.50
12/15/2021	PGG: Prepare and attend fee hearing	3.50	857.50
12/15/2021	CAA: Telephone call with Attorney Patrick Gilligan about result of	0.10	24.50

DATE	DESCRIPTION	HOURS	AMOUNT
	hearing on attorneys' fees		
12/23/2021	PGG: Read and respond to email from Ken Clements about appeal process as to judgment against Plaintiff	0.10	24.50
			Subtotal: 2,891.00

Hours Summary:
- Patrick Gilligan (PGG): 7.20h @$245.00 = $1,764.00
- Christopher Anderson (CAA): 4.60h @$245.00 = $1,127.00

BALANCE DUE **$2,891.00**

Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave.
Ocala, FL 34471
+352 8677707

BILL TO
PMA Management Corp/Risk Mgmt.
Attn: Senior Account Claims Representative
2701 North Rocky Pointe Drive
Suite 250
Tampa, FL 33607

INVOICE # 64322
DATE 12/31/2021

MATTER
Clifton, Talia

CLAIM #
L002678511

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
12/06/2021	PGG: Review and confirm all pre-trial dates; Instructions to Paralegal	0.20	49.00
12/07/2021	SMS: Email to Paralegal Shannon Crandall re response deadline for last sent interrogatories	0.10	24.50
12/09/2021	GPW: Office conference with Attorney Patrick Gilligan re attending mediation; Telephone conference with Attorney Patrick Gilligan, City Paralegal Shannon Crandall and Carolyn Goodwine re Plaintiff's updated medicals	0.35	85.75
12/09/2021	PGG: Telephone conference with Carolyn Goodwine and Office conference with Attorney Gwendolyn P. Williams and Paralegal about mediation and updated medicals; Read and respond to email from Carolyn Goodwine about deposition and response to Proposal for Settlement	0.50	122.50
12/10/2021	PGG: Instructions to Paralegal about upcoming mediation and preparation of mediation statement	0.10	24.50
12/12/2021	PGG: Draft mediation summary	0.50	122.50
12/13/2021	SMS: Discussion with Paralegal Shannon Crandall re tasks necessary for mediation this week	0.10	24.50
12/14/2021	PGG: Review updated medical records from Plaintiff's Attorney; Forward same to Risk/PMA; Instructions to Paralegal about review an summary	0.25	61.25
12/15/2021	PGG: Read email from Carolyn Goodwine about analysis of updated medicals for mediation; Instructions to Paralegal	0.10	24.50
12/16/2021	PGG: Prepare and attend mediation; Instructions to Paralegal about additional discovery and scheduling Deposition of Plaintiff	3.25	796.25
12/16/2021	SMS: Discussion with Attorney Patrick Gilligan following mediation re researching presumptions of negligence in rear end auto cases; Begin research on same	0.90	220.50
12/17/2021	PGG: Review mediator's bill; Instructions to Paralegal about payment	0.10	24.50

DATE	DESCRIPTION	HOURS	AMOUNT
12/17/2021	PGG: Review Research on presumption of negligence in rear-end collision; Draft email to Carolyn Goodwine, Ken Clements and Richard Dennis about possibility of hiring accident reconstructionist and filing second Proposal for Settlement; Read and respond to emails from Carolyn Goodwine and to Richard Dennis about CME and scheduling Deposition of Plaintiff	1.10	269.50
12/17/2021	SMS: Finish case law analysis for rear end collision presumption of negligence; Draft summary of research; Send to Attorney Patrick Gilligan for review	0.80	196.00
12/20/2021	PGG: Read and respond to email from Carolyn Goodwine about settlement; Office conference with her about Proposal for Settlement; Instructions to Paralegal about preparing Proposal for Settlement for $20,000	0.35	85.75
12/21/2021	PGG: Instructions to Paralegal about issuing records Subpoenas	0.10	24.50
12/21/2021	PGG: Draft good faith discovery letter to Plaintiff's counsel	0.10	24.50
12/21/2021	PGG: Draft email to Attorney Cruz about deposition of Plaintiff; Instructions to Paralegal about scheduling for our office	0.25	61.25
12/22/2021	PGG: Review and revise Deposition notice of Plaintiff	0.10	24.50
12/23/2021	PGG: Update case diary for response to Proposal for Settlement and Deposition date of Plaintiff; Instructions to Paralegal about follow up on records Subpoenas	0.20	49.00
12/27/2021	PGG: Instructions to Paralegal about preparing Motion to Compel	0.10	24.50
12/29/2021	SMS: Review case diary; Email correspondence with Attorney Patrick Gilligan and Paralegal Shannon Crandall re potential Motion to Compel; Instructions to Paralegal Shannon Crandall re editing Motion to Compel; Review and edit Motion to Compel; Send to Paralegal Shannon Crandall with instructions for editing and finalizing and to Attorney Patrick Gilligan for approval	0.60	147.00
12/30/2021	PGG: Proof and revise Motion to Compel	0.20	49.00
			Subtotal: 2,535.75
	====== Expenses		
12/17/2021	Mediate First: Mediation fee; Invoice #32972-2		620.50
			Subtotal: 620.50
	====== Services (Not Billed)		
12/16/2021	SMS: Attend mediation with Attorney Patrick Gilligan and City representatives	1.60	0.00
			Subtotal: 0.00

Hours Summary:
- Patrick Gilligan (PGG): 7.50h @$245.00 = $1,837.50
- SMS- PGG (SMS): 2.50h @$245.00 = $612.50
- GPW- PGG (GPW): 0.35h @$245.00 = $85.75

BALANCE DUE **$3,156.25**

Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave.
Ocala, FL 34471
+352 8677707

BILL TO
PMA Management Corp/Risk Mgmt.
Attn: Senior Account Claims Representative
2701 North Rocky Pointe Drive
Suite 250
Tampa, FL 33607

INVOICE # 64321
DATE 12/31/2021

MATTER
American Humanist Assn

CLAIM #
L001400263

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
12/06/2021	PGG: Review Joint Notice Regarding Suggestion of Death and Impact on Appeal	0.20	49.00
			Subtotal: 49.00

Hours Summary:
- Patrick Gilligan (PGG): 0.20h @$245.00 = $49.00

BALANCE DUE **$49.00**

Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave.
Ocala, FL 34471
+352 8677707

BILL TO
PMA Management Corp/Risk Mgmt.
Attn: Senior Account Claims Representative
2701 North Rocky Pointe Drive
Suite 250
Tampa, FL 33607

INVOICE # 61668
DATE 12/31/2020

MATTER
Garcia de Sanchez, Jourdan

CLAIM #
L001734621

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
12/15/2020	PGG: Update case diary	0.15	36.75
		Subtotal:	36.75

Hours Summary:
- Patrick Gilligan (PGG): 0.15h @$245.00 = $36.75

BALANCE DUE **$36.75**

Please make checks payable to: Gilligan, Anderson & Phelan, P.A.

Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave
Ocala, FL 34471

RISK - CHUBB

Date: 1/7/2022

Invoice	Matter	Fees	Expenses	Amount
64319	Carlton Arms of Ocala, LLC (L003573574)	$1,188.25	$0.00	$1,188.25
64320	Sona and Kuehn	$8,440.25	$0.00	$8,440.25
Total		$9,628.50	$0.00	$9,628.50

Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave.
Ocala, FL 34471
+352 8677707

BILL TO
RISK - CHUBB

INVOICE # 64319
DATE 12/31/2021

MATTER
Carlton Arms of Ocala, LLC (...

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
12/01/2021	RWB: A107 L160: Settlement/Non-Binding ADR - Review and reply to email from Attorney Rob Kelley re offer of settlement	0.20	49.00
12/01/2021	RWB: A105 L160: Communicate (with legal team) - Telephone conference with Attorney Susan Schoettle re proposed settlement and strategy; Draft email to Susan and Attorneys Pat Gilligan and Gwen Williams	0.80	196.00
12/08/2021	PGG: A105 L210: Pleadings; Review amended complaint; Instructions to Paralegal and Attorney Sydney Simmons about same; Office conference with Paralegal about location of newly identified mobile home park	0.80	196.00
12/12/2021	PGG: A105 L100: Case Assessment, Development and Administration; Read email from Attorney Schoettle about upcoming Shade meeting with Council; Draft email to Attorney Rob Batsel about same	0.15	36.75
12/13/2021	RWB: A106 L160: Settlement/Non-Binding ADR Telephone conference with Fazillete Gonzalez re shade meeting	0.20	49.00
12/13/2021	RWB: A105 L160: Settlement/Non-Binding ADR Telephone conference with Attorney Schoettle re shade meeting	0.20	49.00
12/14/2021	RWB: A101 L160: Settlement/Non-Binding ADR - Review file in preparation for shade meeting	0.60	147.00
12/14/2021	RWB: A105 L160: Communicate (with legal team) Telephone conference with Attorney Susan Schoettle re shade meeting	0.40	98.00
12/14/2021	RWB: A103 L160: Settlement/Non-Binding ADR Draft outline for shade meeting and considerations re settlement offer	0.40	98.00
12/14/2021	RWB: A109 L160: Appear for/attend shade meeting with city council and Attorney Susan Schoettle	0.50	122.50
12/22/2021	RWB: A107 L160: Settlement/Non-Binding ADR Draft email to Attorney Rob Kelley re denial of settlement proposal and status	0.20	49.00
12/27/2021	PGG: A104 L100: Case Assessment, Development and Administration; Review Chubb request for budget and initial report; Office conference with Attorney Sydney Simmons about same	0.30	73.50
12/27/2021	RWB: A107 L160: Settlement/Non-Binding ADR Review email from Attorney Rob Kelley re denial of proposal	0.10	24.50
		Subtotal:	1,188.25

Hours Summary:
- Rob Batsel (RWB): 3.60h @$245.00 = $882.00
- Patrick Gilligan (PGG): 1.25h @$245.00 = $306.25

BALANCE DUE **$1,188.25**

Gilligan, Anderson & Phelan, P.A.
1531 SE 36th Ave.
Ocala, FL 34471
+352 8677707

BILL TO
RISK - CHUBB

INVOICE # 64320
DATE 12/31/2021

MATTER
Sona and Kuehn

CLAIM #
L003137937

DATE	DESCRIPTION	HOURS	AMOUNT
	====== Services		
12/01/2021	GPW: A103 L200: Pre-Trial Pleadings and Motions; Telephone conference with Attorney Patrick Gilligan re Answer to Fourth Amended Complaint and filing same; Review and save Order re Amending Fourth Amended Complaint; Review Fifth Amended Complaint; Edit Answer re same and email draft to Attorney Patrick Gilligan; Email and office conference with City Paralegal Shannon Crandall re changing caption and re errors in Fifth Amended Complaint	0.40	98.00
12/01/2021	GPW: A103 L240: Dispositive Motions; Continue research and drafting Motion for Summary Judgment	4.70	1,151.50
12/02/2021	GPW: A103 L240: Dispositive Motions; Continue research and drafting Motion for summary judgment; Office conference with Attorney Patrick Gilligan re same and re Answers to Amended Complaints	3.10	759.50
12/02/2021	PGG: A105 L240: Dispositive Motions; Office conference with Attorney Gwendolyn P. Williams about answer to Fifth Amended Complaint and filing of Motion for Summary Judgment	0.35	85.75
12/02/2021	GPW: A104 L200: Pre-Trial Pleadings and Motions; Office conference with City Paralegal Shannon Crandall re finalizing Answer to Fifth Amended Complaint and footnotes and caption needed re same; Office conference with Attorney Chris Anderson and Attorney Patrick Gilligan re same; Instructions to City Paralegal Shannon Crandall re same	0.30	73.50
12/03/2021	GPW: A107 L190: Other Case Assessment, Development and Administration; Email opposing counsel re attendees at mediation	0.10	24.50
12/03/2021	GPW: A103 L240: Dispositive Motions; Continue drafting Motion for Summary Judgment; Office conference with Attorney Patrick Gilligan re facts section and research needed; Office conferences with Attorney Sydney Simmons re same	3.10	759.50
12/03/2021	SMS: A102 L240: Dispositive Motions; Discussions with Attorney Gwendolyn Williams re Motion for Summary Judgment and follow up research on same	0.60	147.00
12/06/2021	PGG: A105 L160: Settlement/Non-Binding ADR; Office conference with Attorney Gwendolyn P. Williams about mediation conference; Instructions to Paralegal about mediation statement and pre-mediation conference	0.60	147.00

DATE	DESCRIPTION	HOURS	AMOUNT
12/06/2021	GPW: A105 L160: Settlement/Non-Binding ADR; Office conference with Attorney Patrick Gilligan re attending mediation and strategy re same; Office conference with City Paralegal Shannon Crandall re same; Telephone conference with Carolyn Goodwine and Ken Clements re same; Email City Paralegal Shannon Crandall re drafting mediation statement; Review and edit mediation statement and send to City Paralegal Shannon Crandall for finalization and sending	0.90	220.50
12/06/2021	SMS: A102 L240: Dispositive Motions; Research on qualified immunity; Discussions with Attorney Gwendolyn Williams re same; Begin editing Motion for Summary Judgment; Finish initial edits and redline of Motion; Send to Attorney Gwendolyn Williams with notes on finishing the same; Follow up discussions with Attorney Gwendolyn Williams re same	2.20	539.00
12/06/2021	GPW: A103 L240: Dispositive Motions; Office conferences with Attorney Sydney Simmons re additional research needed and adding same to draft of Motion for Summary Judgment; Review Attorney Sydney Simmons' redline of Memorandum of Law in same and accept changes; Continue drafting Motion for Summary Judgment	4.10	1,004.50
12/07/2021	GPW: A103 L240: Dispositive Motions; Continue drafting Motion for Summary Judgment	1	245.00
12/07/2021	GPW: A109 L160: Settlement/Non-Binding ADR; Office conference with Attorney Patrick Gilligan re preparation for mediation; Prepare for and attend mediation	5.50	1,347.50
12/07/2021	PGG: A105 L160: Settlement/Non-Binding ADR; Review mediation statement; Office conference with Attorney Gwendolyn P. Williams about upcoming mediation; Office conference with Chief Mike Balken and Ken Clements about mediation settlement; review mediation Settlement Agreement; Instructions to Paralegal about sending to Risk/PMA	1.50	367.50
12/07/2021	SMS: A103 L240: Dispositive Motions; Continue research for Motion for Summary Judgment and editing and revising the same; Discussions with Attorney Gwendolyn Williams re same; Follow up brief with Attorney Patrick Gilligan and Attorney Gwendolyn Williams re outcome of mediation	2.40	588.00
12/07/2021	RWB: A105 L160: Settlement/Non-Binding ADR - Office conference with Ken Clements and Attorney Patrick Gilligan re structure of settlement agreeement	0.30	73.50
12/08/2021	GPW: A105 L160: Settlement/Non-Binding ADR; Office conferences with City Paralegal Shannon Crandall re emailing OPD officers re outcome of mediation; Draft email and send same to OPD officer with Mediation Settlement Agreement	0.50	122.50
12/08/2021	GPW: A103 L160: Settlement/Non-Binding ADR; Begin drafting Release; Office conference with City Paralegal Shannon Crandall re same and re drafting dismissal documents to send to opposing counsel; Review draft releases and dismissals and email same to Attorney Patrick Gilligan	1.90	465.50
12/08/2021	PGG: A105 L160: Settlement/Non-Binding ADR; Review settlement documents for form and legality	0.10	24.50
12/13/2021	GPW: A105 L160: Settlement/Non-Binding ADR; Email City Paralegal Shannon Crandall re finalizing releases; Telephone conference with Ken Clements re settlement agreement and dismissal; Office conference with City Paralegal Shannon Crandall	0.50	122.50

DATE	DESCRIPTION	HOURS	AMOUNT
	re sending settlement agreement to Ken Clements and sending finalized releases to opposing counsel; Follow up email to Ken Clements re entities receiving donations listed in settlement agreement		
12/16/2021	PGG: A107 L160: Settlement/Non-Binding ADR; Read and respond to email from Attorney Katz about style of release; Instructions to Paralegal about revising style on settlement stipulation	0.20	49.00
12/23/2021	PGG: A107 L140: Document/File Management; Update case diary for receipt of stipulation for dismissal	0.10	24.50
			Subtotal: 8,440.25

Hours Summary:
- GPW- PGG (GPW): 19.60h @$245.00 = $4,802.00
- Gwen Pasteur Williams (GPW): 6.50h @$245.00 = $1,592.50
- SMS- PGG (SMS): 5.20h @$245.00 = $1,274.00
- Patrick Gilligan (PGG): 2.85h @$245.00 = $698.25
- Rob Batsel (RWB): 0.30h @$245.00 = $73.50

BALANCE DUE **$8,440.25**

Legislation Text

File #: 2022-0115, **Version:** 1

Submitted By: Angel Jacobs

Presentation By: Angel Jacobs

Department: City Clerk

STAFF RECOMMENDATION (Motion Ready):
Approve Regular Meeting City Council Minutes for Tuesday, December 21, 2021

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

Ocala City Council Minutes

Tuesday, December 21, 2021

Regular Meeting

110 SE Watula Avenue
Ocala, FL 34471
www.ocalafl.org

Angel B. Jacobs
(352) 629-8266

1. Call to Order

The Ocala City Council held a meeting at the Ocala City Hall on Tuesday, December 21, 2021 at 5:00 PM.

a. Opening Ceremony

1. Invocation - Chaplain Gene Kenney

2. Pledge of Allegiance

b. Welcome and Roll Call

Attendee Name	Title	Status	Arrived
Reuben Kent Guinn	Mayor	Present	
James P. Hilty Sr.	President Pro-Tem	Present	
Kristen M. Dreyer	Council Member	Present	
Barry Mansfield	Council Member	Present	
Jay A. Musleh	Council Member	Present	
Ire J. Bethea Sr.	Council President	Present	

Municipal Officers/Others Present: The meeting was also attended by City Manager Sandra Wilson, City Attorney Robert Batsel Jr., Assistant City Manager Bill Kauffman, Assistant City Manager Ken Whitehead, Assistant City Manager Pete Lee, City Clerk Angel Jacobs, Deputy City Clerk Pamela Omichinski, Fire Chief Clint Welborn, Police Chief Michael Balken, Internal Auditor Randall Bridgeman, Growth Management Director Tye Chighizola, Marketing & Communication Manager Ashley Dobbs, Multimedia & Communication Coordinator Danielle Dyals, Director of Airport Matt Grow, Budget Director Tammi Haslam, Director of Community Dev Services James Haynes, Contracting Officer Tiffany Kimball, Director of Facilities & Fleet Management John King, City Engineer & Director of Water Resources Sean Lanier, Director of Public Works Darren Park, Director of Telecommunications Mel Poole, Director of Parks & Recreation Preston Pooser, Strategic & Legislative Affairs Adm Jeannine Robbins, Director of Finance Emory Roberts, Real Estate Project Manager II Tracy Taylor, Community Engagement Coordinator Ramona Williams, Ocala Police Dept Representative, IT Representative, The Press and other interested parties.

2. Public Notice

Public Notice for the December 21, 2021 City Council Regular Meeting was posted on December 1, 2021

3. Proclamations & Awards

a. Service Award - James Peal - Ocala Fire Rescue - 15 Years of Service

City Manager Wilson and Mayor Guinn presented a service award to James Peal in appreciation of his 15 years of service to the City of Ocala. He started his career with the Ocala Fire Rescue in 2006. During his career, he was promoted to multiple leadership positions. Furthermore, he enjoys spending time with his family and golfing.

James Peal thanked the Ocala Fire Rescue for the opportunity to serve the public.

b. Service Award - Jesse Blaire - Ocala Fire Rescue - 20 Years of Service

City Manager Wilson and Mayor Guinn presented a service award to Jesse Blaire in appreciation of his 20 years of service to the City of Ocala. He started his career with the Ocala Fire Rescue in 2001. During his employment, he obtained his Firefighter certification within three months and was promoted to multiple leadership positions. Furthermore, he helped create the successful Community Paramedicine Program to combat opioid addiction and establish COVID-19 testing stations.

Jesse Blaire thanked the Ocala Fire Rescue for the opportunity to serve the public.

4. Presentations

a. Presentation of funding to the College of Central Florida Foundation for the creation of the Mary Sue Rich Endowment Scholarship

Presentation by Sandra Wilson

City Manager Wilson presented the Mary Sue Rich Endowment Scholarship to the College of Central Florida Foundation. She thanked business leaders in the community for their generous donations. Furthermore, she thanked Ms. Rich for her contributions to the community over 24-years.

Mary Sue Rich thanked the City for creating the Endowment Scholarship in her name. She expressed gratitude to be able to serve the public for 24-years as a Council Member for the City. She hopes the scholarship will help students further their education and build a stronger community.

President of the College of Central Florida Dr. James Henningsen thanked Ms. Rich for her contributions to the community and helping students further their education.

Proclamation of National Homeless Persons Memorial Day

Mayor Guinn presented a proclamation for National Homeless Persons Memorial Day. He discussed how the proclamation honors those who have died and renews the commitment to assist the homeless population. The City proclaims December 21, 2021, as National Homeless Persons Memorial Day.

Office of Homeless Prevention Manager Robin Ford thanked the City for their continued support and funding to help the vulnerable homeless population.

Director of Community Development Services James Haynes thanked the City for their continued support and proclamation. He expressed gratitude to be able to serve the citizens of Ocala.

b. Affordable Housing Advisory Committee (AHAC) 2021 Annual Report

Presentation by James Haynes

Director of Community Development Services James Haynes briefed Council on the establishment of the AHAC (Affordable Housing Advisory Committee) annual report. The Committee represents affordable housing development opportunities in the City of Ocala. To note, section 420.9076(4) of the Florida Statues describes the process for developing the AHAC Report. The key role of the AHAC is to prepare the AHAC Report and evaluate its implementation. The AHAC Report identifies incentive strategies and recommendations for adoption by the local government.

The recommendations should seek to remove regulatory barriers that limit the development or preservation of affordable housing or drive up housing costs. The report will be used as a guide when reviewing the report for Spring 2022, which is associated with ship funding and local housing. To note, the report is created by citizens of Ocala to recommend housing incentive strategies to City Council.

AHAC Committee Member Donnie Mitchel discussed the AHAC 2020 annual report. The Committee has two strongly suggested incentives for City Council to consider, which is expedited permitting and ongoing regulatory review process. According to Florida Statutes 420.9076(4)(a) (2006) “The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects, as provided in Florida Statutes, Sec. 163.3177(6)(f)3." The City shall engage in an ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption. As part of the development review process, when code amendments, future land use classification changes, zoning changes, and site plans are reviewed by city staff, the proposal is evaluated for potential impacts on housing affordability.

2021 Recommendations:

- Have City Staff engage in monthly meetings across departments to identify ways to improve the permitting process.
- Work with the Building Department to revise current permitting applications to reflect an affordable housing type.
- Permitting expedited with a goal of approval within 25 business days.
- Perform case study analysis on the most cumbersome permit request to determine where the process went wrong.

- Establish an affordable housing liaison that will work on behalf of both the City and the contractor/developer to get request quickly through the permitting process.

According to Florida Statutes 420.9076(4)(i) (2006) "The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan, provisions that increase the cost of housing." The City shall engage in an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption. As part of the development review process, when code amendments, future land use classification changes, zoning changes, and site plans are reviewed by city staff, the proposal is evaluated for potential impacts on housing affordability. The city uses objectives and policies in the comprehensive plan as well as density bonuses, local housing incentive funds, and state or federal grants to help facilitate development that provides additional affordable housing for our community.

2021 Recommendations:

- Meet regularly to review policies, procedures, ordinances, regulations, and plan provisions that increase the cost of housing. Continue conversations with community partners to stay updated on the current housing market needs.
- Review above existing strategies for possible revisions, as applicable.

He discussed the following incentives for the City to consider: reservation of infrastructure capacity, flexible lot configurations and surplus lands inventory. According to Florida Statutes, Sec. 420.9076 (4) (d) "The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons." The City shall improve the efficiency, affordability, availability, and supply of safe and sanitary housing within the City of Ocala, placing emphasis on the needs of very low, low, and moderate-income families and those of the elderly by seeking, applying for, and administering grant funds.

2021 Recommendations:

- Readily make available a current inventory listing of City owned properties available for producing affordable housing units.
- Partner with local realtors to identify privately owned lots that may be available for producing affordable housing units.

According to Florida Statues 420.9076(4)(g) (2006) "The allowance of flexible lot configurations, including zero-lot line configurations for affordable housing." The City shall review lot size and land use requirements to encourage mixed use development that meets the needs and character of the individual neighborhoods.

2021 Recommendations:

- Allow home size flexibility on smaller lots in Residential zones by using alternate development standards for affordable/work force housing, where water and sewer

infrastructure are available to allow for smaller homes.

- On a case-by-case basis allow zero lot line exemptions.
- Produce a specific affordable housing zoning code.
- Allow quadraplexes to have duplex set back requirements.

Florida Statutes 420.9076(4)(j) (2006) "Prepare a printed inventory of locally owned public lands suitable for affordable housing. Determine a method for selling or donating this land for affordable housing development." There is currently not an incentive strategy to address surplus inventory. The City has a surplus inventory list available and there are current policies and procedures that support the disposition of surplus property for use for affordable housing development.

2021 Recommendations:

- Continue utilizing Surplus Property for the purpose of producing affordable housing units
- Develop a formal process for how surplus property that is deemed affordable is distributed.
- Review existing strategies on determination of surplus property for affordable housing.
- Update the surplus land inventory more frequently than the 3 years that is the current practice.

The City received $400,000 in Ship Funds and recommendations will be reviewed on a yearly basis. The Committee will meet monthly to enact the presented incentives.

5. Public Comments

Bishop David Stockton, 44 Emerald Road, Ocala, FL 34472, read into record a letter to Mayor Guinn to cease attacks on the Muslim community

Bishop David Stockton, 44 Emerald Road, Ocala, FL 34472, read into record a letter to Mayor Guinn to cease attacks on the Muslim community. The mission of the National Association of the Advancement of Colored People is to achieve equality, eliminate racism and eliminate racial discrimination. He noted the people have the right to religious freedom in America. He encouraged the Mayor to lead by example.

Whitfield Jenkins, 2200 NW 24th Road, Ocala, FL, expressed his support regarding the letter from NAACP to Mayor Guinn

Whitfield Jenkins, 2200 NW 24th Road, Ocala, FL, expressed his support regarding the letter from NAACP to Mayor Guinn. He noted the City Mayor position is very important and oversees the Police Department. He discussed a situation that took place when Mayor Guinn was a Council Member and refused to vote for Samuel Williams. Furthermore, he supports the NAACP and the members speaking tonight.

Dr. Barbara Brooks, 1636 SW 33rd Avenue, Ocala, FL 34474, expressed disappointment regarding Mayor Guinn's actions

Dr. Barbara Brooks, 1636 SW 33rd Avenue, Ocala, FL 34474, expressed disappointment regarding Mayor Guinn's actions. She discussed several incidents where Mayor Guinn refused a gift from the City of Ramallah, as well as insinuated Dr. Fakhoury is a terrorist. She requested the Mayor not use hate speech and treat the public with respect.

Barbara Fitos, 926 SE 12th Street, read into the record a letter hand delivered to Mayor Guinn regarding his comments during the Menorah Lighting on the Square

Barbara Fitos, 926 SE 12th Street, read into the record a letter hand delivered to Mayor Guinn regarding his comments during the Menorah Lighting on the Square. She discussed how the Mayor made inappropriate hate speech comments during the event and disrespected the City of Ocala. To note, the letter was distributed to print/media representatives.

6. Public Hearings

President Bethea opened the Public Hearing at 5:38 p.m.

The City Clerk filed proof of publication for Ordinances 2022-9 – 2022-14 (Legal Ad 6619537 - 12/10/21) and Annexation Ordinance 2022-8 and 2022-12 (Legal Ad 6619537 - 12/10/21 & 12/17/21). The City Clerk read the ordinance titles into the record.

a. Adopted Ordinance 2022-8 to annex approximately 71.58 acres located at 700 NW 38th Avenue and 3999 NW 3rd Street (Parcels #22844-002-00 AND 22844-002-03) (Case ANX21-44527)

Presentation by Tye Chighizola

Introduced by Council Member, James Hilty Sr. December 7, 2021

Growth Management Director Tye Chighizola commented the request is an annexation for 700 NW 38th Avenue and 3999 NW 3rd Street. The property is 71.58 acres and is in an area proposed for a larger industrial/warehouse development. To note, item 6b is for the land use and staff recommends approval.

Fred Roberts, 40 SE 11th Avenue, Ocala, FL, stated he is representing the applicant and is available to answer any questions.

Mayor Guinn asked how the annexation will help the City move the traffic to the east and west. Mr. Chighizola responded the property will have access to 44th Avenue. The City is working on connecting 44th Avenue from State Road 200. The City will be presenting concurrency development ordinances at the next City Council meeting. The goal is to make 44th Avenue a major connection between the industrial developments and state roads.

Mr. Roberts commented annexation will be part of a 250-acre consolidated development. The intent is for the main park entrance to be located on 44th Avenue.

Mayor Guinn requested clarification on the traffic distribution. Mr. Roberts responded traffic will be distributed between 40th and 27th.

There being no further discussion the motion carried by roll call vote.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James P. Hilty Sr., President Pro-Tem
SECONDER:	Jay A. Musleh, Council Member
AYES:	Hilty Sr., Dreyer, Mansfield, Musleh, Bethea Sr.

b. Approved transmittal to the Florida Department of Economic Opportunity a future land use map amendment from Employment Center and Commercial (Marion County) designations to Employment Center (City) designation for property located at 700 NW 38th Avenue and 3999 NW Third Street (Parcels #22844-002-00 and 22844-002-03), approximately 71.58 acres (Case LUC21-44528).

Presentation by Tye Chighizola

Growth Management Director Tye Chighizola commented the request is a transmittal for a land use amendment. The request will come back next month, and the City will evaluate zoning. To note, the request is a land use change from Employment Center to Industrial zoning.

There being no further discussion the motion carried by roll call vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jay A. Musleh, Council Member
SECONDER:	James P. Hilty Sr., President Pro-Tem
AYES:	Hilty Sr., Dreyer, Mansfield, Musleh, Bethea Sr.

c. Adopted Ordinance 2022-12 for a zoning change from B-2, Community Business, M-1, Light Industrial, OP, Office Park to PD, Planned Development, for UF Health Shands for approximately 28.20 acres generally located at 3751 NW Blitchton Rd and the 2000 - 3000 block of NW 35th Avenue Road (Case PD21-44384) (Quasi-Judicial)

Presentation by Tye Chighizola

Introduced by Council Member, Jay A. Musleh December 7, 2021

Growth Management Director Tye Chighizola commented items 6c and 6d are related. The request is a zoning change to PD (Planned Development), for UF Health Shands. He noted staff recommends approval.

Doug Kelley, 1525 International Parkway, Lake Mary, FL, stated he is with ETM Engineering & Planning and they are representing UF Health Shands. He thanked the City for processing their application and they support staff's recommendation.

There being no further discussion the motion carried by roll call vote.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jay A. Musleh, Council Member
SECONDER:	Kristen M. Dreyer, Council Member
AYES:	Hilty Sr., Dreyer, Mansfield, Musleh, Bethea Sr.

d. Adopted Resolution 2022-13 for a Planned Development for UF Health Shands for approximately 28.20 acres generally located at 3751 NW Blitchton Rd and the 2000 - 3000 block of NW 35th Avenue Road (Case PD21-44384)

Presentation by Tye Chighizola

Growth Management Director Tye Chighizola commented the request is the guidelines for the PD (Planned Development) and staff recommends approval. He noted the applicant did a great job developing a master plan campus for the facility.

Doug Kelley, 1525 International Parkway, Lake Mary, FL, stated he is available to answer any questions and they support staff's recommendation.

Council Member Musleh stated he supports staff's recommendation and the planning is outstanding.

There being no further discussion the motion carried by roll call vote.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James P. Hilty Sr., President Pro-Tem
SECONDER:	Kristen M. Dreyer, Council Member
AYES:	Hilty Sr., Dreyer, Mansfield, Musleh, Bethea Sr.

e. Adopted Resolution 2022-14 for an amendment to the Crystal Park Apartments Planned Development for approximately 13.1 acres located on the west side of NW 27th Avenue in the 1400 block (Case PD20-0008)

Presentation by Tye Chighizola

Growth Management Director Tye Chighizola commented the development was presented to Council several years ago. The application is following the old guidelines for approval and the request is being presented today for final approval. The property owner is proposing a 130-unit apartment complex called "Crystal Park Apartments", located on the west side of NW 27th Avenue in the 1400 block. The development will consist of workforce housing and affordable housing opportunities. He noted staff recommends approval.

Fred Roberts, 40 SE 11th Avenue, Ocala, FL, stated they evaluated the project several years ago and very little has changed. He noted the area is in great need of the proposed project. Furthermore, a traffic study was performed, and they are completing traffic improvements. The applicant would like to request approval for the inclusion of a bus pull-off for school buses and transit buses.

There being no further discussion the motion carried by roll call vote.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Barry Mansfield, Council Member
SECONDER:	Kristen M. Dreyer, Council Member
AYES:	Hilty Sr., Dreyer, Mansfield, Musleh, Bethea Sr.

f. Opened a Public Hearing for a Chapter 163 Concurrency Development Agreement for approximately 23.51 acres of property located at 2550 SE 24th Street (Parcel # 29850-000-27) (CDA21-44540). This is the first of two public hearings. The second and final public hearing will be held on January 4, 2022.

Presentation by Tye Chighizola

Council President Bethea opened the public hearing at 5:55 p.m.

Growth Management Director Tye Chighizola commented the City created a policy for the Albright parcel. The amendment changed the use limitation from the development of 180 single-family dwelling units to allow 320 multi-family units or a mix of residential types such that the traffic impacts shall not exceed that of 180 single family dwellings. The agreement also includes right-of-way donations. Ownership of SE 24th Street was recently transferred from Marion County to the City of Ocala. The City is not obligated to assume maintenance and control of the road until such time as the road is constructed to City standards. Furthermore, the agreement establishes the proportionate share payment ($27,500) to be made by the developer to the City to mitigate the impact on public transportation facilities generated by the proposed development of the property.

Michael Lay, 2309 SW 15th Circle, Ocala, FL 34471, stated he lives adjacent to the property. He expressed concern the proposed development will increase traffic on Maricamp. He requested the City remedy the traffic issues on Maricamp.

Council Member Hilty commented staff should review the traffic in the area. He asked if access will only be in and out of 24th. Mr. Chighizola responded access will be located on 24th only at present. He explained there are multiple properties creating traffic issues. To note, the City has an agreement with Fluid Routing Services to consider new road access when the company redevelops the land; however, there are no timeframe limitations.

Council Member Hilty asked if future projects will have access issues to 25th. Mr. Chighizola

responded yes, if 25th continued all the way down to the property it will resolve the traffic issues. The second public hearing is scheduled on January 4, 2021.

Council President Bethea closed the public hearing at 6:01 p.m.

7. Second and Final Reading of Ordinances

(All are Public Hearings)

a. Adopted Ordinance 2022-6 to approve proposed changes to the Comprehensive Plan to add a Property Rights Element as required per section 163.3177(6)(i) of Florida Statutes (Case CPTA21-0001).

Presentation by Tye Chighizola

Introduced by Council Member, James Hilty Sr. December 7, 2021

Growth Management Director Tye Chighizola commented the ordinance is a new State requirement for House Bill 59, which became law June 29, 2021 and went into effect July 1, 2021. This bill added a requirement that municipalities include a Property Rights Element in their Comprehensive Plan and provides template language for the Property Rights Element. The ordinance addresses the following: possessing property, maintaining/developing property, protecting property and disposal. He noted staff recommends approval.

There being no further discussion the motion carried by roll call vote.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James P. Hilty Sr., President Pro-Tem
SECONDER:	Jay A. Musleh, Council Member
AYES:	Hilty Sr., Dreyer, Mansfield, Musleh, Bethea Sr.

b. Adopted Ordinance 2022-7 amending the existing lots of record language in Section 122-249 concerning replacing a single-family dwelling unit with a new single-family dwelling unit (Case COD21-44544)

Presentation by Tye Chighizola

Introduced by Council Member, Jay A. Musleh December 7, 2021

Growth Management Director Tye Chighizola commented the ordinance proposes an amendment to the existing lots of record provisions. The code amendment will allow smaller lots within the City that do not meet current zoning requirements to be redeveloped. He noted staff recommends approval.

Council President Bethea asked if a single-family dwelling can be re-built on a property, and would it have to be similar in size. Mr. Chighizola responded yes, regardless of the lot size if there was a house there, you could put a house back there. He also noted that the size of a new

dwelling could be larger or smaller than the original, but would be restricted to an extent due to the size of the lot.,.

Council Member Dreyer asked to how many lots the ordinance applies. Mr. Chighizola responded there are currently 10 to 15 lots currently owned by the City, and possibly future development. He discussed previous language changes to the ordinance and increasing affordable housing stock.

Council Member Mansfield asked if the ordinance will meet the setback requirements. Mr. Chighizola responded yes, that is correct.

City Attorney Batsel commented the applicant can request a variance for setback requirements for buildable lots.

There being no further discussion the motion carried by roll call vote.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jay A. Musleh, Council Member
SECONDER:	Kristen M. Dreyer, Council Member
AYES:	Hilty Sr., Dreyer, Mansfield, Musleh, Bethea Sr.

c. Adopted Ordinance 2022-9 to annex approximately 23.24 acres located south of US-27/Blitchton Road, on the east side of NW 44th Avenue (Parcel #21658-002-00) (Case ANX21-44451)

Presentation by Tye Chighizola

Introduced by Council Member, Barry Mansfield December 7, 2021

Growth Management Director Tye Chighizola commented items 7c, 7e and 7d are related. The applicant is proposing to develop a rental community with a 120-unit single-family home style layout. The property is located south of US-27/Blitchton Road, on the east side of NW 44th Avenue. The property has an easement to US-27 and will have future access to 44th Avenue. He noted staff recommends approval.

There being no further discussion the motion carried by roll call vote.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Barry Mansfield, Council Member
SECONDER:	James P. Hilty Sr., President Pro-Tem
AYES:	Hilty Sr., Dreyer, Mansfield, Musleh, Bethea Sr.

d. Adopted Ordinance 2022-10 for a change in land use from Commercial (County) to Low Intensity (City) for property located south of US-27/Blitchton Road, on the east side of NW 44th Avenue, approximately 23.24 acres (Parcel #21658-002-00) (Case LUC21-44450) (Quasi-Judicial)

Presentation by Tye Chighizola

Introduced by Council Member, James Hilty Sr. December 7, 2021

Growth Management Director Tye Chighizola commented the request is a change in land use from Commercial (County) to Low Intensity (City) for property located south of US-27/Blitchton Road, on the east side of NW 44th Avenue. The allowable density for Low Intensity is 18 units per acre, which would allow a maximum of 418 units. He noted staff recommends approval.

There being no further discussion the motion carried by roll call vote.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James P. Hilty Sr., President Pro-Tem
SECONDER:	Kristen M. Dreyer, Council Member
AYES:	Hilty Sr., Dreyer, Mansfield, Musleh, Bethea Sr.

e. Adopted Ordinance 2022-11 for a zoning change from B-2, Community Business (County) and M-2, Medium Industrial to R-3, Multi-Family Residential for property located south of US-27/Blitchton Road, on the east side of NW 44th Avenue, approximately 23.24 acres (Parcel #21658-002-00) (Case ZON21-44449) (Quasi-Judicial)

Presentation by Tye Chighizola

Introduced by Council Member, Barry Mansfield December 7, 2021

Growth Management Director Tye Chighizola commented the requested R-3 (Multi-Family Residential) zoning is consistent with the Future Land Use Designation of Low Intensity and with the Comprehensive Plan. To note, the adjacent property owner who owns the apartments had an issue with US-27 easement, which is a civil matter between the two property owners. The easement issues will be evaluated during the site plan process and staff recommends approval.

There being no further discussion the motion carried by roll call vote.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Barry Mansfield, Council Member
SECONDER:	James P. Hilty Sr., President Pro-Tem
AYES:	Hilty Sr., Dreyer, Mansfield, Musleh, Bethea Sr.

8. General Business

a. Approved agreement with MIE, Inc for City of Ocala Employee Health Center remodel and expansion in the amount of $264,482

Presentation by John King

Council Member Dreyer thanked Director of Facilities & Fleet Management John King for answering her questions. She expressed concern regarding the low bid submitted by the contractor. She noted three Ocala-based contractors lost out on the opportunity. Furthermore, she supports the proposed project, but not the chosen contractor.

Jeremy Dunn, 830 NE 12th Avenue, Ocala, FL 34470, spoke in support of Council Member Dreyer's comments regarding the low bid submitted by the contractor. He questioned why the City did not choose a local contractor.

City Attorney Batsel commented the Local Vendor Preference Ordinance reduces the risk of the City overpaying for services to benefit a local vendor. To note, the ordinance threshold is 5% and Council can modify the ordinance.

Council Member Mansfield requested clarification regarding unqualified low bids. City Attorney Batsel responded the bid must meet two categories: responsive and responsible.

Contracting Officer Tiffany Kimball commented unbalanced low bids are rejected. The project presented is considered a bonded job, which means the vendor must perform within the scope of the plans or the surety will ensure the project is completed.

Council Member Dreyer questioned Ms. Kimball's authority regarding bids. Ms. Kimball responded it is her job to verify accuracy of the bids received by the City. She explained City departments provide estimates to verify the bid amount received. Furthermore, she supports the fully bonded company as the chosen vendor for the project and they have successfully completed federally contracted work in the past.

Council Member Dreyer asked how the designations guarantee the tax payers get quality construction. Ms. Kimball responded the applicants are highly qualified to perform the construction and their designations are considered an addition. To note, the bid was considered an ITB, which is considered an invitation to submit a bid only and vendors must meet the qualifications to participate in the biding process.

Council Member Dreyer stated she respectfully disagrees the chosen vendor is qualified.

There being no further discussion the motion carried by roll call vote.

RESULT:	**APPROVED [3 TO 2]**
MOVER:	Jay A. Musleh, Council Member
SECONDER:	Barry Mansfield, Council Member
AYES:	Hilty Sr., Musleh, Bethea Sr.
NAYS:	Dreyer, Mansfield

b. Approved fire hydrant and valve installation, repair, and maintenance services with R & M Service Solutions LLC., utilizing a Seminole County contract with an estimated annual expenditure of $100,000

Presentation by Sean Lanier

Council Member Dreyer thanked the City Engineer & Director of Water Resources Sean Lanier for answering her questions.

There being no further discussion the motion carried by roll call vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	James P. Hilty Sr., President Pro-Tem
SECONDER:	Barry Mansfield, Council Member
AYES:	Hilty Sr., Dreyer, Mansfield, Musleh, Bethea Sr.

c. Adopted Resolution 2022-15 approving a Florida Department of Transportation Locally Funded Agreement for mast arm and signal upgrade intersection improvements at East State Road 40 and State Road 492 with a lump sum city contribution of $104,731

Presentation by Sean Lanier

There being no discussion the motion carried by roll call vote.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jay A. Musleh, Council Member
SECONDER:	Kristen M. Dreyer, Council Member
AYES:	Hilty Sr., Dreyer, Mansfield, Musleh, Bethea Sr.

d. Approved piggyback contract with SGS Contracting Services, Inc. for emergency repairs at Water Treatment Plant #1 in the amount of $1,141,087

Presentation by Sean Lanier

Council Member Mansfield questioned if there were other contractors or was this an emergency job. City Engineer & Director of Water Resources Sean Lanier explained the repair was budgeted for year 2021. The Water Treatment Plant was deteriorating, and the City hired a consultant to perform a cost evaluation for emergency repairs. The initial estimate was $1.67

million. The City performed immediate repairs on basin 1 to perform preventative maintenance on basin 2. He noted they are procuring a specialized service.

There being no further discussion the motion carried by roll call vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	James P. Hilty Sr., President Pro-Tem
SECONDER:	Kristen M. Dreyer, Council Member
AYES:	Hilty Sr., Dreyer, Mansfield, Musleh, Bethea Sr.

e. Adopted Budget Resolution 2022-116 amending the Fiscal Year 2021-2022 budget to appropriate funds for the City's State Housing Initiatives Partnership Program (SHIP) in the amount of $274,524

Presentation by Tammi Haslam

There being no discussion the motion carried by roll call vote.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kristen M. Dreyer, Council Member
SECONDER:	Jay A. Musleh, Council Member
AYES:	Hilty Sr., Dreyer, Mansfield, Musleh, Bethea Sr.

f. Approved three-year contract for fence installation and repairs around stormwater drainage retention areas (DRAs) using Charles White Fence, Inc. with an estimated expenditure of $150,000

Presentation by Darren Park

There being no discussion the motion carried by roll call vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	James P. Hilty Sr., President Pro-Tem
SECONDER:	Kristen M. Dreyer, Council Member
AYES:	Hilty Sr., Dreyer, Mansfield, Musleh, Bethea Sr.

g. Approved extension of agreement and price adjustment for solid waste disposal services with GFL Solid Waste Southeast LLC. with an estimated expenditure of $6,099,000

Presentation by Darren Park

Council Member Dreyer questioned why the contract is being revised. Director of Public Works Darren Park responded GFL Solid Waste Southeast LLC contacted the City because their expenses have increased. In the current contract, valid through September 30, 2023, the disposal cost per ton is $42. The proposed agreement would increase the cost per ton to $45 and extend the agreement through September 30, 2025, an additional two years. The proposed rate of $45 per ton is less than it was in 2012 when it was $45.51 per ton.

Council Member Dreyer stated she disagrees and believes the current contract is a better deal for the City. Mr. Park responded they anticipate the vendor will not be willing to renew at the end of the 2-year contract. The vendor has increased their rates for two of their commercial clients.

Council Member Mansfield questioned if there are local vendors the City can utilize. Mr. Park responded no, there are no local vendors for commercial customers.

Council Member Dreyer questioned why the City would not wait to place an open bid until the end of the 5-year contract. Mr. Park responded they can wait until the end of the 5-year contract, however, the only bidder will be GFL Solid Waste Southeast LLC. Furthermore, if the City must haul the waste, it will increase staff costs.

Council Member Dreyer stated she is in favor of extending the contract for one year, but not changing the rate. She questioned why the vendor wants to increase the rate. Mr. Park responded the rate change is to lock-in disposal costs for an additional 2-years.

Council President Pro Tem Hilty asked if the vendor only collects waste. Mr. Park responded yes, collection of household garbage.

Council President Pro Tem Hilty asked why the City did not initiate a recycling bid. Mr. Park responded the initial bid was for both in 2018, however, the City received only one vendor for recycling and one vendor for garbage. The recycling contract is not due until year 2023 and the contract includes one 5-year renewal option. To note, GFL Solid Waste Southeast LLC does not have the ability to collect recycling.

Council Member Dreyer asked how often contracts are revised prior to renewal. Mr. Park responded occasionally they revise contracts.

Mayor Guinn asked when the contract expires and why the City wants to pursue the extension. Mr. Park responded the contract expires September 20, 2023. The proposed rate is a great deal for the City to secure right away.

Mayor Guinn stated he concurs with Council Member Dreyer.

Council Member Mansfield stated he concurs with Council Member Dreyer.

Council Member Dreyer suggested using Friends Recycling. Growth Management Director Tye Chighizola responded they do not allow transfer stations in the City. To note, Friends Recycling is considered a recycling center. The City previously presented ordinances for a transfer station, which were denied.

Mayor Guinn encouraged new Council Members to visit a transfer station.

Council Member Musleh discussed the importance of Council making a business decision. The prices have increased during the pandemic and the proposed rate is a great deal for the City.

Jerry Lourenco, 9875 SE 58th Avenue, stated he will not comment on the matter until the City drafts a solid waste ordinance. He discussed the issues he has with DEP regarding his facility. Furthermore, he disagrees with staff regarding his facility and noted his facility collects material contaminated with garbage from the City. The facility is permitted through DEP as a waste processing facility, however, the City prohibits them from operating as a Material Recovery Facility (MRF). To note, the proposed $45-ton rate is considered market rate.

Council Member Dreyer asked Mr. Lourenco if he was able to operate as a MRF, would he submit a bid. Mr. Lourenco responded yes, he would submit a bid to the City. He questioned why the City sent him a letter stating he cannot operate as a MRF. He requested the City schedule a workshop to discuss the issue in further detail. To note, Waste Pro is considered a clean MRF. Furthermore, he discussed how he receives contaminated garbage from the City.

Council Member Musleh asked Mr. Lourenco if the City should deny the 2-year contract at a lower rate. Mr. Lourenco responded no.

City Manager Sandra Wilson asked Council if they would like to schedule a workshop.

Council agreed to schedule a workshop.

Mike Lager, 5111 S Pine Avenue, stated he is the General Manager at GFL Solid Waste Southeast LLC. Twice a year their company provides a Hazardous Waste Amnesty Day and Tire Amnesty Day at no charge. He noted they provide tire and light disposal at no cost to the City. The facility is certified as a solid waste processing facility by DEP, which means they can add recycling initiatives. Furthermore, they offer storm services and early access to the City. The proposed rate was negotiated with the City at $45 a ton rate due to increased costs.

Mayor Guinn asked if the City will not find a lower rate than $45 a ton. Mr. Lager responded that is correct. To note, their facility handles the most hazardous waste from the City.

Assistant City Manager Ken Whitehead stated the proposed rate is a great deal for the City. He discussed how class 1 transfer stations are very rare in Marion County. The City has only two options to choose from: GFL Solid Waste Southeast LLC and Baseline Landfill. To note, Baseline Landfill does not open until 7 a.m., which impacts City vehicles that need to dump loads at 5:30 a.m., which is why the City utilizes GFL Solid Waste Southeast LLC. If the City locks in the new proposed rate at $45 a ton, the City has the option to terminate the contract according to Article 29 of the contract.

The City contract with GFL Solid Waste Southeast LLC will expire in year 2025. Furthermore, it takes 2-years to design, permit and construct a solid waste facility. He noted staff recommend approval of the proposed rate.

Council President Pro Tem Hilty asked why Mr. Lourenco's facility does not meet the ordinance requirements. Council President Bethea responded there are issues with the facility. He noted there are 1,200 homes in the surrounding area and development taking place. The people in the community do not want the facility in their neighborhood. Furthermore, allowing the facility to collect garbage will increase the terrible smell in the neighborhood and increase high levels of dangerous methane gas in the community.

City Manager Sandra Wilson asked Council if they would like to request a 30-day extension.

Council Member Dreyer requested clarification regarding the deadline to make a decision. Mr. Whitehead responded he can ask GFL Solid Waste Southeast LLC to give the City two weeks to make a decision, however, they are not obligated too. He recommends the City consider the proposed rate.

Council Member Dreyer requested the City schedule a workshop. She encouraged the City staff to create a solution that benefits everyone.

Council Member Musleh commented the City should schedule a workshop to help Council Members understand the process. He anticipates the rates will increase in the future and supports the proposed rate.

Mr. Whitehead commented the proposed rate for 4-years is a great deal and the City can terminate the contract at any time if they are not satisfied. To note, Mr. Lourenco needs permit approval from the City to operate as a MRF, which is worth scheduling a workshop to discuss.

City Attorney Batsel commented the City approved a recycling center and not a dirty MRF. He noted Council can reconsider the decision.

Growth Management Director Tye Chighizola commented the term recycling center is used as a permitted use and DEP uses MRF levels. To note, a recycling center does not need a DEP permit. Furthermore, Mr. Lourenco is only permitted to operate a C&D landfill, which is the opposite of a solid waste facility.

Council President Bethea requested the City schedule a workshop.

There being no further discussion the motion carried by roll call vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kristen M. Dreyer, Council Member
SECONDER:	Barry Mansfield, Council Member
AYES:	Hilty Sr., Dreyer, Mansfield, Musleh, Bethea Sr.

h. Approved contract with Florida Airfield Maintenance, JV to restripe runway markings for $211,150

Presentation by Matt Grow

There being no discussion the motion carried by roll call vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Barry Mansfield, Council Member
SECONDER:	James P. Hilty Sr., President Pro-Tem
AYES:	Hilty Sr., Dreyer, Mansfield, Musleh, Bethea Sr.

i. Approved the 2020 CDBG Consolidated Annual Performance Evaluation Report (CAPER)

Presentation by James Haynes

There being no discussion the motion carried by roll call vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	James P. Hilty Sr., President Pro-Tem
SECONDER:	Kristen M. Dreyer, Council Member
AYES:	Hilty Sr., Dreyer, Mansfield, Musleh, Bethea Sr.

9. 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 [UNANIMOUS]**
MOVER:	James P. Hilty Sr., President Pro-Tem
SECONDER:	Barry Mansfield, Council Member
AYES:	Hilty Sr., Dreyer, Mansfield, Musleh, Bethea Sr.

a. Approved the purchase of covert cameras, storage, and equipment using federal GSA contracts in the amount of $76,203

Presentation by Michael Balken

b. Adopted Budget Resolution 2022-117 amending the Fiscal Year 2021-2022 budget for the purchase of covert cameras, storage, and equipment in the amount of $26,203

Presentation by Tammi Haslam

c. Approved accepting funds from the Florida Department of Transportation (FDOT) to reimburse expenses relating to the Impaired Driving Program in the amount of $12,000

Presentation by Michael Balken

d. Adopted Budget Resolution 2022-118 amending the Fiscal Year 2021-2022 budget to accept and appropriate funds from the Florida Department of Transportation (FDOT) to reimburse expenses relating to the Impaired Driving Program in the amount of $12,000

Presentation by Tammi Haslam

e. Approved accepting funds from the Florida Department of Transportation (FDOT) to reimburse expenses relating to the Motorcycle Safety Program in the amount of $20,000

Presentation by Michael Balken

f. Adopted Budget Resolution 2022-119 amending the Fiscal Year 2021-2022 budget to accept and appropriate funds from the Florida Department of Transportation (FDOT) to reimburse expenses related to the Motorcycle Safety Program in the amount of $20,000

Presentation by Tammi Haslam

g. Approved renewal of the Honeywell Connexo NetSense electric meter software maintenance for FY22 and subsequent years as long as the software is in use in the amount of $60,719

Presentation by Doug Peebles

h. Approved release of blanket electric easement that encumbers Marion County Parcel #29509-000-27

Presentation by Tracy Taylor

i. Approved release of blanket electric easement that encumbers Marion County Parcel #29509-000-49

Presentation by Tracy Taylor

j. Approved for the College Park Townhomes Conceptual Subdivision Plan located at the northwest corner of SW 34th Avenue Circle and SW 34th Terrace (SUB21-44374)

Presentation by Tye Chighizola

k. Adopted Budget Resolution 2022-120 appropriating funds from the Building Division's Reserve Fund account to include change order # 3 to the GovSense Agreement and for Building related expenses in the amount of $42,474

Presentation by Tammi Haslam

l. Approved subrecipient agreement with Marion Senior Services, Inc. to provide Meals on Wheels services using CDBG-CV3 funds pending final legal review with a total not to exceed $70,000

Presentation by James Haynes

m. Approved Labor Attorney invoices for the month of November 2021 in the amount of $641.55

Presentation by Chris Watt

n. Approved November 2021 city attorney invoices for general city business legal services in the amount of $23,164.75 and for risk management-related legal services in the amount of $12,603.08

Presentation by Robert W. Batsel, Jr.

o. Approved reappointment of John Dozier and Joshua Phillips to the Firefighters' Pension Board of Trustees for two-year terms ending October 4, 2023

Presentation by Angel Jacobs

p. Approved re-appointment of Brian Cretul, Mike Sommer and Lenny Uptagraft to the Ocala Police Officers Retirement System Board of Trustees for new two-year terms ending August 6, 2023

Presentation by Angel Jacobs

q. Approved Regular Meeting City Council Minutes for Tuesday, December 07, 2021

Presentation by Angel Jacobs

10. Consent Agenda Items Held for Discussion

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

11. Introduction and First Reading of Ordinances

(Second and Final Reading - January 4, 2022)

a. Introduced Ordinance 2022-13 for a zoning change to R-3, Multi-Family Residential, for approximately 23.51 acres of property located at 2550 SE 24th Street (Parcel # 29850-000-27) (Case ZON21-44541) (Quasi-Judicial)

Introduced by Council Member, Jay A. Musleh

RESULT:	**INTRODUCED**	**Next: 1/4/2022 5:00 PM**

12. Internal Auditor's Report - None

13. City Manager's Report

CRA meeting scheduled January 18, 2022, at 4:45 p.m.

Council Membership Appointments to Non-City Boards

City Manager Sandra Wilson discussed the Council Membership Appointments.

Council Boards
Browns Field Advisory Board - Council Member Musleh
Continuum of Care Board - Council President Bethea
FMPA - Council President Pro Tem Hilty
Insurance Review Committee - Council President Bethea
Investment Committee - Council Member Musleh
Tourist Development Council - Council Member Mansfield
Utility Advisory Board - Council Member Dreyer
Ocala Vision 2035 Leadership Group - Council Member Mansfield
REACH - Council President Bethea
TPO - Council Member Musleh (alternate)
Transportation Disadvantage Local Coordinating Board - Council President Pro Tem Hilty
Ft. King Heritage Foundation - Council Member Musleh
ZERO Safety Action Plan Committee - Council President Bethea
Public School Facility Public Workgroup Marion County - Council Member Dreyer

Redistricting (Council)
Council Representative - Council Member Mansfield
AHAC Resolution - Council Member Dreyer

14. Police and Fire Department Report

Police Chief Mike Balken – Public Safety Opioid Response Efforts

Police Chief Balken discussed the public safety Opioid response efforts for December 6, 2021 to December 19, 2021. The Police Departments Opioid response efforts have decreased by 13%, overdose deaths remain neutral, Narcan leave behind decreased by 15% and Amnesty participation decreased by 28%.

Council Member Mansfield asked how the Police Department manages population growth. Furthermore, he asked what happened to the Police Departments mounted unit. Police Chief Balken responded the mounted unit was disbanded in 2004. Furthermore, financial support is needed to maintain that type of unit due to the expensive maintenance costs. Currently, the Police Department is working on expanding their footprint. He discussed rezoning a property behind the Police Department to house the mounted unit. He will present a presentation on the mounting unit in the upcoming budget meeting.

Council Member Mansfield encouraged the Police Department to do community outreach with the mounted unit to raise funds. Police Chief Balken responded they plan on establishing sponsorship for food supplies and vet bills. He recommends the horses be housed at the Police Department for safety, security and accessibility.

Police Chief Balken commented the Police Department is not involved in growth management. However, they meet with the Growth Management Department and CEP to forecast growth. To note, in the upcoming budget they will be requesting 25 new Police Officer positions to maintain a 60% control time.

Council President Pro Tem Hilty asked how the Belleview Police Officer salary of $43,000 compares to Ocala's Police Officer salary. Police Chief Balken responded the Ocala Police Department is the highest paying agency in the county at $45,900 annually.

Council President Bethea commented citizens are very apprehensive about being a Police Officer in today's world. Furthermore, he congratulated the Police Department on their new young recruits. Police Chief Balken responded they are working hard on becoming a fully staffed Police Department. He noted the Police Officer recruits go through a long training program before they become Police Officers.

Police Chief Balken expressed condolences for Council President Bethea's daughter a previous victim advocate for the Police Department that recently passed away.

Fire Chief Clint Welborn – Public Safety Opioid Response Efforts & Community Paramedicine

Fire Chief Welborn discussed the public safety Opioid response efforts and community paramedicine program. The overdose response efforts decreased by 2%, overdose deaths decreased by 59% and Narcan leave behind decreased by 67%. For the month of December, 322 people have enrolled in the Opioid Recovery Project and they had a total of 124 community paramedicine graduates. The Narcan leave behind for the OD2A Program amounts to 74 participants and trained 22 individuals to administer Narcan.

Council Member Mansfield asked how the Fire Department manages population growth. Fire Chief Welborn responded the Prevention Division works with the Growth Management Department to help manage population growth for the Fire Department. The Growth Management Department oversees all permit requests for the City and meets with the developers. To note, the Fire Department hosts weekly meetings to discuss the needs of the Fire Department, which has increased with the rapid population growth.

15. Mayor's Report

Mayor Guinn commented on an event at The Centers

Mayor Guinn shared his experience attending the event at The Centers and shirts fundraiser. The shirts will be available during the MLK celebration.

Mayor Guinn commented on gift wrapping at the Boys & Girls Club

Mayor Guinn shared his experience gift wrapping at the Boys & Girls Club. Furthermore, he will be purchasing a bike for one of the youth members.

Mayor Guinn commented on a shooting incident

Mayor Guinn commented a former employee shoot someone who was attacking his son's friend and the state attorney determined it was a stand your ground incident. However, their house was burned down due to the court outcome, and they are working with local contractors to rebuild the home for the family during the holidays.

Mayor Guinn discussed the Youth Opportunities Program

Mayor Guinn commented he will be delivering 49 engraved bottles to the Youth Opportunities Program.

16. City Attorney's Report

a. Approved the two (2) Florida Subdivision Participation Agreements

Presentation by Robert W. Batsel, Jr.

City Attorney Batsel reported the City is participating in the opioid litigation, which is being handled by a Federal Court in Ohio. He requested Council approve two participation agreements for two settlements. The two settlements: big distributors and the National Jansen Settlement. The participation agreements are contingent upon 95% of the City and county participation. The goal is to discuss how the proceeds will be distributed to address behavioral health, mental health and the opioid crisis.

There being no further discussion the motion carried by roll call vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jay A. Musleh, Council Member
SECONDER:	James P. Hilty Sr., President Pro-Tem
AYES:	Hilty Sr., Dreyer, Mansfield, Musleh, Bethea Sr.

b. Approved Amended and Restated City Attorney Agreement

Presentation by Robert W. Batsel, Jr.

City Attorney Batsel reported there will be no changes when the contract terminates on October 31, 2022. Effective January 1, 2022, they will be departing the law firm of Gilligan, Gooding, Batsel, Anderson & Phelan, P.A. and forming the law firm of Gooding & Batsel, PLLC. The change will help remedy client conflicts of interest when representing the City. To note, they will continue representation of the City without interruption and to continue to serve the functions and departments that they have individually and collectively served. The enclosed amended and Restated City Attorney Agreement provides for such representation by both firms.

Council President Pro Tem Hilty commented the conflict of interest clause will remedy client conflicts. He questioned why clients did not read the contract before signing the agreement. He noted the matter was not handled properly. Furthermore, he anticipates working under one law firm will create more conflicts. City Attorney Batsel responded the clause summarizes what the law firm has been doing since 1992. From a City perspective, private clients will be informed

the Attorneys represent the City and they can waive the conflict of interest. To note, the language in the contract codifies the current process from a code of ethics standpoint.

Council President Pro Tem Hilty expressed concern regarding clients who signed the contract without knowledge of the amendment. City Attorney Batsel responded county staff confirmed the City handled the process appropriately with the conflict clause. He shared a process example with Council.

Council President Pro Tem Hilty questioned how the City Attorney's Office will operate under two firms. City Attorney Batsel responded the existing firm will continue in existence and the City must choose one firm. If the City enters into the proposed amendment, the City will receive services provided by two firms.

Council Member Mansfield requested clarification on the two firms. City Attorney Batsel responded they will not seek renewal of the contract on October 31, 2022.

Council Member Musleh suggested Council schedule a workshop.

City Attorney Batsel stated he is willing to participate in the workshop.

Council President Pro Tem Hilty requested clarification on a 2009 email seeking a staff attorney. City Manager Sandra Wilson responded the previous City Manager created a staff task force to evaluate in-house legal services and external legal services. To note, the City does have several in-house attorneys.

Council President Pro Tem Hilty suggested Council revisit the staff task force. Ms. Wilson responded she has started performing preliminary work.

City Attorney Batsel noted the county has five attorneys on board.

Council President Pro Tem Hilty suggested Council evaluate the costs associated with in-house legal services and external legal services.

Council Member Musleh suggested Council look at the situation from an efficiency standpoint, which will save the City money.

Ms. Wilson commented preliminary research shows it will cost more to establish in-house legal services.

Mayor Guinn suggested Council chose someone with a vast knowledge of the City operations.

Council President Bethea asked if a workshop is needed. Ms. Wilson responded she will send Council her preliminary research.

There being no further discussion the motion carried by roll call vote.

RESULT:	**APPROVED [3 TO 2]**
MOVER:	Jay A. Musleh, Council Member
SECONDER:	Kristen M. Dreyer, Council Member
AYES:	Dreyer, Musleh, Bethea Sr.
NAYS:	Hilty Sr., Mansfield

City Attorney Batsel commented on Carlton Arms settlement offer

City Attorney Batsel reported the Carlton Arms attorney contacted the City to resolve the change. He will let the attorney know City Council is not inclined to accept a settlement offer or the specific proposal. The City will proceed with bond validation in 45-days.

Assistant City Manager Peter Lee commented on NW 44th Ave Drainage Retention Area design negotiations with R&L Carriers

Assistant City Manager Peter Lee reported they are in the process of designing NW 44th Avenue. The City presented a plan to design the roadway several years ago, however, a drainage detention area was not included with the plan. The drainage that was planned for the roadway was located on private property. The City plans on establishing the drainage retention area in a DRA, which is maintained by the City. Furthermore, the City is working on drafting a contract.

City Attorney Batsel stated he was recently made aware of the plan. Council can choose to have him negotiate the contract on behalf of the City or hire outside counsel.

Council Member Musleh asked if he will be drafting the contract. City Attorney Batsel responded he will create the draft agreement with the staff's terms.

Mr. Lee noted the City Attorneys have not been involved in the past discussions regarding the design of NW 44th Avenue.

Council agreed they have no concerns.

City Attorney Batsel stated he will be available to address any concerns from Council.

17. Informational Items

a. Calendaring Items

b. Comments by Mayor

Mayor Guinn wished everyone a Merry Christmas and happy New Year

c. Comments by Council Members

Council Member Mansfield wished everyone a Merry Christmas

Council Member Dreyer requested the City present a vacancy report

Council President Pro Tem Hilty wished everyone a Merry Christmas

Council Member Musleh wished everyone a Merry Christmas

Council President Bethea wished everyone a happy holiday

Council President Bethea commented on a request from All Voting is Local regarding early voting

City Clerk Angel Jacobs discussed a request received from Mr. Ricardo regarding bringing back early voting. She asked Council if they would like to add the item to the workshop. To note, the request will require an adoption of an ordinance and the City previously opted out in 2005.

Council President Bethea requested the item be added to the workshop and invite Mr. Wilcox. He noted Mr. Wilcox expressed concern regarding early voting.

d. Informational

1. Executed Contracts Under $50,000

18. Adjournment

Adjourned at 8:14 p.m.

Minutes

Ire J. Bethea Sr.
Council President

Angel B. Jacobs
City Clerk

Legislation Text

File #: 2022-0116, **Version:** 1

Submitted By: Angel Jacobs

Presentation By: Angel Jacobs

Department: City Clerk

STAFF RECOMMENDATION (Motion Ready):
Approve Regular Meeting City Council Minutes for Tuesday, January 4, 2022

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

Ocala City Council Minutes

Tuesday, January 4, 2022

Regular Meeting

110 SE Watula Avenue
Ocala, FL 34471
www.ocalafl.org

Angel B. Jacobs
(352) 629-8266

1. Call to Order

The Ocala City Council held a meeting at the Ocala City Hall on Tuesday, January 4, 2022 at 5:00 PM.

a. Opening Ceremony

1. Invocation - Chaplain Sydney Hart

2. Pledge of Allegiance

b. Welcome and Roll Call

Attendee Name	Title	Status	Arrived
Reuben Kent Guinn	Mayor	Present	
James P. Hilty Sr.	President Pro-Tem	Present	
Kristen M. Dreyer	Council Member	Present	
Barry Mansfield	Council Member	Present	
Jay A. Musleh	Council Member	Present	
Ire J. Bethea Sr.	Council President	Present	

Municipal Officers/Others Present: The meeting was also attended by City Manager Sandra Wilson, Assistant City Attorney Patrick Gilligan, Assistant City Manager Bill Kauffman, Assistant City Manager Ken Whitehead, Assistant City Manager Pete Lee, City Clerk Angel Jacobs, Deputy City Clerk Pamela Omichinski, Fire Chief Clint Welborn, Police Chief Michael Balken, Internal Auditor Randall Bridgeman, Growth Management Director Tye Chighizola, Marketing & Communication Manager Ashley Dobbs, Urban Design Coordinator Aubrey Hale, Budget Director Tammi Haslam, City Engineer & Director of Water Resources Sean Lanier, Director of Public Works Darren Park, Director of Telecommunications Mel Poole, Director of Parks & Recreation Preston Pooser, Strategic & Legislative Affairs Adm Jeannine Robbins, Director of Finance Emory Roberts, Director of HR/Risk Management Chris Watt, Cultural Arts & Sciences Division Head Laura Walker, Interim Director of Electric Utility Doug Peebles, IT Network Security Officer Christopher Ramos, Ocala Police Dept Representative, IT Representative, The Press and other interested parties.

2. Public Notice

Public Notice for the January 4, 2022 City Council Regular Meeting was posted on December 21, 2021

3. Proclamations & Awards

a. Proclamation - Florida Arbor Day/Peggy S. Cash Day

Mayor Guinn presented a proclamation for Florida Arbor Day and Peggy S. Cash. He discussed how Arbor Day helps preserve the trees in the community. The City will be planting a red maple tree to honor City employee Peggy S. Cash who passed away on March 12, 2021. The City proclaims January 21, 2022, as Florida Arbor Day and Peggy S. Cash Day.

Mr. Cash stated his wife loved her career with the City. He thanked the City for honoring his wife with a proclamation.

Growth Management Director Tye Chighizola commented the dedication ceremony will be held at Citizen Circle, on January 21, 2022, at 3 p.m.

b. Dr. Martin Luther King Jr. Day

Mayor Guinn presented a proclamation for Dr. Martin Luther King Jr. Day. He discussed how Dr. Martin Luther King Jr. was a leader in the Civil Rights movement and inspired generations. The City proclaims January 17, 2022, as Dr. Martin Luther King Jr. Day.

Dwan Thomas thanked the City and Council President Bethea for supporting the community. He noted Youth Day is scheduled on January 15, 2022, at Howard Academy and the Park event is scheduled on January 17, 2022. He encouraged the public to participate in the festivities to celebrate Dr. Martin Luther King Jr.

4. Presentations

5. Public Comments

6. Public Hearings

a. Tabled to February 1, 2022 Council Meeting a Chapter 163 Concurrency Development Agreement for approximately 23.51 acres of property located at 2550 SE 24th Street (Parcel # 29850-000-27) (CDA21-44540). This is the second of two public hearings. The first public hearing was held on December 21, 2021.

Presentation by Aubrey Hale

Growth Management Director Tye Chighizola commented there was an amendment to the Chapter 163 Concurrency Development Agreement and City staff has not had a chance to review the amendment. He noted the change is not substantial and the City Attorneys have reviewed the proposed amendment.

Assistant City Attorney Gilligan agreed the changes are not substantial.

Mr. Chighizola commented the attorney representing the HOA property owner emailed the City requesting the new amendment language. The City is unable to send the new amendment language at this time.

Council President Bethea asked Council if they would like to postpone discussion on the item until the next meeting.

Council agreed to postpone discussion until the next meeting.

Chris Roper, 420 S. Orange Avenue, stated he is an attorney with Akerman LLP representing the applicant. He noted legal documents were sent to the City in November, which were never incorporated into the agenda packet. He asked Council if they would like him to discuss the changes and present a presentation.

Council agreed to the presentation.

Mr. Roper commented they have been working with the City to execute the project for over a year. The City issued a staff report recommending approval and they concur with staff's recommendation. The goal is to receive zoning approval and a developer agreement, to implement the Comprehensive Plan Amendment approved by the City last year. The Comprehensive Plan Amendment will allow the construction of 320 multi-family units as an alternative to the 180 single-family units. The 180 single-family units were previously approved by the City in 2006.

The 320 multi-family unit cap will provide less density and the future land use classification on this property is Low Intensity. The Comprehensive Plan Amendment requires a traffic study and developers' agreement that incorporates the study findings. A traffic study was performed and approved on October 13, 2021. Furthermore, the traffic study resulted in the following requirements: SE 24th Street be updated to a two-lane road, execute a cooperation agreement with ARC and proportionate share improvements. He noted the extension of 25th Avenue is not associated with this project.

The traffic Study indicated the following is not needed: extension or bypass Fluid Routing Systems through the property. To note, the developer's agreement proposes a 50-foot-wide buffer along the west boundary of the property and the City code requires only a 10-foot buffer. The applicant voluntarily agreed to donate a share of the right-of-way to establish the 25th Avenue connection in the future.

Mr. Chighizola advised Council the Albright property is not the only property, and noted he has a PowerPoint presentation to show the scope of the entire project. The City has been receiving inquiries from adjacent property owners regarding traffic impacts. To note, the City does not disagree with Mr. Roper's changes or comments.

Urban Design Coordinator Aubrey Hale presented a PowerPoint presentation to Council. He provided an overview of the context map, which shows the property is pending zoning status. The City adopted a comprehensive plan policy to allow 180 single-family units in 2006. The policy was amended in 2021 to allow comparable 320 multi-family dwelling units. The trip

generation calculations for 320 multi-family dwelling units amounts to 166 peak hour trips, which is comparable to 180 single-family units.

To note, no zoning was applied during the annexation process in 2006. The Haselden property to the north, currently zoned R-1A, is going through the PD rezoning process. The 7-11 Gas Station is under site plan and subdivision review. In the Early 1990's, City Council decided not to extend SE 25th Avenue beyond the current location prior to the Devonshire subdivision. In 2014, the City considered an application for a Walmart grocery store on the parcel owned by John Rudnianyn, which was denied by City Council.

In 2015, City Council returned the platted right-of-way to Woodland Villages. He discussed four projects in the area under review by the City, such as the Albright property, Haselden property, 7-11 & RM Maricamp property and 5-lot commercial subdivision. The Albright Agreement proposes a future extension of SE 24th Street to provide access points to a future development and provide adequate frontage. To note, 7-11 and Haselden are proposing secondary access points. The intersection of SE 25th and Maricamp enhancements are currently under review as part of the traffic studies.

Additional lanes and driveway alignments will be required as a result of the traffic studies. The Albright impacts are limited to signal timing adjustments at SE 24th Street and SR464. In addition, the extension of the eastbound lane and additional signage.

Council Member Musleh asked if SE 24th Street will have a traffic light. Mr. Hale responded when the policy was initially created SE 24th Street was going to connect to a lighted intersection.

Mr. Chighizola commented SE 24th Street will consist of a right-in and right-out, with a deceleration lane.

Council Member Musleh requested clarification regarding the Chapter 163 Concurrency Development Agreement and proposed 320 multi-family dwelling units. Mr. Chighizola responded the proposal consists of additional improvements. He noted the trips are reserved for the Albright property.

Council President Pro Tem Hilty expressed concern the proposed project will increase traffic. Mr. Chighizola responded the City has a policy in effect with Fluid Routing System to release or sell the right-of-way when they redevelop. When the policy was enacted, Fluid Routing was expected to be redeveloped into a retail space; however, with Covid, they have many new contracts. The release of right-of-way would not affect Fluid Routings parking; however, it might impact their gate security. The plan is to give the developer access to the intersection.

Council Member Musleh asked if the Chapter 163 Concurrency Development Agreement is approved tonight, does Council retain control of the development of the property. Mr.

Chighizola responded yes, Council can add additional development control language to the agreement. Furthermore, during plan review Council can make further recommendations. The traffic study shows the property meets concurrency and the developer would be able to continue development of the parcel. He noted a signalized intersection would be appropriate.

Council Member Musleh expressed concern the developer would not want a property without a signalized intersection.

Council President Pro Tem Hilty expressed concern the right in and right out will cause a traffic hazard with multiple U-turns.

Mayor Guinn suggested Council approve the Chapter 163 Concurrency Development Agreement. He noted FDOT encourages U-turns.

Amber Gartner, 101 E Silver Springs Boulevard, Ocala, FL, stated she is representing Kimley-Horn and noted the traffic study was reviewed with City staff. The right-in and right-out will satisfactorily address the access needs for the site and will consist of U-turns. The traffic study shows 40 trips during the peak hours, which is not a significant increase in traffic.

Council Member Dreyer asked how extending the left turn lane improves the traffic flow. Ms. Gartner responded extending the left turn lane allows for additional stacking and development traffic. Furthermore, FDOT encourages U-turns and development will not significantly increase traffic.

Council Member Dreyer asked how many trips were generated for the Maricamp commercial site. Mr. Chighizola responded approxiamtely112 trips. The improvements required for this site are two deceleration lanes.

Mike Sizemore, 2205 SE 24th Avenue, stated he is the President of the Board of Directors for Woodland Villages. He expressed concern regarding increased traffic due to the number of developments in the area. He questioned how the City can calculate traffic for a single development site, such as the Albright property, given the amount of overall proposed development. He requested Council thoroughly evaluate the traffic impacts.

Rock Gibboney, 597 NE 47th Terrace, expressed concern regarding increased traffic. He recognized Council Member Dreyer and Council President Pro Tem Hilty for visiting the site. He requested Council thoroughly evaluate the traffic impacts.

Council President Bethea asked Council if they would like to postpone discussion on the item until the next meeting.

Assistant City Attorney Gilligan commented he reviewed the proposed changes. The only

significant change is regarding the access easement, the language of which was added by Assistant City Attorney Gooding. He noted an easement cannot be encumbered and the City has not determined the easement is adequate.

Council Member Dreyer asked what happens if the easement is not adequate. Assistant City Attorney Gilligan responded the responsibility falls with the Albright property owner. The easement issue is not the City's responsibility.

Mr. Chighizola commented the City requires access to a public right-of-way. The Moody's are not part of the agreement and they must grant permission to allow the Albright property to access their easement.

Mr. Roper commented the easement is already in place. The easement runs with the title to the Albright property. To note, the change request reviewed by the City is regarding a private easement to determine sufficiency.

Mayor Guinn commented on the Heath Brook development. He requested Council approve the Chapter 163 Concurrency Development Agreement for the City and developer to move forward.

Clay Albright, 2550 SE 24th Street, Ocala, FL, stated all projects have problems that need to be remedied. He requested Council use their discretion when making tough decisions. He discussed the ample buffering around the property. The proposed development includes a large non-disturbed buffer. To note, Maricamp to 24th Street was never maintained by the City.

The City granted Wawa a connection permit to 24th Street and never notified the County. He noted ARC commercial development has stalled development of the property. Furthermore, legal arrangements were made to obtain extra frontage to create a 60-foot right-of-way to meet City/County standards.

Council President Bethea expressed concern regarding increased traffic. He asked if the developers in the area are working together to remedy the traffic concerns.

Council President Pro Tem Hilty noted 25th Street has traffic issues as well.

Mr. Chighizola commented staff has had multiple conversations with FDOT and they have been very cooperative. He noted a resurfacing project is moving forward in 2023, for 25th and 24th. Furthermore, FDOT will be reducing the speed limit from 55 to 50 miles per hour, with median landscaping. On SR464 there is capacity but noted the trips have decreased due to the COVID pandemic. He anticipates the trips will increase in the future.

Council Member Dreyer asked if Council President Pro Tem Hilty does not favor the project or

has traffic concerns. Council President Pro Tem Hilty responded he is concerned about the traffic generated from all the proposed developments in the area. He noted 25th Street will need to be developed in the future to mitigate traffic.

Mr. Chighizola commented if the City extends 25th Street, more trips will be going north. He noted the Hazelton and 7-11 development project have nothing to do with the Albright property.

Mr. Roper stated each project will present solutions to issues. He noted they are proposing to reconstruct SE 24th Street and make a profit share payment for upgrades. Furthermore, they are offering right-of-way for the future connection to 25th Street. He requested Council be proactive regarding the right-of-way commitment. He suggested Hazelton share the burden of dedicating the right-of-way strip. He further requested for a 30-day continuance if Council did not want to approve this item tonight.

Council Member Musleh made a motion to continue discussion of the item until the City Council meeting scheduled on February 1, 2022.

There being no further discussion the motion carried by roll call vote.

RESULT:	**TABLED [UNANIMOUS]**
MOVER:	Jay A. Musleh, Council Member
SECONDER:	Barry Mansfield, Council Member
AYES:	Hilty Sr., Dreyer, Mansfield, Musleh, Bethea Sr.

b. Tabled Ordinance 2022-13 to February 1, 2022 Council Meeting for a zoning change to R-3, Multi-Family Residential, for approximately 23.51 acres of property located at 2550 SE 24th Street (Parcel # 29850-000-27) (Case ZON21-44541) (Quasi-Judicial)

Presentation by Aubrey Hale

Introduced by Council Member, Jay A. Musleh December 21, 2021

The item was tabled until the City Council meeting scheduled on February 1, 2022.

RESULT:	**TABLED [UNANIMOUS]**
MOVER:	Jay A. Musleh, Council Member
SECONDER:	James P. Hilty Sr., President Pro-Tem
AYES:	Hilty Sr., Dreyer, Mansfield, Musleh, Bethea Sr.

c. Opened a Public Hearing for a Concurrency Development Agreement between the City of Ocala, W.G. One Corp, and Country Green, LLP for property located in the 4300 block of SW 20th Street (Parcels # 23320-005-25 and 23812-000-00/Wintergreen PD) (CDA21-44613). This is the first of two public hearings. The second and final public hearing will be held on January 18, 2022.

Presentation by Tye Chighizola

Council President Bethea opened the public hearing at 6:18 p.m.

Growth Management Director Tye Chighizola commented no action is required and the next public hearing will be held on January 18, 2022. To note, items 6c and 6d are related. In 2008, construction started on the roadway with the understanding that the Wintergreen property owner would be donating the right-of-way. The Ransome Group started the four-lane road south of SW 20th Street, but construction stopped due to economic issues in 2009. Over the past few years, staff has been working with the Wintergreen property owner concerning the development approvals for his property and the donation of the right-of-way.

The City needs the right-of-way to complete this segment of the road, which is part of the beltway around the City. The agreements give the property owner the option to move forward with a Planned Development (PD), which will reserve a number of trips. To reserve the trips, the property owner must donate the right-of-way to the City. At the next meeting, the City will present a donation agreement in addition to the Chapter 163 Concurrency Development Agreement. Furthermore, the right-of-way will offset the offsite impacts generated by the development. To note, without the donation of right-of-way, FDOT will not give the City money to finish the roadway, which is needed to move trips and property development.

Council President Bethea closed the public hearing at 6:22 p.m.

There being no further discussion the motion carried by roll call vote.

d. Opened a Public Hearing for a Concurrency Development Agreement between the City of Ocala and Country Green, LLP for property located in the 5300 block of SW 20th Street (Parcel # 23320-005-03/Country Green PD) (CDA21-44612). This is the first of two public hearings. The second and final public hearing will be held on January 18, 2022.

Presentation by Tye Chighizola

Council President Bethea opened the public hearing at 6:22 p.m.

Growth Management Director Tye Chighizola commented the project is considered a Planned Development (PD), with a mixed use of commercial/residential. He noted staff recommends approval to receive the right-of-way donation.

Council President Bethea closed the public hearing at 6:23 p.m.

7. Second and Final Reading of Ordinances - None

8. General Business

a. **Approved** one-year renewal of contract for various Water Resources improvement projects with Miller Pipeline, LLC in the amount of $2,000,000

Presentation by Sean Lanier

There being no discussion the motion carried by roll call vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jay A. Musleh, Council Member
SECONDER:	Kristen M. Dreyer, Council Member
AYES:	Hilty Sr., Dreyer, Mansfield, Musleh, Bethea Sr.

b. Approved Second Amendment to Florida Department of Corrections contract #W1070 to reduce the number of inmate work squads from two to one for an expenditure reduction of $100,619

Presentation by Darren Park

Council Member Musleh asked how they created an expenditure reduction. Director of Public Works Darren Park responded they revaluated their organization during the pandemic.

There being no further discussion the motion carried by roll call vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	James P. Hilty Sr., President Pro-Tem
SECONDER:	Barry Mansfield, Council Member
AYES:	Hilty Sr., Dreyer, Mansfield, Musleh, Bethea Sr.

c. Adopted Resolution 2022-16 to accept a donation of the public art piece, Legacy, into the City's public art collection valued at $30,000

Presentation by Laura Walker

There being no discussion the motion carried by roll call vote.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James P. Hilty Sr., President Pro-Tem
SECONDER:	Kristen M. Dreyer, Council Member
AYES:	Hilty Sr., Dreyer, Mansfield, Musleh, Bethea Sr.

d. Adopted Resolution 2022-17 amending the Electric Power Cost Adjustment Rate for monthly electric energy billing effective February 1, 2022

Presentation by Doug Peebles

There being no discussion the motion carried by roll call vote.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jay A. Musleh, Council Member
SECONDER:	Barry Mansfield, Council Member
AYES:	Hilty Sr., Dreyer, Mansfield, Musleh, Bethea Sr.

e. Adopted Budget Resolution 2022-121 transferring funds from the Electric Reserve for Contingencies to the Rate Stabilization Reserves in the amount of $8,000,000

Presentation by Tammi Haslam

There being no discussion the motion carried by roll call vote.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James P. Hilty Sr., President Pro-Tem
SECONDER:	Barry Mansfield, Council Member
AYES:	Hilty Sr., Dreyer, Mansfield, Musleh, Bethea Sr.

9. 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 [UNANIMOUS]**
MOVER:	Kristen M. Dreyer, Council Member
SECONDER:	James P. Hilty Sr., President Pro-Tem
AYES:	Hilty Sr., Dreyer, Mansfield, Musleh, Bethea Sr.

a. Adopted Budget Resolution 2022-122 amending the Fiscal Year 2021-2022 Budget to accept and appropriate sponsorship funds for the 2022 Levitt AMP Ocala Music Series totaling $19,000

Presentation by Tammi Haslam

b. Pulled agreement for installation of a custom suspension art piece for the Mary Sue Rich Community Center by Virginia Kistler for $60,000

Presentation by Laura Walker

c. Approved accepting a Victims of Crime Act grant received from the State of Florida, Office of the Attorney General, in the amount of $70,643

Presentation by Michael Balken

d. Adopted Budget Resolution 2022-123 amending the Fiscal Year 2021-2022 budget to accept and appropriate Victims of Crime Act grant funds received from the State of Florida, Office of the Attorney General in the amount of $70,643

Presentation by Michael Balken

e. Approved accepting a Bulletproof Vest Partnership Program grant from the U.S. Department of Justice in the amount of $13,395

Presentation by Michael Balken

f. Adopted Budget Resolution 2022-124 amending the Fiscal Year 2021-2022 budget to accept and appropriate a Bulletproof Vest Partnership Program grant from the U.S. Department of Justice in the amount of $13,395

Presentation by Michael Balken

g. Approved the purchase of firefighter bunker gear utilizing a Lake County competitive contract in the amount of $83,208

Presentation by Clint Welborn

h. Adopted Resolution 2022-18 appointing Council Member Kristen M. Dreyer to serve on the Affordable Housing Advisory Committee (AHAC)

Presentation by James Haynes

10. Consent Agenda Items Held for Discussion

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

11. Introduction and First Reading of Ordinances

(Second and Final Reading - January 18, 2022)

a. Introduced Ordinance 2022-14 for a zoning change from M-1, Light Industrial, to B-4, General Business, for approximately 2.22 acres of property located at 1011 SW Martin Luther King Jr. Avenue (Case ZON21-44561) (Quasi-Judicial)

Introduced by Council Member, Jay A. Musleh

RESULT:	**INTRODUCED**	**Next: 1/18/2022 5:00 PM**

b. Introduced Ordinance 2022-15 to annex approximately 88.73 acres located northeast of the intersection of SW 7th Avenue and SW 32nd Street, including Lake Louise (Case ANX21-0005)

Introduced by Council Member, James Hilty Sr.

RESULT:	**INTRODUCED**	**Next: 1/18/2022 5:00 PM**

c. Introduced Ordinance 2022-16 for a zoning change from O-1, Office, to R-3, Multi-Family Residential, for property located at the southeast corner of the intersection of SE 30th Avenue and SE 18th Street, approximately 2.91 acres (Case ZON21-44560) (Quasi-Judicial)

Introduced by Council Member, Barry Mansfield

RESULT:	INTRODUCED	Next: 1/18/2022 5:00 PM

d. Introduced Ordinance 2022-17 to annex approximately 17.93 acres located at 2600-2610 NW 46th Terrace and 2765 NW 49th Avenue (Case ANX09-0003)

Introduced by Council Member, Kristen M. Dreyer

RESULT:	INTRODUCED	Next: 1/18/2022 5:00 PM

e. Introduced Ordinance 2022-18 for a change in land use from Commercial (County) to Low Intensity (City) for approximately 17.94 acres located at 2600-2610 NW 46th Terrace and 2765 NW 49th Avenue (Case LUC09-0009) (Quasi-Judicial).

Introduced by Council Member, James Hilty Sr.

RESULT:	INTRODUCED	Next: 1/18/2022 5:00 PM

f. Introduced Ordinance 2022-19 for a rezoning from B-2, Community Business (County), to SC, Shopping Center (City), for approximately 17.94 acres located at 2600-2610 NW 46th Terrace and 2765 NW 49th Avenue (Case ZON09-0009) (Quasi-Judicial).

Introduced by Council Member, Jay A. Musleh

RESULT:	INTRODUCED	Next: 1/18/2022 5:00 PM

12. Internal Auditor's Report - None

13. City Manager's Report

a. Vacancy Report

City Manager Sandra Wilson presented the vacancy report to Council.

b. Discovery Science Center Expansion Grant Options

Cultural Arts & Sciences Division Head Laura Walker discussed the Discovery Science Center expansion grant options. The funding source is the Economic Development Administration recovery funds and the application grant amount is $3 million. The application is due January 21, 2022, and the Discovery Science Center is considered an eligible entity under City Government. The Foundation has discussed creating a brick & mortar addition, which amounts to $15 million in project costs and will be considered a Phase 3. Furthermore, they discussed creating an indoor and outdoor exhibit between the two buildings, to allow the expansion of the Discovery Science Center.

The expansion will promote STEAM education in the outdoor exhibit. The plan includes interactive outdoor science pieces and water play. She requested feedback from Council.

City Manager Sandra Wilson asked Council if they would like to pursue the grant.

Council President Pro Tem Hilty requested clarification on the grant amount. Ms. Walker responded the grant amount is $3 million. The City is working on the budget to determine actual costs, which is subject to change due to the awarded grant amount.

Council President Bethea commented the grant amount dictates how many art pieces can be purchased.

Council Member Musleh asked if the grant applies to the outdoor expansion only. Ms. Walker responded that is correct. The outdoor space will be court yarded and part of the Discovery Science Center.

Council President Pro Tem Hilty stated this is a great opportunity for Discovery Science Center.

Council concurred and agreed to move forward with the grant application.

c. 36th Avenue Overpass Update

City Engineer & Director of Water Resources Sean Lanier provided an update on the 36th Avenue overpass. The NE 36th Avenue Widening Project consists of the following: railroad overpass, widening to four lanes, new access roadway, new master arm signal, drainage improvements and new streetlights. The initial contract amount was $16 million and change order increased the cost to $17 million. The projects construction started on September 23, 2019 and construction completed on December 16, 2021. The construction of the bridge was at no cost to the City, however the City incurred utility adjustment costs in the right-of-way.

To note, OEU completed $600,000 worth of pole relocation expenses and Water Resources paid $800,000 for waterline relocation expenses. The total project cost expensed to the City amounted to $1.4 million. He shared photos of the project transformation with Council.

Mayor Guinn asked if train traffic has increased. Furthermore, he asked if improvements are needed for 25th street. Mr. Lanier stated he will provide the train traffic increase report to Council. He noted the traffic analysis for 25th Street determined improvements are not needed at this time.

Council President Bethea congratulated the City on the improvements made to 36th Avenue.

d. Council Workshops

City Manager Sandra Wilson commented Council received a list of the 2022 Legislator Priorities that were presented to Council in October 2021. She noted Council has the opportunity to add priorities to the list. She asked Council if they would like to participate in

meetings with the Delegation Members.

City Manager Sandra Wilson requested Council schedule the following workshops:

- Attorney Services & Early Voting - January 25, 2022, at 12:00 p.m.
- Solid Waste/Recycling and Animal Control Services - February 8, 2022, at 12:00 p.m.
- Strategic Planning Session - February 22, 2022, at 12:00 p.m.

Council agreed with the proposed workshop dates.

14. Police and Fire Department Report

Police Chief Mike Balken – Public Safety Opioid Response Efforts

Police Chief Balken discussed the public safety Opioid response efforts for December 20, 2021 to December 31, 2021. The Police Departments Opioid response efforts remain neutral, overdose deaths increased by 100%, Narcan leave behind decreased by 33% and Amnesty participation decreased by 27%. The Police Department is working hard on filling vacancies and training new officers.

	Dec 20 - 31, 2020	Dec 20 - 31, 2021	% Change	YTD 2020	YTD 2021	YTD % Change
Overdose Responses	5	5	0%	351	306	-13%
Overdose Deaths	1	2	+100%	44	45	+2%
Narcan Deployments	3	2	-33%	146	124	-15%
Amnesty Participants	0	1	~	145	106	-27%

Fire Chief Clint Welborn – Public Safety Opioid Response Efforts & Community Paramedicine

Fire Chief Welborn discussed the public safety Opioid response efforts and community paramedicine program. The overdose response efforts decreased by 50%, overdose deaths is 0 and Narcan leave behind is 1. For the month of December, 331 people have enrolled in the Opioid Recovery Project and they had a total of 128 community paramedicine graduates. The Narcan leave behind for the OD2A Program amounts to 115 participants and trained 55 individuals to administer Narcan.

	Dec 20 - 31, 2020	Dec 20 - 31, 2021	% Change	YTD 2020	YTD 2021	YTD % Change

Overdose Responses	4	2	-50%	215	208	-3%
Overdose Deaths	0	0	0%	17	7	-59%
Narcan Left Behind	0	1	~	34	32	-6%

15. Mayor's Report

16. City Attorney's Report

17. Informational Items

a. Calendaring Items

b. Comments by Mayor

Mayor Guinn invited the public to participate in the MLK Jr. Day events

c. Comments by Council Members

Council Member Hilty questioned the letter received from Mr. Jeff Gold

Council Member Hilty asked if Council needs to take action on the letter received from Mr. Jeff Gold. City Manager Sandra Wilson requested Council forward her the letter and she will inform Council if action is needed.

Council President Bethea thanked those for attending his daughter's homegoing services

d. Informational

e. Executed Contracts Under $50,000

f. Monthly Budget to Actual Report as of November 30, 2021 and Capital Improvement Project Status Report

g. Power Cost Adjustment Report - November 2021

18. Adjournment

Adjourned at 7:00 p.m.

Minutes

Ire J. Bethea Sr.
Council President

Angel B. Jacobs
City Clerk

Legislation Text

File #: 2022-0062, **Version:** 1

Submitted By: Michelle Brooker

Department: Procurement

STAFF RECOMMENDATION (Motion Ready):
Executed Contracts Under $50,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, .

PROOF OF PUBLICATION:
N/A

Contract Number	Contractor	Description	Amount
CDS/210218	Estella Byrd Whitman Wellness	Homeless Management Information System Participation Agreement	Participation Agmt.
CIP/210984	Earl's Well Drilling & Pump Service, Inc.	Tuscawilla Drainage Well Installation	$22,073
CMO/211115	Bookhouse Group, Inc.	Sponsorship Agreement	$10,600
ELE/211110	Helen Hall	Application for Interconnection of Customer-Owned Renewable Generation Systems	Solar
ELE/211113	Justin Johnson	Application for Interconnection of Customer-Owned Renewable Generation Systems	Solar
ELE/211114	Scott Troughton	Application for Interconnection of Customer-Owned Renewable Generation Systems	Solar
ELE/211115	Adel Hussain	Application for Interconnection of Customer-Owned Renewable Generation Systems	Solar
ELE/211116	Toni A. Karas	Application for Interconnection of Customer-Owned Renewable Generation Systems	Solar
ELE/211117	Jessica Zarate	Application for Interconnection of Customer-Owned Renewable Generation Systems	Solar
ELE/211151	Robert Dovico	Application for Interconnection of Customer-Owned Renewable Generation Systems	Solar
ELE/211153	Robert Rickel	Application for Interconnection of Customer-Owned Renewable Generation Systems	Solar
ELE/211154	Neva Null	Application for Interconnection of Customer-Owned Renewable Generation Systems	Solar
ENG/200955	Florida Division of Emergency Management	Modification to Subgrant Agreement	Time Extension

OFN/211039	Signature Brands, LLC	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $10,800
OFN/211108	Twistee Treat USA, LLC	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $3,564
OFN/211111	Blue Stream Communications, LLC	Telecommunications & Co-Location Services and Lease Agreement	Revenue $89.300
OFN/211112	Robinson Glazing Solutions, LLC	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $2,376
OFN/211119	Sugarcoat, LLC	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $2,376
OFN/211120	Son Rise Automotive, LLC	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $3,336
OFN/211121	Patricia M. Saco	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $3,336
OFN/211122	Zachary, Betty & Courtney Short	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $3,336
OFN/211135	Golden Realty and Appraisal Services, Inc.	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $1,188
OFN/211137	Pamela Knight	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $1,668
OFN/211139	Florida Coast Equipment, LLC	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $1,188
OFN/211145	Florida Hospital Ocala, Inc. DBA Adventhealth Ocala	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $30,375
OFN/211146	Florida Hospital Ocala, Inc. DBA Adventhealth Ocala	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $30,375
OFN/211158	Junqueen Home Décor	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $1,188
OFN/211162	The Briggs Law Firm, P.A.	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $1,188

OFN/211163	Revealing Truth Ministries Outreach Christian Center, Inc.	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $5,724
OFN/211164	Professional Technology Solutions, LLC	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $2,376
OFN/211166	Quality Reprographic Solutions, Inc.	Agreement to Lease Fiber Optic Telecommunications Services	Revenue $2,376
OPD/211088	Federal Department of Transportation	Subgrant for Highway Traffic Safety Funds - Motorcycle Safety	$20,000
REC/210989	Magnolia Art Xchange	Cooperation Agreement - Beginning of Bolted Art 2022	Cooperation Agmt.
REC/211101	James Gallucci	Agreement for Artwork Loan and Display	Under $50,000
REC/211102	Harry McDaniel	Agreement for Artwork Loan and Display	Under $50,000
REC/211103	Robert Porreca	Artwork Loan and Display	Under $50,000
REC/211104	Donald Gialanella	Agreement for Artwork Loan and Display	Under $50,000
REC/211105	Gustavo Ocampo, LLC	Agreement for Artwork Loan and Display	Under $50,000

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 **WILLIAM HARRISON MCDANIEL, JR.**, ("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** ("Artwork") and all intellectual property rights therein; and

WHEREAS, Artist desires to loan the Artwork to City for public display and 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 **OCALA OUTDOOR SCULPTURE COMPETITION 2022-2023**, located at **213 NE 5TH STREET, OCALA, FLORIDA, 34470** from **JANUARY 10, 2022** through **JANUARY 14, 2024**.
   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.

3. **LOAN PERIOD, RENEWAL AND TERMINATION.** The Artwork Loan Period ("Loan Period") shall begin on **JANUARY 10, 2022** and shall end on **JANUARY 14, 2024**, 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 **JANUARY 10, 2022**. Artist shall retrieve the Artwork, or cause the artwork to be retrieved, from City no later than **JANUARY 14, 2024** unless otherwise agreed to by the parties.

   A. **Delivery of Artwork**: City shall take possession of the Artwork at **213 NE 5TH STREET, OCALA, FLORIDA, 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 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. 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.

C. **Installation and De-Installation of Artwork**: 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 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. Notwithstanding the foregoing, upon Artist's delivery and City's acceptance of the Artwork, City shall pay honoraria to Artist in the amount of **TWO THOUSAND AND NO/100 DOLLARS ($2,000)** in the form of a check made payable to **WILLIAM HARRISON MCDANIEL, JR.**

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. Artist shall supply City with any written maintenance instructions for the Artwork as applicable. In the event of damage to the Artwork requiring restoration or repair, the City shall, if practicable, offer the Artist the first opportunity to restore or repair the Artwork and, in any case, shall consult with the Artist with respect to the restoration or repairs. If no response is received from the Artist within **FIVE (5)** business days, City shall have the right to proceed in any manner listed below and shall provide notice to Artist of its intended course of action:

A. City may repair the Artwork at its own expense after providing reasonable notice to Artist of the intended course of action and the associated costs prior to undertaking such repairs. Within **FIVE (5)** business days of receipt of such notice, Artist shall have the right to provide City with written notice of its denial of City's proposed repair and its election undertake the

repairs itself, but in any such case Artist shall pay any costs exceeding the cost estimate provided in City's notice.

B. City may de-install and surrender possession of the Artwork to Artist pursuant to Paragraph 4, above

11. **RISK OF LOSS DURING LOAN PERIOD.** The risk of loss or damage to the Artwork during the Loan Period shall be the responsibility of the City upon acceptance of the Artwork by 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:	William Harrison McDaniel, Jr. 95 Cumberland Circle Ashville, NC 28801 Phone: 828-258-2742 Email: harry@harrymcdaniel.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:	Robert W. Batsel, Jr. Gilligan, Gooding, Batsel & Anderson, P.A. 1531 SE 36th Avenue Ocala, Florida 34471 Email: rbatsel@ocalalaw.com

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 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.

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

ATTEST:	**CITY OF OCALA:**
_____	_____
Angel B. Jacobs	Ken Whitehead
City Clerk	Assistant City Manager
Approved as to form and legality:	**ARTIST:**
_____	_____
Robert W. Batsel, Jr.	William Harrison McDaniel, Jr.
City Attorney	

Henry McDaniel / January 10, 2022 – January 14, 2024

Artist: Harry McDaniel

Title: Exploratory Unit 01

Dimensions: 16′ x 12′ 10′

Weight: 400 lbs.

Material: Aluminum, glass, solar lights

Cost: $25,000



VENDOR'S ACKNOWLEDGEMENT AND AGREEMENT
IN EXCHANGE FOR WAIVER OF INSURANCE REQUIREMENTS

THIS ACKNOWLEDGEMENT AND AGREEMENT is made by:

William H McDaniel

VENDOR NAME

95 Cumberland Circle; Asheville, NC 28801

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.

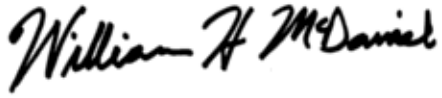
VENDOR acknowledges and understands that **unless** CITY provides a written waiver of the insurance requirements, the failure of VENDOR to obtain and maintain the required insurance shall constitute a breach of contract.

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 1/13/22 and ~1/13/23 (IDENTIFY DATE HERE): EVENT DESCRIPTION:

Sculpture installation / de-installation

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.

IN WITNESS WHEREOF, the VENDOR sets its hand this 17th day of November, 2021.



VENDOR SIGNATURE

William H McDaniel

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)

Brittany Iverson

From: Richard Dennis
Sent: Thursday, November 18, 2021 8:10 AM
To: Leslie Nottingham
Subject: RE: Hold Harmless for Approval - Harry McDaniel

Approved Thanks

Richard Dennis
City of Ocala Risk Manager
Office 352-401-3989
Mobile 352-572-0414
RDennis@OcalaFL.org

From: Leslie Nottingham <lnottingham@Ocalafl.org>
Sent: Thursday, November 18, 2021 8:04 AM
To: Richard Dennis <rdennis@Ocalafl.org>
Subject: Hold Harmless for Approval - Harry McDaniel

Hi Richard,

For your approval – a hold harmless is attached for Harry McDaniel. Mr. McDaniel will be on site to assist with the installation of his sculpture in January for the Outdoor Sculpture Competition. Please let me know if you have any questions.

(3 of 10)

Thanks,

Leslie Nottingham

Cultural Arts Supervisor City of Ocala Recreation & Parks: Cultural Arts
223 SW Broadway Street, Ocala, FL 34471
Office: (352) 629-8379
Website: www.ocalafl.org/culturalarts

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

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 **JAMES GALLUCCI** ("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** ("Artwork") and all intellectual property rights therein; and

WHEREAS, Artist desires to loan the Artwork to City for public display and 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 to the City of Ocala's **OCALA OUTDOOR SCULPTURE COMPETITION 2022-2023**, located at **213 NE 5TH STREET, OCALA, FLORIDA, 34470** from **JANUARY 10, 2022** through **JANUARY 14, 2024**.
   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.

3. **LOAN PERIOD, RENEWAL AND TERMINATION.** The Artwork Loan Period ("Loan Period") shall begin on **JANUARY 10, 2022** and shall end on **JANUARY 14, 2024**, 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 **JANUARY 10, 2022**. Artist shall retrieve the Artwork, or cause the artwork to be retrieved, from City no later than **JANUARY 14, 2024** unless otherwise agreed to by the parties.

   A. **Delivery of Artwork**: City shall take possession of the Artwork at **213 NE 5TH STREET, OCALA, FLORIDA, 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 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. 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.

C. **Installation and De-Installation of Artwork**: 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 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. Notwithstanding the foregoing, upon Artist's delivery and City's acceptance of the Artwork, City shall pay honoraria to Artist in the amount of **TWO THOUSAND AND NO/100 DOLLARS ($2,000)** in the form of a check made payable to **JAMES GALLUCCI.**

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. Artist shall supply City with any written maintenance instructions for the Artwork as applicable. In the event of damage to the Artwork requiring restoration or repair, the City shall, if practicable, offer the Artist the first opportunity to restore or repair the Artwork and, in any case, shall consult with the Artist with respect to the restoration or repairs. If no response is received from the Artist within **FIVE (5)** business days, City shall have the right to proceed in any manner listed below and shall provide notice to Artist of its intended course of action:

A. City may repair the Artwork at its own expense after providing reasonable notice to Artist of the intended course of action and the associated costs prior to undertaking such repairs. Within **FIVE (5)** business days of receipt of such notice, Artist shall have the right to provide City with written notice of its denial of City's proposed repair and its election undertake the

repairs itself, but in any such case Artist shall pay any costs exceeding the cost estimate provided in City's notice.

B. City may de-install and surrender possession of the Artwork to Artist pursuant to Paragraph 4, above

11. **RISK OF LOSS DURING LOAN PERIOD.** The risk of loss or damage to the Artwork during the Loan Period shall be the responsibility of the City upon acceptance of the Artwork by 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:	James Gallucci James Gallucci Sculptor, Inc. 499 Industrial Ave. Greensboro, NC 27406 Phone: 336-370-9001 Email: jgall63051@aol.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:	Robert W. Batsel, Jr. Gilligan, Gooding, Batsel & Anderson, P.A. 1531 SE 36th Avenue Ocala, Florida 34471 Email: rbatsel@ocalalaw.com

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 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.

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

ATTEST:	**CITY OF OCALA:**
_____	_____
Angel B. Jacobs	Ken Whitehead
City Clerk	Assistant City Manager
Approved as to form and legality:	**ARTIST:**
_____	_____
Robert W. Batsel, Jr.	James Gallucci
City Attorney	James Gallucci Sculptor, Inc.

James Gallucci / January 10, 2022 – January 14, 2024

Artist: Jim Gallucci

Title: Golden Oak Leaf Arch II, 2018

Dimensions: 9′ H x 12.5′ W x 4′ D

Weight: 450 lbs

Material: Powder coated aluminum

Cost: $25,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Phyllis Carter, CIC, CISR	
AssuredPartners of NC, LLC	PHONE (A/C, No, Ext): (336) 375-0600	FAX (A/C, No): (336) 375-7004
823 North Elm Street	E-MAIL ADDRESS: phyllis.carter@assuredpartners.com	
PO Box 14946		
Greensboro NC 27415		

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Jim Gallucci Sculptor Ltd and Gallucci Properties LLC	INSURER A : The Cincinnati Insurance Company	10677
[redacted]	INSURER B : Sentinel Insurance Co., LTD	11000
	INSURER C : American Interstate Insurance Company	31895
	INSURER D :	
	INSURER E :	
Greensboro NC 27406	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL217125279 **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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		[redacted]3047	07/22/2019	07/22/2022	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 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			[redacted]1337	03/07/2021	03/07/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			[redacted]3047	07/22/2019	07/22/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		[redacted]2021	02/09/2021	02/09/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder and The City of Ocala additionally insured with respects general liability if required by written contract, agreement or permit as to operations of the insured.

CERTIFICATE HOLDER

Cultural Arts Supervisor City of Ocala Recreation & Parks:
Cultural Arts
110 SE Watula Avenue
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

Phyllis Carter

© 1988-2015 ACORD CORPORATION. All rights reserved.

From:	Richard Dennis
To:	Leslie Nottingham; Christopher Watt
Subject:	RE: Insurance Certificate for OOSC - Jim Gallucci
Date:	Wednesday, November 17, 2021 4:08:25 PM
Attachments:	image001.png

This is approved, you can send these directly to me going forward. Thank you

Richard Dennis
City of Ocala Risk Manager
Office 352-401-3989
Mobile 352-572-0414
RDennis@OcalaFL.org

From: Leslie Nottingham <lnottingham@Ocalafl.org>
Sent: Wednesday, November 17, 2021 3:33 PM
To: Christopher Watt <CWatt@Ocalafl.org>; Richard Dennis <rdennis@Ocalafl.org>
Subject: Insurance Certificate for OOSC - Jim Gallucci

Hi Chris,

For your approval – an insurance waiver is attached for Jim Gallucci. Mr. Gallucci will be on site to assist with the installation of his sculpture in January for the Outdoor Sculpture Competition. Please let me know if you have any questions.

(5 of 10)

Thanks,

Leslie Nottingham

Cultural Arts Supervisor City of Ocala Recreation & Parks: Cultural Arts
223 SW Broadway Street, Ocala, FL 34471
Office: (352) 629-8379
Website: www.ocalafl.org/culturalarts

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

CONSTRUCTION SERVICES AGREEMENT FOR DRAINAGE WELL INSTALLATION PROJECT

THIS CONSTRUCTION SERVICES AGREEMENT FOR DRAINAGE WELL INSTALLATION PROJECT ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **EARL'S WELL DRILLING & PUMP SERVICE, INC.**, a for profit corporation duly organized and authorized to do business in the State of Florida (EIN: 59-3162032) ("Contractor").

R E C I T A L S :

WHEREAS, on June 29, 2020, the City of Ocala and the State of Florida Department of Environmental Protection (FDEP) entered into Standard Grant Agreement NS052 ("Grant") for the funding of construction activities related to the abandonment of one recharge well and installation of a Nutrient Removing Filtration System using Bold & Gold Media at Lake Tuscawilla; and

WHEREAS, on November 1, 2021, City issued an Invitation to Bid ("ITB") for the drilling and installation of one (1) functional drainage well, ITB No.: CIP/210984 (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, the bid submitted by Contractor was found to be the lowest; and

WHEREAS, Earl's Well Drilling & Pump Service, Inc. was chosen as the intended awardee to provide construction services for the installation of one (1) functional drainage well (the "Project"); and

WHEREAS, Contractor certifies that Contractor is qualified and possesses the required licensure and skill to perform the work required for the Project; and

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and 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-4)
Exhibit B: Location Map (B-1)
Exhibit C: Permit (C-1 through C-2)
Exhibit D: Grant Clauses (D-1 through D-8)
Exhibit E: Drainage Well Structure Details (dated 11/1/2021) is available for inspection and copying at 1805 NE 30th Avenue, Building 700, Ocala, Florida.

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 D, then (2) Exhibit A, then (3) Exhibit E, then (4) Exhibit C, then (5) Exhibit B.

B. **Project Specifications**: This project will require the Contractor to have the following specifications and documents, which are incorporated by reference:

City of Ocala "Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure" available at: https://bidocala.com/wp-content/uploads/City-of-Ocala-Standard-Specifications-for-Construction-8.02.21.pdf.

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. The Scope of Work 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 **TWENTY-TWO THOUSAND, SEVENTY-THREE AND NO/100 DOLLARS ($22,073)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.

A. **Monthly Progress Payments**: The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by 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. Contractor shall be provided with a cover sheet for invoicing. This cover sheet must be filled out correctly and submitted with each invoice. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Engineer's Office,** Attn: **Brian Hutchinson**, **1805 NE 30th Avenue, Building 700, Ocala, Florida 34471**, E-Mail: **whutchinson@ocalafl.org**.

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

E. **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. **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 mobilize and commence work no later than **TEN (10)** working days from the date of issuance of a Notice to Proceed for the project by City. At no time will the Contractor be allowed to lag behind.

B. **All work shall be completed by Contractor in a manner satisfactory to the City Project Manager and ready for final payment within FIFTEEN (15) days of the start date indicated on the Notice to Proceed.**

C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **SEVEN (7)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.

D. 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.

E. 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 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 Final 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 Final Completion beyond the date specified for Final Completion in the Contract Documents.

   A. **No Waiver of Rights or Liabilities**. Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for 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. **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.

   D. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve 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. **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.

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.

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.

8. **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.
9. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of 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 performance 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 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.

10. **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.
11. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1)** years from the date of Final Completion. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1)** year from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer. All written manufacturers' warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized.
12. **MANUFACTURER SERVICES.** Contractor shall furnish a manufacturer's representative as required to resolve assembly or installation problems with their products and/or systems. Contractor shall conduct, with the assistance of the manufacturer's/supplier's representative, start-up and operational tests on the equipment and system.
13. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
14. **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.

15. **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.

16. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
    A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
    B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures 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, including, but not limited to obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
    E. 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.
17. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with 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.
18. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES**. City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. 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.

19. **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.

20. **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.

21. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Contractor with a combined limit of not less than One Million Dollars ($1,000,000) for bodily injury and property damage for each accident. Contractor's commercial automobile liability insurance policy must name, as additional insureds: (i) City of Ocala, a political subdivision of the State of Florida, and its officials, employees, and volunteers; and (ii) the Florida Department of Environmental Protection and its employees, and officers.

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

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

B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for contractual liability, products and completed operations, independent contractors, and property in the care, control or custody of the Contractor.

C. Contractor's commercial general liability insurance policy shall include Endorsement CG 20 10 11 85, or equivalent, naming as additional insureds: (i) City of Ocala, a political subdivision of the State of Florida, and its officials, employees, and volunteers; and (ii) the Florida Department of Environmental Protection and its employees, and officers. The coverage shall contain no special limitation on the scope of protection afforded to City, the Florida Department of Environmental Protection, or their respective officials, employees, or volunteers.

23. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE.** Contractor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability coverage in amounts required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this Project. In case any class of employees engaged in hazardous work under this Agreement is not protected under Worker's Compensation statutes, the contractor shall provide and cause each subcontractor to provide adequate insurance satisfactory to the Florida Department of Environmental Protection, for the protection of its employees not otherwise protected.

24. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Contractor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Contractor's interests or liabilities but are merely minimums. No insurance is provided by the City under this contract to cover Contractor. **No work shall be commenced under this 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.

B. Deductibles. Contractor is responsible for paying any and all deductibles or self-insured retention. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld.

C. Certificates of Insurance. Contractor shall provide Certificates of Insurance, accompanied by copies of all endorsements required by this section, that are issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of A-V or greater. Renewal certificates must be forwarded to the **City of Ocala Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, E-Mail: vendors@ocalafl.org** prior to the policy expiration.

D. Failure to Maintain Coverage. In the event Contractor 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 Contractor under this Agreement, Contractor shall be considered to be in default of this Agreement.

E. Severability of Interests. Contractor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or to 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.

F. Mandatory Endorsements for All Required Policies. All required policies shall include: (i) endorsement that waives any right of subrogation against the City of Ocala and the Florida Department of Environmental Protection for any policy of insurance provided under this Agreement or under any state or federal worker's compensation or employer's liability act; and (ii) endorsement to give the City of Ocala and the Florida Department of Environmental Protection no less than **THIRTY (30)** days written notice (with the exception of non-payment of premium which requires a **TEN (10)** calendar day notice) in the event of cancellation or material change.

25. **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.

26. **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.
27. **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.
28. **CONSTRUCTION SURVEY LAYOUT.** The work to be performed pursuant to survey work provided by City shall be completed as necessary to establish all proper alignments, right of way, easements, benchmarks, elevations and grade stakes to complete all phases of this Contract. Contractor shall immediately bring to City's attention any survey issues that would impede the Contractor's completion of the work. The work performed pursuant to survey

work at the Contractor's expense pursuant to this Agreement shall be prepared by a licensed surveyor and provided to the City. Any survey issues with these surveys that would impede the Contractor's completion of the work shall immediately be brought to the City's attention. If additional or corrective survey work is required, it shall be at Contractor's expense.

The City Engineer/City Project Manager shall 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.

29. **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.
30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **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 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.

37. **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.

38. **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.
39. **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.
40. **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.
41. **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.
42. **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.

43. **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.
44. **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.
45. **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:	Earl's Well Drilling & Pump Service, Inc. Attention: Jeremy Skinner 4680 SE 166th Street Summerfield, Florida 34491 Phone: 352-245-2324 Email: jeremy.earlswell@embarqmail.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 E-mail: tkimball@ocalafl.org

Copy to: Robert W. Batsel, Jr.
Gilligan, Gooding, Batsel, Anderson, & Phelan P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707 Fax: 352-867-0237
E-mail: rbatsel@ocalalaw.com

46. **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.

47. **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.

48. **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.

49. **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.
50. **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.
51. **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.
52. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
53. **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.
54. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
55. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
56. **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.

57. **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.

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

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

ATTEST:	**CITY OF OCALA**
_____	_____
Angel B. Jacobs	Ken Whitehead
City Clerk	Assistant City Manager
Approved as to form and legality:	**EARL'S WELL DRILLING & PUMP SERVICE, INC.**
	_____
_____	
Robert W. Batsel, Jr.	
City Attorney	By: _____
	(Printed Name)
	Title: _____
	(Vice-President or higher)

BACKGROUND

1. Water Well Contractor will provide well drilling services supporting the NS052 Tuscawilla Drainage Well Installation.
2. Contractor shall provide all materials, labor and equipment to drill and install one (1) functional drainage well.

GENERAL CONSTRUCTION

1. Contractor shall drill out and set steel casing for one (1) new ten inch (10") non-portable drainage wells:
   A. Drainage Well NE 13 at the 400 block of NE Sanchez Avenue.
2. Contractor shall drill out of casing to a viable cavern formation that will produce needed water volume for that size diameter casing.
3. The quantities in the line items are estimated only and may not reflect the actual depths in the field.
4. **Working Hours:** The normal 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.
5. **Mobilization:** Obtain required permits and the move 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. Posting of OSHA required notices and establishing of safety programs and procedures.

PROJECT SPECIFICATIONS

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

1. Proposed line items cost in contract.
2. Location map of site locations attached as **Exhibit B**.
3. Copies of the Florida Department of Environmental Protection (FDEP) permits attached as **Exhibit C**.
4. Grant clauses attached as **Exhibit D**.
5. Drainage well structure details for the project attached as **Exhibit E**.
6. City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure available at: https://bidocala.com/wp-content/uploads/City-of-Ocala-Standard-Specifications-for-Construction-8.02.21.pdf
7. 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.

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.
2. 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.

3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. 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.
5. Contractor shall operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company vehicles and uniforms must display a visible company name/logo.

CONTRACTOR RESPONSIBILITIES

1. 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.
2. Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Construction and installation shall be in compliance with all requirements and instructions of applicable manufacturers.
4. Contractor shall be responsible for inspector's overtime.
5. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, fencing, 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.

SUB-CONTRACTORS

1. Sub-contractors are not allowed for this project.
2. Contractor must perform **100%** of the work with their own forces.

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 shall 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 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 shall be completely cleaned after each day of work. Sweep all roadways affected by the construction and where adjacent to work daily.
3. **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. 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.
   D. All work areas must be returned to original condition.

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.

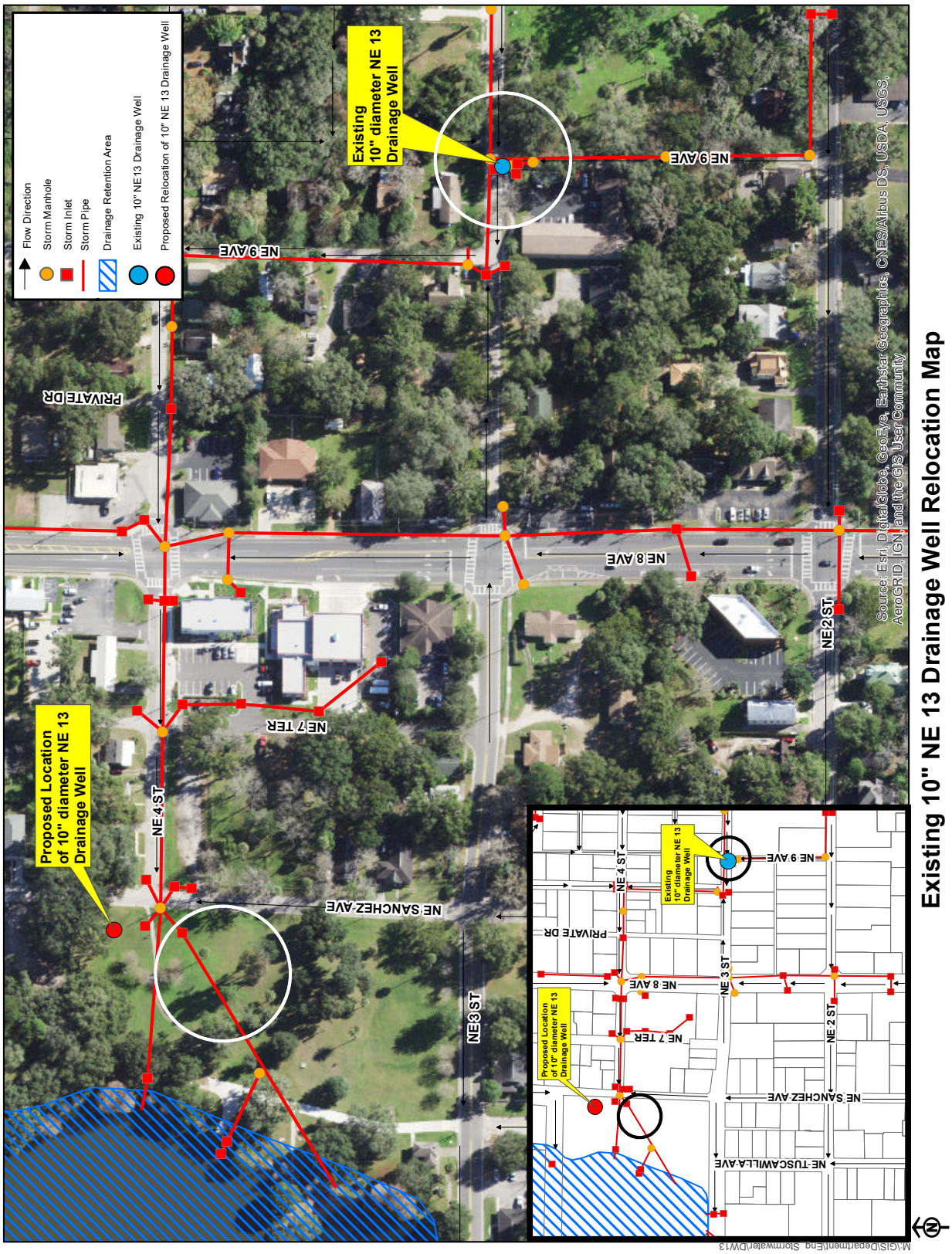
SAFETY

1. 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.

PRICING

1. Line item pricing shall include all services, labor, direct and indirect costs to complete the project and described herein.
2. The line item quantities in the contract are estimates and may not reflect the actual depths in the field. Quantities should not be construed as guaranteed minimums.
3. The City will pay Contractor only for the actual units that the Contractor provides, installs, or constructs.



Existing 10" NE 13 Drainage Well Relocation Map

July 13, 2021

Sent via Electronic Mail
slanier@ocalafl.org

Sean Lanier, P.E., CFM
City Engineer/Director
City of Ocala/ Engineering and Water Resources Department
1805 NE 30th Avenue
Ocala, FL 32470

Marion County – UIC
Lake Tuscawilla Basin Drainage Well – NE 13
WACS ID # 103473
Approval to Replace One Existing Drainage Well

Dear Mr. Lanier:

The Department reviewed an email dated July 8, 2021 from City of Ocala's storm water Engineer Payal Pandya, P.E. requesting a replacement of existing drain well NE 13 that is located within the Lake Tuscawilla Drainage Basin. A video log was provided documenting that the well is not functioning properly. Based on our review, the Department approves the installation of replacement drainage well NE 13 as outlined below;

- Existing drainage well #NE 13 (10" diameter) is to be replaced with one 10" diameter drainage well.
- The existing drain well NE 13 is 144 feet deep with a casing depth at 64 feet below grade. This well configuration is to be used for the replacement drain well.
- The existing drain well is currently located at the intersection of NE 3rd Street and NE 9th Street and it will be replaced at the intersection of NE 4th Street and NE Sanchez Avenue (Parcel # 28220-000-00).

Please be advised that the total depth of new replacement well may not be the same as original depth of the existing well. Should the replacement drainage well need to be drilled deeper than original depth, please contact the Department for prior approval. Final replacement well specifications must be based on observed field conditions during drilling and installation activities. Once the new replacement drainage well has been

installed, the old drainage well must be properly abandoned in accordance with the requirements stipulated in Rule 62-532(500) Florida Administrative Code. Please contact the Department at least 3 days prior to commencement of field work.

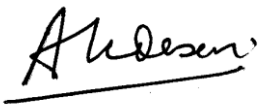
Within 90 days of completion of installation of replacement drain well and abandonment of existing drainage well, please submit the report to the Department including all well construction & abandonment details, an aerial map depicting the locations existing and replacement drainage well locations, and any wellhead treatment system(s) installed on new replacement drainage well. Please submit the report in electronic format to DEP_CD@dep.state.fl.us, with a copy to Anil.Desai@dep.state.fl.us. If the file is very large, you may post it to the Waste Cleanup folder on the Central District's ftp site at:

ftp://ftp.dep.state.fl.us/pub/incoming/Central_District/Waste_Cleanup.

After posting the document, send an e-mail to DEP_CD@dep.state.fl.us, with a copy to Anil.Desai@dep.state.fl.us alerting us that it has been posted.

Should you have any questions concerning this approval, please contact me at (407) 897-4116 or via e-mail at Anil.Desai@dep.state.fl.us.

Sincerely,



Anil K. Desai, P.G.
Professional Geologist III
Permitting and Waste Cleanup Program

AKD/lb/akd

c: Payal Pandya, P.E, City of Ocala (ppandya@ocalafl.org)
DEP Staff: Cindy Fischler, Anil Desai, P.G., Lu Burson, Reggie Phillips

All references below to "AGENCY" refer to the City of Ocala.

NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

FLOW DOWN. The No Obligation clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

No Federal Government Obligation to Third Parties. The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FEDERAL GRANTING AGENCY. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31

FLOW DOWN. The Program Fraud clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and federal regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FEDERAL GRANTING AGENCY assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FEDERAL GRANTING AGENCY under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FEDERAL GRANTING AGENCY. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g); 2 C.F.R. § 200.333; 49 C.F.R. part 633

FLOW DOWN. The record keeping and access requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Access to Records and Reports.

A. **Record Retention**. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

B. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

C. **Access to Records.** The Contractor agrees to provide sufficient access to FEDERAL GRANTING AGENCY and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

D. **Access to the Sites of Performance.** The Contractor agrees to permit FEDERAL GRANTING AGENCY and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

49 CFR Part 18

FLOW DOWN. The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Federal Changes. Contractor shall at all times comply with all applicable FEDERAL GRANTING AGENCY regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FEDERAL GRANTING AGENCY, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

TERMINATION

2 C.F.R. § 200.339; 2 C.F.R. part 200, Appendix II (B)

FLOW DOWN. For all contracts in excess of $10,000, the Termination clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Termination for Convenience (General Provision). The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to AGENCY to be paid

the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY directs.

Termination for Convenience or Default (Cost-Type Contracts). The AGENCY may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of AGENCY or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the AGENCY, or property supplied to the Contractor by the AGENCY. If the termination is for default, the AGENCY may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the AGENCY and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of AGENCY, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the AGENCY determines that the Contractor has an excusable reason for not performing, the AGENCY, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Termination for Default [Breach or Cause] (General Provision). If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the AGENCY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Termination for Default (Supplies and Service). If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

Waiver of Remedies for any Breach. In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Opportunity to Cure (General Provision). The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

CIVIL RIGHTS LAWS AND REGULATIONS

FLOW DOWN. The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Civil Rights and Equal Opportunity. The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FEDERAL GRANTING AGENCY to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FEDERAL GRANTING AGENCY may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FEDERAL GRANTING AGENCY may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," and 45 C.F.R. part 90, the Contractor agrees to refrain from

discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FEDERAL GRANTING AGENCY may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, and 42 U.S.C. § 4151 et seq., the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FEDERAL GRANTING AGENCY may issue.

(Applies to $25,000+)

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180; 2 C.F.R part 1200; 2 C.F.R. § 200.213; 2 C.F.R. part 200 Appendix II (I); Executive Order 12549; Executive Order 12689

FLOW DOWN. Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Contractor shall comply and facilitate compliance with federal regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FEDERAL GRANTING AGENCY official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

A. Debarred from participation in any federally assisted Award;
B. Suspended from participation in any federally assisted Award;
C. Proposed for debarment from participation in any federally assisted Award;
D. Declared ineligible to participate in any federally assisted Award;
E. Voluntarily excluded from participation in any federally assisted Award; or
F. Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(Applies to $250,000+)

VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326; 2 C.F.R. part 200, Appendix II (A)

FLOW DOWN. The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

Rights and Remedies of the AGENCY. The AGENCY shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include the occurrence of any one or more of the following events:

1. Contractor fails to timely and/or properly perform any of the services set forth in the specifications of the Agreement; or
2. Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

Rights and Remedies of Contractor. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

Remedies. Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein.

The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes. The AGENCY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the AGENCY's direction or decisions made thereof.

Performance during Dispute. Unless otherwise directed by AGENCY, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies. Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

Rights and Remedies. The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

(Applies to $100,000+)

LOBBYING RESTRICTIONS

31 U.S.C. § 1352; 2 C.F.R. § 200.450; 2 C.F.R. part 200 appendix II (J); 49 C.F.R. part 20

FLOW DOWN. The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352(b)(5).

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q; 33 U.S.C. §§ 1251-1387; 2 C.F.R. part 200, Appendix II (G)

FLOW DOWN. The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

The Contractor agrees:

1) It will not use any violating facilities;
2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3) It will report violations of use of prohibited facilities to FEDERAL GRANTING AGENCY; and
4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Bidder agrees to comply with all applicable grant terms contained herein. Compliance and acceptance of these grant terms is a condition of the solicitation. Bidders must return a complete and executed **Exhibit E – Grant Clauses** with their submittal.

Company Name:_____ **Date**

X_____ _____

Signer Name **Signer Title**

_____ _____

Drainage Well Structure Details, dated 11/01/2021
are available for inspection and copying at
1805 NE 30th Avenue, Building 700,
Ocala, Florida 34470

#211115

OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 19.0
CANCELS ORIGINAL SHEET NO. 19.0

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: Adel Hussain

Mailing Address: 611 NE 41st St

City: Ocala State: FL Zip Code: 34479

Phone Number: 321-682-1128 Alternate Phone Number: _____

Email Address: ahussain@ufl.edu Fax Number: _____

Ocala Electric Utility Customer Account Number: 515653208825

2. RGS Facility Information

Facility Location: On Roof - 611 NE 41st ST

Ocala Electric Utility Customer Account Number: 515653208825

RGS Manufacturer: APTOS / Enphase

Manufacturer's Address: 3140 De La Cruz Blvd #200, Santa Clara CA 95054
47281 Bayside Parkway, Fremont CA 94538

Reference or Model Number: APTOS DNA-120-MF23 / Enphase iQ7-60-2-US

Serial Number: _____

(Continued on Sheet No.19.1)

3. Facility Rating Information

Gross Power Rating: ~~13.744~~ 11.0 ("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 Photovoltaic

Anticipated In- Service Date: 6/5/21

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)

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: Adel Hussain Date: 6/21/2021
(Print Name)

(Signature)

RLI

RLI Insurance Company
Peoria, Illinois 61615
A stock insurance company, herein called the Company

PERSONAL UMBRELLA LIABILITY POLICY

This Declarations page with "Policy Provisions" completes this policy.

DECLARATIONS

Policy Number PUP1507526 — 6/4/2021

Named Insured & Mailing Address

ADEL HUSSAIN
LILLIAN HUSSAIN
611 NE 41ST ST
OCALA, FL 34479

Agent

23932 Progressive Advantage Agency
(866) 216-7823
6300 Wilson Mills Rd
Cleveland, OH 44143

Primary Residence Address (if different than above)
Same As Above

Insured's Brokering Agent
E4239 Ross,Shondrica

Policy Period – 12:01 A.M. standard time at the address of the Named Insured as stated herein. From 06/07/2021 To 06/07/2022

Limit of Coverage $ 1,000,000 each occurrence

Policy Premium $211

Self-Insured Retention: $500 each occurrence

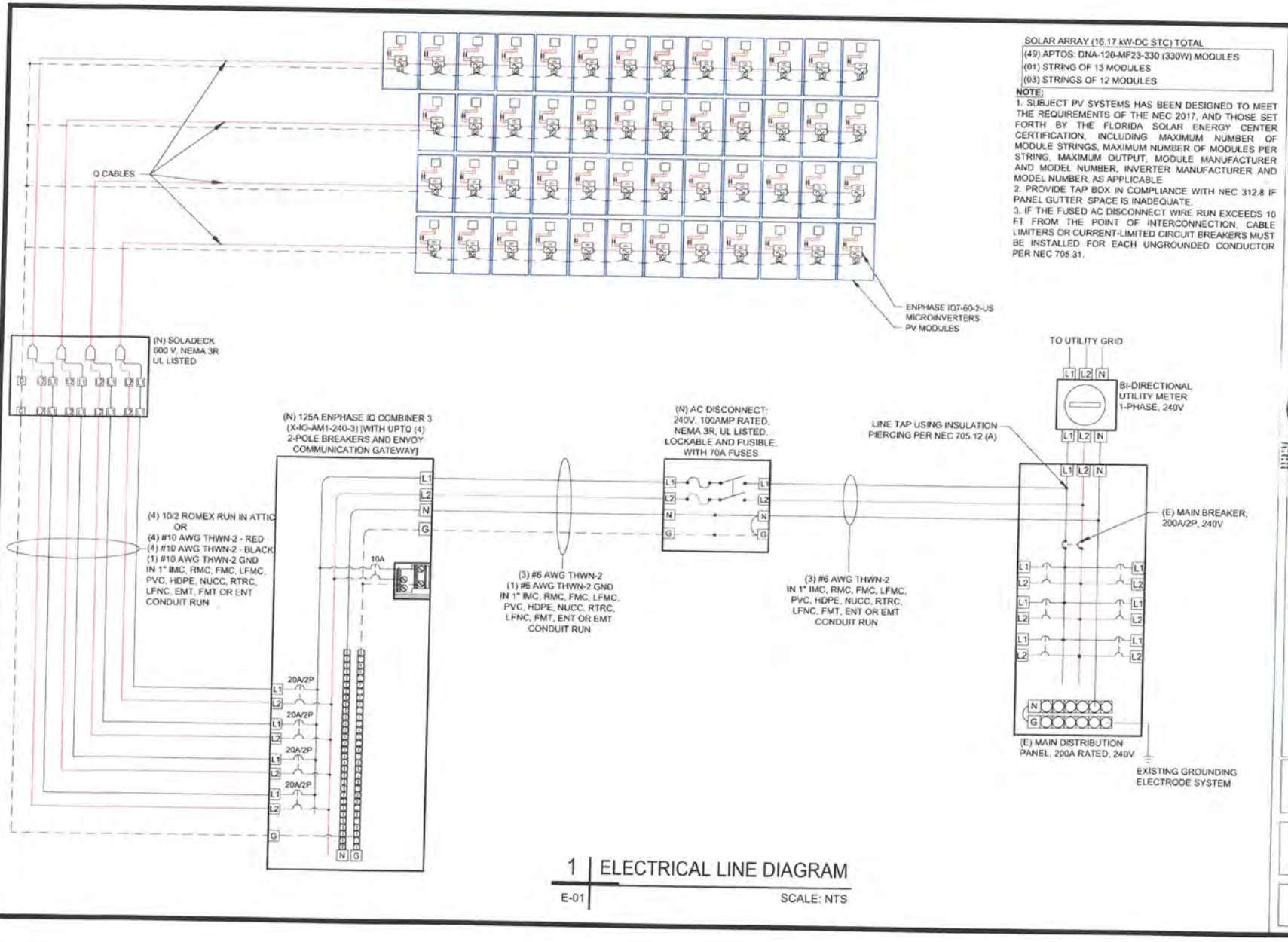
Forms included at issue will appear on Page 2 of this Declaration.

REQUIRED BASIC POLICIES

It is agreed by you that you and any Relative will be covered by an Automobile liability policy for any Automobile you operate or your Relative operates for at least the minimum limits listed below. It is also agreed by you that you and any Relative will be covered by a personal liability policy for at least the minimum limits listed below. If you or your Relatives are not covered under your policies for at least the minimum limits listed below, they must be covered under another Automobile liability policy and another personal liability policy for at least the minimum limits below. If you or your Relatives own a Farm, Seasonal/Secondary/ Rental Properties, Recreational Vehicles or Watercraft, you or your Relatives, as the case may be, agree to carry the appropriate policy (or endorsements) listed below covering both you and your Relatives for at least the minimum limits listed below.

Basic Policy		Minimum Limit of Coverage	
A. Automobile Liability	Bodily Injury	$ 250,000	each person
		$ 500,000	each occurrence
	Property Damage	$ 50,000	each occurrence
		or	
	Bodily Injury	$ 300,000	each person
		$ 300,000	each occurrence
	Property Damage	$ 50,000	each occurrence
		or	
	Bodily Injury and Property Damage Combined Single Limit	$ 300,000	each occurrence

(continued on page 2)



1 | ELECTRICAL LINE DIAGRAM

E-01 | SCALE: NTS

SOLAR ARRAY (16.17 kW-DC STC) TOTAL

(49) APTOS: DNA-120-MF23-330 (330W) MODULES
(01) STRING OF 13 MODULES
(03) STRINGS OF 12 MODULES

NOTE:

1. SUBJECT PV SYSTEMS HAS BEEN DESIGNED TO MEET THE REQUIREMENTS OF THE NEC 2017, AND 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.
2. PROVIDE TAP BOX IN COMPLIANCE WITH NEC 312.8 IF PANEL GUTTER SPACE IS INADEQUATE.
3. IF THE FUSED AC DISCONNECT WIRE RUN EXCEEDS 10 FT FROM THE POINT OF INTERCONNECTION, CABLE LIMITERS OR CURRENT-LIMITED CIRCUIT BREAKERS MUST BE INSTALLED FOR EACH UNGROUNDED CONDUCTOR PER NEC 705.31.

Castillo Engineering
SOLAR DONE RIGHT
CASTILLO ENGINEERING SERVICES, LLC
CGA # 28345
620 N. WYMORE ROAD
SUITE 250,
MAITLAND, FL 32751
TEL (407) 289-2575
ERMOCRATES E. CASTILLO - FL PE 52590

COPYRIGHTED BY CASTILLO ENGINEERING SERVICES, LLC

REVISIONS

DESCRIPTION	DATE	REV

PROJECT INSTALLER

Unicity Solar Energy

Digitally signed by: Ermocrates E Castillo
Date: 2021.05.05 14:55:28

PROJECT NAME

HUSSAIN RESIDENCE
611 NE 41ST ST,
OCALA, FL 34479

SHEET NAME

ELECTRICAL LINE DIAGRAM

SHEET SIZE

ANSI B
11" X 17"

SHEET NUMBER

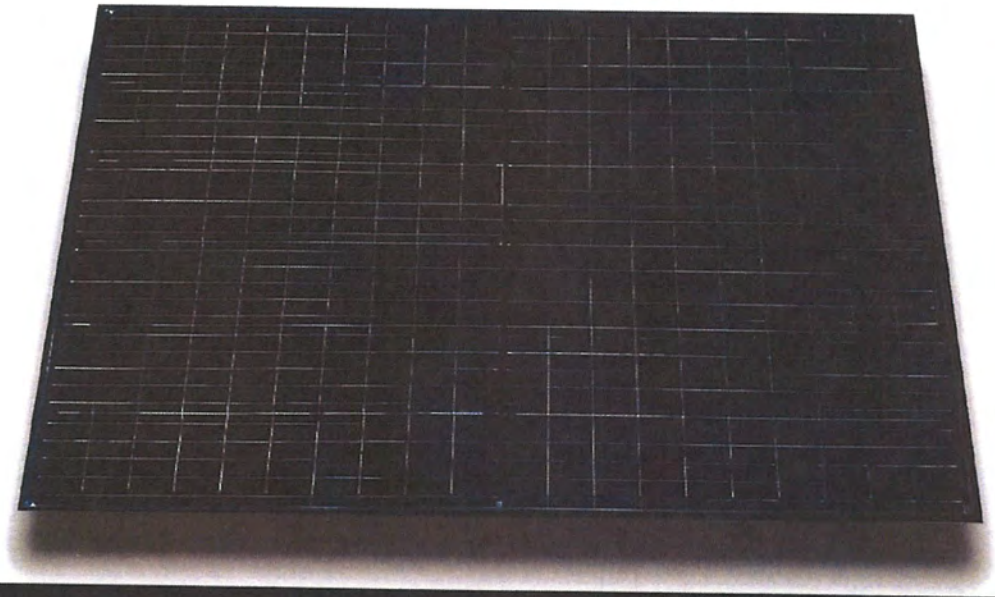
E-01

1009

DNA-120

ALL-BLACK BI-FACIAL DESIGN

330W I 325W I 320W



Maximize Energy Production

High-efficiency, Bi-facial half-cut cell panel

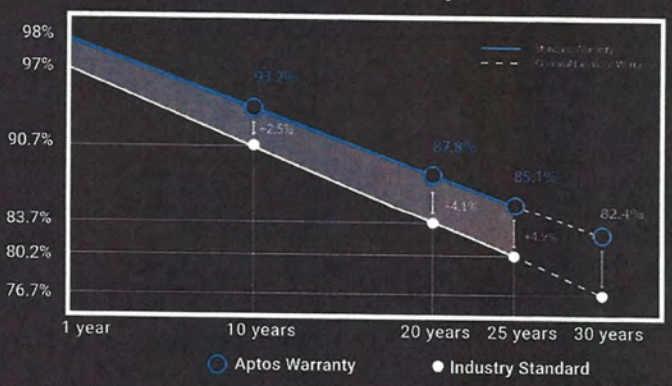
- Produce upt 30% more energy with rear-side generation
- Designed & engineered for extreme weather
  5400 Pa snow load
  5400 Pa (210 mph) wind load
- All-black design for pristine aesthetics
- 25 year extended product warranty*
  30 year extended peak power warranty*

Our DNA Half-cut Cell Series impressively combines advanced technologies to maximize performance. Produce up to 30% more energy with the bi-facial rear side generation. Our patented DNA, Dual Nano Absorber, technology allows for panel to harvest energy from all directions and operate exceptionally in high heat temperatures.

*Aptos Solar Technology solar panels come with a standard 15 product warranty and 25 year peak power warranty. Customers must select optional warranty upgrade package to qualify extended 25 year product warranty and extended 30 year peak power warranty.

wwww.aptossolar.com I info@aptossolar.com

Linear Performance Warranty



Factory Certifications

ISO 9001 ISO 14001 OSHA 18001

Product Certifications

UL LISTED TÜV SÜD

aptos solar technology



DNA-120

BLACK FRAME, TRANSPARENT BACKSHEET
HIGH EFFICIENCY, BI-FACIAL HALF-CUT CELL PANEL

aptos
solar technology

ELECTRICAL SPECIFICATIONS (+3%/-0%)

	DNA-120-BF23-320W	DNA-120-BF23-325W	DNA-120-BF23-330W
STCrated output P_{mpp}(W)	320	325	330
Module Efficiency	18.85%	19.13%	19.43%
Open Circuit Voltage V_{voc} (V)	40.21	40.3	40.39
Short Circuit Current I_{sc} (A)	10.06	10.15	10.25
Rated Voltage V_{mmp} (V)	32.96	33.1	33.24
Rated Current I_{mmp} (A)	9.73	9.82	9.93

Standard Test Conditions for front-face of panel:
1000 W/m^2, 25 °C, measurement uncertainty ≤3%

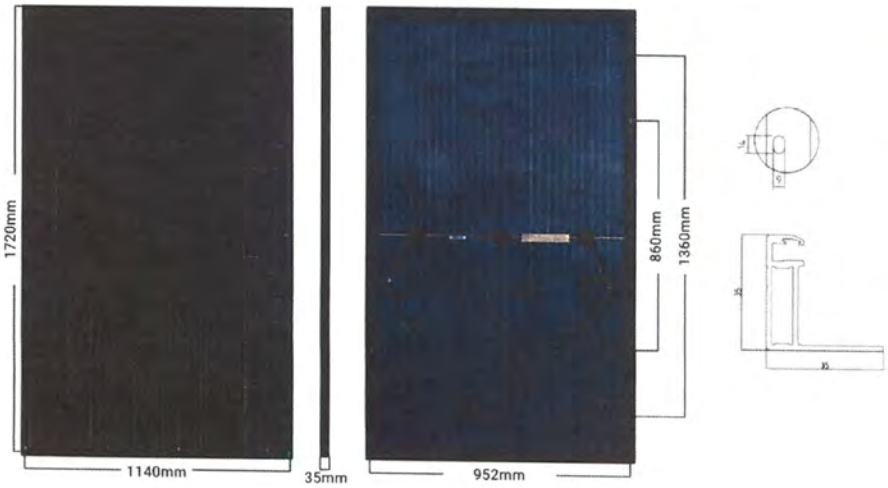
TEMPERATURE COEFFICIENTS

Temperature Coefficients P_{mpp}	-0.36%/°C
Temperature Coefficients I_{sc}	+0.046%/°C
Temperature Coefficients V_{oc}	-0.306%/°C
Normal Operating Cell Temperature (NOCT)	45 °C

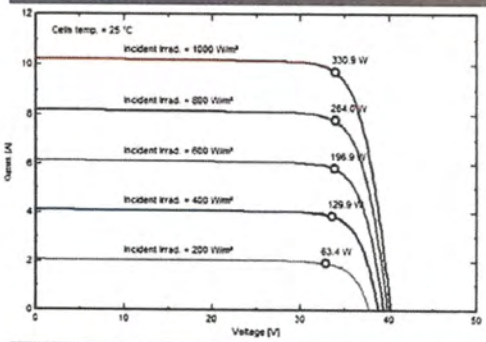
TEST OPERATING CONDITIONS

Maximum Series Fuse	20A
Maximum System Voltage	1,500 VDC (UL&IEC)
Maximum Load Capacity (Per UL1703)	Front Load: 5400 PA Snow load / 113 PSF / 2052 lbs. Rated Load Rear Load: 5400 PA Wind load / 113 PSF / 210 MPH Rated Load
Fire Performance Class	Class C/Type 1

MODULE DIMENSIONS



I-V CURVE



BI-FACIAL OUTPUT

P_{mpp}(W) at STC	330	335	340
Bi-facial Boost 5%	342	347	352
Bi-facial Boost 10%	353	358	364
Bi-facial Boost 15%	365	370	376

MECHANICAL PROPERTIES

Cell Type	Monocrystalline
Glass	Low Iron, Tempered
Frame	Anodized Aluminum Alloy
Junction Box	IP67
Dimension	1704 x 1008 x 35 mm
Output Cable	4mm² (EU)12AWG, 39.37in(1000mm)
Weight	43.0lbs.(19.5kg)
Cable Length	1200mm

PACKAGING CONFIGURATION

Number of Modules per Pallet	30
Number of Pallets per 40ft HQ Container	26
Pallet Dimensions (mm)	1720X 1140 X 35
Pallet weight (kg)	620
Container weight (kg)	16120

Aptos Solar Technology reserves the right to make specification changes without notice

3140 De La Cruz Blvd , Ste. 200
Santa Clara, CA 95054
www.aptossolar.com | info@aptossolar.com

DNA-120-BF23-XXXW
RESIDENTIAL | COMMERCIAL

Data Sheet
Enphase Microinverters
Region: AMERICAS

Enphase IQ 7 and IQ 7+ Microinverters

The high-powered smart grid-ready Enphase IQ 7 Micro™ and Enphase IQ 7+ Micro™ dramatically simplify the installation process while achieving the highest system efficiency.

Part of the Enphase IQ System, the IQ 7 and IQ 7+ Microinverters integrate with the Enphase IQ Envoy™, Enphase IQ Battery™, and the Enphase Enlighten™ monitoring and analysis software.

IQ 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.



Easy to Install

- Lightweight and simple
- Faster installation with improved, lighter two-wire cabling
- Built-in rapid shutdown compliant (NEC 2014 & 2017)

Productive and Reliable

- Optimized for high powered 60-cell and 72-cell* 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)

* The IQ 7+ Micro is required to support 72-cell modules.

UL CERTIFIED
SAFETY US-CA E341165

To learn more about Enphase offerings, visit **enphase.com**

ENPHASE

Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this _____day of _____, 20_____, by and between Adel Hussain, (hereinafter called "**Customer**"), located at 611 NE 41st ST 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: 611 NE 41st ST,,Ocala FL 34479

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)

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)

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)

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)

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)

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)

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)

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)

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)

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility:

By: _____

Title: _____

Date: _____

Customer:

By: Adel Hussain
(Print Name)

(Signature)

Date: 6/21/2021

City of Ocala Electric Utility Account Number:

515653208825

Approved as to form and legality:

_____
Robert W. Batsel, Jr.
Assistant City Attorney

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this _____ day of _____, 20____, 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 Adel Hussain, 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)

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)

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)

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)

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)

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility

By: _____

Title: _____

Date: _____

Florida Municipal Power Agency

By: _____

Title: _____

Date: _____

Customer

By: Adel Hussain Date: 6/21/2021
(Print Name)

(Signature)

Customer's City of Ocala Electric Utility Account Number: 515653208825

Approved as to form and legality:

_____
Robert W. Batsel, Jr.
Assistant City Attorney

(Continued on Sheet No. 20.6)

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.

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 **DONALD GIALANELLA** ("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** ("Artwork") and all intellectual property rights therein; and

WHEREAS, Artist desires to loan the Artwork to City for public display and 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 to the City for the **OCALA OUTDOOR SCULPTURE COMPETITION 2022-2023** located at **213 NE 5TH STREET, OCALA, FL 34470** from **JANUARY 13, 2022** through **JANUARY 14, 2024.**
   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.

3. **LOAN PERIOD, RENEWAL AND TERMINATION.** The Artwork Loan Period ("Loan Period") shall begin on **JANUARY 13, 2022** and shall end on **JANUARY 14, 2024**, 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 **JANUARY 13, 2022**. Artist shall retrieve the Artwork, or cause the artwork to be retrieved, from City no later than **JANUARY 14, 2024** unless otherwise agreed to by the parties.

   A. **Delivery of Artwork**: City shall take possession of the Artwork at **213 NE 5TH STREET, OCALA, FLORIDA, 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 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. 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.

C. **Installation and De-Installation of Artwork**: 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 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. Notwithstanding the foregoing, City shall pay honoraria to Artist in the amount of **TWO THOUSAND AND NO/100 DOLLARS ($2,000)** in the form of a check made payable to **DONALD GIALANELLA.**

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 amount 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. Artist shall supply City with any written maintenance instructions for the Artwork as applicable. In the event of damage to the Artwork requiring restoration or repair, the City shall, if practicable, offer the Artist the first opportunity to restore or repair the Artwork and, in any case, shall consult with the Artist with respect to the restoration or repairs. If no response is received from the Artist within **FIVE (5)** business days, City shall have the right to proceed in any manner listed below and shall provide notice to Artist of its intended course of action:

A. City may repair the Artwork at its own expense after providing reasonable notice to Artist of the intended course of action and the associated costs prior to undertaking such repairs. Within **FIVE (5)** business days of receipt of such notice, Artist shall have the right to provide City with written notice of its denial of City's proposed repair and its election undertake the

repairs itself, but in any such case Artist shall pay any costs exceeding the cost estimate provided in City's notice.

B. City may de-install and surrender possession of the Artwork to Artist pursuant to Paragraph 4, above.

11. **RISK OF LOSS DURING LOAN PERIOD.** The risk of loss or damage to the Artwork during the Loan Period shall be the responsibility of the City upon acceptance of the Artwork by 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**; or (b) $15,000.00. The amounts set forth in **Exhibit A** 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: Donald Gialanella
910 Southern Pine Court NE
St. Petersburg, Florida 33703
Phone: 607-547-1071
Email: livesteel@gmail.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: Robert W. Batsel, Jr.
Gilligan, Gooding, Batsel, Anderson & Phelan, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707
Fax: 352-867-0237
Email: rbatsel@ocalalaw.com

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 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 BLANK. SIGNATURE PAGE TO FOLLOW.]

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

ATTEST:

_____

Angel B. Jacobs
City Clerk

CITY OF OCALA

_____

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

_____

Robert W. Batsel, Jr.
City Attorney

ARTIST

_____

Donald Gialanella

Artist: Donald Gialanella

Title: Gaia, 2018

Dimensions: 9′ x 5.5′ x 8′

Weight: 250 lbs.

Material: Stainless steel

Cost: $40,000



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 **GUSTAVO OCAMPO, LLC**, (EIN: 83-0865071) ("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** ("Artwork") and all intellectual property rights therein; and

WHEREAS, Artist desires to loan the Artwork to City for public display and 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 to the City for the **OCALA OUTDOOR SCULPTURE COMPETITION 2022-2023** located at **213 NE 5TH STREET, OCALA, FL 34470** from **JANUARY 13, 2022** through **JANUARY 14, 2024.**
   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.

3. **LOAN PERIOD, RENEWAL AND TERMINATION.** The Artwork Loan Period ("Loan Period") shall begin on **JANUARY 13, 2022** and shall end on **JANUARY 14, 2024**, 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 **JANUARY 13, 2022**. Artist shall retrieve the Artwork, or cause the artwork to be retrieved, from City no later than **JANUARY 14, 2024** unless otherwise agreed to by the parties.

   A. **Delivery of Artwork**: City shall take possession of the Artwork at **213 NE 5TH STREET, OCALA, FLORIDA, 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 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. 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.

C. **Installation and De-Installation of Artwork**: 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 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. Notwithstanding the foregoing, City shall pay honoraria to Artist in the amount of **TWO THOUSAND AND NO/100 DOLLARS ($2,000)** in the form of a check made payable to **GUSTAVO OCAMPO, LLC.**

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 amount 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. Artist shall supply City with any written maintenance instructions for the Artwork as applicable. In the event of damage to the Artwork requiring restoration or repair, the City shall, if practicable, offer the Artist the first opportunity to restore or repair the Artwork and, in any case, shall consult with the Artist with respect to the restoration or repairs. If no response is received from the Artist within **FIVE (5)** business days, City shall have the right to proceed in any manner listed below and shall provide notice to Artist of its intended course of action:

A. City may repair the Artwork at its own expense after providing reasonable notice to Artist of the intended course of action and the associated costs prior to undertaking such repairs. Within **FIVE (5)** business days of receipt of such notice, Artist shall have the right to provide City with written notice of its denial of City's proposed repair and its election undertake the

repairs itself, but in any such case Artist shall pay any costs exceeding the cost estimate provided in City's notice.

B. City may de-install and surrender possession of the Artwork to Artist pursuant to Paragraph 4, above.

11. **RISK OF LOSS DURING LOAN PERIOD.** The risk of loss or damage to the Artwork during the Loan Period shall be the responsibility of the City upon acceptance of the Artwork by 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**; or (b) $15,000.00. The amounts set forth in **Exhibit A** 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: Gustavo Ocampo, LLC
Attn: Gus and Lina Ocamposilva
109 S. Bayview Boulevard, Suite C
Oldsmar, Florida 34695
Phone: 727-804-2693
Email: guslinafineart@hotmail.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: Robert W. Batsel, Jr.
Gilligan, Gooding, Batsel, Anderson & Phelan, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707
Fax: 352-867-0237
Email: rbatsel@ocalalaw.com

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 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 BLANK. SIGNATURE PAGE TO FOLLOW.]

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

ATTEST:

_____

Angel B. Jacobs
City Clerk

CITY OF OCALA

_____

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

_____

Robert W. Batsel, Jr.
City Attorney

GUSTAVO OCAMPO, LLC

_____
(Name)

_____
(Title)

Artist: Gus and Lina Ocamposilva

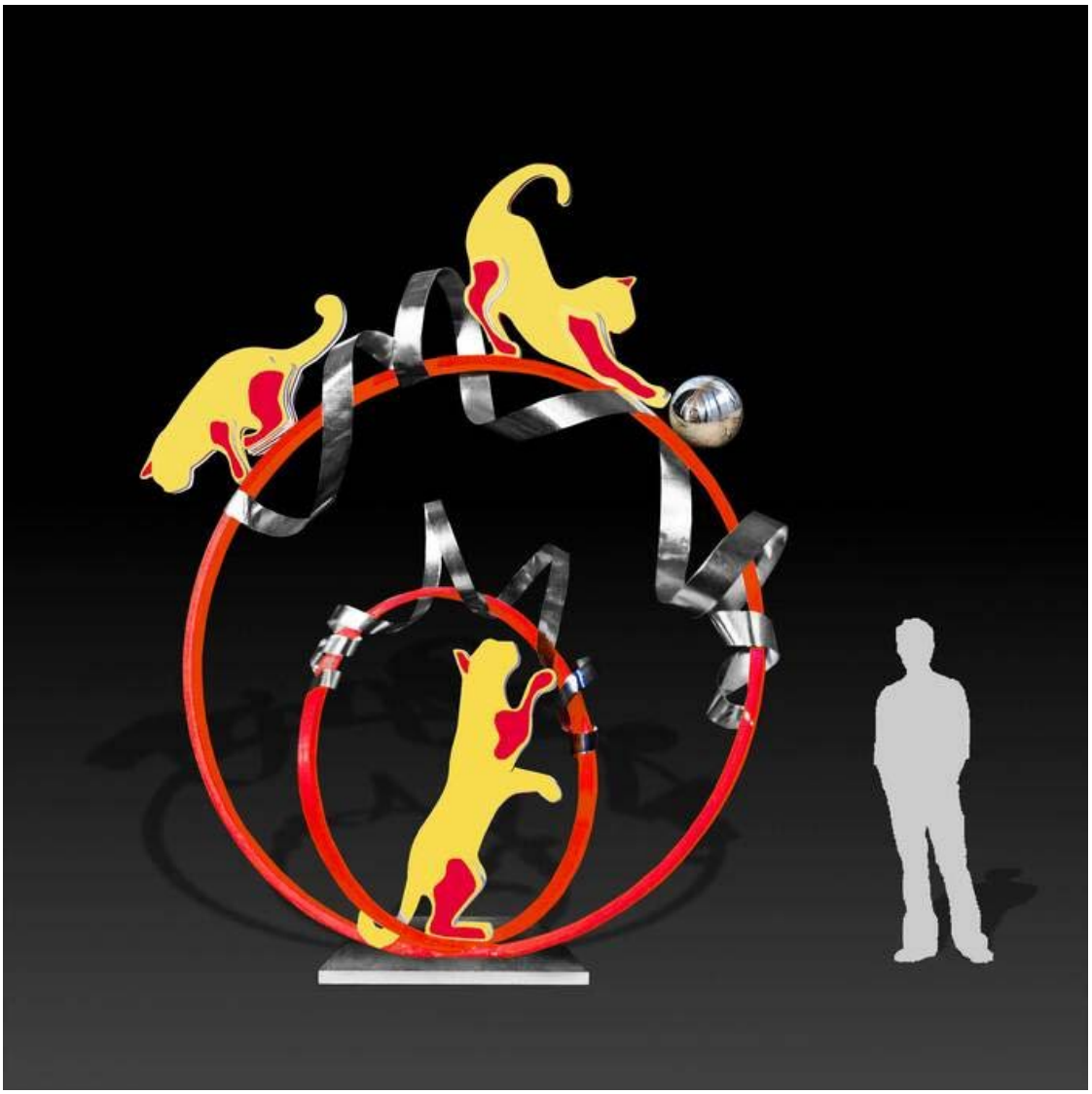
Title: The Three Musketeers, 2020

Dimensions: 13′ 6″ Hx 11′6″W x 6′ D

Weight: 300 lbs.

Material: Aluminum-enamels

Cost: $30,000



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 **ROBERT PORRECA** ("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** ("Artwork") and all intellectual property rights therein; and

WHEREAS, Artist desires to loan the Artwork to City for public display and 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 to the City for the **OCALA OUTDOOR SCULPTURE COMPETITION 2022-2023** located at **213 NE 5th Street, Ocala, FL 34470** from **JANUARY 13, 2022** through **JANUARY 14, 2024.**
   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.

3. **LOAN PERIOD, RENEWAL AND TERMINATION.** The Artwork Loan Period ("Loan Period") shall begin on **JANUARY 13, 2022** and shall end on **JANUARY 14, 2024**, 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 **JANUARY 13, 2022**. Artist shall retrieve the Artwork, or cause the artwork to be retrieved, from City no later than **JANUARY 14, 2024** unless otherwise agreed to by the parties.

   A. **Delivery of Artwork**: City shall take possession of the Artwork at **213 NE 5TH STREET, OCALA, FLORIDA, 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 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. 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.

C. **Installation and De-Installation of Artwork**: 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 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. Notwithstanding the foregoing, City shall pay honoraria to Artist in the amount of **TWO THOUSAND AND NO/100 DOLLARS ($2,000)** in the form of a check made payable to **ROBERT PORRECA**.

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 amount 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. Artist shall supply City with any written maintenance instructions for the Artwork as applicable. In the event of damage to the Artwork requiring restoration or repair, the City shall, if practicable, offer the Artist the first opportunity to restore or repair the Artwork and, in any case, shall consult with the Artist with respect to the restoration or repairs. If no response is received from the Artist within **FIVE (5)** business days, City shall have the right to proceed in any manner listed below and shall provide notice to Artist of its intended course of action:

A. City may repair the Artwork at its own expense after providing reasonable notice to Artist of the intended course of action and the associated costs prior to undertaking such repairs. Within **FIVE (5)** business days of receipt of such notice, Artist shall have the right to provide City with written notice of its denial of City's proposed repair and its election undertake the

repairs itself, but in any such case Artist shall pay any costs exceeding the cost estimate provided in City's notice.

B. City may de-install and surrender possession of the Artwork to Artist pursuant to Paragraph 4, above.

11. **RISK OF LOSS DURING LOAN PERIOD.** The risk of loss or damage to the Artwork during the Loan Period shall be the responsibility of the City upon acceptance of the Artwork by 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**; or (b) $15,000.00. The amounts set forth in **Exhibit A** 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:
Robert Porreca
621 Yaronia Drive S
Columbus, Ohio 43214
Phone: 614-267-2486
Email: rlporreca@att.net

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:
Robert W. Batsel, Jr.
Gilligan, Gooding, Batsel, Andersn & Phelan, P.A.
1531 SE 36th Avenue
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Phone: 352-867-7707
Fax: 352-867-0237
Email: rbatsel@ocalalaw.com

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 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 BLANK. SIGNATURE PAGE TO FOLLOW.]

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

ATTEST:

_____

Angel B. Jacobs
City Clerk

CITY OF OCALA

_____

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

_____

Robert W. Batsel, Jr.
City Attorney

ARTIST

_____

Robert Porreca

Artist: Robert Porreca

Title: Murder of Crows, 2020

Dimensions: 7′ x 5′ x 4′

Weight: N/A

Material: Epoxy, Resin, Fiberglass, Carbon Fiber, Kevlar Cloth

Cost: $5,200



TELECOMMUNICATIONS & CO-LOCATION SERVICES AND LEASE AGREEMENT

THIS AGREEMENT made this 1 day of December, 2021 (the "Effective Date") by and between the **CITY OF OCALA**, a Florida municipal corporation, by and through its Ocala Fiber Network ("City" or "OFN") and **BLUE STREAM COMMUNICATIONS, LLC** ("Customer").

WHEREAS:

A. Ocala Fiber Network ("OFN") owns certain office and storage space (the "Co-location Space") within its municipal buildings in Ocala, Florida suitable for the placement and operation of telecommunications equipment; and

B. Customer desires to lease the use of the Co-location Space for the purpose of placing therein its own telecommunications equipment (hereinafter, the "Equipment"); and

C. Customer is responsible for adhering to OFN's security procedures, and informing affected vendors of their related responsibilities and OFN of any security incidents; and

D. OFN is willing to grant Customer the right to occupy and use portions of the Co-location Space upon the terms and conditions hereinafter set forth.

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, the parties hereto agree as follows:

1. **Lease to Co-locate:**

   A. OFN hereby leases to Customer the Rack and/or Slot numbers set forth in **Exhibit A** to this Agreement. The Customer is leased to use this Rack and/or Slot space and the secured space for accessing the assigned Rack and/or Slot number only.

   B. Customers in violation of the Network Operations Center ("NOC") Security policies and procedure will be subject to penalties. The Customer's key card will be revoked on the first offense for 90 days. If an after-business-hours visit is requested, it will only be with an OFN on-call escort. A Call-Out fee will be charged per visit. Additional violations will result in 120-day key card revocation for the second offense, and a one-

year revocation for a third offense. Multiple violations can result in permanent revocation of the Customer's key card access.

C. The Co-location Space will be accessed by Customer with an OFN access card. Customer shall receive an access card upon execution of this Agreement. Justification for additional cards will be issued on a case by case basis. Customer shall notify OFN immediately if an assigned access card is lost or stolen and of terminated employees who were issued or provided a badge. Customer shall be charged a fee of $50 for each new replacement access card. Customer agrees to be responsible for all access cards in its possession and shall return all access cards in its possession, including those in the possession of Customer's employees, contractors or agents upon termination of this Agreement.

D. If the Customer's lease is in a shared area with other OFN customers or OFN, a key will be issued for Customer's use and access to the space. If the Customer does not return the key to OFN upon termination of this Agreement, a penalty of $50 shall be charged to the Customer. OFN shall be notified by the Customer immediately if an assigned key is lost or stolen and of terminated employees who were issued or provided a key.

E. Customer is responsible for the ensuring their own equipment and resident data is secured, including physical precautions.

F. Customer shall utilize the Co-location Space only for interconnection of their Equipment through the network services of OFN.

G. This Agreement is a lease to use specific Rack and/or Slot numbers and access space as identified in **Exhibit A.** The Customer shall be required to enter into a separate Agreement to Lease any other services with OFN.

H. In connection with the Co-location Space leased hereunder, OFN shall perform at no additional charge janitorial services, environmental systems maintenance, and power plant maintenance of the Network Operation Center. However, Customer shall be required to maintain their Co-location Space in an orderly manner and shall be responsible for the removal of any trash. Customer shall maintain the Co-location Space in a safe condition, including but not limited to the preclusion of storing combustible materials in the Co-location Space.

I. All visitors will be escorted by card access authorized personnel at all times in the Network Operations Center.

J. Customer acknowledges they have been granted only a lease to occupy a Co-location Space and have not been granted any other real property interests in the Co-location Space.

K. Customer shall provide to OFN written notice of any equipment removal or replacement within twenty-four (24) hours of said removal or replacement.

2. **Term of Agreement and Renewal:**

A. Customer's lease to occupy the Co-location Space shall begin on the Service Date and end on the Termination Date set forth in **Exhibit A**.

B. After the Termination Date, Customer's lease shall continue in effect on a month-to-month basis upon the same terms and conditions specified herein, excluding price changes as set forth in paragraph 3E herein, until terminated by OFN or Customer as set forth herein.

C. Upon termination of this Agreement for any reason Customer agrees to remove the Equipment and other property that has been installed by Customer or Customer's agent. In the event such Equipment or property has not been removed within 90 days of the effective termination date, the Equipment shall be deemed abandoned and Customer shall lose all rights and title thereto and OFN has the right to remove or relocate Customer's equipment.

D. Customer is responsible to promptly notify OFN of changes made to technical or administrative contact information.

E. Customer is responsible for maintaining and providing OFN a list of authorized personnel, Cities and contractors.

F. Customer is responsible for developing their own disaster recovery and business continuity plans that address their inability to access or utilize OFN's services.

G. Customer is responsible for ensuring that adequate mechanisms are in place to monitor and protect content of any information transmitted through their network.

3. **Prices, Payment Terms and Security Deposit:**

A. Beginning on the Service Date and continuing throughout the initial term of this Agreement, the Customer shall pay to the Utility those fees as set forth in the monthly rate schedule attached hereto as **Exhibit A – Service Pricing**. The total initial service rate under this Agreement shall be **ONE THOUSAND FOUR HUNDRED TWENTY-FIVE AND NO/100 DOLLARS PER MONTH ($1425.00/Per Month)**, plus a **onetime pre-payment of $38,000.00** for construction incurred by the Utility, excluding any applicable fees or taxes excluding any applicable fees or taxes. Customer shall pay OFN monthly recurring fees and invoiced to the Customer as part of the monthly City of Ocala Utility Services bill. The first month's fee will be prorated from the service date as identified in **Exhibit A** and each whole month will be billed thereafter. If Customer terminates this Agreement prior to the expiration of the initial term of this Agreement, the Customer will be liable for the payments remaining in the Service Agreement period.

B. This Agreement will be invoiced as part of the City utility billing procedures set forth in Chapter 70, Article VII, of the City of Ocala Code of Ordinances and therefore subject to all related commitments of the utility bill. This includes, but is not limited to, late charges if payment is not received within the payment term period.

C. Prices do not include taxes, except as specifically stated herein. Customer agrees to pay or reimburse OFN for any applicable taxes that are levied based on the transactions hereunder. Any such charges shall be invoiced and payable within the payment terms of this Agreement. OFN agrees to provide Customer with reasonable documentation to support invoiced amounts applied to taxes within 30 calendar days of receipt of a Customer's written request.

D. Customer agrees to reimburse OFN for all reasonable repair or restoration costs associated with damage or destruction caused by Customer's personnel, Customer's agents, Customer's suppliers/contractors or Customer's visitors or as a consequence of Customer's removal of the Equipment or property installed in the Co-location Space.

E. **Price changes.** After the initial term, OFN has the right to change the recurring fee rate set forth herein by providing a thirty (30) day written notice to Customer. Thereafter, Customer has the right to continue this Agreement at the new rate or reject the new rate and terminate this Agreement.

4. **Additional Terms:**

A. Customer shall not make any construction changes or material alterations to the interior or exterior portions of the Co-location Space, including any cabling or power supplies for the Equipment, without obtaining OFN's written approval for Customer to have the work performed or have OFN perform the work. OFN reserves the right to perform and manage any construction or material alterations within the Co-location Space and Co-location Space areas at rates to be negotiated between the Parties hereto.

B. Customer's use of the Co-location Space, installation of Equipment and access to the Co-location Space shall at all times be subject to Customer's adherence to the generally accepted industry standards, security rules and rules of conduct established by OFN for the Co-location Space.

C. Customer may not provide, or make available to any third party, Co-location space within the Co-location Space without OFN's prior written consent. If Customer should provide, or make available to any third party, Co-location space within the Co-location Space without obtaining the written consent of OFN, Customer shall be in breach of this Agreement and OFN may pursue any legal or equitable remedy, including but not limited to the immediate termination of this Agreement.

D. OFN reserves the right to require Customer to relocate Customer's equipment within the building that houses its equipment or to change the location of the Co-location Space to a site which shall afford comparable environmental conditions for the Equipment and comparable accessibility to the Equipment. Except in the case of an emergency, OFN shall provide thirty (30) days prior written notice of any such relocation. OFN and Customer will work together in good faith to minimize any disruption of Customer's services as a result of such relocation. OFN shall be responsible for the cost of improving the Co-location Space to which the Equipment may be relocated, and for relocation of Equipment interconnected to OFN services. Customer shall have no claim against OFN for any other relocation expenses.

E. Customer shall not be entitled to any part of any award that may be made for any eminent domain proceeding or condemnation taking or the value of any un-expired term or renewed periods that result from a termination by OFN under this provision, or any loss of business from full or partial interruption or interference due to any such

eminent domain proceeding or condemnation action. However, nothing contained in this Agreement shall prohibit Customer from seeking any relief or remedy against the condemning authority in the event of an eminent domain proceeding or condemnation that affects the Co-location Space.

5. **Default:**

   A. 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.

   B. City reserves the right to immediately cancel or annul the whole or any part of this Agreement due to failure of the Customer to carry out any obligation, terms, or conditions of the Agreement. If Customer defaults, City may seek all legal and equitable remedies available to it. Upon default, the Customer shall remain liable for all the recurring fees owed pursuant to this Agreement. City may also suspend or terminate service to Customer pursuant to any Agreement for leased services with City in the event of nonpayment by the Customer.

6. **Termination:** Customer may terminate this Agreement after the initial term, by providing City thirty (30) days written notice. Accounts must be current at the time notice is submitted to City. Any termination shall not relieve the Customer of its obligation to pay any charges for the remaining term or incurred hereunder for services rendered prior to the date requested in Customer's written termination request. Moreover, City may terminate this Agreement, or suspend the provision of Service to the Customer without notice at any time in the event of the occurrence of any of the following:

   A. Failure by the Customer to pay all required rates and charges under this Agreement to City on the payment date specified in the Utility billing statement.

   B. Breach of any covenant, terms or conditions of the Agreement.

C. The Customer makes an assignment for the benefit of creditors or becomes bankrupt of insolvent of takes benefit of or becomes subject to any legislation in force relating to bankruptcy or insolvency, it being understood that the appointment of a Receiver or Trustee of the property and assets of the Customer is conclusive evidence thereof.

D. Ocala Fiber Network is unable to provide the service by reason of any law, rule, regulation, or municipal, state or federal authority, including but not limited to, any regulatory authority having jurisdiction over Ocala Fiber Network.

E. If for any reason, Ocala Fiber Network deems it necessary, and in the best interest of City, that the Customer be removed from Co-location building immediately.

7. **Warranties, Remedies and Disclaimers:**

A. Customer agrees to maintain at Customer's sole expense a general liability insurance policy issued by a Florida licensed insurance company of Customer's selection which provides limits of liability of at least $200,000. A certificate of insurance must be mailed to the attention of the City's Procurement Department, 110 SE Watula Ave, Ocala, FL 34471 evidencing coverage and naming the City of Ocala as an additional insured. Ocala Fiber Network is indemnified for any and all Customer equipment, software and data loss.

B. City shall not be liable for any harm to business, including lost revenues, lost savings or lost profits suffered by Customer in any action for breach of contract, warranty, strict liability, or tort, including without limitation, negligence of any kind, whether active or passive.

C. THE CO-LOCATION SPACE IS ACCEPTED "AS IS" BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIONS HAVE BEEN MADE BY CITY AS TO THE FITNESS OF THE CO-LOCATION SPACE FOR CUSTOMER'S INTENDED PURPOSE. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS ARTICLE, THERE ARE NO WARRANTIES, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE CO-LOCATION SPACE OR SERVICES COVERED OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MOREOVER, THE REMEDIES PROVIDED IN THIS ARTICLE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES.

D. If any Event of Default occurs, City shall have the right, at the option of City, to pursue all remedies available at law or equity, including the termination of this Agreement and all rights of Customer hereunder. Notwithstanding City's termination of the Agreement, Customer shall remain liable to City for all claims for damages, costs or attorneys' fees arising prior to such termination.

8. **Excused Performance:** Neither Party shall be liable to the other Party under this Agreement for any failure or delay in performance that is due to causes beyond its reasonable control, including but not limited to, acts of nature, governmental actions, fires, civil disturbances, interruptions of power, or transportation problems.

9. **Publicity:** Customer shall not use City's name in public or press releases without Ocala Fiber Network's prior written consent.

10. **Limitation of Liability:** In no event shall City, Customer, or any of their respective officers, directors, agents, contractors or employees, be liable, one to the other, for any loss of profit or revenue or for indirect, incidental, special, punitive or exemplary damages incurred or suffered by each other, arising from or pertaining to Customer's use or occupancy of the Co-location Space including, without limitation damages arising from interruption of electrical power or HVAC services.

11. **Relationship of parties:** Neither this Agreement, nor any term, provision, payment or right hereunder shall in any way or for any purpose constitute or cause City to become or be deemed a partner of Customer in the conduct of its business, or otherwise, or to cause City to become or be deemed a joint adventurer or a member of a joint enterprise with Customer, as City is and shall remain an independent contractor by reason of this Agreement.

12. **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, addressed to the respective parties as follows:

If to City:

City of Ocala
Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, FL 34471
Tel: 352-629-8366
E-Mail: tkimball@ocalafl.org

If to Customer

Blue Stream Communications, LLC
Christopher Watson / Joe Canavan
4001 SW 53rd Ave
Ocala, FL 34474
Tel: 347-236-2870 A
E-mail: cwatson@bluestreamfiber.com
jcanavan@bluestreamfiber.com

13. **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.

14. **PUBLIC RECORDS.** The City shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the City 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 City 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 City or keep and maintain public records required by the public agency to perform the service. If the City transfers all public records to the public agency upon completion of the contract, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the contract, the City 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 CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'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.

15. **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.

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. **Indemnity:** Customer 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 activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement.

18. **Assignment:** This Agreement shall not be assigned by Customer without the prior written consent of City.

19. **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.

20. **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.

21. **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 or the right to bring an action or proceeding in any other court. Service of any court paper may be affected 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.

22. **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.

23. **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.

24. **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.

25. **Section Headings:** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

26. **Electronic Signature(s).** Customer, 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.

27. **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.

28. **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. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

BLUE STREAM COMMUNICATIONS, LLC



Customer Name Joseph Canavan
Title CEO

CITY OF OCALA

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.
City Attorney

Exhibit A-Service Pricing

Details of Co-location Space Telecommunications Services

Address of Co-Location Space:	206 SE 3RD ST, OCALA FL
Rack/Slot Number:	TBD
Monthly Dark Fiber Rate:	$1300.00 – FROM 206 SE 3RD ST TO 4001 SW 53RD AVE, OCALA FL
Monthly Co-Location Rate:	$125.00 - CO-LOCATION SPACE SHELF
Total Recurring Monthly Rate and Term:	$1425.00
Service Date:	11/24/2021
Termination Date:	11/24/2024
Emergency Contact Number:	347-236-2870

COOPERATION AGREEMENT – 2022 BEGINNING OF BOLTED ART (BOBA) BRUNCH

THIS COOPERATION AGREEMENT – 2022 BEGINNING OF BOLTED ART (BOBA) BRUNCH ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **MAGNOLIA ART XCHANGE**, a non-profit corporation duly organized and authorized to do business in the State of Florida (EIN: 47-4614706) ("MAX").

R E C I T A L S :

WHEREAS, it is the common goal of City and MAX to encourage learning opportunities through the Artist in Residency Program as defined in Ocala's Community Cultural Arts Plan; and

WHEREAS, it is the common goal of City and MAX to celebrate community arts assets through events that highlight said assets and create accessibility to the arts; and

WHEREAS, it is the common goal of City and MAX to maximize the impact of their respective resources through collaboration; and

WHEREAS, City and MAX desire to facilitate their common goals, as set forth above, through the 2022 Beginning of Bolted Art (BOBA) Brunch (the "Event").

NOW THEREFORE, in consideration of the foregoing Recitals, the following mutual promises and benefits to the parties hereto, the adequacy of which is freely acknowledged, City and MAX do hereby agree as follows:

T E R M S A N D C O N D I T I O N S :

1. **RECITALS**. City and MAX hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **PURPOSE.** This Agreement shall serve as the premise for and govern the cooperation between City and MAX for the **2022 BEGINNING OF BOLTED ART (BOBA) BRUNCH** (the "Event") to be held at the Ocala Union Train Station on **FEBRUARY 19, 2022**.
3. **EFFECTIVE DATE, TERM, AND TERMINATION.** This Agreement shall become effective commencing the date the last party signs the Agreement and continuing through and including **FEBRUARY 28, 2022** (the "Term").
   A. **Termination**: This Agreement may be terminated by either City or MAX for convenience and without cause upon providing written notice to the other party at least **THIRTY (30)** days prior to the effective date of such termination.
4. **COSTS, EXPENSES, AND REVENUE SHARE.** The parties acknowledge and agree that for business carried out by each of the parties pursuant to this Agreement, City and MAX shall each bear their respective costs and expenses.

A. **Sponsorships**: All sponsorships solicited and received shall be made part of the Tuscawilla Art Park Series and shall be retained by the City of Ocala for to provide cost recovery for event expenses, promotions, and catering.

B. **Ticket Sales and Donations:**

1) City shall be responsible for selling tickets for the Event both in-person and via the EventBrite platform and shall collect all funds for event ticket sales.

2) In accordance with the terms of this Agreement, City shall donate **FIVE AND NO/100 DOLLARS ($5.00)** to MAX for every ticket sold to the Event to be used towards a scholarship for its Artist in Residency Program within **THIRTY (30) DAYS** of the completion of the Event.

3) Any additional donations secured by MAX during the Event shall be retained by and/or paid directly to MAX.

5. **COOPERATION AND PUBLICITY**. The parties agree that they will collaborate in the development of event programs, radio and/or print advertising, event materials, and sponsorship solicitation. The parties agree not to use the name, logo, seal, or other likeness of the other party without prior written approval. Where relevant, branding will be accomplished in accordance with the parties' respective legal, policy, and procedural requirements.

6. **ROLES AND RESPONSIBILITIES.**

A. **City's Role and Responsibilities**: Under the terms of this Agreement, the parties agree that the City's role and responsibilities shall include:

1) Facilitate the Event's artist discussion program.
2) Contract musical entertainment for the Event.
3) Facilitate the Event permit.
4) Create the Event layout.
5) Design and/or print promotional materials for the Event.
6) Issue press releases.
7) Solicit all vendors for Event.
8) Update the City of Ocala website and social media pages to provide Event information.
9) Solicit sponsorships.
10) Provide staff for set-up and break-down of Event.
11) Create signage for Event.
12) Provide promotional materials to MAX to assist with promoting BOBA.

B. **MAX's Role and Responsibilities**: Under the terms of this Agreement, the parties agree that MAX's role and responsibilities shall include:

1) Ensure the Ocala Union Train Station (three salons, restrooms, and the surrounding train platform) is clean and clear for use for the Event no later than Friday, February 18, 2022.
2) Ensure all paths of egress and doorways are clear.
3) Ensure restrooms are stocked with paper products and soap.
4) Assist with marketing and promotion via MAX's standard promotional methods, including social media sites, newsletters, website calendars, and/or onsite posters/postcards.
5) Provide City with a high-resolution MAX logo for use on promotional materials.
6) Provide one (1) MAX representative that will be present at the Event as a source of information and interest for residency program at MAX.
7) Provide any MAX promotional materials for MAX residency programs.

7. **EFFECT OF AGREEMENT ON LEGAL STATUS**. City and MAX enter into this Agreement with the desire and intent to maintain their own separate and unique missions, mandates, and accountabilities. Unless specifically provided for elsewhere in this Agreement, the mutual cooperation among the parties as outlined in this Agreement shall not be construed as creating any partnership, agency, or other type of legal entity. Unless otherwise specified, nothing in this Agreement shall be construed as superseding or interfering in any way with Agreements entered into between the parties, either prior or subsequent to the execution of this Agreement.

8. **MUTUAL INDEMNIFICATION.** Each party agrees to be responsible and indemnify the other party against the indemnifying party's wrongful or negligent acts or omissions and those of its officers, agents, employees, or subcontracted third parties arising in any way out of this Agreement to the extent permitted by law. The liability of both parties is limited, however, to the limits set forth in section 768.28, Florida Statutes that were in force and effect at the time this Agreement was entered into by the parties. Each party shall bear its own responsibility and be liable for any claims, demands, suits, actions, damages and causes of action arising out of or occurring during travel to or from the Event site.

9. **NO WAIVER OF SOVEREIGN IMMUNITY**. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity protections, rights, or limits to liability provided to both parties under section 768.28, Florida Statutes, or other applicable law. 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.

10. **CONFIDENTIALITY.** Where applicable, the parties will comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.
11. **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.
12. **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 may be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

To City:	Preston Pooser, Director Recreation and Parks City of Ocala 828 NE 8th Avenue Ocala, Florida 34470 Telephone: 352-368-5517 ppooser@ocalafl.org
With a copy to:	Tiffany Kimball, Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Telephone: 352-629-8366 tkimball@ocalafl.org
With a copy to:	Robert W. Batsel, Jr., Esq. Gilligan, Gooding, Batsel & Anderson, P.A. 1531 SE 36th Avenue Ocala, Florida 34471 rbatsel@ocalalaw.com

To MAX:

Justin McDonald, President
Magnolia Art Xchange
531 NE First Avenue
Ocala, Florida 34470
Telephone: 352-629-8414
E-Mail: president@maxocala.org

13. **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.

14. **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.

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. **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.
18. **MUTUALITY OF NEGOTIATION.** MAX and City acknowledge that this Agreement is a result of negotiations between MAX 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.
19. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
20. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
21. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
22. **ELECTRONIC SIGNATURE(S).** Each party, 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.
23. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire understanding 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.

24. **LEGAL AUTHORITY.** The individuals 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.

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

ATTEST:	**CITY OF OCALA**
_____	_____
Angel B. Jacobs	Ken Whitehead
City Clerk	Assistant City Manager
Approved as to form and legality:	**MAGNOLIA ART XCHANGE**
_____	_____
Robert W. Batsel, Jr.	Justin McDonald
City Attorney	President

AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES

THIS AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (the "Utility" or "City"), by and through its fiber utility, Ocala Fiber Network ("OFN"), and **FLORIDA COAST EQUIPMENT, LLC**, a for-profit company organized and duly authorized to conduct business in the State of Florida (EIN#: 59-2490149) ("Customer").

WHEREAS, the City owns and operates a telecommunications fiber optic network as part of its utility services offered in and around the City of Ocala; and

WHEREAS, the Customer desires to lease various fiber optic telecommunication services as noted in **Exhibit A-Service Pricing** from the Utility.

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

1. **RECITALS.** City and Customer hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings specified below:
   A. **Customer:** the end user of the supplied fiber optic service.
   B. **Authorized Users**: users authorized by the Customer to utilize the fiber optic connection.
   C. **Reseller**: a company who purchases fiber optic service to re-sell to a customer, other than the Customer referenced in this Agreement.
   D. **Effective Date**: the date that this Agreement has been fully executed by all parties.
   E. **Service Date**: the date on which fiber optic telecommunication services are installed and ready for Customer use; also the date on which Customer billing begins.
   F. **Access Cost**: the cost to build new networked lines to Customer's service location.
   G. **Live and Ready for Use**: assigned fiber lines ready for transmitting and receiving electronic data flow.
   H. **Initial Term**: shall mean the minimum time period required for lease of fiber optic telecommunication services by the Customer.

3. **SCOPE OF SERVICES.**

   A. Customer agrees to lease from the Utility those services set forth in **Exhibit A – Service Pricing** (the "Services") at the following location(s): **5211 W SILVER SPRINGS BLVD, OCALA FL.**

   B. **Internet Services**. Flexible Bandwidth purchased for Internet usage will coincide with Internet Services commitment. Customer understands that Customer and Customer's Authorized Users may access the Internet through the Service. Customer agrees neither the Utility nor any of its affiliates operates or controls the Internet. City does not warrant in any manner the merchandise, information or services purchased or accessed by Customer from Third Parties. Customer assumes total responsibility and risk for use of the Service and the Internet by Customer and/or Customer's Authorized Users. Neither the City, its' agents, nor affiliates make any express or implied warranties, representations or endorsements whatsoever with regard to said use.

   C. Customer acknowledges that any access to the Service(s) under this Agreement is intended for the use of the Customer and its Authorized Users only. Customer and its Authorized Users shall not resell or share the Service(s) to any other party without having executed a separate Reseller Agreement with the Utility.

   D. Customer will follow the rules set forth in the Fair Use Policy attached hereto as **Exhibit B – Ocala Fiber Network Fair Use Policy.**

4. **EFFECTIVE DATE AND SERVICE DATE.** This Agreement is effective on the date executed by all parties as set forth below (the "Effective Date"). Customer's payment obligations shall not begin until the date that the fiber optic telecommunication services have been installed and the connection is live and ready for use by Customer (the "Service Date").

5. **INITIAL TERM/RENEWAL.** The Initial Term of this Agreement shall commence on the Effective Date and continue for a term of **TWELVE MONTHS (12 Months)** after the Service Date. Thereafter, this Agreement shall automatically renew on a month-to-month basis until services are terminated by either the Customer or the Utility pursuant to this Agreement. At the conclusion of the initial term, the Utility has the right to modify rates by providing a **THIRTY DAY (30-Day)** written notice to Customer. At that time, Customer has the right to reject the new rate and cancel services by providing notice to Utility.

6. **COMPENSATION.** Beginning on the Service Date and continuing throughout the initial term of this Agreement, the Customer shall pay to the Utility those fees as set forth in the monthly rate schedule attached hereto as **Exhibit A – Service Pricing**. The total initial

service rate under this Agreement shall be **NINETY-NINE AND NO/100 DOLLARS PER MONTH ($99.00/Per Month)**, excluding any applicable fees or taxes.

7. **DEFAULT AND TERMINATION.**

   A. 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 such notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

   B. If Customer defaults or terminates this Agreement without cause prior to the expiration of the original term, the Customer will be required to pay all payments remaining under the original Agreement term.

   C. This Agreement will be invoiced monthly as part of Customer's City of Ocala utility bill and therefore subject to all related commitments of the utility bill and billing requirements of the City of Ocala Code of Ordinances. The Utility may suspend or terminate service in the event of nonpayment by the Customer.

   D. Either Party may terminate this agreement for convenience at any time after the Initial Term indicated in Paragraph 5 by providing a **THIRTY DAY (30-Day)** written notice to the other Party.

8. **USE OF CUSTOMER'S PREMISES.** If necessary, the Customer shall provide the Utility with adequate space within its buildings or facilities for the Utility equipment required to furnish the Services and will provide the necessary electrical power to operate the onsite equipment. In addition, Customer will provide the Utility with ingress and egress to the properties, access to the buildings and access to conduit entering the building for telecommunications services from the public right of way, if necessary, to the applicable equipment room for the Utility installation of its cable or wire.

   A. All costs associated with any building modifications or conduit installation on the premises will be borne by the Customer, unless there has been a prior agreement between the parties covering said costs. The Utility will install its wire or cable once the Customer has provided for access.

   B. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals, including easements, license and/or permits where applicable from the owner which will allow the Utility to locate, install and maintain its equipment, cable and wire on the premises and to remove its equipment, cable and wire in the

event of Customer's default of any of the provisions of this Agreement or at the termination of this Agreement.

C. The Utility will have the right to perform inspections and audits of its equipment and fibers for its own internal contract accounting purposes upon reasonable advance notice.

D. All equipment, cable, wire and fiber optic lines provided or installed by the Utility shall remain the property of the Utility. The Customer will provide and allow the Utility access to the premises for normal and emergency maintenance, and if it is necessary, to remove or replace any of the equipment, cable, wire and/or fiber optic lines.

9. **PUBLIC RECORDS.** The City of Ocala shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the City shall:

A. Keep and maintain public records required by the public agency to perform the services set forth herein.

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 Agreement term and following completion of the Agreement if the City does not transfer the records to the public agency.

D. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the City or keep and maintain public records required by the public agency to perform the services set forth herein. If the City transfers all public records to the public agency upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City 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 CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY OF OCALA'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.

10. **MISCELLANEOUS PROVISIONS.**

A. **Assignment.** This Agreement shall not be assigned by Customer without the prior written consent of the Utility. However, either party may assign this Agreement to any entity that acquires all, or substantially all, of that party's assets, or in the case of Utility, Utility's business that is the subject hereof.

B. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.

C. **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.

D. **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.

E. **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 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.

F. **Section Headings.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

G. **Rights of Third Parties.** Unless expressly stated herein to the contrary, 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.

H. **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.

I. **Entire Agreement.** This Agreement, including exhibits, (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.

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

K. **Electronic Signatures.** Customer, 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 containing a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

L. **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 mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

Ocala Fiber Network, Attn: Director
3001 NE 21st St
Ocala, FL 34470
Tele: 352-401-6900 | E-Mail: telecom@ocalafl.org

Florida Coast Equipment, LLC
5211 W Silver Springs Blvd
Ocala, FL 34482 Attn: Susan Keogh
Tele: 352-368-2400
E-Mail: skeogh@floridacoasteq.com

M. **Attorney Fees.** If any civil action, 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 or parties shall be entitled to recover reasonable attorneys' fees and court costs.

N. **Indemnity.** Customer shall indemnify, up to the limits set forth in Florida Statute, s.768.28 in force at the time the contract was entered into by the parties, City of Ocala and its elected officials, employees and volunteers against, and hold City of Ocala and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City of Ocala 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. Nothing in this contract is intended to waive the sovereign immunity protections provided to the parties pursuant to Florida law.

O. **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 or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

P. The City of Ocala Utility Services has adopted an Identity Theft Prevention Program as required under 16 C.F.R. Part 681 for certain covered accounts that may be accessed

in accordance with this agreement. Accordingly, The City of Ocala Utility Services will conduct its activities in accordance with reasonable policies and procedures to detect, prevent, and mitigate the risk of identity theft.

11. **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.
12. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire Agreement between the Utility and the Customer shall only include those documents listed in this section as Exhibits to this Agreement, as follows:

Exhibit A- Service Pricing

Exhibit B– Ocala Fiber Network Fair Use Policy

IN WITNESS WHEREOF, the parties have executed this Agreement on 10/13/2021.

FLORIDA COAST EQUIPMENT, LLC

By: Joe Moreno

(Printed Name)

Dir. IT

(Title)

CITY OF OCALA

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.
City Attorney

CONTRACT#: OFN/ 211139

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

12 MONTH TERM

Service Location:

5211 W SILVER SPRINGS BLVD, OCALA

(Commercial Shared Internet - Silver)

Total Recurring Monthly Rate:

$ 99.00 (Taxes not included in cost. Taxes will be applied where applicable)

Equipment provided by the City of Ocala:

Fiber Termination Box; Fiber Jumper; SFP Optic; Media Converter

Equipment to be Returned to the City of Ocala Customer Service Office Upon Termination:

Fiber Jumper; SFP Optic; Media Converter (Items must be returned within 30 days of account termination)

EXHIBIT B- OCALA FIBER NETWORK (OFN) FAIR USE POLICY

What Is A Fair Use Policy (FUP)
A Fair Usage Policy - FUP, is intended to assure that all broadband customers enjoy the same experience and have access to a quick and reliable service at all times. OFN - Fair Use Policy is designed to make sure that your broadband service is a great value and is a dependable, reliable service whenever you use it.

WHY A FUP Is Needed
As an example, a small number of customers use Peer to Peer or file sharing software. This practice constantly sends and receives video and other very large files throughout the day consuming excessive bandwidth. This type of activity can significantly reduce the speed at which other customers can access the internet during peak hours. OFN will automatically identify the extremely heavy users and manage their bandwidth to protect the service for all our customers.

What Happens If A FUP Breach Happens
OFN will throttle back on their available internet bandwidth for a period of time.

Legal Considerations
OFN may only be used for lawful purposes in accordance with all laws, statutes and regulations in force within the United States. You may not use OFN to send, receive, store, distribute, transmit, post, upload or download any materials or data which:
• violates any Law;
• constitutes harassment;
• promotes or encourages illegal or socially unacceptable or irresponsible behavior;
• is in breach of any third-party rights (including any third-party intellectual property rights);
• has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
• damages or may damage our name and/or reputation

Do not violate anyone's systems or network security

You must not use the OFN's network to violate OFN security or any third party's system or network security by any method including:
• unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
• unauthorized monitoring of data or traffic on any network or system without the express written authorization of the owner of the system or network; or
• unauthorized interference with any user, host, system or network without the express written authorization of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate the OFN network security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):
• programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
• tools designed to compromise the security of other sites;
• programs or services designed to send or facilitate the sending of unsolicited advertisements; or
• programs or services designed to encourage or facilitate a breach of this FUP or any acceptable use policy of another internet services provider.

You must not connect the OFN service to unsecured machines or services able to be exploited by others to carry out actions which constitute a breach of this FUP.

You must not adapt, modify, decompile or reverse engineer any part of OFN's network. You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the OFN's network. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which violate this FUP once notified of such activity by OFN.

AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES

THIS AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (the "Utility" or "City"), by and through its fiber utility, Ocala Fiber Network ("OFN"), and **FLORIDA HOSPITAL OCALA, INC. DBA ADVENTHEALTH OCALA**, a for-profit company organized and duly authorized to conduct business in the State of Florida (EIN#: 82-4372339) ("Customer").

WHEREAS, the City owns and operates a telecommunications fiber optic network as part of its utility services offered in and around the City of Ocala; and

WHEREAS, the Customer desires to lease various fiber optic telecommunication services as noted in **Exhibit A-Service Pricing** from the Utility.

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

1. **RECITALS.** City and Customer hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings specified below:

   A. **Customer:** the end user of the supplied fiber optic service.
   B. **Authorized Users**: users authorized by the Customer to utilize the fiber optic connection.
   C. **Reseller**: a company who purchases fiber optic service to re-sell to a customer, other than the Customer referenced in this Agreement.
   D. **Effective Date**: the date that this Agreement has been fully executed by all parties.
   E. **Service Date**: the date on which fiber optic telecommunication services are installed and ready for Customer use; also the date on which Customer billing begins.
   F. **Access Cost**: the cost to build new networked lines to Customer's service location.
   G. **Live and Ready for Use**: assigned fiber lines ready for transmitting and receiving electronic data flow.
   H. **Initial Term**: shall mean the minimum time period required for lease of fiber optic telecommunication services by the Customer.

3. **SCOPE OF SERVICES.**

   A. Customer agrees to lease from the Utility those services set forth in **Exhibit A – Service Pricing** (the "Services") at the following location(s): **10762 SE US HWY 441, BELLEVIEW FL**.

   B. **Internet Services**. Flexible Bandwidth purchased for Internet usage will coincide with Internet Services commitment. Customer understands that Customer and Customer's Authorized Users may access the Internet through the Service. Customer agrees neither the Utility nor any of its affiliates operates or controls the Internet. City does not warrant in any manner the merchandise, information or services purchased or accessed by Customer from Third Parties. Customer assumes total responsibility and risk for use of the Service and the Internet by Customer and/or Customer's Authorized Users. Neither the City, its' agents, nor affiliates make any express or implied warranties, representations or endorsements whatsoever with regard to said use.

   C. Customer acknowledges that any access to the Service(s) under this Agreement is intended for the use of the Customer and its Authorized Users only. Customer and its Authorized Users shall not resell or share the Service(s) to any other party without having executed a separate Reseller Agreement with the Utility.

   D. Customer will follow the rules set forth in the Fair Use Policy attached hereto as **Exhibit B – Ocala Fiber Network Fair Use Policy.**

4. **EFFECTIVE DATE AND SERVICE DATE.** This Agreement is effective on the date executed by all parties as set forth below (the "Effective Date"). Customer's payment obligations shall not begin until the date that the fiber optic telecommunication services have been installed and the connection is live and ready for use by Customer (the "Service Date").

5. **INITIAL TERM/RENEWAL.** The Initial Term of this Agreement shall commence on the Effective Date and continue for a term of **THIRTY-SIX MONTHS (36 Months)** after the Service Date. Thereafter, this Agreement shall automatically renew on a month-to-month basis until services are terminated by either the Customer or the Utility pursuant to this Agreement. At the conclusion of the initial term, the Utility has the right to modify rates by providing a **THIRTY DAY (30-Day)** written notice to Customer. At that time, Customer has the right to reject the new rate and cancel services by providing notice to Utility.

6. **COMPENSATION.** Beginning on the Service Date and continuing throughout the initial term of this Agreement, the Customer shall pay to the Utility those fees as set forth in the

monthly rate schedule attached hereto as **Exhibit A – Service Pricing**. The total initial service rate under this Agreement shall be **EIGHT HUNDRED FORTY-THREE AND 75/100 DOLLARS PER MONTH ($843.75/Per Month)**, excluding any applicable fees or taxes.

7. **DEFAULT AND TERMINATION.**

   A. 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 such notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

   B. If Customer defaults or terminates this Agreement without cause prior to the expiration of the original term, the Customer will be required to pay all payments remaining under the original Agreement term.

   C. This Agreement will be invoiced monthly as part of Customer's City of Ocala utility bill and therefore subject to all related commitments of the utility bill and billing requirements of the City of Ocala Code of Ordinances. The Utility may suspend or terminate service in the event of nonpayment by the Customer.

   D. Either Party may terminate this agreement for convenience at any time after the Initial Term indicated in Paragraph 5 by providing a **THIRTY DAY (30-Day)** written notice to the other Party.

8. **USE OF CUSTOMER'S PREMISES.** If necessary, the Customer shall provide the Utility with adequate space within its buildings or facilities for the Utility equipment required to furnish the Services and will provide the necessary electrical power to operate the onsite equipment. In addition, Customer will provide the Utility with ingress and egress to the properties, access to the buildings and access to conduit entering the building for telecommunications services from the public right of way, if necessary, to the applicable equipment room for the Utility installation of its cable or wire.

   A. All costs associated with any building modifications or conduit installation on the premises will be borne by the Customer, unless there has been a prior agreement between the parties covering said costs. The Utility will install its wire or cable once the Customer has provided for access.

   B. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals, including easements, license and/or permits where applicable from the owner which will allow the Utility to locate, install and maintain its equipment,

cable and wire on the premises and to remove its equipment, cable and wire in the event of Customer's default of any of the provisions of this Agreement or at the termination of this Agreement.

C. The Utility will have the right to perform inspections and audits of its equipment and fibers for its own internal contract accounting purposes upon reasonable advance notice.

D. All equipment, cable, wire and fiber optic lines provided or installed by the Utility shall remain the property of the Utility. The Customer will provide and allow the Utility access to the premises for normal and emergency maintenance, and if it is necessary, to remove or replace any of the equipment, cable, wire and/or fiber optic lines.

9. **PUBLIC RECORDS.** The City of Ocala shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the City shall:

A. Keep and maintain public records required by the public agency to perform the services set forth herein.

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 Agreement term and following completion of the Agreement if the City does not transfer the records to the public agency.

D. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the City or keep and maintain public records required by the public agency to perform the services set forth herein. If the City transfers all public records to the public agency upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City 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 CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY OF OCALA'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.

10. **MISCELLANEOUS PROVISIONS.**

A. **Assignment.** This Agreement shall not be assigned by Customer without the prior written consent of the Utility. However, either party may assign this Agreement to any entity that acquires all, or substantially all, of that party's assets, or in the case of Utility, Utility's business that is the subject hereof.

B. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.

C. **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.

D. **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.

E. **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 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.

F. **Section Headings**. The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

G. **Rights of Third Parties**. Unless expressly stated herein to the contrary, 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.

H. **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.

I. **Entire Agreement.** This Agreement, including exhibits, (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.

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

K. **Electronic Signatures.** Customer, 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 containing a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

L. **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 mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

Ocala Fiber Network, Attn: Director
1805 NE 30th Avenue, Bldg 500
Ocala, FL 34470
Tele: 352-401-6900 | E-Mail: telcom@ocalafl.org

Florida Hospital Ocala, Inc. Dba AdventHealth Ocala
1500 SW 1st Ave
Ocala, FL 34471 Attn: Robert Branch
Tele: 352-402-5227
E-Mail: robert.branch@adventhealth.com

M. **Attorney Fees.** If any civil action, 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 or parties shall be entitled to recover reasonable attorneys' fees and court costs.

N. **Indemnity.** Customer shall indemnify, up to the limits set forth in Florida Statute, s.768.28 in force at the time the contract was entered into by the parties, City of Ocala and its elected officials, employees and volunteers against, and hold City of Ocala and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City of Ocala 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. Nothing in this contract is intended to waive the sovereign immunity protections provided to the parties pursuant to Florida law.

O. **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 or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

P. The City of Ocala Utility Services has adopted an Identity Theft Prevention Program as required under 16 C.F.R. Part 681 for certain covered accounts that may be accessed

in accordance with this agreement. Accordingly, The City of Ocala Utility Services will conduct its activities in accordance with reasonable policies and procedures to detect, prevent, and mitigate the risk of identity theft.

11. **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.
12. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire Agreement between the Utility and the Customer shall only include those documents listed in this section as Exhibits to this Agreement, as follows:

Exhibit A- Service Pricing
Exhibit B– Ocala Fiber Network Fair Use Policy

IN WITNESS WHEREOF, the parties have executed this Agreement on 12/16/2021.

FLORIDA HOSPITAL OCALA, INC. DBA ADVENTHEALTH OCALA

_____

By: Dr. Robert Branch
(Printed Name)

Director, Information Technology
(Title)

CITY OF OCALA

_____

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

_____

Robert W. Batsel, Jr.
City Attorney

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **24 MONTH TERM**

10762 SE US HWY 441, BELLEVIEW FL

(100Mb Ethernet MAN)

Total Recurring Monthly Rate:

$ 843.75 (Taxes not included in cost. Taxes will be applied where applicable)

Equipment provided by the City of Ocala:

Fiber Termination Box; fiber jumper; SFP optic; Mikrotik modem/router (or like)

Equipment to be Returned to the City of Ocala Customer Service Office Upon Termination:

Fiber jumper; SFP optic; Mikrotik modem/router (or like) (Items must be returned within 30 days of account termination)

EXHIBIT B- OCALA FIBER NETWORK (OFN) FAIR USE POLICY

What Is A Fair Use Policy (FUP)
A Fair Usage Policy - FUP, is intended to assure that all broadband customers enjoy the same experience and have access to a quick and reliable service at all times. OFN - Fair Use Policy is designed to make sure that your broadband service is a great value and is a dependable, reliable service whenever you use it.

WHY A FUP Is Needed
As an example, a small number of customers use Peer to Peer or file sharing software. This practice constantly sends and receives video and other very large files throughout the day consuming excessive bandwidth. This type of activity can significantly reduce the speed at which other customers can access the internet during peak hours. OFN will automatically identify the extremely heavy users and manage their bandwidth to protect the service for all our customers.

What Happens If A FUP Breach Happens
OFN will throttle back on their available internet bandwidth for a period of time.

Legal Considerations
OFN may only be used for lawful purposes in accordance with all laws, statutes and regulations in force within the United States. You may not use OFN to send, receive, store, distribute, transmit, post, upload or download any materials or data which:
• violates any Law;
• constitutes harassment;
• promotes or encourages illegal or socially unacceptable or irresponsible behavior;
• is in breach of any third-party rights (including any third-party intellectual property rights);
• has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
• damages or may damage our name and/or reputation

Do not violate anyone's systems or network security

You must not use the OFN's network to violate OFN security or any third party's system or network security by any method including:
• unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
• unauthorized monitoring of data or traffic on any network or system without the express written authorization of the owner of the system or network; or
• unauthorized interference with any user, host, system or network without the express written authorization of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate the OFN network security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):
• programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
• tools designed to compromise the security of other sites;
• programs or services designed to send or facilitate the sending of unsolicited advertisements; or
• programs or services designed to encourage or facilitate a breach of this FUP or any acceptable use policy of another internet services provider.

You must not connect the OFN service to unsecured machines or services able to be exploited by others to carry out actions which constitute a breach of this FUP.

You must not adapt, modify, decompile or reverse engineer any part of OFN's network. You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the OFN's network. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which violate this FUP once notified of such activity by OFN.

AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES

THIS AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (the "Utility" or "City"), by and through its fiber utility, Ocala Fiber Network ("OFN"), and **FLORIDA HOSPITAL OCALA, INC. DBA ADVENTHEALTH OCALA**, a for-profit company organized and duly authorized to conduct business in the State of Florida (EIN#: 82-4372339) ("Customer").

WHEREAS, the City owns and operates a telecommunications fiber optic network as part of its utility services offered in and around the City of Ocala; and

WHEREAS, the Customer desires to lease various fiber optic telecommunication services as noted in **Exhibit A-Service Pricing** from the Utility.

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

1. **RECITALS.** City and Customer hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings specified below:

   A. **Customer:** the end user of the supplied fiber optic service.
   B. **Authorized Users**: users authorized by the Customer to utilize the fiber optic connection.
   C. **Reseller**: a company who purchases fiber optic service to re-sell to a customer, other than the Customer referenced in this Agreement.
   D. **Effective Date**: the date that this Agreement has been fully executed by all parties.
   E. **Service Date**: the date on which fiber optic telecommunication services are installed and ready for Customer use; also the date on which Customer billing begins.
   F. **Access Cost**: the cost to build new networked lines to Customer's service location.
   G. **Live and Ready for Use**: assigned fiber lines ready for transmitting and receiving electronic data flow.
   H. **Initial Term**: shall mean the minimum time period required for lease of fiber optic telecommunication services by the Customer.

3. **SCOPE OF SERVICES.**

   A. Customer agrees to lease from the Utility those services set forth in **Exhibit A – Service Pricing** (the "Services") at the following location(s): **2500 CITRUS BLVD, LEESBURG FL**.

   B. **Internet Services**. Flexible Bandwidth purchased for Internet usage will coincide with Internet Services commitment. Customer understands that Customer and Customer's Authorized Users may access the Internet through the Service. Customer agrees neither the Utility nor any of its affiliates operates or controls the Internet. City does not warrant in any manner the merchandise, information or services purchased or accessed by Customer from Third Parties. Customer assumes total responsibility and risk for use of the Service and the Internet by Customer and/or Customer's Authorized Users. Neither the City, its' agents, nor affiliates make any express or implied warranties, representations or endorsements whatsoever with regard to said use.

   C. Customer acknowledges that any access to the Service(s) under this Agreement is intended for the use of the Customer and its Authorized Users only. Customer and its Authorized Users shall not resell or share the Service(s) to any other party without having executed a separate Reseller Agreement with the Utility.

   D. Customer will follow the rules set forth in the Fair Use Policy attached hereto as **Exhibit B – Ocala Fiber Network Fair Use Policy.**

4. **EFFECTIVE DATE AND SERVICE DATE.** This Agreement is effective on the date executed by all parties as set forth below (the "Effective Date"). Customer's payment obligations shall not begin until the date that the fiber optic telecommunication services have been installed and the connection is live and ready for use by Customer (the "Service Date").

5. **INITIAL TERM/RENEWAL.** The Initial Term of this Agreement shall commence on the Effective Date and continue for a term of **THIRTY-SIX MONTHS (36 Months)** after the Service Date. Thereafter, this Agreement shall automatically renew on a month-to-month basis until services are terminated by either the Customer or the Utility pursuant to this Agreement. At the conclusion of the initial term, the Utility has the right to modify rates by providing a **THIRTY DAY (30-Day)** written notice to Customer. At that time, Customer has the right to reject the new rate and cancel services by providing notice to Utility.

6. **COMPENSATION.** Beginning on the Service Date and continuing throughout the initial term of this Agreement, the Customer shall pay to the Utility those fees as set forth in the

monthly rate schedule attached hereto as **Exhibit A – Service Pricing**. The total initial service rate under this Agreement shall be **EIGHT HUNDRED FORTY-THREE AND 75/100 DOLLARS PER MONTH ($843.75/Per Month)**, excluding any applicable fees or taxes.

7. **DEFAULT AND TERMINATION.**

   A. 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 such notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

   B. If Customer defaults or terminates this Agreement without cause prior to the expiration of the original term, the Customer will be required to pay all payments remaining under the original Agreement term.

   C. This Agreement will be invoiced monthly as part of Customer's City of Ocala utility bill and therefore subject to all related commitments of the utility bill and billing requirements of the City of Ocala Code of Ordinances. The Utility may suspend or terminate service in the event of nonpayment by the Customer.

   D. Either Party may terminate this agreement for convenience at any time after the Initial Term indicated in Paragraph 5 by providing a **THIRTY DAY (30-Day)** written notice to the other Party.

8. **USE OF CUSTOMER'S PREMISES.** If necessary, the Customer shall provide the Utility with adequate space within its buildings or facilities for the Utility equipment required to furnish the Services and will provide the necessary electrical power to operate the onsite equipment. In addition, Customer will provide the Utility with ingress and egress to the properties, access to the buildings and access to conduit entering the building for telecommunications services from the public right of way, if necessary, to the applicable equipment room for the Utility installation of its cable or wire.

   A. All costs associated with any building modifications or conduit installation on the premises will be borne by the Customer, unless there has been a prior agreement between the parties covering said costs. The Utility will install its wire or cable once the Customer has provided for access.

   B. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals, including easements, license and/or permits where applicable from the owner which will allow the Utility to locate, install and maintain its equipment,

cable and wire on the premises and to remove its equipment, cable and wire in the event of Customer's default of any of the provisions of this Agreement or at the termination of this Agreement.

C. The Utility will have the right to perform inspections and audits of its equipment and fibers for its own internal contract accounting purposes upon reasonable advance notice.

D. All equipment, cable, wire and fiber optic lines provided or installed by the Utility shall remain the property of the Utility. The Customer will provide and allow the Utility access to the premises for normal and emergency maintenance, and if it is necessary, to remove or replace any of the equipment, cable, wire and/or fiber optic lines.

9. **PUBLIC RECORDS.** The City of Ocala shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the City shall:

A. Keep and maintain public records required by the public agency to perform the services set forth herein.

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 Agreement term and following completion of the Agreement if the City does not transfer the records to the public agency.

D. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the City or keep and maintain public records required by the public agency to perform the services set forth herein. If the City transfers all public records to the public agency upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City 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 CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY OF OCALA'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.

10. **MISCELLANEOUS PROVISIONS.**

A. **Assignment.** This Agreement shall not be assigned by Customer without the prior written consent of the Utility. However, either party may assign this Agreement to any entity that acquires all, or substantially all, of that party's assets, or in the case of Utility, Utility's business that is the subject hereof.

B. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.

C. **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.

D. **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.

E. **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 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.

F. **Section Headings**. The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

G. **Rights of Third Parties**. Unless expressly stated herein to the contrary, 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.

H. **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.

I. **Entire Agreement.** This Agreement, including exhibits, (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.

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

K. **Electronic Signatures.** Customer, 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 containing a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

L. **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 mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

Ocala Fiber Network, Attn: Director
1805 NE 30th Avenue, Bldg 500
Ocala, FL 34470
Tele: 352-401-6900 | E-Mail: telcom@ocalafl.org

Florida Hospital Ocala, Inc. Dba AdventHealth Ocala
1500 SW 1st Ave
Ocala, FL 34471 Attn: Robert Branch
Tele: 352-402-5227
E-Mail: robert.branch@adventhealth.com

M. **Attorney Fees.** If any civil action, 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 or parties shall be entitled to recover reasonable attorneys' fees and court costs.

N. **Indemnity.** Customer shall indemnify, up to the limits set forth in Florida Statute, s.768.28 in force at the time the contract was entered into by the parties, City of Ocala and its elected officials, employees and volunteers against, and hold City of Ocala and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City of Ocala 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. Nothing in this contract is intended to waive the sovereign immunity protections provided to the parties pursuant to Florida law.

O. **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 or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

P. The City of Ocala Utility Services has adopted an Identity Theft Prevention Program as required under 16 C.F.R. Part 681 for certain covered accounts that may be accessed

in accordance with this agreement. Accordingly, The City of Ocala Utility Services will conduct its activities in accordance with reasonable policies and procedures to detect, prevent, and mitigate the risk of identity theft.

11. **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.
12. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire Agreement between the Utility and the Customer shall only include those documents listed in this section as Exhibits to this Agreement, as follows:

    Exhibit A- Service Pricing
    Exhibit B– Ocala Fiber Network Fair Use Policy

IN WITNESS WHEREOF, the parties have executed this Agreement on 12/16/2021.

FLORIDA HOSPITAL OCALA, INC. DBA ADVENTHEALTH OCALA

By: Dr. Robert Branch
(Printed Name)

Director, Information Technology
(Title)

CITY OF OCALA

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.
City Attorney

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **24 MONTH TERM**

2500 CITRUS BLVD, LEESBURG FL

(100Mb Ethernet MAN)

Total Recurring Monthly Rate:

$ 843.75 (Taxes not included in cost. Taxes will be applied where applicable)

Equipment provided by the City of Ocala:

Fiber Termination Box; fiber jumper; SFP optic; Mikrotik modem/router (or like)

Equipment to be Returned to the City of Ocala Customer Service Office Upon Termination:

Fiber jumper; SFP optic; Mikrotik modem/router (or like) (Items must be returned within 30 days of account termination)

EXHIBIT B- OCALA FIBER NETWORK (OFN) FAIR USE POLICY

What Is A Fair Use Policy (FUP)
A Fair Usage Policy - FUP, is intended to assure that all broadband customers enjoy the same experience and have access to a quick and reliable service at all times. OFN - Fair Use Policy is designed to make sure that your broadband service is a great value and is a dependable, reliable service whenever you use it.

WHY A FUP Is Needed
As an example, a small number of customers use Peer to Peer or file sharing software. This practice constantly sends and receives video and other very large files throughout the day consuming excessive bandwidth. This type of activity can significantly reduce the speed at which other customers can access the internet during peak hours. OFN will automatically identify the extremely heavy users and manage their bandwidth to protect the service for all our customers.

What Happens If A FUP Breach Happens
OFN will throttle back on their available internet bandwidth for a period of time.

Legal Considerations
OFN may only be used for lawful purposes in accordance with all laws, statutes and regulations in force within the United States. You may not use OFN to send, receive, store, distribute, transmit, post, upload or download any materials or data which:
• violates any Law;
• constitutes harassment;
• promotes or encourages illegal or socially unacceptable or irresponsible behavior;
• is in breach of any third-party rights (including any third-party intellectual property rights);
• has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
• damages or may damage our name and/or reputation

Do not violate anyone's systems or network security

You must not use the OFN's network to violate OFN security or any third party's system or network security by any method including:
• unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
• unauthorized monitoring of data or traffic on any network or system without the express written authorization of the owner of the system or network; or
• unauthorized interference with any user, host, system or network without the express written authorization of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate the OFN network security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):
• programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
• tools designed to compromise the security of other sites;
• programs or services designed to send or facilitate the sending of unsolicited advertisements; or
• programs or services designed to encourage or facilitate a breach of this FUP or any acceptable use policy of another internet services provider.

You must not connect the OFN service to unsecured machines or services able to be exploited by others to carry out actions which constitute a breach of this FUP.

You must not adapt, modify, decompile or reverse engineer any part of OFN's network. You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the OFN's network. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which violate this FUP once notified of such activity by OFN.

CONTRACT#: OFN/ 211135

AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES

THIS AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (the "Utility" or "City"), by and through its fiber utility, Ocala Fiber Network ("OFN"), and **GOLDEN REALTY AND APPRAISAL SERVICES, INC.**, a for-profit company organized and duly authorized to conduct business in the State of Florida (EIN#: 59-3174783) ("Customer").

WHEREAS, the City owns and operates a telecommunications fiber optic network as part of its utility services offered in and around the City of Ocala; and

WHEREAS, the Customer desires to lease various fiber optic telecommunication services as noted in **Exhibit A-Service Pricing** from the Utility.

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

1. **RECITALS.** City and Customer hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings specified below:
   A. **Customer:** the end user of the supplied fiber optic service.
   B. **Authorized Users**: users authorized by the Customer to utilize the fiber optic connection.
   C. **Reseller**: a company who purchases fiber optic service to re-sell to a customer, other than the Customer referenced in this Agreement.
   D. **Effective Date**: the date that this Agreement has been fully executed by all parties.
   E. **Service Date**: the date on which fiber optic telecommunication services are installed and ready for Customer use; also the date on which Customer billing begins.
   F. **Access Cost**: the cost to build new networked lines to Customer's service location.
   G. **Live and Ready for Use**: assigned fiber lines ready for transmitting and receiving electronic data flow.
   H. **Initial Term**: shall mean the minimum time period required for lease of fiber optic telecommunication services by the Customer.

3. **SCOPE OF SERVICES.**

   A. Customer agrees to lease from the Utility those services set forth in **Exhibit A – Service Pricing** (the "Services") at the following location(s): **2650 NE 24TH ST, OCALA FL**.

   B. **Internet Services**. Flexible Bandwidth purchased for Internet usage will coincide with Internet Services commitment. Customer understands that Customer and Customer's Authorized Users may access the Internet through the Service. Customer agrees neither the Utility nor any of its affiliates operates or controls the Internet. City does not warrant in any manner the merchandise, information or services purchased or accessed by Customer from Third Parties. Customer assumes total responsibility and risk for use of the Service and the Internet by Customer and/or Customer's Authorized Users. Neither the City, its' agents, nor affiliates make any express or implied warranties, representations or endorsements whatsoever with regard to said use.

   C. Customer acknowledges that any access to the Service(s) under this Agreement is intended for the use of the Customer and its Authorized Users only. Customer and its Authorized Users shall not resell or share the Service(s) to any other party without having executed a separate Reseller Agreement with the Utility.

   D. Customer will follow the rules set forth in the Fair Use Policy attached hereto as **Exhibit B – Ocala Fiber Network Fair Use Policy.**

4. **EFFECTIVE DATE AND SERVICE DATE.** This Agreement is effective on the date executed by all parties as set forth below (the "Effective Date"). Customer's payment obligations shall not begin until the date that the fiber optic telecommunication services have been installed and the connection is live and ready for use by Customer (the "Service Date").

5. **INITIAL TERM/RENEWAL.** The Initial Term of this Agreement shall commence on the Effective Date and continue for a term of **TWELVE MONTHS (12 Months)** after the Service Date. Thereafter, this Agreement shall automatically renew on a month-to-month basis until services are terminated by either the Customer or the Utility pursuant to this Agreement. At the conclusion of the initial term, the Utility has the right to modify rates by providing a **THIRTY DAY (30-Day)** written notice to Customer. At that time, Customer has the right to reject the new rate and cancel services by providing notice to Utility.

6. **COMPENSATION.** Beginning on the Service Date and continuing throughout the initial term of this Agreement, the Customer shall pay to the Utility those fees as set forth in the monthly rate schedule attached hereto as **Exhibit A – Service Pricing**. The total initial

service rate under this Agreement shall be **NINETY-NINE AND NO/100 DOLLARS PER MONTH ($99.00/Per Month)**, excluding any applicable fees or taxes.

7. **DEFAULT AND TERMINATION.**

   A. 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 such notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

   B. If Customer defaults or terminates this Agreement without cause prior to the expiration of the original term, the Customer will be required to pay all payments remaining under the original Agreement term.

   C. This Agreement will be invoiced monthly as part of Customer's City of Ocala utility bill and therefore subject to all related commitments of the utility bill and billing requirements of the City of Ocala Code of Ordinances. The Utility may suspend or terminate service in the event of nonpayment by the Customer.

   D. Either Party may terminate this agreement for convenience at any time after the Initial Term indicated in Paragraph 5 by providing a **THIRTY DAY (30-Day)** written notice to the other Party.

8. **USE OF CUSTOMER'S PREMISES.** If necessary, the Customer shall provide the Utility with adequate space within its buildings or facilities for the Utility equipment required to furnish the Services and will provide the necessary electrical power to operate the onsite equipment. In addition, Customer will provide the Utility with ingress and egress to the properties, access to the buildings and access to conduit entering the building for telecommunications services from the public right of way, if necessary, to the applicable equipment room for the Utility installation of its cable or wire.

   A. All costs associated with any building modifications or conduit installation on the premises will be borne by the Customer, unless there has been a prior agreement between the parties covering said costs. The Utility will install its wire or cable once the Customer has provided for access.

   B. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals, including easements, license and/or permits where applicable from the owner which will allow the Utility to locate, install and maintain its equipment, cable and wire on the premises and to remove its equipment, cable and wire in the

event of Customer's default of any of the provisions of this Agreement or at the termination of this Agreement.

C. The Utility will have the right to perform inspections and audits of its equipment and fibers for its own internal contract accounting purposes upon reasonable advance notice.

D. All equipment, cable, wire and fiber optic lines provided or installed by the Utility shall remain the property of the Utility. The Customer will provide and allow the Utility access to the premises for normal and emergency maintenance, and if it is necessary, to remove or replace any of the equipment, cable, wire and/or fiber optic lines.

9. **PUBLIC RECORDS.** The City of Ocala shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the City shall:

A. Keep and maintain public records required by the public agency to perform the services set forth herein.

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 Agreement term and following completion of the Agreement if the City does not transfer the records to the public agency.

D. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the City or keep and maintain public records required by the public agency to perform the services set forth herein. If the City transfers all public records to the public agency upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City 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 CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY OF OCALA'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.

10. **MISCELLANEOUS PROVISIONS.**

A. **Assignment.** This Agreement shall not be assigned by Customer without the prior written consent of the Utility. However, either party may assign this Agreement to any entity that acquires all, or substantially all, of that party's assets, or in the case of Utility, Utility's business that is the subject hereof.

B. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.

C. **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.

D. **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.

E. **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 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.

F. **Section Headings**. The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

G. **Rights of Third Parties**. Unless expressly stated herein to the contrary, 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.

H. **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.

I. **Entire Agreement.** This Agreement, including exhibits, (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.

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

K. **Electronic Signatures.** Customer, 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 containing a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

L. **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 mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

Ocala Fiber Network, Attn: Director
3001 NE 21st St
Ocala, FL 34470
Tele: 352-401-6900 | E-Mail: telecom@ocalafl.org

Golden Realty and Appraisal Services, INC.
2650 NE 24th St
Ocala, FL 34470 Attn: Richard R. Golden
Tele: 352-804-2555
E-Mail: rick@goldenrealty.com

M. **Attorney Fees.** If any civil action, 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 or parties shall be entitled to recover reasonable attorneys' fees and court costs.

N. **Indemnity.** Customer shall indemnify, up to the limits set forth in Florida Statute, s.768.28 in force at the time the contract was entered into by the parties, City of Ocala and its elected officials, employees and volunteers against, and hold City of Ocala and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City of Ocala 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. Nothing in this contract is intended to waive the sovereign immunity protections provided to the parties pursuant to Florida law.

O. **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 or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

P. The City of Ocala Utility Services has adopted an Identity Theft Prevention Program as required under 16 C.F.R. Part 681 for certain covered accounts that may be accessed

in accordance with this agreement. Accordingly, The City of Ocala Utility Services will conduct its activities in accordance with reasonable policies and procedures to detect, prevent, and mitigate the risk of identity theft.

11. **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.
12. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire Agreement between the Utility and the Customer shall only include those documents listed in this section as Exhibits to this Agreement, as follows:

Exhibit A- Service Pricing

Exhibit B– Ocala Fiber Network Fair Use Policy

IN WITNESS WHEREOF, the parties have executed this Agreement on 12/9/21.

GOLDEN REALTY AND APPRAISAL SERVICES, INC.

By: Richard R. Golden
(Printed Name)

President
(Title)

CITY OF OCALA

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.
City Attorney

CONTRACT#: OFN/ 211135

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **12 MONTH TERM**

2650 NE 24TH ST, OCALA FL

(Commercial Shared Internet - Silver)

Total Recurring Monthly Rate:

$ 99.00 (Taxes not included in cost. Taxes will be applied where applicable)

Equipment provided by the City of Ocala:

Fiber Termination Box; Fiber Jumper; SFP Optic; Media Converter

Equipment to be Returned to the City of Ocala Customer Service Office Upon Termination:

Fiber Jumper; SFP Optic; Media Converter (Items must be returned within 30 days of account termination)

EXHIBIT B- OCALA FIBER NETWORK (OFN) FAIR USE POLICY

What Is A Fair Use Policy (FUP)
A Fair Usage Policy - FUP, is intended to assure that all broadband customers enjoy the same experience and have access to a quick and reliable service at all times. OFN - Fair Use Policy is designed to make sure that your broadband service is a great value and is a dependable, reliable service whenever you use it.

WHY A FUP Is Needed
As an example, a small number of customers use Peer to Peer or file sharing software. This practice constantly sends and receives video and other very large files throughout the day consuming excessive bandwidth. This type of activity can significantly reduce the speed at which other customers can access the internet during peak hours. OFN will automatically identify the extremely heavy users and manage their bandwidth to protect the service for all our customers.

What Happens If A FUP Breach Happens
OFN will throttle back on their available internet bandwidth for a period of time.

Legal Considerations
OFN may only be used for lawful purposes in accordance with all laws, statutes and regulations in force within the United States. You may not use OFN to send, receive, store, distribute, transmit, post, upload or download any materials or data which:
• violates any Law;
• constitutes harassment;
• promotes or encourages illegal or socially unacceptable or irresponsible behavior;
• is in breach of any third-party rights (including any third-party intellectual property rights);
• has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
• damages or may damage our name and/or reputation

Do not violate anyone's systems or network security

You must not use the OFN's network to violate OFN security or any third party's system or network security by any method including:
• unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
• unauthorized monitoring of data or traffic on any network or system without the express written authorization of the owner of the system or network; or
• unauthorized interference with any user, host, system or network without the express written authorization of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate the OFN network security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):
• programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
• tools designed to compromise the security of other sites;
• programs or services designed to send or facilitate the sending of unsolicited advertisements; or
• programs or services designed to encourage or facilitate a breach of this FUP or any acceptable use policy of another internet services provider.

You must not connect the OFN service to unsecured machines or services able to be exploited by others to carry out actions which constitute a breach of this FUP.

You must not adapt, modify, decompile or reverse engineer any part of OFN's network. You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the OFN's network. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which violate this FUP once notified of such activity by OFN.

21110

OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 19.0
CANCELS ORIGINAL SHEET NO. 19.0

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: Helen Hall

Mailing Address: 7575 NW 56th Pl

City: Ocala State: FL Zip Code: 34482

Phone Number: 352-229-4780 Alternate Phone Number: _____

Email Address: helenmhall@embarqmail.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 509 708 171 952

2. RGS Facility Information

Facility Location: 7575 NW 56th Pl Ocala, FL 34482

Ocala Electric Utility Customer Account Number: 509 708 171 952

RGS Manufacturer: LG Electronics

Manufacturer's Address: 201 James Record Rd SW Huntsville, AL

Reference or Model Number: 26 LG LG355N1C-N5: 26 Enphase IQ7PLUS-72-2-US

Serial Number: _____

(Continued on Sheet No.19.1)

3. Facility Rating Information

Gross Power Rating: 9.95775kW ("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

Anticipated In- Service Date: TBD

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)

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: Helen Hall Date: 9-23-2021
(Print Name)

Helen Hall
(Signature)

ST. JOHNS INSURANCE

Notice of Change in Policy Terms

Included with your renewal policy is a revised edition of the Special Provisions – Florida form, **Special Provisions – Florida (SJ HO 100 01 20)**, containing the following changes from previous editions:

- **Section I – Conditions**
  - **Assignment of Benefits**, has been removed
  - **E. Mediation** has been changed to **E. Mediation and Appraisal** and the language has been revised to explain the processes and requirements associated with Mediation and Appraisal
  - **G. Suits Against Us** has been changed to **G. Legal Action Against Us**

- **Section I and II – Conditions, D. Nonrenewal**
  - References to notice requirements between June 1st and November 30th have been removed
  - Number of days has been changed from one hundred (100) to one hundred twenty (120)

If you have any questions, please contact your agent or Customer Service at 800-748-2030.

ST. JOHNS INSURANCE

IMPORTANT NOTICE TO POLICYHOLDERS

St. Johns Insurance Company is pleased to offer two new endorsements to our Homeowners Special Form (HO-3) insureds: **St. Johns Shield** and **St. Johns Shield +**. Each of these "package" endorsements provides an innovative combination of currently available coverages, along with some higher limits and broader protection than ever before offered; all at a discounted premium. The following chart illustrates the advantages afforded by **St. Johns Shield** and **St. Johns Shield +** over the basic policy coverage.

Coverage		Basic Policy	St. Johns Shield	St. Johns Shield +
Personal Property Replacement Cost		Available by Endorsement	**Included**	**Included**
Special Personal Property Coverage (Open Perils)		Not Available	**Not Included**	**Included**
Loss Assessment		$1,000 Total Limit	**$5,000 Total Limit**	**$10,000 Total Limit**
Water Back-up and Sump Overflow		Available by Endorsement	**Included**	**Included**
Personal Injury		Available by Endorsement	**Included**	**Included**
Coverage C – Personal Property		50% of Dwelling Limit	**75% of Dwelling Limit**	**75% of Dwelling Limit**
Coverage C Increased Special Limits	Money	$200	**$750**	**$1,000**
	Securities	$1,000	**$2,500**	**$5,000**
	Watercraft/Trailers	$1,000	**$3,000**	**$5,000**
	Theft of Jewelry	$1,000	**$3,000**	**$5,000**
	Theft of Firearms	$2,000	**$3,000**	**$5,000**
	Theft of Silverware	$2,000	**$3,000**	**$5,000**
	On Premises Business Property	$2,500	**$5,000**	**$10,000**
	Off Premises Business Property	$250	**$1,000**	**$1,000**
Coverage D – Loss of Use		10% of Dwelling Limit	**20% of Dwelling Limit**	**20% of Dwelling Limit**
Coverage D – Loss of Use Due to Off Premises Power Stoppage*		Not Available	**Included**	**Included**
Identity Theft		Available by Endorsement	**Not Included**	**Included**
Fire Department Service Charge		$500	**$750**	**$1,000**
Credit Card Forgery		$500	**$5,000**	**$10,000**
Lock Replacement		Not Available	**$250**	**$500**
Refrigerated Property Coverage		Not Available	**Not Available**	**$500**
Coverage E – Personal Liability		$100,000	**$300,000**	**$500,000**
Coverage F – Medical Payments		$1,000	**$5,000**	**$5,000**
Coverage E and Coverage F – Outboard Watercraft		25 Horsepower	**50 Horsepower**	**50 Horsepower**

Please contact your agent to find out more about **St. Johns Shield** and **St. Johns Shield +**.

Homeowners Premium Due Notice

ST. JOHNS INSURANCE

6675 Westwood Blvd., Suite 360
Orlando, FL 32821

Customer Service: 1-800-748-2030
Claim Reporting: 1-877-748-2059

Policy Number: SJ31170076
Process Date: 02/25/2021 9:28 PM
Policy Effective Date: 04/21/2021
Policy Expiration Date: 04/21/2022 12:01 AM at property address

Named Insured and Mailing Address:
Helen Hall
7575 NW 56th Pl
Ocala, FL 34482-2063
Phone Number: (352)229-4780
Email: HELENMHALL@EMBARQMAIL.COM

Agency: 77C5336
Y & C Insurance Group Inc
1117 S 21st Ave Ste A
Hollywood, FL 33020

Phone Number: (954)417-4341
Email: yncinsurancegroup@gmail.com

Location(s) of Property Insured:
7575 NW 56th Pl
Ocala, FL 34482-2063

Dear Valued Customer:

You must pay your premium before the due date to continue coverage. If not paid before this date, all coverage expires at 12:01 AM. Payments may be mailed or made online using eChecks or credit cards. To make a payment online, go to www.stjohnsinsurance.com and click the 'Make a Payment' link. All premium payments must be made in U.S. dollars and drawn on a U.S. financial institution.

Thank you for choosing our company for your insurance needs.

Total Premium Due: $1,495.00
Due Date: 04/21/2021
Available Payment Options:

Full Pay Premium	$1,495.00			
2 Pay Premium	$907.80	1st installment;	$599.20	Future installment(s)
4 Pay Premium	$614.20	1st installment;	$302.60	Future installment(s)

All premiums are subject to change based on coverage and/or endorsement changes.
Future installment amounts include an installment service fee.

RECEIPT OF UNCOLLECTIBLE FUNDS CONSTITUTES NONPAYMENT OF PREMIUM.

Keep the top portion of this statement for your records.

IMPORTANT: Detach and return the notice below, along with your payment, in the envelope provided. Please be sure to include your policy number on your check.

ST. JOHNS INSURANCE

Please send check payable to St Johns MGA in U.S. dollars and drawn on a U.S. financial institution.

Policy Number	Full Pay	2 Pay	4 Pay	Amount Enclosed	Payment Due Date
SJ31170076	$1,495.00	$907.80	$614.20		04/21/2021

Do Not Send Cash

Please write your policy number on your check

BILL-REN 2/25/2021

HELEN HALL
7575 NW 56TH PL
OCALA FL 34482-2063

ST. JOHNS INSURANCE COMPANY
POLICY PROCESSING CENTER
PO BOX 1779
COLUMBIA SC 29202-1779

SJ3117007601495000149500 9

ST. JOHNS INSURANCE

6675 Westwood Blvd., Suite 360
Orlando, FL 32821

Homeowners Policy Declaration
Renewal

Customer Service: 1-800-748-2030
Claim Reporting: 1-877-748-2059

Policy Number: SJ31170076 **Policy Effective Date:** 04/21/2021
Process Date: 02/25/2021 9:28 PM **Policy Expiration Date:** 04/21/2022 12:01 AM at property address

Named Insured and Mailing Address:
Helen Hall
7575 NW 56th Pl
Ocala, FL 34482-2063

Phone Number: (352)229-4780
Email Address: HELENMHALL@EMBARQMAIL.COM

Agency: 77C5336
Y & C Insurance Group Inc
Address:
1117 S 21st Ave Ste A
Hollywood, FL 33020

Phone Number: (954)417-4341
Email Address: yncinsurancegroup@gmail.com

Renewal Change(s):

The amount of premium increase due to approved rate increase is: **$208.00**

The amount of premium increase due to coverage change is: **$85.00**

Property Coverage A limit may increase at renewal due to an inflation factor of 1.08, as determined by the ""ISO 360 Value"" to maintain insurance to the approximate replacement cost of your home.

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: 7575 NW 56th Pl
Ocala, FL 34482-2063

Property Characteristics:

Form:	HO-3	**Protection Class:**	03	**BCEG:**	99
Rating Tier:	Preferred	**Construction Type:**	Masonry	**Occupancy:**	Owner
Territory:	792 - Marion	**Month/Year Built:**	01/1989	**Usage:**	Primary
County:	0083-Marion County	**Structure Type:**	Dwelling	**Number of Families:**	1 Family
Burglar Alarm:	None	**Fire Alarm:**	None	**Automatic Sprinklers:**	None
Roof Year:	2011				

Mitigation Characteristics:

Building Code Indicator:	1994 South Florida Building Code (B)	**Opening Protection:**	One or more openings no WBDP (X)
Roof Cover and Attachment:	2001 FBC or roof permit 3/2002 or later (A)	**Secondary Water Resistance:**	SWR (A)
Roof Deck Attachment:	8d @ 12" (B)	**Roof Geometry:**	Other Roof (C)
Roof Wall Connection:	Clips (B)	**Gable End Bracing:**	

Hurricane Deductible: 2% = $ 8,640
All Other Peril Deductible: $2,500

Policy Premium: $1,468.00 Fees/Assessments: $27.00 Total Annual Premium: $1,495.00

IN CASE OF LOSS WE COVER ONLY THAT PART OF THE LOSS OVER THE DEDUCTIBLE AMOUNT.
PLEASE SEE IMPORTANT NOTICES ON PAGE 3.

AUTHORIZED COUNTERSIGNATURE

Insured Copy

02/25/2021
SJDEC 05 11

ST. JOHNS INSURANCE

Homeowners Policy Declaration
Renewal

6675 Westwood Blvd., Suite 360
Orlando, FL 32821

Customer Service: 1-800-748-2030
Claim Reporting: 1-877-748-2059

Policy Number: SJ31170076 **Policy Effective Date:** 04/21/2021
Process Date: 02/25/2021 9:28 PM **Policy Expiration Date:** 04/21/2022 12:01 AM at property address

Coverage	Limit	Premium
Coverage A - Dwelling	$432,000	$2,292.00
Coverage B - Other Structures	$8,640	Included
Coverage C - Personal Property	$108,000	($108.00)
Coverage D - Loss Of Use	$43,200	Included
Coverage E - Personal Liability	$300,000	$30.00
Coverage F - Medical Payments	$5,000	Included
	Total Basic Premium:	**$2,214.00**

Additional Coverages/Endorsements/Exclusions		Limit	Premium
SJ J1	08 09 - Homeowners Policy Jacket		Included
SJ PRV	08 09 - Privacy Notice		Included
SJ OC	12 11 - Outline of Coverage - Homeowners Policy		Included
SJ HO 100	01 20 - Special Provisions - Florida		Included
SJ HO 101	02 16 - Animal Liability Exclusion		Included
SJ HO 105	04 15 - Home Day Care Exclusion		Included
SJ HO 160	05 11 - Catastrophic Ground Cover Collapse		Included
SJ DO	10 05 - Deductible Options Notice		Included
HO 00 03	10 00 - Homeowners 3 - Special Form		Included
SJ HO LO	10 05 - Important Information Regard Law and Ordinance		Included
OIR-B1-1655	02 10 - Notice Premium Discount for Hurricane Loss Mitigation		Included
OIR-B1-1670	01 06 - Checklist of Coverages		Included
IL P 001	01 04 - OFAC Advisory Notice		Included
SJ HO 120	12 03 - Existing Damage Exclusion Endorsement		Included
SJ HO 04 90	05 08 - Personal Property Replacement Cost		$185.00
SJFL HO SLE	01 17 - Service Line Enhancement	$10,000	$22.00
SJ HO EB	01 17 - Equipment Breakdown	$100,000	$50.00
HO 03 34	05 03 - Limited Fungi, Wet or Dry Rot or Bacteria Coverage Sec II Liability		Included
HO 03 51	01 06 - Calendar Year Hurricane Deductible		Included
SJ HO HE	10 11 - Screened Enclosure - Hurricane	$7,000	$32.00
HO 05 99	05 03 - Water Backup and Sump Discharge or Overflow	$5,000	$25.00
		Total Endorsement Premium:	**$314.00**

Discounts and Surcharges	Premium
Mitigation Credit	$1,060.00
Total Discounts and Surcharges:	**$1,060.00**

ST. JOHNS INSURANCE

6675 Westwood Blvd., Suite 360
Orlando, FL 32821

Customer Service: 1-800-748-2030
Claim Reporting: 1-877-748-2059

Policy Number: SJ31170076 **Policy Effective Date:** 04/21/2021
Process Date: 02/25/2021 9:28 PM **Policy Expiration Date:** 04/21/2022 12:01 AM at property address

Fees and Assessments	**Premium**
MGA Policy Fee	$25.00
Emergency Management Trust Fund Surcharge	$2.00
Total Fees And Assessments:	**$27.00**

Hurricane Premium sub-total: $812.00 **Non-Hurricane Premium sub-total: $656.00**

Total Premium: $1,495.00

MORTGAGEE(S):

Name and Address: Regions Bank Isaoa
Attn: Insurance Center
PO Box 200401
Florence, SC 29502-0401

Assigned To: 7575 NW 56th Pl, Ocala, FL, 34482-2063 **Interest Type:** Mortgagee
Reference #: **Rank:** 1 **Payor:** No
Remarks:

OTHER INTEREST(S):

None

NOTICES

THIS REPLACES ALL PREVIOUSLY ISSUED POLICY DECLARATIONS, IF ANY. THIS POLICY APPLIES ONLY TO ACCIDENTS, OCCURRENCES, OR LOSSES WHICH HAPPEN DURING THE POLICY PERIOD SHOWN ABOVE.

A rate adjustment of 0.0% is included to reflect building code grade in your area. Adjustments range from 2% surcharge to 14% credit.

A rate adjustment of 68% credit is included to reflect the Windstorm Mitigation Device Credit. This credit applies only to the wind portion of your premium. Adjustments range from 0% to 90% credit.

LAW AND ORDINANCE: LAW AND ORDINANCE COVERAGE IS AN IMPORTANT COVERAGE THAT YOU MAY WISH TO PURCHASE. PLEASE DISCUSS WITH YOUR INSURANCE AGENT.

ST. JOHNS INSURANCE

6675 Westwood Blvd., Suite 360
Orlando, FL 32821

Customer Service: 1-800-748-2030
Claim Reporting: 1-877-748-2059

Policy Number: SJ31170076	**Policy Effective Date:** 04/21/2021
Process Date: 02/25/2021 9:28 PM	**Policy Expiration Date:** 04/21/2022 12:01 AM at property address

FLOOD INSURANCE: YOU MAY ALSO NEED TO CONSIDER THE PURCHASE OF FLOOD INSURANCE. YOUR HOMEOWNERS INSURANCE POLICY DOES NOT INCLUDE COVERAGE FOR DAMAGE RESULTING FROM FLOOD EVEN IF HURRICANE WINDS AND RAIN CAUSED THE FLOOD TO OCCUR. WITHOUT SEPARATE FLOOD INSURANCE COVERAGE, YOU MAY HAVE UNCOVERED LOSSES CAUSED BY FLOOD. PLEASE DISCUSS THE NEED TO PURCHASE SEPARATE FLOOD INSURANCE COVERAGE WITH YOUR INSURANCE AGENT.

THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

YOUR POLICY PROVIDES COVERAGE FOR A CATASTROPHIC GROUND COVER COLLAPSE THAT RESULTS IN THE PROPERTY BEING CONDEMNED AND UNINHABITABLE. OTHERWISE, YOUR POLICY DOES NOT PROVIDE COVERAGE FOR SINKHOLE LOSSES. YOU MAY PURCHASE ADDITIONAL COVERAGE FOR SINKHOLE LOSSES FOR AN ADDITIONAL PREMIUM.

St. Johns Insurance Company, Inc.
Privacy Policy Notice
(as of 08/13/09)

This Privacy Policy identifies the personal information we collect and hold. It describes how we use, share and protect it. It also explains how to contact us if you have any questions regarding this Privacy Policy or the personal information collected about you. The Privacy Policy applies to personal information collected from or about former customers and current customers.

1. Information we collect

Based on our relationship with you, we collect certain personal information from and about you. The information collected is adequate, relevant and appropriate for the particular insurance product or services for which you have applied or obtained from us. For example, we may collect or verify personal information from or about you from the sources and of the type indicated below.

- **From applications, forms, your communications (including electronic communications) and other interactions** - information including, without limitation, your name, address, email address, telephone number, Social Security or other identification number, and property to be insured.
- **From your transactions with us or others, as permitted by law** -information including, without limitation, payment history, past premiums, claims history, credit history where relevant, and loss information reports.

2. How we use your information

We use personal information to provide, maintain, service and process the products and services we provide to you or which you request from us. This may include, but are not limited to, using it to (a) evaluate your insurance requests; (b) process, service and maintain policies and transactions; (c) administer and investigate claims; (d) resolve disputes; (e) prevent fraud; (f) monitor and archive communications; or (g) perform risk control, including obtaining reinsurance.

Additionally, we may use your personal information (a) in accordance with applicable law; (b) to verify your identity when you inquire regarding a product furnished by us to you; or (c) to comply with legal and regulatory requirements.

3. Information we may share with or disclose to affiliated and nonaffiliated third parties

We do not rent or sell personal information. We share or disclose personal information to affiliates and nonaffiliates to effect, administer or enforce a transaction that you requested or authorized. We also share or disclose information to affiliated and nonaffiliated third parties (a) in connection with servicing or processing an insurance product or service that you requested or authorized or maintaining or servicing your account or (b) to comply with our obligations or assert our rights as an insurer. For example, we may share or disclose personal information to these affiliated or nonaffiliated third parties to assist us in the following:

- Processing, billing or collecting premiums or amounts due to us
- Underwriting coverage
- Determining benefits
- Administering, processing, investigating or servicing claims
- Determining the coverage risk

- Investigating and preventing fraud or material misrepresentation
- Providing services required of an insurer.

In addition, these affiliated and nonaffiliated third parties help us by (a) mailing policy statements and other information for us; (b) verifying information or coverage, including identity; (c) developing, operating and maintaining our services and systems; and (d) assessing risk.

These affiliated and nonaffiliated third parties are required to (a) protect the confidentiality and security of personal information and (b) use the personal information only for the purposes for which we retain them and in accordance with this Privacy Policy.

4. Information we may share or disclose as required by law

We may also share or disclose personal information to (a) government agencies and regulatory and law enforcement authorities in accordance with federal, state and local law or (b) as otherwise required by law.

5. How we protect the confidentiality and security of personal information

We have implemented a program which includes administrative, technological and physical procedures to protect personal information. We utilize, in addition to other measures, the following:

- **People.** We educate our employees to treat personal information with care. We work to limit its access to those who need it for the purposes stated in this Privacy Notice.
- **Policies and Procedures.** We maintain, monitor, and update our physical, electronic and procedural safeguards. We comply with applicable regulations to protect personal information.
- **Security.** We take reasonable technical and organizational security measure, under the circumstances, to keep personal information confidential. We secure personal information against unauthorized or unlawful access, and to prevent loss, destruction, or damage.
- **Commitment.** We require any person or organization providing products or services on our behalf to protect personal information that is provided to them or to which they have access from or through us.

6. Changes to Privacy Policy

We reserve the right to change this Privacy Policy, at any time. We will send you a revised Privacy Policy if we materially change it. For example, should we intend to (a) provide personal information, for a purpose or use not referenced in this Privacy Policy or (b) disclose or share personal information to others for a purpose or use not referenced in this Privacy Policy, we will notify you of the change.

7. Your rights

You have the right to obtain from us the personal information we have collected regarding you and to correct such information.

8. Contact Us

If you have any questions regarding this Privacy Policy Notice, you may contact us via e-mail at info@stjohnsinsurance.com or by telephone at 866.304.7779.

Notice of Premium Discounts for Hurricane Loss Mitigation

*** Important Information ***

About Your Personal Residential Insurance Policy

Dear Homeowner,

Hurricanes have caused tens of billions of dollars in insured damages and predictions of more catastrophic hurricanes making landfall in Florida have triggered increases in insurance premiums to cover potential future losses. Enclosed is information regarding wind loss mitigation that will make your home more resistant to wind and help protect your family during a catastrophic event. In addition to reducing your hurricane wind premium by installing mitigation features, you may also reduce the likelihood of out of pocket expenses, such as your hurricane deductible, you may otherwise incur after a catastrophic event.

What factors are considered in establishing my premium?

Your location: The closer a home is to the coast, the more vulnerable it is to damage caused by hurricane winds. This makes the hurricane-wind premium higher than for similar homes in other areas of the state.

Your policy: Your insurance policy is divided into two premiums: one for damage caused by hurricane force winds (hurricane-wind) and one for all other damage (all perils), such as fire.

Your deductible: Under the law, you are allowed to choose a $500, 2%, 5% or 10% deductible, depending on the actual value of your home. The larger your deductible, the lower your hurricane-wind premium. However, if you select a higher deductible your out-of-pocket expenses in the event of a hurricane claim will be higher.

Improvements to your home: The state requires insurance companies to offer discounts for protecting your home against damage caused by hurricane winds. Securing your roof so it doesn't blow off and protecting your windows from flying debris are the two most cost effective measures you can take to safeguard your home and reduce your hurricane –wind premium. These discounts apply only to the hurricane-wind portion of your policy.

The costs of the improvement projects vary. Homeowners should contact a licensed contractor for an estimate. You can find a Certified Contractor in your area by visiting the Florida Department of Business and Professional Regulation online at www.myfloridalicense.com.

Your maximum discount: Discounts are not calculated cumulatively. The total discount is not the sum of the individual discounts. Instead, when one discount is applied, other discounts are reduced until you reach your maximum discount of 89 %.

How can I take advantage of the discounts?

Homeowners will need a qualified inspector such as a general, building, or residential contractor licensed under Section 489.111, Florida Statutes, or a professional engineer licensed under Section 471.015, Florida Statutes, who has passed the appropriate equivalency test of the Building Code training program as required by Section 553.841, Florida Statutes, or a professional architect licensed under Section 481.213, Florida Statutes, or a building code inspector certified under Section 468.607, to inspect the home to identify potential mitigation measures and verify improvements. For a listing of individuals and/or inspection companies meeting these qualifications contact your insurance agent or insurance company.

The following is an example of how much you can reduce your insurance premium if you have mitigating features on your home. The example is based on your hurricane-wind premium* of $1,484.00 which is part of your total annual premium of $1,495.00. Remember, the discounts shown only apply to the hurricane-wind portion of the premium and the discounts for the construction techniques and features listed below are not cumulative.

*** Wind mitigation credits apply to that portion of your premium that covers the peril of wind, whether or not a hurricane exists.**

Homes built prior to the 2001 building code

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium ($) is **Reduced** by:
Roof Covering (i.e., shingles or tiles)		
• Meets the Florida Building Code.	14%	$208.00
• Reinforced Concrete Roof Deck. (If this feature is installed on your home you most likely will not qualify for any other discount.)	55%	$816.00
How Your Roof is Attached		
• Using a 2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.	0%	$0.00
• Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.	6%	$89.00
• Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 6" in the field of the plywood.	6%	$89.00

Roof-to-Wall Connection • Using "Toe Nails" – defined as three nails driven at an angle through the rafter and into the top roof.	0%	$0.00
• Using Clips - defined as pieces of metal that are nailed into the side of the rafter/truss and into the side of the top plate or wall stud.	22%	$326.00
• Using Single Wraps – a single strap that is attached to the side and/or bottom of the top plate and are nailed to the rafter/truss.	26%	$386.00
• Using Double Wraps - straps are attached to the side and/or bottom of the top plate and are nailed to the rafter/truss.	26%	$386.00
Roof Shape • Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid).	43%	$638.00
• Other.	0%	$0.00
Secondary Water Resistance (SWR) • SWR – defined as a layer of protection between the shingles and the plywood underneath that protects the building if the shingles blow off.	4%	$59.00
• No SWR.	0%	$0.00
Shutters • None.	0%	$0.00
• Intermediate Type —shutters that are strong enough to meet half the old Miami-Dade building code standards.	0%	$0.00
• Hurricane Protection Type -- shutters that are strong enough to meet the current Miami-Dade building code standards.	16%	$237.00

* Estimate is based on information currently on file and the actual amount may vary.

Homes built under the 2001 building code or later

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium ($) is **Reduced** by:
Homes built under the 2001 Florida Building Code or later edition (also including the 1994 South Florida Building Code for homes in Miami-Dade and Broward Counties) are eligible for a minimum 68% discount on the hurricane-wind portion of your premium. You may be eligible for greater discount if other mitigation features are installed on your home.	N/A	N/A
Shutters • None.	N/A	N/A
• Intermediate Type —shutters that are strong enough to meet half the old Miami-Dade building code standards.	N/A	N/A
• Hurricane Protection Type -- shutters that are strong enough to meet the current Miami-Dade building code standards.	N/A	N/A
Roof Shape • Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid).	N/A	N/A
• Other.	N/A	N/A

* Estimate is based on information currently on file and the actual amount may vary.

Alternately and regardless of the year of construction, if you meet the minimum fixture and construction requirements of the 2001 Florida Building Code you have the option to reduce your hurricane-wind deductible from 2% to $500.

If you have further questions about the construction techniques and features or other construction techniques and features that could result in a discount, please contact your insurance agent or the insurance company at (800)748-2030.

Checklist of Coverage

Policy Type: Homeowners

(Indicate: Homeowner's, Condominium Unit Owner's, Tenant's, Dwelling, or Mobile Home Owner's)

The following checklist is for informational purposes only. Florida law prohibits this checklist from changing any of the provisions of the insurance contract which is the subject of this checklist. Any endorsement regarding changes in types of coverage, exclusions, limitations, reductions, deductibles, coinsurance, renewal provisions, cancellation provisions, surcharges, or credits will be sent separately.

Reviewing this checklist together with your policy can help you gain a better understanding of your policy's actual coverages and limitations, and may even generate questions. By addressing any questions now, you will be more prepared later in the event of a claim. Experience has shown that many questions tend to arise regarding the coverage of attached or detached screened pool enclosures, screened porches, and other types of enclosures. Likewise, if your policy insures a condominium unit, questions may arise regarding the coverage of certain items, such as individual heating and air conditioning units; individual water heaters; floor, wall, and ceiling coverings; built-in cabinets and counter tops; appliances; window treatments and hardware; and electrical fixtures. A clear understanding of your policy's coverages and limitations will reduce confusion that may arise during claims settlement.

Please refer to the policy for details and any exceptions to the coverages listed in this checklist. All coverages are subject to the provisions and conditions of the policy and any endorsements. If you have questions regarding your policy, please contact your agent or company. Consumer assistance is available from the Department of Financial Services, Division of Consumer Services' Helpline at (800) 342-2762 or www.fldfs.com.

This form was adopted by the Florida Financial Services Commission.

Dwelling Structure Coverage (Place of Residence)

Limit of Insurance: $ 432,000

Loss Settlement Basis: Replacement Cost
(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)

Other Structures Coverage (Detached from Dwelling)

Limit of Insurance: $ 8,640

Loss Settlement Basis: Replacement Cost
(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)

Personal Property Coverage

Limit of Insurance: $ 108,000

Loss Settlement Basis: Replacement Cost
(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)

Deductibles

Annual Hurricane: 2% = $8,640

All Perils (Other Than Hurricane): $2,500

Checklist of Coverage (continued)

The above Limit of Insurance, Deductibles, and Loss Settlement Basis apply to the following perils insured against:
(Items below marked **Y (Yes)** indicate coverage IS included, those marked **N (No)** indicate coverage is NOT included)

Y	Fire or Lightning
Y	Hurricane
N	Flood (Including storm surge)
Y	Windstorm or Hail (other than hurricane)
Y	Explosion
Y	Riot or Civil Commotion
Y	Aircraft
Y	Vehicles
Y	Smoke
Y	Vandalism or Malicious Mischief
Y	Theft
Y	Falling Objects
Y	Weight of Ice, Snow or Sleet
Y	Accidental Discharge or Overflow of Water or Steam
Y	Sudden and Accidental Tearing Apart, Cracking , Burning or Bulging
Y	Freezing
Y	Sudden and Accidental Damage from Artificially Generated Electrical Current
Y	Volcanic Eruption
N	Sinkhole
Y	Any Other Peril Not Specifically Excluded (dwelling and other structures only)

Special limits and loss settlement exceptions may apply to certain items. Refer to your policy for details.

Loss of Use Coverage

	Coverage	Limit of Insurance	Time Limit
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)			
Y	Additional Living Expense	$43,200	24 Months
Y	Fair Rental Value	$43,200	12 Months
Y	Civil Authority Prohibits Use	$43,200	2 Weeks

Property - 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	Debris Removal	$21,600		X
Y	Reasonable Repairs		X	
Y	Property Removed	$500		
Y	Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money	$500		X
Y	Loss Assessment	$1,000		X
Y	Collapse	$432,000	X	
Y	Glass or Safety Glazing Material	$432,000	X	
Y	Landlord's Furnishings	$2,500	X	
Y	Law and Ordinance	$108,000	X	
N	Grave Markers			
Y	Mold / Fungi	$10,000	X	

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	$1,060.00 CR
N	Building Code Effectiveness Grading Schedule	
Y	Other	$45.95 CR

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: $300,000

Medical Payments to Others Coverage

Limit of Insurance: $5,000

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			X
Y	First Aid Expenses			X
Y	Damage to Property of Others	$500		X
Y	Loss Assessment	$1,000		X

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

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 18 day of October, 2021, 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 Helen Hall, 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)

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)

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)

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)

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)

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility

By: _____

Title: _____

Date: _____

Florida Municipal Power Agency

By: _____

Title: _____

Date: _____

Customer

By: Helen Hall Date: 9-23-2021
(Print Name)

Helen Hall
(Signature)

Customer's City of Ocala Electric Utility Account Number: 509 708 171 952

Approved as to form and legality:

_____
Robert W. Batsel, Jr.
Assistant City Attorney

(Continued on Sheet No. 20.6)

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.

Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 18 day of October, 2021, by and between Helen Hall, (hereinafter called "**Customer**"), located at 7575 NW 56th Pl 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: 7575 NW 56th Pl, Ocala, FL 34482.

WITNESSETH

Whereas, a Tier 1 Renewable Generation System (RGS) is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than ten (10) kilowatts (10 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, OEU operates an electric system serving the City of Ocala; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU' electrical supply grid at the location identified above; and

Whereas, the City of Ocala and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU' ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU customers interconnected to OEU's electric system; and

Whereas, the OEU desires to provide interconnection of a RGS under conditions which will insure the safety of OEU customers and employees, reliability and integrity of its distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

(Continued on Sheet No. 21.1)

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)

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)

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)

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)

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)

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)

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)

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)

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility:

By: _____

Title: _____

Date: _____

Customer:

By: Helen Hall
(Print Name)

Helen Hall
(Signature)

Date: 9-23-2021

City of Ocala Electric Utility Account Number:

509 708 171 952

Approved as to form and legality:

_____
Robert W. Batsel, Jr.
Assistant City Attorney

Pay Online

Building-related contacts

Learn how the Florida Spring Protection Act, effective July 1, 2018, impacts Marion County's p

Current standards: Florida Building Code, 7th edition.

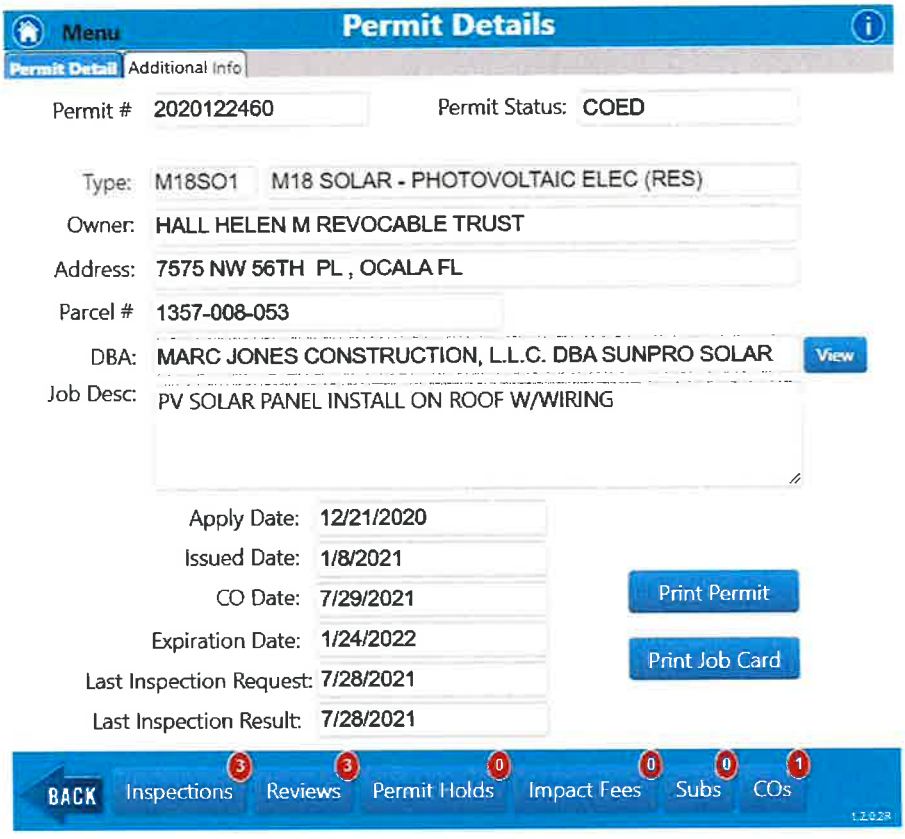
CONTACT

Building Safety
2710 E. Silver Springs Blvd.
Ocala, FL 34470

352-438-2400

Email

Permit search & inspection scheduling



Pay Online

Building-related contacts

Learn how the Florida Spring Protection Act, effective July 1, 2018, impacts Marion Count

Current standards: Florida Building Code, 7th edition.

CONTACT

Building Safety
2710 E. Silver Springs Blvd.
Ocala, FL 34470

352-438-2400

Email

Permit search & inspection scheduling

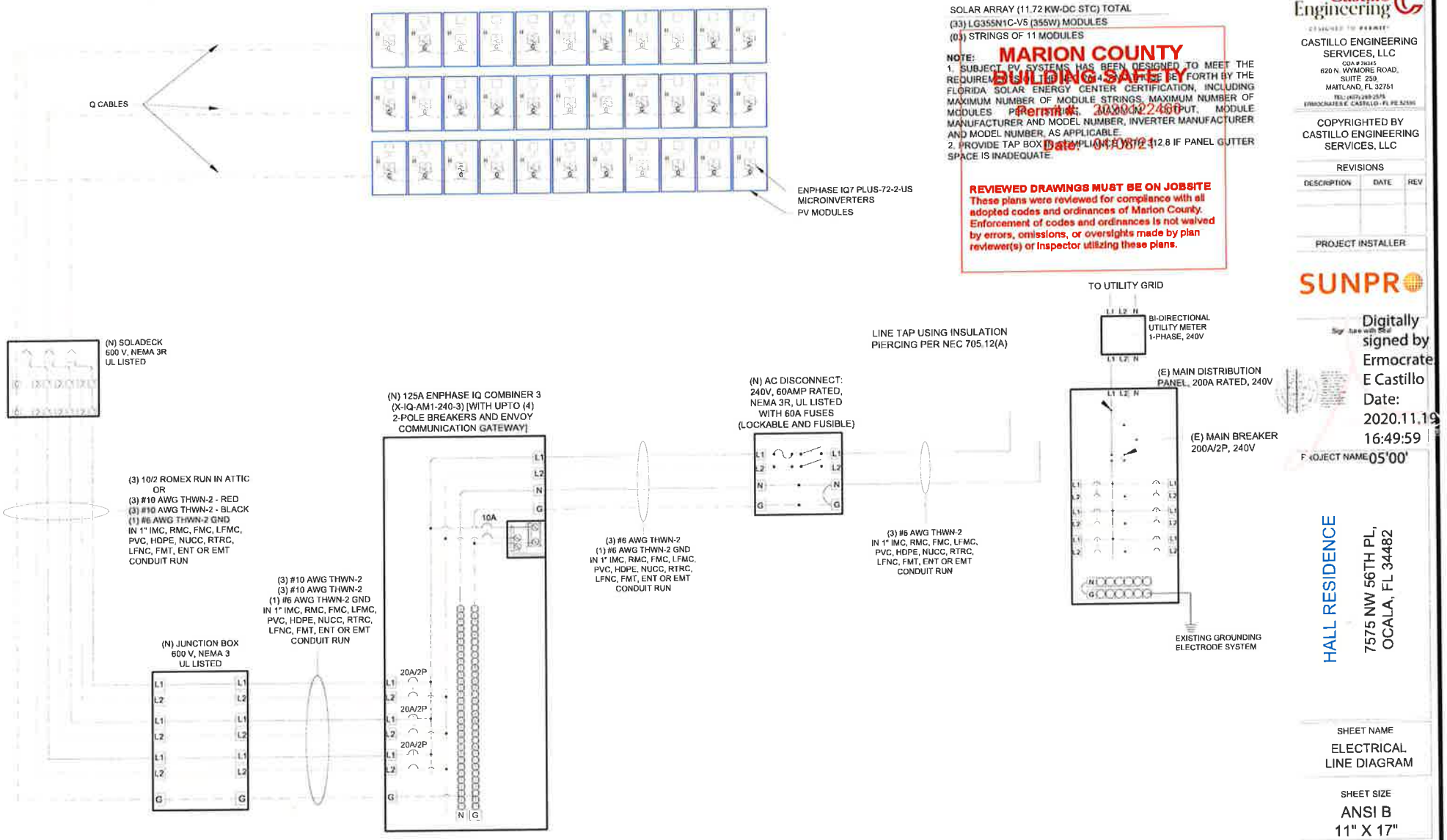
Menu **Inspections for Permit # 2020122460**

ALL REQUESTED ONLY RESULTED ONLY AVAILABLE TO REQUEST

CODE	DESCRIPTION	REQUEST DATE	RESULT DATE	RESULT
108	108 FINAL STRUCTURAL	7/28/2021	7/28/2021	(90) APPROVED
203	203 FINAL ELECTRIC NO	7/28/2021	7/28/2021	(90) APPROVED
208	208 ROUGH ELECTRIC	7/28/2021	7/28/2021	(90) APPROVED

Permit Valid # Which is the last 3 digits of permit number

BACK Details Request Selected Cancel Selected Request New



1 | ELECTRICAL LINE DIAGRAM
E-01 SCALE: NTS

Castillo Engineering
CASTILLO ENGINEERING SERVICES, LLC
COA # 29345
620 N. WYMORE ROAD,
SUITE 250
MAITLAND, FL 32751
TEL: (407) 289-2575
ERMOCRATES E. CASTILLO - FL PE 82590

COPYRIGHTED BY CASTILLO ENGINEERING SERVICES, LLC

REVISIONS

DESCRIPTION	DATE	REV

PROJECT INSTALLER

SUNPRO

Digitally signed by Ermocrates E Castillo
Date: 2020.11.19 16:49:59 -05'00'

PROJECT NAME
HALL RESIDENCE
7575 NW 56TH PL,
OCALA, FL 34482

SHEET NAME
ELECTRICAL LINE DIAGRAM

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
E-01

1159

LG NeON®2

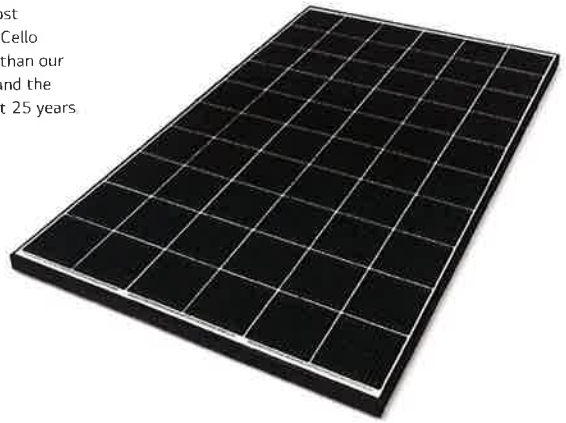


60

LG355N1C-N5

355W

The LG NeON® 2 is LG's best-selling solar module and one of the most powerful and versatile modules on the market today. Featuring LG's Cello Technology™, the LG NeON® 2 N5 provides 3% more power output than our V5 models. The cells are designed to appear all-black at a distance, and the performance warranty guarantees 90.1% of labeled power output at 25 years.



25 YEAR PRODUCT • PERFORMANCE • LABOR WARRANTY

Features

Performance Warranty

LG NeON® 2 has a module performance warranty. At 25 years, the NeON® 2 is guaranteed to produce at least 90.1% of its labeled power output.

25-Year Limited Product Warranty

The NeON® 2 is covered by a 25-year limited product warranty. In addition, up to $450 of labor costs will be covered in the rare case that a module needs to be repaired or replaced.

Solid Performance on Hot Days

LG NeON® 2 performs well on hot days due to its low temperature coefficient.

Roof Aesthetics

LG NeON® 2 has been designed with aesthetics in mind using thinner wires that appear all black at a distance.

When you go solar, ask for the brand you can trust: LG Solar

About LG Electronics USA, Inc.

LG Electronics is a global leader in electronic products in the clean energy markets by offering solar PV panels and energy storage systems. The company first embarked on a solar energy source research program in 1985, supported by LG Group's vast experience in the semi-conductor, LCD, chemistry and materials industries. In 2010, LG Solar successfully released its first MonoX® series to the market, which is now available in 32 countries. The NeON® (previous MonoX® NeON), NeON®2, NeON®2 BiFacial won the "Intersolar AWARD" in 2013, 2015 and 2016, which demonstrates LG's leadership and innovation in the solar industry.

LG Life's Good

1160

LG NeON®2

LG355N1C-N5

General Data

Cell Properties (Material/Type)	Monocrystalline/N-type
Cell Maker	LG
Cell Configuration	60 Cells (6 x 10)
Number of Busbars	12EA
Module Dimensions (L x W x H)	1,700mm x 1,016mm x 40 mm
Weight	18.0 kg
Glass (Material)	2.8mm Tempered Glass with High Transmission Anti-Reflective Coating
Backsheet (Color)	White
Frame (Material)	Anodized Aluminum
Junction Box (Protection Degree)	IP 68 with 3 Bypass Diodes
Cables (Length)	1,000mm x 2EA
Connector (Type/Maker)	MC 4/MC

Certifications and Warranty

Certifications	IEC 61215-1/-1-1/2 2016, IEC 61730-1/2:2016
	ISO 9001, ISO 14001, ISO 50001
	OHSAS 18001
Salt Mist Corrosion Test	IEC 61701 2012 Severity 6
Ammonia Corrosion Test	IEC 62716 2013
Hail Test	25mm (1") diameter at 23 m/s (52 mph)
Module Fire Performance	Type 1 (UL1703)
Fire Rating	Class C (UL 790, ULC/ORD C 1703)
Solar Module Product Warranty	25 Year Limited
Solar Module Output Warranty	Linear Warranty*

*Improved 1st year 98%, from 2-24th year 0.33%/year down, 90.1% at year 25

Temperature Characteristics

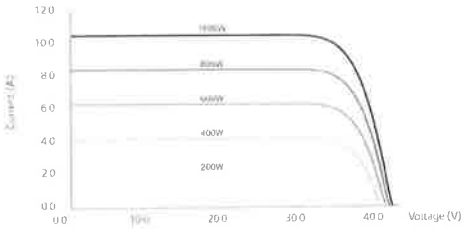
NMOT*	[°C]	42 ± 3
Pmax	[%/°C]	-0.34
Voc	[%/°C]	-0.26
Isc	[%/°C]	0.03

*NMOT (Nominal Module Operating Temperature) Irradiance 800 W/m², Ambient temperature 20°C, Wind speed 1 m/s, Spectrum AM 1.5

Electrical Properties (NMOT)

Model		LG355N1C-N5
Maximum Power (Pmax)	[W]	266
MPP Voltage (Vmpp)	[V]	32.6
MPP Current (Impp)	[A]	8.17
Open Circuit Voltage (Voc)	[V]	39.1
Short Circuit Current (Isc)	[A]	8.68

I-V Curves



Electrical Properties (STC*)

Model		LG355N1C-N5
Maximum Power (Pmax)	[W]	355
MPP Voltage (Vmpp)	[V]	34.7
MPP Current (Impp)	[A]	10.25
Open Circuit Voltage (Voc, ± 5%)	[V]	41.5
Short Circuit Current (Isc, ± 5%)	[A]	10.80
Module Efficiency	[%]	20.6
Power Tolerance	[%]	0 ~ +3

*STC (Standard Test Condition) Irradiance 1000 W/m², cell temperature 25°C, AM 1.5
Measurement Tolerance of Pmax ± 3%

Operating Conditions

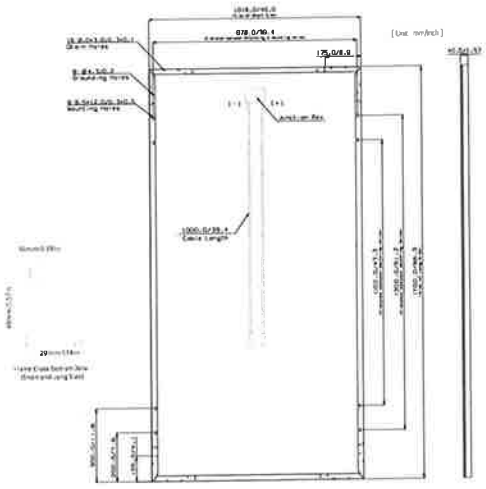
Operating Temperature	[°C]	-40 ~ +90
Maximum System Voltage	[V]	1000 (IEC)
Maximum Series Fuse Rating	[A]	20
Mechanical Test Load* (Front)	[Pa/psf]	5,400/113
Mechanical Test Load (Rear)	[Pa/psf]	4,000/84

*Based on IEC 61215-2 2016 (Test Load = Design Load x Safety Factor (1.5))
**Mechanical Test Loads 6,000Pa/5,400Pa based on IEC 61215-2016

Packaging Configuration

Number of Modules per Pallet	[EA]	25
Number of Modules per 40' Container	[EA]	650
Number of Modules per 53' Container	[EA]	850
Packaging Box Dimensions (L x W x H)	[mm]	1750 x 1,120 x 1,221
Packaging Box Dimensions (L x W x H)	[in]	69 x 44.25 x 48.25
Packaging Box Gross Weight	[kg]	485
Packaging Box Gross Weight	[lb]	1,070

Dimensions (mm/inch)



LG Electronics USA, Inc.
Solar Business Division
2000 Millbrook Drive
Lincolnshire, IL 60069
www.lg-solar.com

Product specifications are subject to change without notice
LG355N1C-N5.pdf
050820

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1161

Enphase IQ 7 and IQ 7+ Microinverters

The high-powered smart grid-ready **Enphase IQ 7 Micro™** and **Enphase IQ 7+ Micro™** dramatically simplify the installation process while achieving the highest system efficiency.

Part of the Enphase IQ System, the IQ 7 and IQ 7+ Microinverters integrate seamlessly with the Enphase IQ Envoy™, Enphase Q Aggregator™, Enphase IQ Battery™, and the Enphase Enlighten™ monitoring and analysis software.

IQ 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.



Easy to Install

- Lightweight and simple
- Faster installation with improved, lighter two-wire cabling
- Built-in rapid shutdown compliant (NEC 2014 & 2017)

Productive and Reliable

- Optimized for high powered 60-cell and 72-cell* 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)

* The IQ 7+ Micro is required to support 72-cell modules.

To learn more about Enphase offerings, visit **enphase.com**

ENPHASE

Enphase IQ 7 and IQ 7+ Microinverters

INPUT DATA (DC)	IQ7-60-2-US	IQ7PLUS-72-2-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	1.15 A	1.21 A	1.39 A
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	16 (240 VAC)		13 (240 VAC)	
	13 (208 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	@208 V
CEC weighted efficiency	97.0 %	97.0 %	97.0 %	96.5 %

MECHANICAL DATA	IQ 7 Microinverter	IQ 7+ Microinverter
Ambient temperature range	-40°C to +65°C	-40°C to +65°C
Relative humidity range	4% to 100% (condensing)	
Connector type	MC4 (or Amphenol H4 UTX with additional Q-DCC-5 adapter)	
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	
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.

To learn more about Enphase offerings, visit **enphase.com**

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2018-01-23

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PV array configuration	1 x 1 ungrounded array; No additional DC side protection required; AC side protection requires max 20A per branch circuit	

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Relative humidity range	4% to 100% (condensing)	
Connector type	MC4 (or Amphenol H4 UTX with additional Q-DCC-5 adapter)	
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	
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.
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ENPHASE

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2018-01-23

2/10/18

HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)

PARTICIPATION AGREEMENT BETWEEN THE CITY OF OCALA

AND

HMIS Participating Agency: Estelle Byrd Whitman Wellness

This agreement is entered into by and between the **CITY OF OCALA** (hereafter known as the "HMIS Lead Agency") and **Estelle Byrd Whitman Wellness** (hereafter known as "Participating Agency") regarding access and use of the Homeless Management Information System database (hereafter known as "HMIS/Charity Tracker").

I. Introduction

HMIS/Charity Tracker, a shared human services database, allows authorized personnel at homeless and human service provider agencies throughout Marion County to enter, track and report on information concerning their own clients and to share information, subject to appropriate inter-agency agreements, regarding common clients.

HMIS/Charity Tracker goals are to:

- Improve coordinated care for housing assistance programs and services to persons experiencing or at risk of experiencing homelessness in Marion County;
- Provide a user-friendly centralized intake records system that expedites client intake procedures;
- Improve referral accuracy, and support the collection of quality information that can be used for program improvement and service planning, and
- Meet the reporting requirements of the U.S. Department of Housing and Urban Development ("HUD") and other funders, as needed.

In compliance with state and federal requirements regarding client confidentiality and data security, HMIS/Charity Tracker is designed to collect and deliver timely, credible, quality data about services and homeless persons or persons at risk of homelessness. The City of Ocala is the lead agency chosen by the Continuum of Care (CoC) to administer and oversee HMIS/Charity Tracker. HMIS/Charity Tracker is administered in accordance with HUD guidelines.

II. HMIS and Lead Agency Responsibilities

1. HMIS Lead Agency will provide Participating Agency 24-hour access to the HMIS/Charity Tracker data-gathering system, via internet connection, subject to outages due to maintenance or resulting from factors outside of HMIS Lead Agency's reasonable control, such as interruptions in service from third-party providers.

HMIS Participating Agency understands that the following fully executed documents will be kept on file and available for review.

- ☐ Agency Full Privacy Notice
- ☐ Fully executed Client Release of Information Forms (maintained for period specified by grant funders up to seven years).
- ☐ Certification of Completion of required training (on current HMIS platform) for HMIS agents.
- ☐ HMIS Policies and Procedure Manual on current HMIS platform.

ATTEST:

Angel B. Jacobs
City Clerk

CITY OF OCALA

Sandra Wilson
City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.
City Attorney

Estella Byrd Whitman Wellness

Carolyn Adams, APNP, CEO
(Signature)

Carolyn Adams
(Printed Name)

CEO
(Title)

#211117

OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 19.0
CANCELS ORIGINAL SHEET NO. 19.0

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: Jessica Zarate

Mailing Address: 3086 NE 45th Ave

City: Ocala State: FL Zip Code: 34470

Phone Number: (352) 226-4820 Alternate Phone Number: _____

Email Address: jessica_zarate_87@yahoo.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 563065-233039

2. RGS Facility Information

Facility Location: On roof of above address

Ocala Electric Utility Customer Account Number: 563065-233039

RGS Manufacturer: Hanwha QCell

Manufacturer's Address: _____

_____

Reference or Model Number: Q.Peak Duo BLK-G6+ 330W

Serial Number: _____

(Continued on Sheet No.19.1)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

3. Facility Rating Information

Gross Power Rating: 5.78 ("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 Photovoltaic

Anticipated In- Service Date: _____

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)

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: Jessica Zarate _____ Date: 11/7/21
(Print Name)

_____
(Signature)

Tower Hill Insurance

Evidence of Residential Property Insurance

This is evidence that property insurance as identified below will be issued. This evidence of future insurance is informational only, does not constitute a contract between the parties listed and does not amend, extend or alter the coverage afforded by the policy listed below. Further, the insurance afforded by the policy is subject to all the terms, exclusions and conditions of the policy.

Insurance Company: TOWER HILL SIGNATURE INSURANCE COMPANY

Policy Number: P011157203

Policy Type: Homeowners

Insured(s):
Jessica Zarate
3086 NE 45TH AVE
OCALA, FL 34470

Location:
3086 NE 45TH AVE
OCALA FL 34470

Policy Dates: 05/21/2021 to 05/21/2022
Policy period begins at time of closing and ends at 12:01 A.M. standard time at (location).

Agency: FL8403
Foundation Insurance of Florida
6413 CONGRESS AVENUE SUITE 250
BOCA RATON, FL 33487

Mortgagee 1:
Alcova Mortgage LLC
ISAOA/ATIMA
308 MARKET ST SE
Roanoke, VA 24011

Loan/Application Number: 2104AM4005

Property Coverage Limits:

COVERAGE A - Dwelling	$235,000
COVERAGE B - Other Structures	$4,700
COVERAGE C - Personal Property	$58,750
COVERAGE D - Loss of Use	$47,000
COVERAGE E - Personal Liability (Each Occurrence)	$300,000
COVERAGE F - Medical Payments to Others (Each Person)	$5,000

Hurricane Deductible	2% of Coverage A
All Other Perils Deductible	$2,500
Annual Premium	$590.00

NOTICE: This form is for proof of future insurance for a real estate closing and is effective upon the date listed only if the closing occurred on that date. This document is void if replaced with other insurance or the closing does not occur on the effective date.

Confirmation to Mortgagee/Additional Interest(s) will occur with the production of the Policy Declarations.

Authorized Representative: Stephen E. Allnutt

IL-0517-00 (01/13)

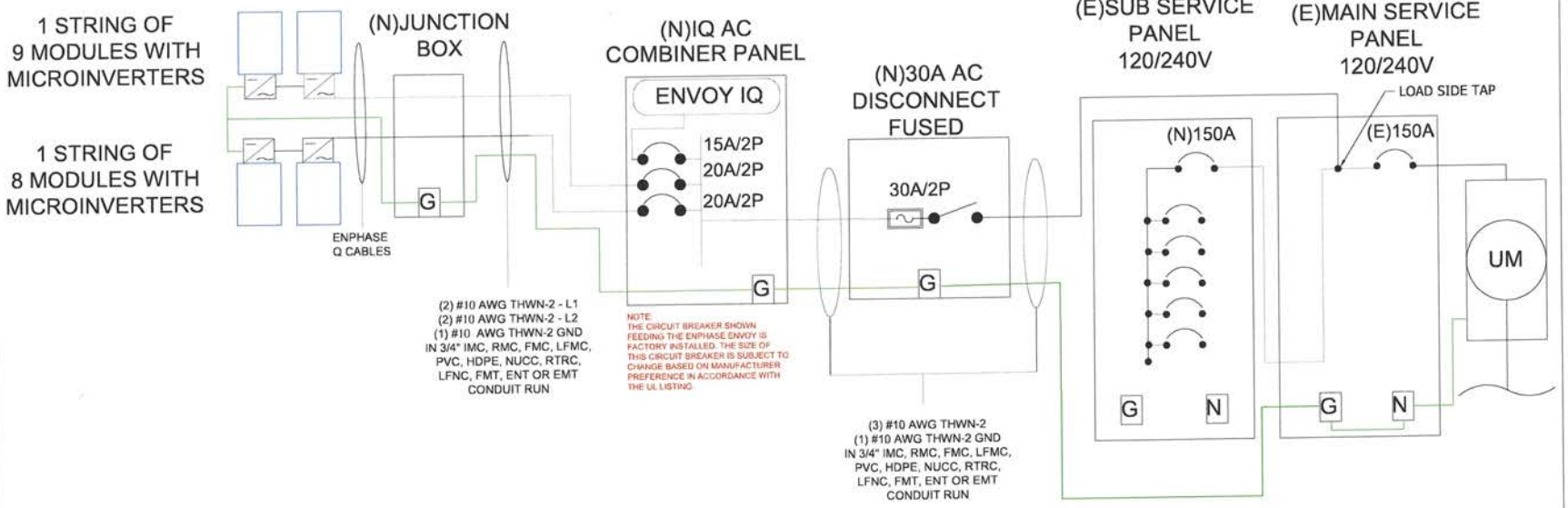
Produced on 05/17/2021

MODULE SPECIFICATION	
MODEL NO.	REC SOLAR REC325NP (325W)
PEAK POWER	325W
RATED VOLTAGE (Vmpp)	34.4V
RATED CURRENT (Impp)	9.46A
OPEN CIRCUIT VOLTAGE (Voc)	41.0V
SHORT CIRCUIT CURRENT (Isc)	10.27A

INVERTER SPECIFICATIONS	
MANUFACTURER	ENPHASE
MODEL NO.	ENPHASE IQ7-60-2-US
MAX DC INPUT VOLTAGE	60 V
MAX OUTPUT POWER	240 VA
NOMINAL AC OUTPUT VOLTAGE	240 V
NOMINAL AC OUTPUT CURRENT	1 A

NOTE:
1. SUBJECT PV SYSTEMS HAS BEEN DESIGNED TO MEET THE REQUIREMENTS OF THE NEC 2017, NFPA 70 AND THOSE SET FORTH B 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.
2. PROVIDE TAP BOX IN COMPLIANCE WITH 312.8 IF PANEL GUTTER SPACE IS INADEQUATE.

SOLAR ARRAY (5.525 KW-DC STC)
(17) REC SOLAR REC325NP (325W) MODULES
(1) BRANCH OF 9 MODULES
(1) BRANCH OF 8 MODULES



PER FL. STATUE 377.705 (REVISED 7/1/2017) I, MINDY NICOLE O'NEAL PE#69779, AN ENGINEER LICENSED PURSUANT TO CHAPTER 471, CERTIFY THAT THE PV ELECTRICAL SYSTEM AND ELECTRICAL COMPONENTS ARE DESIGNED AND APPROVED USING THE STANDARDS CONTAINED IN THE MOST RECENT VERSION OF THE FLORIDA BUILDING CODE.

REVIEWED
City of Ocala Growth Management
ELE21-0841 08/26/21

STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Mindy Nicole O'Neal
Date: 2021.08.20 15:26:40 -04'00'

JESSICA ZARATE
3086 NE 45TH AVE
OCALA, FL 34470, USA

REVISIONS	DESCRIPTION	DATE
REV. ENGG.		

PERMIT DEVELOPER	
DATE	08/13/2021
DESIGNER	OVR
REVIEWER	

SHEET NAME
SINGLE LINE DIAGRAM

SHEET NUMBER
E-01

SOLAR'S MOST TRUSTED

REC

REC N-PEAK SERIES

PREMIUM MONO N-TYPE SOLAR PANELS WITH SUPERIOR PERFORMANCE

MONO N-TYPE: THE MOST EFFICIENT C-SI TECHNOLOGY

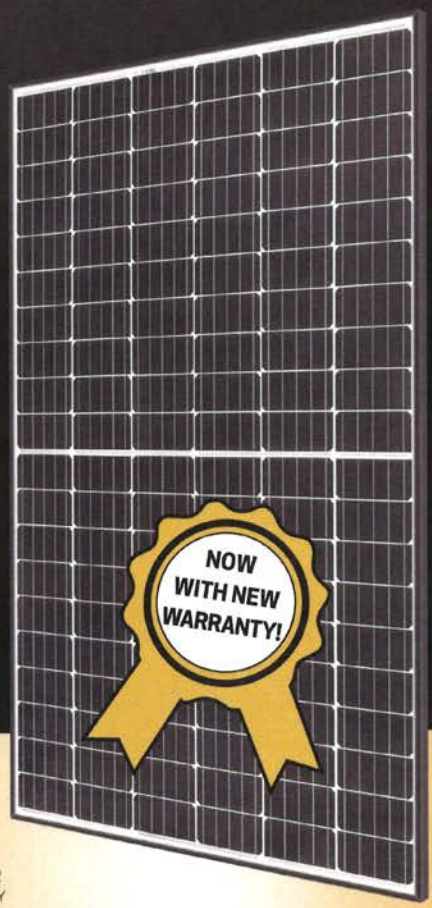
NO LIGHT INDUCED DEGRADATION

SUPER-STRONG FRAME UP TO 7000 PA SNOW LOAD

FLEXIBLE INSTALLATION OPTIONS

IMPROVED PERFORMANCE IN SHADED CONDITIONS

GUARANTEED HIGH POWER OVER LIFETIME

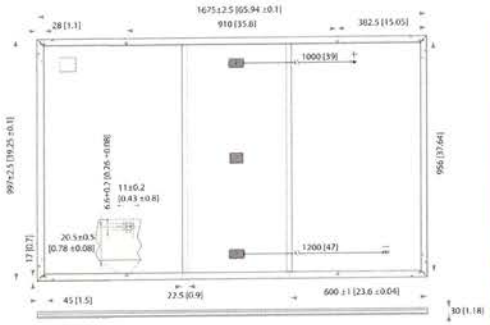


330 Wp POWER

20 YEAR PRODUCT WARRANTY

0.5% ANNUAL DEGRADATION OVER 25-YEAR POWER WARRANTY

REC N-PEAK SERIES



ELECTRICAL DATA @ STC	Product code*: RECxxxNP				
Nominal Power - P_{mpp} (Wp)	310	315	320	325	330
Watt Class Sorting - (W)	-0/+5	-0/+5	-0/+5	-0/+5	-0/+5
Nominal Power Voltage - V_{mpp} (V)	33.6	33.9	34.2	34.4	34.6
Nominal Power Current - I_{mpp} (A)	9.24	9.31	9.37	9.46	9.55
Open Circuit Voltage - V_{oc} (V)	40.2	40.5	40.8	41.0	41.3
Short Circuit Current - I_{sc} (A)	10.01	10.09	10.18	10.27	10.36
Panel Efficiency (%)	18.6	18.9	19.2	19.5	19.8

Values at standard test conditions (STC: air mass AM 1.5, irradiance 1000 W/m², temperature 25°C), based on a production spread with a tolerance of V_{oc} & I_{sc} ±3% within one watt class. * Where xxx indicates the nominal power class (P_{mpp}) at STC above.

ELECTRICAL DATA @ NOCT	Product code*: RECxxxNP				
Nominal Power - P_{mpp} (Wp)	234	238	241	245	249
Nominal Power Voltage - V_{mpp} (V)	31.1	31.4	31.7	31.9	32.1
Nominal Power Current - I_{mpp} (A)	7.51	7.56	7.62	7.69	7.76
Open Circuit Voltage - V_{oc} (V)	37.3	37.5	37.8	38.0	38.3
Short Circuit Current - I_{sc} (A)	8.01	8.07	8.14	8.22	8.29

Nominal operating cell temperature (NOCT: air mass AM 1.5, irradiance 800 W/m², temperature 20°C, windspeed 1 m/s). * Where xxx indicates the nominal power class (P_{mpp}) at STC above.

CERTIFICATIONS

UL 1703 (Fire type 2), IEC 62215, IEC 61730, IEC 62804 (PID), IEC 61701 (Salt Mist), IEC 62716 (Ammonia), ISO 9001:2015, ISO 14001:2004, OHSAS 18001:2007

WARRANTY

20 year product warranty.
25 year linear power output warranty, maximum degression in performance of 0.5% p.a., giving 86% at end of year 25.
See warranty conditions for further details.

GENERAL DATA

Cell type:	120 half-cut n-type mono c-Si cells 6 strings of 20 cells in series
Glass:	0.13" (3.2 mm) solar glass with anti-reflection surface treatment
Backsheet:	Highly resistant polymeric construction
Frame:	Anodized aluminum (black)
Junction box:	3-part, 3 bypass diodes, IP67 rated in accordance with IEC 62790
Cable:	12 AWG (4 mm²) PV wire, 39 + 47" (1m + 1.2m) in accordance with EN 50618
Connectors:	Stäubli MC4 PV-KBT4/KST4, 12 AWG (4 mm²) in accordance with IEC 62852 IP68 only when connected
Origin:	Made in Singapore

MECHANICAL DATA

Dimensions:	65.9 x 39.25 x 1.1" (1675 x 997 x 30 mm)
Area:	17.98 ft² (1.67 m²)
Weight:	39.7 lbs (18 kg)

MAXIMUM RATINGS

Operational temperature:	-40 ... +85°C
Maximum system voltage:	1000 V
Design load (+) snow Maximum test load (+)	4666 Pa (97.5 lbs/ft²)* 7000 Pa (146 lbs/ft²)*
Design load (-) wind Maximum test load (-)	1600 Pa (33.4 lbs/ft²)* 2400 Pa (50 lbs/ft²)*
Max series fuse rating:	25 A
Max reverse current:	25 A

* Calculated using a safety factor of 1.5
** See installation manual for mounting instructions

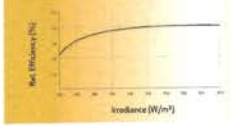
TEMPERATURE RATINGS*

Nominal Operating Cell Temperature:	44°C (±2°C)
Temperature coefficient of P_{mpp}:	-0.35 %/°C
Temperature coefficient of V_{oc}:	-0.27 %/°C
Temperature coefficient of I_{sc}:	0.04 %/°C

* The temperature coefficients stated are linear values

LOW LIGHT BEHAVIOUR

Typical low irradiance performance of module at STC:



Specifications subject to change without notice.

Rec_NE-175-11-Rev-B_EN/ES

Founded in Norway in 1996, REC is a leading vertically integrated solar energy company. Through integrated manufacturing from silicon to wafers, cells, high-quality panels and extending to solar solutions, REC provides the world with a reliable source of clean energy. REC's renowned product quality is supported by the lowest warranty claims rate in the industry. REC is a Bluestar Elkem company with headquarters in Norway and operational headquarters in Singapore. REC employs more than 2,000 people worldwide, producing 1.5 GW of solar panels annually.

REC

www.recgroup.com

REVIEWED

City of Ocala Growth Management

ELE21-0841 08/26/21

THESE PLANS HAVE BEEN REVIEWED FOR COMPLIANCE WITH THE CODES AND ORDINANCES OF THE CITY OF OCALA AS ENFORCED BY THE JURISDICTION REVIEWING THE PLANS. THIS DOES NOT PRECLUDE THE ENFORCEMENT OF OTHER CODES AND REGULATIONS OF JURISDICTIONS HAVING JURISDICTION OVER THE SUBJECT CODE VIOLATIONS ARE CORRECTED.

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FLORIDA REGISTRY# 83317

JESSICA ZARATE

3086 NE 45TH AVE
OCALA, FL 34470, USA

REVISIONS	REV	ENGG.	DESCRIPTION	DATE

PERMIT DEVELOPER	
DATE	08/13/2021
DESIGNER	OVR
REVIEWER	

SHEET NAME: MODULE DATASHEET

SHEET NUMBER: DS-01

1173

Data Sheet
Enphase Microinverters
Region: AMI RICAS

Enphase IQ 7 and IQ 7+ Microinverters

The high-powered smart grid-ready Enphase IQ 7 Micro™ and Enphase IQ 7+ Micro™ dramatically simplify the installation process while achieving the highest system efficiency.

Part of the Enphase IQ System, the IQ 7 and IQ 7+ Microinverters integrate with the Enphase IQ Envoy™, Enphase IQ Battery™, and the Enphase Enlighten™ monitoring and analysis software.

IQ 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.



Easy to Install

- Lightweight and simple
- Faster installation with improved, lighter two-wire cabling
- Built-in rapid shutdown compliant (NEC 2014 & 2017)

Productive and Reliable

- Optimized for high powered 60-cell and 72-cell* 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)

* The IQ 7+ Micro is required to support 72-cell modules.

To learn more about Enphase offerings, visit **enphase.com**

ENPHASE

Enphase IQ 7 and IQ 7+ Microinverters

INPUT DATA (DC)	IQ7-60-2-US	IQ7PLUS-72-2-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	18 mA		18 mA	
Power factor setting	1.0		1.0	
Power factor (adjustable)	0.85 leading ... 0.85 lagging		0.85 leading ... 0.85 lagging	
EFFICIENCY	**@240 V**	**@208 V**	**@240 V**	**@208 V**
Peak 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	MC4 (or Amphenol H4 UTX with additional Q-DCC-5 adapter)
Dimensions (HxWxD)	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**

ENPHASE

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REVIEWED
City of Ocala Growth Management
ELE21-0841 08/26/21

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REVISIONS	DESCRIPTION	DATE
REV	ENGG	

PERMIT DEVELOPER	
DATE	08/13/2021
DESIGNER	OVR
REVIEWER	

SHEET NAME
INVERTER DATASHEET

SHEET NUMBER
DS-02

1174

Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 7th day of November, 2021, by and between Jessica Zarate, (hereinafter called "**Customer**"), located at 3086 NE 45th Ave 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: 3086 NE 45th Ave, 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)

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)

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)

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)

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)

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)

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)

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)

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)

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility:

By: _____

Title: _____

Date: _____

Customer:

By: Jessica Zarate
(Print Name)

(Signature)

Date: 11/7/21

City of Ocala Electric Utility Account Number:

563065-233039

Approved as to form and legality:

_____
Robert W. Batsel, Jr.
Assistant City Attorney

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 7th day of November, 2021, 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 Jessica Zarate, 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)

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)

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)

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)

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)

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility	**Florida Municipal Power Agency**
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Customer
By: Jessica Zarate Date: 11/7/21
(Print Name)
(Signature)

Customer's City of Ocala Electric Utility Account Number: 563065-233039

Approved as to form and legality:

_____
Robert W. Batsel, Jr.
Assistant City Attorney

(Continued on Sheet No. 20.6)

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.

OCALA FIBER NETWORK

CONTRACT#: OFN/211158

AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES

THIS AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (the "Utility" or "City"), by and through its fiber utility, Ocala Fiber Network ("OFN"), and **JUNQUEEN HOME DECOR**, a for-profit sole proprietorship company organized and duly authorized to conduct business in the State of Florida ("Customer").

WHEREAS, the City owns and operates a telecommunications fiber optic network as part of its utility services offered in and around the City of Ocala; and

WHEREAS, the Customer desires to lease various fiber optic telecommunication services as noted in **Exhibit A-Service Pricing** from the Utility.

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

1. **RECITALS.** City and Customer hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings specified below:

   A. **Customer:** the end user of the supplied fiber optic service.
   B. **Authorized Users**: users authorized by the Customer to utilize the fiber optic connection.
   C. **Reseller**: a company who purchases fiber optic service to re-sell to a customer, other than the Customer referenced in this Agreement.
   D. **Effective Date**: the date that this Agreement has been fully executed by all parties.
   E. **Service Date**: the date on which fiber optic telecommunication services are installed and ready for Customer use; also the date on which Customer billing begins.
   F. **Access Cost**: the cost to build new networked lines to Customer's service location.
   G. **Live and Ready for Use**: assigned fiber lines ready for transmitting and receiving electronic data flow.
   H. **Initial Term**: shall mean the minimum time period required for lease of fiber optic telecommunication services by the Customer.

3. **SCOPE OF SERVICES.**

   A. Customer agrees to lease from the Utility those services set forth in **Exhibit A – Service Pricing** (the "Services") at the following location(s): **12412 E. HWY 40, SILVER SPRINGS, FL**.

   B. **Internet Services**. Flexible Bandwidth purchased for Internet usage will coincide with Internet Services commitment. Customer understands that Customer and Customer's Authorized Users may access the Internet through the Service. Customer agrees neither the Utility nor any of its affiliates operates or controls the Internet. City does not warrant in any manner the merchandise, information or services purchased or accessed by Customer from Third Parties. Customer assumes total responsibility and risk for use of the Service and the Internet by Customer and/or Customer's Authorized Users. Neither the City, its' agents, nor affiliates make any express or implied warranties, representations or endorsements whatsoever with regard to said use.

   C. Customer acknowledges that any access to the Service(s) under this Agreement is intended for the use of the Customer and its Authorized Users only. Customer and its Authorized Users shall not resell or share the Service(s) to any other party without having executed a separate Reseller Agreement with the Utility.

   D. Customer will follow the rules set forth in the Fair Use Policy attached hereto as **Exhibit B – Ocala Fiber Network Fair Use Policy.**

4. **EFFECTIVE DATE AND SERVICE DATE.** This Agreement is effective on the date executed by all parties as set forth below (the "Effective Date"). Customer's payment obligations shall not begin until the date that the fiber optic telecommunication services have been installed and the connection is live and ready for use by Customer (the "Service Date").

5. **INITIAL TERM/RENEWAL.** The Initial Term of this Agreement shall commence on the Effective Date and continue for a term of **TWELVE MONTHS (12 Months)** after the Service Date. Thereafter, this Agreement shall automatically renew on a month-to-month basis until services are terminated by either the Customer or the Utility pursuant to this Agreement. At the conclusion of the initial term, the Utility has the right to modify rates by providing a **THIRTY DAY (30-Day)** written notice to Customer. At that time, Customer has the right to reject the new rate and cancel services by providing notice to Utility.

6. **COMPENSATION.** Beginning on the Service Date and continuing throughout the initial term of this Agreement, the Customer shall pay to the Utility those fees as set forth in the monthly rate schedule attached hereto as **Exhibit A – Service Pricing**. The total initial

service rate under this Agreement shall be **NINETY-NINE AND NO/100 DOLLARS PER MONTH ($99.00/Per Month)**, excluding any applicable fees or taxes.

7. **DEFAULT AND TERMINATION.**

   A. 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 such notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

   B. If Customer defaults or terminates this Agreement without cause prior to the expiration of the original term, the Customer will be required to pay all payments remaining under the original Agreement term.

   C. This Agreement will be invoiced monthly as part of Customer's City of Ocala utility bill and therefore subject to all related commitments of the utility bill and billing requirements of the City of Ocala Code of Ordinances. The Utility may suspend or terminate service in the event of nonpayment by the Customer.

   D. Either Party may terminate this agreement for convenience at any time after the Initial Term indicated in Paragraph 5 by providing a **THIRTY DAY (30-Day)** written notice to the other Party.

8. **USE OF CUSTOMER'S PREMISES.** If necessary, the Customer shall provide the Utility with adequate space within its buildings or facilities for the Utility equipment required to furnish the Services and will provide the necessary electrical power to operate the onsite equipment. In addition, Customer will provide the Utility with ingress and egress to the properties, access to the buildings and access to conduit entering the building for telecommunications services from the public right of way, if necessary, to the applicable equipment room for the Utility installation of its cable or wire.

   A. All costs associated with any building modifications or conduit installation on the premises will be borne by the Customer, unless there has been a prior agreement between the parties covering said costs. The Utility will install its wire or cable once the Customer has provided for access.

   B. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals, including easements, license and/or permits where applicable from the owner which will allow the Utility to locate, install and maintain its equipment, cable and wire on the premises and to remove its equipment, cable and wire in the

event of Customer's default of any of the provisions of this Agreement or at the termination of this Agreement.

C. The Utility will have the right to perform inspections and audits of its equipment and fibers for its own internal contract accounting purposes upon reasonable advance notice.

D. All equipment, cable, wire and fiber optic lines provided or installed by the Utility shall remain the property of the Utility. The Customer will provide and allow the Utility access to the premises for normal and emergency maintenance, and if it is necessary, to remove or replace any of the equipment, cable, wire and/or fiber optic lines.

9. **PUBLIC RECORDS.** The City of Ocala shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the City shall:

A. Keep and maintain public records required by the public agency to perform the services set forth herein.

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 Agreement term and following completion of the Agreement if the City does not transfer the records to the public agency.

D. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the City or keep and maintain public records required by the public agency to perform the services set forth herein. If the City transfers all public records to the public agency upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City 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 CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY OF OCALA'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.

10. **MISCELLANEOUS PROVISIONS.**

A. **Assignment.** This Agreement shall not be assigned by Customer without the prior written consent of the Utility. However, either party may assign this Agreement to any entity that acquires all, or substantially all, of that party's assets, or in the case of Utility, Utility's business that is the subject hereof.

B. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.

C. **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.

D. **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.

E. **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 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.

F. **Section Headings**. The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

G. **Rights of Third Parties**. Unless expressly stated herein to the contrary, 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.

H. **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.

I. **Entire Agreement.** This Agreement, including exhibits, (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.

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

K. **Electronic Signatures.** Customer, 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 containing a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

L. **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 mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

Ocala Fiber Network, Attn: Director
3001 NE 21st St
Ocala, FL 34470
Tele: 352-401-6900 | E-Mail: telecom@ocalafl.org

JunQueen Home Decor
12412 E. Highway 40
Silver Springs, FL 34488 Attn: Teresa Hofacker
Tele: 352-553-7974
E-Mail: JunQueenslovejunk@gmail.com

M. **Attorney Fees.** If any civil action, 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 or parties shall be entitled to recover reasonable attorneys' fees and court costs.

N. **Indemnity.** Customer shall indemnify, up to the limits set forth in Florida Statute, s.768.28 in force at the time the contract was entered into by the parties, City of Ocala and its elected officials, employees and volunteers against, and hold City of Ocala and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City of Ocala 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. Nothing in this contract is intended to waive the sovereign immunity protections provided to the parties pursuant to Florida law.

O. **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 or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

P. The City of Ocala Utility Services has adopted an Identity Theft Prevention Program as required under 16 C.F.R. Part 681 for certain covered accounts that may be accessed

in accordance with this agreement. Accordingly, The City of Ocala Utility Services will conduct its activities in accordance with reasonable policies and procedures to detect, prevent, and mitigate the risk of identity theft.

11. **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.
12. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire Agreement between the Utility and the Customer shall only include those documents listed in this section as Exhibits to this Agreement, as follows:

Exhibit A- Service Pricing
Exhibit B– Ocala Fiber Network Fair Use Policy

IN WITNESS WHEREOF, the parties have executed this Agreement on 12/19/2021.

JunQueen Home Decor

Teresa M Hofacker

By: Teresa M Hofacker
(Printed Name)

owner
(Title)

CITY OF OCALA

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.
City Attorney

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **12 MONTH TERM**

12412 E. Hwy 40, Silver Springs, FL 34488

(Commercial Shared Internet - Silver)

Total Recurring Monthly Rate:

$ 99.00 (Taxes not included in cost. Taxes will be applied where applicable)

Equipment provided by the City of Ocala:

Fiber Termination Box; Fiber Jumper; SFP Optic; Media Converter

Equipment to be Returned to the City of Ocala Customer Service Office Upon Termination:

Fiber Jumper; SFP Optic; Media Converter (Items must be returned within 30 days of account termination)

EXHIBIT B- OCALA FIBER NETWORK (OFN) FAIR USE POLICY

What Is A Fair Use Policy (FUP)
A Fair Usage Policy - FUP, is intended to assure that all broadband customers enjoy the same experience and have access to a quick and reliable service at all times. OFN - Fair Use Policy is designed to make sure that your broadband service is a great value and is a dependable, reliable service whenever you use it.

WHY A FUP Is Needed
As an example, a small number of customers use Peer to Peer or file sharing software. This practice constantly sends and receives video and other very large files throughout the day consuming excessive bandwidth. This type of activity can significantly reduce the speed at which other customers can access the internet during peak hours. OFN will automatically identify the extremely heavy users and manage their bandwidth to protect the service for all our customers.

What Happens If A FUP Breach Happens
OFN will throttle back on their available internet bandwidth for a period of time.

Legal Considerations
OFN may only be used for lawful purposes in accordance with all laws, statutes and regulations in force within the United States. You may not use OFN to send, receive, store, distribute, transmit, post, upload or download any materials or data which:
• violates any Law;
• constitutes harassment;
• promotes or encourages illegal or socially unacceptable or irresponsible behavior;
• is in breach of any third-party rights (including any third-party intellectual property rights);
• has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
• damages or may damage our name and/or reputation

Do not violate anyone's systems or network security

You must not use the OFN's network to violate OFN security or any third party's system or network security by any method including:
• unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
• unauthorized monitoring of data or traffic on any network or system without the express written authorization of the owner of the system or network; or
• unauthorized interference with any user, host, system or network without the express written authorization of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate the OFN network security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):
• programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
• tools designed to compromise the security of other sites;
• programs or services designed to send or facilitate the sending of unsolicited advertisements; or
• programs or services designed to encourage or facilitate a breach of this FUP or any acceptable use policy of another internet services provider.

You must not connect the OFN service to unsecured machines or services able to be exploited by others to carry out actions which constitute a breach of this FUP.

You must not adapt, modify, decompile or reverse engineer any part of OFN's network. You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the OFN's network. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which violate this FUP once notified of such activity by OFN.

#211113

OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 19.0
CANCELS ORIGINAL SHEET NO. 19.0

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: Justin Johnson

Mailing Address: 4254 NE 29th Place

City: Ocala State: FL Zip Code: 34470

Phone Number: 352 789 9784 Alternate Phone Number: _____

Email Address: jenniferjohnson720@aol.com Fax Number: _____

Ocala Electric Utility Customer Account Number: _____

2. RGS Facility Information

Facility Location: Rooftop

Ocala Electric Utility Customer Account Number: 561337-212571

RGS Manufacturer: Hanwha / Enphase

Manufacturer's Address: _____

Reference or Model Number: Q.PEAK DUO BLK-G6(340w) / IQ7

Serial Number: _____

(Continued on Sheet No.19.1)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

3. Facility Rating Information

Gross Power Rating: 8.99 ("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 Photovoltaic

Anticipated In- Service Date: _____

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)

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: Justin Johnson Date: 10/21/21
(Print Name)

(Signature)

ASI PREFERRED INSURANCE CORP

1 ASI Way
St. Petersburg, FL 33702

PROGRESSIVE HOME

Homeowners Declaration Page

Total Policy Premium: $468
Policy Number: FLP382044

Named Insured:
JUSTIN JOHNSON AND JENNIFER JOHNSON
4254 NE 29TH PL
OCALA, FL 34470

Agent:
Progressive Direct
P.O. Box 23039
Saint Petersburg, FL 33742

Agent Code: 431057
For Policy Service, Call: (866)487-2643

Effective Date of This Transaction: 2/1/2019

Activity of This Transaction: Other

Residence Premises:
4254 NE 29TH PL
OCALA, FL 34470-3366

Policy Period: From: 12/08/2018 To: 12/08/2019
(At 12:01 AM Standard Time at the residence premises)

Plan Type: HO3

Coverage at the residence premises is provided only where a limit of liability is shown or a premium is stated.

Coverages and Limits of Liability		Limit	Premium
SECTION I:	A. Dwelling Coverage	$287,000	1856.10
	B. Other Structures	$5,740	Included
	C. Personal Property	$114,800	-16.97
	D. Loss of Use	$28,700	Included
SECTION II:	E. Personal Liability - Each Occurrence	$200,000	10.00
	F. Medical Payments to Others - Each Person	$2,500	6.00

OTHER COVERAGES AND ENDORSEMENTS:
(Printed on the following page)

Deductibles:
HURRICANE: 2% - $5740
ALL OTHER COVERED PERILS: $1000

Mortgagee:

1st Mortgagee:
Regions Bank DBA Regions Mortgage ISAOA
PO Box 200401
Florence, SC 29502-0401
Loan #1899006391 Escrow: Yes

2nd Mortgagee:

Countersigned by Authorized Representative St. Petersburg, FL Date: 02/04/2019

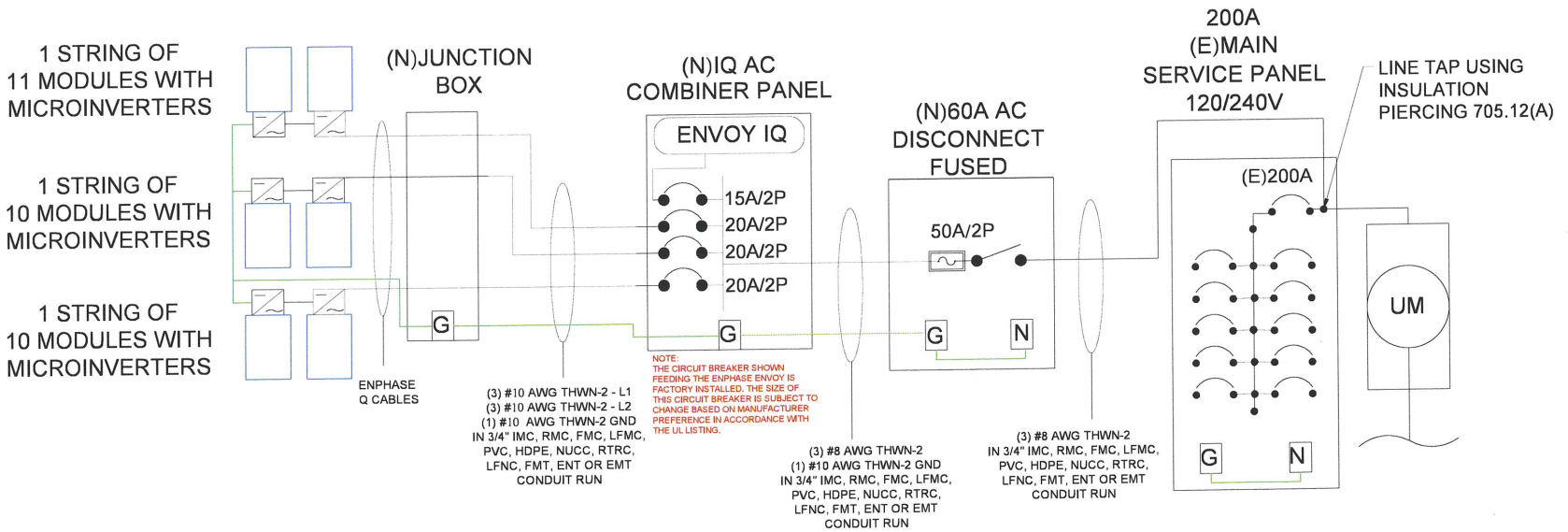
MODULE SPECIFICATION	
MODEL NO.	HANWHA Q.PEAK DUO BLK-G6(340W)
PEAK POWER	340W
RATED VOLTAGE (Vmpp)	33.94V
RATED CURRENT (Impp)	10.02A
OPEN CIRCUIT VOLTAGE (Voc)	40.66V
SHORT CIRCUIT CURRENT (Isc)	10.52A

INVERTER SPECIFICATIONS	
MANUFACTURER	ENPHASE
MODEL NO.	IQ7PLUS-72-2-US
MAX DC INPUT VOLTAGE	60 V
MAX OUTPUT POWER	290 VA
NOMINAL AC OUTPUT VOLTAGE	240 V
NOMINAL AC OUTPUT CURRENT	1.21 A

NOTE:
1. SUBJECT PV SYSTEMS HAS BEEN DESIGNED TO MEET THE REQUIREMENTS OF THE NEC 2017, NFPA 70 AND 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.
2. PROVIDE TAP BOX IN COMPLIANCE WITH 312.8 IF PANEL GUTTER SPACE IS INADEQUATE.

SOLAR ARRAY (10.54 KW-DC STC)

(31) HANWHA Q.PEAK DUO BLK-G6(340W) MODULES
(1) BRANCH OF 11 MODULES
(2) BRANCHES OF 10 MODULES



PER FL. STATUE 377.705 (REVISED 7/1/2017) I, MINDY NICOLE O'NEAL PE#69779, AN ENGINEER LICENSED PURSUANT TO CHAPTER 471, CERTIFY THAT THE PV ELECTRICAL SYSTEM AND ELECTRICAL COMPONENTS ARE DESIGNED AND APPROVED USING THE STANDARDS CONTAINED IN THE MOST RECENT VERSION OF THE FLORIDA BUILDING CODE.

Unicity Solar Energy
ADD : 612 FLORIDA AVENUE, PALM HARBOR, FL 34683, USA
CONTACT : 727 945 6060
LICENSE #EC13010036
#CBC1263094

Signature with Seal

JENNIFER JOHNSON
4254 NE 29TH PL
OCALA, FL 34470, USA

REVISIONS	DESCRIPTION	DATE
REV	ENGG.	

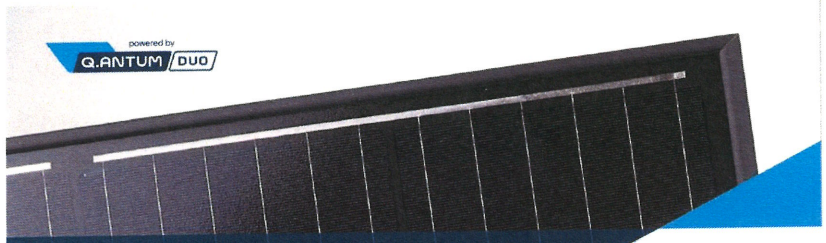
PERMIT DEVELOPER	
DATE	08/10/2021
DESIGNER	OMD
REVIEWER	

SHEET NAME: SINGLE LINE DIAGRAM

SHEET NUMBER: E-01

1206

powered by Q.ANTUM DUO



Q.PEAK DUO BLK-G6

330-345

ENDURING HIGH PERFORMANCE



Q.ANTUM TECHNOLOGY: LOW LEVELISED COST OF ELECTRICITY

Higher yield per surface area, lower BOS costs, higher power classes, and an efficiency rate of up to 19.5%.

INNOVATIVE ALL-WEATHER TECHNOLOGY

Optimal yields, whatever the weather with excellent low-light and temperature behaviour.

ENDURING HIGH PERFORMANCE

Long-term yield security with Anti LID Technology, Anti PID Technology[1], Hot-Spot Protect and Traceable Quality Tra.Q™.

EXTREME WEATHER RATING

High-tech aluminium alloy frame, certified for high snow (5400 Pa) and wind loads (4000 Pa).

A RELIABLE INVESTMENT

Inclusive 12-year product warranty and 25-year linear performance warranty[2].

STATE OF THE ART MODULE TECHNOLOGY

Q.ANTUM DUO combines cutting edge cell separation and innovative wiring with Q.ANTUM Technology.

[1] APT test conditions according to IEC/TS 62804-1:2015, method B (-1500 V, 168 h)
[2] See data sheet on rear for further information.

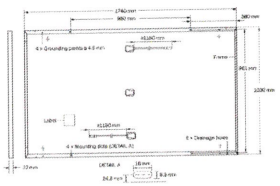
THE IDEAL SOLUTION FOR:

Rooftop arrays on residential buildings

Engineered in Germany

MECHANICAL SPECIFICATION

Format	1740 mm × 1030 mm × 32 mm (including frame)
Weight	19.9 kg
Front Cover	3.2 mm thermally pre-stressed glass with anti-reflection technology
Back Cover	Composite film
Frame	Black anodised aluminium
Cell	6 × 20 monocrystalline Q.ANTUM solar half cells
Junction box	53-101 mm × 32-60 mm × 15-18 mm Protection class IP67, with bypass diodes
Cable	4 mm² Solar cable; (+) ≥ 1150 mm, (-) ≥ 1150 mm
Connector	Stäubli MC4, Hanwha Q CELLS HQC4, IP68

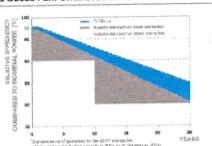


ELECTRICAL CHARACTERISTICS

POWER CLASS			330	335	340	345
MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC[1] (POWER TOLERANCE +5 W / -0 W)						
Minimum	Power at MPP[3]	P_{MPP} [W]	330	335	340	345
	Short Circuit Current[3]	I_{SC} [A]	10.41	10.47	10.52	10.58
	Open Circuit Voltage[3]	V_{OC} [V]	40.15	40.41	40.66	40.92
	Current at MPP	I_{MPP} [A]	9.91	9.97	10.02	10.07
	Voltage at MPP	V_{MPP} [V]	33.29	33.62	33.94	34.26
	Efficiency[3]	η [%]	≥18.4	≥18.7	≥19.0	≥19.3
MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMOT[2]						
Minimum	Power at MPP	P_{MPP} [W]	247.0	250.7	254.5	258.2
	Short Circuit Current	I_{SC} [A]	8.39	8.43	8.48	8.52
	Open Circuit Voltage	V_{OC} [V]	37.86	38.10	38.34	38.59
	Current at MPP	I_{MPP} [A]	7.80	7.84	7.89	7.93
	Voltage at MPP	V_{MPP} [V]	31.68	31.97	32.27	32.57

[1] Measurement tolerances P_{MPP} ±3%; I_{SC}; V_{OC} ±5% at STC: 1000 W/m², 25 ± 2 °C, AM 1.5 according to IEC 60904-3 • [2] 800 W/m², NMOT, spectrum AM 1.5

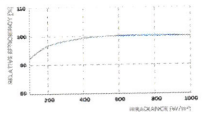
Q CELLS PERFORMANCE WARRANTY



At least 98 % of nominal power during first year. Thereafter max. 0.54 % degradation per year. At least 93.1 % of nominal power up to 10 years. At least 85 % of nominal power up to 25 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Q CELLS sales organisation of your respective country.

PERFORMANCE AT LOW IRRADIANCE



Typical module performance under low irradiance conditions in comparison to STC conditions (25 °C, 1000 W/m²)

TEMPERATURE COEFFICIENTS							
Temperature Coefficient of I_{SC}	α	[%/K]	+0.04	Temperature Coefficient of V_{OC}	β	[%/K]	-0.27
Temperature Coefficient of P_{MPP}	γ	[%/K]	-0.36	Nominal Module Operating Temperature	NMOT	[°C]	43 ± 3

PROPERTIES FOR SYSTEM DESIGN					
Maximum System Voltage	V_{SYS}	[V]	1000	PV module classification	Class II
Maximum Reverse Current	I_R	[A]	20	Fire Rating based on ANSI / UL 61730	C / TYPE 2
Max. Design Load, Push / Pull		[Pa]	3600 / 2667	Permitted Module Temperature on Continuous Duty	-40 °C - +85 °C
Max. Test Load, Push / Pull		[Pa]	5400 / 4000		

QUALIFICATIONS AND CERTIFICATES

VDE Quality Tested, IEC 61215:2016, IEC 61730:2016, This data sheet complies with DIN EN 50380

PACKAGING INFORMATION

Horizontal packaging	1780 mm	1080 mm	1208 mm	673.8 kg	28 pallets	26 pallets	32 modules
Vertical packaging	1815 mm	1150 mm	1220 mm	683 kg	28 pallets	24 pallets	32 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. Q CELLS supplies solar modules in two different packing methods, depending on the location of manufacture (modules are packed horizontally or vertically). You can find more detailed information in the document "Packaging and Transport Information", available from Q CELLS.

Hanwha Q CELLS GmbH
Sonnenallee 17-21, 06766 Bitterfeld-Wolfen, Germany | TEL +49 (0)3494 66 99-23444 | FAX +49 (0)3494 66 99-23000 | EMAIL sales@q-cells.com | WEB www.q-cells.com

Specifications subject to technical changes © Q CELLS Q.PEAK DUO BLK-G6_330-345_2020-04_Rev02_EN

Engineered in Germany

Unicity Solar Energy
ADD : 612 FLORIDA AVENUE, PALM HARBOR, FL 34683, USA
CONTACT : 727 945 6060
LICENSE #EC13010036
#CBC1263094

LORD & LAWRENCE CONSULTING ENGINEERS
CONTACT: (561) 444 8192
5700 LAKE WORTH ROAD SUITE 211
GREENACRES, FL 33463,USA
FLORIDA REGISTRY# 83317

JENNIFER JOHNSON
4254 NE 29TH PL
OCALA, FL 34470, USA

REVISIONS

REV	ENGG.	DESCRIPTION	DATE

PERMIT DEVELOPER

DATE	08/10/2021
DESIGNER	OMD
REVIEWER	

SHEET NAME: MODULE DATASHEET

SHEET NUMBER: DS-01

1207

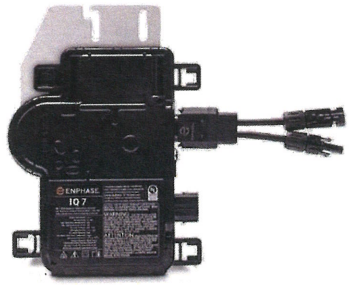
Data Sheet
Enphase Microinverters
Region: AMERICAS

Enphase IQ 7 and IQ 7+ Microinverters

The high-powered smart grid-ready Enphase IQ 7 Micro™ and Enphase IQ 7+ Micro™ dramatically simplify the installation process while achieving the highest system efficiency.

Part of the Enphase IQ System, the IQ 7 and IQ 7+ Microinverters integrate with the Enphase IQ Envoy™, Enphase IQ Battery™, and the Enphase Enlighten™ monitoring and analysis software.

IQ 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.



Easy to Install

- Lightweight and simple
- Faster installation with improved, lighter two-wire cabling
- Built-in rapid shutdown compliant (NEC 2014 & 2017)

Productive and Reliable

- Optimized for high powered 60-cell and 72-cell* 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)

* The IQ 7+ Micro is required to support 72-cell modules.

To learn more about Enphase offerings, visit **enphase.com**

ENPHASE

Enphase IQ 7 and IQ 7+ Microinverters

INPUT DATA (DC)	IQ7-60-2-US	IQ7PLUS-72-2-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	18 mA		18 mA	
Power factor setting	1.0		1.0	
Power factor (adjustable)	0.85 leading ... 0.85 lagging		0.85 leading ... 0.85 lagging	

EFFICIENCY	@240 V	@208 V	@240 V	@208 V
Peak 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	MC4 (or Amphenol H4 UTX with additional Q-DCC-5 adapter)
Dimensions (HxWxD)	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**

ENPHASE

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Unicity Solar Energy
ADD : 612 FLORIDA AVENUE, PALM HARBOR, FL 34683, USA
CONTACT : 727 945 6060
LICENSE #EC13010036
#CBC1263094

LORD & LAWRENCE CONSULTING ENGINEERS
CONTACT: (561) 444 8192
5700 LAKE WORTH ROAD SUITE 211
GREENACRES, FL 33463,USA
FLORIDA REGISTRY# 83317

JENNIFER JOHNSON
4254 NE 29TH PL
OCALA, FL 34470, USA

REVISIONS	DESCRIPTION	DATE
REV/ ENGG.		

PERMIT DEVELOPER	
DATE	08/10/2021
DESIGNER	OMD
REVIEWER	

SHEET NAME
INVERTER DATASHEET

SHEET NUMBER
DS-02

1208

Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 21 day of October, 20 21, by and between Justin Johnson, (hereinafter called "**Customer**"), located at 4254 NE 29th Place 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: 4254 NE 29th Place, 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)

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)

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)

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)

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)

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)

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)

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)

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)

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility:

By: _____

Title: _____

Date: _____

Customer:

By: Justin Johnson
(Print Name)

(Signature)

Date: 10/21/21

City of Ocala Electric Utility Account Number:

561337-212571

Approved as to form and legality:

_____
Robert W. Batsel, Jr.
Assistant City Attorney

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 21 day of October, 20 21, 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 Justin Johnson, 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)

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)

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)

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)

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)

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility

By: _____

Title: _____

Date: _____

Florida Municipal Power Agency

By: _____

Title: _____

Date: _____

Customer

By: Justin Johnson (Print Name) Date: 10/21/21

(Signature)

Customer's City of Ocala Electric Utility Account Number: 561337-212571

Approved as to form and legality:

_____

Robert W. Batsel, Jr.
Assistant City Attorney

(Continued on Sheet No. 20.6)

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.

#211154

OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 19.0
CANCELS ORIGINAL SHEET NO. 19.0

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: Vera Dull
Mailing Address: 1021 SE 28th St
City: Ocala State: FL Zip Code: 34471
Phone Number: 240-217-3362 Alternate Phone Number: ← Same
Email Address: Vevanull@pcl.net Fax Number: N/A
Ocala Electric Utility Customer Account Number: 321291-233278

2. RGS Facility Information

Facility Location: [redacted] 1021 SE St, Ocala, FL, 34471 (Roof Mounted Solar)
Ocala Electric Utility Customer Account Number: 321291-233278
RGS Manufacturer: Silfab - SIL 360 NX | Enphase IQ7 Plus
Manufacturer's Address: 8378 Foxtail Loop, Pensacola, FL, 32526
Reference or Model Number: Silfab - SIL 360 NX | Enphase IQ7 Plus - 72-2
Serial Number: _____

(Continued on Sheet No.19.1)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

3. Facility Rating Information

Gross Power Rating: 8.56kW "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: N/A

Anticipated In- Service Date: 12/14/2021

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)

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: Nera Dull Date: 12/14/21
(Print Name)

Nera C Dull
(Signature)

9800 Fredericksburg Road
San Antonio, Texas 78288

NEVA C NULL
1021 SE 28TH ST
OCALA, FL 34471

December 8, 2021

Reference: Existing USAA Homeowners Insurance Policy Summary

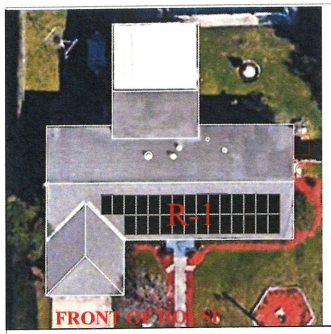
We're writing to provide the following summary of the USAA homeowners policy:

Effective date of policy:	June 4, 2021 12:01 a.m. local time
Policy expiration date:	June 4, 2022 12:01 a.m. local time
Policy location:	1021 SE 28TH ST, OCALA, FL 34471
Policy number:	GIC 033111332 91A
Named Insured:	NEVA C NULL

Description of coverage(s)	
Dwelling coverage:	$220,000
Home Protector:	Included
Personal belongings:	$110,000
Personal liability:	$300,000
Medical payments:	$5,000
Deductible(s)	
All other perils:	$2,000
Hurricane:	2.00% ($4,400)
Revised Annual Premium:	$1,935.36
Mortgage clause:	AMERIFIRST FINANCIAL CORP ISAOA/ATIMA PO BOX 7115 TROY, MI 48007-7115
Loan number:	202120012

Your Home Protector coverage, if included, provides you an additional 25% of dwelling coverage. Policy terms, conditions and exclusions apply.

Notification to Additional Interest Upon Cancellation
If this policy is canceled or not renewed, the mortgagee/lender will be properly notified at least 10 days before the date cancellation or nonrenewal takes effect.



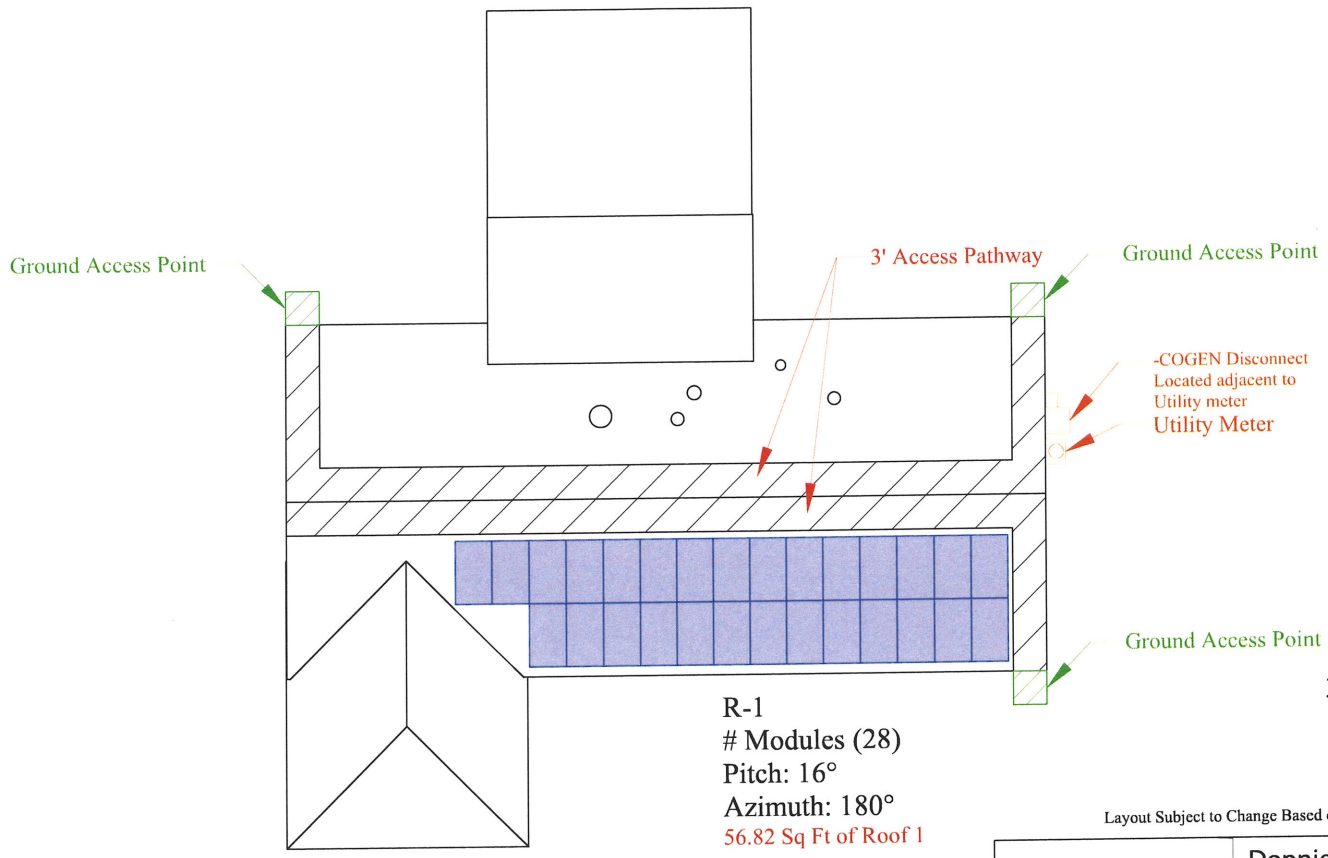
Inverter Type:	Enphase IQ7PLUS-72-2-US
PV Panel:	(28) Silfab-SIL 360 NX
Racking:	Quick Mount
Total Wattage:	10,080W
Roof Type:	Composition Shingle
Wind Load:	7 to 20 Deg
Fastener Type:	Use Sunmodo NanoMounts

Sheet Index

S-1 Cover Sheet / Site Plan
S-2 Detail
E-1 One - Line
E-2 Electrical Code
S-1A Mounting Plan

General Notes:
-Enphase IQ7PLUS-72-2-US Micro Inverters are located on roof behind each module.
-First responder access maintained and from adjacent roof.
-Wire run from array to connection is 40 feet.

And services
Air Conditioning - Heating - Plumbing
5010 N Cortez Ave,
Tampa, FL 33614
813-445-4818



R-1
Modules (28)
Pitch: 16°
Azimuth: 180°
56.82 Sq Ft of Roof 1

Layout Subject to Change Based on Site Conditions

FRONT OF HOUSE

System meets the requirements of NFPA 70th Edition, Chapter 11.12

Install will be done to Manufacturer Spec

Legend

- First responder access
- Utility Meter
- PV Disconnect
- Chimney
- Satellite
- Vent Pipe

Meets All Editions of Florida Fire Prevention Code 2020 7th Edition

Represents all Fire Clearance including Alternative methods

1st Responder Access minimum of 36" unobstructed as per Section R324 of the 2018 IRC

Customer Info:

Neva Christine Null
1021 SE 28th St
Ocala, FL
34471

Godwin Engineering and Design, LLC
8378 Foxtail Loop
Pensacola, FL 32526
D. Chad Godwin, PE
Chad@godwineng.com

Donnie C Godwin
2021.09.15 11:17:52 '00'05-

D. CHAD GODWIN LICENSE No. 81360 STATE OF FLORIDA PROFESSIONAL ENGINEER

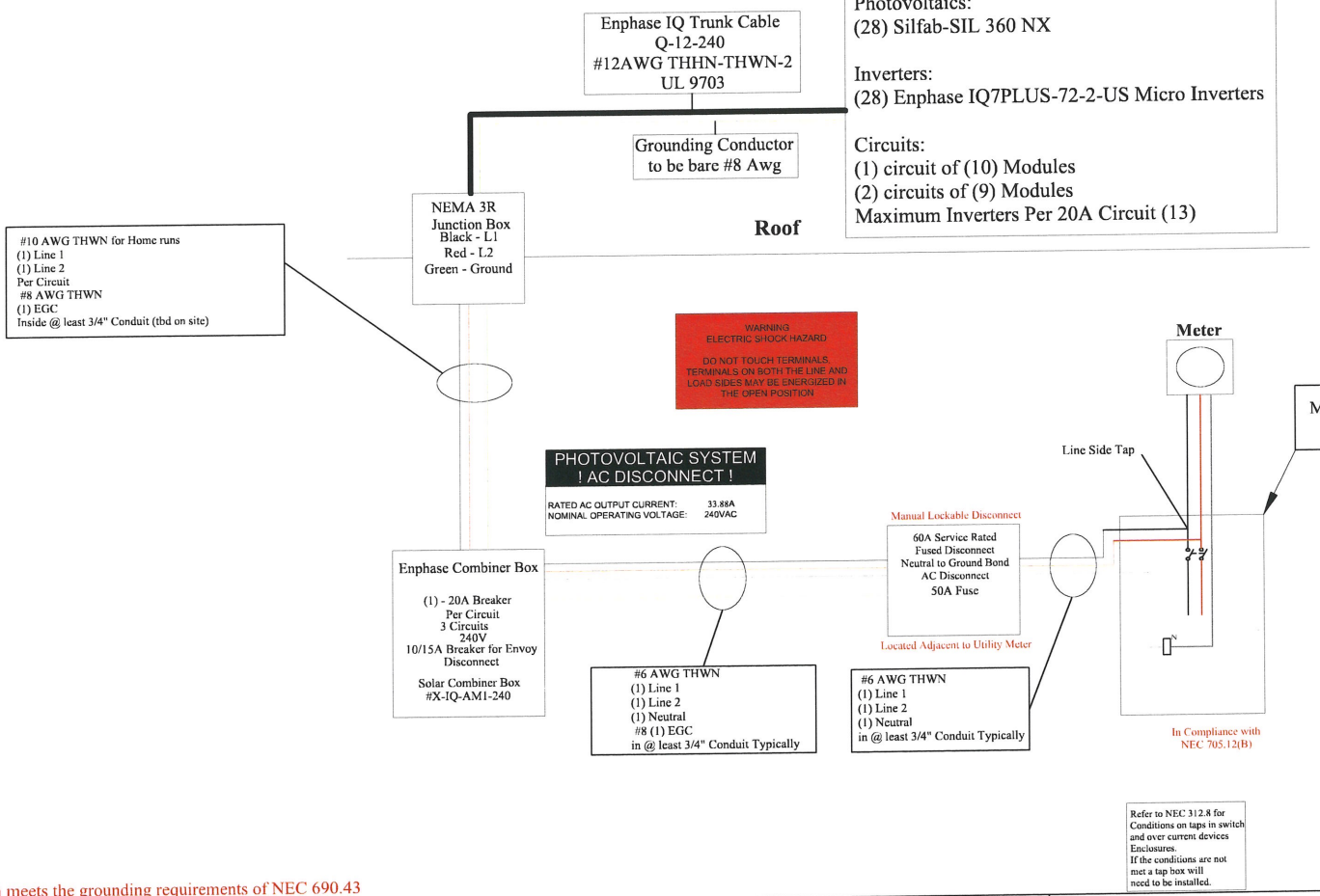
Date:	9/11/2021
Drawn by:	SM
Revised by:	.
Rev #:	00
Rev Date:	.
Page:	S-1

N

Compass for Aerial

Meets the requirements of the following- (2020 FL Residential Code & FBC, 7th Edition (2018 International Residential Code) - 2nd Printing modified by the FL Building Standards, 2018 Florida Building Energy Conservation Code, County of Marion Code, 2017 National Electric Code.)

1230



Enphase Output Ckt Per String	
To Overcurrent Protection Device	
AC Max Output Current	12.1
AC Max Output Current * 1.25%	15.1
Overcurrent Protection (A)	20
No. of Current Carrying Cond	<4
Conductor Gauge (AWG)	10
Enphase Total Output Ckt	
AC Max Output Current	33.88
AC Max Output Current * 1.25%	42.4
Overcurrent Protection (A)	50
No. of Current Carrying Cond	<4
Conductor Gauge (AWG)	6

NEC LABEL NOTES:
1. THE WARNING SIGN(S) OR LABEL(S) SHALL COMPLY WITH NEC 110.21(B)
2. LABELS SHALL BE SUITABLE FOR THE ENVIRONMENT WHERE THEY ARE INSTALLED.
3. LABELS TO BE A MIN LETTER HEIGHT OF 3/8" AND PERMANENTLY AFFIXED.
4. LABELS SHALL ALSO COMPLY WITH THE SPECIFIC REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION.

Godwin Engineering and Design, LLC
8378 Foxtail Loop
Pensacola, FL 32526
D. Chad Godwin, PE
Chad@godwineng.com

Donnie C Godwin
2021.09.15 11:18:42 '00'05-

D. CHAD GODWIN LICENSE No 61360 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY CHAD GODWIN 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

And services
Air Conditioning - Heating - Plumbing
5010 N Cortez Ave,
Tampa, FL 33614
813-445-4818

System meets the grounding requirements of NEC 690.43

Including the label below

In Case of Emergency Call
And Services
at 813-445-4818
Electrical License
Ed Berry EC13001480

Note:
-All wiring to meet the 2017 NEC and Florida electric codes.
60A Disconnect
-Type of conduit to be determined on site by contractor.

Install will be done to Manufacturer Spec

GEC NOTES
- Ungrounded system per 690.41(A)(4)
- GEC must be installed per 250.64
- GEC must be continuous un-spliced or irreversibly spliced from inverter to existing service ground system or continuous from the arrays to the existing service ground system.
- GEC must be min #8 AWG and installed in conduit
- If GEC is not in conduit, it must be #6 min

Disconnects will be Visible, lockable, adjacent to and within 10' of utility meter
All Labels & Markings for photovoltaic system will be reflective and meet all requirements for NFPA 11.12

Customer Info:

Neva Christine Null
1021 SE 28th St
Ocala, FL
34471

Date:	9/11/2021
Drawn by:	SM
Revised by:	.
Rev #:	00
Rev Date:	.
Page:	E-1

Inverter Type:
Enphase IQ7PLUS-72-2-US
PV Panel:
(28)
Silfab-SIL 360 NX
Total Wattage:
10,080W

1231

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 19th day of December, 2021, 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 Nova Nuu, 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)

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)

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)

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)

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)

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility

By: _____

Title: _____

Date: _____

Florida Municipal Power Agency

By: _____

Title: _____

Date: _____

Customer

By: Nora Null Date: 12/14/2021
(Print Name)
Nora C Null
(Signature)

Customer's City of Ocala Electric Utility Account Number: 521291-233278

Approved as to form and legality:

_____
Robert W. Batsel, Jr.
Assistant City Attorney

(Continued on Sheet No. 20.6)

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.

Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 14th day of December, 2021, by and between Vera Null, (hereinafter called "**Customer**"), located at 1021 SE 28th St 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: At 1021 SE 28th St, Ocala, FL 34471, Ocala, FL.

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)

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)

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)

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)

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)

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)

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)

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)

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)

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility:

By: _____

Title: _____

Date: _____

Customer:

By: Neva Null
(Print Name)
Neva C Null
(Signature)

Date: 12/14/2021

City of Ocala Electric Utility Account Number:

521291-233278

Approved as to form and legality:

_____
Robert W. Batsel, Jr.
Assistant City Attorney

CONTRACT#: OFN/ 211137

AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES

THIS AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (the "Utility" or "City"), by and through its fiber utility, Ocala Fiber Network ("OFN"), and **PAMELA KNIGHT**, a for-profit sole proprietorship company organized and duly authorized to conduct business in the State of Florida ("Customer").

WHEREAS, the City owns and operates a telecommunications fiber optic network as part of its utility services offered in and around the City of Ocala; and

WHEREAS, the Customer desires to lease various fiber optic telecommunication services as noted in **Exhibit A-Service Pricing** from the Utility.

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

1. **RECITALS.** City and Customer hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings specified below:
   A. **Customer:** the end user of the supplied fiber optic service.
   B. **Authorized Users**: users authorized by the Customer to utilize the fiber optic connection.
   C. **Reseller**: a company who purchases fiber optic service to re-sell to a customer, other than the Customer referenced in this Agreement.
   D. **Effective Date**: the date that this Agreement has been fully executed by all parties.
   E. **Service Date**: the date on which fiber optic telecommunication services are installed and ready for Customer use; also the date on which Customer billing begins.
   F. **Access Cost**: the cost to build new networked lines to Customer's service location.
   G. **Live and Ready for Use**: assigned fiber lines ready for transmitting and receiving electronic data flow.
   H. **Initial Term**: shall mean the minimum time period required for lease of fiber optic telecommunication services by the Customer.

3. **SCOPE OF SERVICES.**

   A. Customer agrees to lease from the Utility those services set forth in **Exhibit A – Service Pricing** (the "Services") at the following location(s): **2623 NE 3RD ST, OCALA FL**.

   B. **Internet Services**. Flexible Bandwidth purchased for Internet usage will coincide with Internet Services commitment. Customer understands that Customer and Customer's Authorized Users may access the Internet through the Service. Customer agrees neither the Utility nor any of its affiliates operates or controls the Internet. City does not warrant in any manner the merchandise, information or services purchased or accessed by Customer from Third Parties. Customer assumes total responsibility and risk for use of the Service and the Internet by Customer and/or Customer's Authorized Users. Neither the City, its' agents, nor affiliates make any express or implied warranties, representations or endorsements whatsoever with regard to said use.

   C. Customer acknowledges that any access to the Service(s) under this Agreement is intended for the use of the Customer and its Authorized Users only. Customer and its Authorized Users shall not resell or share the Service(s) to any other party without having executed a separate Reseller Agreement with the Utility.

   D. Customer will follow the rules set forth in the Fair Use Policy attached hereto as **Exhibit B – Ocala Fiber Network Fair Use Policy.**

4. **EFFECTIVE DATE AND SERVICE DATE.** This Agreement is effective on the date executed by all parties as set forth below (the "Effective Date"). Customer's payment obligations shall not begin until the date that the fiber optic telecommunication services have been installed and the connection is live and ready for use by Customer (the "Service Date").

5. **INITIAL TERM/RENEWAL.** The Initial Term of this Agreement shall commence on the Effective Date and continue for a term of **TWELVE MONTHS (12 Months)** after the Service Date. Thereafter, this Agreement shall automatically renew on a month-to-month basis until services are terminated by either the Customer or the Utility pursuant to this Agreement. At the conclusion of the initial term, the Utility has the right to modify rates by providing a **THIRTY DAY (30-Day)** written notice to Customer. At that time, Customer has the right to reject the new rate and cancel services by providing notice to Utility.

6. **COMPENSATION.** Beginning on the Service Date and continuing throughout the initial term of this Agreement, the Customer shall pay to the Utility those fees as set forth in the monthly rate schedule attached hereto as **Exhibit A – Service Pricing**. The total initial

service rate under this Agreement shall be **ONE HUNDRED THIRTY-NINE AND NO/100 DOLLARS PER MONTH ($139.00/Per Month)**, excluding any applicable fees or taxes.

7. **DEFAULT AND TERMINATION.**

   A. 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 such notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

   B. If Customer defaults or terminates this Agreement without cause prior to the expiration of the original term, the Customer will be required to pay all payments remaining under the original Agreement term.

   C. This Agreement will be invoiced monthly as part of Customer's City of Ocala utility bill and therefore subject to all related commitments of the utility bill and billing requirements of the City of Ocala Code of Ordinances. The Utility may suspend or terminate service in the event of nonpayment by the Customer.

   D. Either Party may terminate this agreement for convenience at any time after the Initial Term indicated in Paragraph 5 by providing a **THIRTY DAY (30-Day)** written notice to the other Party.

8. **USE OF CUSTOMER'S PREMISES.** If necessary, the Customer shall provide the Utility with adequate space within its buildings or facilities for the Utility equipment required to furnish the Services and will provide the necessary electrical power to operate the onsite equipment. In addition, Customer will provide the Utility with ingress and egress to the properties, access to the buildings and access to conduit entering the building for telecommunications services from the public right of way, if necessary, to the applicable equipment room for the Utility installation of its cable or wire.

   A. All costs associated with any building modifications or conduit installation on the premises will be borne by the Customer, unless there has been a prior agreement between the parties covering said costs. The Utility will install its wire or cable once the Customer has provided for access.

   B. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals, including easements, license and/or permits where applicable from the owner which will allow the Utility to locate, install and maintain its equipment, cable and wire on the premises and to remove its equipment, cable and wire in the

event of Customer's default of any of the provisions of this Agreement or at the termination of this Agreement.

C. The Utility will have the right to perform inspections and audits of its equipment and fibers for its own internal contract accounting purposes upon reasonable advance notice.

D. All equipment, cable, wire and fiber optic lines provided or installed by the Utility shall remain the property of the Utility. The Customer will provide and allow the Utility access to the premises for normal and emergency maintenance, and if it is necessary, to remove or replace any of the equipment, cable, wire and/or fiber optic lines.

9. **PUBLIC RECORDS.** The City of Ocala shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the City shall:

A. Keep and maintain public records required by the public agency to perform the services set forth herein.

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 Agreement term and following completion of the Agreement if the City does not transfer the records to the public agency.

D. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the City or keep and maintain public records required by the public agency to perform the services set forth herein. If the City transfers all public records to the public agency upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City 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 CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY OF OCALA'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.

10. **MISCELLANEOUS PROVISIONS.**

A. **Assignment.** This Agreement shall not be assigned by Customer without the prior written consent of the Utility. However, either party may assign this Agreement to any entity that acquires all, or substantially all, of that party's assets, or in the case of Utility, Utility's business that is the subject hereof.

B. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.

C. **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.

D. **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.

E. **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 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.

F. **Section Headings**. The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

G. **Rights of Third Parties**. Unless expressly stated herein to the contrary, 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.

H. **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.

I. **Entire Agreement.** This Agreement, including exhibits, (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.

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

K. **Electronic Signatures.** Customer, 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 containing a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

L. **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 mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

Ocala Fiber Network, Attn: Director
3001 NE 21st St
Ocala, FL 34470
Tele: 352-401-6900 | E-Mail: telecom@ocalafl.org

Pamela Knight
2623 NE 3rd St
Ocala, FL 34470 Attn: Karen White
Tele: 352-266-1797
E-Mail: kwhite41786@gmail.com

M. **Attorney Fees.** If any civil action, 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 or parties shall be entitled to recover reasonable attorneys' fees and court costs.

N. **Indemnity.** Customer shall indemnify, up to the limits set forth in Florida Statute, s.768.28 in force at the time the contract was entered into by the parties, City of Ocala and its elected officials, employees and volunteers against, and hold City of Ocala and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City of Ocala 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. Nothing in this contract is intended to waive the sovereign immunity protections provided to the parties pursuant to Florida law.

O. **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 or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

P. The City of Ocala Utility Services has adopted an Identity Theft Prevention Program as required under 16 C.F.R. Part 681 for certain covered accounts that may be accessed

in accordance with this agreement. Accordingly, The City of Ocala Utility Services will conduct its activities in accordance with reasonable policies and procedures to detect, prevent, and mitigate the risk of identity theft.

11. **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.
12. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire Agreement between the Utility and the Customer shall only include those documents listed in this section as Exhibits to this Agreement, as follows:

    Exhibit A- Service Pricing
    Exhibit B– Ocala Fiber Network Fair Use Policy

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

PAMELA KNIGHT

Pamela Knight

By: Pamela Knight
(Printed Name)

Owner
(Title)

CITY OF OCALA

_____
Bill Kauffman
Assistant City Manager

Approved as to form and legality:

_____
Robert W. Batsel, Jr.
City Attorney

CONTRACT#: OFN/ 211137

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: 12 MONTH TERM

2623 NE 3RD ST, OCALA FL

(Home Business Internet)

Total Recurring Monthly Rate:

$ 139.00 (Taxes not included in cost. Taxes will be applied where applicable)

Equipment provided by the City of Ocala:

Fiber Termination Box; Fiber Jumper; SFP Optic; Media Converter

Equipment to be Returned to the City of Ocala Customer Service Office Upon Termination:

Fiber Jumper; SFP Optic; Media Converter (Items must be returned within 30 days of account termination)

EXHIBIT B- OCALA FIBER NETWORK (OFN) FAIR USE POLICY

What Is A Fair Use Policy (FUP)
A Fair Usage Policy - FUP, is intended to assure that all broadband customers enjoy the same experience and have access to a quick and reliable service at all times. OFN - Fair Use Policy is designed to make sure that your broadband service is a great value and is a dependable, reliable service whenever you use it.

WHY A FUP Is Needed
As an example, a small number of customers use Peer to Peer or file sharing software. This practice constantly sends and receives video and other very large files throughout the day consuming excessive bandwidth. This type of activity can significantly reduce the speed at which other customers can access the internet during peak hours. OFN will automatically identify the extremely heavy users and manage their bandwidth to protect the service for all our customers.

What Happens If A FUP Breach Happens
OFN will throttle back on their available internet bandwidth for a period of time.

Legal Considerations
OFN may only be used for lawful purposes in accordance with all laws, statutes and regulations in force within the United States. You may not use OFN to send, receive, store, distribute, transmit, post, upload or download any materials or data which:
• violates any Law;
• constitutes harassment;
• promotes or encourages illegal or socially unacceptable or irresponsible behavior;
• is in breach of any third-party rights (including any third-party intellectual property rights);
• has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
• damages or may damage our name and/or reputation

Do not violate anyone's systems or network security

You must not use the OFN's network to violate OFN security or any third party's system or network security by any method including:
• unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
• unauthorized monitoring of data or traffic on any network or system without the express written authorization of the owner of the system or network; or
• unauthorized interference with any user, host, system or network without the express written authorization of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate the OFN network security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):
• programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
• tools designed to compromise the security of other sites;
• programs or services designed to send or facilitate the sending of unsolicited advertisements; or
• programs or services designed to encourage or facilitate a breach of this FUP or any acceptable use policy of another internet services provider.

You must not connect the OFN service to unsecured machines or services able to be exploited by others to carry out actions which constitute a breach of this FUP.

You must not adapt, modify, decompile or reverse engineer any part of OFN's network. You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the OFN's network. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which violate this FUP once notified of such activity by OFN.

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CONTRACT#: OFN/211121

AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES

THIS AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (the "Utility" or "City"), by and through its fiber utility, Ocala Fiber Network ("OFN"), and **PATRICIA M. SACO**, a for-profit sole proprietorship company organized and duly authorized to conduct business in the State of Florida ("Customer").

WHEREAS, the City owns and operates a telecommunications fiber optic network as part of its utility services offered in and around the City of Ocala; and

WHEREAS, the Customer desires to lease various fiber optic telecommunication services as noted in **Exhibit A-Service Pricing** from the Utility.

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

1. **RECITALS.** City and Customer hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings specified below:
   A. **Customer:** the end user of the supplied fiber optic service.
   B. **Authorized Users**: users authorized by the Customer to utilize the fiber optic connection.
   C. **Reseller**: a company who purchases fiber optic service to re-sell to a customer, other than the Customer referenced in this Agreement.
   D. **Effective Date**: the date that this Agreement has been fully executed by all parties.
   E. **Service Date**: the date on which fiber optic telecommunication services are installed and ready for Customer use; also the date on which Customer billing begins.
   F. **Access Cost**: the cost to build new networked lines to Customer's service location.
   G. **Live and Ready for Use**: assigned fiber lines ready for transmitting and receiving electronic data flow.
   H. **Initial Term**: shall mean the minimum time period required for lease of fiber optic telecommunication services by the Customer.

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3. **SCOPE OF SERVICES.**

   A. Customer agrees to lease from the Utility those services set forth in **Exhibit A – Service Pricing** (the "Services") at the following location(s): **1339 SE 17TH AVE, OCALA FL**.

   B. **Internet Services**. Flexible Bandwidth purchased for Internet usage will coincide with Internet Services commitment. Customer understands that Customer and Customer's Authorized Users may access the Internet through the Service. Customer agrees neither the Utility nor any of its affiliates operates or controls the Internet. City does not warrant in any manner the merchandise, information or services purchased or accessed by Customer from Third Parties. Customer assumes total responsibility and risk for use of the Service and the Internet by Customer and/or Customer's Authorized Users. Neither the City, its' agents, nor affiliates make any express or implied warranties, representations or endorsements whatsoever with regard to said use.

   C. Customer acknowledges that any access to the Service(s) under this Agreement is intended for the use of the Customer and its Authorized Users only. Customer and its Authorized Users shall not resell or share the Service(s) to any other party without having executed a separate Reseller Agreement with the Utility.

   D. Customer will follow the rules set forth in the Fair Use Policy attached hereto as **Exhibit B – Ocala Fiber Network Fair Use Policy.**

4. **EFFECTIVE DATE AND SERVICE DATE.** This Agreement is effective on the date executed by all parties as set forth below (the "Effective Date"). Customer's payment obligations shall not begin until the date that the fiber optic telecommunication services have been installed and the connection is live and ready for use by Customer (the "Service Date").

5. **INITIAL TERM/RENEWAL.** The Initial Term of this Agreement shall commence on the Effective Date and continue for a term of **TWENTY-FOUR MONTHS (24 Months)** after the Service Date. Thereafter, this Agreement shall automatically renew on a month-to-month basis until services are terminated by either the Customer or the Utility pursuant to this Agreement. At the conclusion of the initial term, the Utility has the right to modify rates by providing a **THIRTY DAY (30-Day)** written notice to Customer. At that time, Customer has the right to reject the new rate and cancel services by providing notice to Utility.

6. **COMPENSATION.** Beginning on the Service Date and continuing throughout the initial term of this Agreement, the Customer shall pay to the Utility those fees as set forth in the monthly rate schedule attached hereto as **Exhibit A – Service Pricing**. The total initial

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service rate under this Agreement shall be **ONE HUNDRED THIRTY-NINE AND NO/100 DOLLARS PER MONTH ($139.00/Per Month)**, excluding any applicable fees or taxes.

7. **DEFAULT AND TERMINATION.**

   A. 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 such notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

   B. If Customer defaults or terminates this Agreement without cause prior to the expiration of the original term, the Customer will be required to pay all payments remaining under the original Agreement term.

   C. This Agreement will be invoiced monthly as part of Customer's City of Ocala utility bill and therefore subject to all related commitments of the utility bill and billing requirements of the City of Ocala Code of Ordinances. The Utility may suspend or terminate service in the event of nonpayment by the Customer.

   D. Either Party may terminate this agreement for convenience at any time after the Initial Term indicated in Paragraph 5 by providing a **THIRTY DAY (30-Day)** written notice to the other Party.

8. **USE OF CUSTOMER'S PREMISES.** If necessary, the Customer shall provide the Utility with adequate space within its buildings or facilities for the Utility equipment required to furnish the Services and will provide the necessary electrical power to operate the onsite equipment. In addition, Customer will provide the Utility with ingress and egress to the properties, access to the buildings and access to conduit entering the building for telecommunications services from the public right of way, if necessary, to the applicable equipment room for the Utility installation of its cable or wire.

   A. All costs associated with any building modifications or conduit installation on the premises will be borne by the Customer, unless there has been a prior agreement between the parties covering said costs. The Utility will install its wire or cable once the Customer has provided for access.

   B. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals, including easements, license and/or permits where applicable from the owner which will allow the Utility to locate, install and maintain its equipment, cable and wire on the premises and to remove its equipment, cable and wire in the

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event of Customer's default of any of the provisions of this Agreement or at the termination of this Agreement.

C. The Utility will have the right to perform inspections and audits of its equipment and fibers for its own internal contract accounting purposes upon reasonable advance notice.

D. All equipment, cable, wire and fiber optic lines provided or installed by the Utility shall remain the property of the Utility. The Customer will provide and allow the Utility access to the premises for normal and emergency maintenance, and if it is necessary, to remove or replace any of the equipment, cable, wire and/or fiber optic lines.

9. **PUBLIC RECORDS.** The City of Ocala shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the City shall:

A. Keep and maintain public records required by the public agency to perform the services set forth herein.

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 Agreement term and following completion of the Agreement if the City does not transfer the records to the public agency.

D. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the City or keep and maintain public records required by the public agency to perform the services set forth herein. If the City transfers all public records to the public agency upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City 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.

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IF THE CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY OF OCALA'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.

10. **MISCELLANEOUS PROVISIONS.**

A. **Assignment.** This Agreement shall not be assigned by Customer without the prior written consent of the Utility. However, either party may assign this Agreement to any entity that acquires all, or substantially all, of that party's assets, or in the case of Utility, Utility's business that is the subject hereof.

B. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.

C. **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.

D. **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.

E. **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 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.

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F. **Section Headings**. The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

G. **Rights of Third Parties**. Unless expressly stated herein to the contrary, 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.

H. **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.

I. **Entire Agreement.** This Agreement, including exhibits, (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.

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

K. **Electronic Signatures.** Customer, 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 containing a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

L. **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 mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

Ocala Fiber Network, Attn: Director
3001 NE 21st St
Ocala, FL 34470
Tele: 352-401-6900 | E-Mail: telecom@ocalafl.org

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Patricia M. Saco
1339 SE 17th Ave
Ocala, FL 34471 Attn: Michelle Saco
Tele: 352-425-9098
E-Mail: msaco@kw.com

M. **Attorney Fees.** If any civil action, 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 or parties shall be entitled to recover reasonable attorneys' fees and court costs.

N. **Indemnity.** Customer shall indemnify, up to the limits set forth in Florida Statute, s.768.28 in force at the time the contract was entered into by the parties, City of Ocala and its elected officials, employees and volunteers against, and hold City of Ocala and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City of Ocala 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. Nothing in this contract is intended to waive the sovereign immunity protections provided to the parties pursuant to Florida law.

O. **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 or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

P. The City of Ocala Utility Services has adopted an Identity Theft Prevention Program as required under 16 C.F.R. Part 681 for certain covered accounts that may be accessed

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in accordance with this agreement. Accordingly, The City of Ocala Utility Services will conduct its activities in accordance with reasonable policies and procedures to detect, prevent, and mitigate the risk of identity theft.

11. **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.
12. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire Agreement between the Utility and the Customer shall only include those documents listed in this section as Exhibits to this Agreement, as follows:

Exhibit A- Service Pricing
Exhibit B– Ocala Fiber Network Fair Use Policy

IN WITNESS WHEREOF, the parties have executed this Agreement on 12/7/2021.

PATRICIA M. SACO

DocuSigned by:
Patricia Michelle Saco
6B388B3884D4432...

By: Patricia Michelle Saco
(Printed Name)

Owner
(Title)

CITY OF OCALA

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.
City Attorney

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EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **24 MONTH TERM**

1339 SE 17TH AVE, OCALA FL

(Home Business Internet)

Total Recurring Monthly Rate:

$ 139.00 (Taxes not included in cost. Taxes will be applied where applicable)

Equipment provided by the City of Ocala:

Fiber Termination Box; Fiber Jumper; SFP Optic; Media Converter

Equipment to be Returned to the City of Ocala Customer Service Office Upon Termination:

Fiber Jumper; SFP Optic; Media Converter (Items must be returned within 30 days of account termination)

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EXHIBIT B- OCALA FIBER NETWORK (OFN) FAIR USE POLICY

What Is A Fair Use Policy (FUP)
A Fair Usage Policy - FUP, is intended to assure that all broadband customers enjoy the same experience and have access to a quick and reliable service at all times. OFN - Fair Use Policy is designed to make sure that your broadband service is a great value and is a dependable, reliable service whenever you use it.

WHY A FUP Is Needed
As an example, a small number of customers use Peer to Peer or file sharing software. This practice constantly sends and receives video and other very large files throughout the day consuming excessive bandwidth. This type of activity can significantly reduce the speed at which other customers can access the internet during peak hours. OFN will automatically identify the extremely heavy users and manage their bandwidth to protect the service for all our customers.

What Happens If A FUP Breach Happens
OFN will throttle back on their available internet bandwidth for a period of time.

Legal Considerations
OFN may only be used for lawful purposes in accordance with all laws, statutes and regulations in force within the United States. You may not use OFN to send, receive, store, distribute, transmit, post, upload or download any materials or data which:
• violates any Law;
• constitutes harassment;
• promotes or encourages illegal or socially unacceptable or irresponsible behavior;
• is in breach of any third-party rights (including any third-party intellectual property rights);
• has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
• damages or may damage our name and/or reputation

Do not violate anyone's systems or network security

You must not use the OFN's network to violate OFN security or any third party's system or network security by any method including:
• unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
• unauthorized monitoring of data or traffic on any network or system without the express written authorization of the owner of the system or network; or
• unauthorized interference with any user, host, system or network without the express written authorization of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate the OFN network security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):
• programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
• tools designed to compromise the security of other sites;
• programs or services designed to send or facilitate the sending of unsolicited advertisements; or
• programs or services designed to encourage or facilitate a breach of this FUP or any acceptable use policy of another internet services provider.

You must not connect the OFN service to unsecured machines or services able to be exploited by others to carry out actions which constitute a breach of this FUP.

You must not adapt, modify, decompile or reverse engineer any part of OFN's network. You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the OFN's network. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which violate this FUP once notified of such activity by OFN.

CONTRACT#: OFN/211164

AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES

THIS AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (the "Utility" or "City"), by and through its fiber utility, Ocala Fiber Network ("OFN"), and **PROFESSIONAL TECHNOLOGY SOLUTIONS, LLC**, a for-profit limited liability company organized and duly authorized to conduct business in the State of Florida (EIN#: 86-2486351) ("Customer").

WHEREAS, the City owns and operates a telecommunications fiber optic network as part of its utility services offered in and around the City of Ocala; and

WHEREAS, the Customer desires to lease various fiber optic telecommunication services as noted in **Exhibit A-Service Pricing** from the Utility.

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

1. **RECITALS.** City and Customer hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings specified below:
   A. **Customer:** the end user of the supplied fiber optic service.
   B. **Authorized Users**: users authorized by the Customer to utilize the fiber optic connection.
   C. **Reseller**: a company who purchases fiber optic service to re-sell to a customer, other than the Customer referenced in this Agreement.
   D. **Effective Date**: the date that this Agreement has been fully executed by all parties.
   E. **Service Date**: the date on which fiber optic telecommunication services are installed and ready for Customer use; also the date on which Customer billing begins.
   F. **Access Cost**: the cost to build new networked lines to Customer's service location.
   G. **Live and Ready for Use**: assigned fiber lines ready for transmitting and receiving electronic data flow.
   H. **Initial Term**: shall mean the minimum time period required for lease of fiber optic telecommunication services by the Customer.

3. **SCOPE OF SERVICES.**

   A. Customer agrees to lease from the Utility those services set forth in **Exhibit A – Service Pricing** (the "Services") at the following location(s): **1515 E SILVER SPRINGS BLVD, UNIT 107 OCALA FL**.

   B. **Internet Services**. Flexible Bandwidth purchased for Internet usage will coincide with Internet Services commitment. Customer understands that Customer and Customer's Authorized Users may access the Internet through the Service. Customer agrees neither the Utility nor any of its affiliates operates or controls the Internet. City does not warrant in any manner the merchandise, information or services purchased or accessed by Customer from Third Parties. Customer assumes total responsibility and risk for use of the Service and the Internet by Customer and/or Customer's Authorized Users. Neither the City, its' agents, nor affiliates make any express or implied warranties, representations or endorsements whatsoever with regard to said use.

   C. Customer acknowledges that any access to the Service(s) under this Agreement is intended for the use of the Customer and its Authorized Users only. Customer and its Authorized Users shall not resell or share the Service(s) to any other party without having executed a separate Reseller Agreement with the Utility.

   D. Customer will follow the rules set forth in the Fair Use Policy attached hereto as **Exhibit B – Ocala Fiber Network Fair Use Policy.**

4. **EFFECTIVE DATE AND SERVICE DATE.** This Agreement is effective on the date executed by all parties as set forth below (the "Effective Date"). Customer's payment obligations shall not begin until the date that the fiber optic telecommunication services have been installed and the connection is live and ready for use by Customer (the "Service Date").

5. **INITIAL TERM/RENEWAL.** The Initial Term of this Agreement shall commence on the Effective Date and continue for a term of **TWENTY-FOUR MONTHS (24 Months)** after the Service Date. Thereafter, this Agreement shall automatically renew on a month-to-month basis until services are terminated by either the Customer or the Utility pursuant to this Agreement. At the conclusion of the initial term, the Utility has the right to modify rates by providing a **THIRTY DAY (30-Day)** written notice to Customer. At that time, Customer has the right to reject the new rate and cancel services by providing notice to Utility.

6. **COMPENSATION.** Beginning on the Service Date and continuing throughout the initial term of this Agreement, the Customer shall pay to the Utility those fees as set forth in the

monthly rate schedule attached hereto as **Exhibit A – Service Pricing**. The total initial service rate under this Agreement shall be **NINETY-NINE AND NO/100 DOLLARS PER MONTH ($99.00/Per Month)**, excluding any applicable fees or taxes.

7. **DEFAULT AND TERMINATION.**

   A. 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 such notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

   B. If Customer defaults or terminates this Agreement without cause prior to the expiration of the original term, the Customer will be required to pay all payments remaining under the original Agreement term.

   C. This Agreement will be invoiced monthly as part of Customer's City of Ocala utility bill and therefore subject to all related commitments of the utility bill and billing requirements of the City of Ocala Code of Ordinances. The Utility may suspend or terminate service in the event of nonpayment by the Customer.

   D. Either Party may terminate this agreement for convenience at any time after the Initial Term indicated in Paragraph 5 by providing a **THIRTY DAY (30-Day)** written notice to the other Party.

8. **USE OF CUSTOMER'S PREMISES.** If necessary, the Customer shall provide the Utility with adequate space within its buildings or facilities for the Utility equipment required to furnish the Services and will provide the necessary electrical power to operate the onsite equipment. In addition, Customer will provide the Utility with ingress and egress to the properties, access to the buildings and access to conduit entering the building for telecommunications services from the public right of way, if necessary, to the applicable equipment room for the Utility installation of its cable or wire.

   A. All costs associated with any building modifications or conduit installation on the premises will be borne by the Customer, unless there has been a prior agreement between the parties covering said costs. The Utility will install its wire or cable once the Customer has provided for access.

   B. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals, including easements, license and/or permits where applicable from the owner which will allow the Utility to locate, install and maintain its equipment,

cable and wire on the premises and to remove its equipment, cable and wire in the event of Customer's default of any of the provisions of this Agreement or at the termination of this Agreement.

C. The Utility will have the right to perform inspections and audits of its equipment and fibers for its own internal contract accounting purposes upon reasonable advance notice.

D. All equipment, cable, wire and fiber optic lines provided or installed by the Utility shall remain the property of the Utility. The Customer will provide and allow the Utility access to the premises for normal and emergency maintenance, and if it is necessary, to remove or replace any of the equipment, cable, wire and/or fiber optic lines.

9. **PUBLIC RECORDS.** The City of Ocala shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the City shall:

A. Keep and maintain public records required by the public agency to perform the services set forth herein.

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 Agreement term and following completion of the Agreement if the City does not transfer the records to the public agency.

D. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the City or keep and maintain public records required by the public agency to perform the services set forth herein. If the City transfers all public records to the public agency upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City 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 CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY OF OCALA'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.

10. **MISCELLANEOUS PROVISIONS.**

A. **Assignment.** This Agreement shall not be assigned by Customer without the prior written consent of the Utility. However, either party may assign this Agreement to any entity that acquires all, or substantially all, of that party's assets, or in the case of Utility, Utility's business that is the subject hereof.

B. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.

C. **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.

D. **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.

E. **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 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.

F. **Section Headings**. The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

G. **Rights of Third Parties**. Unless expressly stated herein to the contrary, 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.

H. **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.

I. **Entire Agreement.** This Agreement, including exhibits, (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.

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

K. **Electronic Signatures.** Customer, 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 containing a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

L. **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 mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

Ocala Fiber Network, Attn: Director
1805 NE 30th Avenue, Bldg 500
Ocala, FL 34470
Tele: 352-401-6900 | E-Mail: telcom@ocalafl.org

Professional Technology Solutions, LLC
1515 E Silver Springs Blvd, Unit 107
Ocala, FL 34470 Attn: Vince Morris
Tele: 352-657-1222
E-Mail: vincem@protechfl.us

M. **Attorney Fees.** If any civil action, 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 or parties shall be entitled to recover reasonable attorneys' fees and court costs.

N. **Indemnity.** Customer shall indemnify, up to the limits set forth in Florida Statute, s.768.28 in force at the time the contract was entered into by the parties, City of Ocala and its elected officials, employees and volunteers against, and hold City of Ocala and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City of Ocala 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. Nothing in this contract is intended to waive the sovereign immunity protections provided to the parties pursuant to Florida law.

O. **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 or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

P. The City of Ocala Utility Services has adopted an Identity Theft Prevention Program as required under 16 C.F.R. Part 681 for certain covered accounts that may be accessed

in accordance with this agreement. Accordingly, The City of Ocala Utility Services will conduct its activities in accordance with reasonable policies and procedures to detect, prevent, and mitigate the risk of identity theft.

11. **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.
12. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire Agreement between the Utility and the Customer shall only include those documents listed in this section as Exhibits to this Agreement, as follows:

    Exhibit A- Service Pricing
    Exhibit B– Ocala Fiber Network Fair Use Policy

IN WITNESS WHEREOF, the parties have executed this Agreement on 12/28/2021.

PROFESSIONAL TECHNOLOGY SOLUTIONS, LLC

By: Vincent Morris
(Printed Name)

Chief Technology Officer
(Title)

CITY OF OCALA

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.
City Attorney

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **24 MONTH TERM**

1515 E SILVER SPRINGS BLVD, UNIT 107, OCALA

(Commercial Shared Internet - Silver)

Total Recurring Monthly Rate:

$ 99.00 (Taxes not included in cost. Taxes will be applied where applicable)

Equipment provided by the City of Ocala:

Fiber Termination Box; fiber jumper; SFP optic; Mikrotik modem/router (or like)

Equipment to be Returned to the City of Ocala Customer Service Office Upon Termination:

Fiber jumper; SFP optic; Mikrotik modem/router (or like) (Items must be returned within 30 days of account termination)

EXHIBIT B- OCALA FIBER NETWORK (OFN) FAIR USE POLICY

What Is A Fair Use Policy (FUP)
A Fair Usage Policy - FUP, is intended to assure that all broadband customers enjoy the same experience and have access to a quick and reliable service at all times. OFN - Fair Use Policy is designed to make sure that your broadband service is a great value and is a dependable, reliable service whenever you use it.

WHY A FUP Is Needed
As an example, a small number of customers use Peer to Peer or file sharing software. This practice constantly sends and receives video and other very large files throughout the day consuming excessive bandwidth. This type of activity can significantly reduce the speed at which other customers can access the internet during peak hours. OFN will automatically identify the extremely heavy users and manage their bandwidth to protect the service for all our customers.

What Happens If A FUP Breach Happens
OFN will throttle back on their available internet bandwidth for a period of time.

Legal Considerations
OFN may only be used for lawful purposes in accordance with all laws, statutes and regulations in force within the United States. You may not use OFN to send, receive, store, distribute, transmit, post, upload or download any materials or data which:
• violates any Law;
• constitutes harassment;
• promotes or encourages illegal or socially unacceptable or irresponsible behavior;
• is in breach of any third-party rights (including any third-party intellectual property rights);
• has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
• damages or may damage our name and/or reputation

Do not violate anyone's systems or network security

You must not use the OFN's network to violate OFN security or any third party's system or network security by any method including:
• unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
• unauthorized monitoring of data or traffic on any network or system without the express written authorization of the owner of the system or network; or
• unauthorized interference with any user, host, system or network without the express written authorization of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate the OFN network security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):
• programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
• tools designed to compromise the security of other sites;
• programs or services designed to send or facilitate the sending of unsolicited advertisements; or
• programs or services designed to encourage or facilitate a breach of this FUP or any acceptable use policy of another internet services provider.

You must not connect the OFN service to unsecured machines or services able to be exploited by others to carry out actions which constitute a breach of this FUP.

You must not adapt, modify, decompile or reverse engineer any part of OFN's network. You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the OFN's network. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which violate this FUP once notified of such activity by OFN.

CONTRACT#: OFN/211166

AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES

THIS AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (the "Utility" or "City"), by and through its fiber utility, Ocala Fiber Network ("OFN"), and **QUALITY REPROGRAPHIC SOLUTIONS, INC.**, a for-profit company organized and duly authorized to conduct business in the State of Florida (EIN#: 46-1705055) ("Customer").

WHEREAS, the City owns and operates a telecommunications fiber optic network as part of its utility services offered in and around the City of Ocala; and

WHEREAS, the Customer desires to lease various fiber optic telecommunication services as noted in **Exhibit A-Service Pricing** from the Utility.

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

1. **RECITALS.** City and Customer hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings specified below:
   A. **Customer:** the end user of the supplied fiber optic service.
   B. **Authorized Users**: users authorized by the Customer to utilize the fiber optic connection.
   C. **Reseller**: a company who purchases fiber optic service to re-sell to a customer, other than the Customer referenced in this Agreement.
   D. **Effective Date**: the date that this Agreement has been fully executed by all parties.
   E. **Service Date**: the date on which fiber optic telecommunication services are installed and ready for Customer use; also the date on which Customer billing begins.
   F. **Access Cost**: the cost to build new networked lines to Customer's service location.
   G. **Live and Ready for Use**: assigned fiber lines ready for transmitting and receiving electronic data flow.
   H. **Initial Term**: shall mean the minimum time period required for lease of fiber optic telecommunication services by the Customer.

3. **SCOPE OF SERVICES.**

   A. Customer agrees to lease from the Utility those services set forth in **Exhibit A – Service Pricing** (the "Services") at the following location(s): **807 SW 3RD AVE, STE C, OCALA FL**.

   B. **Internet Services**. Flexible Bandwidth purchased for Internet usage will coincide with Internet Services commitment. Customer understands that Customer and Customer's Authorized Users may access the Internet through the Service. Customer agrees neither the Utility nor any of its affiliates operates or controls the Internet. City does not warrant in any manner the merchandise, information or services purchased or accessed by Customer from Third Parties. Customer assumes total responsibility and risk for use of the Service and the Internet by Customer and/or Customer's Authorized Users. Neither the City, its' agents, nor affiliates make any express or implied warranties, representations or endorsements whatsoever with regard to said use.

   C. Customer acknowledges that any access to the Service(s) under this Agreement is intended for the use of the Customer and its Authorized Users only. Customer and its Authorized Users shall not resell or share the Service(s) to any other party without having executed a separate Reseller Agreement with the Utility.

   D. Customer will follow the rules set forth in the Fair Use Policy attached hereto as **Exhibit B – Ocala Fiber Network Fair Use Policy.**

4. **EFFECTIVE DATE AND SERVICE DATE.** This Agreement is effective on the date executed by all parties as set forth below (the "Effective Date"). Customer's payment obligations shall not begin until the date that the fiber optic telecommunication services have been installed and the connection is live and ready for use by Customer (the "Service Date").

5. **INITIAL TERM/RENEWAL.** The Initial Term of this Agreement shall commence on the Effective Date and continue for a term of **TWENTY-FOUR MONTHS (24 Months)** after the Service Date. Thereafter, this Agreement shall automatically renew on a month-to-month basis until services are terminated by either the Customer or the Utility pursuant to this Agreement. At the conclusion of the initial term, the Utility has the right to modify rates by providing a **THIRTY DAY (30-Day)** written notice to Customer. At that time, Customer has the right to reject the new rate and cancel services by providing notice to Utility.

6. **COMPENSATION.** Beginning on the Service Date and continuing throughout the initial term of this Agreement, the Customer shall pay to the Utility those fees as set forth in the

monthly rate schedule attached hereto as **Exhibit A – Service Pricing**. The total initial service rate under this Agreement shall be **NINETY-NINE AND NO/100 DOLLARS PER MONTH ($99.00/Per Month)**, excluding any applicable fees or taxes.

7. **DEFAULT AND TERMINATION.**

   A. 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 such notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

   B. If Customer defaults or terminates this Agreement without cause prior to the expiration of the original term, the Customer will be required to pay all payments remaining under the original Agreement term.

   C. This Agreement will be invoiced monthly as part of Customer's City of Ocala utility bill and therefore subject to all related commitments of the utility bill and billing requirements of the City of Ocala Code of Ordinances. The Utility may suspend or terminate service in the event of nonpayment by the Customer.

   D. Either Party may terminate this agreement for convenience at any time after the Initial Term indicated in Paragraph 5 by providing a **THIRTY DAY (30-Day)** written notice to the other Party.

8. **USE OF CUSTOMER'S PREMISES.** If necessary, the Customer shall provide the Utility with adequate space within its buildings or facilities for the Utility equipment required to furnish the Services and will provide the necessary electrical power to operate the onsite equipment. In addition, Customer will provide the Utility with ingress and egress to the properties, access to the buildings and access to conduit entering the building for telecommunications services from the public right of way, if necessary, to the applicable equipment room for the Utility installation of its cable or wire.

   A. All costs associated with any building modifications or conduit installation on the premises will be borne by the Customer, unless there has been a prior agreement between the parties covering said costs. The Utility will install its wire or cable once the Customer has provided for access.

   B. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals, including easements, license and/or permits where applicable from the owner which will allow the Utility to locate, install and maintain its equipment,

cable and wire on the premises and to remove its equipment, cable and wire in the event of Customer's default of any of the provisions of this Agreement or at the termination of this Agreement.

C. The Utility will have the right to perform inspections and audits of its equipment and fibers for its own internal contract accounting purposes upon reasonable advance notice.

D. All equipment, cable, wire and fiber optic lines provided or installed by the Utility shall remain the property of the Utility. The Customer will provide and allow the Utility access to the premises for normal and emergency maintenance, and if it is necessary, to remove or replace any of the equipment, cable, wire and/or fiber optic lines.

9. **PUBLIC RECORDS.** The City of Ocala shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the City shall:

A. Keep and maintain public records required by the public agency to perform the services set forth herein.

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 Agreement term and following completion of the Agreement if the City does not transfer the records to the public agency.

D. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the City or keep and maintain public records required by the public agency to perform the services set forth herein. If the City transfers all public records to the public agency upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City 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 CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY OF OCALA'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.

10. **MISCELLANEOUS PROVISIONS.**

A. **Assignment.** This Agreement shall not be assigned by Customer without the prior written consent of the Utility. However, either party may assign this Agreement to any entity that acquires all, or substantially all, of that party's assets, or in the case of Utility, Utility's business that is the subject hereof.

B. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.

C. **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.

D. **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.

E. **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 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.

F. **Section Headings**. The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

G. **Rights of Third Parties**. Unless expressly stated herein to the contrary, 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.

H. **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.

I. **Entire Agreement.** This Agreement, including exhibits, (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.

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

K. **Electronic Signatures.** Customer, 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 containing a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

L. **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 mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

Ocala Fiber Network, Attn: Director
3001 NE 21st St
Ocala, FL 34470
Tele: 352-401-6900 | E-Mail: telecom@ocalafl.org

Quality Reprographic Solutions, INC.
807 SW 3rd Ave, Ste C
Ocala, FL 34471 Attn: Robert Posada
Tele: 352-812-1744
E-Mail: grs.ocala@gmail.com

M. **Attorney Fees.** If any civil action, 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 or parties shall be entitled to recover reasonable attorneys' fees and court costs.

N. **Indemnity.** Customer shall indemnify, up to the limits set forth in Florida Statute, s.768.28 in force at the time the contract was entered into by the parties, City of Ocala and its elected officials, employees and volunteers against, and hold City of Ocala and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City of Ocala 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. Nothing in this contract is intended to waive the sovereign immunity protections provided to the parties pursuant to Florida law.

O. **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 or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

P. The City of Ocala Utility Services has adopted an Identity Theft Prevention Program as required under 16 C.F.R. Part 681 for certain covered accounts that may be accessed

in accordance with this agreement. Accordingly, The City of Ocala Utility Services will conduct its activities in accordance with reasonable policies and procedures to detect, prevent, and mitigate the risk of identity theft.

11. **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.
12. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire Agreement between the Utility and the Customer shall only include those documents listed in this section as Exhibits to this Agreement, as follows:

Exhibit A- Service Pricing

Exhibit B– Ocala Fiber Network Fair Use Policy

IN WITNESS WHEREOF, the parties have executed this Agreement on 12/28/2021.

QUALITY REPROGRAPHIC SOLUTIONS, INC.

By: Robert T Posada
(Printed Name)

President
(Title)

CITY OF OCALA

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.
City Attorney

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **24 MONTH TERM**

807 SW 3RD AVE, STE C, OCALA

(Commercial Shared Internet - Silver)

Total Recurring Monthly Rate:

$ 99.00 (Taxes not included in cost. Taxes will be applied where applicable)

Equipment provided by the City of Ocala:

Fiber Termination Box; Fiber Jumper; SFP Optic; Media Converter

Equipment to be Returned to the City of Ocala Customer Service Office Upon Termination:

Fiber Jumper; SFP Optic; Media Converter (Items must be returned within 30 days of account termination)

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• violates any Law;
• constitutes harassment;
• promotes or encourages illegal or socially unacceptable or irresponsible behavior;
• is in breach of any third-party rights (including any third-party intellectual property rights);
• has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
• damages or may damage our name and/or reputation

Do not violate anyone's systems or network security

You must not use the OFN's network to violate OFN security or any third party's system or network security by any method including:
• unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
• unauthorized monitoring of data or traffic on any network or system without the express written authorization of the owner of the system or network; or
• unauthorized interference with any user, host, system or network without the express written authorization of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate the OFN network security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):
• programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
• tools designed to compromise the security of other sites;
• programs or services designed to send or facilitate the sending of unsolicited advertisements; or
• programs or services designed to encourage or facilitate a breach of this FUP or any acceptable use policy of another internet services provider.

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You must not adapt, modify, decompile or reverse engineer any part of OFN's network. You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the OFN's network. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which violate this FUP once notified of such activity by OFN.

AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES

THIS AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (the "Utility" or "City"), by and through its fiber utility, Ocala Fiber Network ("OFN"), and **REVEALING TRUTH MINISTRIES OUTREACH CHRISTIAN CENTER, INC.**, a not for-profit company organized and duly authorized to conduct business in the State of Florida (EIN#: 47-5610509) ("Customer").

WHEREAS, the City owns and operates a telecommunications fiber optic network as part of its utility services offered in and around the City of Ocala; and

WHEREAS, the Customer desires to lease various fiber optic telecommunication services as noted in **Exhibit A-Service Pricing** from the Utility.

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

1. **RECITALS.** City and Customer hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings specified below:
   A. **Customer:** the end user of the supplied fiber optic service.
   B. **Authorized Users**: users authorized by the Customer to utilize the fiber optic connection.
   C. **Reseller**: a company who purchases fiber optic service to re-sell to a customer, other than the Customer referenced in this Agreement.
   D. **Effective Date**: the date that this Agreement has been fully executed by all parties.
   E. **Service Date**: the date on which fiber optic telecommunication services are installed and ready for Customer use; also the date on which Customer billing begins.
   F. **Access Cost**: the cost to build new networked lines to Customer's service location.
   G. **Live and Ready for Use**: assigned fiber lines ready for transmitting and receiving electronic data flow.
   H. **Initial Term**: shall mean the minimum time period required for lease of fiber optic telecommunication services by the Customer.

3. **SCOPE OF SERVICES.**

   A. Customer agrees to lease from the Utility those services set forth in **Exhibit A – Service Pricing** (the "Services") at the following location(s): **7575 SW 62ND CT, OCALA FL.**

   B. **Internet Services**. Flexible Bandwidth purchased for Internet usage will coincide with Internet Services commitment. Customer understands that Customer and Customer's Authorized Users may access the Internet through the Service. Customer agrees neither the Utility nor any of its affiliates operates or controls the Internet. City does not warrant in any manner the merchandise, information or services purchased or accessed by Customer from Third Parties. Customer assumes total responsibility and risk for use of the Service and the Internet by Customer and/or Customer's Authorized Users. Neither the City, its' agents, nor affiliates make any express or implied warranties, representations or endorsements whatsoever with regard to said use.

   C. Customer acknowledges that any access to the Service(s) under this Agreement is intended for the use of the Customer and its Authorized Users only. Customer and its Authorized Users shall not resell or share the Service(s) to any other party without having executed a separate Reseller Agreement with the Utility.

   D. Customer will follow the rules set forth in the Fair Use Policy attached hereto as **Exhibit B – Ocala Fiber Network Fair Use Policy.**

4. **EFFECTIVE DATE AND SERVICE DATE.** This Agreement is effective on the date executed by all parties as set forth below (the "Effective Date"). Customer's payment obligations shall not begin until the date that the fiber optic telecommunication services have been installed and the connection is live and ready for use by Customer (the "Service Date").

5. **INITIAL TERM/RENEWAL.** The Initial Term of this Agreement shall commence on the Effective Date and continue for a term of **THIRTY-SIX MONTHS (36 Months)** after the Service Date. Thereafter, this Agreement shall automatically renew on a month-to-month basis until services are terminated by either the Customer or the Utility pursuant to this Agreement. At the conclusion of the initial term, the Utility has the right to modify rates by providing a **THIRTY DAY (30-Day)** written notice to Customer. At that time, Customer has the right to reject the new rate and cancel services by providing notice to Utility.

6. **COMPENSATION.** Beginning on the Service Date and continuing throughout the initial term of this Agreement, the Customer shall pay to the Utility those fees as set forth in the monthly rate schedule attached hereto as **Exhibit A – Service Pricing**. The total initial

service rate under this Agreement shall be **ONE HUNDRED FIFTY-NINE AND NO/100 DOLLARS PER MONTH ($159.00/Per Month)**, excluding any applicable fees or taxes.

7. **DEFAULT AND TERMINATION.**

   A. 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 such notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

   B. If Customer defaults or terminates this Agreement without cause prior to the expiration of the original term, the Customer will be required to pay all payments remaining under the original Agreement term.

   C. This Agreement will be invoiced monthly as part of Customer's City of Ocala utility bill and therefore subject to all related commitments of the utility bill and billing requirements of the City of Ocala Code of Ordinances. The Utility may suspend or terminate service in the event of nonpayment by the Customer.

   D. Either Party may terminate this agreement for convenience at any time after the Initial Term indicated in Paragraph 5 by providing a **THIRTY DAY (30-Day)** written notice to the other Party.

8. **USE OF CUSTOMER'S PREMISES.** If necessary, the Customer shall provide the Utility with adequate space within its buildings or facilities for the Utility equipment required to furnish the Services and will provide the necessary electrical power to operate the onsite equipment. In addition, Customer will provide the Utility with ingress and egress to the properties, access to the buildings and access to conduit entering the building for telecommunications services from the public right of way, if necessary, to the applicable equipment room for the Utility installation of its cable or wire.

   A. All costs associated with any building modifications or conduit installation on the premises will be borne by the Customer, unless there has been a prior agreement between the parties covering said costs. The Utility will install its wire or cable once the Customer has provided for access.

   B. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals, including easements, license and/or permits where applicable from the owner which will allow the Utility to locate, install and maintain its equipment, cable and wire on the premises and to remove its equipment, cable and wire in the

event of Customer's default of any of the provisions of this Agreement or at the termination of this Agreement.

C. The Utility will have the right to perform inspections and audits of its equipment and fibers for its own internal contract accounting purposes upon reasonable advance notice.

D. All equipment, cable, wire and fiber optic lines provided or installed by the Utility shall remain the property of the Utility. The Customer will provide and allow the Utility access to the premises for normal and emergency maintenance, and if it is necessary, to remove or replace any of the equipment, cable, wire and/or fiber optic lines.

9. **PUBLIC RECORDS.** The City of Ocala shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the City shall:

A. Keep and maintain public records required by the public agency to perform the services set forth herein.

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 Agreement term and following completion of the Agreement if the City does not transfer the records to the public agency.

D. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the City or keep and maintain public records required by the public agency to perform the services set forth herein. If the City transfers all public records to the public agency upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City 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 CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY OF OCALA'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.

10. **MISCELLANEOUS PROVISIONS.**

A. **Assignment.** This Agreement shall not be assigned by Customer without the prior written consent of the Utility. However, either party may assign this Agreement to any entity that acquires all, or substantially all, of that party's assets, or in the case of Utility, Utility's business that is the subject hereof.

B. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.

C. **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.

D. **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.

E. **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 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.

F. **Section Headings**. The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

G. **Rights of Third Parties**. Unless expressly stated herein to the contrary, 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.

H. **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.

I. **Entire Agreement.** This Agreement, including exhibits, (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.

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

K. **Electronic Signatures.** Customer, 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 containing a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

L. **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 mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

Ocala Fiber Network, Attn: Director
3001 NE 21st St
Ocala, FL 34470
Tele: 352-401-6900 | E-Mail: telecom@ocalafl.org

Revealing Truth Ministries Outreach Christian Center, INC.
7575 SW 62nd Ct
Ocala, FL 34476 Attn: Pastor Steven Smith
Tel: 678-387-7752
E-Mail: pastorsmith@revealingtruthocc.org

M. **Attorney Fees.** If any civil action, 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 or parties shall be entitled to recover reasonable attorneys' fees and court costs.

N. **Indemnity.** Customer shall indemnify, up to the limits set forth in Florida Statute, s.768.28 in force at the time the contract was entered into by the parties, City of Ocala and its elected officials, employees and volunteers against, and hold City of Ocala and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City of Ocala 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. Nothing in this contract is intended to waive the sovereign immunity protections provided to the parties pursuant to Florida law.

O. **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 or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

P. The City of Ocala Utility Services has adopted an Identity Theft Prevention Program as required under 16 C.F.R. Part 681 for certain covered accounts that may be accessed

in accordance with this agreement. Accordingly, The City of Ocala Utility Services will conduct its activities in accordance with reasonable policies and procedures to detect, prevent, and mitigate the risk of identity theft.

11. **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.
12. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire Agreement between the Utility and the Customer shall only include those documents listed in this section as Exhibits to this Agreement, as follows:

Exhibit A- Service Pricing
Exhibit B– Ocala Fiber Network Fair Use Policy

IN WITNESS WHEREOF, the parties have executed this Agreement on 12/27/21.

REVEALING TRUTH MINISTRIES OUTREACH CHRISTIAN CENTER, INC.

Steven R Smith/Pastor/CEO

By: Steven R Smith
(Printed Name)

Pastor/CEO
(Title)

CITY OF OCALA

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.
City Attorney

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **36 MONTH TERM**

7575 SW 62ND CT, OCALA

(Commercial Shared Internet - Platinum)

Total Recurring Monthly Rate:

$ 159.00 (Taxes not included in cost. Taxes will be applied where applicable)

Equipment provided by the City of Ocala:

Fiber Termination Box; Fiber Jumper; SFP Optic; Media Converter

Equipment to be Returned to the City of Ocala Customer Service Office Upon Termination:

Fiber Jumper; SFP Optic; Media Converter (Items must be returned within 30 days of account termination)

Contract is dependent on the customer receiving, recording and returning to us an easement across Kesari LLC property. (Kesari LLC is located between HWY 200 and customer premise).

EXHIBIT B- OCALA FIBER NETWORK (OFN) FAIR USE POLICY

What Is A Fair Use Policy (FUP)
A Fair Usage Policy - FUP, is intended to assure that all broadband customers enjoy the same experience and have access to a quick and reliable service at all times. OFN - Fair Use Policy is designed to make sure that your broadband service is a great value and is a dependable, reliable service whenever you use it.

WHY A FUP Is Needed
As an example, a small number of customers use Peer to Peer or file sharing software. This practice constantly sends and receives video and other very large files throughout the day consuming excessive bandwidth. This type of activity can significantly reduce the speed at which other customers can access the internet during peak hours. OFN will automatically identify the extremely heavy users and manage their bandwidth to protect the service for all our customers.

What Happens If A FUP Breach Happens
OFN will throttle back on their available internet bandwidth for a period of time.

Legal Considerations
OFN may only be used for lawful purposes in accordance with all laws, statutes and regulations in force within the United States. You may not use OFN to send, receive, store, distribute, transmit, post, upload or download any materials or data which:
- violates any Law;
- constitutes harassment;
- promotes or encourages illegal or socially unacceptable or irresponsible behavior;
- is in breach of any third-party rights (including any third-party intellectual property rights);
- has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
- damages or may damage our name and/or reputation

Do not violate anyone's systems or network security

You must not use the OFN's network to violate OFN security or any third party's system or network security by any method including:
- unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
- unauthorized monitoring of data or traffic on any network or system without the express written authorization of the owner of the system or network; or
- unauthorized interference with any user, host, system or network without the express written authorization of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate the OFN network security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):
- programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
- tools designed to compromise the security of other sites;
- programs or services designed to send or facilitate the sending of unsolicited advertisements; or
- programs or services designed to encourage or facilitate a breach of this FUP or any acceptable use policy of another internet services provider.

You must not connect the OFN service to unsecured machines or services able to be exploited by others to carry out actions which constitute a breach of this FUP.

You must not adapt, modify, decompile or reverse engineer any part of OFN's network. You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the OFN's network. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which violate this FUP once notified of such activity by OFN.

#21151

OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 19.0
CANCELS ORIGINAL SHEET NO. 19.0

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: Robert Dovico

Mailing Address: 1005 SE 26th St.

City: Ocala State: FL Zip Code: 34471

Phone Number: 352-369-4085 Alternate Phone Number: _____

Email Address: robertodovico2021@gmail.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 526510-160339

2. RGS Facility Information

Facility Location: 1005 SE 26th St. Ocala, Florida 34471

Ocala Electric Utility Customer Account Number: 526510-160339

RGS Manufacturer: Enphase IQ7-60-2-US

Manufacturer's Address: 47281 Bayside Pkwy, Fremont, CA 94538

Reference or Model Number: LONGi

Serial Number: LONGi LR4-60HPH 350M

(Continued on Sheet No.19.1)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

3. Facility Rating Information

Gross Power Rating: 9.8KWDC & 6.72KWAC ("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: 5/15/2021

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)

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: Robert Dovico Date: 4/28/2021
(Print Name)

Robert Dovico
(Signature)

Evidence of Property Insurance

Security First Insurance Company
P.O. Box 628336
Orlando, FL 32862-8336

Customer Service
(877) 333-9992

Policy Type: Homeowners HO3
Policy Number: P000091436
Policy Effective Date: 04/25/2021 12:01 AM
Policy Expiration Date: 04/25/2022 12:01 AM
Date Printed: 03/06/2021

Agent Contact Information

BIRD INSURANCE SERVICES, LLC
Patrick Murphy
516 SE 17TH ST
OCALA, FL 34471-4431

Phone: (352) 622-3899
Email: pmurphy@birdinsagency.com

Agency ID: X01056
Agent License #: P040361

Property Information

Property Address:
1005 SE 26TH ST
OCALA, FL 34471-5981

Named Insured(s)

Named Insured: ROBERT DOVICO
Mailing Address: 1005 SE 26TH ST, OCALA, FL 34471-5981
Email Address: wolfe_allen@hotmail.com Phone:

Coverage Information

The coverages listed below have been issued to the named insured for the policy period indicated. The insurance afforded by the coverages described herein is subject to all the terms, exclusions and conditions of the policy and endorsements.

Insured Property Location 1005 SE 26TH ST, OCALA, FL 34471-5981 County: MARION

Primary Coverages

Coverage A (Dwelling): $158,000
Coverage B (Other Structures): $23,700
Coverage C (Personal Property): $86,900
Coverage D (Loss of Use): $15,800
Coverage E (Personal Liability): $300,000
Coverage F (Medical Payments to Others): $1,000

Deductibles

All Other Perils (AOP) Deductible: $1,000
Hurricane Deductible: $3,160 (2% of Cov A)
Water Deductible: $1,000

Policy may contain other deductible options and/or optional coverages.

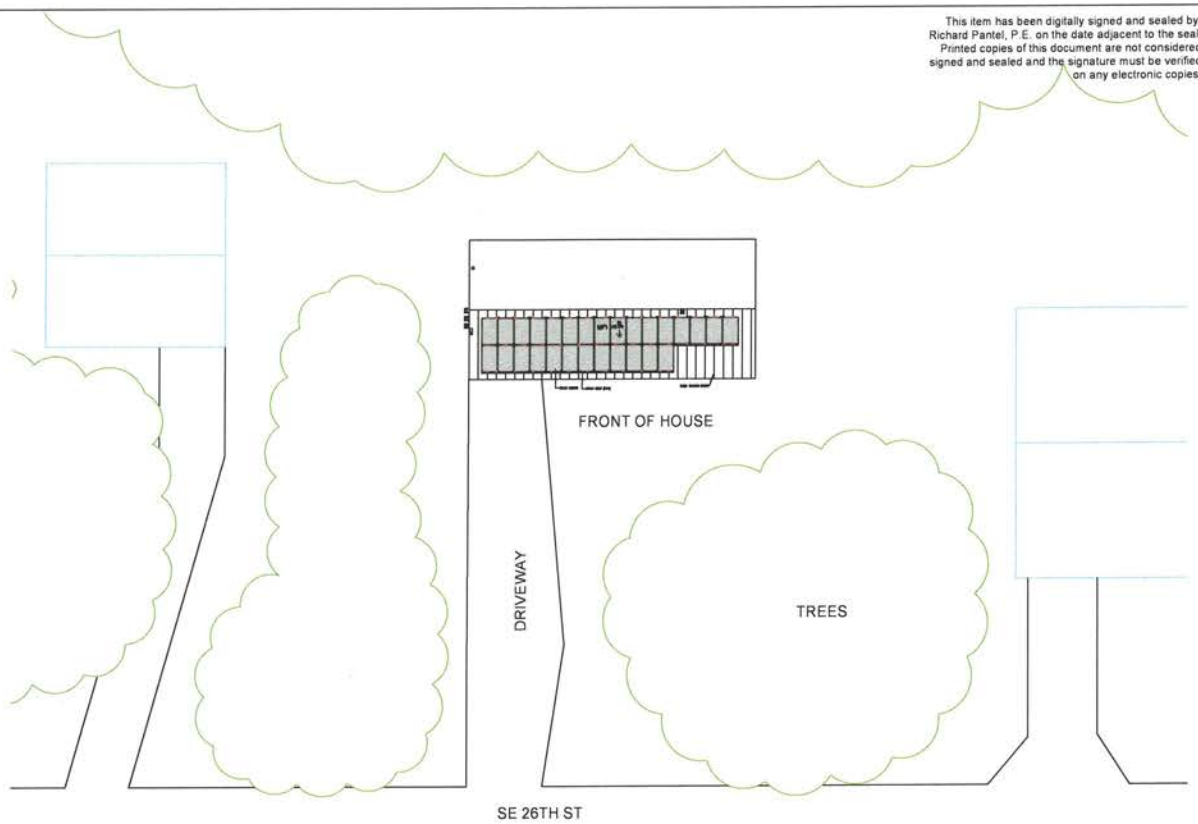
Total Premium Amount: $1,566.00

LOCATION MAP:

AERIAL VIEW:







BUILDING CODES FBC–2020
NEC–2017

BUILDING USE:
EXISTING: R– RESIDENTIAL
CONST. CLASS 5–B UNPROTECTED

SYSTEM DATA:

28 – LONGI LR4–60HPH 350M
DC INPUT RATED POWER – DC SYSTEM RATING
(RATED POWER PER MODULE) x (# OF MODULES) = DC SYSTEM SIZE
(350 W) x (28) = 9800 W

28 – ENPHASE IQ7–60–2–US
OVERCURRENT PROTECTION CALCULATION
(MAX OUTPUT CURRENT PER INVERTER x # OF INVERTERS) x 1.25 =
(OVERCURRENT PROTECTION MINIMUM SIZE) A
(1A x 28) x (1.25) = 35 A
–PER NEC 690.8
–EXISTING HOUSE VOLTAGE IS 240V

BUS BAR RATING	200 AMP
INTERCONNECTION METHOD	GRID INTERACTIVE
OCPD MEASURES	35 AMP
ROOF STRUCTURE	2X4 TRUSS @ 24"
STRUCTURAL UPGRADES	NONE
ROOF DETAIL	GOOD CONDITION

STRINGING
2 STRINGS OF 14
–
–
–

FLASHING ECOFASTEN
RACKING – ECOLIBRIUM SOLAR ECO X
TILT & AZIMUTH
MP1: 28 PANELS ON AZIMUTH 179 DEGREES, TILT 20 DEGREES

ROOF LOADS:

GROUND SNOW FROM ASCE 7–16	0 PSF
WIND LOAD FROM ASCE 7–16	130 MPH CAT2
SOLAR ARRAY	4.0 PSF MAX

AS NOTED IN THE STRUCTURAL PAGE

GENERAL NOTES:

1. PV SYSTEM IS TO BE MOUNTED ON EXISTING ROOF STRUCTURE.
2. CONTRACTOR SHALL OBTAIN ALL BUILDING AND ELECTRICAL PERMIT ONCE THE PLANS ARE APPROVED FOR CONSTRUCTION. CONTRACTOR SHALL PRESENT PROOF OF INSURANCE, PROOF OF CONTRACTING LICENSE, AND WILL SUBMIT A CHECK IN EXCHANGE FOR THE NECESSARY PERMITS, ALL FEEDS SHALL BE REIMBURSED AS PER CONTRACT.
3. THIS PV SYSTEM INSTALLATION IS SUBJECT TO INSPECTION BY THE BUILDING OFFICIALS, CONTRACTOR AND OWNERS, OWNER'S REPRESENTATIVES AND MULTIPLE OTHER STAKEHOLDERS
4. THIS PROJECT SHALL CONFORM TO ALL STATE'S CODES.
5. DRAWINGS – THE DRAWINGS ARE INTENDED TO SHOW THE GENERAL ARRANGEMENT AND THE EXTENT OF THE WORK TO BE DONE, HOWEVER, THE EXACT LOCATION AND ARRANGEMENT OF ALL COMPONENTS SHALL BE DETERMINED AS WORK PROGRESSES. BECAUSE OF THE SMALL SCALE USED FOR THE DRAWINGS, ALL REQUIRED OFFSETS, MODIFICATIONS, ETC. AS MAY BE REQUIRED TO CLEAR STRUCTURAL WORK, WORK OF OTHER CONTRACTORS, OR OTHER OBSTRUCTIONS, MAY NOT BE SHOWN. THE CONTRACTOR HOWEVER, SHALL PROVIDE ALL NECESSARY OFFSETS, MODIFICATIONS, ETC. AS REQUIRED TO COMPLETE THE INSTALLATION AT NO ADDITIONAL COST. THE CONTRACTOR SHALL BE RESPONSIBLE TO INSTALL ALL ITEMS, ACCESSORIES, AUXILIARY SYSTEMS, ETC. CALLED FOR IN THESE DOCUMENTS WHETHER OR NOT SHOWN AS DETAILS ON THE DRAWINGS. ALL ITEMS NOT SPECIFICALLY MENTIONED IN THE DOCUMENTS OR NOTED ON THE DRAWINGS, BUT WHICH ARE NECESSARY TO MAKE A COMPLETE WORKING INSTALLATION, SHALL BE INCLUDED.
6. DIMENSIONS – NO WORK SHALL BE EXECUTED FROM DIMENSIONS OBTAINED BY SCALING ANY DRAWINGS. EXACT DIMENSIONS, WHERE NEEDED, SHALL BE OBTAINED FROM ACTUAL FIGURES ON THE ARCHITECTURAL DRAWINGS AND SHALL BE SUPPLEMENTED BY VERIFICATION OF MEASUREMENTS AT THE SITE. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, AND FIELD CONDITIONS BEFORE STARTING WORK AND SHALL NOTIFY THE ARCHITECT OR OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES IF DISCREPANCIES ARE BROUGHT TO THEIR ATTENTION, THE CONTRACTOR ASSUMES FULL RESPONSIBILITY.



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.

28 Panels
9.8KWDC & 6.72KWAC Photovoltaic
Roof Mount System For:
Robert A Dovico
1005 SE 26th St
Ocala, FL 34471

DRAWING LIST

A1: COVER PAGE	E4: SAFETY PAGE & LABELS
A2: ROOF PLAN NOTES & DETAILS	
A3: STRUCTURAL INFORMATION	
E1: ELECTRICAL INFORMATION	
E2: SPEC SHEETS	
E3: SPEC SHEETS	

511 RT. 168 BLACKWOOD
NEW JERSEY 08021
PHONE: 856–375–8129
VISIONSOLAR

Reviewed and approved
Richard Pantel, P.E.
FL License No. 73222

9.8KW SOLAR SYSTEM FOR:
Robert A Dovico
1005 SE 26th St
Ocala, FL 34471

SCALE:	AS NOTED
DRAWN:	RA
CHECKED:	TWG
DATE:	3–26–2021
REVISIONS:	–

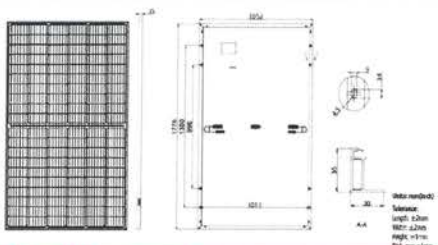
DRAWING TITLE: COVER PAGE

DRAWING NO. **A-1**

1303

LR4-60HPH 350~370M

Design (mm)



Mechanical Parameters

Cell Orientation: 120 (6×20)
Junction Box: IP68, three diodes
Output Cable: 4mm², 300mm in length, length can be customized
Glass: Single glass
3.2mm coated tempered glass
Frame: Anodized aluminum alloy frame
Weight: 20 kg
Dimension: 1776×1052×35mm
Packaging: 30pcs per pallet
180pcs per 20'GP
720pcs per 40'HC

Operating Parameters

Operational Temperature: -40℃ ~ +85℃
Power Output Tolerance: 0 ~ +5 W
Voc and Isc Tolerance: ±3%
Maximum System Voltage: DC1500V (IEC/UL)
Maximum Series Fuse Rating: 20A
Nominal Operating Cell Temperature: 45±2℃
Safety Class: Class II
Fire Rating: UL type 1 or type 2

Electrical Characteristics

Test uncertainty for Pmax: ±3%

Model Number	LR4-60HPH-350M		LR4-60HPH-355M		LR4-60HPH-360M		LR4-60HPH-365M		LR4-60HPH-370M	
Testing Condition	STC	NOCT	STC	NOCT	STC	NOCT	STC	NOCT	STC	NOCT
Maximum Power (Pmax/W)	350	259.3	355	263.0	360	266.7	365	270.4	370	274.1
Open Circuit Voltage (Voc/V)	40.5	37.8	40.7	38.0	40.9	38.2	41.1	38.4	41.3	38.5
Short Circuit Current (Isc/A)	11.02	8.89	11.10	8.95	11.20	9.03	11.28	9.09	11.37	9.17
Voltage at Maximum Power (Vmp/V)	33.3	30.8	33.5	30.9	33.7	31.1	33.9	31.3	34.1	31.5
Current at Maximum Power (Imp/A)	10.52	8.44	10.60	8.50	10.69	8.57	10.77	8.64	10.86	8.71
Module Efficiency(%)	18.7		19.0		19.3		19.5		19.8	

STC (Standard Testing Conditions): Irradiance 1000W/m², Cell Temperature 25℃, Spectra at AM1.5

NOCT (Nominal Operating Cell Temperature): Irradiance 800W/m², Ambient Temperature 20℃, Spectra at AM1.5, Wind at 1m/S

Temperature Ratings (STC)

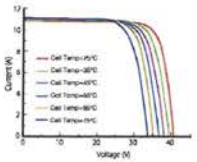
Temperature Coefficient of Isc	+0.057%/℃
Temperature Coefficient of Voc	-0.286%/℃
Temperature Coefficient of Pmax	-0.370%/℃

Mechanical Loading

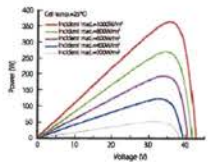
Front Side Maximum Static Loading	5400Pa
Rear Side Maximum Static Loading	2400Pa
Hailstone Test	25mm Hailstone at the speed of 23m/s

I-V Curve

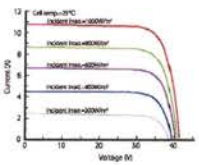
Current-Voltage Curve (LR4-60HPH-360M)



Power-Voltage Curve (LR4-60HPH-360M)



Current-Voltage Curve (LR4-60HPH-360M)



Room 801, Tower 3, Lujiazui Financial Plaza, No.826 Century Avenue, Pudong Shanghai, 200120, China
Tel: +86-21-80162606 E-mail: module@longi-silicon.com Facebook: www.facebook.com/LONGI Solar

Note: Due to continuous technical innovation, R&D and improvement, technical data above mentioned may be of modification accordingly. LONGI Solar have the sole right to make such modification at anytime without further notice; Demanding party shall request for the latest datasheet for such as contract need, and make it a consisting and binding part of lawful documentation duly signed by both parties.

V10

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.

Enphase IQ 7 and IQ 7+ Microinverters

INPUT DATA (DC)	IQ7-60-2-US	IQ7PLUS-72-2-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)	0.85 leading ... 0.85 lagging		0.85 leading ... 0.85 lagging	

EFFICIENCY	@240 V	@208 V	@240 V	@208 V
Peak 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)
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

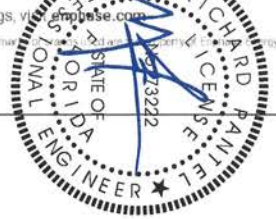
FEATURES	
Communication	Power Line Communication (PLC)
Monitoring	Enlighten Manager and MyEnlighten monitoring options. Both options require installation of an Enphase IQ Envoy.
Disconnecting means	The AC and DC connectors have been evaluated and approved by UL for use as the load-break disconnect required 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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ENPHASE.



511 RT. 168 BLACKWOOD
NEW JERSEY 08021
PHONE: 856-375-8129

VISIONSOLAR

Reviewed and approved
Richard Pantel, P.E.
FL License No. 73222

9.8KW SOLAR SYSTEM FOR:

Robert A Dovico
1005 SE 26th St
Ocala, FL 34471

SCALE:	AS NOTED
DRAWN:	RA
CHECKED:	TWG
DATE:	3-26-2021
REVISIONS:	-

DRAWING TITLE:
SPECS SHEET

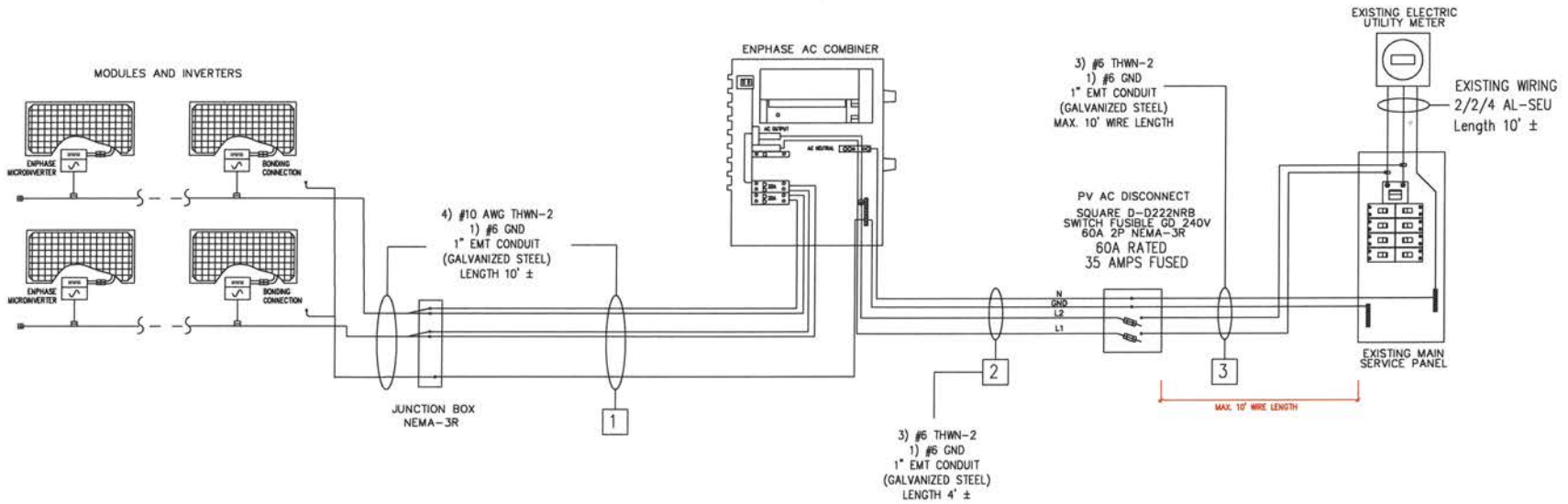
DRAWING NO.
E-2

1304

ELECTRICAL SUMMARY

MODULES	STRINGING	INVERTER	JUNCTION BOX	AC COMBINER BOX	PV AC DISCONNECT	INTERCONNECTION	EXISTING ELECTRICAL EQUIPMENT
LONGI LR4-60HPH 350M	2 STRINGS OF 14	ENPHASE ENERGY IQ7-60-2-US	JUNCTION BOX	ENPHASE AC COMBINER WITH ENVOY-Q METERED WITH INTEGRATED RGM	60A RATED 35 AMPS FUSED 120v / 240v	LINE SIDE TAP	UTILITY METER MAIN SERVICE PANEL 120v / 240v
* #10 PV WIRE #6 GROUND		ENPHASE Q TRUNK CABLE #10 AWG THWN-2 1" EMT CONDUIT STRING 1 - Length 52' ± STRING 2 - Length 42' ±	1 Length 15' ± 4) #10 AWG THWN-2 1) #6 AWG THWN GND. 1" EMT CONDUIT (GALVANIZED STEEL CONDUIT)	2 Length 3' ± 3) #6 AWG THWN-2 1) #6 AWG THWN GND. 1" EMT CONDUIT (GALVANIZED STEEL CONDUIT)	3 Length 3' ± 3) #6 AWG THWN-2 1) #6 AWG THWN GND. 1" EMT CONDUIT (GALVANIZED STEEL CONDUIT)	(2) ILSCO INSULATION PIERCING CONNECTOR MAIN: 4/0 - 6 AWG 600v	MAIN BREAKER 200A

* CONDUCTORS SHALL BE OUTGOING FROM EQUIPMENT LISTED DIRECTLY ABOVE.



ELECTRICAL NOTES

1. USE "SCHEDULE 40 PVC" CONDUIT FOR LOCATIONS WITHIN 1 MILE OF SEA WATER.
2. ALL INVERTERS AND MODULES ARE LOCATED ON ROOF MOUNTED ATTACHMENT SYSTEM.
3. CONDUCTORS COPPER UNLESS OTHERWISE NOTED.
4. CONFIRM LINE SIDE VOLTAGE AT ELECTRIC UTILITY SERVICE ENTRANCE BEFORE CONNECTING INVERTER AND ENSURE PROPER OPERATIONAL VOLTAGE REQUIRED BY SYSTEM INVERTER. INVERTER AND ENSURE PROPER OPERATIONAL RANGE REQUIRED BY SYSTEM INVERTER.
5. INTERCONNECTION TO UTILITY AND SYSTEM GROUNDING PER STATE'S NEC CODES.
6. ALL OUTDOOR EQUIPMENT SHALL BE A MINIMUM OF NEMA-3R RATED.
7. PV CIRCUIT ONLY. NO OTHER LOADS SHALL BE APPLIED TO THIS PANEL OTHER THEN PV COMPONENTS AS PER NEC ARTICLE 690.



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.

511 RT. 168 BLACKWOOD
NEW JERSEY 08021
PHONE: 856-375-8129
VISIONSOLAR

Reviewed and approved
Richard Pantel, P.E.
FL License No. 73222

9.8KW SOLAR SYSTEM FOR:

Robert A Dovico
1005 SE 26th St
Ocala, FL 34471

SCALE:	AS NOTED
DRAWN:	RA
CHECKED:	TWG
DATE:	3-26-2021
REVISIONS:	-

DRAWING TITLE: ELECTRICAL INFORMATION

DRAWING NO. **E-1**

1305

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 29 day of April, 2021, 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 Robert Dovico, 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)

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)

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)

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)

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)

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility

By: _____

Title: _____

Date: _____

Florida Municipal Power Agency

By: _____

Title: _____

Date: _____

Customer

By: Robert Dovico (Print Name)

Robert Dovico (Signature)

Date: 4/28/2021

Customer's City of Ocala Electric Utility Account Number: 526510-160339

Approved as to form and legality:

_____

Robert W. Batsel, Jr.
Assistant City Attorney

(Continued on Sheet No. 20.6)

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.

Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 29 day of April, 20 21, by and between Robert Dovico, (hereinafter called "**Customer**"), located at 1005 SE 26th St 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: 1005 SE 26th St. 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)

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)

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)

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)

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)

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)

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)

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)

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)

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility:

By: _____

Title: _____

Date: _____

Customer:

By: Robert Dovico
(Print Name)

Robert Dovico
(Signature)

Date: 4/28/2021

City of Ocala Electric Utility Account Number:

526510-160339

Approved as to form and legality:

_____
Robert W. Batsel, Jr.
Assistant City Attorney

#211153

OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 19.0
CANCELS ORIGINAL SHEET NO. 19.0

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: Robert Rickel

Mailing Address: 2000 NE 131 Avenue

City: Silver Springs State: FL Zip Code: 34488

Phone Number: 352-804-2848 Alternate Phone Number: 352-209-8211

Email Address: BobRickel24@gmail.com Fax Number:

Ocala Electric Utility Customer Account Number: 538401-161133

2. RGS Facility Information

Facility Location: 2000 NE 131 Avenue, Silver Springs, FL 34488

Ocala Electric Utility Customer Account Number: 538401-161133

RGS Manufacturer: LG Electronics

Manufacturer's Address: 2000 Millbrook Drive
Lincolnshire, IL 60049

Reference or Model Number: LG 360N1C-N5

Serial Number: 108U1A271LD

(Continued on Sheet No.19.1)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

3. Facility Rating Information

Gross Power Rating: 7.344 ("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: Photovoltaic

Anticipated In- Service Date: ASAP

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)

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: Robert Rickel Date: 12/1/2021
(Print Name)

(Signature)

AMERICAN TRADITIONS INSURANCE COMPANY

Mobile Homeowners Declarations Page

T.J. JERGER MGA, LLC
7785 66th St. N.
Pinellas Park, FL 33781



Agent Name and Address: National Insurance Services
1425 SE 3rd Ave
Ocala, FL 34471

If you have any questions regarding this policy which your agent is unable to answer please contact us at 866-561-3433.

Agent Phone #: (352)368-2121 **Agency Code:** AF1696

Policy Number: ATM211881 **Insuring Company:** American Traditions Insurance Company
P.O. Box 2800
Pinellas Park, FL 33780

Named Insured: Robert A Rickel and/or Bonnie L Rickel
Mailing Address: 2000 NE 131st Ave.
Silver Springs, FL 34488-3534

Mortgagee(s) #1: #2:

Effective Dates: From: 11/1/2021 12:01am To: 11/1/2022 12:01am Effective date of this transaction: 12/01/2021 12:01am

Activity: Change in Coverage **Addl Insured:**

Insured Location: 2000 NE 131st Ave.
Silver Springs, FL 34488
Silver Springs, Florida area **Park Name:**

Unit Description: Year: 1997 Make: Jacobson Serial #: FACFL18254ABC Length: 55 Width: 38
Metal Garage Building

Coverage at the residence premises is provided only where a limit of liability is shown or a premium is stated.

Coverages and Premiums:

Coverage Section	Limits	Non-Hurricane	Hurricane	Total
A. Dwelling	99,000	$808.00	$194.00	$1002.00
B. Other Structures	9,900	$275.00	$65.00	$340.00
C. Personal Property	29,700			Included
~~D. Loss of Use~~	19,800			Included
E. Personal Liability	100,000	$19.00		$19.00
F. Medical Payments to Others	500			Included
Policy Fee		$25.00		$25.00
Emergency Management Preparedness and Assistance Trust Fund Fee		$2.00		$2.00
Premium Adjustments:		-$61.00	$120.00	$59.00
Total Policy Premium				$1,447.00

Hurricane Premium: $379.00 Non-Hurricane Premium: $1,068.00

Deductible: All Other Perils: $1,000 **Hurricane Deductible: $1,980/2%**

Special Messages:

THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

Reminder: **If your policy contains replacement cost on dwelling, the amount of coverage will not exceed the stated policy value.**

Krista A Cioffi

Krista A. Cioffi
Countersignature

12/01/2021
Date

ATIC MHO DEC 01 19

TOTAL SOLAR DC WATTS: 360 WATTS PER MODULE X 24 MODULES = 8,640 TOTAL DC WATTS

C1 20 AMP BR 2POLE BREAKER
(2) #10 THWN BLACK
12 MODULES X 1.00 AMPS =12.00 FLA

C2 20 AMP BR 2POLE BREAKER
(2) #10 THWN RED
12 MODULES X 1.00 AMPS =12.00 FLA

C3 NOT USED

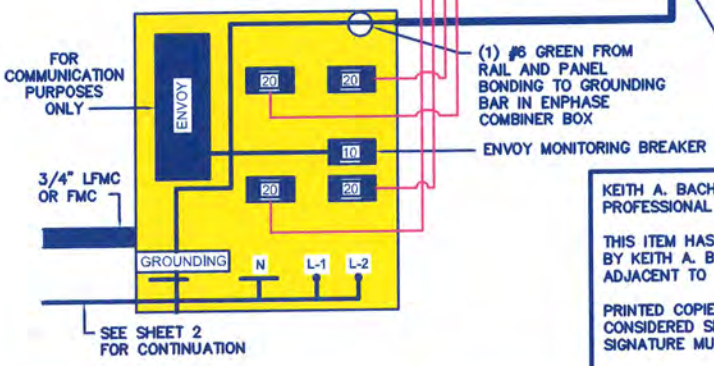
C4 SURGE PROTECTION

SEE SPEC SHEETS FOR INVERTER INFO

IQ7 INVERTERS –
MAX 16 MODULES PER CIRCUIT
MAX CONTINUOUS OUTPUT 1.00 AMPS
16 AMPS MAX PER NEC210.19(A)(1)
20 AMP MAX OCPD

24.00 FLA TOTAL X 1.25
= 30.00 OCPD MINIMUM

ENPHASE COMBINER BOX 3
X-IQ-AM1-240-3
240 VOLTS 60 HZ
90 AMP MAX OCPD
65 AMP MAX OUTPUT
80 AMP MAX COMBINED
PV BREAKERS



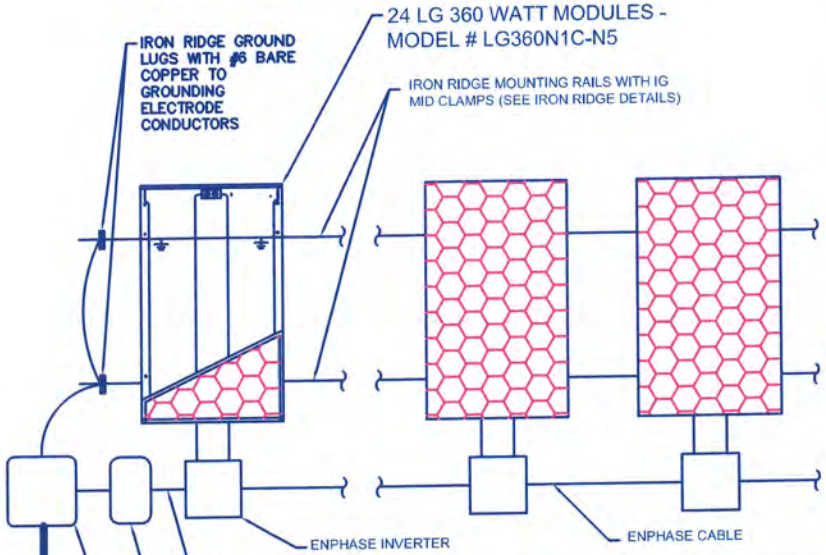
FOR COMMUNICATION PURPOSES ONLY

3/4" LFMC OR FMC

SEE SHEET 2 FOR CONTINUATION

(1) #6 GREEN FROM RAIL AND PANEL BONDING TO GROUNDING BAR IN ENPHASE COMBINER BOX

ENVOY MONITORING BREAKER



PHOTOVOLTAIC PANEL PLAN
NOT TO SCALE

Engineering For:

Rickel Residence
2000 NE 131st Ave
Silver Springs FL 34488

IQ7

8.64 KW

NEC 2017 COMPLIANT

Electrical Plans Approved

Benjamin Maxson PX3802

External Branch (Home Run) Wiring Maximum Distance to Maintain
1% Vrise for 240 VAC Single-Phase

	MicroInverters per Branch for 240 VAC Single-Phase												
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
AWG	Maximum One-Way Wire Length (in Feet) to Maintain 1% Vrise													
#12	585	293	195	146	117	98	84	73	65	59	53	49	45	42
#10	930	465	310	233	186	155	133	116	103	93	85	78	72	66
#8	1483	742	494	371	297	247	212	185	165	148	135	124	114	106
#6	2353	1176	784	588	471	392	336	294	261	235	214	196	181	168
#4	3738	1869	1246	935	748	623	534	467	415	374	340	312	288	267

KEITH A. BACHMANN, STATE OF FLORIDA
PROFESSIONAL ENGINEERING LICENSE NO. 43760

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY KEITH A. BACHMANN, 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 ELECTRONIC COPIES.

WILLIAM MAY INC.

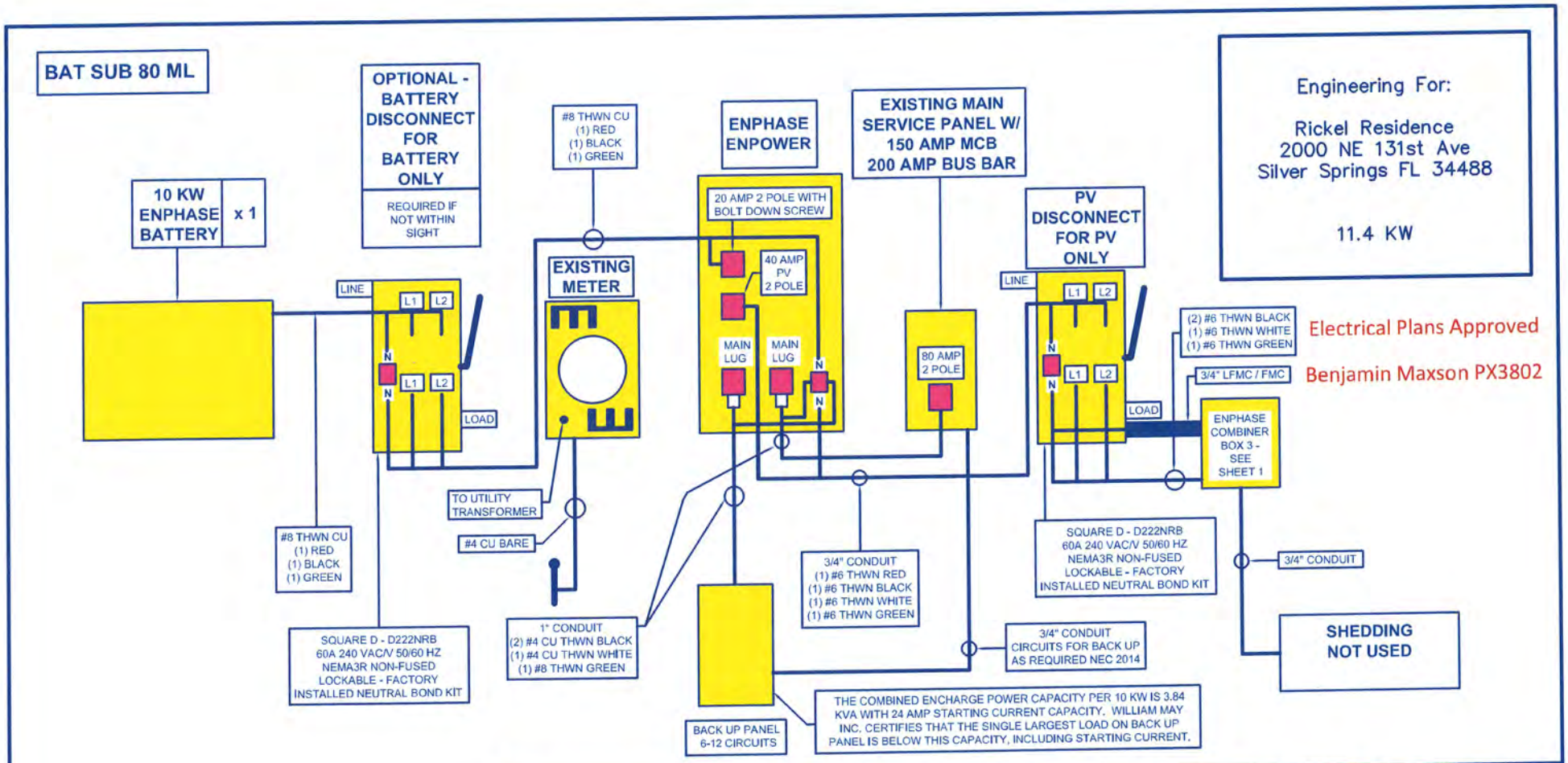
EC13005353

KEY ENGINEERING ASSOCIATES, INC.
4562 RUTLEDGE DRIVE, PALM HARBOR, FL 34685
PHONE: 727-781-1111 EMAIL: keyengg@aol.com

JOB NO. 530

SHEET 1 OF 3

1327



COMPLIANT: NEC2017 * UL1741 * IEEE1547

KEITH A. BACHMANN, STATE OF FLORIDA
PROFESSIONAL ENGINEERING LICENSE NO. 43760

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY KEITH A. BACHMANN, 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 ELECTRONIC COPIES.

WILLIAM MAY INC.
EC13005353
KEY ENGINEERING ASSOCIATES, INC.
4562 RUTLEDGE DRIVE, PALM HARBOR, FL 34685
PHONE: 727-781-1111 EMAIL: keyengg@aol.com

JOB NO. 530

LG NeON®2



60

360W I 355W I 350W

The LG NeON® 2 is one of the most powerful and versatile modules on the market today. Featuring LG's Cello Technology in monocrystalline n-type solar cells, the LG NeON® 2 increases power output. Now includes a 25 years product and 90.1% performance warranty for higher performance and reliability.
The new LG NeON® 2 has been designed with aesthetics in mind using new cell design.



Feature

Enhanced Performance Warranty

LG NeON® 2 has an enhanced performance warranty. After 25 years, LG NeON® 2 is guaranteed to perform at minimum 90.1% of initial performance.

Enhanced Product warranty

LG has extended the warranty of the NeON® 2 to 25 years, which is among the top of industry standards.

About LG Electronics

LG Electronics is a global big player, committed to expanding its operations with the solar market. The company first embarked on a solar energy source research program in 1985, supported by LG Group's vast experience in the semi-conductor, LCD, chemistry and materials industries. In 2010, LG Solar successfully released its first MonoX® series to the market, which is now available in 32 countries. The NeON® (previous: MonoX® NeON), NeON®2, NeON®2 BiFacial won the "Intersolar AWARD" in 2013, 2015 and 2016, which demonstrates LG Solar's lead, innovation and commitment to the industry.

Enphase IQ 7 and IQ 7+ Microinverters

The high-powered smart grid-ready **Enphase IQ 7 Micro™** and **Enphase IQ 7+ Micro™** dramatically simplify the installation process while achieving the highest system efficiency.

Part of the Enphase IQ System, the IQ 7 and IQ 7+ Microinverters integrate with the Enphase IQ Envoy™, Enphase IQ Battery™, and the Enphase Enlighten™ monitoring and analysis software.

IQ 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.



Easy to Install

- Lightweight and simple
- Faster installation with improved, lighter two-wire cabling
- Built-in rapid shutdown compliant (NEC 2014 & 2017)

Productive and Reliable

- Optimized for high powered 60-cell and 72-cell* 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)

* The IQ 7+ Micro is required to support 72-cell modules.

UL CERTIFIED
SAFETY US-CA
E341165

To learn more about Enphase offerings, visit **enphase.com**

ENPHASE

Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 1st day of December, 20 21, by and between Robert Ricket, (hereinafter called "**Customer**"), located at 2000 NE 131 Avenue, Silver in Silver Springs, 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: 2000 NE 131 Avenue, Silver Springs, FL 34488.

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)

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)

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)

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)

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)

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)

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)

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)

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)

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility:

By: _____

Title: _____

Date: _____

Customer:

By: Robert Rickard
(Print Name)

(Signature)

Date: 12/1/2021

City of Ocala Electric Utility Account Number:

538401-161133

Approved as to form and legality:

_____
Robert W. Batsel, Jr.
Assistant City Attorney

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 1st day of December, 2021, 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 Robert Rickel, 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)

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)

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)

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)

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)

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility

By: _____

Title: _____

Date: _____

Florida Municipal Power Agency

By: _____

Title: _____

Date: _____

Customer

By: Robert Rickel Date: 12/1/2021
(Print Name)

(Signature)

Customer's City of Ocala Electric Utility Account Number: 53840/-161133

Approved as to form and legality:

_____
Robert W. Batsel, Jr.
Assistant City Attorney

(Continued on Sheet No. 20.6)

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.

AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES

THIS AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (the "Utility" or "City"), by and through its fiber utility, Ocala Fiber Network ("OFN"), and **ROBINSON GLAZING SOLUTIONS, LLC**, a for-profit limited liability company organized and duly authorized to conduct business in the State of Florida (EIN#: 83-0799897) ("Customer").

WHEREAS, the City owns and operates a telecommunications fiber optic network as part of its utility services offered in and around the City of Ocala; and

WHEREAS, the Customer desires to lease various fiber optic telecommunication services as noted in **Exhibit A-Service Pricing** from the Utility.

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

1. **RECITALS.** City and Customer hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings specified below:

   A. **Customer:** the end user of the supplied fiber optic service.
   B. **Authorized Users**: users authorized by the Customer to utilize the fiber optic connection.
   C. **Reseller**: a company who purchases fiber optic service to re-sell to a customer, other than the Customer referenced in this Agreement.
   D. **Effective Date**: the date that this Agreement has been fully executed by all parties.
   E. **Service Date**: the date on which fiber optic telecommunication services are installed and ready for Customer use; also the date on which Customer billing begins.
   F. **Access Cost**: the cost to build new networked lines to Customer's service location.
   G. **Live and Ready for Use**: assigned fiber lines ready for transmitting and receiving electronic data flow.
   H. **Initial Term**: shall mean the minimum time period required for lease of fiber optic telecommunication services by the Customer.

3. **SCOPE OF SERVICES.**

   A. Customer agrees to lease from the Utility those services set forth in **Exhibit A – Service Pricing** (the "Services") at the following location(s): **1100 SW 6TH AVE, OCALA FL**.

   B. **Internet Services**. Flexible Bandwidth purchased for Internet usage will coincide with Internet Services commitment. Customer understands that Customer and Customer's Authorized Users may access the Internet through the Service. Customer agrees neither the Utility nor any of its affiliates operates or controls the Internet. City does not warrant in any manner the merchandise, information or services purchased or accessed by Customer from Third Parties. Customer assumes total responsibility and risk for use of the Service and the Internet by Customer and/or Customer's Authorized Users. Neither the City, its' agents, nor affiliates make any express or implied warranties, representations or endorsements whatsoever with regard to said use.

   C. Customer acknowledges that any access to the Service(s) under this Agreement is intended for the use of the Customer and its Authorized Users only. Customer and its Authorized Users shall not resell or share the Service(s) to any other party without having executed a separate Reseller Agreement with the Utility.

   D. Customer will follow the rules set forth in the Fair Use Policy attached hereto as **Exhibit B – Ocala Fiber Network Fair Use Policy.**

4. **EFFECTIVE DATE AND SERVICE DATE.** This Agreement is effective on the date executed by all parties as set forth below (the "Effective Date"). Customer's payment obligations shall not begin until the date that the fiber optic telecommunication services have been installed and the connection is live and ready for use by Customer (the "Service Date").

5. **INITIAL TERM/RENEWAL.** The Initial Term of this Agreement shall commence on the Effective Date and continue for a term of **TWENTY-FOUR MONTHS (24 Months)** after the Service Date. Thereafter, this Agreement shall automatically renew on a month-to-month basis until services are terminated by either the Customer or the Utility pursuant to this Agreement. At the conclusion of the initial term, the Utility has the right to modify rates by providing a **THIRTY DAY (30-Day)** written notice to Customer. At that time, Customer has the right to reject the new rate and cancel services by providing notice to Utility.

6. **COMPENSATION.** Beginning on the Service Date and continuing throughout the initial term of this Agreement, the Customer shall pay to the Utility those fees as set forth in the monthly rate schedule attached hereto as **Exhibit A – Service Pricing**. The total initial

service rate under this Agreement shall be **NINETY-NINE AND NO/100 DOLLARS PER MONTH ($99.00/Per Month)**, excluding any applicable fees or taxes.

7. **DEFAULT AND TERMINATION.**

   A. 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 such notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

   B. If Customer defaults or terminates this Agreement without cause prior to the expiration of the original term, the Customer will be required to pay all payments remaining under the original Agreement term.

   C. This Agreement will be invoiced monthly as part of Customer's City of Ocala utility bill and therefore subject to all related commitments of the utility bill and billing requirements of the City of Ocala Code of Ordinances. The Utility may suspend or terminate service in the event of nonpayment by the Customer.

   D. Either Party may terminate this agreement for convenience at any time after the Initial Term indicated in Paragraph 5 by providing a **THIRTY DAY (30-Day)** written notice to the other Party.

8. **USE OF CUSTOMER'S PREMISES.** If necessary, the Customer shall provide the Utility with adequate space within its buildings or facilities for the Utility equipment required to furnish the Services and will provide the necessary electrical power to operate the onsite equipment. In addition, Customer will provide the Utility with ingress and egress to the properties, access to the buildings and access to conduit entering the building for telecommunications services from the public right of way, if necessary, to the applicable equipment room for the Utility installation of its cable or wire.

   A. All costs associated with any building modifications or conduit installation on the premises will be borne by the Customer, unless there has been a prior agreement between the parties covering said costs. The Utility will install its wire or cable once the Customer has provided for access.

   B. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals, including easements, license and/or permits where applicable from the owner which will allow the Utility to locate, install and maintain its equipment, cable and wire on the premises and to remove its equipment, cable and wire in the

event of Customer's default of any of the provisions of this Agreement or at the termination of this Agreement.

C. The Utility will have the right to perform inspections and audits of its equipment and fibers for its own internal contract accounting purposes upon reasonable advance notice.

D. All equipment, cable, wire and fiber optic lines provided or installed by the Utility shall remain the property of the Utility. The Customer will provide and allow the Utility access to the premises for normal and emergency maintenance, and if it is necessary, to remove or replace any of the equipment, cable, wire and/or fiber optic lines.

9. **PUBLIC RECORDS.** The City of Ocala shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the City shall:

A. Keep and maintain public records required by the public agency to perform the services set forth herein.

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 Agreement term and following completion of the Agreement if the City does not transfer the records to the public agency.

D. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the City or keep and maintain public records required by the public agency to perform the services set forth herein. If the City transfers all public records to the public agency upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City 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 CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY OF OCALA'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.

10. **MISCELLANEOUS PROVISIONS.**

A. **Assignment.** This Agreement shall not be assigned by Customer without the prior written consent of the Utility. However, either party may assign this Agreement to any entity that acquires all, or substantially all, of that party's assets, or in the case of Utility, Utility's business that is the subject hereof.

B. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.

C. **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.

D. **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.

E. **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 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.

F. **Section Headings**. The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

G. **Rights of Third Parties**. Unless expressly stated herein to the contrary, 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.

H. **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.

I. **Entire Agreement.** This Agreement, including exhibits, (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.

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

K. **Electronic Signatures.** Customer, 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 containing a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

L. **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 mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

Ocala Fiber Network, Attn: Director
3001 NE 21st St
Ocala, FL 34470
Tele: 352-401-6900 | E-Mail: telecom@ocalafl.org

Robinson Glazing Solutions LLC
1100 SW 6th Ave
Ocala, FL 34471 Attn: Marc Robinson
Tele: 352-812-6494
E-Mail: marc@robinsonglazing.com

M. **Attorney Fees.** If any civil action, 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 or parties shall be entitled to recover reasonable attorneys' fees and court costs.

N. **Indemnity.** Customer shall indemnify, up to the limits set forth in Florida Statute, s.768.28 in force at the time the contract was entered into by the parties, City of Ocala and its elected officials, employees and volunteers against, and hold City of Ocala and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City of Ocala 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. Nothing in this contract is intended to waive the sovereign immunity protections provided to the parties pursuant to Florida law.

O. **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 or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

P. The City of Ocala Utility Services has adopted an Identity Theft Prevention Program as required under 16 C.F.R. Part 681 for certain covered accounts that may be accessed

in accordance with this agreement. Accordingly, The City of Ocala Utility Services will conduct its activities in accordance with reasonable policies and procedures to detect, prevent, and mitigate the risk of identity theft.

11. **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.
12. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire Agreement between the Utility and the Customer shall only include those documents listed in this section as Exhibits to this Agreement, as follows:

Exhibit A- Service Pricing
Exhibit B– Ocala Fiber Network Fair Use Policy

IN WITNESS WHEREOF, the parties have executed this Agreement on 12/3/21.

ROBINSON GLAZING SOLUTIONS, LLC

By: Marc Robinson
(Printed Name)

AMBR
(Title)

CITY OF OCALA

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.
City Attorney

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **24 MONTH TERM**

1100 SW 6TH AVE, OCALA FL

(Commercial Shared Internet - Silver)

Total Recurring Monthly Rate:

$ 99.00 (Taxes not included in cost. Taxes will be applied where applicable)

Equipment provided by the City of Ocala:

Fiber Termination Box; Fiber Jumper; SFP Optic; Media Converter

Equipment to be Returned to the City of Ocala Customer Service Office Upon Termination:

Fiber Jumper; SFP Optic; Media Converter (Items must be returned within 30 days of account termination)

EXHIBIT B- OCALA FIBER NETWORK (OFN) FAIR USE POLICY

What Is A Fair Use Policy (FUP)
A Fair Usage Policy - FUP, is intended to assure that all broadband customers enjoy the same experience and have access to a quick and reliable service at all times. OFN - Fair Use Policy is designed to make sure that your broadband service is a great value and is a dependable, reliable service whenever you use it.

WHY A FUP Is Needed
As an example, a small number of customers use Peer to Peer or file sharing software. This practice constantly sends and receives video and other very large files throughout the day consuming excessive bandwidth. This type of activity can significantly reduce the speed at which other customers can access the internet during peak hours. OFN will automatically identify the extremely heavy users and manage their bandwidth to protect the service for all our customers.

What Happens If A FUP Breach Happens
OFN will throttle back on their available internet bandwidth for a period of time.

Legal Considerations
OFN may only be used for lawful purposes in accordance with all laws, statutes and regulations in force within the United States. You may not use OFN to send, receive, store, distribute, transmit, post, upload or download any materials or data which:
• violates any Law;
• constitutes harassment;
• promotes or encourages illegal or socially unacceptable or irresponsible behavior;
• is in breach of any third-party rights (including any third-party intellectual property rights);
• has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
• damages or may damage our name and/or reputation

Do not violate anyone's systems or network security

You must not use the OFN's network to violate OFN security or any third party's system or network security by any method including:
• unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
• unauthorized monitoring of data or traffic on any network or system without the express written authorization of the owner of the system or network; or
• unauthorized interference with any user, host, system or network without the express written authorization of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate the OFN network security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):
• programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
• tools designed to compromise the security of other sites;
• programs or services designed to send or facilitate the sending of unsolicited advertisements; or
• programs or services designed to encourage or facilitate a breach of this FUP or any acceptable use policy of another internet services provider.

You must not connect the OFN service to unsecured machines or services able to be exploited by others to carry out actions which constitute a breach of this FUP.

You must not adapt, modify, decompile or reverse engineer any part of OFN's network. You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the OFN's network. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which violate this FUP once notified of such activity by OFN.

#211114

OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 19.0
CANCELS ORIGINAL SHEET NO. 19.0

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: SCOTT TROUGHTON

Mailing Address: 3020 NE 42nd Rd

City: Ocala State: FL Zip Code: 34470

Phone Number: (863) 529-6048 Alternate Phone Number: (863) 529-6048

Email Address: jwren84@gmail.com Fax Number: N/A

Ocala Electric Utility Customer Account Number: 506747-228047

2. RGS Facility Information

Facility Location: 3020 NE 42nd Rd, Ocala, FL 34470

Ocala Electric Utility Customer Account Number: 506747-228047

RGS Manufacturer: Hanwha and Enphase

Manufacturer's Address: _____

_____

Reference or Model Number: Q.PEAK DUO BLK-G6+ (340w) and IQ7

Serial Number: _____

(Continued on Sheet No.19.1)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

3. Facility Rating Information

Gross Power Rating: 9.53 ("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 PHOTOVOLTAIC

Anticipated In- Service Date: _____

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)

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: Scott Traughton Date: 11.17.21
(Print Name)

S. Traughton
(Signature)

American Integrity Insurance Company of Florida
5426 Bay Center Drive, Suite 600
Tampa, FL 33609
POLICY NUMBER: AGH0327625

HOMEOWNERS POLICY DECLARATIONS

POLICY FORM: HO3
IMPORTANT PHONE NUMBERS:
Your Agency: (800) 207-6187
Customer Service: (866) 968-8390
Claims Reporting: (866) 277-9871

☐ New Issue ☒ Renewal ☐ Change

Policy Effective Date: 08/17/2021
Policy Expiration Date: 08/17/2022
12:01 a.m. STANDARD TIME at the residence premises

INSURED NAME AND MAIL ADDRESS:
Scott Benjamin Troughton
3020 Ne 42nd Road
Ocala, FL 34470

YOUR AMERICAN INTEGRITY AGENCY IS:
DR Horton Insurance Agency, Inc.
8407 Fallbrook Ave Ste 200
West Hills, CA 91304-3250

Residence Premises covered by this policy is:
3020 NE 42nd RD, Ocala, FL 34470-3370
County: Marion

TOTAL ANNUAL POLICY PREMIUM:	**$605.72**
The Hurricane portion of the premium is:	$180.32
The non-Hurricane portion of the premium is:	$306.07

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	$198,000	$486.25
Coverage B – Other Structures	$9,900	Included
Coverage C – Personal Property	$138,600	Included
Coverage D – Loss of Use	$39,600	Included
Ordinance or Law: 25% of Coverage A	$49,500	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	**$3,960**
Sinkhole:	Not Included

SECTION II – LIABILITY COVERAGES		
Coverage E - Personal Liability	$300,000	Included
Coverage F - Medical Payments to Others	$5,000	Included

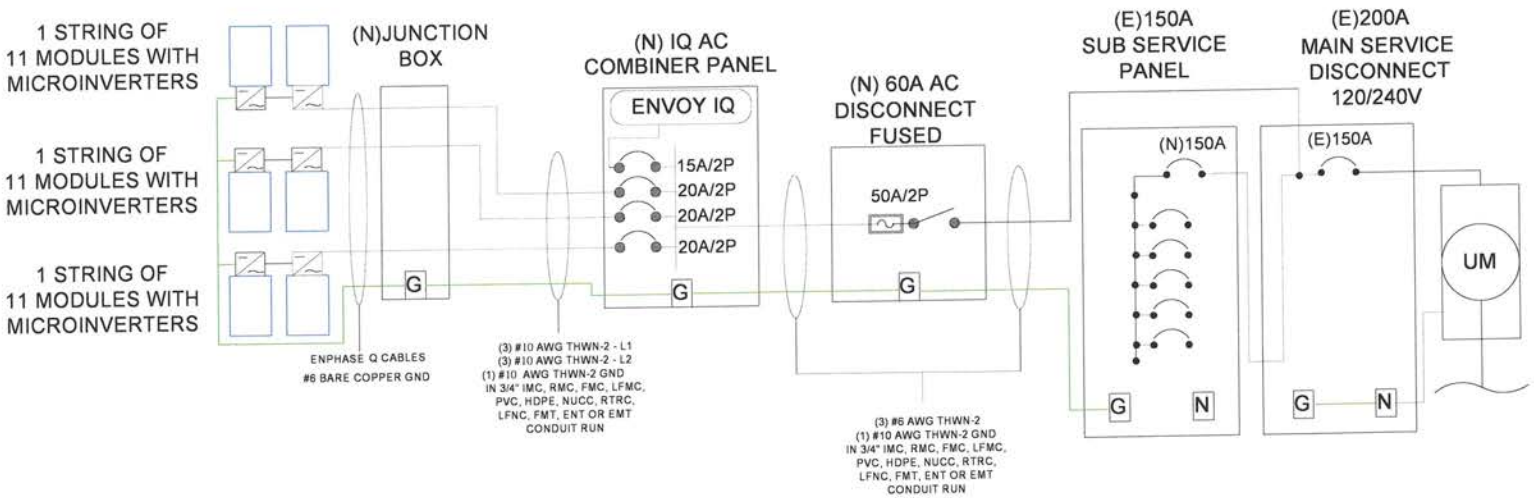
MODULE SPECIFICATION	
MODEL NO.	HANWHA Q.PEAK DUO BLK-G6+ (340W)
PEAK POWER	340W
RATED VOLTAGE (Vmpp)	33.94V
RATED CURRENT (Impp)	10.02A
OPEN CIRCUIT VOLTAGE (Voc)	40.66V
SHORT CIRCUIT CURRENT (Isc)	10.52A

INVERTER SPECIFICATIONS	
MANUFACTURER	ENPHASE
MODEL NO.	IQ7PLUS-72-2-US
MAX DC INPUT VOLTAGE	60 V
MAX OUTPUT POWER	290 VA
NOMINAL AC OUTPUT VOLTAGE	240 V
NOMINAL AC OUTPUT CURRENT	1.21 A

NOTE:
1. SUBJECT PV SYSTEMS HAS BEEN DESIGNED TO MEET THE REQUIREMENTS OF THE NEC 2017, NFPA 70 AND 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
2. PROVIDE TAP BOX IN COMPLIANCE WITH 312.8 IF PANEL GUTTER SPACE IS INADEQUATE

SOLAR ARRAY (11.22 KW-DC STC)

(33) HANWHA Q.PEAK DUO BLK-G6+ (340W) MODULES
(3) BRANCHES OF 11 MODULES



PER FL. STATUE 377.705 (REVISED 7/1/2017) I, MINDY NICOLE O'NEAL PE#69779, AN ENGINEER LICENSED PURSUANT TO CHAPTER 471, CERTIFY THAT THE PV ELECTRICAL SYSTEM AND ELECTRICAL COMPONENTS ARE DESIGNED AND APPROVED USING THE STANDARDS CONTAINED IN THE MOST RECENT VERSION OF THE FLORIDA BUILDING CODE.

Unicity Solar Energy
ADD : 612 FLORIDA AVENUE, PALM HARBOR, FL 34683, USA
CONTACT : 727 945 6060
LICENSE #EC13010036
#CBC1263094

LORD & LAWRENCE CONSULTING ENGINEERS
CONTACT: (561) 444 8192
5700 LAKE WORTH ROAD SUITE 211
GREENACRES, FL 33463, USA
FLORIDA REGISTRY# 33809

SCOTT TROUGHTON

3020 NE 42ND RD, OCALA, FL 34470, USA

REVISIONS	DESCRIPTION	DATE
REV ENGG		

PERMIT DEVELOPER	
DATE	10/21/2021
DESIGNER	OAN
REVIEWER	

SHEET NAME: SINGLE LINE DIAGRAM

SHEET NUMBER: E-01

1362

powered by Q.ANTUM DUO



Q.PEAK DUO BLK-G6+

330-345

ENDURING HIGH PERFORMANCE



Q.ANTUM TECHNOLOGY: LOW LEVELIZED COST OF ELECTRICITY

Higher yield per surface area, lower BOS costs, higher power classes, and an efficiency rate of up to 19.5%.

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™.

EXTREME WEATHER RATING

High-tech aluminum alloy frame, certified for high snow (5400 Pa) and wind loads (4000 Pa).

A RELIABLE INVESTMENT

Inclusive 25-year product warranty and 25-year linear performance warranty[2].

STATE OF THE ART MODULE TECHNOLOGY

Q.ANTUM DUO combines cutting edge cell separation and innovative wiring with Q.ANTUM Technology.

[1] APT test conditions according to IEC/TS 62804-1:2015, method B (-1500 V, 168 h)
[2] See data sheet on rear for further information.

THE IDEAL SOLUTION FOR:

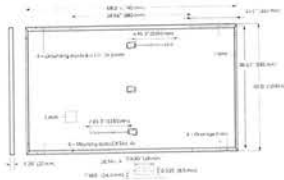
Rooftop arrays on residential buildings

Engineered in Germany

Q CELLS

MECHANICAL SPECIFICATION

Format	68.5 × 40.6 × 1.26 in (including frame) (1740 × 1030 × 32 mm)
Weight	41.2 lbs (18.7 kg)
Front Cover	0.13 in (3.2 mm) thermally pre-stressed glass with anti-reflection technology
Back Cover	Composite film
Frame	Black anodized aluminum
Cell	6 × 20 monocrystalline Q.ANTUM solar half cells
Junction Box	2.09-3.93 × 1.26-2.36 × 0.59-0.71 in (53-101 × 32-60 × 15-18 mm), Protection class IP67, with bypass diodes
Cable	4 mm² Solar cable; (+) ≥ 45.3 in (1150 mm), (-) ≥ 45.3 in (1150 mm)
Connector	Stäubli MC4; Hanwha Q CELLS HQC4; Amphenol UTX; Rosha 05-6; Tongling TL-Cable01S; JMTHY JI/601; IP68 or Friends PV2e; IP67

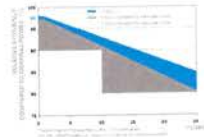


ELECTRICAL CHARACTERISTICS

POWER CLASS			330	335	340	345
MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC (POWER TOLERANCE +5 W / -0 W)						
Minimum	Power at MPP	P_{MPP} [W]	330	335	340	345
	Short Circuit Current	I_{SC} [A]	10.41	10.47	10.52	10.58
	Open Circuit Voltage	V_{OC} [V]	40.25	40.41	40.66	40.92
	Current at MPP	I_{MPP} [A]	9.91	9.97	10.02	10.07
	Voltage at MPP	V_{MPP} [V]	33.29	33.62	33.94	34.25
	Efficiency	η [%]	≥ 18.4	≥ 18.7	≥ 19.0	≥ 19.3
MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMOT						
Minimum	Power at MPP	P_{MPP} [W]	247.0	250.7	254.5	258.2
	Short Circuit Current	I_{SC} [A]	8.38	8.43	8.48	8.52
	Open Circuit Voltage	V_{OC} [V]	37.66	38.10	38.34	38.59
	Current at MPP	I_{MPP} [A]	7.80	7.84	7.90	7.93
	Voltage at MPP	V_{MPP} [V]	31.66	31.97	32.27	32.57

Measurement tolerances P_{MPP} ± 3%; I_{SC}; V_{OC} ± 5% at STC: 1000 W/m², 25 ± 2 °C, AM 1.5 according to IEC 60904-3 • 800 W/m², NMOT, spectrum AM 1.5

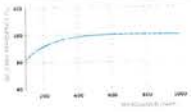
Q CELLS PERFORMANCE WARRANTY



At least 98% of nominal power during first year. Thereafter max. 0.54% degradation per year. At least 93.1% of nominal power up to 10 years. At least 85 % of nominal power up to 25 years.

All data within this data sheet is subject to correction. Full warranties in accordance with the warranty terms of the Q CELLS sales organization 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]	-0.36	Normal Module Operating Temperature	NMOT	[°F]	109 ± 5.4 (43 ± 3 °C)

PROPERTIES FOR SYSTEM DESIGN

Maximum System Voltage V_{SYS}	[V]	1000 (IEC) / 1000 (UL)	Safety Class	II
Maximum Series Fuse Rating	[A DC]	20	Fire Rating based on ANSI / UL 1703	C (IEC) / TYPE 2 (UL)
Max. Design Load, Push / Pull	[lbs/ft²]	75 (3600 Pa) / 55 (2667 Pa)	Permitted Module Temperature on Continuous Duty	-40 °F up to +185 °F (-40 °C up to +85 °C)
Max. Test Load, Push / Pull	[lbs/ft²]	113 (5400 Pa) / 84 (4000 Pa)		

See Installation Manual

QUALIFICATIONS AND CERTIFICATES

UL 1703; VDE Quality Tested; CE-compliant; IEC 61215:2016; IEC 61730:2016
Application Class II; UL Fire Rating: C (see note)

PACKAGING INFORMATION

Number of Modules per Pallet	32
Number of Pallets per 53' Trailer	28
Number of Pallets per 40' HC Container	24
Pallet Dimensions (L × W × H)	71.5 × 45.3 × 48.0 in (1815 × 1150 × 1220 mm)
Pallet Weight	1538 lbs (698 kg)

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

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Unicity Solar Energy
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CONTACT : 727 945 6060
LICENSE #EC13010036
#CBC1263094

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FLORIDA REGISTRY# 33809

SCOTT TROUGHTON

3020 NE 42ND RD, OCALA, FL 34470, USA

REVISIONS	REV	ENGG	DESCRIPTION	DATE

PERMIT DEVELOPER	
DATE	10/21/2021
DESIGNER	DAN
REVIEWER	

SHEET NAME: MODULE DATASHEET

SHEET NUMBER: DS-01

1363

Enphase Microinverters

Enphase IQ 7 and IQ 7+ Microinverters

The high-powered smart grid-ready Enphase IQ 7 Micro™ and Enphase IQ 7+ Micro™ dramatically simplify the installation process while achieving the highest system efficiency.

Part of the Enphase IQ System, the IQ 7 and IQ 7+ Microinverters integrate with the Enphase IQ Envoy™, Enphase IQ Battery™, and the Enphase Enlighten™ monitoring and analysis software.

IQ 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.



Easy to Install

- Lightweight and simple
- Faster installation with improved, lighter two-wire cabling
- Built-in rapid shutdown compliant (NEC 2014 & 2017)

Productive and Reliable

- Optimized for high powered 60-cell and 72-cell* 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)

* The IQ 7+ Micro is required to support 72-cell modules.

To learn more about Enphase offerings, visit **enphase.com**

ENPHASE

Enphase IQ 7 and IQ 7+ Microinverters

INPUT DATA (DC)	IQ7-60-2-US	IQ7PLUS-72-2-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	18 mA		18 mA	
Power factor setting	1.0		1.0	
Power factor (adjustable)	0.85 leading ... 0.85 lagging		0.85 leading ... 0.85 lagging	

EFFICIENCY	@240 V	@208 V	@240 V	@208 V
Peak 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	MC4 (or Amphenol H4 UTX with additional Q-DCC-5 adapter)
Dimensions (HxWxD)	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**

ENPHASE

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REVISIONS

REV	ENGG	DESCRIPTION	DATE

PERMIT DEVELOPER	
DATE	10/21/2021
DESIGNER	OAN
REVIEWER	

SHEET NAME
INVERTER DATASHEET

SHEET NUMBER
DS-02

1364

Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 17 day of NOVEMBER, 2021, by and between SCOTT TROUGHTON, (hereinafter called "**Customer**"), located at 3020 NE 42nd Rd in Ocala, FL 34470, 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: 3020 NE 42nd Rd, 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)

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)

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)

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)

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)

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)

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)

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)

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)

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility:

By: _____

Title: _____

Date: _____

Customer:

By: Scott Traughton
(Print Name)

S. Traughton
(Signature)

Date: 11.17.21

City of Ocala Electric Utility Account Number:

506747-228047

Approved as to form and legality:

_____
Robert W. Batsel, Jr.
Assistant City Attorney

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 17 day of NOVEMBER, 20 21, 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 SCOTT TROUGHTON, 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)

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)

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)

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)

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)

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility	**Florida Municipal Power Agency**
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Customer
By: Scott Troughton Date: 11.17.21
(Print Name)
S. Troughton
(Signature)

Customer's City of Ocala Electric Utility Account Number: 506747-228047

Approved as to form and legality:

_____
Robert W. Batsel, Jr.
Assistant City Attorney

(Continued on Sheet No. 20.6)

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.

CONTRACT#: OFN/ 211039

AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES

THIS AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (the "Utility" or "City"), by and through its fiber utility, Ocala Fiber Network ("OFN"), and **SIGNATURE BRANDS LLC**, a for-profit limited liability company organized and duly authorized to conduct business in the State of Florida (EIN#: **59-3359107**) ("Customer").

WHEREAS, the City owns and operates a telecommunications fiber optic network as part of its utility services offered in and around the City of Ocala; and

WHEREAS, the Customer desires to lease various fiber optic telecommunication services as noted in **Exhibit A-Service Pricing** from the Utility.

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

1. **RECITALS.** City and Customer hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings specified below:
   A. **Customer:** the end user of the supplied fiber optic service.
   B. **Authorized Users**: users authorized by the Customer to utilize the fiber optic connection.
   C. **Reseller**: a company who purchases fiber optic service to re-sell to a customer, other than the Customer referenced in this Agreement.
   D. **Effective Date**: the date that this Agreement has been fully executed by all parties.
   E. **Service Date**: the date on which fiber optic telecommunication services are installed and ready for Customer use; also the date on which Customer billing begins.
   F. **Access Cost**: the cost to build new networked lines to Customer's service location.
   G. **Live and Ready for Use**: assigned fiber lines ready for transmitting and receiving electronic data flow.
   H. **Initial Term**: shall mean the minimum time period required for lease of fiber optic telecommunication services by the Customer.

3. **SCOPE OF SERVICES.**

   A. Customer agrees to lease from the Utility those services set forth in **Exhibit A – Service Pricing** (the "Services") at the following location(s): **1805 NE 30TH AVE, BLDG 500, OCALA FL.**

   B. **Internet Services**. Flexible Bandwidth purchased for Internet usage will coincide with Internet Services commitment. Customer understands that Customer and Customer's Authorized Users may access the Internet through the Service. Customer agrees neither the Utility nor any of its affiliates operates or controls the Internet. City does not warrant in any manner the merchandise, information or services purchased or accessed by Customer from Third Parties. Customer assumes total responsibility and risk for use of the Service and the Internet by Customer and/or Customer's Authorized Users. Neither the City, its' agents, nor affiliates make any express or implied warranties, representations or endorsements whatsoever with regard to said use.

   C. Customer acknowledges that any access to the Service(s) under this Agreement is intended for the use of the Customer and its Authorized Users only. Customer and its Authorized Users shall not resell or share the Service(s) to any other party without having executed a separate Reseller Agreement with the Utility.

   D. Customer will follow the rules set forth in the Fair Use Policy attached hereto as **Exhibit B – Ocala Fiber Network Fair Use Policy.**

4. **EFFECTIVE DATE AND SERVICE DATE.** This Agreement is effective on the date executed by all parties as set forth below (the "Effective Date"). Customer's payment obligations shall not begin until the date that the fiber optic telecommunication services have been installed and the connection is live and ready for use by Customer (the "Service Date").

5. **INITIAL TERM/RENEWAL.** The Initial Term of this Agreement shall commence on the Effective Date and continue for a term of **TWELVE MONTHS (12 Months)** after the Service Date. Thereafter, this Agreement shall automatically renew on a month-to-month basis until services are terminated by either the Customer or the Utility pursuant to this Agreement. At the conclusion of the initial term, the Utility has the right to modify rates by providing a **THIRTY DAY (30-Day)** written notice to Customer. At that time, Customer has the right to reject the new rate and cancel services by providing notice to Utility.

6. **COMPENSATION.** Beginning on the Service Date and continuing throughout the initial term of this Agreement, the Customer shall pay to the Utility those fees as set forth in the monthly rate schedule attached hereto as **Exhibit A – Service Pricing**. The total initial

service rate under this Agreement shall be **NINE HUNDRED AND NO/100 DOLLARS PER MONTH ($900.00/Per Month)**, excluding any applicable fees or taxes.

7. **DEFAULT AND TERMINATION.**

   A. 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 such notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

   B. If Customer defaults or terminates this Agreement without cause prior to the expiration of the original term, the Customer will be required to pay all payments remaining under the original Agreement term.

   C. This Agreement will be invoiced monthly as part of Customer's City of Ocala utility bill and therefore subject to all related commitments of the utility bill and billing requirements of the City of Ocala Code of Ordinances. The Utility may suspend or terminate service in the event of nonpayment by the Customer.

   D. Either Party may terminate this agreement for convenience at any time after the Initial Term indicated in Paragraph 5 by providing a **THIRTY DAY (30-Day)** written notice to the other Party.

8. **USE OF CUSTOMER'S PREMISES.** If necessary, the Customer shall provide the Utility with adequate space within its buildings or facilities for the Utility equipment required to furnish the Services and will provide the necessary electrical power to operate the onsite equipment. In addition, Customer will provide the Utility with ingress and egress to the properties, access to the buildings and access to conduit entering the building for telecommunications services from the public right of way, if necessary, to the applicable equipment room for the Utility installation of its cable or wire.

   A. All costs associated with any building modifications or conduit installation on the premises will be borne by the Customer, unless there has been a prior agreement between the parties covering said costs. The Utility will install its wire or cable once the Customer has provided for access.

   B. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals, including easements, license and/or permits where applicable from the owner which will allow the Utility to locate, install and maintain its equipment, cable and wire on the premises and to remove its equipment, cable and wire in the

event of Customer's default of any of the provisions of this Agreement or at the termination of this Agreement.

C. The Utility will have the right to perform inspections and audits of its equipment and fibers for its own internal contract accounting purposes upon reasonable advance notice.

D. All equipment, cable, wire and fiber optic lines provided or installed by the Utility shall remain the property of the Utility. The Customer will provide and allow the Utility access to the premises for normal and emergency maintenance, and if it is necessary, to remove or replace any of the equipment, cable, wire and/or fiber optic lines.

9. **PUBLIC RECORDS.** The City of Ocala shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the City shall:

A. Keep and maintain public records required by the public agency to perform the services set forth herein.

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 Agreement term and following completion of the Agreement if the City does not transfer the records to the public agency.

D. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the City or keep and maintain public records required by the public agency to perform the services set forth herein. If the City transfers all public records to the public agency upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City 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 CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY OF OCALA'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.

10. **MISCELLANEOUS PROVISIONS.**

A. **Assignment.** This Agreement shall not be assigned by Customer without the prior written consent of the Utility. However, either party may assign this Agreement to any entity that acquires all, or substantially all, of that party's assets, or in the case of Utility, Utility's business that is the subject hereof.

B. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.

C. **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.

D. **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.

E. **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 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.

F. **Section Headings**. The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

G. **Rights of Third Parties**. Unless expressly stated herein to the contrary, 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.

H. **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.

I. **Entire Agreement.** This Agreement, including exhibits, (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.

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

K. **Electronic Signatures.** Customer, 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 containing a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

L. **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 mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

Ocala Fiber Network, Attn: Director
1805 NE 30th Avenue, Bldg 500
Ocala, FL 34470
Tele: 352-401-6900 | E-Mail: telecom@ocalafl.org

Signature Brands LLC
1930 SW 38TH Avenue
Ocala, FL 34474 Attn: John Kehoe
Tele: 352-209-8555
E-Mail: jkehoe@signaturebrands.com

M. **Attorney Fees.** If any civil action, 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 or parties shall be entitled to recover reasonable attorneys' fees and court costs.

N. **Indemnity.** Customer shall indemnify, up to the limits set forth in Florida Statute, s.768.28 in force at the time the contract was entered into by the parties, City of Ocala and its elected officials, employees and volunteers against, and hold City of Ocala and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City of Ocala 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. Nothing in this contract is intended to waive the sovereign immunity protections provided to the parties pursuant to Florida law.

O. **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 or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

P. The City of Ocala Utility Services has adopted an Identity Theft Prevention Program as required under 16 C.F.R. Part 681 for certain covered accounts that may be accessed

in accordance with this agreement. Accordingly, The City of Ocala Utility Services will conduct its activities in accordance with reasonable policies and procedures to detect, prevent, and mitigate the risk of identity theft.

11. **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.
12. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire Agreement between the Utility and the Customer shall only include those documents listed in this section as Exhibits to this Agreement, as follows:

    Exhibit A- Service Pricing
    Exhibit B– Ocala Fiber Network Fair Use Policy

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

SIGNATURE BRANDS LLC

_____

By: S. MACLEAN
(Printed Name)

CFO
(Title)

CITY OF OCALA

_____
Bill Kauffman
Assistant City Manager

Approved as to form and legality:

_____
Robert W. Batsel, Jr.
City Attorney

CONTRACT#: OFN/ 211039

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

12 MONTH TERM

Service Location:

1805 NE 30TH AVE, BLDG 500, OCALA

(Dedicated Internet Access – 200.0 Mb)

Total Recurring Monthly Rate:

$ 900.00 (Taxes not included in cost. Taxes will be applied where applicable)

Equipment provided by the City of Ocala:

Fiber Termination Box; fiber jumper; SFP optic; Mikrotik modem/router (or like)

Equipment to be Returned to the City of Ocala Customer Service Office Upon Termination:

Fiber jumper; SFP optic; Mikrotik modem/router (or like) (Items must be returned within 30 days of account termination)

EXHIBIT B- OCALA FIBER NETWORK (OFN) FAIR USE POLICY

What Is A Fair Use Policy (FUP)
A Fair Usage Policy - FUP, is intended to assure that all broadband customers enjoy the same experience and have access to a quick and reliable service at all times. OFN - Fair Use Policy is designed to make sure that your broadband service is a great value and is a dependable, reliable service whenever you use it.

WHY A FUP Is Needed
As an example, a small number of customers use Peer to Peer or file sharing software. This practice constantly sends and receives video and other very large files throughout the day consuming excessive bandwidth. This type of activity can significantly reduce the speed at which other customers can access the internet during peak hours. OFN will automatically identify the extremely heavy users and manage their bandwidth to protect the service for all our customers.

What Happens If A FUP Breach Happens
OFN will throttle back on their available internet bandwidth for a period of time.

Legal Considerations
OFN may only be used for lawful purposes in accordance with all laws, statutes and regulations in force within the United States. You may not use OFN to send, receive, store, distribute, transmit, post, upload or download any materials or data which:
• violates any Law;
• constitutes harassment;
• promotes or encourages illegal or socially unacceptable or irresponsible behavior;
• is in breach of any third-party rights (including any third-party intellectual property rights);
• has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
• damages or may damage our name and/or reputation

Do not violate anyone's systems or network security

You must not use the OFN's network to violate OFN security or any third party's system or network security by any method including:
• unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
• unauthorized monitoring of data or traffic on any network or system without the express written authorization of the owner of the system or network; or
• unauthorized interference with any user, host, system or network without the express written authorization of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate the OFN network security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):
• programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
• tools designed to compromise the security of other sites;
• programs or services designed to send or facilitate the sending of unsolicited advertisements; or
• programs or services designed to encourage or facilitate a breach of this FUP or any acceptable use policy of another internet services provider.

You must not connect the OFN service to unsecured machines or services able to be exploited by others to carry out actions which constitute a breach of this FUP.

You must not adapt, modify, decompile or reverse engineer any part of OFN's network. You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the OFN's network. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which violate this FUP once notified of such activity by OFN.

AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES

THIS AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (the "Utility" or "City"), by and through its fiber utility, Ocala Fiber Network ("OFN"), and **SON RISE AUTOMOTIVE, LLC**, a for-profit limited liability company organized and duly authorized to conduct business in the State of Florida (EIN#: 45-4126086) ("Customer").

WHEREAS, the City owns and operates a telecommunications fiber optic network as part of its utility services offered in and around the City of Ocala; and

WHEREAS, the Customer desires to lease various fiber optic telecommunication services as noted in **Exhibit A-Service Pricing** from the Utility.

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

1. **RECITALS.** City and Customer hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings specified below:
   A. **Customer:** the end user of the supplied fiber optic service.
   B. **Authorized Users**: users authorized by the Customer to utilize the fiber optic connection.
   C. **Reseller**: a company who purchases fiber optic service to re-sell to a customer, other than the Customer referenced in this Agreement.
   D. **Effective Date**: the date that this Agreement has been fully executed by all parties.
   E. **Service Date**: the date on which fiber optic telecommunication services are installed and ready for Customer use; also the date on which Customer billing begins.
   F. **Access Cost**: the cost to build new networked lines to Customer's service location.
   G. **Live and Ready for Use**: assigned fiber lines ready for transmitting and receiving electronic data flow.
   H. **Initial Term**: shall mean the minimum time period required for lease of fiber optic telecommunication services by the Customer.

3. **SCOPE OF SERVICES.**

   A. Customer agrees to lease from the Utility those services set forth in **Exhibit A – Service Pricing** (the "Services") at the following location(s): **1800 NW 10TH ST, STE 100, OCALA FL**.

   B. **Internet Services**. Flexible Bandwidth purchased for Internet usage will coincide with Internet Services commitment. Customer understands that Customer and Customer's Authorized Users may access the Internet through the Service. Customer agrees neither the Utility nor any of its affiliates operates or controls the Internet. City does not warrant in any manner the merchandise, information or services purchased or accessed by Customer from Third Parties. Customer assumes total responsibility and risk for use of the Service and the Internet by Customer and/or Customer's Authorized Users. Neither the City, its' agents, nor affiliates make any express or implied warranties, representations or endorsements whatsoever with regard to said use.

   C. Customer acknowledges that any access to the Service(s) under this Agreement is intended for the use of the Customer and its Authorized Users only. Customer and its Authorized Users shall not resell or share the Service(s) to any other party without having executed a separate Reseller Agreement with the Utility.

   D. Customer will follow the rules set forth in the Fair Use Policy attached hereto as **Exhibit B – Ocala Fiber Network Fair Use Policy.**

4. **EFFECTIVE DATE AND SERVICE DATE.** This Agreement is effective on the date executed by all parties as set forth below (the "Effective Date"). Customer's payment obligations shall not begin until the date that the fiber optic telecommunication services have been installed and the connection is live and ready for use by Customer (the "Service Date").

5. **INITIAL TERM/RENEWAL.** The Initial Term of this Agreement shall commence on the Effective Date and continue for a term of **TWENTY-FOUR MONTHS (24 Months)** after the Service Date. Thereafter, this Agreement shall automatically renew on a month-to-month basis until services are terminated by either the Customer or the Utility pursuant to this Agreement. At the conclusion of the initial term, the Utility has the right to modify rates by providing a **THIRTY DAY (30-Day)** written notice to Customer. At that time, Customer has the right to reject the new rate and cancel services by providing notice to Utility.

6. **COMPENSATION.** Beginning on the Service Date and continuing throughout the initial term of this Agreement, the Customer shall pay to the Utility those fees as set forth in the

monthly rate schedule attached hereto as **Exhibit A – Service Pricing**. The total initial service rate under this Agreement shall be **ONE HUNDRED THIRTY-NINE AND NO/100 DOLLARS PER MONTH ($139.00/Per Month)**, excluding any applicable fees or taxes.

7. **DEFAULT AND TERMINATION.**

   A. 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 such notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

   B. If Customer defaults or terminates this Agreement without cause prior to the expiration of the original term, the Customer will be required to pay all payments remaining under the original Agreement term.

   C. This Agreement will be invoiced monthly as part of Customer's City of Ocala utility bill and therefore subject to all related commitments of the utility bill and billing requirements of the City of Ocala Code of Ordinances. The Utility may suspend or terminate service in the event of nonpayment by the Customer.

   D. Either Party may terminate this agreement for convenience at any time after the Initial Term indicated in Paragraph 5 by providing a **THIRTY DAY (30-Day)** written notice to the other Party.

8. **USE OF CUSTOMER'S PREMISES.** If necessary, the Customer shall provide the Utility with adequate space within its buildings or facilities for the Utility equipment required to furnish the Services and will provide the necessary electrical power to operate the onsite equipment. In addition, Customer will provide the Utility with ingress and egress to the properties, access to the buildings and access to conduit entering the building for telecommunications services from the public right of way, if necessary, to the applicable equipment room for the Utility installation of its cable or wire.

   A. All costs associated with any building modifications or conduit installation on the premises will be borne by the Customer, unless there has been a prior agreement between the parties covering said costs. The Utility will install its wire or cable once the Customer has provided for access.

   B. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals, including easements, license and/or permits where applicable from the owner which will allow the Utility to locate, install and maintain its equipment,

cable and wire on the premises and to remove its equipment, cable and wire in the event of Customer's default of any of the provisions of this Agreement or at the termination of this Agreement.

C. The Utility will have the right to perform inspections and audits of its equipment and fibers for its own internal contract accounting purposes upon reasonable advance notice.

D. All equipment, cable, wire and fiber optic lines provided or installed by the Utility shall remain the property of the Utility. The Customer will provide and allow the Utility access to the premises for normal and emergency maintenance, and if it is necessary, to remove or replace any of the equipment, cable, wire and/or fiber optic lines.

9. **PUBLIC RECORDS.** The City of Ocala shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the City shall:

A. Keep and maintain public records required by the public agency to perform the services set forth herein.

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 Agreement term and following completion of the Agreement if the City does not transfer the records to the public agency.

D. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the City or keep and maintain public records required by the public agency to perform the services set forth herein. If the City transfers all public records to the public agency upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City 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 CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY OF OCALA'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.

10. **MISCELLANEOUS PROVISIONS.**

A. **Assignment.** This Agreement shall not be assigned by Customer without the prior written consent of the Utility. However, either party may assign this Agreement to any entity that acquires all, or substantially all, of that party's assets, or in the case of Utility, Utility's business that is the subject hereof.

B. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.

C. **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.

D. **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.

E. **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 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.

F. **Section Headings**. The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

G. **Rights of Third Parties**. Unless expressly stated herein to the contrary, 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.

H. **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.

I. **Entire Agreement.** This Agreement, including exhibits, (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.

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

K. **Electronic Signatures.** Customer, 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 containing a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

L. **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 mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

Ocala Fiber Network, Attn: Director
3001 NE 21st St
Ocala, FL 34470
Tele: 352-401-6900 | E-Mail: telecom@ocalafl.org

Son Rise Automotive, LLC
1800 NW 10th St, Ste 100
Ocala, FL 34475 Attn: Matthew Gibbs
Tele: 352-690-1993
E-Mail: sonriseautollc@aol.com

M. **Attorney Fees.** If any civil action, 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 or parties shall be entitled to recover reasonable attorneys' fees and court costs.

N. **Indemnity.** Customer shall indemnify, up to the limits set forth in Florida Statute, s.768.28 in force at the time the contract was entered into by the parties, City of Ocala and its elected officials, employees and volunteers against, and hold City of Ocala and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City of Ocala 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. Nothing in this contract is intended to waive the sovereign immunity protections provided to the parties pursuant to Florida law.

O. **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 or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

P. The City of Ocala Utility Services has adopted an Identity Theft Prevention Program as required under 16 C.F.R. Part 681 for certain covered accounts that may be accessed

in accordance with this agreement. Accordingly, The City of Ocala Utility Services will conduct its activities in accordance with reasonable policies and procedures to detect, prevent, and mitigate the risk of identity theft.

11. **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.
12. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire Agreement between the Utility and the Customer shall only include those documents listed in this section as Exhibits to this Agreement, as follows:

    Exhibit A- Service Pricing

    Exhibit B– Ocala Fiber Network Fair Use Policy

IN WITNESS WHEREOF, the parties have executed this Agreement on 12/07/2021.

SON RISE AUTOMOTIVE, LLC

By: Matthew Gibbs
(Printed Name)

Manager
(Title)

CITY OF OCALA

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.
City Attorney

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **24 MONTH TERM**

1800 NW 10TH ST, STE 100, OCALA FL

(Commercial Shared Internet - Gold)

Total Recurring Monthly Rate:

$ 139.00 (Taxes not included in cost. Taxes will be applied where applicable)

Equipment provided by the City of Ocala:

Fiber Termination Box; Fiber Jumper; SFP Optic; Media Converter

Equipment to be Returned to the City of Ocala Customer Service Office Upon Termination:

Fiber Jumper; SFP Optic; Media Converter (Items must be returned within 30 days of account termination)

EXHIBIT B- OCALA FIBER NETWORK (OFN) FAIR USE POLICY

What Is A Fair Use Policy (FUP)
A Fair Usage Policy - FUP, is intended to assure that all broadband customers enjoy the same experience and have access to a quick and reliable service at all times. OFN - Fair Use Policy is designed to make sure that your broadband service is a great value and is a dependable, reliable service whenever you use it.

WHY A FUP Is Needed
As an example, a small number of customers use Peer to Peer or file sharing software. This practice constantly sends and receives video and other very large files throughout the day consuming excessive bandwidth. This type of activity can significantly reduce the speed at which other customers can access the internet during peak hours. OFN will automatically identify the extremely heavy users and manage their bandwidth to protect the service for all our customers.

What Happens If A FUP Breach Happens
OFN will throttle back on their available internet bandwidth for a period of time.

Legal Considerations
OFN may only be used for lawful purposes in accordance with all laws, statutes and regulations in force within the United States. You may not use OFN to send, receive, store, distribute, transmit, post, upload or download any materials or data which:
• violates any Law;
• constitutes harassment;
• promotes or encourages illegal or socially unacceptable or irresponsible behavior;
• is in breach of any third-party rights (including any third-party intellectual property rights);
• has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
• damages or may damage our name and/or reputation

Do not violate anyone's systems or network security

You must not use the OFN's network to violate OFN security or any third party's system or network security by any method including:
• unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
• unauthorized monitoring of data or traffic on any network or system without the express written authorization of the owner of the system or network; or
• unauthorized interference with any user, host, system or network without the express written authorization of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate the OFN network security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):
• programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
• tools designed to compromise the security of other sites;
• programs or services designed to send or facilitate the sending of unsolicited advertisements; or
• programs or services designed to encourage or facilitate a breach of this FUP or any acceptable use policy of another internet services provider.

You must not connect the OFN service to unsecured machines or services able to be exploited by others to carry out actions which constitute a breach of this FUP.

You must not adapt, modify, decompile or reverse engineer any part of OFN's network. You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the OFN's network. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which violate this FUP once notified of such activity by OFN.

SPONSORSHIP AGREEMENT

1. Sponsorship prices. Sponsor agrees to purchase from Bookhouse Group, Inc. (Publisher), a Georgia corporation, the following advertisement in *OCALA—The Art of Community* at the rates herein: Four-pages $10,600; three-pages $8,600; two-pages $6,600; one-page $4,000. Payment includes writing, design and Sponsor-provided photography. **Custom photography** is available at the rate of $150 per assignment (one assignment is one photograph in the book). Sponsor is entitled to 12 months usage and reproduction rights (other than resale) of Sponsor-reviewed photos from the date of delivery of images. Images can only be used for Sponsor publications and Web site usage.

2. Payment terms. (A) Payment-in-full or **(B)** 50% deposit and 50% upon receipt of initial text or photography (if provided by Bookhouse). Payments, plus extra charges (see Paragraph 4), are due upon invoice. Failure to pay accordingly can result in exclusion from the book and forfeiture of paid funds. There is no discount for Sponsor-provided photography or text.

3. Photos, text, design standards, and Sponsor Summaries. Photos: Four-page Sponsors are authorized up to 7 photos; Three-page Sponsors, up to 5 photos; Two-page Sponsors, up to 3 photos; One-page Sponsors, 1 photo. Sponsor will assign a representative to accompany the photographer or accepts photography as executed. **Text:** Four-page Sponsors are authorized up to 600 words; Three-page Sponsors, up to 475 words; Two-page Sponsors, up to 400 words; One-page Sponsors up to 225 words. **Design Standards:** All Sponsors follow a consistent design format. Changes can usually be made as regards photo size and placement, but Sponsor agrees to accept the design format elements (including, but not limited to, font treatment, lines and rules, text placement, headline type treatment, background colors, etc.) as presented. **Sponsor Logos:** Logos are not permitted within Sponsor stories. **Sponsor Summaries:** Sponsor Summaries (sponsor contact index) are provided courtesy of the Publisher, though Sponsor may be asked to review Sponsor Summary material before publication.

4. Revisions, extra charges, and errors. Text: No extra charges for first set of text revisions or minor word changes in manuscript phase, and no charge for Publisher errors. Successive rewrites are $100 per Sponsor page. Minor changes in the design phase are $75; more extensive changes are $150. **Photography:** No extra charge for re-shoots if errors are technical in scope. One subject is photographed per authorized photo. Otherwise, additional photography or re-shoots are $350 for first four hours, and then $100 per hour up to 8 hours. Cancellations, or no-shows by Sponsor, are $300 unless 5 days written or emailed notice is provided. Distance from Sponsor Headquarters: There is a $200 charge, plus 40 cents per mile after the first 100 miles, for photo assignment more than 100 miles from Sponsor's local headquarters. **Design:** Design changes, other than first set, are $150. Retouching is $150 per hour. Publisher maintains final editorial and design control. **Printing:** If doable, changes at the printer are $300, plus vendor charges. Errors: Unless revision requests have been previously documented in writing, via email or overnight delivery service, at least 10 days prior to going to press, Publisher is not liable for inclusion of such errors in the book. Reimbursement for published documented errors is 3 books for each page of advertisement. Errors must be reported to Publisher within 30 calendar days of receipt of books.

5. Deadlines. Failure to comment on submitted materials within 10 calendar days is acknowledgment that such material meets with Sponsor approval. After entering design phase, Sponsor delays that Publisher determine threaten publication deadline may result in exclusion of Sponsor, forfeiture of any funds paid to date, and/or responsibility for paying for services rendered, regardless of whether advertisement appears in the book.

6. Cancellation and Sponsor fee obligations. Sponsor is liable for 50% of fee if initial writing has been submitted OR initial photography has been completed; 70% of the fee if initial writing has been submitted AND initial photography has been completed. After entering design, Sponsor is liable for the full amount of the fee.

7. Complete agreement. This represents the complete understanding of Sponsor and Publisher. Any changes must be in writing and signed by both parties. The terms and conditions of this agreement are governed by, and shall be adjudicated in, according to the laws of the State of Georgia.

Number of Sponsor Pages Purchased 8 **Number of Photo Assignments Purchased** 0

Price for Advertisement $ 10,600 **Photo Assignments $** 0 **Total $** 10,600

Company City of Ocala

Name Sandra Wilson **Title** City Manager **Date** 11/15/2021

Signature _____

Approved as to form and legality:

_____
Robert W. Batsel, Jr.
City Attorney



CC#: _____ Exp: _____ cvv # _____

CONTRACT#: OFN/

AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES

THIS AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (the "Utility" or "City"), by and through its fiber utility, Ocala Fiber Network ("OFN"), and **SUGARCOAT LLC**, a for-profit limited liability company organized and duly authorized to conduct business in the State of Florida (EIN#: 83-0919401) ("Customer").

WHEREAS, the City owns and operates a telecommunications fiber optic network as part of its utility services offered in and around the City of Ocala; and

WHEREAS, the Customer desires to lease various fiber optic telecommunication services as noted in **Exhibit A-Service Pricing** from the Utility.

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

1. **RECITALS.** City and Customer hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings specified below:
   A. **Customer:** the end user of the supplied fiber optic service.
   B. **Authorized Users**: users authorized by the Customer to utilize the fiber optic connection.
   C. **Reseller**: a company who purchases fiber optic service to re-sell to a customer, other than the Customer referenced in this Agreement.
   D. **Effective Date**: the date that this Agreement has been fully executed by all parties.
   E. **Service Date**: the date on which fiber optic telecommunication services are installed and ready for Customer use; also the date on which Customer billing begins.
   F. **Access Cost**: the cost to build new networked lines to Customer's service location.
   G. **Live and Ready for Use**: assigned fiber lines ready for transmitting and receiving electronic data flow.
   H. **Initial Term**: shall mean the minimum time period required for lease of fiber optic telecommunication services by the Customer.

3. **SCOPE OF SERVICES.**

   A. Customer agrees to lease from the Utility those services set forth in **Exhibit A – Service Pricing** (the "Services") at the following location(s): **302 SE BROADWAY ST, UNIT 120, OCALA FL**.

   B. **Internet Services**. Flexible Bandwidth purchased for Internet usage will coincide with Internet Services commitment. Customer understands that Customer and Customer's Authorized Users may access the Internet through the Service. Customer agrees neither the Utility nor any of its affiliates operates or controls the Internet. City does not warrant in any manner the merchandise, information or services purchased or accessed by Customer from Third Parties. Customer assumes total responsibility and risk for use of the Service and the Internet by Customer and/or Customer's Authorized Users. Neither the City, its' agents, nor affiliates make any express or implied warranties, representations or endorsements whatsoever with regard to said use.

   C. Customer acknowledges that any access to the Service(s) under this Agreement is intended for the use of the Customer and its Authorized Users only. Customer and its Authorized Users shall not resell or share the Service(s) to any other party without having executed a separate Reseller Agreement with the Utility.

   D. Customer will follow the rules set forth in the Fair Use Policy attached hereto as **Exhibit B – Ocala Fiber Network Fair Use Policy.**

4. **EFFECTIVE DATE AND SERVICE DATE.** This Agreement is effective on the date executed by all parties as set forth below (the "Effective Date"). Customer's payment obligations shall not begin until the date that the fiber optic telecommunication services have been installed and the connection is live and ready for use by Customer (the "Service Date").

5. **INITIAL TERM/RENEWAL.** The Initial Term of this Agreement shall commence on the Effective Date and continue for a term of **TWENTY-FOUR MONTHS (24 Months)** after the Service Date. Thereafter, this Agreement shall automatically renew on a month-to-month basis until services are terminated by either the Customer or the Utility pursuant to this Agreement. At the conclusion of the initial term, the Utility has the right to modify rates by providing a **THIRTY DAY (30-Day)** written notice to Customer. At that time, Customer has the right to reject the new rate and cancel services by providing notice to Utility.

6. **COMPENSATION.** Beginning on the Service Date and continuing throughout the initial term of this Agreement, the Customer shall pay to the Utility those fees as set forth in the

monthly rate schedule attached hereto as **Exhibit A – Service Pricing**. The total initial service rate under this Agreement shall be **NINETY-NINE AND NO/100 DOLLARS PER MONTH ($99.00/Per Month)**, excluding any applicable fees or taxes.

7. **DEFAULT AND TERMINATION.**

   A. 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 such notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

   B. If Customer defaults or terminates this Agreement without cause prior to the expiration of the original term, the Customer will be required to pay all payments remaining under the original Agreement term.

   C. This Agreement will be invoiced monthly as part of Customer's City of Ocala utility bill and therefore subject to all related commitments of the utility bill and billing requirements of the City of Ocala Code of Ordinances. The Utility may suspend or terminate service, pursuant to Paragraph 9, below, in the event of nonpayment by the Customer.

   D. The Customer may terminate this Agreement pursuant to Paragraph 9 below in the event that City fails to provide fiber optic telecommunications services as set forth herein.

   E. Either Party may terminate this agreement for convenience at any time after the Initial Term indicated in Paragraph 5 by providing a **THIRTY DAY (30-Day)** written notice to the other Party.

8. **USE OF CUSTOMER'S PREMISES.** If necessary, the Customer shall provide the Utility with adequate space within its buildings or facilities for the Utility equipment required to furnish the Services and will provide the necessary electrical power to operate the onsite equipment. In addition, Customer will provide the Utility with ingress and egress to the properties, access to the buildings and access to conduit entering the building for telecommunications services from the public right of way, if necessary, to the applicable equipment room for the Utility installation of its cable or wire.

   A. All costs associated with any building modifications or conduit installation on the premises will be borne by the Customer, unless there has been a prior agreement

between the parties covering said costs. The Utility will install its wire or cable once the Customer has provided for access.

B. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals, including easements, license and/or permits where applicable from the owner which will allow the Utility to locate, install and maintain its equipment, cable and wire on the premises and to remove its equipment, cable and wire in the event of Customer's default of any of the provisions of this Agreement or at the termination of this Agreement.

C. The Utility will have the right to perform inspections and audits of its equipment and fibers for its own internal contract accounting purposes upon reasonable advance notice.

D. All equipment, cable, wire and fiber optic lines provided or installed by the Utility shall remain the property of the Utility. The Customer will provide and allow the Utility access to the premises for normal and emergency maintenance, and if it is necessary, to remove or replace any of the equipment, cable, wire and/or fiber optic lines.

9. **PUBLIC RECORDS.** The City of Ocala shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the City shall:

A. Keep and maintain public records required by the public agency to perform the services set forth herein.

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 Agreement term and following completion of the Agreement if the City does not transfer the records to the public agency.

D. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the City or keep and maintain public records required by the public agency to perform the services set forth herein. If the City transfers all public records to the public agency upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City 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 CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY OF OCALA'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.

10. **MISCELLANEOUS PROVISIONS.**

A. **Assignment.** This Agreement shall not be assigned by Customer without the prior written consent of the Utility. However, either party may assign this Agreement to any entity that acquires all, or substantially all, of that party's assets, or in the case of Utility, Utility's business that is the subject hereof.

B. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.

C. **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.

D. **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.

E. **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 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.

F. **Section Headings**. The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

G. **Rights of Third Parties**. Unless expressly stated herein to the contrary, 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.

H. **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.

I. **Entire Agreement.** This Agreement, including exhibits, (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.

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

K. **Electronic Signatures.** Customer, 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 containing a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

L. **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 mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

Ocala Fiber Network, Attn: Director
1805 NE 30th Avenue, Bldg 500

Ocala, FL 34470
Tele: 352-401-6900 |E-Mail: telcom@ocalafl.org

Sugarcoat LLC
302 SE Broadway St, Unit 120
Ocala, FL 34471 Attn: Ashley Coller
Tele: 352-497-3000
E-Mail: ashley.coller@yahoo.com

M. **Attorney Fees.** If any civil action, 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 or parties shall be entitled to recover reasonable attorneys' fees and court costs.

N. **Indemnity.** Customer shall indemnify, up to the limits set forth in Florida Statute, s.768.28 in force at the time the contract was entered into by the parties, City of Ocala and its elected officials, employees and volunteers against, and hold City of Ocala and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City of Ocala 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. Nothing in this contract is intended to waive the sovereign immunity protections provided to the parties pursuant to Florida law.

O. **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 or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

P. The City of Ocala Utility Services has adopted an Identity Theft Prevention Program as required under 16 C.F.R. Part 681 for certain covered accounts that may be accessed in accordance with this agreement. Accordingly, The City of Ocala Utility Services will conduct its activities in accordance with reasonable policies and procedures to detect, prevent, and mitigate the risk of identity theft.

11. **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.
12. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire Agreement between the Utility and the Customer shall only include those documents listed in this section as Exhibits to this Agreement, as follows:

Exhibit A- Service Pricing

Exhibit B– Ocala Fiber Network Fair Use Policy

IN WITNESS WHEREOF, the parties have executed this Agreement on 12/06/2021.

SUGARCOAT LLC

_____

By: Ashley Coller
(Printed Name)

Owner
(Title)

CITY OF OCALA

_____

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

_____

Robert W. Batsel, Jr.
City Attorney

CONTRACT#: OFN/211119

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: **24 MONTH TERM**

302 SE BROADWAY ST, UNIT 120, OCALA FL

(Commercial Shared Internet - Silver)

Total Recurring Monthly Rate:

$ 99.00 (Taxes not included in cost. Taxes will be applied where applicable)

Equipment provided by the City of Ocala:

Fiber Termination Box; fiber jumper; SFP optic; router/modem (or like)

Equipment to be Returned to the City of Ocala Customer Service Office Upon Termination:

Fiber jumper; SFP optic; router/modem (or like) (Items must be returned within 30 days of account termination)

EXHIBIT B- OCALA FIBER NETWORK (OFN) FAIR USE POLICY

What Is A Fair Use Policy (FUP)
A Fair Usage Policy - FUP, is intended to assure that all broadband customers enjoy the same experience and have access to a quick and reliable service at all times. OFN - Fair Use Policy is designed to make sure that your broadband service is a great value and is a dependable, reliable service whenever you use it.

WHY A FUP Is Needed
As an example, a small number of customers use Peer to Peer or file sharing software. This practice constantly sends and receives video and other very large files throughout the day consuming excessive bandwidth. This type of activity can significantly reduce the speed at which other customers can access the internet during peak hours. OFN will automatically identify the extremely heavy users and manage their bandwidth to protect the service for all our customers.

What Happens If A FUP Breach Happens
OFN will throttle back on their available internet bandwidth for a period of time.

Legal Considerations
OFN may only be used for lawful purposes in accordance with all laws, statutes and regulations in force within the United States. You may not use OFN to send, receive, store, distribute, transmit, post, upload or download any materials or data which:
• violates any Law;
• constitutes harassment;
• promotes or encourages illegal or socially unacceptable or irresponsible behavior;
• is in breach of any third-party rights (including any third-party intellectual property rights);
• has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
• damages or may damage our name and/or reputation

Do not violate anyone's systems or network security

You must not use the OFN's network to violate OFN security or any third party's system or network security by any method including:
• unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
• unauthorized monitoring of data or traffic on any network or system without the express written authorization of the owner of the system or network; or
• unauthorized interference with any user, host, system or network without the express written authorization of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate the OFN network security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):
• programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
• tools designed to compromise the security of other sites;
• programs or services designed to send or facilitate the sending of unsolicited advertisements; or
• programs or services designed to encourage or facilitate a breach of this FUP or any acceptable use policy of another internet services provider.

You must not connect the OFN service to unsecured machines or services able to be exploited by others to carry out actions which constitute a breach of this FUP.

You must not adapt, modify, decompile or reverse engineer any part of OFN's network. You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the OFN's network. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which violate this FUP once notified of such activity by OFN.

OCALA FIBER NETWORK

CONTRACT#: OFN/211162

AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES

THIS AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (the "Utility" or "City"), by and through its fiber utility, Ocala Fiber Network ("OFN"), and **THE BRIGGS LAW FIRM, P.A.**, a for-profit company organized and duly authorized to conduct business in the State of Florida (EIN#: 59-3628154) ("Customer").

WHEREAS, the City owns and operates a telecommunications fiber optic network as part of its utility services offered in and around the City of Ocala; and

WHEREAS, the Customer desires to lease various fiber optic telecommunication services as noted in **Exhibit A-Service Pricing** from the Utility.

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

1. **RECITALS.** City and Customer hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings specified below:

   A. **Customer:** the end user of the supplied fiber optic service.
   B. **Authorized Users**: users authorized by the Customer to utilize the fiber optic connection.
   C. **Reseller**: a company who purchases fiber optic service to re-sell to a customer, other than the Customer referenced in this Agreement.
   D. **Effective Date**: the date that this Agreement has been fully executed by all parties.
   E. **Service Date**: the date on which fiber optic telecommunication services are installed and ready for Customer use; also the date on which Customer billing begins.
   F. **Access Cost**: the cost to build new networked lines to Customer's service location.
   G. **Live and Ready for Use**: assigned fiber lines ready for transmitting and receiving electronic data flow.
   H. **Initial Term**: shall mean the minimum time period required for lease of fiber optic telecommunication services by the Customer.

3. **SCOPE OF SERVICES.**

   A. Customer agrees to lease from the Utility those services set forth in **Exhibit A – Service Pricing** (the "Services") at the following location(s): **310 SE 8TH ST, OCALA, FL**.

   B. **Internet Services**. Flexible Bandwidth purchased for Internet usage will coincide with Internet Services commitment. Customer understands that Customer and Customer's Authorized Users may access the Internet through the Service. Customer agrees neither the Utility nor any of its affiliates operates or controls the Internet. City does not warrant in any manner the merchandise, information or services purchased or accessed by Customer from Third Parties. Customer assumes total responsibility and risk for use of the Service and the Internet by Customer and/or Customer's Authorized Users. Neither the City, its' agents, nor affiliates make any express or implied warranties, representations or endorsements whatsoever with regard to said use.

   C. Customer acknowledges that any access to the Service(s) under this Agreement is intended for the use of the Customer and its Authorized Users only. Customer and its Authorized Users shall not resell or share the Service(s) to any other party without having executed a separate Reseller Agreement with the Utility.

   D. Customer will follow the rules set forth in the Fair Use Policy attached hereto as **Exhibit B – Ocala Fiber Network Fair Use Policy.**

4. **EFFECTIVE DATE AND SERVICE DATE.** This Agreement is effective on the date executed by all parties as set forth below (the "Effective Date"). Customer's payment obligations shall not begin until the date that the fiber optic telecommunication services have been installed and the connection is live and ready for use by Customer (the "Service Date").

5. **INITIAL TERM/RENEWAL.** The Initial Term of this Agreement shall commence on the Effective Date and continue for a term of **TWELVE MONTHS (24 Months)** after the Service Date. Thereafter, this Agreement shall automatically renew on a month-to-month basis until services are terminated by either the Customer or the Utility pursuant to this Agreement. At the conclusion of the initial term, the Utility has the right to modify rates by providing a **THIRTY DAY (30-Day)** written notice to Customer. At that time, Customer has the right to reject the new rate and cancel services by providing notice to Utility.

6. **COMPENSATION.** Beginning on the Service Date and continuing throughout the initial term of this Agreement, the Customer shall pay to the Utility those fees as set forth in the monthly rate schedule attached hereto as **Exhibit A – Service Pricing**. The total initial

service rate under this Agreement shall be **NINETY-NINE AND NO/100 DOLLARS PER MONTH ($99.00/Per Month)**, excluding any applicable fees or taxes.

7. **DEFAULT AND TERMINATION.**

   A. 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 such notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

   B. If Customer defaults or terminates this Agreement without cause prior to the expiration of the original term, the Customer will be required to pay all payments remaining under the original Agreement term.

   C. This Agreement will be invoiced monthly as part of Customer's City of Ocala utility bill and therefore subject to all related commitments of the utility bill and billing requirements of the City of Ocala Code of Ordinances. The Utility may suspend or terminate service in the event of nonpayment by the Customer.

   D. Either Party may terminate this agreement for convenience at any time after the Initial Term indicated in Paragraph 5 by providing a **THIRTY DAY (30-Day)** written notice to the other Party.

8. **USE OF CUSTOMER'S PREMISES.** If necessary, the Customer shall provide the Utility with adequate space within its buildings or facilities for the Utility equipment required to furnish the Services and will provide the necessary electrical power to operate the onsite equipment. In addition, Customer will provide the Utility with ingress and egress to the properties, access to the buildings and access to conduit entering the building for telecommunications services from the public right of way, if necessary, to the applicable equipment room for the Utility installation of its cable or wire.

   A. All costs associated with any building modifications or conduit installation on the premises will be borne by the Customer, unless there has been a prior agreement between the parties covering said costs. The Utility will install its wire or cable once the Customer has provided for access.

   B. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals, including easements, license and/or permits where applicable from the owner which will allow the Utility to locate, install and maintain its equipment, cable and wire on the premises and to remove its equipment, cable and wire in the

event of Customer's default of any of the provisions of this Agreement or at the termination of this Agreement.

C. The Utility will have the right to perform inspections and audits of its equipment and fibers for its own internal contract accounting purposes upon reasonable advance notice.

D. All equipment, cable, wire and fiber optic lines provided or installed by the Utility shall remain the property of the Utility. The Customer will provide and allow the Utility access to the premises for normal and emergency maintenance, and if it is necessary, to remove or replace any of the equipment, cable, wire and/or fiber optic lines.

9. **PUBLIC RECORDS.** The City of Ocala shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the City shall:

A. Keep and maintain public records required by the public agency to perform the services set forth herein.

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 Agreement term and following completion of the Agreement if the City does not transfer the records to the public agency.

D. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the City or keep and maintain public records required by the public agency to perform the services set forth herein. If the City transfers all public records to the public agency upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City 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 CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY OF OCALA'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.

10. **MISCELLANEOUS PROVISIONS.**

A. **Assignment.** This Agreement shall not be assigned by Customer without the prior written consent of the Utility. However, either party may assign this Agreement to any entity that acquires all, or substantially all, of that party's assets, or in the case of Utility, Utility's business that is the subject hereof.

B. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.

C. **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.

D. **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.

E. **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 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.

F. **Section Headings**. The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

G. **Rights of Third Parties**. Unless expressly stated herein to the contrary, 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.

H. **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.

I. **Entire Agreement.** This Agreement, including exhibits, (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.

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

K. **Electronic Signatures.** Customer, 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 containing a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

L. **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 mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

Ocala Fiber Network, Attn: Director
3001 NE 21st St
Ocala, FL 34470
Tele: 352-401-6900 | E-Mail: telecom@ocalafl.org

OCALA FIBER NETWORK

CONTRACT#: OFN/ 211162

The Briggs Law Firm, P.A.
521 SE Fort King Street
Ocala, FL 34471 Attn: Charles Ferdon
Tele: 352-671-4600
E-Mail: cferdon@thebriggslawfirm.com

M. **Attorney Fees.** If any civil action, 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 or parties shall be entitled to recover reasonable attorneys' fees and court costs.

N. **Indemnity.** Customer shall indemnify, up to the limits set forth in Florida Statute, s.768.28 in force at the time the contract was entered into by the parties, City of Ocala and its elected officials, employees and volunteers against, and hold City of Ocala and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City of Ocala 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. Nothing in this contract is intended to waive the sovereign immunity protections provided to the parties pursuant to Florida law.

O. **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 or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

P. The City of Ocala Utility Services has adopted an Identity Theft Prevention Program as required under 16 C.F.R. Part 681 for certain covered accounts that may be accessed

in accordance with this agreement. Accordingly, The City of Ocala Utility Services will conduct its activities in accordance with reasonable policies and procedures to detect, prevent, and mitigate the risk of identity theft.

11. **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.
12. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire Agreement between the Utility and the Customer shall only include those documents listed in this section as Exhibits to this Agreement, as follows:

Exhibit A- Service Pricing

Exhibit B– Ocala Fiber Network Fair Use Policy

IN WITNESS WHEREOF, the parties have executed this Agreement on 12/21/2021.

THE BRIGGS LAW FIRM, P.A.

By: RANDY R. BRIGGS
(Printed Name)

PRESIDENT
(Title)

CITY OF OCALA

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.
City Attorney

CONTRACT#: OFN/ 211162

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: 24 MONTH TERM

310 SE 8TH STREET, OCALA FL

(Commercial Shared Internet - Platinum)

Total Recurring Monthly Rate:

$ 99.00 (Taxes not included in cost. Taxes will be applied where applicable)

Equipment provided by the City of Ocala:

Fiber Termination Box; Fiber Jumper; SFP Optic; Media Converter

Equipment to be Returned to the City of Ocala Customer Service Office Upon Termination:

Fiber Jumper; SFP Optic; Media Converter (Items must be returned within 30 days of account termination)

OCALA FIBER NETWORK

CONTRACT#: OFN/211162

EXHIBIT B- OCALA FIBER NETWORK (OFN) FAIR USE POLICY

What Is A Fair Use Policy (FUP)
A Fair Usage Policy - FUP, is intended to assure that all broadband customers enjoy the same experience and have access to a quick and reliable service at all times. OFN - Fair Use Policy is designed to make sure that your broadband service is a great value and is a dependable, reliable service whenever you use it.

WHY A FUP Is Needed
As an example, a small number of customers use Peer to Peer or file sharing software. This practice constantly sends and receives video and other very large files throughout the day consuming excessive bandwidth. This type of activity can significantly reduce the speed at which other customers can access the internet during peak hours. OFN will automatically identify the extremely heavy users and manage their bandwidth to protect the service for all our customers.

What Happens If A FUP Breach Happens
OFN will throttle back on their available internet bandwidth for a period of time.

Legal Considerations
OFN may only be used for lawful purposes in accordance with all laws, statutes and regulations in force within the United States. You may not use OFN to send, receive, store, distribute, transmit, post, upload or download any materials or data which:
• violates any Law;
• constitutes harassment;
• promotes or encourages illegal or socially unacceptable or irresponsible behavior;
• is in breach of any third-party rights (including any third-party intellectual property rights);
• has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
• damages or may damage our name and/or reputation

Do not violate anyone's systems or network security

You must not use the OFN's network to violate OFN security or any third party's system or network security by any method including:
• unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
• unauthorized monitoring of data or traffic on any network or system without the express written authorization of the owner of the system or network; or
• unauthorized interference with any user, host, system or network without the express written authorization of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate the OFN network security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):
• programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
• tools designed to compromise the security of other sites;
• programs or services designed to send or facilitate the sending of unsolicited advertisements; or
• programs or services designed to encourage or facilitate a breach of this FUP or any acceptable use policy of another internet services provider.

You must not connect the OFN service to unsecured machines or services able to be exploited by others to carry out actions which constitute a breach of this FUP.

You must not adapt, modify, decompile or reverse engineer any part of OFN's network. You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the OFN's network. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which violate this FUP once notified of such activity by OFN.

#211116

OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 19.0
CANCELS ORIGINAL SHEET NO. 19.0

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: Toni A. Karas

Mailing Address: 2811 NE 44th RD

City: Ocala State: FL Zip Code: 34470

Phone Number: (352) 843-7158 Alternate Phone Number: _____

Email Address: joey.karas@aol.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 560497-114162

2. RGS Facility Information

Facility Location: 2811 NE 44th Rd

Ocala Electric Utility Customer Account Number: 560497-114162

RGS Manufacturer: Hanwha

Manufacturer's Address: 2811 NE 44th Rd

Reference or Model Number: Q.Peak DUO BLK-G6+ 340w

Serial Number: TBD

(Continued on Sheet No.19.1)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

3. Facility Rating Information

Gross Power Rating: 9.860 ("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

Anticipated In- Service Date: Oct 12, 2021

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)

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: William J. Kraus Date: 11/13/21
(Print Name)

William J. Kraus
(Signature)

Renewal Homeowners Policy Broad Declarations

Castle Key INDEMNITY COMPANY

Your policy effective date is November 21, 2021

THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

LAW AND ORDINANCE: LAW AND ORDINANCE COVERAGE IS AN IMPORTANT COVERAGE THAT YOU MAY WISH TO PURCHASE. PLEASE DISCUSS WITH YOUR INSURANCE AGENT.

FLOOD INSURANCE: YOU MAY ALSO NEED TO CONSIDER THE PURCHASE OF FLOOD INSURANCE. YOUR HOMEOWNER'S INSURANCE POLICY DOES NOT INCLUDE COVERAGE FOR DAMAGE RESULTING FROM FLOOD EVEN IF HURRICANE WINDS AND RAIN CAUSED THE FLOOD TO OCCUR. WITHOUT SEPARATE FLOOD INSURANCE COVERAGE, YOU MAY HAVE UNCOVERED LOSSES CAUSED BY FLOOD. PLEASE DISCUSS THE NEED TO PURCHASE SEPARATE FLOOD INSURANCE COVERAGE WITH YOUR INSURANCE AGENT.

Information as of September 27, 2021

Summary

Named Insured(s)
William Karas, Toni Karas

Mailing address
2811 Ne 44th Rd
Ocala FL 34470-3328

Policy number
988 230 868

Your policy provided by
Castle Key Indemnity Company

Policy period
Begins on **November 21, 2021** at 12:01 A.M. standard time, with no fixed date of expiration

Premium period
Beginning **November 21, 2021** through **November 21, 2022** at 12:01 A.M. standard time

Your Castle Key agency is
Ritz Insurance
1107 E Slvr Spg Bl#1
Ocala FL 34470-8701
(352) 732-5777
brysonritz@allstate.com

Some or all of the information on your Policy Declarations is used in the rating of your policy or it could affect your eligibility for certain coverages. Please notify us immediately if you believe that any information on your Policy Declarations is incorrect. We will make corrections once you have notified us, and any resulting rate adjustments, will be made only for the current policy period or for future policy periods. Please also notify us immediately if you believe any coverages are not listed or are inaccurately listed.

Total Premium for the Premium Period (Your bill will be mailed separately)

Premium for property insured	$1,172.00
01/2007 Florida Hurricane Catastrophe Fund Emergency Assessment	$0.00
Total	**$1,174.00**

(continued)

Total Premium for the Premium Period (continued)

Your bill will be mailed separately. Before making a payment, please refer to your latest bill, which includes payment options and installment fee information. If you do not pay in full, you will be charged an installment fee(s). If you do not pay your bill by the due date shown on your billing statement, you may be charged a late fee.

The total premium includes a $220.00 hurricane premium.

The total premium includes a $952.00 non-hurricane premium.

The total premium includes a $2.00 EMPA trust fund surcharge.

The total premium includes a windstorm loss mitigation discount.

The total premium includes a $233.00 increase due to rate change.

The total premium includes a $13.00 increase due to coverage changes.

Other Premium Changes such as those caused by changes in discount, changes in surcharges, etc. resulted in a change of -$185.00.

Discounts (included in your total premium)

Age of Home	37%	Windstorm Mitigation	68%
Home and Auto	17%		

Location of property insured

2811 Ne 44th Rd, Ocala, FL 34470-3328

Rating Information*

Please review and verify the information regarding your insured property. Please refer to the Important Notice (X72800-1) for additional coverage information. Contact us if you have any changes.

The dwelling is of fire resistive construction and is occupied by 1 family

Your dwelling is 3 miles to the fire department

Hurricane Premium adjusted 28% and Non-Hurricane Premium adjusted 0% for Building Code Effectiveness Grading Adjustments range from 1% surcharge to 11% discount.

Dwelling Style:
Built in 2017; 1 family; 1821 sq. ft.; 1 story

Foundation:
Slab at grade, 100%

Attached structures:
One 2-car attached garage
Open porch, 288 sq. ft.

Interior details:
One builders grade kitchen
Two builders grade full baths

Exterior wall type:
100% stucco on masonry

(continued)

FLO70RBD (Ed.Date 11/16)

085 070 C09
2109275C01156
PROR4IFL20210927232611O1A-000392-002-0-00-00

Castle Key INDEMNITY COMPANY

Rating Information* (continued)

Interior wall partition:
100% drywall

Heating and cooling:
Electric heating, 100%
Central air - same ducts, 100%

Additional details:
Standard wood sash with glass, 100%
Two exterior wood doors
Interior wall height - 8 ft, 100%

Fire protection details:
Fire department subscription - no
3 miles to fire department

Roof surface material type:
Composition
- 100% asphalt / fiberglass shingle

**This is a partial list of property details. If the interior of your property includes custom construction, finishes, buildup, specialties or systems, please contact your Castle Key representative for a complete description of additional property details.*

Mortgagees (listed in order of precedence)

FLORIDA CREDIT UNION ISAOA/ATIMA
PO Box 941881, Maitland, FL 32794-1881
Loan number: 426582

FLORIDA CREDIT UNION ISAOA/ATIMA
PO Box 941881, Maitland, FL 32794-1881
Loan number: 426582 98

Additional Interested Party

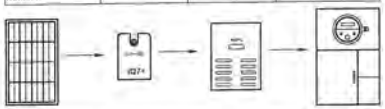
None

Coverage detail for the property insured

Coverage	*Limits of Liability*	*Applicable Deductible(s)*
Dwelling Protection - with Building Structure Replacement Cost Method Extended Limits	$250,488	• Other Peril Deductible Applies** • **Deductible for Hurricane Applies*** **
Other Structures Protection	$5,010	• Other Peril Deductible Applies** • **Deductible for Hurricane Applies*** **
Personal Property Protection - Replacement Cost Method Provision	$125,244	• Other Peril Deductible Applies** • **Deductible for Hurricane Applies*** **
Additional Living Expense	Lesser of $25,049 or 12 months	
Family Liability Protection	$300,000 each occurrence	
Guest Medical Protection	$5,000 each person	
Building Codes (Law and Ordinance Coverage)	25% of the Limit of Liability of Building Property Protection	

PV MODULE RATINGS		
MODULE MAKE:	=	HANWHA Q-CELLS
MODULE MODEL:	=	Q.PEAK- 340
MAX POWER	=	340 W
OPEN CIRCUIT VOLTAGE	=	40.88 V
MAX POWER POINT VOLTAGE	=	33.94 V
SHORT CIRCUIT CURRENT	=	10.52 A
MAX POWER POINT CURRENT	=	10.00A

ITEM	MANUFACTURER	MODEL	LISTING / COMPLIANCE
PV MODULE	Q-CELL	340W	UL
INVERTER	ENPHASE	IQ7+	UL
ALL DISCONNECTS	ENPHASE	DC & AC	UL
ALL OVERCURRENT PROTECTION	ENPHASE	DC & AC	UL
FSEC CERTIFICATION NUMBER	Q-CELL ENPHASE	340W IQ7+	#V-16-0108A



1. TOTAL PHOTOVOLTAIC SYSTEM STC RATED DC POWER PRODUCTION OF 11,560W.
2. INVERTER HAS MAXIMUM POWER POINT TRACKING (MPPT).
3. INVERTER MEETS REQUIREMENTS OF 3-P POWER.
4. INVERTER MEETS IEEE 1547.
5. INVERTER MEETS UL1741.
6. ALL ELECTRICAL EQUIPMENT INSTALLED ARE UL LISTED.
7. ALL EQUIPMENT AND CONSTRUCTION SHALL COMPLY WITH THE LATEST NEC 2017, FBC 2020, 61- FBC FBC ADMINISTRATION CODES NOW IN EFFECT. NEC 2017, FBC 2020, 61- FBC FBC ADMINISTRATION. ALL ELECTRONICS, SOLAR PANELS AND ASSOCIATED ELECTRICAL EQUIPMENT TO BE INSTALLED ARE UL LISTED.

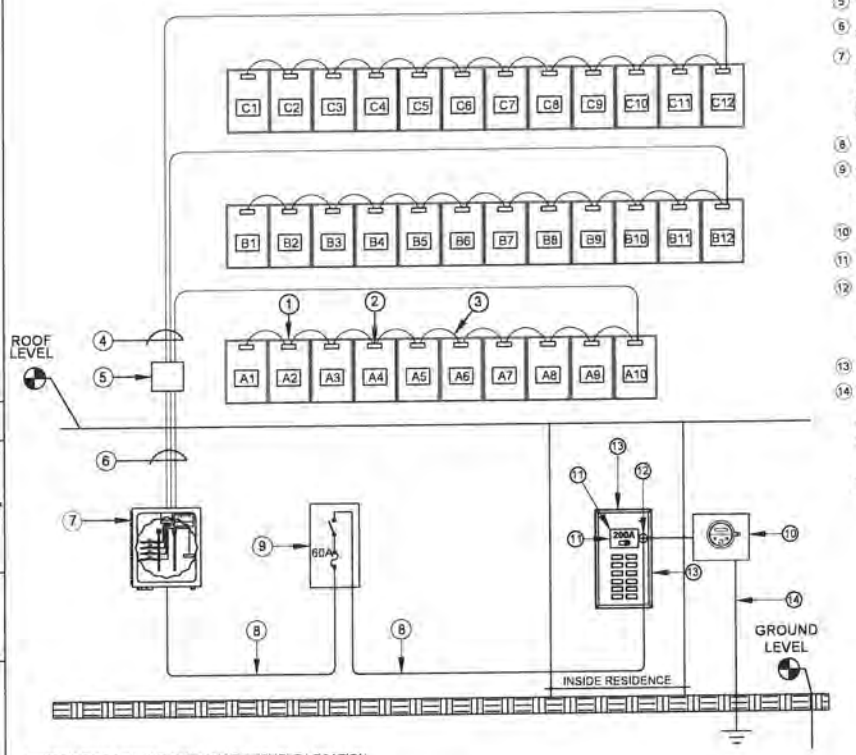
SYSTEM AUTOMATIC OPERATION:

1. GRID POWER IS PRESENT, PHOTOVOLTAIC SYSTEM FEEDS THE LOAD AT DAY TIME.
2. GRID POWER IS LOST, PHOTOVOLTAIC SYSTEM AUTOMATICALLY DISCONNECTS FROM THE GRID.
3. PHOTOVOLTAIC SYSTEM WILL AUTOMATICALLY RESUME FEEDING POWER TO THE GRID, WHEN THE PROPER GRID VOLTAGE AND FREQUENCY IS RESTORED (IEEE STANDARDS) AND THERE IS ENOUGH SUNLIGHT.

SCHEDULES

SCALE: NTS

Voltage Drop Calculation	Temperature Correction
Formula: $VD = \frac{(2*L*Imax*k)}{D}$ - L = Length of wire - k = Wire material - Imax = Current - 2 = Constant - D = Conductor Properties	NEC 2017 - TABLE 310.15(B)(A) Formula: $Imax = \frac{I}{\text{Temperature Rating}}$ Ambient Temperature Correction Factors: ➢ Ambient Temperature: 31-35 (°C) ➢ Temperature Rating of Conductor: 0.96 ➢ Ambient Temperature: 87-95 - F
Results: VD = 1.47 V	Results: TC =53.57A
Results: VD% = 1,22 %	Conductors NEC 2017 - Table 310.15(B)(17) Allowable Ampacities of Single-Insulated Conductors Rated Up to and Including 2,000 Volts in Free Air, Based on Ambient Temperature ➢ Cable #6 AWG THWN-2 - Capacity 105 A under 90° C ➢ Conduit 1" PVC Schedule 40 - Capacity 6 conductors



SYSTEM RISER WIRING DIAGRAM EQUIPMENT LOCATION

SCALE: NTS

ITEM DESCRIPTION:

1. PV MODULES. TYPE HANWHA Q-CELLS Q PEAK DUO BLK-G6+ 340
2. MICROINVERTER: ENPHASE IQ7+-72-2-US (EQUIPPED WITH RAPID SHUTDOWN).
3. ENPHASE Q CABLE MALE CONNECTOR (Q-12-10-240) 12 AWG DOUBLE INSULATED THHN/THWN-2.
4. 1 ENPHASE RAW Q-CABLE (Q-12-RAW-300) **PER BRANCH** AND 1#8 BARE COPPER FOR GROUND IN 3/4" CONDUIT.
5. JUNCTION BOX 6" x 6" SUITABLE FOR WET LOCATIONS (UL ENVIRONMENTAL RATING TYPE 4x).
6. 2#10 THHN **PER BRANCH** AND 1#6 THHN FOR GROUND IN 1" CONDUIT TO CARRY BRANCH CIRCUIT CONDUCTORS TO LOAD CENTER. **NOTE:** INSTALL OUTDOORS PVC EXPANSION FITTING WHERE NEEDED.
7. ENPHASE IQ COMBINER BOX 3 WITH IQ ENVOY METER (X-IQ-AM1-240-3) 125A BUS RATING 120/240 VAC WITH **3 BREAKERS** 20A/2-P & **1 BREAKER** 2P. FOR IQ ENVOY SUPPLY INSTALLED BY MANUFACTURER.

   NOTE: IQ ENVOY METER ENABLES WEB-BASED MONITORING AND CONTROL, AND PROVIDES PRODUCTION METERING AND OPTIONAL CONSUMPTION MONITORING. THIS METER IS INCLUDED IN THE LIST OF ELIGIBLE METERS FROM THE CALIFORNIA ENERGY COMMISSION.
8. **3#4**THHN AND 1#6 THHN FOR GROUND IN 1-1/2" CONDUIT.
9. 60A FUSED DISCONNECT FOR AC PV DISCONNECT/RAPID SHUTDOWN DISCONNECT WITH 60A FUSES 34 = 1.21A > 1.25 = 51.43A = 60A (OCPD)
   NOTE: DO NOT INSTALL NEUTRAL-TO-CASE BONDING GREEN SCREW. THIS PREVENTS OBJECTIONABLE CURRENT AS PER NEC 250.6.
10. EXISTING UTILITY METER.
11. EXISTING RESIDENCE **200A** MAIN BREAKER.
12. **LINE SIDE:** INTERCONNECTION TO THE FEEDER CONDUCTORS AHEAD OF THE MAIN BREAKER WITH PARALLEL TAP CONNECTORS. **NOTE:** PARALLEL TAP CONNECTORS PROMOTE MORE FLEXIBILITY BY ALLOWING CONNECTIONS IN CRAMPED, OVERFILLED ENCLOSURES. THE AREA OF THIS CONNECTORS INSTALLED AT ANY CROSS SECTION DOESN'T EXCEED 75% OF THE CROSS-SECTIONAL AREA OF THE SPACE.
13. EXISTING SERVICE PANEL WITH **200A** BUSBAR RATING.
14. EXISTING GROUNDING ELECTRODE CONDUCTOR.

NOTES:

- ALL CONDUITS AND RACEWAYS APPROVED PER METHOD NEC 2014, NEC 2017 AND FBC 2020. IN THE EVENT OF CONFLICTING REGULATIONS THE MOST RESTRICTIVE SHALL PREVAIL.
- ALL EQUIPMENT IS SUITABLE FOR OUTDOORS INSTALLATION AND RATED FOR 90°F.
- THE SIZE OF ALL CONDUCTORS BASED ON THEIR AMPACITY FOR AN AMBIENT TEMPERATURE OF 194°F (90°C) WAS TAKEN FROM NEC TABLE 8.310.15(B)(2)(1)

SYSTEM DATA

TOTAL W: 11,560 WATTS DC / 9,860 WATTS AC
MDP BUSBAR RATING: 200A
TOTAL PV MODULES: 34 PHOTOVOLTAIC MODULES
PV MODEL: HANWHA Q-CELLS Q.PEAK DUO BLK-G6+ 340
INVERTER: ENPHASE IQ7+-72-2-US MICROINVERTER
BATTERY: NONE
RACK SYSTEM: UNIRAC

NOTE: ENGINEER CERTIFIES THAT THIS PLAN COMPLIES WITH 107.3.5 FBC.

IMPORTANT NOTE: NEC 705.12

WHERE TWO SOURCES, ONE A UTILITY AND THE OTHER AN INVERTER, ARE LOCATED AT OPPOSITE ENDS OF A BUSBAR THAT CONTAINS LOADS, THE SUM OF 125% OF THE INVERTER(S) OUTPUT CIRCUIT CURRENT AND THE RATING OF THE OVERCURRENT DEVICE PROTECTING THE BUSBAR SHALL NOT EXCEED 120% THE AMPACITY OF THE BUSBAR. THE BUSBAR SHALL BE SIZED FOR THE LOADS CONNECTED IN ACCORDANCE WITH ARTICLE 220. A PERMANENT WARNING LABEL SHALL BE APPLIED TO THE DISTRIBUTION EQUIPMENT ADJACENT TO THE BACK-FED BREAKER FROM THE INVERTER THAT DISPLAYS THE FOLLOWING OR EQUIVALENT WORDING:

WARNING!
INVERTER OUTPUT CONNECTION. DO NOT RELOCATE THIS OVERCURRENT DEVICE.

THE WARNING SIGN(S) OR LABEL(S) SHALL COMPLY WITH 110.21(B).

EXCEPTION: EQUIPMENT WITH MULTIPLE AMPACITY BUSBARS OR CENTER FED PANELBOARDS ARE NOT ADDRESSED BY THIS PROVISION.

NEC 110.3 (B) RATING) X 1.2 = (MAIN BREAKER) = 120% RULE

THE NEC GIVES YOU THE CHOICE OF FOUR METHODS FOR ENSURING ELECTRICAL CONTINUITY AT SERVICE EQUIPMENT, SERVICE RACEWAYS, AND SERVICE CONDUCTOR ENCLOSURES (250.92(B)

1. BONDING JUMPERS. BOND METAL PARTS TO THE SERVICE NEUTRAL CONDUCTOR. THIS REQUIRES A MAIN BONDING JUMPER (250.24(B) AND 250.28). BECAUSE THE SERVICE NEUTRAL CONDUCTOR PROVIDES THE EFFECTIVE GROUND-FAULT CURRENT PATH TO THE POWER SUPPLY (250.24(C). YOU DON'T HAVE TO INSTALL AN EQUIPMENT GROUNDING CONDUCTOR WITHIN PVC CONDUIT CONTAINING SERVICE-ENTRANCE CONDUCTORS (250.142(A)(1) and 352.60 ex 2).
2. THREADLESS FITTINGS. TERMINATE METAL RACEWAYS TO METAL ENCLOSURES BY THREADLESS HUBS ON ENCLOSURES (IF MADE WRENCH-TIGHT).
3. THREADLESS FITTINGS. TERMINATE METAL RACEWAYS TO METAL ENCLOSURES BY THREADLESS FITTINGS (IF MADE TIGHT).
4. OTHER LISTED DEVICES. THESE INCLUDE BONDING-TYPE LOCKNUTS, BUSHINGS, WEDGES, OR BUSHINGS WITH BONDING JUMPERS.

BECAUSE THE SERVICE NEUTRAL CONDUCTOR PROVIDES THE EFFECTIVE GROUND-FAULT CURRENT PATH TO THE POWER SUPPLY (250.24(C)), YOU DON'T HAVE TO INSTALL AN EQUIPMENT GROUNDING CONDUCTOR WITHIN PVC CONDUIT CONTAINING SERVICE-ENTRANCE CONDUCTORS (250.142(A)(1) AND 352.60 EX 2)

1. THREADED FITTINGS. TERMINATE METAL RACEWAYS TO METAL ENCLOSURES BY THREADED HUBS ON ENCLOSURES (IF MADE WRENCH TIGHT)
2. THREADLESS FITTINGS. TERMINATE METAL RACEWAYS TO METAL ENCLOSURES BY THREADLESS FITTINGS (IF MADE TIGHT).
3. OTHER LISTED DEVICES. THESE INCLUDE BONDING-TYPE LOCKNUTS, BUSHINGS, WEDGES, OR BUSHINGS WITH BONDING JUMPERS.

DESIGN TEMP 91 DEG. °C ADDER 60 DEG. °C (310.15(B)(2)(C)). TOTAL 151 DEG °C MULTIPLIER AT 151 DEG °C IS .38 (310.15 CORRECTION FACTORS). #10 THWN-2 RATED 40 AMPS. TIMES .58 = 232 AMPS. 8 CONDUCTORS IN SINGLE CONDUIT ADJUSTMENT FACTOR IS 80% 23.2 X .7 = 16.24 AMPS.

BONDING MIDCLAMP ASSEMBLY

1. STAINLESS STEAL MIDCLAMP POINTS, 2 PER MODULE. PIERCE MODULE FRAME ANODIZATION TO BOND MODULE TO MODULE THROUGH CLAMP.
2. SERRATED FLANGE NUT BONDS STAINLESS STEEL CLAMP TO STAINLESS STEEL T-BOLT.
3. SERRATED T-BOLT HEAD PENETRATES RAIL ANODIZATION TO BOND T-BOLT, NUT, CLAMP, AND MODULES TO GROUNDED SM RAIL.

CROSS SECTIONAL AREA CALCULATION:

CROSS SECTIONAL AREA OF ¾ THHN = 0.2036 SQ.IN.
CROSS SECTIONAL AREA OF 1" TUBE: 0.79 SQ.IN. FILL % =
(3.2029 / 0.79) x 100 = 25.7% < 40%

FILL CALCULATIONS NOTE:

ALL FILL CALCULATIONS ON THIS DESIGN HAVE BEEN DONE IN COMPLIANCE WITH NEC312.8.

CONTACT US:
6753 KINGSPOINTE PARKWAY SUITE 111
ORLANDO FL 32819 USA
TEL: +1 407-338-0099
engineering@windmarhome.com

windmar HOME

PROJECT
WILLIAM KARAS
2811 NE 44TH RD,
OCALA , FL 34470

Digitally signed by Miguel Alvarez
DATE: 2021.09.30 08:31:03 -04'00'

PROJECT NO.	DL2610
DATE	9.28.2021
DRAWING BY	MA
CHECKED BY	M. ALVAREZ
SCALE	N.T.S.
SHEET TITLE	ELECTRICAL DIAGRAM & CALCULATION
SHEET NO.	E-1

14229

Enphase IQ 7 and IQ 7+ Microinverters

The high-powered smart grid-ready **Enphase IQ 7 Micro™** and **Enphase IQ 7+ Micro™** dramatically simplify the installation process while achieving the highest system efficiency.

Part of the Enphase IQ System, the IQ 7 and IQ 7+ Microinverters integrate with the Enphase IQ Envoy™, Enphase IQ Battery™, and the Enphase Enlighten™ monitoring and analysis software.

IQ 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.



Easy to Install

- Lightweight and simple
- Faster installation with improved, lighter two-wire cabling
- Built-in rapid shutdown compliant (NEC 2014 & 2017)

Productive and Reliable

- Optimized for high powered 60-cell and 72-cell* 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)

* The IQ 7+ Micro is required to support 72-cell modules.

UL CERTIFIED SAFETY US CA E341165

To learn more about Enphase offerings, visit **enphase.com**

ENPHASE

Enphase IQ 7 and IQ 7+ Microinverters

INPUT DATA (DC)	IQ7-60-2-US	IQ7PLUS-72-2-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)	0.85 leading ... 0.85 lagging		0.85 leading ... 0.85 lagging	

EFFICIENCY	@240 V	@208 V	@240 V	@208 V
Peak 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)
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**

ENPHASE

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2019-3-26

powered by Q.ANTUM DUO



Q.PEAK DUO-G6
340-355

ENDURING HIGH PERFORMANCE

pv magazine award 2017 top innovation

EUPD RESEARCH TOP BRAND PV MODULES EUROPE 2020

VDE Quality Tested
- high reliability
- low degradation
- optimized durability
- continuous line monitoring

www.VDEinfo.com
ID. 40032587

Q CELLS YIELD SECURITY
- ANTI PID TECHNOLOGY (APT)
- HOT-SPOT PROTECT (HSP)
- TRACEABLE QUALITY (TRA.Q™)
- ANTI LID TECHNOLOGY (ALT)



Q.ANTUM TECHNOLOGY: LOW LEVELISED COST OF ELECTRICITY
Higher yield per surface area, lower BOS costs, higher power classes, and an efficiency rate of up to 20.1%.

INNOVATIVE ALL-WEATHER TECHNOLOGY
Optimal yields, whatever the weather with excellent low-light and temperature behaviour.

ENDURING HIGH PERFORMANCE
Long-term yield security with Anti LID Technology, Anti PID Technology[1], Hot-Spot Protect and Traceable Quality Tra.Q™.

EXTREME WEATHER RATING
High-tech aluminium alloy frame, certified for high snow (5400 Pa) and wind loads (4000 Pa).

A RELIABLE INVESTMENT
Inclusive 12-year product warranty and 25-year linear performance warranty[2].

STATE OF THE ART MODULE TECHNOLOGY
Q.ANTUM DUO combines cutting edge cell separation and innovative wiring with Q.ANTUM Technology.

[1] APT test conditions according to IEC/TS 62804-1:2015, method B (–1500 V, 168 h)
[2] See data sheet on rear for further information.

THE IDEAL SOLUTION FOR:

Rooftop arrays on residential buildings

Rooftop arrays on commercial/industrial buildings

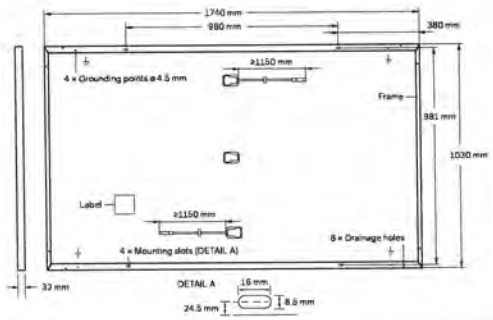
Ground-mounted solar power plants

Engineered in Germany

Q CELLS

MECHANICAL SPECIFICATION

Format	1740 mm × 1030 mm × 32 mm (including frame)
Weight	19.9 kg
Front Cover	3.2 mm thermally pre-stressed glass with anti-reflection technology
Back Cover	Composite film
Frame	Black anodised aluminium
Cell	6 × 20 monocrystalline Q.ANTUM solar half cells
Junction box	53-101 mm × 32-60 mm × 15-18 mm Protection class IP67, with bypass diodes
Cable	4 mm² Solar cable; (+) ≥1150 mm, (−) ≥1150 mm
Connector	Stäubli MC4, Hanwha Q CELLS HQC4, Amphenol UTX, Renhe 05-6, Tongling TL-Cable01S, JMTHY JM601; IP68 or Friends PV2e; IP67

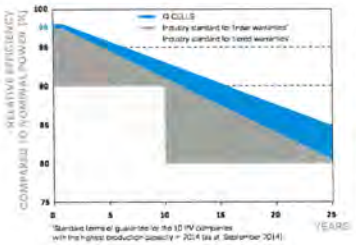


ELECTRICAL CHARACTERISTICS

POWER CLASS				340	345	350	355
MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC[1] (POWER TOLERANCE +5 W / −0 W)							
Minimum	Power at MPP[2]	P_{MPP}	[W]	340	345	350	355
	Short Circuit Current[2]	I_{SC}	[A]	10.68	10.73	10.79	10.84
	Open Circuit Voltage[2]	V_{OC}	[V]	40.24	40.49	40.73	40.98
	Current at MPP	I_{MPP}	[A]	10.16	10.22	10.27	10.33
	Voltage at MPP	V_{MPP}	[V]	33.45	33.76	34.07	34.38
	Efficiency[2]	η	[%]	≥19.0	≥19.3	≥19.5	≥19.8
MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMOT[3]							
Minimum	Power at MPP	P_{MPP}	[W]	254.5	258.2	261.9	265.7
	Short Circuit Current	I_{SC}	[A]	8.60	8.65	8.69	8.74
	Open Circuit Voltage	V_{OC}	[V]	37.94	38.17	38.41	38.65
	Current at MPP	I_{MPP}	[A]	8.00	8.04	8.09	8.13
	Voltage at MPP	V_{MPP}	[V]	31.81	32.10	32.40	32.69

[1] Measurement tolerances P_{MPP} ±3%; I_{SC}; V_{OC} ±5% at STC: 1000 W/m², 25±2 °C, AM 1.5 according to IEC 60904-3 • [2] 800 W/m², NMOT, spectrum AM 1.5

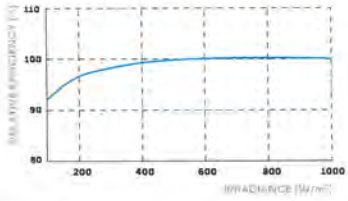
Q CELLS PERFORMANCE WARRANTY



At least 98% of nominal power during first year. Thereafter max. 0.54% degradation per year. At least 93.1% of nominal power up to 10 years. At least 85% of nominal power up to 25 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Q CELLS sales organisation of your respective country.

PERFORMANCE AT LOW IRRADIANCE



Typical module performance under low irradiance conditions in comparison to STC conditions (25 °C, 1000 W/m²).

TEMPERATURE COEFFICIENTS

Temperature Coefficient of I_{SC}	α	[%/K]	+0.04	Temperature Coefficient of V_{OC}	β	[%/K]	−0.27
Temperature Coefficient of P_{MPP}	γ	[%/K]	−0.36	Nominal Module Operating Temperature	NMOT	[°C]	43±3

PROPERTIES FOR SYSTEM DESIGN

Maximum System Voltage	V_{SYS}	[V]	1000 (IEC) / 1000 (UL)	PV module classification	Class II
Maximum Reverse Current	I_R	[A]	20	Fire Rating based on ANSI / UL 1703	C / TYPE 2
Max. Design Load, Push / Pull		[Pa]	3600 / 2667	Permitted Module Temperature on Continuous Duty	−40 °C - +85 °C
Max. Test Load, Push / Pull		[Pa]	5400 / 4000		

QUALIFICATIONS AND CERTIFICATES

VDE Quality Tested, IEC 61215:2016; IEC 61730:2016;
This data sheet complies with DIN EN 50380.

PACKAGING INFORMATION

Number of Modules per Pallet	32
Number of Pallets per Trailer (24 t)	28
Number of Pallets per 40' HC-Container (26 t)	26
Pallet Dimensions (L × W × H)	1791 × 1130 × 1200 mm
Pallet Weight	681 kg

Note: Installation instructions must be followed. See the installation and operating manual or contact our technical service department for further information on approved installation and use of this product.

Hanwha Q CELLS GmbH
Sonnenallee 17-21, 06766 Bitterfeld-Wolfen, Germany | **TEL** +49 (0)3494 66 99-23444 | **FAX** +49 (0)3494 66 99-23000 | **EMAIL** sales@q-cells.com | **WEB** www.q-cells.com

Specifications subject to technical changes © Q CELLS Q.PEAK DUO-G6_QD_340-355_Global_2020-02_Rev01_EN

Engineered in Germany

Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 13 day of November, 20 21, by and between Toni A. Karas, (hereinafter called "**Customer**"), located at 2811 NE 44th Rd in Ocala, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereinafter called OEU), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: 2811 NE 44th Rd 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)

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)

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)

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)

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)

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)

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)

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)

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)

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility:

By: _____

Title: _____

Date: _____

Customer:

By: William J. Kaas
(Print Name)

William J. Kaas
(Signature)

Date: 11/13/21

City of Ocala Electric Utility Account Number:

5604497-114162

Approved as to form and legality:

_____
Robert W. Batsel, Jr.
Assistant City Attorney

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 13 day of November, 2021, 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 Toni A. Karas, 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)

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)

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)

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)

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)

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility	**Florida Municipal Power Agency**
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Customer
By: William J. Karas Date: NOV. 13, 2021
(Print Name)
William J. Karas
(Signature)

Customer's City of Ocala Electric Utility Account Number: 560497-114162

Approved as to form and legality:

_____
Robert W. Batsel, Jr.
Assistant City Attorney

(Continued on Sheet No. 20.6)

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.

CONTRACT#: OFN/ 211108

AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES

THIS AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (the "Utility" or "City"), by and through its fiber utility, Ocala Fiber Network ("OFN"), and **TWISTEE TREAT USA, LLC**, a for-profit limited liability company organized and duly authorized to conduct business in the State of Florida (EIN#: 27-3785576) ("Customer").

WHEREAS, the City owns and operates a telecommunications fiber optic network as part of its utility services offered in and around the City of Ocala; and

WHEREAS, the Customer desires to lease various fiber optic telecommunication services as noted in **Exhibit A-Service Pricing** from the Utility.

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

1. **RECITALS.** City and Customer hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings specified below:
   - A. **Customer:** the end user of the supplied fiber optic service.
   - B. **Authorized Users**: users authorized by the Customer to utilize the fiber optic connection.
   - C. **Reseller**: a company who purchases fiber optic service to re-sell to a customer, other than the Customer referenced in this Agreement.
   - D. **Effective Date**: the date that this Agreement has been fully executed by all parties.
   - E. **Service Date**: the date on which fiber optic telecommunication services are installed and ready for Customer use; also the date on which Customer billing begins.
   - F. **Access Cost**: the cost to build new networked lines to Customer's service location.
   - G. **Live and Ready for Use**: assigned fiber lines ready for transmitting and receiving electronic data flow.
   - H. **Initial Term**: shall mean the minimum time period required for lease of fiber optic telecommunication services by the Customer.

3. **SCOPE OF SERVICES.**

   A. Customer agrees to lease from the Utility those services set forth in **Exhibit A – Service Pricing** (the "Services") at the following location(s): **2394 SW COLLEGE RD, OCALA FL.**

   B. **Internet Services**. Flexible Bandwidth purchased for Internet usage will coincide with Internet Services commitment. Customer understands that Customer and Customer's Authorized Users may access the Internet through the Service. Customer agrees neither the Utility nor any of its affiliates operates or controls the Internet. City does not warrant in any manner the merchandise, information or services purchased or accessed by Customer from Third Parties. Customer assumes total responsibility and risk for use of the Service and the Internet by Customer and/or Customer's Authorized Users. Neither the City, its' agents, nor affiliates make any express or implied warranties, representations or endorsements whatsoever with regard to said use.

   C. Customer acknowledges that any access to the Service(s) under this Agreement is intended for the use of the Customer and its Authorized Users only. Customer and its Authorized Users shall not resell or share the Service(s) to any other party without having executed a separate Reseller Agreement with the Utility.

   D. Customer will follow the rules set forth in the Fair Use Policy attached hereto as **Exhibit B – Ocala Fiber Network Fair Use Policy.**

4. **EFFECTIVE DATE AND SERVICE DATE.** This Agreement is effective on the date executed by all parties as set forth below (the "Effective Date"). Customer's payment obligations shall not begin until the date that the fiber optic telecommunication services have been installed and the connection is live and ready for use by Customer (the "Service Date").

5. **INITIAL TERM/RENEWAL.** The Initial Term of this Agreement shall commence on the Effective Date and continue for a term of **THIRTY-SIX MONTHS (36 Months)** after the Service Date. Thereafter, this Agreement shall automatically renew on a month-to-month basis until services are terminated by either the Customer or the Utility pursuant to this Agreement. At the conclusion of the initial term, the Utility has the right to modify rates by providing a **THIRTY DAY (30-Day)** written notice to Customer. At that time, Customer has the right to reject the new rate and cancel services by providing notice to Utility.

6. **COMPENSATION.** Beginning on the Service Date and continuing throughout the initial term of this Agreement, the Customer shall pay to the Utility those fees as set forth in the monthly rate schedule attached hereto as **Exhibit A – Service Pricing**. The total initial

service rate under this Agreement shall be **NINETY-NINE AND NO/100 DOLLARS PER MONTH ($99.00/Per Month)**, excluding any applicable fees or taxes.

7. **DEFAULT AND TERMINATION.**

   A. 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 such notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

   B. If Customer defaults or terminates this Agreement without cause prior to the expiration of the original term, the Customer will be required to pay all payments remaining under the original Agreement term.

   C. This Agreement will be invoiced monthly as part of Customer's City of Ocala utility bill and therefore subject to all related commitments of the utility bill and billing requirements of the City of Ocala Code of Ordinances. The Utility may suspend or terminate service in the event of nonpayment by the Customer.

   D. Either Party may terminate this agreement for convenience at any time after the Initial Term indicated in Paragraph 5 by providing a **THIRTY DAY (30-Day)** written notice to the other Party.

8. **USE OF CUSTOMER'S PREMISES.** If necessary, the Customer shall provide the Utility with adequate space within its buildings or facilities for the Utility equipment required to furnish the Services and will provide the necessary electrical power to operate the onsite equipment. In addition, Customer will provide the Utility with ingress and egress to the properties, access to the buildings and access to conduit entering the building for telecommunications services from the public right of way, if necessary, to the applicable equipment room for the Utility installation of its cable or wire.

   A. All costs associated with any building modifications or conduit installation on the premises will be borne by the Customer, unless there has been a prior agreement between the parties covering said costs. The Utility will install its wire or cable once the Customer has provided for access.

   B. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals, including easements, license and/or permits where applicable from the owner which will allow the Utility to locate, install and maintain its equipment, cable and wire on the premises and to remove its equipment, cable and wire in the

event of Customer's default of any of the provisions of this Agreement or at the termination of this Agreement.

C. The Utility will have the right to perform inspections and audits of its equipment and fibers for its own internal contract accounting purposes upon reasonable advance notice.

D. All equipment, cable, wire and fiber optic lines provided or installed by the Utility shall remain the property of the Utility. The Customer will provide and allow the Utility access to the premises for normal and emergency maintenance, and if it is necessary, to remove or replace any of the equipment, cable, wire and/or fiber optic lines.

9. **PUBLIC RECORDS.** The City of Ocala shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the City shall:

A. Keep and maintain public records required by the public agency to perform the services set forth herein.

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 Agreement term and following completion of the Agreement if the City does not transfer the records to the public agency.

D. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the City or keep and maintain public records required by the public agency to perform the services set forth herein. If the City transfers all public records to the public agency upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City 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 CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY OF OCALA'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.

10. **MISCELLANEOUS PROVISIONS.**

A. **Assignment.** This Agreement shall not be assigned by Customer without the prior written consent of the Utility. However, either party may assign this Agreement to any entity that acquires all, or substantially all, of that party's assets, or in the case of Utility, Utility's business that is the subject hereof.

B. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.

C. **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.

D. **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.

E. **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 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.

F. **Section Headings**. The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

G. **Rights of Third Parties**. Unless expressly stated herein to the contrary, 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.

H. **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.

I. **Entire Agreement.** This Agreement, including exhibits, (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.

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

K. **Electronic Signatures.** Customer, 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 containing a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

L. **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 mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

Ocala Fiber Network, Attn: Director
1805 NE 30th Avenue, Bldg 500
Ocala, FL 34470
Tele: 352-401-6900 | E-Mail: telecom@ocalafl.org

Twistee Treat USA, LLC
5555 S Kirkman RD, Ste 201
Orlando, FL 32819 Attn: Randy Hodge
Tele: 407-354-2200 ext 211
E-Mail: rhodge@intram.com

M. **Attorney Fees.** If any civil action, 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 or parties shall be entitled to recover reasonable attorneys' fees and court costs.

N. **Indemnity.** Customer shall indemnify, up to the limits set forth in Florida Statute, s.768.28 in force at the time the contract was entered into by the parties, City of Ocala and its elected officials, employees and volunteers against, and hold City of Ocala and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City of Ocala 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. Nothing in this contract is intended to waive the sovereign immunity protections provided to the parties pursuant to Florida law.

O. **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 or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

P. The City of Ocala Utility Services has adopted an Identity Theft Prevention Program as required under 16 C.F.R. Part 681 for certain covered accounts that may be accessed

in accordance with this agreement. Accordingly, The City of Ocala Utility Services will conduct its activities in accordance with reasonable policies and procedures to detect, prevent, and mitigate the risk of identity theft.

11. **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.
12. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire Agreement between the Utility and the Customer shall only include those documents listed in this section as Exhibits to this Agreement, as follows:

    Exhibit A- Service Pricing
    Exhibit B– Ocala Fiber Network Fair Use Policy

IN WITNESS WHEREOF, the parties have executed this Agreement on 12/03/2021.

TWISTEE TREAT USA, LLC

By: RANDY HOOKE
(Printed Name)

VICE PRESIDENT
(Title)

CITY OF OCALA

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.
City Attorney

CONTRACT#: OFN/ 211108

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: 36 MONTH TERM

2394 SW COLLEGE RD

(Commercial Shared Internet - Silver)

Total Recurring Monthly Rate:

$ 99.00 (Taxes not included in cost. Taxes will be applied where applicable)

Equipment provided by the City of Ocala:

Fiber Termination Box; Fiber Jumper; SFP Optic; Media Converter

Equipment to be Returned to the City of Ocala Customer Service Office Upon Termination:

Fiber Jumper; SFP Optic; Media Converter (Items must be returned within 30 days of account termination)

EXHIBIT B- OCALA FIBER NETWORK (OFN) FAIR USE POLICY

What Is A Fair Use Policy (FUP)
A Fair Usage Policy - FUP, is intended to assure that all broadband customers enjoy the same experience and have access to a quick and reliable service at all times. OFN - Fair Use Policy is designed to make sure that your broadband service is a great value and is a dependable, reliable service whenever you use it.

WHY A FUP Is Needed
As an example, a small number of customers use Peer to Peer or file sharing software. This practice constantly sends and receives video and other very large files throughout the day consuming excessive bandwidth. This type of activity can significantly reduce the speed at which other customers can access the internet during peak hours. OFN will automatically identify the extremely heavy users and manage their bandwidth to protect the service for all our customers.

What Happens If A FUP Breach Happens
OFN will throttle back on their available internet bandwidth for a period of time.

Legal Considerations
OFN may only be used for lawful purposes in accordance with all laws, statutes and regulations in force within the United States. You may not use OFN to send, receive, store, distribute, transmit, post, upload or download any materials or data which:
• violates any Law;
• constitutes harassment;
• promotes or encourages illegal or socially unacceptable or irresponsible behavior;
• is in breach of any third-party rights (including any third-party intellectual property rights);
• has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
• damages or may damage our name and/or reputation

Do not violate anyone's systems or network security

You must not use the OFN's network to violate OFN security or any third party's system or network security by any method including:
• unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
• unauthorized monitoring of data or traffic on any network or system without the express written authorization of the owner of the system or network; or
• unauthorized interference with any user, host, system or network without the express written authorization of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate the OFN network security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):
• programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
• tools designed to compromise the security of other sites;
• programs or services designed to send or facilitate the sending of unsolicited advertisements; or
• programs or services designed to encourage or facilitate a breach of this FUP or any acceptable use policy of another internet services provider.

You must not connect the OFN service to unsecured machines or services able to be exploited by others to carry out actions which constitute a breach of this FUP.

You must not adapt, modify, decompile or reverse engineer any part of OFN's network. You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the OFN's network. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which violate this FUP once notified of such activity by OFN.

CONTRACT#: OFN/211122

AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES

THIS AGREEMENT FOR LEASE OF FIBER OPTIC TELECOMMUNICATIONS SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (the "Utility" or "City"), by and through its fiber utility, Ocala Fiber Network ("OFN"), and **ZACHARY BETTY & COURTNEY SHORT**, a for-profit sole proprietorship company organized and duly authorized to conduct business in the State of Florida ("Customer").

WHEREAS, the City owns and operates a telecommunications fiber optic network as part of its utility services offered in and around the City of Ocala; and

WHEREAS, the Customer desires to lease various fiber optic telecommunication services as noted in **Exhibit A-Service Pricing** from the Utility.

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

1. **RECITALS.** City and Customer hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings specified below:
   A. **Customer:** the end user of the supplied fiber optic service.
   B. **Authorized Users**: users authorized by the Customer to utilize the fiber optic connection.
   C. **Reseller**: a company who purchases fiber optic service to re-sell to a customer, other than the Customer referenced in this Agreement.
   D. **Effective Date**: the date that this Agreement has been fully executed by all parties.
   E. **Service Date**: the date on which fiber optic telecommunication services are installed and ready for Customer use; also the date on which Customer billing begins.
   F. **Access Cost**: the cost to build new networked lines to Customer's service location.
   G. **Live and Ready for Use**: assigned fiber lines ready for transmitting and receiving electronic data flow.
   H. **Initial Term**: shall mean the minimum time period required for lease of fiber optic telecommunication services by the Customer.

3. **SCOPE OF SERVICES.**

   A. Customer agrees to lease from the Utility those services set forth in **Exhibit A – Service Pricing** (the "Services") at the following location(s): **1735 SE 6TH AVE, OCALA FL.**

   B. **Internet Services**. Flexible Bandwidth purchased for Internet usage will coincide with Internet Services commitment. Customer understands that Customer and Customer's Authorized Users may access the Internet through the Service. Customer agrees neither the Utility nor any of its affiliates operates or controls the Internet. City does not warrant in any manner the merchandise, information or services purchased or accessed by Customer from Third Parties. Customer assumes total responsibility and risk for use of the Service and the Internet by Customer and/or Customer's Authorized Users. Neither the City, its' agents, nor affiliates make any express or implied warranties, representations or endorsements whatsoever with regard to said use.

   C. Customer acknowledges that any access to the Service(s) under this Agreement is intended for the use of the Customer and its Authorized Users only. Customer and its Authorized Users shall not resell or share the Service(s) to any other party without having executed a separate Reseller Agreement with the Utility.

   D. Customer will follow the rules set forth in the Fair Use Policy attached hereto as **Exhibit B – Ocala Fiber Network Fair Use Policy.**

4. **EFFECTIVE DATE AND SERVICE DATE.** This Agreement is effective on the date executed by all parties as set forth below (the "Effective Date"). Customer's payment obligations shall not begin until the date that the fiber optic telecommunication services have been installed and the connection is live and ready for use by Customer (the "Service Date").

5. **INITIAL TERM/RENEWAL.** The Initial Term of this Agreement shall commence on the Effective Date and continue for a term of **TWENTY-FOUR MONTHS (24 Months)** after the Service Date. Thereafter, this Agreement shall automatically renew on a month-to-month basis until services are terminated by either the Customer or the Utility pursuant to this Agreement. At the conclusion of the initial term, the Utility has the right to modify rates by providing a **THIRTY DAY (30-Day)** written notice to Customer. At that time, Customer has the right to reject the new rate and cancel services by providing notice to Utility.

6. **COMPENSATION.** Beginning on the Service Date and continuing throughout the initial term of this Agreement, the Customer shall pay to the Utility those fees as set forth in the monthly rate schedule attached hereto as **Exhibit A – Service Pricing**. The total initial

service rate under this Agreement shall be **ONE HUNDRED THIRTY-NINE AND NO/100 DOLLARS PER MONTH ($139.00/Per Month)**, excluding any applicable fees or taxes.

7. **DEFAULT AND TERMINATION.**

   A. 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 such notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

   B. If Customer defaults or terminates this Agreement without cause prior to the expiration of the original term, the Customer will be required to pay all payments remaining under the original Agreement term.

   C. This Agreement will be invoiced monthly as part of Customer's City of Ocala utility bill and therefore subject to all related commitments of the utility bill and billing requirements of the City of Ocala Code of Ordinances. The Utility may suspend or terminate service in the event of nonpayment by the Customer.

   D. Either Party may terminate this agreement for convenience at any time after the Initial Term indicated in Paragraph 5 by providing a **THIRTY DAY (30-Day)** written notice to the other Party.

8. **USE OF CUSTOMER'S PREMISES.** If necessary, the Customer shall provide the Utility with adequate space within its buildings or facilities for the Utility equipment required to furnish the Services and will provide the necessary electrical power to operate the onsite equipment. In addition, Customer will provide the Utility with ingress and egress to the properties, access to the buildings and access to conduit entering the building for telecommunications services from the public right of way, if necessary, to the applicable equipment room for the Utility installation of its cable or wire.

   A. All costs associated with any building modifications or conduit installation on the premises will be borne by the Customer, unless there has been a prior agreement between the parties covering said costs. The Utility will install its wire or cable once the Customer has provided for access.

   B. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals, including easements, license and/or permits where applicable from the owner which will allow the Utility to locate, install and maintain its equipment, cable and wire on the premises and to remove its equipment, cable and wire in the

event of Customer's default of any of the provisions of this Agreement or at the termination of this Agreement.

C. The Utility will have the right to perform inspections and audits of its equipment and fibers for its own internal contract accounting purposes upon reasonable advance notice.

D. All equipment, cable, wire and fiber optic lines provided or installed by the Utility shall remain the property of the Utility. The Customer will provide and allow the Utility access to the premises for normal and emergency maintenance, and if it is necessary, to remove or replace any of the equipment, cable, wire and/or fiber optic lines.

9. **PUBLIC RECORDS.** The City of Ocala shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the City shall:

A. Keep and maintain public records required by the public agency to perform the services set forth herein.

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 Agreement term and following completion of the Agreement if the City does not transfer the records to the public agency.

D. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the City or keep and maintain public records required by the public agency to perform the services set forth herein. If the City transfers all public records to the public agency upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City 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 CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY OF OCALA'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.

10. **MISCELLANEOUS PROVISIONS.**

A. **Assignment.** This Agreement shall not be assigned by Customer without the prior written consent of the Utility. However, either party may assign this Agreement to any entity that acquires all, or substantially all, of that party's assets, or in the case of Utility, Utility's business that is the subject hereof.

B. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.

C. **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.

D. **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.

E. **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 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.

F. **Section Headings**. The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

G. **Rights of Third Parties**. Unless expressly stated herein to the contrary, 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.

H. **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.

I. **Entire Agreement.** This Agreement, including exhibits, (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.

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

K. **Electronic Signatures.** Customer, 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 containing a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

L. **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 mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

Ocala Fiber Network, Attn: Director
3001 NE 21st St
Ocala, FL 34470
Tele: 352-401-6900 | E-Mail: telecom@ocalafl.org

Zachary Betty / Courtney Short
1735 SE 6TH AVE
Ocala, FL 34471 Attn: Zachary Betty
Tele: 352-361-6845
E-Mail: zach_betty13@yahoo.com

M. **Attorney Fees.** If any civil action, 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 or parties shall be entitled to recover reasonable attorneys' fees and court costs.

N. **Indemnity.** Customer shall indemnify, up to the limits set forth in Florida Statute, s.768.28 in force at the time the contract was entered into by the parties, City of Ocala and its elected officials, employees and volunteers against, and hold City of Ocala and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City of Ocala 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. Nothing in this contract is intended to waive the sovereign immunity protections provided to the parties pursuant to Florida law.

O. **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 or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

P. The City of Ocala Utility Services has adopted an Identity Theft Prevention Program as required under 16 C.F.R. Part 681 for certain covered accounts that may be accessed

in accordance with this agreement. Accordingly, The City of Ocala Utility Services will conduct its activities in accordance with reasonable policies and procedures to detect, prevent, and mitigate the risk of identity theft.

11. **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.
12. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire Agreement between the Utility and the Customer shall only include those documents listed in this section as Exhibits to this Agreement, as follows:

Exhibit A- Service Pricing

Exhibit B– Ocala Fiber Network Fair Use Policy

IN WITNESS WHEREOF, the parties have executed this Agreement on 12/07/2021.

ZACHARY BETTY & COURTNEY SHORT

By: Zachary Betty
(Printed Name)

Owner
(Title)

CITY OF OCALA

Bill Kauffman
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.
City Attorney

CONTRACT#: OFN/211122

EXHIBIT A- SERVICE PRICING

DETAILS OF FIBER OPTIC TELECOM SERVICES

Service Location: 24 MONTH TERM

1735 SE 6TH AVE, OCALA FL

(Home Business Internet)

Total Recurring Monthly Rate:

$ 139.00 (Taxes not included in cost. Taxes will be applied where applicable)

Equipment provided by the City of Ocala:

Fiber Termination Box; Fiber Jumper; SFP Optic; Media Converter

Equipment to be Returned to the City of Ocala Customer Service Office Upon Termination:

Fiber Jumper; SFP Optic; Media Converter (Items must be returned within 30 days of account termination)

EXHIBIT B- OCALA FIBER NETWORK (OFN) FAIR USE POLICY

What Is A Fair Use Policy (FUP)
A Fair Usage Policy - FUP, is intended to assure that all broadband customers enjoy the same experience and have access to a quick and reliable service at all times. OFN - Fair Use Policy is designed to make sure that your broadband service is a great value and is a dependable, reliable service whenever you use it.

WHY A FUP Is Needed
As an example, a small number of customers use Peer to Peer or file sharing software. This practice constantly sends and receives video and other very large files throughout the day consuming excessive bandwidth. This type of activity can significantly reduce the speed at which other customers can access the internet during peak hours. OFN will automatically identify the extremely heavy users and manage their bandwidth to protect the service for all our customers.

What Happens If A FUP Breach Happens
OFN will throttle back on their available internet bandwidth for a period of time.

Legal Considerations
OFN may only be used for lawful purposes in accordance with all laws, statutes and regulations in force within the United States. You may not use OFN to send, receive, store, distribute, transmit, post, upload or download any materials or data which:
• violates any Law;
• constitutes harassment;
• promotes or encourages illegal or socially unacceptable or irresponsible behavior;
• is in breach of any third-party rights (including any third-party intellectual property rights);
• has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
• damages or may damage our name and/or reputation

Do not violate anyone's systems or network security

You must not use the OFN's network to violate OFN security or any third party's system or network security by any method including:
• unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
• unauthorized monitoring of data or traffic on any network or system without the express written authorization of the owner of the system or network; or
• unauthorized interference with any user, host, system or network without the express written authorization of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate the OFN network security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):
• programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
• tools designed to compromise the security of other sites;
• programs or services designed to send or facilitate the sending of unsolicited advertisements; or
• programs or services designed to encourage or facilitate a breach of this FUP or any acceptable use policy of another internet services provider.

You must not connect the OFN service to unsecured machines or services able to be exploited by others to carry out actions which constitute a breach of this FUP.

You must not adapt, modify, decompile or reverse engineer any part of OFN's network. You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the OFN's network. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which violate this FUP once notified of such activity by OFN.

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Ocala
PROJECT #:	4337-479-R
PROJECT TITLE:	City of Ocala, 1200 Black NE 17th Road, Drainage Project
CONTRACT #:	H0534
MODIFICATION #:	1

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Sean Lanier, P.E. CFM City Engineer/Director of Engineering & Water Resources Department City of Ocala 1805 NE 30th Avenue, Building 600 Ocala, Florida 34470

Enclosed is your copy of the proposed contract/modification between **the City of Ocala** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittal
☒	Signed electronic copy
☒	Reviewed and Approved
☒	Signed and Dated by Official Representative
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist Veronica.ash@em.myflorida.com on

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4583 or email me at Douglas.galvan@em.myflorida.com.

Doc ID: 21a261ea6c505ae5950157d41ab2a0823338ea24

Contract Number: H0534

Project Number: 4337-479-R

MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND CITY OF OCALA

This Modification Number One made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the City of Ocala ("the Sub-Recipient") to modify Contract Number H0534, dated January 14, 2021 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of $9,675.00, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Agreement; and

WHEREAS, the Agreement shall expire on September 30, 2021; and

WHEREAS, the Division and the Sub-Recipient desire to extend the terms of the Agreement and increase the Federal Funding under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is amended to increase the Federal Funding by $645.00, for the maximum amount payable under the Agreement to $10,320.00, Ten Thousand, Three Hundred Twenty Dollars and Zero Cents.

2. Paragraph 8 of the Agreement is hereby amended to read as follows:

   (8) PERIOD OF AGREEMENT

   This Agreement shall begin January 14, 2021 and shall end March 31, 2022, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.

5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

Doc ID: 21a261ea6c505ae5950157d41ab2a0823338ea24

6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF OCALA

By: _____

Name and Title: Justin Grabelle Council President

Date: 11 / 17 / 2021

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

Approved as to form and legality:
/s/ Robert W. Batsel, Jr.
Robert W. Batsel, Jr.
City Attorney

Doc ID: 21a261ea6c505ae5950157d41ab2a0823338ea24

Attachment A

(1st Revision)

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve drainage of the 1200 block neighborhood area of NE 17th Road in Ocala, Marion County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-479-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Ocala, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of the 1200 block neighborhood area, located along NE 17th Road in Ocala, Florida, 34470. See coordinates and sections in the table below.

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall include improvements to the drainage system by expanding an existing drainage retention area and the construction of a storm conveyance system to divert runoff to an upstream drainage retention area. Additionally, the project shall include the purchase of a property for the expansion of the existing drainage retention area, excavation/hauling, clearing/grubbing, and sodding. The project shall protect the surrounding homes and businesses from property damage caused by flooding.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

Location	Section	Coordinates	
1200 Block NE 17th Rd, Ocala, FL 34470	1	NE	(29.202349, -82.122400)
		NW	(29.202957, -82.123472)
		SE	(29.202863, -82.122409)
		SW	(29.202337, -82.123473)
	2	NE	(29.203049, -82.121622)
		NW	(29.202895, -82.121933)
		SE	(29.202721, -82.121620)
		SW	(29.202818, -82.121932)
	3	N	(29.204077, -82.119949)
		E	(29.203988, -82.119788)

Doc ID: 21a261ea6c505ae5950157d41ab2a0823338ea24

		S	(29.203419, -82.120900)
		W	(29.203581, -82.120953)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations.

   All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

   The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

   Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

   The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

   All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all scope of work changes, if

Doc ID: 21a261ea6c505ae5950157d41ab2a0823338ea24

any.

a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.

b) Construction Plans / bid documents.

c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.

d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.

e) Color maps including topographical, aerial, and ground disturbance.

f) Color photographs of the project area and areas of ground disturbance.

g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.

h) Copy of the United States Army Corps of Engineers (USACE) permit or No Permit Required notification.

i) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC): The Sub-Recipient shall pre-audit source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate

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the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to improve the drainage of the 1200 block neighborhood area, located along NE 17th Road in Ocala, Florida, 34470.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

Doc ID: 21a261ea6c505ae5950157d41ab2a0823338ea24

1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The H&H study shall contain at least 3 scenarios, where one represents the level of protection; under each scenario, the Sub-Recipient must identify the losses before and after mitigation (structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.
3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

D) <u>Environmental:</u>

1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
   a) United States Army Corps of Engineers (USACE): Consultation with the USACE is required. A permit or No Permit Required shall be submitted.
   b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.
4) Historical Preservation compliance documents shall be obtained. Review documentation required:
   a) Color maps including topographical and aerial with the project location clearly marked.
   b) Color photographs of any area with ground disturbance (electronic).
   c) Indicate if project site is located within a designated historic district or historic neighborhood.
5) <u>Tribal Consultation</u> shall be required for proposed ground disturbing activities. The following documents shall be required and submitted as part of deliverables:
   a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.
   b) Previous and current use of proposed project area.
   c) Any known site work or historic uses for the proposed location.
   d) Any available studies that may have taken place on the property.

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6) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.

7) No construction work may begin until Phase II is approved by the Division and FEMA.

E) <u>Programmatic:</u>

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.

8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.

9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

10) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

    a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

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b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

c) SRMC cannot exceed 5% of the total project costs awarded.

d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4337-479-R.** It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on July 5, 2020; this Agreement was executed on January 14, 2021; and the Period of Performance for this project shall end on **March 31, 2022**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

Schedule of Work

Phase I –

State Contracting:	9	Months
Bidding / Local Procurement:	3	Months
Design Specifications:	6	Months
Permitting / Survey:	2	Months
Deliverables Submitted to FDEM:	1	Month
Total Period of Performance:	**21**	**Months**

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BUDGET

Line Item Budget*

Phase I	**Project Cost**	**Federal Cost**	**Non-Federal Cost**
Materials:	$0.00	$0.00	$0.00
Labor:	$0.00	$0.00	$0.00
Fees:	$12,900.00	$9,675.00	$3,225.00
Initial Agreement Amount:	**$12,900.00**	**$9,675.00**	**$3,225.00**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$12,900.00**	**$9,675.00**	**$3,225.00**
****SRMC**			
SRMC:	$645.00	$645.00	
SRMC-Pre-Award:	$0.00	$0.00	
SRMC Total:	**$ 645.00**	**$ 645.00**	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated $0.00 in contingency funds.** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

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Project Management costs are included for this project in the amount of $0.00.

***** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $645.00 in Federal funding.** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	$9,675.00	(75.00%)
Non-Federal Share:	$3,225.00	(25.00%)
Total Project Cost:	**$12,900.00**	**(100.00%)**
SRMC (100% Federal)	$645.00	

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HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Modification to Subgrant Agreement -...
FILE NAME	4337-479-R MOD #1...-3-2021 (002).pdf
DOCUMENT ID	21a261ea6c505ae5950157d41ab2a0823338ea24
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

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VIEWED	**11 / 15 / 2021** 18:24:07 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.51
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COMPLETED	**11 / 17 / 2021** 13:59:08 UTC-5	The document has been completed.

City Contract # OPD/211088

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

500-065-01
SAFETY
8/21

Project Number: MC-2022-00178	**FDOT Contract Number:** G2267
Federal Funds Awarded: $20,000	**FDOT DUNS Number:** 80-939-7102
Subgrant Award (Start) Date:	**Subgrant End Date:** 09/30/2022

Part I: GENERAL ADMINISTRATIVE INFORMATION

Project Title: Motorcycle Safety Program

Federal Funding: **$20,000** Match: **$** Total Cost: **$20,000**

1. Subrecipient Agency:
   - Agency Name: City of Ocala
   - Address Line 1: 110 SE Watula Avenue
   - Address Line 2:
   - City: Ocala
   - State: Florida
   - Zip: 34471-2180

2. Implementing Agency:
   - Agency Name: Ocala Police Department
   - Address Line 1: 402 South Pine Avenue
   - Address Line 2:
   - City: Ocala
   - State: Florida
   - Zip: 34474

3. Federal ID Number: 596000392

4. DUNS Number: 055947428

5. Chief Financial Officer:
   - Name: William Kauffman
   - Address Line 1: 110 SE Watula Avenue
   - Address Line 2:
   - City: Ocala
   - State: Florida
   - Zip: 34471-2180
   - Telephone No: (352) 629-8365 ext.
   - E-Mail Address: wkauffman@ocalafl.org

6. Project Director:
   - Name: LaFayetta Hodges
   - Address Line 1: 110 SE Watula Avenue
   - Address Line 2:
   - City: Ocala
   - State: Florida
   - Zip: 34471-2180
   - Telephone No: (352) 369-7085 ext.
   - E-Mail Address: lhodges@ocalapd.org

7. Financial Reimbursement Contact:
   - Name: LaFayetta Hodges
   - Title: Grants & Sustainability Coordinator
   - Telephone Number: (352) 274-8646 ext.
   - E-Mail Address: lhodges@ocalapd.org

8. Project Activity Contact:
   - Name: Charles Hunt
   - Title: Sergeant
   - Telephone Number: (352) 369-7030 ext.
   - E-Mail Address: chunt@ocalapd.org

9. Payment Remittance Address:
   - Name: City of Ocala
   - Address Line 1: 110 SE Watula Ave
   - Address Line 2:
   - City: Ocala
   - State: Florida
   - Zip: 34471

Amendment Number: Original

Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem:

Located in North Central Florida, the City of Ocala is home to a population of 60,786 according to the 2019, United States (US) Census Bureau. Ocala serves as the county seat for Marion County, the 15th largest county in the state. During a typical business day, the population in the city increases to over 155,000. Ocala is impacted by several major roadways that pass through the city. These roadways include State Road (SR) 40, SR 25, SR 200, SR 93 and US Highway 301. These roadways attract thousands of visitors per day. As a result, traffic has become a top risk to public safety in Ocala.

In 2020, there were 2,657 crashes that occurred within Ocala city limits. Of those traffic crashes, 97 resulted in motorcycle safety related injuries or citations issued. According to the Florida Department of Transportation (FDOT) fiscal year (FY) 2022 Highway Safety Matrix, the City of Ocala ranks seventh for motorcycle safety-related serious injuries and fatalities out of 102 cities with populations between 15,000 and 74,999.

According to the Department of Highway Safety and Motor Vehicles, in 2020 there were over 29,000 drivers with motorcycle endorsements in Marion County. Although the statistics reflect that our efforts to combat motorcycle crashes are working, the rate of crashes can vary from year to year. Historically, the Ocala police department fears that the decline in crashes may only be temporary. Motorcycle safety continues to be a serious issue and the Ocala Police Department would like to be able to prepare and respond. The Ocala Police Department recognizes the amount of daily motorcycle traffic by not only residents but also by the thousands of visiting motorcycle enthusiasts from other areas as a safety issue and the great significance that operating a program to educate and enforce motorcycle safety brings to the residents and visitors of Ocala.

2. Proposed Solution:

EDUCATION
The Ocala Police Department will implement a motorcycle safety program using countermeasures that work as detailed in the National Highway Traffic Safety Administration's "Counter Measures that Work: A Highway Safety Countermeasure Guide for State Highway Safety Offices. These countermeasures will include Motorcycle Rider Licensing (3.1), Communications & Outreach: Conspicuity and Protective Clothing (4.1) and Communications & Outreach: Other Driver Awareness of Motorcyclists (4.2). Using these countermeasures our program will encompass education, communication, and public awareness. Ocala is fortunate to have a Harley Davidson dealership that recognizes the important of safety for riders and will join with the Ocala Police Department to promote safe riding practices. The Ocala Police Department's officers will work with local partners, including the Harley Davidson dealership, by setting up informational displays at community events that promote open and educational communication with law enforcement. Educating motorcycle riders at these events will include topics like the importance of wearing a helmet, proper riding attire, and general tips on how to be a safe rider. Education concerning speeding and riding a motorcycle while impaired will also be emphasized.

ENFORCEMENT
With subgrant funding, the Ocala Police Department will conduct High Visibility Enforcement details. Each month, 20 hours of saturation patrols will target unsafe operating practices of motorcycles and act accordingly to prevent continued violations, property damage, and injury or death. A specified area chosen because of the frequency of motorcycle related crashes/injuries/fatalities will also be monitored for the duration of regular patrol shifts outside of the saturation. Officers will position themselves throughout the City of Ocala to detect

violations and encourage motorists to adhere to all traffic laws while also educating riders on safe riding practices. During the weeks of nearby motorcycle events such as Daytona Beach Bike Week (March), Biketoberfest (October), and Leesburg Bike-fest (April), additional patrols will be on hand to handle the influx of motorcycle traffic in the area due to these events.

3. Project Objectives:

a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.

b. Conduct a minimum of 2 motorcycle overtime enforcement operations each month.

c. Provide motorcycle safety information and education to the public each month utilizing multi media outlets(social media, message boards, and printed materials, etc.).

d. Strive to decrease motorcycle crashes and fatalities city wide by 3% at the end of the project period when compared to the previous three year average.

4. Evaluation:

a. Enforcement activity start date.

b. The number of motorcycle enforcement operations conducted monthly.

c. The number of instances that motorcycle safety messaging information and education was provided to the public.

d. Crash and fatality data will be collected and analyzed at the end of the project period to determine the increase or decrease in motorcycle crashes compared to the previous three year average.

Part III: PROJECT DETAIL BUDGET

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

BUDGET CATEGORY	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
A. Personnel Services				
Overtime Salaries only	$20,000	$	**$20,000**	No
	Overtime Salaries Only for Law Enforcement Personnel			
Subtotal:	**$20,000**	**$**	**$20,000**	
B. Contractual Services				
Subtotal:	**$**	**$**	**$**	
C. Expenses				
Subtotal:	**$**	**$**	**$**	
D. Equipment Costing $5,000 or More				
Subtotal:	**$**	**$**	**$**	
E. Indirect Cost				
Subtotal:	**$**		**$**	
Total Cost of Project:	**$20,000**	**$**	**$20,000**	

PART IV: PERFORMANCE REPORT

Minimum Performance Standards The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.
1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data to determine focus areas for targeted motorcycle enforcement.
4. Conduct motorcycle high visibility enforcement operations.
5. Provide motorcycle safety education/messaging through multiple media outlets.
National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)
1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon approval of this subgrant agreement for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient and its Implementing Agency. This agreement is line item specific and an amendment to the subgrant agreement is required for any reallocation of funds provided under this subgrant agreement.

FEDERAL REGULATIONS

1. **Access to Public Records and Monitoring.** The Florida Department of Transportation(FDOT), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this subgrant agreement, as provided under applicable State or Federal law.

In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this subgrant agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the project into compliance with this subgrant agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

2. **Audit.** The administration of resources awarded through the Department to the Subrecipient by this subgrant agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.

(a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this subgrant agreement. By entering into this subgrant agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

(b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F - Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this subgrant agreement is subject to the following requirements:

i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements. Part VI to this subgrant agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F - Audit Requirements. In determining

Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this subgrant agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F - Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F - Audit Requirements.

iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).

iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F - Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F - Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this subgrant agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department

2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance

3. Wholly or partly suspend or terminate the Federal award

4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency)

5. Withhold further Federal awards for the Project or program

6. Take other remedies that may be legally available

vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, Florida Statutes, and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

ix. The Subrecipient, when submitted financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

(c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation and the Comptroller General of the United States, or their designees.

(d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's and NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

3. **Offsets.** If, after subgrant completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

4. **Buy America Act.** The Subrecipient agrees to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act, Buy America Act Waiver (Docket No. NHTSA-2015-0065) and NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is $5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

5. **Clean Air Act and Federal Water Pollution Control Act.** Subgrant agreements for amounts in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of $150,000.

6. **Code of Conduct.** The Subrecipient has established, and will maintain, a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

7. **Conferences and Inspection of Work.** Conferences may be held at the request of any party to this subgrant agreement. Representatives of the Department or the U.S. Department of Transportation (USDOT), or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

8. **Contract Work Hours and Safety Standards Act.** Where applicable, all subcontracts under this subgrant agreement in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Debarment and Suspension.** No subcontract issued under this subgrant agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in

accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. **Disadvantaged Business Enterprises (DBE).**

    (a) The Subrecipient agrees to the following assurance:

    The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this subgrant agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

    (b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

    The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

11. **Methods of procurement.** Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

12. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

    (a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses , women's business enterprises, and labor surplus area firms are used when possible.

    (b) Affirmative steps must include:

    (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

    (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

    (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

    (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

    (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

13. Domestic Preference for Procurements. As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this Subgrant, 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). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

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.

14. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

15. No Federal Obligation. This agreement is financed by federal funds. However, payments to the subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.

16. Nondiscrimination. Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

(a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21

(b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects)

(c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex)

(d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27

(e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age)

(f) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipient's and contractors, whether such programs or activities are Federally-funded or not)

(g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38

(h) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)

(i) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)

(j) Nondiscrimination Clause.

During the performance of this subgrant, the Subrecipient agrees:

(a) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time

(b) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein

(c) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT or NHTSA

(d) That, in event a Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

(e) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and

in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program

17. **Ownership of Data and Creative Material.** The ownership of material, discoveries, inventions and results developed, produced, or discovered by this subgrant agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this Subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

The Federal Government has the right to:

(1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

(2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

18. **Political Activity.** The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

19. **Prohibition on certain telecommunications and video surveillance services or equipment.** subrecipients are prohibited from obligating or expending loan or subgrant 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).

20. **Property Accountability.** The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this subgrant agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.33, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this subgrant agreement.

21. **Restrictions on Lobbying.** The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

(a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency , a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

(c) **Restriction of Use for Federal Civilian and Military Employees.** Subgrant funding is not allowable for the cost of training federal civilian and military employees. Indian Nations may be supported with written approval from the FDOT Traffic Safety Administrator and NHTSA.

22. Termination and Suspension.

(a) **Generally**. If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR Part 200.

(b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out

of this Agreement.

(c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

23. Human Trafficking. The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

24. Unauthorized Aliens. The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

25. Title VII - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 1981, et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

26. Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.

27. Integrity Certification. By signing this Subgrant Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

28. Federal Encouragements.

(a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

(b) **Policy on Seat Belt Use**. In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, subrecipients are encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles.

(c) **Policy on Banning Text Messaging While Driving**. In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subrecipients are encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the subrecipient agency and/or the Government.

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.

iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are $15,000 or more.

29. Reversion of Unexpended Subgrant Funds. All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

STATE REGULATIONS

30. Compliance with State Procurement of Personal Property and Services Laws. The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this subgrant agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

(a) **Section 287.133 (2)(a), F.S.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a 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 following the date of being placed on the convicted vendor list.

(b) **Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

(c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

31. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Department subgrant agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this subgrant agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this subgrant agreement.

32. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this subgrant agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

33. E-Verify. Subrecipients:

(a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

(b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

34. Indemnification and Insurance.

(a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

(b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity ."

(c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers ' Compensation law.

35. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

36. Responsibility for Claims and Liability. Subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this subgrant agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this subgrant agreement specifically agree that no provision in this subgrant agreement is intended

to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this subgrant agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this subgrant agreement.

37. Restrictions on Lobbying. No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

38. Retention of Records. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this subgrant agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

39. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

MISCELLANEOUS PROVISIONS

40. Prohibited Interests. The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.

ii. The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.

iii. The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.

41. Interest of Members of, or Delegates to, Congress or Legislature. No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

42. Department Not Obligated to Third Parties. The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof , a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement .

43. Relationship of Parties. The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement .

44. When Rights and Remedies Not Waived. In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

45. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

46. Sovereign Immunity. Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.

47. Bonus or Commission. By execution of the Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

48. Notices. Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:

Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

49. Agreement Format. All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

50. JURY TRIAL WAIVER. The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.

51. Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

52. Agreement not Assignable. The Subrecipient may not assign any of its rights or obligations under this Agreement.

53. IRS Form 990 Annual Report and Executive Compensation Reporting. Pursuant to Governor's Executive Order 20-44, if the *Subrecipient/Contractor/Vendor/Agency/Other Party* is required by the Internal Revenue Code to file ***IRS Form 990*** and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, *Subrecipient/Contractor/Vendor/Agency/Other Party* shall submit an Annual Report to the Department, including the most recent *IRS Form 990*, detailing the total compensation for each member of the *Subrecipient/Contractor/Vendor/Agency/Other Party* executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. Recipient shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports required by this Amendment within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the *Subrecipient/Contractor/Vendor/Agency/Other Party.* Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at **fdotsingleaudit@dot.state.fl.us** within 180 days following the end of each tax year of the *Subrecipient/Contractor/Vendor/Agency/Other Party* receiving Department funding.

GRANT MANAGEMENT

54. Amendments. The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this subgrant agreement. Amendments to this subgrant agreement will be approved if the modification(s) to be made will

achieve or improve upon the outcome of this subgrant agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this subgrant agreement shall be in the form of a written request signed by the one of the original signatories of this subgrant agreement. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

55. Disputes and Appeals. Any dispute, disagreement, or question of fact arising under this subgrant agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this subgrant agreement and in accordance with Department's decision(s).

56. Equipment. Any equipment purchased under this subgrant agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds.

(a) **Use of Equipment.** All equipment shall be used for the originally authorized subgrant agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.

(b) **Equipment Costing $5,000 or more.** Equipment with a useful life of more than one year and an acquisition cost of $5,000 or more per unit shall be subject to the following requirements:

i. Purchases shall receive prior written approval from the FDOT Safety Office.

ii. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT Safety Office.

iii. Dispositions must be requested and shall receive prior written approval from the FDOT Safety Office.

(c) **Disposition of Equipment Costing $5,000 or more.** In the event the equipment is no longer needed for the originally authorized subgrant agreement purpose(s) or has reached the end of its useful life, Subrecipients should use the Equipment Disposition Request Form 500-065-026 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment of or transfer the equipment to another agency for use.

(d) **Disposition of Equipment Costing Less than $5,000.** Equipment that does not meet the unit purchase price threshold of $5,000 should be disposed of in accordance with the agencies own procurement and disposition policies. Documentation of this disposition should be noted in the Subrecipient files.

(e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.

(f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR Section 200.313. The Subrecipient must use the equipment for the authorized purposes of the project, whether or not the project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR Section 200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the project or in accordance with other authorized uses under 2 CFR Section 200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this project or for other uses authorized by USDOT.

57. Expense Purchases for $200 or more: Any office, training, communication, or computer supplies (including computers) with a per item unit cost of $200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.

58. Excusable Delays. Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this subgrant agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

59. How this Subgrant Agreement is Affected by Provisions Being Held Invalid. If any provision of this subgrant agreement is held invalid, the remainder of this subgrant agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

60. Ineligibility for Future Funding. The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:

(a) Failure to provide the required audits
(b) Failure to continue funding positions created with highway safety funds after the Federal funding cycle ends
(c) Failure to provide required performance and final narrative reports in the required time frame
(d) Failure to perform work described in Part II of this subgrant agreement

(e) Failure to provide reimbursement requests and performance reports in a timely manner
(f) Providing fraudulent performance reports or reimbursement requests
(g) Misuse of equipment purchased with Federal highway safety funds

61. Performance. In the event of default, noncompliance, or violation of any provision of this subgrant agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this subgrant agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

62. Personnel Hired or Paid Under this Subgrant Agreement.

(a) **Project Director.** Persons holding the position of Project Director for this subgrant agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this subgrant agreement.

(b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this subgrant agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this subgrant agreement. No other allocation method is allowable for reimbursement.

(c) **Bonuses or stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for Subgrant execution. Increases in Subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Subgrant are allowable and eligible for reimbursement.

(d) **Overtime.**

i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as "overtime", per the Subrecipient policies will be eligible for reimbursement by this subgrant agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.

ii. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally-financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

63. Reports. The following reports are required for reimbursement of subgrant funding:

(a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this subgrant agreement.

(b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.

(c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.

(d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for subgrant agreement monitoring.

64. Term of this Subgrant Agreement. Each subgrant agreement shall begin on the date the last party signs this subgrant agreement and shall end on September 30, unless otherwise stipulated by the FDOT State Safety Office on the first page of this respective subgrant agreement. In the event this subgrant agreement is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

65. Travel.

(a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers*.

(b) **Authorization and Restriction.** All travel authorized under this subgrant shall be subject to any additional authorization requirements or restrictions imposed by: the Governor's Executive Order or other guidance; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the subgrant period.

(c) **Prerequisite Approvals.** Travel meeting any of the following criteria shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the subgrant activities and is within the travel budget of the project and relevant to the project:

i. Purchase of Air fare

ii. Travel to conference
iii. Travel which includes a registration fee
iv. Out-of-subgrant-specified work area travel
v. Out-of-state travel

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in travel budget.

(d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed $175.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of $175.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the $175 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply.

(e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If lodging a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.

66. Vehicles. Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this subgrant agreement shall be subject to repossession by the FDOT State Safety Office.

FINANCIAL/FISCAL

67. Allowable Costs. The allowability of costs incurred under this subgrant agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this subgrant agreement shall be allowable.

68. Subcontract Agreements.

(a) **Requirement for Pre- Approval**. All subcontract agreements must be submitted to the FDOT Safety Office in

draft form for review and approval. Approval of this subgrant agreement does not constitute approval of subcontract agreements.

(b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include as a minimum the following information:

i. Beginning and end dates of the subcontract agreement (not to exceed this subgrant agreement period)
ii. Total contract amount
iii. Scope of work/Services to be provided
iv. Quantifiable, measurable, and verifiable units of deliverables
v. Minimum level of service to be performed and criteria for evaluating successful completion
vi. Budget/Cost Analysis
vii. Method of compensation/Payment Schedule

(c) **Additional Required Clauses.**

i. **All subcontract agreements shall contain the following statement:** "The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert project number), A final invoice must be received by (insert date)
ii. **Buy American Act clause** *(see Section 4 of Part V)*
iii. Certification Regarding Federal Lobbying (see Section 21 of Part V)
iv. **Cooperation with Inspector General** *(see Section 32 of Part V)*
v. **DBE Clause** *(see Section 10(b) of Part V)*
vi. **E-Verify clause** *(see Section 33 of Part V)*
vii. Nondiscrimination clause *(see Section 16 of Part V)*
viii. **Clean Air Act and Federal Water Pollution Control Act clause** (subcontracts in excess $150,000) *(see Section 5 of Part V)*
ix. **Integrity Certification Clause** *(see Section 27 of Part V)*
x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of $100,000) *(see Section 8 of Part V)*
xi. **Indemnification and Insurance** *(see Section 34 of Part V)*
xii. **Policy on Banning Text Messaging While Driving Act** (subcontracts in excess of $15,000) *(see Section 28 of Part V)*
xiii. **Human Trafficking Clause** *(see Section 23 of Part V)*
xiv. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms** *(see Section 12 of Part V)*
xv. **Termination for Convenience** *(see Section 22 of Part V)*

69. Indirect Costs. Indirect costs included in this subgrant agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR 200 and the Subrecipients federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a de minimis rate of 10% of modified total direct costs in the manner described in 2 CFR 200.414 will be used. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need .

70. Obligation of Subgrant Funds. Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this subgrant agreement period. Only project costs incurred on or after the effective date and on or prior to the end date of this subgrant agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's

employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

71. Procedures for Reimbursement.

(a) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation. **ALL requests for reimbursement shall include FDOT Form 500-065-019 Performance Report for the period of reimbursement.**

(b) **Supporting Documentation.** Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. **Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

Listed below are types and examples of supporting documentation:

i. **Personnel Services.**

a. **Salaries**: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

b. **Fringe Benefits**: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

ii. **Contractual Services.** Should be supported by a copy of the approved subcontract agreement, invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.

iii. **Expenses.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.

v. **Equipment Costing Over $5,000.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

(c) **Frequency and Deadlines for Submission.**

i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner may result in this subgrant agreement being terminated.

ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 following the end of this subgrant agreement period. Such request should be distinctly identified as **Final**.

The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 following the end of this subgrant agreement period.

(d) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this subgrant agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.

(e) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of $5,000 or more and a useful life of one year or more shall be accompanied by a Non-Expendable Property Accountability Record (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.

(f) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.

(g) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient, or their delegate. Delegation letters must be provided for each subgrant agreement.

(h) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty

at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.

(i) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of subgrant agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or subgrant agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this subgrant agreement term.

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

72. Tracking and Retention of Financial Records. The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this subgrant agreement shall be maintained and made available upon request to the Department at all times during the period of this subgrant agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipients general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work.

73. Program Income. Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the subgrant award during the subgrant period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement . Program income that the Subrecipient did not anticipate at the time of the subgrant award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the project.

74. Registration for Attendance. No activities funded under this subgrant agreement shall charge a registration fee for attendance.

75. Responsibility of Subrecipient. The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this project shall be disbursed in accordance with provisions of the Project Detail Budget as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

76. Child Safety Seats. Any agency that receives child safety seats must have at least one staff member who is a

current Certified Child Passenger Safety Technician.

77. Enforcement.

(a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement, and does not include hand held radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.

(b) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/ or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this subgrant agreement period.

(c) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this subgrant agreement.

High Visibility Enforcement is defined as:

Intense: Enforcement activities are over and above what normally takes place.
Frequent: Enforcement occurs often enough to create general deterrence.
Visible: A majority of the public sees or hears about the enforcement.
Strategic: Enforcement targets high-risk locations during high-risk times.

(d) **Impaired Driving Enforcment.**

i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.

ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving moblizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.

iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:

a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course
b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course
c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course
d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course
e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course

f. Be an active certified Drug Recognition Expert (DRE)

(e) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

(f) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.

(g) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving moblization for Operation Southern Shield.

i. **Required Credentials for Speed Enforcement.** Any law enforcement officer who is using a radar or lasar speed detection system, must be certified in the use of that piece of equipment.

78. Public Service Announcements, Marketing, and Advertisements.

(a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.

(b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

i. What program/policy the paid media is supporting
ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol
iii. The amount allocated for paid media
iv. Anticipated creative costs associated with the paid media

v. The measures that will be used to assess message recognition and penetration of the target audience.

(c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation, or Funded by FDOT", or FDOT logo, "Brought to you by ...." or "Provided by ..." may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.

(d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this subgrant agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

79. Public Information and Education Items. Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and approval.

Requests should include the following:

(a) What public information or educational item is being requested
(b) What program/policy is the item supporting
(c) Who the target audience is
(d) How the item will be distributed
(e) Estimated unit cost(s) for the item

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this subgrant agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation or Funded by FDOT" Shall appear on or in all items. "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), Use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this subgrant agreement.

80. Publication and Printing of Observational Surveys and Other Reports.

(a) **Review and Publication.** During this subgrant agreement period, but before publication or printing, the final draft of any report or reports required under this subgrant agreement or pertaining to this subgrant agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After this subgrant agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.

(b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without

advance approval.

(c) **Required Language.** Each publication or other printed report covered by Paragraph 80(a) above shall include the following statement on the cover page:

i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.

ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

81. Safety Belt Policy. Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

82. Special Conditions.

Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this subgrant are as follows:

CFDA Number and Title:

- ☑ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NTHSA 403 funds)
- ☐ 20.616 - National Priority Safety Program (NHTSA 405 Funds)

***Federal Funds Awarded:** $20,000
Awarding Agency: Florida Department of Transportation
Indirect Cost Rate:
****Award is for R&D:** No

Federal resources awarded pursuant to this subgrant are subject to the following audit requirements:

(a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
www.ecfr.gov

Federal resources awarded pursuant to this subgrant may also be subject to the following:

(a) Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsrs.gov

Federal Award Identification Number (FAIN):	FAIN Award Date:
69A37519300004020FL0	04/17/2019

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

(For FDOT Use Only)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Authorized FDOT State Safety Office Representative

Date: _____
Date Signed

SUBRECIPIENT

By: Ire Bethea Sr.
Signature of Authorized Representative

Ire J. Bethea Sr.
Name: _____
Authorized Representative's Name Printed

Title: Council President
Authorized Representative's Title Printed

Date: December 21, 2021
Date Signed

Reviewed for the Florida Department of Transportation:

By: _____
Authorized FDOT Attorney

Date: _____
Date Signed

IMPLEMENTING AGENCY

By: _____
Signature of Authorized Representative

Name: _____
Authorized Representative's Name Printed

Title: _____
Authorized Representative's Title Printed

Date: _____
Date Signed

NOTE: These signatures are the only recognized authorized representatives for this agreement, unless delegation is granted in writing.

ATTEST: Angel B. Jacobs
Angel B. Jacobs, City Clerk

Approved as to form and legality
Robert W. Batsel, Jr., City Attorney

SKETCH OF DESCRIPTION

DESCRIPTION:

A PORTION OF THE LANDS DESCRIBED IN THE DEED RECORDED IN DEED BOOK 162, AT PAGE 504, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 7, TOWNSHIP 15 SOUTH, RANGE 22 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1 OF BLOCK “M”, ALLRED’S ADDITION TO THE CITY OF OCALA, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK “A”, PAGE 74, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LESS AND EXCEPT THE WEST 55 FEET OF SAID LOT 1 AND LESS AND EXCEPT THE EAST 15 FEET OF THE WEST 70 FEET OF THE SOUTH 87 FEET OF SAID LOT 1

AND

LOT 4 OF BLOCK “M”, ALLRED’S ADDITION TO THE CITY OF OCALA, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK “A”, PAGE 74, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LESS AND EXCEPT THE WEST 55 FEET OF SAID LOT 4 AND LESS AND EXCEPT THE STRIP OF LAND TO SUPPLEMENT THE RIGHT-OF-WAY OF LINCOLN STREET AS MORE PARTICULARLY DESCRIBED IN THE QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 61, AT PAGE 377, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

NOTES:

1. THIS SKETCH DOES NOT REPRESENT A SURVEY OF ANY KIND AS DEFINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.
2. THIS SKETCH WAS PREPARED TO DESCRIBE AND DEPICT THE LANDS INTENDED FOR AN EASEMENT RESERVATION IN FAVOR OF THE FLORIDA DEPARTMENT OF TRANSPORTATION BY THE CITY OF OCALA, A MUNICIPAL CORPORATION.
3. THIS SKETCH WAS PREPARED WITH THE BENEFIT OF THE TITLE SEARCH REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NUMBER 2076-5574594, SEARCHED FROM APRIL 3, 2016, THROUGH SEPTEMBER 27, 2021, AT 8:00 A.M.
4. BEARINGS ARE BASED ON THE DESCRIPTIONS OF RECORD WITH THE WEST LINE OF LOT 3, BLOCK "M" OF ALLRED'S ADDITION TO THE CITY OF OCALA, AS RECORDED IN PLAT BOOK "A", AT PAGE 74, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEARING NORTH.
5. PARCEL OWNERSHIP DATA SHOWN HEREON OBTAINED FROM THE PROPERTY OWNERSHIP DATABASE OPERATED AND MAINTAINED BY THE OFFICE OF THE MARION COUNTY PROPERTY APPRAISER.
6. EASEMENTS OF RECORD ENCUMBERING THE SUBJECT PROPERTIES DESCRIBED HEREON ARE NOT SHOWN.
7. DIGITAL COPIES OF THIS SKETCH ARE INVALID UNLESS IT BEARS THE ELECTRONIC SIGNATURE OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR & MAPPER LISTED HEREON THAT IS DIGITALLY AUTHENTICATED IN ACCORDANCE WITH CHAPTER 5J-17.062, FLORIDA ADMINISTRATIVE CODE; PRINTED COPIES OF THIS SKETCH ARE INVALID UNLESS THEY BEAR THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR & MAPPER LISTED HEREON.
8. ADDITIONS, DELETIONS, AND/OR ALTERATIONS TO THIS SKETCH ARE PROHIBITED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE FLORIDA PROFESSIONAL SURVEYOR & MAPPER LISTED HEREON.

"PROPOSED GRANT OF EASEMENT IN FAVOR OF THE FLORIDA DEPARTMENT OF TRANSPORTATION"

SECTION:	07	TOWNSHIP: 15 S	RANGE: 22 E
DRAWN:	RKR	CHECKED:	RKR
DATE:			12.10.2021
SCALE:			1" = 100'
HORIZONTAL DATUM:			PER FDOT 36070-2512

REVISIONS:

NO.:	DATE & DESCRIPTION:	BY:

FILE NO.:	21-016582.001
WORK ORDER:	21-016582

CITY OF OCALA

CITY ENGINEER'S OFFICE
SURVEY DIVISION

1805 NE 30TH AVENUE - BUILDING 700A
OCALA, FLORIDA 34470
(352) 351-6772 (VOICE) (351) 351-6726 (FAX)

PREPARED FOR:
STORMWATER
ENGINEERING DIVISION

CERTIFIED TO: THE FLORIDA DEPARTMENT OF TRANSPORTATION

OCALA

Digitally signed by R. Kelly Roberts
DN: cn=R. Kelly Roberts, o=City of Ocala, a Municipal Corporation, ou=Survey Division - Office of the City Engineer, email=rroberts@Ocalafl.org, c=US
Date: 2021.12.10 16:50:58 -05'00'
Adobe Acrobat Reader version: 2018.011.20058

R. KELLY ROBERTS, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER NO. 5558
STATE OF FLORIDA DATE:_____